

Jefferson County North Schools

USD #339



Negotiated Agreement

2011-12

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PROCEDURAL AGREEMENT

Article I

Purpose:

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

Article II

Selection of Teams:

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

Article III

Good Faith Negotiations:

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

Article IV

Processing Agreements:

Negotiating sessions shall take place in open meetings encouraging both the Board and teachers to become involved with the negotiating procedure. In order to avoid the waste resulting from attempts to negotiate when the parties are in disagreement over basic facts, the Board and Association agrees to make available on request such information as may be needed to develop sound proposals.

Article V

Agreements:

All items on which agreement has been reached will be presented as a package to both the certified staff and the Board of Education for ratification as soon as possible after negotiations have ended. All negotiated items shall become effective and coincide with the 2011-12 contract date.

Article VI

FRINGE BENEFIT-IRS 125 SALARY REDUCTION CAFETERIA PLAN

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

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

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

The board reserves the right to determine, after consultation with employees through the Superintendent, the vendor and benefits of each insurance benefit included in the plan. This consultation shall occur through a committee made up of, but not limited to, the superintendent, board clerk, and two representatives from the bargaining unit. A committee meeting may be called by the superintendent when benefits change, or by the bargaining unit representatives when needed.

A teacher deciding to reduce his/her salary must provide written notice to the superintendent on forms provided by the superintendent on or before September 1 of each year. The notification shall include the dollar amount of salary reduction and the benefits desired. The benefits or the amount of salary reduction may not be changed during the plan year except changes in the amount of salary reduction will be allowed upon a change of family status of the employee as provided in the plan agreement or in the event of a termination of one of the plan benefits.

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

Employer Paid Fringe Benefit

Effective September 1, 2008 and following, the Board will pay in addition to salary up to: a) \$ 325 per month toward a single health insurance plan, or b) \$425 per month toward a family health insurance plan offered by the district for all full-time certified teachers. Should the actual rate of the insurance be less than the fringe offered, employees may use the difference to purchase dental and/or vision insurance. Any additional difference will revert to USD #339 general fund. A family health insurance plan shall be defined as any plan other than a single health plan.

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

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

- All part-time certified staff members will be grandfathered in at this time (2000-01) with the full amount allotted.
- Any new part-time employee will receive the prorated amount of coverage based upon their hours of work.

Insurance Refunds

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

Article VII

LEAVE POLICY

A. Sick/Bereavement Leave

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

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

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

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

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

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

5. Retirement Bonus. The district will pay a retiring teacher with 15 or more years of teaching experience in USD 339 and five current years of consecutive service in USD 339 a lump sum payment upon retirement of \$100 per years of service in the district. In addition, teachers shall receive a health insurance payment of \$250 per month, with the following conditions. The teacher:

- a) is currently a full-time certified teacher,
- b) has been in the district health care plan at least 10 years and the previous 5 consecutive years,
- c) provides proof of retirement according to KPERS rules and regulations.
- d) The benefit is limited to eight (8) years, and
- e) is pursuant to K.S.A. 12-5040 (the benefit ceases when the employee becomes eligible to be covered under a plan of another employer, or
- f) employee becomes Medicare eligible.

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

B. Personal Leave

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

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

1. Requests for personal leave shall be filed with the building principal at least five (5) days in advance of the anticipated leave date.
2. The availability of acceptable substitute arrangements.
3. The building principal shall acknowledge the request and forward it to the Superintendent.
4. No more than two (2) teachers per building and no more than four (4) teachers from the entire district will be granted personal leave on any one school day.
5. Personal leave days will be taken in minimum of one hour segments.
6. Personal leave will not be granted during the last week of the school year, on any regularly scheduled district inservice day, on days set aside for parent-teacher conferences and on the day immediately preceding or the day following a scheduled school holiday.
7. The Superintendent is granted the discretion to exceed the limitations placed on personal leave.

Further provided, that at the end of a contract year each employee will be compensated at the current rate of substitute pay (one school assignment) per day (8 hours) of unused personal leave remaining.

