

A G R E E M E N T

between

THE BOARD OF EDUCATION, UNIFIED SCHOOL

DISTRICT NO. 321, POTTAWATOMIE COUNTY

ST. MARYS, KANSAS

and

THE KAW VALLEY EDUCATION ASSOCIATION

ROSSVILLE, & ST. MARYS

July 1, 2011 through June 30, 2012

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A G R E E M E N T

This agreement made and entered into as of the 1st day of July 2011, between the Board of Education, Kaw Valley Unified School District 321, St. Marys, Kansas (here-in after referred to as the Board), and the Kaw Valley Education Association, (herein-after referred to as the "KVEA").

WHEREAS, the KVEA has been recognized by the Board for the purpose of professional negotiations as authorized and within the meaning of K.S.A.72-5413 through 72-5431, as amended; and

WHEREAS, the Board and the KVEA, by and through their duly authorized representatives, have met, consulted, conferred and discussed with respect to the terms and conditions of professional employees employed by the Board; and

WHEREAS, the Board and the KVEA have now reached an agreement with respect to certain of such terms and conditions of professional services and wish to reduce the same to writing.

NOW, THEREFORE, it is hereby mutually agreed between the parties as follows:

ARTICLE I

DEFINITIONS

- A. KVEA: The Kaw Valley Education Association.
- B. BOARD: The Board of Education of Kaw Valley Unified School District No. 321.
- C. DISTRICT: Kaw Valley Unified School District No. 321 of Pottawatomie County, Kansas
- D. TEACHER: All certified employees under contract by the Board except any such person who is an administrative employee as defined in K.S.A. 72-5413, as amended.
- E. CONTRACT YEAR: The 185 day period covered by teacher contracts that includes school days, staff development days, work days, parent/teacher conference days, and make-up days.
- F. SCHOOL YEAR: The period of the contract year scheduled for student attendance
- G. CONTRACT DAY: The normal contract day shall be eight hours including lunch and planning time. A work week shall be no more than 40 hours.
- H. STAFF DEVELOPMENT A planned program by the Professional Development Council to meet a balance of

administrative and teach

ARTICLE II

GRIEVANCE PROCEDURE

A. Grievance Procedure

A grievance is a complaint by a certified employee or group of employees based on an alleged violation, misinterpretation or misapplication by the school system of the written contract, or the negotiated agreement currently in effect. The term "employee" may include a group of employees who are similarly affected by a grievance.

B. Procedure for Handling a Grievance

Step One. The aggrieved person shall first present the grievance in writing to the principal within ten (10) school days of its occurrence with the objective of resolving the matter informally. If not resolved, or if the principal does not answer the grievance within ten (10) school days of its receipt, the grievance shall advance to Step Two.

Step Two. In the event the grievance is not satisfactorily resolved in this informal effort, the aggrieved person shall give formal notice in writing to the principal and the KVEA Grievance Committee. The aggrieved person may within thirty (30) school days after the grievance occurred request in writing to meet with the Superintendent, setting forth the grievance.

Step Three. Upon receipt of the grievance, the Superintendent or an Administrative Council, shall within ten (10) school days, attempt to arrive at a settlement.

Step Four. In the event the grievance is not satisfactorily resolved at Step Three, the aggrieved person may within ten (10) school days after the decision in Step Three, request a hearing before the Board of Education. However, the Board may designate a committee of Board members (at least three) to hear such grievance.

C. Miscellaneous Provisions

1. The person presenting a grievance may be represented by the KVEA/Uniserve Director at all steps of the grievance procedure. In addition, at Step Four the person presenting the grievance may have one other representative of their choosing present.

2. Both parties agree that no teacher exercising the rights under this procedure shall be subjected to reprisals because of use of the provisions of this article.

3. No teacher shall be terminated, disciplined, reprimanded, or deprived of any employment benefit without good cause. Good cause means the Board acts in good faith in a manner which is not arbitrary, irrational, unreasonable, or irrelevant.

Article III

JOB PERFORMANCE AND EVALUATION

A. Minimum Evaluation Requirements

Teachers will be evaluated two times per year, by the 60th day of the semester, in the first and second year of employment. Teachers will be evaluated one time per year, by February 15th, the third and fourth years of employment. After the fourth year of employment teachers shall be evaluated at least once every three years. Any teacher can be placed on the evaluation rotation at any time.

