

NEGOTIATED AGREEMENTS

APPROVED BY

SOUTHWEST KANSAS AREA COOPERATIVE DISTRICT -

N.E.A.

AND

THE BOARD OF DIRECTORS OF THE

SOUTHWEST KANSAS AREA COOPERATIVE DISTRICT

2017-2018

The attached negotiated agreements, resulting from professional negotiations between the Southwest Kansas Area Cooperative District

- N.E.A. (SKACD - N.E.A.) and the Board of Directors of the

Southwest Kansas Area Cooperative District No. 613, for the 2017-2018 , are hereby approved

by the undersigned.

Josh Sigmund

SKACD - N.E.A.

John Maples

BOE SKACD 613

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Article No. 1

BY REFERENCE AGREEMENT

RESOLVED, that the following language be made a part of the individual professional Employee contract of the professional employees of the Southwest Kansas Area Cooperative District for the 2016-2017 school year.

All agreements made between the Board of Directors of the Southwest Kansas Area Cooperative District and the professional employees of said District, and ratified by the Board of Directors and the professional employees of said District, resulting from professional negotiations, pursuant to the provisions of K.S.A. 772-5413, *et seq.*, are hereby incorporated into this contract by reference, to become a part hereof as if fully set out herein, and shall be distributed to all professional employees of said District; provided, however, such agreements shall be limited to the time periods provided by each agreement, notwithstanding the provisions of the Kansas Continuing Contract Law.

CALENDAR ASSIGNMENT

Professional employees in the Southwest Kansas Area Cooperative District will use the school calendar of the school district designated as their home base. Each professional employee will be advised by the Director at the time of the offering of the employee's contract of the designation of the employee's home base for purposes of this agreement. In the event of transfer or reassignment of a professional employee during the school year, the Director shall advise the professional employee of a change in the designation of the employee's home base, if any, and the employee shall, upon such reassignment and transfer, use the school calendar of the school so designated as the home base.

**PROCEDURE FOR TERMINATION OF
NON-TENURED
PROFESSIONAL EMPLOYEES OF
THE SOUTHWEST KANSAS AREA COOPERATIVE DISTRICT – 613**

APPLICATION: This procedure applies only to professional employees not covered by statutory due process procedures. Further, this procedure applies only to termination of contracts before the expiration of the term of the contract, and not to non-renewal of contracts.

NOTICE OF TERMINATION: In all cases of termination to which this procedure applies, written notice of the proposed termination shall be served upon the professional employee to be terminated by the Director, or his/her designated representative, which notice shall:

- (1) State as specifically as possible, the reasons for the proposed termination.
- (2) Advise the professional employee of his/her rights under this procedure.
- (3) State whether the proposed termination involves immediate suspension from the classroom or position, and the date when termination shall become effective.

PERSONAL CONFERENCE: Within five (5) school days following receipt of a notice of proposed termination as above provided, the professional employee, if he desires to proceed under this procedure, shall request a personal conference with the Director or his/her designated representative, such conference to be held no later than five (5) school days following receipt of such request by the Director.

REQUEST FOR HEARING: Within ten (10) calendar days following such personal conference, the professional employee, if he/she desires to follow the procedure established by this agreement, shall serve a written notice upon the Director or his/her designated representative, requesting a hearing before the Board of Directors:

HEARING BEFORE THE BOARD OF DIRECTORS: Upon receipt by the Director of the written request for hearing, the Board of Directors shall conduct a hearing at which at least a quorum shall be present to review the proposed termination of the professional employee.

- (1) Time of Hearing: Said hearing shall be conducted no sooner than ten (10) calendar days nor more than thirty (30) calendar days from the receipt of the request for the hearing, unless by mutual agreement.
- (2) Open Hearing: The hearing shall be conducted at an open meeting of the Board unless the employee requests otherwise, in which case he/she shall be entitled to a meeting closed to the public.
- (3) Right to Counsel: The professional employee and the Board shall both have the right

to be represented by legal counsel or other representatives at the hearing.

(4) Witnesses and Evidence: The professional employee and the Board shall have the right to present and question witnesses, and either party may introduce the past and/or current evaluations and other documentary evidence at the hearing.

DECISION BY THE BOARD: The Board shall make a decision upon the proposed termination within forty-eight (48) hours following the hearing. The decision shall be based upon the evidence produced at the hearing and the action of the Board shall be by written ballot with a majority of the total membership prevailing.

REMEDIES: The Board, in reaching a decision upon the proposed termination, may employ any of the following remedies:

(1) Termination of the professional employee in accordance with the notice of proposed termination.

(2) Continuation of the employment for a given period of time and/or upon terms and conditions which the Board feels appropriate under the circumstances.

(3) Continuation of employment without conditions.

IMMEDIATE SUSPENSION UPON WRITTEN TERMINATION: If, in the opinion of the Director or his/her designated representative, the circumstances surrounding the proposed termination of any professional employee requires the immediate suspension of that employee, the notice of the proposed termination shall so state and the employee shall be, upon receipt of said notice, immediately removed from the classroom or other position of employment until such time as the Board, by its action, might reinstate the employee.

If, in the opinion of the Director or his/her designated representative, the circumstances surrounding a proposed termination of any professional employee are not such as to require immediate suspension as provided above, then the employee shall remain on the job until the effective date of the termination as set forth in the notice of proposed termination.

WAIVER OR PROCEDURE: Should the professional employee fail to proceed with any of the steps set forth herein within the time limits allowed, such failure shall be deemed a waiver of this procedure, and the termination shall become effective on the date stated in the notice.

VOLUNTARY TERMINATION OR WITHDRAWAL OF TERMINATION: At any time during the procedure as outlined above, the professional employee may tender his/her voluntary resignation to the Director, which shall terminate any further proceedings under this procedure.

At any time during the proceedings as outlined above, the Director may withdraw the notice of proposed termination by giving written notice of such to the professional employee involved, which notice shall terminate any further proceedings under this procedure. Upon notice of withdrawal of proposed termination, the professional employee involved shall be reinstated to all

rights and privileges of his/her position of employment as if no notice of proposed termination had been served.

Nothing contained herein, however, shall prohibit the Director from appropriate disciplinary action in the cases where the circumstances so require.

NON-DISCRIMINATION CLAUSE: The Board will not discriminate against any employee in the area of contract termination or non-renewal on the basis of race, religion, color, sex, age (under 70 years), length of service, physical handicap, national origin, or ancestry.

Teacher Due Process

When a teacher is given 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 request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of a contract.

The board shall hold such meeting at the next scheduled board meeting 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 provision of this section shall apply only to teachers who have completed five (5) consecutive years of employment as a teacher in the district and have started their sixth (6th) year in the district.

Article No. 4

TRANSFER AND REASSIGNMENT OF PROFESSIONAL EMPLOYEES

IN THE EVENT OF A TRANSFER OR REASSIGNMENT OF A PROFESSIONAL EMPLOYEE, a personal conference shall be held with the Director and the employee to be transferred.

FORMAL NOTICE of the transfer or reassignment shall also be given to the principals involved.

NOTIFICATION OF VACANCIES WITHIN THE SOUTHWEST KANSAS AREA COOPERATIVE DISTRICT: In order that teachers in the Southwest Kansas Area Cooperative District be advised of vacancies occurring in certified teaching staff and central office administrative staff within the district, the Director shall notify the employees of the vacancies on or about June 1, August 1 and February 1 of each year.

