

Jefferson County North

Schools USD #339



Negotiated Agreement
2023-24

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PROCEDURAL AGREEMENT

DEFINITION

The Negotiated Agreement for Jefferson County North Schools, USD 339, applies to all licensed, professional employees, including librarians, excluding administrators and nurses.

Article I

Purpose:

The purpose of these procedures is to enable USD 339 and the Jefferson County North Education Association to move in an orderly manner while engaging in good faith efforts to reach agreement on the terms and conditions of professional service under the provisions of the Kansas Law on Professional Negotiations.

Article II

Selection of Teams:

The Board and the Association each has the right to select its own representatives. Each team shall be composed of no more than three (3) members. One member of each team shall serve as spokesperson for the team. A list of team members will be exchanged between the Board and Association prior to the beginning of negotiations. Alternate members of the team may be used by either side in the event a regular member cannot attend.

Article III

Good Faith Negotiations:

1. Each party will negotiate with the chosen representative of the other. The chosen representatives are Jefferson County North Educational Association and U.S.D. 339 Board of Education.
2. Each party will negotiate with the other honestly and in a bona fide effort to reach agreement.
3. Each party will meet at reasonable times and places in order to facilitate negotiations.
4. Each party will have the authority to make proposals and counter proposals, to compromise and make agreements subject to final ratification.

Article IV

Processing Agreements:

Negotiating sessions shall take place in open meetings encouraging both the Board and teachers to become involved with the negotiating procedure. In order to avoid the waste resulting from attempts to negotiate when the parties are in disagreement over basic facts, the Board and Association agrees to make

available on request such information as may be needed to develop sound proposals.

Article V

Agreements:

All items on which agreement has been reached will be presented as a package to both the licensed staff and the Board of Education for ratification as soon as possible after negotiations have ended. All negotiated items shall become effective and coincide with the 2023-24 contract date.

Article VI

FRINGE BENEFIT-IRS 125 SALARY REDUCTION CAFETERIA PLAN

The Board of Education shall furnish employees of Unified School District 339, Jefferson County, Kansas, (hereinafter "District") with a choice of receiving certain tax free benefits provided by District in lieu of taxable compensation. It is the intention of the District that the plan qualify as a salary reduction "Cafeteria Plan" within the meaning of Section 125 (d) of the Internal Revenue Code of 1954, as amended and that the benefits which an Employee elects to receive under the Plan be eligible for exclusion from such Employee's income under Section 125 (a) of the Internal Revenue Code of 1954, as amended. Should tax laws change and the school district becomes subject to 403(b) legislation, this section of the agreement may be modified mid-year. A committee will review proposed changes necessary to comply with federal and state law. The committee will recommend language changes to the negotiated agreement and the board and association will have final approval. The committee will be made up of, but not limited to, the superintendent, the board clerk, and two representatives of the bargaining unit.

Jefferson County North, USD #339, shall make available to its employees all benefits allowable under the Internal Revenue Code Section 125 Cafeteria Plan except the cash option. This includes both taxable and nontaxable benefits purchased with "before tax" and "after tax" dollars. Benefits will include, but are not limited to, health, dental and vision insurance.

The maximum amount available to each participant for the purchase of elected Benefits through salary reduction will be \$25,000 per plan year as currently set forth by USD #339's Section 125 plan.

The board reserves the right to determine, after consultation with employees through the Superintendent, the vendor and benefits of each insurance benefit included in the plan. This consultation shall occur through a committee made up of, but not limited to, the superintendent, board clerk, and two representatives from the bargaining unit. A committee meeting may be called by the superintendent when benefits change, or by the bargaining unit representatives when needed. A teacher deciding to reduce his/her salary must provide written notice to the Superintendent on forms provided by the Superintendent on or before September 1 of each year. The notification shall include the dollar amount of salary reduction

and the benefits desired. The benefits or the amount of salary reduction may not be changed during the plan year except changes in the amount of salary reduction will be allowed upon a change of family status of the employee as provided in the plan agreement or in the event of a termination of one of the plan benefits.

Negotiations will be opened should provisions pass that require, by law, a Declaration of vendors for annuity offerings be initiated.

Employer Paid Fringe Benefit

Effective on our health insurance renewal date the Board will adjust the benefit paid from our current benefit to: a) \$ 654.59 per month toward a single health insurance plan, or b) \$754.59 per month toward any plan above a single health insurance plan offered by the district for all full-time licensed teachers. Any new part time employee will receive the prorated amount of benefit coverage based upon their hours of work. Should the actual rate of the insurance be less than the fringe offered, employees may use the difference to purchase dental and/or vision insurance. Any additional difference will revert to USD #339 general fund.

In the event of a health insurance carrier change in which the health and dental insurance are offered as one policy the employee will be required to take the health insurance in order to get the dental benefit.

The monthly amount will terminate with the employee's termination of employment. The fringe amount shall be applied to the group health insurance plan selected by the board and may not be taken as cash by the teacher. All benefits and carriers of the group health insurance plan will be selected by the board. A committee of teachers and other employees participating in the district health insurance plan will make recommendations to the board regarding benefits and carriers.

Insurance Refunds

Any health insurance refunds shall first be used to reduce the cost of future health insurance premiums. If, for any reason, the district receives a cash refund for group health insurance, the amount of refund shall be distributed to the participating employees (including employees not subject to this agreement) and the Board in proportion to the contribution of each. Any payroll deduction or salary reduction amount shall be considered employee contribution. Any amount paid according to the "Employer Paid Fringe Benefit" section of this Agreement shall be Board contribution. The employees entitled to a distribution shall be those employees participating in the district plan in the year the refund is actually received by the district.