C. Leave for Jury Duty

Believing that jury duty is a privilege and responsibility accorded to American citizens, USD 339 encourages their employees to serve, if called, for duty. Employees shall be paid their regular wages less that amount paid for serving on jury duty. Expenses for serving shall not be considered pay for duty.

D. Holiday Leave

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

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

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

E. Extended Leave

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

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

a. Personal Health -

- 1) A Professional Employee whose illness or physical incapacity extends beyond the accumulated sick leave may be granted leave for the remainder of the contract year, without pay or increment. If the Professional Employee has completed more than half of the contract year, the increment shall accrue.
- 2) Request for leave must be accompanied by a statement from a licensed physician that such leave is necessary. The physician's statement shall clearly state the physical or mental disability, the nature of the disability or incapacity, and a projected date of return to duties. The cost of the physician's statement shall be bore by the Professional Employee.
- 3) If deemed necessary by the Board of Education, a second physical/mental examination by a Board appointed physician may be required. The cost of a Board appointed physician's examination shall be bore by the Board of Education. At the Board's discretion, a periodic statement from the Professional Employee's or the Board's physician may be required as described above. In the event the medical examinations conflict, a third examination may be ordered at Board expense to be conducted by a mutually acceptable physician.

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

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

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

b. Family Care Leave

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

c. Other Extended Leave

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

Article VIII

EVALUATION PROCEDURE

Three Phase Evaluation System for Licensed Teaching Staff

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

- Phase One.....Non-Tenured Staff
- Phase Two.....Tenured Staff
- Phase Three.....Staff with a Plan of Assistance

Phase One:

- Every non-tenured employee shall be evaluated twice yearly by the 60th day of each semester.
- Every non-tenured employee meets with evaluator within the first two weeks of starting to work.
- The evaluation process and forms are explained in detail at this meeting.

- “New to teaching” and “new to position” staff will be required to participate in a district-sponsored mentoring program unless a appropriate mentor is not available.
- Evaluator and/or mentor observe new staff member at least one time per week during 1st quarter. Periodic meetings with evaluator and/or mentor are held to review what has been observed. Strengths and weaknesses are discussed and documented in detail.
- A written evaluation (conducted by the evaluator) is completed by the 60th day of each semester. The written evaluation is completed at a summative evaluation conference. The teacher submits a self-evaluation form one week prior to the summative conference.
- Based on evaluation results, the evaluator will:
 - a) continue current level of monitoring of progress,
 - b) reduce level of assistance but continue mentor and evaluator observations,
 - c) begin focus on formal assistance, or
 - d) consider non-renewal
- The teacher submits a contract for excellence within two weeks of the summative conference. The purpose of the contract is to detail steps in areas identified for improvement.
- The evaluator and/or mentor review the contract for excellence with the staff member quarterly until the next evaluation cycle and make adjustments to the contract as necessary.

Phase Two:

- Certified staff members are evaluated the year they are granted tenure and are evaluated thereafter every three years.
- Every staff member scheduled for an evaluation meets with the evaluator within the first two weeks of starting to work.
- The evaluation process and forms are explained in detail at this meeting.
- The evaluator observes staff member at least two times formally along with informal observations. One of the formal observations will be scheduled with the teacher.
- A written evaluation is conducted by February 15th. The written evaluation will be completed at a summative evaluation conference. The teacher submits a self-evaluation form one week prior to the summative conference.
- Based on evaluation results, the evaluator will:
 - a) continue Phase 2 evaluation cycle
 - b) move to Phase 3 status with a plan of assistance
- The teacher submits a contract for excellence within one week of the summative conference. Additional time will be provided by administration at the request of the evaluatee. The purpose of the contract is to detail steps in areas targeted for improvement.
- The evaluator reviews the contract for excellence with the staff member quarterly and they make adjustments as needed until the next evaluation cycle.

Phase Three:

- A certified staff member may be moved to Phase Three when performance indicates there is a need for more intensive supervision of the individual. Phase 3 is required when one or more indicators on the evaluation instrument are marked “not met”.