B. Teacher Evaluation

1. The procedures and instruments involved in evaluation of teachers shall be the subject of negotiated agreements; the criteria and standards of performance to be evaluated shall be the responsibility of the Board of Education to determine. Current performance standards include PROFESSIONAL QUALITIES, PROFESSIONAL RELATIONSHIPS, CLASSROOM MANAGEMENT, AND TEACHING PRACTICES/INSTRUCTIONAL TECHNIQUES. Teachers have two weeks to formally respond to their written evaluation. The response will be attached to the teacher evaluation. A copy of the current evaluation document can be accessed at www.kawvalley.k12.ks.us. A committee of four teachers and four administrators shall develop the actual instrument used in recording evaluations, and this instrument will also serve as a reference point in the conference or conferences following evaluations. A meeting to review the evaluation instrument shall be called by the superintendent at least every four years.

2. Should the evaluation document reveal any performance deficiency, the evaluator(s) shall identify the deficiency and provide a prescription for correcting this deficiency. These deficiencies and the improvement plan will be reviewed with the teacher within ten (10) days following the summative evaluation conference. The plan of improvement shall include the following:

- a) specific, measurable assistance to be provided by the evaluator.
- b) specific action to be taken by the teacher.
- c) a timetable for assessing the progress of remediation that may be mutually agreed upon between the evaluator and evaluatee. In the event mutual agreement cannot be met, the evaluator will notify the evaluatee of the timetable.

3. The evaluator and any non-probationary teacher shall agree on a specific deadline for the remediation plan which may be within not less than sixty (60) days, nor more than one (1) year.

4. At the end of the remediation period, the evaluator shall evaluate the employee's performance on the identified deficiencies and shall notify the employee in writing within 48 hours of:

- a) the employee's successful achievement of the plan of improvement and release from intensive assistance, or
- b) considerable progress has been made, but the employee shall remain on intensive assistance for another specified period of time, or
- c) administrative action (nonrenewal or termination) in accordance with the provisions of this agreement and state statutes.

ARTICLE IV

WORKING CONDITIONS

A. Duty Free Lunch

Teachers will be provided with a duty free lunch period as scheduled by the administration.

B. Extra Duty Assignment and Payments

Extra duty assignments are defined as those assignments requiring time outside the teacher's normal work day, and for which the teacher is not receiving supplemental pay on a contract basis; further that these assignments are formal, scheduled events that are part of the extracurricular program of the school.

Method of Assignment

1. The method of assignment of extra duty will be established by the building administrator or athletic director.

Payment of Extra Duty Assignments

1. Voucher sheets are to be turned in by each teacher to the building principal following each month of activities.

Principals will check against their assignment lists, prepare a Purchase Order for each teacher, and forward to the district office for payment on the first regular pay period following the end of the month.

2. When teachers are assigned extra duty outside the regular school day, they will be paid at the rate of \$10.00 per hour or \$20.00 per event, whichever amount is greater.

3. When teachers give up their plan period to cover a class for another teacher, in the event there is not a substitute available for that teacher, they will be paid at the rate of \$15.00 per hour.

4. For work relating directly to Quality Performance Accreditation, North Central Accreditation, curriculum development, professional development performed outside the regular school day, teachers may be paid at the rate of \$15.00 per hour subject to the approval of the building principal.

C. Staff Development and Work Days

1. Staff Development Training: The Professional Development Council will plan and conduct professional development activities for all certified personnel.

2. A minimum of three (3) staff development days should be scheduled in the contract year with the final work day of the contract year placed after the last day for students, with final grade reports mailed to the student's home.

3. Teachers shall be provided with at least a one-half day workday at the end of each quarter for the preparation of student grade cards, and teachers shall be provided with at least one (1) full work day at the beginning of the school year for the preparation of classrooms.

4. Early Release days shall be scheduled into the contract year for the purpose of Professional Development, MTSS Collaboration, building level meetings, and other meetings of staff as needed.

D. Teaching Facilities and Conditions of Employment

School Day

All teachers in Kaw Valley USD No. 321 are employed for an eight (8) hour contract day. Beginning and leaving times for staff members at different attendance centers may be adjusted to reflect this period of time. The Board retains the right to determine the number of teaching periods, the length of each period, the length of instructional time, and the right to change the components of the contract day.

Length of the Contract Year

The length of the contract year will be not more than 185 days, as determined and scheduled by the Board.

The use of contract days will be determined by the Board but shall include staff development training and work days as provided by this agreement. Teachers hired on more than an 185 day basis will be issued a supplemental contract for the additional time.

