# 2026-27

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

President, Board of Education — Date: 11-2-26

President, JWEA — Date: 10-27-26

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## ARTICLE I: DURATION OF AGREEMENT

A. This agreement is made between the Board of Education – USD #340 (Board) and the Jefferson West Educators Association (JWEA) for a period of ***one (1) year*** commencing ***July 1, 2026, and ending June 30, 2027.***

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

# ARTICLE II: SALARY SCHEDULE 2026-2027

Step & movement

| Column | BS | BS+15 | BS+30 | BS+45 MS | BS+60 MS+15 | BS+75 MS+30 | BS+90 MS+45 | Column |
|---|---|---|---|---|---|---|---|---|
| Step | | | | | | | | Step |
| 1 | 46,790 | 47,851 | 48,911 | 51,744 | 52,975 | 54,207 | 55,437 | 1 |
| 2 | 47,331 | 48,392 | 49,452 | 52,285 | 53,516 | 54,748 | 55,978 | 2 |
| 3 | 47,872 | 48,933 | 49,993 | 52,826 | 54,057 | 55,289 | 56,519 | 3 |
| 4 | 48,413 | 49,474 | 50,534 | 53,367 | 54,598 | 55,830 | 57,060 | 4 |
| 5 | 48,954 | 50,015 | 51,075 | 53,908 | 55,139 | 56,371 | 57,601 | 5 |
| 6 | 49,495 | 50,556 | 51,616 | 54,449 | 55,680 | 56,912 | 58,142 | 6 |
| 7 | 50,036 | 51,097 | 52,157 | 54,990 | 56,221 | 57,453 | 58,683 | 7 |
| 8 | 50,577 | 51,638 | 52,698 | 55,531 | 56,762 | 57,994 | 59,224 | 8 |
| 9 | | 52,179 | 53,239 | 56,072 | 57,303 | 58,535 | 59,765 | 9 |
| 10 | | 52,720 | 53,780 | 56,613 | 57,844 | 59,076 | 60,306 | 10 |
| 11 | | 53,261 | 54,321 | 57,154 | 58,385 | 59,617 | 60,847 | 11 |
| 12 | | 53,802 | 54,862 | 57,695 | 58,926 | 60,158 | 61,388 | 12 |
| 13 | | 54,343 | 55,403 | 58,236 | 59,467 | 60,699 | 61,929 | 13 |
| 14 | | 54,884 | 55,944 | 58,777 | 60,008 | 61,240 | 62,470 | 14 |
| 15 | | 55,425 | 56,485 | 59,318 | 60,549 | 61,781 | 63,011 | 15 |
| 16 | | 55,966 | 57,026 | 59,859 | 61,090 | 62,322 | 63,552 | 16 |
| 17 | | 56,507 | 57,567 | 60,400 | 61,631 | 62,863 | 64,093 | 17 |
| 18 | | 57,048 | 58,108 | | 62,172 | 63,404 | 64,634 | 18 |
| 19 | | 57,589 | 58,649 | | 62,713 | 63,945 | 65,175 | 19 |
| 20 | | 58,130 | 59,190 | | 63,254 | 64,486 | 65,716 | 20 |
| 21 | | 58,671 | 59,731 | | 63,795 | 65,027 | 66,257 | 21 |
| 22 | | | 60,272 | | 64,336 | 65,568 | 66,798 | 22 |
| 23 | | | 60,813 | | | 66,109 | 67,339 | 23 |
| 24 | | | 61,354 | | | 66,650 | 67,880 | 24 |
| 25 | | | 61,895 | | | 67,191 | 68,421 | 25 |
| 26 | | | 62,436 | | | 67,732 | 68,962 | 26 |
| 27 | | | | | | | 69,503 | 27 |
| 28 | | | | | | | 70,044 | 28 |
| 29 | | | | | | | 70,585 | 29 |
| 30 | | | | | | | 71,126 | 30 |
| 31 | | | | | | | 71,667 | 31 |
| 32 | | | | | | | 72,208 | 32 |

## ARTICLE II: SALARY SCHEDULE (cont.)

**Based on the contract, JWEA maintains step and movement for all eligible employees.**

**JWEA and the JW Board agree to add an additional step to Column 7 creating step 32.**

The Board of Education, as negotiated with JWEA, agrees to provide one column of movement to those that provided notice to the District of intent to move on the salary schedule (per Article II Letter K), placement that accurately reflects their years of experience with the bottom step in column 7 to be step 32.

A. Each professional employee shall advance one step on the salary schedule for the prior years' service. Salary schedule progression shall be applied once each year on the first day of each contract year. In the event of fiscal hardship, a suspension of this language will be by mutual agreement by both the Board and JWEA for the purpose of securing a contract.
B. Curriculum and plan coverage be based on the base salary divided by 1464 hours.
C. The district will re-enroll in the current health plan for the next three years, beginning in the 2025-26 school year. The district will pay the employer rates as listed on the KHPA Non-State Group Monthly Base Rate Sheet, for the years 2025-26, 2026-27, 2027-28 with employer rates as determined on July 1, of that contract year for qualified KPERS contributing individuals. The Health Care Committee will educate staff on methods to ensure insurability and will review and recommend insurance coverage to the BoE based on research gathered over the next three years.
D. Teachers new to the district will be credited with degrees and hours placing them in the appropriate column based upon the following criteria beginning from: 1) the date endorsed to teach by the parent institution and 2) the date of eligibility for certification by the Kansas State Department of Education. Any teacher hired by the district prior to 1997-1998 may move across the salary schedule without earning a master's degree. Teachers new to the district in 1997-98 and beyond cannot move beyond Column 3 without a master's degree.
E. The Board of Education reserves the right of initial placement on the salary schedule of teachers new to the district. Teachers will be placed on the salary schedule congruent to current staff member education and experience.
F. Teachers who teach less than full-time shall be paid a prorated portion of the salary paid for a full-time teacher with the same education and experience. Teachers who teach less than full-time shall progress on the salary schedule in the same manner as a full-time teacher. Teachers who are on an extended contract shall be paid their daily rate of teaching pay for the fiscal year in which service is rendered.

G. Teachers moving across the schedule are allowed to advance down only one step regardless of years' experience.
H. College hours will be submitted to the Superintendent before a class is taken to be credited toward advancement on the salary schedule. Hours will be in an approved advanced degree program or applicable to the teaching field.
I. An official transcript or grade report followed by an official transcript of college hours earned since fulfillment of the last contract must be on file in the Central Office by September 1st to entitle a teacher to any adjustment on the salary schedule.
J. Professional Development Points approved by the local Professional Development Committee (PDC) shall be credited for movement at the rate specified in the Professional Development Plan.
K. Teachers must provide written notification to the Superintendent of their intention to move horizontally across the salary schedule on or before the official date teachers must notify their district of their intentions to leave the district as dictated by law.
L. All annual contract amounts shall be rounded off to the nearest dollar.
M. The USD 340 Board agrees to establish a 403(b) Match Plan for all employees covered under the Negotiated Agreement (certified staff) to be funded through Security Benefit. The board will match the voluntary contribution of each professional employee to the district- approved 403(b) plan up to $50 per month (1:1) for those employees on the Kpers 1 or 2 Tier; and will provide a 2:1 match for those employees on Kpers 3 Tier, with a maximum board contribution of $100 per month. (Example: a tier 1 or tier 2 Kpers employee that contributes $50 per month, will receive a district contributions of $50 per month; a tier 3 Kpers employee that contributes $50 per month, will receive a district contribution of $100 per month). The following vesting schedule will be followed for employees of the district.

| KPERS 1&2 Tier Employees | KPERS 3 Tier Employees |
|---|---|
| 7-year Vesting Schedule | 5-year Vesting Schedule |
| 1:1 Match, $50 max | 2:1 Match, $100 max |
| Year 1 – 0 Percent | Year 1 – 0 Percent |
| Year 2 – 0 Percent | Year 2 – 25 Percent |
| Year 3 – 20 Percent | Year 3 – 50 Percent |
| Year 4 – 40 Percent | Year 4 – 75 Percent |
| Year 5 – 60 Percent | Year 5 – 100 Percent |
| Year 6 – 80 Percent | |
| Year 7 – 100 Percent | |

USD 340 will allow current full-time employees with consecutive years of service to count toward the vesting schedule at the time of implementation.
The board and JWEA agree to the following early notification of retirement schedule. This payment will go towards the employees 403(b) plan.

- 2024-2025 School Year: 25+ Years of Service to USD 340 $9,000
- 2025-2026 School Year: 25+ Years of Service to USD 340 $8,000
- 2026-2027 School Year: 25+ Years of Service to USD 340 $7,000
- 2027-2028 School Year: 25+ Years of Service to USD 340 $6,000

- 2028-2029 School Year: 25+ Years of Service to USD 340 $5,000
- 2029 - and Beyond: 25+ Years of Service to USD 340 $2,000
- In order to be eligible, the employee must notify the Superintendent and USD 340 Board of Education by November 15th, 2026, in writing of intent to retire.

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

**The years from 2024-2025 through 2028-2029 stipend will be paid to the employee in the fiscal year following the year of retirement notice. The payment will be made on or before October 1st of the year.*

**Stipends from 2029 and beyond will be paid in the fiscal year of retirement notice.*

N. All positions will be posted in all school lounges, on district website and through email sent to staff by supervising administrator. Current certified staff have first opportunities for positions.

For teachers that follow a traditional path, placement on the salary schedule will be shared with the JWEA with documentation in a reasonable time frame (2-3 weeks depending on the time of year and when the candidate accepts the offer).

Non-traditional teachers will be placed accordingly using the Nontraditional Experience Salary Placement rubric, and that placement will be communicated with the JWEA, along with documentation, during the hiring process.