Article VII

LEAVE POLICY

A. Sick/Bereavement Leave

1. Each full-time employee shall start each year with eight (8) full days (sixty-four hours)

of sick/bereavement leave credit with full pay. Sick/bereavement leave days not used during the year shall not carry over to more than sixty (60) days (480) hours maximum to the credit of the employee. Those employed for more than ten (10) months per year shall receive one day (8 hours) per month worked over ten (10) months accumulative to five (5) times the annual sick/bereavement leave.

1a. Sick Leave Pool. A sick leave pool will be established by the teachers. At the beginning of the school year, individual teachers may contribute one of their contracted 8 sick/bereavement leave days (8 hours). After a contributing teacher has used all his/her accrued sick/bereavement leave days, they may apply to the pool administrators for additional days not to exceed five. More than five days (40 hours) may be given in extreme cases if agreed upon by the contributing body and the administrators of the pool. The pool shall be governed by one contributing teacher from each school and the superintendent or his designee of the district. Unused sick leave will be carried over to the following school year. If, at the beginning of the next school year, 75% or more of the contributed days are remaining, pool members will not be assessed another day that year. Once a teacher contributes to the pool, he/she is a member of the pool until the next contribution. If a teacher wishes to join the pool on a year when members are not required to contribute, he/she may contribute a day at the beginning of the year.

1b. Sick/bereavement leave days will be taken in minimum of one hour segments.

2. For personnel employed on the basis of a nine-month school year, salary adjustments for personal illness or absences not covered by the sick/bereavement leave shall be computed based on the number of contracted days.

3. The district will comply with all appropriate leave requests as determined by the federal Family and Medical Leave Act.

4. Pay for Unused Sick/Bereavement Leave. Upon proof of actual retirement according to KPERS requirements, a retiring teacher with 15 or more years of teaching experience in USD 339 shall be paid for their accumulated sick/bereavement leave. The payment will be at the rate of \$50.00 per day. In addition, the teacher must be employed by USD 339 at the time retirement is announced and must submit a notice of retirement by April 1 of the retirement year.

5. Retirement Bonus. The district will pay a retiring teacher with 15 or more years of teaching experience in USD 339 and five current years of consecutive service in USD 339 a lump sum payment upon retirement of \$100 per years of service in the district.

Retirement Bonus. (Grandfathered, 2018-19 contract) In addition, teachers shall receive a health insurance payment of \$250 per month, with the following conditions.

The teacher:

- a) at the signing of the 2018-19 contract, had previously earned 85 points per KPERS eligibility,
- b) is currently a full-time licensed teacher (on his/her 2017-18 contract) c) has been in the district health care plan at least 10 years and the previous 5 consecutive years,
- d) provides proof of retirement according to KPERS rules and

regulations.

e) the benefit is limited to two (2) years, and

f) is pursuant to K.S.A. 12-5040 (the benefit ceases when the employee becomes eligible to be covered under a plan of another employer, or

g) employee becomes Medicare eligible.

6. Death or Disability. Should a teacher with 15 or more years of teaching experience in USD 339 and have 5 consecutive years of current service become unable to teach in the district through disability or death, a lump sum payment of \$50 per accumulated sick and personal days up to 60, and \$100 per years of service in the district will be made to the teacher or a designated beneficiary.

B. Personal Leave

An employee shall be granted five (5) days (40 hours) personal leave per year.

The following conditions shall govern the granting of personal leave days:

1. Requests for personal leave shall be filed with the building principal at least five (5) days in advance of the anticipated leave date.

2. The availability of acceptable substitute arrangements.

3. The building principal shall acknowledge the request and forward it to the Superintendent.

4. No more than two (2) teachers per building and no more than four (4) teachers from the entire district will be granted personal leave on any one school day.

5. Personal leave days will be taken in minimum of one hour segments.

6. Personal leave will not be granted during the last week of the school year, on any regularly scheduled district inservice day, on days set aside for parent-teacher conferences and on the day immediately preceding or the day following a scheduled school holiday.

7. The Superintendent is granted the discretion to exceed the limitations placed on personal leave.

Further provided, that at the end of a contract year each employee will be compensated at the current rate of substitute pay (one school assignment) per day (8 hours) of unused personal leave remaining. Employees will be given the option to convert unused personal leave to sick days to be added to his/her accumulated total.

C. Leave for Jury Duty

Employees may be granted leave for service in court when called for jury duty or when subpoenaed as a witness related to his/her work at USD 339, provided the employee is not a party to the action.

An employee called to these duties will be paid his/her normal wage by the district for his/her normal work day. Money paid from the court to the employee must be turned in to the district office since the district is paying the employee's normal wage. If the daily pay for duty exceeds the daily pay from the district, the employee may keep the duty

pay in lieu of employee wage after reporting this to the district office. Reimbursement from the court for mileage is to be retained by the employee if he/she provided his/her own transportation.

D. Holiday Leave

The board shall adopt a school calendar each year that includes the following holidays, with the minimum number of days as designated:

Labor Day	1 school day
Thanksgiving	2 school days
Christmas	5 school days
Easter	1 school day
Spring break	3 school days

As designated, the calendar shall include the minimum number of days of each vacation. The board shall have the right to increase the number of vacation days beyond the minimum designated above.

