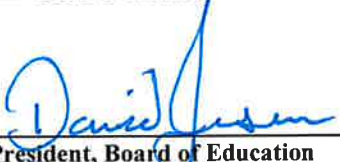


2022-23

**NEGOTIATED AGREEMENT
BETWEEN
THE BOARD OF EDUCATION – USD #340
AND
THE JEFFERSON WEST EDUCATORS ASSOCIATION**



President, Board of Education

1/6/2023
Date



President, JWEA

12-20-2022
Date

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ARTICLE I: DURATION OF AGREEMENT

A. This agreement is made between the Board of Education – USD #340 (Board) and the Jefferson West Educators Association (JWEA) for a period of ***one (1) year*** commencing ***July 1, 2022, and ending June 30, 2023.***

B. The Board and JWEA agree to define Teacher as any employee of the School District (other than administrative employees) who is regularly assigned, on a part-time or full-time basis, to the teaching staff of the district in a position, which requires a license or certificate issued by the State Department of Education. Teacher includes elementary and secondary classroom teachers, reading specialist; counselors; and librarians. The term “Teacher” shall not include substitute teachers or instructional aides. When used in the singular it shall include the plural. The association will be notified of any additions or deletions to this list.

For the 2021-2022 year the Board agrees to compute increases on the salary schedule on a percentage basis for each cell.

- 1.) Early Retirement Bonus – For the **2022-2023** school year. The Board of Education will provide a one-time bonus incentive for any teacher submitting a letter for retirement at the end of the current school year by November 15th of current contract year. The bonus retirement incentive would be based on the following years of service in the USD 340 Jefferson West District. **This provision will sunset at the end of the 2022-2023 school year or before if the Board of Education adopts a formal policy presented by the joint committee.**

25 years of service to USD 340 a one-time payment of \$5,000
26 years of service to USD 340 a one-time payment of \$6,000
27 years of service to USD 340 a one-time payment of \$7,000
28 years of service to USD 340 a one-time payment of \$8,000
29 years of service to USD 340 a one-time payment of \$9,000
30 years of service to USD 340 a one-time payment of \$10,000

**This amount will not be included in KPERS contributions nor have an impact on your KPERS final average salary.*

- 2.) The Board agrees to **continue** a joint committee to determine if **insurance incentive is a viable option for early retirement.**

3.) The Board agrees to **continue** to review the additive schedule in the **2022-23** school year to determine the viability and equity of said schedule. **The committee will present recommendations to be presented by the May 2023 regularly scheduled board meeting as it becomes clear how the legislature will handle student finance with the new CPI provision that is in the current statute.**

- 4.) The Board agrees to form a joint committee to review the due process language presented by JWEA. This committee will be made up of one building administrator per

attendance center, one teacher from each building, superintendent, and two board of education members. The committee will present their recommendations by the April 2023 regularly scheduled meeting.

Due to the ever-changing nature of covid and the ongoing concerns with this virus the Board understands there may be a need to come together to discuss creating a memorandum of understanding and agrees to do so.

ARTICLE II: SALARY SCHEDULE 2022-2023

Step, Movement \$228 added to base and each cell

STEP	BS	BS + 15	BS + 30	BS + 45 MS	BS + 60 MS + 15	BS + 75 MS + 30	BS + 90 MS + 45
1	43,100	44,120	45,139	47,142	48,326	49,511	50,693
2	43,620	44,640	45,659	47,662	48,846	50,031	51,213
3	44,140	45,160	46,179	48,182	49,366	50,551	51,733
4	44,660	45,680	46,699	48,702	49,886	51,071	52,253
5	45,180	46,200	47,219	49,222	50,406	51,591	52,773
6	45,700	46,720	47,739	49,742	50,926	52,111	53,293
7	46,220	47,240	48,259	50,262	51,446	52,631	53,813
8		47,760	48,779	50,782	51,966	53,151	54,333
9		48,280	49,299	51,302	52,486	53,671	54,853
10		48,800	49,819	51,822	53,006	54,191	55,373
11			50,339	52,342	53,526	54,711	55,893
12			50,859	52,862	54,046	55,231	56,413
13			51,379	53,382	54,566	55,751	56,933
14				53,902	55,086	56,271	57,453
15				54,422	55,606	56,791	57,973
16				54,942	56,126	57,311	58,493
17					56,646	57,831	59,013
18					57,166	58,351	59,533
19					57,686	58,871	60,053
20					58,206	59,391	60,573
21					58,726	59,911	61,093
22						60,431	61,613
23						60,951	62,133
24						61,471	62,653
25						61,991	63,173
26							63,693
27							64,213
28							64,733
29							65,253
30							65,773

ARTICLE II: SALARY SCHEDULE (cont)

The Board of Education agrees to increase the base salary to \$43,100 for the 2022-2023 school year. The Board of Education will negotiate a percentage increase for the 2023-2024 school year.

The Board of Education, as negotiated with JWEA, agrees to provide **one column of movement** to those that provided notice to the District of intent to move on the salary schedule (per Article II Letter K), placement that accurately reflects their years of experience with the bottom step in column 7 to be step 30.

- A. Each professional employee shall advance **one step on the salary schedule** for the prior year's service. Salary schedule progression shall be applied once each year on the first day of each contract year. In the event of fiscal hardship, a suspension of this language will be by mutual agreement by both the Board and JWEA for the purpose of securing a contract.
- B. Certified employees will be paid \$20.00 per hour for Board of Education approved curriculum work outside the regular duty day.
- C. The district will re-enroll in the current health plan for the next three years, beginning in the **2022-23** school year. The district will pay the employer rates as listed on the KHPA Non-State Group Monthly Base Rate Sheet, for the years **2022-23, 2023-24, 2024-25** with employer rates as determined on July 1, of that contract year for qualified KPERS contributing individuals. The Health Care Committee will educate staff on methods to ensure insurability and will review and recommend insurance coverage to the BoE based on research gathered over the next three years.
- D. Teachers new to the district will be credited with degrees and hours placing them in the appropriate column based upon the following criteria beginning from: 1) the date endorsed to teach by the parent institution and 2) the date of eligibility for certification by the Kansas State Department of Education. Any teacher hired by the district prior to 1997-1998 may move across the salary schedule without earning a master's degree. Teachers new to the district in 1997-98 and beyond cannot move beyond Column 3 without a master's degree.
- E. The Board of Education reserves the right of initial placement on the salary schedule of teachers new to the district. Teachers will be placed on the salary schedule congruent to current staff member education and experience.
- F. Teachers who teach less than full-time shall be paid a prorated portion of the salary paid for a full-time teacher with the same education and experience. Teachers who teach less than full-time shall progress on the salary schedule in the same manner as a full-time teacher. Teachers who are on an extended contract shall be paid their daily rate of teaching pay for the fiscal year in which service is rendered.
- G. Teachers moving across the schedule are allowed to advance down only one step regardless of years' experience.
- H. College hours will be submitted to the Superintendent before a class is taken to be credited toward advancement on the salary schedule. Hours will be in an approved advanced degree program or applicable to the teaching field.

- I. An official transcript or grade report followed by an official transcript, of college hours earned since fulfillment of the last contract must be on file in the Central Office by September 1st to entitle a teacher to any adjustment on the salary schedule.
- J. Professional Development Points approved by the local Professional Development Committee (PDC) shall be credited for movement at the rate specified in the Professional Development Plan.
- K. Teachers must provide written notification to the Superintendent of their intention to move horizontally across the salary schedule on or before the official date teachers must notify their district of their intentions to leave the district as dictated by law.
- L. If the district loses or gains more than \$50.00 per student during the 2013 fiscal year, the Board and/or JWEA agree to reopen the negotiations for the purpose of negotiating salary.
- M. All annual contract amounts shall be rounded off to the nearest dollar.