- When possible and practical, a mentor will be assigned to help improve performance of the employee.
- A detailed plan of assistance is developed by the evaluator with input from the employee and the mentor.
- A timeline is established when the employee is placed in Phase Three status to enable the employee to return to a Phase 2, or to consider non-renewal of the employee.
- Formal evaluation conferences will be held every two weeks while the assistance plan is in effect. These conferences will include a written review of current performance and any recommendations or changes to the plan of assistance.
- At a minimum, a formal evaluation will be conducted by February 15th.
- The same procedures and forms for Phase 2 will be used for staff members on Phase 3.
- The staff member will not be required to fill out the contract for excellence since goal plans will be detailed in the plan of assistance.
- Based on evaluation results, the administrator will:
 - a) continue Phase 3 evaluation cycle with assistance
 - b) return the staff member to Phase 2 status
 - c) consider non-renewal

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

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

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

Article IX

GRIEVANCE PROCEDURE

A. Purpose.

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

B. Definitions.

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

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

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

C. Procedures.

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

Level 1.

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

Level 2.

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

Level 3.

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

Level 4.

If the grievant is not satisfied with the disposition of the grievance, the grievant may submit the issue to the board of education within ten (10) days of the receipt of the written decision from Level 3. The grievant may present the appeal to the board by submitting a written request to the clerk of the board. The board of education or a committee of members of the board appointed by the board president, shall within twenty (20) calendar days after receipt of the written request, meet and confer with the grievant and render a recommendation to the board of education. At the next regular board meeting following receipt of the recommendation, the board shall consider the grievance and render its decision. The decision of the board of education shall be in writing and submitted to the teacher within ten (10) days following the meeting of the board. The decision of the board shall be final in all respects.

Representation.

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

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

D. Miscellaneous Provisions.

1. It is the policy of the board to assure every teacher the opportunity to have the unobstructed use of the grievance procedure without reprisal or prejudice.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, then "days" shall be defined as those days the District Office is open for business.
3. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the grievant.

UNIFIED SCHOOL DISTRICT #339
GRIEVANCE REPORT FORM

PROCEDURE (1) (2) (3) (4) Date Filed _____
(Circle one to indicate level of Grievance)

Name of Grievant _____ Building _____ Assignment _____

A. Date of cause of grievance occurred: _____

B. Relevant contract provisions _____

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

D. Relief desired: _____

Signature _____ Date _____

Date Received _____

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

Signature _____ Date _____

Article X

School Calendar

Three calendars shall be developed by the members of the Superintendent/ Board/ Teacher Advisory Council. Representatives of that group will, as part of the calendar development process, meet with representatives of the other Keystone districts to develop a calendar that closely aligns with other Keystone schools. The three proposed calendars shall be voted upon by the faculty and staff of USD 339. The proposal receiving the most votes shall then be submitted as a recommendation to the board at its April meeting.

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

Article XI

Notice of Vacancies

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

Article XII

CONTRACT ISSUES

A. Contract Days

The number of contract days which teachers are required to work shall not exceed 188 days. The contract days shall be used for classroom instruction, inservice, preschool workdays**, workdays prior to conferences**, QPA work, curriculum work, Parent-Teacher conference days, and check-out days as scheduled by the board. The Superintendent/Board/Teacher Advisory Council may make recommendations to the board for the scheduling of the contract day.

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

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

B. Summer Work

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

C. Lunch

All teachers shall be assured a duty free lunch period of no less than 25 minutes unless the teacher requests otherwise.

D. Head Teachers/Department Heads

A head teacher for each attendance center is to be the person in charge, due to an absence of the principal, and will be recommended by the administration and approved by the board. Elementary/middle school head-teacher will be paid \$400 for each semester so assigned. The high school head teacher will be paid \$400 for each semester so assigned. The EMS will also have 3 Department Heads at each instructional level, K-2, 3-5, 6-8 respectively. Each Department Head will receive \$200 each semester so assigned.

E. Student Teachers

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

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

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

F. Duty Day

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

G. Planning Time

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

H. RIF

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

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

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

In the event two or more teachers have similar certifications, qualifications, and skills in a teaching area, those teachers who have tenure will be retained over those that are non tenured.

