2026-27

AGREEMENT

between the

Board of Education

of

Unified School District #229

Johnson County, State of Kansas

and the

Blue Valley Education Association

Articles of Agreement

PREAMBLE

This Agreement is made and entered into on the 12th day of October, 2026, by and between the Board of Education of Unified School District #229, Johnson County, State of Kansas and the Blue Valley Education Association.

The items described and provided for in this Agreement shall be included by reference in the individual contracts issued by the Board for the 2026-27 school year to Professional Employees as defined in this agreement and shall have the same force and effect as though fully stated therein.

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I. ARTICLE I: AGREEMENT, RECOGNITION, WAIVER AND SCOPE CLAUSE

A. SECTION A: DEFINITIONS

1. AGREEMENT: All articles agreed to and ratified by and between the Board of Education of Blue Valley Unified School District #229, Johnson County, Kansas and the Blue Valley Education Association, as a result of professional negotiations as defined by Kansas statute.
2. ASSOCIATION: Blue Valley Education Association
3. BOARD: The Board of Education of Blue Valley Unified School District #229, Johnson County, Kansas
4. BUILDING DESIGN PROFESSIONAL LEARNING: Professional Development time that is directed by the Building Leadership Team or Principal and is completed onsite.
5. CLASSROOM POSITION: Professional Employee having classroom responsibilities with the purpose of direct instruction to students.
6. COLUMN: On the Professional Employees' salary schedule, each vertical level or column shall represent an earned degree from an accredited institution of higher learning or an intermediate position beyond or between the earned degree representing additional earned semester, equivalent quarter hours, approved Continuing Education Units (CEUs), or approved Blue Valley professional development points not already counted in an earned degree.
7. DAYS: Except when otherwise indicated, days shall mean working school days, Monday through Friday, except on legal and school holidays.
8. DISTRICT: Blue Valley Unified School District #229, Johnson County, Kansas
9. DISTRICT DESIGN PROFESSIONAL LEARNING: Professional Development time that is directed by the District and is completed onsite.
10. EDUCATOR DESIGN PROFESSIONAL LEARNING: Professional Development time that is directed by the Professional Employee that may be completed on or off-site.
11. FURLOUGH: Furlough shall mean the status of a Professional Employee who is placed on involuntary leave of absence without pay or benefits as a result of a reduction of Professional Employees.
12. GRIEVANCE: A grievance shall be an alleged violation of the expressed terms of the Agreement affecting terms and conditions of employment and/or the Personnel Policies of the Board of Education's Policies Manual.
13. MAJOR FRACTION THEREOF: On the Professional Employee's Salary Schedule, major fraction thereof shall represent one (1) semester or more of teaching experience in a public or private school district or school accredited by a state, regional, or federal accrediting agency.
14. NON-RENEWAL: Non-renewal occurs when the Board does not award a contract for the succeeding year.
15. PART-TIME: Part-time Professional Employee shall mean a Professional Employee who is assigned to less than a full duty day as specified in the District Guidelines for Instructional and/or Supervisory Time.
16. PROFESSIONAL DEVELOPMENT COUNCIL: The Professional Development Council (PDC) shall mean the duly chosen teacher and administrators charged with the responsibility of advising the Superintendent and Board in matters of staff development.
17. PROFESSIONAL EMPLOYEE: Professional Employee shall include employees assigned to the teaching staff, whether part-time or full-time, who possess a license issued by the Kansas Department of Education and school nurses. Professional

Employees shall not include administrators, substitute teachers, whether long or short-term, or paraprofessionals.

18. PROFESSIONAL EMPLOYEE – PROBATIONARY: A Professional Employee who is in year one (1), two (2), or three (3) of employment in Blue Valley.
19. PROFESSIONAL EMPLOYEE – NON-PROBATIONARY: A Professional Employee who has completed three (3) consecutive years of employment in Blue Valley and has been offered a contract for a fourth year.
20. 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.
21. RETIREMENT: When a KPERS member elects to begin KPERS retirement benefits upon completion of the Professional Employee's current contract.
22. 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.
23. 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.
24. STUDENT DAY: Specific to Elementary, the student day shall commence when the students report to classrooms and continue until end of day dismissal.
25. SUPERINTENDENT: Superintendent of Schools of Blue Valley Unified School District #229, Johnson County, Kansas or his/her designee.
26. TERMINATION: Termination of contract is the immediate dismissal of the Professional Employee from the District.
27. TRANSFER: Transfer shall mean the changing of a Professional Employee's assignment that results in a change of schools.
28. VACANCY: Vacancy shall mean both unfilled positions and newly created positions.

B. RECOGNITION

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

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.

II. ARTICLE II: NO STRIKE

1. It shall be a prohibited practice for Professional Employees or Professional Employees' organizations or their designated representatives willfully to authorize, instigate, aid, or engage in a strike, slowdown, or other concerted action at any facility under the jurisdiction and control of the Board of Education.
2. It shall be a prohibited practice for Professional Employees to discuss professional negotiations between the Board of Education including any item, concept, or topic within the scope of the Professional Negotiations process, in the presence of any district student during regular classroom activity or while directly supervising students.

III. ARTICLE III: LEAVES OF ABSENCE

A. SECTION A: TEMPORARY LEAVES

1. A Professional Employee whose contract is for at least the full amount of student contact time mandated by state statute and approved by the Board, upon reporting for the first day of service called for under written contract, shall be entitled to fourteen (14) days of temporary leave during the contract period without loss of salary.
2. If the contract should be terminated before the end of the contract period for any reason other than personal illness of the Professional Employee which makes it impossible for him/her to perform his/her duties, the temporary leave granted under this article shall be reduced at the rate of one day per full month or partial month of the unfulfilled contract.
3. Covered Professional Employees whose contract is for less than the full amount of student contact time mandated by state statute and approved by the Board, or less than full school day service shall be entitled to an amount of temporary leave in the same proportion that the contract time bears to the full amount of student contact time mandated by the state statute and approved by the Board. The specific amount of temporary leave for the less than full-time employee shall be computed at the time of contract signing.
4. Temporary leave benefits to which a Professional Employee is entitled during a contract period, and which are not used, may be accumulated and used during future contract periods. This accumulation is unlimited.
5. The Professional Employee shall, prior to absence, notify the District and the building principal via the online system or as specified in this contract.
6. The daily rate of deduction made from a Professional Employee's salary for absence not covered by this policy shall be computed by multiplying a fraction, the numerator of which is one (1) and the denominator of which is the number of days of service called for in the Professional Employee's contract, times the annual salary.

7. Cases under this policy calling for interpretation or cases not specifically covered under the provisions of this policy shall be submitted to the Superintendent for a decision.
8. Absences from duties covered under this policy may be due to:
    a) Personal illness including disability due to prenatal care, birth of a child, recuperation following delivery or adoption of an infant.
        (1) Professional Employees absent due to illness, physical disability or mental incapacitation beyond five (5) consecutive school days may be required to submit to Human Resources a written request for temporary leave accompanied by a physician's written statement. The physician's statement shall describe the nature of the illness or incapacitation and verify the physician's care, the projected date of return, and the Professional Employee's ability to return to duties.
        (2) The Professional Employee shall file in writing with the Human Resources office a request for use of temporary leave due to disability associated with the birth of a child no later than the beginning of the third trimester. This request shall be accompanied by a physician's written statement recommending a date for termination of regular teaching duties. This date shall serve as a guide for planning the start of leave. The exact date will be subsequently adjusted, earlier or later, as determined appropriate by the attending physician. This leave shall conclude upon the physician's certification of the Professional Employee's ability to return to regular duties.
        (3) The Professional Employee may file in writing with the Superintendent a request for use of temporary leave of up to six (6) weeks due to the adoption of an infant if not otherwise covered by the Family Medical Leave Act.
        (4) The use of temporary leave may be under a leave without pay status or accumulated temporary leave may be used to provide leave with pay.
    b) Grandparent Leave
        (1) The Professional Employee may use up to five (5) consecutive days of his/her temporary leave upon the birth/adoption of a grandchild. This leave may be taken within the first year following the event. Total number of days used may not exceed five (5) school days. Grandparent leave may not be used consecutively with personal leave. Any exceptions to the grandparent leave stipulations must be approved by the Human Resources office.
    c) Serious Illness in the Immediate Family
        (1) Notification requirements for the use of temporary leave for illness in the immediate family shall be the same as for personal illness.
        (2) Temporary leave for illness in the immediate family applies to the Professional Employee's spouse, son, daughter, mother, father, brother, sister, aunt, uncle, niece, nephew, cousin, grandparent, or grandchild and those same members of the Professional Employee's spouse's family, as well as residents of the Professional Employee's household.
        (3) The use of temporary leave may be under a leave without pay status or accumulated temporary leave may be used to provide leave with pay.
    d) Personal Leave
        (1) A Professional Employee may use up to fourteen (14) days of temporary leave, five (5) days of which may be consecutive, for a personal reason in one contract year at the employee's discretion.

(2) Notification of personal leave utilization shall be submitted via the online system at leave five (5) school days prior to the use of leave. For personal leave due to unique circumstances, the requirement for prior notification shall be the same as in the case of personal illness.
(3) Personal leave may not be utilized during the pre-service days; the student contact days in the first week of school or the last three (3) student contact days of the school year; the day before a school holiday (not including Labor Day, Martin Luther King Jr. Day, and Presidents' Day); during professional development or on conference days. Administration may add to the list of days restricted to personal leave if scheduled personal leave days exceed anticipated substitute availability.
(4) Personal leave may be granted on a restricted day due to unique circumstances. Such requests must be filed in writing with the Human Resources office.
(5) Personal leave days in excess of fourteen (14) may be granted due to unique circumstances. A written appeal for additional personal leave days from accumulated temporary leave shall be filed with the Human Resources office.

e) Bereavement: In the event of death within the Professional Employee's immediate family, the Professional Employee may use bereavement leave.

3. Upon death of the employee's spouse, son, daughter, mother, father, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, resident of the Professional Employee's household, or upon loss of pregnancy or the loss of a professional Employee's child's pregnancy, up to five (5) days of such bereavement leave may be used and shall not be deducted from accumulated temporary leave.
(1) Additional days may be granted by the Superintendent due to special circumstances.

a) Funeral Leave
(1) A Professional Employee may be absent to attend funeral services.
(2) Such leave shall be requested in sufficient time to allow for securing a substitute teacher, and the leave will be charged to the Professional Employee's accumulated temporary leave.
(3) In the event a large number of Professional Employees request funeral leave on the same day, the District may limit such requests in order to maintain the normal operation of the school's instructional program.

b) Observance of Denominational Religious Holidays
(1) Professional Employees may be granted leave for the observance of denominational religious holidays when the days are used for that specific purpose. This leave shall be deducted from the employee's temporary leave.