Employees wishing to make application for any such vacancy shall file their written request with the Director. Such requests from employees within the district shall be considered by the Director, along with other applications for the positions, and a selection made which will attempt to insure the highest quality of instruction for the students in each given situation.

REQUESTS FOR TRANSFER OR REASSIGNMENT BY EMPLOYEES WITHIN THE DISTRICT. Nothing contained herein shall prohibit any employee from requesting a transfer or reassignment.

REDUCTION IN PROFESSIONAL STAFF WORK FORCE

It is agreed by the parties that the Board of Directors has the responsibility of determining composition of the professional staff necessary to implement and maintain educational programs of the District. Any decision to reduce the number of professional staff will in all cases remain within the sole discretion and judgment of the Board. It is the policy of this District to use normal attrition of staff, i.e., resignations, retirement, leaves of absence, as the first means of achieving a reduction in professional staff. If, in the sole discretion of the Board of Directors, further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in the Agreement.

- (1) The Director shall prepare and present to the Board his/her proposal for staff reduction including the specific teachers to be terminated or non-renewed.
- (2) In making such recommendations, the Director shall give consideration to the maintenance of a sound and balanced educational program that is consistent with the responsibilities and functions of the school district. With respect to specifically which teachers will be reduced, the Director shall give consideration to factors which shall include, but not necessarily be limited to, the following: length of service in the district, licensure, educational degrees and training, past and current evaluations, and recommendations of building principals and administrative staff.
- (3) The Board, after giving consideration to the Director's recommendations, shall make its determination and shall notify the affected teacher(s) in writing and in accordance with state law where so required; provided, however, that any teacher's contract being terminated under this procedure shall continue in full force and effect for not less than thirty (30) days after receipt by the teacher of the Board's notification of the termination or non-renewal.

Section B. Re-employment Rights of Teachers Terminated or non-renewed as a Result of Reduction in Staff Work Force.

- (1) Any teacher who has been terminated or non-renewed as a result of the foregoing procedure shall no longer be considered an employee of the district and shall have no employee rights or benefits.
- (2) The district shall maintain for a period of two (2) years on a recall list the name or names of any teacher or teachers terminated or non-renewed in accordance with the foregoing procedure. It shall be the responsibility of the teacher to advise the district office of the teacher's current address and any changes in teaching qualification or licensure.
- (3) If a vacancy occurs within the district during the period while any

teacher(s) remains on the recall list whose current teaching license qualifies the teacher(s) for such vacancy, the Director shall notify such teacher(s) of the vacancy by mailing a notice thereof to the last address which the teacher has furnished to the district office. The teacher(s) so notified and desiring to do so may submit an application for the position within ten (10) days of the date said notice is mailed. If the teacher applying is currently and properly certified at the time of the recall notification for the position available, the teacher will be appointed to fill the position. If more than one teacher from the recall list who is currently and properly certified at the time of the recall notification applies for the position, the Director shall select from the recall applicants the teacher who in his/her judgment is best able to fill the position. Any teacher applying but not selected for the position shall retain recall rights during the remainder of the teacher's original recall period.

(4) If any teacher named on the list waives recall rights in writing, fails to accept a recall to a position for which the teacher has been selected, or fails to report to duty in the accepted position, the name of such teacher shall be removed from the recall list and such teacher shall have no further re-employment rights.

(5) Any teacher who is recalled under the foregoing provisions shall regain all employment benefits to which he/she was entitled at the time of termination or non-renewal. However, no benefits may be accrued during the period of unemployment and the teacher shall be subject to all changes in employment conditions which have been made in the interim.

PROFESSIONAL CONTRACT; RELEASE

- (1) All certified personnel must sign a contract, offered by the Board of Directors, to indicate acceptance of the conditions of the contract.
- (2) The contract period will be in accordance with the district's school year calendar where the certified staff member is assigned.
- (3) Written notification of re-employment or non-renewal must be delivered to certified personnel by May 1 of the current contract year.
- (4) In the event the employee wishes to resign from their position with the district effective at the end of the contract year, written notice of such resignation must be submitted to the Board on or before May 15, unless the resignation date is extended by virtue of the provisions of K.S.A. 72-5411 relating to the issuance by the Board of unilateral contracts.
- (5) If negotiations are successfully concluded, the Board will issue contracts reflecting the agreed upon changes within a reasonable time following the conclusion of negotiations. If the contract is issued after May 15, the employee must, absent a resignation filed with the Board on or prior to May 15, sign and return the contract within ten (10) days.
- (6) In the event negotiations are not successfully concluded and the Board issues unilateral contracts pursuant to the provisions of K.S.A. 72-5428(f), the employee shall within fifteen (15) days from the date the Board issues the unilateral contract either (1) resign their position, (2) reject the unilateral contract offered by the Board, in which case the employee will continue in the employment of the district under the terms and conditions of the previous years' contract, (3) sign and return the Board's unilateral contract which shall indicate acceptance of the same.
- (7) Any professional employee who has not given written notification of non-renewal by May 15, who nonetheless desires to be released from the continuing employment, may resign and be released from the employment for the current year upon written request for such release submitted to the Board on or before August 1, the payment of the amount of \$400.00 as and for liquidated damages, and the acceptance of such resignation by the Board. The liquidated damages shall be paid either by payroll deduction, or by cash payment, and shall be received prior to acceptance of the resignation. Upon payment of the liquidated damages as provided, the Board shall accept the requested resignation and employment termination at its next regularly scheduled meeting.

EARLY RETIREMENT PLAN

Any eligible employee may elect to take early retirement under the terms and conditions set forth in this plan. Early retirement is entirely voluntary and at the discretion of the eligible employee.

ELIGIBILITY: In order to be eligible for early retirement under this plan, the employee must comply with all of the following requirements:

- (1) Must be a current certified or licensed employee of SKACD #613 with 10 or more years of service with S.K.A.C.D; and
- (2) Must be at least 62 years of age and less than 65 years of age on or before December 31 of the calendar year in which the employee intends to retire; and
- (3) Eligible to receive the Kansas Public Employees Retirement System (KPERs) by other KPERs standards.

Compliance with the above requirements will be determined by the Director of Special Education, based upon the information supplied by the employee and or records in the Special Education office. The employee shall have the responsibility for providing all information necessary to establish eligibility and determine benefits to be paid under this plan.

APPLICATION: An eligible employee may apply for early retirement under this plan by submitting a written application to the Director of Special Education on or before the 15th day of January, preceding the anticipated retirement date. Such application shall include the following information:

- (1) A statement of the applicant's desire to take early retirement.
- (2) The anticipated date of retirement.
- (3) The applicant's birth date and age on the anticipated date of retirement.
- (4) The current mailing address and telephone number of the applicant.
- (5) The total number of years of applicant's service credit recognized by KPERs.
- (6) Whether the applicant desires health insurance coverage through the Coop district's health insurance program.

DETERMINATION: Following final action on the application, and subject to the benefits, terms and conditions as follow; the Director of Special Education will notify the applicant in writing of the final disposition and the date of retirement and amount of benefits to be paid under the plan. Thereupon, the applicant will, within 15 days of the date of the Director's notice, notify the Director in writing that the applicant either: (1) Elects to take early retirement

in accordance with the plan as set forth in the Director's notice, in which case the applicant shall be deemed to have submitted his resignation as an employee of the school district effective the date of retirement as established in the notice, or (2) Is electing not to take early retirement under the plan, and a failure on the part of applicant to file a written notice of election to take early retirement as provided shall be deemed a decision by applicant not to retire.

