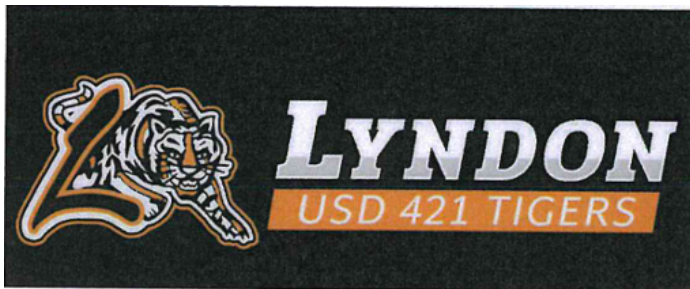


2025 - 2026

Professional Negotiated Agreement

**Between Unified District #421 and
the Lyndon Education Association**



July 1, 2025 - June 30, 2026



RATIFICATION STATEMENT

The proposals agreed upon between the Lyndon Education Association and the Lyndon Board of Education of the Unified School District #421, as set forth herein and ratified by a majority of the Board of Education and by a majority of the bargaining unit, shall be legal and binding for the 2025 - 2026 school year.

BLDH

President, Board of Education

12-16-25

Date

CAS 2

President, Lyndon Education Association

12.16.25

Date

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ARTICLE I DEFINITIONS

Administrative Employee/Administrator: Any person who is employed by the Board in an administrative capacity and is fulfilling duties for which an administrator's certificate is required pursuant to Kansas state statute.

Association: Lyndon Education Association (LEA), affiliated with the Kansas National Education Association and the National Education Association.

Bargaining Unit: All Professional Employees employed by the Board in a position that requires a certificate issued by the State Board of Education or employed in a professional educational or instructional capacity by the Board (including librarians, school counselors, social workers), and excluding administrative, classified, and substitute employees and those hired by an outside co-op/agency.

Board: The Board of Education of Unified School District No. #421, Osage County, Kansas.

Business Day: Meaning Monday through Friday.

Day(s): Except when otherwise indicated, "day(s)" shall mean calendar days.

District: Unified School District #421, Osage County, Kansas.

Good Cause: Includes but not limited to any reason put forth by the District that is not arbitrary, irrational or capricious.

Grievance: Any complaint by a Professional Employee, Professional Employees, or the Lyndon Education Association alleging a violation, misinterpretation, or misapplication of any provisions contained in this Agreement, board policy, individual contract, and/or administrative regulation or practice affecting conditions of employment.

Grievant: The person, persons, or the Lyndon Education Association making the complaint.

Immediate Family: A Professional Employee's parent/step-parent, sibling/step-sibling, child/step-child, spouse, partner, grandparent/step-grandparent, grandchild/step-grandchild, aunts, uncles, nephews, nieces, in-laws, or someone who resides in your household.

KPERS: Kansas Public Employees Retirement System.

Longevity: Years of experience.

Plan time/period: Duty-free and self-directed time provided to Professional Employees to plan and prepare for classes during school hours.

Prep time: The time Professional Employees are to be present before and after instructional hours.

Professional Employee: Any person employed by the Board in a position that requires a certificate issued by the State Board of Education or employed in a professional educational or instructional capacity by the Board; provided, the term "professional employee" shall not include any person who is an administrative employee.

Salary deduction: Premiums deducted after taxes.

Salary reduction: Premiums deducted before taxes.

School hours: The time students are scheduled to be in school (instructional day).

Steps: Movement down the salary schedule based on years of experience.

Superintendent: Superintendent of Schools of Unified School District #421, Osage County, Kansas.

Teacher: All Professional Employees of the District as defined in this Agreement.

Workday: The time consisting of prep time and school hours (the instructional day). *(Added 23-24)*

ARTICLE II PROCEDURAL AGREEMENT BETWEEN BOARD AND ASSOCIATION

Section 1 **PURPOSE**

The purpose of these procedures is to enable the parties to move in an orderly manner, to engage in good faith efforts, and to reach agreement on the terms and conditions of professional service under the provisions of the Kansas law on professional negotiation.

Section 2 **SELECTION OF TEAMS**

The board and the association each have the right to select its own representatives. The board's team may consist of the entire board. The chairman of the board negotiating team shall serve as speaker. The association team shall consist of such numbers as the team deems necessary to a maximum of six. The association team shall choose their spokesperson and he/she shall serve for all negotiating sessions.

Section 3 **GOOD FAITH**

Each party acknowledges its duty under Kansas law to meet, confer, consult and discuss in a good faith effort to reach agreement with respect to the terms and conditions of professional service to U.S.D. #421.

Section 4 **BASIC INFORMATION**

In order to avoid the waste resulting from attempts to negotiate when the parties are in disagreement over basic facts, the board agrees to make available to the association, on request, such information as is needed to develop sound proposals, providing such material is readily available. Exchanges of letters will be done by March 31.

Section 5 **PROPOSALS AND COUNTER-PROPOSALS**

Formally prepared first proposals shall be typed and presented for negotiation. When differences are such that a counter-proposal is necessary, counter-proposal may be presented in written form or presented orally. *(Revised 15-16, 23-24)*

Section 6 MEETINGS

Negotiating sessions shall take place in open meetings at a time agreed upon by both negotiating teams.

Section 7 CAUCUS TIME

Table time at the negotiating sessions shall not exceed two (2) hours (excluding time spent in caucus). Thirty (30) minutes caucus time shall be allotted each team per meeting.

Section 8 EXPIRATION OF NEGOTIATIONS

The expiration date for negotiations is July 31 unless the parties mutually agree they desire to continue meeting beyond July 31 in order to reach agreement. As of July 31 or any subsequent date thereafter, if either party believes resolution is not possible, a Joint Declaration of Impasse shall be filed by the parties. *(Revised 04-05, 17-18)*

Section 9 PROCESSING AGREEMENTS

When agreements are reached on the various items which have been negotiated and ratified by both parties, the agreement is to be typed in final form and signed by the LEA and Board of Education presidents. *(Revised 23-24)*

Section 10 RESOLVING IMPASSE

Either party may declare to the other that an impasse is in existence or if no agreement is reached by July 31, impasse is automatically reached. When the board and the association agree, that when either party declares an impasse, negotiation of the procedure (mediation) for resolving impasse shall begin. *(Revised 17-18)*

Section 11 REPRODUCTION OF AGREEMENT

The board shall within thirty (30) days after the agreement is signed, have a digital copy posted online available to all Professional Employees then employed or considered for employment by the board during the current agreement period. There shall be two (2) identical original and signed copies of this agreement, one of which will be retained in the district office, one retained by the association. Digital copies will be sent to KASB and KNEA by respective associations. The board will assume the expense of printing the LEA/BOE agreement. *(Revised 04-05, 15-16)*

Section 12 SAVINGS CLAUSE

Any part of this agreement or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the agreement or contract shall remain in full force and effect.

ARTICLE III BY REFERENCE AGREEMENT

All negotiated items that are ratified by a majority of the members of the Board and by a majority of the bargaining unit shall become by reference, a part of the individual contract of each professional employee.

