

# **Negotiated Agreement**

**Between the  
Smoky Valley Educators Association  
and the  
Board of Education**

**Smoky Valley Public Schools  
USD #400**

**2016-17**

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## **GENERAL PROVISIONS**

### **By Reference**

Any agreements lawfully made by both parties are to become a part of each individual teacher's contract by reference.

### **Savings Clause**

Any portion of this agreement which is superseded by statute or regulation imposed by state or federal law shall be null and void, but the remainder shall be binding and in full force and effect after ratification by the Smoky Valley Educators Association and the Board of Education.

### **Duration Clause**

This agreement shall govern the rights as provided in this agreement of the Board and the Smoky Valley Educators Association during the effective period from July 1, 2016, through June 30, 2017. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. All sections of this agreement shall be continued in future agreements unless legally noticed as indicated in K.S.A. 72-5423. Both the Board and the Smoky Valley Educators Association agree that if there becomes a problem of significance and with the consent of both the Board and the Smoky Valley Educators Association, negotiations could resume for the purpose of attempting to solve the specific problem through negotiations.

### **Required Credit Acquisitions**

All teachers are expected to maintain an effective currency of formal contacts with academic and other educational developments. Additional academic preparation requirements of the Board shall coincide with state requirements for certification. All holders of life and continuing certificates are required to obtain six hours of graduate or undergraduate credit in a pattern similar to those who hold certificates requiring renewal. Teachers of sixty years and above are exempt from this requirement unless subject to state requirements.

### **Contract**

The Board of Education will provide each teacher with a copy of the negotiated agreement. A complete and reasonably current copy of all Board policies shall be placed in each attendance center.

**Smoky Valley USD #400  
Certified Salary Schedule 2016-17**

<b>Years Experience</b>	<b>BA</b>	<b>BA +12</b>	<b>BA +24</b>	<b>BA +36</b>	<b>MA</b>	<b>MA +9</b>	<b>MA +18</b>	<b>MA +27</b>	<b>MA +36</b>	<b>MA +45</b>
0	31,715	32,415	33,115	33,815	34,515	35,215	35,915	36,615	37,315	38,015
1	32,280	32,980	33,680	34,380	35,080	35,780	36,480	37,180	37,880	38,580
2	32,850	33,550	34,250	34,950	35,650	36,350	37,050	37,750	38,450	39,150
3	33,425	34,125	34,825	35,525	36,225	36,925	37,625	38,325	39,025	39,725
4	34,005	34,705	35,405	36,105	36,805	37,505	38,205	38,905	39,605	40,305
5	34,590	35,290	35,990	36,690	37,390	38,090	38,790	39,490	40,190	40,890
6	35,180	35,880	36,580	37,280	37,980	38,680	39,380	40,080	40,780	41,480
7	35,775	36,475	37,175	37,875	38,575	39,275	39,975	40,675	41,375	42,075
8	36,375	37,075	37,775	38,475	39,175	39,875	40,575	41,275	41,975	42,675
9	36,980	37,680	38,380	39,080	39,780	40,480	41,180	41,880	42,580	43,280
10	37,590	38,290	38,990	39,690	40,390	41,090	41,790	42,490	43,190	43,890
11	38,205	38,905	39,605	40,305	41,005	41,705	42,405	43,105	43,805	44,505
12	38,825	39,525	40,225	40,925	41,625	42,325	43,025	43,725	44,425	45,125
13	39,450	40,150	40,850	41,550	42,250	42,950	43,650	44,350	45,050	45,750
14	40,080	40,780	41,480	42,180	42,880	43,580	44,280	44,980	45,680	46,380
15		41,415	42,115	42,815	43,515	44,215	44,915	45,615	46,315	47,015
16			42,755	43,455	44,155	44,855	45,555	46,255	46,955	47,655
17				44,100	44,800	45,500	46,200	46,900	47,600	48,300
18					45,450	46,150	46,850	47,550	48,250	48,950
19					46,105	46,805	47,505	48,205	48,905	49,605
20						47,465	48,165	48,865	49,565	50,265
21							48,830	49,530	50,230	50,930
22								50,200	50,900	51,600
23									51,575	52,275
24										52,955

Placement for teachers with 0 - 3 years experience. Movement begins after acquiring 4 years teaching exp.

\*Longevity Pay = \$20 x # years experience only for those beyond the last row in their education column. (Per Full-Time Equivalency)

33,425 used as Base

## **Inclusions and Conditions**

The Superintendent shall have discretion allowing new employees full or partial experience and education depending on the quality of the applicant, the type of teacher needed, and the laws of supply and demand. Credit will not be given for more than actual experience and education.

1) Following placement on the salary schedule, a teacher may not move more than one vertical step per year, provided such step is available on the approved salary schedule.

2) To count towards movement across the columns of the salary schedule (degree plus hours), the semester hours shall be earned after the date of granting of that degree and prior to September 1 of the current contract year.

3) In order to place the teacher at the proper step on the schedule, all additional approved college hours must be reported to the district superintendent's office no later than the first day of school of the new contract year.

4) Teachers employed one-half time for a full year or full-time for one-half year shall be granted one full year experience on the salary schedule. A teacher's total years of experience transferred into the district will be rounded off to the nearest full year.

The Superintendent and Board of Education may allow employees to move laterally across the salary schedule from credits earned as a result of participation in the U.S.D. 400 Staff Development Program in addition to, or in lieu of, regular college/university hours according to the following conditions:

1. All in-service points used for salary enhancement must be earned through U.S.D. 400 In-Service Education Development Plan and approved by the Professional Development Council and the Board of Education.

