

**LYONS
UNIFIED SCHOOL DISTRICT
405**

**Professional Negotiations
Agreement
2023-2024**

BETWEEN THE BOARD OF EDUCATION OF LYONS UNIFIED SCHOOL DISTRICT 405 AND LYONS UNIFIED TEACHERS' ASSOCIATION FOR THE YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024.

LYONS U.S.D. 405
Board of Education

LYONS UNIFIED TEACHERS'
ASSOCIATION

President

LUTA Representative

Date

Date

Ratification Date: June 12, 2023

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I. PROCEDURAL TOPICS

A. PROFESSIONAL NEGOTIATIONS

PROFESSIONAL NEGOTIATIONS will be conducted in accordance with the procedures in the Professional Negotiations Act (K.S.A. 72-2218, et. seq.)

B. RECOGNITION OF ASSOCIATION

The Board of Education of Unified School District 405 recognizes the Lyons Unified Teachers Association (LUTA), affiliated with Kansas-NEA and NEA as the "Professional Employees' Organization," and bargaining unit for the "Professional Employees" of USD 405.

C. COVERED PROFESSIONAL EMPLOYEES

As used in this Agreement, the term "teacher" shall mean persons employed by USD 405 in positions requiring certification or licensure by the State Department of Education, including, but not necessarily limited to, teachers and those special services staff of the Rice County Special Services Cooperative (RCSSC).

D. ORGANIZATION RIGHTS

Professional teachers shall have the right to form, join, or assist LUTA to participate in professional negotiations with the Board of Education of USD 405. LUTA shall be provided all the rights and privileges granted within the Professional Negotiations Act.

E. REPRODUCTION OF THE AGREEMENT

An electronic copy of the agreement shall be provided by the Board of Education to each certified teacher at the beginning of each school year. Additionally, any amendments to the agreements shall be provided to each certified teacher. All electronic copies will be available at the district web site <http://www.usd405.com>.

F. SAVINGS CLAUSE

If any provision of this agreement or any application of this agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect. The Board and Association shall enter into negotiation to replace any provision found to be contrary to law.

G. REOPENER CLAUSE

Negotiations concerning specified items will be reopened at any time during any given year upon mutual consent by the Board and LUTA. If a reduction in funding by federal, state, or local sources occurs, negotiations shall be reopened.

H. ROLE OF THE SUPERINTENDENT

The superintendent's office will coordinate the process of negotiations and assist both teams in obtaining access to public records and facts necessary to the negotiation process.

I. TEACHER EVALUATION

The USD 405 teacher evaluation procedure is as shown on Appendix A.

J. COMPLIMENTARY PASSES

Local complimentary activity passes will be issued to all teachers' family members, including minor children (18 years or younger as of September 1 of the current school year and/or attending Lyons High School) living in the home.

K. MEDICAL EXAMINATION

The Board of Education shall pay \$50.00 to the teacher toward the cost of initial physical examinations for a new hire. Payment will be processed upon receipt of proof that the examination was conducted. Thereafter, requested physicals will be under the guidelines of K.S.A. 72-6266.

L. INFLUENZA VACCINATIONS

The Board of Education shall provide influenza vaccinations to teachers at no cost. This provision is subject to the availability of influenza vaccine.

M. EDUCATOR FILES

All teachers will have ready access to their personnel file, as well as the right to reproduce its contents.

II. PROFESSIONAL RESPONSIBILITIES

A. CONTRACT YEAR

The contract year shall consist of one hundred eighty-six (186) days. Teachers in the first three (3) contract years of employment for USD 405 may be required to work up to an additional five (5) days. Compensation for the additional five (5) days will be based upon the stated Standard Hourly Rate.

A calendar committee will meet prior to January 31 of each year to develop a recommended calendar to the Board of Education for adoption at the February board meeting. LUTA will appoint a teacher representative from each building and one from the RCSSC to serve on the committee.

The following holidays will be addressed in school calendars:

Labor Day
Thanksgiving
Christmas Eve through New Year's Day
Good Friday
Memorial Day

B. PROFESSIONAL DAY

As a general policy the teacher duty day shall begin fifteen (15) minutes prior to school beginning and end fifteen (15) minutes after students are dismissed. Teachers, however, should be free to come and go as they see fit as long as they perform their professional responsibilities completely and competently and have notified their administrator. Professional duties include, but are not limited to lesson planning, student assessment, staff meetings, professional development sessions, curriculum development meetings, student individual education programming, student conferences, parent communication, and assigned duties at building-initiated activities in which student participation is expected.

Compensation for evening or Saturday Board of Education designated parent-teacher conferences will be accomplished by releasing the affected teachers for an equal amount of time.

Guidelines for Professional Day/Leave for Certified Staff

Certified staff members are required to perform their professional responsibilities completely and competently. All staff members have the same professional responsibilities regardless of their scheduled planning time. Being available to students, parents and staff before and after school on a regular basis is one of their professional responsibilities.

On student instructional days, the staff is expected to be on the job and available for the maximum amount of time possible (this includes those who have jobs that are non-instructional and teachers who have a shortened instructional week.) On staff development days, planning time, teaming time, and during study team times, the staff is expected to participate completely and fully in their assigned professional activities. On workdays, staff members are free to arrange their schedules as they see fit, as long as their supervisors are aware of their schedules.

Leave will not be required if, during the duty day, staff members make arrangements approved by their supervisors to come and go for a short period of time, up to approximately ninety (90) minutes, to take care of medical appointments, business errands, funerals, school events in other buildings, etc. *Staff is encouraged to use a planning period or duty-free lunch for these absences whenever possible.* During any absence, staff members are required to assure that their professional responsibilities are met.

Leave is bought back by the district on a sliding scale determined by the number of days that are turned in by the staff. It is important to be as uniform as possible in the requirements for charging off leave. The full contract day includes lunchtime and a planning period and, for leave purposes, is 8:00 a.m. to 3:35 p.m. (seven [7] hours and thirty-five [35] minutes.) Leave time is computed to the quarter of an hour.

The following three (3) guidelines apply to situations when leave is utilized.

1. Many certified staff positions do not require substitutes for absences. Leave will be charged to employees, whenever appropriate, regardless of whether or not substitutes are employed.
2. Any time a paid substitute is required, leave is deducted.
3. Leave will be charged from the time a staff member leaves duty until he/she returns or until the end of the duty day. Duty free lunch time, planning time, teaming time, and study team time are considered a part of the staff member's normal duty day; therefore, when the staff member's absence includes the lunch period, planning time, teaming time, or study team time the total time away will be charged to the staff member's leave balance.

Upon approval of the recognized bargaining unit president and the superintendent of schools, the Guidelines for Professional Day/Leave for Certified Staff language may be altered without reopening negotiations.

C. CONTRACT YEAR FOR EMPLOYEES ASSIGNED TO OTHER DISTRICTS

Teachers assigned to districts other than USD 405 will be expected to work the number of contracted days in the district to which they are assigned.

D. CONTRACT RELEASE

If a teacher submits a request for release from contract or submits a resignation after the 14th day following the third Friday of May, the following schedule of liquidation damages shall be paid to USD 405 by the teacher or authorized by the teacher to be withheld from summer paychecks; the 14th day following the third Friday of May through June 15 - \$1,500, June 16 through June 30 - \$2,500, July 1st or after - \$3,500. Release from contract or acceptance of resignation will be considered by the board only if accompanied by liquidation damages as outlined above. This regulation may be waived by the board if in the board's judgment the best interests of the school will be served.

E. PREPARATION TIME

To the greatest extent practicable, teachers will be granted the equivalent of at least one class period per day. Each teacher shall have a minimum of 150 minutes of planning time per week in increments of no less than 20 minutes. Team time is not viewed as individual teacher planning time. The Board of Education has the right to determine whether team time will be provided in the class schedule or whether teachers will instruct a class in lieu of team time. Whether to schedule a class or provide a class period for team time will not be subject to the provisions in Article II, section G – it is not subject to the petition provision.

