

MEMORANDUM OF AGREEMENT

by and between

THE TEACHERS

of SOUTH CENTRAL KANSAS SPECIAL EDUCATION COOPERATIVE

and

THE BOARD OF DIRECTORS

of SOUTH CENTRAL KANSAS SPECIAL EDUCATION COOPERATIVE

412 Sandy Lane
Pratt, Kansas 67124

Effective July 1, 2009 through June 30, 2010

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PREAMBLE

Preamble

Agreement by and between the Board of Directors of the South Central Kansas Special Education Cooperative hereinafter referred to as the "Board," and the Teacher's Association for Special Kids (TASK), hereinafter referred to as the "Association". This agreement does not include paraprofessionals, audiologists, school nurses, physical therapists, occupational therapists, school administrators, substitute teachers, professionals employed to work for Arrowhead West, Inc., retired teachers returning to service as excluded by state statute, or teachers employed to work in the Pre-K Pilot Program. WHEREAS, This Agreement has been reached after the parties concerned have progressed through the procedures indicated under Kansas Laws covering Professional Collective Negotiations, K.S.A. 72-5413 et. seq. TASK NEA is recognized as the exclusive bargaining agent and the Board shall grant to the association rights which shall not be granted or extended to any other organization claiming to represent educators of SCKSEC.

It is therefore agreed:

ARTICLE I.....GENERAL PROVISIONS

A. Savings Clause

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall enter immediately into negotiation on any provision concerning wages, fringe benefits, or mileage payments found to be contrary to law.

B. Agreement Revisions

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties. Any such amendment shall be reduced to writing, shall be signed by the Board and the Association, and shall become an addendum to this Agreement after ratification by the Board and the certified staff covered by the Agreement.

C. Distribution of Agreement

The Board, through its administrative staff, shall make available to each Association Board Member a copy of this Agreement in its entirety as soon as possible after both parties have ratified the agreement. Copies of the agreement will be available upon request.

D. Duration of the Agreement

This Agreement shall be of one year duration beginning on July 1, 2009 and ending on June 30, 2010.

ARTICLE II.....INSERVICE PROCEDURES AND STAFF MEETINGS

A. In-service Council

In-service programs shall be scheduled and planned by a South Central Kansas Special Education Cooperative In-service Council. The council shall be composed of licensed representatives as described in the state approved professional development plan. A list of council members shall be distributed to all SCKSEC licensed staff by October 1 each year.

B. In-service Days and Attendance

All required in-service meetings shall be considered part of the school day, and the teachers shall be granted release time from their assigned duties to attend. All teachers shall be in attendance unless excused by the Director of the Cooperative upon request of the teacher.

Each school district shall provide transportation; however, if a teacher chooses to drive him/herself, no mileage will be paid.

All teachers will receive notification by USPS or email of in-service meetings five (5) school

days in advance.

C. In-service Defined

In-service shall be defined as programs for the purpose of improving staff skills, developing competencies in new or highly specialized fields, improving instructional techniques, or curriculum planning and study.

D. SCKSEC Staff Meetings

SCKSEC will support and maintain a systematic, schedule of staff meetings. The Administration will plan staff meetings for a variety of issues.

All required staff meetings shall be considered part of the school day, and the teachers shall be granted release time from their assigned duties to attend. All teachers shall be in attendance unless excused by the Director of the Cooperative upon request of the teacher.

All teachers will receive notification by USPS or email of staff meetings five (5) school days in advance.

E. Bargaining Unit Meeting During First Day In-service

Members of the bargaining unit will be allowed no greater than one hour, beginning at 11:30 am on the first day of in-service to review the changes in the negotiated agreement. That duty day shall begin 15 minutes earlier than the normal day.

ARTICLE III.....PERSONNEL LEAVE POLICIES

A. PROCEDURES FOR GRANTING LEAVE

The form provided for request of leave shall be submitted to the assigned administrator. The assigned administrator shall be given as much advance notice as possible prior to absence from duty. All Absences must be reported to the administration by procedures outlined by the administration. If an individual requests more personal leave time than the individual has available, salary deduction may be utilized when mutually agreeable.

B. Personal Leave

Teachers may be allowed three (3) days personal leave each year. Leave may be granted when:

1. The request is submitted in writing, to the Director through the immediate supervisor at least 24 hours in advance of the anticipated absence, except for unforeseen emergencies. The Director may grant leave with full pay deduction, or deduction of the substitute only, or with no deduction in pay.
2. A suitable substitute is available (when applicable).

