

NEGOTIATED AGREEMENT

BETWEEN

SEDGWICK COUNTY AREA EDUCATIONAL
SERVICES INTERLOCAL COOPERATIVE #618

AND

SPECIAL SERVICES-NEA
TEACHER'S ASSOCIATION

GOVERNING THE

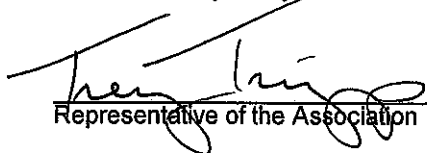
2019-2020 SCHOOL YEAR

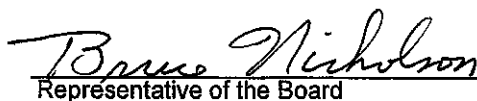
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PREAMBLE

This AGREEMENT was made and entered into as of the 15 day of August 2019, by and between the SEDGWICK COUNTY AREA EDUCATIONAL SERVICES INTERLOCAL COOPERATIVE #618, hereinafter referred to as the "Board", and SPECIAL SERVICES-NEA, hereinafter referred to as the "Association". Whereas, representatives of the Board have met with representatives of the Association and have negotiated in good faith the terms and conditions of professional services and do hereby ratify the AGREEMENT.


Representative of the Association


Representative of the Board

8-15-19
Date

8-15-19
Date

This AGREEMENT was ratified by the Association on 8/15/19 and by the Board on 8/13/19.

The AGREEMENT set forth herein and ratified by both parties shall become a part of the official minutes of the Board.

DEFINITIONS

COOPERATIVE:	Sedgwick County Area Educational Services Interlocal Cooperative #618.
BOARD:	The nine (9) member Board of Directors of the Sedgwick County Area Educational Services Interlocal Cooperative.
EXECUTIVE DIRECTOR:	The employee of the Board who serves as the chief administrator of the Cooperative.
DIRECTOR OF HUMAN RESOURCES:	The employee of the Board who serves as the primary administrator responsible for human resources.
ASSISTANT DIRECTOR:	The employee of the Board who serves as administrative assistant to the Executive Director.
LICENSED PROFESSIONAL:	Any person employed by the Board in a position which requires a certificate/license issued by the Kansas State Board of Education or employed in a professional educational or instructional capacity, but shall not mean the Executive Director, Director, or the Assistant Director who are administrative employees.
ASSOCIATION:	Special Services-NEA, affiliated with KNEA and NEA, is the local organization which has been designated by a majority of the licensed professionals of the Cooperative to represent them in bargaining the terms and conditions of professional services with the Board.
DAYS:	Except as otherwise specified, the term days shall mean working contracted days and referred to as either teaching or non-teaching professional days.
BARGAINING UNIT:	The bargaining unit has been defined to include: teachers, speech therapists, school psychologists, and social workers.

GENERAL PROVISIONS

BOARD'S RIGHTS:

The Board, on its own behalf and on behalf of the Boards of the participating nine (9) school districts, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and of the United States.

The exercise of the powers, rights, authority, duties, and responsibilities by the Board; 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 specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in compliance with the Constitution and laws of the State of Kansas and of the United States.

DURATION CLAUSE:

This Agreement shall govern the rights, as provided in this Agreement of the Board and the Association during the effective period from July 1, 2019 through June 30, 2020. This Agreement, together with all the terms, conditions, and effects thereof, shall expire on June 30, 2020.

SAVINGS CLAUSE:

If any provision of this Agreement or application of the Agreement to any employee or group of employees is held to be contrary to the 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. Representatives from the Administration and the Association shall enter into discussions to present a joint recommendation to replace the provision found to be contrary to the law. If the joint recommendation is found acceptable to the Board and the Association, it shall become a part of the Agreement.

REFERENCE CLAUSE:

The provisions set forth in this Agreement shall, by reference, become a part of the licensed professional's individual contract with the same force and effect as though fully set forth therein.

DISTRIBUTION ELECTRONICALLY OF THE AGREEMENT:

This Agreement shall be made available electronically to all members of the certified staff within ten (10) calendar days after the Agreement has been ratified and signed by both parties. In addition, a copy of this Agreement will be made available for review by any licensed professional who is being considered for employment and shall be made available on the Cooperative's website.

ASSOCIATION RIGHTS:

A. Association Rights:

1. Exclusive Recognition:

The Board recognizes the Association as the exclusive and sole representative of all professional employees of the recognized bargaining unit, except administrative personnel, for the purpose of professional negotiations.

2. Access to Information:

The Board agrees to furnish the Association, upon request, all available public information. The information shall include but not limited to; annual financial reports, audits, register of certificated personnel, budgets, agendas, and minutes of Board meetings, and treasurer's reports. Such information shall be provided or made available within a reasonable time and only in the form available.

3. Board Agenda:

The Association has the right to request items to be placed on the Board agenda. Such request shall be handled consistent with Board policies and procedures on Board agendas.

4. Use of Facilities, Equipment, Bulletin Boards, and Mail Boxes:

The Association shall have the right to reasonable access to facilities and the use of equipment owned by the Cooperative.

The individual using such equipment shall be responsible for repair or replacement costs beyond normal wear and tear if the equipment is damaged, stolen, or lost. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

The Association shall have the right to reasonable access to facilities, equipment, bulletin boards, and mail boxes owned by the districts subject to the provisions and approval of the local district.

5. Association Leave:

At the beginning of each school year, the Association, shall be credited with eight (8) days of temporary leave that may be used by licensed professional representatives of the Association to attend meetings relating thereto. On those occasions whereby the employment of a substitute(s) is necessitated, the actual cost of such substitute(s) shall be borne by the Association. Requests for Association leave shall be made to the Executive Director or designee through the building principal no less than seventy-two (72) hours prior to the planned absence.

CONTRACT YEAR/CONTRACT DAY

A. Contract Year:

1. The contract year for licensed professionals, except those on extended contracts and licensed professionals new to the Cooperative, shall be for 191 days, consisting of teaching and non-teaching professional days. 189 of these days shall be for working in the district or districts to which the licensed professional is assigned. Two (2) of these days shall be for work under the supervision of the Cooperative Executive Director. Should a member district not require the services of the licensed professional for 189 days, the Executive Director may designate other work days for such licensed professional so that the total days worked is 191 days.
2. Licensed professionals whose contract is for 191 days and work in a district with more than 189 days on their calendar, will be (compensated by the local district or) given a mutually agreed upon compensation day for each day in excess of 191. The licensed professional must establish each date to be used for compensation at least 72 hours in advance of utilizing such requested leave. Each mutually agreed upon day, must be decided between the licensed professional, building/district administration, and approved by the Cooperative administration. If the agreed upon date requires a substitute licensed professional, the licensed professional will complete the local district leave form and the local district will be responsible for the payment of any required substitute licensed professional salary.
3. Licensed professionals new to the Cooperative shall have three (3) additional days scheduled by the Executive Director for orientation prior to the opening of the regular contract year, or at designated times during the contract year.