F. RECORD PREPARATION

At the end of each grading period there will be one-half (1/2) day allotted solely for classroom record preparation. Grades will not be due in the office until after the grade preparation day has concluded.

G. BUILDING CLASS SCHEDULE

In the event that the Board of Education proposes to change an individual building class schedule, the matter will be considered for first reading at a regularly scheduled Board of Education meeting. Any proposed changes to the length and number of periods of class schedules shall be provided to affected teachers and the recognized negotiating unit representatives at least

seven (7) days prior to the Board of Education meeting. In the event that 2/3 or more of the affected teachers as identified by their home school location indicate by written petition they are opposed to the suggested change, the change can only be made through negotiations with the recognized bargaining unit. The proposed change shall be considered for final approval at the next regularly scheduled Board meeting to allow for input from affected teachers. All building class schedules will comply with the Professional Day, Preparation Time, and Lunchtime Supervision provisions included in this agreement.

H. LUNCHTIME SUPERVISION AGREEMENT

In order to maintain duty-free lunchtime for teachers, student lunchtime supervision will be assisted by paid volunteers. Those teachers agreeing to lunchtime supervision will be the responsibility of the building principal. The principal will develop a specific list of responsibilities for the supervisory duties, which are to be fulfilled. The principal will have the option to:

1. Seek volunteer staff member(s) to assume the duty.
2. Rotate the assignment among the voluntary teaching staff members on a weekly or monthly basis.
3. When an unforeseen, short-term emergency should arise, the principal shall first try to fill the vacancy with competent aide personnel. If none is available, the principal shall recruit any certified teacher to fill this position until an appropriate lunchroom aide can be assigned. The certified person(s) filling the position will be paid by the standard hourly rate on a prorated scale. The assignment shall not exceed ten (10) school days per emergency.

III. LEAVE PROVISIONS

A. LEAVE

1. Leave is defined as absence from duties for personal illness, illness of a child, bereavement or personal business.
2. "Full daily pay" is defined as a teacher's total contracted salary subject to the continuing contract law (placement on the salary schedule, plus academic extension pay, divided by the total number of days for which the teacher is contracted). Full daily pay does not include pay provided the teacher through a supplemental contract(s).

"Sub deduct" is defined as 110% of the daily substitute teacher pay rate. This rate is charged to the teacher when they are out of all possible avenues for leave and in lieu of full daily pay deduction. This rate is in effect if the employee is fulfilling his/her professional duties and obligations while absent

for bereavement or circumstances beyond the employee's control that prevent a follow-up visit with the healthcare provider or as substantiated by the healthcare provider relating to the employee, spouse, or dependent and as approved by the superintendent or his/her designee.

3. Teachers are granted leave in the amount of thirteen (13) days per year. Leave is cumulative to a maximum of 100 days. Accumulated days of leave earned while a full-time teacher shall entitle the teacher to a proportionately increased number of partial days of leave upon a change in status to a part-time teacher. Leave days subject to the teacher receiving his/her "full daily pay" amount less sub deduct will still be deducted from the teacher's accumulated leave balance.
 4. A teacher may utilize leave when reasonable notice is given to the building principal or immediate supervisor prior to use of the leave in every case where possible. The teacher will not be required to give a specific reason when the individual leave request is made at least one calendar week prior to the absence. In the case of leave occurring on a professional development day, a parent-teacher conference day, or the day immediately preceding or day immediately following a school break or vacation, the teacher shall present a reason in writing for taking said leave. A teacher will receive "full daily pay" until the maximum number of accumulated leave days has been exhausted, the teacher's last contract day, or until the teacher qualifies for KPERS benefits. The teacher must have a leave balance verified by the administrator in order to take leave. Positions requiring no substitute will still be subject to deduction. A teacher who is returning to school after a non-work-related illness or injury lasting three or more school days will be required to bring a doctor's note indicating the teacher is medically able to return to work. If a teacher is placed in quarantine and is meeting the teacher's contractual obligation of instruction, the teacher will be considered present. No leave shall be charged. This flexibility will allow the teacher to work from outside the traditional classroom during quarantine periods as the teacher is able. Paid leave will only be needed if the teacher is physically unable to perform the teacher's contractual duties.
- a) Leave Bank - The USD 405 - Lyons Board of Education and the recognized teacher bargaining unit authorize the creation and operation of a Leave Bank for all certified employees (including administrative staff) to utilize. Leave Bank withdrawals will be for catastrophic* occurrences covered under III. Leave Provisions.

*Catastrophic is defined by Merriam-Webster as "a momentous tragic event ranging from extreme misfortune to utter overthrow of ruin". In the Leave Bank this should be interpreted as a situation such as serious illness or other tragic event/extreme misfortune such as a tornado destroying one's home, or an accident or illness with serious injuries that may or may not be "life threatening" but requires prolonged absence

from school. The Leave Bank committee reserves the right to use its judgment to determine if the requested absence is based on a “catastrophic” event.

USD 405 – Lyons Board of Education did provide 100 days of leave to the bank on July 1, 2004. The Leave Bank became activated when certified staff donated an additional 100 days of their individual leave.

Employees who elect to participate shall contribute a minimum of two (2) days from their accumulated leave account to the Leave Bank. Members will be assessed an additional ½ of a day leave when the bank drops below 100 days. Employees may withdraw leave days only within the guidelines established by the Leave Bank Committee. Members who retire from the district or terminate from the district in good standing may donate the number of days available for buy back to the Leave Bank. The committee will notify members of an assessment.

Bylaws

1. The Leave Bank Committee shall administer the Leave Bank. It shall consist of five (5) members. One certified teacher will be selected from each USD 405-Lyons attendance center and the RCSSC by the recognized bargaining unit president. The Superintendent shall be an ex-officio member and the Board Clerk will act as the secretary. All members of the Committee must be members of the Leave Bank. Leave Bank Committee members will serve for five years. One Leave Bank Committee member will be renewed or replaced each year. Leave Bank Committee members must show active attendance and participation in the meetings or be subject to replacement. Vacancies will be filled by selection of a member by the recognized bargaining unit president.
2. The Leave Bank Committee shall have the responsibility of receiving, verifying, and approving or denying requests for Leave Bank withdrawals. The Leave Bank Committee will consider withdrawals solely in regard to catastrophic events. The Leave Bank Committee shall elect a chairperson and a vice-chairperson.
 - a. The Leave Bank Committee shall render a decision on all applications within ten (10) working days of its receipt whenever possible, but not later than 30 days.
 - b. The decision must reflect a majority of the entire Leave Bank Committee. The decision shall be final and binding and not subject to appeal.
 - c. A majority of Committee members (3) must be present to conduct the official business of the Leave Bank Committee. The

Leave Bank Committee shall meet at least once per year to discuss methods and procedures; this meeting may include consideration of Leave Bank requests.

3. Records of the Leave Bank shall be maintained by the Board Clerk. The Leave Bank Committee Secretary shall inform the Board Treasurer of all approved requests and the amount of additional leave granted the employee.

Membership

1. Membership in the Leave Bank is voluntary.
2. Any employee entitled to accumulate leave days in USD 405 – Lyons may become a member of the Leave Bank by donating two (2) days of his/her accumulated leave. First-year employees who choose to participate will donate two (2) days, if available, on September 20, of their first year of employment. If two (2) days are not available, the two (2) days will be donated from their next year's leave allotment.
3. An employee wishing to become a new member must sign a participation form by September 1 of the contract year, or within 30 calendar days of their hire date if hired after the beginning of the contract year, the deadline being the latter date.
4. Donations of leave to the Leave Bank are not refundable and not transferable.
5. Membership in the Leave Bank is considered continuous unless written notice of withdrawal of membership is received by the Leave Bank Committee within the enrollment period of a subsequent year.