9. Reimbursement for Unused Temporary Leave
a) Professional Employees with at least ten (10) consecutive years of service in the District as a Professional Employee who notify the District in writing of their upcoming KPERS retirement on or before February 1 shall qualify for reimbursement of unused temporary leave or $1,000 retirement recognition at the time of retirement or death. Professional Employees, or the estate, will receive the greater of the two amounts.
b) The employee shall be compensated for unused temporary days according to the following formula: Number of most recent consecutive years of service in

the District as a Professional Employee X four (4) percent X the current daily rate of substitute pay X the accumulated unused temporary leave days up to a maximum of one hundred forty-five (145) days.

c) The maximum number of temporary leave days for which a Professional Employee will be compensated may not exceed one hundred forty-five (145) days.

d) Professional Employees with at least ten (10) consecutive years of service in the District as a Professional Employee who notify the District in writing of their upcoming KPERS retirement between February 2 and that year's continuing contract notification date shall qualify for reimbursement of half of the employee's unused temporary leave or $500 retirement recognition unless one of the exemptions in the Personal Leave Guidelines is deemed applicable. If so, the reimbursement is as described in III. A. 9. a.

e) Professional Employees with at least ten (10) consecutive years of service in the District as a Professional Employee who plan to retire at the end of the contract year and who notify the District in writing of their KPERS retirement on or before February 1 of that contract will receive $1,000 at the end of the contract year.

10. Catastrophic Illness Pool

a) The purpose of the Catastrophic Illness Pool (CIP) is to provide temporary leave assistance during the contract leave year only to the Professional Employee who experiences illness or injury that requires extensive medical treatment, rehabilitation and ultimately the exhaustion of District-provided paid leaves. CIP may also be accessed if a Professional Employee has exhausted all temporary leave and is returning from FMLA leave.

b) All Professional Employees will participate in the CIP.

(1) Professional Employees will contribute one day of leave from their first allocation of temporary leave. The deduction will be prorated by the employee's FTE at the time of deduction.

(2) Should the CIP balance fall below 100 days, all eligible employees, including all Professional Employees, may be required to donate an additional one-half (1/2) day to replenish the balance. The deduction of the day will occur on September 15 following the determination that the balance is below 100 days.

c) Catastrophic illness/injury is defined as an extraordinary or life-threatening illness or injury of a Professional Employee or a member of the Professional Employee's immediate family as defined in this section which totally incapacitates the employee from work, as verified by a licensed physician, and which forces the employee to exhaust all leave earned by that employee, resulting in the loss of compensation from the District for the employee. Chronic illness or injury, such as cancer or major surgery, which result in intermittent absences from work, and which are long-term in nature and require a recuperation period may be considered catastrophic. To qualify for CIP days, Professional Employees must satisfy the definition of catastrophic illness/injury as provided under the terms of the Negotiated Agreement and must exhaust all paid leave prior to accessing the CIP or upon returning from FMLA and all leave is exhausted.

d) Eligible dependents include spouse, child, parent, parent-in-law, or any person living in the Professional Employee's residence who is dependent on the Professional Employee for support.

e) Procedure
   (1) Requests from Professional Employees to receive days from the CIP will be considered on a case-by-case basis. Requests must be submitted in writing in a manner prescribed by the District and submitted to the Benefits Department for consideration by the CIP committee. The employee must provide written medical verification of the illness or non-work-related injury.
   (2) The CIP committee will include member of the following groups of employees: certified staff (two members to be appointed by the BVEA president), classified staff (one member to be selected by the Classified Employment Council), one member of the Human Resources Department, and one member from the Finance Department.

f) Any employee may request information regarding the outstanding number of days in the CIP at any time; however, no information will be provided relating to individual details of the leave days granted.

g) If a Professional Employee is granted leave, there will be no expectation of repayment. Compensation from CIP days will be treated solely as compensation and taxed accordingly.

h) A Professional Employee may be approved for up to sixty (60) days of CIP per contractual year, with a lifetime employee maximum of one hundred twenty (120) CIP days in total.

i) When a Professional Employee returns following FMLA utilization with all temporary leave exhausted, the employee may request up to five (5) additional days of temporary leave from CIP to be used with that contract year.

B. SECTION B: EXTENDED LEAVES OF ABSENCE

1. Extended leaves of absence shall normally be for one (1) semester or one (1) school year.
2. All requests for Extended Leaves of Absence will be applied for in writing to Human Resources. The Board shall respond to all requests in writing.
3. A Professional Employee requesting reassignment upon completion of an Extended Leave of Absence shall be assigned to his/her former position if available. If, in the opinion of the Superintendent, the former position is not available, the Professional Employee shall be reassigned to an available position for which he/she is qualified, licensed, and based on his/her professional experience in the District.
4. The District's responsibility to Professional Employees with less than seven (7) years of experience in the District, returning from Extended Leave, is limited to placement in an available position for which the Professional Employee is qualified and licensed.
5. If more than one (1) Professional Employee with less than seven (7) years of experience requests reassignment from an Extended Leave and a lesser number of positions exist for which the Professional Employees qualify on the basis of licensure and qualification, the Superintendent shall consider the Professional Employees' license, qualifications, including preparation and experience in the District, and ability to best serve the needs of the building and district in filling the available position; not seniority.
6. A Professional Employee with seven (7) or more years of experience, returning from an Extended Leave, shall be placed in a position for which he/she is licensed and qualified if the former position is not available.

7. A Professional Employee on Extended Leave shall, by March 1 of the school year in which the leave has been granted, inform the District in writing of a request for extension of leave, reassignment, or resignation for the subsequent school year. In the case of Extended Leave for personal health, this notification date will be no later than May 15 of the school year in which the leave has been taken.
8. While on Extended Leave the Professional Employee shall retain accumulated temporary leave. However, no additional temporary leave shall accrue during the Extended Leave period.
9. Reassignment after Extended Leave shall place the Professional Employee on the salary schedule on the step the Professional Employee would have occupied had the Extended Leave not occurred, except as specified above. The column placement shall be commensurate with the Professional Employee's current educational level.
10. The Professional Employee, while on Extended Leave, may continue to participate in any fringe benefit made available to other Professional Employees by the Board of Education. Participation while on Extended Leave shall be at the Professional Employee's expense, and arrangements for paying for this benefit must be made in writing by the Professional Employee prior to beginning the leave. All premium payments must be paid on or before the monthly due date established by the District.
11. The Board recognizes the following reasons for granting an Extended Leave from duty to the Professional Employee:
    a) Personal Health
        (1) A Professional Employee whose personal illness or physical incapacity extends beyond the accumulated sick leave may be granted leave for the remainder of the contract year, without pay or increment. If the Professional Employee has completed more than half of the contract year, the increment shall accrue.
        (2) Requests 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) If deemed necessary by the Board of Education, a second physical examination by a Board-appointed physician may be required. The cost of a Board-appointed physician's examination shall be borne by the Board of Education. At the Board's discretion, a periodic statement from the Professional Employee's or the Board's physician may be required as described above. In the event the medical examinations conflict, a third examination may be ordered at Board expense to be conducted by a mutually acceptable physician.
        (4) Upon return from an extended leave of absence for health reasons, the Professional Employee will provide the District with a statement from the attending physician which summarizes the employee's physical condition and affirms the Professional Employee's ability to resume duties. At the Board's discretion, a form supplied by the District may be required.

(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.

b) Care of Immediate Family

(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) Requests 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.

c) Parental Leave

(1) 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.

(a) In the event of pregnancy, the Professional Employee shall file a request for Parental Leave with the Human Resources office no later than the beginning of the third trimester of pregnancy.

(b) 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.

(c) In the event both parents are employees of the District, they are each entitled to twelve (12) weeks of 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.

(d) 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.

d) Educational Travel
   (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.

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

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

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

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

C. SECTION C: PROFESSIONAL GROWTH

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

D. SECTION D: JURY DUTY

1. Each Professional Employee shall be granted leave as necessary for jury duty in a court of law. Requests for jury leave shall be made in the manner prescribed by the District and documentation may be required confirming the need for jury leave. The Professional Employee will continue to receive his/her current salary during the period of jury duty. No deduction of temporary leave is made for jury duty.

IV. ARTICLE IV: PROFESSIONAL DAY

A. SECTION A: LENGTH OF THE DAY

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

B. SECTION B: PART-TIME PROFESSIONAL EMPLOYEES

1. Returning Professional Employees with an FTE (full-time equivalency) lass than 1.0 will work a proportional amount of their FTE on professional learning and conference days.
2. Professional Employees with an FTE less than 1.0 who are new to the District will be required to attend the entire new educator onboarding pre-service schedule for no additional pay. Work on professional learning and conference days other than onboarding will be based on the Professional Employee's FTE.
3. If a part-time Professional Employee is required by administration to be in attendance for longer than the employee's FTE, the overage time will be paid at the employee's per diem rate of pay. Professional Employees may work longer at their discretion, but those hours are not eligible for overage pay unless required by administration.

4. Administration may require the part-time employee's attendance for the full amount of time for limited traditional and customary professional responsibilities for the building for the entire duration of the activity with no additional pay, with the exception of conferences. This includes, but is not limited to, graduation, Back to School night, and Meet the Teacher Night.

C. SECTION C: INSTRUCTIONAL PLANNING TIME

1. Adequate individual plan time is vital to ensure provision of high-quality educational service. Plan time is necessary to allow educators to choose effective strategies, design lessons, prepare materials, collaborate, maintain lines of communication, and assess student needs and progress.
2. Plan time shall be scheduled within the framework of the student day.
3. Administrative meetings should not be scheduled during individual plan time unless absolutely vital.
4. On days when all classes are scheduled to meet, Professional Employees with classroom responsibilities at the high school level shall be provided one class period daily for instructional planning and conferences. On block schedule days when the assigned planning period meets, the Professional Employee shall have that regularly assigned period for purposes of instructional planning and conferences. On the alternate block schedule days when the assigned planning period is not scheduled to meet, the Professional Employee shall receive forty-five (45) minutes of uninterrupted time for instructional planning and conferences. BVA does not conform to this.
5. Professional Employees with classroom responsibilities at the middle level shall be provided one class period per day for instructional planning and conferences.
6. Professional Employees with classroom responsibilities at the elementary level shall be provided a daily block of time for the purpose of instructional planning and conferences, totaling not less than 265 minutes per week. Three (3) blocks will be at least sixty (60) minutes per day, one block at least fifty-five (55) minutes per day, and one block at least thirty (30) minutes per day. With the approval of the building principal and the Professional Employee, a Professional Employee may waive the daily block requirement in favor of an alternate planning time arrangement. Such waiver shall be in writing and signed by the Professional Employee and the building principal.
7. Professional Employees with specialist responsibilities at the elementary level in art, music, foreign language, physical education, and library shall be provided time daily for the purpose of instructional planning and conferences. This time shall be within the student day with one block daily of at least thirty (30) minutes of uninterrupted plan time and totaling not less than 265 minutes per week. With the approval of the building principal and the Professional Employee, a Professional Employee may waive the daily block requirement in favor of an alternate plan time arrangement. Such waiver shall be in writing and signed by the Professional Employee and the building principal. If a master schedule cannot be designed that allows a Professional Employee with specialist responsibilities at the elementary level in art, music, foreign language, physical education, or library at least 265 minutes of plan time per regular week, the employee will be compensated for the amount of plan time less than 265 minutes based on the specialist's per diem rate of base pay.