Bullying Policy

Based on KSA 72-8256: Bullying is any intentional written, verbal, electronic or physical act or threat by any person that is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for a staff member that a reasonable person, under the circumstances, knows or should know will have the effect of

1. harming a staff member
2. damaging a staff member's property
3. placing a staff member in a reasonable fear of harm to the staff member, or
4. placing a staff member in a reasonable fear of damage to the staff member's property:

Cyberbullying means bullying by use of any electronic communication device through means including, but not limited to, e-mail, instant messaging, text messages, blogs, mobile phones, pagers, social networking, online games, and websites.

Bullying is prohibited on or while utilizing school property, in a school vehicle or at a school-sponsored activity or event.

Payment of Salary

Teachers will be paid on or before the 15th of each month.

Academic Hours

Teachers requested by the superintendent to return to school for special training will be compensated by the Board up to \$1000.00 per summer session in addition to tuition reimbursement under article V Section B.

Teachers working toward an additional degree must file a program of study toward an advanced degree with the superintendent. Additional work must be in the major field or an applicable field. In advancing horizontally, hours must be either graduate hours or undergraduate hours that apply to or are directly related to the teacher's contract assignments. Undergraduate hours must be approved in advance by the superintendent.

Professional Committees

Teachers, as professional educators, have the expertise and background knowledge to provide desired assistance and recommendations to the administration regarding the selection and use of curriculum materials and work related to accreditation so as to best carry out those programs approved by the Board of Education. It is thus considered that every professional employee assume the responsibility of acting in an advisory capacity to the Board and administration through committees, individual conferences, or other groups as requested by the administration in order to provide improved and relevant curriculum materials.

Every certified staff member shall be a member of at least one of the ongoing curriculum committees. Each elementary grade level and each 7-12 school will be represented on each core curriculum area committee. These committees shall be under the direction of the superintendent/designee and shall make recommendations to the Board for the alignment, mapping, rotation and adoption of the district curriculum.

During the review process, curriculum materials will be made available to all affected teachers. Curriculum materials are defined as any materials required to be used in instruction.

Math/Science will meet in the Spring of even numbered years, and Social Studies/Language Arts will meet in the Spring of odd numbered years. All other subject areas will meet at minimum every 2 years.

A joint district health insurance committee will be created to make recommendations to the bargaining teams. The committee will be comprised of two members of the negotiating team, the superintendent, the board clerk, and one classified

employee. The findings from the district health insurance committee will become recommendations to the Board. The Board will make final determinations regarding district health insurance.

A district technology committee will be created consisting of the Technology Director, an administrator and/or building representative from each attendance center, board member(s), and chaired by the Superintendent to monitor and recommend effective technology implementation district wide. Monthly meetings will take place in each attendance center with district technology committee participants including technology support staff.

A Superintendent advisory committee consisting of a representative from each building, special services, and the Superintendent will meet quarterly to discuss staff concerns. One duty of the committee is to review the yearly calendar. The proposed calendar will be presented to the members in advance of the meeting for the purpose of review and teacher input. Possible additional meetings of the committee may be held for the purpose of calendar review before BOE finalization.

E. Preparation Time

In order to increase teaching effectiveness, the administration will schedule preparation time to be used for the purpose of research, planning, study preparation, grading, preparing for parent and student conferences and other professional activities. The length of the planning time and the scheduling may be modified to accommodate the educational schedules of the attendance center.

For all staff a minimum of 250 minutes of plan time per week will be scheduled and principals will make every good faith effort to schedule 50 consecutive minutes of plan time each day and twenty minutes of duty free recess in applicable buildings. Preparation time may be used for personal use with permission of the building principal.

F. Reduction in Force

The Board of Education of USD #321 has the responsibility of determining the composition of the professional staff necessary to maintain the educational program of the district.

When the Board of Education determines that a reduction in staff is required, the administrative staff will attempt to accomplish the reduction by attrition. A qualified tenured teacher shall be retained over a non-tenured teacher. If necessary reductions cannot be accomplished by attrition, the administrative staff and the board will base the decision on contract renewal on the following prioritized factors on a district-wide basis:

1. Teaching experience in the district
2. Certification
3. Job performance/evaluation
4. Total teaching experience

G. Recall Policy

Any certified employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. The superintendent will recommend to the board reinstatement of any such teacher whom he deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any such teacher after a period of one year from the date of non-renewal.

H. Policy Handbooks

The Board of Education will make the Board of Education Policy Book available to all certified employees.