Regulations and Procedures for Application for Leave Bank Withdrawals

1. A member of the Leave Bank shall be eligible to make application to the Bank provided they have a leave balance of zero (0).
2. In the event that a member is physically or mentally unable to make a request to the Leave Bank Committee, a family member or agent may file the request on the member's behalf.
3. All requests to withdraw days from the Leave Bank shall be filed with the Committee on the Leave Request Form.
4. The Leave Bank Request Form shall be accompanied by a physician's statement verifying catastrophic illness when applicable and attesting to the individual's incapacity to perform assigned duties.

5. An applicant may be required to undergo at his/her own expense a medical review by a physician approved by the Leave Bank Committee.
 6. Applicants may submit requests for extension of leave before their prior grant expires.
 7. All leave granted but not used by the employee must be returned to the Leave Bank.
 8. Leave granted to an employee by the committee does not have to be repaid except as all members are uniformly assessed.
 9. Each employee shall sign the Leave Bank Enrollment/Waiver Form stating that he/she is aware of the provisions of the Leave Bank and also that he/she relieves the Leave Bank Committee and USD 405 - Lyons from any liability as a result of action taken by the Leave Bank Committee.
 10. When an employee reaches or is likely to reach 180 calendar days of absence, a good faith application for KPERS and Social Security disability benefits must be filed. Failure to pursue the disability benefits will result in denial of additional days of leave granted from the Leave Bank.
- h) Advanced Leave – A teacher who has exhausted all authorized leave days may request additional leave to a maximum of three (3) days, to be deducted from the authorized days for the following school year. The request must be submitted to the superintendent, who will have discretion for approval, without any appeal. If additional leave is granted, the teacher shall have those days deducted from the thirteen (13) days leave authorized by paragraph 3. above. Teachers who have been granted advanced days pursuant to this provision will not be allowed to receive a lump sum payment of earned compensation in the June paycheck, unless the teacher authorizes the withholding of full daily pay times the number of advanced leave days used from the lump sum payment. In the event the teacher owes advanced leave when employment is terminated, full daily pay times the number of advanced leave days used shall be deducted from the final salary payment.

B. ACCUMULATION OF LEAVE AND REIMBURSEMENT

Upon completion of the contract year and pursuant to a request submitted by the teacher, the District will reimburse the teacher under the following conditions for the number of leave days granted for the current school year which have not been used. Except for part time teachers, payment will not be made for fractional days.

1. The Board shall honor such requests not to exceed a total expenditure of \$40,000 (the \$40,000 includes all teachers eligible for buy back under district policy). Administrators are not included.
2. The district will divide \$40,000 by the total number of days submitted for buy back. The quotient shall become the daily reimbursement up to a maximum of \$90 per day.

A form will be distributed in May before the end of the contract year. The employee will submit the completed form to the Frisbie Education Center no later than the last contract day.

C. MATERNITY -- PARENTAL LEAVE

Maternity Leave: Pregnancy and pregnancy-related illnesses that prevent a teacher from performing her duties are illnesses to which the leave policy applies. Up to six (6) weeks [thirty (30) consecutive contract days] paid maternity leave will be granted to the mother following the birth of the teacher's child or following the adoption of a child by the teacher. Leave will be granted only when the 30 days enter the contract year and will only be paid for contract days.

Parental Leave: Parents may utilize leave following the birth of the teacher's child or following the adoption of a child by the teacher. The leave can be utilized even though the teacher is physically able to resume employment. Adoption does not include providing care for a foster child in the teacher's home.

If both parents are teachers in the school district, only one at a time will be granted maternity/parental leave not to exceed thirty (30) days total. The teacher-parents will elect which one will take the maternity/parental leave.

A teacher requesting parental leave shall attempt to make the request to the Superintendent of Schools at least two (2) weeks in advance of the anticipated date of leave.

D. PROFESSIONAL LEAVE

Each individual teacher will be granted professional leave through the building in which he/she has been assigned as a "home school". Each teacher shall be guaranteed at least one professional leave day to be used at his/her discretion.

E. ACADEMIC CONTEST ADJUDICATION OR ACADEMIC PRESENTATION

Academic contest adjudication or academic presentation will be handled as professional leave using the following procedure:

1. The teacher under the professional leave provisions of the negotiated agreement submits a professional leave request to the building principal.
2. The principal approves or denies the professional leave request.
3. If the professional leave request is denied, the teacher may request a leave day under the leave provision of the negotiated agreement.
4. All pay and reimbursement of expenses received from the organization requesting the services of the teacher will be the property of the teacher.

F. LEAVE OF ABSENCE

The purpose of this provision is to establish procedure whereby teachers will be afforded the opportunity for professional growth by utilizing opportunity for advanced education, travel, and work in related areas.

1. It is provided, however, that not more than three (3) teachers be granted leave under this plan per school year, selection determined by the Board. In order for a teacher to qualify:
 - a. The teacher must have a minimum of five (5) years of teaching employment with USD 405.
 - b. The teacher must be fully licensed to teach in Kansas.
 - c. There must be a suitable replacement under contract with USD 405 for the duration of the event.
 - d. The teacher must agree to return for two (2) additional years of employment following the leave, barring illness, injury or mutual termination.
2. The teacher will return at the salary level based on his/her years' of experience and level of education.
3. During the leave, the teacher will waive all salary compensation by USD 405.

G. ASSOCIATION LEAVE

The LUTA officers will each be granted up to three (3) days leave per year. This will be allowed for association business and shall be subject to prior approval procedures presently employed.

H. WORKERS' COMPENSATION

The Board of Education shall provide workers' compensation insurance for all teachers as required by Kansas law. In the event of a work-related injury, the teacher shall notify his/her immediate supervisor immediately. A claim may be denied if there is a failure to notify USD 405 within 10 days of the injury. In the event that the treating physician restricts the teacher from performing his/her job duties, and the teacher is entitled to total compensation payments from the workers compensation insurance carrier, the teacher's pay will be reduced by the amount received from worker's compensation. Once the teacher has reached maximum medical improvement as identified by his/her treating physician, the teacher will be expected to resume normal teaching duties. Time missed from employment as a result of a work-related injury shall not count against the teacher's accumulated and current leave days.

IV. COMPENSATION

A. REGULAR COMPENSATION

To allow for horizontal movement on the salary schedule for those teachers eligible to move across.

1. SALARY SCHEDULE (See Attached Salary Schedule on Appendix B).

a) GENERAL RULES

- (1) The acquisition and presentation of all materials needed by the certified employee to verify salary schedule movement and placement are the responsibility of the employee.
- (2) Employees who will be eligible to move on the salary schedule shall notify the Board Clerk by the Friday before Memorial Day. All materials needed to certify an employee's movement on the salary schedule must be received by the Board Clerk no later than the Friday prior to Labor Day.
- (3) At the time of hire, a new teacher in a "hard to fill position," as determined by the board, may be placed at a step deemed appropriate by the superintendent. The placement will not exceed 6 steps above their experience level. Column placement shall be determined by the education level of the teacher.
- (4) The maximum vertical movement in any one year is one step.
- (5) Positions requiring 60 graduate hour graduate programs will be placed at the M45 Column regardless of whether the degree awarded is a Master's or Specialist's.

b) PLACEMENT AND MOVEMENT ON COLUMN

- (1) Each certified employee shall be eligible and shall receive the highest salary to which their highest degree and additional semester hours entitle them.
- (2) To be eligible for an appropriate degree column, the certified employee must have earned the degree that the column requires. Hours for column movement must be subsequent to the date of the certified employee's latest degree.