E. Extended Leave

1. Extended leaves of absence shall normally be for one (1) semester or one (1) school year.
2. All requests for Extended Leaves of absence will be applied for in writing to the Board of Education, USD 339. The Board shall respond to all requests in writing.
3. The District's responsibility to Professional Employees with less than seven (7) years of experience in the district, returning from Extended Leave, is limited to selected placement in an available position for which the Professional Employee is licensed.
4. Professional Employees with seven (7) years of experience in the district, returning from an Extended Leave, shall be placed in the next available position for which he/she is licensed and if their former position is not available.
5. A Professional Employee on Extended Leave shall by March 1 of the school year in which the leave has been granted, inform the District in writing of a request for extension of leave, request to return, or their resignation for the subsequent school year. In the case of extended leave for personal health, this notification date will not be later than May 15th of the school year in which the leave has been taken.
6. While on Extended Leave the Professional Employee shall retain accumulated sick/personal leave. However, no additional sick/personal leave shall accrue during the Extended Leave period.
7. Return following Extended Leave shall place the Professional Employee on the salary schedule on the step the Professional employee would have occupied had the Extended Leave not occurred, except as specified above. The column placement shall be commensurate with the Professional Employee's current educational level.
8. The Professional Employee, while on Extended Leave, may continue to participate in any fringe benefits made available to other Professional employees by the Board of Education. Participation while on extended leave shall be at the Professional Employee's expense, and arrangements for paying of this benefit must be made in writing by the Professional Employee prior to beginning the leave. All premium payments must be paid on or before the monthly due date established by the district. The Board

recognizes the following reasons for granting an extended leave from duty to the Professional Employee:

a. Personal Health –

1) A Professional Employee whose illness or physical incapacity extends beyond the accumulated sick leave may be granted leave for the remainder of the contract year, without pay or increment. If the Professional Employee has completed more than half of the contract year, the increment shall accrue.

2) Request for leave must be accompanied by a statement from a licensed physician that such leave is necessary. The physician's statement shall clearly state the physical or mental disability, the nature of the disability or incapacity, and a projected date of return to duties. The cost of the physician's statement shall be borne by the Professional Employee.

3) If deemed necessary by the Board of Education, a second physical/mental examination by a Board appointed physician may be required. The cost of a Board appointed physician's examination shall be borne by the Board of Education. At the Board's discretion, a periodic statement from the Professional Employee's or the Board's physician may be required as described above. In the event the medical examinations conflict, a third examination may be ordered at Board expense to be conducted by a mutually acceptable physician.

4) Upon return from an extended leave of absence for health reasons; the Professional Employee will provide the District with a statement from the attending physician which summarizes the employee's physical/mental condition and affirms the Professional Employee's ability to resume duties. At the Board's discretion, a form supplied by the district may be required.

5) If deemed necessary by the Board of Education, a second physical/mental examination and assessment by a Board appointed physician may be required before the Professional Employee may return to duties. The cost of the physical examination and statement by the Board appointed physician shall be at the Board's expense. In the event the medical examinations conflict, a third examination may be ordered at Board expense to be conducted by a mutually acceptable physician.

6) A request for a single one-year extension of a personal health leave may be made. The request for an extension must be made in writing prior to May 15, for the next school year. A request for extension must be accompanied by a statement from a licensed physician that such leave is necessary. The physician's statement shall clearly state the physical /mental incapacity and the nature of the disability or incapacity.

b. Family Care Leave

Any Professional Employee may be granted Extended Leave for the purpose of caring for a member(s) of the immediate family. If the Professional Employee has completed more than half of the contract year, the increment shall accrue.

c. Other Extended Leave

The Superintendent may authorize, subject to the approval of the Board, an extended leave for any other purpose not expressly identified above.

EVALUATION PROCEDURE

Three Phase Evaluation System for Licensed Teaching Staff

Purpose: 1. Meet Statutory and Policy Requirement
2. Improve Instruction and student learning
3. Celebrate Outstanding Instruction

- Phase One..... Teacher in his/her first, second, third year of teaching
- Phase Two.....Teacher in his/her fourth or more year of teaching
- Phase Three.....Staff with a Plan of Assistance

Phase One:

- An employee within his/her first three years of teaching shall be evaluated twice a year by the 60th day of each semester.
- An employee within his/her first three years of teaching shall meet with evaluator within the first two weeks of starting to work.
- The evaluation process and forms are explained in detail at this meeting.
- "New to teaching" and "new to position" staff will be required to participate in a district-sponsored mentoring program unless an appropriate mentor is not available.
- Evaluator and/or mentor observe new staff member at least one time per week during 1st quarter. Periodic meetings with evaluator and/or mentor are held to review what has been observed. Strengths and weaknesses are discussed and documented in detail.
- A written evaluation (conducted by the evaluator) is completed by the 60th day of each semester. The written evaluation is completed at a summative evaluation conference. The teacher submits a self-assessment form one week prior to the summative conference.
- Based on evaluation results, the evaluator will:
 - a) continue current level of monitoring of progress,
 - b) reduce level of assistance but continue mentor and evaluator observations,
 - c) begin focus on formal assistance, or
 - d) consider non-renewal
- The teacher submits documentation as required by the district's evaluation instrument.

Phase Two:

- Licensed staff members are evaluated their fourth year of teaching and are evaluated thereafter every three years.
- Every staff member scheduled for an evaluation meets with the evaluator within the first two weeks of starting to work.
- The evaluation process and forms are explained in detail at this meeting.

