

Agreement

between

Butler County Special Education
Association-NEA

and

Butler County Special Education
Interlocal Board of Education

Interlocal No. 638
Butler County
State of Kansas
July 1, 2019 - June 30, 2020



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Butler County Interlocal No. 638

DATES/DEADLINES TO NOTE

September 1	Submit Section 125 Plan Forms
September 1	Submit Benefits Election & Payroll Deduction Forms
September 1	Deadline to Declare Intent to Take Health Insurance Benefit
September 1	Submit Transcripts for Salary Placement
September 1	List Due from NEA for Payroll Deductions
September 1	Notice for Adjustment in Separate Annuities Deductions
January 2	First Deadline for Notice to Receive Reverse Liquidated Damages
January 31	Notice for Adjustment in Payroll Deductions for Annuities
March 15	Deadline for Notice of Early Retirement
March 15	Second Deadline for Notice to Receive Reverse Liquidated Damages
March 15	Deadline for Applications for Longevity Benefit Payment
April 1	Deadline to Request Leave of Absence
April 1	Deadline to Request Lump Sum Payment of Summer Checks
May -	Notice from Interlocal of Intent to Non-Renew Contracts (the 2 nd Friday in May)
May -	Deadline for Notification of Resignation (14 days after the 2 nd Friday in May)
May 1	Deadline for Notification of Reduction of Contractual Days
May 1	Notice of Intent for Horizontal Salary Schedule Advancement
May 1	Notification of Reduction in Extra Days
May 22	Summer Check Information/Summer Address (<i>due last contract day</i>)
June 1	Application/Changes for Direct Deposit for Summer
June 1-30	\$500 Liquidated Damages
July 1-31	\$750 Liquidated Damages
August 1-	4% of the teachers's contracted salary for resignation received on or after August 1 and prior to the completion of the contract term. Any release from contract received on or after Aug 1 is further conditioned upon the Board hiring a qualified and licensed replacement.

PREAMBLE

Agreement by and between the Board of Directors of the Butler County Special Education Interlocal #638 hereinafter referred to as the "Board," and the Butler County Special Education Association-NEA hereinafter referred to as the "Association".

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.

This agreement shall become effective July 1, 2019 and may not be altered, changed, added to, deleted from, or modified except through the voluntary mutual consent of the parties in written and signed amendment to this agreement.

This agreement shall continue in full force and effect until June 30, 2020. Any ARTICLE may be re-opened at any time for negotiation if it is mutually agreed upon by both parties.

Date ratified by Association 7/22/19

Date ratified by Board 7/22/19

Nancy J. Thomas
Butler County Special
Education Association-NEA

Berky Swope
Butler County Special Education
Interlocal Board President

Larry McManaman
Butler County Special
Education Association-NEA
Team Member

Pamela J. Patterson
Clerk of the Board
Butler County Special Education

DEFINITIONS

- A. ADMINISTRATORS/DIRECTOR OF SPECIAL EDUCATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certification and Teacher Education Regulations.
- B. AGGRIEVED PERSON: The person making the complaint.
- C. ASSOCIATION: Butler County-NEA, affiliated with the Kansas-National Education Association and the National Education Association.
- D. BOARD: The Board of Education of Interlocal No. 638 Butler County, Kansas.
- E. DAYS: Except when otherwise indicated, days shall mean working school days.
- F. DISTRICT: Butler County Special Education Interlocal No. 638, provider of Special Education services.
- G. GRIEVANCE: A complaint by a teacher based on an alleged violation, misinterpretation, or misapplication of this negotiated agreement. A complaint may be made by the Association relative to article 12.
- H. K-NEA: Kansas-National Education Association
- I. NEA: National Education Association
- J. PARTY IN INTEREST: The person making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

- K. DIRECTOR: Director of Butler County Special Education Interlocal No. 638, Butler County, Kansas.
- L. TEACHER/EMPLOYEE: All certificated employees except administrators employed by the Board of Education. Teacher or employee may be used interchangeably.
- M. ITINERANT TEACHER: Any teacher who teaches in more than one attendance center.
- N. PRONOUNS: Masculine pronouns used in this agreement refer to both sexes.

ARTICLE 1, RECOGNITION

- A. The Butler County Special Education Interlocal Board exclusively recognizes the Butler County Special Education Association-NEA, affiliated with the Kansas National Education Association and the National Education Association, for the purposes of professional negotiations under, (K.S.A. 72-2218) et. Seq. The bargaining unit shall include all persons employed by the Board in a position requiring a certificate/license issued by the State Board of Education or employed in a professional, educational, or institutional capacity by the Board, but shall not include any such person who is an administrative employee, occupational therapist, physical therapist, nurse, KPERS retiree or substitute teacher.

ARTICLE 2, GENERAL PROVISIONS

- A. Savings Clause

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees 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.

B. Reproduction of Agreement

Reproduction of this Agreement titled "Professional Agreement Between Board and Association" shall be made available to all teachers on the Interlocal website within 30 days after ratification and signing of the agreement by both parties.

C. Management Rights

It is expressly understood and agreed that all functions, rights, powers, and authority of the administration of the Interlocal and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 3, COMPENSATIONS AND BENEFITS

A. Placement on Column

At the time of employment, each teacher shall be placed on the column representing the last earned degree and additional semester hours not already counted in an earned degree. Movement shall be limited to no more than two vertical steps and/or two columnar movements in the same contract year. On the Teachers' Salary Schedule, ARTICLE 16, each vertical column shall represent an earned degree from an accredited institution of higher learning or an intermediate track between earned

degrees representing additional earned credit for semester hours earned after the granting of the last earned degree. To be eligible for a degree track, the teacher must have earned the degree that track specifies.

His placement on an intermediate track higher than the degree track to which he is entitled is contingent upon his having earned the additional number of semester hours, which that track specifies, or their equivalent in quarter hours prior to September 1. Such additional hours must have been earned after the date of the teacher's last degree, and must be in the teacher's teaching field. If hours are not in the teacher's field, Board approval is necessary. No more than six hours of undergraduate credit may be used for advancement on the salary schedule by an individual teacher.

If a teacher desires to work on an advanced degree that is not in his teaching field, he must enter into a written agreement with the Board prior to beginning work on the degree in order to insure that the work will be used for placement on the salary schedule. Approved professional development points may be used for advancement on the salary schedule under the following conditions:

- the teacher has an approved Individual Development Plan on file with the Professional Development Council and
- 20 inservice points will be equal to one college hour, and
- only one-fourth of the college hours needed to move to the next salary schedule column can be from professional development points.

Each teacher, upon reaching the MS/BS+40 column, shall declare to follow the MS+ track or the BS+ track before moving to the next horizontal step on the salary schedule. Once declared, the track will not be changed without a written request and approval of the Board of Education.

B. Placement on Step

Placement for a teacher new to the Interlocal or returning after an absence from the Interlocal shall not be credited with more than 20 years of prior teaching experience. The Board shall have the right to allow one step more than the actual number of years of teaching experience. The teacher qualifies for one higher step for each year of teaching experience under a contract with the Interlocal as provided on the salary schedule. Placement of teachers new to the Interlocal will be made with no loss of experience if transferring from within the cooperating Districts. Annual experience shall be defined as teaching experience from a Pre-K to Grade 12 accredited public or private school.