- (3) Certified employees advancing from one column to another shall move to the step on the higher column.

c) **PLACEMENT AND MOVEMENT ON STEP**

- (1) Except as identified in a) 3. above, at the time of employment, a teacher shall qualify for one step for each year of teaching experience. Teachers who have partial years of teaching experience will be allowed a full step for the partial year of experience.

d) **OTHER COMPENSATION**

- (1) At the time of employment, a teacher may be reimbursed for moving expenses. Moving expenses are only allowed for new employees who are establishing a residence within the boundaries of USD 405. Maximum actual moving expenses are limited to \$3,000. The teacher must submit reimbursement receipts within 30 days.
- (2) Teachers employed by the Rice County Special Services Cooperative may be granted moving expenses at the discretion of the Rice County Special Services director. Moving expenses are only allowed for new employees that are establishing residency within the Rice County Special Services Cooperative. Maximum actual moving expenses are limited to \$3,000. The teacher must submit reimbursement receipts within 30 days.
- (3) After notifying the Association, the board, at its discretion, may distribute excess monies equally to all certified staff without formally reopening negotiations unless language in the agreement is changed.

e) **VOCATIONAL SPECIAL NEEDS**

- (1) Teachers in a position that requires a Vocational Special Needs endorsement may be paid a rate other than that stipulated on the salary schedule, but not less than the previous year's salary.

B. SUPPLEMENTAL CONTRACT SALARY SCHEDULE

MULTIPLE ASSIGNMENT BONUS

Any teacher performing multiple non-shared Category 1 – Bonus Eligible Supplemental Contract Positions will be eligible for an additional percentage per the Multiple Assignment Bonus Schedule shown below:

<u>Number of Bonus Eligible Positions</u>	<u>Percent Bonus of Base</u>
2	2%
3	3%
4	4%
5 or more	5%

Category 1 – Bonus Eligible Supplemental Contract Positions:

All percentages are applied to the negotiated salary schedule (Column 1 Step 1) for the fiscal year in which it is adopted. These positions are not covered by continuing contract law and are supplemental to the teaching contract. All contracted amounts will be rounded to the nearest dollar.

Only supplemental contracts issued by the Friday prior to Labor Day are eligible for the Multiple Assignment Bonus unless a position is added due to increased student participation or the position is open as the result of a resignation after the Friday prior to Labor Day.

Teachers who resign from supplemental contracts after the bonus has been added to their contracts will have the appropriate percentage deducted from their next paycheck.

	<u>0-4 yrs</u>	<u>5-9 yrs</u>	<u>10-14 yrs</u>	<u>15+ yrs</u>
Head Coach HS Football – Basketball	15.8	16.8	17.8	18.8
Combined Head Coach HS B&G Track*	15.8	16.8	17.8	18.8
Head Coach HS (all other sports)	11.7	12.7	13.7	14.7
Assistant Coach HS (all sports)	8.2	9.2	10.2	11.2
Head Coach MS Basketball	8.9	9.9	10.9	11.9
Head Coach MS B&G Track*	9.9	10.9	11.9	12.9
Head Coach MS (all other sports)	7.9	8.9	9.9	10.9
Assistant Coach MS (all sports)	5.9	6.9	7.9	8.9

**Mutual agreement of coach and administration*

Maximum experience in coaching in USD 405 Lyons will transfer to every sport. Coaching experience from other districts will be granted at the discretion of the Board.

Spelling Bee Coach	5.0%
Junior Sponsors	4.0%
Senior Sponsor	4.0%
High School StuCo Sponsor	6.0%
Middle School StuCo Sponsor	4.0%
High School Cheerleader Sponsor	10.7%
High School Assistant Cheerleader Sponsor	5.0%
Middle School Cheerleader Sponsor	6.0%
Or	
MS Cheer Spon & Asst HS Cheer Spon combined	8.0%
Scholars Bowl Sponsor	6.0%
Assistant Scholars Bowl Sponsor	4.0%
National Honor Society Sponsor	3.0%
High School Yearbook	6.75%
Middle School Yearbook	4.0%

High School Drama Sponsor	6%
Assistant High School Drama Sponsor	4%
High School Musical Sponsor	6%
Assistant High School Musical Sponsor	4%
Assistant Debate	5.0%
Assistant Forensics	5.0%
High School Robotics Coach	5.0%
Middle School Robotics Coach	5.0%
Flag Corps Coach	3.0%

Category II – Non-Bonus Eligible Supplemental Positions

Teacher Mentor	2.5%
or the amount allocated through the State Mentor Teaching Program, whichever is greater.	
ESL Endorsement (until Census based)	2.0%
Freshman/Sophomore Sponsors	2.0%
Professional Development Council	2.5%
RCSSC Teachers	
(managing RCSSC Paraeducators)	2.0%
Wellness Coordinator	2.0%
Concession Stand Supervisor	6.0%
Concession Stand Assistant Supervisor	5.0%
Long-term Substitute Teacher Mentor	0.25% per month and prorated

The entire supplemental percentage is awarded to teachers who agree to fill the supplemental contract position as requested by the administration. However, teachers who request to share a position with another employee allow for the total supplemental compensation to be divided among those employees performing the supplemental duty. In the event the duties of a supplemental position are reduced due to a mandatory order of federal, state, or local authorities that prevents the contracted activities from proceeding, coupled with a reduction in funding from the state, then the employee will be paid a prorated share of the agreed compensation, calculated based on the percentage of the contractual duties actually performed. If a portion of that prorated share has been prepaid, it will be deducted from future pay. For the purposes of this clause, proration will be based on the KSHSAA-specified start through the last regular season competition of the affected season.

Accompanist

(Rounded to the nearest \$0.05) $.0006 \times \$40,000 = \24.00 per hour

Work Duty: Supplemental work duty assignments are administered by the Lyons High School Activities Director. Teachers may perform work duties on a voluntary basis and will be paid on an hourly basis at the Standard Hourly Rate.

Standard Hourly Rate: For voluntary assignments that are not part of a teacher's professional duties, the teacher will receive up to eight (8) hours of pay at the Standard Hourly Rate during each twenty-four (24) hour period of the assigned duty.

Standard Hourly Rate

(Rounded to the nearest \$0.05) $.00041 \times \$40,000 = \16.40 per hour

Summer Instructional Hourly Rate

(Rounded to the nearest \$0.05) $.0006 \times \$40,000 = \24.00 per hour

Administrative Directed Curriculum Work

(Rounded to the nearest \$0.05) $.0006 \times \$40,000 = \24.00 per hour

Any curriculum work completed outside the basic teachers' duties (that has been pre-approved or directed by school administrators) or any pre-approved curriculum work done outside the contract year.

Compensation for Providing In-service

Teachers will be paid \$100 per topic when presenting during professional development days or by approval of the superintendent or designee for in-service and/or workshops outside of the professional day.

Summer Drivers' Education

Instructional Hourly Rate

(Rounded to the nearest \$0.05) $.00073 \times \$40,000 = \29.20 per hour

Summer Special Education Coordinator

(Rounded to the nearest \$0.05) $.001 \times \$40,000 = \40.00 per hour

Mileage Reimbursement

Employees shall be reimbursed for use of personal vehicles for approved mileage at the rate established for State of Kansas employees by the Kansas Department of Administration.

C. ACADEMIC EXTENSIONS

Individuals in the positions below will receive an additional percentage of the individual teacher's base salary for the school year in which the teacher performs the service. These positions are subject to continuing contract law and are part of the teaching contract.

Debate	14%
Forensics	14%
District Library Director	10%
Foreign Language Club Sponsor	3%
Gifted Instructor	3%
Head Instrumental Instructor	10%
Head Vocal Instructor	8%
School Psychologist	10%
Behavior Disorder Coordinator	8%
High School FCCLA Sponsor	4%
Autism Coordinator	8%
Speech Language Pathologist	3%
FFA Sponsor	14%
District ESL Facilitator	13.5%

D. EXTENDED CONTRACT DAYS

The Board may offer extended contracts to teachers for services provided in addition to the basic contract. Teachers may submit to the Superintendent a request for an extended contract. Extended contracts are for one contract year only and are not a part of the basic contract. Extended contracts are not subject to the continuing contract law. Compensation for extended contracts will be at the daily rate of pay (the teacher's basic salary schedule amount for the teacher duty days contracted), for a specified number of days. Daily rate of pay duties will include, but not necessarily be limited to: Preparation before or after the contract year in a teacher's area of responsibility. The superintendent will notify LUTA each year which positions have extended contracts.