3. The minimum unit of leave shall be one hour.

Up to one day of unused personal leave may be carried over to the next year as either sick leave or personal leave. Carry over days shall be in increments of half days or full days. The most days an individual may accumulate for personal leave is four. The maximum accumulated days for sick leave is addressed in Article III, Section C of this agreement.

C. Sick Leave

Teachers will be credited with fifteen (15) days of sick leave per year. A total of seventy-five (75) days of sick leave may be accumulated. At the beginning of a school year the maximum amount of sick leave available to any employee is seventy-five (75) days. Sick leave will be granted for personal illness or illness of any member of the immediate family. The immediate family is defined as spouse, child (includes step and foster children), mother (in-law), father (in-law), brother (in-law), sister (in-law), grandparent, grandchild, aunt or uncle. Sick leave will also be granted to attend the needs of ill relatives living in the same household.

D. MATERNITY LEAVE

Disabilities caused or contributed to by pregnancy and its related conditions as they affect female teachers are considered as a temporary nature. As such, those disabilities qualify for sick leave. The commencement of leave time for delivery shall be determined by the teacher and her physician. As soon as that date is determined, it shall be communicated to the Director and/or immediate supervisor. The teacher shall continue on the job during the term of pregnancy until, in the opinion of her physician, continued professional services could endanger her health or the condition renders her ineffective in the assigned position. In case of the latter, the decision of commencement of leave shall be determined by the teacher, the immediate supervisor, and the Director. The teacher shall return to her position as soon as her physician certifies she is capable of performing her duties as assigned.

E. ADOPTION LEAVE

Sick leave may also be used by employees following a child's placement in the home when pursuing a legal adoption. The number of days shall be determined by the employee, the immediate supervisor, and the Director. Such leave shall not exceed 20 (twenty) days.

F. BEREAVEMENT LEAVE

Sick leave may be used to attend any funeral, which the teacher feels obligated to attend. Arrangements for bereavement leave shall be made with the Director. Arrangements for funeral attendance shall be made with the Director or immediate supervisor in advance.

G. EMERGENCY LEAVE BANK

At the beginning of each school year, the Board shall provide an Emergency Leave Bank of one hundred twenty (120) days. The bank shall be administered as follows:

1. A committee shall be elected by the staff and shall be chaired by the Director. The committee shall be called upon for advice and counsel to determine eligibility of the applicant when the number or requested days exceeds five (5) days.

2. Within ten (10) days of the receipt of the application, a majority vote of all committee members shall make the final decision on granting or declining applications for leave from the bank.
3. Members of the SCKSEC certified staff who have used all their own accumulated sick leave and personal leave may apply for up to thirty (30) days additional leave, to be used for personal illness only.
4. Members of the SCKSEC certified staff who have used all their own accumulated sick leave and personal leave may apply for up to thirty (30) days additional leave, to be used for catastrophic purposes.

All language in the current Emergency Leave Bank article will remain the same for the 2009-2010 school year. A committee will be formed to study and recommend changes to the bargaining teams for SCKSEC and TASK-NEA.

H. Professional Leave

Teachers may be granted temporary leave with pay to attend CEC conventions, other conventions and/or conferences related to the specific assignment. Such leave must be approved by the Director at least one week in advance of occurrence after having been discussed with, and recommended by, the immediate supervisor. All requests for such leave shall be made in writing. Expense for attendance at such conventions or conferences shall be borne by the teacher making the request except when attendance is requested by the Director.

I. Association Leave

At the beginning of each school year, the professional association shall be credited with four (4) days leave to be used by teachers who are officers of the association to attend meetings relating thereto. On those occasions whereby the employment of a substitute(s) is necessitated, the cost of such substitute(s) shall be borne by the association. Payment of said expense shall be made by the association to the treasurer of the South Central Kansas Special Education Cooperative. Payment to substitutes shall be made in the same manner as for substitutes necessitated by any other cause. Requests for such leave shall be made to the Director through the principal or immediate supervisor no less than 48 hours in advance.

J. Extended Leave

Teachers may be granted, by the Board, extended leave to engage in professional experiences having a major focus on self-improvement which would enhance a professional performance in his/her role expectations in the Cooperative, for teaching, military leave, health or rehabilitation, for campaigning for or holding public office, or for other reasons as may be approved. Such extended leaves shall normally be for one (1) year and will not exceed two (2) years. No extended leave shall be considered a termination of employment.

To be eligible for extended leave, the teacher shall have completed at least five (5) consecutive years of service with the Cooperative and shall provide a written statement of intent to return to the Cooperative, by Kansas regulations, upon completion of the extended leave. The applicant must not have been granted extended leave from the Cooperative during the five (5) consecutive

years of service immediately preceding the current application.