8. Professional Employees with responsibilities in a Special Education and/or non-classroom role will be provided a daily block of time for the purpose of instructional planning and conferences. Professional Employees' assignments, caseloads, and schedules will be designed to allow adequate plan time each week. The amount of plan time should be commensurate with plan time provided to educators in a general education classroom position. Recognizing that unexpected situations are more likely to occur in non-classroom roles, plan time must be more fluid, but there is an expectation of scheduled plan time. If scheduling challenges arise, the Professional Employee and building administrator should collaborate to seek an acceptable solution with input from district personnel and BVEA representation if requested.
9. Professional Employees with classroom responsibilities at the Early Childhood Special Education level shall be provided time for the purpose of instructional planning and conferences. This time shall total no less than 300 minutes per week. At least two blocks per week shall be forty-five (45) minutes in duration and may occur on the same day. At least two blocks per week shall be twenty-five (25) minutes in duration and occur on days other than days in which students are not in attendance. The remainder of plan time can be scheduled on any workday in increments not less than twenty (20) minutes. Half-time Early Childhood Special Education teachers shall be provided weekly with at least one uninterrupted 25-minute and one uninterrupted 45-minute block of time in the student day and total no less than 150 minutes per week in increments not less than twenty (20) minutes. With the approval of the building principal, the Early Childhood Special Education Coordinator, and the Professional Employee, a Professional Employee may waive the daily block requirement in favor of an alternate planning time arrangement. Such waiver shall be in writing and signed by the Professional Employee and the building principal.
10. Professional Employees in an Elementary Special Education classroom position will be provided one additional day per semester for record keeping. The specific day(s) will be subject to approval by building administration and may be scheduled in full or half-day increments.
11. A minimum of four (4) and a maximum of eight (8) days per school year will be designated as Teacher Professional Collaboration days at the elementary level. These days are in addition to the EC-12 Professional Learning days.

D. SECTION D: DUTY FREE LUNCH

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

E. SECTION E: HIGH SCHOOL CLASS PERIODS

1. A full-time Professional Employee at the high school level shall be assigned a schedule of no more than five (5) class periods of instruction, one (1) class period for instructional planning and conferences, and one (1) class period for supervision duties assigned by administration.
2. On block schedule days, Professional Employees shall receive their regularly assigned planning period and supervision period on alternating block days to provide a balanced workload and to ensure that teachers have dedicated time for instructional planning and conferences throughout the block schedule cycle. Administration may request a variance in this design. The Professional Employee may accept or decline the request.

3. Professional Employees at the high school level on a 0.6 to 0.9 FTE contract will be assigned to ninety (90) minutes of supervision once per week during block schedule.
4. At the high school level, Professional Employees who voluntarily teach during a supervision period for the year at the request of administration will be compensated at the rate of 0.1 of their base contract. Professional Employees who voluntarily teach during their planning period at the request of administration will be compensated at the rate of 0.2 of their base contract. Semester length teaching assignments will be prorated by fifty (50) percent.

F. SECTION F: MIDDLE SCHOOL ASSIGNMENTS

1. A full-time Professional Employee at the middle school level, teaching a core class, shall be assigned a schedule of no more than five (5) class periods, one (1) flex period, and one (1) individual plan period.
2. A full-time Professional Employee at the middle school level, teaching a non-core class, shall be assigned a schedule of no more than six (6) class periods and one (1) individual plan period.

V. ARTICLE V: GRIEVANCE PROCEDURE

A. SECTION A: PURPOSE

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

B. SECTION B: DAYS

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

C. SECTION C: GRIEVANCE STATEMENT

1. All grievances shall be written and
   a) Be signed by the grievant
   b) Be specific
   c) Contain a synopsis of the facts giving rise to the alleged violations
   d) Cite the Article, Section, and page number of the Agreement and/or number of the Board of Education's Policies Manual of the alleged violation
   e) Contain the date of the alleged violation
   f) Specify the relief requested
   g) If the grievance as submitted does not satisfy the above specifications, the Board, or its designated representative, may request that the Professional Employee resubmit the grievance. Such a request shall be accompanied by written notification which details the specific areas to be clarified. A Professional Employee will be granted three (3) days after receipt of this written notification to resubmit the grievance.

D. SECTION D: DUTIES DURING GRIEVANCE PENDENCY

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

E. SECTION E: GRIEVANCE DISCUSSION

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

F. SECTION F: GRIEVANCE VALIDITY

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

G. SECTION G: GRIEVANCE LEVELS

1. LEVEL ONE
   a) Within ten (10) days of its alleged occurrence, the grievance shall be put in writing in accordance with Section C of this Grievance Procedure and shall be submitted to the appropriate administrative representative.
   b) The administrative representative shall confer with the grievant in an effort to resolve the grievance; and, within ten (10) days after the receipt of the grievance, shall submit a decision in writing to the grievant.
2. LEVEL TWO
   a) With the mutual agreement of both parties, a voluntary mediation process (win-win) may be used in an attempt to resolve the grievance following a Level One ruling. The process shall be non-binding and interest based. Co-facilitators will be chosen by the Chief Human Resources Officer and the President of the Blue Valley Education Association. The mediation process must occur within ten (10) days of the Level One ruling. During the mediation process, each party may be accompanied by one district employee of his/her choice.
3. LEVEL THREE
   a) In the event the Professional Employee is not satisfied with the disposition of the grievance at Level One, the Professional Employee shall, within ten (10) days following receipt of the Level One decision, submit the written grievance to the Superintendent of Schools.
   b) The Superintendent shall confer with the grievant in an effort to resolve the grievance; and, within ten (10) days after the receipt of the grievance, shall submit a decision in writing to the grievant.
4. LEVEL FOUR
   a) In the event the Professional Employee is not satisfied with the disposition of the grievance at Level Three, the Professional Employee shall, within ten (10) days following receipt of the Level Three decision, submit the written grievance to the Board of Education. The Board shall arrange for a meeting with the grievant to take place at the next regularly scheduled Board meeting or not to exceed three (3) weeks after notification. Within ten (10) days following this meeting the Board shall submit its written decision to the grievant.

VI. ARTICLE VI: PROFESSIONAL EMPLOYEE SALARY SCHEDULE

A. SECTION A: PLACEMENT ON COLUMN AND MOVEMENT TO A NEW COLUMN

1. Each Professional Employee's initial column placement shall be determined by the district at the time of hiring, with column placement not to exceed undergraduate degrees and graduate degrees and/or hours earned as of the hiring date.
2. Number of credit hours above 36 required to obtain an advanced degree will be applied in determining column placement.

3. Horizontal movement to a column higher than the column to which the Professional Employee is placed is contingent upon his/her having earned the degree or the additional number of semester hours which that column specifies (or their equivalent quarter hours or their equivalent in Professional Development points as defined in this Article), and these will not include those hours required for initial licensure. Such additional hours shall also have been earned subsequent to the date of the Professional Employee's latest degree, be from accredited institutions and meet one of the following:
    a) Be graduate hours related to his/her major or minor teaching field or the field of education or
    b) Required for licensure or
    c) Coursework offered within a school or college of education or
    d) Be approved by the Human Resources office.
4. Professional Employees advancing from one column to another shall move to the same step, plus one for experience, on the higher column.
5. By October 1 of the fall semester or February 1 of the spring semester, the Professional Employee may file notice with the Human Resources office for payroll purposes of his/her intent to change columns. In addition, the Professional Employee shall file suitable evidence of additional educational credit with Human Resources no later than October 1 of the fall semester or February 1 of the spring semester.
6. When moving on the salary schedule using college credit hours, a maximum of one column is allowable per school year unless obtaining a Master's or Doctorate degree.

B. SECTION B: PLACEMENT AND MOVEMENT ON STEP

1. At the time of employment each Professional Employee shall be placed on the highest numbered step for which he/she is qualified. The Professional Employee shall qualify for one step for each year of teaching experience. Prior medical field experience of a Nurse shall be considered in step placement.
2. 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.
3. 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.
4. 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.

Blue Valley Schools

Proposed Professional Employee Salary Schedule for 2026-27

	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36	MA+48	MA+60	DOC
STEP	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7	COL 8	COL 9	COL 10
1	52,375	52,689	53,005	58,600	59,596	60,729	61,943	63,244	68,303	71,719
2	52,637	52,953	53,270	59,186	60,252	61,397	62,624	63,940	69,055	72,507
3	52,900	53,217	53,537	59,778	60,915	62,072	63,313	64,643	69,814	73,305
4	53,165	53,484	53,804	60,376	61,591	62,761	64,016	65,360	70,589	74,119
5	53,430	53,751	54,073	60,979	62,280	63,464	64,733	66,092	71,380	74,949
6	53,698	54,073	54,398	61,589	62,984	64,181	65,465	66,839	72,186	75,796
7	53,966	54,398	54,724	62,205	63,702	64,913	66,211	67,601	73,009	76,660
8	54,236	54,724	55,053	62,827	64,435	65,659	66,972	68,379	73,849	77,541
9	54,507	55,053	55,603	63,455	65,182	66,421	67,749	69,172	74,706	78,441
10	54,780	55,383	56,159	64,090	65,945	67,198	68,542	69,981	75,580	79,359
11	55,053	55,771	56,721	64,731	66,723	67,991	69,351	70,807	76,472	80,295
12	55,384	56,161	57,288	65,378	67,517	68,800	70,176	71,650	77,382	81,251
13	55716	56554	57861	66032	68327	69626	71018	72509	78310	82226
14	56,050	56,950	58,439	66,692	69,154	70,468	71,877	73,387	79,258	83,221
15	56387	57406	59024	67359	69998	71328	72754	74282	80225	84236
16	56,725	57,865	59,614	68,033	70,859	72,205	73,649	75,196	81,211	85,272
17	57065	58328	60210	68713	71737	73100	74562	76128	82218	86329
18	57,408	58,853	60,812	69,400	72,634	74,014	75,494	77,080	83,246	87,408
19	57752	59441	61420	70094	73549	74947	76446	78051	84295	88510
20	58,099	60,036	62,035	70,795	74,483	75,899	77,416	79,042	85,366	89,634
21	58099	60036	62035	71149	75228	76870	78407	80054	86458	90781
22	58,099	60,036	62,035	71,505	75,980	77,862	79,419	81,087	87,574	91,952
23	58099	60036	62035	71862	76740	78874	80451	82141	88712	93148
24	58,099	60,036	62,035	72,222	77,508	79,907	81,505	83,217	89,874	94,368
25	58099	60036	62035	72583	78283	80962	82581	84315	91061	95614
26	58,099	60,036	62,035	72,946	79,066	81,771	83,679	85,437	92,272	96,885
27	58099	60036	62035	73310	79856	82589	84801	86582	93508	98183
28	58,099	60,036	62,035	73,677	80,655	83,415	85,946	87,750	94,770	99,509
29	58099	60036	62035	74045	81461	84249	86805	88628	96059	100862
30	58,099	60,036	62,035	74,416	82,276	85,092	87,673	89,514	97,375	102,244
31	58099	60036	62035	74788	83099	85943	88550	90409	98719	103655
32	58,099	60,036	62,035	75,162	83,930	86,802	89,435	91,313	100,091	105,096
33	58099	60036	62035	75537	84769	87670	90330	92227	101493	106567
34	58,099	60,036	62,035	75,915	85,617	88,547	91,233	93,149	102,924	108,070
35	58099	60036	62035	76295	86473	89432	92145	94080	104570	109799