**Section Q: Nontraditional Experience Salary Placement**

**Non-traditional teachers will be placed accordingly using the Nontraditional Experience Salary Placement rubric, and that placement will be communicated with the JWEA, along with documentation, during the hiring process.**

## NONTRADITIONAL EXPERIENCE SALARY PLACEMENT

**District Reference Sheet**

**Purpose: To provide a consistent and transparent method for evaluating nontraditional experience when placing teachers on the district salary schedule.**

**A. Categories of Experience Considered**

**The district may award salary schedule credit for the following types of prior experience:**

**1. K–12 Public School Teaching**

**2. Private or Independent School Teaching**

**3. University or Higher Education Instruction**

**4. Industry / Business Experience Related to the Teaching Assignment**

**5. Other Relevant Instructional or Training Roles including para-professional and long term substitute teaching.**

**B. Salary Credit Rubric**

**1. K–12 Public School Experience (attained after the earning of any Bachelor Degree in any field) Counted year-for-year (1.0 credit per year)**

**1.a. Para-professional 0.5 per year**

**1.b. Long-term substitute teaching 0.75**

**2. Private or Independent School Teaching**

- **Accredited/state recognized public or private school, full-time 1.0 credit per year**
- **Non-accredited or part-time .75 credit per year**
- **Accredited Homeschool with current teaching license .5 credit per year**

**2.a. Para-professional 0.5 per year**

**2.b. Long-term substitute teaching 0.75**

**3. University / Higher Education Teaching**

- **Full-time teaching load in subject area (≥9 credit hours/semester) 1.0 credit per year**
- **Adjunct or part-time college instruction, based on hours taught 0.5 credit per year**
- **Graduate assistant / limited instructional role 0 credit per year**

**4. Industry / Business Experience in Related Field (degree or certification in field hired for)** ***(CTE, agriculture, business, engineering, trades, technology, etc.)***

- **Directly aligned with the teaching assignment 0.25 credit per year**
- **Industry recognized certification, MBA, or other national certification 0.25 credit per**
- **year**
- **Supervisory/lead/technical roles 0.25 credit per year**
- **Unrelated Experience 0 credit per year**

**5. Other Instructional or Training Experience**

- **Full-time adult/youth instruction or corporate training .25 credit per year**
- **Curriculum, instructional design, or coaching roles .25 credit per year**

**C. Placement Process**

**1. Applicant submits verified employment history.**

**2. Administration categorizes each experience using the five categories above.**

**3. Rubric weights are applied to calculate total years of credit.**
**4. Placement is made on the salary schedule at the nearest step rounded upwards (for instance, 8.25 becomes 9)**
**5. Guiding Principles**
**Consistency – All candidates evaluated using the same rubric.**
**Transparency – Applicants understand how placement is determined.**
**Fairness – Credit awarded for meaningful instructional and job-related experience.**
**Fiscal Responsibility – Maintains predictable long-term costs.**

**Any time a candidate falls outside of these parameters, administration will contact the JWEA President for consultation.**
**Part time in any scenario is a half of the experience weighting.**
**Partial years will be prorated based on assignment.**
**All credit determinations require verifiable documentation.**

**With the addition of this Section to the contract, all teachers already employed with USD 340 as of ratification of this contract will have the opportunity to request new placement on the salary schedule based on this rubric. Teachers will have until May 2027 to request this new placement and will be given such placement based on the rubric with documentation (as would anyone newly hired.)**

**Section R: Retirement Insurance/Medical Expense Payment**

**A) Teachers who retire from the JW School District shall notify the district of their retirement in writing. (The Board and JWEA agree to define Teacher as any employee of the School District (other than administrative employees) who is regularly assigned, on a part-time or full-time basis, to the teaching staff of the district in a position, which requires a license or certificate issued by the State Department of Education. Teacher includes elementary and secondary classroom teachers, reading specialist; counselors; and librarians. The term "Teacher" shall not include substitute teachers or instructional aides.)**

**B) Teachers with at least 20 years of service to the district who have begun drawing KPERS are eligible for the following:**

**$6600 payable in one lump sum per year (with disbursement on or before October 1 of each year) for up to 3 years or until the employee reaches the age of 65, where it will be prorated for that year depending on the month**

**that they turn 65.**

## ARTICLE III: ADDITIVE SCHEDULE

Percentages are applied to the base salary. Each step in column 1 is 103% of the previous step; column 2 is 104% of the previous step; and column 3 is 105% of the previous step. The Board of Education agrees to one step movement on the Additive schedule for the compensation paid for duties covered by the Additive Schedule for the **2026-27** school year. The Board of Education agrees to continue compensating employees on the additive schedule, as outlined and practiced in prior years. The board and the association agrees to make adjustments during the year as needed.

**Beginning in the fall semester of the 2026-27 school year (no later than October 1, 2026), a new additive schedule committee will be formed to review the language and recommendations of the additive schedule committee. This committee will consist of 2 board members and 4 teachers that are selected by the JWEA. This new committee will review the recommendations and provide guidance on phasing in the new additive schedule proposals.**

| | HIGH SCHOOL | MIDDLE SCHOOL |
|---|---|---|
| GROUP 1 | PEP CLUB<br>SADD<br>NHS<br>SKILLS USA<br>THESPIANS | ASST SPIRIT CLUB<br>INTRAMURALS |
| GROUP 2 | JOURNALISM<br>HOMECOMING<br>SR CLASS SPONSOR<br>PROM SPONSOR<br>SPANISH CLUB | ELEMENTARY MUSIC<br>SCHOLASTIC BOWL |
| GROUP 3 | ASST PLAY<br>ASST MUSICAL<br>YEARBOOK<br>SCHOLASTIC BOWL<br>ASST WEIGHTS/CONDITIONING<br>ASST FORENSICS<br>STUCO<br>ASST WESTSTEPPERS | SPIRIT CLUB<br>WEIGHTS/CONDITIONING |
| GROUP 4 | PLAY<br>MUSICAL<br>PEP BAND<br>ASST CHEERLEADING | CHEERLEADER |

| | | |
|---|---|---|
| GROUP 5 | | ASST VOLLEYBALL<br>ASST WRESTLING<br>ASST TRACK<br>FCCLA |
| GROUP 6 | ASST TRACK<br>ASST VOLLEYBALL<br>ASST BASEBALL<br>ASST SOFTBALL<br>WEIGHTS/CONDITIONING<br>**ASST CROSS COUNTRY**<br>**ASST GOLF**<br>**ASST E-SPORTS** | ASST FOOTBALL<br>ASST BASKETBALL<br>CROSS COUNTRY |
| GROUP 7 | ASST BASKETBALL<br>ASST FOOTBALL<br>ASST WRESTLING<br>FORENSICS | HEAD TRACK COMB B/G<br><br>HEAD WRESTLING |
| GROUP 8 | HEAD TRACK (boys or girls)<br>FBLA<br>DEBATE<br>HEAD GOLF<br>HEAD CROSS COUNTRY<br>CHEERLEADER<br>WESTSTEPPERS<br>E-Sports<br>TeamMates | HEAD FOOTBALL<br>HEAD BASKETBALL<br>HEAD VOLLEYBALL |
| GROUP 9 | INSTRUMENTAL MUSIC 5-12<br>VOCAL MUSIC 6-12<br>ASST FOOTBALL DEF COOR<br>HEAD BASEBALL<br>HEAD SOFTBALL | |
| GROUP 10 | HEAD FOOTBALL<br>HEAD VOLLEYBALL<br>HEAD BASKETBALL<br>HEAD TRACK COMB B/G<br>FCCLA & VOC SPONSOR<br>FFA & VOC SPONSOR<br>HEAD WRESTLING | |
| GROUP 12 | ACTIVITIES/ATHLETIC DIRECTOR | |

A. Head coaches shall receive only Additive Schedule compensation should an assistant coaching position go unfilled. However, the Board may review individual cases if application is made by the head coach. The Board may (or may not) grant additional compensation if sufficient participants warrant.
B. The head sponsor and assistant sponsor(s) may divide evenly the amount established for the activity or club position(s). If no assistants are available, the head sponsor shall receive normal compensation plus that of one assistant.

C. Creation of new positions not presently included in the additive schedule may be added at the discretion of the Board. However, the amount of compensation to be paid for any such position will be negotiated between the Board and JWEA before compensation can be paid; in accordance with the state statute. Salaries of new positions the board wants to add to the additive schedule must be added during the contractual negotiation OR through an approved MOU during the year. (See attached for MOU)

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 **1/183rd** of the teaching contracted salary, for the current year. In the event a change is to be made to the number of days of an extended contract the Board of Education will notify the affected employee prior to Board action. Notification will occur by the May Board meeting.

E. The Board of Education will compensate any teacher teaching Highland Community College class or classes during the regular school day, 100% of the money paid by HCC per teacher per semester for each course title beginning with the 2025-26 contract year. Courses taught with lower than a minimum enrollment of 6 students will be compensated in the amount of $500 for the semester beginning with the 2019-2020 contract years.

F. The Board of Education will compensate any teacher teaching an Advanced Placement class during the regular school day, $500.00 total per teacher per year, regardless of number of classes being taught.

G. The Board of Education will compensate one Building PDC Representative per building 3% of the District Base.

H. The Board of Education will compensate each teacher $500.00 per year while maintaining National Board Certification.

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

J. Any work teachers or coaches perform prior to their contract or outside their contract that pertains to their job description, will be paid at the curriculum rate with a precise timecard.

K. Post Season Incentive – Extended Coaching Contract –
In the event an athletic team is involved in the completion beyond its regular season, the coaches involved with such team shall receive additional compensation on a weekly basis for that period of extra duty time. Said compensation shall be included in the payroll period immediately following the final athletic event and shall be calculated as follows:

a.) Divide the total coaching waged an individual coach receives for that particular sport by the total number of weeks – beginning with the first practice allowed by KSHSAA and ending with the last regular-season event to determine the weekly base wage.

b.) One week's additional salary will be paid to the head and assistant coaches whose teams/athlete(s) qualify to compete in the following postseason contests.

| | | |
|---|---|---|
| Football: | Regional Game | (1 week) |
| | Sectional | (1 week) |
| | Sub-State Game | (1 week) State |
| | Game | (1 week) |
| Volleyball: | State Tournament | |
| | Regional Game | |
| Cross Country: | State Meet | |
| Basketball: | Semifinal Game of Sub-State Tournament | (1 week) |
| | State Tournament | (1 week) |
| Wrestling: | State Tournament | |

Softball: State Tournament
Baseball: State Tournament

Track & Field: State Meet (Head Coach and any Asst Coach who coaches event(s) with qualifying athlete(s) or a coach to provide supervision at state contest due to gender.