BENEFITS, TERMS AND CONDITIONS: An eligible employee who takes early retirement under this plan shall receive the following benefits and shall be subject to the following terms and conditions.

(1) The annual early retirement benefit to be paid to the employee shall be 20% of the base pay step 1 column 1.

(2) The annual benefit shall be paid in a lump sum to the employee in January each year during which the retirement benefit is in effect, commencing in January of the year immediately following the date of retirement.

(3) An employee taking early retirement under this plan shall have the option to maintain health insurance coverage through the Coop district's health insurance program until age 65. If the employee elects to maintain health coverage through the Coop district, the premium for the health insurance will be deducted from the annual benefit payment to the employee, or in the event no further payment is to be made, will be paid monthly by the teacher to the district business office.

(4) All early retirement benefits shall automatically terminate upon the death of the employee, with the exception of the health insurance option as provided above, at the end of the school year during the calendar year in which the employee attains 65 years. For purposes of this agreement the term "school year" shall mean that period from July 1 through June 30.

(5) All early retirement benefits will be subject to all applicable federal and state laws and regulations.

(6) The employee shall have the responsibility to keep the district informed of his/her current mailing address and telephone number during the time the employee is receiving early retirement benefits from the district.

TERMINATION OF EARLY RETIREMENT PLAN: The Board of Directors may terminate this early retirement plan at any time upon proper action of the Board. If the early retirement plan is terminated by the board, all employees participating in the plan at that time will continue in the plan under the terms and conditions set forth herein until the employee's eligibility expires.

LICENSURE

All teachers must hold a valid teacher's license. It is unlawful for the Board to issue any order for payment of the salary of any licensed employee who does not hold a license which is valid in the State of Kansas for the particular kind of work to be performed.

Funding for the program of special education services of the Board is in substantial part provided through categorical aid reimbursement from the State of Kansas. The state will not reimburse categorical aid to the Board for any teacher who loses or has had his/her teacher's licensure suspended.

In the event any teacher's licensure for the full term of teaching contract is canceled, lapses, non-renewed, is suspended, or is otherwise modified so as to render the teacher not qualified for the particular kind of work assigned to be performed under the teaching contract, such teacher shall be liable to and shall reimburse the Board for any and all loss, cost or damage sustained by the Board, including legal fees incurred in mitigation of any such loss, cost or damage, or the recovery of the liability of the teacher hereunder.

The provision of this section shall be in lieu of the provisions for liquidated damages set forth in Article No. 6, Section 7, which provisions are intended to cover circumstances other than loss of licensure.

SALARY SCHEDULE FOR 2016-2017 SCHOOL YEAR

Salaries and fringe benefits for all professional employees of the Southwest Kansas Area Cooperative District, exclusive of administrators, for the school year 2016-2017 shall be established on the following basis:

(1) The Salary Schedule incorporated herein, providing 8 columns and 20 steps per column for columns 1–2 and 21 steps per column for columns 3–8, is hereby adopted for the school year 2016-2017.

(2) The base salary in the Salary Schedule for professional employees on a nine-month contract shall be \$38,000.00.

(3) The Salary Schedule shall provide incremental compensation increases of \$700.00 per step, and per column or horizontal compensation increases as follow:

Column BS to BS+15	\$200.00
Column BS+15 to BS+30	\$500.00
Column BS+30 to MS	\$600.00
Column MS to MS+15	\$700.00
Column MS+15 to MS+30	\$800.00
Column MS+30 to MS+45	\$900.00
Column MS+45 to EdS	\$1,000.00.

(4) Professional employees under contract for the 2017-2018 school year, continuing in their employment and eligible, shall receive a step increment on the Salary Schedule from their placement for the 2016-2017 school year, unless any such employee has achieved the maximum permissible step.

(5) Each professional employee with full special education licensure (not waived or provisional) dated prior to September 15, 2017, shall receive a salary enhancement of \$1,000.00.

(6) Each professional employee who holds a national licensure or license dated prior to September 15, 2017, and who is assigned for the school year to a position or to perform duties which requires such licensure or license, shall receive a salary enhancement of \$1,100.00.

(7) Each professional employee with a specialist licensure, e.g., school psychologist, speech pathologist, occupational or physical therapist, O&M, dated prior to September 15, 2017, who is assigned for the school year to a position or to perform duties which requires such licensure, shall receive a salary enhancement of \$2,100.00.

(8) Each professional employee achieving longevity of employment with the Cooperative as of September 15, 2017, for the years of service set forth, shall receive a non-compounding salary enhancement for the school year in the amount as follows:

10 to 14 years of service \$ 750.00
15 to 19 years of service \$ 900.00
20 or more years of service \$1,250.00.

(9) Any professional employee designated by the Director as a Group Facilitator shall receive a salary enhancement for the school year of \$300.00.

(10) In addition to the salary to be paid pursuant to this Agreement, the Board of Directors shall contribute \$6,500.00 per year, toward the premium of the group health insurance coverage in the Cooperative's IRS Sec. 125 plan, for each professional employee participating in such health insurance program.

No professional employee shall be required to participate in the Cooperative's group health insurance plan, although any employee not participating shall not be entitled to any other compensation from the Board of Directors in lieu of the premium contribution.

With respect to part-time professional employees, the Board shall provide an amount of money proportionate to the amount of time the employee is contracted based on \$6,500.00 per year.

(11) Salaries and enhancements shall be prorated monthly for employees on 10 to 12 month contracts. Employees on contracts less than 1 FTE will be prorated on a percentage of FTE.

(12) A licensed employee retiring with full retirement and 100 accumulated sick days unused will receive a lump sum payment of \$2000. Request for reimbursement of sick days must be made when submitting a notice of retirement by January 15 of the retirement year. In addition, a licensed employee having resigned from the district with 100 accumulated sick days unused will receive a lump sum payment of \$500.00. A request for reimbursement of sick days must be made with a letter of resignation by April 15th of the resignation year. Should the number of unused days fall below 100 or should the employee fail to complete their responsibilities to the district, the reimbursement will not be granted.

Each new teacher is placed on the schedule according to the judgment of administrators and the Board of Directors. Payment according to placement on the salary schedule will be contingent on the ability of the Board of Directors to raise the budget and to have it accepted.

[Salary Schedule follows]

Years	I - BS	II-BS+15	III-BS+30	IV-MS	V-MS+15	VI-MS+30	VII-MS+45	VIII-EdSpe
1	38,000	38,200	38,700	39,300	40,000	40,800	41,700	42,700
2	38,700	38,900	39,400	40,000	40,700	41,500	42,400	43,400
3	39,400	39,600	40,100	40,700	41,400	42,200	43,100	44,100
4	40,100	40,300	40,800	41,400	42,100	42,900	43,800	44,800
5	40,800	41,000	41,500	42,100	42,800	43,600	44,500	45,500
6	41,500	41,700	42,200	42,800	43,500	44,300	45,200	46,200
7	42,200	42,400	42,900	43,500	44,200	45,000	45,900	46,900
8	42,900	43,100	43,600	44,200	44,900	45,700	46,600	47,600
9	43,600	43,800	44,300	44,900	45,600	46,400	47,300	48,300
10	44,300	44,500	45,000	45,600	46,300	47,100	48,000	49,000
11	45,000	45,200	45,700	46,300	47,000	47,800	48,700	49,700
12	45,700	45,900	46,400	47,000	47,700	48,500	49,400	50,400
13	46,400	46,600	47,100	47,700	48,400	49,200	50,100	51,100
14	47,100	47,300	47,800	48,400	49,100	49,900	50,800	51,800
15	47,800	48,000	48,500	49,100	49,800	50,600	51,500	52,500
16	48,500	48,700	49,200	49,800	50,500	51,300	52,200	53,200
17	49,200	49,400	49,900	50,500	51,200	52,000	52,900	53,900
18	49,900	50,100	50,600	51,200	51,900	52,700	53,600	54,600
19	50,600	50,800	51,300	51,900	52,600	53,400	54,300	55,300
20	51,300	51,500	52,000	52,600	53,300	54,100	55,000	56,000
21			51,850	52,450	53,150	53,950	54,850	55,850