ARTICLE IV SALARY AGREEMENT, SALARY SCHEDULE, SUPPLEMENTAL PAY AND JURY DUTY PAY

Section 1 SALARY AGREEMENT

1. A salary schedule with a base of **\$47,895** to be paid to beginning Professional Employees with additional increments allowed for years of experience and hours of preparation. *(Revised 10-11, 14-15, 15-16, 16-17, 17-18, 18-19, 19-20, 20-21, 21-22, 22-23, 23-24, 24-25, 25-26)*
2. A 125 (salary reduction) cafeteria plan will be provided. Each Professional Employee will designate what fringe benefit products they desire. *(Revised 05-06, 23-24)*
3. Vendors may be changed by mutual agreement between the Board and Lyndon Education Association. Additional products/companies can be considered upon a minimum of 5 (five) people interested in enrollment. If participation in an existing product/company reaches zero, the product will be dropped. The Lyndon Education Association will have participation in the creation of the district plan for 403(b) sheltered annuity offerings by the IRS when approved. *(Revised 05-06, 23-24)*
4. The defined Health Benefit of the following amounts will be given to each professional employee enrolled in the district's group Health insurance program:

Employee -	\$750.00 per month	\$9000.00 per year
Employee/Children -	\$1400.00 per month	\$16,800.00 per year
Employee/Spouse -	\$1200.00 per month	\$14,400.00 per year
Family -	\$1400.00 per month	\$16,800.00 per year

a. DENTAL BENEFIT

The district will pay \$25.00 towards each professional employee enrolled in the district's group dental plan. *(Revised 05-06, 24-25)*

5. The Association and the Board will establish a healthcare committee of three (3) Professional Employees and three (3) Board members in September of the year prior to when the healthcare contract ends to research further healthcare options. This committee will make recommendations by July 1 to the Board regarding such healthcare options. *(Added 16-17; Revised 18-19, 23-24)*
6. The Professional Employee shall be paid at \$100.00 per day for unused leave days over an accumulated (75) days in 2002-03 and thereafter, up to a maximum of thirteen (13) days. *(Renumbered 05-06, Revised 08-09, 10-11, 13-14, Renumbered 16-17, Revised 19-20, 23-24)*

Section 2 SALARY SCHEDULE

Lyndon, USD #421 Salary Schedule 2025-2026 School Year

Inservice Points		BA + 300	BA + 600	BA + 900		MA + 300	MA + 600	MA + 900
Step	BA	BA + 15 850	BA + 30 900	BA + 45 950	MA 1,500	MA + 15 1,200	MA + 30 1200	MA + 45 1,200
1	47,895	48,745	49,645	50,595	52,095	53,295	54,495	55,695
2	48,295	49,145	50,045	50,995	52,495	53,695	54,895	56,095
3	48,695	49,545	50,445	51,395	52,895	54,095	55,295	56,495
4	49,095	49,945	50,845	51,795	53,295	54,495	55,695	56,895
5	49,495	50,345	51,245	52,195	53,695	54,895	56,095	57,295
6	49,895	50,745	51,645	52,595	54,095	55,295	56,495	57,695
7	50,295	51,145	52,045	52,995	54,495	55,695	56,895	58,095
8	50,695	51,545	52,445	53,395	54,895	56,095	57,295	58,495
9	51,095	51,945	52,845	53,795	55,295	56,495	57,695	58,895
10	51,495	52,345	53,245	54,195	55,695	56,895	58,095	59,295
11	51,895	52,745	53,645	54,595	56,095	57,295	58,495	59,695
12	52,295	53,145	54,045	54,995	56,495	57,695	58,895	60,095
13		53,545	54,445	55,395	56,895	58,095	59,295	60,495
14		53,945	54,845	55,795	57,295	58,495	59,695	60,895
15			55,245	56,195	57,695	58,895	60,095	61,295
16			55,645	56,595	58,095	59,295	60,495	61,695
17			56,045	56,995	58,495	59,695	60,895	62,095
18			56,445	57,395	58,895	60,095	61,295	62,495
19			56,845	57,795	59,295	60,495	61,695	62,895
20			57,245	58,195	59,695	60,895	62,095	63,295
21				58,595	60,095	61,295	62,495	63,695
22				58,995	60,495	61,695	62,895	64,095
23				59,395	60,895	62,095	63,295	64,495
24				59,795	61,295	62,495	63,695	64,895
25				60,195	61,695	62,895	64,095	65,295
26				60,595	62,095	63,295	64,495	65,695
27				60,995	62,495	63,695	64,895	66,095
28				61,395	62,895	64,095	65,295	66,495
29				61,795	63,295	64,495	65,695	66,895
30				62,195	63,695	64,895	66,095	67,295
31				62,595	64,095	65,295	66,495	67,695
32				62,995	64,495	65,695	66,895	68,095
33				63,395	64,895	66,095	67,295	68,495
34							67,695	68,895
35							68,095	69,295
36							68,495	69,695

(Revised yearly – 25-26)

Section 3 SALARY SCHEDULE PLACEMENT AND MOVEMENT

1. A new Professional Employee to the system may bring their accumulated out of district experience up to the limits of the salary schedule.
2. Salaries are frozen on the last step of each column until the Professional Employee accumulates additional hours or earns the next higher degree to move horizontally to the next column. The Professional Employee will also move down in that column the number of years of experience. The Masters 45 column will be **unending** allowing one additional step down each year at \$400. *(Revised 05-06, 08-09, 23-24)*
3. To move horizontally across the salary schedule, the college hours required would be subject to building administration approval, the guide being at least one of the following:
 - a. The course is within the content area of the Professional Employee.
 - b. The course is within a content area closely related to the Professional Employee's area.
 - c. The course would help the Professional Employee teach a class not currently taught, but which the Professional Employee has been asked or required to teach.
 - d. The course would improve one's teaching ability.
 - e. The course is required as part of a current advanced degree program.
 - f. The course would certify the Professional Employee to teach in another subject area.

In addition, post-degree hours will be counted for post-degree salary movement only if those hours were completed after the preceding degree was awarded. *(Revised 23-24)*

4. Written notification of advancement on the salary schedule must be submitted to the Superintendent of Schools no later than **May 1st**. Written notification, of completed hours and proof of completion of hours to be credited for column placement, must be submitted to the Superintendent of Schools by **September 1st** to be applicable for the contract year. *(Revised 20-21)*
5. In-service Points
 - a. One (1) credit hour of college (one semester hour) will equal twenty (20) in-service points.
 - b. Column definitions
 - i. BA+15 hours or 300 in-service points or a combination of hours and points
 - ii. BA+30 hours or 600 in-service points or a combination of hours and points
 - iii. BA+45 hours or 900 in-service points or a combination of hours and points
 - iv. MA+15 hours or 300 in-service points or a combination of hours and points

- v. MA+30 hours or 600 in-service points or a combination of hours and points
 - vi. MA+45 hours or 900 in-service points or a combination of hours and points
 - c. Points can be transferred from other districts for placement and/or movement on the salary schedule.
 - d. All points awarded by the PDC will be accepted for the salary schedule, regardless of whether points were earned during or outside contract hours.
 - e. In-service points will not be accepted for movement from the BA+45 column to the MA column.
 - f. Points earned during the 1989-90 school year by Lyndon Professional Employee will be grandfathered. *(Revised 23-24)*
6. The Board of Education will pay \$130.00 as a Tuition Reimbursement for each hour of credit toward a Master's Degree program or an additional teaching endorsement. A copy of the degree requirements and a plan of study must be filed in the district office prior to any notification of intent to take a course. If the classes are for an additional teaching endorsement, the requirements for the endorsement from the appropriate college must be filed in the district office. Courses must be approved in advanced by the building principal and the superintendent. The reimbursement will be paid after documentation of successful completion of the hours is provided. *(Added 07-08, Revised 08-09, 10-11, 18-19, 19-20)*

Section 4 USD #421 YEARS OF SERVICE LONGEVITY PAY

1. Beginning with the **2023-2024** school year a longevity scale will begin for years taught at Lyndon. Longevity will be paid after you have completed your earned year (every 10th year), on the end of the year Professional Employee work day. *(Added 23-24)*

Years at Lyndon	Longevity
10 years	\$500.00
20 years	\$1000.00
30 years	\$1500.00
40 years	\$2000.00
50 years	\$2500.00

Section 5 SUPPLEMENTAL PAY

1. The distribution of the supplemental pay scale will be a weighted index schedule calculated on the base salary. *(Revised 04-05)*