2. In-service points used for salary enhancement must be earned as a result of a certified staff member using:

- a) His or her time. (i.e., evenings, Saturdays, summers)
- b) Professional leave as specified in the U.S.D. 400 contract for certified staff members.

3. In-service points are to be equated with college hours used for salary enhancement according to the following formula: 20 points equals one credit hour.

4. In-service points eligible for salary enhancement includes points earned since May 31.

### **Contract Day**

The teacher contract day runs from 7:50 a.m. until 4:20 p.m. each day. However, teachers may complete an on-site workday of 20 minutes prior to the start of school until 20 minutes after school is dismissed, unless school meetings or other conferences have been scheduled.

Additionally, if a meeting is called for time before the 7:50 a.m. contract time, teachers will be dismissed from on-site work 10 minutes after school is dismissed and will not be asked to stay for any meetings at the end of that day.

### **Longevity Pay**

Experienced teachers who are bottomed out and would fall below the last step in a particular column on the salary schedule based upon actual years of experience, shall receive longevity pay in addition to the last figure in that column. Longevity pay bonus will be \$20 times the number of years of experience.

### **Duty-Free Lunch**

All certified employees shall have a 30 minute lunch period free from assigned responsibilities. Teachers may volunteer to take supplemental duties during their lunch period but will be compensated accordingly.

### **Part-time Teachers**

The following guidelines apply to teachers who teach less than full time for the district:

1. Compensation for part time teaching shall be prorated based on the salary they would earn being a full time employee.
2. Part time teachers shall be provided planning time at the same percentage as their contract percentage.
3. Part time teachers who teach through the noon hour will be provided a lunch period.
4. Part time teachers will work the same percentage of time on work days as their contract percentage.
5. Part time teachers who teach half time (.5) or more are eligible for full fringe benefits from the district. Teachers who teach less than .5 and initially hired before March 1, 2003 are eligible for fringe benefits at the prorated percentage of their teaching contract. Teachers who teach less than .5 and hired after March 1, 2003 shall not be eligible to receive additional benefits.

## **Signing Bonus**

Many times it becomes difficult to recruit new fully-qualified instructors. The Board of Education reserves the right to implement a “one-time” signing bonus of \$1,500 on an as-need basis if it is determined the bonus could be the deciding factor in acquiring a specific teacher.

## **Pay for Supplemental Duties**

\$33,425 will be considered the base for computing supplemental salaries.

*(See Supplemental Salary Schedule on following page)*

Additional compensation shall be provided for all coaches, directors or sponsors whose duties are extended to Saturdays for athletic meets, scholarship contests, music events and performances, and any other non-contract days where students are in competition or performing. Such events must be approved in advance by the superintendent. The rate of pay will be \$50.00 for any such event requiring the employee’s presence and responsibility for four hours or more.

The principal may authorize the sponsors of dances and class sponsors to record hours of work for these activities within the limits set by the principal. The amount of pay per hour shall be that amount negotiated for student supervision.

The district will pay the amounts listed for supplemental duties, subject to change only when the activity changes substantially and subject to review by the negotiations teams.

Hourly student supervisor pay will be granted to National Honor Society to be set up administratively.



## **LEAVES**

Unless otherwise specified, “days” refers to “school days” and “Employee” refers to a professional bargaining unit member, and “immediate family” refers to the employee’s spouse, children, parents, sibling(s), and grandparents (including relatives by marriage such as “step” and “in-laws”).

### **PAID LEAVE**

Employees are granted fifteen (15) days paid leave per year and may accumulate a maximum of ninety (90) days paid leave during continuous service. Use of paid leave is available immediately after an employee reports for service on the first day of the contract year. Under this provision, employees will be released from their duty to report to work and will receive pay in accordance with the salary schedule and substitute coverage. Paid leave will be granted under the condition specified in the following categories:

1. **Sick Leave.** Sick leave is to be used for an employee’s own illness or disability. Disability is defined as a condition which prevents the employee from efficiently performing duties normally required under the contract of employment. Disability leave includes incapacity contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Teachers who are retiring with KPERS and/or the district early retirement plan shall be paid fifteen dollars (\$15.00) for each unused sick day up to a maximum of ninety (90) days.

2. **Family Illness.** An employee may take a maximum of fifteen (15) days paid leave per school year for essential attention to cases of illness among members of the employee’s immediate family. Family illness may not be taken due to the lack of child care. Additional paid days may be granted by the superintendent in consultation with the Board of Education.

3. **Maternity Leave.** An employee may use up to thirty (30) days of paid leave immediately after giving birth for the care of her newborn. If an employee gives birth during the summer (non-contracted time), the 30-days will begin immediately following the birth; not at the start of the contract year. Holiday release time during the contract year is not counted against the 30 days of paid leave. If an employee does not have thirty (30) days paid leave accrued, then additional days may be granted by the superintendent in consultation with the Board of Education. If all of the employee’s paid leave is depleted by use pursuant to this category, two additional days shall be granted to the employee on the first contract day she reports for service following this leave.

4. **Parental Leave.** An employee may take up to fifteen (15) days accrued paid leave following the birth of his child (father), the adoption of the employee’s child, or the placement of the employee’s foster child. If leave is requested during the summer (non-contracted time), the 15-days will begin immediately following the birth, adoption or foster placement; not at the start of the contract year. If an employee does not have fifteen (15)

days of accrued paid leave, then additional paid days may be granted by the superintendent in consultation with the Board of Education.