ENHANCEMENTS:

Full Special Ed Certification:	\$1,000	National Certification:	\$1,100
		(Psych get Specialist: this)	\$2,100
Years with SKACD:		Fringe for Health Insurance:	\$6,500
10 to 14	\$750		
15 to 20	\$1,000		
20 plus	\$1,250		

Each new teacher is placed on the schedule according to the judgment of administrators and the Board of Directors. Payment according to placement on the salary schedule will be contingent on the ability of the Board of Directors to raise the budget and to have it accepted. The Board of Directors emphasizes that this is a minimum schedule and any employee may exceed the schedule with the approval of the Board.

Teachers who will have a change in classification must present certified transcripts for the change prior to September 15, 2017.

Normal increments may be withheld if the services of the teacher are deemed unsatisfactory or more than one increment may be granted if the Board of Directors deems it advisable.

IRS SECTION 125 - CAFETERIA BENEFIT PLAN

The Board of Directors shall participate in the Internal Revenue Service 125 Cafeteria Benefit Plan. Programs available under the plan shall include: (1) health insurance, (2) short term disability insurance, (3) group term life insurance, (4) dependent care services, and (5) medical reimbursement. The plan shall comply with all provisions and rules of the Internal Revenue Service. These plans are open for review in the business office of SKACD 613. The agency to administer dependent care and medical reimbursement will be selected solely by the Board and any administrative fees for such service shall be paid by the Board.

To calculate the 125 Plan participation, the salary and benefits for each employee are totaled for a gross amount and reduced by the cost of the above benefits selected by the employee, if any. Taxes are calculated on the employee's gross salary after the deduction for the costs of benefits selected resulting in a tax benefit for the employee.

Enrollment in the salary reduction program shall be completed no later than September 5, 2017 for new employees, January 1, 2018 for continuing employees; provided, that once the professional employee has so enrolled in the salary reduction program, the employee shall not have the option of changing coverages within the program for one calendar year, except in accordance with the terms and conditions as set forth in Section 125; provided, further, that as to professional employees new to the district, who are employed following the date of initial enrollment, such employees shall have the number of days as established by the company policy from the date of employment in which to enroll in the salary reduction program.

The Board of Directors shall provide each professional employee a description of the benefit coverage provided herein at least fifteen (15) days prior to the enrollment deadline, subject, however, to compliance with IRS guidelines.

In addition to the salary to be paid pursuant to this Agreement, the Board of Directors shall contribute \$6500.00 per year, toward the premium of the group health insurance coverage in the Cooperative's IRS Sec. 125 plan, for each professional employee participating in such health insurance program.

No professional employee shall be required to participate in the Cooperative's group health insurance plan, although any employee not participating shall not be entitled to any other compensation from the Board of Directors in lieu of the premium contribution.

With respect to less than nine month professional employees, the Board shall provide an amount of money toward the premium of the group health insurance coverage proportionate to the amount of time the employee is contracted based on \$6500.00 per year.

REIMBURSEMENT OF LICENSURE HEALTH COSTS

Commencing with the 1981-82 contract year, the costs incurred by a professional employee in complying with the requirements of the licensure of health provisions of K.S.A. 72-5213 (1980 Supp.), or Board of Director's policies or regulations adopted in accordance therewith, shall be reimbursed to the professional employee to the extent provided below, and subject to the following conditions.

Upon presentation to the Director, or his/her designated representative, of:

(1) A properly executed licensure of health form, evidencing no physical condition that would conflict with the health, safety or welfare of the pupils, and evidencing freedom from tuberculosis as established by chest X-ray or negative tuberculin skin tests; and

(2) Proof of payment by the professional employee of the costs incurred in obtaining said licensure of health, which costs are not covered by or reimbursable by insurance; said employee shall be entitled to reimbursement from the District in the sum of Fifteen Dollars (\$15), or the actual costs incurred, whichever amount is less. This agreement shall apply only to those professional employees actually under contract with the District at the time the costs involved are incurred. This agreement does not apply to initial employment health licensure.

Article No. 12

REIMBURSEMENT OF TUITION EXPENSE AND COLLEGE LOANS

In an effort to lessen the economic impact incurred by professional employees as a result of additional educational training, the Board of Directors and the professional employees of SKACD. #613 enter into the following agreement:

The Board may pay to an eligible full-time professional employee, at the time designated herein, one-half (1/2) (1/4 for less than full-time, but at least a half-time employee) of the tuition expenses incurred by said professional employee for completion of college credit hours required for teacher licensure by the State of Kansas, and/or specifically approved by the Director, subject, however, to the following conditions.

To be eligible for such reimbursement:

- (1) The professional employee must have completed at least one year of teaching under at least a half-time teaching contract with SKACD #613, and be under at least a half-time teaching contract with the District at the time reimbursement is to be made. The employment status of the employee shall be determined by the contract issued for the coming school year. This requirement may be waived by administration when necessary for licensure.
- (2) The professional employee must submit proof of payment by the employee of the tuition expenses for which reimbursement is sought.
- (3) All course(s) for which reimbursement is made must have the prior approval of the Director, and must apply toward an advanced degree program or be required for the employee's licensure.
- (4) The professional employee must submit proof of his/her successful completion of the course(s), by providing an official copy of his/her transcript.
- (5) The amount of payment to be made to the eligible full-time professional employee shall be one-half (1/2) (1/4 for less than full-time, but at least a half-time employee) of the tuition expenses charged by Kansas state colleges or universities for the course(s) completed or one-half (1/2)/one-fourth (1/4) the actual tuition paid by the employee whichever is less.

In the event the employee does not take the course(s) at a state college or university, the amount of reimbursement shall be figured on the average campus tuition expense charged by Kansas State Colleges or Universities for the same course description. The average campus tuition will be computed from the following state college and universities: Wichita State, Fort Hays State, Emporia State, Pittsburg State, Kansas State and Kansas University.

(6) The payment for reimbursement of tuition as provided above shall be paid to an eligible professional employee at the end of the first full month following the month in which the employee files the transcript evidencing successful completion of the course(s) with the Director, but no sooner than October 1.

The Board may pay to an eligible full-time professional employee up to \$1000 per semester to reimburse outstanding college loans for a maximum of ten semesters approved by the Director and subject to the following conditions.

To be eligible for such reimbursement:

1. The professional employee must be currently employed in a position where they are appropriately licensed either through a waiver, provisional, or full license through the State of Kansas.
2. The employee must submit the appropriate paperwork and all required supporting documents in a timely manner.
3. The professional must first apply for all applicable state and federal loan forgiveness programs. The amount reimbursed will be based on outstanding loans after forgiveness amounts.
4. Payments will be made in January for first semester applications and in September for second semester applications.

