

Agreement
between
Blue Valley
Education Association

and

Blue Valley Board of Education

Unified School District No. 229

Johnson County

State of Kansas

July 1, 2019-June 30, 2020

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1 **ARTICLE I. AGREEMENT, RECOGNITION, WAIVER AND SCOPE CLAUSE**

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3 **SECTION A: DEFINITIONS**

- 4
- 5 1. **AGREEMENT:** All articles agreed to and ratified by and between the Board of Education of Blue Valley Unified School
6 District No. 229, Johnson County, Kansas and the Blue Valley Education Association, as a result of professional
7 negotiations as defined by Kansas statute.
- 8
- 9 2. **ASSOCIATION:** Blue Valley Education Association.
- 10
- 11 3. **BOARD:** The Board of Education of Blue Valley Unified School District #229, Johnson County, Kansas.
- 12
- 13 4. **COLUMN:** On the Professional Employees' salary schedule, each vertical level or column shall represent an earned degree
14 from an accredited institution of higher learning or an intermediate position beyond or between the earned degree
15 representing additional earned semester, equivalent quarter hours, or approved Blue Valley professional development points
16 not already counted in an earned degree.
- 17
- 18 5. **DAYS:** Except when otherwise indicated, days shall mean working school days, Monday through Friday, excepting legal
19 and school holidays.
- 20
- 21 6. **DISTRICT:** Blue Valley Unified School District No. 229, Johnson County, Kansas.
- 22
- 23 7. **FURLOUGH:** Furlough shall mean the status of a Professional Employee who is placed on involuntary leave of absence
24 without pay or benefits as a result of a reduction of Professional Employees.
- 25
- 26 8. **GRIEVANCE:** A grievance shall be an alleged violation of the expressed terms of the Agreement affecting terms and
27 conditions of employment and/or the Personnel Policies of the Board of Education's Policies Manual.
- 28
- 29 9. **IMMEDIATE FAMILY:** Includes the Professional Employee's spouse, son, daughter, mother, father, brother, sister, aunt,
30 uncle, niece, nephew, cousin, grandparent or grandchild and those same members of the Professional Employee's spouse's
31 family. Immediate family also includes residents of the Professional Employee's household.
- 32
- 33 10. **MAJOR FRACTION THEREOF:** On the Professional Employee's Salary Schedule, major fraction thereof shall represent
34 one (1) semester or more of teaching experience in a public or private school district or school accredited by a state,
35 regional or federal accrediting agency. This definition shall be applicable beginning in the 1987-88 school year and
36 thereafter.
- 37
- 38 11. **NON-RENEWAL:** Non-renewal occurs when the Board does not award a contract for the succeeding year.
- 39
- 40 12. **PROFESSIONAL DEVELOPMENT COUNCIL:** The Professional Development Council (PDC) shall mean the duly
41 chosen teachers and administrators charged with the responsibility of advising the Superintendent and Board in matters of
42 staff development.
- 43
- 44 13. **PROFESSIONAL EMPLOYEE:** Professional Employee shall include employees assigned to the teaching staff, whether
45 part time or full time, who possess a license issued by the Kansas State Department of Education. Professional Employee
46 shall not include administrators, substitute teachers, whether long or short-term, or educational aides.
- 47
- 48 14. **PROFESSIONAL EMPLOYEE – PROBATIONARY:** A professional employee who is in years one (1), two (2), or three
49 (3) of employment in Blue Valley.
- 50
- 51 15. **PROFESSIONAL EMPLOYEE – NON-PROBATIONARY:** A professional employee who has completed three (3)
52 consecutive years of employment in Blue Valley and has been offered a contract for a fourth year.
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- 54 16. **PART-TIME:** Part-time Professional Employee shall mean a Professional Employee who is assigned to less than a full duty
55 day as specified in the District Guidelines for Instructional and/or Supervisory Time.

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- 17. PROGRAM: A program is distinguished from grade level or subject area by one or more of the following: it serves more than one attendance area; it makes use of a specialized facility; or it makes use of specialized equipment. A program may not be an assignment carried out under a supplemental contract.
- 18. SENIORITY: Seniority shall mean the period of most recent continuous employment with the District, as determined from the effective date of employment; however, neither shall an approved extended leave of absence be construed as an interruption of continuous employment, nor shall the duration of such leave count toward years of continuous service.
- 19. STEP: On the Professional Employee's salary schedule, each horizontal level or step shall represent a year, or the major fraction thereof, of experience in a public or private school district or school accredited by a state, regional or federal accrediting agency, except as modified in the Agreement.
- 20. SUPERINTENDENT: Superintendent of Schools of Blue Valley Unified School District No. 229, Johnson County, Kansas or his/her designee.
- 21. TERMINATION: Termination of contract is the immediate dismissal of the Professional Employee from the District.
- 22. TRANSFER: Transfer shall mean the changing of a Professional Employee's assignment that results in a change of schools.
- 23. VACANCY: Vacancy shall mean both unfilled positions and newly created positions.

SECTION B: RECOGNITION

The Board recognizes the Association as the bargaining agent for all Professional Employees.

SECTION C: WAIVER AND SCOPE CLAUSE

- 1. Ratification of this agreement shall constitute full and complete commitment between both parties to the Articles described herein. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- 2. The parties agree that negotiations shall not be reopened during the lifetime of the Agreement, except as aforementioned.
- 3. Any individual contract between the Board and the Professional Employee shall be subject to and consistent with the terms and conditions of this Agreement. The items described and provided for in this Agreement shall be placed, by reference, in the individual contract of each Professional Employee.
- 4. If any individual contract between the Board and a Professional Employee contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- 5. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- 6. Building Leadership Teams may consider and approve options allowing creativity and flexibility within limited sections of the Negotiated Agreement in order to meet identified professional learning needs of the school. The specific implementation procedures shall be utilized for consideration of individual building options. The procedures may be modified when mutually agreeable to both parties.

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2 **ARTICLE II. NO STRIKE**
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4 **SECTION A**

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6 It shall be a prohibited practice for Professional Employees or Professional Employees' organizations or their designated
7 representatives willfully to authorize, instigate, aid, or engage in a strike, slowdown or other concerted action at any
8 facility under the jurisdiction and control of the Board of Education.
9

10 **SECTION B**

11
12 It shall be a prohibited practice for Professional Employees to discuss professional negotiations between the Board and
13 the Association including any item, concept or topic within the scope of the Professional Negotiations process, in the
14 presence of any district student during regular classroom activity, or while directly supervising students.
15

16 **ARTICLE III. LEAVES OF ABSENCE**
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18 **SECTION A: TEMPORARY LEAVES**

- 19 1. A Professional Employee, whose contract is for at least the full amount of student contact time mandated by state
20 statute and approved by the Board, upon reporting for the first day of service called for under written contract, shall
21 be entitled to twelve (12) days temporary leave during the contract period without loss of salary.
22
- 23 2. If the contract should be terminated before the end of the contract period for any reason other than personal illness of
24 the Professional Employee which makes it impossible for him/her to perform his/her duties, the temporary leave
25 granted under this article shall be reduced at the rate of one day per full month or partial month of the unfulfilled
26 contract.
27
- 28 3. Covered Professional Employees whose contract is for less than the full amount of student contact time mandated by
29 state statute and approved by the Board, or less than full school day service shall be entitled to an amount of
30 temporary leave in the same proportion that the contract time bears to the full amount of student contact time
31 mandated by the state statute and approved by the Board. The specific amount of temporary leave for the less-than-
32 full-time employee shall be computed at the time of contract signing.
33
- 34 4. Temporary leave benefits to which a Professional Employee is entitled during a contract period, and which are not
35 used, may be accumulated and used during future contract periods. This accumulation is unlimited.
36
- 37 5. The Professional Employee shall, prior to absence, notify the District, and the building principal, in the manner
38 prescribed by the District and principal or as specified in this contract.
39
- 40 6. The daily rate of deduction made from a Professional Employee's salary for absence not covered by this policy shall
41 be computed by multiplying a fraction, the numerator of which is one (1) and the denominator of which is the
42 number of days of service called for in the Professional Employee's contract, times the annual salary.
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- 44 7. Cases under this policy calling for interpretation or cases not specifically covered under the provisions of this policy
45 shall be submitted to the Superintendent for a decision.
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- 1 8. Absences from duties covered under this policy may be due to:
- 2 a. Personal illness including disability due to prenatal care, birth of a child, recuperation following delivery or
- 3 adoption of an infant.
- 4 1) Professional Employees absent due to illness, physical disability or mental incapacitation beyond five
- 5 (5) consecutive school days may be required to submit to Human Resources a written request for
- 6 temporary leave accompanied by a physicians' written statement. The physician's statement shall
- 7 describe the nature of the illness or incapacitation and verify the physician's care, the projected date of
- 8 return, and the Professional Employee's ability to return to duties.
- 9 2) The Professional Employee shall file in writing with the Human Resources Office a request for use of
- 10 temporary leave due to disability associated with the birth of a child no later than the beginning of the
- 11 third trimester. This request shall be accompanied by physician's written statement recommending a
- 12 date for termination of regular teaching duties. This date shall serve as a guide for planning the start of
- 13 leave. The exact date will be subsequently adjusted, earlier or later, as determined by appropriate by
- 14 the attending physician. This leave shall conclude upon the physician's certification of the Professional
- 15 Employee's ability to return to regular duties.
- 16 3) The Professional Employee may file in writing with the Superintendent a request for use of temporary
- 17 leave of up to six (6) weeks due to the adoption of an infant.
- 18 4) The use of temporary leave may be under a leave without pay status or accumulated temporary leave
- 19 may be used to provide leave with pay.
- 20 5) The Professional Employee may use up to five (5) consecutive days of his/her temporary leave upon
- 21 the birth/adoption of a grandchild. This leave may be taken within four (4) weeks of the event. Total
- 22 number of days used may not exceed five (5) school days.
- 23 b. Serious illness in the immediate family.
- 24 1) Notification requirements for the use of temporary leave for illness in the immediate family shall be the
- 25 same as for personal illness.
- 26 2) The use of temporary leave may be under a leave without pay status or accumulated temporary leave
- 27 may be used to provide leave with pay.
- 28 c. Personal Leave
- 29 1) A Professional Employee may use up to six (6) days of temporary leave for personal reasons in one
- 30 contract year at the employee's discretion. A maximum of five (5) consecutive days of temporary
- 31 leave for personal reasons may be used in a contract year.
- 32 2) Approval of the specific day to be used shall be the responsibility of the building principal in order to
- 33 permit scheduling of substitutes and continuity within the instruction program.
- 34 3) Requests for personal leave must be submitted in the manner prescribed by the District five (5) school
- 35 days prior to the use of leave.
- 36 4) For personal leave of an emergency nature, requirement for prior notification shall be the same as in the
- 37 case of personal illness.
- 38 5) Except under emergency conditions or extraordinary circumstances, personal leave will not be
- 39 approved for use during the pre-service days of the first three (3) student contact days, the last five (5)
- 40 contact days of the school year; the day before a school holiday (not including Labor Day, Martin
- 41 Luther King Day, and Presidents Day); or during staff development, or conference days. If a teacher-
- 42 designed staff development day falls on the day after winter holiday break, that date will not be
- 43 restricted for use as a personal day. The Personal Leave Guidelines shall be utilized in this section.
- 44 These guidelines may be modified when mutually agreeable to both parties.
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1 6) Personal leave days in excess of the allocations in number one above (III, A. 8c.1) may be granted due
2 to extraordinary circumstances. A written appeal for additional personal leave days from accumulated
3 temporary leave shall be filed with the Human Resources Office.

