

# 2008-2009

**NEGOTIATED AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION - U.S.D. #340  
AND  
THE JEFFERSON WEST EDUCATORS ASSOCIATION**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-President, JWEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-President, JWEA

\_\_\_\_\_  
Date

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**ARTICLE I: DURATION OF AGREEMENT**

- A. This agreement is made between the Board of Education - U.S.D. #340 (Board) and the Jefferson West Educators Association (JWEA) for a period of *one (1) year* commencing *July 1, 2008, and ending June 30, 2009*.

# Jefferson West Educators Association

## SALARY SCHEDULE

### 2008-09

\$1050 addtl \$\$ in each cell from 2007-08 schedule

old base \$32,753

Column	Step							
	BS	BS+15	BS+30	BS+45 MS	BS+60 MS+15	BS+75 MS+30	BS+90 MS+45	
1	A	33,803	34,748	35,692	37,580	38,682	39,783	40,886
2 - 3	B	34,260	35,241	36,221	38,147	39,285	40,424	41,561
4	C	34,716	35,734	36,752	38,714	39,888	41,064	42,238
5 - 6	D	35,173	36,227	37,282	39,280	40,492	41,704	42,915
7	E	35,629	36,720	37,811	39,847	41,095	42,343	43,592
8 - 9	F	36,085	37,214	38,341	40,413	41,698	42,983	44,269
10	G	36,542	37,706	38,871	40,979	42,301	43,623	44,945
11 - 12	H	36,998	38,200	39,401	41,546	42,905	44,263	45,622
13	I		38,692	39,930	42,113	43,508	44,904	46,299
14 - 15	J		39,186	40,460	42,679	44,111	45,544	46,976
16	K		39,679	40,990	43,246	44,714	46,183	47,651
17 - 18	L			41,520	43,813	45,318	46,823	48,328
19	M			42,050	44,378	45,921	47,463	49,005
20 - 21	N			42,579	44,945	46,524	48,103	49,682
22	O				45,512	47,127	48,743	50,359
23 - 24	P				46,078	47,731	49,383	51,035
25	Q				46,645	48,334	50,023	51,712
26 - 27	R					48,937	50,663	52,389
28	S					49,540	51,303	53,066
29 - 30	T					50,144	51,943	53,742
31	U						52,583	54,419
32 - 33	V						53,222	55,095
34	W						53,863	55,772
35 - 36	X							56,449
37	Y							57,125
38 - 39	Z							57,802

**ARTICLE II: 2008-2009 SALARY SCHEDULE (Cont)**

- 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.
- 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 2007-08 school year, paying 100% of a single health plan premium and 55% of a dependent health plan premium for qualified KPERs contributing individuals, per month, to be applied solely to the district group health insurance plan. 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. 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 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 year's 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. All college hours earned subsequent to the bachelor's degree will be credited toward advancement on the salary schedule for those teachers hired prior to 1997-98.
- 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. All annual contract amounts shall be rounded off to the nearest dollar.

**ARTICLE III: 2008-2009 ADDITIVE SCHEDULE**

*Percentages are applied to the base salary, less \$1200 former fringe minus \$600.00 = \$600.00; with the goal of eliminating the \$2400 within a four year period.*

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.

**HIGH SCHOOL**

**MIDDLE SCHOOL**

**GROUP 1**

PEP CLUB  
SADD  
NHS  
*SKILLS USA*  
*THESPIANS*

ASS'T SPIRIT CLUB  
INTRAMURALS

**GROUP 2**

JOURNALISM  
HOMECOMING  
SR CLASS SPONSOR  
PROM SPONSOR

ELEMENTARY MUSIC  
SCHOLASTIC BOWL

**GROUP 3**

ASS'T PLAY  
ASS'T MUSICAL  
YEARBOOK  
SCHOLASTIC BOWL  
ASS'T WEIGHTS/CONDITIONING  
ASS'T FORENSICS  
STUCO  
*ASST WESTSTEPPERS*

SPIRIT CLUB  
WEIGHTS/CONDITIONING

**GROUP 4**

ASS'T GOLF  
PLAY  
MUSICAL  
PEP BAND  
*ASST CHEERLEADING*

CHEERLEADER

**GROUP 5**

ASS'T CROSS COUNTRY

ASS'T VOLLEYBALL  
ASS'T WRESTLING  
ASS'T TRACK  
*FCCLA*

**GROUP 6**

ASS'T TRACK  
ASS'T VOLLEYBALL  
ASS'T BASEBALL  
ASS'T SOFTBALL  
WEIGHTS/CONDITIONING  
CHEERLEADER  
WESTSTEPPERS

ASS'T FOOTBALL  
ASS'T BASKETBALL  
*CROSS COUNTRY*

**GROUP 7**

HEAD GOLF  
HEAD CROSS COUNTRY  
ASS'T BASKETBALL  
ASS'T FOOTBALL  
ASS'T 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  
ASS'T FOOTBALL DEF. COOR  
HEAD BASEBALL  
HEAD SOFTBALL