C. Car Allowance

When teachers are assigned to teach in more than one attendance center during the school day, they will receive a travel allowance for the assigned commuting between attendance centers. Teachers shall be reimbursed at the rate set by the IRS. An Interlocal mileage sheet must be used in claiming mileage.

D. Method of Payment

1. Pay Periods: Each employee shall be paid in 12 equal installments on or before the 15th of each month. Payment shall be either via direct deposit or Payroll Card.

2. Exceptions: (a) when a pay date falls on a banking holiday or during an Interlocal-wide holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous weekday. (b) The June, July, and August pay checks will be paid on or before June 30, provided the teacher requests payment in writing no later than April 1, and upon completion of all the teacher's contractual obligations and subject to availability of state funds. The request for early payment shall continue from year-to-year unless revoked in writing by the teacher. For the purposes of the Kansas Public Employee's Retirement System, the Board shall make the appropriate teacher contribution deduction as required by Kansas law.
3. Formula for Dock in Pay: Whenever a teacher must be docked a day's pay or a portion thereof, the formula used shall be $1/187.5$ of the teacher's yearly pay rate.
4. Extended Contract Pay: Teachers contracted for more than 187.5 days shall be paid $1/187.5$ of the teacher's salary schedule amount (excluding extra duty, supplemental salary, fringe benefits, and including salary schedule, longevity payment, and career pay each year beyond MS+45, Step 20) for each contract day over 187.5 days except as provided in ARTICLE 10, Duty Year C.
5. Teachers new to the Interlocal may, upon request, receive an advancement on September 1 of any portion up to half of their first month's salary.

E. Fringe Benefits

1. The Interlocal shall participate in an optional Cafeteria 125 Plan as described in ARTICLE 16, COMPENSATION SCHEDULE.
2. (a) The Board will pay, in addition to salary, a fringe benefit for full-time certified teachers in the amount of \$514.02 per month or the cost of the lowest cost employee-only insurance plan, whichever is less, to be applied to the cost of the Interlocal's group health insurance plan. The benefit amount shall be applied to the group health benefit and carrier as recommended by the Interlocal Insurance Committee and selected by the Board. The fringe benefit amount shall be applied to the purchase of the Interlocal group health plan and may not be taken as cash or any other benefit. The board portion for the health insurance fringe benefit will start the month prior to the beginning of coverage. Upon retirement or completion of the contract, the board will complete payments for the health plan fringe to ensure coverage through August 31. Upon termination or nonrenewal of the teacher's contract of employment for any reason, all Board payments of fringe benefits shall terminate on the date employment with the Interlocal ceases. Part-time employees shall receive a proportion of this benefit prorated to the amount of contract time. For the purpose of this clause, 187.5 days at 1.0 FTE will be considered full time.

(b) Staff members must declare by August 15 or at the time of initial employment that they intend to take advantage of this benefit.

3. The board will pay, in addition to salary, a fringe benefit for certified teachers in the amount of \$100 per year to be applied toward the membership cost of the YMCA.

F. Insurance Committee

The Insurance Committee's Responsibilities and Powers are:

1. The committee shall annually, to review insurance programs currently offered by the Interlocal.
2. The committee may make recommendations to the Board, excluding the negotiable aspects of coverage (amount of life insurance, monthly amount of disability coverage, and the amount paid by the Board for the employee).
3. The committee shall select its chairperson.
4. The committee shall make a recommendation to the Board.
- . The committee will have the following membership:

2 administrators

4 teachers selected by the Association's Executive Board

F. Board Paid Benefits

The Interlocal shall pay the cost of Board-required physicals requested after the initial employment requirements. This provision shall not apply to physicals required or requested as a result of any workers compensation claim.

G. Longevity Benefit

Any teacher, who decides to retire beginning at age 55 and has taught in the Interlocal and/or (previously Butler County Special

Education Coop) for at least 15 years or has had at least 30 years of service in the Interlocal, shall be eligible for a one-time longevity payment. The amount of the benefit shall be equal to the number of years of in-Interlocal teaching experience times \$50 per year. Additionally, the teacher shall be paid \$50 per day for unused sick leave. Beginning with the 1988-89 school term, sick leave will accumulate with no ceiling for the purposes of longevity benefits only. This provision shall not apply to any teacher new to USD 490 or Interlocal after the 2006-07 school year.

To be eligible for the longevity benefit payment, applications must be submitted to the Director no later than March 15. The longevity benefit will be paid on June 20th of the school year in which the teacher retires.

Any teacher who elects to retire early through the longevity benefit may, at the teacher's expense, continue with the Interlocal health insurance program until the teacher reaches age 65 in accordance with the retiree insurance provisions of Paragraph I. Premiums are to be paid to the Interlocal at least 30 days in advance of the time that the Interlocal must make payment to either insurance vendor. It is further agreed that neither the Interlocal, its Board members, administrative staff, nor the Association will be liable for any clerical errors in failing to forward such premiums to either insurance vendor. Any teacher who elects to take a longevity benefit will not be eligible for the early retirement benefit.

*Exceptions to the required notification date may be made due to unexpected illness or other extenuating circumstances. Exceptions will be determined on an individual basis by the Board of Education.

H. Early Retirement

The Interlocal will honor the El Dorado (USD 490) Early Retirement Plan as referenced in the appendix of this agreement but the parties agree that such plan is not a part of this agreement and is subject to change or termination by the Board. Should the Board decide to change or terminate the Early Retirement Plan, notification will be given to the Association and Certified Staff by January 15. Any change or termination of the Early Retirement Plan shall be effective at the end of the school year during which the notification was received by the Association and Certified Staff. Any changes or termination of the Early Retirement Plan will not affect those teachers who are already retired.

To be eligible for the Early Retirement incentive program, an application must be submitted to the Director no later than March 15. The Early Retirement Plan is available only to Interlocal certified staff employed by USD 490 prior to January 1, 2008. Early retirement benefits are not available to or for any former USD 490 or Butler County Special Education Coop employee first employed by the district (USD 490) on or after January 1, 2008.

I. Retiree Insurance

Retired employees and their dependents shall be entitled to continued coverage under the Interlocal-sponsored group health insurance program, provided the retired employee makes written application with the Clerk of the Interlocal Board for such continued coverage within 30 days following the retirement of the employee. Retired employees electing continued coverage shall be required to make the monthly premium

payment for such continued coverage in advance of the due date of the premium to the carrier. The premium amount will be determined by the carrier. Such payment shall be made to the Board of Education or directly to the insurance carrier, as may be determined by the Board. The coverage under the group healthcare benefits will cease at such time as (1) the retired employee attains the age of 65 years of age, (2) the retired employee fails to make the required premium payments on a timely basis, or (3) the retired employee becomes covered or is eligible to be covered under a group plan of another employer.

J. Disability Benefits

Any teacher may continue in the group medical insurance program if he is disabled prior to 65. Premiums are to be paid to the Interlocal at least 30 days in advance of the time that the Interlocal must make payment to either insurance company vendor. It is further agreed that neither the Interlocal, its Board members, administrative staff, nor the Association will be liable for any clerical errors in failing to forward such premiums to the insurance vendors.