4 d. Bereavement: In the event of death within the Professional Employee's immediate family, the Professional
5 Employee may use up to five (5) days for bereavement.

6 1) Immediate family, in this subsection, shall include spouse, father, mother, father-in-law, mother-in-law,
7 son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent,
8 grandchild, aunt, uncle, niece, nephew, cousin, or resident of the Professional Employee's household.

9 2) Additional days may be granted by the Superintendent due to special circumstances.

10 3) Up to three (3) days of such bereavement leave shall not be deducted from accumulated temporary
11 leave; however, additional days of such bereavement leave shall be deducted from accumulated
12 temporary leave.

13 e. Funeral leave

14 1) A Professional Employee may be absent to attend funeral services.

15 2) Such leave shall be requested in sufficient time to allow for securing a substitute teacher, and the leave
16 will be charged to the Professional Employee's accumulated temporary leave.

17 3) In the event a large number of Professional Employees request funeral leave on the same day, the
18 District may limit such requests in order to maintain the normal operation of the school's instructional
19 program.

20 f. Observance of denominational religious holidays

21 Professional Employees may be granted leave for the observance of denominational religious holidays when the
22 days are used for that specific purpose. This leave shall be deducted from the employee's temporary leave.

23 9. Reimbursement for Unused Temporary Leave

24 a. Professional Employees with at least ten (10) continuous years of service in the District who notify the District
25 in writing of their upcoming retirement on or before February 1 shall qualify for reimbursement of unused
26 temporary leave or \$1000 retirement recognition at the time of retirement or death. Professional Employees, or
27 the estate, will receive the greater of the two amounts.

28 b. The employee shall be compensated for unused temporary days according to the following formula: Years of
29 continuous service in district X four (4) percent X the current daily rate of substitute pay X the accumulated
30 unused temporary leave days.

31 c. The maximum number of temporary leave days for which a Professional Employee will be compensated may
32 not exceed one hundred thirty-five (135) days.

33 d. Professional Employees with at least ten (10) continuous years of service in the District who notify the District
34 in writing of their upcoming retirement between February 2 and that year's continuing contract notification date
35 shall qualify for reimbursement of half of the employee's unused temporary leave or \$500 retirement
36 recognition.

37 e. Professional Employees with at least ten (10) years of service in the District who plan to retire at the end of the
38 contract year and who notify the District in writing of their retirement on or before February 1 of that contract
39 year shall receive \$750 at the end of the contract year.

40 10. Catastrophic Illness Pool

41 a. The purpose of the Catastrophic Illness Pool (CIP) is to provide temporary leave assistance during the contract
42 leave year only to the Professional Employee who experiences illness or injury that requires extensive medical
43 treatment, rehabilitation and ultimately the exhaustion of District-provided paid leaves.
44

- 1 b. All Professional Employees will participate in the CIP.
- 2 1) All Professional Employees contributed one-half (1/2) day of temporary leave to the CIP at the
3 beginning of the 2007-2008 school year. Professional Employees hired subsequently will contribute
4 one day of leave from their first allocation of temporary leave. The deduction will be prorated by the
5 employee's FTE at the time of the deduction.
- 6 2) Should the CIP balance fall below 100 days, all eligible employees, including all Professional
7 Employees, may be required to donate an additional one-half (1/2) day to replenish the balance. The
8 deduction of the day will occur on the September 15th following the determination that the balance is
9 below 100 days.
- 10 c. Catastrophic illness/injury is defined as an extraordinary or life-threatening illness or injury of a Professional
11 Employee or a member of the Professional Employee's immediate family as defined in this section which totally
12 incapacitates the employee from work, as verified by a licensed physician, and which forces the employee to
13 exhaust all leave earned by that employee, resulting in the loss of compensation from the District for the
14 employee. Conditions that are short-term in nature, including but not limited to common illnesses such as
15 influenza, measles, and common injuries, are not catastrophic. Pregnancy/birth of a child, unless deemed life-
16 threatening for mother or child, is not considered catastrophic. Chronic illnesses or injuries, such as cancer or
17 major surgery, which result in intermittent absences from work and which are long-term in nature and require
18 long recuperation periods (3 months or longer) may be considered catastrophic.
- 19 To qualify for CIP days, Professional Employees must satisfy the definition of catastrophic illness/injury as
20 provided for under the terms of the Negotiated Agreement and must exhaust all paid leave prior to accessing the
21 CIP.
- 22 d. Eligible dependents include spouse, child, parent, parent-in-law, or any person living in the Professional
23 Employee's residence who is dependent on the Professional Employee for support.
- 24 e. CIP is not available to Professional Employees if the employee has already completed the waiting period defined
25 under the District-paid short-term disability plan or if the personal catastrophic illness/injury is work-related.
- 26 f. Procedure
- 27 1) Requests from Professional Employees to receive days from the CIP will be considered on a case-by-
28 case basis. Requests must be submitted in writing in a manner prescribed by the District and submitted
29 to the Benefits Department for consideration by the CIP committee. The employee must provide
30 written medical verification of the illness or non-work-related injury.
- 31 2) The CIP committee will be comprised of members for the following groups of employees: certified
32 staff (two members to be appointed by the BVEA president), classified staff (one member to be
33 selected by the Classified Employment Council), one member of the Human Resources Department,
34 and one member from the Finance Department.
- 35 g. Any employee may request information regarding the outstanding number of days in the CIP at any time;
36 however, no information will be provided relating to individual details of the leave days granted.
- 37 h. If a Professional Employee is granted leave, there will be no expectation of repayment. Compensation from CIP
38 days will be treated solely as compensation and taxed accordingly.
- 39 i. A Professional Employee may be approved for up to 20 days of CIP per calendar year (prorated for the first year
40 of the program), with a lifetime employee maximum of 50 CIP days in total.
- 41 j. The pool will be maintained, and pool days granted on a calendar-year basis.

42 **SECTION B: EXTENDED LEAVES OF ABSENCE**

- 43 1. Extended leaves of absence shall normally be for one (1) semester or one (1) school year.
- 44 2. All requests for Extended Leaves of Absence will be applied for in writing to Human Resources. The Board shall respond
45 to all requests in writing.
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- 1 3. A Professional Employee requesting reassignment upon completion of an Extended Leave of Absence shall be assigned
2 to his/her former position if available. If in the opinion of the Superintendent the former position is not available, the
3 Professional Employee shall be reassigned to an available position for which he/she is qualified, licensed, and based on
4 his/her professional experience in the District.
- 5 4. The District's responsibility to Professional Employees with less than seven (7) years of experience in the District,
6 returning from Extended Leave, is limited to placement in an available position for which the Professional Employee is
7 qualified and licensed.
- 8 5. If more than one (1) Professional Employee with less than seven (7) years of experience requests reassignment from an
9 Extended Leave and a lesser number of positions exist for which the Professional Employees qualify on the basis of
10 licensure and qualification, the Superintendent shall consider the Professional Employees' license, qualifications,
11 including preparation and experience in the District, and ability to best serve the needs of the building and district in
12 filling the available position; not seniority.
- 13 6. Professional Employees with seven (7) or more years of experience, returning from an Extended Leave, shall be placed in
14 a position for which he/she is licensed and qualified if the former position is not available.
- 15 7. A Professional Employee on Extended Leave shall, by March 1 of the school year in which the leave has been granted,
16 inform the District in writing of a request for extension of leave, reassignment, or resignation for the subsequent school
17 year. In the case of Extended Leave for personal health, this notification date will be not later than May 15th of the
18 school year in which the leave has been taken.
- 19 8. While on Extended Leave the Professional Employee shall retain accumulated temporary leave. However, no additional
20 temporary leave shall accrue during the Extended Leave period.
- 21 9. Reassignment after Extended Leave shall place the Professional Employee on the salary schedule on the step the
22 Professional Employee would have occupied had the Extended Leave not occurred, except as specified above. The
23 column placement shall be commensurate with the Professional Employee's current educational level.
- 24 10. The Professional Employee, while on extended leave, may continue to participate in any fringe benefit made available to
25 other Professional Employees by the Board of Education. Participation while on extended leave shall be at the
26 Professional Employee's expense, and arrangements for paying for this benefit must be made in writing by the
27 Professional Employee prior to beginning the leave. All premium payments must be paid on or before the monthly due
28 date established by the District.
- 29 11. The Board recognizes the following reasons for granting an extended leave from duty to the Professional Employee:
- 30 a. Personal Health
- 31 1) A Professional Employee whose personal illness or physical incapacity extends beyond the
32 accumulated sick leave may be granted leave for the remainder of the contract year, without pay or
33 increment. If the Professional Employee has completed more than half of the contract year, the
34 increment shall accrue.
- 35 2) Request for extended leave must be accompanied by a statement from a licensed physician that such
36 leave is necessary. The physician's statement shall clearly state the physical or mental disability, the
37 nature of the disability or incapacity, and a projected date of return to duties. The cost of the physician's
38 statement shall be borne by the Professional Employee.
- 39 3) If deemed necessary by the Board of Education, a second physical examination by a Board-appointed
40 physician may be required. The cost of a Board-appointed physician's examination shall be borne by
41 the Board of Education. At the Board's discretion, a periodic statement from the Professional
42 Employee's or the Board's physician may be required as described above. In the event the medical
43 examinations conflict, a third examination may be ordered at Board expense to be conducted by a
44 mutually acceptable physician.
- 45 4) Upon return from an extended leave of absence for health reasons, the Professional Employee will
46 provide the District with a statement from the attending physician which summarizes the employee's
47 physical condition and affirms the Professional Employee's ability to resume duties. At the Board's
48 discretion, a form supplied by the District may be required.