The Board of Education will provide TWO retention payments of \$500 (\$1,000 per employee) after tax to all district employees who were employed on or before August 1st, 2022, to be paid from the district's ESSER III allocation if an agreement is ratified by JWEA on or before November 4th and presented to the Board of Education for approval at the November 14th regularly scheduled meeting. This is a one-time provision for the 2022-2023 contract year contingent on ESSER III application approval for retention based incentives. Paid in December 2022 and June 2023.

The Board of Education will provide two additional duty-free days on the current 2022-2023 school calendar, pending full Board of Education approval; March 10, 2023 and April 10, 2023. This amendment will sunset at the end of the 2022-2023 contract year.

ARTICLE III: ADDITIVE SCHEDULE

Percentages are applied to the base salary. Each step in column 1 is 103% of the previous step; column 2 is 104% of the previous step; and column 3 is 105% of the previous step. The Board of Education agrees to one step movement on the Additive schedule for the compensation paid for duties covered by the Additive Schedule for the 2021-22 school year.

	HIGH SCHOOL	MIDDLE SCHOOL
GROUP 1	PEP CLUB SADD NHS SKILLS USA THESPIANS	ASST SPIRIT CLUB INTRAMURALS
GROUP 2	JOURNALISM HOMECOMING SR CLASS SPONSOR PROM SPONSOR SPANISH CLUB	ELEMENTARY MUSIC SCHOLASTIC BOWL
GROUP 3	ASST PLAY ASST MUSICAL YEARBOOK SCHOLASTIC BOWL ASST WEIGHTS/CONDITIONING ASST FORENSICS STUCO ASST WESTSTEPPERS	SPIRIT CLUB WEIGHTS/CONDITIONING
GROUP 4	ASST GOLF PLAY MUSICAL PEP BAND ASST CHEERLEADING	CHEERLEADER
GROUP 5	ASST CROSS COUNTRY	ASST VOLLEYBALL ASST WRESTLING ASST TRACK FCCLA
GROUP 6	ASST TRACK ASST VOLLEYBALL ASST BASEBALL ASST SOFTBALL WEIGHTS/CONDITIONING CHEERLEADER WESTSTEPPERS	ASST FOOTBALL ASST BASKETBALL CROSS COUNTRY
GROUP 7	HEAD GOLF HEAD CROSS COUNTRY ASST BASKETBALL ASST FOOTBALL ASST WRESTLING FORENSICS	HEAD TRACK COMB B/G HEAD VOLLEYBALL HEAD WRESTLING

GROUP 8	HEAD TRACK (boys or girls) FBLA DEBATE	HEAD FOOTBALL HEAD BASKETBALL
GROUP 9	HEAD VOLLEYBALL INSTRUMENTAL MUSIC 5-12 VOCAL MUSIC 6-12 ASST FOOTBALL DEF COOR HEAD BASEBALL HEAD SOFTBALL	
GROUP 10	HEAD FOOTBALL HEAD BASKETBALL HEAD TRACK COMB B/G FCCLA & VOC SPONSOR FFA & VOC SPONSOR HEAD WRESTLING	
GROUP 12	ACTIVITIES/ATHLETIC DIRECTOR	

- A. Head coaches shall receive only Additive Schedule compensation should an assistant coaching position go unfilled. However, the Board may review individual cases if application is made by the head coach. The Board may (or may not) grant additional compensation if sufficient participants warrant.
- B. The head sponsor and assistant sponsor(s) may divide evenly the amount established for the activity or club position(s). If no assistants are available, the head sponsor shall receive normal compensation plus that of one assistant.
- C. Creation of new positions not presently included in the additive schedule may be added at the discretion of the Board. However, the amount of compensation to be paid for any such position will be negotiated between the Board and JWEA before compensation can be paid; in accordance with the state statute.
- D. Additional contract days may be approved by the Board of Education for an individual teacher contract. Each additional contract day added will be at the rate of 1/185th of the teaching contracted salary, for the current year. In the event a change is to be made to the number of days of an extended contract the Board of Education will notify the affected employee prior to Board action. Notification will occur by the May Board meeting.
- E. The Board of Education will compensate any teacher teaching Highland Community College class or classes during the regular school day, 50% of the money paid by HCC per teacher per semester for each course title beginning with the 2018-19 contract year. Courses taught with lower than a minimum enrollment of 6 students will be compensated in the amount of \$500.00 for the semester beginning with the 2019-2020 contract year.
- F. The Board of Education will compensate any teacher teaching an Advanced Placement class during the regular school day, \$500.00 total per teacher per year, regardless of number of classes being taught.
- G. The Board of Education will compensate one Building PDC Representative per building 3% of the District Base.
- H. The Board of Education will compensate each teacher \$500.00 per year while maintaining National Board Certification.

- I. A teacher mentoring experienced teachers new to the district shall be compensated at \$500 for the year. A teacher mentoring a teacher new to the profession will be paid through funding from the state mentoring plan.

ARTICLE III: 2022-23 ADDITIVE SALARY SCHEDULE

Group 1	0-4 years	432	5-9 years	490	10+ years	601
		445		510		631
		458		530		663
		472		551		696
				573		
Group 2	0-4 years	862	5-9 years	980	10+ years	1204
		887		1019		1264
		914		1060		1327
		941		1103		1394
				1147		
Group 3	0-4 years	1293	5-9 years	1469	10+ years	1805
		1332		1528		1895
		1372		1589		1990
		1413		1652		2089
				1718		
Group 4	0-4 years	1725	5-9 years	1959	10+ years	2406
		1776		2037		2526
		1830		2119		2653
		1885		2204		2785
				2292		
Group 5	0-4 years	2155	5-9 years	2449	10+ years	3009
		2219		2547		3159
		2286		2649		3317
		2355		2755		3483
				2865		
Group 6	0-4 years	2586	5-9 years	2939	10+ years	3610
		2664		3057		3790
		2744		3179		3980

		2826		3306		4179
				3439		
Group 7	0-4 years	3016	5-9 years	3428	10+ years	4211
		3107		3656		4421
		3200		3708		4643
		3296		3856		4875
				4010		
Group 8	0-4 years	3448	5-9 years	3918	10+ years	4814
		3551		4075		5054
		3658		4238		5307
		3768		4407		5572
				4584		
Group 9	0-4 years	3880	5-9 years	4408	10+ years	5415
		3996		4585		5685
		4116		4768		5970
		4239		4959		6268
				5157		
Group 10	0-4 years	4310	5-9 years	4898	10+ years	6016
		4439		5094		6317
		4572		5298		6632
		4709		5510		6964
				5730		
Group 12	0-4 years	5176	5-9 years	5877	10+ years	7220
		5332		6112		7581
		5492		6357		7960
		5656		6611		8358
				6875		

ARTICLE IV: REIMBURSEMENT FOR ADDITIONAL TRAINING

- A. Reimbursement for College Hours: Upon presentation of an official transcript, or grade report followed by an official transcript, teachers earning (See Article II: H) approved hours (not necessarily graduate hours) shall be reimbursed a one-time payment for such hours at the rate of \$100 per hour for undergraduate credit and \$140 per hour for graduate credit, up to and including 16 hours per year. Except with the superintendent's approval, no more than six hours per school year, preferably three (3) hours per semester, shall be approved for reimbursement under this provision. Courses must be in the teacher's assignment area, part of an advanced degree program, or part of an additional teaching endorsement program. A teacher may receive reimbursement for eight college credits for weekend intensive courses or from similar classes. Short, intensive courses that are part of an official advanced degree program will not be limited to eight credits per year. Weekend intensive classes shall be defined as those that may earn credit for a single weekend's (Friday after the duty day, Saturday, and Sunday) work. Those classes extending beyond the weekend, or meeting for multiple weekends shall not be counted as "weekend intensive". Also, any classes defined as "weekend intensive" which are a part of a master's degree program or higher will be exempt.
- B. Reimbursement for additional training: Points shall be awarded in compliance with KAR 91-1-218. All points awarded by the PDC will be allowed for salary schedule movement. Additional college credits/approved in-service points earned prior to the first day for the current year shall be filed with the Superintendent no later than September 10 of each school year.
- C. Upon approval of the Superintendent, a teacher may serve five (5) days on a state-sponsored or university-sponsored education committee. A teacher may only serve on one such committee per school year.
- D. Reimbursement for Additional Training: The Board agrees to reimburse the per credit hour cost, up to \$400 per credit hour, per graduate credit hour a teacher is required to earn to be certified to teach a Jefferson West mutually agreed upon dual credit college class already assigned to teach. The Board will reimburse up to 12 hours per year for this purpose. Compensation of credit hours for new dual credit classes will be mutually agreed upon.