- The evaluator observes staff member at least two times formally along with informal observations. One of the formal observations will be scheduled with the teacher.
- A written evaluation is conducted by February 15th. The written evaluation will be completed at a summative evaluation conference. The teacher submits a self assessment form one week prior to the summative conference.
- Based on evaluation results, the evaluator will:
 - a) continue Phase 2 evaluation cycle
 - b) move to Phase 3 status with a plan of assistance
- The teacher submits documentation as required by the district's evaluation instrument.

Phase Three:

- A licensed staff member may be moved to Phase Three when performance indicates there is a need for more intensive supervision of the individual. Phase 3 is recommended when one or more indicators on the evaluation instrument are marked developing.
- When possible and practical, a mentor will be assigned to help improve performance of the employee.
- A detailed plan of assistance is developed by the evaluator with input from the employee and the mentor.
- A timeline is established when the employee is placed in Phase Three status to enable the employee to return to a Phase 2, or to consider non-renewal of the employee.
- Formal evaluation conferences will be held every two weeks while the assistance plan is in effect. These conferences will include a written review of current performance and any recommendations or changes to the plan of assistance.
- At a minimum, a formal evaluation will be conducted by February 15th. The same procedures and forms for Phase 2 will be used for staff members on Phase 3.
- Based on evaluation results, the administrator will:
 - a) continue Phase 3 evaluation cycle with assistance
 - b) return the staff member to Phase 2 status
 - c) consider non-renewal

Evaluator is defined as any licensed school administrator in the district.

A mentor is defined as a licensed staff member on Phase 2 of the evaluation cycle who agrees to the assignment by administration and who agrees to attend mentor training.

The above evaluation cycles are considered minimums. Teachers can be placed on the evaluation cycle at any time with proper notice and review of the process and forms.

Article IX

GRIEVANCE PROCEDURE

A. Purpose.

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual teachers of USD 339 at the lowest possible level.

B. Definitions.

Grievance shall mean any alleged violation, misinterpretation or misapplication of the terms and conditions of the negotiated agreement.

Grievant means a licensed teacher employed by USD 339 having a grievance.

Except as otherwise defined, days shall mean school days when teachers are on duty.

C. Procedures.

In general, the adjustment of grievances shall be accomplished as rapidly as is possible. The number of days within which each step is prescribed to be accomplished shall be considered as maximum. The time limits prescribed in this agreement may be extended or reduced by mutual agreement between the parties involved. It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as the grievant is aware of a grievance, but in no event later than thirty (30) calendar days after the grievant became aware of the grievance or should have been aware of such grievance.

Level 1.

Following the filing of the grievance, the initial step in the process will be an informal conference with the grievant's immediate supervisor or principal.

Level 2.

If the grievant is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) days after the discussion of the grievance, the grievant may file a written grievance with the immediate supervisor or principal of the grievance. The immediate supervisor or principal will meet with the grievant within ten (10) days in an attempt to resolve the issue. The principal's resolution of the grievance will be presented to the grievant in writing within five (5) days of the final formal meeting.

Level 3.

If the grievant is not satisfied with the disposition of the grievance at Level 2, the grievant may submit the grievance to the superintendent. The written request for the superintendent to consider the grievance must be filed with the superintendent within ten (10) days following the written resolution at Level 2. Within ten (10) days upon receipt of the grievance, the superintendent will meet with the grievant in an effort to resolve the issue. The superintendent's decision shall be submitted in writing to the teacher within ten (10) days from the last meeting with the grievant.

Level 4.

If the grievant is not satisfied with the disposition of the grievance, the grievant may submit the issue to the board of education within ten (10) days of the receipt of the written decision from Level 3. The grievant may present the appeal to the board by submitting a written request to the clerk of the board. The board of education or a committee of members of the board appointed by the board president, shall within twenty (20) calendar days after receipt of the written request, meet and confer with the

grievant and render a recommendation to the board of education. At the next regular board meeting following receipt of the recommendation, the board shall consider the grievance and render its decision. The decision of the board of education shall be in writing and submitted to the teacher within ten (10) days following the meeting of the board. The decision of the board shall be final in all respects.

Representation.

The grievant and the board shall have a right to consultants or representatives (if they so choose) at each level of the grievance procedure.

Failure on the part of the grievant to pursue the grievance to the next level within the stated time lines will waive the grievance.

D. Miscellaneous Provisions.

1. It is the policy of the board to assure every teacher the opportunity to have the unobstructed use of the grievance procedure without reprisal or prejudice. 2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, then "days" shall be defined as those days the District Office is open for business.

3. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the grievant.

UNIFIED SCHOOL DISTRICT #339
GRIEVANCE REPORT FORM

PROCEDURE (1) (2) (3) (4) Date Filed _____

(Circle one to indicate level of Grievance)

Name of Grievant	Building	Assignment
_____	_____	_____

A. Date of cause of grievance occurred: _____

B. Relevant contract provisions _____

C. Statement of Grievant's claim (statement of facts upon which grievance is based – use additional pages if necessary): _____

D. Relief desired: _____

Signature _____ Date _____

Date Received _____

E. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature _____ Date _____

Article X

School Calendar

Three calendars shall be developed by the members of the Superintendent/ Board/ Teacher Committee. Representatives of that group will, as part of the calendar development process, utilize available draft calendars of other Keystone districts to develop a calendar that similarly aligns with other Keystone schools. The three proposed calendars shall be voted upon by the faculty and staff of USD 339. The proposal receiving the most votes shall then be submitted as a recommendation to the board at its next meeting. The committee will attempt to have calendar options completed by the April meeting.