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

I. Early Termination of Contract

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

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

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

J. JCNEA Use of Resources

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

K. Retirement Notification

Deadline for a teacher to notify the Board of Education for retirement purposes for the following school year shall be April 27.

Article XIII

WAGES

A. Travel Pay

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

B. Exceptions for Schedule

Exceptions to the salary schedule may occur for certain teachers designated by the Board as special teachers. This might include teachers who are coaching and carrying a full teaching load (7 classes), teachers in special fields such as special education or Title 1 projects, etc.

C. Summer School Teachers

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

D. Pay for College Hours

The Board will pay \$120.00 per college hour up to and including ten hours during summer sessions and three hours or one five (5) hour class per regular semester term. Prior approval by the Superintendent is required if the course is undergraduate or if it is outside the teacher's license area. Teachers new to the district will not be paid for hours received prior to their first contracted day.

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

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

E. Class Coverage

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

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

F. 5 year Teacher Certification Programs

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

G. Extra Duty Pay

Teachers shall be paid \$0.15 per minute for the following listed extra duty assignments. The pay per session does not include events scheduled during the regular duty day.

MS & HS tickets/gate/ General Supervision if needed	1. volleyball 2. boys & girls basketball 3. football 4. plays
MS & HS score book/ Libero if needed Line Judge if needed	1. volleyball 2. boys & girls basketball
MS & HS clock operator	1. volleyball 2. boys & girls basketball 3. football
MS & HS chain gang	1. football
MS & HS video	1. volleyball 2. boys & girls basketball 3. football 4. plays 5. vocal & instrumental concerts
EMS/HS/District	1. photography for District Newspaper
EMS & HS	1. concert/play/drama supervision 2. science fair 3. spelling bee
HS	1. Summer weight lifting supervision 2. Weight room supervision outside of the duty day

H. Schedule Movement

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

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

Unlimited in service points may be used for recertification.

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

I. Extended Contract Pay

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

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

J. Extended Teaching Day Pay

Teachers shall be paid \$0.30 per minute for mutually agreed upon extended day programmed teaching assignments and for preparation for those activities. The pay per assignment does not include events scheduled during the regular duty day. Agreed-upon activities and events are: KALL lessons, guided reading evening presentations, and student improvement team meetings which must be held outside the regular duty day. Other activities must have prior approval of the superintendent to be eligible for compensation. Teachers may receive PDC points for PDC approved activities or monetary compensation, but not both.

K. National Board Certification Pay

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

L. New Teacher Mentor

Teachers who agree to serve as a mentor to "new to teaching" or "new to position" teachers will be paid \$500 by the district or \$1,000 if they successfully complete a state-approved mentor program.

2011-12 Salary with \$100 increase											
					\$ Incr	% Incr					
	High Base (MS+50, Step20)			\$51,920	\$100	0.58%					
	Low Base (BS, Step 0)			\$33,820	\$100	0.30%					
Experience	BS + 0	BS + 10	BS + 20	BS + 30	BS + 40	MS + 0	MS + 10	MS + 20	MS + 30	MS + 40	MS + 50
0	33,820	34,220	34,620	35,020	35,420	36,220	36,720	37,220	37,720	38,320	38,920
1	34,320	34,720	35,120	35,520	35,920	36,720	37,220	37,720	38,220	38,820	39,520
2	34,820	35,220	35,620	36,020	36,420	37,220	37,720	38,220	38,720	39,320	40,120
3	35,320	35,720	36,120	36,520	36,920	37,720	38,220	38,720	39,220	39,920	40,720
4	35,820	36,220	36,620	37,020	37,420	38,220	38,720	39,220	39,820	40,520	41,320
5	36,420	36,720	37,120	37,520	37,920	38,720	39,220	39,720	40,420	41,120	41,920
6	37,120	37,220	37,620	38,020	38,420	39,220	39,720	40,220	41,020	41,720	42,520
7	37,120	37,720	38,120	38,520	38,920	39,720	40,220	40,720	41,620	42,320	43,120
8	37,120	38,320	38,620	39,020	39,420	40,220	40,720	41,320	42,220	42,920	43,720
9	37,120	39,020	39,120	39,520	39,920	40,720	41,220	41,920	42,820	43,520	44,320
10	37,120	39,020	39,620	40,020	40,420	41,220	41,720	42,520	43,420	44,120	44,920
11	37,120	39,020	40,220	40,520	40,920	41,720	42,320	43,120	44,020	44,720	45,620
12	37,120	39,020	40,920	41,020	41,420	42,220	42,920	43,720	44,620	45,320	46,320
13	37,120	39,020	40,920	41,620	41,920	42,720	43,520	44,320	45,220	46,020	47,020
14	37,120	39,020	40,920	42,220	42,420	43,220	44,120	44,920	45,820	46,720	47,720
15	37,120	39,020	40,920	42,920	43,020	43,820	44,720	45,520	46,520	47,420	48,420
16	37,120	39,020	40,920	42,920	43,620	44,420	45,320	46,120	47,220	48,120	49,120
17	37,120	39,020	40,920	42,920	44,220	45,020	45,920	46,820	47,920	48,820	49,820
18	37,120	39,020	40,920	42,920	44,920	45,620	46,520	47,520	48,620	49,520	50,520
19	37,120	39,020	40,920	42,920	44,920	46,220	47,220	48,220	49,320	50,220	51,220
20	37,120	39,020	40,920	42,920	44,920	46,920	47,920	48,920	50,020	50,920	51,920