ARTICLE V: SALARY REDUCTION PLAN

- A. Teachers may allocate up to the maximum allowed by Internal Revenue Service for the purchase of Jefferson West approved group health insurance, cancer insurance, uncovered medical expenses and/or child care under the district's IRS Section 125 Salary Reduction Plan.
- B. Each teacher must indicate on a form provided by the Central Office the amount to be applied to each of the above prior to November 1st of each school year. Teachers may not change the amount or selection once made for any given contract year except in accordance with state and federal regulations
- C. Teachers may purchase, as a salary deduction, an annuity up to the amount limited by law from a Jefferson West approved annuity provider.
- D. Group health insurance refunds shall be distributed in proportion to the amount of premium paid by the employee.
- E. The Central Office shall handle all deductions and disbursements.

ARTICLE VI: SALARY PROTECTION INSURANCE

- A. The district shall provide, at district expense, salary protection insurance for all teachers, placing them in the category at least equal to their salary step plus additives. JWEA will be notified and can make a recommendation to the Board as to the benefit provider of this insurance.
- B. The first three (3) consecutive days of a teacher's absence for illness shall be covered by the district's leave policy. The fourth consecutive day and consecutive days thereafter shall be covered by the district salary protection insurance; and for the first 180 days or completion of the current contract, whichever occurs first, 1/365th of the teacher's salary step shall be deducted from the teacher's payment for that month for each such day used. Beginning the 181st day of disability, the district assumes no further obligation for salary payment for the duration of the disability.
- C. Should illness occur, and the teacher does not have three (3) days leave to use before the salary protection insurance plan would take effect, an amount of 1/185th of the teacher's salary step shall be deducted from the teacher's payment for that month for each such day used.
- D. Teachers contracted for fewer than 185 days full-time shall have salary adjustments described in Paragraphs C and D made on a pro-rated basis.
- E. Absence due to a disabling accident on in-hospital confinement for illness shall be covered from the first day by the district's salary protection insurance or by Worker's Compensation.
- F. In the event a teacher is unable to come to work due to a workers' compensation claim, as ordered by the district's official Workers' Compensation Dedicated Clinic, that teacher's salary shall be reduced by 1/365th of that teacher's annual salary for any days away from work.

ARTICLE VII: REDUCTION IN FORCE

- A. The Board of Education reserves the right to place a certified employee on furlough as the result of decreasing enrollment, limited financial resources, changes in educational programs or other circumstances.

It is the intent of the Board of Education to use normal attrition of staff in the form of resignations or retirement as the first means of achieving a reduction in certified staff. However, in certain case, normal attrition may not be sufficient to achieve the necessary reduction.

- 1. Procedures – For purpose of considering reduction of certified staff, all certified staff will be designated as elementary level (kindergarten through fifth grade), middle level (grades six through eight), or high school level (grades nine through twelve). Those certified employees in the middle and high school levels will further be assigned to a subject area. If a certified employee has a duty assignment in more than one level, the employee will be assigned to the level in which the employee spends the majority of his/her time. A certified employee may change levels only if the employee is

properly certified. An employee in the middle or high school level will be permitted to change subject areas if the employee is properly certified. After determining which level or levels require a reduction of the certified staff, the certified employees will be ranked according to seniority within the district.

2. Recall procedure – A certified employee who has been placed on furlough as the result of a reduction in certified staff shall be offered re-employment with the district according to rank. Employees with highest seniority within the district will be recalled first.

An employee's seniority with the district and placement on the salary schedule shall not be adversely affected by a furlough. However, the employee shall not receive seniority credit or credit on the salary schedule for the period of time the employee is on furlough. If an employee on furlough is re-employed by the district, the employee shall be entitled to all accumulated benefits accrued during the period of employment with the district prior to the furlough.

Employees will be notified of recall by certified mail at the employee's permanent address on file with the Superintendent. The employee must report as directed within fourteen (14) days after receipt of the recall notice. It shall be the responsibility of the employee to ensure that the Superintendent has a record of the employee's address and telephone number.

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

No action may be taken under this policy if it will result in a violation of federal, state, or local laws or regulations.

No employee on furlough will be entitled to receive compensation from the district except for the performance of specific employment duties.

Nothing in this policy shall require the promotion of an employee to a position of higher rank, authority or compensation, even though the employee who is placed on furlough is certified or qualified for the promotion position.

ARTICLE VIII: TEMPORARY LEAVES

Temporary leaves are generally leaves of very short duration (ie ½ day to 10 days) and usually with no deduction in pay.

A. PERSONAL LEAVE

1. Each returning teacher shall be granted ten (10) days leave beginning the opening date of the contract.
2. Each teacher new to the district shall begin the year with two (2) days leave and shall be granted one (1) day leave per month until his/her total reaches ten (10) days.

3. All leave is to be non-accumulative.
4. The district shall compensate a teacher for unused leave at \$180 per day.
5. Hourly absences shall be charged to available leave, payable to the nearest quarter-hour.
6. A teacher may use leave at his/her discretion but shall request leave through the building principal. Teachers shall notify the principal as soon as possible of their intent to use a day of leave. In the event a teacher takes leave without approval or has no leave days remaining, pay shall be deducted from the teacher's monthly salary in the amount of 1/185th of the teacher's salary step, without loss of leave day if applicable.

B. BEREAVEMENT LEAVE

In addition to regular leave, each teacher shall be allowed five (5) days non-accumulative bereavement leave per occurrence for death in the immediate family. The immediate family shall be defined as: spouse; parents (guardians); children (dependents); step-child; step-parent. Each teacher shall be allowed three (3) days non-accumulative bereavement leave per occurrence for death in the family; being defined as grandparent; grandchildren; brothers; sisters; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; aunt; uncle; niece; nephew or members of the household. A certified employee, desiring an extension, may request such an extension in writing to the Board.

C. FUNERAL LEAVE

In addition to personal leave, each teacher may apply to the Superintendent for leave to attend a funeral.

D. CRISIS LEAVE

The Board may grant an extension of the ten (10) days personal leave to an employee who has used all of his/her leave and experiences extraordinary circumstances requiring additional leave. Extraordinary circumstances shall be defined as, but not limited to, the following: major non-elective surgery, illness or disability which requires hospitalization and/or convalescence or recuperation in an extended care facility or at the home of the employee for a member of his/her household, fire, or natural disaster.

E. ASSOCIATION LEAVE

The district shall grant the JWEA a pool of five (5) teaching days to be used for JWEA business. The JWEA shall reimburse the district for the substitute teacher's pay. The day(s) of leave shall not be charged personally to the teacher(s) using the day(s).

F. JUDICIAL LEAVE

Certified employees shall be granted leave for jury duty or to appear in a court of law as a subpoenaed witness. Any compensation, except expenses, will revert to the district. No deduction of personal leave will be made for judicial services.

ARTICLE IX. SHORT TERM LEAVES

Short term leaves are generally of short duration (ie eleven (11) days to one semester in length) and usually without pay.

A. FAMILY LEAVE

1. A certified employee shall be granted family leave without pay for the purpose of caring for a newborn, newly-adopted, or foster child, caring for the employee's child, parent, spouse, or member of the household with a serious health condition. A written request for family leave shall be submitted to the Superintendent. In the event that both adults of a household are employees of the School District, only one of them shall be entitled to family leave at a time.
2. While on family leave, a certified employee shall:
 - a. Retain tenure, seniority rights and salary placement acquired prior to the granting of the leave.
 - b. Retain all accumulated temporary leave.
 - c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
 - d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
3. Upon return from short term family leave, a certified employee will be guaranteed the assignment he/she held before the leave program.