B. Contract Year - Less Than Full Time:

1. Any licensed professional contract, of less than full-time, shall be pro-rated as follows:
 - a. Licensed professionals working less than a full day, but at least (1/2) one-half day for one year, will be considered as having earned one full years experience.
 - b. The contract amount for full-time duty shall be determined on the salary schedule.
 - c. The licensed professional's duty time shall be divided by duty time required of full-time licensed professionals.
 - d. The resulting fraction shall be multiplied by the amount determined in item (b) above to determine the amount of the contract for any licensed professional who is employed for less than full-time.
2. All leave and fringe benefits for less than full-time licensed professionals shall be determined in the same manner as is established to determine salary.

C. Contract Day:

1. The length of the contract day for licensed professionals of the Cooperative will be the same number of hours as licensed professionals of the district at their base school. The length of the day for itinerant licensed professionals may vary from this provision if approved by the Executive Director.

2. Preparation and Lunch Time: Each licensed professional shall be provided time free from student interaction or other assigned duties for both preparation and lunch. This time shall be equal to at least the minimum allotted to the regular education licensed professionals in the building where the licensed professional is assigned.

D. Release from Contract:

Licensed professionals, when submitting a letter of resignation after the required licensed professional notification date established by State statute, will be released by the Cooperative from contractual obligations provided the following fees are attached to said letter:

Resignation Received in the Special Education Office After the Required Licensed Professional Notification Date, Established by State Statute

1 – 15 calendar days	\$1,000.00
16 – 30 calendar days	\$2,000.00

Resignations submitted on or after 31 calendar days from the mandatory notification date, established by State statute, will be accepted only if a suitable replacement can be found and are subject to a fee of \$3,000.00. The Board of Directors reserves the right to waive the above listed requirements.

The licensed professional may reduce their paycheck, after taxes, upon completing a written request by the licensed professional on a Board and Association approved form for payment of the above listed fee.

E. Early Resignation Notice:

For a notice to the Board of a resignation or retirement at the end of the current school year, the following incentives will be provided to the resigning/retiring licensed professional if the notice is provided in writing to the Board by the following dates:

On or before December 15.....	\$750.00
On or before January 15	\$500.00
On or before February 15.....	\$250.00

TEMPORARY LEAVE POLICIES

A. Temporary Leave Accumulation:

Each licensed professional of the Cooperative, who is under contract for a full year, will be granted fifteen (15) days of temporary leave on the first day that the licensed professional reports to work in any contract year. Unused temporary leave days shall be accumulated to a maximum of seventy-five (75) days. Temporary leave days accumulated to seventy-five (75) days plus the fifteen (15) days issued each year, will be the maximum number that may be held by any licensed professional.

A licensed professional under an extended contract, will be granted one (1) additional day of temporary leave for each twelve (12) days of extended contract to be computed to the nearest one-half (1/2) day.

Temporary leave days will be prorated for any licensed professional who is employed for less than a full contract year.

Each licensed professional will be furnished an accounting of the number of accumulated days of temporary leave available at the beginning of each contract year and when administratively feasible monthly thereafter.

B. Provisions For the Use of Chargeable Temporary Leave:

1. Personal Illness or Disability:

The accumulated days of temporary leave may be used by the licensed professional to cover absences on account of his/her personal illness or disability.

Medical disability associated with pregnancy will be treated as any other medical disability. Medical disability associated with the adoption of a child will be granted as follows:

Birth of Child up to and including 1st Birthday up to six (6) weeks
After child's 1st Birthday up to and including 4th Birthday..... up to four (4) weeks
After child's 4th Birthday up to and including 16th Birthday up to two (2) weeks

2. Illness, Disability or Death in the Immediate Family:

The accumulated days of temporary leave may be used by the licensed professional to cover absences on account of illness, disability or death to members of the immediate family.

The licensed professional may use a maximum of five (5) days, during any contract year, on account of death of members of the immediate family. Additional days of bereavement, in cases involving the immediate family, may be granted upon petition to the Board.

The immediate family shall mean the husband, wife, (step)mother (in-law), (step)father (in-law), (step)brother (in-law), (step)sister (in-law), daughter (in-law), son (in-law), (step)grandparents, (step)grandchildren, (s t e p) g r e a t - g r a n d p a r e n t s , step-children, or any other person living in the immediate household.

3. Job Related Illness or Disability:

Under the provisions of the Kansas Worker's Compensation Law, the Board will continue to provide coverage for all licensed professionals.

A licensed professional may use his/her accumulated temporary days of leave to cover absences due to job related illness or injury; however, the compensation paid to the licensed professional for such temporary leave shall be reduced by the amount the licensed professional receives in workers' compensation benefits.

A licensed professional who contracts a compensable illness or sustains an injury in the course of his/her employment, shall notify the Cooperative office and file the worker's compensation claim form within ten (10) days following the date the injury occurred as required by law.

If a member of the licensed staff is injured by a student (or parent/legal guardian of a student) while engaged in an activity required of the assignment for which the injured employee is being paid by the Cooperative, the injured staff member shall be entitled to paid leave for medical treatment or care directly and substantially linked to the injury if such care must be provided during contract time. This paid leave will not be deducted from the staff member's general leave awarded through the negotiated agreement. The Cooperative administration may request physician confirmation that the medical treatment is associated with the work-related injury and required for the treatment of that injury. This protection would include spontaneously occurring events in which a staff member intervenes out of concern for the physical safety of the students/staff involved without the prior approval referenced below.

This paid leave policy would not apply to staff members injured while participating in activities that are not recognized as essential job functions. If it is not clearly indicated, it is the responsibility of the staff member to obtain administrative definition of "essential job functions" prior to engaging in activities not clearly associated with the assignment. "Essential job functions" does not include work done as an employee of one of the member districts. Any injuries sustained while working as an employee of one of the member districts would be subject to that member districts' policy and procedures for workers' compensation.

4. Emergency Leave:

The Executive Director, Director of Human Resources, or Assistant Director may grant up to three (3) days of temporary emergency leave, providing the licensed professional has three (3) days of accumulated leave, during any contract year to cover any unusual circumstances not otherwise defined in this policy. Under unusual circumstances, approval of emergency leave may be obtained after the leave has been taken. Emergency days are non-cumulative, and will be deducted from the licensed professional's accumulated temporary leave.