Extended leave may be granted, by the Board, contingent upon finding a suitable replacement willing to fill the temporary vacancy during the period of the extended leave. In the event such arrangements are made, the teacher will be guaranteed a position upon returning. In the event that a suitable replacement cannot be found, the teacher will be provided documentation that a sincere attempt to locate such a replacement was made. In the event a suitable replacement cannot be found to fill the temporary vacancy, the teacher may still be granted the extended leave with the provision that he/she will be offered first choice of a comparable position when there is an opening.

Contingencies:

1. The teacher will not be eligible for compensation or other benefits, from the Cooperative, while on extended leave. Arrangements for payment of the insurance premiums must be approved in advance in compliance with COBRA regulations.
2. The teacher will retain all accumulated sick leave days, but will not receive credit for any additional sick leave days during the term of the extended leave.
3. The teacher may retain membership in the Association by making the arrangements for payment of dues and may continue membership in the health insurance group subject to the rules and regulations of the insurance company.
4. The teacher may receive full credit for experience while on extended leave for activities defined as teaching or for military service.

Applications for extended leave, which are to be effective at the beginning of a school year shall be submitted on or before April 15. Requests for leave at other times may be granted providing such request does not impose a hardship on the Cooperative.

ARTICLE IV.....STAFF ACCESS TO INFORMATION

A. DOCUMENTS TO BE PROVIDED

When requested by the teacher, the teacher shall be supplied with various documents during the employment including Board Policies and Administrative rules and regulations which implement Board Policies. A copy of the minutes or a resume of official action of each Board meeting will be provided monthly upon request. Minutes, Board Policies and this agreement will be available via the cooperative's web site.

ARTICLE V.....WORK SCHEDULE POLICY

A. ARRIVAL and DEPARTURE TIMES

No teacher shall be required to have arrival and departure times at variance with the building in which they are assigned; provided, however, itinerant teachers may select different arrival and departure times by mutual agreement with the Director of the Cooperative.

B. Duty Free Lunch

All teachers in the cooperative shall have a daily duty free lunch on the same basis as the other teachers in the building or buildings to which the cooperative teacher is assigned.

C. Duty Assignments

Teachers who are assigned full time to a single attendance center may be assigned duties on the same basis as other teachers in the buildings in which they teach. Itinerant teachers may not be assigned duties in addition to their teaching responsibilities unless such duties are mutually agreed to by the teacher, building principal, and the cooperative Director.

D. Preparation Time

All teachers, whether itinerant or assigned full time to a single attendance center will have, in addition to their lunch period, daily preparation time during which they will not be assigned to any other duties. Preparation time will correspond to the preparation time allowed regular education teachers and will be no less than the amount of time allowed for the majority of the teachers in the building to which Cooperative teachers are assigned. Building principals, after consultation with the teacher, will be responsible for scheduling said preparation time which shall be in no more than two (2) blocks of time. . Teachers shall bring planning time concerns to the cooperative administration.

E. Extracurricular Assignments

Extracurricular activities are assignments outside of the teacher's workday. Such assignments shall be voluntary and no teacher shall be required to accept any such assignment. Compensation for such assignments shall be commensurate with other teachers in the same district.

F. Start Times at Special Centers

The starting times and ending times for certified staff assigned to Iuka Learning Center and Sharon Learning Center shall be 20 minutes before school starts and 30 minutes after school ends.

ARTICLE VI.....STAFF RESIGNATIONS

A teacher submitting a resignation after May 15 of the teaching year may be released from the contract only after Board approval. Positions determined to be open, shall be posted on the cooperative web site and staff shall be notified via email. Open positions shall remain open and unfilled for a minimum three business days. Teachers submitting a resignation prior to January 1 of the employment year will receive \$500 for this early notice. Staff resigning after January 1 will not receive any compensation. This payment shall be entitled only to tenured teachers and be paid to the resigning teacher in the teacher's last payment from the cooperative.

ARTICLE VII.....TERMINATION OF EMPLOYMENT

In the event the employment of a teacher should be terminated as provided by law prior to the expiration of the school year, the salary shall be prorated as follows:

The total contracted salary shall be divided by the number of contracted days to determine the amount earned. The gross amount previously paid to the teacher will then be deducted from the amount earned. If the amount earned is greater than the gross amount previously paid to the teacher, then that difference less any deductions required by law or authorized by the teacher will be paid to the person terminated. Should the teacher have received more gross wages than he/she earned, the teacher shall reimburse that amount to the treasurer of the Cooperative.