5. **Bereavement Leave.** The employee may take ten (10) days paid leave in conjunction with, and related to, the death of someone in the employee's immediate family. An employee may use a maximum of eight (8) hours per year to attend funerals of others. Advance notice for bereavement leave must be given to the building principal. Additional bereavement leave may be granted by the Superintendent when deemed appropriate.

6. **Personal Leave.** A maximum of 24 hours of paid leave per year may be used at the employee's own discretion to conduct personal business. A maximum of 24 "additional hours" may be granted with prior approval of the superintendent, with the understanding that the contract time taken will be deducted at the sub rate from the employee's next paycheck. Additional hours (beyond 48) shall be treated as **DEPLETED LEAVE**. Part-time teacher's personal leave hours shall be prorated accordingly.

The employee must file written notification of the date and time of the absence with the building principal prior to use. The administration must be given two (2) days notice prior to taking a personal day. Teachers are not allowed to take three (3) or more personal days in May without prior approval of the superintendent of schools.

The Board of Education shall compensate the employee for two (2) unused personal days at a rate of \$50.00 per day if the employee notifies the district office by **May 20**. Payment shall be made before June 30 of the school year. If the employee does not wish compensation or fails to notify the district office, the unused leave remains as part of the employee's accumulated paid leave. A maximum of two (2) unused personal leave days may roll forward to the next contract year's personal leave, not to exceed 40 hours. The 24 "additional hours" will be granted each year as well, but do not roll forward or accumulate.

## **UNPAID LEAVE**

**Leave of Absence.** An employee may be granted a leave of absence when deemed appropriate by the Board of Education.

**Depleted Leave.** After paid leave is depleted or an employee wishes leave for a purpose not covered by the paid leave provision in this agreement, unpaid leave may be granted by the superintendent. When leave is granted, 1/181 (1/184 for new teachers) of the employee's salary will be deducted from the employee's next pay check for each day of absence.

**Family Medical Leave.** Pursuant to the Family and Medical Leave Act (FMLA), federal law entitles eligible employees to take up to twelve (12) weeks unpaid leave each year for specified family and medical reasons. If the employee has accumulated sick leave,

this must be used first and will be counted toward the annual Family Medical Leave. Family and Medical Leave will be granted under conditions provided by the federal law and the USD 400 Family Medical Leave Plan. For more information, please contact the district office.

**Sick Leave Bank.** A sick leave bank will be established to aid certified employees in the event of an extraordinarily lengthy personal illness. The bank shall operate as follows:

1. At the beginning of each school year, a sick leave bank of forty (40) days shall be established by the Board of Education. Unused days will not accumulate from year to year.

2. The leave provided by the Sick Leave Bank shall be exclusive of any other sick leave provision and shall be limited to use for the prolonged illness or serious injury of an employee who has exhausted his/her own accumulated paid leave.

3. An employee may request use of up to a maximum of twenty (20) days from the Sick Leave Bank per contract year.

4. An employee shall submit written application to the superintendent and shall include an explanation for the request. In rare cases, written application may be considered retroactively. Verification of medical need may be required from a medical doctor designated by the superintendent. All expenses incurred to document the medical condition shall be the responsibility of the employee.

5. The sick leave bank shall be governed by a committee consisting of the superintendent, two board members, and two employees appointed by the association president.

6. The superintendent shall notify the applicant in writing regarding the action taken on the request.

**Professional Leave.** The Board of Education shall provide leave and subsidy for personal-choice educational-professional meetings within the limits of the following conditions:

1. Two (2) school days of leave are granted per year accumulative to four (4) days with substitute teacher coverage provided at school district expense. Leave will be counted on one-half day or full-day basis.

2. All leaves and subsidy arrangements must be approved in advance by the Superintendent of Schools.

3. The Board of Education shall establish a Professional Leave budget for each building.
4. All subsidies are granted for actual expenses incurred. Expense-subsidy requests must be supported by receipt forms bearing full identification of expenses incurred (nature of expenses with amount, place and date).

Reimbursement:

- a. The District will not provide reimbursement for meals when attending conferences or meetings. Any meal which is part of a program may be reimbursed at full cost.
  - b. The District will continue to pay lodging, but will pay the FULL amount and not be limited to \$70.
  - c. Transportation--Board policy (established annually) will determine payment for actual miles travelled in Kansas. When travelling out-of-state, reimbursement will be for the total cost of transportation on a public conveyance or the rate established by the Board per mile, whichever is least expensive for the school district.
5. Specific exclusions:
    - a. Subsidies will not be granted where college credit is given.
    - b. Subsidies will not be granted for expenses incurred in connection with K.N.E.A. and meetings which are not instruction oriented.
    - c. Teachers may be reimbursed for registration fees for seminars and workshops for an amount not exceeding that charged to those not seeking college credit, subject to the approval of the Superintendent.
  6. The professional development shall relate directly to the school improvement plan, subject area, or other curricular or managerial disciplines approved by the building principal.
  7. Any teacher who perceives their access to a building's professional development budget has been unreasonably denied has the right to appeal that decision to the PDC committee. The PDC committee has the authority to review the facts of the matter and make the final decisions on the appeal. The appeal may be done at the next scheduled PDC meeting. A special PDC meeting may be called if time constraints require a decision earlier than the next regularly scheduled meeting.