K. Extended Benefits

If an employee is separated from Interlocal service through termination, death, or retirement, he and/or his family may continue his group coverage for such time and under such conditions as provided by law. Premiums must be paid to the group insurance carrier by the individual seeking this extended benefit. It is further agreed that this serves as official notice of this extended benefit and that neither the Interlocal, its

Board members, administrative staff, or the Association will be liable for any additional notice or clerical errors in providing this benefit.

L. Change in Assignment

The Board reserves the right to assign teachers to such buildings and work as the best interest of the schools of the Interlocal requires. However, if a teacher's assignment is changed to a different grade level, building level, and/or subject area after five working days prior to the date teachers are required to report to duty at the beginning of a new school term, the teacher will be allowed up to thirty hours of additional preparation time, outside the regular workday, with pay to be based upon the teacher's hourly rate. Such time must be scheduled through the building principal and approved by the Director. An Interlocal time sheet will be required for verification.

ARTICLE 4, EVALUATION

A. Procedure

Certified staff will follow the procedures and be evaluated with the evaluation instruments used by the District to which the teacher is assigned. Itinerant staff not assigned to a building will be evaluated by Special Education administrators. Training will be made available to all staff in correlation to the evaluation instrument utilized.

ARTICLE 5, GRIEVANCE PROCEDURES

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances as defined in DEFINITIONS, Section G.

B. Procedure

1. Level One

The aggrieved person must request an informal conference with his administrator within 10 school days after he becomes aware of the grievance. At this conference the aggrieved shall seek to resolve the matter informally.

2. Level Two

(a) If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five school days after the presentation of the grievance, he may file a grievance. If the aggrieved person chooses to file a grievance, he must file it in writing simultaneously with the President of the Association, the supervisor, and, if appropriate, the Director of Special Education, within 10 school days after the decision at level one or fifteen (15) school days after the grievance was presented, whichever is sooner.

(b) Within five school days after receipt of the written grievance the supervisor will meet with the aggrieved person and his representative in an effort to resolve it.

3. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within five school days after presentation of the grievance, he may file a grievance. If the aggrieved person chooses to file a grievance, he must file it in writing

simultaneously with the President of the Association and file the grievance with the Director of Special Education within five school days after the decision at level two, or 15 school days after the grievance was presented, whichever is sooner.

- (b) Within five school days after receipt of the written grievance by the Director of Special will meet with the aggrieved person and his representative in an effort to resolve it.

4. Level Four

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at level three, or if no decision has been rendered within five school days after he has first met with Director of Special Education, or 10 school days after he first met with the Director of Special Education, whichever is sooner, request in writing that the Director of Special Education submit his grievance to the Board. The final acceptance or decision lies with the Board. However, this in no way infringes on a teacher's right to redress.

C. Rights of Teachers

1. No reprisals of any kind will be taken by the Director of Special Education or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any Grievance Representative, the President of the Association or any other participant in the grievance procedure by reason of such participation.
2. All documents, communications, and records dealing with the

processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

D. Grievance Procedure Form Instructions

The purpose of the grievance procedure is to facilitate free, easy, and effective communication between teachers and the administrative staff in order to secure, in good faith, equitable solutions to those grievances as defined in DEFINITIONS, Section G. Careful attention to requirements for a grievance and the proper procedure for completing a grievance form and filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance. Grievance Report Forms may be secured from the Director's office, school offices, and the Association, and must be filed at each level of the grievance procedure, except at Level I.

1. Each portion of the Grievance Report Form should be completed fully, in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved, and what occurred.
2. Under Section B of the Grievance Report Form, those relevant Agreement provisions that the grievant contends have been violated, misinterpreted, or misapplied, should be specified.
3. Under Section 3, the grievant should state his claim by describing the manner in which the factual contentions are related to the relevant agreement provisions and how a violation,

misinterpretation, or misapplication of the agreement has occurred.

3. Under Section D, the grievant should specify the relief that he desires as a result of the grievance.

PROFESSIONAL GRIEVANCE PROCEDURE FORM

See ARTICLE 5 of the Professional Agreement

Butler County Special Education Interlocal No. 638

Date Filed _____

Procedure (2) (3) (4)

Circle one to indicate level of grievance

Name of Grievant _____

Building Assignment _____

A. Date 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 _____

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

Signature _____

Date _____

ARTICLE 6, TEACHER DISCIPLINE PROCEDURE

The parties recognize the right of the administration and Board to discipline a teacher for just cause as determined by the Board. "Just cause" is defined as any reason put forward by an administrator or Board in good faith and which is not arbitrary, irrational, or irrelevant to the Board's task of building up and maintaining an efficient school system.

Situations of a minor nature shall be handled through the informal process. Situations of a serious nature shall be handled through the formal process.

- A. Informal: Oral admonitions and warnings or written letters of warning, caution or requirements, may be taken by administrators on their own initiative. Written statements will not be included in a teacher's personnel file.
- B. Formal: Formal disciplinary actions, such as written reprimands or suspension may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior as determined by the administrator. Within a 20 day period following the building principal's awareness of a teacher's actions that warrant formal discipline, one of the following actions may be taken:
 1. The building principal and, if appropriate, the Director or Assistant Director of Special Education will hold a conference with the teacher. Notes of the conference will be prepared and all parties attending the conference will sign the prepared notes. The teacher will be provided with a copy of the signed notes. A copy will be included in the teacher's personnel file.

2. The building principal and, if appropriate, the Director or Assistant Director of Special Education will hold a conference with the teacher and inform the teacher of the proposed discipline. If a letter of reprimand is included, the teacher shall have 10 days from receipt of the principal's formal letter of reprimand to file a written rebuttal with the Director of Special Education and to request that the letter of reprimand be removed from the teacher's evaluation file. The Director of Special Education shall make a decision within five (5) days and notify the teacher. The teacher may appeal the Director's decision to the Board of Education within 10 days of the Director's decision. If a letter of reprimand is approved by the Board, the letter of reprimand and response will be retained in the teacher's personnel file. Should a reprimand be included in a teacher's evaluation folder, the Board shall, at the teacher's request, remove the reprimand after three years, provided the teacher has had no further written reprimands.
3. The Director of Special Education, may suspend the teacher with pay until such time as the Board has reviewed the matter and determined to continue the suspension with pay, remove the suspension and return the teacher to duty, or give notice of the Board's intent to terminate or non-renew the teacher's contract.
4. The Director of Special Education may recommend termination of the teacher and suspend the teacher with pay until such time as the Board acts upon the recommendation. If the Board takes action to

terminate, the teacher will be informed of due process rights according to Kansas law.

- C. The Board is not required to use either the informal or the formal discipline procedure prior to a recommendation of non-renewal or termination.

ARTICLE 7, FAIR DISMISSAL OF TEACHERS

Whenever a teacher who has taught five or more continuous years in the interlocal is given a written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of contract. The board shall hold such meeting within 10 days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the board. Neither party shall have the right to have counsel present. Within 10 days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter. The decision will be relayed in writing to the teacher from the board.