Golf: State Tournament

# ARTICLE III: 2026-2027 ADDITIVE SALARY SCHEDULE

PAGE 8 Approved Date 10/7/26

$46,790.00 **2026-27 Supp Sal Schedule** one step given

| | | | | | | |
|---|---|---|---|---|---|---|
| **Group 1** | **0-4 years** | 469 | **5-9 years** | 532 | **10+** | 653 |
| | | 483 | | 553 | | 685 |
| | | 497 | | 576 | | 719 |
| | | 512 | | 699 | | 755 |
| | | | | 622 | | |
| **Group 2** | | 935 | | 1064 | | 1307 |
| | | 963 | | 1107 | | 1372 |
| | | 992 | | 1151 | | 1141 |
| | | 1022 | | 1197 | | 1513 |
| | | | | 1245 | | |
| **Group 3** | | 1404 | | 1595 | | 1959 |
| | | 1446 | | 1658 | | 2057 |
| | | 1489 | | 1725 | | 2160 |
| | | 1534 | | 1794 | | 2268 |
| | | | | 1865 | | |
| **Group 4** | | 1872 | | 2127 | | 2612 |
| | | 1929 | | 2212 | | 2743 |
| | | 1986 | | 2300 | | 2880 |
| | | 2046 | | 2392 | | 3024 |
| | | | | 2488 | | |
| **Group 5** | | 2339 | | 2659 | | 3266 |
| | | 2409 | | 2765 | | 3430 |
| | | 2482 | | 2876 | | 3601 |
| | | 2556 | | 2991 | | 3781 |
| | | | | 3110 | | |
| **Group 6** | | 2808 | | 3191 | | 3919 |
| | | 2892 | | 3319 | | 4115 |
| | | 2979 | | 3451 | | 4321 |
| | | 3068 | | 3589 | | 4537 |
| | | | | 3733 | | |
| **Group 7** | | 3275 | | 3721 | | 4571 |
| | | 3373 | | 3870 | | 4800 |
| | | 3474 | | 4025 | | 5040 |
| | | 3578 | | 4186 | | 5292 |
| | | | | 4353 | | |
| **Group 8** | | 3743 | | 4253 | | 5226 |
| | | 3855 | | 4424 | | 5487 |
| | | 3971 | | 4601 | | 5761 |
| | | 4090 | | 4785 | | 6049 |
| | | | | 4976 | | |
| **Group 9** | | 4212 | | 4786 | | 5878 |
| | | 4338 | | 4977 | | 6172 |
| | | 4468 | | 5176 | | 6481 |
| | | 4602 | | 5383 | | 6805 |
| | | | | 5598 | | |
| **Group 10** | | 4678 | | 5318 | | 6531 |
| | | 4819 | | 5530 | | 6857 |
| | | 4953 | | 5752 | | 7200 |
| | | 5112 | | 5982 | | 7560 |
| | | | | 6221 | | |
| **Group 12** | | 5620 | | 6380 | | 7838 |
| | | 5788 | | 6635 | | 8230 |
| | | 5962 | | 6901 | | 8641 |
| | | 6141 | | 7177 | | 9073 |
| | | | | 7464 | | |

## ARTICLE IV: REIMBURSEMENT FOR ADDITIONAL TRAINING

A. Reimbursement for College Hours: Pursuant to Article II, Section H, college hours must be submitted to the district office for approval. Upon completion of said course work (with a passing C at the undergraduate level, with a passing B at a graduate level), an official transcript (or grade report followed by an official transcript) must be submitted within 30 days of when grades are posted for the course. Reimbursement will be a one-time payment for such hours at the rate of $150 per hour for undergraduate level credit and $200 per hour for graduate level credit, up to 16 hours per year (July 1 to June 30). Courses must be in the teacher's assignment area, part of an advanced degree program, or part of an additional teaching endorsement program.

B. Reimbursement for additional training: Points shall be awarded in compliance with KAR 91-1-218. All points awarded by the PDC will be allowed for salary schedule movement. Additional college credits/approved in-service points earned prior to the first day for the current year shall be filed with the Superintendent no later than September 10 of each school year.

C. Upon approval of the Superintendent, a teacher may serve five (5) days on a state-sponsored or university-sponsored education committee. A teacher may only serve on one such committee per school year.

D. Reimbursement for Additional Training: The Board agrees to reimburse the per credit hour cost, up to $400 per credit hour, per graduate credit hour a teacher is required is to earn to be certified to teach a Jefferson West mutually agreed upon dual credit college class already assigned to teach. The Board will reimburse up to 12 hours per year for this purpose. Compensation of credit hours for new dual credit classes will be mutually agreed upon.

## ARTICLE V: SALARY REDUCTION PLAN

A. Teachers may allocate up to the maximum allowed by Internal Revenue Service for the purchase of Jefferson West approved group health insurance, cancer insurance, uncovered medical expenses and/or childcare under the district's IRS Section 125 Salary Reduction Plan.

B. Each teacher must indicate on a form provided by the Central Office the amount to be applied to each of the above prior to November 1st of each school year. Teachers may not change the amount or selection once made for any given contract year except in accordance with state and federal regulations

C. Teachers may purchase, as a salary deduction, an annuity up to the amount limited by law from a Jefferson West approved annuity provider.

D. Group health insurance refunds shall be distributed in proportion to the amount of premium paid by the employee.

E. The Central Office shall handle all deductions and disbursements.

## ARTICLE VI: SALARY PROTECTION INSURANCE

A. The district shall provide, at district expense, salary protection insurance for all teachers, placing them in the category at least equal to their salary step plus additives. JWEA will be notified and can make a recommendation to the Board as to the benefit provider of this insurance.

B. The first three (3) consecutive days of a teacher's absence for illness shall be covered by the district's leave policy. The fourth consecutive day and consecutive days thereafter

shall be covered by the district salary protection insurance; and for the first 180 days or completion of the current contract, whichever occurs first, 1/365th of the teacher's salary step shall be deducted from the teacher's payment for that month for each such day used. Beginning the 181st day of disability, the district assumes no further obligation for salary payment for the duration of the disability.

C. Should illness occur, and the teacher does not have three (3) days leave to use before the salary protection insurance plan would take effect, an amount of 1/183rd of the teacher's salary step shall be deducted from the teacher's payment for that month for each such day used.

D. Teachers contracted for fewer than 183 days full-time shall have salary adjustments described in Paragraphs C and D made on a pro-rated basis.

E. Absence due to a disabling accident on in-hospital confinement for illness shall be covered from the first day by the district's salary protection insurance or by Worker's Compensation.

F. In the event a teacher is unable to come to work due to a workers' compensation claim, as ordered by the district's official Workers' Compensation Dedicated Clinic, that teacher's salary shall be reduced by 1/365th of that teacher's annual salary for any days away from work.

## ARTICLE VII: REDUCTION IN FORCE

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

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

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

After determining which level or levels require a reduction of the certified staff, the certified employees will be ranked according to seniority within the district.

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

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

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

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

No action may be taken under this policy if it will result in a violation of federal, state, or local laws or regulations.
No employee on furlough will be entitled to receive compensation from the district except for the performance of specific employment duties.

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

## ARTICLE VIII: TEMPORARY LEAVES

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

### A. PERSONAL LEAVE

1. Each returning teacher shall be granted ten (10) days leave beginning the opening date of the contract.
2. Each teacher new to the district shall begin the year with two (2) days leave and shall be granted one (1) day leave per month until his/her total reaches ten (10) days.
3. All leave is to be non-accumulative.
4. The district shall compensate a teacher for unused leave at $180 per day.
5. Hourly absences shall be charged to available leave, payable to the nearest quarter-hour.
6. A teacher may use leave at his/her discretion but shall request leave through the building principal. Teachers shall notify the principal as soon as possible of their intent to use a day of leave. In the event a teacher takes leave without approval or has no leave days remaining, pay shall be deducted from the teacher's monthly salary in the amount of 1/183$^{rd}$ 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, non-consecutive, bereavement leave per occurrence for death in the immediate family. Immediate family shall be defined as: spouse; parent (guardian); child (dependent); step-child; step-parent; grandparent; grandchild; brother; sister; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; aunt; uncle; niece; nephew; or member of the household. A certified employee may request an extension in writing to the Board, especially for occurrences requiring travel of more than 200 miles.**

**C. FUNERAL LEAVE**

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

**D. CRISIS LEAVE**

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

**E. ASSOCIATION LEAVE**

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

**F. JUDICIAL LEAVE**

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

## ARTICLE IX. SHORT TERM LEAVES

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

### A. FAMILY LEAVE

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

### B. LEAVE OF ABSENCE

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

d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premium be made to the district business office each month on or before the date established by the district.

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

**C. MILITARY LEAVE**

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

**D. POLITICAL LEAVE**

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

## ARTICLE X: EXTENDED LEAVES

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

### A. FAMILY LEAVE

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

### B. LEAVE OF ABSENCE

1. A certified employee may be granted an extended leave of absence without pay for a period of time not to exceed one year. An extended leave of absence will apply to leave other than family, military, political, or sabbatical.
2. Applications for an extended leave of absence for a full year must be made in writing to the Superintendent on or before May 15 prior to the school year when the leave of absence would be in effect. Approval is determined by the Board.
3. The extended leave of absence, if approved, will be for one year and may be extended only upon approval of the Board.
4. Once an extended leave of absence has been approved, the teacher may not request that the decision be reversed if an employment offer has been made or a contract has been offered to another person for that position.

5. The certified employee should not assume that a request for an extended leave of absence will be granted, and nothing in this section is intended to imply any teacher's right to an extended leave of absence.
6. An extended leave of absence granted during a contract year may not extend beyond the end of the contract year in which it is granted. A teacher who is granted an extended leave of absence for the remainder of that year must notify the Superintendent before May 15 if he/she does not intend to return.
7. While on an extended leave of absence, a certified employee shall:
   a. Retain tenure, seniority rights and salary placement acquired prior to the granting of the leave.
   b. Retain all accumulated temporary leave.
   c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
   d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
8. Upon return from an extended leave of absence, a certified employee will be guaranteed the first available assignment for which he/she is certified.

## C. MILITARY LEAVE

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

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

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

## D. POLITICAL LEAVE

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

## E. SABBATICAL LEAVE

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

c. Be permitted to participate in any fringe benefit plan made available to other certified employees, provided that payment of the full amount of the premiums be made to the district business office each month on or before the date established by the district.
d. Be permitted to retain membership in the district sponsored health insurance group during the leave, provided that payment of the full amount of the premiums is made to the district business office each month on or before the date established by the district.