As designated, the calendar shall include the minimum number of days of Holiday Leave.

Article XI

Notice of Vacancies

The superintendent shall post notice in the Central Office and in each building office and send via email to the EMS Staff and HS Staff district email groupings all teaching and supplemental vacancies. The notice will be posted at least seven (7) days before filling such vacancy. During times when school is not in session, notice will be posted in the central office and in district buildings in which the office is open.

Article XII

CONTRACT ISSUES

A. Contract Days

The number of contract days which teachers are required to work shall not exceed 185 days. The contract days shall be used for classroom instruction, inservice, Preschool workdays**, workdays prior to conferences**, school improvement work, Curriculum work, Parent-Teacher conference days, and check-out days as scheduled by the board.

The Superintendent/Board/Teacher Advisory Council may make recommendations to the board for the scheduling of the contract day.

*The Board schedule for days will include a minimum of four (4) teacher plan/grading days with 2 days being prior to the start of school with one of the days to include "Meet the Teacher Night" and 1 following each semester.

** Meetings will not be scheduled on workdays without prior written approval of the superintendent.

B. Summer Work

The Administration may, to the extent funded and authorized by the Board, schedule work sessions for curriculum development and school improvement. Teacher participation shall be mutually agreed upon. Teachers shall be selected by the Principal. Work Sessions scheduled during the summer shall be arranged by the Principal in cooperation with the participating teachers. Compensation shall be paid the same as for summer school teachers.

C. Lunch

All teachers shall be assured a duty free lunch period of no less than 25 minutes unless the teacher requests otherwise. If a teacher provides student lunch supervision during their assigned duty-free lunch the teacher will receive a free complimentary lunch from the district. Lunch supervision duty must be approved by the administration in order to receive the meal.

D. Head Teachers/Department Heads

A head teacher for each attendance center is to be the person in charge, due to an absence of the principal, and will be recommended by the administration and approved

by the board. Elementary/middle school head-teacher will be paid \$400 for each semester so assigned. The high school head teacher will be paid \$400 for each semester so assigned. The EMS will also have 3 Department Heads at each instructional level, K-2, 3-5, 6-8 respectively. Each Department Head will receive \$200 each semester so assigned.

E. Student Teachers

After discussions, evaluations, consultations, and final approval by the administration, a licensed cooperating teacher may be provided an opportunity to accept a student teacher.

Any money received by the district as reimbursements or payments may be distributed either to the classroom budget of the cooperating teacher or as payroll to the cooperating teacher.

Cooperating teachers who elect to receive a distribution will not be eligible to receive inservice points for supervising a student teacher.

F. Duty Day

The normal duty day shall be eight (8) continuous hours, including lunch period. The Board shall have the right to determine the number of teaching periods, length of instructional time and the right to change the components of the duty day.

G. Planning Time

In order to increase teaching effectiveness, the total weekly average (based upon 5 working days) of planning time for every teacher will be a minimum of 250 minutes. Planning time means freedom from a presence of a specific class, lunch time and travel time. For teachers instructing in both the EMS and the HS location, a travel time of 20 minutes shall be allotted.

H. RIF

If the Board decides that a Reduction of personnel becomes necessary, the Board shall accomplish the reduction through normal attrition.

Should further reduction be necessary, the administrative staff will determine the educational program needed for the students in accordance with the educational goals established by the Board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals.

The following will then apply in a random order (but not limited to) in determining the additional staff reduction; -years of service, -individual certification, -evaluations, training, and -skills.

Should a RIF occur, a teacher employed with the district with a minimum of 15 years of service in the district will be reimbursed for leave and service, the same as a person at retirement.

I. Early Termination of Contract

The following paragraph shall be included as part of the contract for each teacher and shall be stated in writing therein:

"The Board may choose to accept the resignation of a teacher tendered after the period established by state statute (two weeks following the third Friday in May) upon receipt of
\$200.00 for resignation received between June 5 through June 15,
\$500.00 for resignation received between June 16 through June 30,
\$1000.00 for resignation received after July 1

The board reserves the right to waive the payment requirement while still accepting the resignation."

J. Employee Discipline

1. Professional Employees are expected to comply with the rules, regulations, and directions adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.

2. Professional Employees shall not be disciplined or reprimanded in the presence of students, parents, other employees, or at public gatherings.

3. Disciplinary actions will be commensurate with the infraction. Evaluation will not be used as a disciplinary tool.

4. Steps for progressive employee discipline:

- a. Written Warning - The supervisor shares the concern(s) with the Professional Employee. Supervisor will share a written summary of the concern(s) and expectations with the Professional Employee and such documentation shall be maintained in the Professional Employee's personnel file. The employee may respond to the written summary in writing within ten (10) work days.
- b. Written Reprimand - The Professional Employee receives a signed and dated written reprimand. A copy shall be placed in the Professional Employee's personnel file. The Professional Employee has the right to respond in writing within ten (10) work days and that written response shall be attached to the documents in the personnel file.
- c. Suspension with Pay - The Professional Employee is suspended with pay. All documents shall be placed in the personnel file. The Professional Employee has the right to respond in writing within ten (10) work days and that written response shall be attached to the documents in the Professional Employee's personnel file.
- d. Suspension without Pay - The Professional Employee is suspended without pay. The Professional Employee shall be provided notice and an opportunity to meet with the board before a final decision to suspend without pay. The Professional Employee must request the meeting with the board within five (5) work days of the notice of suspension without pay. If no request for a meeting is made, the suspension without pay shall commence on the day following the expiration of the notice period. If a meeting is held and the board determines the suspension should be imposed, pay will cease on the day following the decision until the period of the suspension without pay ends. All documents shall be placed in their personnel file. The Professional Employee has the right to respond in writing within ten (10) work days of the suspension's effective date and that written response shall be attached to the documents in their Professional Employee's personnel file.