ARTICLE VIII.....GRIEVANCE PROCEDURE

Purpose:

1. Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance, to discuss the matter informally with an appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of the negotiated items. The Association shall have the opportunity to be present and to state its views at any level in the grievance procedure.

A. Definition

1. A "grievance" shall mean a complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation or misapplication by the Board of a negotiated contract or Agreement, a Board policy, administrative regulation, or practice affecting conditions of employment, except that the term "grievance" shall not apply to any matter for which a method of review is prescribed by law, or by any rule or regulation of the State Board of Education having the force and effect of law.
2. Days shall mean business days unless otherwise indicated.

B. Adjustment of Grievance

Grievances of teachers shall be presented and adjusted in the following manner:

Step I

Any teacher may, either orally or in writing, present a grievance to the principal or his/her immediate supervisor of the school within fifteen (15) days following knowledge of the act or condition which is the basis of his/her complaint. At the conference, the teacher must appear personally and may be represented by a person(s) of his/her choice. The principal of the school

or other immediate supervisor will communicate his/her written grievance decision to the aggrieved teacher, Superintendent, if applicable, and to the Director of the Cooperative within five (5) days. Failure to render a grievance decision within 5 days allows an aggrieved teacher to move to step two.

Step II

If the grievance is not resolved at **Step I**, the aggrieved teacher may appeal to the Director of the Cooperative within seven (7) days after he/she has received the decision of the principal of the school or other immediate supervisor. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the teacher representative, if any. The Director of the Cooperative shall meet and confer with the aggrieved teacher on the grievance with a view to arriving at a mutually satisfactory solution to the complaint. The aggrieved teacher and his/her representative, if any, shall be given at least two (2) days notice of the conference and an opportunity to participate. The teacher may appear alone or he/she may be represented by a person(s) of his/her choice. Notice of the conference shall also be given to the person who rendered the decision at **Step I**. That person may be present at the conference to state his/her view. The Director of the Cooperative shall communicate his/her decision, in writing, together with supporting reasons, to the aggrieved teacher within seven (7) days after receiving the appeal. The person who rendered the decision at **Step I** shall also receive a copy of the decision at this step. Failure to render a grievance decision allows an aggrieved teacher to move to step three.

***Find Step II form in appendix

Step III

If the grievance is not resolved at **Step II**, the aggrieved teacher may appeal to the Board of Directors of the Cooperative, sitting in session with its advisors, within fifteen (15) days after he/she has received the decision of the Director of the Cooperative. The appeal for a review shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the teacher's representative, if any. Such review must be granted and scheduled at the next regularly scheduled Board of Director's meeting following the date of the request. The aggrieved and his/her representative shall be given five (5) days notice of the review and an opportunity to participate. The aggrieved may appear alone or he/she may have representative(s) of his/her choice. Notice of review shall be given to the persons who rendered the decision at **Step I** and **Step II**. Those persons may be present at the review to state their views. At the review, all materials germane to the grievance will be presented. An opportunity will be given for clarifications, questions, and answers. The Board will review the material presented to it and make a decision. The decision will represent the final position of the Cooperative. The board will have 31 calendar days to make final discussion.

***Find Step III form in appendix

ARTICLE IX.....COMPENSATION

A. Salary Schedule Placement

Each teacher shall be eligible for placement on the salary schedule in force at the time of his/her initial employment, contract renewal, or the schedule which shall be in effect at the commencement of employment.

At the time of employment, teachers who have licensure and teaching experience in Special Education will be given full credit for those years of experience. At the time of employment, teachers who have regular education licensure and experience will be given credit for ½ of those years of experience. Once the teacher with regular education licensure becomes fully licensed in Special Education, he/she will advance on the salary schedule to reflect his/her accurate years of service.

Teachers shall qualify for one step for each year of experience. Teachers will not be allowed to advance more than one vertical step per year except for those teachers acquiring full Special Education licensure as stated above.

On the salary schedule, each horizontal column shall represent an earned degree column or an intermediate column between earned degrees representing additional graduate credit semester hours not already counted in an earned degree. Twenty CEU points will be equal to one college credit. Placement on column will be according to the following:

1. Teachers shall be placed on the appropriate column based upon his/her highest degree. Unless a degree is obtained, only one horizontal column advancement per year will be allowed.
2. Teachers shall be placed on an intermediate horizontal column contingent upon the teacher having earned the additional number of hours required by that column. Additional hours must be toward a higher degree in education, applicable to the assigned field, or approved by the Director.
3. Teachers must provide documentation, either official or unofficial, to the SCKSEC office by September 1 to qualify for horizontal movement.