The term "year", as used in this article, is defined to mean the same as the fiscal year. (July 1 - June 30)

**Extended Personal Leave.** A paid leave of absence of up to one month shall be granted any teacher, upon application and superintendent approval, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; for a cultural, travel, or work program related to his/her professional responsibilities; provided said teacher shall give evidence of how such a leave shall enhance and enrich his/her curriculum.”

**Sabbatical Leave.** In order to improve the professional competence of its staff, the Board of Education may grant sabbatical leave of up to one (1) year for professional study (e.g., academic, internship, etc.) research, or travel to one (1) teacher in the district. To be eligible for sabbatical leave, a teacher must have taught in the district for five (5) years, although the Board may waive this requirement if extenuating circumstances exists.

A written application for sabbatical leave must be submitted by the teacher to the superintendent. The application shall include the teacher’s proposal for self improvement activities:

1. Specific courses, independent research projects, and/or plans for work or travel, with an estimate of the amount of time required for each activity.
2. An explanation of how the above activities will contribute to the teacher’s professional development. The applicant’s proposal will be reviewed by a committee composed of the superintendent, the building principal, the department dean, and an SVEA representative. This committee will submit its recommendation to the Board of Education for final approval by March 1. Upon completion of the sabbatical, the teacher will make a presentation or a written report to the above committee, summarizing his or her sabbatical activities, demonstrating the positive benefits of the sabbatical. If granted the leave, the teacher will be entitled to a salary from the district in an amount equal to the difference between the salary of a replacement teacher and the applicant’s salary had he/she remained in the system. The teacher will receive payment for academic hours according to current agreement. The teacher will be entitled to participate in the flexible benefit plan during the leave. The teacher agrees to teach at least one (1) year in the system following the sabbatical leave. The employee shall repay the salary received while on sabbatical in the event the employee does not return to employment in the district. The returning teacher will be assigned a position at least comparable to the position held prior to the granting of the sabbatical leave. On return to full-time employment with the district, the teacher shall be entitled to experience steps commensurate with the total number of years taught in the district and for educational steps earned while on leave. The teacher on leave will retain accumulated retirement and leave benefits.

### **Jury Duty.**

1. Each employee shall be paid his or her regular salary for days missed because of serving on jury duty.
2. For absence of the employee due to being called for jury duty, the employee shall be paid his/her regular salary and shall endorse all jury pay (except that allowed for actual expenses) over to the school district.
3. This leave shall not be charged against the employee's leave.

## **BENEFITS**

### **Academic Study**

The board will reimburse faculty members the actual cost of tuition including fees (excluding books and travel expenses) up to the amount of \$100.00 for each approved credit hour under the following guidelines:

1. "Hours" are defined as "semester hours".
2. Hours must be approved prior to participation in class.
3. Approvable hours must qualify for one or both of the following:
  - a. Hours must be those which accumulate toward an advanced educational degree. Such hours shall be on an approved advanced degree program which has been developed for the teacher by an N.C.A.T.E. institution. A copy of the program of courses shall be submitted to the Central Office with approval recorded there.
  - b. For teachers who have a Masters or other advanced degree, other hours which are specifically approved by the superintendent will be eligible for the academic study reimbursement when those hours have been determined to be beneficial and specific to a teacher's assigned area.
4. Payment will be made after receipt of transcript by Central Office. All transcripts submitted by June 10 will be considered for academic reimbursement for the current year.

5. The purpose of the Academic Study program is to develop highly qualified teachers in USD #400 for the benefit of Smoky Valley students. Teachers who will not be returning to the district the following school year are not eligible to receive tuition reimbursement.
6. The Board will place an expenditure limit of \$6,000 on the program per academic year. The amount of reimbursement will depend on the total number of transcript hours turned in by all approved teacher programs. The district office must wait until the end of the academic year before determining the amount of reimbursement per credit hour.

### **Activity Pass**

A lifetime activity pass shall be issued to each teacher of Smoky Valley Unified School District No. 400 who retires from service at age sixty (60) or older. This shall be retroactive for individuals whose last year of service was the school year of 1966-67.

### **Fringe Benefits**

Employer Paid Optional Benefits:

For each certified employee, employed one-half time or more, the Board shall allocate \$546.00 per month (\$6,552.00 annually), to be applied to participation in the Blue Cross-Blue Shield health insurance plan. A 30-day waiting period will be imposed for all new employees.

IRC 125 Cafeteria Plan:

The Board shall establish a plan including a (1) defined benefit program for health insurance and (2) a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each employee to execute a salary reduction agreement annually to cover all premiums for the employee's selected benefits. Once the annual allocation for each selected benefit is made, the only change which will be allowed is for a fluctuation in health care premiums or a change in family status as defined in the IRS regulations for IRC 125. Each certified employee executing a salary reduction agreement for benefits shall allocate an annual amount to be used for the purchase of benefits available under the IRC 125 Cafeteria Plan. Any unexpended money committed by the employee for one of these benefits remaining at the end of the contract year shall revert to the Board.

To meet compliance with Section 125 of the Internal Revenue Code, optional benefits into the cafeteria plan will include:

1. Dependent Care Reimbursement
2. Cancer Insurance

3. Dental Protection Plan
4. Disability Insurance
5. Medical Reimbursement Plan
6. Vision Insurance
7. Medical Insurance
8. Heart Disease, Heart Attack & Stroke

Annuities are a salary reduction and not a part of Section 125. All employees of USD 400 are eligible to participate in a 403(B) tax sheltered annuity plan. Please contact the district office if interested for more detail. The appropriate fringe benefit administrative agency will be selected by the association.