For the 2011-12 school year, the base salary will increase \$100. Teachers will receive an experience step plus movement across the salary schedule for those completing the necessary college hours/PDC points.

In addition to the schedule above, each bargaining unit member will receive a one-time payment of \$200.00. For a member to be eligible, they must have worked for the school district the entire year of 2010-11 and be returning for the 2011-12 school year.

Supplemental Salary Schedule 2011-12

Base

\$31,750.00 **

**The new base reflects 2010-11 supplemental base plus \$100.00

	percent of base	Salary
Extra Class assignment	15.0%	4,762.50
Band Director	10.0%	3,175.00
Head High School Football	11.0%	3,492.50
Assistant High School Football	7.0%	2,222.50
Head High School Volleyball	11.0%	3,492.50
Assistant High School Volleyball	7.0%	2,222.50
Head High School Cross Country	11.0%	3,492.50
Head High School Boys Basketball	11.0%	3,492.50
Assistant High School Boys Basketball	7.0%	2,222.50
Head High School Girls Basketball	11.0%	3,492.50
Assistant High School Girls Basketball	7.0%	2,222.50
Head High School Boys Track	11.0%	3,492.50
Head High School Girls Track	11.0%	3,492.50
Assistant High School Track	7.0%	2,222.50
***Freshman Football, Basketball, Volleyball	6.0%	1,905.00
High School Cheerleader Sponsor	8.0%	2,540.00
Weightlifting Sponsor	5.0%	1,587.50
High School Dance Team Sponsor	5.0%	1,587.50
High School FBLA	6.0%	1,905.00
Assistant High School FBLA	4.0%	1,270.00
Assistant High School FBLA Aide	2.0%	635.00
Assistant High School Cross Country	7.0%	2,222.50
High School Yearbook	3.0%	952.50
High School Jr. Class Sponsors-Each (limit 2)	1.0%	317.50
High School Student Council	3.0%	952.50
High School Scholar Bowl	6.0%	1,905.00
High School Speech/Forensics	6.0%	1,905.00
High School Thespian Sponsor	4.0%	1,270.00
*High School Music Master Production	4.0%	1,270.00
*High School Master Play	4.0%	1,270.00
*Assistant High School Master Play	2.0%	635.00
High School Activities Director	12.0%	3,810.00
Asst Activities Director (teaching a full schedule)	7.0%	2,222.50
Head Middle School Football	7.5%	2,381.25
Assistant Middle School Football	5.0%	1,587.50
Head Middle School Volleyball	7.5%	2,381.25
Assistant Middle School Volleyball	5.0%	1,587.50
Head Middle School Boys Basketball	7.5%	2,381.25
Head Middle School Girls Basketball	7.5%	2,381.25
Assistant Middle School Basketball	5.0%	1,587.50
Head Middle School Boys Track	7.5%	2,381.25
Head Middle School Girls Track	7.5%	2,381.25
Assistant Middle School Track	5.0%	1,587.50
Middle School Pep Club	4.0%	1,270.00
Middle School Cheerleader Sponsor	4.0%	1,270.00
Middle School Scholar Bowl	2.5%	793.75
*Middle School Master Music Production/Play	3.5%	1,111.25
*Asst Middle School Master Music Production/Play	1.5%	476.25
MS Activities Director teaching a full schedule	8.5%	2,698.75
QPA Chair, Elem, MS, HS (Limit 3)	3.0%	952.50
Elem./Middle School Vocal Concert Director	2.0%	635.00