SUNSET PROVISION – This provision shall be in effect for the 2018-19 school year and will not be included in subsequent agreements unless expressly agreed to.

ARTICLE 8, LEAVES

A. Chargeable Leaves

On the first day of orientation, each teacher shall be credited with 12 days of “universal leave” with full pay. Universal leave includes days that were formerly termed sick leave or personal leave. The requirements for use of leave are as follows:

1. Absences during a professional learning day, the last five student contact days of each semester or during the first five student contact days of each semester, must be for illness or reason approved by the Director or designee. Absences at other times are at the discretion of the employee.
2. No more than five consecutive days may be used without prior approval from the Director.

A doctor’s verification may be required by the Director of Special Education. Incremental use of leave days may be taken in one (1) hour increments. Teachers may accumulate leave previously referred to as sick days from year to year to a maximum of 120 days. At the end of each school year, any unused universal leave days will be added to accumulated sick leave to a the maximum of 120 days. Accumulated sick leave may be used for sick leave and not for universal leave. After completion of the annual contract, the Interlocal will reimburse teachers who have accumulated sick leave days in excess of 120 days at \$75.00 per day. Accumulated sick leave shall be used for the employee’s own illness, family illness, critical illness or death in the immediate family. The

employee's immediate family shall include spouse/partner, mother, father, brother, sister, children, grandchildren, grandparents, such in-laws of the employee and any other relative who resides in the teacher's home.

Critical illness means illness that is sufficiently serious to require the employee's presence. A verification from the attending physician may be required by the Director of Special Education.

Former teachers of USD 490 shall carry over current days of accrued sick leave (not to exceed 95) as of June 30, 2014, which shall be transferred to Butler County Special Education Interlocal.

1. Sick Leave

Sick leave shall be used primarily for the employee's own illness.

Sick leave may also be used for family illness, critical illness, or death in the immediate family. The employee's immediate family shall include mother, father, brother, sister, husband, wife, children, spouse/partner, grandchildren, grandparents, such in-laws of the employee and other relatives who resides in the teacher's home. (Critical illness means illness that is sufficiently serious to require the employee's presence). Verification from the attending physician may be required.

2. Funeral Leave

Sick leave may be used in no less than one hour increments for attendance at a funeral with the prior approval of the building principal.

3. Legal Leave

- a. The Board shall grant the teacher time to appear in court to answer a subpoena or for any reason that the teacher is required by law to attend.
- b. The Board shall not compensate the teacher for time to appear in court or respond to a subpoena if the teacher initiates the court action, is a party in any litigation against the Interlocal, Board, and/or its administrators or other employees, or the case is a criminal case. Teachers may make a written request to the Board to waive the restrictions of this paragraph.
- c. Teachers shall be excused for jury duty with no jeopardy to their employment. Substitutes, when necessary, will be obtained in the usual manner and will be paid by the Interlocal. The teacher serving on jury duty will receive their regular daily salary.

4. Adoption Leave

An employee may request and may be granted, by the Board of Education, permission to use accumulated sick leave, not in excess of 30 days, to care for a newly adopted child. A request for adoption leave will be considered by the Board under the following conditions:

- the employee submits a physician's statement verifying the need of the adopting parents to be at home for a period of time with the newly adopted child.

- the employee advises the Director of Special Education in writing that he and his spouse are beginning the adoption process and makes updates on the progress of the application.
- neither the employee nor his spouse is the natural, step, or previously adoptive parent of the child.
- the newly adoptive child has not actually resided with the employee or his spouse more than 60 days prior to the first day of the requested leave.

B. Disability Leave

Teachers who are incapacitated for work because of illness after all chargeable leave has been exhausted and who have been employed by the Interlocal five years or more, upon receipt of a physician's statement so noting the necessity of the employee's absence from work, shall be paid one-half of their salary for up to 40 days. The employee receiving disability leave shall furnish to the Director of Special Education monthly medical updates regarding the status of his health. The Board, at their own expense, may request a second opinion from an appropriate physician of their own choice.

C. Association Leave

At the beginning of every school year, the Association shall be provided with 20 days of leave to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association will reimburse the Interlocal for the cost of substitutes. The Association agrees to notify the Director no less than 48 hours in advance of taking such leave. No more than three teachers shall take Association

leave on the same day without prior approval from the Director of Special Education. No one teacher may use more than five days of this leave during a school year. When any member of the Butler NEA Executive Board is requested by the Director to participate in a professional activity, such time/ days will not be charged against the Association's allocation of leave days.

D. Leave of Absence

Any teacher may request a one-year leave of absence. A written request must be made to the Interlocal no later than April 1. Should the Board grant the request, after the leave of absence the teacher may be re-hired if a position is available for which they are qualified. Upon returning to work for the Interlocal, the teacher will be placed upon the salary schedule according to years of experience. During the period of the approved leave of absence, the teacher may continue to participate in the Interlocal health insurance plan at the teacher's expense. Payment must be made to the Interlocal 30 days in advance of the Interlocal's premium payment date.

E. Professional Leave

Teachers shall submit requests for professional leave through the building to the Director. The requested professional activity shall comply with the district Professional Development Plan. These days must be used by each employee for educational or professional improvement subject to approval by the Director. These requests must be submitted on the Interlocal leave request form. If professional leave is granted for an activity that involves direct payment/honorarium to staff members, that leave may be taken as personal leave or leave without pay. If not, the

employee will compensate the Interlocal in the amount of payment that they received. Direct compensation/honorarium does not include: meals, mileage, lodging, or other costs of attending the activity.

F. Sick Leave Bank

Additional leave above and beyond all other chargeable except disability leave (at least 10 days) may be in the best interest of a teacher and the Interlocal. To accomplish this a sick leave bank will be established by the interlocal and participating certified staff who fall under the negotiated agreement. To participate in the sick leave bank an employee will contribute 8 hours of universal leave. An employee may elect not to join the sick leave pool but may join on a later enrollment date by contributing 8 hours plus 4 extra hours of universal leave for each year of non-participation. All contributed hours will become part of the sick leave bank and removed from the employee's individual record. Employees will only be asked to contribute more hours if the sick leave bank falls below 1200 hours. At that time, members will be notified of any additional contribution to remain a member in the sick leave bank. An employee may withdraw from the sick leave bank at any time but all contributed hours will remain with the sick leave bank and the withdrawing employee will forfeit any right to draw hours from the bank. All decisions to join must be made by the employee on or before Sept. 1 each year. The interlocal will contribute 50 days during the 2018-2019 school year to assist in the establishment of the sick leave bank. To request hours from the bank a participating employee must make a written application to the Sick Leave Bank Committee and provide

medical information to support the need for additional sick leave. The Butler County Special Education Association-NEA will establish a committee to approve applications for use of the sick leave bank. By application for bank hours the employee consents to the release of requested personal information to the Sick Leave Bank Committee. The committee shall determine the number of hours allowed (not to exceed the number of hours allocated for the current year), if any, and report their decision to the employee and to the Director. Leave shall be restricted to cases involving dread diseases or catastrophic and life-threatening accidents or illnesses, or any ill-defined or un-diagnosed illness producing a disability. The leave shall be available only to persons who have exhausted all other chargeable leave except disability, and to whom no other options for leave exist within the negotiated agreement or board policy. This leave used in conjunction with any Worker's Compensation payments shall not exceed the amount of the teacher's daily net salary. The Board of Education will continue to pay full base salary to the teacher using this leave provision.