2. Supplemental Pay Schedule: *(Revised 09-10; yearly – 25-26)*

POSITION	% OF BASE	AMOUNT
Class Sponsor-Eighth Grade	1.25	\$598.69
Class Sponsor-Freshman	1.25	\$598.69
Class Sponsor-Junior	4.75	\$2275.01
Class Sponsor-Senior	0.5	\$239.48
Class Sponsor-Sophomore	1.25	\$598.69
Concession Stand Coordinator	11.0	\$5268.45
H.S. Baseball-Head	11.0	\$5268.45
H.S. Baseball-Assistant	8.0	\$3831.60
H.S. Basketball-Head Boys	11.0	\$5268.45
H.S. Basketball-Assistant Boys	8.0	\$3831.60
H.S. Basketball- Head	11.0	\$5268.45
H.S. Basketball-Assistant Girls	8.0	\$3831.60
H.S. Cheerleader	11.0	\$5268.45
H.S. Cross Country	8.0	\$3831.60
H.S. Dance	6.5	\$3113.18
H. S. Debate	7.0	\$3352.65
H.S. FBLA	4.5	\$2155.28
H.S. FCCLA	4.5	\$2155.28
H.S. FFA	4.5	\$2155.28
H.S. Football Head	11.0	\$5268.45
H.S. Football-Assistant	8.0	\$3831.60
H.S. Forensics	11.0	\$5268.45
H.S. Forensics Assistant (at 15 participants)	8.0	\$3831.60
H.S. Golf-Head	8.0	\$3831.60
H.S. Golf-Assistant	4.5	\$2155.28
H.S. Journalism	4.5	\$2155.28
H.S. Nat. Honor Society	2.0	\$957.90

POSITION	% OF BASE	AMOUNT
H.S. Scholars Bowl-Head	5.5	\$2634.23
H.S. Play Director	8.0	\$3831.60
H.S. Play Director Assistant	4.5	\$2155.28
H.S. Softball Head	11.0	\$5268.45
H.S. Softball-Assistant	8.0	\$3831.60
H.S. Student Council Sponsor	2.0	\$957.90
H.S. Track Head	11.0	\$5268.45
H.S. Track-Assistant	8.0	\$3831.60
H.S. TSA (Technology Student Association)	4.5	\$2155.28
H.S. Volleyball Head	11.0	\$5268.45
H.S. Volleyball-Assistant	8.0	\$3831.60
Instrumental Music	6.5	\$3113.18
M.S. Basketball-Head Boys	8.0	\$3831.60
M.S. Basketball-Assistant Boys	4.5	\$2155.28
M.S. Basketball- Head Girls	8.0	\$3831.60
M.S. Basketball-Assistant Girls	4.5	\$2155.28
M.S. Cheerleader	8.0	\$3831.60
M.S. Football Head	8.0	\$3831.60
M.S. Football-Assistant	4.5	\$2155.28
M.S. Journalism Yearbook	4.5	\$2155.28
M.S. Quiz Bowl Sponsor	2.0	\$957.90
M.S. Quiz Bowl - Assistant Sponsor	1.25	\$598.69
M.S. Student Council Sponsor	2.0	\$957.90
M.S. Track Head	8.0	\$3831.60
M.S. Track-Assistant	4.5	\$2155.28
M.S. Volleyball Head	8.0	\$3831.60
M.S. Volleyball-Assistant	4.5	\$2155.28
Vocal Music	4.5	\$2155.28
Powerlifting	4.5	\$2155.28

POSITION	% OF BASE	AMOUNT
M.S. / H.S. Summer Weights-Head Boys	4.5	\$2155.28
M.S. / H.S. Summer Weights-Head Girls	4.5	\$2155.28
MTSS Coordinator	1	\$478.95

Supplemental Longevity Pay Schedule *(Revised 05-06, 13-14, 17-18, 19-20 21-22, 22-23)*

Year Contract Offered and Accepted	Additional Pay Above % of Base	Year Contract Offered and Accepted	Additional Pay Above % of Base
1	\$0	11	\$800
2	\$0	12	\$900
3	\$0	13	\$1000
4	\$100	14	\$1100
5	\$200	15	\$1200
6	\$300	16	\$1300
7	\$400	17	\$1400
8	\$500	18	\$1500
9	\$600	19	\$1600
10	\$700	20 and thereafter	\$1700

Additional longevity pay for supplemental contracts will be provided in **\$100.00** increments for years four through twenty that a contract is offered and accepted.

Longevity pay will be based on the following: *(Revised 13-14, 17-18, 19-20, 21-22, 22-23)*

1. Lyndon USD 421 will pay longevity pay to Professional Employees who are approved for a Supplemental Contract.
2. Junior high and/or senior high experience will be counted in same supplemental area.
3. A Professional Employee will bring his or her accumulated experience in the same supplemental area up to the limits of the longevity schedule. *(Revised 05-06)*

The district can add supplemental assignments as needed during the contract year. These assignments are subject to negotiation for the following Agreement year.

The District can determine compensation for newly added supplemental assignments as needed. This compensation is subject to negotiations for the following Agreement year. The district will attempt to align added supplemental assignments with existing supplemental schedule.

Section 6 EXTENDED TEACHING ASSIGNMENT DURING PLAN PERIOD

When a Professional Employee volunteers to accept an extended teaching assignment during their planning period, compensation will be determined by dividing the Professional Employee's current contract salary by the current number of instructional class periods (ex. \$55,000.00/8).

Extended teaching assignments must be agreed upon by the Professional Employee, superintendent and the Board of Education. *(Revised 09-10, 18-19, 23-24, 24-25)*

Section 7 NESTING CLASSES

Nesting classes: Professional Employees who are asked to teach a Nesting Class in addition to the regular class being taught during a class period (2 (two) or more different classes during the same period.)

Based on the **smallest of the classes** being taught: 1-3 students - 3%, 4 -7 students - 4%, 8-12 students - 5% of the base. The class should not be a Nesting Class if the smallest of the 2 (two) classes has more than 12 (twelve) students. Teaching more than 2 classes in the same hour will result in payment of the smallest classes. **Excludes Longevity.** *(Added 20-2, 23-24)*

Section 8 COMPENSATION FOR EXTRACURRICULAR ACTIVITY WORKERS

Professional Employees/staff will be compensated at a rate of **\$10.00 per hour** for gate workers, running the clock, and keeping the scorebook at extracurricular events. District will try to fill with volunteers, but unfilled positions will be filled with payment to USD #421 Professional Employees and staff. *(Added 20-21, 23-24)*

Section 9 CONCESSIONS FULFILLMENT PROCEDURE

\$275 payment per concessions, Saturday Tournaments 5 hours + \$375.00 Payment

Juniors – 20, Sophomores – 5, Freshman – 5, 8th grade - 5

Kindergarten – 5th grade – 1 per class

6th grade and 7th grade - 2 per grade 6th – (Moore, Sprecker, Haskins, Beau Throckmorton), 7th – (Shoup, Heckel, L. Volkman, M. Volkman)

Junior class will have first choice of their 20 concessions followed by the Sophomore, Freshman, and 8th Grade classes choosing their five by taking turns choosing one at a time. The remaining available concessions will be placed on the google drive for the Kindergarten through 7th grade classes to sign up.

Any **remaining** concessions on the original schedule at the start of the school year that need to be filled, will first be attempted to be filled by other organizations. Any **added** concessions after the original schedule at the start of the school year that need to be filled, will first be attempted to be filled by other organizations. Then, if any of those concessions (remaining or added) are not filled, they will be the responsibility of Junior class **up to five concessions** excluding spring events. **At least 48 hour notice is required for added events.**

No class/organization will work more than 25 concessions in a school year.

If a class does not wish to do their required concession stand, they can seek out another organization to take their concession stand commitment. If a class has another organization take their concession stand commitment, they need to indicate this on the google drive schedule. If all concessions are filled, an organization may then take and work a concession from one of the classes on a rotation basis starting with the sophomore class, followed by the freshman class, followed by the 8th grade class, followed by junior class. The class has the option to not give up a concession, then the organization wanting to work a concession will go to

the next class in the rotation. The organization that wants to work concessions will need to go through the Athletic Director.