## ARTICLE XI: TRAVEL REIMBUSEMENT

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

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

A. The district shall pay an amount of $12.00 per hour for extra duty beyond the regular duty day (See Article XV) for duties involving grade K-12 activities. Activities not specifically listed on the Additive Schedule (See Article III) shall be compensated at the established rate, time to be figured to the nearest quarter hour.
B. Extra duty pay shall not be made to sponsors of organizations hosting the activity except for the Prom and Queen of Courts, or an approved substitute activity.
C. Teachers shall be paid monthly upon timely receipt of extra duty reports.
D. Curriculum and plan coverage to be based on the base salary divided by 1464 hours. Teachers expected to cover another teacher's classroom will be considered a substitute and paid the hourly curriculum pay until reaching the half day or full day time equivalent at which time they will be paid as a half day or full day substitute. Time will be figured to the nearest quarter hour. The administration will set the time limit(s) of each activity. Activities that qualify for curriculum pay when held outside the duty day and when assigned by the district administrator or building principal and have prior approval of the superintendent include the following:
    a. Individual Education Plan (IEP) meetings
    b. New Teacher Orientation
    c. At Risk Intervention team meetings (ASAP, STAT, CARE)

d. Kansas Assessment scoring or other assessment scoring work (DIBELS scoring, etc)
e. Building Administrator scheduled Building wide Detentions (HS & MS)
f. Supervision of Saturday School or Friday School
g. District approved tutoring programs (ES, MS & HS)
h. Building Leadership Team meetings
i. Academic activities assigned by the building principal
j. Curriculum Development work prior approval by the superintendent
k. Parent Open House/Orientation (Evening activity with parents and teachers to interact as professionals, to learn about the teacher, classroom procedures, policies and expectation)

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

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

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

## ARTICLE XIII: DUTY DAY-DUTY YEAR

A. The regular duty day for each certified employees shall be 7:45am to 3:40pm. Providing the teacher does not have students under his/her direct supervision at that time, he/she shall not be charged leave. The Board recognizes the increasing demands on teachers and will work to respect individual teacher's personal and family needs. It is a long-standing

expectation that staff members are present when their students are involved in activities relating to their position barring personal or family emergencies.

B. The duty year for a teacher shall be 183 days. The 183 days shall include days for in-service education, curriculum development, and professional enrichment.

C. A one-half flex 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 ($4^{th}$) quarter for the purpose of preparing grade cards, inventory, record keeping, and end of year closing responsibilities.

D. Each teacher shall have a period of time daily for purposes of preparation. Such time shall be free of all other activities or assignments. In the event an employee is requested or required to perform other tasks during such "preparation time" the employee shall be paid additional compensation. At the beginning of each school year, teachers shall have at least 2 blocks of time, unscheduled by the administration, of not less than 3 ½ hours each, for classroom preparation. Due to the changes made with the 2019-20 JW High School schedule, a joint committee will form in April of 2020 to reassess and evaluate plan time changes and create a recommendation to both negotiating teams.

E. The Board establishes the calendar committee as a formal study committee that reports yearly to the Board by March 1, with a recommended calendar for the coming academic year.

F. The administration will be directed to inform professional staff of changes to the calendar as part of their regular staff communication activities. The Board will invite comments and concerns from staff regarding the process. The intent will be to provide adequate notice so that professional staff can plan adequately to meet the educational needs of students.

## ARTICLE XIV: PAY FOR SUBSTITUTING

A. Curriculum and plan coverage to be based on the base salary divided by 1464 hours. Teachers expected to cover another teacher's classroom will be considered a substitute and paid the hourly curriculum pay until reaching the half day or full day time equivalent at which time they will be paid as a half day or full day substitute.

B. Teachers shall be paid for substituting monthly upon timely receipt of reports.

## ARTICLE XV: DUTY-FREE LUNCH

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

## ARTICLE XVI: ADMINISTRATOR APPRAISALS

A. Jefferson West administrators will be appraised annually by the certified employees under their supervision. The appraisal form used for this purpose shall be jointly developed by a committee of teachers, Board of Education members, and administrators. This form is to be completed and returned directly to the Superintendent by November 30th.

B. The appraisals for each administrator will be compiled by the Superintendent and the composite appraisal results given to each administrator as part of their annual appraisal. These forms will be destroyed by the Superintendent after compiling the results. They will not be a part of the administrator's personal file. The intent of this document is to help improve administrator effectiveness.

## ARTICLE XVII: PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE

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

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

A. We believe that certified employee appraisal is:
   1. A process designed to continue quality educational practices in the Jefferson West Schools.
   2. A cooperative endeavor requiring a team responsibility to achieve instructional excellence.
   3. A procedure that must be a professional and systematic process to improve instruction.
   4. A procedure that should facilitate a process of self-development and growth by aiding the certified employee in identifying areas for improvement and growth.

B. Goal Setting
   1. Certified employees shall complete the "Self-Appraisal of Specific Performance Objectives—Professional Teaching Improvement Goals" each year by September 1 regardless of appraisal status. Goal statements section of self-appraisal form is to be turned in to the principal. Determination of professional teaching improvement goals conference shall be held by September 30. Those employees not being formally appraised will meet the principal by February 15 to assess progress on goals set.

C. Appraisal Timeline
   1. Certified employees in the first two consecutive years of employment shall be appraised at least one time per semester no later than the 60th day of the semester, except that any employee who is not employed for the entire semester shall not be required to be appraised. Each year at least one of the two required appraisals must contain an "Overall Performance Appraisal Rating."

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

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

## ARTICLE XVIII: GRIEVANCE

A. PURPOSE

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

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

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

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

D. SUPPLEMENTAL CONDITIONS

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

## LEVEL 1 – WITH IMMEDIATE SUPERVISOR

A grievant shall first take up his grievance with him immediate supervisor in a private conference(s) within fifteen (15) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), he may request in writing, within ten (10) school days, a formal conference with his immediate administrative supervisor to

be held within ten (10) school days. The administrative supervisor shall give a written response to the grievant within ten (10) school days after the formal conference; every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution.

**LEVEL 2 – WITH THE SUPERINTENDENT**

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

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

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

**LEVEL 3 – WITH THE BOARD**

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

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

**RULES FOR CONDUCTING A GRIEVANCE PROCEDURE HEARING AT LEVEL 3**

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

## ARTICLE XIX: STUDY COMMITTEE

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

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

Based on the recommendation of the Health Insurance Committee, USD 340 will continue with the Kansas Health Insurance Plan. A committee to begin looking at better options will be created by May 2026 and a decision regarding any changes to the health insurance plan will be decided and ready for vote by the association by May 2028 (since the current agreement with the state insurance plan is in effect until October 2028).

## ARTICLE XX: GENERAL AGREEMENT

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

## ARTICLE XXI: INTELLECTUAL PROPERTY

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

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

**Rights of Ownership**

**SECTION I. Employee Ownership**

(A) Materials or devices produced by the employee on personal time and without involvement of district equipment, supplies, district personnel or students shall fall within the ownership rights of the employee.

(B) The employee shall be the sole owner of certain specific materials/devices meeting the description provided within Section I, Subsection A of this policy and may alter, copyright, patent, distribute and/or sell such material/devices as he/she chooses.

**SECTION II. Board of Education Ownership**

(A) If the employee uses contracted school time and/or district equipment, supplies, personnel, or students to aid in the employee's production of materials or devices, the employee must follow the following protocol.

(1) The Building Administrator and/or the District Superintendent must be aware of and consent to any material or device production project which is beyond the discovery stage[1] involving an employee's contracted school time and/or district equipment, supplies, personnel or students.

(2) The employee must submit to the building Administrator and/or the Superintendent a basic proposal on any project meeting the description of Section II, Subsection A of this policy describing the research conducted and yet to be conducted therefore; a detailed accounting of district equipment, supply, staff, or student involvement to that point and anticipated future involvement (including an estimate of staff or student hours logged for this purpose to date and estimated supply costs); and a description of the anticipated resulting materials and/or devices to be developed for marketing. Such documentation shall either be approved or denied by the Superintendent, and the superintendent shall provide notice of such decision in writing to the employee. In the instance of administration denial of the project the employee may appeal the decision to the Board of Education. (*See Intellectual Property Proposal format form.*)

(3) In no instance shall an employee proceed past discovery stage with production of a material or device meeting the description of Section II, Subsection A of this policy

without first providing the information required in Section II, Subsection A (2) and receiving the formal, written approval of the superintendent for such continuance.
(4) Ownership and Liability of approved projects must be determined before the project proceeds. If the employee does not initiate the aforementioned protocol for project review and approval and enter into an Ownership and Liability Agreement with the Superintendent on behalf of the Board, all project proceeds and the rights of ownership of any resulting material/devices created in accordance with Section II, Subsection A shall belong solely to the Board.
(5) Projects requiring District financial support of one hundred dollars or more of supplies and/or equipment must be approved by the District's Board of Education.
(6) If previously copy righted materials are used in the project, the Board will not approve the project without written assurances from the copyright holder that the materials may be used in the project without recourse.
(7) Financial profit of materials/devices created and approved in such a fashion belongs to the employee once reimbursement has been made to the district for any expenses on the part of the district during development.
(8) When a project is approved by the Board, the Board shall have use of materials without charge, may alter such materials as it chooses, and may prepare at its own expense such materials for use within the district. However, the Board shall not distribute such material outside the district without written consent of the employee, including for free distribution without reproduction rights to other Kansas school districts.
(9) In the event students are used as part of the data collection of research project prior parent permission is required.
(10) Disclaimer – If the product/materials are discovered to not be original, the district is held harmless for any infringement or any other causes of action with respect to unauthorized use of copyrighted or patented materials.
(11) The Board reserves the right to discontinue the application of any project found to be detrimental to students and/or staff.
(12) If the Board denies the project, reasons for denial will be prepared in writing and submitted to the employee within five working days.

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

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

# Jefferson West USD 340
# Intellectual Property Proposal Form

**Teacher Name**: _____ **Date**: _____

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

**Focus of the project**

**Curricular Area** _____ **Behavior Area** _____

**Other** *(please specify)*:

**Proposed Project Intent & Description**:

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

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

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

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

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

**The project will involve**:

**District Students** *(list/describe who):*

**District Staff** *(list/describe who):*

**District Supplies:**

**District Equipment:**

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

**Materials**: _____
**Equipment**: _____
**Staff Time considerations** (*hours already logged & anticipated hours required to complete*): _____
**Student Time Considerations** (*hours already logged & anticipated hours required to complete*):
_____

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

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

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

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

_____

**Applicator's Signature & Date**

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

_____

**Principal Signature & Date**

_____

**Superintendent Signature & Date**

_____

**Board President Signature & Date**

_____

**Clerk Signature & Date**

## ARTICLE XXII: FAIR DISMISSAL OF TEACHERS

1. The Board and Association agree that a Fair Dismissal procedure for experienced teachers mutually benefits the District and its professional employees. The provision of a process for nonrenewal balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.

2. For the first three years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline at the sole discretion of the board of education for any reason which is neither discriminatory nor unconstitutional. Probationary teachers are not entitled to the hearing rights set out in the remainder of this Article.