D. SECTION D: PROFESSIONAL DEVELOPMENT POINTS

1. Blue Valley Professional Development Points can be used for movement on the salary schedule.
2. Points for movement can be obtained only through participation in approved Blue Valley District and building-based Professional Learning activities.
3. To be used for salary movement, points must be designated as application or impact level points and directly impact student learning. Knowledge points will not count toward salary movement.
4. Points earned from other districts may be used for re-licensure, but they may not be used for movement on the salary schedule.
5. A maximum of 120 Professional Development Points per year may be used for the purpose of movement on the salary schedule.
6. Twenty (20) Professional Development Points will equal one graduate hour for the purpose of movement on the salary schedule.
7. Professional Development Points earned at the application and impact level may accumulate. They are valid for salary advancement for five (5) school years from the completion date of the knowledge (for example: a course approved in 2021 must be used no later than the 2026-27 school year). All points used to move to a post-degree column must be earned subsequent to a Professional Employee's latest degree.
8. Application and impact level requests must be approved and completed no later than 300 calendar days after the completion of the original knowledge activity on which the application request is based.
9. An earned degree is required for movement into degree columns on the salary schedule.
10. When moving on the salary schedule using Professional Development Points, a maximum of one column movement is allowable per contract year.
11. To be considered for salary schedule movement, the Professional Employee must:
    a) Submit activities to the Professional Development Council in a manner prescribed by the District by May 1 of each school year.
    b) After receiving feedback from the activities submitted by May 1, complete all remaining professional learning activities in a manner prescribed by the District by the final contract day of each school year.
12. Professional Development Points may not be submitted for movement on the salary schedule if the Professional Employee received compensation for the base knowledge level activity outside of the contract day.

E. SECTION E: USE OF CONTINUING EDUCATION UNITS (CEUS)/PDPS FOR COLUMN MOVEMENT FOR NURSES

1. Nurse continuing education units (CEUs) and/or Blue Valley Professional Development Points (PDPs) can be used for movement on the salary schedule.
2. CEUs approved by the professional licensing organization/board for Nurses and/or PDPs which can be obtained only through participation in approved Blue Valley District and building-based professional development activities can be used for movement.
3. Five (5) CEUs will equal one graduate hour for the purpose of salary schedule movement.
4. Twenty (20) PDPs will equal one graduate hour for the purpose of salary schedule movement.
5. An earned degree is required for movement into degree columns on the salary schedule.

6. When moving on the salary schedule using CEUs, PDPs, or college hours, a maximum of one column movement is allowable in any one year.
7. To be considered for salary schedule movement, the Nurse must:
    a) Submit Nurse CEU documentation and/or PDP activities to the Professional Development Council in a manner prescribed by the District by May 1 of each school year.
    b) After receiving feedback from the PDP activities submitted by May 1, complete all remaining PDP activities in a manner prescribed by the District by the final contract day of each school year.
8. A maximum of 120 PDPs per year may be used for the purpose of movement on the salary schedule.

F. SECTION F: METHOD OF PAYMENT

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

G. SECTION G: EXTRA ASSIGNMENT AND EXTENDED CONTRACT RATE

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

H. SECTION H: PROFESSIONAL EMPLOYEE SUPPLEMENTAL SALARY SCHEDULE

1. Assignments listed as supplemental assignments in the categories of this Article are extracurricular assignments outside of the Professional Employee workday. Such assignments shall be voluntary, and no Professional Employee shall be required to accept any such assignment. Refusal to accept an extracurricular assignment shall not be a valid basis for a negative educator evaluation.
2. Professional Employees shall be covered by the same district liability insurance during supplemental duties as they are during their professional assignments.

3. At the time of employment each Professional Employee shall be placed on the highest numbered step of the Professional Employees' Supplemental Salary Schedule for which he/she qualifies. The Professional Employee shall qualify for one step in any specific category for each year of experience he/she has had in a specific supplemental assignment in that category. The aforementioned experience may have been in the District or in another district. The Professional Employee shall move to the next higher step for each subsequent year or major fraction thereof of experience in a specific supplemental assignment under a contract with the District.
4. The method of payment of supplemental salaries shall be the same as the method of payment of the salary of the Professional Employee.
5. The Professional Employee's supplemental salary contract(s) shall be issued following the Board of Education ratification of the Negotiated Agreement.
6. The Board may create new positions or delete positions as necessary. New positions created in any year will be added by the Board to the appropriate category and pay will be calculated as described for that category.

Blue Valley Supplemental Salary Schedule
2026-27

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	7,743	7,405	6,432	5,183	4,812	4,441	4,072	3,701	3,331	2,962	2,591	2,221	1,851	1,480	1,111
2	8,053	7,479	6,689	5,235	4,862	4,486	4,113	3,739	3,365	2,992	2,617	2,243	1,869	1,495	1,122
3	8,375	7,835	6,957	5,484	5,093	4,700	4,310	3,918	3,526	3,134	2,742	2,351	1,958	1,567	1,175
4	8,710	8,190	7,235	5,734	5,324	4,914	4,506	4,096	3,686	3,277	2,867	2,457	2,047	1,638	1,229
5	9,058	8,547	7,525	5,983	5,555	5,128	4,700	4,275	3,847	3,419	2,992	2,565	2,137	1,709	1,282
6	9,421	8,632	7,826	6,233	5,788	5,341	4,896	4,452	4,007	3,562	3,116	2,671	2,226	1,780	1,336
7	9,797	9,260	8,139	6,481	6,019	5,555	5,093	4,628	4,167	3,705	3,241	2,778	2,314	1,852	1,389
8	10,189	9,616	8,464	6,732	6,250	5,769	5,288	4,808	4,327	3,847	3,365	2,885	2,403	1,923	1,441
9	10,597	9,972	8,803	6,980	6,481	5,983	5,484	4,985	4,486	3,990	3,491	2,992	2,493	1,994	1,495
10	11,021	10,328	9,155	7,230	6,712	6,197	5,681	5,164	4,648	4,132	3,615	3,099	2,582	2,066	1,549
11	11,462	10,637	9,521	7,447	6,913	6,382	5,852	5,320	4,786	4,256	3,724	3,192	2,658	2,128	1,596
12	11,920	11,063	9,902	7,745	7,190	6,638	6,085	5,533	4,978	4,426	3,872	3,320	2,765	2,213	1,659
13	12,397	11,506	10,298	8,055	7,477	6,904	6,329	5,754	5,177	4,603	4,027	3,452	2,875	2,302	1,726
14	12,893	11,966	10,710	8,377	7,777	7,180	6,582	5,984	5,384	4,787	4,188	3,591	2,990	2,394	1,795
15	13,408	12,445	11,138	8,712	8,088	7,467	6,845	6,224	5,599	4,979	4,356	3,734	3,110	2,489	1,866

Blue Valley Supplemental Salary Schedule 2026-27

COLUMN 2
HIGH SCHOOL
Head Boys Basketball Coach
Head Girls Basketball Coach
Head Football Coach
Head Cheer Sponsor
Head Dance/Drill Team Sponsor

COLUMN 3
HIGH SCHOOL
Head Baseball Coach
Head Cross Country 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 Boys Wrestling Coach
Head Girls Wrestling Coach
Head Debate Coach

COLUMN 4
HIGH SCHOOL
Head Boys Tennis Coach
Head Girls Tennis Coach

COLUMN 5
HIGH SCHOOL
Football Coordinator
Assistant Cheerleading Sponsor
Assistant Drill/Dance Team Sponsor

COLUMN 6
HIGH SCHOOL
Head Bowling Coach
Auditorium Supervisor
Newspaper Advisor
Yearbook Sponsor

COLUMN 7
HIGH SCHOOL
Head Flag Football Coach
Assistant Football Coach
Head Boys Golf Coach
Head Girls Golf Coach
Gym Supervisor
Stadium Manager
Head Forensics Coach
Marching Band Director
Secondary Vocal Director
MIDDLE SCHOOL
Head Football Coach

COLUMN 8
HIGH SCHOOL
Assistant Baseball Coach
Assistant Boys Basketball Coach
Assistant Girls Basketball Coach
Assistant Boys Soccer Coach
Assistant Girls Soccer Coach
Assistant Softball Coach
Assistant Boys Swimming Coach
Assistant Girls Swimming Coach
Assistant Track Coach
Assistant Volleyball Coach
Assistant Boys Wrestling Coach
Assistant Girls Wrestling Coach
Director of Musical
Director of Play
Secondary Band Director
MIDDLE SCHOOL
Head Boys Basketball Coach
Head Girls Basketball Coach
Head Cross Country Coach
Head Boys Track Coach
Head Girls Track Coach
Head Volleyball Coach
Head Boys Wrestling Coach
Head Girls Wrestling Coach

COLUMN 9
HIGH SCHOOL
Student Council Sponsor
MIDDLE SCHOOL
Director of Musical
Director of Play

COLUMN 10
HIGH SCHOOL
Broadcast Technology Sponsor
First Robotics Team Sponsor
Head BPA Sponsor
Head DECA Sponsor
Head FBLA Sponsor
MIDDLE SCHOOL
Assistant Football Coach
Yearbook Sponsor

COLUMN 11
HIGH SCHOOL
Assistant Bowling Coach
Assistant Cross Country Coach
Assistant Flag Football Coach
Assistant Boys Golf Coach
Assistant Girls Golf Coach
Assistant Boys Tennis Coach
Assistant Girls Tennis Coach
Head Unified Bowling Coach
Head Color Guard Coach
Assistant Debate Coach
Assistant Director of Musical
Assistant Director of Plays
Jazz Band Director
Orchestra Director
Pep Band Director
Assistant BPA Sponsor
Assistant DECA Sponsor
Assistant FBLA Sponsor
MIDDLE SCHOOL
Assistant Boys Basketball Coach
Assistant Girls Basketball Coach
Assistant Cross Country Coach
Assistant Track Coach
Assistant Volleyball Coach
Cheerleading Sponsor
Dril/Dance Team Sponsor
Assistant Director of Musical
Assistant Director of Play
Enrichment Choir Director
Enrichment Orchestra Director
Jazz Band Director

COLUMN 12
HIGH SCHOOL
Winter Color Guard
Asst Color Guard
E-Sports Sponsor
Kay Club Sponsor
Head FCCLA Sponsor
Head HOSA Sponsor
Head TSA Sponsor
Assistant Director Marching Band
Assistant Director Secondary Band
Head Science Olympiad Sponsor
Assistant Student Council Sponsor
Model United Nations Sponsor
DISTRICT
CPR Coordinator

COLUMN 13
HIGH SCHOOL
Assistant Unified Bowling Coach
Assistant First Robotics Coach
Assistant Forensics Sponsor
Assistant FCCLA
Assistant HOSA
Assistant TSA
National Honor Society Sponsor
Repertory Theater
Assistant Science Olympiad Sponsor
Senior Class Sponsor
MIDDLE SCHOOL
Newspaper Sponsor
Instrumental Music Director
Vocal Music Director
Head Science Olympiad Sponsor

COLUMN 14
HIGH SCHOOL
Freshman Class Sponsor
Junior Class Sponsor
Sophomore Class Sponsor
Literary Magazine Sponsor
Scholar's Bowl Sponsor
School Based Enterprise Store Director
MIDDLE SCHOOL
Assistant Science Olympiad Sponsor
Student-Council Sponsor
ELEMENTARY SCHOOL
Instrumental Music Director
Vocal Music Director
DISTRICT
PDC Chairs
Femineer Cohort Sponsor

COLUMN 15
HIGH SCHOOL
Future Educators Sponsor
National Curricular Honor Societies Sponsor
Prom Coordinator
ELEMENTARY SCHOOL
Head Choir Director
DISTRICT
Professional Development Council
CPR Trainer

I. SECTION I: SUMMER SCHOOL PAY

1. Teaching assignments within summer school shall be compensated at the rate of $30 per hour.

J. SECTION J: EXTRA DUTY PAY

1. Those extra duty assignments not covered under the supplemental salary schedule shall be compensated at the rate of $20 per hour in non-curricular activities. Curriculum and professionally related work shall be compensated at the rate of $30 per hour during the school year and during the summer.