Individuals in positions identified as follows will provide services related to their primary teaching responsibilities for the additional number of days listed to the right of their position. The rate of pay will be .5% per day of the individual teacher's base salary for the school year in which the teacher performs the service:

High School Guidance Counselor	20 days
High School Head Instrumental Music	20 days
FFA Sponsor	20 days
School Psychologist	10 days
Middle School Guidance Counselor	10 days
District Library Director	5 days

E. TUITION REIMBURSEMENT

The District will reimburse teachers for up to \$200 per credit hour of continuing college education tuition for passing grades in a program that leads to an endorsement in Special Education, English as a Second Language, or an area of need identified and approved by the Superintendent.

F. PROFESSIONAL DEVELOPMENT COUNCIL (PDC)

In addition to movement on the salary schedule with college hours (undergraduate or graduate), authorization is given for use of professional development points to move laterally on the salary schedule. Collection of professional development points for awareness/reporting, presentation, and implementation (not higher education) points will be applied to the contract. The ratio will be 20 points equal one (1) graduate credit hour.

G. FRINGE BENEFITS

(Employer Partially-Paid Plan and Cafeteria Section 125 Salary Reduction Agreement) The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall also provide the opportunity for each teacher to execute a salary reduction agreement once

annually, under the terms and conditions listed in the Unified School District #405 – Lyons Internal Revenue Code Section #125 “Cafeteria” Benefit Plan.

H. HEALTH INSURANCE FRINGE

1. The Board shall pay \$679 per month per full time teacher toward health/dental insurance premiums effective September 1, 2023. If an eligible teacher elects "dental only" coverage, the Board shall pay an amount equal to the dental premium, not to exceed the health insurance fringe amount. The Board shall pay to the insurance provider on behalf of each part-time teacher an amount of money proportionate to the amount of time the teacher is employed by the Board.
2. In the event additional benefits are selected and the monthly premium exceeds the Board's contribution, the teacher shall authorize a deduction from his/her salary in the amount of difference between the monthly premium and Board's contribution.
3. The Board shall provide each teacher a description of the benefit coverage provided within ten (10) days at the beginning of the school year or the date of employment, which shall include a clear description of conditions and limits of coverage as provided above. When requested by the teacher, the Board shall provide applications and, when necessary, information about the program.
4. If an individual's contract is terminated or non-renewed, the provisions of the Consolidated Omnibus Reconciliation Act - 1985 (COBRA) shall become effective.

I. TAX SHELTERED ANNUITY

The Board shall transmit tax-sheltered annuity funds on behalf of its teachers pursuant to K.S.A. 72-2243. Information on tax-sheltered annuities is available from the Clerk of the Board of Education.

Teachers may request a separate salary deduction agreement for the purpose of contributing to a tax-sheltered annuity. The Board shall allow each teacher to adjust their contribution each school year by completing the necessary paperwork.

In the event an IRS ruling would require social security withholdings on all provisions of the salary reduction package, the school district will assume full payment of the employer share of social security withholdings.

The withdrawal procedure for salary deduction dollars in annuity accounts will be handled by the teacher with the tax-sheltered annuity representative.

In case of an IRS ruling, which might jeopardize the benefit program(s), the Board of Education will retain authority to discontinue that portion of the benefit immediately, and another benefit option can be chosen by the teacher.

The providers of tax-sheltered annuities shall be limited to those companies with a hold harmless agreement on file with the USD 405 Treasurer and with whom at least five (5) teachers initially have investments. In the event that a teacher joins the staff with participation in a different provider, the teacher shall elect one of the qualified providers.

J. EARLY RESIGNATION/RETIREMENT NOTICE INCENTIVE

The board will pay an early resignation bonus to teachers who submit either their resignation or retirement intentions effective at the end of the current contract year.

Notice by:

January 15 - \$1,500

February 15 - \$750

K. NATIONAL CERTIFICATION FOR TEACHERS

The parties agree that one way to document quality instruction is for employees to pursue certification from the National Board for Professional Teaching Standards. The District agrees to support candidates for NBPTS certification in the following ways:

Participation by employees will be voluntary.

Each employee pursuing NBPTS certification shall have 2 days of professional leave to use at his/her discretion during the contract year.

Each employee pursuing NBPTS certification shall have access to video technology equipment and technical assistance from district employees skilled in using such equipment.

No materials created for the portfolio component may be used for the evaluation of the employee except upon the request of the employee.

Any monetary payment from the State of Kansas for achieving NBPTS certification shall be in addition to that paid by the District.

V. RETIREMENT PROGRAMS

A. EARLY RETIREMENT (only applies to those employed on or before 6/30/18)

The Board of Education of USD 405-Lyons encourages teachers of the district to recognize a personal obligation to provide for the necessary

financial security that, combined with the KPERS retirement plan, will allow for flexibility in determining a date of retirement.

Teachers of USD 405-Lyons who may find it necessary or desirable to retire from employment with the district prior to their 65th birthday may elect to take early retirement under the terms and conditions of this policy. However, teachers who retire after their 65th birthday will remain eligible for the leave buy out provisions of the early retirement program.

The following definitions shall apply to this policy:

- "Certified Teacher" shall mean any person employed by the Board of Education in a position which requires a license issued by the State Board of Education in a professional, educational, instructional capacity or an administrative position.
- "School Year" shall mean that period of time from July 1 to June 30 of the following calendar year.
- "Average Salary" shall mean the average salary of the four highest base contracted salaries in USD 405 (not to include fringe benefits, supplemental salary or extended contract salary).

1. ELIGIBILITY

A.) A teacher is eligible for early retirement if such person meets the three requirements below prior to July 1, 2028:

- 1.) is currently a certified teacher of USD 405, and
- 2.) is eligible for full KPERS early retirement benefits, and
- 3.) has a minimum of twelve (12) years of employment with USD 405.

B.) A teacher may apply for early retirement by giving written notice to the Superintendent of Schools. The benefits to which the teacher shall be entitled for the timeliness of the notice are specified in V. A. Early Retirement. Early retirement will be effective in accordance with KPERS established retirement dates.

C.) Written notice of intent shall include the following information:

- 1.) A statement of the applicant's desire to take early retirement.
- 2.) The anticipated date of retirement.
- 3.) The applicant's birth date and age on the date of retirement.
- 4.) Current mailing address and telephone number.
- 5.) The applicant's desire to or not to maintain health insurance through the school sponsored program.
- 6.) The applicant's Medicare eligibility date.

- D.) The Superintendent shall notify the applicant in writing of all Board action on the application and the amount of retirement benefit.

2. **BENEFIT**

A.) Leave Buy Out

USD 405 will provide for all teachers, upon written notification of retirement intentions, a provision to compensate the retiring teacher for all accumulated leave. The lump sum payment of this retirement benefit will be payable on the last payroll of the teacher's employment. The amount for leave buy-back shall be as follows, dependent upon the date of notification of early retirement to the Superintendent:

- 1.) Written notification on or before March 15 shall entitle the retiring teacher to payment for a maximum of thirteen (13) days of accumulated leave pursuant to III. Leave Provisions 2., and payment of \$35.00 for any additional accumulated days to a maximum of eighty-seven (87). Leave buy back shall not exceed one hundred (100) days.
- 2.) Written notification received by the Superintendent between March 16 and April 15 shall entitle the retiring teacher to compensation based on \$35.00 per day for accumulated leave days to a maximum of one hundred (100) days.
- 3.) Written notification to the Superintendent between April 16 and June 15 shall entitle the retiring teacher to receive compensation for unused leave only for the year in which the teacher retires.
- 4.) Teachers who are notified of a change in job assignments after March 1 shall have the opportunity to receive the buy-back compensation in V. Early Retirement 2.A.)1. (above) if written notice to retire is submitted within two (2) weeks.