3. Starting in Year Four of teaching within the district, teachers shall have earned non-probationary status. At its discretion, the Board may grant non-probationary status to any teacher prior to Year Four.

4. Non-probationary teachers may be non-renewed for good cause, including any ground which is put forth by the Board in good faith and which is not arbitrary, capricious, irrational, unreasonable, or irrelevant to the board's task of building up and maintaining an efficient and effective school system.

5. If the proposed nonrenewal is based upon poor job performance, the district shall be in substantial compliance with teacher evaluation requirements set out by Kansas statutes. District administrators shall inform the teacher that he or she is not meeting performance expectations, and the full evaluation process shall be utilized, including a measurable plan of improvement. The plan of improvement shall be developed collaboratively, but the final decision on the appropriate plan rests with the principal.

6. If the proposed nonrenewal is for reasons other than those stated in the previous paragraph, including but not limited to misconduct warranting discipline or reduction in force, those separate procedures as outlined in the Negotiated Agreement shall be followed.

7. If the board determines that the non-probationary teacher shall be nonrenewed, the teacher shall be notified in writing prior to the continuing contract date. The notification shall include the reasons for the nonrenewal, as well as the evidentiary basis used by the board to reach the decision. Upon receiving notice of the board's intention to non-renew the teacher's contract, the teacher shall have fourteen calendar days to file a written request with the clerk of the board of education for a panel hearing.

8. Within seven calendar days of the written request, a panel of three representatives chosen by the board of education and three representatives chosen by the professional association shall conduct a hearing concerning the non-renewal. At the panel hearing, the board of education, through district administration, shall state the reasons supporting nonrenewal and provide all evidence offered in support of the board's decision. The teacher and association representatives shall be entitled to ask

questions of the board representatives and to present evidence to refute or contest the purported reasons for non-renewal. The board of education representatives may ask questions of the teacher related to the evidence and statements that the teacher presents. The teacher may be accompanied by an advisor or support person of his or her choosing. However, it is expected that the teacher will take responsibility for presenting his or her own case at the hearing. Neither the board nor the teacher is entitled to have legal counsel present for the panel hearing.

9. The hearing panel shall deliberate in closed session on the evidence presented at the hearing and return to the hearing room to vote whether non-renewal shall be allowed to proceed without further hearing. If four or more panel members vote in favor of non-renewal, the Board of Education may proceed with a final resolution of non-renewal.

10. If fewer than four members of the hearing panel vote to permit non-renewal to proceed, then the teacher may submit a written request within seven calendar days for a hearing before a neutral third-party hearing officer. Within seven calendar days, the parties shall meet to select a mutually agreeable person to act as hearing officer. If the parties cannot agree, a hearing officer shall be chosen from the list of names provided by the Kansas Secretary of Labor. If the Secretary of Labor is unable to furnish a list, names shall be requested from the American Arbitration Association. Within three school days of receiving the list, the parties shall meet in the board of education office to alternately strike names until only one remains. The parties shall flip a coin to determine who strikes the first name.

11. During the hearing, the entire basis for nonrenewal shall be proffered by the district. The teacher may challenge the district's evidence and present evidence on his or her own behalf. All witnesses may be cross-examined. If, in the opinion of the hearing officer, more time and/or information is needed for a fair and informed decision, a continuance may be ordered. Otherwise, the hearing shall be closed at the conclusion of the presentations. Within seven days after the hearing, the hearing officer shall render a written decision on whether to sustain or reverse the nonrenewal. The hearing officer's determination shall be binding.

12. It is the intention of the parties that the decision be rendered prior to August 1, and all reasonable efforts should be made to accomplish that goal.

13. If the hearing officer determines that non-renewal shall not proceed, the teacher must be reinstated in full. If the teacher has lost pay, the board shall reinstate it by the next official pay date. If the Board prevails, the nonrenewal is final.

14. Regardless of the outcome, the teacher shall pay for his or her expenses, including witness fees and costs of representation. The Board shall pay for its own expenses and the cost of the hearing officer.

## Article XXIII: Kansas Teacher of the Year

Each year, USD 340 shall designate two nominees (Elementary K-6 and Secondary 7-12) for Kansas Teacher of the Year.

Nominees will meet the qualifications and restrictions designated by KSDE:

- The nominee must be a full-time classroom teacher in any state-approved or accredited school, prekindergarten through grade 12, who is planning to continue in an active teaching status. A nominee who does not continue as a full-time classroom teacher for the following school year is not eligible for the current year Kansas Teacher of the Year or any awards associated with the program.
- By the end of the current school year, the teacher must have completed a
- minimum of five years as a classroom teacher.
- The nominee must be released from classroom responsibilities during the year of recognition as necessary in order to fulfill the obligations inherent in the honor. Every attempt will be made to schedule activities around the classroom schedule. General guidelines for classroom release time are:

  District Nominees and Semifinalists 7-15 days

  Finalists 35-40 days

  Kansas Teacher of the Year 75-80 days

- If selected as the National Teacher of the Year, the nominee must be released from classroom responsibilities during the year of recognition in order to fulfill the obligations inherent in the honor.
- Teachers who have received recognition as Kansas Teacher of the Year are not eligible for nomination. Those who have been recognized as a state finalist in the Kansas Teacher of the Year program in the previous three years are not eligible for nomination. Teachers who have been nominated in prior years, but did not achieve at least a state finalist ranking, may be nominated the following year.

USD 340 teachers shall be professionally licensed in order to be considered as a district nominee.

Timeline will need to meet the deadline set by KSDE

Timeline for nomination process:

- Admin will create a list of eligible teachers to present to staff by August 5 of each year.
- Teacher survey/request for nominations during beginning of the year PD
- Admin will narrow nominations at the first Admin Mtg of the year
- Nominees will be approached/agree to be nominated

USD 340 will provide an additional 3 days of release time to nominees to work at school for the preparation of paperwork and requirements for the KTOY process.

Nominees will each receive a $500 stipend as recognition of their selection.

## Teacher Settlement History FY 07 to FY 26

| | |
|---|---|
| 1992-93 | 29 steps |
| 2001-02 | 35 steps |
| 2002-03 | 35 steps |
| 2003-04 | 32 steps |
| 2004-05 | 32 steps |
| 2005-06 | 32 steps |
| 2006-07 | $570 added to base; step and movement, plus 5.6% increase on health insurance in the amount of $427 per person for the year (Went to 26 steps) (Numbering added for placement of teachers--Began the 1,2-3,4,5-6,7,8-9,..... The salary schedule went from numbers to letters. Teacher Negotiating team set the placement of teachers in the different cells.) |
| 2007-08 | $963 added base; conversion to letter steps, there was no increase in health insurance cost (26 steps) |
| 2008-09 | Step & movement plus 11% increase on health insurance in the amount of $894 per person for the year (26 steps) |
| 2009-10 | Frozen; No Step or Movement (Same for all staff) plus 1.5% increase on heath insurance in the amount of $131 per person for the year (26 steps) |
| 2010-11 | Movement, step was not shown per say in language, however Row A was deleted and 're-lettered steps' giving step movement, plus 29.4% increase in health insurance in the amount of $2,685 per person for the year (Deleted Top row dropped everyone down one step. Letters did not change still had A,B,C,D..... so if you were on D before deleting the top row you still were on letter D but teachers did receive step increase) (Went to 25 steps) |
| 2011-12 | Frozen; No Step or Movement, $250 added to each cell plus 7.5% increase in |

health insurance in the amount of $887 per person for the year. (25 Steps)

2012-13 Some teachers received movement 1 or 2 columns; $550 per teacher one-time payment, No step given. There was no increase in health insurance premium although the cost to the Board to cover the certified staff increased $17,627 or an average increase of $309 per certified staff member due to changes in staff coverage. (25 Steps)

2013-14 Step/movement/$300 on each cell, Additive movement one step. There was no increase in health insurance cost. Board did offer to change health insurance and put some dollars from that savings into salaries. A committee of teachers and the Board looked at different plans and by consensus the group decided to stay in the state plan. JWEA has not asked to get out of the state plan. $250 per teacher per semester for teaching Highland Classes. Adopted the use of the KEEP evaluation process per recommendations from committee. Expectation of teachers attending activities of their students as it relates to their position barring personal or family emergencies. (25 Steps)

2014-15 Step/Movement/$400 on each cell. No increase in health insurance. Continued in the State of KS Health plan. (25 Steps)

2015-16 Step/Movement/$200 on each cell, Step on the Additive Schedule, Increase in Health Insurance Premium covered by the Board as dictated by the State. (25 Steps)

2016-17 Step/Movement/$300 on each cell. Additive Step, Reimburse up to $300 for college classes needed for teachers to teach Highland Classes, Renewal of participation in the state Health Plan for 2017, 2018, 2019, Increase in Health Insurance Rates covered by the Board as dictated by the state. (25 Steps)

2017-18 Movement/$1,500 on each cell with no step down due to the amount added to each cell. Additive Step, Increase in District share of Health Insurance Rates, (25 Steps)

2018-19 A new salary schedule was approved. $290 added to the base. New base $37,500. Column movement was provided for those eligible per the contract.

- Bottom step in column 7 now step 30, increase of 5 steps
- Bottom step in column 6 now step 25 increased by 3 steps
- Bottom step in column 5 now step 21 increased of 2 steps
- Placement on schedule accurately reflects each teacher's years of regular teaching experience
- The dollars on the new schedule is not intended to result in a loss of wages for any teacher from what they earned under the 2017-18 teaching contract. Teachers that would not realize an increase in pay on the new salary schedule would receive an additional $500 on their base teaching contract pay during the 2018-19 school year.
- The new language undid prior practice from older contract language.
- One step of movement on the Additive schedule for the 2018-19 school year.
- Article II: Item A was reinstated

- Article III: Item E Changes in Dual Credit Classes
- Article XII: Item D Clarification of Extra pay for professional duties beyond the regular duty day & inclusive list
- Article XIII: Item D Committee to address concern with plan time

2019-2020 : $1,800 is added to the base salary and each cell on the salary schedule, one column movement to those that provided notice to the District of intent to move on the salary schedule (per Article II, Letter K), and one step movement for all teachers not already on the bottom step of the column.

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

- Article III Additive Schedule: One step movement on the Additive schedule for the compensation paid for duties covered by the Additive Schedule for the 2019-20 school year.

- Article II Item C Health Insurance: The District will renew participation in the State of Kansas Health Insurance plan for the next three years; January 1, 2020, to December 31, 2022 contingent on the approval of the Board proposal for Article II Salary Schedule proposal and Article III Additive Schedule.