If our school hosts a postseason event, the junior class will have first choice of working the concessions. Any unfilled concessions by the junior class, will be filled by other organizations. *(Revised 21-22, 22-23)*

Section 10 CLASS DUES/COLLECTION

Freshman and Sophomore classes will not be required to do any other fundraising (i.e., potato bar) but may if they so choose. The Freshman and Sophomore class sponsors will be required to collect class dues from students in those respective classes of \$20.00 each. *(Added 20-2, 23-24)*

Section 11 SUBSTITUTE PAY FOR PROFESSIONAL EMPLOYEES

1. **Substitute Pay for Professional Employees** – When a Professional Employee is used as a substitute during their planning period and /or outside their contractual day, compensation will be determined by dividing the Professional Employee's current contract salary by the current student contact days, and then divide by the number of current instructional class periods. (ex. \$55,000.00/165/8) The Professional Employee must complete the appropriate form on Talent Ed to receive payment. *(Revised 09-10; 10-11; 11-12; 13-14, 23-24)*
2. Professional Employees asked to cover a class during their regular instructional time in addition to their own students will be paid \$25.00 per hour **after the first thirty (30) minutes**. LEA must create the form for recording, and permission must be granted in writing by the building administrator. – **Note, no additional payment is given for covering more than one class during planning time.** *(Added 09-10, 23-24)*
3. When a Professional Employee is required to attend a IEP meeting during more than half of their plan period, they will be compensated at the same rate as Substitute Pay for Professional Employees during their plan period. *(Added 23-24)*

Section 12 JURY DUTY PAY

When a Professional Employee is summoned for jury duty and is required to lose time from their assignment as a result thereof, the Professional Employee shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of their position for each day lost less the amount allowed them for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualifications, requirements and limitations:

1. The Professional Employee must furnish the School District Superintendent with a statement from the court of jury allowances paid and the days on which jury duty was performed.
2. No jury duty pay will be allowed for any day on which the Professional Employee is entitled to holiday pay.

ARTICLE V PROFESSIONAL EMPLOYEE LEAVE

Section 1 LEAVE DAYS

1. Leave Days will be granted in half-day (0.50) increments. A grace period not to exceed sixty (60) minutes will be available on a **NEED** basis for the first period or last period or the planning period of the contract day provided there is Professional Employee classroom coverage without substitute cost to the district with a maximum of three (3) per calendar month (between the first and last day of the month) and thirty (30) per year per individual. All 60 Minute Leaves must first be cleared through the building administrator and completion of proper paperwork. Twelve (12) Leave Days will be granted per year accumulative to seventy-five (75) days. *(Revised 09-10, 14-15, 15-16)*
2. No more than three (3) Professional Employees assigned to a specific building (including shared Professional Employees) may use planned leave on the same day. This excludes those on New Parent Leave. *(Revised 18-19)*
3. One (1) day advance notice will be given prior to the day a planned Professional Employee leave is taken. Approval will be based on order of request.
4. Professional Employees that use less than four (4) half-days of leave, or two (2) full days of leave annually will be rewarded with an additional day of leave for that year. *(Added 09-10)*

Section 2 PROFESSIONAL LEAVE

1. Professional leave shall be defined as a time off from regular classroom duties or supervision of students to attend meetings, seminars, and workshops in the Professional Employee's teaching subject or supplemental assignment for the purpose of improving subject matter knowledge and teaching and/or coaching skills. This shall include visiting other schools to observe Professional Employees' methods and materials.
2. A maximum of three (3) professional leave events (2-day maximum per event) per school year are available to all Professional Employees. Professional leave shall be awarded with the prior approval of the appropriate building administrator and superintendent. *(Revised 24-25)*
3. An amount, not to exceed, seven thousand five hundred (\$7,500.00) dollars per year will be available to Professional Employees during the current budget year for professional development days to cover the cost of meals, registration, and rooms. Events scheduled during the month of June must be requested, approved and the cost encumbered by June 1st. Events attended during the months of July and August will be considered as part of the next budget year. Substitutes will be paid by the district. If District transportation is unavailable, the Professional Employee will be reimbursed for mileage. *(Revised 04-05, 10-11, 16-17)*
 - a. The Professional Employees will present valid receipts for all expenses and payment will be made to the Professional Employee following the next Board meeting.
4. If a Professional Employee is requested by the administration of the school to attend a professional meeting, all expenses will be paid by the board and these days will not count toward professional leave.

5. Professional leave requested and granted during days when school is not in session will not count as one of the professional leave events.
6. Two (2) additional professional leave days will be provided to any Professional Employee to present at a workshop, meeting, or seminar. If a staff member is paid an honorarium or stipend, the district will be reimbursed the cost of the said activity by the Professional Employee not to exceed the district's cost of the activity or stipend.

Section 3 PROFESSIONAL LEAVE, ADVANCED DEGREE

A maximum of three (3) Professional Employees per district per semester shall be granted one-half (0.50) day professional leave per week from teaching or coaching duties at full pay in order to fulfill degree requirements for an advanced degree. Participation in this program will require advanced degree program review to determine its academic relationship to Lyndon students and a minimum notice of fourteen (14) calendar days prior to the beginning of the leave. If the number of Professional Employees requesting this leave exceeds the participation limits stated above, approval will be based on order of request. If proof of degree completion is not presented at the time listed on the approved plan of study, then participant is required to reimburse the district at a rate of \$300.00 per granted leave.

Section 4 EXTENDED LEAVE BANK

1. Professional Employees have the option of donating a maximum of two (2) days of their leave days to the Extended Leave Bank upon employment in the District. Such donations shall be in writing and delivered to the superintendent by September 1 of each school year.
2. The purpose of the Extended Leave Bank is to provide a continuing income for certified personnel who are faced with major illness or injury and have used up all their leave days. This is not designed for brief absences after leave days have been depleted.
3. Any days contributed to the Extended Leave Bank shall reduce that individual's leave days accumulated by an equal amount for that school year.
4. A Leave committee shall be the governing body of the Extended Leave Bank. The Leave committee shall consist of the Association President, Association Secretary, one Professional Employee from each building appointed by the Association, the Principal from each building and the superintendent.
5. Only those who donate days may be eligible to draw from the bank upon application to the screening committee. Such application shall be in writing and show that the applicant's accumulated leave days have been depleted, that he/she is under the care of a licensed physician, and that he/she is not receiving or eligible for worker's compensation or KPERS benefits.
6. Days from the Extended Leave Bank are not to be used for new parent leave except in the case of an emergency illness or extended illness and then only with a doctor's written statement confirming that the employee is unable to work.

Addendum:

1. Initial contributions to the Extended Leave Bank will be two (2) days. Subsequent contributions will be requested if the number of days in the bank are less than one

hundred (100) days. At that time, all Professional Employees belonging to the bank will contribute the number of days designated by the Leave Committee.