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- 5) If deemed necessary by the Board of Education, a second physical examination and assessment by a Board-appointed physician may be required before the Professional Employee may return to duties. The cost of the physical examination and statement by the Board-appointed physician shall be at the Board's expense. In the event the medical examinations conflict, a third examination may be ordered at Board expense to be conducted by a mutually acceptable physician.
 - 6) A request for a single one-year extension of a personal health leave may be made. The request for an extension must be made in writing prior to May 15, for the next school year. A request for extension must be accompanied by a statement from a licensed physician that such leave is necessary. The physician's statement shall clearly state the physical or mental incapacity and the nature of the disability or incapacity.

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b. Care of Immediate Family

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- 1) Any Professional Employee may be granted leave without pay or increment for the purpose of caring for a member of the immediate family who is ill or injured. If the Professional Employee has completed more than half of the contract year, the increment shall accrue.
 - 2) Request for extended leave must be accompanied by a statement from a licensed physician that such leave is necessary. The physician's statement shall clearly state the physical or mental disability, the nature of the disability or incapacity, and a projected date of return to duties. The cost of the physician's statement shall be borne by the Professional Employee.
 - 3) In the event the Professional Employee and spouse are employees of the District, they then must elect which one shall take the leave. Such leave may commence at any time and may extend through the end of the current contract year. Upon written application by the Professional Employee on or before March 1, the leave may be extended, upon approval by the Board, for a single one-year period.

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c. Parental Leave

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Any Professional Employee may be granted leave without pay or increment for the purpose of childcare upon the birth or adoption of a child. If the Professional Employee has completed more than half of the contract year, the increment shall accrue.

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- 1) In the event of pregnancy, the Professional Employee shall file a request for parental leave with the Human Resources Office at the beginning of the third trimester of pregnancy.
 - 2) In the event of an adoption, the Professional Employee shall file written notice with Human Resources at the time the Professional Employee receives notice from the adoption agency.
 - 3) In the event both parents are employees of the District, they then must elect which one will take the leave. Such leaves may commence at any time, except as noted above, and may extend through the end of the current contract year. Upon written application by the Professional Employee, on or before March 1, the leave may be extended upon approval of the Board for a single one-year period.
 - 4) In the event of the loss of the child following approval of a parental leave, the Professional Employee may file a written request to return to active service. Assignment following a request for return to service shall conform to the general provisions for return from an extended leave.

43

d. Educational Travel

- 44
45
46
47
48
49
50
- 1) Leave for educational travel in a foreign country may be granted without pay or increment to any Professional Employee for a period not exceeding one year.
 - 2) Requests for educational travel leave, effective at the beginning of the next school year, must be made in writing on or before March 1.

1
2 e. Foreign Teaching

- 3 1) Leaves for foreign teaching may be granted without pay by the Board to any Professional Employee.
4 Upon return, the Professional Employee shall be placed on the salary step which the Professional
5 Employee last occupied before the leave was taken, plus the number of years teaching accrued during
6 the foreign teaching leave, up to two years.
- 7 2) This leave is for one year at a time and may be renewed by the Board only upon written application by
8 the Professional Employee. Written application for extended leaves which are to be effective at the
9 beginning of a school year shall be made on or before March 1.

10
11 f. Academic Study

- 12 1) Any Professional Employee may be granted leave for full-time study, defined as nine (9) hours per
13 semester or eighteen (18) hours per calendar year, in a college or university without pay or increment
14 for a period not to exceed one year. A written request for leave shall be submitted to Human Resources,
15 and the request shall include a description of the intended course of graduate and/or undergraduate
16 study.
- 17 2) Written application for extended leaves which are to be effective at the beginning of a school year shall
18 be made on or before March 1. Request for a one-year extension may be granted by the Board upon
19 written request by the Professional Employee on or before March 1.
- 20 3) Upon return from the leave, the Professional Employee shall provide official transcripts showing
21 successful completion of the specified number of hours for full-time study. The Professional Employee
22 shall have successfully completed six (6) hours per semester, or twelve (12) hours per calendar year, of
23 acceptable graduate and/or undergraduate credit from the intended course of study. Failure to have
24 successfully completed such acceptable hours will result in the loss of reassignment privileges.

25
26 g. Political Office

- 27 1) A Professional Employee may request an extended leave of absence to serve in an elected public office.
28 Such leave shall be requested upon filing for the office. A determination shall be made by the Board at
29 the time of consideration of the leave whether the public office requires the leave to be taken upon
30 filing for the office or upon election to said office.
- 31 2) This leave shall be reviewed annually by the Board upon application by the Professional Employee for
32 a yearly extension. Such request shall be submitted in writing prior to March 1.

33 h. Other Reasons

- 34 1) A leave of absence may be requested by a Professional Employee for a reason not listed above which
35 allows the Professional Employee to engage in activities of professional growth and which is approved
36 by the Board.
- 37 2) Such leaves may be extended for one year upon written application by the Professional Employee on or
38 before March 1 for the following school year and upon approval of the Board.

39 **SECTION C: PROFESSIONAL GROWTH**

40
41 Professional Employees may be granted leave to attend professional growth activities. The expense of the substitute teacher may
42 be incurred by the District. Professional Employees may apply for further reimbursement as approved by the District.

43
44 **SECTION D: JURY DUTY**

45
46 Each Professional Employee shall be granted leave as necessary for jury duty in a court of law. Requests for jury leave shall be
47 made in the manner prescribed by the District five (5) days prior to the absence and documentation may be required confirming the
48 need for jury leave. The Professional Employee will continue to receive his/her current salary during the period of jury duty. No
49 deduction of temporary leave is made for jury duty.

1
2 **ARTICLE IV. PROFESSIONAL DAY**
3

4 **SECTION A: LENGTH OF THE DAY**

- 5 1. The student's day shall be established by the Board in order to meet the requirements of the educational program of the
6 District. The professional day shall be seven (7) hours and forty-five (45) minutes. The required reporting and/or
7 departure times for Professional Employees may be adjusted by the Superintendent or his/her designee to conform to the
8 professional day. Principals may require faculty and other meetings during the contract day. Faculty meetings beyond the
9 contract day may be scheduled by the principals in special or unusual circumstances. Buildings that require additional
10 meeting flexibility beyond the contract day should exercise the Flexibility Clause in the Negotiated Agreement (Article I,
11 Section C, item 6).
- 12 2. The Professional Employee shall personally assume the responsibility of being on duty as requested by the principal or
13 supervisor to fulfill the traditional and customary professional responsibilities of the education program of the District.
14 The principal may require the attendance of the Professional Employee at unique activities necessary to the educational
15 program of each school.

16 **SECTION B: INSTRUCTIONAL PLANNING TIME**

- 17 1. On days when all classes are scheduled to meet, Professional Employees with classroom responsibilities at the high
18 school level shall be provided one class period daily for conferences and instructional planning. On block schedule days
19 when the assigned planning period meets, the Professional Employee shall have that regularly assigned period for
20 purposes of instructional planning and conferences. On the alternate block schedule days when the assigned planning
21 period is not scheduled to meet, the Professional Employee shall receive forty-five (45) minutes of uninterrupted time for
22 instructional planning and conferences. Planning time shall be provided within the normally scheduled student school
23 day. BVA doesn't conform to this.
- 24 2. Professional Employees with classroom responsibilities at the middle level shall be provided one class period per day for
25 conferences and instructional planning. This period shall be included within the framework of the student school day.
- 26 3. Professional Employees with classroom responsibilities at the elementary level (full day kindergarten and grades 1-5)
27 shall be provided a daily block of time for the purpose of conferences and instructional planning, totaling not less than
28 265 minutes per week. This time shall be within the student day. Three (3) blocks will be at least sixty (60) minutes per
29 day, one block at least fifty-five (55) minutes per day, and one block at least thirty (30) minutes per day. With the
30 approval of the building principal and the Professional Employee, a Professional Employee may waive the daily block
31 requirement in favor of an alternate planning time arrangement. Such waiver shall be in writing and signed by the
32 Professional Employee and the building principal.
- 33 4. Professional Employees with specialist responsibilities in art, classroom music foreign language and physical education
34 at the elementary level are considered full time (1.0 FTE) having a maximum of fifty-two (52) half-hour sessions or flex
35 sections per week. Professional Employees with specialist responsibilities at the elementary level shall be provided time
36 daily for the purposes of conferences and instructional planning. This time shall be within the student day with one block
37 daily of fifty (50) minutes of uninterrupted plan time, totaling not less than 250 minutes per week. With the approval of
38 the building principal and the Professional Employee, a Professional Employee may waive the daily block requirement in
39 favor of an alternate planning time arrangement. Such waiver shall be in writing and signed by the Professional
40 Employee and the building principal.
- 41 5. Professional Employees with classroom responsibilities at the Early Childhood Special Education level shall be provided
42 time for the purpose of conferences and instructional planning. This time shall be within the student day and total no less
43 than 300 minutes a week. At least two blocks per week shall be forty-five (45) minutes in duration and may occur on the
44 same day. At least two blocks per week shall be twenty-five (25) minutes in duration and occur on days other than days
45 in which students are not in attendance. The remainder of plan time can be scheduled on any workday in increments not
46 less than twenty (20) minutes. Half-time Early Childhood Special Education teachers shall be provided weekly with at

1 least one uninterrupted 25-minute and one uninterrupted 45-minute block of time in the student day and total no less than
2 150 minutes per week in increments not less than 20 minutes. With the approval of the building principal, the Early
3 Childhood Special Education Coordinator, and the Professional Employee, a Professional Employee may waive the daily
4 block requirement in favor of an alternate planning time arrangement. Such waiver shall be in writing and signed by the
5 Professional Employee and the building principal.

6 6. Elementary buildings or PLC teams may vote annually to adopt a teacher-directed collaborative plan program. The
7 program shall consist of two hours per month for nine months. Meeting times shall be designated as team or grade-level
8 plan and/or building collaboration. The purpose of this time is to promote collaborative planning. Teachers shall receive
9 curriculum rate of pay.

10 7. Payment for collaborative plan will be made in a lump sum on the May 15 payroll.

11 SECTION C: DUTY FREE LUNCH

12 One duty free lunch section out of the entire lunch period block shall be provided for each Professional Employee, except by
13 mutual agreement between the Professional Employee and administrator.

14 SECTION D: HIGH SCHOOL CLASS PERIODS

15 1. At the high school level, the regular teaching assignment shall be no more than five (5) class periods, one (1) period as
16 assigned by the building principal and one (1) plan period.

17 2. Professional Employees at the high school level on a .6 to .9 FTE contract will be assigned to ninety (90) minutes of
18 supervision or seminar once per week during block schedule.