B. LEAVE OF ABSENCE

1. A certified employee may be granted a short term leave of absence without pay. A short term leave of absence will apply to leave other than family, military, or political leave.
2. Applications for a short term leave of absence must be made in writing to the Superintendent.
3. The certified employee should not assume that a request for a short term leave of absence will be granted, and nothing in this section is intended to imply any teacher's right to a short term leave of absence.
4. A short term leave of absence granted during a contract year may not extend beyond the end of the contract year in which it is granted. A teacher who during a contract year is granted a leave of absence for the remainder of that year must notify the Superintendent before May 15 if he/she does not intend to return.
5. While on short term leave of absence, a certified employee shall:
 - a. Retain tenure, seniority rights and salary placement acquired prior to the granting of the leave.
 - b. Retain all accumulated temporary leave.
 - c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that full payment amount of the premiums be made to the district business office each month on or before the date established by the district.
 - d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premium be made to the district business office each month on or before the date established by the district.

Upon return from a short term leave of absence, a certified employee will be guaranteed the assignment he/she held before the leave began.

C. MILITARY LEAVE

1. A certified employee who is a member of the National Guard or the United States Armed Forces Reserve shall be entitled to military leave for temporary active duty. A written request for such military leave shall be submitted to the Superintendent. While engaged in short term active military duty, the certified employee will receive full pay. Upon completion of temporary active military duty, a certified employee must give written notice of release from such military duty to the Superintendent. Employee must deliver to the School District all taxable compensation (verified by payroll records) received for temporary active military duty prorated by the number of contracted days missed. No deduction from personal leave will be made as a result of such military duty.
2. While on a short term military leave, a certified employee shall:
 - a. Retain tenure, seniority rights, and salary placement acquired prior to the granting of the leave.
 - b. Retain all accumulated temporary leave.
 - c. Be permitted to participate in any fringe benefit plan made available to other certified employees.
 - d. Be permitted to retain membership in the district sponsored health insurance group during the leave.
3. Upon return from a short term military leave of absence, a certified employee will be guaranteed the assignment he/she held before the leave began.

D. POLITICAL LEAVE

1. A certified employee shall be granted an unpaid short term leave of absence to campaign for the public office he/she is seeking, or to serve in a public office. A written request for a short term political leave shall be submitted to the Superintendent.
2. While on a short term political leave, a certified employee shall:
 - a. Retain tenure, seniority rights and salary placement acquired prior to the granting of the leave.
 - b. Retain all accumulated temporary leave
 - c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that payment of the full amount of premiums be made to the district business office each month on or before the date established by the district.
 - d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
3. Upon return from a short term political leave, a certified employee will be guaranteed the assignment he/she held before the leave began.

ARTICLE X: EXTENDED LEAVES

Extended leaves are generally of long duration (i.e. one semester or more in length) and usually without pay.

A. FAMILY LEAVE

1. A certified employee shall be granted an extended family leave without pay for the purpose of caring for a newborn, newly-adopted, or foster child, caring for the employee's child, parent, spouse, or member of the household with a serious health condition, or to care for the employee's own serious health condition. A written request for an extended family leave shall be submitted to the Superintendent. In the event that both adults of a household are employees of the School District, only one of them shall be entitled to an extended family leave at a time.
2. Extended family leave shall be granted for a period of time not to exceed one (1) contract year. Upon written request of the certified employee, such a leave may be extended one time for a period not to exceed one (1) contract year. Any request for an extension of family leave must be submitted, in writing, to the Superintendent on or before May 15.
3. While on an extended family leave, a certified employee shall:
 - a. Retain tenure, seniority rights, and salary placement acquired prior to the granting of the leave.
 - b. Retain all accumulated temporary leave.
 - c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
 - d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
4. Upon return from an extended family leave, a certified employee will be guaranteed the first available assignment for which he/she is certified.

B. LEAVE OF ABSENCE

1. A certified employee may be granted an extended leave of absence without pay for a period of time not to exceed one year. An extended leave of absence will apply to leave other than family, military, political, or sabbatical.
2. Applications for an extended leave of absence for a full year must be made in writing to the Superintendent on or before May 15 prior to the school year when the leave of absence would be in effect. Approval is determined by the Board.
3. The extended leave of absence, if approved, will be for one year and may be extended only upon approval of the Board.
4. Once an extended leave of absence has been approved, the teacher may not request that the decision be reversed if an employment offer has been made or a contract has been offered to another person for that position.
5. The certified employee should not assume that a request for an extended leave of absence will be granted, and nothing in this section is intended to imply any teacher's right to an extended leave of absence.

6. An extended leave of absence granted during a contract year may not extend beyond the end of the contract year in which it is granted. A teacher who is granted an extended leave of absence for the remainder of that year must notify the Superintendent before May 15 if he/she does not intend to return.
7. While on an extended leave of absence, a certified employee shall:
 - a. Retain tenure, seniority rights and salary placement acquired prior to the granting of the leave.
 - b. Retain all accumulated temporary leave.
 - c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
 - d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
8. Upon return from an extended leave of absence, a certified employee will be guaranteed the first available assignment for which he/she is certified.

C. MILITARY LEAVE

1. An unpaid extended military leave of absence shall be granted to any employee who shall be activated to military duty in any branch of the armed forces of the United States.
2. While on an extended military leave of absence, a certified employee shall retain tenure, seniority rights, and salary placement acquired prior to the granting of the leave. USERA Guidelines will be followed.
3. Upon return from an extended military leave, the employee shall be assigned to a position for which he/she is certified.
4. To alleviate the financial hardship of deployment on the citizen soldier and their family members; USD 340 will pay a certified district employee who is a member of the Kansas National Guard or other military reserve unit, and who is ordered to active military service and incurs some loss of income as a result of that activation. The amount to be paid is calculated as the difference between the person's basic active duty military salary and the salary the person would be paid as an active district employee, including any adjustments the person would have received if not on military leave of absence. This would be verified by a Leave and Earnings Statement provided by the employee.*

*This would verify pay grade and experience. This will show placement upon the military pay chart for the current year.

**Payments would be made at the regular intervals that the person was previously paid by the District (usually monthly).

D. POLITICAL LEAVE

1. A certified employee shall be granted an unpaid extended leave of absence to campaign for the public office he/she is seeking, or to serve in a public office. A written request for political leave shall be submitted to the Superintendent.

2. While on an extended political leave, a certified employee shall:
 - a. Retain tenure, seniority rights, and salary placement acquired prior to the granting of the leave.
 - b. Retain all accumulated temporary leave.
 - c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
 - d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the premiums be made to the district business office each month on or before the date established by the district.
3. Upon return from an extended political leave, a certified employee will be guaranteed the first available assignment for which he/she is certified.

E. SABBATICAL LEAVE

1. Any certified employee with *ten* years or more service in the district may apply for sabbatical leave. Qualifying activities for the leave are: approved travel, study, or exchange teaching. A minimum of one semester and a maximum of one school year shall be allowed for any sabbatical leave.
2. Application for sabbatical leave must be submitted, in writing, to the Superintendent at least 90 days prior to the first day of the requested leave. The applicant shall explain in detail the length and purpose of the desired leave and the reasons why said leave will be of benefit to the district. A committee consisting of two members appointed by the Superintendent and JWEA teacher representatives shall review each application and prepare a recommendation to the Superintendent and the Board. The Superintendent and his own recommendation to the Board at its next regular meeting.
3. An employee granted sabbatical leave agrees to return to the district for an amount of time equal to the leave granted (barring illness or injury). Employees returning from sabbatical will be guaranteed the assignment he/she held before the leave began but are not guaranteed employment in any new area for which they may be certified by their sabbatical studies.
4. Compensation to the employee on sabbatical leave shall be limited to payment for hours of approved study under current district policy upon returning to work and submission of official transcripts
5. While on sabbatical leave, a certified employee shall:
 - a. Retain tenure, seniority rights, and salary placement acquired prior to the granting of the leave.
 - b. Retain all accumulated temporary leave.
 - c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
 - d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premiums

is made to the district business office each month on or before the date established by the district.