- Article IV Additional Training - Item D: Reimbursement for Additional Training - The Board district will reimburse the per credit hour cost, up to $400 per credit hour, for graduate credit hours a teacher is required is to earn to be certified to teach a Jefferson West mutually agreed upon dual credit college class already assigned to teach. The Board will reimburse up to 12 hours per year for this purpose. Compensation of credit hours for new dual credit classes will be mutually agreed upon.

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

- Early Retirement Bonus – For the 2019-2020 school year the Board of Education agrees to provide a one-time bonus incentive for any teacher submitting a letter for retirement at the end of the current school year by November 15th of current contract year. The bonus retirement incentive would be based on the following years of service in the USD 340 Jefferson West District.
- 25 years of service to USD 340 a one-time payment of $5,000
- 26 years of service to USD 340 a one-time payment of $6,000
- 27 years of service to USD 340 a one-time payment of $7,000
- 28 years of service to USD 340 a one-time payment of $8,000
- 29 years of service to USD 340 a one-time payment of $9,000
- 30 years of service to USD 340 a one-time payment of $10,000
- This amount will not be included in KPERS contributions nor have an impact on your KPERS final average salary.

- Article XIII Duty Day-Duty Year Item D – The Board agrees to replace bold sentence at the end of D with: Due to the changes made with the 2019-20 JW High School schedule, a joint committee will form in April of 2020 to reassess and evaluate plan time changes and create a recommendation to both negotiating teams.

2021-22

- Article II Salary Schedule: The Board of Education agrees to add $2,000 to the base salary and each cell on the salary schedule, one column movement to those that provided notice to the district of intent to move on the salary schedule (per Article II, Letter K), and one step movement for all teachers not already on the bottom step of the column for the 2021-22 school year.

- Article III Additive Schedule: The Board of Education agrees to one step movement on the Additive schedule for the compensation paid for duties covered by the Additive Schedule for the 2021-22 school year.

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

The Board agrees to form a joint committee to determine if insurance incentive is a viable option for early retirement.
The Board agrees to form a joint committee to review the additive schedule in the 2021-22 school year to determine the viability and equity of said schedule.
Due to the ever-changing nature of covid and the ongoing concerns with this virus, the Board understands there may be a need to come together to discuss creating a Memorandum of Understanding and agrees to do so.

## 2022-23

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

25 years of service to USD 340, a one-time payment of $5,000

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

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

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

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

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

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

ARTICLE II: SALARY SCHEDULE

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

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

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

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

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

## 2023-24

**Replaces Article I: B, 1.** Early Retirement Bonus 2023-2024 Year Only
Sunsets June 30, 2024

The board will continue with a board match 403b plan to be funded ongoing
Provide a 403B Funded Post Retirement Plan for eligible USD 340 Employees
Early Retirement Incentive to be funded through Security Benefit
The employee must notify the superintendent and board of education by November 15th, 2023, in writing of intent to retire.

Payment will be deposited into a post-retirement funded 403b plan with Security Benefit. The one-time deposit will occur by the end of the 2023-2024 contract year for all eligible USD 340 retiring employees under this provision.

| | |
|---|---|
| 25 Years of Service | $10,000 |
| 26 Years of Service | $11,000 |
| 27 Years of Service | $12,000 |
| 28 Years of Service | $13,000 |
| 29 Years of Service | $14,000 |
| 30 Years of Service | $15,000 |

*This amount will not be included in KPERS contributions nor have an impact on your KPERS final average salary.
The Board will match the voluntary contribution of each professional employee to the district-approved 403(b) plan up to $50 per month for those on KPERS 1 or 2, and will provide a 2:1 match for those on KPERS 3, with a maximum board contribution of $100 per month. (Example: If a Tier 1 or 2 employee contributes $50 per month, the district will contribute $50 per month; if a Tier 3 employee contributes $50 per month, the district will contribute $100 per month.)

**Article II: Salary Schedule 2023-24**

Back pay will be made whole for the 2023-24 contract year.
USD 340 Base Salary increase to $44,750-$1650 will be added to each cell of the contractual agreement.
Provide Step and Movement, for qualifying staff that have petitioned for such movement.
Unlock Column 3 to step 25. All formerly locked employees and/or eligible employees, approved for movement for the 2023-2024 school year, that would have been locked in column 3 under the pre-existing schedule will be placed on their respective step based on years of service, not to exceed step 25, within column 3.

**Article II: Salary Schedule**
**J**. Provide Master Stipends to all certified staff with a master's degree from an accredited institution in a related education field in the amount of $750. All certified staff who possess a Masters Degree in an education-related field from an accredited postsecondary educational institution shall receive a $750 stipend above compensation in the salary schedule. This stipend shall be paid out pro-rata as a portion of total compensation each pay period. In order to qualify for the Masters Stipend, an employee most provide proof of a newly-acquired Masters degree, including official transcripts, to the district office on or before June 30 prior to the upcoming contract year.

**Article II: Salary Schedule, N**

| KPERS 1 & 2 Employees | KPERS 3 Employees |
|---|---|
| 7-Year Vesting Schedule | 5-Year Vesting Schedule<br>2:1 Matching |
| Year 1 – 0 Percent | Year 1 – 0 |

Year 2 - 0 Percent
Year 3 - 20 Percent
Year 4 – 40 Percent
Year 5 – 60
Year 6 – 80
Year 7 – 100

Year 2 – 25 Percent
Year 3 – 50 Percent
Year 4 – 75 Percent
Year 5 – 100 Percent

USD 340 will allow current full-time employees with consecutive years of service to count toward the vesting schedule at the time of implementation.

**Article III: Additive Schedule**

Addition of a post-season incentives **(see below)**
Correct HS Head Coaches on the schedule to ensure HS Head Coaches are not paid less than any MS coach, given the extra commitment and responsibility with the positions. This will be done by moving any Head HS coach to Step 8 on the Additive Schedule (for the 2023-24 contract year, this includes Head Golf, Head Cross Country, Cheerleading, Weststeppers).
To further rectify the schedule, HS assistant coaches currently below MS coaches will also be moved to Step 6 (for the 2023-24 contract year, this includes HS Assistant Golf and HS Assistant Cross Country).
Both parties will continue to study the entire additive schedule to have a comprehensive evaluation to address longevity, updated job descriptions and job requirements. Additional changes to the Additive Schedule will be addressed in the 2024-25 negotiation process.
E-Sports will be studied this year as per recommendation from the area coordinator for new chapter start-ups. Placement as a head coach stipend once per semester to be studied after the first year on the number of students and time commitment as it pertains to the JW program. To begin the process (and to allow for movement as the study and start-up continues), Esports will be placed on the Additive Schedule at Group 8. An E-sport Assistant will be placed at Group 6 (if this position is deemed necessary). Placement on the additive schedule will be re-evaluated after the first semester of the 2023-2024 school year to determine that the initial placement adequately accounts for the participation, duties and service time required to adequately fulfill the expectation and requirements for these positions. If, collectively, the JWEA and Board of Education determine and agree upon an upward adjustment, a one-time stipend to account for the difference between initial placement and the agreed upon appropriate placement could be required and executed at the conclusion of the season.
Teammates Mentoring will be treated to same as a head coach stipend once per semester, and to review the time commitment after the first year as it relates to the needs of the JW program. To begin the process (and to allow for movement as the review of time commitment continues), Teammates Mentoring will be placed on the Additive Schedule at Group 6. Placement on the additive schedule will be re-evaluated after the first semester of the 2023-2024 school year to determine that the initial placement adequately accounts for the participation, duties and service time required to adequately fulfill the expectation and requirements for this position. If, collectively, the JWEA and Board of Education determine and agree upon an upward adjustment, a one-time stipend to account for the difference between initial placement and the agreed upon appropriate placement could be required and executed at the conclusion of the second semester of the 2023-2024 school year.

**Post Season Incentive**

**Extended Coaching Contract**

In the event an athletic team is involved in the competition beyond its regular season, the coaches involved with such team shall receive additional compensation on a weekly basis for that period of extra duty time. Said compensation shall be included in the payroll period immediately following the final athletic event and shall be calculated as follows:

a.) Divide the total coaching wages an individual coach receives for that particular sport by the total number of weeks – beginning with the first practice allowed by KSHSAA and ending with the last regular-season event to determine the weekly base wage.

b.) One week's additional salary will be paid to the head and assistant coaches whose teams/athletes(s) qualify to compete in the following postseason contests.

| | | |
|---|---|---|
| **Football:** | Regional Game | (1 Week) |
| | Sectional | (1 Week) |
| | Sub-State Game | (1 Week) |
| | State Game | (1 Week) |
| **Volleyball:** | State Tournament | |
| **Cross Country:** | State Meet | |
| **Basketball:** | Semifinal Game of Sub-State Tournament | (1 Week) |
| | State Tournament | (1 Week) |
| **Wrestling:** | State Tournament | |
| **Softball:** | State Tournament | |
| **Baseball:** | State Tournament | |
| **Track & Field** | State Meet [Head coach and any assistant coach who coaches event(s) with qualifying athlete(s) or a coach to provide supervision at state contest due to gender. | |
| **Golf:** | State Tournament | |

**Curriculum Pay (Both Articles XII: Extra Pay For Extra Duty-Athletics/Activities D. and Article XIV: Pay for Substituting)**

Curriculum and plan coverage be based on the base salary divided by 1480 hours. Teachers expected to cover another teacher's classroom will be considered a substitute and paid the hourly curriculum pay until reaching the half day or full day time equivalent at which time they will be paid as a half day or full day substitute.

**ARTICLE XXII. Fair Dismissal of Teachers**

1. The Board and Association agree that a Fair Dismissal procedure for experienced teachers mutually benefits the District and its professional employees. The provision of a process for nonrenewal balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
2. For the first three years of professional employment with the district, teachers are considered probationary and may be non-renewed prior to the statutory deadline at the sole discretion of the board of education for any reason which is neither discriminatory nor unconstitutional. Probationary teachers are not entitled to the hearing rights set out in the remainder of this Article.
3. Starting in Year Four of teaching within the district, teachers shall have earned non-probationary status. At its discretion, the Board may grant non-probationary status to any teacher prior to Year Four.
4. Non-probationary teachers may be non-renewed for good cause, including any ground which is put forth by the Board in good faith and which is not arbitrary, capricious, irrational, unreasonable, or irrelevant to the board's task of building up and maintaining an efficient and effective school system.
5. If the proposed nonrenewal is based upon poor job performance, the district shall be in substantial compliance with teacher evaluation requirements set out by Kansas statutes. District administrators shall inform the teacher that he or she is not meeting performance expectations, and the full evaluation process shall be utilized, including a measurable plan of improvement. The plan of improvement shall be developed collaboratively, but the final decision on the appropriate plan rests with the principal.
6. If the proposed nonrenewal is for reasons other than those stated in the previous paragraph, including but not limited to misconduct warranting discipline or reduction in force, those separate procedures as outlined in the Negotiated Agreement shall be followed.
7. If the board determines that the non-probationary teacher shall be nonrenewed, the teacher shall be notified in writing prior to the continuing contract date. The notification shall include the reasons for the nonrenewal, as well as the evidentiary basis used by the board to reach the decision. Upon receiving notice of the board's

intention to non-renew the teacher's contract, the teacher shall have fourteen calendar days to file a written request with the clerk of the board of education for a panel hearing.