- a. Individuals who choose not to contribute days to the bank, when a contribution is requested by the Leave committee, will not be allowed access to the Extended Leave Bank.
2. Professional Employees already employed by the district who wish to join the bank for the first time after the initial startup will be asked to contribute three (3) days to the Extended Leave Bank. New Professional Employees to the district wishing to join will be asked to contribute two (2) days to participate. If a new Professional Employee chooses not to join their first year of employment with the district, but chooses to join later, they will be asked to contribute three (3) days. *(Revised 07-08, 23-24)*
3. No Professional Employee will be granted more than twenty-five (25) days per year from the bank except in cases of critical or protracted illness or injury. In such cases an individual who has exhausted their maximum annual withdrawal may petition additional days from the Extended Leave Bank Committee. Any days requested and granted but not used shall be returned to the bank.
4. If a Professional Employee uses time from the Extended Leave Bank, the Professional Employee will automatically contribute two (2) days the following year to re-enter the bank.
5. An accounting of days currently in the Extended Leave Bank will be made between the Association President and the superintendent's secretary during the third week of May and the third week of September of each year. The balance of Extended Leave Bank days at the end of the contract year will be carried over for use the following year. The superintendent's secretary will keep the records of the Extended Leave Bank with copies given to the Association President. The Board shall not be bound to cover days in excess of those days that are established on September 1 of the current school year. *(Revised 17-18, 23-24)*

Section 5 NEW PARENT LEAVE

1. Primary caregivers are eligible for twelve (12) days of paid New Parent Leave to run concurrently with FMLA for the birth or adoption of a child. If both primary caregivers work for the district, they may split the twelve (12) days of paid New Parent Leave. *(Added 23-24, Revised 25-26)*
2. One primary caregiver may apply for and shall be granted extended leave for a period not to exceed three (3) months immediately following the birth or adoption of a child (event). If the event occurs in the summer, extended leave will commence when school officially resumes. Primary caregivers who are granted extended leave must exhaust all paid leave, to run concurrently with FMLA leave, prior to being placed on leave without pay. *(Added 23-24, Revised 25-26)*

Section 6 BEREAVEMENT LEAVE

Professional Employees shall be granted paid leave not to exceed four (4) working days per each occurrence in the event of a death in the family. Family will be defined to mean any person who is directly related to the employee or the employee's spouse or anyone who resides in the same household as the employee. *(Revised 09-10, 10-11, 23-24)*

Section 7 ASSOCIATION LEAVE

The Lyndon Education Association shall be granted a total of eight (8) Association leave Days per year to be used by the association members. This leave shall be approved by the LEA president and school administrator. One member cannot use more than 4 days of Association Leave per year. *(Added 24-25)*

Section 8 LEAVE PROTEST PROCEDURE

The granting of all individual leave will be subject to the following leave protest procedure:

1. Individual leave sheets recording beginning leave total and used leave will be kept in the principal's office. Each Professional Employee shall have access to their leave sheet upon request.
2. All absences which result in a leave charge will be recorded on the sheet by date, reason for leave, amount of time charged for the leave and type of charge.
3. Within five (5) school days of return to duty following an absence, the Professional Employee will have the obligation to check the leave charge. If this is not done within the five (5) school day allocation, the Professional Employee will forfeit the right to protest the leave charge.
4. If the Professional Employee agrees, with the leave charge Professional Employee will initial the charge.
5. If the Professional Employees disagrees, Professional Employee can protest the charge to the principal by stating the circumstances which the Professional Employee feels mitigate the situation.
6. If the principal and Professional Employee cannot agree upon the leave charge within five (5) school days, the Professional Employees and principal can submit the issue in writing to the superintendent.
7. If the superintendent and Professional Employees cannot agree on the leave charge within five (5) school days after the matter is appealed to the superintendent, the issue can be submitted to the Board of Education at the next regularly scheduled Board of Education meeting, provided that the Professional Employee gives notice of intent within five (5) school days of the time the superintendent issues his decision in the matter.
8. In the event that the leave charge in question would lead to the withholding of pay, no payroll deduction for the leave will be made until after the Board has rendered a decision directing that pay be withheld.
9. In the event that the leave protest is filed by a Professional Employee leaving the district, and the timing is such that the protest will be heard after the final paycheck is issued, the Professional Employee will have the option of requesting that the pay be withheld (with the understanding that such pay will be granted in the case of an affirmative decision) or of holding the final check until the matter is resolved. *(Revised 23-24)*

ARTICLE VI PROGRESSIVE DISCIPLINE PROCEDURES

A. General Provisions

1. The Association recognizes the right of the Board to discipline its Professional Employees. The purpose of discipline is to correct inappropriate behavior(s).
2. No Professional Employee will be disciplined, suspended, terminated or nonrenewed without good cause as defined in Kansas law.
3. Progressive discipline will be used.
4. If an administrator calls a meeting, with the intent of discussing disciplinary action, the administrator shall provide the Professional Employee with 24 hour notice of the purpose and the topic of the meeting.
5. A Professional Employee may be placed on paid administrative leave pending investigation for serious matters that, in the judgment of administration, require immediate action.
6. Professional Employees and the board are entitled to bring a representative of their choice to any discipline meeting.
7. Information concerning proposed disciplinary actions is confidential-information. The Professional Employee and the Board may divulge such information for the purpose of consulting with or obtaining representation from their respective Associations.
8. Professional Employees shall not be disciplined or reprimanded in the presence of students, parents, other employees, or at a public gathering.
9. Measures such as assignment to nonprofessional tasks or disapproval of leave requests will not be used as disciplinary measures.
10. No suspension or discipline shall occur without an appropriately substantive investigation, procedural safeguards as set forth in this section, and upon showing of good cause.
11. Records of disciplinary action will be maintained for three (3) years. After a two-year period, if further disciplinary action has not been taken, materials will be removed from the Professional Employee's personnel file.

B. Procedural Safeguards for Discipline:

Discipline will include an advance warning of the rule or expectation, an appropriate and objective investigation prior to discipline being administered. Anonymous information shall not be the basis for any discipline or evaluation unless it has been substantiated, reasonable proof exists, and there is even-handed application of the rules and/or discipline when considered with the seriousness of the charge and formal and informal records of the employee's prior behavior and/or record of service.

C. Complaints:

Any complaints regarding a Professional Employee reflecting concern about their performance in or out of the classroom made by any parent, student, or other

person that is deemed serious enough to be reduced to writing and either placed in the Professional Employee's file and/or used in an evaluation, reprimand, or any other action, shall be called within two (2) contract days to the Professional Employee's attention and the Professional Employee shall receive a copy of said complaint. Discipline shall not arise from a verbal or anonymous complaint unless substantiated in accordance with A1 - 9, above.

D. Disciplinary Actions Process:

It is agreed by both parties that informal disciplinary actions are the first steps taken in constructive discipline; and are to be taken by administrators in situations of a minor nature involving violation of a rule, regulation, or safety practice. Situations of a minor nature shall be handled through the informal process. Situations of a serious nature shall be handled through the formal process.

1. Informal:

Principals have the management right to speak with Professional Employees informally regarding concerns. Often this is done in a preventative mode to clear up situations that might lead to future problems. This is often also done in order to share suggestions on ways to improve our current practices, whether those are of a management or an instructional nature. These situations, may be documented but shall not be the basis for formal disciplinary action and shall not be added to the Professional Employees personnel file. Principals are encouraged to resolve complaints informally prior to engaging in a formal procedure.

2. Formal:

Formal disciplinary actions, such as plans of improvement, written reprimands, or suspension, may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior. Within a ten (10) day period following the administrator's awareness of a Professional Employee's actions that warrant formal action, one or all of the following actions may be taken:

- a) The administrator will hold a conference with the Professional Employee. Notes of the conference will be prepared and all parties attending the conference will sign the prepared notes. The professional employee will be provided with a copy of the signed notes. A copy will be included in the Professional Employee's personnel file.
- b) The administrator will hold a conference with the Professional Employee and inform the Professional Employee of the proposed discipline. If a letter of reprimand is included, the professional employee may file a written response within ten (10) days from receipt of the administrator's formal letter of reprimand.

The Superintendent may suspend the Professional Employee with pay until such time as the Board has reviewed the matter and determined to continue the suspension with pay, remove the suspension and return the Professional Employee to duty, or give notice of the Board's intent to terminate or non-renew the professional employee's contract. The district shall advise any Professional Employee subjected to discipline, suspension, nonrenewal, or termination they may grieve such action utilizing the grievance procedure in Article VII. If the Board acts to

non-renew or terminate, the Professional Employee will be informed of due process rights according to Negotiated Agreement. *(Added 23-24)*

Due Process Addendum:

Whenever a Professional Employee who has taught in district is given written notice of a board's intention to not renew the Professional Employee's contract, the Professional Employee may request a meeting with the board by filing a written request with the clerk of the board within ten (10) days from the date of receipt of the written statement of nonrenewal of a contract.