*The salary schedule placement article will take effect when the agreement is ratified for the 2009-2010 school year and will not affect current staff.

Use of Professional Development Points and Continuing Education Units

The board will allow approved professional development points to apply to movement on the salary schedule under the following guidelines:

1. PDC points shall not be applicable to movement from the BS columns into the MS columns. PDC points cannot be used for movement from the BS + 0 column. Movement into the MS column requires a master's degree.
2. Unless a degree is obtained, only one column advancement per year will be allowed.
3. Up to one-half of the required college credit hours for movement on the salary schedule may be replaced by PDC points with 20 PDC **points/CEUs equaling one college credit.**
4. **Speech Language Pathologists may use CEU's for movement on the salary schedule.**

SALARY SCHEDULE 2009-2010

Step	BS	BS +12	BS +24	MS	MS +12	MS + 24	MS +32	MS+45/SP
1	31,360	31,810	32,260	33,285	33,760	34,235	34,710	35,185
2	31,835	32,285	32,735	33,760	34,235	34,710	35,185	35,660
3	32,310	32,760	33,210	34,235	34,710	35,185	35,660	36,135
4	32,785	33,235	33,685	34,710	35,185	35,660	36,135	36,610
5	33,260	33,710	34,160	35,185	35,660	36,135	36,610	37,085
6	33,735	34,185	34,635	35,660	36,135	36,610	37,085	37,560
7	34,210	34,660	35,110	36,135	36,610	37,085	37,560	38,035
8	34,685	35,135	35,585	36,610	37,085	37,560	38,035	38,510
9		35,610	36,060	37,085	37,560	38,035	38,510	38,985
10		36,285	36,735	37,760	38,235	38,710	39,185	39,660
11		36,960	37,210	38,235	38,710	39,185	39,660	40,135
12			37,685	38,710	39,185	39,660	40,135	40,610
13			38,160	39,185	39,660	40,135	40,610	41,085
14			38,635	39,660	40,135	40,610	41,085	41,560
15			39,710	40,735	41,210	41,685	42,160	42,635
16			40,185	41,210	41,685	42,160	42,635	43,110
17			40,860	41,685	42,160	42,635	43,110	43,585
18				42,160	42,635	43,110	43,585	44,060
19				42,635	43,110	43,585	44,060	44,535
20				43,960	44,235	44,710	45,185	45,660
21					44,910	45,185	45,660	46,135
22						45,860	46,135	46,610
23							46,610	47,085
24							47,285	47,760

DEFINED BENEFIT:

In addition to the above salary schedule, the Board of Director's shall contribute a defined benefit for each teacher selecting to participate in the Cooperative's approved group health insurance plan. The defined monthly benefit shall be the cost of single membership in the health insurance group, or a maximum of \$338.00 per month with \$1500 deductible for each of the participants. This benefit may only be used for the approved health insurance plan.

B. Duty Days

The exact number of days for teachers shall be determined by assigning each teacher to a USD schedule and adding one day for an SCKSEC in-service day (usually held prior to duty days of the assigned USD). Each SCKSEC teacher will be expected to follow the calendar of their assigned district.

C. Extended Contracts

Professional staff needing additional days as part of their contract (as determined by the administration) shall be paid a salary calculated by dividing their salary by 187 days multiplied by the number of additional days. The calculation does not apply to extended school year special education services.

Extended days for licensed staff shall be authorized by the Board, based on recommendation of the Director. Licensed staff may request additional days by written application to the Director prior to August 1, except in unforeseeable situations. The Board will review continuation of the additional days annually.

The psychologists will be contracted for the number of days of their assigned district (referred to in section B) plus no more than 15 days.

D. Pay Day

Each teacher shall be paid as provided by law on or before the 20th day of each month. The SCKSEC administration shall provide to each employee, a list of projected payroll dates for the fiscal year. If the 20th day of the month falls on a weekend or holiday, teachers shall be paid on the last preceding workday.

E. Additional Duty Assignment

The Board of Directors shall retain the right of assignment of a teacher to any position within the parameters of the contract or for which the teacher is certified by the State Department of Education. In the event that a position remains or becomes vacant during the school term and it therefore becomes necessary for the Board to assign a teacher additional duties to provide required services to children because of that vacancy, the Board will pay the teacher for the services. Such compensation agreement shall be recommended by the Director and approved by the teacher and the Board prior to commencement of services.