19 3. Professional Employees assigned to the high school level with less than a 1.0 FTE assignment will have the following
20 teaching assignments:

<u>FTE</u>	<u>Class Load</u>
0.2	1 Class
0.4	2 Classes
0.6	3 Classes
0.8	4 Classes
1.0	5 Classes and a period of supervision

21 4. At the high school level, Professional Employees who voluntarily teach during a supervision period for the year at the request
22 of administration will be compensated at the rate of 0.1 of their base contract. Professional Employees who voluntarily teach
23 during their planning period at the request of administration will be compensated at the rate of 0.2 of their base contract.
24 Semester length teaching assignments will be prorated by fifty (50) percent.

25 SECTION E: MIDDLE SCHOOL ASSIGNMENTS

26 1. Professional Employees assigned to the middle school level with less than a 1.0 FTE assignment will have the following
27 responsibilities:

<u>FTE</u>	<u>Number of Sections</u>	<u>Minutes per day</u>
.17	1	80
.34	2	160
.5	3	230
.67	4	310
.83	5	390

1 **ARTICLE V. GRIEVANCE PROCEDURE**

2
3 **SECTION A: PURPOSE**

4 The purpose of this grievance procedure is to secure, in good faith, equitable solution to the problems which may arise, and which
5 affect the terms and conditions of the Professional Employee's service.

6 **SECTION B: DAYS**

7 The number of days cited in subsequent sections shall begin the day following receipt of the grievance or response to the
8 grievance.

9 **SECTION C: GRIEVANCE STATEMENT**

10 All grievances shall be written and

- 11 1. Be signed by the grievant;
- 12 2. Be specific;
- 13 3. Contain a synopsis of the facts giving rise to the alleged violations
- 14 4. Cite the Article, Section, and page number of the agreement and/or number of the Board of Education's Policies Manual
15 of the alleged violation;
- 16 5. Contain the date of the alleged violation;
- 17 6. Specify the relief requested;
- 18 7. If the grievance as submitted does not satisfy the above specifications, the Board, or its designated representative, may
19 request that the Professional Employee resubmit the grievance. Such a request shall be accompanied by written
20 notification which details the specific areas to be clarified. A Professional Employee will be granted three (3) days after
21 receipt of this written notification to resubmit the grievance.

22 **SECTION D: DUTIES DURING GRIEVANCE PENDENCY**

23 It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all
24 assignments and applicable contract provisions.

25 **SECTION E: GRIEVANCE DISCUSSION**

- 26 1. Nothing in this Article shall preclude a Professional Employee from discussing a grievance with his/her principal or
27 immediate supervisor in an effort to informally resolve a grievance.
- 28 2. Either or both parties involved in a grievance procedure may be accompanied by a representative of their choice at all
29 levels of the grievance procedure.

30 **SECTION F: GRIEVANCE VALIDITY**

31 At any level of the grievance procedure, the Board, or its appointed representative, may challenge whether a claim asserted is
32 grievable under this Article.

33 **SECTION G: GRIEVANCE LEVELS**

34 **LEVEL ONE**

- 35 1. Within ten (10) days of its alleged occurrence, the grievance shall be put in writing in accordance with Section C of this
36 Grievance Procedure and shall be submitted to the appropriate administrative representative.
- 37 2. The administrative representative shall confer with the grievant in an effort the resolve the grievance; and, within ten (10)
38 days after the receipt of the grievance, shall submit a decision in writing to the grievant.

1 LEVEL TWO

2 With the mutual agreement of both parties, a voluntary mediation process (win-win) may be used in an attempt to resolve the
3 grievance following a Level One ruling. The process shall be non-binding and interest based. Co-facilitators will be chosen by
4 the Executive Director of Human Resource Services and the President of the Blue Valley Education Association. The
5 mediation process must occur within ten (10) days of the Level One ruling. During the mediation process, each party may be
6 accompanied by one district employee of his/her choice.

7 LEVEL THREE

- 8 1. In the event the Professional Employee is not satisfied with the disposition of the grievance at Level One, the
- 9 Professional Employee shall, within ten (10) days following receipt of the Level One decision, submit the written
- 10 grievance to the Superintendent of Schools.
- 11 2. The Superintendent shall confer with the grievant in an effort to resolve the grievance; and, within ten (10) days after the
- 12 receipt of the grievance, shall submit a decision in writing to the grievant.

13 LEVEL FOUR

- 14 1. In the event the Professional Employee is not satisfied with the disposition of the grievance at Level Three, the
- 15 Professional Employee shall, within ten (10) days following receipt of the Level Three decision, submit the written
- 16 grievance to the Board of Education. The Board shall arrange for a meeting with the grievant to take place at the next
- 17 regularly scheduled Board meeting or not to exceed three (3) weeks after notification. Within ten (10) days following this
- 18 meeting the Board shall submit its written decision to the grievant.

19 **ARTICLE VI. PROFESSIONAL EMPLOYEE SALARY SCHEDULE**

20 **SECTION A: PLACEMENT ON COLUMN AND MOVEMENT TO A NEW COLUMN**

- 21 1. Each Professional Employee's initial column placement shall be determined by the district at the time of hiring, with
- 22 column placement not to exceed undergraduate degrees and graduate degrees and/or hours earned as of the hiring date.
- 23 2. Horizontal movement to a column higher than the column to which the Professional Employee is placed is contingent
- 24 upon his/her having earned the degree or the additional number of semester hours which that column specifies (or their
- 25 equivalent quarter hours or their equivalent in Professional Development points as defined in this Article), and these will
- 26 not include those hours required for initial licensure. Such additional hours shall also have been earned subsequent to the
- 27 date of the Professional Employee's latest degree, be from accredited institutions and meet one of the following:
- 28 a. be graduate hours related to his/her major or minor teaching field or the field of education or
- 29 b. required for licensure or
- 30 c. coursework offered within a school or college of education or
- 31 d. be approved by the Human Resource Office.

32 Professional Employees advancing from one column to another shall move to the same step, plus one for experience, on
33 the higher column.

- 34 3. By September 1 of the contract year, the Professional Employee will file notice with the Human Resources Office for
- 35 payroll purposes of his/her intent to change columns. In addition, the Professional Employee shall file suitable evidence
- 36 of additional educational credit with Human Resources no later than October 1.

SECTION B: PLACEMENT AND MOVEMENT ON STEP

At the time of employment each Professional Employee shall be placed on the highest numbered step for which he/she is qualified up to the ninth step unless otherwise approved by the Human Resources Office. The Professional Employee shall qualify for one step for each year of teaching experience. Professional Employees with up to five (5) years of previous qualified teaching experience will be placed on step 6 of the salary schedule for the 2020-21 school year.

1. With the exception of the 1999-2000 school year, the Professional Employee shall move to the next higher step for each subsequent year or major fraction thereof of teaching experience under a contract with the District, until the top of that column is reached.
2. The District will include a list of "Limited Teaching Supply Areas" under the Human Resources section of the District website. Any Professional Employee hired in one of these areas may receive a one-time signing stipend not to exceed \$3,000 within their first three consecutive years of employment.
3. When a Professional Employee is on Stage Three of the Employee Evaluation System for a second consecutive year, he/she will not receive a step increase on the salary schedule that year, nor will that step be reinstated at a future date. Professional Employees under the provisions of this plan will not receive any raise created by an increase in the base salary of the salary schedule. A Professional Employee will be considered in Stage Three for a second consecutive year if he/she was in Stage Three for a major fraction of the school year and is still on Stage Three at the end of the school year.

SECTION C: PROFESSIONAL EMPLOYEES' SALARY SCHEDULE

The Professional Employee Salary Schedule will be

BLUE VALLEY SCHOOL DISTRICT SALARY SCHEDULE 2019-20										
	BA/BS	B+12	B+24	M	M+12	M+24	M+36	M+48	M+60	DOC
STEP	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7	COL 8	COL 9	COL 10
6	42,100	43,100	44,000	46,200	47,400	48,700	50,100	51,300	53,400	54,300
7	42,400	43,400	44,300	46,500	47,700	49,000	50,400	51,600	53,700	54,600
8	42,825	43,825	44,725	46,925	48,125	49,425	50,825	52,025	54,125	55,025
9	43,825	44,825	45,725	47,925	49,125	50,425	51,825	53,025	55,125	56,025
10	44,825	45,825	46,725	48,925	50,125	51,425	52,825	54,025	56,125	57,025
11	45,825	46,825	47,725	49,925	51,125	52,425	53,825	55,025	57,125	58,025
12	46,825	47,825	48,925	51,125	52,325	53,625	55,025	56,225	58,325	59,225
13	47,825	48,825	50,125	52,325	53,525	54,825	56,225	57,425	59,525	60,425
14	48,825	49,825	51,325	53,525	54,725	56,025	57,425	58,625	60,725	61,625
15	49,825	50,825	52,525	54,725	55,925	57,225	58,625	59,825	61,925	62,825
16	50,825	51,825	53,725	55,925	57,125	58,425	59,825	61,025	63,125	64,025
17	51,425	52,925	54,925	57,125	58,325	59,625	61,025	62,225	64,325	65,225
18	51,925	53,425	55,425	58,325	59,525	60,825	62,225	63,425	65,525	66,425
19	52,425	53,925	55,925	59,525	60,725	62,025	63,425	64,625	66,725	67,625
20	52,925	54,425	56,425	60,725	61,925	63,225	64,625	65,825	67,925	68,825
21	53,425	54,925	56,925	61,925	63,125	64,425	65,825	67,025	69,125	70,025
22	53,925	55,525	57,425	63,125	64,325	65,625	67,025	68,225	70,325	71,225
23	54,425	56,125	57,925	63,625	65,525	66,825	68,225	69,425	71,525	72,425
24	54,725	56,425	58,225	63,925	66,725	68,025	69,425	70,625	72,725	73,625
25	54,725	56,425	58,225	63,925	67,925	69,225	70,625	71,825	73,925	74,825
26	54,725	56,425	58,225	63,925	69,125	70,425	71,825	73,025	75,125	76,025
27	54,725	56,425	58,225	63,925	70,325	71,625	73,025	74,225	76,325	77,225
28	54,725	56,425	58,225	63,925	71,525	72,825	74,225	75,425	77,525	78,425

1 **SECTION D: PROFESSIONAL DEVELOPMENT POINTS**

- 2 1. Beginning with the 2006-07 school year, Blue Valley Professional Development Points can be used for movement on the
3 salary schedule.
- 4 2. Points for movement can be obtained only through participation in approved Blue Valley District and building-based
5 professional learning activities.
- 6 3. To be used for salary movement, points must be designated as application or impact level points and directly impact
7 student learning. Knowledge points will not count toward salary movement.
- 8 4. Points earned from other districts may be used for re-licensure, but they may not be used for movement on the salary
9 schedule.
- 10 5. A maximum of 120 Professional Development Points per year may be used for the purpose of movement on the salary
11 schedule.
- 12 6. Twenty professional development points will equal one graduate hour for the purpose of salary schedule movement.
- 13 7. Professional Development Points earned at the application and impact level may accumulate. They are valid for salary
14 advancement for five (5) school years from the completion date of the knowledge (for example: a course approved in
15 2014 must be used no later than the 2019-2020 school year). All points used to move to a post-degree column must be
16 earned subsequent to the Professional Employee's latest degree.
- 17 8. Application and impact level requests must be approved and completed no later than 300 days after the completion of the
18 original knowledge activity on which the application request is based.
- 19 9. An earned degree is required for movement into degree columns on the salary schedule.
- 20 10. When moving on the salary schedule using Professional Development Points, a maximum of one column movement is
21 allowable in any one year. When moving on the salary schedule with college hours only, there is no limit to the number of
22 columns the Professional Employee may move.
- 23 11. To be considered for salary schedule movement, the Professional Employee must:
- 24 a. Submit activities to the Professional Development Council in a manner prescribed by the District by May 1 of
25 each school year.
- 26 b. After receiving feedback from the activities submitted by May 1, complete all remaining professional learning
27 activities in a manner prescribed by the District by the final contract day of each school year.
- 28 12. Professional Development Points may not be submitted for movement on the salary schedule if the Professional
29 Employee received compensation for the base knowledge level activity outside of the contract day.