ARTICLE XI: TRAVEL REIMBURSEMENT

- A. Travel between centers shall be reimbursed at the maximum rate allowed by the State of Kansas when a teacher begins the day at one center and travels to another assignment at another center during the regular duty day (See Article XV) and school is in session or during parent-teacher conferences.
- B. Teachers traveling on school business will use school transportation, if available. If school transportation is unavailable, teachers shall be reimbursed at the established mileage rate.
- C. Reimbursement for travel shall be paid monthly upon timely receipt of a mileage log or at the end of each semester.

ARTICLE XII: EXTRA PAY FOR EXTRA DUTY – ATHLETICS/ACTIVITIES

- A. The district shall pay an amount of \$12.00 per hour for extra duty beyond the regular duty day (See Article XV) for duties involving grade K-12 activities. Activities not specifically listed on the Additive Schedule (See Article III) shall be compensated at the established rate, time to be figured to the nearest quarter hour.
- B. Extra duty pay shall not be made to sponsors of organizations hosting the activity except for the Prom and Queen of Courts, or an approved substitute activity.
- C. Teachers shall be paid monthly upon timely receipt of extra duty reports.
- D. The district shall pay an amount of \$20 per hour for extra duty beyond the regular duty day for duties pertaining to their teaching assignment. Time will be figured to the nearest quarter hour. The administration will set the time limit(s) of each activity. Activities that qualify for curriculum pay when held outside the duty day and when assigned by the district administrator or building principal and have prior approval of the superintendent include the following:
 - a. Individual Education Plan (IEP) meetings
 - b. New Teacher Orientation
 - c. At Risk Intervention team meetings (ASAP, STAT, CARE)
 - d. Kansas Assessment scoring or other assessment scoring work (DIBELS scoring, etc)
 - e. Building Administrator scheduled Building wide Detentions (HS & MS)
 - f. Supervision of Saturday School or Friday School
 - g. District approved tutoring programs (ES, MS & HS)
 - h. Building Leadership Team meetings

- i. Academic activities assigned by the building principal
- j. Curriculum Development work prior approval by the superintendent
- k. Parent Open House/Orientation (Evening activity with parents and teachers to interact as professionals, to learn about the teacher, classroom procedures, policies and expectation)

The above activities may qualify for curriculum pay OR Professional Development Plan (PDP) points for movement on the salary schedule, but NOT both. Any of these activities that are paid for will not be eligible as PDP points for “movement on the salary schedule” under Section B of Article IV Reimbursement for Additional Training. A teacher may elect to not be paid the hourly amount for these activities and instead have the PD points counted for movement on the salary schedule. Teachers receiving compensation will have to document these PD points for re-licensure even if not counted for movement on the salary schedule.

Activities that are an expectation for all professional teaching assignments and not intended for additional compensation:

- Attendance at High School Graduation for Middle School Promotion (primary duty)
- Participation in Academic Awards presentation
- Coaches and Sponsors of Athletic Teams, Academic Teams and Student Club and Activities Awards events (Expectation of supplemental duty pay)
- Back to School Evening event intended to be a meet & greet & drop of student supplies
- Quarterly Building Faculty meetings approximately 60-90 minutes
- Attendance at a teacher’s respective Grade Level Elementary (K-5) Music program

ARTICLE XIII: DUTY DAY-DUTY YEAR

- A. The regular duty day for each certified employee shall normally be fifteen (15) minutes before and fifteen (15) minutes after the normal Board of Education approved student day. Occasionally, with agreement of the Building Principal, a certified employee may adjust the regular duty day. Providing the teacher does not have students under his/her direct supervision at that time, he/she shall not be charged leave. The Board recognizes the increasing demands on teachers and will work to respect individual teacher’s personal and family needs. It is a long-standing expectation that staff members are present when their students are involved in activities relating to their position barring personal or family emergencies.

- B. The duty year for a teacher shall be 185 days. The 185 days shall include days for in-service education, curriculum development, and professional enrichment.
- C. A one-half work day shall be scheduled at the end of each of the first three (3) quarters for the purpose of preparing grade cards, records and planning for the next quarter. One full work day shall be scheduled at the end of the fourth (4th) quarter for the purpose of preparing grade cards, inventory, record keeping, and end of year closing responsibilities.
- D. Each teacher shall have a period of time daily for purposes of preparation. Such time shall be free of all other activities or assignments. In the event an employee is requested or required to perform other tasks during such "preparation time" the employee shall be paid additional compensation. At the beginning of each school year, teachers shall have at least 2 blocks of time, unscheduled by the administration, of not less than 3 ½ hours each, for classroom preparation. Due to the changes made with the 2019-20 JW High School schedule, a joint committee will form in April of 2020 to reassess and evaluate plan time changes and create a recommendation to both negotiating teams.
- E. The Board establishes the calendar committee as a formal study committee that reports yearly to the Board by March 1, with a recommended calendar for the coming academic year.
- F. The administration will be directed to inform professional staff of changes to the calendar as part of their regular staff communication activities. The Board will invite comments and concerns from staff regarding the process. The intent will be to provide adequate notice so that professional staff can plan adequately to meet the educational needs of students.

ARTICLE XIV: PAY FOR SUBSTITUTING

- A. If a teacher covers a class for another, the teacher shall be paid \$20.00 per hour figured to the nearest quarter-hour. If applicable, the teacher whose class is covered shall be charged leave under Article X.
- B. Teachers shall be paid for substituting monthly upon timely receipt of reports.

ARTICLE XV: DUTY-FREE LUNCH

- A. Each teacher shall have a duty-free lunch period of the students under his/her supervision. A teacher may use this time at his/her discretion once students have been delivered to the lunch line.

ARTICLE XVI: ADMINISTRATOR APPRAISALS

- A. Jefferson West administrators will be appraised annually by the certified employees under their supervision. The appraisal form used for this purpose shall be jointly developed by a committee of teachers, Board of Education members, and administrators. This form is to be completed and returned directly to the Superintendent by November 30th.
- B. The appraisals for each administrator will be compiled by the Superintendent and the composite appraisal results given to each administrator as part of their annual appraisal. These forms will be destroyed by the Superintendent after compiling the results. They will not be a part of the administrator's personal file. The intent of this document is to help improve administrator effectiveness.

ARTICLE XVII: PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE

The Board and JWEA agree to utilize the KEEP model for the teacher appraisal procedure.

The Board and JWEA will set up a committee to revise procedures to bring the appraisal procedure in line with the new requirements as determined by the Kansas ESEA Waiver.

- A. We believe that certified employee appraisal is:
 - 1. A process designed to continue quality educational practices in the Jefferson West Schools.
 - 2. A cooperative endeavor requiring a team responsibility to achieve instructional excellence.
 - 3. A procedure that must be a professional and systematic process to improve instruction.
 - 4. A procedure that should facilitate a process of self-development and growth by aiding the certified employee in identifying areas for improvement and growth.
- B. Goal Setting
 - 1. Certified employees shall complete the "Self-Appraisal of Specific Performance Objectives—Professional Teaching Improvement Goals" each year by September 1 regardless of appraisal status. Goal statements section of self-appraisal form is to be turned in to the principal. Determination of professional teaching improvement goals conference shall be held by September 30. Those employees not being formally appraised will meet the principal by February 15 to assess progress on goals set.
- C. Appraisal Timeline
 - 1. Certified employees in the first two consecutive years of employment shall be appraised at least one time per semester no later than the 60th day of the semester, except that any employee who is not employed for the entire semester shall not be

required to be appraised. Each year at least one of the two required appraisals must contain an "Overall Performance Appraisal Rating."

