

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, 2008 through June 30, 2009

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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., **or teachers employed to work in the Pre-K Pilot Grant Project for 2007-08.** 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 the agreement has been ratified by both parties. 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, 2008 and ending on June 30, 2009.

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

A. Inservice Council

Inservice programs shall be scheduled and planned by a South Central Kansas Special Education Cooperative Inservice Council. The council shall be composed of certified representatives as described in the state approved professional development plan.

B. Inservice Days and Attendance

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

C. Inservice Defined

Inservice 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. Staff Meetings

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

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.

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 luka 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

It is the declared objective of the parties to encourage the prompt and informal resolution of teacher complaints as they arise and to provide recourse to orderly procedure for the satisfactory adjustment of complaints.

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, or State statute, 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 calendar 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 any person(s) of his/her choice. The principal of the school or other immediate supervisor will communicate his decision, in writing, to the aggrieved teacher and to the Director of the Cooperative within five (5) days.

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 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.

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.

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 or contract renewal, or the schedule which shall be in effect at the commencement of employment. At the time of employment, each teacher may be given credit for up to five years of experience. Such teachers who have additional years of experience may be given credit for those additional years of experience as mutually agreed with the Director. However, no such teacher shall be placed on the schedule at a level which qualifies him/her for compensation greater than those teachers presently employed and who have equal experience and educational qualifications. Teachers shall qualify for one step for each year of experience

and shall advance to the next higher step for each subsequent year or major fraction thereof. Nothing in this Agreement shall make teachers eligible for years of experience not currently used for placement on the salary schedule, or years which may have not been considered when original employment was contracted, and/or years which may have been lost as the result of changing from salary schedule to another in previous years. Teachers will not be allowed to advance more than one vertical step per year.

On the salary schedule, each vertical 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 if he or she has earned the degree that column requires. *Unless a degree is obtained, only one column advancement per year will be allowed.*
2. Teachers shall be placed on an intermediate 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.

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 2008-09

DEFINED BENEFIT:

	\$31,81		\$33,28		\$34,23		
\$31,360	0	\$32,260	5	\$33,760	5	\$34,710	\$35,185
	\$32,28		\$33,76		\$34,71		
\$31,835	5	\$32,735	0	\$34,235	0	\$35,185	\$35,660
	\$32,76		\$34,23		\$35,18		
\$32,310	0	\$33,210	5	\$34,710	5	\$35,660	\$36,135
	\$33,23		\$34,71		\$35,66		
\$32,785	5	\$33,685	0	\$35,185	0	\$36,135	\$36,610
	\$33,71		\$35,18		\$36,13		
\$33,260	0	\$34,160	5	\$35,660	5	\$36,610	\$37,085
	\$34,18		\$35,66		\$36,61		
\$33,735	5	\$34,635	0	\$36,135	0	\$37,085	\$37,560
	\$34,66		\$36,13		\$37,08		
\$34,210	0	\$35,110	5	\$36,610	5	\$37,560	\$38,035
	\$35,13		\$36,61		\$37,56		
\$34,685	5	\$35,585	0	\$37,085	0	\$38,035	\$38,510
	\$35,61		\$37,08		\$38,03		
	0	\$36,060	5	\$37,560	5	\$38,510	\$38,985
	\$36,28		\$37,76		\$38,71		
	5	\$36,735	0	\$38,235	0	\$39,185	\$39,660
	\$36,76		\$38,23		\$39,18		
	0	\$37,210	5	\$38,710	5	\$39,660	\$40,135
			\$38,71		\$39,66		
		\$37,685	0	\$39,185	0	\$40,135	\$40,610
			\$39,18		\$40,13		
		\$38,160	5	\$39,660	5	\$40,610	\$41,085
			\$39,66		\$40,61		
		\$38,635	0	\$40,135	0	\$41,085	\$41,560
			\$40,73		\$41,68		
		\$39,710	5	\$41,210	5	\$42,160	\$42,635
			\$41,21		\$42,16		
		\$40,185	0	\$41,685	0	\$42,635	\$43,110
			\$41,68		\$42,63		
		\$40,660	5	\$42,160	5	\$43,110	\$43,585
			\$42,16		\$43,11		
			0	\$42,635	0	\$43,585	\$44,060
			\$42,63		\$43,58		
			5	\$43,110	5	\$44,060	\$44,535
			\$43,76		\$44,71		
			0	\$44,235	0	\$45,185	\$45,660
					\$45,18		
				\$44,710	5	\$45,660	\$46,135
					\$45,66		
					0	\$46,135	\$46,610
						\$46,610	\$47,085
						\$47,085	\$47,560

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 inservice 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 times the number of additional days. This calculation does not apply to extended school year special education services.

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. 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 luka 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.

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

A reimbursement of tuition may be paid when the position has been formally designated by the SCKSEC Board of Directors as one in which there is a critically short supply of qualified potential applicants. The amount and duration of any such bonus will be determined by the SCKSEC Board of Directors. The Board will annually review any area previously designated as one in which there is a critically short supply to determine if the designation continues to be appropriate.

Agreements for years of service will be agreed upon yearly and are based on these expenditures:

\$600 to \$1200 one year of service beyond the current year.

\$1,201 to \$2,500-two years of service beyond the current year.

\$2,501 to \$3,500 - three years of service beyond the current year.

\$3,501 to \$4,500 - four years of service beyond the current year.

\$4,501 to \$5,500- five years of service beyond the current year.

1. To be eligible for reimbursement an employee must have an SCKSEC approved plan through a university.
2. Reimbursement for certified staff under contract, after presenting a receipt for tuition, and report of grades (must be a "B" or better) or a 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. *****to be drawn up by an attorney addressing the penalty to be assessed for not completing years of service*****

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 fully licensed or fully certified for the position in which they serve students will receive \$300.00 added to their annual salary. Provisional and/or waiver endorsements are not considered fully licensed.

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

Professionals addressed by this agreement have two benefits available upon early retirement. One is the option of receiving a defined benefit for the health insurance. The second is a cash payment based on sick leave days accumulated upon retirement.

A. ELIGIBILITY FOR EARLY RETIREMENT BENEFITS

1. A certified teacher who has served at least 10 consecutive years of service in the cooperative. The ten years must be the last ten years of employment.
2. Meets the Kansas Public Employees Retirement System early retirement requirement.
3. An employee may apply for early retirement by submitting a written request to the director's office on or before May 10 preceding the anticipated retirement date. Should extenuating circumstances occur, the May 10 notification date may be waived by the director. The request shall include:
 - a. A declaration of intent to retire.
 - b. The anticipated date of retirement.
4. 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.

B. EARLY RETIREMENT COMPENSATION

1. 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 could be \$3,950 and will be paid to the employee in either the June or July payment following retirement.
2. 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.

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 of 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 Internal Revenue Service (IRS). Federal 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

In the event of a necessary reduction in staff or change in program, attempts will be made, when possible, to reassign teachers in order to avoid non renewal or to achieve reduction by normal attrition such as retirement or resignation. If in the opinion of the Board of Directors non-renewal is the only avenue of staff reduction, all the following shall be considered:

1. Performance appraisal as documented by teacher evaluations.
2. Teacher qualification as evidenced by courses completed in the teaching field to which the teacher is presently assigned and courses related to permanent certification.
3. Length of full time continuous service to the district.
4. No teacher shall be RIF'd as a result of race, creed, color, religion, age, national origin, sex, domicile, marital status, membership in the 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. If a response is not received within ten (10) 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 fifth (5th) 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