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 $20 per hour. In no case shall the total daily amount exceed $145, the daily rate of substitute pay. 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.

K. SECTION K: REIMBURSEMENT FOR TRAVEL

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.
2. Professional Employees shall submit mileage documentation for reimbursement in a manner and at a time as established by the Superintendent or designee.

L. SECTION L: NATIONAL BOARD CERTIFICATION

1. Professional Employees receiving National Board Certification will be paid a yearly stipend of $2,500 prorated based on FTE. If the National Board Certification is granted prior to December 31, the employee will begin receiving the stipend during the school year during which the certification was awarded. Awards made on January 1 or after would qualify the Professional Employee for the stipend beginning in the next school year.
2. The stipend will be continued for the duration of the certification, so long as the Professional Employee is in a position covered by this Negotiated Agreement and included in the certification. Re-certification shall result in a renewal of the stipend.
3. Any compensation provided to the District to compensate the Professional Employee for National Board Certification shall be provided by the District to the Professional Employee in addition to the $2,500 per year. In no case shall the District's obligation to compensate the Professional Employee under this section exceed the $2,500 amount.

M. SECTION M: VIRTUAL EDUCATION COMPENSATION

1. During the school year, a Professional Employee assigned a virtual education class during the duty day shall be compensated at the rate of pay designated for any other assignment performed during the duty day.
2. A Professional Employee assuming a virtual education teaching assignment outside of the duty day shall be paid $180 per student. The determination of the number of students shall be made on the eighth day of the offered class and shall not be affected by student drops.
3. Professional Employees assuming a teaching assignment for a virtual education class during summer school will be paid $126 per student.

VII. ARTICLE VII: FRINGE BENEFITS

A. 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.

VIII. ARTICLE VIII: MANAGEMENT RIGHTS

A. SECTION A: RESERVATION OF RIGHTS

1. 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.

B. SECTION B: ENUMERATION OF RIGHTS

1. 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.

C. SECTION C: EXERCISE OF RIGHTS

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

IX. ARTICLE IX: ASSOCIATION RIGHTS

A. SECTION A: USE OF BULLETIN BOARDS, MAIL, EMAIL, AND FACILITIES

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

B. SECTION B: PAYROLL DEDUCTIONS

1. Within thirty (30) days after the yearly receipt of written authorization by the Professional Employee, the Board shall deduct from the salary of the Professional Employee and make appropriate remittance for deduction of Association membership dues.
    a) Deduction of dues shall be continued from contract year to contract year unless there is written cancellation of dues notification from the Association or the Professional Employee.
    b) The District shall be notified by September 6 of any changes in said deductions. Membership dues shall be deducted in twenty-four (24) equal payments beginning with the first pay period in September.

C. SECTION C: BLUE VALLEY EDUCATION ASSOCIATION

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

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

X. ARTICLE X: COMPLAINTS REGARDING PROFESSIONAL EMPLOYEES

A. SECTION A: PROCEDURES

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

A. SECTION B: REPRESENTATION

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

XI. ARTICLE XI: PROFESSIONAL EMPLOYEE PERSONNEL RECORDS

A. SECTION A: INSPECTION

1. All material obtained during the period of employment which is placed in the Professional Employee's permanent personnel file shall be available for inspection by the Professional Employee. Confidential references or evaluations obtained prior to employment shall be exempted from this inspection. If requested by the Professional Employee, a list of all such references or evaluations contained within the file will be provided. The Professional Employee may inspect his/her personnel files during regular business hours following reasonable advance notification of the building principal and Superintendent's designee. The Professional Employee shall, upon request, be provided copies of any materials within his/her personnel files, except confidential references or evaluations obtained prior to employment.

B. SECTION B: NOTIFICATION AND RESPONSE

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

C. SECTION C: LOCATION OF FILES

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

D. SECTION D: ADDITIONAL MATERIAL

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

XII. ARTICLE XII: EVALUATING PROFESSIONAL PERFORMANCE

A. The process by which the performance of a Professional Employee is evaluated shall be in compliance with the Board approved evaluation guidelines and specifications.

XIII. ARTICLE XIII: PARENT SURVEYS

A. Professional Employees on evaluation prior to March 1 shall develop and administer a survey of their primary constituency group (parents). Each Professional Employee on evaluation prior to March 1 shall have a copy of the survey(s) on file with his/her supervisor. All survey results are the property of the individual Professional Employee and will remain confidential. Survey results may be placed in the Professional Employee's personnel file only at the request of the Professional Employee. These surveys must be completed by May 1.

XIV. ARTICLE XIV: EMPLOYEE STATUS

A. SECTION A: ADMINISTRATIVE LEAVE WITHOUT PAY

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

B. SECTION B: TERMINATION / NON-RENEWAL / RESIGNATION

1. A non-probationary Professional Employee may be non-renewed for good cause. In such an event, the non-probationary Professional Employee is entitled to due process as outlined in this Article.
2. A probationary Professional Employee may be non-renewed with or without good cause.
3. Any Professional Employee may be terminated for good cause. In such an event, the Professional Employee is entitled to due process as outlined in this Article.
4. Whenever a non-probationary Professional Employee is given written notice of non-renewal or any Professional Employee is given a written notice of termination of employment, the written notice shall include a statement of the reasons for non-renewal/termination and a statement that the Professional Employee may have the decision reviewed by an arbitrator upon written request submitted to the Superintendent within fifteen (15) calendar days from the date of such notice of non-renewal/termination. A Professional Employee who elects to file for arbitration under this provision is hereinafter referred to as "Grievant."

5. The parties shall make a joint request for arbitration to the American Arbitration Association (AAA) within ten (10) days after notification to the Superintendent.
    a) Within ten (10) business days of filing of the notice of desire to arbitrate the matter, an arbitrator shall be mutually selected from a list submitted by the AAA.
    b) The arbitrator shall commence within forty-five (45) calendar days after the arbitrator is selected unless the arbitrator grants an extension of time.
6. The parties shall be afforded procedural due process, including the following:
    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 other person whom such party may select;
    b) the right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the arbitrator, except those persons whose testimony is presented by affidavit;
    c) the right of each party to present such party's own witnesses in person or their testimony by affidavit, except that testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from Johnson County, or is absent from the state, or is unable to appear because of age, illness, infirmity, or imprisonment. When testimony is presented by affidavit the same shall be provided to the Superintendent, or the agent of the Board, and upon 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 ten (10) calendar days prior to presentation to the arbitrator;
    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 the District to present its testimony through such persons as the District may call to testify in its behalf and to give reasons for its actions, rulings or policies;
    e) the right of the parties to have an orderly hearing; and
    f) the right of the Grievant to a fair and impartial decision based on substantial evidence.
7. Hearings under this section shall not be bound by rules of evidence whether statutory, common law or adopted by the rules of court, except that the burden of proof shall initially rest upon the District.
8. Each party shall be responsible for the payment of its own attorney's fees. The costs for the services of the arbitrator shall be paid by the District. Any other costs of a hearing which are not specifically allocated in this section shall be paid by the party incurring the expense.
9. Unless otherwise agreed to by both parties, the arbitrator shall render a written opinion not later than fifteen (15) days after the close of the hearing (or if a hearing is waived, after the last date to submit the documentation), setting forth the arbitrator's findings of fact, reasoning and determination of the issues. The arbitrator shall give no opinion with respect to any matter left by the bargained agreement or by law to the District or the Association. The decision of the hearing officer shall be submitted to both parties. The decision of the hearing officer shall be final, subject to appeal to the district court by either party.
10. A Professional Employee may resign from a contract upon completion of the contract by submitting a letter of resignation to the Board that includes an effective date.

C. SECTION C: FURLOUGH

1. The Board of Education reserves the right to place a Professional Employee on furlough as the result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances.
2. It is the intent of this District to use normal attrition of staff (in the form of resignations, retirement, or leaves of absence) as the first means of achieving a reduction in professional staff. However, in certain cases, normal attrition may not be sufficient to achieve the necessary reduction of professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished as provided in this section.
3. Procedure
    a) For purposes of considering reduction of professional staff, all Professional Employees of the District will be assigned to either the elementary level (Kindergarten through 5th grade), middle level (6th through 8th grade), or the high school level (9th through 12th grade). Professional Employees will be further assigned to a grade level or subject area. If a Professional Employee occupies a level, subject area, or grade level because he/she was asked to do so by an administrator during the prior year, that Professional Employee will be reclassified to his/her prior level or subject area at his/her request.
    b) After determining which level or levels require a reduction of professional staff, the Professional Employees will be ranked by district seniority within each grade level or subject area classification. Any year the Professional Employee was classified as needing intensive assistance for evaluation purposes will not count toward district seniority. Reduction in staff will begin with the least senior Professional Employee in the rankings.
4. Recall Procedure
    a) A Professional Employee who has been placed on furlough as the result of a reduction in professional staff shall be offered re-employment with the District according to rank as determined by the furlough formula. Highest ranking Professional Employees shall be recalled first. No person new to the District shall be employed to fill a vacancy if there is a Professional Employee on furlough who is classified in that level and subject.
    b) A Professional Employee's seniority with the District and placement on the salary schedule shall not be adversely affected by an involuntary leave of absence. However, such Professional Employees shall not receive seniority credit or credit on the salary schedule for the period of time the employee is on involuntary leave of absence. If a Professional Employee on furlough is re-employed by the District, such Professional Employee shall be entitled to placement on the salary schedule according to his/her experience and training. Upon re-employment, a Professional Employee shall be entitled to all accumulated leave and other benefits accrued during his/her period of employment with the District prior to furlough.
    c) A Professional Employee will be notified of recall by certified mail at the Professional Employee's permanent address on file with the District. A Professional Employee must report as directed within fourteen (14) days after receipt of the recall notice. It shall be the responsibility of the Professional Employee to ensure that the District has a record of his/her current address and telephone number.

d) If a Professional Employee rejects re-employment or fails to report as directed within fourteen (14) days after receiving a recall notice, such action or failure to act by the Professional Employee shall be construed as a resignation.