**GROUP 10**

HEAD FOOTBALL  
HEAD BASKETBALL  
HEAD TRACK COMBINED BOYS AND GIRLS  
FCCLA & VOC SPONSOR  
FFA & VOC SPONSOR  
HEAD WRESTLING

**GROUP 12**

ACTIVITIES/ATHLETIC DIRECTOR

**ARTICLE III: 2008-2009 ADDITIVE SCHEDULE (Cont)**

- 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 teacher contracted salary, *less \$600* former fringes, for the current year.
- E. The Board of Education will compensate any teacher teaching any Highland Junior College class or classes during the regular school day, \$100.00 total per teacher per semester, regardless of number of classes being taught.
- 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 each Building NCA Chairperson 4% of the District Base minus former fringe.
- H. The Board of Education will compensate one Building PDC Representative per building 3% of the District Base minus former fringe.
- I. *The Board of Education will compensate each teacher \$500 per year while maintaining National Board Certification.*





**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 \$80 per hour for undergraduate credit and \$120 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 5 days on a state-sponsored or university-sponsored education committee. A teacher may only serve on one such committee per school year.

**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 September 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: TERM LIFE INSURANCE**

- A. The Board shall provide, at district expense, term life insurance for all teachers at twice his/her annual salary plus additives raised to the nearest \$1,000. The teacher shall be taxed on premium amounts required for the insurance above \$50,000, in accordance with state and federal regulations.

## **ARTICLE VII: 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 district shall pay the supplemental sick leave portion of the salary protection insurance for each teacher.
- C. 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.
- D. 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.
- E. 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.
- F. Absence due to a disabling accident or in-hospital confinement for illness shall be covered from the first day by the district's salary protection insurance or by Worker's Compensation.
- G. 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 1/365<sup>th</sup> of that teacher's annual salary for any days away from work.

**ARTICLE VIII: EARLY RETIREMENT PLAN**

**Philosophy Statement**

The Board of Education of USD #340 may grant early retirement to all full-time employees who qualify. The primary purpose of the early retirement program is to maintain the best possible level of instruction, maintenance of plant and facilities, or providing top services for the students and patrons of the district. Secondary purposes of the program are to reward employees for their service to the district, to enhance the benefits of employment in the district and to facilitate the necessary and/or desirable early retirement of employees.

**Regulations and Guidelines for Early Retirement**

- A. Eligibility - All employees are eligible for early retirement if such employee is currently a full time employee of the district, has served a minimum of 20 years of full time service for USD #340, is not less than 55 years of age and not more that 64 years of age.
  
- B. Application - An employee may apply for early retirement by giving written notice to the Superintendent. Such written notice shall be given on or before April 1. Retirement date is to be considered the following school fiscal year. Following final action by the Board of Education on any application for early retirement, the Superintendent shall notify the applicant, in writing, of the final disposition and the date and amount of the annual early retirement benefits to be paid.
  
- C. Benefits - An eligible employee who takes early retirement will, for a maximum of five years, be entitled to receive annually from the school district a sum of money (early retirement benefit) contingent upon, the employee's final salary. Age plus service must equal 75, a minimum age of 55 years old and; minimum service years of 20 in Jefferson West USD #340.
  
- D. Rate Structure: 1/6 of 7/10 of 125% of the qualifying employee's final salary.
  
- E. Terms and Conditions - The following terms and conditions shall apply to the school district's early retirement plan:
  - a. The Board of Education retains the right to adopt the early retirement incentive program on a year to year basis. Should the Board choose to discontinue the program, notification shall be given to the staff in the period between July 1 and August 15, one year prior to discontinuing the program. The Board will not discontinue the program for the duration of the 2001-2003 agreement.
  
  - b. Any applicant meeting the requirements shall be granted such benefits by the Board of Education if the program is adopted for the following year.

## **ARTICLE VIII: EARLY RETIREMENT PLAN (Cont)**

- c. Should the Board decide not to adopt the early retirement incentive program in any given year, all staff members who were on the program prior to the non-adoption, but who retired during the 2007-2008 school year or later, will continue on the program until the completion of the contract year in which the employee reaches the fifth year of involvement in the plan. Employees who were a part of the program prior to the 2007-2008 school year will remain a part of the program until they are 65 years of age.
- d. If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Education.
- e. An employee who takes early retirement shall have the responsibility to keep the school district informed of his or her current mailing address and telephone number.
- f. Early retirement benefits shall run for no more than five years following the qualifying employee's retirement. The benefit will also cease upon the employee reaching 65 years of age or the death of the retired employee, whichever occurs first.
- g. Employees reaching their qualifying age prior to September 1st will receive their first check within the month of September. Employees reaching their qualifying age after September 1st thru December 31st will receive their first check the month after reaching the qualifying age.
- h. All retirees will receive their checks beginning in the month of September or in the first month after their stipulated retiring date on the district's regulated selected pay day. All remaining checks will be mailed out or may be picked up only by the retiree on the regular monthly payroll dates.
- i. Eligibility of early retirement will be determined by the Central Office of USD #340. An employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility. The form for application will be provided by the Central Office.
- j. In the event the Board of Education would increase the index percentage at any given year, those employees already retired and having some years left on their retirement benefit would also receive this newly approved index figure for their remaining years of eligibility. In the event the Board of Education would decrease the index percentage at any given year, those employees already participating in the retirement plan will not drop below the index percentage established when they entered the program.