5. Personal Leave:

A licensed professional may use four (4) days of accumulated temporary leave, during any contract year, to conduct personal business that cannot be completed at other times. Personal leave days are non-cumulative, and may not be taken to extend a holiday or vacation period. This provision may be waived only with prior approval of the Cooperative Executive Director or their designee after consultation with the Cooperative Teachers' Association representative.

Prior notice of Personal Leave used to conduct personal business will be given to the Principal and/or the Cooperative Executive Director a minimum of three (3) school days in advance of the requested leave being taken. Failure to notify the Principal or Executive Director of the Cooperative as stated shall result in the leave request being denied. Follow-up of any oral notification request in writing is required.

6. Notification of the Need to Use Chargeable Temporary Leave:

Licensed professionals finding it necessary to utilize any of the chargeable accumulated days of temporary leave as defined in B1, B2, B3, B4, or B5, shall notify their building principal and will enter the absence in the Interlocal's Skyward system.

7. Absences Chargeable to Temporary Leave:

Each day a licensed professional is absent from his/her assignment for any of the reasons provided shall be chargeable and subtracted from the licensed professional's accumulated temporary leave days. Absences in excess of the licensed professional's accumulation of temporary leave days shall require a salary deduction of his/her daily rate of compensation for each additional day of absence.

Absences of less than a day, but more than one-half (1/2) day shall be chargeable as one (1) day. Absences for one-half (1/2) day or less shall be chargeable as one-half (1/2) day.

Licensed professionals may be absent from the classroom for periods of one (1) hour or less without either salary deduction or a deduction in accumulated temporary leave, but only if prior arrangements have been made with the building principal to assure another licensed professional's presence in the classroom. Voluntary duties assumed under this arrangement by a licensed professional, shall not be reported for compensation.

When a licensed professional is absent from work five (5) consecutive days or more due to personal illness, he/she must provide a physician statement or note to the Cooperative office before returning to work. Additionally, when a licensed professional is on medical leave per a physician's order, he/she must provide the physician's written release to return to work to the Cooperative office before returning to work. While under a physician's orders to be off of work, the licensed professional may not return to work for any period of time until released.

C. Provisions For the Use of Non-Chargeable Temporary Leave:

1. Professional Leave:

Requests for temporary leave to attend professional conferences and workshops shall be submitted to the Director of Human Resources, on the forms provided by the Cooperative, at least seventy-two (72) hours in advance of the planned activity. All requests for professional leave must be approved in advance by the Director of Human Resources or Assistant Director. The criteria to be used when considering such requests, shall be the improvement of the knowledge or skill of the licensed professional and the needs of the Cooperative.

Absences for approved professional leave will not be deducted from the accumulated temporary leave of the licensed professional.

The licensed professional may be reimbursed for his/her out-of-pocket expenditures while attending approved professional activities including but not limited to: registration; travel; meals; and lodging as may be determined by the Director of Human Resources or Assistant Director.

2. Jury Duty and Subpoenas Related to Work for the Cooperative:

A licensed professional will be granted non-chargeable temporary leave when required to appear for jury duty or for a subpoena related to the licensed professional's work for the Cooperative during such time as the licensed professional would regularly be assigned to duty with the Cooperative. The Director of Human Resources will continue to assist the licensed professional in seeking an excused absence from such required jury duty at the request of the licensed professional.

The licensed professional will receive full compensation less any amount paid for such jury duty or witness fees. The amount received by the licensed professional for mileage, meals, or other expenses, may be retained by the licensed professional. If required, the Cooperative will pay the cost of the substitute licensed professional.

3. Activity Leave: Licensed professionals that coach or sponsor activities may use Activity Leave for time away from the regular school day. Eligible licensed professionals generally must have a supplemental contract approved by the member district Board of Education. Under some circumstances, licensed professionals may be eligible for Activity Leave with agreement of member district administration and the Executive Director or designee. In all events, a Request to Utilize Leave form must be signed by the licensed professionals and building administrator and will include date, specific time away from the regular contract day, and total time a substitute teacher is required. A copy of such form shall be provided to the Director of Human Resources three days (3) prior to the activity, unless in the event of an emergency in which case the form shall be provided to the Director of Human Resources within one week of the activity. Any cost for substitute required for Activity Leave shall be borne by the member district for which the licensed professional is taking the Activity Leave. Licensed professionals that choose to coach or sponsor activities outside the member districts are not eligible for Activity Leave.

D. Pay For Unused Temporary Leave:

1. Licensed professionals shall be paid 20% of the daily base pay per day for each day of unused temporary leave in excess of seventy-five (75) days on completion of their annual contract. Such pay shall be limited to a maximum of 15 days and shall be paid as soon as processing of such pay can be completed after the completion of the licensed professional's contract.
2. Retirement Benefit Only -- Licensed professionals who have been continuously employed at least five (5) years with the cooperative prior to retirement and who have unused temporary leave, shall be paid 20% of the daily base pay per day for each day of unused temporary leave up to a maximum of 15 days of leave. This benefit is separate from that which is set forth in paragraph D. 1. above. This benefit does not require that the licensed professional have temporary leave in excess of 75 days on completion of the annual contract. However, if a licensed professional does have in excess of 75 days of leave on completion of the annual contract, the licensed professional shall be eligible for both the benefits set forth in this paragraph and paragraph D. 1.

E. Sick Leave Pool:

1. Any licensed professional in the Cooperative that wishes to donate one-half (½) day to the Sick Leave Pool may do so each school year. The Board clerk must be notified as of September 1, by those licensed professionals who will be participating in the Sick Leave Pool. Only those licensed professionals who donate to the pool are eligible to request the use of pool days during that contract year.
2. Once a licensed professional's regular sick leave is used up, he/she may draw upon the pool for the use of up to ten (10) additional days. Requests to use Sick Leave Pool days must be in writing and must have the approval of the Executive Director or the Director of Human Resources

and an appointed representative of the Teacher's Association. The pool can only be used for the extended hospitalization or extended treatment/recovery at home of the employee or a member of the immediate family because of sickness, injury, or surgery when a doctor prohibits the employee or member of the immediate family from returning to work or school as defined in Temporary Leave Policies, B.2.

3. Any other requests for sick leave pool usage other than those stated would need to be specifically approved by the Executive Director or the Director of Human Resources and the Teachers' Association representative.
4. No days will be carried over from year to year so that the pool shall be re-established each year and new contributions required each year to be eligible to use pool days.