REIMBURSEMENT OF MILEAGE

Mileage will be paid to certified staff members that use their personal vehicles with administrative approval to travel between school assignments, in-services, or student related meetings at a school other than the home school. School vehicles will be used when available. Mileage submitted after the fiscal year has ended will not be reimbursed. Mileage will be paid at the approved state rate and subject to change as the said rate changes.

LEAVE POLICY

This leave policy applies to professional employees who are on the regular school payroll. It does not apply to those employees who are on a daily or hourly wage scale.

SICK LEAVE: There shall be on file in the office of the Director a cumulative absence record for each professional employee. When checking out at the end of the school year, each professional employee is to verify the record.

Each eligible employee shall begin the school year with nine (9) days of sick leave credit with pay, and days that are not used during the years shall accumulate to the credit of the employee up to a total of one hundred (100) days. In the event that the absence due to illness or injury exceeds the number of days as provided above, the salary of the substitute or replacement teacher shall be deducted from the professional employee's salary.

Professional employees who are on less than full time or less than a contract year basis shall have sick leave accrue on a proportionate basis. The employee's sick leave account shall be reduced by the equivalent of one day for each day missed if the reasons for this absence fall under the conditions of this policy.

One day shall be deducted for each day missed due to a personal illness or injury which prevents the employee from fulfilling his/her duties at school.

One day shall be deducted for each day missed due to pregnancy or childbirth; provided, no such leave for a period greater than four (4) consecutive weeks shall be permitted absent compelling medical circumstances certified in written form by a medical practitioner acceptable to the Director. Use of sick leave for adoptive purposes shall be administered on the same terms as use of sick leave for maternity purposes.

One day shall be deducted for each day missed due to a critical illness or injury to a person in the immediate family. "Immediate family" is defined as spouse, child, grandchild, parent, grandparent, or sibling, and child, grandchild, parent, grandparent, or sibling of spouse. "Critical" is defined as an illness or injury which requires the continual care or supervision of the professional employee while the member of the immediate family involved is confined in a hospital or institution or wherever. The determination of whether an illness or injury of an employee's immediate family is critical shall be determined jointly by the Director and the employee who missed work.

One day or partial day shall be deducted for each day or partial day for attendance at clinics for medical or dental diagnosis at physician's or dentist's direction. This allowance will not be made for a regular examination or normal health examination.

One day shall be deducted for each day missed due to a physical examination required by the government for entrance into governmental service.

DEATHS: No deduction from salary or sick leave shall be made for absence as the result of death in the immediate family, unless such absence exceeds five (5) school days. "Immediate family" is understood to be the same as previously defined in the sick leave policy, and in addition thereto the aunt, uncle, niece, or nephew of the teacher or teacher's spouse. The number of days of absence required as a result of the death of such additional family members shall be determined jointly by the Director and the teacher.

Requests for leave to attend the funeral of a non-family member shall be handled on a case-by-case basis, and may be granted under the provisions of personal leave.

APPROVED SCHOOL BUSINESS: No deduction from salary or sick leave shall be made for time missed when absence is by reason of approved school business as approved by the Director.

SCHOOL RELATED ABSENCE WITH FINANCIAL BENEFIT: Absence of a professional employee to judge a school contest or because of other school interest which results in financial benefit to the employee may be approved by the Director, but the employee is to be charged the cost of the substitute. In case the employee receives only expenses, no deduction shall be made.

ACADEMIC DAY: One day shall be allowed to a professional employee either to take academic examinations for or to receive an academic degree. No deduction in sick leave or salary will be made for this one day. In the event that two days are required, the cost of a substitute only will be charged for the second day.

ELECTED OFFICE: Subject to the prior approval of the Director a teacher may be granted a maximum of ten (10) days temporary leave in the event the teacher is elected or appointed to a local, state, or national governmental office, or is elected or appointed to a state or national office in a professional educational organization, the duties of which office require periodic absences to attend, statewide, regional (within or outside the state), or national meetings; provided, however, in the event the teacher received compensation from his/her elected or appointed office, the cost of a substitute shall be deducted from a teacher's salary. The total amount deducted however, shall not exceed the total amount received from such office. Additional days may be approved by the Director, but only at full deduction of salary.

ORGANIZATIONAL MEMBERSHIPS: At the beginning of each school year SKACD. - N.E.A. shall be entitled to ten (10) days of paid leave to be used by officers, state delegates, or members of the Association's negotiating team; provided, however, that no one individual may use more than two (2) such days, except that the President may use three (3) such days. Any days in excess of the maximum number of days allowed hereunder shall be granted only with full deduction in pay. All such leave shall be requested at least five (5) school days in advance of the leave, and must be approved in advance by the President of SKACD.- N.E.A., and the building principal, and the Director.

JURY DUTY OR SUBPOENA: If a professional employee is subpoenaed to appear in court or is to serve on jury duty, there will be no deduction in salary or sick leave.

EMERGENCY LEAVE: Leave of an emergency nature, other than sickness or injury as

previously defined, may be granted to the professional employee if it is unavoidable that the employee be absent from his/her school duties. The leave request shall be made at least two (2) days in advance, if at all possible. The requested leave must be approved in advance by the Director to constitute an excused absence. The circumstances of the situation shall be the determining factor as to whether or not full deduction of salary, substitute pay, or no deductions shall be made due to the absence. If the Director approves the requested leave, he/she shall, upon such approval, inform the professional employee of his/her determination of salary deduction, if any.

PERSONAL LEAVE AGREEMENT: Each teacher shall be allowed three (3) days of personal leave during the contract year, subject to the conditions set forth herein. This leave shall not be accumulative. This leave may be used for personal matters and no reason for the taking of such leave shall be required, however, reasons for the requested leave may be provided at the option of the teacher. At least two (2) days in advance of the use of such leave, classroom teachers must file a form of notification with the building principal and itinerant teachers shall notify the Director or his/her designee. The two (2) day advance notice requirements may be waived by the principal, or Director, in cases of emergency. Personal leave may not be used during the first and last week of school, nor immediately preceding or following a school vacation or holiday. If multiple leave requests are received in the same geographic area (northern, central, southern) covering any portion of the same period of time, the principal or director may deny any such requests if in his/her opinion the granting of such requests would adversely affect the delivery of services. In making such determination the principal or director shall take into consideration, among other factors, the availability of a competent substitute and whether a substitute is required. The reason for denying the request will be provided to the teacher. No request will be denied for arbitrary or capricious reasons.

In addition, if a teacher does not use his/her personal leave day during the school year, the day will be added to and become a part of the teacher's cumulative sick leave days. If at the end of the school year the teacher has the maximum number of sick leave days accumulated (100 days) or will have accumulated the maximum number of sick leave days at the beginning of the coming school year, then in that event, the teacher may apply for reimbursement of the unused personal leave days at the current school year substitute teacher wage. Payment will be made at the time summer checks are issued.

PROFESSIONAL IMPROVEMENT: Leave may be granted to professional employees for the purposes of professional improvement. This leave will not be restricted by number of days and shall be at the discretion of the employee. Approval must be granted by the Director. No deduction from salary or sick leave will be made for this purpose. The employee planning to use leave for professional improvement shall make arrangements at least one week in advance of the absence.

Professional improvement days shall be used for the purpose of visitation to view other instructional techniques or programs, or conferences, workshops, or seminars conducted by colleges, universities, or professional educational organizations.

ADOPTIVE LEAVE: Upon recommendation of the Director, a professional employee may be

granted leave for the purpose of adopting a child. The date of commencement of such leave will be determined by the employee and the Director, and full salary deduction shall be made for such adoptive leave.