I. Professional and Staff Development Council (Staff Development Education Program)

1. The Board shall establish a district PDC Staff Development Plan that shall meet the professional development needs of the teachers. This plan shall comply with all the regulations of the State Plan for Staff Development Education KAR 91-1-215 through 219 as adopted by the Kansas state Board of Education effective July 1, 2003.

2. The district Professional Development Council Staff Development Plan shall be ratified by the Association and the Board prior to submission to the State Board and shall be included by reference in this agreement.

3. A Professional Development Council (PDC) shall be established in accordance with State Board regulations. The duties of the Professional Development Council are outlined in the district Staff Development Plan. The local Professional Development Council shall consist of 10 members including two (2) administrators, the PDC Chair, and a certified

representative from each attendance center and Special Services. Vacancies for representatives of the certified personnel will be by election in each building solely by the group they represent.

4. The PDC shall ensure that Staff Development needs are met as identified through the mandates of Quality Performance Accreditation, Results based Staff Development, and the Elementary and Secondary Education Act.

5. Updating of the teacher's Professional Development Plan shall be done as often as necessary to meet professional development needs. An official transcript may be obtained from Greenbush upon request.

6. The PDC shall ensure that points are awarded equitably and in accordance with State Board regulations effective July 1, 2003. No limitation shall be placed on the number of points awarded for licensure. Approval of points shall not be unreasonably withheld. Required documentation shall be reasonable and necessary. Any dispute of said denial shall be subject to the grievance procedure. Content points and professional education points may be used for salary advancement. This includes knowledge, application, and impact level. Twenty Staff Development points are equal to one credit hour for movement on the salary schedule.

7. The PDC members shall receive annual training, with all costs of said training to be borne by the Board. Teachers who are PDC members shall be provided adequate professional leave to participate in training.

J. Posting Job Vacancies

1. The Superintendent shall notify by the all staff e-mail and fax to KVEA any teaching, counseling, or supplemental vacancies existing in U.S.D. 321 when notification is sent to any college, university, or placement bureau. Two working days after KVEA notification, the vacancy may be posted on the district web page. Any teacher employed by U.S.D. 321 who makes a written request to both building administrator and superintendent to transfer to a vacant position in the district will be considered for the position by the building administrator and the superintendent.

ARTICLE V

WAGES

A. Salary

1. The salary schedule for 2010-2011 is attached and will include a base salary of \$32,400 dollars. Returning teachers shall advance one (1) level on the salary schedule. Teachers will move horizontally based on education and or PDC points. To move horizontally teachers must submit written notification to the Superintendent by March 1st of their intent to move horizontally.

2. The Board shall have the right to determine level placement. The actual education of any newly hired teacher will determine column placement. The implementation of the compressed salary schedule became effective in the 2006-2007 school year. All grandfathered employees placed off the salary schedule in 2006-2007 will be treated the same as a "level T" employee on the compressed salary schedule. There will be no grandfathering level steps added after 2006-2007. All levels (A-T) may move horizontally.

B. Supplemental Pay

1. Payment of supplemental contracts shall be based on the supplemental pay schedule, percentages to be based on the appropriate experience step according to experience in that activity.

2. The Board of Education reserves the right to create new or additional supplemental duties and to determine the initial compensation to be paid for such duties.

C. National Board Certification

Full-time teachers with National Board Certification will be paid an additional \$1,000 per contract year for as long as the certification is active.

ARTICLE VI

BENEFITS

A. Mileage Reimbursement

Teachers assigned duties in two or more schools in different towns or using personal vehicles for school business, will receive mileage payment at the state rate. Such mileage will involve travel following the first duty assignment for the day.

B. Reimbursement for College Hours Toward Advanced Degree

Upon presentation of an official transcript, or grade report followed by an official transcript, teachers earning approved hours toward an advanced degree who have filed a plan of study with the superintendent shall be reimbursed a one-time payment for such hours at the rate of \$50 per hour for up to and including 15 hours per year. Except with the superintendent's approval, no more than six hours per semester, shall be approved for reimbursement under this provision for any individual teacher.

C. Fringe Benefit Plan

The district fringe benefit plan is a Section 125 Cafeteria (Salary Reduction) Plan. Each full time teacher may select from the options provided by the district. The Board of Education reserves the right to select the insurance carriers and benefits of this program.