2. Certified employees in the third and fourth year of employment shall be appraised at least one time each school year not later than February 15.
3. After the fourth year of employment every certified employee shall be appraised at least once every three years not later than February 15 of the school year in which the employee is appraised.
4. Certified employees whose performance is less than satisfactory are to be involved with the "Overall Appraisal" process each year their performance is deemed unsatisfactory. An improvement plan shall be written to correct deficiencies noted with a timetable to assess the progress of improvement. This plan may include demonstration lessons, modeling behavior, peer coaching, release time for observation and consultation, pre-approved lesson plans, course work or other approved activities.

D. Appraisal Files

1. An employee's files shall be open to the inspection of the employee during normal business hours, and at the written request of the employee, a representative of the JWEA may inspect the employee's file. The employees shall have the right to respond to all materials contained in said file. Such response shall become part of the file. Credentials and related papers from employee placement bureaus may be retained in a separate employee file. No material derogatory to the employee's conduct, service, character or personality shall be placed in the employee's file unless the employee is provided a copy of the material. The employee shall have the right to respond in writing within ten school days.

ARTICLE XVIII: GRIEVANCE

A. PURPOSE

The purpose of the procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of the school district at the lowest level.

B. DEFINITIONS

1. "Grievance" shall mean any alleged violation of the terms and conditions of an employee's contract of employment, negotiated agreement and or board policy.
2. "Grievant" means an employee of the district having a grievance.
3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

C. PROCEDURES

1. In general, the adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days with 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 limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom this grievance is being considered.

2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, an attempt will be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted within a maximum of 30 calendar days after the conclusion of the school year.

D. SUPPLEMENTAL CONDITIONS

1. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
2. Upon the final determination of the grievance, the documents, communications and records relating thereto, shall be destroyed excepting a record of the grievance and the final adjustment thereof and excepting records required by law to be kept and maintained.
3. With the written consent of the grievant, the written decision and rationale given at Levels 2 and 3 will be provided to the president of the Jefferson West Educator's Association.
4. The grievant shall be present at all stages of the grievance procedure. At each step after the initial private conferences with the immediate administrative supervisor, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of grievance and/or to be represented by legal counsel and/or association representative from local and/or Kansas National Education Association.
5. All grievance hearings shall be confidential.
6. All discussions and hearings shall be conducted at times other than during the grievant duty day.
7. Excluded from the grievance procedure shall be matters for which law mandates another method or review.
8. Only the employee affected may file a grievance or an appeal from Levels 1 and 2.
9. The filing of a grievance at all levels beyond the informal conferences in Level 1 shall be in writing and shall be specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance, including the time, date and place of the event or act, and the names and addresses of any witnesses thereto. The grievance shall be dated and signed by the employee.

LEVEL 1 – WITH IMMEDIATE SUPERVISOR

A grievant shall first take up his grievance with his immediate supervisor in a private conference(s) within fifteen (15) school days after the occurrence of the event upon which a

grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he may request in writing, within ten (10) school days, a formal conference with his immediate administrative supervisor to be held within ten (10) school days. The administrative supervisor shall give a written response to the grievant within ten (10) school days after the formal conference; every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.

LEVEL 2 – WITH THE SUPERINTENDENT

In the event that the grievant is not satisfied with the disposition of his grievance at Level 1 or that no agreement is reached within ten (10) school days after the written response from the formal conference, he may appeal the matter in writing to the Superintendent.

If the grievant does not appeal the grievance to the Superintendent within thirty (30) school days after the formal conference response at Level 1, the grievance shall automatically be waived.

If the grievant appeals the grievance to the Superintendent, the Superintendent or designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) school days after the appeal has been received by the Superintendent. The Superintendent shall give the grievant a written response within ten (10) school days after the conference.

LEVEL 3 – WITH THE BOARD

The Superintendent's decision in the second step will be considered final unless, within ten (10) school days of the issuance of that decision, the grievance is appealed in writing to the third step. This written appeal shall be directed to the Superintendent. The Superintendent shall place the grievance hearing on the agenda of the next regular Board meeting unless the Board chooses to give the matter immediate attention by holding a special meeting as a mutually agreeable date and time.

The Board, upon receipt of the grievance, may assign a hearing officer to hear the grievance, report findings and recommendations to the Board. Such finding and recommendations shall be made to the Board within ten (10) school days after the complaint or grievance has been assigned to the hearing officer. The Board shall rule upon such complaint or grievance within thirty (30) school days after receipt of the findings and recommendations of the hearing officer.

RULES FOR CONDUCTING A GRIEVANCE PROCEDURE HEARING AT LEVEL 3

1. The hearing will be conducted in executive session.
2. Efforts will be made by all participants to eliminate repetitious testimony and/or materials; however, each participant will be given reasonable time to present testimony and/or materials.
3. The grievant will make his opening remarks and present his case.
4. The administration will make its opening remarks and present its findings in the case.
5. Witnesses will be called individually by the grievant and administration to testify before the Board. The Board may call additional witnesses and may authorize witnesses being called as a group.
6. The grievant and the administration may ask questions of these witnesses at the conclusion of their testimony.
7. Members of the Board may ask questions of all participants during the hearing.
8. A summary statement may be made to the Board by the grievant at this time.
9. A summary statement may be made to the Board by the Administration at this time.
10. Any new materials injected into any summary statement may be rebutted.
11. The Board will take the matter of the grievance under advisement and render its decision in written form to the grievant within forty-five (45) days of the hearing.

ARTICLE XIX: STUDY COMMITTEE

The Board and/or the JWEA may request a committee to study any mutually agreeable topic. The committee will consist of Board members and administrators appointed by the Board and teachers selected by JWEA. The requested meeting must occur at a mutually agreed time within thirty (30) days of receipt of such a request.

As an addendum to the 1997-1998 negotiated agreement between the Board of Education USD #340 and Jefferson West Educations association the parties agree to form two separate study committees to work on items of mutual concern.

One committee will study ways to handle the pressures of meetings beyond the duty day. These include, but are not limited to, QPA, committee work assigned by the principal, and faculty meetings. This may be handled on a building basis.

A committee shall be formed to study options available for health insurance. The committee will be comprised of no less than two JWEA members, superintendent, a building level administrator, a board member, a classified staff; a retired teacher participating in the plan and a retired classified staff member participating in the plan if applicable. This committee will be comprised of an odd number of members. The committee is to be initiated the fall of the 2024-25 school year.

ARTICLE XX: GENERAL AGREEMENT

- A. Nothing in this agreement shall be construed as closing discussions pertaining to the initial negotiated agreement reached between the board and JWEA.

ARTICLE XXI: INTELLECTUAL PROPERTY

Purpose: The purpose of this agreement is to clarify any doubt about the right to ownership of Intellectual Property and or Faculty Invention produced on USD 340 time, computer systems, or equipment.

Intellectual Property/ Faculty Invention (definition):

Intellectual property and/or innovative faculty inventions are produced by the creative use of the mind. Nevertheless, mere ideas are not intellectual or real property and are not protected from unauthorized use by others. It is only when ideas are reduced to practice or are palpably expressed that they become property and, therefore, subject to legal protection.

Rights of Ownership

SECTION I. Employee Ownership

- (A) Materials or devices produced by the employee on personal time and without involvement of district equipment, supplies, district personnel or students shall fall within the ownership rights of the employee.
- (B) The employee shall be the sole owner of certain specific materials/devices meeting the description provided within Section I, Subsection A of this policy and may alter, copyright, patent, distribute and/or sell such material/devices as he/she chooses.