Providing prior service has been satisfactory, and provided a satisfactory replacement can be found who is willing to fill the vacancy during the leave period, the employee will be guaranteed a position upon returning from said leave. In the event a suitable replacement cannot be found, the employee may still be granted leave, with the provision that he/she will be offered first choice of a comparable position when there is an opening. If the employee chooses not to take adoptive leave, days required in court or to attend other adoptive procedures may be granted under personal leave conditions stated in this policy. (Husband may be granted leave under personal leave.)

Sick leave will not accrue during the leave period, but the balance of accumulated sick leave will be retained.

MATERNITY LEAVE: Upon recommendation of the Director, an employee may be granted maternity leave not to exceed one year or extended beyond September 1 of the succeeding calendar year. The date the leave commences shall be determined by the employee and the Director. Full salary deduction shall be made for maternity leave. Providing prior service has been satisfactory, and provided a satisfactory replacement can be found who is willing to fill the vacancy during the leave period, the employee will be guaranteed a position upon returning from said leave. In the event a suitable replacement cannot be found, the employee may still be granted leave, with the provision that she will be offered first choice of a comparable position when there is an opening.

In the event of miscarriage prior to the beginning of maternity leave, the sick leave provision of this policy shall apply.

Sick leave shall not accrue during the leave period, but the balance of accumulated sick leave will be retained. (Husband may be granted leave under sick leave.)

EXTENDED LEAVE: Professional employees may be granted, subject to the approval of the Director and under the following conditions, extended leave for the following reasons:

(1) Exchange teaching: A leave of absence of up to two years may be granted to any professional employee, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or a cultural, travel, or work program related to his/her professional responsibilities.

(2) Political leave: A leave of absence not to exceed two years may be granted to any professional employee, upon application, for the purpose of campaigning for or serving in a public office.

(3) Study leave: A leave of absence not to exceed one year may be granted to the professional

employee for study related to his/her professional responsibilities or another area of educational specialization at an academic institution.

(4) Professional Leave: A leave of absence may be granted, upon application, for the purpose of serving as an officer of the K-NEA or the NEA.

(5) Military Leave: A leave of absence shall be granted to any teacher who shall be inducted into the armed forces of the United States or who enlists in any of the armed forces of the United States because of imminent induction. This leave of absence will be granted commensurate with current governmental policy.

In all cases of extended leave, the employee shall have completed five (5) consecutive years of satisfactory service with the district, and shall give written intent to return to the district upon completion of the leave.

Leave shall be granted contingent upon finding a suitable replacement willing to fill the vacancy during the leave period. In the event such an arrangement is made, the teacher will be guaranteed a position upon returning. In the event a suitable replacement cannot be found, the employee may still be granted leave, with the provision that he/she will be offered first choice of a comparable position when there is an opening.

With the exception of political leave (and that exception is removed if the employee is normally in the field of social science) and military leave, upon returning from extended leave, the employee will be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during that period. In the case of political and military leave, the employee will be placed on the next step on the salary schedule beyond which he/she was when the leave commenced.

Sick leave will not accrue during the leave period, but the balance of accumulated sick leave will be retained. All leave provisions under the extended leave section are subject to interpretation of Kansas school statutes and must be in compliance therewith.

CONTINGENCIES:

(1) When a teacher uses up all his/her sick leave, he/she will continue to draw the difference between his/her salary and the salary of the substitute until the close of the school year or until he/she returns to work.

(2) In case a school employee dies during the school year, the beneficiary of that person will receive pay for the amount of sick leave that the teacher had coming or one and one-half additional month's pay from the time of death, whichever is greater, excepting that in no case shall payments extend beyond the contract year.

(3) Absence by a teacher to visit with a spouse or child prior to reporting for military duty or prior to leaving for or returning from military duty, shall call for a full deduction of pay for days missed.

(4) In the event inclement weather conditions prevent the professional employee from fulfilling his assigned duties, the employee shall contact the Director, who shall, in turn, following consultation with the administration of the school or schools affected, advise the employee as to what course of action shall be followed.

(5) In the event an employee is absent pursuant to a leave granted under this policy and the cost of a substitute is to be assessed, this cost shall be assessed whether it is necessary to use a substitute or not.

GRIEVANCE PROCEDURE

PURPOSE: The purpose of this grievance procedure is to provide for the orderly and expedient adjustment of grievances of the individual professional employees of the Southwest Kansas Area Cooperative District.

DEFINITIONS:

- (1) A "grievance" is a complaint by a professional employee or a group of professional employees based on an alleged violation, misinterpretation, or misapplication by the school system of a law, a state regulation having the effect of law, a written contract, board policy, or administrative regulation.
- (2) "Professional employee" means any person employed by the Board of Directors of Southwest Kansas Area Cooperative District in a position which requires a license issued by the State Board of Education or employed in a professional education capacity by the Board, except administrative employees.
- (3) "Administrative employee" means any professional employee who is employed by the Board of Directors of Southwest Kansas Area Cooperative District in an administrative capacity.
- (4) "Grievance panel" shall be comprised of at least five (5) professional employees who shall be selected annually by the SKACD-NEA and the names of the panel submitted to the Director at the commencement of each school year.
- (5) "Hearing panel" shall consist of three (3) members to be selected as follows:
One member selected by the professional employees filing the request for hearing.
One member selected by the Director
One member selected by the above two.

A new panel shall be so selected for each request for hearing, but may include members who have previously served in that capacity.

GENERAL RULES:

- (1) Since the resolving of a grievance should be expedited as much as possible, the time limits of each step of the procedure shall be regarded as maximum and every effort should be made to use fewer than the maximum number of days. Time limits, however, may be extended by mutual agreement when circumstances justify doing so. If, however, no extension of time has been mutually agreed to, and the maximum time in any given step of the procedure has expired and no action has been taken by the administrative employee as provided by this procedure, then, in that event, the professional employee filing the grievance may consider the decision to be adverse to his position and may proceed to the next step as provided in this grievance procedure. If the professional employee filing the grievance fails to proceed to the next step of the procedure as provided therein within the maximum time allowed, the grievance shall be deemed to be

abandoned and the procedure set forth to be waived.

(2) To be entitled to the benefits of the procedure hereinafter outlined, the professional employee must submit the grievance as provided in Step 1 within ten (10) school days of the occurrence which has given rise to the grievance.

(3) All documents, communications, and reports dealing with the processing of grievances shall be filed by the school system separately from the personnel files of the professional employees. The Director, or his/her designated agent or representative, shall cooperate with the grievance panel in the investigation of any grievance before it and shall make available to said panel such information as the Director judges to be pertinent to the issues under investigation.

(4) Should the processing of any grievance require a teacher or his/her representative to be absent from his/her regular assignment, he/she shall be released without loss of pay or benefits.

(5) Grievances filed toward the close of the school year shall be expedited insofar as reasonably possible, with the intention of completing the processing before the close of the school year. If completion cannot be accomplished, the processing will be re-established at the beginning of the new school year.

(6) All issues and evidence upon which the professional employee intends to rely in connection with his/her grievance shall be presented to the grievance panel.

PROCEDURE:

Step 1: A professional employee having a grievance shall discuss it with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2: If the matter is not resolved informally within five (5) school days, the grievance shall be stated specifically in writing and presented to the supervisor by the professional employee, and thereafter be considered as a formal grievance to be dealt with as hereinafter provided. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall render a decision thereon in writing and present it to the professional employee with a copy to the Director.