- B. The total retirement benefit shall be an amount equal to the average salary multiplied by 4%.
- C. The early retirement yearly benefit shall be payable by the district in twelve (12) monthly payments, (or if the district chooses, it may accelerate the payments to semi-annual or annual) beginning with the first pay period following the last pay period covering the retiree's regular salary. Early retirement payments will be forwarded to a district approved 403(b) account. Any administrative fee (for the purpose of maintaining the account) will be divided equally between the employee and employer. All tax obligations shall be deducted as required by law.
- D. Health Insurance

As a retirement incentive, USD 405 shall provide an employer-paid contribution toward membership in the district health insurance program for a designated period of time. The monthly payment will be \$308.00. The benefit for the same type of coverage (family or single) is open to all teachers who are participants in the district health insurance program at the time of their announced retirement. (Plan year begins October 1 or because of a qualifying event.)

- E. The district-paid premium, \$308.00 per month, will be issued monthly for a period of five (5) years or to the month in which the "teacher" attains Medicare eligibility, whichever date occurs first.

Early retirement compensation may not exceed five (5) years or to the month in which the teacher attains Medicare eligibility, whichever occurs first.

- F. Early Retirement Benefits for Part-Time Teachers

Anyone who has worked as a part-time teacher in their last 4 years of employment with USD 405 will have the following criteria applied for benefits upon eligibility for district early retirement benefits.

- 1.) The total retirement benefit will be calculated on 4% of the average of their last 4 consecutive years' salary for part-time teachers.
- 2.) The portion of district-paid health insurance (required to have one year before retirement) will be prorated at the same percentage as their average work pro-rata over the last 4 years of employment. (For example, if in the last 4 years, an employee was 1.0 FTE for two years and .5 FTE for two years, the average would be 0.75 and they would be entitled to 0.75 of \$308.00 per month.) This entitlement

would be for a maximum of 5 years or until the month they reach Medicare eligibility.

- 3.) Teachers will be eligible to sell back their unused leave days in an amount equal to the pro-rated average employment for the preceding four years.

3. ADDITIONAL PROVISIONS

- A.) A teacher who takes early retirement shall have the responsibility to keep the school district informed of his/her mailing address and telephone number.
- B.) Re-employment in USD 405 after a teacher takes early retirement shall be at the discretion of the Board of Education.
- C.) Upon the death of the retired teacher, any early retirement benefits shall be prorated to date of death, with no benefits occurring after death.
- D.) If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, the plan shall then be immediately terminated and shall be of no further force or effect unless readopted by the Board of Education of USD 405.

B. EMPLOYER MATCHING RETIREMENT

1. A teacher who is eligible for the Early Retirement program above before July 1, 2028 has the option to stay in the current Early Retirement program or to move to the Employer Matching Retirement program. Once the matching plan is chosen they may not move back to the early retirement plan.
2. The employer matching funds shall not vest with a teacher until after five (5) years in the matching plan.
 - After 5 years - the employee shall be entitled to retain 50% of the employer's match.
 - After 6 years - the employee shall be entitled to retain 60% of the employer's match.
 - After 7 years - the employee shall be entitled to retain 70% of the employer's match.
 - After 8 years - the employee shall be entitled to retain 80% of the employer's match.
 - After 9 years - the employee shall be entitled to retain 90% of the employer's match.
 - After 10 years- the employee shall be entitled to retain 100% of the employer's match.

3. Teachers shall choose their retirement plan investments.
4. The employer matching funds will be invested together in a single fund.
5. Employer will match up to \$25 per month.

C. LEAVE BUY-OUT

USD 405 will provide for all teachers, upon written notification of retirement intentions, a provision to compensate the retiring teacher for all accumulated leave. The lump sum payment of this retirement benefit will be payable on the last payroll of the teacher's employment. The amount for leave buy-back shall be as follows, dependent upon the date of notification of early retirement to the Superintendent:

1. Written notification on or before March 15 shall entitle the retiring teacher to payment for a maximum of thirteen (13) days of accumulated leave pursuant to III. Leave Provisions 2., and payment of \$35.00 for any additional accumulated days to a maximum of eighty-seven (87). Leave buy back shall not exceed one hundred (100) days.
2. Written notification received by the Superintendent between March 16 and April 15 shall entitle the retiring teacher to compensation based on \$35.00 per day for accumulated leave days to a maximum of one hundred (100) days.
3. Written notification to the Superintendent between April 16 and June 15 shall entitle the retiring teacher to receive compensation for unused leave only for the year in which the teacher retires.
4. Teachers eligible for Early Retirement who are notified of a change in job assignments after March 1 shall have the opportunity to receive the buy-back compensation in V. Early Retirement 2.A.)1. (above) if written notice to retire is submitted within two (2) weeks.

VI. GRIEVANCE PROCEDURE

A. GRIEVANCES PROCEDURE AGREEMENT

Purpose- The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual teachers of USD 405, Rice County, Kansas, at the lowest level.

Definitions- Grievance shall mean any alleged violation of the terms and conditions of a teacher's contract of employment, or any violation or denial of any employee's legally protected rights.

"Grievant" means a licensed employee of USD 405, Rice County, Kansas who has a grievance. The Lyons Unified Teachers' Association (LUTA) may serve

as a representative on behalf of a group of teachers with a common alleged violation.

Words denoting gender shall include both masculine and feminine, and words denoting number shall include singular and plural.

Procedures- In general, the adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom the grievance is being considered.

Level 1- A grievant shall first take up the grievance with the immediate administrative supervisor in private informal conference(s). Every effort shall be made to adjust the grievance in an informal manner. If the grievant is dissatisfied with the outcome of the initial private conference(s), the grievant may request, in writing, a formal conference with understanding of the facts and the issues in order to create a climate, which will lead to a solution. The written request for the formal conference shall be made within five (5) days of the last informal conference. The formal conference shall occur within five (5) school days of the administrative receipt of the written request.

Level 2- In the event that the grievant is not satisfied with the disposition of the grievance at Level 1, or in the event that no decision is reached within five (5) school days after the formal presentation of the grievance, the grievant may appeal the matter in writing to the superintendent of schools. If the grievant appeals the grievance to the superintendent, the superintendent or his designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) days after the appeal has been received by the superintendent. If the grievant does not appeal the grievance to the superintendent within thirty (30) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.

Level 3- If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within ten (10) school days after the date the grievance was filed with the superintendent or his designated representative under Level 2, then the grievant may appeal the grievance to the Board of Education for the purpose of final adjustment of the grievance by submitting a written request to the clerk of the board within ten (10) school days after the superintendent or his designated representative has rendered a decision or after the expiration of said ten (10) days. The Board of Education shall, within thirty (30) school days after the receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing.

Supplemental Conditions- All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.

Upon the final determination of the grievance, the documents, communications and records, excepting a record of the grievance and the final adjustment thereof, and excepting records required by law to be kept and maintained, shall be destroyed.

At each step of the procedure for adjusting grievances after the initial private conference(s) with his/her immediate administrative superior, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.

All grievance hearings shall be confidential.

All discussions and hearings shall be conducted at times other than when school is in session.

It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as he/she is aware of a grievance.

Excluded from the grievance procedure shall be matters for which law mandates another method of review.

Only the grievant (or LUTA on behalf of a group of grievants with a common grievance) may file a grievance or an appeal from Levels (1) & (2).