8. Within seven calendar days of the written request, a panel of three representatives chosen by the board of education and three representatives chosen by the professional association shall conduct a hearing concerning the non-renewal. At the panel hearing, the board of education, through district administration, shall state the reasons supporting nonrenewal and provide all evidence offered in support of the board's decision. The teacher and association representatives shall be entitled to ask questions of the board representatives and to present evidence to refute or contest the purported reasons for non-renewal. The board of education representatives may ask questions of the teacher related to the evidence and statements that the teacher presents. The teacher may be accompanied by an advisor or support person of his or her choosing. However, it is expected that the teacher will take responsibility for presenting his or her own case at the hearing. Neither the board nor the teacher is entitled to have legal counsel present for the panel hearing.
9. The hearing panel shall deliberate in closed session on the evidence presented at the hearing and return to the hearing room to vote whether non-renewal shall be allowed to proceed without further hearing. If four or more panel members vote in favor of non-renewal, the Board of Education may proceed with a final resolution of non-renewal.
10. If fewer than four members of the hearing panel vote to permit non-renewal to proceed, then the teacher may submit a written request within seven calendar days for a hearing before a neutral third-party hearing officer. Within seven calendar days, the parties shall meet to select a mutually agreeable person to act as hearing officer. If the parties cannot agree, a hearing officer shall be chosen from the list of names provided by the Kansas Secretary of Labor. If the Secretary of Labor is unable to furnish a list, names shall be requested from the American Arbitration Association. Within three school days of receiving the list, the parties shall meet in the board of education office to alternately strike names until only one remains. The parties shall flip a coin to determine who strikes the first name.
11. During the hearing, the entire basis for nonrenewal shall be proffered by the district. The teacher may challenge the district's evidence and present evidence on his or her own behalf. All witnesses may be cross-examined. If, in the opinion of the hearing officer, more time and/or information is needed for a fair and informed decision, a continuance may be ordered. Otherwise, the hearing shall be closed at the conclusion of the presentations. Within seven days after the hearing, the hearing officer shall render a written decision on whether to sustain or reverse the nonrenewal. The hearing officer's determination shall be binding.
12. It is the intention of the parties that the decision be rendered prior to August 1, and all reasonable efforts should be made to accomplish that goal.
13. If the hearing officer determines that non-renewal shall not proceed, the teacher must be reinstated in full. If the teacher has lost pay, the board shall reinstate it by the next official pay date. If the Board prevails, the nonrenewal is final.
14. Regardless of the outcome, the teacher shall pay for his or her expenses, including witness fees and costs of representation. The Board shall pay for its own expenses and the cost of the hearing officer.

## 2024-25

**ARTICLE II**: Base Salary $46,540 (increase of 4%); Masters Stipend of $750 moved permanently into MS + column after percentage increase; Column 2 extended from ten steps to twenty steps.

District Match 403(b) plan will continue as presented and ratified under the 2023-24 Negotiated Agreement.

Early Notification Retirement Schedule for future to follow:

- 2024-2025 School Year: 25+ Yrs of Service to USD 340 $9,000
- 2025- 2026 School Year: 25+ Yrs of Service to USD 340 $8,000
- 2026-2027 School Year: 25+ Yrs of Service to USD 340 $7,000
- 2027-2028 School Year: 25+ Yrs of Service to USD 340 $6,000
- 2028-2029 School Year: 25+ Yrs of Service to USD 340 $5,000
- 2029 – and Beyond: 25+ Yrs of Service to USD 340 $2,000

- In order to eligible, the employee must notify the Superintendent & BOE by Nov 15th in writing
  *Payments are not included in KPERS contributions and will be paid the following fiscal year by October 1st for years 2024-2025 through 2028-2029; 2029 and beyond will be paid in same fiscal year.

**ARTICLE III**: Compensation on the Additive Schedule will continue as scheduled with adjustments, if needed, throughout the year if BOE and JWEA agree. MS HEAD VB moved to Group 8, HS HEAD VB moved to Group 10.

**ARTICLE IV**: Undergraduate program credit hour reimbursement increased to $150; Graduate program credit hour reimbursement increased to $200.

**ARTICLE XIII**: Regular Duty Day for Certified employees is 7:45am to 3:40pm.

**ARTICLE XXIII**: KTOY Nominations, Guidelines, and Implementation Procedures Established.

## 2025-26

**ARTICLE II:**

The JWEA proposes the following for compensation for the 2025-26 contractual year (any days removed from the contract will be permanent, will not be workdays and will not be affected by snow days-unless such time as ALL snow days have been exhausted).:

$250 added to each cell of the salary schedule.
A step will be added to each column to alleviate those that have not been able to move a step. As is already stated in the contract, no one receives more than one step each year so those already receiving a step in the 2025-26 contractual year will not receive this step.
As is stated in the contract, all teachers will receive ONE step (unless this is their first year) and movement if requested and approved.
****2 days removed from the contract (for the 2025-26 contractual year, this will be April 6 (inservice day) and move the last day for students to May 20 (half day with students, half day workday), full day workday for teachers May 21. This would complete the contract year with 183 days. The future calendar would be built based on the 183 day contract.**

**ARTICLE II, Section B:** Changes in the contractual days in the contract would change the hours of this section and would need to be adjusted accordingly.

**ARTICLE II, Section P (new section)**
All positions will be posted in all school lounges, on district website and through email sent to staff by supervising administrator. Current certified staff have first opportunities for positions.

For teachers that follow a traditional path, placement on the salary schedule will be shared with the JWEA with documentation in a reasonable time frame (2-3 weeks depending on the time of year and when the candidate accepts the offer).

Non-traditional teachers will be placed accordingly using the Nontraditional Experience Salary Placement rubric, and that placement will be communicated with the JWEA, along with documentation, during the hiring process.

3) **ARTICLE III, Section C:** ADD- Salaries of new positions the board wants to add to the additive schedule must be added during the contractual negotiation OR through an approved MOU during the school year.

**ARTICLE III, Section G**: Any work teachers or coaches perform prior to their contract or outside their contract that pertains to their job description, will be paid at the curriculum rate with a precise timecard.

**ARTICLE III, Section J, b**
Amended to add Volleyball Regionals in addition to the State Tournament.

4) **ARTICLE III, SECTION E**: The Board of Education will compensate any teacher teaching Highland Community College class or classes during the regular school day, 100% of the money paid by HCC per teacher per semester for each course title beginning with the 2025-26 contract year. Courses taught with lower than a minimum enrollment of 6 students will be compensated in the amount of $500 for the semester beginning with the 2019-2020 contract year.

5) **ARTICLE IV**: Reimbursement for College Hours: Pursuant to Article II, Section H, college hours must be submitted to the district office for approval. Upon completion of said course work (with a passing C at the undergraduate level, with a passing B at a graduate level), an official transcript (or grade report followed by an official transcript) must be submitted within 30 days of when grades are posted for the course. Reimbursement will be a one-time payment for such hours at the rate of $150 per hour for undergraduate level credit and $200 per hour for graduate level credit, up to 16 hours per year (July 1 to June 30). Courses must be in the teacher's assignment area, part of an advanced degree program, or part of an additional teaching endorsement program.

6) **ARTICLE VIII**: Change the wording to allow those taking Bereavement Leave to use them incrementally (instead of in one lump) to be used within 365 days after a death.

7) **ARTICLE XIII**-Duty Day-Section C-solidify the current practice of making the one-half work day at the end of the first 3 quarters as flexible so teachers may leave when work has been completed.

8) **ARTICLE XIX**-Based on the recommendation of the Health Insurance Committee, USD 340 will continue with the Kansas Health Insurance Plan. A committee to begin looking at better options will be created by May 2026 and a decision regarding any changes to the health insurance plan will be decided and ready for vote by the association by May 2028 (since the current agreement with the state insurance plan is in effect until October 2028).

9) **KANSAS TEACHER OF THE YEAR-NEW ARTICLE**-Approve attached language regarding Kansas Teacher of the Year.

Each year, USD 340 shall designate two nominees (Elementary K-6 and Secondary 7-12) for Kansas Teacher of the Year.

Nominees will meet the qualifications and restrictions designated by KSDE:
The nominee must be a full-time classroom teacher in any state-approved or accredited school, prekindergarten through grade 12, who is planning to continue in an active teaching status. A nominee who does not continue as a full-time classroom teacher for the following school year is not eligible for the current year Kansas Teacher of the Year or any awards associated with the program.
By the end of the current school year, the teacher must have completed a
minimum of five years as a classroom teacher.
The nominee must be released from classroom responsibilities during the year of recognition as necessary in order to fulfill the obligations inherent in the honor. Every attempt will be made to schedule activities around the classroom schedule. General guidelines for classroom release time are:
District Nominees and Semifinalists 7-15 days
Finalists 35-40 days
Kansas Teacher of the Year 75-80 days
If selected as the National Teacher of the Year, the nominee must be released from classroom responsibilities during the year of recognition in order to fulfill the obligations inherent in the honor.
Teachers who have received recognition as Kansas Teacher of the Year are not eligible for nomination. Those who have been recognized as a state finalist in the Kansas Teacher of the Year program in the previous three years are

not eligible for nomination. Teachers who have been nominated in prior years, but did not achieve at least a state finalist ranking, may be nominated the following year.

USD 340 teachers shall be professionally licensed in order to be considered as a district nominee.

Timeline will need to meet the deadline set by KSDE
Timeline for nomination process:
Admin will create a list of eligible teachers to present to staff by August 5 of each year.
Teacher survey/request for nominations during beginning of the year PD
Admin will narrow nominations at the first Admin Mtg of the year
Nominees will be approached/agree to be nominated

USD 340 will provide an additional 3 days of release time to nominees to work at school for the preparation of paperwork and requirements for the KTOY process.