### **Posting of Vacancies**

Staff will be notified of all open certified vacancies prior to public advertisement.

### **Student Teacher Compensation**

Money received by the school district for supervision of student teachers will be paid directly to those teachers who sponsor and supervise said student teachers. If a student teacher is supervised by more than one teacher, the teachers involved shall divide the payment in proportion to the percentage of time in supervision.

### **EARLY RETIREMENT**

\*\*Any certified employee beginning work for the district **AFTER** July 1, 2013 will NOT be eligible for the current district early retirement plan.

### **Voluntary Early Retirement**

1. When used in this policy, the term “professional employee” means any person employed by the Board of Education in a position which requires a certificate issued by the State Board of Education and employed by the Board of Education in a professional educational or instructional capacity.
2. When used in this policy, the term “school year” means that period of time from July 1 to June 30 of any year.
3. Any professional employee: (a) Age sixty through sixty-four, may elect to take early retirement under the terms and conditions set forth in this policy (b) or one who meets the KPERS retirement plan.

4. A professional employee is eligible for early retirement if such person **meets each of the following criteria**: (a) is currently a professional employee of the school district; (b) will be at least sixty (60) years of age and not more than sixty-four (64) years of age on or before August 31 of the calendar year in which the professional employee intends to retire or anyone who meets the KPERS retirement plan; (c) has a minimum of twenty (20) years of employment in a public school system; (d) has a minimum of ten (10) years in the district to receive full early retirement benefits. A professional employee may receive 50% benefits if they have been employed in the district five (5) years; 60% benefits for six (6) years; 70% benefits for seven (7) years; 80% benefits for eight (8) years; and 90% benefits for nine (9) years of service in the district.
  
5. A professional employee applying for early retirement shall have the responsibility to provide all facts, information, verification and documentation necessary to prove eligibility for early retirement and to determine benefits to be paid.
  
6. A professional employee may apply for early retirement by giving written notice to the Superintendent of Schools. Such written notice shall be submitted on or before the 1st day of February preceding the anticipated retirement date; however, the Board of Education will have discretion to approve applications after February 1. Written notice shall include the following information:
  - a) a statement of the applicant's desire to take early retirement;
  - b) the anticipated date of retirement;
  - c) the applicant's birth date and age on the date of retirement;
  - d) the current mailing address and telephone number of the applicant;
  - e) the applicant's current base contract salary;
  - f) whether the applicant desires health insurance coverage through the school district health insurance program.
  
7. Following final action by the Board on any applicant for early retirement, the Superintendent of Schools shall notify the applicant, on or before April 10, in writing of the final disposition and the date and amount of annual early retirement benefits to be paid.
  
8. The annual individual early retirement benefit shall be a sum of money as shown below:

a.	Year 1	Year 2	Year 3	Year 4	Year 5	Total
60 years of age	\$11,000	\$11,000	\$8,000	\$7,000	\$6,000	\$43,000
61 years of age	11,000	8,000	7,000	6,000		32,000
62 years of age	8,000	7,000	6,000			21,000
63 years of age	7,000	6,000				13,000
64 years of age	6,000					6,000

9. During each school year the superintendent and/or clerk of the board shall calculate and determine the annual early retirement benefit for each professional employee who is eligible for early retirement. For the purpose of such calculations, it shall be assumed that the professional employee will retire on June 1 of the current year. Such early retirement benefits will be calculated based upon the age of the professional employee as of August 31 of the current calendar year. The amount of annual early retirement benefits shall be recorded in the professional employee's file.
  
10. The following terms and conditions shall apply to the school district's early retirement plan:
  - a) The early retirement benefits shall be payable by the school district in annual payments beginning with the approved board payables in July. Payments will be made into the district's established post retirement 403(b) plan according to the schedule outlined above but not to exceed the year of retirement and 4 years thereafter. Distributions from the 403(b) plan are subject to IRS regulations governing such distributions.
  
  - b) A professional employee taking early retirement, who has been with the District for a minimum of ten (10) years, shall have the option to maintain health insurance coverage at the employee's expense through the school sponsored health insurance program provided payment is made one (1) month in advance. This provision will be effective only if allowable by the insurance carrier and only until that time that the professional employee attains the age of sixty-five (65).
  
  - c) A professional employee who takes early retirement shall have the responsibility to keep the school district informed of his/her mailing address and telephone number.
  
  - d) A professional employee who takes early retirement may be eligible for employment by the Unified School District to include teaching, substitute teaching or classified work, if allowed by current KPERS law.
  
  - e) If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, the board and the Association shall within fifteen (15) days examine the alleged infraction and open negotiations to satisfactorily resolve the problem.

11. Upon the death of a retired employee, no benefits shall be paid.
12. Under extenuating circumstances, a teacher may enter voluntary early retirement with Board approval.

### **Workers Compensation**

Workers compensation insurance coverage is provided for all employees. Any injury must be reported to the building principal or central office administrator immediately. If the employee does not report the injury within ten (10) days, the claim may be denied. The district is required to furnish all necessary medical treatment and has the right to designate the treating physician. The district is only liable up to \$500 if the employee seeks treatment from a doctor not authorized by the district.