ARTICLE 9, PAYROLL DEDUCTIONS

A. Types of Deductions. Within 30 days after receipt of written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for:

1. Association Dues.

The Association will provide a list of names and the amount to be deducted to the Clerk of the Board each year on or before September 1st. Pursuant to such authorization, the Board shall

deduct one-twelfth of such dues from the regular salary check of the teacher each month for the 12 months, beginning in September and ending in August of each year. Any balance due upon the teacher's termination of employment shall be deducted from such teacher's final check. The Board shall transmit to the Association from the total monthly deduction for the professional dues within 10 school days following each regular period.

2. Any other plans jointly approved by the Association and Board.

B. Hold Harmless.

The Association shall indemnify and save harmless the Board, the administration, and Central Office personnel from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.

C. Tax Sheltered Annuities

Employees may request a separate salary reduction agreement for the purpose of contributing to a tax-sheltered annuity (403B plan) with a company approved in advance by the Board and the Association. The Board may request a Hold Harmless and Information Sharing agreement acceptable to the Board prior to approval of the company as a provider of a salary reduction plan. The Board shall allow its employees to adjust their salary reduction agreements each school year by giving notice to the Board before September 1. Payroll deduction agreements may be adjusted

starting with the February check if written notice is given to the Central Office on or before January 31.

The Board shall transmit tax-sheltered annuity funds on behalf of its employees pursuant to (K.S.A. 72-2243).

ARTICLE 10, PROFESSIONAL DAY

A. Workday

1. Arrival and Dismissal Time - Teachers

Teachers will follow the negotiated length of the contract day within the district to which they have been assigned. The contract day may be extended for the purpose of open house, parent-teacher conferences, special education staffings, inservice days and faculty meetings as determined by the Board and/or administration.

2. Faculty Meetings

The administrator may schedule routine faculty meetings as needed which extend beyond the above time. Teachers employed less than full-time will be expected to attend faculty meetings.

3. Teacher Duty Responsibilities

Teachers assigned to one District shall accept the same duty responsibilities as the teachers in the District to which they are assigned. Itinerant special education teachers assigned to one District shall accept the same duty responsibilities as the itinerant teachers in the District to which they are assigned. Itinerant special

education teachers assigned to more than one District shall not be required to accept duty responsibilities.

B. Lunch Periods

Teachers shall have the same duty free lunch-time as the teachers in the District to which they are assigned.

C. Planning Period

Teachers shall have the same planning period time as the teachers in the District to which they are assigned.

D. Substitute Teaching

1. Teachers

When a special education teacher substitutes for a school District's regular education teacher, he shall be compensated by that District at its hourly rate. If a special education teacher substitutes for another special education teacher, he shall be compensated at the rate of \$25 per hour.

E. Staffings

Any teacher required to attend staffings at any time during weekends, holidays, or summer days when not under contract, shall be compensated for their time at the rate of \$25/hour. Time will be figured at no less than one-half hour.

ARTICLE 11, DUTY YEAR

A. Contractual Days—Teachers

1. Non-Attendance

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closing. (Inclement weather shall not include heat schedule as long as there is an air conditioned area available for teachers to complete contractual obligations.)

2. The contractual year shall not exceed 187.5 days.
3. The Board has the authority to offer extensions to the negotiated 187.5 day contract year. Pay for extensions will be $1/187.5$ of the professional employee's pay for each extra day worked.
4. The Board has the authority to reduce an extended contract (B.2) to the negotiated 187.5 day contract year. No more than three days per year may be reduced from any individual employee's extended contract. The professional employee will be notified no later than May 1, of the Board of Education's decision to reduce the number of extended contract days. The professional employee and/or his representative(s) shall have the right to meet with the Board of Education to discuss the reduction. A change in the number of extended contract days will not be considered a termination or nonrenewal.
5. If the employee is assigned to a District that is required to work more than 187.5 contractual days, (which include all required inservice days) the Director of Special Education and the building administrator will determine the portion of the day or days that the teacher is not required to attend.

If the employee is assigned to a District that is required to work less than 187.5 contractual days, the Director of Special Education may assign the employee to other educational duties in the Coop, but not to exceed the total of 187.5 days.

C. Teachers New to the Interlocal

Teachers new to the Interlocal will have two additional contract days for orientation at the beginning of their first year of employment. If other teachers are required to be in attendance at these new-teacher orientation meetings, they will be paid their daily rate.

ARTICLE 12, TEACHER RIGHTS AND RESPONSIBILITIES

A. Political Activity

1. The teacher shall be guaranteed the right to be active politically. Political rights shall include, but not be limited to, registering and voting, participating in party organizations, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his current employment.

2. Public Office

Any teacher who intends to run for or seek re-election to a public office which might result in being absent from contracted duties shall enter into a written agreement concerning loss of time and salary with the Board prior to running for the office.

B. Partisan Political Activity

The teacher shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

C. Transcripts

The responsibility of keeping up-to-date transcripts on file in the Interlocal Office is the teacher's. This ARTICLE provides that a transcript be filed in the office of the Director of Special Education whenever hours are earned that change the contract salary due to an advancement on the salary schedule. The transcript or a transcript request receipt is to be filed not later than September 1 of each year. If the hours have not been validated and the transcript received by the end of the first semester, the salary will be adjusted to comply with the original. The cost of transcripts shall be the responsibility of the teacher.

D. Notification of Horizontal Advancement on the Salary Schedule

Because horizontal movement on the salary schedule has a significant impact on budget considerations and directly involves the amount of money available for teacher salaries, teachers who plan to move horizontally on the salary schedule must notify the Interlocal office on the prescribed form by May 1 of the preceding school year.

E. Payment for Early Notification of Resignation

As provided by statute, teachers must notify the Interlocal by the statutory date of their intent to resign, thus terminating the continuing contract.

Early resignations can assist the Interlocal in determining staffing needs and budget considerations. Therefore, a teacher who submits a written resignation on or before January 2 will be eligible for a payment of \$500 or a teacher who submits a written resignation on or before March 15 will be

eligible for a payment of \$250. The payment amount will be included in the teacher's final paycheck. (Note: This provision does apply to retirements.)

F. Custodial Duty

The teacher shall not be required to perform custodial functions.

G. Activity Passes

Teachers shall be treated in the same manner as other teachers in the District to which they are assigned with regard to athletic or activity passes.

ARTICLE 13, ASSOCIATION RIGHTS

A. Communication

The Association may have the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may have the use of teacher mail boxes for communications to teachers. All materials so distributed through school channels must be approved through the Interlocal Office.

B. Use of Facilities and Equipment

The Association may use school copy machines, audio-visual equipment, computers, and software including the use of e-mail and internet at reasonable times, when such equipment is not otherwise in use. The Association will follow all Interlocal guidelines for appropriate use of e-mail and internet and will forward a copy of all e-mail use to the Director

of Special Education. The Association shall pay for the cost of all materials and supplies incidental to such use. The Association may use school buildings before or after school for meetings. No charge shall be made for use of school rooms. However, use of buildings must be approved in advance by an administrator. The Association pays for extra-duty custodial help.