The board shall hold such a meeting within ten (10) days after the filing of the Professional Employee's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the Professional Employee's contract. The Professional Employee shall be afforded an opportunity to respond to the board. Neither party shall have the right to have legal counsel present. The respective principal(s) may be in attendance and the Professional Employee may have a mentoring Professional Employee or Colleague present but the mentoring Professional Employee/Colleague will not be able to address the board. Within ten (10) days after the meeting, the board shall reconsider its reason or reasons for non-renewal and shall make a final decision as to the matter. *(Added 14-15, revised 16-17, 22-23, relocated 24-25)*

ARTICLE VII GRIEVANCE PROCEDURE

Section 1 DEFINITIONS

Grievance: Any complaint by a Professional Employee, group of Professional Employees, or the Lyndon Education Association alleging a violation, misinterpretation, or misapplication of any provision contained in this Agreement, board policy, individual contract, and/or administrative regulation, or practice affecting condition of employment.

Grievant: The person, persons, or the Lyndon Education Association making the complaint.

Day: For the Grievance Procedure, the term "day" shall mean business days.

Section 2 PURPOSE

The purpose of this procedure is to provide for the orderly, equitable, and expeditious adjustment of grievances of professional employees of Unified School District #421, Osage County, Kansas, at the lowest level.

Section 3 PROCEDURES

In general, the adjustment of grievances shall be accomplished as rapidly as 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.

1. Level 1 - A Professional Employee shall first take up their grievance with their immediate supervisor in a private informal conference. Every effort shall be made to adjust the grievance informally.
2. Level 2 -
 - a. If the Grievant is dissatisfied with the outcome of the initial informal conference or the grievance cannot be settled at Level 1, the Grievant may file a formal grievance in writing with their immediate supervisor. A copy will be forwarded to the Association.
 - b. Within five (5) school days after receipt of the written grievance by the immediate supervisor, the immediate supervisor will meet with the Grievant and their representative in an effort to resolve the grievance. Every effort shall be made to develop an understanding of the facts and the issues to create a climate that will lead to a solution. The immediate supervisor shall submit their decision in writing to the Grievant within five (5) days after the meeting.
3. Level 3 -
 - a. If the Grievant is dissatisfied with the disposition of their grievance at Level 2, or in the event that no decision is reached within five (5) days after the presentation of the grievance, the Grievant may appeal the matter in writing to the superintendent of schools. A copy will be forwarded to the Association.
 - b. If the Grievant appeals the grievance to the superintendent, the superintendent or their designee shall meet with the Grievant and their representative within ten (10) days after the appeal has been received in an effort to resolve the grievance. The superintendent shall submit their decision in writing to the Grievant within five (5) days after the meeting.
 - c. If the Grievant does not appeal the grievance to the superintendent within thirty (30) days after the formal conference at Level 2, the appeal of the grievance shall automatically be waived.
4. Level 4 -
 - a. If the Grievant is dissatisfied with the disposition of their grievance at Level 3, or in the event that no decision is reached within five (5) days after the presentation of the grievance, the Grievant may appeal the matter in writing to the Board of Education.
 - b. The hearing with the Board will be held within thirty (30) days of the appeal to the Board, or at a mutually agreed upon time. This hearing with the Board of Education shall be held during Executive Session.
 - c. Within ten (10) days of the hearing, the Board of Education shall render its decision in writing to the Grievant, the Association, and the superintendent.
5. Level 5 –
 - a. If the Grievant is not satisfied with the disposition of the grievance at Level 4, the Grievant may submit the grievance to the superintendent of schools with a request for arbitration to be conducted by a mutually agreed-upon arbitrator. This action must be completed within ten (10) days of the receipt of the written decision of the Board of Education. If the Grievant and Board are unable to agree upon an arbitrator within ten (10) days from the date arbitration is called for, the parties shall request a panel of five (5) arbitrators from the American Arbitration Association. Within five (5) days after receipt of such list, the arbitration shall

strike the name of one (1) arbitrator first. Thereafter, the parties shall alternate until the name of one arbitrator remains. The person whose name thus remains will be the arbitrator of the unresolved grievance.

- b. Within ten (10) days after receiving the request, the superintendent, the grievant, and/or their representative will make arrangements for the grievance to be heard by a mutually agreed-upon arbitrator.
- c. It will be recommended to the arbitrator that a written decision should be made within fifteen (15) days of the appointment. The written decision shall be delivered to the Board of Education, superintendent, the Association, and the Grievant. This decision is final and binding on both parties.
- d. The cost of the arbitrator will be borne by the non-prevailing party. *(Revised 24-25)*

Section 4 SUPPLEMENTAL CONDITIONS

- 1. 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.
- 2. Upon the final determination of the grievance, the documents, communications, and records shall be kept and maintained.
- 3. At each step of the procedure for adjusting grievances after the initial private conference(s) with their 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.
- 4. All grievance hearings shall be confidential.
- 5. All discussions and hearings shall be conducted at times other than when school is in session.
- 6. It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as the grievant is aware of a grievance.
- 7. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- 8. Only the Professional Employee affected may file a grievance or an appeal from Level 1, Level 2, or level 3.
- 9. 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, to the extent possible, describe the alleged event or act giving rise to the grievance, including time, date and place of the event or act and the names and addresses of any witnesses thereto.

ARTICLE VIII PROFESSIONAL EMPLOYEE EVALUATION POLICY

Beginning with school year 2014-15, the policy of procedures, guidelines and criteria as an instrument to be used for the purpose of evaluation of all Professional Employees in USD #421 will follow the minimum evaluation requirements of Kansas Statute 72-9003. *(Added 14-15)*

Section 1 **PURPOSES**

Evaluations will be used to improve instruction and assure accountability in the school district. The evaluation will be used as a guide by the Professional Employee and the evaluator in working toward self-improvement and more effective instruction.

1. The evaluation process shall be a cooperative process wherein the individual being evaluated and those responsible for making the evaluation feel a joint responsibility to focus upon performance areas.
2. The evaluation process shall enable the Professional Employee to clearly identify areas of strengths and weaknesses in performance.
3. The evaluation process shall provide opportunity for cooperatively setting goals in specific task areas.
4. The evaluation process shall include provision for specific suggestions and assistance for identified areas of deficiency.
5. The evaluation process shall establish follow-up assistance when appropriate.
6. The evaluation process shall stimulate greater resourcefulness and creativity.

Section 2 **PROCEDURE**

The Professional Employee evaluation instrument and procedure is studied, developed, and recommended by members of the USD 421 Professional Employee Evaluation Committee. The Professional Employee Evaluation Committee will consist of three (3) USD #421 Professional Employees, one (1) from each building appointed annually by the Association and one (1) shared Professional Employee appointed annually by the Association, and three administrators appointed annually by the USD #421 Board of Education. The evaluation instrument and procedures shall be reviewed and recommended annually by the USD #421 Professional Employee Evaluation Committee and included as part of the Agreement beginning with the Agreement for school year 2002-03. Procedures for Professional Employee evaluation are as follows:

1. All procedures shall be consistent with statutory Professional Employee's evaluation procedures. The statute regarding "Evaluation of Licensed Personnel" will be made available to individual Professional Employees.
2. There will be a pre-evaluation conference between the building administrator and the Professional Employee prior to the formal evaluation. The evaluation process will be explained to the Professional Employee. The evaluation document will show the date of the pre-evaluation and signatures verifying the pre-evaluation conference.
3. Each Professional Employee shall select target areas for self-improvement which the Professional Employee feels are most important and vital to improvement of

performance. These target areas (goals) should be indicated in writing on the Evaluation Form.