SECTION II. Board of Education Ownership

- (A) If the employee uses contracted school time and/or district equipment, supplies, personnel, or students to aid in the employee's production of materials or devices, the employee must follow the following protocol.
- (1) The Building Administrator and/or the District Superintendent must be aware of and consent to any material or device production project which is beyond the discovery stage¹ involving an employee's contracted school time and/or district equipment, supplies, personnel or students.
- (2) The employee must submit to the building Administrator and/or the Superintendent a basic proposal on any project meeting the description of Section II, Subsection A of this policy describing the research conducted and yet to be conducted therefore; a detailed accounting of district equipment, supply, staff, or student involvement to that point and anticipated future involvement (including an estimate of staff or student hours logged for this purpose to date and estimated supply costs); and a description of the anticipated resulting materials and/or devices to be developed for marketing. Such documentation shall either be approved or denied by the Superintendent, and the superintendent shall provide notice of such decision in writing to the employee. In the instance of administration denial of the project the employee may appeal the decision to the Board of Education. (*See Intellectual Property Proposal format form.*)

- (3) In no instance shall an employee proceed past discovery stage with production of a material or device meeting the description of Section II, Subsection A of this policy without first providing the information required in Section II, Subsection A (2) and receiving the formal, written approval of the superintendent for such continuance.
- (4) Ownership and Liability of approved projects must be determined before the project proceeds. If the employee does not initiate the aforementioned protocol for project review and approval and enter into an Ownership and Liability Agreement with the Superintendent on behalf of the Board, all project proceeds and the rights of ownership of any resulting material/devices created in accordance with Section II, Subsection A shall belong solely to the Board.
- (5) Projects requiring District financial support of one hundred dollars or more of supplies and/or equipment must be approved by the District's Board of Education.
- (6) If previously copy righted materials are used in the project, the Board will not approve the project without written assurances from the copyright holder that the materials may be used in the project without recourse.
- (7) Financial profit of materials/devices created and approved in such a fashion belongs to the employee once reimbursement has been made to the district for any expenses on the part of the district during development.
- (8) When a project is approved by the Board, the Board shall have use of materials without charge, may alter such materials as it chooses, and may prepare at its own expense such materials for use within the district. However, the Board shall not distribute such material outside the district without written consent of the employee, including for free distribution without reproduction rights to other Kansas school districts.
- (9) In the event students are used as part of the data collection of research project prior parent permission is required.
- (10) Disclaimer – If the product/materials are discovered to not be original, the district is held harmless for any infringement or any other causes of action with respect to unauthorized use of copyrighted or patented materials.
- (11) The Board reserves the right to discontinue the application of any project found to be detrimental to students and/or staff.
- (12) If the Board denies the project, reasons for denial will be prepared in writing and submitted to the employee within five working days.

Note: Any activities, materials, or programs created with federal grant dollars may come with restrictions in which resultant products be placed in the public domain and as such be governed by regulations regarding the sale for profit and distribution of such activities, materials or programs.

¹Discovery stage is where ideas are developed. During this stage the employee identifies the target audience, explores project objectives, creates an information format, selects appropriate technology, develops support materials, and tests assumptions.

Jefferson West USD 340
Intellectual Property Proposal Form

Teacher Name: _____ **Date:** _____

Building: _____ **Class(es):** _____

Focus of the project

Curricular Area _____ **Behavior Area** _____

Other (please specify):

Proposed Project Intent & Description:

Merit(s) of the project (benefits to the students and/or educational environment):

Has the project been tried in the classroom (if so briefly explain): yes ____ no ____

Has the project been tried somewhere else (if so briefly explain): yes ____ no ____

Are previously copyrighted or patented materials used in this project? yes ____ no ____
(if so please list):

Has written permission been obtained for use of these materials in your project? yes ____
no ____

The project will involve:

District Students (list/describe who):

District Staff (list/describe who):

District Supplies:

District Equipment:

Cost to the district to support the project (note: If amount requested is more than \$100 it must have Board approval)

Materials: _____

Equipment: _____

Staff Time considerations (hours already logged & anticipated hours required to complete): _____

Student Time Considerations (hours already logged & anticipated hours required to complete):

Evaluation procedure used in assessing the effectiveness of the idea/project (describe):

Potential harmful effects, if any, to students &/or staff (describe):

Identification and description of any liability to the District/Board (*describe*):

I attest that all of the information provided in this document is fair and accurate. I have researched any potential patent and/or copyright issues with the continuance of this project, and have received patent and/or copyright holder permission to use any copyrighted or patented material required for completion of this project prior to submission of this form. I understand and agree to the board policy on ownership of any resulting materials created with use of district time, staff, students, and/or equipment.

Applicator's Signature & Date

Signatures by the building administrator & superintendent indicate approval of this project for consideration by the Board.

Principal Signature & Date

Superintendent Signature & Date

Board President Signature & Date

Clerk Signature & Date

Teacher Settlement History FY 07 to FY 22

1992-93	29 steps
2001-02	35 steps
2002-03	35 steps
2003-04	32 steps
2004-05	32 steps
2005-06	32 steps
2006-07	\$570 added to base; step and movement, plus 5.6% increase on health insurance in the amount of \$427 per person for the year (Went to 26 steps) (Numbering added for placement of teachers--Began the 1,2-3,4,5-6,7,8-9,..... The salary schedule went from numbers to letters. Teacher Negotiating team set the placement of teachers in the different cells.)
2007-08	\$963 added base; conversion to letter steps, there was no increase in health insurance cost (26 steps)
2008-09	Step & movement plus 11% increase on health insurance in the amount of \$894 per person for the year (26 steps)
2009-10	Frozen; No Step or Movement (Same for all staff) plus 1.5% increase on health insurance in the amount of \$131 per person for the year (26 steps)
2010-11	Movement, step was not shown per say in language, however Row A was deleted and 're-lettered steps' giving step movement, plus 29.4% increase in health insurance in the amount of \$2,685 per person for the year (Deleted Top row dropped everyone down one step. Letters did not change still had A,B,C,D..... so if you were on D before deleting the top row you still were on letter D but teachers did receive step increase) (Went to 25 steps)
2011-12	<u>Frozen</u> ; No Step or Movement, \$250 added to each cell plus 7.5% increase in health insurance in the amount of \$887 per person for the year. (25 Steps)
2012-13	Some teachers received movement 1 or 2 columns; \$550 per teacher one-time payment, <u>No step given</u> . There was no increase in health insurance premium although the cost to the Board to cover the certified staff increased \$17,627 or an average increase of \$309 per certified staff member due to changes in staff coverage. (25 Steps)
2013-14	Step/movement/\$300 on each cell, Additive movement one step. There was no increase in health insurance cost. Board did offer to change health insurance and

- put some dollars from that savings into salaries. A committee of teachers and the Board looked at different plans and by consensus the group decided to stay in the state plan. JWEA has not asked to get out of the state plan. \$250 per teacher per semester for teaching Highland Classes. Adopted the use of the KEEP evaluation process per recommendations from committee. Expectation of teachers attending activities of their students as it relates to their position barring personal or family emergencies. (25 Steps)
- 2014-15 Step/Movement/\$400 on each cell. No increase in health insurance. Continued in the State of KS Health plan. (25 Steps)
- 2015-16 Step/Movement/\$200 on each cell, Step on the Additive Schedule, Increase in Health Insurance Premium covered by the Board as dictated by the State. (25 Steps)
- 2016-17 Step/Movement/\$300 on each cell. Additive Step, Reimburse up to \$300 for college classes needed for teachers to teach Highland Classes, Renewal of participation in the state Health Plan for 2017, 2018, 2019, Increase in Health Insurance Rates covered by the Board as dictated by the state. (25 Steps)
- 2017-18 Movement/\$1,500 on each cell with no step down due to the amount added to each cell. Additive Step, Increase in District share of Health Insurance Rates, (25 Steps)
- 2018-19 A new salary schedule was approved. \$290 added to the base. New base \$37,500. Column movement was provided for those eligible per the contract.
- Bottom step in column 7 now step 30, increase of 5 steps
 - Bottom step in column 6 now step 25 increased by 3 steps
 - Bottom step in column 5 now step 21 increased of 2 steps
 - Placement on schedule accurately reflects each teacher's years of regular teaching experience
 - The dollars on the new schedule is not intended to result in a loss of wages for any teacher from what they earned under the 2017-18 teaching contract. Teachers that would not realize an increase in pay on the new salary schedule would receive an additional \$500 on their base teaching contract pay during the 2018-19 school year.
 - The new language undid prior practice from older contract language.
 - One step of movement on the Additive schedule for the 2018-19 school year.
 - Article II: Item A was reinstated
 - Article III: Item E Changes in Dual Credit Classes
 - Article XII: Item D Clarification of Extra pay for professional duties beyond the regular duty day & inclusive list
 - Article XIII: Item D Committee to address concern with plan time
- 2019-2020 : \$1,800 is added to the base salary and each cell on the salary schedule, one column movement to those that provided notice to the District of intent to move on the salary schedule (per Article II, Letter K), and one step movement for all teachers not already on the bottom step of the column.