Teachers who are assigned to teach in special day school settings (specifically Iuka or Sharon) may not receive a scheduled planning time, therefore, these full-time teachers will receive an additional \$1,200 per year for teaching at these attendance centers. Visual Impaired instructors and Hearing Impaired teachers will receive the same \$1,200 additional compensation. Speech Language Pathologists will receive \$1,700 additional compensation.

Supervisors and coordinators will be compensated an additional \$12.00 for each day.

Psychologists will be compensated at 10% of their base (minus experience) plus the additional days as needed.

F. Payment for Unused Sick Leave

Teachers shall be paid for all sick leave days that remain accumulated over sixty (60) days at the end of any contract year. Rate of pay for these days shall be \$20.00 per day. Any partial days shall be dropped and not paid for unless such partial day exceeds one-half a day. Payment for such partial days shall be at the rate of \$10.00. Payment for sick leave days shall be made as soon as possible after the teacher completes his or her contracted school year

G. Critical Shortage Reimbursement

SCKSEC recognizes that there is a critical shortage of qualified applicants for all special education positions. The cooperative will provide college hour reimbursement for any teacher working towards a provisional license in special education. No college hour reimbursement will be provided toward licensure beyond a provisional.

1. To be eligible for reimbursement an employee must have an SCKSEC approved plan through a university.
2. Reimbursement will be made once the teacher presents a receipt for tuition and report of grades (must be a "B" or better) or pass in a pass/fail grade.
3. Graduate hours will be reimbursed up to \$150 per credit hour.
4. Obtain a license and be assigned to the area of critical shortage positions. If the individuals do not obtain the licensing or fulfill the terms in this agreement; all monies will be paid back to SCKSEC.
5. For every \$900.00 paid towards an individual teacher's provisional license, the educator owes SCKSEC one (1) year beyond the provisional license in special education. Commitment for the years owed SCKSEC begins after the provisional license has been issued.
6. If a teacher is terminated or RIF'd from SCKSEC, he/she will not be required to reimburse the cooperative for any monies received under the Critical Shortage Reimbursement clause.

When a position is mandated by the state or deemed necessary by the director, SCKSEC will reimburse the teacher as outlined in Article 9, Section G. SCKSEC will reimburse for up to those need for full licensure.

H. Pay for full License or Certification

The Board intends to reward those teachers with full or complete licenses on file with the state department of education. Teachers who have a conditional, an initial, or a professional license to teach Special Education will receive \$300 added to their annual salary. Provisional and/or waiver endorsements are not eligible for the \$300.

I. Longevity Pay

Teachers will be given \$100 for each year of service that exceeds 20 years of service with the cooperative. Years of service with other districts or cooperatives will not count towards this

longevity entitlement. For example, if an employee covered by this agreement has 23 years of experience with the cooperative, the employee will receive an additional \$300 in their salary (3 x \$100=\$300). This longevity entitlement will be added to the employee's salary each year after twenty years of service.

J. **EARLY RETIREMENT**

1. Eligibility Requirements for Early Retirement Benefits

- a. A licensed teacher who has served at least 10 consecutive years of service in the cooperative. The ten years must be in the last ten years.
- b. Is retired under the Kansas Public Employees Retirement System.
- c. An employee may apply for early retirement by submitting a written request to the Director's office on or before the teachers' statutory notice date preceding the anticipated retirement date. Should extenuating circumstances occur, the notification date may be waived by the Director. The request shall include:
 1. A declaration of intent to retire.
 2. The anticipated date of retirement.
- d. Early retirement benefits will be provided by the cooperative from the time of early retirement not to exceed 10 years. In no case shall benefits be provided after the participant is eligible for Medicare and/or Medicaid health insurance.

2. Early Retirement Compensation

- a. The eligible teacher will be compensated a one-time payment of \$50 for each unused sick leave day and personal days. The maximum one-time payment will not exceed \$3,950 and will be paid to the employee in the June paycheck following retirement.
- b. The defined benefit for health insurance to retirees shall be the amount specified in the employee's last contract of employment.
- c. To receive the health insurance defined benefit the employee must have enrolled in the cooperative health plan for at least the last two years of employment. Teachers who have not been enrolled in the cooperative's health plan for the last two years may join the health plan upon retirement by paying the entire premium.

K. **Retirement Benefit** (for those not retiring early)

Teachers with 20 years of experience and Medicare eligible that retire from the cooperative will be compensated a one-time payment of \$50 for each unused sick leave day and personal days. The maximum one-time payment could be \$3,950 and will be paid to the employee in either the June or July payment following retirement.