4. Professional Employees to be evaluated should participate in their evaluation including an opportunity for self-evaluation prior to or after evaluation.
5. The Board of Education of USD #421 designates that all Professional Employee, K-12 shall be evaluated by each building principal who will be responsible to evaluate all Professional Employee under their jurisdiction unless the Professional Employee is a member of their immediate family in which case the evaluation shall be conducted by the Superintendent. All building principals are to be evaluated by the Superintendent. The Superintendent is to be evaluated by the Board of Education. *(Removed #5, renumbered 17-18, Revised 23-24)*

ARTICLE IX WORKING CONDITIONS

Section 1 THE WORK DAY

1. The work day for all Professional Employees will be a total of 7 hours and 55 minutes which will begin **no later than 7:40 and end no earlier 3:20. The remaining 15 minutes of prep time shall be flexible daily.** All Professional Employees will be on duty and under direction of their building principal during the school day. *(Revised 05-06; 10-11; 12-13, 23-24, 24-25)*
 - a. School will be dismissed at 1:00 on the last day before Christmas Break begins. Professional Employees may leave after student and bus departure. *(Added 13-14, Reworded 19-20, 23-24)*
 - b. School will be dismissed at 1:00 on the last day of school with students. Professional Employee may leave after student and bus departure. *(Added 19-20, 23-24)*
 - c. Professional Employee will be dismissed at 1:00 on their last contract day of the year. *(Added 09-10, revised 10-11; re-lettered 13-14, re-lettered 19-20 reworded 23-24)*
2. Professional Employees will be granted daily planning time. An attempt will be made to schedule planning time consecutively. Each Professional Employee will have 250 minutes a week to be called "planning time". Professional Employees that are not employed as full time will have an equal percentage to their rate of employment. If the part time Professional Employee is involved with any employment outside the district that conflicts with planning time the district will not be required to schedule or to compensate for that time. *(Revised 23-24)*
3. Professional Employees shall not be required to report for work whenever student attendance is not required as a result of inclement weather or other emergencies.
4. For the **2024-2025** contract year, the length of the contract year will be 176 days, consisting of 165 days taught, six (6) days of in-service, one (1) parent/teacher conference, and four (4) workdays. *(Revised 09-10; 10-11; 12-13; 15-16, 16-17, 17-18)*
 - a. Three (3) snow/emergency makeup days are included in the length of the contract year. These days are scheduled between the months of November through April inclusively, and are to be used on the next available scheduled day.

If no school is cancelled for inclement weather prior to scheduled day off then school will not be held. *(Added 10-11; Revised 12-13; 13-14, 22-23)*

b. Late Start Days *(Removed 14-15)*

5. A supervision free lunch and planning period shall be provided. In the event a Professional Employee is assigned breakfast or lunch duty, the Professional Employee shall receive a free meal. *(Revised 09-10, 23-24)*
6. Professional Employees will be allowed an open lunch period provided that the building office is notified of their departure. *(03-04 #15 removed, 04-05, renumbered 05-06, revised 09-10, 23-24)*

Section 2 OUTSIDE THE SCOPE OF THE WORK DAY

1. Pay for extra professional work time - Professional work outside the Professional Employee's work day, when requested by an administrator and agreed to by a Professional Employee, shall be compensated at the following rates:
 - a. \$25.00 per hour without students (i.e. curriculum work, KESA, & School Profile). *(Revised 09-10, 19-20, 22-23)*
 - b. \$25.00 per hour with students (i.e. MS Study Hall, HS Study Hall). *(Added 19-20, 22-23)*
 - c. Professional Employees may be employed by the district at a rate agreed upon by the district and Professional Employee for instructional and or professional time with students outside their regular contract. This is through a separate contract. (i.e. Driver's Ed, Summer School, After School Program, Before School Program). *(Revised 19-20, Renumbered 19-20, 23-24)*
2. Professional Employee Supervision outside of school hours.
 - a. Professional Employee who are required to supervise elementary (K-8) activities outside of regular school hours will be compensated at \$25 per evening activity with a maximum of four (4) paid activities per school year. *(Revised 22-23, 23-24)*
3. Two faculty meetings may be held outside the duty day immediately before or after school not to exceed two (2) thirty (30) minute sessions per calendar month. *(Revised 05-06)*

Section 3 WORKERS COMPENSATION

1. The Board of Education provides Workers' Compensation for every Professional Employee. If an Professional Employee should sustain any kind of injury while on the job, the Professional Employee should notify the clerk of the board immediately.
2. Professional Employees of USD #421 who are injured on the job may select a physician of their choice, but care must be taken not to violate the State Laws and thereby void any recovery of compensation.
3. For any day that a Professional Employee receives disability reimbursement under the Workers' Compensation Law for a compensable illness or accident arising out of or in the course of their employment, the Professional Employee's payment for accumulated

leave and compensation under the worker's compensation act shall not exceed 100% of their regular gross salary.

4. Deductions from an Professional Employee's accumulated leave shall be prorated on that portion of salary paid by the District. If a Professional Employee decides to take the combination of sick leave and Workers' Compensation, the Workers' Compensation check will be deducted from the District's paycheck for the same work period. The Professional Employee will then be given both checks. A deduction will be made from accumulated sick leave that is prorated on the proportion that the district compensation is of the total compensation for the pay period.
5. At such time as accumulated leave and/or paid vacation time has expired or at such time as the Professional Employee may elect not to use accumulated leave and/or paid vacation time, the Professional Employee will only receive Workers' Compensation pay.
6. Professional Employees will be expected to return to work immediately upon receipt of a medical release.

Section 4 COMPLAINTS FROM THIRD PARTY

Professional Employee will be made aware of all written complaints. Their written statement or response will be affixed to all written statements filed by a parent or patron who files a written complaint.

Section 5 EARLY RESIGNATION

A Professional Employee who gives notice to the board to resign at the end of the current school year prior to February 15 shall receive a lump sum payment of \$200 or prior to March 15 shall receive a lump sum of \$100. *(Added 08-09)*

Section 6 FILLING VACANT POSITIONS *(Added 14-15)*

Professional Employee Vacancies

Vacant positions must be posted for five (5) calendar days in both Professional Employee workrooms of LEMS, the high school workroom and the district office, as well as emailed to the Professional Employees prior to being filed with college placement offices and advertised on educational websites. The five days in house waiting period of posting will be waived after May 31, but efforts will be made to notify the Professional Employees through email of the vacant position(s).

1. If a Professional Employee wishes to transfer to an open position within the district the individual will contact the superintendent in writing. The superintendent will acknowledge receipt of the request in writing. Copies of these documents will be sent to the respective building principal. Interviews will be granted to certified staff desiring a transfer for a vacant position.
2. Professional Employee will be given priority in the interview process, but the administration will hire the candidate they feel best meets the needs of Lyndon U.S.D. #421.
3. If two or more concurrently Professional Employee apply to transfer to the same vacant position and no new candidates are being interviewed, consideration in the assignment

will be given to certification, certificate endorsement, professional preparation, previous assignments, experience at the desired position (level), and years of experience.

4. If the Professional Employee request for a transfer is denied, the Professional Employee will be notified by the superintendent or respective principal prior to the announcement of the successful candidate.

Supplemental Vacancies

Vacant positions must be posted for five (5) calendar days in both staff workrooms of LEMS, the high school staff workroom and the district office, as well as emailed to the Professional Employees prior to being filed with college placement offices and advertised on educational websites. The five days in house waiting period of posting will be waived after May 31, but efforts will be made to notify the Professional Employees through email of the vacant position(s).

1. If a Professional Employee wishes to transfer to an open position within the district the individual will contact the superintendent in writing. The superintendent will acknowledge receipt of the request in writing. Copies of these documents will be sent to the respective building principal and the athletic director. Interviews will be granted to certified staff desiring a transfer for a vacant position.
2. Professional Employee will be given priority in the interview process, but the administration will hire the candidate they feel best meets the needs of Lyndon U.S.D. #421.
3. If two or more concurrently contracted employees apply to transfer to the same vacant position and no new candidates are being interviewed, consideration in the assignment will be given to certification, certificate endorsement, professional preparation, previous assignments, experience at the desired position (level), and years of experience.
4. If the Professional Employee request for a supplemental position is denied, the Professional Employee will be notified by the superintendent or building principal prior to the announcement of the successful candidate.