EXTENDED LEAVE

Provisions for Extended Leave:

Licensed professionals will be granted, by the Board, extended leave for teaching, campaigning for or holding public office, professional activities or related professional employment, military service, health, maternity, paternity, adoption, burnout, stress or rehabilitation, or for other reasons as may be approved. Such extended leave shall normally be for one (1) to two (2) years. No extended leave shall be considered a termination of employment.

To be eligible for extended leave the licensed professional shall have completed at least four (4) consecutive years of satisfactory service with the Cooperative and shall provide a written statement of intent to return to the Cooperative upon completion of the extended leave.

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

Contingencies:

1. The Board will establish a date by which the licensed professional shall notify the Director of Human Resources in writing as to whether or not the licensed professional will return to his/her position and the time set for such return. Thirty (30) days prior to the date set, the Director of Human Resources shall make an attempt to notify the licensed professional of his/her responsibility for such notification. Failure by the licensed professional to properly notify the Director of Human Resources of his/her intention to return to the teaching position shall forfeit the right of the licensed professional to a guaranteed position and contract. If the time the licensed professional is to return is on the beginning of a new school year, the time for proper notification, by the licensed professional, as to his/her intentions as to returning to the job shall be on or before April 1 of the same calendar year during which the new school year begins.
2. The licensed professional will not be eligible for compensation or other benefits, from the Cooperative, while on extended leave.

3. The licensed professional will retain all accumulated temporary leave days, but will not receive credit for any additional temporary leave days during the term of the extended leave.
4. The licensed professional may retain membership in the Association by making the arrangements for payment of dues and may continue membership in the health insurance group subject to the rules and regulations of the insurance company. Arrangements for payment of the insurance premiums must be approved in advance.
5. The licensed professional will receive full credit for experience while on extended leave for military service or teaching.
6. Upon returning from extended leave for reasons of maternity, health, burnout, stress or rehabilitation, the licensed professional will be required to present a physician's statement that he/she is able to resume normal teaching duties.

Application:

- a. Written requests to utilize extended leave, which are to be effective at the beginning of a school year shall be submitted to the Director of Human Resources on or before April 15.
- b. Requests for leave at other times may be granted providing such request does not impose a hardship on the Cooperative.
- c. Upon submission and the granting of by the Board of Directors of an in-school year request for extended leave, monies, (aligned with the negotiated agreement's CONTRACT YEAR/CONTRACT DAY - D. Release from Contract:), will be paid to the Cooperative or withheld from the licensed professional's paycheck as per the licensed professional's choice. These funds will be repaid to the licensed professional upon the licensed professional's return to work for the Cooperative.

COMPLAINTS AGAINST LICENSED PROFESSIONALS

- A. Unless administration has conducted an independent/internal investigation, any complaint(s) regarding a licensed professional made to the Administration by any parent, student, or other person of a serious or significant nature shall be promptly called to the attention of the licensed professional prior to scheduling any meetings with other individuals, except the administration who is bringing this to the attention of the licensed professional.
- B. A serious complaint shall be one which may be used to evaluate the work performance of the licensed professional. The Administration will direct all persons making complaints to contact the licensed professional involved.
- C. No disciplinary action shall be taken against any licensed professional on the basis of a complaint by a parent, student, or other person before a conference is held between the licensed professional and the supervisor contemplating the action.

LICENSED PROFESSIONAL DISCIPLINE

- A. It is agreed informal disciplinary actions are the first steps taken in constructive discipline, and are to be taken by administrators in situations of a minor nature involving the teacher's conduct or job performance. Disciplinary actions will be administered in a fair and equitable manner, and, where practical, in a private manner.
- B. The information regarding proposed and implemented discipline of teachers shall be considered confidential, privileged information, to be released only to administrators who work with the teacher, the Executive Director or their designee, Board attorney, and, if appropriate, to the Board of Directors of the Cooperative. The teacher may release information regarding the discipline to any appropriate party.
- C. Written notice of a disciplinary meeting will be provided to the licensed professional at least one (1) work day in advance of the meeting. Such notice shall contain the date, time, location, reason for the meeting, and that the teacher may bring representation. This provision shall not apply when a licensed professional must be placed on administrative leave with pay.
- D. Discipline of a teacher will be sequential in severity, except in those situations that constitute a breach of Cooperative policy that could impair the effective operation of the Cooperative, the school to which the teacher is assigned, or a potential criminal violation. The sequence of discipline shall be as follows:
 - 1. Oral reprimand transmitted directly to the teacher, and recorded in the personnel file as the existence of the reprimand, without extensive details.
 - 2. Written reprimand shall be provided by the immediate supervisor of the teacher, and shall contain sufficient details of the incident to allow understanding by the teacher who shall have five days to submit a written response to the allegation(s). The response shall be attached to the reprimand, and both will remain in the teacher's personnel file. There shall be no further appeal of the reprimand.
 - 3. On a third or subsequent issue, whether related to any earlier incidents leading to either a verbal or written reprimand, or a failure of a teacher to correct the behavior identified in a written reprimand, the teacher may be placed on a written plan of improvement with identified areas of improvement and a timeline for meeting those expectations. The written plan of improvement shall provide an opportunity for the teacher to object in writing to elements of the plan. Any objections shall be resolved by the Executive Director or their designee.
 - 4. If the teacher does not satisfactorily meet the goals of the plan of improvement, or if the teacher's behavior or conduct becomes insubordinate, the immediate supervisor shall notify the Executive Director or their designee who shall have the authority to suspend the teacher with pay, pending further review.
 - 5. If the teacher does not correct the issues identified as the basis for the suspension with pay, or if the behavior is serious enough to warrant termination of employment, the Executive Director or their designee will notify the teacher of the intent to recommend suspension without pay to the Board of Directors, and ensure all statutory protections pursuant to current law.
 - 6. The teacher is entitled to be represented in any disciplinary proceeding under this provision.