5. The above disciplinary actions are non-grievable except for non-renewal, termination, or suspension. Suspensions with or without pay must have the authorization of the Superintendent. Where circumstances permit, the Superintendent will allow the employee an opportunity to be heard before taking action on such suspensions. The employee may bring a personal representative to such a meeting.

6. The Administration will provide orientation on the disciplinary procedure.

7. Records of disciplinary action will be maintained for a minimum of three years. Subsequent to the three-year period, the disciplinary materials may be removed if both parties agree.

K. JCNEA Use of Resources

District facilities, equipment, computers, E-mail services, and intra-district mail service will be available to the Jefferson County North Education Association for usage for association purposes. Any such use may not be confidential, used during student contact time, and may be monitored or reviewed by the Administration or the Board of Education.

L. Retirement Notification

Deadline for a teacher to notify the Board of Education for retirement purposes for the following school year shall be April 1.

Article XIII

WAGES

A. Travel Pay

When contracted duties are required in both Nortonville and Winchester, the teacher/coach/sponsor will be paid an amount per mile as designated by officials for the State of Kansas as the rate per mile. This rate will be determined as of July 1 of each year. Reimbursement will be paid at the end of each month. USD #339 will not however be responsible for any travel to begin or end an individual's contracted day.

B. Exceptions for Schedule

Exceptions to the salary schedule may occur for certain teachers designated by the Board as special teachers. (i.e. hard-to-fill positions)

C. Summer School Teachers

Summer school teacher(s) shall be paid according to the previous school year's base salary (Col. 1-Step 0). The base amount shall be converted to an hourly rate, based on an eight (8) hour day.

D. Pay for College Hours

The Board will reimburse \$225.00 per college hour up to and including nine hours during summer sessions and six hours per regular semester term. Prior approval by the Superintendent is required if the course is undergraduate or if it is outside the teacher's license area. Teachers new to the district will not be paid for hours received prior to their

first contracted day.

Any On-line class, other than those classes approved by the Board of Regents and in licensed teaching area must receive prior approval of the Superintendent before enrolling, if reimbursement will be sought for those hours.

Notice should be provided to the Board Clerk within a month following enrollment in order to apply for reimbursement of any coursework. Teachers may file for reimbursement as soon as coursework is completed and a transcript is available.

Teachers must submit a request for reimbursement within six months of completion of a course. An official transcript must be filed with the request. Transcripts used for salary advancement must be submitted by October 1st in order to change placement on the salary schedule for the current year.

E. Class Coverage

Teachers assigned by the principal to teach another class during their planning period will be paid one-sixth (1/6) of the daily amount paid a substitute teacher.

When a teacher is asked, by the administration, to teach an additional class(es) of students along with his/her own, the teacher shall be compensated in the amount of \$10 per class period.

F. 5 year Teacher Certification Programs

Teachers who have graduated from a university requiring a five-year program for certification which includes graduate level courses in education earned as a part of the initial certification, shall be placed on the salary schedule in such a way that credit for graduate hours may be obtained.

G. Extra Duty Pay

Teachers shall be paid \$11.00 per hour paid in ¼ hour increments for the following listed extra duty assignments. The pay per session does not include events scheduled during the regular duty day.

MS & HS tickets/gate/ General Supervision if needed	1. volleyball 2. boys & girls basketball 3. football 4. plays 5. concession stand supervisor 6. baseball & softball
MS & HS score book/ Libero if needed	1. volleyball 2. boys & girls basketball 3. baseball & softball
Line Judge if needed	
MS & HS clock operator	1. volleyball 2. boys & girls basketball 3. football

MS & HS chain gang	1. football
MS & HS video	1. volleyball 2. boys & girls basketball 3. football 4. plays 5. vocal & instrumental concerts 6. baseball & softball
EMS/HS/District	1. photography for District Newspaper
EMS & HS	1. concert/play/drama supervision 2. science fair 3. spelling bee
HS	1. Weight room supervision outside of the duty day

H. Schedule Movement

A teacher may move across the compensation schedule upon accumulation of the required number of college credits and/or approved in-service points (twenty points equates one (1) college credit).

No more than 60 in-service points may be earned in one contract year. No more than twenty PDC points may come from Level I (Knowledge or Service to the Profession) and at least 20 of the 60 points must come from Level III (Impact).

Unlimited in service points may be used for recertification.

To move beyond the BS+40 column on the compensation schedule, the teacher will have a master's degree.

I. Extended Contract Pay / After School Assistance Program (ASAP)

Extended Contract days will be added to the following employee contracts and paid on a per diem basis within the following parameters;

- Librarians with a guarantee of 5 additional days, with a possibility of an additional 5 more if needed
- Counselors with a guarantee of 5 additional days with a possibility of an additional 15 more if needed
- Personnel agreeing to perform the technology upgrade/work during the summer will be compensated at an hourly rate based upon the individual's teaching contract.

J. Extended Teaching Day Pay

Teachers shall be paid \$18.00 per hour in ¼ hour increments for mutually agreed upon extended day programmed teaching assignments and for preparation for those activities. The pay per assignment does not include events scheduled during the regular duty day. Agreed-upon activities and events are: school improvement, guided reading

evening presentations, and student improvement team meetings which must be held outside the regular duty day. Other activities must have prior approval of the Superintendent to be eligible for compensation. Teachers may receive PDC points for PDC approved activities or monetary compensation, but not both.