30 **SECTION E: METHOD OF PAYMENT**

- 31 1. Each returning Professional Employee shall be paid in twenty-four (24) equal installments on the fifteenth and on the
32 final day of each month. Professional Employees shall receive their payments via direct deposit or pay card.
- 33 2. Professional Employees new to the district will be paid in twenty-five (25) installments beginning on August 31 of the
34 contract year or the last workday prior to August 31. The only benefit deduction to be made from the first installment will
35 be deductions elected by the Professional Employee under the District's 403(b) plan. Deductions for all other benefits
36 will begin on the September 15 pay installment.
- 37 3. When a pay date falls on or during a school holiday, vacation, or weekend, Professional Employees shall receive their
38 payments on the last workday prior to the beginning of the holiday, with the exception of Winter Break. The District will
39 deliver payments for the second payroll in December as expeditiously as possible, but not later than December 30.
- 40 4. Any Professional Employee, upon written notification to the Board prior to April 1 of the contract year, shall receive a
41 lump sum payment in June of his/her remaining salary for the current year.
- 42 5. Compensation for summer activities other than for summer school shall be scheduled annually to accommodate the
43 summer school calendar.

1 **SECTION F: EXTRA ASSIGNMENT AND EXTENDED CONTRACT RATE**

2 The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. Any
 3 Professional Employee who has agreed to accept a contract that exceeds the regular Professional Employee work year, or accepts
 4 a contract to teach an extra class during his/her planning period, will be additionally compensated as follows: The extended work
 5 year shall be compensated at a per diem rate of the Professional Employee’s regular salary as determined by the individual
 6 contract. Extended hours, under contract, shall be compensated at prorated portion of the per diem rate.

7 **SECTION G: PROFESSIONAL EMPLOYEE SUPPLEMENTAL SALARY SCHEDULE**

BLUE VALLEY SUPPLEMENTAL SALARY SCHEDULE 2019-20

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
2	6401	5121	4801	4481	4161	3840	3520	3200	2880	2560	2240	1920	1600	1280	960	640
3	6706	5364	5029	4694	4359	4023	3688	3353	3018	2682	2347	2012	1676	1341	1006	671
4	7010	5608	5258	4907	4557	4206	3856	3505	3155	2804	2454	2103	1753	1402	1052	701
5	7315	5852	5486	5121	4755	4389	4023	3658	3292	2926	2560	2195	1829	1463	1097	732
6	7620	6096	5715	5334	4953	4572	4191	3810	3429	3048	2667	2286	1905	1524	1143	762
7	7925	6340	5944	5547	5151	4755	4359	3962	3566	3170	2774	2377	1981	1585	1189	792
8	8230	6584	6172	5761	5349	4938	4526	4115	3703	3292	2880	2469	2057	1646	1234	823
9	8534	6828	6401	5974	5547	5121	4694	4267	3840	3414	2987	2560	2134	1707	1280	853
10	8839	7071	6629	6187	5745	5304	4862	4420	3978	3536	3094	2652	2210	1768	1326	884
11	9104	7283	6828	6373	5917	5463	5008	4553	4097	3642	3187	2732	2276	1821	1366	911

- 8
- 9 1. Assignments listed as supplemental assignments in the categories of Section F of this Article are extracurricular
 10 assignments outside of the Professional Employee workday. Such assignments shall be voluntary, and no Professional
 11 Employee shall be required to accept any such assignment. Refusal to accept an extracurricular assignment shall not be a
 12 valid basis for a negative teacher evaluation.
 13
- 14 2. Professional Employees shall be covered by the same district liability insurance during supplemental duties as they are
 15 during their professional assignments.
- 16 3. At the time of employment each Professional Employee shall be placed on the highest numbered step of the Professional
 17 Employees' Supplemental Salary Schedule (Section F, of this Article) for which he/she qualifies. The Professional
 18 Employee shall qualify for one step in any specific category for each year of experience he/she has had in a specific
 19 supplemental assignment in that category. The aforementioned experience may have been in the District or in another
 20 district. Experience in an assistant role is not considered experience as a head coach or sponsor. The Professional
 21 Employee shall move to the next higher step for each subsequent year or major fraction thereof of experience in a specific
 22 supplemental assignment under a contract with the District.
- 23 4. The method of payment of supplemental salaries shall be the same as the method of payment of the salary of the
 24 Professional Employee.
- 25 5. The Professional Employee’s supplemental salary contracts shall be issued following the Board of Education ratification
 26 of the Negotiated Agreement.
- 27 6. The Board may create new positions or delete positions as necessary. New positions created in any year will be added by
 28 the Board to the appropriate category and pay will be calculated as described for that category.

BLUE VALLEY SUPPLEMENTAL SALARY SCHEDULE 2019-20

<p>COLUMN 1 <i>HIGH SCHOOL</i> Trainer</p>	<p>COLUMN 8 <i>HIGH SCHOOL</i> Head Girls Bowling Head Boys Golf Coach Head Girls Golf Coach Director of Musical Director of Play Newspaper Advisor North Central Eval/School Imp Coord Secondary Band Director Yearbook Sponsor Assistant Baseball Coach Assistant Boys Basketball Coach Assistant Girls Basketball Coach Assistant Gymnastics Coach Assistant Boys Soccer Coach Assistant Girls Soccer Coach Assistant Softball Coach Assistant Swimming Coach Assistant Track Coach Assistant Volleyball Coach Assistant Wrestling Coach</p> <p><i>MIDDLE SCHOOL</i> Head Boys Basketball Coach Head Girls Basketball Coach Head Football Coach Head Boys Track Coach Head Girls Track Coach Head Volleyball Coach</p>	<p>COLUMN 11 <i>HIGH SCHOOL</i> Jazz Band Director Orchestra Director Pep Band Director Assistant Cross Country Coach Assistant Boys Golf Coach Assistant Girls Golf Coach Assistant Director of Musical Assistant Director of Plays Assistant Boys Tennis Coach Assistant Girls Tennis Coach</p> <p><i>MIDDLE SCHOOL</i> Cheerleading Sponsor Drill/Dance Team Sponsor Jazz Band Director Assistant Boys Basketball Coach Assistant Girls Basketball Coach Assistant Football Coach Assistant Director of Musical Assistant Director of Play Assistant Track Coach Assistant Volleyball Coach</p>	<p>COLUMN 15 <i>HIGH SCHOOL</i> Academic Decathlon Sponsor Freshman Class Sponsor Junior Class Sponsor Literary Magazine Sponsor School Based Enterprise Store Director Sophomore Class Sponsor</p> <p><i>MIDDLE SCHOOL</i> Audio-Visual Coordinator Student-Council Sponsor</p> <p><i>ELEMENTARY SCHOOL</i> Instrumental Musical Director (level 2, 4 or more performances outside the contract day) Vocal Musical Director (level 2, 4 or more performances outside the contract day)</p> <p><i>DISTRICT</i> PDC Chairs Femineer Cohort Sponsor</p>
<p>COLUMN 2 <i>HIGH SCHOOL</i> Head Boys Basketball Coach Head Girls Basketball Coach Head Football Coach Head Cheer Sponsor Head Dance/Drill Team Sponsor</p>	<p>COLUMN 9 <i>HIGH SCHOOL</i> Student Council Sponsor</p> <p><i>MIDDLE SCHOOL</i> Director of Musical Director of Play</p>	<p>COLUMN 12 <i>HIGH SCHOOL</i> Head DECA Sponsor Head FBLA Sponsor Head FCCLA Sponsor Head HOSA Sponsor Head TSA Sponsor Flag Corp Sponsor Kayettes Sponsor Assistant Director Marching Band Assistant Director Secondary Band Assistant Student Council Sponsor</p>	<p>COLUMN 16 <i>HIGH SCHOOL</i> Categories Sponsor Diversity Council Sponsor Future Educators National Art Honor Society Sponsor Prom Coordinator Rebel Sponsor Tri Mint Music Honor Society Sponsor</p> <p><i>MIDDLE SCHOOL</i> Diversity Sponsor Rebel Sponsor</p> <p><i>ELEMENTARY SCHOOL</i> Instrumental Musical Director (level 1, 2-3 performances outside the contract day) Vocal Musical Director (level 1, 2-3 performances outside the contract day)</p> <p><i>DISTRICT</i> Professional Development Council</p>
<p>COLUMN 3 <i>HIGH SCHOOL</i> Head Baseball Coach Head Boys Soccer Coach Head Girls Soccer Coach Head Softball Coach Head Boys Swimming Coach Head Girls Swimming Coach Head Boys Track Coach Head Girls Track Coach Head Volleyball Coach Head Wrestling Coach</p>	<p>COLUMN 10 <i>HIGH SCHOOL</i> Broadcast Technology Sponsor First Robotics Team Sponsor</p> <p><i>MIDDLE SCHOOL</i> Yearbook Sponsor</p>	<p>COLUMN 13 <i>MIDDLE SCHOOL</i> Head Cross Country Coach</p>	
<p>COLUMN 4 <i>HIGH SCHOOL</i> Head Cross Country Coach Head Gymnastics Coach Head Boys Tennis Coach Head Girls Tennis Coach</p>		<p>COLUMN 14 <i>HIGH SCHOOL</i> National Honor Society Sponsor Repeitory Theater Senior Class Sponsor Assistant Debate Sponsor Assistant First Robotics Coach Assistant Forensics Sponsor Assistant DECA Assistant FBLA or BPA Sponsor Assistant FCCLA Assistant HOSA Assistant TSA</p> <p><i>MIDDLE SCHOOL</i> Instrumental Music Director Newspaper Sponsor Vocal Music Director Web Master Assistant Cross Country Coach</p>	
<p>COLUMN 5 <i>HIGH SCHOOL</i> Assistant Cheerleading Sponsor Assistant Drill/Dance Team Sponsor</p>			
<p>COLUMN 6 <i>HIGH SCHOOL</i> Auditorium Supervisor</p>			
<p>COLUMN 7 <i>HIGH SCHOOL</i> Head Debate Coach Head Forensics Coach Marching Band Director Secondary Vocal Director Stadium Manager Assistant Football Coach</p>			