The filing of a grievance at all levels shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should include the time, date, and place of the event or act and the names of and addresses of any witnesses thereto.

A written response will be recorded following the proceedings and a copy given to the grievant beginning at the level of formal conferences.

Filing of any grievance procedure shall not become part of personnel file nor considered in matters of termination or re-employment.

VII. DISCIPLINARY PROCEDURE

A. COMPLAINTS ORIGINATING OUTSIDE THE APPRAISAL PROCEDURE

1. When a complaint from a non-evaluator (patron, student, colleague, etc.) is registered against a teacher, the district will notify the teacher within two (2) school days. If the complaint is made directly to the teacher, the teacher will notify the administration.
2. A complaint shall be in writing, stating the nature of the allegation, with the specific facts related to the charge, including the name of the individual(s) making the criticism. The Board shall provide forms for this purpose.
3. The teacher shall have the right to respond to the complaint in writing and/or meet with the complainant.
4. All responses shall be attached to the complaint and be kept in the teacher's evaluation file.

VIII. FAIR DISMISSAL OF TEACHERS

1. The Board and LUTA agree that a Fair Dismissal (for termination and/or non-renewal) procedure for experienced teachers mutually benefits the District and its professional employees. The provision of a process for Dismissal (defined as, "termination and/or non-renewal") balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
2. For the first four (4) years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline at the sole discretion of the Board for any reason which is neither discriminatory nor unconstitutional. Probationary teachers are not entitled to the hearing rights set out in the remainder of this Article.
3. Starting in year five (5) of teaching within the district, teachers shall have earned non-probationary status. At its discretion the Board may grant non-probationary status to any teacher prior to year four.
4. Non-probationary teachers may be dismissed only for good cause. "Good cause," for purposes of this provision, shall mean that the conduct at issue violated the law or board policy, or otherwise substantially interfered with the district's mission of providing an efficient and positive educational environment for students and working environment for district employees.
5. If the proposed Dismissal is based upon poor job performance, the District shall be in substantial compliance with teacher evaluation requirements set out by Kansas statutes. District administrators shall inform the teacher that they are not meeting performance expectations, and the full evaluation process shall be utilized, including a measurable

- plan of improvement and time frame for completion. The plan of improvement shall be developed collaboratively, but the final decision on the appropriate plan rests with the building principal.
6. If the proposed Dismissal is for reduction in force, that separate procedure as outlined in the Negotiated Agreement shall be followed.
 7. If the Board determines that the non-probationary teacher shall be non-renewed, the teacher shall be notified in writing prior to the continuing contract date. The notification shall include the reasons for the nonrenewal, as well as the evidentiary basis used by the Board to reach its decision.
 8. Following an appropriate investigation, if the Board determines that misconduct exists sufficient to warrant termination, the Board shall notify the affected teacher in writing. The notification shall include the reasons for termination, as well as the evidentiary basis used by the Board to reach its decision.
 9. The teacher shall have fourteen (14) calendar days following receipt of notice of Dismissal by the Board to file a written request with the clerk of the Board for a panel hearing to challenge their Dismissal. The teacher will acknowledge that statements made during and possibly prior to the panel meeting may include information that is otherwise confidential, and in order to present all necessary information, the teacher will need to waive all rights of confidentiality once notification for hearing is requested.
 10. Within fourteen (14) calendar days of the written request, a panel of three representatives chosen by the Board (no more than two of whom may be members of the BOE) and three representatives chosen by LUTA shall conduct a panel hearing concerning the Dismissal. This hearing shall be held in closed session and shall not be recorded or streamed. At the panel hearing, the Board, through district administration, shall state the reasons supporting Dismissal and provide all evidence offered in support of the Board's decision. The teacher and LUTA representatives shall be entitled to ask questions of the Board representatives, present evidence, and to refute or contest the purported reasons for Dismissal. The Board representatives may ask questions of the teacher related to the evidence and statements that the teacher presents. The teacher may be accompanied by a support person of their choosing. However, it is expected that the teacher will take responsibility for presenting his/her own case at the panel hearing. Neither the Board nor the teacher is entitled to have legal counsel present for the panel hearing.
 11. The panel shall deliberate in closed session and shall make a non-binding recommendation to the Board whether Dismissal is deemed warranted.
 12. The board shall reconsider its reason or reasons for nonrenewal. Within ten (10) days of the review meeting the teacher shall be notified in writing of the board's final decision. The decision of the board shall be final and non-appealable to litigation.
 13. This section will not be modified for a period of four (4) years - through the 2026-27 school year - from incorporation in the Agreement to determine its effectiveness and usage, and will expire at that same

time, unless extended by agreement between the Board of Education and LUTA.

IX. REDUCTION IN STAFF

A. REDUCTIONS IN STAFF REASONS

If the Board of Education determines that one of the following reasons exists, a Reduction in Staff may be implemented. The Board must make a finding that one of the enumerated situations exists:

1. Economic funding for the district has reduced to a level requiring modification to the budget, including, but not limited to, reduction of certified staff.
2. Student enrollment has reduced to a level that effectively eliminates programs, courses or state or local funding to maintain the program.
3. The lack of student enrollment in courses or programs which obviate the need for the certified staff person for those courses or programs.
4. Withdrawal of state certification, accreditation or approval for a specific program requiring a reorganization of curriculum and goals.
5. In making staff reductions, the administration shall consider the following: certifications, qualifications, training, skills, evaluations, interests in a teaching area, and work and activities that support the mission of the district.

B. REDUCTIONS IN STAFF PROCEDURE

If the Board of Education determines that a reduction in staff is necessary, the following procedures will be used. To the extent the Board considers practical, the reduction will be accomplished through attrition.

1. If the Board determines that the required reduction cannot be accomplished entirely through attrition, the Board shall give written notice to the Association of its intention to implement a reduction in force.
2. The Board retains the sole discretion and authority to determine the number of teaching positions to be reduced.
3. Affected personnel shall be provided written notice of termination 30 calendar days prior to their last scheduled workday.

C. RECALL PROCEDURE

If the Board of Education has declared a reduction in staff is necessary and has given written notice to the Association as required under B. 2. above, the following procedures will apply.

1. As positions are reduced, teacher names will be placed on a list in the order of their selection. When the list is complete, a copy of the list shall be dated and given to the Association. If necessary, additional lists may be completed, dated and a copy furnished to the Association.
2. After implementing such a reduction procedure, a list of names of teachers affected because of reduction in staff shall be maintained for two (2) years from its date. Any teacher in this category shall no longer be considered an employee and shall have no employee rights or benefits other than those required by law. It shall be the responsibility of affected teachers to keep the Frisbie Education Center informed of their current address and any changes in teaching qualifications and certification.
3. If a vacancy occurs within the two (2) year period specified in paragraph 2 above for which any teacher named on the list is licensed and is considered by the District to be qualified, and the position cannot be filled from teachers then currently on the teaching staff, as provided below, the position shall be offered to such teacher. The determination of whether teachers are similarly qualified shall be made by the District and shall be binding upon all concerned. ~~In the event more than one teacher is considered similarly qualified, the position will be offered to the teacher with the most seniority in the District.~~ The normal employment procedures will be utilized by the District to determine the teacher that is best qualified to fill the position, including levels of minority teachers, and this determination shall be binding on all concerned. A vacancy shall not be deemed to exist for purposes of this paragraph if the position may be filled by a non-probationary teacher currently on the teaching staff. Similarly, the District shall not be obligated to offer any teacher a position of greater full-time equivalency.
4. Any teacher reemployed by recall shall be given salary, related benefits, and the experience level to which he or she was entitled at the last date of employment. No teacher shall lose reemployment rights by securing other employment. Appropriate credit on the salary schedule will be given for teaching experience in a KSDE accredited school as if continuously employed with USD 405.
5. If any teacher named on the list waives recall rights in writing, fails to accept recall to a position for which the teacher is qualified, fails to respond within fifteen (15) calendar days of a recall notice sent to the

latest address which the teacher has furnished, or fails to report for duty and accept the position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.