Step 3: If the professional employee initiating the grievance is not satisfied with the written decision at the conclusion of Step 2 and wishes to proceed further under this grievance procedure, the professional employee may, within five (5) school days, present the grievance in writing to the grievance panel for its consideration.

Within ten (10) school days following receipt of the written grievance from the professional employee, the grievance panel shall render a decision that (1) the grievance is a valid grievance, or (2) the grievance is not valid; provided, however, that the panel may request additional information concerning the grievance and shall deliver to both the employee and the Director a copy of such request and a copy of any and all information resulting from such requests. Within ten (10) school days following the date of the requested information, the panel shall render its decision.

If the grievance panel determines that the professional employee has a valid grievance, the chairman shall notify the employee in writing with a copy to the Director, and the aggrieved party may pursue his/her grievance by filing a written appeal of the decision at Step 2 with the Director within five (5) school days after he/she has received notice of the decision of the grievance panel.

Should the grievance panel determine that the alleged grievance is not valid, the chairman shall so notify the professional employee in writing, with a copy to the Director, and this procedure is thereby terminated as to the particular grievance under consideration.

Step 4: Within five (5) school days after receipt of the appeal filed by the professional employee at the conclusion of Step 3, the Director, or his/her duly authorized representative, shall hold a closed hearing with the certified employee, and his/her representative, if any, and the chairman of the grievance panel. The Director or his/her designated representative shall have the right to request the attendance at such hearing of any other persons he/she deems necessary to assure proper and expedient disposition of the grievance.

The Director, or his designated representative, shall render a decision in writing to the professional employee and chairman of the grievance panel within five (5) school days after the conclusion of the hearing.

Step 5: If the professional employee is not satisfied with the decision at the conclusion of Step 4, the professional employee may file a written request with the Director, within five (5) school days after receiving the decision at Step 4, that the grievance be submitted to a hearing panel.

Within five (5) school days after receipt of the request for hearing, the Director and the professional employee shall select one member each to serve on the hearing panel and shall so notify the other party and the chairman of the grievance panel of their selections.

Within ten (10) school days after both members have been thus appointed to the hearing panel, said panel members shall mutually select a third member of the hearing panel and shall notify the Director, the professional employee, and the chairman of the grievance panel of their selection. In the event the two members of the hearing panel cannot agree as to a third member of the panel, then they shall so notify the Director, professional employee, and the chairman of the grievance panel; and, thereupon, two new members shall be appointed, one by the Director, and one by the professional employee, and the same process shall be followed until a third member is mutually selected.

The hearing panel shall hear the matter promptly in closed session and will issue its recommendation not later than ten (10) school days from the date of the close of the hearings or hearing. The recommendation of the hearing panel shall be in writing and shall set forth the findings of fact, reasons, and conclusion, upon which the recommendation is based. The recommendation shall be immediately submitted to the teacher and the Board of Directors.

The costs for the services of the hearing panel, including expenses, if any, shall be borne equally

by the Board of Directors and the professional employee requesting the hearing.

Step 6: Within twenty (20) school days following receipt of the hearing panel's recommendation, the Board of Directors shall, at a special meeting called by the President of the Board, consider the recommendation of the hearing panel, hear oral argument, or receive written briefs from the professional employee and the Director, or his/her designated representative, and render its decision concerning said grievance.

The decision of the Board shall be final and shall constitute the final step in this grievance procedure.

RIGHT TO SEEK JUDICIAL DETERMINATION: Nothing contained herein shall be in any way construed or be deemed as a waiver of the rights of the professional employee or the Board of Directors to seek and obtain a determination as to the merits of the grievance by any court of competent jurisdiction; provided, however, that the above grievance procedure must be completed and a decision rendered by the Board of Directors before either party may seek such judicial determination.

Article No. 16

INSERVICE

SKACD will provide a minimum of one District-wide inservice per year. In addition, optional inservices will be provided throughout the year.

Teachers attending SKACD orientation or inservice held prior to the first day of the contract year will be paid the SKACD Substitute rate per whole/half day, as appropriate.

EXTRA DUTIES

Any professional employee assigned additional work responsibilities by virtue of a program or position being vacated during the school year, or filled by a “waivered” employee who in the opinion of the administration requires assistance due to inexperience or qualification, shall be compensated for any additional work at the rate of \$20.00 per hour. Provided, that any additional work responsibilities shall be assigned in writing by the administration, identifying in connection therewith the work to be performed and the duration of the assignment, and the professional employee shall be required to account for time expended in performance of such work by completing and submitting a time sheet.

Certified employees will be reimbursed at a rate of \$30.00 per hour for extra duties outside the duty day that have been pre-approved by SKACD administration.

EMPLOYEE APPRAISAL

Evaluation shall be conducted in compliance with K.S.A. 72-9003. Personnel assigned to a building, will be evaluated by the building principal or his/her designees following local district procedures with the local evaluation form. In addition, the employee will be rated by the local administrator, using the SKACD appraisal instrument.

Persons to be evaluated should participate in their evaluations, and shall be afforded the opportunity for self-evaluation.

Every teacher, in the first two consecutive years of their employment, shall be evaluated at least one time per semester not later than the 60th school day of the semester. During the third and fourth years of employment, every employee shall be evaluated at least one time each school year not later than February 15. After the fourth year of employment, every employee shall be evaluated at least once in every three years not later than February 15th in the school year in which the employee is evaluated.

If an employee believes that an evaluation is incomplete, inaccurate, or unfair, he/she may request a meeting with the SKACD Director or his/her designee to review the evaluation. The SKACD Director may include the evaluating administrator in this meeting. This request must be made in writing not later than 10 school days after the evaluation conference. The SKACD Director or his/her designee will grant this request within 10 school days of receiving the request.

PERSONNEL FILES

- (1) SKACD shall maintain only one file per employee. This file will be maintained at the District office.
- (2) The teacher shall have the right to access and copy any material in his or her personnel file.
- (3) The teacher shall have the right to file a written response to any other material in the personnel file and the response shall be affixed to the material and placed with it in the employee's file.
- (4) There shall be no anonymous data placed in the teacher's file.
- (5) The teacher will have the right to request to the board to remove any document after three years.
- (6) If any type of an evaluative or disciplinary nature is placed in the file, the employee will be notified and a copy made available within 10 business days.
- (7) Access to the personnel files will be restricted to the following parties:
 - a. the supervisor of the teacher
 - b. the SKACD administration and administrative staff
 - c. others as provided by state law – K.S.A. 72-9005
- (8) Anything that is evaluative or disciplinary in nature will not be placed in the file without a written notice provided to the employee within 10 business days.

Article No. 20

CASELOADS

During the 2012-2013 school year, NEA and SKACD 613 will create a committee to continue studying caseload caps with the intent of considering caseload caps for all teachers in future years. The committee shall be comprised of no more than six members with at least three teachers. The SKACD NEA president will appoint the teacher representatives to the committee.

PREPARATION TIME

All SKACD certified and licensed staff will have, in addition to their lunch period, daily preparation time during which they will not be assigned to other duties. Preparation time will correspond to the preparation time allowed regular education teachers in the building to which the teacher is based. Licensed special education staff, after consultation with the Building Principal, will be responsible for scheduling said preparation time.

DRUG FREE WORK PLACE

The Board of Directors and SKACD-NEA believe that maintaining a drug free work place is important in establishing an appropriate learning environment for the students of the district. The manufacture, use, possession, sale, transfer, or purchase of drugs or other controlled substances in any unlawful or unauthorized manner by a district employee is prohibited on school property or at any school sponsored event.