LICENSED PROFESSIONAL EVALUATION PROCEDURES

A. Procedures:

1. Licensed professionals, excluding school psychologists and designated special education specialist/coaches, assigned to a base school location for $\frac{1}{2}$ time or greater will be evaluated by the building administration utilizing the evaluation protocol employed by the school district. The evaluation would follow the required procedures outlined in the school district evaluation protocol.
2. Licensed professionals, excluding school psychologists and designated special education specialists/coaches, assigned to a base school location for less than $\frac{1}{2}$ time will be evaluated by the Cooperative administration utilizing the Cooperative evaluation protocol specific to the licensed professional's assigned duties. The evaluation procedures outlined in the Cooperative evaluation protocol will be followed.
3. If a licensed professional has been reassigned, the special education administrator and the general education administrator will determine the evaluator and the respective tool.
4. Itinerant licensed professionals assigned to a base location for less than $\frac{1}{2}$ time, school psychologists, designated special education specialists/coaches and licensed professionals assigned to the Cooperative private/parochial schools, Chisholm Life Skills Center, ILC (Interlocal Learning Center) will be evaluated by Cooperative administration utilizing the Cooperative evaluation protocol. For those licensed professionals being evaluated by Cooperative administration, as outlined in number 2 and 3, the following apply:
 - a. Each licensed professional evaluation shall be completed after at least two visitations/observation, which shall be twenty (20) minutes or longer in duration. The Cooperative administration shall complete at least one, or both of the two visitations/observations. The Cooperative administration will consult with the building administration prior to completion of the evaluation report.
 - b. One of the two required visitations/observations may be completed by building administration and shall be twenty (20) minutes or longer in duration.
5. Cooperative Administration will work collaboratively with the building administration in the implementation of the evaluation process utilizing either the district or cooperative's evaluation protocol.
6. Licensed professionals will be evaluated in accordance with State statutes, regulations or guidelines.
7. In the event the licensed professional feels that the evaluation by the building administration or cooperative administration is inaccurate, unfair, or incomplete, the licensed professional may request a review of the evaluation by the Cooperative Administration. Such a request for a review should be made in writing with a copy of the request to the Cooperative Administration for his or her information. The Cooperative Administration shall then review all aspects of the evaluation.

8. Should the formative part of the evaluation reveal performance deficiencies, the Cooperative and/or Building Administration shall provide input into correcting the deficiencies and the licensed professional shall have the responsibility for making such corrections. In the event the licensed professional is on at least his/her fourth (4th) contract with the Cooperative, then the Cooperative and Building Administration shall collaborate on a plan of improvement to address the performance deficiencies.
9. The summative evaluation report shall be completed and reviewed by the licensed professional and the building administrator or cooperative administration, depending on who completed the evaluation. The summative evaluation report will be signed by either the building administrator or cooperative administration and by the licensed professional acknowledging that the summative evaluation conference was held and that the licensed professional is aware of the contents of the evaluation report.
10. Signed copies of the evaluation report shall be provided for the licensed professional.
11. The signed original evaluation report will be maintained in the licensed professional's personnel file at the Cooperative office.
12. Except by order of a court of competent jurisdiction the evaluation document, responses thereto, in the personnel file shall be available only to the licensed professional, the Board, the Administrative staff designated by the Board, the Board Attorney at the request of the Board, the State Board of Education as provided in current law, the Board and Administrative staff of any school to which the licensed professional applies for employment, and any other person specified by the licensed professional in writing to the Board.
13. Evaluation documents, and responses thereto, included in the personnel file shall be maintained.

B. General:

1. The Board and licensed professionals agree the evaluation instrument shall be chosen by the Administration and licensed professionals. This evaluation instrument shall be subject to ongoing review.
2. All monitoring or observation of the performance of a licensed professional shall be conducted with the staff's knowledge.
3. The evaluation shall be considered confidential and shall be handled by the Administration and Board of Directors in an appropriate professional manner.

NON-RENEWAL AND TERMINATION

A. Licensed Professional Files:

1. In case of action against a licensed professional in connection with suspension, non-renewal, or termination of employment no documents shall be submitted as evidence which have not been made a part of the personnel file located in the Cooperative office.
2. Before any material that might be classified as derogatory is placed in the licensed professional's personnel file, such material shall be first discussed with the licensed professional. The licensed professional shall affix his/her signature and the date to the entry to indicate awareness of the entry and shall have the right, within fourteen (14) days, to respond in writing and to have the response affixed to the entry. All materials obtained during the period of employment and placed in the licensed professional's personnel file shall be available for inspection upon the request of the licensed professional and in the presence of a person authorized to show the file and the licensed professional may obtain, upon request, a copy of the material. Placement credentials and related papers from placement bureaus which are labeled "confidential" shall be exempt from such inspection.
3. See evaluation procedures paragraphs 9 and 10.

REDUCTION IN FORCE:

A. Reduction in Force:

1. The licensed professionals may be reduced by layoff owing to a substantial decrease in the number of pupils, changes in the make-up of the enrollment which requires modification of existing programs, as a result of substantial reductions in funds available, or for causes over which the Board has no control. The classification and number of staff reductions shall be determined by the Board as early as possible.
2. In the event of staff reductions the following steps will be applied:
 - a. Step 1 - Reductions in force when possible will be accomplished through normal attrition.
 - b. Step 2 - If additional reductions are required, then licensed professionals in that classification (such as teachers, school psychologists, social workers, etc.) shall be non-renewed or terminated by applying the following criteria. Exceptions may be made based on licensure or endorsements needed to serve students.

CRITERIA TO BE USED FOR REDUCTION IN FORCE

Fully Licensed and Highly Qualified in Content Areas and Grade Levels	Hard to Fill Areas	Years of Experience in the Cooperative	Column Placement on the Salary Schedule
Fully Licensed (does not include a waived, provisional, or limited apprentice license) in Special Education or Related Field - Ten (10) points plus (+) IF APPLICABLE: Fully Licensed (does not include a waived, provisional, or limited apprentice license) in an additional Grade Level or Levels: •(EC-EC Unified) •(K - 6) •(5 - 8) •(7 - 12) One (1) point for each additional grade level for a maximum of three (3) points. plus (+) Highly Qualified in a Content Area/s. Maximum of five (5) points: • Core MESH - one (1) point • Math - one (1) point • Language Arts - one (1) point • Science - one (1) point • History/SS - one (1) point	Expertise in a hard to fill area (examples – Structured Learning, Life Skills, Visual/Hearing Impairment, Positive Behavior Supports) - Two (2) points plus (+) Experience in a hard to fill area, as determined by Cooperative administration: • 1 – 10 yrs. - two (2) points • 10 & above yrs. - three (3) points	One-half (1/2) point for each year of experience in the Cooperative. Maximum of ten (10) points.	Points granted according to the educational placement on the salary schedule: 1 2 3 4 5 6 7 8 9
Total =	Total =	Total =	Total =

Final Point Total = _____

- Reductions shall be made within each classification by first reducing those with the fewest points and working up the list in point order until sufficient professional employees have been reduced.
- In the event two or more employees in a classification are tied in the number of points, Cooperative administration shall make the final recommendation to the board based on student needs and individual evaluations.
- Cooperative administration will discuss the Reduction in Force procedure with the Association representative(s) prior to presenting its recommendation to the Board.
- If non-renewal or termination of licensed professionals is necessary, in order to implement the decision of the Board to reduce the staff subject to this Reduction in Force procedure, then any licensed professional who is to be recommended for non-renewal or termination shall be informed in a conference by the Director of Human Resources, and shall be notified in writing at least thirty (30) days prior to the proposed effective date of such non-renewal or termination.