2020-2021: the Board agrees to compute increases on the salary schedule on a percentage basis for each cell.

- Article III Additive Schedule: One step movement on the Additive schedule for the compensation paid for duties covered by the Additive Schedule for the 2019-20 school year.
- Article II Item C Health Insurance: The District will renew participation in the State of Kansas Health Insurance plan for the next three years; January 1, 2020, to December 31, 2022 contingent on the approval of the Board proposal for Article II Salary Schedule proposal and Article III Additive Schedule.
- Article IV Additional Training - Item D: Reimbursement for Additional Training - The Board district will reimburse the per credit hour cost, up to \$400 per credit hour, for graduate credit hours a teacher is required to earn to be certified to teach a Jefferson West mutually agreed upon dual credit college class already assigned to teach. The Board will reimburse up to 12 hours per year for this purpose. Compensation of credit hours for new dual credit classes will be mutually agreed upon.
- Article III Item I: A teacher mentoring an experienced teacher new to the district shall be compensated at \$500 for the year. A teacher mentoring a teacher new to the profession will be paid through funding from the state mentoring plan.
- Early Retirement Bonus – For the 2019-2020 school year the Board of Education agrees to provide a one-time bonus incentive for any teacher submitting a letter for retirement at the end of the current school year by November 15th of current contract year. The bonus retirement incentive would be based on the following years of service in the USD 340 Jefferson West District.
 - 25 years of service to USD 340 a one-time payment of \$5,000
 - 26 years of service to USD 340 a one-time payment of \$6,000
 - 27 years of service to USD 340 a one-time payment of \$7,000
 - 28 years of service to USD 340 a one-time payment of \$8,000
 - 29 years of service to USD 340 a one-time payment of \$9,000
 - 30 years of service to USD 340 a one-time payment of \$10,000
 - This amount will not be included in KPERS contributions nor have an impact on your KPERS final average salary.
- Article XIII Duty Day-Duty Year Item D – The Board agrees to replace bold sentence at the end of D with: Due to the changes made with the 2019-20 JW High School schedule, a joint committee will form in April of 2020 to reassess and evaluate plan time changes and create a recommendation to both negotiating teams.

2021-22

- Article II Salary Schedule: The Board of Education agrees to add \$2,000 to the base salary and each cell on the salary schedule, one column movement to those that provided notice to the district of intent to move on the salary schedule (per Article II,

Letter K), and one step movement for all teachers not already on the bottom step of the column for the 2021-22 school year.

- Article III Additive Schedule: The Board of Education agrees to one step movement on the Additive schedule for the compensation paid for duties covered by the Additive Schedule for the 2021-22 school year.
- Early Retirement Bonus – The Board of Education agrees to provide a one-time bonus incentive for any teacher submitting a letter for retirement at the end of the current school year by November 15th of current contract year. The bonus retirement incentive would be based on the following years of service in the USD 340 Jefferson West District for the 2021-22 school year.
 - 25 years of service to USD 340 a one-time payment of \$5,000
 - 26 years of service to USD 340 a one-time payment of \$6,000
 - 27 years of service to USD 340 a one-time payment of \$7,000
 - 28 years of service to USD 340 a one-time payment of \$8,000
 - 29 years of service to USD 340 a one-time payment of \$9,000
 - 30 years of service to USD 340 a one-time payment of \$10,000

The Board agrees to form a joint committee to determine if insurance incentive is a viable option for early retirement.

The Board agrees to form a joint committee to review the additive schedule in the 2021-22 school year to determine the viability and equity of said schedule.

Due to the ever-changing nature of covid and the ongoing concerns with this virus, the Board understands there may be a need to come together to discuss creating a Memorandum of Understanding and agrees to do so.

2022-23

1). Early Retirement Bonus – For the 2022-2023 school year. The Board of Education will provide a one-time bonus incentive for any teacher submitting a letter for retirement at the end of the current school year by November 15th of the current contract year. The bonus retirement incentive would be based on the following years of service in the USD 340 Jefferson West District. This provision will sunset at the end of the 2022-2023 school year or before if the board of education adopts a formal policy presented by the joint committee.

25 years of service to USD 340, a one-time payment of \$5,000
26 years of service to USD 340, a one-time payment of \$6,000
27 years of service to USD 340, a one-time payment of \$7,000
28 years of service to USD 340, a one-time payment of \$8,000
29 years of service to USD 340, a one-time payment of \$9,000
30 years of service to USD 340, a one-time payment of \$10,000

**This amount will not be included in KPERS contributions nor have an impact on your KPERS final average salary.*

2). The Board agrees to continue a joint committee to determine if **insurance incentive is a viable option for early retirement.**

3). The Board agrees to continue **the joint committee to review the additive schedule** in the 2022-23 school year to determine the viability and equity of said schedule. The committee will present recommendations to be presented by the May 2023 regularly scheduled board of education as it becomes clear how the legislature will handle student finance with the new CPI provision that is in the current statute.

4) The Board agrees to form a joint committee to review the **due process language** presented by JWEA. This committee will be made up of one building administrator per attendance center, one teacher from each building, superintendent, and two board of education members. The committee will present their recommendations by the April 2023 regularly scheduled meeting.

4) C. **The district will re-enroll in the current health plan for the next three years, beginning in the 2022-23 school year.** The district will pay the employer rates as listed on the KHPA Non-State Group Monthly Base Rate Sheet, for the years 2022-23, 2023-24, 2024-25 with employer rates as determined on July 1, of that contract year for qualified KPERS contributing individuals. The Health Care Committee will educate staff on methods to ensure insurability and will review and recommend insurance coverage to the BoE based on research gathered over the next three years.

ARTICLE II: SALARY SCHEDULE

5) The Board of Education agrees to increase the base salary to **\$43,100 for the 2022-2023** school year. The Board of Education will negotiate a percentage increase for the 2023-2024 school year.

The Board of Education, as negotiated with JWEA, agrees to provide **one column of movement** to those that provided notice to the District of intent to move on the salary schedule (per Article II Letter K), placement that accurately reflects their years of experience with the bottom step in column 7 to be step 30.

A. Each professional employee shall advance **one step on the salary schedule** for the prior year's service. Salary schedule progression shall be applied once each year on the first day of each contract year. In the event of fiscal hardship, a suspension of this language will be by mutual agreement by both the Board and JWEA for the purpose of securing a contract.

The Board of Education will provide **TWO retention payments of \$500 (\$1000 per employee) after tax to all district employees who were employed on or before August 1st, 2022**, to be paid from the district's ESSER III allocation if an agreement is ratified by JWEA on or before **November 4th** and presented to the Board of Education for approval at the November 14th regularly scheduled meeting. **This is a one-time provision for the 2022-2023 contract year contingent on ESSER III application approval for retention based incentives. Paid in December 2022 and June 2023**

The Board of Education will **provide two additional duty-free days on the current 2022-2023 school calendar, pending full Board of Education approval. March 10th, 2023 and April 10th, 2023. This amendment will sunset at the end of the 2022-2023 contract year.**