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

XV. ARTICLE XV: PROFESSIONAL YEAR

A. SECTION A: CONTRACT YEAR

1. The standard Professional Employee contract shall require the Professional Employee to be on duty for a period of time at least equal to the amount of student contact mandated by Kansas Statute and approved by the Board.
2. Current Professional Employees shall be employed by the Board for a contract year of up to 186 days, at least six and one-half (6 ½) of which shall be professional learning days, with a minimum of 2 ½ days designated as Educator Design.
3. The first contract day for returning Professional Employees will be designated as an Educator Design Professional Day. Professional Employees may work in their building or flex the designated day by working a total of 7.75 hours outside of their contract time from the first day schools are open until the first contract day.
4. Professional Employees new to the District shall be employed for up to 186 days plus the number of days scheduled for onboarding of new employees. Onboarding is typically scheduled for four or five days prior to the regular contracted days for returning Professional Employees.

B. SECTION B: GRADE PREPARATION TIME AND RECORD KEEPING

1. One-half (½) day grade preparation and record keeping shall be provided at the end of each grading period. These half days shall not be considered part of the student contact days mandated by the state.

C. SECTION C: PROFESSIONAL AND CURRICULAR ACTIVITIES

1. Up to five (5) additional days prior to the beginning of the school year may be scheduled for Professional Employees new to the District. During these days the Association will be given at least one hour to meet with the Professional Employees collectively.

D. SECTION D: PROFESSIONAL LEARNING PROGRAM

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

E. SECTION E: CONFERENCE DAYS

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

XVI. ARTICLE XVI: INTRA-DISTRICT REASSIGNMENT AND TRANSFER

A. SECTION A: EDUCATOR-INITIATED TRANSFERS

1. Posting of Vacancies
   a) All vacant Professional Employee positions and all vacant supplementary pay positions shall be posted on the District website. A dated notice of vacancies shall be posted regularly on the District website for at least three (3) weekdays prior to filling the vacancy.
2. Application for Transfer
   a) A Professional Employee applying for a vacancy shall file an application online with Human Resources. Three (3) weekdays shall be granted to apply for listed positions. A transfer application must be made in a manner designated by the District.
   b) Professional Employees may cancel requests for transfer by sending notification, in writing, to Human Resources. After action is taken on a transfer request, a Professional Employee may not withdraw the request.
3. Transfer Action
   a) The Professional Employee shall be given consideration for vacancies as they occur and before new educators are employed to fill the vacant positions. Professional Employees who were notified of an intra-building reassignment after the last contract day shall be entitled to up to three interviews as part of the consideration of a transfer request.
   b) If more than one Professional Employee has applied for the same vacant position, the transfer decision shall be 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 affected facilities will be treated as a single unit for seniority ranking. However, the District may limit the number of transfers from Professional Employees in a grade level or subject area classification from an affected facility in one year if the transfer requests exceed fifty percent (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, middle school, and elementary 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.

B. 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, Educator-Initiated Transfers, of this Agreement have been exhausted.
3. In the event of an administrator-initiated transfer in a subject area or program, the Professional Employee with the least total district seniority in comparison with the other Professional Employees in the subject area or program shall be transferred first. In the event an administrator-initiated transfer or transfers must be made at the K-5 classroom level, if no one volunteers to transfer, the K-5 classroom educators in the impacted building will be ranked based on district seniority. The K-5 classroom educator with the least total district seniority in that building will be transferred first, followed by the next least senior and continuing until the necessary administrator-initiated transfers are completed.
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 of the year. At the middle school level, if there is a reduction in the number of Professional Employees, educators in grades 6^{th}, 7^{th}, and 8^{th} 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, 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 assignment to available positions based upon seniority in the District, licensure, 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, Educator-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 licensed.

XVII. ARTICLE XVII: DURATION CLAUSE

A. This agreement shall govern the rights, as provided in the Agreement of the Board and the Association during the effective period from July 1, 2026, through June 30, 2027. This Agreement, together with all terms, conditions, and effects thereof, shall expire on June 30, 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.



For the Association, Carrie Myers



For the Board of Education, Jan Kessinger

Procedural Guidelines

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CONTRACT FLEXIBILITY PLAN

Purpose:

This allows modification of the Negotiated Agreement to meet the needs and/or initiatives of an individual building. Modifications made under this plan will be in effect for one contract year only.

Process:

Step 1: A proposed modification in the Negotiated Agreement originates with the Building Leadership Team.

Step 2: A written proposal is submitted to the Director of Human Resources for review by a committee representing Human Resources, Education Services, and BVEA.

- The proposal should cite which section of the Negotiated Agreement should be modified, specific details of the proposal for the modification, and the reason for the modification.
- The proposal should be submitted prior to September 15 of the implementation year.
- The District Review Committee will make one of the following decisions:
    - The proposed modification is approved for a vote by the certified Professional Employees.
    - The proposed modification is denied.
- If the proposed modification is denied, it may be revised and resubmitted.

Step 3: When the proposed modification has been approved by the District Review Committee, the Building Leadership Team is responsible for scheduling an interactive presentation explaining the proposed modification to the Professional Employees in the building. Multiple presentations may be held in small groups to facilitate scheduling.

Step 4: Following the presentation explaining the proposed modification, the proposed modification is submitted to Professional Employees for a vote.

- The vote will be conducted by secret ballot. It will be monitored by a BVEA building representative and the principal.
- For ratification, at least 75% of the Professional Employees assigned to the building as their home school must vote.
- At least 75% of those voting must vote in approval of the proposal.

Step 5: The results of the ratification vote of the proposed modification to the Negotiated Agreement are communicated to the building's Professional Employees and to the Director of Human Resources. HR will communicate this information to BVEA and Education Services.

ELEMENTARY COLLABORATIVE PLAN TIME

Per the Negotiated Agreement – Article IV, Section C, 10:

Elementary buildings or PLC teams may vote annually to adopt a teacher-directed collaborative plan program. The program shall consist of two hours per month for nine months. Meeting times shall be designated as team or grade-level plan and/or building collaboration. The purpose of this time is to promote collaborative planning. Teachers shall receive curriculum rate of pay. Payment for collaborative plan will be made in a lump sum on the May 15 payroll. **This option will sunset at the end of the 2026-27 school year.**

Elementary Collaborative Plan Parameters

- All-building collaboration proposals should be designed as a joint effort between the BLT and the principal.
- The proposal does not need to be approved by HR.
- A vote must occur for any all-building collaboration plan. The vote must be by secret ballot and monitored by a BVEA representative and the principal.
- If certified staff does not vote for any all-building time, PLC teams may choose to participate in collaborative plan team by team. Example: K, 3rd, 4th, and the SPED PLCs could opt to meet in each of their PLC groups for a total of 18 hours. They will be paid for their time. 1st, 2nd, 4th, and specialists could opt not to participate.
- Educators may utilize the collaborative plan option to collaborate with one or more job-alikes in a different elementary building. Example: Elementary Art teachers from four different buildings could choose to collaborate for 18 hours outside of contract time if there is no all-building collaboration option in any of their buildings.
- The smallest unit of collaboration is two people.
- No one will be paid for more than 18 hours of collaborative plan time.
- Professional employees who participate will log their time.

Options for Elementary Collaborative Plan

- 75%+ of the certified staff who vote choose to have all-building collaborative plan for 18 hours outside of regular contract time.
- 75%+ of the certified staff who vote choose to have 9 hours of all-building time and 9 hours of PLC team time.
- If there is no all-building collaborative plan, educators may choose to collaborate with members of their PLC. At least two people must agree to collaborate to be eligible to receive the collaborative plan stipend.
- No one in the building participates in collaborative plan.

FURLOUGH GUIDELINES

The reduction of the number of personnel in a school district is a difficult situation. For all parties, the fear and apprehension create a great deal of uncertainty in the educational setting and in personal lives. In Blue Valley, provisions for the furlough of Professional Employees exist in the Negotiated Agreement. The purpose of this document is to provide guidelines for implementation of that section within the Agreement.

The following guidelines have been reviewed by the Blue Valley Education Association and Human Resources to provide a description of the furlough procedure to be implemented in the Blue Valley School District.

1. **Why is the furloughing of Professional Employees necessary?**

The school district's budget or enrollment has been significantly impacted. While a large percentage of the necessary financial reduction has been completed in areas other than personnel, the Board has decided that the overall number of staff members must be reduced for the district to have a balanced budget.

2. **What grade levels or subject areas will be affected by a furlough of Professional Employees?**

The final decision on which grade levels and/or subject areas will be impacted resides with the Board of Education. The Board may elect to have a committee provide information to the Board to assist in determining the areas to be affected and the number of Professional Employees to be reduced in each area.

3. **What criteria would be used to determine whether a grade level or subject area would be affected?**

Formal criteria have not been established. The development of criteria would be a responsibility of the Board. In general, the criteria in furlough would likely be similar to that of many district decisions, where the impact upon the people within the school district including students, staff, and parents must be determined.

4. **What procedure will be used to reduce the number of Professional Employees in a grade level and/or subject area once it has been identified for reduction?**

   A. **Level Assignment**

   Each Professional Employee of the school district who is likely to be affected by a staff reduction will be assigned to a level based upon his/her current teaching assignment in the school district. The levels are Elementary, Middle School, and High School.

   Professional Employees who have an assignment from Human Resources that divides their time between levels will be placed in the level which represents the greater percentage of the staff member's assignment. Professional Employees with an equally balanced assignment between levels will be given a choice as to which level they prefer to be classified.

   Professional Employees reporting directly to Education Services will be placed in a level based upon their last teaching assignment in the school district. Credit will be given for Education Services assignment years in the level and the grade level/subject area classification of the employee.

   Professional Employees currently on a leave of absence who have indicated in writing an intention to return to employment for the next school year, and who have seven (7) or more years of Blue Valley teaching experience, will be placed in a level and grade level/subject area classification based upon their last teaching assignment in the district. Professional Employees currently on a leave of absence who have indicated in writing an intention to return to employment for the next school year, and who have less than seven (7) years of Blue Valley teaching experience, will not be placed in a teaching assignment until all current employees have been placed through the provisions of the furlough guidelines.