The Board of Education will pay up to \$320.00 per month toward the cost of health insurance for each employee enrolled in the district health plan. The monthly payment shall be applied to the purchase of the group health insurance plan and may not be taken as cash or any other benefit. Upon termination or non-renewal of the teacher's contract of employment, for any reason, all Board payments of fringe benefits shall terminate on the date employment with the district ceases. The insurance carrier will bear the responsibility of explaining the various options and cost factors for each option to the employees covered by this agreement.

D. Teacher Retirement

Written notification will be given to the Superintendent on or before December 15th of the current contract year for teachers to be eligible for district retirement benefits. The Board will consider giving retirement benefits to late notification employees on an individual basis.

Teachers retiring from service to the district will be awarded pay for unused sick leave as per Article VII and a retirement supplement based on the following schedule:

10-14 years of service: 30 days of daily salary
15-19 years of service: 40 days of daily salary
20 or more years: 50 days of daily salary

To be eligible to receive this retirement benefit, teachers must be eligible for K.P.E.R.S. full retirement or permanent disability benefits and, in addition, actually be receiving disability or retirement benefits according to K.P.E.R.S.

For purposes of this provision, "daily salary" means the salary computed according to the salary schedule in effect for the year of retirement divided by the number of contract days of the employee.

Payment will be made in accordance with Article V Section F.

E. Early Retirement

1. Employees of the school district may request early retirement from employment with the district under the terms and conditions set forth in this policy. Early retirement is voluntary. The Board will consider giving early retirement benefits to late notification employees on an individual basis.

2. Eligibility -- An employee is eligible for early retirement if such employee:

- a. is currently a full-time employee of the school district,
- b. is not eligible to receive full social security benefits and is retired or disabled according to the provisions of KPERs,
- c. has ten (10) or more years of full time employment service with USD 321,
- d. has fully terminated contractual employment with USD 321,
- e. files an application to receive the district early retirement benefits

3. Application -- An employee may apply for early retirement by giving written notice to the Superintendent of Schools. Such written notice shall be submitted on or before December 15, preceding the anticipated retirement date and shall include the following:

- a. a statement that the applicant will take early retirement,
- b. the anticipated date of retirement,
- c. the applicant's birth date and age on the date of retirement,
- d. the current mailing address and telephone number of the applicant,
- e. the number of years the applicant has been employed by the school district,
- f. the total number of years of service credit recognized by K.P.E.R.S., and
- g. whether the applicant desires health insurance coverage through the school district's health insurance program.

4. Early Retirement Benefits-- The annual individual early retirement benefit shall be a sum of money as shown on the scale below:

- 1st Year of Eligibility - \$3500
- 2nd Year of Eligibility - \$3000
- 3rd Year of Eligibility - \$2500
- 4th Year of Eligibility - \$2000
- 5th Year of Eligibility - \$1000

Payment is made for up to five years prior to the employee reaching the eligible age for receiving full Social Security benefits. An employee who retires and is less than five years from receiving full Social Security benefits will forfeit the initial years of eligibility on the scale. (Example: If the employee has three years before reaching the eligible age for full Social Security and chooses to take Early Retirement, then the Early Retirement Benefit would begin paying on the 3rd Year of Eligibility.)

Upon death of the retired employee, any early retirement benefits shall be prorated from the date of death, with no benefits accruing after death.

5. Terms and Conditions -- The following terms and conditions shall apply to the school district's early retirement plan:

- a. an employee taking early retirement shall have the option to maintain health insurance coverage through the school district's health insurance program.
- b. if any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, the entire plan shall immediately terminate and shall be of no further force or effect unless readopted by the Board of Education.

c. Retiree Insurance

Retired employees and their dependents shall be entitled to continued coverage under the district sponsored group health insurance program, provided the retired employee makes written application with the clerk of the board of education for such continued coverage within thirty (30) days following the retirement of the employee. Retired employees electing continued coverage shall be required to make the monthly premium payment for such continued coverage in advance of the due date of the premium to the carrier. The premium amount will be determined by the carrier. Such payment shall be made to the Board of Education or directly to the insurance carrier, as may be determined by the board.

The coverage under the group health-care benefits will cease at such time as (1) the retired employee attains eligibility for Medicare, (2) the retired employee fails to make the required premium payments on a timely basis, or (3) the retired employee becomes covered or is eligible to be covered under a group plan of another employer. For purposes of this provision, retired means those employees who have terminated employment and are receiving a retirement or disability benefit from K.P.E.R.S.