B. Rights/Re-Employment

1. After implementing such a reduction procedure, the list of names of terminated or non-renewed licensed professionals shall be maintained for a period of three (3) years. It is the responsibility of the licensed professional to keep the Director of Human Resources informed of his/her current address and any changes in teaching qualifications.
2. Any licensed professional who has been terminated or non-renewed shall no longer be considered an employee of the Cooperative and shall have no employee rights or benefits, except the terminated or non-renewed licensed professional will retain their rights under COBRA.
3. If a vacancy occurs within three (3) years for which any licensed professional named on the list qualifies, the position shall be first offered to the licensed professional whose name was most recently placed on the list and who is qualified for the position.
4. No new or substitute appointments shall be made by the Board while there are employees who have been laid off who are qualified for the vacancy.
5. Any terminated/non-renewed licensed professional may apply as a substitute licensed professional.
6. No licensed professional will lose his/her recall rights by securing other employment during the layoff period. Any employee who has been laid off shall be accorded recall rights unless such rights have been specifically waived in writing. The Board will provide the Association annually a list of those who have retained recall rights. The Association shall have the right to file a grievance on behalf of a licensed professional who is not currently employed if it appears that licensed professional's re-employment rights have been violated.

SEDGWICK COUNTY AREA EDUCATIONAL SERVICES INTERLOCAL COOPERATIVE #618
2019-2020 SALARY SCHEDULE

		1	2	3	4	5	6	7	8	9
Year/								MA+36/	Ed.S.+	Ph.D./
Exp.	Step	BA	BA+12	BA+24	MA	MA+12	MA+24	Ed.S	12	Ed.D.
0	1	41325	41950	42575	43575	44300	45025	45750	46325	46900
1	2	41810	42435	43060	44060	44785	45510	46235	47045	47620
2	3	42295	42920	43545	44545	45270	45995	46955	47765	48340
3	4	42780	43405	44030	45030	45755	46715	47675	48485	49060
4	5	43265	43890	44515	45515	46475	47435	48395	49205	49780
5	6	43750	44375	45000	46235	47195	48155	49115	49925	50500
6	7	44235	44860	45720	46955	47915	48875	49835	50645	51220
7	8	44720	45580	46440	47675	48635	49595	50555	51365	51940
8	9	45205	46300	47160	48395	49355	50315	51275	52085	52660
9	10	45690	47020	47880	49115	50075	51035	51995	52805	53380
10	11	46175	47740	48600	49835	50795	51755	52715	53525	54100
11	12	46660	48460	49320	50555	51515	52475	53435	54245	54820
12	13	47145	49180	50040	51275	52235	53195	54155	54965	55540
13	14	47630	49900	50760	51995	52955	53915	54875	55685	56260
14	15		50620	51480	52715	53675	54635	55595	56405	56980
15	16		51340	52200	53435	54395	55355	56315	57125	57700
16	17		52060	52920	54155	55115	56075	57035	57845	58420
17	18			53640	54875	55835	56795	57755	58565	59140
18	19			54360	55595	56555	57515	58475	59285	59860
19	20			55080	56315	57275	58235	59195	60005	60580
20	21				57035	57995	58955	59915	60725	61300
21	22				57755	58715	59675	60635	61445	62020
22	23				58475	59435	60395	61355	62165	62740
23	24				59195	60155	61115	62075	62885	63460
24	25				59915	60875	61835	62795	63605	64180
25	26				60635	61595	62555	63515	64325	64900
26	27				61355	62315	63275	64235	65045	65620
27	28				62075	63035	63995	64955	65765	66340
28	29				62795	63755	64715	65675	66485	67060
29	30				63515	64475	65435	66395	67205	67780
30	31					65195	66155	67115	67925	68500
31	32					65915	66875	67835	68645	69220
32	33					66635	67595	68555	69365	69940
33	34						68315	69275	70085	70660
34	35							69995	70805	71380
35	36								71525	72100

SALARY REDUCTION

The Cooperative shall establish a program in conformity with Section 125 of the Internal Revenue Code of 1954 as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service for Salary Reduction. Any employee may reduce his/her salary by an amount up to the statutory limit on non-taxable benefits as set forth in the program.

The employee shall make any salary reduction request within thirty (30) days after commencing work in the Cooperative. That reduction shall remain in force throughout the twelve (12) ensuing months or through the August pay period or upon termination of employment with the Cooperative, whichever occurs first.

Items by which the Employee may reduce his/her contract are as follows:

- (a) Health Insurance
- (b) Critical Illness Insurance
- (c) Dental Insurance
- (d) Disability Insurance
- (e) Unreimbursed Medical
- (f) Child Care
- (g) Vision Insurance

If none of these options are chosen, the employee shall receive his/her total salary via check or direct deposit.

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

The Board and Licensed Professionals agree that a committee of administrators and licensed professionals will meet regularly to investigate fringe benefit options and to provide information to employees regarding options available.

CONDITIONS APPLYING TO THE SALARY SCHEDULE

A. PLACEMENT ON THE SALARY SCHEDULE:

1. Experience Step: At the time of initial placement on the salary schedule each licensed professional will normally be placed on the highest full number step for which he/she qualifies based on years of teaching experience. The Director of Human Resources may consider initial placement at a lower step after evaluating the nature and recency of the experience. In such cases the applicant for the position will be advised of the reasoning for such lower placement.

The Director of Human Resources may give experience credit for non-teaching relevant work experience that would directly relate to the licensed professional's job in the Cooperative. This shall be limited to doing similar work for some governmental or private agency in which services for children are provided that would be similar to the services provided in the Cooperative. Any such experience credit allowed by the Director of Human Resources must be approved by the Board when the licensed professional's contract is approved.

The Director of Human Resources' decision on initial placement of licensed professionals shall be final. Such decision may not be the subject of a grievance filed by the licensed professional or Association.

2. Educational Track: Each track on the salary schedule (vertical columns) represents an earned degree or an intermediate column representing additional credit hours earned from an accredited institution of higher learning. Licensed professionals will be placed on the appropriate degree or intermediate column as their training will allow. Only those credits earned after a degree was conferred will be allowed toward a higher horizontal placement on the schedule. All credits earned above educational track four (4) must be graduate hours. Those persons whose Master's Degree contains more than thirty-six (36) hours will have any additional hours in their program counted toward the next column(s).
3. Concurrent Degrees: Should a licensed professional earn two degrees concurrently, at Master's level or above, with the degrees being conferred at the same time, the Director of Human Resources may apply the hours earned for one of the degrees toward advanced track or horizontal placement on the salary schedule.