1 **SECTION H: SUMMER SCHOOL PAY**

2 Teaching assignments within summer school shall be compensated at the rate of \$24.00 per hour.

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4 **SECTION I: EXTRA-DUTY PAY**

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- 6 1. Those extra duty assignments not covered under the supplemental salary schedule shall be compensated at the rate of \$15 per hour in non-curricular activities and \$20 per hour for consultant work in curriculum and professionally related areas. Consultant work in curriculum and professionally related areas shall be compensated at the rate of \$22 per hour if the work is performed after the final day of the teacher year and prior to the beginning of the subsequent school year.
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 - 10 2. When a Professional Employee is asked by a building administrator to assume the professional responsibilities of another Professional Employee due to the unavailability of a substitute, the Professional Employee who is asked to do so shall receive compensation at the rate of \$16 per hour. If a Professional Employee performs these duties for thirty (30) or fewer minutes, he/she shall be paid \$8. If a Professional Employee performs these duties for 31-60 minutes, he/she shall receive \$16. If the Professional Employee performs these duties for 61-90 minutes, he/she shall receive \$24. In no case shall the total daily amount exceed \$80. If more than one Professional Employee has been asked to share the teaching responsibilities of another Professional Employee, the amount paid shall be divided equally among the Professional Employees assuming the responsibilities. This provision shall not apply to teachers asked to substitute during supervision periods.
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19 **SECTION J: REIMBURSEMENT FOR TRAVEL**

- 20 1. Professional Employees required to travel from one building to another, during the school day, to complete the teaching requirements of the base contract shall be compensated for travel at the mileage reimbursement rate established by the State of Kansas.
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- 23 2. Professional Employees shall submit mileage documentation for reimbursement in a manner and at a time as established by the Superintendent or designee.
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25 **SECTION K: CAREER ENHANCEMENT**

26 Effective July 1, 2015 no additional Professional Employees will be eligible to apply for the Career Enhancement option.
27 Professional Employees who participated in the Career Enhancement program in 2014-15 will be allowed to continue to participate throughout their tenure in Blue Valley.

- 28 1. Professional Employees who were on the MS+60 column or doctoral column and do not receive a step down on the salary schedule may, on or before September 1 of each year, elect to perform an additional district-approved service for the current contract year. It is understood that the Professional Employee may continue to perform a district-approved service they performed satisfactorily the previous year and still qualify for these provisions. It is not necessary to add an additional service each year. The Professional Employee may elect to change the district-approved service to be performed for any given year.
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- 36 2. The career enhancement salary schedule extension shall be:

STEP	Step Value
29	\$300
30	\$600
31	\$900
32	\$1200
33	\$1500
34	\$1800

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- 1 3. Professional Employees may move to the next highest step for each subsequent year or major fraction thereof of teaching
 2 experience under contract to the district if participation in the Career Enhancement program is continuous. At any time that a
 3 Professional Employee chooses not to comply with the provisions in paragraph two of this section, he/she will be paid at the
 4 step and column for which he/she is qualified.

5 **SECTION L: NATIONAL BOARD CERTIFICATION**

- 6 1. Professional Employees receiving National Board Certification will be paid a yearly stipend of \$2500 pro-rated based on
 7 FTE. If the National Board Certification is granted prior to December 31, the employee will begin receiving the stipend
 8 during the school year during which the certification was awarded. Awards made on January 1 or after would qualify the
 9 Professional Employee for the stipend beginning in the next school year.
- 10 2. The stipend will be continued for the duration of the certification, so long as the Professional Employee is in a position
 11 covered by this Negotiated Agreement and included in the certification.
- 12 3. In no case shall the total compensation be greater than \$25,000.
- 13 4. Re-certification shall result in a renewal of the stipend and the \$25,000 limit.
- 14 5. Any compensation provided to the District to compensate the Professional Employee for National Board certification
 15 shall be provided by the District to the Professional Employee in addition to the \$2500 per year. In no case shall the
 16 District's obligation to compensate the Professional Employee under this section exceed the \$2500 amount.

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 18 **SECTION M: VIRTUAL EDUCATION COMPENSATION**

- 19 1. During the school year, a Professional Employee assigned a virtual education class during the duty day shall be
 20 compensated at the rate of pay designated for any other assignment performed during the duty day.
- 21 2. A Professional Employee assuming a virtual education teaching assignment outside of the duty day shall be paid
 22 according to the following schedule. The determination of the number of students shall be made on the eighth day of the
 23 offered class and shall not be affected by student drops.

Number of Students	Compensation
1-10	\$180 per student
11	\$1,980
12	\$2,160
13	\$2,340
14	\$2,520
15	\$2,700
16	\$2,880
17	\$3,060
18	\$3,240
19	\$3,420
20	\$3,600
21	\$3,780
22	\$3,960
23	\$4,140
24	\$4,320
Additional Students	\$180 per student

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3. Professional Employees assuming a teaching assignment for a virtual education class during summer school will be paid according to the following schedule:

Number of Students	Compensation
1-10	\$126 per student
11	\$1,386
12	\$1,512
13	\$1,638
14	\$1,764
15	\$1,890
16	\$2,016
17	\$2,142
18	\$2,268
19	\$2,394
20	\$2,520
21	\$2,646
22	\$2,772
23	\$2,898
24	\$3,024
Additional Students	\$126 per student

ARTICLE VII. FRINGE BENEFITS

Effective January 1, 2016, the Board will offer each Professional Employee working 0.6 full-time equivalency (FTE) or greater a Section 125 Salary Reduction Optional Benefit Plan. Qualifying Professional Employees may enter into a salary reduction agreement with the District once per year based upon desired benefit options. The Board will pay the cost of a single membership in the Board-approved health plan for qualifying Professional Employees or apply an equal amount toward a family membership in the medical plan for those qualifying Professional Employees in accordance with the negotiated terms. In the event the Professional Employee participates in a Job Share, the Job Share guidelines found in the Procedural Guidelines of the contract will govern the distribution of health benefits available to qualifying Professional Employees. In addition, a qualifying Professional Employee may elect from the following Board-approved plan options for his/her salary reduction: term life insurance (\$50,000 maximum), health insurance in addition to the Board-paid health benefit, and any additional options which may be offered. The Board will also pay the cost of a single membership in a Board-approved short-term disability plan for qualifying Professional Employees.

ARTICLE VIII. MANAGEMENT RIGHTS

SECTION A: RESERVATION OF RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and invested in by the laws and the Constitution of the State of Kansas, and of the United States except as limited by this Agreement.

SECTION B: ENUMERATION OF RIGHTS

The aforementioned rights of the Board shall include, but without limiting the generality of the foregoing, the right (1) to the executive management and administrative control of the school system and its properties and facilities; (2) to hire all Professional Employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such Professional Employees, except as limited by this Agreement; (3) to establish grading systems and levels, courses of study (including special programs) and to provide for athletic, recreational, and social events for students--all as deemed necessary or advisable by the Board; (4) to decide upon the means and methods of instruction and duties, responsibilities, and assignments of Professional Employees except as limited by this Agreement.

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2 **SECTION C: EXERCISE OF RIGHTS**

3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules,
4 regulations, and practices and furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited
5 only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof
6 are in conformance with the Constitution and laws of the State of Kansas and the Constitution and laws of the United States.

7 **ARTICLE IX. ASSOCIATION RIGHTS**

8 **SECTION A: USE OF BULLETIN BOARDS, MAIL, EMAIL, AND FACILITITES**

- 9 1. The Association shall have the right to post notices of activities and matters of Association concerns on the designated
10 bulletin boards at each attendance center.
- 11 2. The Association shall have the use of the District mail service and Professional Employee mailboxes for communication
12 to the Professional Employees so long as it does not interfere with normal function of the mail service or school business.
- 13 3. The Association may use school facilities and equipment including when such equipment is not otherwise in use and in
14 accordance with District guidelines. The Association shall pay all cost incidental to such use.
- 15 4. The Association may request time during the first orientation week to meet with Professional Employees.

16 **SECTION B: PAYROLL DEDUCTIONS**

17 Within thirty (30) days after the yearly receipt of written authorization from the Professional Employee, the Board shall deduct
18 from the salary of the Professional Employee and make appropriate remittance for:

- 19 1. Deduction of Association membership dues shall be continued from contract year to contract year unless there is written
20 notification from the Association or the Professional Employee. The District Office shall be notified by September 6 of
21 any changes in said deductions and shall be given written authorization from the new Professional Employees.
22 Membership dues shall be deducted in 24 equal payments beginning with the first pay period in September.
- 23 2. Annuities.
- 24 3. Credit Union.
- 25 4. Any other plans jointly approved by the Association and the Board.

26 **SECTION C: BLUE VALLEY EDUCATION ASSOCIATION**

- 27 1. Association President
- 28 a. The Association President will be assigned to duties for the District and the Association. The District duties will be
29 mutually agreed upon and revised as necessary.
- 30 b. The Association President will be paid the base rate of pay he/she would have received in his/her District role immediately
31 prior to assuming the office of Association President.
- 32 c. The Association will reimburse the District for half of the Association President's base rate of pay. The District will pay
33 the remaining half of the Association President's base rate of pay.
- 34 d. During his/her term of office, the Association President will accrue increment and seniority within the District. The
35 District will pay a single health insurance premium and all other District benefits, including KPERS, for the Association
36 President during the President's term of office.
- 37 e. Written notification of the intent to utilize this provision of the Negotiated Agreement for the next school year must be
38 made on or before April 15.
- 39 f. Upon completion of the term of office as the Association President, the Association President will return to his/her former
40 position in the District unless there is mutual agreement for assignment to an alternate position in the District or if the
41 Association President retires or resigns.
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1 2. Officers

2 a. Release time for Association Officers may be taken in whole day increments not to exceed one day per month per officer.
3 These days should be scheduled at the beginning of each school term and should be scheduled on days mutually agreeable to
4 the Association President and the Executive Director of Human Resources. The District shall be responsible for substitute
5 expenses under this provision.