C. Access to Information

The Association may have access to all public records in the Director's office.

D. Right to Grieve

The Association shall be allowed to file a grievance as outlined in this agreement on those items included in this ARTICLE.

ARTICLE 14, INSERVICE TRAINING AND CURRICULUM MEETINGS

Teachers will attend curriculum meetings, inservice training sessions, and other meetings as deemed necessary by Building Improvement Team members, administrators, and central office administration. Teachers shall attend orientation inservice meetings in the District to which they are assigned but need not attend such meetings that are irrelevant to their duties, i.e., discussions of negotiated agreements, fringe benefits, etc., of that District. Any teacher employed less than full-time will be responsible for attendance at all District or Interlocal inservice meetings, work days, parent-teacher conferences, faculty meetings, and curriculum meetings.

After the first month of each semester, teachers will be responsible for attending no more than two curriculum meetings and inservice training sessions per month. If a special education inservice meeting is scheduled at the same time an inservice meeting is scheduled in the District to which the special education teacher is assigned, the special education teacher will attend the special education inservice unless excused by the Director of Special Education.

Teachers attending required meetings or approved professional meetings outside the District in which they teach shall be reimbursed for mileage, provided that District transportation is not made available and such mileage is in addition to the normal daily mileage to and from work. Car pooling should be used when possible. Teachers who plan to use inservice points for re-certification and/or salary schedule advancement (See ARTICLE 3, A.) must have an approved Individual Development Plan on file with a Professional Development Council in either the district in which they work or that they live.

ARTICLE 15, WORKERS' COMPENSATION

If a teacher is absent from school due to an illness or accident arising out of or in the course of employment that is covered under the Workers' Compensation Law, then the teacher shall receive his regular salary (to the extent sick leave is available) less that portion allowed by Workers' Compensation for the absence. Further, only 50 percent of any such absence shall be charged against the accumulated sick leave days.

ARTICLE 16, SAFE SCHOOLS

A. Use of Force

A teacher may, within the scope of his employment, use and apply as much force as authorized by law to quell a disturbance threatening

physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

B. Legal Action Against a Teacher

Whenever any legal action is brought against a teacher resulting from action taken within the scope of his employment, the Board may provide the teacher with legal assistance.

C. Assault of a Teacher

1. Legal Assistance

If requested by the teacher, the Board may provide legal and other assistance for any assault upon a teacher while acting within the scope of his employment.

2. When an absence arises out of or from an assault occurring within the scope of employment, the teacher shall receive the benefits as provided by the Board of Education, shall not be charged with sick leave or personal leave, and shall receive his regular salary less that portion allowed by Workers' Compensation for the absence.

Benefits provided by this paragraph will end at the same time as temporary total disability compensation benefit payments end according to Workers' Compensation rules.

D. Reporting Assaults

1. Administrator

Teachers shall immediately report to their administrator cases of assault suffered by them in connection with their employment.

1. Director

Such notification shall be immediately forwarded to the Director. The Director shall comply with any reasonable request from the teacher for information in the possession of the Director relating to the incident or the persons involved. All persons wishing to contact a teacher at school in regard to assault shall proceed through authorized procedures.

E. Bomb Threats

No teacher shall be asked or required to search for a bomb.

F. Health-Related Responsibilities

Teachers will be surveyed to determine if there is any interest in obtaining a Hepatitis B Vaccine for those persons not covered by category 1 of the Bloodborne Pathogen policy. Administrators will attempt to minimize the duties of teachers that are providing health services to students.

ARTICLE 17, COMPENSATION

A. Compensation Schedule

Attached is the basic compensation schedule. The columns shall be labeled Bachelor's (BS), BS+8, 15, 24; and Master's (MS) or BS+40; MS+8 or BS+50; MS+15 or BS+65; MS+24 or BS+75; MS+30 or BS+85; MS+45 or BS+105. Teachers may receive a revised contract before school opens in September if they have become eligible for classification in a higher training bracket. A certified transcript of credits earned must be presented to the Director by September 1 of the school year in which the advance is to become effective, in accordance with ARTICLE 11, Section C.

The Board will establish a salary reduction plan for all certified teachers. Each teacher shall have the right to reduce his salary by up to the monthly cost of the benefits selected for the purpose of purchasing the Interlocal group health insurance benefits, cancer insurance, dependent care assistance, and medical reimbursement. Any teacher desiring to reduce his salary amount shall provide written notice to the Director on forms provided by the Director on or before September 1 of each school year, or within the first 5 days of the contract, whichever shall occur last. The notification shall include the dollar amount of salary reduction and the benefits selected. The benefits or amount of reduction may not be changed during the plan year, except that changes in the plan will be allowed upon a change in family status of the employee or a change in the cost of coverage.

The plan will cover all certified teachers that are normally employed no less than half time. The insurance benefits and the insurance carriers will be approved by the Board.

B. Longevity Pay.

Beginning the 16th year of service in the Interlocal (including prior years service with Butler County Special Education Coop), \$400 will be added to the compensation as shown on the schedule. (Language is currently on the salary schedule).

C. Career Pay.

A teacher on Column MS+45 (BS+105) Step 20 for one year, whose most recent evaluation was satisfactory, shall receive an additional \$500 beginning the following year. If such teacher continues to receive a

satisfactory evaluation, the teacher shall be paid an additional \$500 each year thereafter.

D. Part-Time Teachers

Employees working part-time (at least .3 FTE) will receive an additional \$500 to cover additional time and responsibilities associated with full-time status.

				MS	MS+8	MS+15	MS+24	MS+30	MS+45	EDS
BS	BS+8	BS+15	BS+24	BS+40	BS+50	BS+65	BS+75	BS+85	BS+105	
41,030	42,030	43,030	43,530	44,330	44,766	45,202	45,638	46,074	46,510	49,410
450	450	450	450	450	450	450	450	450	450	755
41,480	42,480	43,480	43,980	44,780	45,216	45,652	46,088	46,524	46,960	50,165
450	450	450	450	450	450	450	450	450	450	755
41,930	42,930	43,930	44,430	45,230	45,666	46,102	46,538	46,974	47,410	50,920
450	450	450	450	450	450	450	450	450	450	755
42,380	43,380	44,380	44,880	45,680	46,116	46,552	46,988	47,424	47,860	51,675
450	450	450	450	450	450	450	450	450	450	755
42,830	43,830	44,830	45,330	46,130	46,566	47,002	47,438	47,874	48,310	52,430
450	450	450	450	450	450	450	450	450	450	755
43,280	44,280	45,280	45,780	46,580	47,016	47,452	47,888	48,324	48,760	53,185
450	450	450	450	450	450	450	450	450	450	755
43,730	44,730	45,730	46,230	47,030	47,466	47,902	48,338	48,774	49,210	53,940
450	450	450	450	450	450	450	450	450	450	755
44,180	45,180	46,180	46,680	47,480	47,916	48,352	48,788	49,224	49,660	54,695
450	450	450	450	450	450	450	450	450	450	755
44,630	45,630	46,630	47,130	47,930	48,366	48,802	49,238	49,674	50,110	55,450
450	450	450	450	450	450	450	450	450	450	755
45,080	46,080	47,080	47,580	48,380	48,816	49,252	49,688	50,124	50,560	56,205
450	450	546	546	546	546	546	546	546	546	755
45,530	46,530	47,626	48,126	48,926	49,362	49,798	50,234	50,670	51,106	56,960
	450	546	546	546	546	546	546	546	1,098	755
	46,980	48,172	48,672	49,472	49,908	50,344	50,780	51,216	52,204	57,715
		546	546	767	767	767	767	767	1,098	755
		48,718	49,218	50,239	50,675	51,111	51,547	51,983	53,302	58,470
			546	767	767	988	988	988	1,098	755
			49,764	51,006	51,442	52,099	52,535	52,971	54,400	59,225
				767	988	988	988	988	1,098	755
				51,773	52,430	53,087	53,523	53,959	55,498	59,980
					988	988	988	988	1,098	755
					53,418	54,075	54,511	54,947	56,596	60,735
						988	988	988	1,098	755
						55,063	55,499	55,935	57,694	61,490
							988	988	1,098	755
							56,487	56,923	58,792	62,245
								988	1,098	755
								57,911	59,890	63,000
									1,098	755
									60,988	63,755
									500	500
									61,488	64,255
									500	500
									61,988	64,755
									500	500
									62,488	65,255
									500	500
									62,988	65,755