F. Method of Payment

1. Effective on and after July 1, 2004, all compensation granted to an employee under the approved Early Retirement Incentive Plan and Regular Retirement Plan through USD 321 will be paid through an Employer Funded 403(b) program sponsored by American Fidelity Assurance Company.

ARTICLE VII

LEAVES

A. Temporary Leave

1. Sick & Bereavement Leave

Sick leave shall be granted at the rate of twelve (12) days per year accumulating to one hundred (100) days, with the use of the additional twelve (12) days allowed for those with maximum accumulation of leave. Sick leave may be used for personal illness or illness in the immediate family.

Teachers using one (1) or fewer sick leave days during the school year will receive a bonus of \$100.

Bereavement leave shall be allowed at the rate of four (4) days per occurrence, with any days used deducted from the sick leave days accumulated. Bereavement leave is to be used for members of the employee's immediate family, or after approval of the Superintendent of Schools.

Payment for non-used sick leave is based on a minimum accumulation of twenty (20) days to become eligible for payment. Payment to the individual or estate to be made upon retirement, reduction in force, resignation (prior to June 1 of contract year), death, or long-term disability. The payment rate is based on 100% of accumulated days, at the rate of \$20.00 per day.

2. Personal Leave

All certified personnel shall be allowed two (2) days personal leave per school year, one of which can be used as a flex day with unused days accumulating to a maximum of four (4) days of personal leave. Personal leave of more than four (4) days will accumulate as sick leave. Five days notice is required for use of personal days unless waived by administrative approval.

Certified personnel who have accumulated more than sixty (60) sick leave days may use five (5) sick leave days for one personal day, limited to one exchange per year.

Use of personal leave is discouraged and subject to administrative approval during staff development days, the first ten (10) contract days, the last five (5) teacher contract days, and days immediately before and after periods of student non-attendance.

3. Flex Day

Teachers are given one flex day per year in lieu of a personal day. The flex day could be used with 24 hours notice if at all possible. Flex days will be converted to personal days for purposes of accumulation. Flex days are not subject to administrative approval.

B. Sick Leave Bank

1. Establishment

The Board of Education of USD No. 321 hereby provides for the establishment by participating teachers of a sick-leave bank. The purpose of the sick leave bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury or incapacitation sufficiently severe that it would make their presence in school inadvisable.

2. Membership

Participation in the sick leave bank shall be voluntary. Membership in the bank program will be open to all certified school employees. A member shall be defined as a certified school employee who has made the contribution of one sick day. Teachers new to the district must decide to participate on or before September 15 of their first year of employment. Such days belong to the bank and are not identified with any individual employee. During the 2007-2008 school year, all certified staff have until September 15, 2007 to join the sick leave bank.

Only members of the sick leave pool are eligible to request days from the sick leave pool. If the sick leave pool drops below 150 days, members will contribute one additional day to remain in the pool.

Membership shall be on a continuing basis and the employee must be actively serving in his/her position at the time of enrollment to be eligible for membership.

New certified school employees hired after the beginning of the school year shall have the opportunity to enter the program within 30 calendar days after the date of hire.

3. Guidelines for Usage

Each use of the sick leave bank must be supported by an written request for its use from the member and a physician's statement substantiating the need for the member's absence from work. The sick leave bank committee may grant a sick leave bank member use of the sick leave bank up to a maximum of ten days during member's individual contract year. Under special circumstances additional days beyond the original 10 days may be requested.

The sick leave bank may only be used for the illness of its members, the member's immediately family (spouse, children, including foster children, or significant others in the household with whom they live), or parent of the member.

An individual member wishing to use the bank must wait until he/she has used all of his/her accumulated sick days and personal days.

The sick leave committee on an individual basis will consider all circumstances of members not specifically stated under these guidelines. After consideration by the sick leave committee, all decisions will be final as determined by majority vote.

4. Administration

For purposes of administration, a committee will be established consisting of three KVEA members designated by the current KVEA president, the building principal of the teacher requesting leave extension, and the superintendent who shall be permanent chairperson. Applications will be obtained from and submitted to the superintendent.