Workers compensation benefits are paid to an employee while he/she is losing time from work as a result of an injury or illness, which arises out of and in the course of their employment. Injured employees are not entitled to compensation for the first week they are off work unless they lose three consecutive weeks. The compensation payment is normally due at the end of the 14th day of lost time. The amount paid is based on 66 2/3% of the employee's average weekly wage up to a maximum of 75% of the state's average weekly wage. These benefits are subject to legislative changes.

## **WORKING CONDITIONS**

### **Early Resignation Notice**

In the event a teacher decides to leave the employment of USD 400, special compensation will be paid by the following time schedule:

resignation letter on or before Feb. 1	\$500
resignation letter on or before March 1	\$400
resignation letter on or before April 1	\$300

### **Work Year**

The work year shall consist of 181 contract days, and may include up to 180 teaching days. Teachers who are new to the district will have a 184-day contract. A committee composed of six (6) teachers (two from each building) and one administrator from each building shall meet with the superintendent to develop a school calendar for the next succeeding school year. (If a Staff Council exists, this responsibility is delegated to that

group.) The proposed calendar developed by the committee will be presented to the Board for consideration. If there are suggested changes, the calendar shall return to the committee for further discussion and any changes presented again.

### **Transfers**

Whenever changes in class, subject assignments, grade assignment, or transfer to another building are deemed necessary for the next contract year, such changes will be made after consultation between the employee and the superintendent.

Written notices of the changes in the transfer and/or assignment shall be given to the affected teacher. The teacher shall have fourteen (14) days, or until May 20, whichever is greater, to accept or resign the terms of the contract.

### **Reduction in Force**

The Board of Education has the responsibility and authority to determine the composition of the staff of professional employees necessary to implement and maintain the education programs of the district. In the event the Board decides that the size of the teaching staff must be reduced, whether in total or by grade level or department, the following criteria shall be used:

- 1) When possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.

In making staff reductions, the administration shall consider these items in the following rank order:

- 1) Competence as Reflected in Evaluations
- 2) Name and Length of Service in the District
- 3) Certification
- 4) Number of Years Teaching in the Field
- 5) Academic Preparation and Training
- 6) Course Assignments
- 7) Work and Activities That Support the Mission of the District

If a reduction in teaching force is in order, all teachers certified in the area shall have the opportunity to complete a RIF form I to be submitted to the administration. The form will include all areas of consideration, with the exception of the performance evaluation section. Teachers will also have an opportunity to comment on other information the teacher believes the administration should consider. These forms may be obtained from the district office.

The administration will compile all of the information and rate each of the categories in an effort to make a recommendation to the board.

#### Recall:

Any certified employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. For two (2) years after the effective date of a non-renewable pursuant to this policy, the Board shall not replace the employee whose employment has been non-renewed without first offering the position to the non-renewed employee. If several employees are both certified and qualified for a position that is now available, the Board, after receiving the advice of the superintendent and review of past evaluations, shall select the employee best qualified to fill the position. The offer to the employee shall be made by registered mail, return receipt requested. The employee shall have fifteen (15) calendar days to accept the position by written notice to the Board. Failure to accept within (15) calendar days or rejection of the offer eliminates all reemployment rights of the employee. If not accepted by that employee, the Board will offer the position to the next qualified employee. This procedure shall be followed until the position is filled or no qualified former employees remain. The position may then be offered to individuals who have not previously taught in the district.

#### **Preparation Time**

Forty (40) minutes preparation time shall be provided for each teacher. Smoky Valley High School operates on a modified block schedule. All seven periods, with respective daily planning periods for teachers, are scheduled on Monday, Tuesday and Friday. On Wednesday and Thursday, the block schedule is run with teachers having their planning period on one day or the other. On the day they do not have their scheduled plan period, it will be the intent of the school administration to not schedule those teachers for any student supervision during the activity block times, thus creating some planning time for teachers daily.

#### **Classroom Aides**

The administration and Board of Education recognize that in certain situations there may develop a need for a teacher aide. A teacher may present a concern to the Board through the administration.

#### **Assault**

The Board continues to recognize its responsibility to continue to give reasonable support and assistance to teachers and principals with respect to the maintenance of control and discipline in classrooms and related areas of teacher-pupil relationships. In order to assist the teachers and principals in recovery of personal material losses in

cases where assault and battery can be proven to have been inflicted by a pupil or pupils, the board will reimburse the staff member up to a maximum of \$650.00 per incident with specific item limitations judged on the basis of actual repair or replacement costs not covered by insurance.

### **Parent-Teacher Conference**

The administration may schedule evening Parent-Teacher Conferences once each semester providing that an equal amount of released time is given staff. At the elementary level, teachers may schedule parent-teacher conferences throughout the semester. Teachers have the flexibility to schedule the conferences (one each semester) when appropriate and timely to do so. Elementary teachers would take the same day off that the high school and middle school teachers would as equal released time.

### **Teacher Evaluation Procedure:**

1. Teachers in their first two years will be evaluated each semester by procedures as per Kansas statutes and U.S.D. #400 policy.
2. Teachers in their third and fourth years would be evaluated once per year by procedures as per Kansas statutes and U.S.D. #400 policy.
3. Teachers in their fifth year and beyond would be evaluated every third year by procedures as per Kansas statutes and U.S.D. #400 policy.
4. Every teacher would receive classroom visits by the building administrator (s). Written comments/feedback would be shared with the teacher. The opportunity to meet and discuss the informal observation and feedback would be the prerogative of either the teacher or administrator.
5. The district would be able to move an employee from an every other year evaluation cycle to a yearly cycle upon written notice. An employee on an intensive assistance evaluation cycle would be evaluated yearly. The district could still evaluate employees more often if needed.