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63,488	66,255
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63,988	66,755
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64,488	67,255
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64,988	67,755
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70,488	73,255
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70,988	73,755
500	500
71,488	74,255
500	500
71,988	74,755
500	500
72,488	75,255
500	500
72,988	75,755
500	500
73,488	76,255
500	500
73,988	76,755

ARTICLE 18, PERSONNEL EXTRA DUTY

A. Supplemental Contract Schedule

<u>Assignment</u>	<u>Salary</u>
Curriculum Development	\$25.00/hour
Program Improvement	\$25.00/hour
Circle of Friends	\$500
Mentoring	\$500
CPI Trainer	\$1,300
Teaching Assignment in Lieu of Planning—Full Term	\$3,000
Semester Teaching Assignment in Lieu of Planning	\$1,500
New Teacher Mentor	\$500
Special Education Department Chair	\$1,250

ARTICLE 19, STUDENT TEACHING PROGRAM ASSISTANCE

Acceptance of student teacher supervision shall be voluntary. A supervising teacher shall be paid the amount received by the Interlocal from the college or university for supervising a student teacher.

ARTICLE 20, REDUCTION IN PERSONNEL

A. Reduction In Personnel

If the Board determines that a reduction in staff is necessary, the following guidelines shall be observed in reducing the number of teaching positions. Prior to non-renewal of teachers, the Board shall attempt to place the teachers to be non-renewed in other vacant special education positions. The administration, subject to Board approval shall determine from which

group(s) of employees the reduction can most reasonably be made, i.e., learning disabled teacher, speech, psychologist, gifted, etc. Within the specified group, teachers shall be selected for non-renewal in the following order:

- A. Attrition or openings available due to retirements
- B. Administrative evaluation, certification, including multiple certifications, length of service with the Interlocal, length of prior service with USD 490 and professional service to the Interlocal.

Teachers non-renewed due to a reduction in force will be granted two days of leave in order to seek other employment.

ARTICLE 21, PERSONNEL VACANCIES/TRANSFERS

A. Vacancies

The Interlocal will post teaching vacancies on the Interlocal website and on the Kansas Teaching Jobs website.

B. Extended School Year (ESY) Employment Opportunities

The Interlocal will post ESY teaching vacancies on the Interlocal website.

C. Teacher Initiated Transfer

To be considered for a transfer within the Interlocal, a teacher must complete an Interlocal transfer application.

ARTICLE 22, AGREED LIQUIDATED DAMAGES ON EARLY TERMINATION OF CONTRACT

A. Purpose

The Board of Education and the faculty agree that when an educator resigns or otherwise fails to honor his contract after execution of the

contract or after the applicable date under the Kansas Continuing Contract Law, the damages to the Interlocal are not easily ascertainable. The elements of damages may include, but not be limited to: the loss of recruiting time required to find the best possible replacement; adjustments and changes in class scheduling; reassignments of teaching duties and class loads; reassignments of extra curricular duties; interviews must be scheduled during vacation times; a large number of possible replacements may already be under contract with other Interlocals; the Board will incur increased advertising costs to contact possible teachers not under contract; and if class assignments and coaching assignments are changed, there may not be sufficient time for teachers and coaches to prepare for the next year's teaching load. The monetary value of the above damages is difficult, if not impossible, to determine.

- B. It is therefore agreed that a teacher currently under contract shall be declared under contract—unless duly informed according to Kansas Statute—for the next teaching year unless a resignation is submitted on or before the statutory date of the current school year according to the Continuing Contract Law of the State of Kansas. New teachers coming into the Interlocal shall be declared under contract when their contract has been approved by the Board of Education.
- C. In the event any teacher resigns or fails to honor the terms of his contract after the effective date set out above, the Board and teachers agree that the teacher shall pay the Board liquidated damages. The Board will accept the resignation of a teacher tendered after the statutory date upon receipt of:
 - 1. \$500 for a resignation received between June 1 and June 30,

2. \$750 for a resignation received between July 1 and July 31,
 3. Four percent (4%) of the teacher's contracted salary for a resignation received on or after August 1 and prior to the completion of the contract term.
 4. Any release from contract for any resignation received August 1 or later is further conditioned upon the Board hiring a qualified and certified replacement as determined by the Board.
- D. It is agreed that the amount of agreed liquidated damages shall be paid by the teacher to the Board of Education prior to the Board accepting the resignation of the teacher and releasing the teacher from his contract.
- E. It is further agreed that in the event that the Board owes the teacher additional salary amounts after the teacher resigns or fails to honor his contract, the Board may deduct the amount of agreed liquidated damages from the amount owed to the teacher, and the teacher consents and agrees to the deduction of the amount of the liquidated damages from the amount owed to the teacher by the Board.
- F. The Board reserves the right to waive the monetary provisions of this Agreement for Liquidated Damages if, in the opinion of the Board, such waiver is appropriate.

ARTICLE 23, DURATION OF AGREEMENT

- A. This agreement shall become July 1, 2018 and may not be altered, changed, added to, deleted from, or modified except through the voluntary mutual consent of the parties in written and signed amendment to this agreement.

- B. This agreement shall continue in full force and effect until June 30, 2019.
Any ARTICLE may be re-opened at any time for negotiation if it is mutually agreed upon by both parties.

APPENDIX

USD 490 Early Retirement Plan i

Transfer Request ii

Supplemental Contract iii

GAQA-R Early Retirement Policy For Certified Personnel

The Board of Education provides an early retirement plan in order to facilitate the voluntary retirement of employees of the school district who may find it necessary or desirable to retire from employment with the district prior to normal retirement age. Any eligible employee may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of an eligible employee.

For the next four years: 1993-1997, certified employees will be given a choice between the current early retirement policy (GAQ-R) and the new policy (GAQA-R). The current policy GAQ-R, will no longer be available to employees after March 15, 1997.