Nominees will each receive a $500 stipend as recognition of their selection.

10) **ADDITION TO ARTICLE II: SALARY SCHEDULE - SECTION P (NEW)**

NONTRADITIONAL EXPERIENCE SALARY PLACEMENT

District Reference Sheet
Purpose:
To provide a consistent and transparent method for evaluating nontraditional experience when placing teachers on the district salary schedule.

A. Categories of Experience Considered
The district may award salary schedule credit for the following types of prior experience:
1. K–12 Public School Teaching
2. Private or Independent School Teaching
3. University or Higher Education Instruction
4. Industry / Business Experience Related to the Teaching Assignment
5. Other Relevant Instructional or Training Roles including para-professional and long term substitute teaching.

B. Salary Credit Rubric
1. K–12 Public School Experience
Counted year-for-year (1.0 credit per year)
1.a. Para-professional 0.5 per year
1.b. Long-term substitute teaching 0.75
2. Private or Independent School Teaching
Accredited/recognized school, full-time → 1.0 credit per year
2.a. Para-professional 0.5 per year
2.b. Long-term substitute teaching 0.75
Non-accredited or part-time → 0.75 credit per year
3. University / Higher Education Teaching
Full-time teaching load in subject area (≥9 credit hours/semester) → 1.0 credit per year
Adjunct or part-time college instruction, based on hours taught→ 0.5 credit per year
Graduate assistant / limited instructional role → 0 credit per year
4. Industry / Business Experience in Related Field
(CTE, agriculture, business, engineering, trades, technology, etc.)
Directly aligned with the teaching assignment → 0.25 credit per year
Industry recognized certification, MBA, or other national certification 0.25 credit per year

5. Supervisory/lead/technical roles → 0.25 credit per year

C. Placement Process
1. Applicant submits verified employment history.
2. Administration categorizes each experience using the five categories above.
3. Rubric weights are applied to calculate total years of credit.
4. Placement is made on the salary schedule at the nearest step fully obtained. (8.75 would be an 8)
5. Guiding Principles
Consistency – All candidates evaluated using the same rubric.
Transparency – Applicants understand how placement is determined.
Fairness – Credit awarded for meaningful instructional and job-related experience.
Fiscal Responsibility – Maintains predictable long-term costs.

Any time a candidate falls outside of these parameters, administration will contact the JWEA President for consultation.
Part time in any scenario is a half of the experience weighting.
Partial years will be prorated based on assignment.
All credit determinations require verifiable documentation.

With the addition of this Section to the contract, all teachers already employed with USD 340 as of ratification of this contract will have the opportunity to request new placement on the salary schedule based on this rubric. Teachers will have until May 2027 to request this new placement and will be given such placement based on the rubric with documentation (as would anyone newly hired.)

## 2026-2027

**ARTICLE II-Salary Schedule**
Based on the contract, JWEA maintains step and movement for all eligible employees.
JWEA and the JW Board agree to add an additional step to Column 7 creating step 32.

**ARTICLE II: Salary Schedule**
**Section Q: Nontraditional Experience Salary Placement**
**Non-traditional teachers will be placed accordingly using the Nontraditional Experience Salary Placement rubric, and that placement will be communicated with the JWEA, along with documentation, during the hiring process.**

**NONTRADITIONAL EXPERIENCE SALARY PLACEMENT**
**District Reference Sheet**
**Purpose: To provide a consistent and transparent method for evaluating nontraditional experience when placing teachers on the district salary schedule.**

**A. Categories of Experience Considered**
The district may award salary schedule credit for the following types of prior experience:
1. K–12 Public School Teaching
2. Private or Independent School Teaching
3. University or Higher Education Instruction
4. Industry / Business Experience Related to the Teaching Assignment
5. Other Relevant Instructional or Training Roles including para-professional and long term substitute teaching.

**B. Salary Credit Rubric**

1. K–12 Public School Experience (attained after the earning of any Bachelor Degree in any field) Counted year-for-year (1.0 credit per year)

1.a. Para-professional 0.5 per year

1.b. Long-term substitute teaching 0.75

2. Private or Independent School Teaching

- Accredited/state recognized public or private school, full-time 1.0 credit per year
- Non-accredited or part-time .75 credit per year
- Accredited Homeschool with current teaching license .5 credit per year

2.a. Para-professional 0.5 per year

2.b. Long-term substitute teaching 0.75

3. University / Higher Education Teaching

- Full-time teaching load in subject area (≥9 credit hours/semester) 1.0 credit per year
- Adjunct or part-time college instruction, based on hours taught 0.5 credit per year
- Graduate assistant / limited instructional role 0 credit per year

4. Industry / Business Experience in Related Field (degree or certification in field hired for) *(CTE, agriculture, business, engineering, trades, technology, etc.)*

- Directly aligned with the teaching assignment 0.25 credit per year
- Industry recognized certification, MBA, or other national certification 0.25 credit per
- year
- Supervisory/lead/technical roles 0.25 credit per year
- Unrelated Experience 0 credit per year

5. Other Instructional or Training Experience

- Full-time adult/youth instruction or corporate training .25 credit per year
- Curriculum, instructional design, or coaching roles .25 credit per year

**C. Placement Process**

1. Applicant submits verified employment history.
2. Administration categorizes each experience using the five categories above.
3. Rubric weights are applied to calculate total years of credit.
4. Placement is made on the salary schedule at the nearest step rounded upwards (for instance, 8.25 becomes 9)
5. Guiding Principles

Consistency – All candidates evaluated using the same rubric.
Transparency – Applicants understand how placement is determined.
Fairness – Credit awarded for meaningful instructional and job-related experience.
Fiscal Responsibility – Maintains predictable long-term costs.

Any time a candidate falls outside of these parameters, administration will
contact the JWEA President for consultation.
Part time in any scenario is a half of the experience weighting.
Partial years will be prorated based on assignment.
All credit determinations require verifiable documentation.

**Section R: Retirement Insurance/Medical Expense Payment**

**C)** Teachers who retire from the JW School District shall notify the district of their retirement in writing. (The Board and JWEA agree to define Teacher as any employee of the School District (other than administrative

employees) who is regularly assigned, on a part-time or full-time basis, to the teaching staff of the district in a position, which requires a license or certificate issued by the State Department of Education. Teacher includes elementary and secondary classroom teachers, reading specialist; counselors; and librarians. The term "Teacher" shall not include substitute teachers or instructional aides.)

**D)** Teachers with at least 20 years of service to the district who have begun drawing KPERS are eligible for the following:

$6600 payable in one lump sum per year (with disbursement on or before October 1 of each year) for up to 3 years or until the employee reaches the age of 65, where it will be prorated for that year depending on the month that they turn 65.

**ARTICLE III-Additive Schedule**

Beginning in the fall semester of the 2026-27 school year (no later than October 1, 2026), a new additive schedule committee will be formed to review the language and recommendations of the additive schedule committee. This committee will consist of 2 board members and 4 teachers that are selected by the JWEA. This new committee will review the recommendations and provide guidance on phasing in the new additive schedule proposals.

**ARTICLE VIII-Temporary Leave-B. Bereavement Leave**

In addition to regular leave, each teacher shall be allowed five (5) days non-accumulative, non-consecutive, bereavement leave per occurrence for death in the immediate family. Immediate family shall be defined as: spouse; parent (guardian); child (dependent); step-child; step-parent; grandparent; grandchild; brother; sister; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; aunt; uncle; niece; nephew; or member of the household. A certified employee may request an extension in writing to the Board, especially for occurrences requiring travel of more than 200 miles.

**LANGUAGE TO REMOVE FROM CONTRACT:**

These are areas in the contract that we could remove language:

Pg. 2

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

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

Pg. 5

M. If the district loses or gains more than $50.00 per student during the 2013 fiscal the
Board and/or JWEA agree to reopen the negotiations for the purpose of negotiating salary.

Need to remove 2025 from "must notify the Superintendent ..."

Pg. 29

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

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

# MEMORANDUM OF UNDERSTANDING

**Between the Jefferson West Board of Education (USD 340) and the Jefferson West Education Association (JWEA)**

**Effective Dates:** 2025-2026 Contract Year

**Subject:** Additive Schedule Review Committee and Immediate Position Placements

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*I. PURPOSE*

The purpose of this Memorandum of Understanding (MOU) is to establish a formal process for the review, correction, and equity-based realignment of the Jefferson West Additive Schedule due to not following the negotiated agreement. This agreement ensures that supplemental positions are compensated fairly and integrated into the master contract.

*II. COMMITTEE FORMATION & MANDATE*

A specialized committee shall be formed to evaluate the current Additive Schedule. The committee's primary objectives include:

- **Standardization of Assistant Coaches:** Moving all High School Assistant Coaches to **Group 7** and all Middle School Assistant Coaches to **Group 6** to ensure equivalency across all sports.
- **MOU Integration:** Reviewing and placing all currently approved MOU positions congruently onto the official Additive Schedule.
- **General Correction:** Addressing inconsistencies within the existing supplemental pay structure.

*III. COMMITTEE COMPOSITION*

The committee shall consist of eight (8) members as follows:

- **Two (2)** Jefferson West Board of Education members.
- **Two (2)** Jefferson West Education Association members.
- **One (1)** Athletic Coach (Licensed Staff/Non-Rule 10).
- **One (1)** Athletic Coach (Rule 10).
- **One (1)** Activities Coach (Licensed Staff/Non-Rule 10).
- **One (1)** Activities Coach (Rule 10).

*IV. INTERIM POSITION APPROVALS*

Pending the committee's final schedule placement, the following positions will be held for the 2025-26 contract ONLY at the rates listed below:

| Position | Current Approved Rate/Placement |
|---|---|
| **LeTRS Facilitator** | $10,000 |
| **ELL Teacher** | $6,000 |
| **Concession Stand Coordinator** | $5,000 |
| **Concession Stand Coordinator Assistant** | $3,000 |
| **Assistant Prom Sponsor** | Group 2, Step 1 |

*V. TIMELINE & APPROVAL*

- **Commencement:** The committee will begin work no later than **April 2026**.
- **Deadline:** All reviews and corrections must be completed by **August 1, 2026**.
- **Finalization:** Recommendations will be presented to both the Board of Education and the JWEA for final approval and formal inclusion in the 2026-27 negotiated contractual agreement.
- **Sunset of MOU:** This Memorandum of Understanding will sunset on **August 31, 2026**.

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**For the Jefferson West Board of Education:**

*Signature:* _____ *Date:* _____

**For the Jefferson West Education Association:**

*Signature:* _____ *Date:* _____