### **Grievance Procedure**

**A. Purpose:** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may, from time to time, arise affecting teachers.

## **B. Definitions**

1. Grievance shall mean a complaint by a teacher, group of teachers or the Association based on an alleged violation, misinterpretation or misapplication by the district of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions of employment.
2. "Grievant" means any certified employee, except administrators, of the Unified School District No. 400, McPherson County, Kansas, having a grievance.
3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.
4. Day means any day excluding weekends and holidays as defined by state statute.

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

**Level 1.** A grievant shall first take up his grievance with his immediate administrative supervisor in private informal conference(s) advising the administration this is a grievance. Every effort shall be made to resolve the grievance in an informal manner. If any employee is dissatisfied with the outcome of the initial private conference(s), he may request a formal conference with his immediate administrative supervisor presenting his grievance in writing. Every effort shall be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) days of the request and a written and/or electronic record of the conference shall be kept.

**Level 2.** In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level 1, or in the event that no decision is reached within ten (10) days after the date of the formal conference at Level 1, he may appeal the matter in writing, sent certified mail with return receipt requested to the Superintendent of Schools. If the grievant appeals the grievance to the Superintendent, the Superintendent or his designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) days after the appeal has been received by the Superintendent. A written and/or electronic record of the conference shall be kept. If the grievant does not appeal the grievance to the Superintendent within thirty (30) days after the formal conference of Level 1, the appeal of the grievance shall automatically be waived.

**Level 3.** If the grievance is not resolved to the satisfaction of the grievant or if no decision is made within twenty (20) days after the date of the Level 2 conference with the Superintendent or his representative, then the grievant may appeal the grievance to the Board of Education for the purpose of an administrative hearing by submitting a written request to the clerk of the board within ten (10) days after the Superintendent or his designated representative has rendered a decision or after the expiration of said twenty (20) days. The Board of Education shall, within thirty (30) days after certified receipt of the written request, meet and confer with the grievant and render a decision to be submitted to the grievant in writing within ten (10) days after the administrative hearing date at Level 3 which will be the final administrative disposition of the grievance. The record of the administrative hearing at Level 3 shall be kept in accordance with applicable Kansas statutes.

**Level 4.** If the grievance is not resolved to the satisfaction of the grievant, the grievant has ten (10) days to appeal the grievance through arbitration. There will be three arbitrators on the committee to decide the case. One arbitrator shall be chosen by the grievant, one arbitrator by the Board of Education, and the third member shall be chosen by the aforementioned arbitrators. There will be a twenty (20) day time limit to select all three arbitrators. The Board of Education and the grievant have ten (10) days to make their selections and the two arbitrators selected have ten (10) days in which to make the third choice. In case of an impasse at finding an agreeable third candidate by the end of the ten (10) days, the District Court will be asked to appoint the third arbitrator. Costs of arbitration shall be split by the board and the grievant. The Board pays for their choice, and the grievant pays for his/her choice; the Board and grievant equally split the costs of the third arbitrator. The mutually selected arbitrator shall preside over the arbitration hearing (s) and shall have the power to call witnesses and have access to all files as required by law and as needed by the panel. Proceedings will be tape recorded and transcribed verbatim by each side. The arbitration panel shall be encouraged to reach a decision after one session.

After no more than ten (10) days deliberation, a decision shall be rendered. A 3-0 decision shall be binding to both the Board of Education and the Smoky Valley Educators Association.

**D. Supplemental Conditions:**

1. All individuals involved, and all others who might possibly contribute to the acceptable resolution of a grievance, are authorized and urged to testify with the full assurance that no reprisal will follow by reason of such testimony.
2. At each step of the procedure for resolving grievances after the initial private conference(s) with his immediate administrative supervisor, the grievant may or may not

be accompanied by others who might contribute to the acceptable resolution of the grievances, including the accompaniment of legal counsel for advisements.

3. Grievance hearing shall be conducted so as to honor confidentiality in accordance with the spirit and prescriptions of an executive session of a Board of Education as set forth and as applicable in K.S.A. 75-4319. Information concerning the grievant's hearing or discussion of the grievance shall be kept in confidence by all participants with only essential parties being apprised of the situation.

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

5. It is the responsibility of the grievant to utilize the procedure for resolving grievances as soon as he is aware of a grievance.

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

7. Only the employee affected may file a grievance or an appeal from levels one (1) and two (2).

8. The filing of a grievance at all levels shall be in writing and shall be reasonably specific as to the nature of the complaint. The statement of grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date and place of the event or act and the names and addresses of any witnesses thereto.

9. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

10. Year-end grievance - In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school contract year and if left unresolved until the beginning of the following school contract year could result in irreparable harm to a party in interest, every effort shall be made to reduce the time limits herein so that the grievance procedure may be exhausted prior to the end of the school contract year.

### **Teacher Complaints**

A teacher will be notified of names and specific incidents of written complaints against the teacher from parents, citizens, students or school personnel within two (2) working days of the complaint being received. When verbal complaints are received, the receiver should always request the complaint be shared directly with the teacher. If the concern is not shared directly, the administrator makes the determination of whether or not to

share the concern with the teacher. No issues of concern shall be a part of the teacher's evaluation unless it has been previously shared in writing. A teacher will have the opportunity to respond to any complaints shared by the administrator. All complaints shall be subject to review and adjustment through the grievance procedure.