As a condition of employment in the district, employees shall abide by the terms of this policy. Any employee violating this policy shall be referred to the appropriate authorities for possible criminal prosecution. Any employee charged under a criminal drug statute which would constitute a violation of this policy may be temporarily suspended with pay, transferred, or reassigned by the Director pending final disposition of such charges.

Any employee who is convicted under a criminal drug statute which would constitute a violation of this policy must notify the Director or his designated representative of the conviction within five (5) days after the conviction.

Any employee who is convicted under a criminal drug statute for the manufacture, sell, transfer, purchase with intent to sell, or possession with intent to sell of any drugs or other controlled substances in any unlawful or unauthorized manner on school owned property or at any school sponsored event may be suspended without pay, transferred, reassigned or terminated.

Any employee who is convicted under a criminal drug statute for the use, possession, or purchase for the employee's use only, of an illegal drug or other controlled substance in an unlawful or unauthorized manner on school owned property or at any school sponsored activity may be suspended with pay or placed on probationary status. The convicted employee, at the employee's expense, shall be required to successfully complete the requirements of an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The failure of the employee to successfully complete such program may be grounds for termination. A second conviction for the same or similar offense may result in the employee being suspended with or without pay, transferred, reassigned or terminated.

Enforcement of this policy shall be by the Directors and/or the Director or his/her designated representative. Each employee in the district shall be given a copy of this policy.

This policy is intended to implement the requirements of the Federal Regulations promulgated under the Drug Free Work Place Act of 1989, 34 CFR Part 85, Subpart F. It is not intended to supplant or otherwise diminish disciplinary personnel actions which may be taken under existing laws or the negotiated agreement.

EFFECT AND DURATION OF AGREEMENTS

It is agreed by and between Southwest Kansas Area Cooperative District - N.E.A. (SKACD.- N.E.A.) and the Board of Directors that the Board of Directors, on its own behalf and on behalf of the electors of the District, retains, subject only to the express terms of the foregoing agreements, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and the United States of America. The exercise of such powers, rights, authority, duties and responsibilities by the Board, including, but not limited to the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express and specific terms of the foregoing agreements, and then only to the extent that such specific and express terms of those agreements are in compliance with the Constitution and laws of the State of Kansas and the United States of America.

It is understood and agreed that the Board of Directors retains the right and authority to make unilateral changes in any and all policies, rules, regulations, customs and practices, including, but not limited to such policies, rules, regulations, customs and practices which may pertain to, or in any way, directly or indirectly, affect the terms and conditions of professional service of the professional employees of the District, even though such terms and conditions of employment may be by statute or by case decision mandatorily negotiable pursuant to K.S.A. 72-5413, *et seq.*, except only as such terms and conditions of professional service are expressly established by virtue of the foregoing agreements, which agreements may not be unilaterally changed during the term of said agreements, without the mutual and voluntary consent of both the SKACD N.E.A and the Board of Directors in a written and signed amendment to said agreements; provided further, that the Board of Directors, through the Director or his/her designated representative, shall notify SKACD N.E.A. of any proposed substantive changes in written Board policies, the subject of which would be a mandatorily negotiable item pursuant to K.S.A. 72-5413, prior to final adoption thereof by the Board of Directors. For purposes of this agreement, notification to the President of SKACD N.E.A., or in the absence of the President to any officer of SKACD.- N.E.A., shall constitute notice to SKACD N.E.A. in satisfaction of the requirements of this agreement. Such notification shall be in writing and shall contain the wording of the policy under consideration. Such notice shall be served upon the SKACD N.E.A. at least ten (10) calendar days prior to the time the Board is scheduled to take final action on the policy. In the event SKACD N.E.A. desires to present the item for negotiation, the President, or his/her designated representative, shall submit to the Director within seven (7) calendar days of receipt of the notice of such proposed change, a written request for negotiation concerning such item. The written request for negotiation shall state the specific objections to the proposed policy and wording which would be acceptable to SKACD.-N.E.A. Upon receipt of such demand for negotiation, the Director will communicate such demand to the Board of Directors, which shall postpone final action therein pending the outcome of the following procedure. Upon receipt of a demand for negotiation, the Board of Directors in its sole discretion may pursue any or all of the following procedures:

(1) Request an immediate conference with representatives of SKACD- N.E.A. for the purpose of attempting to clarify and/or amend the proposed policy. If such conference(s) result in mutually

acceptable clarifications and/or amendments, SKACD- N.E.A. shall withdraw the request for negotiation of the item, and the policy, as agreed to during such conference(s), may be immediately adopted by the Board of Directors; and/or

(2) Request immediate opening of formal negotiations concerning the item pursuant to K.S.A. 72-5413, *et seq.*; provided, that if agreement concerning such item is reached prior to January 31, the demand for negotiation will be withdrawn and the policy as agreed upon may be immediately adopted by the Board of Directors; and/or

(3) Withdraw the proposed policy change, in which case the presently existing policy, or lack of policy, shall continue in effect and the demand for negotiation shall become moot; and/or

(4) Consider the item as listed for negotiation, pursuant to K.S.A. 72-5423, in which case the item shall be dealt with as a demand for negotiation by SKACD- N.E.A. during the current negotiating session; provided, however, that the Board of Directors does not, by virtue of this provision, waive its right to contest the negotiability of any item so listed.

In the event a demand for negotiation is not received within the time limit established above, or in the event such a demand for negotiation is made but is withdrawn prior to or during negotiations, the Board of Directors shall have the right and authority in its sole discretion to adopt such policy and/or take whatever action it deems in the best interest of the District with regard to such policy. It is further understood and agreed, however, that nothing contained herein shall in any way prevent SKACD-N.E.A. from proposing or listing any mandatorily negotiable item for consideration in future contract negotiations pursuant to the provisions of K.S.A. 72-5423.

The foregoing agreements, including this agreement, shall govern the rights of the Board of Directors and SKACD-N.E.A. as to the specific items set forth during the period of July 1, 2015, through June 30, 2016; provided, however, that in the event of a failure of the parties to successfully negotiate a successor agreement for the period July 1, 2016, through June 30, 2017, these agreements shall remain in effect for the purpose of the continuing contract law pursuant to the provisions of K.S.A. 72-5411, until superseded by a subsequently ratified successor agreement; provided, further, that nothing contained herein shall prevent the Board of Directors upon the completion of negotiations, absent a ratified agreement, from issuing unilateral contracts, in which case each professional employee in the employment of the District at the time of the issuance of such contract, shall accept the Board's unilateral contract, or a continuation of the present contract, including all terms and conditions as set forth herein, or tender his/her resignation as provided by statute.

Article No. 24

TERM OF AGREEMENT

This negotiated agreement shall remain in effect during the 2015-2016 school year and may be amended only by mutual written agreement of the parties.

Article No. 25

PROFESSIONAL DEVELOPMENT POINTS

Professional Development Points from a previous employee may be transferred into USD 613's system for re-licensure provided that the PDC clerk gets a certified PDC transcript from the sending employer. It is the employee's responsibility to request said transcript from the sending district. These points may not be used for movement on the salary schedule.

Article No. 26

SAVINGS CLAUSE

It is agreed that should any of the foregoing agreements be declared to be in violation of law by a final decision of a court of competent jurisdiction, the illegal agreement shall be deemed null and void, but all other agreements shall remain in full force and effect.