Eligibility

An employee is eligible for early retirement if such employee (a) is currently a full-time employee of the school district, (b) has met the KPERS early retirement eligibility requirements for full or partial retirement, (c) has 15 or more years of employment service with the school district, or (d) has 35 years of service in the district. Eligibility for early retirement will be determined by the Superintendent of Schools. An employee applying for early retirement shall have the responsibility of providing all facts and information necessary to prove eligibility for early retirement and to verify benefits to be paid.

Part-time employees will be eligible for this plan based upon the following criteria. The benefit will be based upon their least full-time equivalence (FTE) during their last 5 years prior to retirement.

This early retirement policy will have a maximum age of eligibility of 62 years of age. Computation of the five year benefit will be reduced by one year for every year of age the employee reaches above 57. Commencement of benefits at anytime between the first year of eligibility for partial or full retirement with KPERS and age 57 would be allowed without losing any benefit.

Due to the impact of the transition from the old early retirement policy to the new policy, employees age 58 and 59 who retire under the new policy between the 1993-94 and the 1996-97 school year will be given the option of a full 60 months of benefits under the new plan. This opportunity will end in 1997, when the old plan is phased out completely.

Application

An employee may apply for early retirement by giving written notice to the Superintendent of Schools. Such written notice shall be submitted on or before the fifteenth (15th) day of March *preceding the anticipated retirement date and shall include the following information:

- (a) a statement of the applicant's desire to take early retirement,
- (b) the anticipated date of retirement,
- (c) applicant's birthday and age on the date of retirement,
- (d) the current mailing address and telephone number of the applicant,
- (e) the number of years the applicant has been employed by the school district,
- (f) the total number of years of service credit recognized by KPERS,
- (g) applicant's current annual base salary,
- (h) whether the applicant desires health insurance coverage through the school district's health insurance program by deduction of monthly premiums from early retirement benefits each month,
- (i) the applicant's plan for participating in retirement counseling.

Following final action on any application for early retirement, the Superintendent of Schools shall notify the applicant, in writing, of the final disposition and the date and amount of monthly early retirement benefits to be paid during that same year.

Early retirement Benefits

The annual retirement benefit shall be a sum of money equal to the product of

(a) the number of years of service credit in the district, multiplied by (b) the largest base salary received by the employee as a result of employment with the school district during any one (1) of five (5) immediately preceding school years (July 1 through June 30), multiplied by (c) a percentage factor related to the person's current age. That percentage factor will decrease each year and will be determined according to the employee's age each year, as follows:

a. those retiring with KPERS eligibility and 15 years experience in the district: .006 current age, .0055 current age plus 1, .005 current age plus 2, .0045 current age plus 3, and .004 current age plus 4.

b. those retiring with 35 years experience in the district: .006 the first year, .0055 the second year, .005 the third year, .0045 the fourth year, and .004 the fifth year.

Beginning at age 57 the payment factor will decrease each year in accordance to the age of the individual.

*Exceptions to the required notification date may be made due to unexpected illness or other extenuating circumstances. Exceptions will be determined on an individual basis by the Board of Education.

Terms and Conditions

The following terms and conditions shall apply to the school district's early retirement plan:

- (a) The Board shall continue to provide term life insurance on behalf of the

retiree until age 62 or 60 months. The retiree may continue the term life insurance at his own expense until age 65 if this benefit expires prior to age 65;

(b) An employee taking early retirement shall have the option to maintain health insurance coverage through the school district's health insurance program by agreeing to a deduction of health insurance premiums from the early retirement benefits;

(c) All early retirement benefits, except the option to maintain health insurance, shall automatically terminate at the time an employee reaches age 62. The health insurance option terminates at age 65;

(d) An employee who takes early retirement shall not thereafter be eligible for employment by the school district except for substitute teaching unless the early retirement plan is terminated by the Board of Education;

(e) If death should occur to the recipient during this agreement, the Board of Education will honor said agreement for that school year only;

(f) This policy shall be effective beginning the school term of 1992-93;

(g) If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect.

Payment

The retiree will receive equal monthly payments of the early retirement incentive over the number of eligible months.

Approved: March 8, 1993

El Dorado USD
490 Early
Retirement Benefit

Date _____ Name _____

Date of Birth _____ Address _____

Retirement Date _____

1. Largest Base Salary in Last 5 Years of Service:

2. Percentage Factor Related to Employee's Current Age and Years of Service.

School Year	Age and Percent	Largest Base Salary	Index	Years of Service	Amount Due
Year 1 or current age		\$ _____ =	\$ _____ x	_____ =	
\$ _____					
	(.006)				
Year 2 or current age		\$ _____ =	\$ _____ x	_____ =	
\$ _____					
	+1x (.0055)				
Year 3 or current age		\$ _____ =	\$ _____ x	_____ =	
\$ _____					
	+2x (.005)				
Year 4 or current age		\$ _____ =	\$ _____ x	_____ =	
\$ _____					
	+3x (.0045)				

Year 5 or current age \$ _____ = \$ _____ x _____ =
\$ _____
+4x (.004)

3. Total Early Retirement Benefit: \$ _____

4. Total Months Eligible for Payment _____

5. Total Monthly Payment \$ _____

6. If you have chosen health insurance, the monthly premium will be deducted from each monthly payment. Health insurance after the final year of benefit must be paid directly to the Central Office.

7. Term life insurance will be paid by the Board of Education until the employee reaches age 62. The retiree will have the option of paying their own term life insurance until age 65.

Date _____

Approve by _____

Director of Special Education

Date to Payroll _____

Employee Request for
Consideration of Building Transfer
or Change of Assignment within Same Building

Date _____

Name _____

Requested Assignment and Building _____

Please Prioritize

Reason(s) for Transfer / Change of Assignment Request:

Qualifications for the Position Being Sought:

Employee's Signature

Date

Approved Denied

Department Chairperson's Signature

(Required only for change of assignment within same building)

Present Principal's Signature

Receiving Principal's Signature

Director of Special Education's Signature

Subject to Change as Resignations or Transfers Occur

Supplemental Contract
Butler County Special Education Interlocal

This contract, made and entered into this ___**th** day of _____ 20___, by and between the Board of Education of Butler County Interlocal No. 638, Butler County, Kansas, hereinafter called the "Board" and _____, hereinafter called the "Contractee."

The parties heretofore agree that the Contractee shall be employed by the Board as an employee of said Butler County Interlocal No. 638, Butler County, Kansas, for the school year _____, whose supplemental duties as defined by the Board and scheduled according to the Master Agreement, shall include the following:

<u>Supplemental Assignment</u>	<u>Salary</u>
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$ _____
Total Salary	\$

This contract shall become effective on or following _____, and terminates at the conclusion of the school term or season. Said salary payable in equal monthly payments throughout the contract year or season.

Pursuant to K.S.A. 72-5412a, this contract is supplemental to the provisions of the teacher's principal or primary contract, a copy of which is attached heretofore but is not part thereof.

WITNESS OUR HANDS on the day and year first written.

President, Board of Education

Contractee

Date

Attested by Clerk, Board of Education