C. Extended Unpaid Leaves of Absence

1. Academic Study

A certified employee who has been in USD No. 321 for three (3) consecutive years may receive a one-year unpaid leave for academic study, provided approval is granted by the Board of Education upon recommendation of the superintendent. Application for academic leaves which are to be effective at the beginning of a school year shall be made on or before May 15. Applications for academic leaves which are to be effective at a time other than at the beginning of a school year shall be made three (3) months before the requested effective leave date. In the event that the above dates for application are not met, instructors shall still receive consideration of their application and academic leaves may be granted except where such leave would cause a hardship on the school district. On application a general outline of the program for the year's leave must be submitted to the superintendent. If the leave is approved, the program may be changed with the consent of the Board of Education. Employees on academic leave must notify the superintendent by March 15 of the ensuing year as to their plans for the following academic year. The superintendent may upon request extend the leave up to one year. Reinstatement will be at a salary level no lower than the salary the teacher would have received the next contract year. Sick or personal leave that has accrued previous to approved leave shall be reinstated. Additional sick leave or personal leave shall not be granted for the period of the leave. Upon return the employee will be assigned to the same or a comparable position to that held prior to such leave.

2. Maternity Leave

A certified employee who has been in USD No. 321 for three (3) consecutive years may receive a one-year unpaid leave for maternity, provided approval is granted by the Board of Education upon recommendation of the superintendent. Application for maternity leave which is to be effective at the beginning of a school year shall be made on or before May 15. Application for maternity leave which is to be effective at a time other than at the beginning of a school year shall be made three (3) months before the requested effective leave date. In the event that the above dates for application are not met, instructors shall still receive consideration of their application and leave may be granted except where such leave would cause a hardship on the school district. Upon return the employee will be assigned to the same or a comparable position to that held prior to such leave, provided that such position is available. Reinstatement will be at a salary level no lower than the salary would have been the next contract year. Sick or personal leave that has accrued previous to approved leave shall be reinstated. Additional sick leave or personal leave shall not be granted for the period of the leave.

3. Military Leave

Employees are entitled to military leave under the uniform services employment and reemployment act of 1994.

D. Leave Mandated by Judicial Order

1. Teachers called for jury duty shall receive full pay while serving in the jury pool or on actual trial duty.

Reimbursements received for mileage, meals, or lodging expenses belong to the individual; however, per diem payments for such service shall be considered reimbursable to the school district.

2. Teachers subpoenaed for any hearings or trials that are directly related to employment with the district shall also be granted leave with pay for such appearances, with any reimbursements to be treated the same as that for jury duty.

3. Teachers involved in litigation that is not a direct result of their employment as a teacher will not receive paid leave or expenses from the district, unless such leave is approved by the superintendent in advance. If such leave is not approved, personal leave may be applied for this purpose.

E. Professional Improvement Leave

A teacher may be granted leave to be used for the teacher's professional improvement. Professional improvement days may be approved by the superintendent and used for the purpose of:

1. Visitation to view other instructional techniques or programs.

2. Conferences, workshops, or seminars conducted by colleges, universities, or vocational schools.

The teacher planning to use a professional improvement day shall notify the principal at least one week in advance of the proposed absence. The teacher shall be required to file a written report with the principal within one (1) week of attendance at such event. Also, the teacher may/shall be requested to return with materials and/or information to be shared with other teachers. The expense of attending such visitation, conference, workshop, or seminar will be paid by the Board when the proper reimbursement applications are sent to the district office.

In cases where attendance at a convention, workshop, seminar, or other educational activity is deemed to be of value only to the individual teacher, leave may be granted for attendance with either no expenses or limited expenses being underwritten by the district. In these cases, no written or verbal reports will be required.

F. Personal Religious Leave

Two days per year shall be allowed for religious holidays not included in the district calendar adopted for the current school year. Substitute work days shall be arranged with the principal or principals involved.

ARTICLE VIII

ASSOCIATION RIGHTS

A. Payroll Deductions

Within thirty (30) days after receipt of written authorization from the teacher, the Board will deduct from the salary of the teacher a specified amount to be deposited with the Teachers' Credit Union. Changes in deposits will be limited to six month periods, with deductions for loan payments to be available beginning the pay period following receipt of the written authorization.

Within thirty (30) days after receipt of written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for Association dues. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular check of the teacher each month for ten (10) months beginning in October and ending in July of each year. Any balance due upon the employee's termination of employment shall be deducted from such teacher's final settlement.

The deadline for dues deduction of members is to be established as September 30.

B. Building Use and Leave

KVEA may use the buildings in the district for association meetings provided they are held after school hours and do not interfere with the routine business of having school.

KVEA may use the district's central distribution system for intra-school mail. The district e-mail system will be available to the KVEA for association business under guidelines established by a committee of KVEA members and the Director of Technology.

Teachers may use professional leave for the state KNEA Convention.