ARTICLE X.....SALARY REDUCTION

The Cooperative shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1984, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for Salary Reduction. Items by which the employee may reduce his/her contract are included in the Board approved 125 plan document.

A plan participant will be allowed to change health care insurance status if the change is due to a change in family status (e.g.: marriage, divorce, death of spouse or child, or birth or adoption of child).

ARTICLE XI.....PROFESSIONAL RIGHTS

A. Personnel Files

1. Right of access and rebuttal-The teacher's personnel file shall be open for inspection at the request of the teacher. The teacher shall have the right to file a written response to any material in the personnel file. Such response shall be attached to the material being responded to, shall be dated and shall be signed by the teacher.
2. Right to copy materials in file-The teacher shall have the right to copy any material in his or her personnel file but shall not have the right to remove the material from the general area where personnel files are stored for the purpose of copying. If copying equipment owned by the Board is used, the teacher shall pay the fixed rate for copying any materials in his/her file.
3. Materials to which rights are waived-Any materials in a teacher's personnel file, to which the teacher has waived his/her right to inspect, shall be removed prior to the teacher's inspection of materials in his/her personnel file.

ARTICLE XII.....CAR ALLOWANCE

A. Compensation

When, in the performance of their duties, teachers are required by the Cooperative to travel, mileage will be paid at the current rate allowed by the state of Kansas. The state rate will begin July 1st and remain until the end of the fiscal year with no increases or decreases until June 30th of the following year. Compensation will start with departure from their established base of operation as established by the director.

B. Date of Payment

Teachers who have turned in vouchers for mileage compensation before the third (3rd) day of each month shall receive compensation no later than seven (7) days following the date the Board meets.

ARTICLE XIII.....PAYROLL DEDUCTION OF ASSOCIATION DUES

The Board shall transmit to the Association the total monthly deduction for the national, state, & local TASK KNEA dues within ten (10) school days following each regular period with a listing of the employees for whom the deduction was made.

ARTICLE XIV.....TEACHER EVALUATION

1. Evaluation shall be conducted in compliance with K.S.A. 72-9003, which includes:
 - (a) All first and second year employees shall be evaluated at least two times each year. The first evaluation is to be completed prior to the 60th school day of the first semester, the second prior to the 60th school day of the second semester.
 - (b) All third and fourth year employees shall be evaluated at least one time each year, and the evaluation is to be completed prior to February 15th of the school year.
 - (c) Employees with four or more years of employment shall be evaluated at least once every three years but no later than February 15th of the school year in which the employee is evaluated.
2. SCKSEC administration will assign an evaluation administrator to each employee. This assignment may be subject to change, but generally the building administrator will be the evaluator.
3. Persons to be evaluated should participate in their evaluations, and shall be afforded the opportunity for self-evaluation. This opportunity shall be documented on the evaluation instrument.
4. Evaluation shall be based on information gained from at least one classroom or on the job observation and can include information from other sources. The evaluation shall be documented on the SCKSEC board approved evaluation instrument either prior to the evaluation conference or during the evaluation conference.
5. The evaluator will discuss the results of the evaluation with the employee in a scheduled evaluation conference.
6. Teacher or evaluator may request an additional evaluation by the SCKSEC administration.
7. Employee ratings of acceptable and unacceptable shall be interpreted with the following guidelines:
 - (a) Acceptable: Performance areas that are average to above average. Some indicators may need improvement, however, they may not necessarily constitute a rating of unacceptable. Acceptable ratings do not prohibit an evaluator from writing a narrative on superior or competent attributes or areas that could benefit from improvement.

(b) Unacceptable: Performance areas that are below average and are significant to warrant a plan of improvement. An unacceptable rating will usually have several indicators that need improvement. If an unacceptable rating has only one indicator cited as needing improvement, the evaluator must explain its significance. Unacceptable ratings must be accompanied with an improvement plan.

8. In all cases where unacceptable performance is identified, the evaluation conference will be followed in not less than two (2) nor more than four (4) weeks, by a written follow-up report by the evaluator regarding progress or lack thereof in correcting the deficiency.
9. If an employee feels that an evaluation is incomplete, inaccurate, or unfair, he/she may request a review by the SCKSEC Board of Directors. This request must be made in writing not later than two (2) weeks after the evaluation conference.
10. All completed evaluation reports shall be kept on file in the SCKSEC Administration Office for a period of not less than three years from the date each evaluation is made. This file shall be open to the inspection of the employee at all times.
11. Completed evaluations shall be available to all agents identified as having that right as stated by Kansas Statutes (K.S.A. 72-9005)
12. The evaluation report will be distributed to the staff member, the evaluating administrator and the SCKSEC Administrative Office.
13. Each school year a committee shall be named to review and recommend any necessary changes in the SCKSEC Personnel Evaluation Policy.