X. APPENDIX A

USD 405-LYONS SUMMATIVE EVALUATION PROCEDURES

COMPONENTS

McREL's Teacher Evaluation System contains the following components:

Component 1: Training

Before participating in the evaluation process, all teachers, principals, and peer evaluators must complete training on the evaluation process.

Component 2: Orientation

Within two weeks of a teacher's first day of work in any school year, the principal should provide the teacher with a copy of or directions for obtaining access to:

- * The Teacher Evaluation Rubric (the Rubric).
- * A schedule for completing all the components of the evaluation process.

Component 3: Teacher Self-Assessment

Using the Teacher Evaluation Rubric, the teacher shall rate his or her own performance at the beginning of the year and reflect on his or her performance throughout the year.

Component 4: Pre-Observation Conference

Before the first formal observation, the principal should meet with the teacher to discuss the teacher's self-assessment based on the Teacher Evaluation Rubric, the teacher's most recent professional development plan, and the lesson(s) to be observed. The teacher will provide the principal with a written description of the lesson(s). The goal of this conference is to prepare the principal for the observation. Pre-Observation conferences are not required for subsequent observations.

Component 5: Observations

A formal observation should last at least 45 minutes or an entire class period.

A. Beginning/Non-tenured Teachers

1. The principal should conduct at least three formal observations of all probationary teachers.

B. Career Status/Tenured Teachers

1. Career/tenured teachers should be evaluated annually, unless the district establishes a different evaluation cycle for career teachers.
2. During the year in which a career status teacher participates in a summative evaluation, the principal should conduct at least three observations, including at least one formal observation.

During observations, the principal and peer (in the case of a beginning/non-tenured teacher) should note the teacher's performance in relationship to the applicable standards on the Teacher Evaluation Rubric.

(Time line: 1st and 2nd year teacher – each semester by the 60th school day; 3rd and 4th year teacher – annually by February 15; 5th and subsequent years –tri-annually by February 15th.)

Component 6: Post-Observation Conference

The principal should conduct a post-observation conference no later than ten school days after each formal observation. During the post-observation conference, the principal and teacher discuss and document on the Rubric the strengths and weaknesses of the teacher's performance during the observed lesson.

Component 7: Summary Evaluation Conference and Scoring the Teacher Summary Rating Form

During the summary evaluation conference, the principal and teacher shall discuss the teacher's self-assessment, the teacher's most recent Professional Development Plan, the components of McREL's Teacher Evaluation System completed during the year, classroom observations, artifacts submitted or collected during the evaluation process and other evidence of the teacher's performance on the Teacher Evaluation Rubric.

At the conclusion of the evaluation process, the principal will:

- A. Give a rating for each element in the Teacher Evaluation Rubric;
- B. Make a written comment on any element marked *Not Demonstrated*;
- C. Give an overall rating of each standard in the Teacher Evaluation Rubric;
- D. Provide the teacher with the opportunity to add comments to the Teacher Summary Rating Form;
- E. Review the completed Teacher Summary Rating Form with the teacher; and
- F. Secure the teacher's signature on the Record of Teacher Evaluation Activities and Teacher Summary Rating Form.

(Timeline: After the teacher and evaluator sign the summative evaluation document the teacher has a two (2) week window in which to add responses and comments which will be attached to the summative evaluation document)

Component 8: Professional Development Plans (within ten (10) days of the summative conference for teachers on assistive supervisions or within fifteen (15) days of the summative conference for teachers on intensive assistive supervision.)

A. Individual Professional Development Plans

Teachers who are rated at least *Proficient* on all the standards on the Teacher Summary Rating Form will develop an Individual Professional Development Plan designed to improve performance on specifically identified standards and elements.

B. Monitored Professional Development Plans

A teacher shall be placed on a Monitored Professional Development Plan whenever he or she:

1. Is rated *Developing* on one or more standards on the Teacher Summary Rating Form; and
2. Is not recommended for dismissal, demotion or nonrenewal.

A Monitored Professional Development Plan will, at a minimum, identify the standards and elements to be improved, the goals to be accomplished, the activities the teacher should undertake to achieve *Proficiency*, and a timeline which allows the teacher one school year to achieve *Proficiency*.

A. Directed Professional Development Plans

A teacher shall be placed on a Directed Professional Development Plan whenever he or she:

1. Is rated:
 - a. *Not Demonstrated* on any standard on the Teacher Summary Rating Form; **OR**
 - b. *Developing* on one or more standards on the Teacher Summary Rating Form for two sequential years

AND

2. Is not recommended for dismissal, demotion, or non-renewal.

The Directed Professional Development Plan will, at a minimum, identify the standards and elements to be improved, the goals to be accomplished, the activities the teacher needs to complete to achieve *Proficiency*, and a timeline for achieving *Proficiency* within one school year or less.

***Itinerants within the Rice County Special Education Cooperative will be evaluated through a format designated by the Cooperative Advisory Council. All timelines and procedures from the above will be followed.*

XI. APPENDIX B										
2023-24 USD 405 Salary Schedule										
B-1	40000			650	650	1200	900	900	900	
			B	B15	B30	M	M15	M30	M45	
		1	40,000	40,650	41,300	42,500	43,400	44,300	45,200	1
700		2	40,700	41,350	42,000	43,200	44,100	45,000	45,900	2
700		3	41,400	42,050	42,700	43,900	44,800	45,700	46,600	3
700		4	42,100	42,750	43,400	44,600	45,500	46,400	47,300	4
700		5	42,800	43,450	44,100	45,300	46,200	47,100	48,000	5
430		6	43,230	43,880	44,530	45,730	46,630	47,530	48,430	6
430		7	43,660	44,310	44,960	46,160	47,060	47,960	48,860	7
430		8	44,090	44,740	45,390	46,590	47,490	48,390	49,290	8
430		9	44,520	45,170	45,820	47,020	47,920	48,820	49,720	9
430		10		45,600	46,250	47,450	48,350	49,250	50,150	10
440		11		46,040	46,690	47,890	48,790	49,690	50,590	11
440		12		46,480	47,130	48,330	49,230	50,130	51,030	12
440		13		46,920	47,570	48,770	49,670	50,570	51,470	13
440		14		47,360	48,010	49,210	50,110	51,010	51,910	14
440		15			48,450	49,650	50,550	51,450	52,350	15
450	460	16			48,900	50,110	51,010	51,910	52,810	16
450	460	17			49,350	50,570	51,470	52,370	53,270	17
	460	18				51,030	51,930	52,830	53,730	18
	460	19				51,490	52,390	53,290	54,190	19
	460	20				51,950	52,850	53,750	54,650	20
	460	21				52,410	53,310	54,210	55,110	21
	460	22				52,870	53,770	54,670	55,570	22
	460	23				53,330	54,230	55,130	56,030	23
	460	24				53,790	54,690	55,590	56,490	24
	460	25				54,250	55,150	56,050	56,950	25
	470	26				54,720	55,620	56,520	57,420	26
	470	27				55,190	56,090	56,990	57,890	27
	470	28				55,660	56,560	57,460	58,360	28
	470	29				56,130	57,030	57,930	58,830	29
	470	30				56,600	57,500	58,400	59,300	30
	470	31				57,070	57,970	58,870	59,770	31
	470	32				57,540	58,440	59,340	60,240	32
	470	33				58,010	58,910	59,810	60,710	33
	470	34				58,480	59,380	60,280	61,180	34
	470	35				58,950	59,850	60,750	61,650	35
	470	36							62,120	36
	470	37							62,590	37
	470	38							63,060	38
	470	39							63,530	39
	470	40							64,000	40*

* M45 column is continuous at \$470 additional per step