B. ADVANCEMENT ON THE SALARY SCHEDULE:

1. Vertical Movement:

- a. Licensed professionals may not move more than one step vertically on the salary schedule in a given year.
- b. Less than full-time licensed professionals may move one step vertically on the salary schedule in a given year when the previous accrued experience combined equals half-time or more. Once the part-time licensed professional moves one step vertically, the accrued time utilized to combine to half-time or more, starts over at zero (0).

2. Horizontal Movement:

Following initial placement on the salary schedule, all hours earned leading to horizontal movement must be approved by the Director of Human Resources. The criteria to be used for approval of credits shall be the improvement of the knowledge or skill of the licensed professional and the needs of the Cooperative.

In order for earned credits to qualify a licensed professional for horizontal movement on the salary schedule, the same must be certified to the Director of Human Resources by October 1 of each contract year. A certified transcript or a properly authorized letter verifying the credits earned will be considered suitable evidence to certify the credits.

3. Service to the Cooperative:

Beginning in the 2019-2020 contract year, licensed professionals who have been employed by the Interlocal shall receive the following one-time service awards (amount is post-tax and KPERS) based upon their years of service, as set forth below:

5 Years of Service	\$50
10 Years of Service	\$100
15 Years of Service	\$150
20 Years of Service	\$200
25 Years of Service	\$250
30 Years of Service	\$300

C. Salary Freeze:

Other contrary provisions in this agreement notwithstanding, for the contract year when horizontal and/or vertical movement on the salary schedule shall be suspended, all returning licensed professionals will be placed on the salary schedule at the same step and/or track they were placed for the previous school year.

To apply the salary freeze to licensed professionals new to the district, those licensed professionals new to the district shall be placed upon the salary schedule based upon that licensed professional's experience and college preparations as of the previous school year.

DEFINED BENEFIT:

The Board will pay a defined benefit of up to \$475.00 per month toward a health insurance plan selected by the Cooperative for full-time employees. This will be prorated for less than full-time employees. This defined benefit will only be for licensed professionals enrolled in the Cooperative's approved health insurance plan.

A cooperative health insurance oversight committee will be established. It will be composed of up to three Board of Directors' appointees, up to three special services NEA appointees, and a representative(s) of a third party administrator as an ex officio member. It will be the intention of the oversight committee to at least once throughout the contract year to review, assess and help determine the health insurance offerings to be presented to cooperative staff. It will be the Association's responsibility to schedule and provide minutes of the meeting(s) which will be accessed electronically on the cooperative's website.

COMPENSATION FOR EXTENDED CONTRACTS (SEE SUPPLEMENTAL CONTRACTS)

AUTOMOBILE ALLOWANCE:

The Board will compensate licensed professionals for approved mileage at the rate equal to the rate set by the Kansas Department of Administration on the rate change effective date.

REIMBURSEMENT FOR TRAINING:

The Board will be allowed to reimburse professionals licensed as regular education licensed professionals hired to teach special education students under a state waiver of certification for up to \$3,600.00 of their tuition/books/fees costs associated with taking college/university classes to become certified as a special education licensed professional. The reimbursement would be for the tuition/books/fees for courses the licensed professional is required to take as defined on an approved plan of study from their college or university. Tuition/books/fees costs to be reimbursed would only be for the minimum number of hours and classes required to become eligible for provisional special education certification as defined by the licensed professional's approved plan of study.

The Board will be allowed to reimburse a currently employed special education licensed professional for the costs of tuition/books/fees associated with taking college/university classes to become licensed as a special education licensed professional in a different area or level of licensure at the request of the administration and agreed to by the licensed professional. The reimbursement would be for the tuition/books/fees for courses the licensed professional is required to take as defined on an approved plan of study from their college or university. Tuition/books/fees costs to be reimbursed would only be for the minimum number of hours and classes required to become eligible for full special education licensure as defined by the licensed professional's approved plan of study.

A licensed professional must complete one (1) additional year of service for each year of reimbursement. If the licensed professional leaves prior to completion of that commitment, repayment of the entire amount of reimbursement for training is at the Board's discretion.

VOLUNTARY PAYROLL DEDUCTIONS:

The Board agrees to allow voluntary payroll deductions from the salary of the licensed professional and to make the appropriate remittance for:

1. Association dues;
2. Annuities;
3. Charitable donations as approved by the Board and the Association;
4. Credit Union;
5. Contributions to the fringe benefit pool;
6. Salary protection;
7. Group Life Insurance;
8. Penalty fee for late notice of resignation; and
9. Long Term Care.

Such payroll deductions shall be handled according to the rules established by the central office.

METHOD OF PAYMENT:

- A. Pay Periods: Licensed professionals shall be paid in twelve (12) equal installments on or before the 20th day of each month providing funds are available. Licensed professionals shall receive their checks by mail or direct deposit unless other arrangements are made by the licensed professional.

Due to the method of State distribution of funds, funds may not be available to distribute payroll checks on the 20th of each month. Payroll checks will be released within 5 days after the Cooperative's receipt of State Funds to cover the amount of the payroll checks.

- B. Exceptions: When a pay date falls on or during a school holiday, vacation, or weekend, licensed professionals shall receive their pay checks on the last Cooperative Office business day.

Licensed professionals upon written notice on a standard form furnished by the Board and filed by April 1, shall receive their June, July and August checks within ten (10) days of the money being made available by the State. Licensed professionals who have once signed the request for lump sum payment by April 1, shall continue to receive their June, July and August pay checks within ten (10) days of the money being made available by the State unless he/she notifies the Cooperative office otherwise.

- A. Summer Checks: Summer checks other than for summer school licensed professionals shall be mailed to the address designated unless other arrangements are made by the licensed professional.

COOPERATIVE RETIREMENT PLAN

All certified/licensed employees of the Cooperative will be enrolled in an Employer Paid Defined Contribution Retirement Plan.

Certified/licensed employees who meet eligibility requirements and were employed with the Cooperative during the 2006-2007 school year that will retire prior to the 2022-2023 school year will have the opportunity to choose between the Employer Paid Defined Contribution Plan described in A. below or the Defined Benefit Retirement Plan in place during the 2006-2007 contract year with modifications as described in B. below (Phase Out Option). Any eligible employee choosing the Phase out Option must also participate in the Employer Paid Defined Contribution Plan.

Certified/licensed employees who do not meet eligibility requirements for the Phase Out Option will automatically be enrolled in the Employer Paid Defined Contribution Retirement Plan described in A. below.

Cooperative administration and Special Services NEA will provide information to certified/licensed employees to enable them to make an informed decision regarding the advantages/disadvantages of each retirement option.