K. National Board Certification Pay

Any Teacher who has successfully earned National Board Certification will be awarded \$1000 yearly for the life of the certificate.

L. New Teacher Mentor

Teachers who agree to serve as a mentor to an "initial licensed" teacher will be paid \$1,000 by the district if they successfully complete the requirements of the state approved mentor 1st year program. Teachers who agree to serve as a mentor to an "initial licensed" teacher during his/her 2nd year will be paid \$500.00 by the district if they successfully complete the requirements of the state-approved mentor 2nd year program. Teachers who agree to serve as a mentor to a "new to the position" teacher will be paid \$500.

M. Dual District Pay

Teachers shared between Jefferson County North and another local school district will be paid an additional \$1500 (cost to be shared between districts) for expectations placed upon the individual teacher in meeting the demands of the shared position.

2023-2024 Salary Schedule

High Base (MS+50, Step20)

\$61,850

Low Base (BS, Step 0)

\$43,520

Experience	BS + 0	BS + 10	BS + 20	BS + 30	BS + 40	MS + 0	MS + 10	MS + 20	MS + 30	MS + 40	MS + 50
0	43,520	43,920	44,320	44,720	45,120	46,120	46,620	47,120	47,620	48,220	48,820
1	44,020	44,420	44,820	45,220	45,620	46,620	47,120	47,620	48,120	48,720	49,420
2	44,520	44,920	45,320	45,720	46,120	47,120	47,620	48,120	48,620	49,220	50,020
3	45,020	45,420	45,820	46,220	46,620	47,620	48,120	48,620	49,120	49,820	50,620
4	45,520	45,920	46,320	46,720	47,120	48,120	48,620	49,120	49,720	50,420	51,220
5	46,120	46,420	46,820	47,220	47,620	48,620	49,120	49,620	50,320	51,020	51,820
6	46,820	46,920	47,320	47,720	48,120	49,120	49,620	50,120	50,920	51,620	52,420
7	46,820	47,420	47,820	48,220	48,620	49,620	50,120	50,620	51,520	52,220	53,020
8	46,820	48,020	48,320	48,720	49,120	50,120	50,620	51,220	52,120	52,820	53,620
9	46,820	48,720	48,820	49,220	49,620	50,620	51,120	51,820	52,720	53,420	54,220
10	46,820	48,720	49,320	49,720	50,120	51,120	51,620	52,420	53,320	54,020	54,820
11	46,820	48,720	49,920	50,220	50,620	51,620	52,220	53,020	53,920	54,620	55,520
12	46,820	48,720	50,620	50,720	51,120	52,120	52,820	53,620	54,520	55,220	56,220
13	46,820	48,720	50,620	51,320	51,620	52,620	53,420	54,220	55,120	55,920	56,920
14	46,820	48,720	50,620	51,920	52,120	53,120	54,020	54,820	55,720	56,620	57,620
15	46,820	48,720	50,620	52,620	52,720	53,720	54,620	55,420	56,420	57,320	58,320
16	46,820	48,720	50,620	52,620	53,320	54,320	55,220	56,020	57,120	58,020	59,020
17	46,820	48,720	50,620	52,620	53,920	54,920	55,820	56,720	57,820	58,720	59,720
18	46,820	48,720	50,620	52,620	54,620	55,520	56,420	57,420	58,520	59,420	60,420
19	46,820	48,720	50,620	52,620	54,620	56,120	57,120	58,120	59,220	60,120	61,120

Base \$43,520

Extra Class assignment		15.0%		6,528.00
Band Director		10.0%		4,352.00
HS Head Football		11.0%		4,787.20
HS Assistant Football		7.0%		3,046.40
HS Head Volleyball		11.0%		4,787.20
HS Assistant Volleyball		7.0%		3,046.40
MS/HS Head Cross Country		11.0%		4,787.20
MS/HS Assistant Cross Country		7.0%		3,046.40
HS Head Boys Basketball		11.0%		4,787.20
HS Assistant Boys Basketball		7.0%		3,046.40
HS Head Girls Basketball		11.0%		4,787.20
HS Assistant Girls Basketball		7.0%		3,046.40
HS Head Boys Track		11.0%		4,787.20
HS Head Girls Track		11.0%		4,787.20
HS Assistant Track		7.0%		3,046.40
*,*Freshman Football, Basketball, Volleyball		6.0%		2,611.20
HS Spirit Squad Sponsor		7.0%		3,046.40
HS Asst Spirit Squad Sponsor		6.0%		2,611.20
HS Weightlifting Coach (shared @ 2.5% each)		5.0%		2,176.00
HS Career Cruising		2.0%		870.40
HS Character Education		2.0%		870.40
HS Head FBLA		6.0%		2,611.20
HS Assistant FBLA		4.0%		1,740.80
HS Head FFA		6.0%		2,611.20
HS Yearbook		3.0%		1,305.60
HS Jr. Class Sponsors (shared @1.0% each) Limit 2		1.0%		435.20
HS Student Council		3.0%		1,305.60
HS Scholar Bowl (shared @ 3.0% each)		6.0%		2,611.20
HS Speech/Forensics		6.0%		2,611.20
HS Thespian Sponsor		4.0%		1,740.80
*HS Music Master Production (Fall)		4.0%		1,740.80
*HS Master Play (Spring)		4.0%		1,740.80
*HS Assistant Master Play		2.0%		870.40
HS Activities Director		12.0%		5,222.40
Asst Activities Director		7.0%		3,046.40
Summer Weights Program		8.0%		3,481.60
MS Head Football		7.5%		3,264.00
MS Assistant Football		5.0%		2,176.00
MS Head Volleyball		7.5%		3,264.00
MS Assistant Volleyball		5.0%		2,176.00
MS Head Boys Basketball		7.5%		3,264.00
MS Head Girls Basketball		7.5%		3,264.00
MS Assistant Basketball		5.0%		2,176.00
MS Head Boys Track		7.5%		3,264.00
MS Head Girls Track		7.5%		3,264.00
MS Assistant Track		5.0%		2,176.00