Article XV-Reduction in Teaching Staff

A. Determination

It shall be the sole right of the Board of Directors of SCKSEC to determine when a reduction in staff is necessary. Basic reasons for reduction of staff could be attributed to factors such as loss of financial support, declining enrollment, changed regulations or reduced budget.

B. Criteria

If in the opinion of the Board of Directors it is necessary to reduce staff the following criteria will be considered in rank order:

- 1) the greatest possible reduction of the teaching staff shall be accomplished through attrition.
- 2) teachers who have waivers for licensure but do not have due process rights.
- 3) teachers who have a provisional for licensure but do not have due process rights.
- 4) all other teachers without due process.
- 5) performance appraisal as documented by the teachers' two most recent evaluations.
- 6) length of full time continuous service to SCKSEC.

No teacher shall be RIF'd as a result of race, creed, color, religion, age, national origin, sex, domicile, and marital status, membership in Association or participation in the negotiations process.

C. Recall

If a teacher qualifies for a vacancy within three years from when the teacher was non-renewed as a result of reduction in staff, the teacher shall be notified of the vacancy and shall be allowed to apply for such position. Such notification shall be made by a mailing to the last named address on file at the SCKSEC office. It shall be the teacher's responsibility to keep the SCKSEC office informed of his/her current address. If a response is not received within ten (10) business days after notification, the offer for application shall be voided.

If a teacher is reelected to a position after having been RIF'd, he/she shall retain former benefits accrued prior to the time of non-renewal except that such benefits will not be restored if reemployment occurs after the third (3rd) year from non-renewal.

ARTICLE XVI.....RATIFICATION OF THE AGREEMENT

The Board of Directors of South Central Kansas Special Education Cooperative and the Association, duly recognized representative organization of the teachers employed in the Cooperative, hereby agree to the conditions stated in this document and certify that the agreement has been duly ratified by the body we represent.

President of TASK NEA

Date

President of the Board of SCKSEC Directors

Date

Attested by:

Secretary/Treasurer of TASK NEA

Date

Clerk of the Board of SCKSEC

Date

Grievance Report Form

Aggrieved Person(s): _____

Informal Resolution Date: _____
 Date the Principal/Director was informed of Grievance: _____
 Date the Principal/Director met with the Aggrieved Person(s): _____

Formal Resolution Dates:
 Date Step Two Grievance was filed: _____

Initials of Aggrieved _____
 Initials of the Principal or Director _____
 Initials of a Grievance Committee Member _____
 Name of representative _____
 (Above initials are for joint verification of the dates of the filing of the grievance.)

A. Date or dates the grievance occurred: _____

B. Check the area(s) which the violation has occurred:

- _____ Negotiated Agreement _____ Written Contract
- _____ Administrative Regulation _____ Practice Affecting Conditions of Employment
- _____ Board Policy

C. On a separate sheet of paper, please state the facts upon which the grievance is based. What specifically transpired to make the aggrieved person(s) feel a violation has occurred?

D. On a separate sheet of paper, describe any action that has been taken to resolve the grievance.

E. On a separate sheet of paper, describe what the aggrieved person(s) wants for a remedy to the situation.

Signature of Aggrieved Person(s)

_____ Date _____

_____ Date _____

_____ Date _____

Step 2

To be completed by the Director of the Cooperative within seven business days after receiving notice to appeal the decision made at Step 1.

Recommendation to resolve the complaint:

Signature of the Director

_____ Date _____

The following signatures indicate that the aggrieved person(s) and the SCKSEC administration have been seen the completed document and all of its attachments. Signatures do not mean all parties are in agreement with the contents:

Signature of the Aggrieved Persons

_____ Date _____

_____ Date _____

_____ Date _____

Signature of the Director

_____ Date _____

Step 3

Grievance Report Form

Aggrieved Person(s): _____

Formal Resolution Dates:

Date Step Three Grievance was filed: _____

Initials of Aggrieved _____

Initials of the Director _____

(Above initials are for joint verification of the dates of the filing of the grievance.)

Please attach all documentation from step two to this form to be forwarded by the Director of SCKSEC to the Board of Directors.

Within 31 business days, the Board of Directors will provide a written response to the grievance.