   B. **Grade Level/Subject Area Assignment**

   Once a Professional Employee is placed in a level, the Professional Employee will then be assigned to a grade level or subject area assignment. The grade level/subject area assignments are as follows:

   Elementary

   Kindergarten

   1st grade

2nd grade
3rd grade
4th grade
5th grade
Art
Classroom Music
Counseling
ESOL
Instrumental Music
Library Media
Nurse
Physical Education
Reading
SPED by category/program
World Language

Middle School

6th grade
7th grade
8th grade
Art
Computer Science
Counseling
Drama/Speech
ESOL
Family and Consumer Science
Industrial Technology
Instrumental Music
Library Media
Nurse
Physical Education
SPED by category/program
World Language

High School

Art

Business
Computer Science
Counseling
English Language Arts
Family and Consumer Sciences
Health
Industrial Technology
Library Media

Mathematics
Nurse
Performing Arts – Instrumental Music
Performing Arts – Speech/Drama/Debate/Forensics
Performing Arts – Vocal Music
Physical Education
Science – Biology
Science – Chemistry
Science – Earth Space Science
Science – Physical Science
Science – Physics
Social Science – American Government
Social Science – American History
Social Science – Geography
Social Science – Psychology
Social Science – World History
Social Science – Other
SPED by category/program
World Languages

In cases of assignments in more than one subject area, a Professional Employee will be placed in one subject area, based upon the subject area where the greater percentage of the most recent teaching assignment occurs. Employees with an equally balanced assignment will be given a choice as to subject area classification.

In cases of assignments where a K-12 license is applicable, Elementary/Middle School/High School placements may be considered.

The grade level/subject area assignments listed may not be an inclusive list; therefore, Human Resources has the latitude to address assignments not listed if needed.

C. **Level Change**

A Professional Employee will be able to change levels only if the Professional Employee has teaching experience in the Blue Valley School District at the other level and is currently licensed/highly qualified to teach at that level.

D. **Grade Level/Subject Area Change**

A Professional Employee will be able to change grade level or subject area classifications only if the Professional Employee has teaching experience in the alternate area in the Blue Valley School District and is properly licensed/ highly qualified in the alternate area.

E. **Classification Deadline**

Professional Employees will be given a period of time to petition for a change in the level and/or grade level/subject area classification. It is the Professional Employee's responsibility to be familiar with the guidelines when considering a move to another level or grade level/subject area classification. Once a Professional Employee's classification is finalized, a Professional Employee may not change classification.

F. **Ranking**

After all the Professional Employees' classifications have been determined, staff members will be ranked within that classification based on district seniority.

G. **Previous Leaves of Absence**

Leaves of absence that resulted in the loss of one semester or less of employment will count in calculating years of seniority.

H. Part-Time Employment

Years of service at less than full-time employment (less than 1.0 FTE) will be credited.

I. Ranking Order

Professional Employees will then be positioned by ranking from high to low. In cases of ties, the date of Board appointment will serve to break the tie with the Professional Employee with the earliest date of Board appointment ranking higher. If the Professional Employees remain tied, the ranking will be decided by a coin toss.

Professional Employees with the highest numbers shall have the highest ranking.

Staff members to be furloughed will be notified by Human Resources.

5. What is the procedure for recalling Professional Employees from furlough?

A. Recall Within Classification

When an opening becomes available in an affected classification, a recall procedure will be implemented. Professional Employees on the furlough list will be offered re-employment with the district based upon their ranking. Professional Employees with the highest ranking in the affected classification shall be offered re-employment first.

The district will not employ Professional Employees new to the district in that classification prior to contacting all Professional Employees placed on furlough from the affected classification.

B. Other District Teaching Positions

Professional Employees who are furloughed may be considered for other openings in the district within other classifications, provided there are no Professional Employees within that classification currently on furlough. Decisions on hiring will be based upon qualifications, seniority in the district, licensure, experience, and administration's determination of the staffing needs of the building.

C. Recall Notification

Professional Employees will be notified of recall by certified mail at the Professional Employee's permanent address on file in Human Resources. A Professional Employee must respond to a recall notice within fourteen (14) days of receipt of the recall. If a Professional Employee does not respond with fourteen (14) days, such action will be interpreted as a resignation from the school district. Each Professional Employee is responsible for notifying Human Resources of any change of address or phone number.

D. Re-Employment Status

Professional Employees on furlough shall not receive salary schedule credit for the time on furlough. If a Professional Employee on furlough is re-employed by the school district, they shall receive appropriate credit for their experience and training similar to their placement at the time of furlough. Likewise, Professional Employees shall resume all accumulated leave and other benefits, including seniority, accrued at the time of furlough when re-employed.

6. What assistance will be provided to Professional Employees placed on furlough in locating a teaching position?

While it is hoped that all furloughed Professional Employees will be recalled to employment in Blue Valley, a commitment does exist to assist affected Blue Valley employees to locate a teaching position for the coming school year. Assistance to be provided by Human Resources will include workshops in interviewing and resume development, placement office contacts, and distributing a letter of availability and a letter of reference to Kansas City area school districts. Other potential techniques of assistance will be identified depending upon each individual's situation.

ITINERANT PROFESSIONAL EMPLOYEES

- Daily plan time per the Negotiated Agreement. This time is within the student day and outside of travel and lunch time.
- Duty free lunch
- Adequate travel time between buildings
- Mileage reimbursement for travel between buildings
- If extra duties are assigned, the time allocated to those duties must be outside of travel, planning, and lunch time.
- The Professional Employee is expected to review communications from each building in a timely manner.

PART-TIME PROFESSIONAL EMPLOYEES

- Professional Employees with an FTE (full-time equivalency) less than 1.0 will work a proportional amount of their FTE on professional learning and conference days.
- Professional Employees with an FTE less than 1.0 who are new to the district will be required to attend the entire new educator onboarding pre-service schedule for no additional pay.
- If a part-time Professional Employee is required by administration to be in attendance for longer than the employee's FTE, the overage time will be paid at the employee's per diem rate of pay. Professional Employees may work longer at their discretion, but those hours are not eligible for overage pay unless required by administration.
- Administration may require the part-time employee's attendance for the full amount of time for limited traditional and customary professional responsibilities for the building for the entire duration of the activity with no additional pay, with the exception of conferences. This includes, but is not limited to, graduation, Sneak Peek/ Meet the Teacher Night, and Back to School Night.

PARENTAL LEAVE

Eligibility and Procedure:

1. Notify your building principal. Contact Employee Benefits. You will receive a Family Medical Leave packet, if applicable.
2. Communicate with your building principal to provide input on possible substitutes.
3. NO LATER than the beginning of your third trimester, contact Substitute Services and Employee Benefits.

Available Leave:

You will use your accumulated temporary leave days, or you may use temporary leave under a leave without pay status. If you qualify for FMLA, you will be required to use your accumulated sick days.

Your Substitute:

1. Substitute assignment is ultimately the responsibility of Human Resources.
2. Two (2) days of overlap with your substitute may be provided, to be used as your principal designates – to plan before your leave begins and/or to follow up when you return.
3. Your due date is tentative, and your leave will be adjusted according to the birth of the baby. Contact Employee Benefits and Substitute Services soon after the baby is born.

FAMILY MEDICAL LEAVE ACT

Eligibility and Procedure:

1. Notify your building principal. You are eligible if you have been employed with the Blue Valley School District for 12 months and have performed at least 1,250 hours of service during the 12-month period immediately preceding the family or medical leave.
2. Contact Human Resources. You will receive your FMLA packet. Specific submission requirements are outlined in the packet. The Board of Education will respond to the request in writing.
3. You are entitled to leave for the birth of a child, adoption, for health care of an immediate family member, or personal health concerns.

   Coverage under our individual group health insurance plan will be maintained during the leave period on the same basis and under the same conditions under which coverage would have been provided had the employee continued to be employed without leave. Failure of the employee to reimburse Blue Valley Schools for payment of family and/or one-plus-one health insurance premiums within thirty (30) days during the leave will result in cancellation of coverage (written notice will be made 15 days before coverage ceases). Life Insurance may continue throughout the leave if the employee elects and pays the cost for the insurance.

   No employment benefits accrued prior to the date on which the leave commences shall be lost by reason of such leave except that accrued vacation, personal days, and/or sick leave days must be used.

Available Leave:

1. You are entitled to twelve (12) work weeks of FMLA leave, during any twelve (12) month period.
2. FMLA will be applied concurrently with any applicable paid or unpaid leave benefits available to the employee. You will be required to use any applicable paid leave before unpaid leave is taken.

FAMILY AND MEDICAL LEAVE ACT POLICY

This policy is adopted in compliance with the Family and Medical Leave Act of 1993 and shall be construed in accordance with that Act and all regulations issued pursuant thereto.

Definitions:

For purposes of this policy, the following definitions shall apply:

A. **Eligible Employee** – Any employee who has been employed by the Blue Valley School District for at least 12 months and who has performed at least 1,250 hours of service during the 12-month period immediately preceding the family or medical leave.

B. **Employee Benefits** – All benefits provided or made available by the Blue Valley School District to its employees, including, but not limited to, group life insurance, health insurance, disability insurance, sick leave, annual leave, and pensions.

C. **Serious Health Condition** – An illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical facility, or (2) continuing treatment by a health care provider.

D. **Health Care Provider** – A Doctor of Medicine or Osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices, or any other person determined by the Secretary of Labor to be capable of providing health care services.

E. **Parent** – The biological parent of an employee or an individual whose responsibility it is to care for and financially support a child, or in the case of an employee, those who had such responsibility for the employee when the employee was a child (hereinafter referred to as a person in loco parentis).

F. **Son or Daughter** – A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

G. **Reduced Leave Schedule** – Leave schedule that reduces an employee's usual number of hours per work week or hours per workday.

Types and Conditions of Leave:

A. **Circumstances Entitling an Eligible Employee to FMLA Leave**

An eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period for one or more of the following reasons:

1. Birth of a child – Entitlement to leave because of the birth of a child expires at the end of the twelve (12) month period that begins on the date of the child's birth; or
2. Placement of a child with the employee for adoption or foster care – Entitlement to leave because of placement of a child with the employee for adoption or foster care expires at the end of the twelve (12) month period that begins on the date of the placement; or
3. To care for the employee's son, daughter, spouse, or parent who has a serious health condition; or
4. Because of the employee's own serious health condition.

For purposes of this policy, the twelve (12) month period will be measured backward from the date an employee uses any FMLA leave. Accordingly, each time an employee utilizes FMLA leave, the remaining leave entitlement is the balance of the twelve (12) weeks that has not been used during the immediately preceding twelve (12) months. "Stacking" is therefore prevented.

B. **Entitlement to Intermittent Leave or Reduced Leave Schedule**

An eligible employee is entitled to leave taken intermittently or to a Reduced Leave Schedule, as defined above (G), only under the following circumstances:

1. Birth of a child – Intermittent Leave or Reduced Leave Schedule is not permitted.
2. Placement of a child with the employee for adoption or foster care – Intermittent Leave or Reduced Leave Schedule is permitted.
3. To care for the employee's son, daughter, spouse, or parent who has a serious health condition – Intermittent Leave or Reduced Leave Schedule may be taken only when medically necessary. When such leave is foreseeable due to planned medical treatment (such as surgery or other planned medical treatments), the employee shall provide at least thirty (30) days' notice to the Blue Valley School District before the leave is to commence, or as much notice as possible if thirty (30) days is not feasible. In the case of intermittent leave or Reduced Leave Schedule, the employee may be required to transfer temporarily to an alternative position for which he/she is qualified and which has equivalent pay and benefits to the employee's current position, which alternative position better accommodates recurring or intermittent periods of leave.