MS Pep Club		4.0%		1,740.80
MS Cheerleader Sponsor		8.0%		3,481.60
MS Scholar Bowl		2.5%		1,088.00
*MS Master Music Production/Play		2.75%		1,196.80
*MS Asst Master Music Production/Play		2.25%		979.20
Elem./Middle School Vocal Concert Director		2.00%		870.40
HS Head Baseball Coach		11.00%		4,787.20
HS Asst. Baseball Coach		7.00%		3,046.40
HS Head Softball Coach		11.00%		4,787.20
HS Asst Softball Coach		7.0%		3,046.40
MS Activities Director		10.0%		4,352.00

*Prior approval of Superintendent

***When a Junior Varsity Coach must coach Freshman or Sophomore games, the pay will be \$75 per date.

Supplemental Salary Schedule

Coaching assignments which provide for an assistant coach and no assistant is available, the head coach will receive fifty percent (50%) of the assistant coach's supplemental salary—i.e., (Head Football High School would be 10% + 3% or total of 13% of base.) This item does not apply to activities directors as it is not a coaching assignment.

If one person does both the head high school girls track coach and the head high school boys track coach positions they shall receive 16.5 percent of the base.

If one person does both the head middle school girls track coach and the head middle school boys track coach positions they shall receive 11.25 percent of the base.

Bus driving by coaches or sponsors with a CDL, who choose to drive to or from any activity, will not have this time as part of their supplemental duty.

**TEACHER CONTRACT, USD NO. 339
JEFFERSON COUNTY NORTH, WINCHESTER, KS**

Title: **Teacher**

Reports to: **Building Principal**

Supervises: **Students, teacher aides, and volunteers as assigned**

Purposes and Objectives of the Position: To facilitate student achievement on local, state and national assessments that are the foundational elements of the school accreditation process; and to help students develop into mature, able and responsible citizens. As many of their duties will be supervising groups of children without the benefit of additional help or administrative supervision, the job requires significant self-discipline, internal motivation, and sound judgment.

Essential Job Functions:

I. The teacher oversees safe and orderly classrooms.

- ♦ Creates a safe and orderly environment that facilitates positive behavior and learning for all students.
- ♦ Takes appropriate action when students exhibit emotionally/physically distressed behaviors.
- ♦ Supervises students as assigned.

II. The teacher strives for student achievement for all student groups and oversees efficient student performance.

- ♦ Evaluates the progress of individual students and student groups through the use of appropriate testing techniques and with the assistance of technology when appropriate.
- ♦ Sets high expectations for learning for all students based on their individual needs.
- ♦ Uses a variety of instructional materials, activities and approaches appropriate to the diverse needs of individual learners.
- ♦ Develops and monitors plans of improvement for students who are not meeting academic goals.

III. The teacher builds positive school/community relations.

- ♦ Supports the mission of the school and district.

IV. The teacher leads the students in developing constructive peer and student/teacher relations.

- ♦ Assists students to develop appropriate communications skills.
- ♦ Assists students in development of thinking skills.
- ♦ Follows all district policies, handbooks, and regulations.

V. The teacher practices responsible fiscal, facility, and resource management.

- ♦ Obtains classroom supplies and equipment following building budget guidelines.
- ♦ Establishes behavior guidelines that ensure the care and maintenance of district facilities and equipment.

VI. The teacher models positive professional attributes.

- ♦ Participates in professional activities to enhance knowledge and skills.
- ♦ Uses written and spoken language well.
- ♦ Maintains parental contact.
- ♦ Handles student work in a timely, confidential and effective manner.
- ♦ Maintains classroom hours sufficient to meet job expectations.

Other Duties

- ♦ Performs other duties as assigned by the supervisor and in accordance with the provisions of the USD 339 Board of Education.

Knowledge, Skills, and Abilities Required:

- ♦ A valid building-level/subject area license issued by the Kansas State Board of

Article XIV

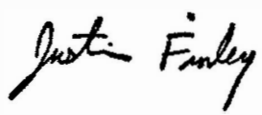
Duration of Agreement

This agreement negotiated and ratified by the Board of Education of Unified School District No. 339 and the JCN Education Association shall be effective for a one-year period commencing on July 1, 2023 and continuing through June 30, 2024.

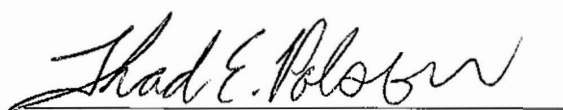
Dated this 10 day of July, 2023, at Winchester, Kansas.

ATTEST:


Clerk of the Board


By: President, Board of Education Unified
School District No. 339

Dated this 10 day of July, 2023 at Winchester, Kansas


President, JCN Education Association