*Prior approval of Superintendent

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

| Supplemental Salary Schedule

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

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

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

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

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

Title: **Teacher**

Reports to: **Building Principal**

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

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

Essential Job Functions:

I. The teacher oversees safe and orderly classrooms.

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

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

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

III. The teacher builds positive school/community relations.

- ◆ Supports the mission of the school and district.

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

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

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

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

VI. The teacher models positive professional attributes.

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

Other Duties

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

Knowledge, Skills, and Abilities Required:

- ◆ A valid building-level/subject area license issued by the Kansas State Board of Education.
- ◆ Ability to work cooperatively and constructively with others, including the ability to communicate effectively with a broad number of audiences.
- ◆ Ability to manage job responsibilities and meet the established district outcomes.
- ◆ Ability to use district-identified computer hardware and software, and other district-provided technology as needed
- ◆ Ability to physically adapt to the compressed time schedule of a school day and year.
- ◆ (Other alternatives as set by the Board of Education.)

Evaluation: Performance of this job will be evaluated in accordance with provisions of the USD 339 Board of Education’s policy on Evaluation of Professional Personnel and/or the district’s Negotiated Agreement.

Terms of Employment: It is hereby agreed, by and between the Board of Education of Unified School District No. 339, in Jefferson County, State of Kansas, hereinafter called the “Board” and hereinafter called the “teacher” that the teacher is hereby employed by the school district **188 days beginning on the 11th day of August, 2011** and to perform the following services in conformity with Kansas and the policies of the Board.

Step BS +

For these services the Board agrees to pay the teacher an **annual salary of \$** to be paid in 12 monthly installments on or before the 10th day of each calendar month. If the 10th falls on a weekend the teacher will be paid on the last workday prior to the 10th. This applies to all monthly pay dates except for summer lump sum payments (July and August) to be paid on or before June 30.

The Board, after consultation with the teacher (through the Superintendent), reserves the right to assign said teacher to such buildings and teaching assignment as the best interests of the schools of the district require.

This contract shall be void if the teacher fails to have on file with the Board continuously during employment a valid Kansas Teacher’s Certificate for the level at which he/she is employed and for the subjects which he/she is employed to teach.

The Board may chose to accept the resignation of a teacher tendered after the period established by state statute (two weeks following the third Friday in May) upon receipt of

- \$200.00 for resignation received between June 5 through June 15,
- \$500.00 for resignation received between June 16 through June 30,
- \$1000.00 for resignation received after July 1

all as liquidated damages. The Board reserves the right to waive the payment requirement while still accepting the resignation.

The Board shall allow eight (8) days of sick/bereavement leave each year accumulative to sixty (60) days and five (5) personal days accumulative to five (5) days.

In compliance with a resolution passed by the Board at a legal meeting held on _____, 20__, we hereunto subscribe our names.

Board of Education:

President

Teacher

Attested by Clerk

Date

Article XIV

Duration of Agreement.

This agreement negotiated and ratified by the Board of Education of Unified School District No. 339 and the JCN Education Association shall be effective for a one-year period commencing on July 1, 2011, and continuing through June 30, 2012.

Dated this _____ day of _____, 20____, at Winchester, Kansas.

ATTEST:

_____ By: _____

Clerk of the Board

President, Board of Education

Unified School District No. 339

Dated this ____ day of _____, 20____ at Winchester, Kansas.

_____ Co-President, JCN Education Association

_____ Co-President, JCN Education Association