**ARTICLE VIII: EARLY RETIREMENT PLAN (Cont)**

- k. Insurance coverage will be provided as state statutes and Board of Education policy allow. USD #340 Board of Education will allow any retiree to remain a part of the existing group plan(s) until said employee becomes 65 years of age. The retiree will have to pay for his monthly premium(s) and the amount will be deducted from his monthly early retirement benefit, or if the employee has exhausted the 5 year time period of the early retirement plan, the retiree may stay in the existing group until the age of 65 as long as the retiree pays 100% of the monthly premium(s). In the event the current staff would opt to change to a different company or change benefits, change coverage or change deductibles, the retiree would have the option of continuing with this new group plan(s) or new company, but would not be permitted to vote on any changes.
  
- l. Any employee retiring under this policy will not be permitted to be employed by USD #340 on a permanent, full-time basis after retirement.
  
- m. USD #340 will adopt an official 403(b) carrier for its employees. During the 2007-2008 school year, JWEA will make three recommendations to the Board of Education for official approval. Unless the District can show a monetary savings to the district, the Board will use one of the three recommended providers.

- 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 cases, normal attrition may not be sufficient to achieve the necessary reduction. A. 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.

- B. 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.

#### MISCELLANEOUS

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.

Temporary leaves are generally leaves of very short duration (i.e. 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 twice the daily rate paid substitute teachers.
5. Hourly absences shall be charged to available leave. Unused leave for partial days shall be paid at twice the hourly substitute teacher rate, 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-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 teachers' 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.



Short term leaves are generally of short duration (i.e. 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.
  - e. Retain group term life insurance benefits provided by the district at no cost to the certified employee for a period of time not to exceed 12 months from the date of beginning short term family leave.
3. Upon return from short term family leave, a certified employee will be guaranteed the assignment he/she held before the leave began.

#### **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 a 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.
  - e. Retain group term life insurance benefits provided by the district at no cost to the certified employee for a period of time not to exceed 12 months from the date of beginning a short term leave of absence.

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.
  - e. Retain group term life insurance benefits provided by the district at no cost to the certified employee for a period of time not to exceed 12 months from the date of beginning a short term military 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.

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.
  - e. Retain group term life insurance benefits provided by the district at no cost to the certified employee for period of time not to exceed 12 months form the date of beginning a short term political leave.
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 XII: 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.

### **ARTICLE XII: EXTENDED LEAVES (Cont)**

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. ***USERRA 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 paygrade 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 shall present both the committee's 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.

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#### **ARTICLE XII: EXTENDED LEAVES (Cont)**

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.

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**ARTICLE XIII: 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.

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**ARTICLE XIV: EXTRA PAY FOR EXTRA DUTY - ATHLETICS/ACTIVITIES**

- A. The district shall pay an amount of \$10.00 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.

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**ARTICLE XV: 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.
- 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.
- 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.

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**ARTICLE XVI: PAY FOR SUBSTITUTING**

- A. If a teacher covers a class for another, the teacher shall be paid \$20 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 XVII: DUTY-FREE LUNCH**

- A. Each teacher shall have a duty-free lunch period equal to the 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.

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## **ARTICLE XVIII: 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.

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 XIX: PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE**

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 60<sup>th</sup> school 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 a 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 employees' 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.

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**ARTICLE XX: GRIEVANCE**

A. PURPOSE

The purpose of this 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 Educators Association.
4. The grievant shall be present at all stages of the grievance procedure. At each step after the initial private conferences with his immediate administrative supervisor, the grievant shall be entitled to be accompanied by others who might contribute to the acceptable adjustment of the 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.

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### **ARTICLE XX: GRIEVANCE (Cont)**

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 of 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.

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**ARTICLE XX: GRIEVANCE (Cont)**

**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 at 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 make 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.

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### **ARTICLE XX: GRIEVANCE (Cont)**

#### **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 his 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.

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**2008-2009 NEGOTIATED AGREEMENT**

**ARTICLE XXI: 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 1997-98 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 second committee will study the options available for Health insurance. This committee shall also be composed of no less than 2 association members, the Superintendent, a building level administrator, a member of the classified staff. Other members may be added as agreed to by the parties.

**ARTICLE XXII: 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.