C. **Vacation, Sick Leave, and other Personal Days to be Taken; Remainder of Leave Unpaid**

When an employee elects to take leave pursuant to this policy, the employee must first use whatever unused vacation days and personal days the employee has accrued. Additionally, in the case of a serious health condition, the employee must first use whatever unused sick days the employee has accrued, unless they are covered under Worker's Compensation or Short/Long Term Disability Insurance. The unused days shall be subtracted from the twelve (12) weeks of leave provided hereunder to determine how much leave remains available to the employee. The remainder of the available leave shall be unpaid leave.

D. **Foreseeable Leave**

Where the leave requested pursuant to this policy is foreseeable, notice is required as follows:

1. If leave is requested due to the expected birth or placement of a child for adoption or foster care or planned medical treatment for a serious health condition of the employee or a family member, the employee shall give thirty (30) days advance notice prior to beginning leave. If leave must begin in less than thirty (30) days, the employee shall give notice as early as is practicable under the circumstances.
2. If leave is requested to care for an employee's child, spouse, or parent, or for the employee's own serious health condition, and requires planned medical treatment, the employee shall make reasonable efforts to schedule the treatment so that it does not unduly disrupt the operations of the Blue Valley School District, subject to the approval of the health care provider, and shall provide thirty (30) days prior notice of the planned leave. If it is not possible to give thirty (30) days prior notice of the planned leave, the employee shall give the Blue Valley School District as much notice as is practicable under the circumstances.

E. **Certification**

An employee's request for leave must be supported by certification issued by a health care provider. The certification must include, but is not limited to the following information:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition, and
    a. If the leave is requested for reasons of the illness of a child, spouse, or parent, a statement that the employee is needed to care for the child, spouse, or parent; or

b. If the leave is requested due to the employee's own illness, a statement that the employee is unable to perform the functions of his/her position because of his/her medical condition; or
c. If the leave requested is to be Intermittent or a Reduced Leave Schedule, the dates on which treatment is expected to be given and the duration of the treatment.

4. Blue Valley School District may require, at its expense, that the employee obtain a second opinion from a health care provider selected by, but not employed by, the Blue Valley School District. If the first and second opinions differ, the Blue Valley School District may require, at its expense, the opinion of a third, jointly selected health care provider, which opinion shall be binding.

Employment and Benefits Protection

A. Restoration to Position

Any eligible employee, who takes leave in accordance with this policy, is entitled upon return, to be restored to the same or an equivalent position, with equivalent employment benefits, pay and other terms and conditions of employment. Exceptions exist for certain senior management positions where restoration to employment would cause substantial and grievous economic injury.

1. Instructional Employees – Certain additional rules apply to instructional employees of primary and secondary schools.

   If an employee goes out on FMLA prior to November 15, then he or she may not return to work within the last ten (10) working days of the semester.

   If an employee goes out on FMLA prior to April 15, then he or she may not return to work within the last ten (10) working days of the semester.

B. Maintenance of Benefits

No seniority or other employment benefits accrue during the leave period, except as follows:

1. Coverage under the Blue Valley School District group health insurance plan will be maintained during the leave period on the same basis and under the same conditions under which coverage would have been provided had the employee continued to be employed without leave. Failure of the employee to reimburse the Blue Valley School District for payment of health insurance premiums within thirty (30) days during the leave will result in cancellation of coverage (written notice will be made 15 days before coverage ceases). Life/AD&D and Short/Long Term Disability Insurance may continue throughout the leave if the employee so elects and pays the entire cost for the insurance.
2. The Blue Valley School District may require repayment of any premiums paid by the District if the employee fails to return from leave for a reason other than, (1) continuation, recurrence, or onset of the serious health condition, or (2) circumstances beyond the control of the employee. To avoid repayment of premiums, the employee must provide certification of his/her inability to return to work for one of the two reasons given above.
3. No employment benefit accrued prior to the date on which the leave commenced shall be lost by reason of such leave, except that accrued vacation, personal days, and/or sick days must be used as set forth above.

Certification

As a condition of restoration, an employee who takes leave due to his/her own serious health condition shall be required to provide to the Blue Valley School District certification from his/her health care provider that he/she is able to resume work.

Records Retention

Blue Valley School District shall compile and retain all records pertaining to its compliance with the Family and Medical Leave Act of 1993, for a minimum of three (3) years.

EXTENDED LEAVE OF ABSENCE

Eligibility and Procedure

1. You may typically take an extended leave for a period of one semester or for one school year for personal health, care of an immediate family member, or for parental leave.
2. You must submit your request in writing to Human Resources. Extended leave must be approved by the Board of Education. You will receive their response in writing.
3. You must, by March 1 of the school year in which the leave has been granted, inform Human Resources in writing of a request for extension of leave, reassignment, or resignation for the subsequent school year. In the case of personal health, this notification date will be no later than May 15 of the school year in which the leave has been granted.
4. While on extended leave you may continue to participate in any fringe benefits, at your expense. Arrangements for paying for this benefit must be made in writing to the Employee Benefits Department prior to the beginning of the leave.
5. A Professional Employee with seven (7) or more consecutive years of service will be reassigned to his/her former position if it is available or assigned to an available position for which he/she is qualified and licensed. (See Negotiated Agreement)
6. A Professional Employee with fewer than seven (7) years with the district is limited to placement in an available position for which he/she is qualified and licensed.

Available Leave

While on extended leave, you may retain accumulated temporary leave. However, no additional temporary leave will accrue during the extended leave period.

1. Extended leaves are typically taken in semester increments. However, in the event of a personal health issue for you or for the care of an immediate family member, you may be able to return to work during the same school year.
2. If the leave is for your personal health issue, you must have your physician complete the District's Return to Work Authorization form and return the form to the Benefits Department *prior to* your return to work.
3. If there are any work restrictions, the district must evaluate those restrictions in advance of your return, to determine if the work restrictions can be satisfied.
4. If the leave is for the care of an immediate family member, you must complete and return the Intent to Return to Work form to the Benefits Department *prior to* your return to work.
    a. If you are on leave prior to November 15, you may not return to work within the last 10 working days of the semester.
    b. If you are on leave prior to April 15, you may not return to work within the last 10 working days of the semester.

Your Substitute

1. Substitute assignment is ultimately the responsibility of Human Resources.

2. Two (2) days of overlap with your substitute may be provided, to be used as your principal designates – to plan before your leave begins and/or to follow up when you return.

REIMBURSEMENT FOR UNUSED TEMPORARY LEAVE

ARTICLE III: LEAVES OF ABSENCE
SECTION A: TEMPORARY LEAVES

9. Reimbursement for Unused Temporary Leave
    a. Professional Employees with at least ten (10) consecutive years of service in the District as a Professional Employee who notify the District in writing of their upcoming KPERS retirement on or before February 1 shall qualify for reimbursement of unused temporary leave or $1,000 retirement recognition at the time of retirement or death. Professional Employees, or the estate, will receive the greater of the two amounts.
    b. The employee shall be compensated for unused temporary days according to the following formula: Number of most recent consecutive years of service in the District as a Professional Employee X four (4) percent X the current daily rate of substitute pay X the accumulated unused temporary leave days up to a maximum of one hundred forty-five (145) days.
    c. The maximum number of temporary leave days for which a Professional Employee will be compensated may not exceed one hundred forty-five (145) days.
    d. Professional Employees with at least ten (10) consecutive years of service in the District as a Professional Employee who notify the District in writing of their upcoming KPERS retirement between February 2 and that year's continuing contract notification date shall qualify for reimbursement of half of the employee's unused temporary leave or $500 retirement recognition unless one of the exceptions in the Personal Leave Guidelines is deemed applicable. If so, the reimbursement is as described in III. A. 9.a.
    e. Professional Employees with at least ten (10) consecutive years of service in the District as a Professional Employee who plan to retire at the end of the contract year and who notify the District in writing of their KPERS retirement on or before February 1 of that contract year shall receive $1,000 at the end of the contract year.

Exceptions to February 1 Notification Date for Full Reimbursement

1. Health issues of Professional Employee
2. Health issues of member of Professional Employee's family
3. Announcement of upcoming birth of grandchild
4. Death of immediate family member
5. Job transfer of spouse or partner
6. Business failure
7. Financial hardship
8. Lawsuit
9. Change in family structure (includes immediate family members)
    a. Divorce
    b. Adoption of child/grandchild

c. Fostering a child or children

10. Engagement/upcoming wedding of employee
11. Upcoming wedding of employee's immediate family member
12. Catastrophic event damages home (fire, tornado, flood)
13. Unexpected inheritance
14. Winning the lottery
15. Other events will be considered on an individual basis

PERSONAL LEAVE

Under the provisions of the Negotiated Agreement, Professional Employees may elect each year to use up to fourteen (14) days of temporary leave for personal leave. Up to five (5) days may be used consecutively. With the exception of extraordinary circumstances, per the Negotiated Agreement, requests for personal leave must be submitted via the online system five (5) school days prior to the requested leave day.

Normally, personal leave days may be used at the Professional Employee's discretion and are subject to the approval of the building principal, based upon continuity of the instructional program in the building. Personal leave requests may be denied if already approved requests throughout the district exceed anticipated substitute availability. Certain days of the school year may not be used for personal leave except under "emergency and extraordinary circumstances."

Those days are defined as:

1. Pre-service days
2. Student contact days in the first week of school
3. Last three contact days of the school year
4. Day before a school holiday (not including Labor Day, Martin Luther King Jr. Day, or Presidents' Day)
5. Professional Learning days
6. Conference days

Emergency and extraordinary circumstances are defined when all of the following occur:

1. Must be an event where the scheduling is not in the control of the Professional Employee and when the event cannot possibly occur at another time.
2. The Professional Employee's attendance at the event is required from a duty or responsibility perspective as opposed to pleasure or convenience.
3. Failure to attend the event would place a hardship upon the Professional Employee.

Examples of situations that might be considered as emergency and extraordinary circumstances would include, but are not limited to the following:

1. Unique family observances (parents' 50th wedding anniversary party, immediate family marriage, etc)
2. Required court appearances
3. Sudden family tragedies that require the Professional Employee's immediate attention
4. Trips awarded to a spouse when the dates of travel are not in the control of the Professional Employee and the absence does not exceed five consecutive days.

Examples of situations that are not emergency and extraordinary circumstances would include, but are not limited to the following:

1. Vacations
2. Travel convenience (including airline schedules)
3. Trips scheduled/paid for by another family member
4. Family reunions

Requests for personal leave on a restricted day must be submitted in writing to the Director of Human Resources. Personal leave on a restricted day is NOT approved until the Director of Human Resources has determined the parameters meet the guidelines of emergency and extraordinary circumstances.