### Sensitive Conference

If an administrator needs to meet with a teacher concerning an issue that may be considered sensitive, the administrator will provide the teacher with advance notice of the conference topic. Should the issue be so sensitive as to keep the teacher from returning to their classroom, provisions will be made to cover the class. If the protection of the teacher's rights becomes an issue, the teacher may request the presence of a teacher advocate at future conferences concerning the matter. At any time, if either party becomes uncomfortable or feels threatened and unable to continue, the meeting will be stopped and rescheduled.

## **ASSOCIATION RIGHTS**

### **Payroll Deduction**

Any teacher who is a member of the association, or who has applied for membership, may sign and deliver to the board an assignment authorizing deduction of dues in the association which sum shall be the amount as established by the association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the S.V.E.A. Constitution and By-Laws. Pursuant to such authorization, the Board shall deduct one-eighth of such dues, from the regular salary check of the teacher each month for eight (8) months, beginning in October and ending in May of each year.

### **Presidential Leave**

The delegates of the Smoky Valley Educators' Association will each be granted two (2) days of leave for attendance at the "delegate assembly" of the Kansas National Education Association or an equivalent meeting without deduction of personal pay.

**COMPLETE AGREEMENT**

It is understood and agreed to by and between the parties that this agreement contains the complete agreement and understanding by and between the parties with regard to all terms and conditions of employment which the parties were required to negotiate under the laws of the State of Kansas.

**APPROVAL**

This agreement shall become effective July 1, 2016, as it was ratified by a majority of the members of the Board and a majority of the certified employees. All articles of this agreement shall continue in full force and effect to and including June 30, 2017, and thereafter for successive contracted periods, unless changed through negotiations.

**Smoky Valley Educators Association**

*James M. Henderson*  
*Robin A. Roets*  
*Jennifer J. Teelberg*

**Board of Education, U.S.D. #400**

*Harold Smith*

**RATIFICATION**

This agreement shall become effective July 1, 2016, as it was ratified by a majority of the members of the Board and a majority of the certified employees. All articles of this Agreement shall continue in full force and effect to and including June 30, 2017, and thereafter for successive contracted periods, unless changed through negotiations.

**Smoky Valley Educators Association**

By *Robin A. Roets*  
SVEA President

By *Jenna S. Patten*  
SVEA Secretary

**Board of Education, U.S.D. #400**

By *[Signature]*  
Board President

By *Camela Stalcup*  
Board Clerk

# Smoky Valley USD 400 2016-17 School Calendar

126 S Main, Lindsborg KS 67456  
785-227-2981 • www.smokyvalley.org

August 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S 10 / T 13

September 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

S 20 / T 21

October 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S 13 / T 14  
(43 total 1st qtr.) S 5 / T 6 2nd qtr.

November 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

S 18 / T 19

December 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S 12 / T 12  
35 total 2nd qtr.

**August**

10-12.....New Teacher Orientation  
15.....First Day for All Teachers  
18 (1:30 Dismissal).....First Day of School  
K-8 & Orientation for SVHS Freshmen & New Students  
Kindergarten Begins - Half Days August 18-26  
Pre-K Scheduled Testing Times August 18-26  
19.....First Day of School for Grades 10-12  
29.....Kindergarten - Start All Day Classes  
Pre-K Start Classes

**September**

5.....NO SCHOOL - Labor Day  
6.....NO SCHOOL - Teacher Inservice

**October**

3.....NO SCHOOL - Teacher Inservice  
20.....End of First Quarter (43 student days)  
21.....NO SCHOOL Teacher Workday  
28.....NO SCHOOL - P/T Comp. Day

**November**

7.....NO SCHOOL - Teacher Inservice  
23-25.....NO SCHOOL - Thanksgiving Break

**December**

16.....End of First Semester (35 student days)  
19-30.....NO SCHOOL - Christmas Break

**January**

2.....NO SCHOOL - Teacher Workday  
3.....Classes Resume  
16.....NO SCHOOL - Teacher Inservice

**February**

6.....NO SCHOOL - Teacher Inservice  
24.....NO SCHOOL - P/T Comp. Day

**March**

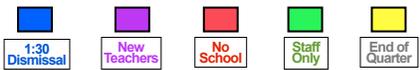
2.....End of Third Quarter (39 student days)  
3.....NO SCHOOL - Teacher Workday  
6.....NO SCHOOL - Teacher Inservice  
20-24.....NO SCHOOL - Spring Break

**April**

3.....NO SCHOOL - Teacher Inservice  
14.....NO SCHOOL - Good Friday  
17.....NO SCHOOL - Easter Break

**May**

12.....NO SCHOOL - All Schools Day  
23.....Last Day for Students (48 student days)  
24.....Last Day for Teachers - All Day Workday



January 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S 20 / T 22

February 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

S 18 / T 19

March 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S 2 / T 2 days - (40 total 3rd qtr.)  
S 14 / T 16 days - 4th qtr.

April 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

S 17 / T 18

May 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S 16 / T 17  
47 total - 4th qtr.

Teacher Contract Days 181 (includes 9 Inservice Days, 5 Workdays & 2 PT Comp. Days); New Teacher Contract Days 184; Student Days - 165

updated 06.20.16