Rule 10 Supplemental Vacancies

All supplemental vacancies held by Rule 10 or non-certified employee will be listed as vacant each year by May 1st.

1. All vacancies will be posted in both staff workrooms of LEMS, the high school staff workroom and the district office as well as emailed to the Professional Employees. Positions will not be filled prior to June 1st or until the vacancy has been posted in house for five (5) calendar days. Anyone, certified or non-certified, wishing to fill the position will be required to write a letter of interest by the deadline listed on the vacancy posting.
2. Professional Employee will all receive first consideration, however, the administration will hire the candidate they feel will best meet the needs of Lyndon U.S.D. #421.
3. If a position remains unfilled or becomes available after June 1st, the administration reserves the right to fill the positions as quickly as possible. (This means the five days in house waiting period of posting will be waived, but efforts will be made to notify the Professional Employees through email of the vacant position.)

Section 1 PROVISIONS

When the Board of Education deems that budget considerations, declining enrollment, or discontinuation of a particular service requires a reduction in the number of Professional Employees at the beginning of the following school year, the Board may non-renew a Professional Employee at the close of the school year provided that the following provisions shall apply:

1. When possible, reductions in Professional Employees shall be absorbed through normal attrition.
2. When layoffs must occur the factors to be considered but not listed in order of importance include the following:
 - a. Length of service
 - b. Performance evaluations on file
 - c. Instructional program to be offered
 - d. Contribution to the activity program during total employment
 - e. Areas of certification and endorsement which may be required to maintain accreditation.
 - f. Special qualifications that may require specific training and/or experience
 - g. State and Federal regulations which may mandate certain employment practices
3. Any Professional Employee who has been non-renewed pursuant to this policy shall have preferred rights to reemployment for a period of twenty-four (24) months commencing at the end of the school year and will be removed during that time only upon the Professional Employee's written request to the superintendent, or upon the Professional Employee's refusal of reemployment.
4. The Professional Employee's name shall be placed upon a recall list based upon the factors listed above with the following procedures:
5. Upon receiving a certified letter offering reemployment, the Professional Employee must accept or reject the position within seven (7) days by written notification to the superintendent.
6. The date of receipt shall be the date received in the Board Office if not mailed or the date of postmark if mailed.
7. It shall be the responsibility of the non-renewed Professional Employee to keep on file a current mailing address with the Board Office.
8. The Professional Employee shall, upon reappointment, retain any benefits accrued to such Professional Employee prior to the non-renewal. However, leave of absence due to a reduction in force shall not be considered as a year of employment by the district for salary schedule placement or any other reason.

ARTICLE XI RETIREMENT

Section 1 ACCUMULATED LEAVE

Professional Employee will be paid \$75.00 per day for accumulated leave days if they retire from Lyndon USD 421 with fifteen (15) total years in-house USD 421 service and are eligible under the K.P.E.R.S. 85-point system. *(Revised 05-06, 16-17, 18-19)*

Section 2 EMPLOYER PAID ACCOUNT

A Retirement Plan Portfolio will be established for each Professional Employee employed in USD #421. The portfolio will contain up to two (2) accounts; an Employer Paid Account will be initiated for each Professional Employee and (upon request) an Employee Paid Account.

1. USD #421 will contribute **\$75** per month into each full-time, Professional Employee's Employer Paid Account. *(Revised 21-22)*
2. The USD #421 Board of Education will establish and maintain the investment allocations for the Employer Paid Accounts for a minimum of 5 years AND until the Professional Employee is 100% vested.
3. Upon beginning of the Professional Employee's 6th year as a Professional Employee employed by USD #421, each Professional Employee will become vested in 10% of the amount contained within their Employer Paid Account. The vested portion will continue to increase by an additional 10% per year until the Professional Employee is 100% vested upon beginning their 15th year with USD #421.

<u>Year(s)</u>	<u>Amount Vested</u>	<u>Year(s)</u>	<u>Amount Vested</u>	<u>Year(s)</u>	<u>Amount Vested</u>
1-5	0%	9	40%	13	80%
6	10%	10	50%	14	90%
7	20%	11	60%	15	100%
8	30%	12	70%		

- a. A Professional Employee who terminates employment with USD #421 after the beginning of their 6th year may leave the vested amount in the Employer Paid Account, thereby retaining vesting status upon returning to employment with USD #421 at a future date.
- b. A Professional Employee employed prior to September 1, 2007, will receive vesting credit for prior service with USD #421.
- c. A Professional Employee may access the vested portion of their Employer Paid Account upon termination of an employment contract with USD #421.

Section 3: EMPLOYEE PAID ACCOUNT

1. A Professional Employee may voluntarily contribute from salary an amount of their choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A Professional Employee who chooses to make contributions into their Employee Paid Account will be fully vested in this account immediately.
2. Separate investment from the employer paid allocations may be made for a Professional Employee's Employee Paid Account.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with approved providers up to the amount(s) allowed by State and Federal laws and regulations.

Section 4 STATE AND FEDERAL PROGRAM REQUIREMENTS & ISSUES

1. Employer and Professional Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated Professional Employee to defer taxation until a later date.
2. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall no longer be in force or effect unless re-adopted by the Board of Education of USD #421.

Section 5 PHASE-OUT (PREVIOUS EARLY RETIREMENT) OPTION

1. Upon retirement, eligible Professional Employees qualify the Phase-Out Option described below. *(Revised 17-18, 23-24)*
2. A Professional Employee may be eligible for the Phase-Out Option if:
 - a. The Professional Employee was employed as a full-time Professional Employee in a certified position by USD #421 prior to the 2007-08 contract year.
 - b. The Professional Employee has 15 years or more of full-time employment as a Professional Employee in a certified position with USD #421.
 - c. The Professional Employee retires prior to the **2029-2030** contract year. *(Revised 13-14, 21-22)*
 - d. The Professional Employee has a combined total age plus credited years of service in KPERS that is equal to or greater than 85 **AND** has not previously received retirement benefits from KPERS. *(Revised 17-18, 23-24)*
3. An eligible Professional Employee will receive the Phase-Out Option by giving written notice to the Superintendent. Such written notice shall be submitted on or before the first (1st) day of May OR, under extenuating circumstances that would prevent a Professional Employee from returning to work, no less than 60 days preceding the anticipated retirement date and shall include the following information:
 - a. A statement of the Professional Employee's desire to retire.

- b. The anticipated date of retirement.
 - c. The Professional Employee's birth date and age on the date of retirement.
 - d. Number of years employed full-time with USD #421. *(Revised 15-16, 17-18, 23-24)*
4. The Professional Employee eligible for the Phase-Out Option will receive payments beginning in October of the fiscal year following their retirement. The Professional Employee is responsible for contacting Security Benefit and setting up a payment plan. *(Revised 17-18, 23-24)*
5. The maximum benefit a qualifying Professional Employee may receive is **\$18,000** over 4 years OR **\$4,500** per year. The balance in a Professional Employee's Pre-Funded 403(b) account as of August 31st will offset the remaining payments. That balance will be subtracted from **\$14,400** and will serve as the first year's payment before determining the payment owed over the next three years. *(Revised 17-18, 21-22, 23-24)*
6. Upon retirement, all Post-Funded payments will be paid into a Post-Funded 403(b) retirement account established in the Professional Employee's name. *(Revised 17-18, 23-24)*
7. All Phase-Out benefits terminate upon the death of the Professional Employee. *(Added 07-08; Revised 17-18, 23-24)*

ARTICLE XII BOARD OF EDUCATION MEETINGS

The LEA Officers and Head Negotiator for the LEA will be notified through email by the Superintendent office of any planned Board of Education meetings other than the regular monthly meetings the day following when the meeting was planned. *(Added 20-21, Revised 23-24)*