6 **ARTICLE X. COMPLAINTS REGARDING PROFESSIONAL EMPLOYEES**

7 **SECTION A**

- 8 1. Persons with complaints regarding Professional Employees will be encouraged to meet directly with the Professional
9 Employee to discuss the area(s) of concern.
- 10 2. If a complaint from any source is used in an appraisal or disciplinary situation, the complaint shall be brought to the
11 Professional Employee's attention within 10 days of its receipt and the source of the complaint shall be identified. The
12 Professional Employee shall be allowed to review evidence relied upon by administration in making disciplinary decisions.
13 Information will not be disclosed in violation of student privacy rights.
- 14 3. Complaints more than one (1) calendar year old and not previously brought to the Professional Employee's attention shall
15 not be used in appraisal or disciplinary situations.
- 16 4. The Professional Employee shall receive a copy of any record of the complaint if, and at the time, it is placed in the
17 Professional Employee's personnel file. The Professional Employee shall have an opportunity to answer the complaint and a
18 copy of the response shall be included in the Professional Employee's District personnel file.
- 19 5. No anonymous communication shall be placed in a Professional Employee's District personnel file.

20 **SECTION B**

21 A Professional Employee shall have the right to have present a representative of his/her choice on any occasion during which
22 he/she may be disciplined or reprimanded.

23 **ARTICLE XI. PROFESSIONAL EMPLOYEE PERSONAL RECORDS**

24 **SECTION A: INSPECTION**

25 All material obtained during the period of employment which is placed in the Professional Employee's permanent personnel file
26 shall be available for inspection by the Professional Employee. Confidential references or evaluations obtained prior to
27 employment shall be exempted from this inspection. If requested by the Professional Employee, a list of all such references or
28 evaluations contained within the file will be provided. The Professional Employee may inspect his/her personnel files during
29 regular business hours following reasonable advance notification of the building principal and superintendent's designee. The
30 Professional Employee shall, upon request, be provided copies of any materials within his/her personnel files, except confidential
31 references or evaluations obtained prior to employment.
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33 **SECTION B: NOTIFICATION AND RESPONSE**

34 The Professional Employee shall be notified of any evaluative documents added to his/her personnel file subsequent to
35 employment other than appraisal documents from the appraisal system adopted by the District. The Professional Employee shall
36 have the right to initial any evaluative documents added and respond to the material filed. His/her response shall be affixed to the
37 material and placed in his/her file.

38 **SECTION C: LOCATION OF FILES**

39 Information used in appraisal, evaluation, termination of contract or transfer shall be limited to the personnel files maintained by
40 the principal and the District Human Resources Office.

41 **SECTION D: ADDITIONAL MATERIAL**

42 A Professional Employee may have any evidence of competence, professionalism, or outstanding performance or service he/she
43 chooses placed in his/her personnel files in the building and at the District Office.

1 **ARTICLE XII. EVALUATING PROFESSIONAL PERFORMANCE**

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3 The process by which the performance of a Professional Employee is evaluated shall be in compliance with the Board approved
4 evaluation guidelines and specifications.
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7 **ARTICLE XIII. PARENT/STUDENT SURVEYS**

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9 Professional Employees on evaluation prior to March 1 shall develop and administer a survey of their primary constituency group
10 (students and parents). Each Professional Employee on evaluation prior to March 1 shall have a copy of the survey(s) on file with
11 his or her supervisor. All survey results are the property of the individual Professional Employee and will remain confidential.
12 Survey results may be placed in the Professional Employee's personnel file only at the request of the Professional Employee.
13 These surveys must be completed by May 1.
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15 **ARTICLE XIV. EMPLOYEE STATUS**

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17 **SECTION A: ADMINISTRATIVE LEAVE WITHOUT PAY**

- 18 1. The Superintendent may place a Professional Employee on Leave Without Pay for up to five (5) contract days for good
19 cause.
20 2. A Professional Employee will not receive payment for wages while on Leave Without Pay.
21 3. A Professional Employee may not return to work following Leave Without Pay until the Superintendent and or designee
22 authorizes such return.

23 **SECTION B: TERMINATION/NON-RENEWAL/RESIGNATION**

- 24 1. A non-probationary Professional Employee may be non-renewed for good cause. In such event, the non-probationary
25 Professional Employee is entitled to due process as outlined in this Article.
26 2. A probationary Professional Employee may be non-renewed with or without good cause.
27 3. Any Professional Employee may be terminated for good cause. In such event, the Professional Employee is entitled to due
28 process as outlined in this Article.
29 4. Whenever a non-probationary Professional Employee is given written notice of non-renewal or any Professional
30 Employee is given a written notice of termination of employment, the written notice shall include: 1) a statement of the
31 reasons for non-renewal/termination and 2) a statement that the Professional Employee may have the decision reviewed
32 by an arbitrator upon written request submitted to the Superintendent within fifteen (15) calendar days from the date of
33 such notice of non-renewal/termination. A Professional Employee who elects to file for arbitration under this provision is
34 hereinafter referred to as "Grievant."
35 5. The parties shall make a joint request for arbitration to the American Arbitration Association (AAA) within ten (10) days
36 after notification to the Superintendent.
37 a. Within ten (10) business days of filing of the notice of desire to arbitrate the matter, an arbitrator shall be mutually
38 selected from a list submitted by the AAA.
39 b. The arbitrator shall commence within 45 calendar days after the arbitrator is selected unless the arbitrator grants an
40 extension of time.
41 6. The parties shall be afforded procedural due process, including the following:
42 a. the right of each party to have counsel of such party's own choice present and to receive the advice of such counsel or
43 other person whom such party may select;
44 b. the right of each party or such party's counsel to cross-examine any person who provides information for the
45 consideration of the arbitrator, except those persons whose testimony is presented by affidavit;
46 c. the right of each party to present such party's own witnesses in person or their testimony by affidavit, except that
47 testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from Johnson
48 County, or is absent from the state, or is unable to appear because of age, illness, infirmity or imprisonment. When
49 testimony is presented by affidavit the same shall be provided to the Superintendent, or the agent of the Board, and upon

1 the Grievant in person or by first-class mail to the address of the Grievant which is on file with the District not less than
2 ten (10) calendar days prior to presentation to the arbitrator;

3 d. the right of the Grievant to testify on his/her own behalf and give reasons for the Grievant's conduct, and the right of
4 the District to present its testimony through such persons as the District may call to testify in its behalf and to give reasons
5 for its actions, rulings or policies;

6 e. the right of the parties to have an orderly hearing; and

7 f. the right of the Grievant to a fair and impartial decision based on substantial evidence.

8 7. Hearings under this section shall not be bound by rules of evidence whether statutory, common law or adopted by the
9 rules of court, except that the burden of proof shall initially rest upon the District.

10 8. Each party shall be responsible for the payment of its own attorneys' fees. The costs for the services of the arbitrator shall
11 be paid by the District. Any other costs of a hearing which are not specifically allocated in this section shall be paid by
12 the party incurring the expense.

13 9. Unless otherwise agreed to by both parties, the arbitrator shall render a written opinion not later than 15 days after the
14 close of the hearing (or if a hearing is waived, after the last date to submit the documentation), setting forth the arbitrator's
15 findings of fact, reasoning and determination of the issues. The arbitrator shall give no opinion with respect to any matter
16 left by the bargained agreement or by law to the District or the Association. The decision of the hearing officer shall be
17 submitted to both parties. The decision of the hearing officer shall be final, subject to appeal to the district court by either
18 party.

19 10. A Professional Employee may resign from a contract upon completion of the contract by submitting a letter of resignation
20 to the Board that includes an effective date.

21 SECTION C: FURLOUGH

22 1. The Board of Education reserves the right to place a Professional Employee on furlough as the result of decreasing
23 enrollment, limited financial resources, changes in educational programs, or other circumstances.

24 2. It is the intent of this District to use normal attrition of staff (in the form of resignations, retirement, or leaves of absence)
25 as the first means of achieving a reduction in professional staff. However, in certain cases, normal attrition may not be
26 sufficient to achieve the necessary reduction of professional staff. In the event that further reduction of professional staff
27 is necessary, it shall be accomplished as provided in this section.

28 3. Procedure

29 a. For purposes of considering reduction of professional staff, all Professional Employees of the District will be
30 assigned to either the elementary level (kindergarten through fifth grade), middle level (sixth grade through
31 eighth), or the high school level (ninth grade through the twelfth). Professional Employees will be further
32 assigned to a grade-level or subject area. If a Professional Employee occupies a level, subject area, or grade level
33 because he/she was asked to do so by an administrator during the prior year, that Professional Employee will be
34 re-classified to his/her prior level or subject area at his/her request.

35 b. After determining which level or levels require a reduction of professional staff, the Professional Employees will
36 be ranked by district seniority within each grade level or subject area classification. Any year the Professional
37 Employee was classified as needing intensive assistance for evaluation purposes will not count toward district
38 seniority. Reduction in staff will begin with the least senior Professional Employee in the rankings.

39 4. Recall Procedure

40 a. A Professional Employee who has been placed on furlough as the result of a reduction in professional staff shall
41 be offered re-employment with the District according to rank as determined by the furlough formula. Highest
42 ranking Professional Employees shall be recalled first. No person new to the District shall be employed to fill a
43 vacancy if there is a Professional Employee on furlough who is classified in that level and subject.

44 b. A Professional Employee's seniority with the District and placement on the salary schedule shall not be
45 adversely affected by an involuntary leave of absence. However, such Professional Employee shall not receive
46 seniority credit or credit on the salary schedule for the period of time the employee is on involuntary leave of
47 absence. If a Professional Employee on furlough is re-employed by the District, such Professional Employee
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1 shall be entitled to placement in the salary schedule according to his or her experience and training. Upon re-
2 employment, a Professional Employee shall be entitled to all accumulated leave and other benefits accrued
3 during his/her period of employment with the District prior to furlough.

- 4 c. A Professional Employee will be notified of recall by certified mail at the Professional Employee's permanent
5 address on file with the District. A Professional Employee must report as directed within fourteen (14) days after
6 receipt of the recall notice. It shall be the responsibility of the Professional Employee to ensure that the District
7 has a record of his or her current address and telephone number.
- 8 d. If a Professional Employee rejects re-employment or fails to report as directed within fourteen (14) days after
9 receiving a recall notice, such action or failure to act by the Professional Employee shall be construed as a
10 resignation.

11 5. Miscellaneous

- 12 a. No action may be taken under this policy if it will result in a violation of federal, state, or local laws or
13 regulations.
- 14 b. No Professional Employee on furlough will be entitled to receive compensation from the District, except for the
15 performance of specific employment duties.
- 16 c. Nothing in this policy shall require the promotion of a Professional Employee to a position of higher rank,
17 authority, or compensation, even though the Professional Employee who is to be placed on involuntary leave of
18 absence is qualified and certified for the promotional position.