ARTICLE IX

BOARD RIGHTS

A. Rights Reserved to the Board

The Board, on its own behalf and on the behalf of the electors of the Kaw Valley Unified School District No. 321, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and of the United States.

The exercise of the powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms thereof are in compliance with the Constitution and laws of the State of Kansas and the Constitution of the United States.

**Kaw Valley
USD #321
Supplemental Salary
Schedule**

Tier 1	9-12	K-8		
Head Football	15%	9%		
Assistant Football	11%	7%		
Head Basketball	15%	9%		
Assistant Basketball	11%	7%		
Head Wrestling	15%	7%		
Assistant Wrestling	11%	5%		
Tier 2				
Head Baseball	13%	na		
Assistant Baseball	9%	na	Year	
Head Softball	13%	na	1	28375
Assistant Softball	9%	na	2	28675
Head Volleyball	13%	7%	3	28975
Assistant Volleyball	9%	5%	4	29275
Head Track	13%	7%	5	29575
Assistant Track	9%	5%	6	29975
Tier 3				
Head Cross Country	11%	na	7	30375
Asst. Cross Country	7%	na	8	30775
Head Golf	11%	na	9	31175
Assistant Golf	7%	na	10	31575
Activity Tier				
Activities Director	20%	15%	11	31975
Instrumental Music	9%	4%	12	32375
Vocal Music	6%	4%	13	32875
Summer Weights	5%		14	33375
Summer Band Lessons	5%		15	33875
Cheerleading/Pep Club	9%	7%	16	34375
Debate	7%			
Forensics	7%			
FBLA/FFA/FCLA	7%			
Drill Team*	6%			
Scholar's Bowl*	5%	2%		
STUCO	4%	3%		
Junior Class Sponsor	3%			
Musical/Play Director	3.5%			
Academic Clubs	2%			
SADD	2%			
National Honor Society	2%			
Letterman's Club	2%			
Yearbook*	2%	2%		
Fr./So./Sr. Class Sponsor	2%			
Referral for certificated hire	\$250	\$250		
Instructional Tier				
Mentor Teacher	\$1,000	\$1,000		
Additional Class	\$2,500			
Combination Class		6%		

Driver Education **\$150/student
 Concurrent College Classes ***\$100/credit hour/sem.
 *Supplemental schedule applies if activity is not a class during school day. **Completing Drivers Ed Program
 ***\$200/credit hour/sem. if taught for first time or for new textbook.

2011-2012 Salary Schedule

<u>STEP</u>	<u>BS</u>	<u>BS+12</u>	<u>BS+24</u>	<u>MS</u>	<u>MS+15</u>	<u>MS+30</u>	<u>45/EDS</u>
A	33000	33500	34500	35700	36700	37700	38700
B	33400	33900	34900	36100	37100	38100	39100
C	33800	34300	35300	36500	37500	38500	39500
D	34200	34700	35700	36900	37900	38900	39900
E	34600	35100	36100	37300	38300	39300	40300
F	35000	35500	36500	37700	38700	39700	40700
G	35400	35900	36900	38100	39100	40100	41100
H	35800	36300	37300	38500	39500	40500	41500
I	36200	36700	37700	38900	39900	40900	41900
J	36600	37100	38100	39300	40300	41300	42300
K	37000	37500	38500	39700	40700	41700	42700
L	37400	37900	38900	40100	41100	42100	43100
M	37800	38300	39300	40500	41500	42500	43500
N	38200	38700	39700	40900	41900	42900	43900
O	38700	39200	40200	41400	42400	43400	44400
P	39200	39700	40700	41900	42900	43900	44900
Q	39700	40200	41200	42400	43400	44400	45400
R	40200	40700	41700	42900	43900	44900	45900
S	40700	41200	42200	43400	44400	45400	46400
T	42100	42600	43600	44800	45800	46800	47800

The above amounts include a maximum of \$10,000 per teacher, which may be used for salary reduction under Section 125 Cafeteria (Salary Reduction) Plan.

Twenty (20) Content and Professional Education Staff Development Points are equal to one credit hour for salary advancement.

Agreement Ratification

This Negotiated Agreement is hereby accepted for the 2011-2012 school year as shown by the signatures of the representatives of the two bodies on the date shown below.

Board of Education _____ 06/13/2011
Kim Gillum, President, Board of Education Date

Kaw Valley Education Association _____ 06/13/2011
Barbara Brockamp, KVEA President