19 **ARTICLE XV. PROFESSIONAL YEAR**

20 **SECTION A: CONTRACT YEAR**

- 21 1. The standard Professional Employee contract shall require the Professional Employee to be on duty for a period of time
22 at least equal to the amount of student contact mandated by Kansas Statute and approved by the Board.
- 23 2. Current Professional Employees shall be employed by the Board for a contract day of 186 days, at least six and one-half
24 (6 ½) of which shall be professional learning days.
- 25 3. Professional Employees new to the District shall be employed for 191 days, eleven and one-half (11 ½) of which shall be
26 professional learning days.

27 **SECTION B: GRADE PREPARATION TIME AND RECORD KEEPING**

28 One-half (1/2) day grade preparation and record keeping shall be provided at the end of each grading period. These half days shall
29 not be considered part of the student contact days mandated by the State.

30 **SECTION C: PROFESSIONAL AND CURRICULAR ACTIVITIES**

- 31 1. Up to five (5) additional days prior to the beginning of the school year may be scheduled for Professional Employees new
32 to the District. During these five (5) days the Association will be given at least one hour to meet with the Professional
33 Employees collectively.
- 34 2. Elementary shall have at least five and one-half (5 ½) days as follows:
 - 35 a. 2 days for building designed activities.
 - 36 b. ½ day of district staff development.
 - 37 c. 1 day for district-wide assessment/scoring.
 - 38 d. 1 ½ days of teacher designed activities.
 - 39 e. ½ day for district curriculum activities.

- 1 3. Middle School shall have at least five and one-half (5 ½) days as follows:
 - 2 a. 2 days for building designed activities.
 - 3 b. ½ day of district staff development.
 - 4 c. 1 day for district-wide assessment/scoring.
 - 5 d. 1 ½ days of teacher designed activities.
 - 6 e. ½ day for district curriculum activities.
- 7 4. High School shall have at least five and one-half (5 ½) days as follows:
 - 8 a. 1 day for building designed activities.
 - 9 b. 1 day of student late arrivals for building designed activities.
 - 10 c. 1 ½ days of teacher designed activities.
 - 11 d. ½ day of district staff development.
 - 12 e. 1 day for district-wide assessment/scoring.
 - 13 f. ½ day for district curriculum activities.

14 **SECTION D: PROFESSIONAL LEARNING PROGRAM**

- 15 1. The process by which the professional learning activities will be provided for the certified staff of the District will be in
16 compliance with the guidelines and specification stated in the District Professional Learning Plan Handbook, and the
17 guidelines of the Kansas State Department of Education. This Plan handbook was filed with the KSDE pursuant to State
18 Board of Education Rules and Regulations.

19 **SECTION E: CONFERENCE DAYS**

- 20 1. Contract days assigned for the purpose of conference days are considered traditional and customary professional
21 responsibilities of the education program of the District.

22 **ARTICLE XVI. INTRA-DISTRICT REASSIGNMENT AND TRANSFER**

23 **SECTION A: TEACHER-INITIATED TRANSFERS**

- 24 1. Posting of Vacancies
 - 25 a. All vacant Professional Employee positions and all vacant supplementary pay positions shall be posted on the
26 District website. A dated notice of vacancies shall be posted regularly on the District web site for at least three
27 (3) weekdays prior to the vacancy's being filled.
- 28 2. Application for Transfer
 - 29 a. A Professional Employee who desires to apply for a vacancy shall file an application on-line with Human
30 Resources. Three (3) weekdays shall be granted to apply for listed positions. A transfer application must be
31 made in a manner designated by the District.
 - 32 b. Professional Employees may cancel requests for transfer by sending notification, in writing, to Human
33 Resources. After action is taken on a transfer request, a Professional Employee may not withdraw the request.
- 34 3. Transfer Action
 - 35 a. The Professional Employee shall be given consideration for vacancies as they occur and before new teachers are
36 employed to fill the vacant positions. Professional Employees who were notified of an intra-building
37 reassignment after the last contract day shall be entitled to up to three interviews as part of the consideration of a
38 transfer request.
 - 39 b. If more than one Professional Employee has applied for the same vacant position, the transfer decision shall be
40 based on the Professional Employee's qualifications and the overall staffing needs of the District.

- c. The receiving building principal will make a recommendation to the Superintendent or designee regarding approval or denial of the transfer request. Final approval or denial of transfer requests shall be made by the superintendent or designee. Disposition of transfer requests shall be based on qualifications, including licensure and experience in the grade level or subject area, and the receiving principal's determination of the staffing needs of the building. The ability of the District to approve transfers in June, July and August is limited due to staffing needs and timelines.
- d. The District shall retain the right to deny Professional Employee transfer requests when the request(s) would result in the transfer of fifty percent (50%) or more of the existing Professional Employees from a grade level, subject area or building in any one year. This provision does not apply to transfers covered in paragraph f of this section.
- e. When a vacancy is filled, each applicant who expressed interest through the online application system will be notified that the position has been filled.
- f. When a reduction in the number of Professional Employee positions in an existing attendance center occurs as a result of the opening of a new attendance center, the option of transferring to the new facility or remaining in the existing facility shall be offered to the Professional Employees in the existing facility.
 1. The Professional Employees in the existing facility shall be categorized within their current grade level or subject area assignment and then ranked within the grade level or subject area based upon their consecutive years of service within the affected facility as defined by the appropriate implementation procedures. Based on that ranking, the most senior Professional Employee shall be allowed to state preferences for assignment first to fill the same grade level or subject area in the new facility. In descending order of seniority in the grade level or subject area at the existing facility, the remaining Professional Employees shall be allowed to state preferences until fifty percent (50%) of the vacancies in each grade level and/or subject area are filled in the new facility.
 2. In the event the number of positions in two or more existing facilities is affected by the opening of a new facility, all of the affected facilities will be treated as a single unit for seniority ranking. However, the District may limit the number of transfer requests from Professional Employees in a grade level or subject area classification from an affected facility in one year if the transfer requests exceed 50% of the existing staff with the classification.
 3. If the number of Professional Employees in the grade level or subject area expressing a preference to go to the new facility fails to reduce the number of Professional Employees to the anticipated number of positions, the regular teacher-initiated transfer and administrative-initiated procedures will be utilized.
 4. The High School, Elementary, and Middle School Staffing Procedures shall be utilized in this section. These procedures may be modified when mutually agreeable to both parties.
- g. When a reduction in the number of Professional Employee positions in an existing attendance center occurs as a result of the realignment of District attendance boundaries, the same transfer procedures outlined in paragraph f of this section shall be applied.

SECTION B: ADMINISTRATOR-INITIATED TRANSFERS

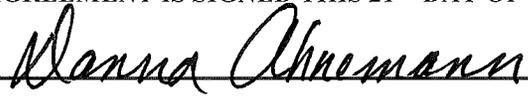
1. An administrator-initiated transfer will be made only when necessary.
2. No vacancy shall be filled by means of involuntary transfer until the provisions of Article XVI, Section A, Teacher-Initiated Transfers, of this Agreement have been exhausted.
3. In the event of an administrator-initiated transfer in a subject area, grade level, or program, the Professional Employee with the least total district seniority in comparison with the other Professional Employees in the subject area, grade level, or program shall be transferred first.
4. For the purposes of this section, seniority shall be calculated as follows:
 - a. At the high school level, seniority will be accrued at one year per year with the District, regardless of FTE, until the 2005-06 school year. From that year forward, each year of seniority will be prorated by the employee's FTE for that year. If an employee changed FTE during a year, the FTE proration will be at the amount of FTE in place for the majority or greatest portion of the year. At the middle school level, if there is a reduction in the number of Professional Employees, teachers in grade 6th, 7th, and 8th will be ranked by district seniority and the administrator-initiated transfer process will apply.

- b. When reducing staff at the high school level, employees with head coaching or sponsorship positions in the following areas may not be included for reduction, at the discretion of the superintendent or designee: Advanced Placement, football, volleyball, cross-country, debate, girls basketball, boys basketball, girls bowling, wrestling, girls swimming, boys swimming, girls soccer, boys soccer, girls track, boys track, baseball, softball, golf, gymnastics, cheerleading, drill team, student government, DECA and FBLA.
 - c. At levels other than the high school level, seniority will accrue at one year per year with the District regardless of FTE.
 - d. Ties in District seniority will be broken in the following order: Board of Education approval date for hire, letter of intent date, part-time years of service, leaves of absence lasting more than one semester, coin toss in the presence of a Human Resources administrator and Blue Valley Education Association representative.
5. An administrator-initiated transfer shall be made only after a meeting between the Professional Employee involved, Association Representative (upon request), and the Superintendent or designee. The Professional Employee shall be given reasons for such transfer within ten (10) school days after the verbal notification of transfer is made.
 6. Written notice of transfer shall include the building to which the Professional Employee is assigned, grade level, and/or subject matter to be taught.
 7. A list of vacant Professional Employee positions in the District shall be made available to all Professional Employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred.
 8. Professional Employees being involuntarily transferred shall have preference over those seeking voluntary transfer in regard to choice among the vacant positions based upon seniority in the District, certification and qualification.
 9. If a transfer is deemed necessary after the school year has begun, the notice shall include a reasonable period of time, not to exceed five (5) days, as determined by the Professional Employee, principals involved, and the Superintendent, for the Professional Employee to make preparations for the new assignment and to provide for a smooth transition from the old.
 10. When a Professional Employee is assigned to more than one school or has less than a full-time (1.0 FTE) contract with the District, the District may transfer such employee when deemed necessary by the Superintendent. The provisions of paragraph 2 of this Section B shall not be applicable to this paragraph.
 11. When a program is moved from one school or location to another, Professional Employees may be moved with the program. If a program is moved to multiple sites, employees may request the positions within the program, in order of preference, to which they desire to be transferred.
 12. If a program employs more than one Professional Employee at a site and that site is being reduced, and if the provisions of Article XVI, section A, Teacher Initiated Transfers of this agreement have been exhausted, the affected program employees will have the opportunity to state a preference for positions for which the employee is qualified and certified.

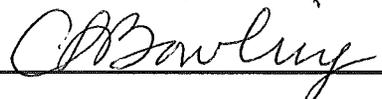
ARTICLE XVII. DURATION CLAUSE

This Agreement shall govern the rights, as provided in the Agreement of the Board and the Association during the effective period from July 1, 2019 through June 30, 2020. This Agreement, together with all terms, conditions, and effects thereof, shall expire on June 30, 2020. This Agreement shall not be extended orally and, it is expressly understood that it shall expire on the date indicated.

THIS AGREEMENT IS SIGNED THIS 21ST DAY OF AUGUST, 2019.



For the Association, Danna Ahnemann



For the Board of Education, Cindy Bowling