Eligible employees will elect the Defined Benefit Plan (Phase Out Option) or the Employer Paid Defined Contribution Plan by notifying the Cooperative Executive Director in writing no later than June 16, 2008. If no election is received from an eligible employee in writing by the Executive Director by 5:00 P.M. on June 16, 2008, the employee will be placed in the Employer Paid Defined Contribution Plan and will not be eligible for the Phase Out Option.

A. Employer and Employee Paid Contributions (Defined Contribution Plan)

1. A Retirement Plan Portfolio will be established for each certified/licensed employee of the Cooperative. This portfolio will contain up to two (2) accounts. An Employer Paid Account will be initiated for each certified/licensed employee. An Employee Paid Account will be initiated for each licensed professional at his/her request.
2. The Cooperative will contribute \$1,000.00 per contract year into each full time certified/licensed employee's Employer Paid Account. Contributions will be prorated for employees who work less than full time in a certified/licensed position and/or are employed for less than a full contract year.
3. Upon beginning his/her 6th continuous year as a certified/licensed employee of the Cooperative, each certified/licensed employee will become vested in 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase by an additional 15% per year after the 6th year until the certified/licensed employee is 100% vested upon beginning his/her 12th continuous year with the Cooperative.

Vesting Schedule:

<u>Year(s)</u>	<u>Amount Vested</u>	<u>% Vesting when Age at Time of Employment on July 1 is:</u>
1 – 5	0%	NA
6	10%	55
7	25%	56
8	40%	57
9	55%	58
10	70%	59
11	85%	60
12	100%	61

A certified/licensed employee who terminates employment with the Cooperative after the beginning of his/her 6th year may leave the vested amount in the Employer Paid Account, thereby retaining continuous vesting status upon returning to employment with the Cooperative at a future date.

4. The certified/licensed employee may voluntarily contribute from salary an amount of his/her choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. A certified/licensed employee who chooses to make contributions into his/her Employee Paid Account will be immediately fully vested for the Employee Paid Account.

5. Additional Plan Terms

- a. Employer and Employee Paid Contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated employee to defer taxation until a later date.
- b. A Cooperative Retirement Plan Oversight Committee will be established. It will be composed of three Board of Directors' appointees, three special Services NEA appointees, and a representative of a third party administrator as an ex officio member. It will be the intention of the oversight committee to meet at least once throughout the contract year. It will be the Association's responsibility to schedule and to provide minutes of the meeting which will be accessed electronically on the Cooperative's website.
- c. The Cooperative Retirement Plan Oversight Committee will choose a third party administrator, who will also provide annual training to the oversight committee.
- d. The Cooperative Retirement Plan Oversight Committee, made up of representatives from the Board of Directors' appointees, Special Services NEA and the third party administrator, will select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Certified/licensed employees must select from these options for all investments into their Retirement Plan Portfolio at the time of enrollment. Separate investment options may be made for an employee's Employer Paid Account and his/her Employee Paid Account. Employer Paid Contributions for certified/licensed employees who do not make investment elections will be placed in the Moderate investment track at the time of enrollment.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.

- e. A certified/licensed employee may access the vested portion of his/her Employer Paid Account value upon termination of an employment contract with the Cooperative.
- f. Any abandoned funds will revert back to the retirement fund. A certified/licensed employee that leaves employment with the Cooperative and then returns at a later time reverts back to year one on the vesting schedule. A certified/licensed employee who terminates employment with the Cooperative after being vested, may leave the vested amount in the Retirement Plan Portfolio, thereby retaining continuous vesting status upon returning to a certified/licensed position with the Cooperative at a future date. Upon death of the employee, any remaining vested amounts will go to the named beneficiary.
- g. Should the Cooperative Retirement Plan be determined to be in violation of federal or state laws or regulations, the Board and Special Services-NEA will begin negotiations to revise the Retirement Plan to meet Federal and State laws and regulations.

B. Phase Out Option (Defined Benefit Plan)

For the purposes of this Phase Out Option plan, "retirement" is the simultaneous retirement from KPERS and the Cooperative. "Final Retirement" is when the employee ceases employment with the Cooperative after having returned to work for the Cooperative as a "KPERS Retiree".

Upon retirement from the Cooperative and KPERS or locking in the phase out benefit as set forth below, eligible employees who have chosen the Phase Out Option described below have agreed to reduce their total benefit under the Phase Out Option by the portion of the vested amount in their Employer Paid Account equal to the amount that would have been in their account had they invested in the Moderate Investment track at the end of the day on June 30 of the school year during which they retire.

1. The program is voluntary with the Board making final determination of eligibility.
2. Participants may become eligible for the Phase Out Option if they have worked through May of the fiscal year during which they reach their 55th birthday and are KPERS eligible. Participants will not be eligible to lock in the Phase Out Option after reaching their 65th birthday.
3. Participants must have fifteen (15) years of service in the Cooperative. The last five (5) years, including the year during which application is made for retirement, must be continuous. Extended leave, granted by the Board, shall be considered as continuous employment but shall not count as actual service credit.
4. Participants for the Phase Out Option must either retire prior to the 2022-2023 school year or calculate and lock in their phase out retirement benefits as of the end of the 2021-2022 school year. The calculation of the phase out option retirement benefits would be based upon the participant's salary for the 2021-2022 school year and participant's age as of June 30, 2022. In order to lock in the Phase Out Option, the Participant must submit the request in writing to the Director of Human Resources no later than April 1, 2022. If a participant elects to lock in the phase out retirement benefits rather than retire, no employer contributions will be made to the participant's 403(b) plan for any subsequent school year, and no benefits will be paid to the participant under the phase out option until such time as the participant retires from KPERS and the Cooperative. Upon retirement of the participant, said benefits must be paid to the participant within a five (5) year time period.
5. Participants for the Phase Out Option must file for benefits, indicating preference of options, by April 1st of the school year immediately prior to the school year when they wish benefits to begin.

6. The amount paid to the participant shall be determined as follows:

a. Salary minus the base shall be determined as follows:

1. If the licensed professional has worked full time during the last three (3) contract years, including the year in which the licensed professional makes application:

The amount of the base of the salary schedule, (BA - no experience) shall be subtracted from the salary of the licensed professional as placed on the salary schedule, (excluding any salary paid for extended days, extended year, homebound pay, substitute pay, pay for unused sick leave, or extended year contracts) of the year in which the licensed professional made application; or

2. If the licensed professional has worked less than full-time anytime during the last three (3) contract years, including the year in which they make application:

The average of the base of the salary schedule (BA - no experience) multiplied by the percentage of the Contract, as defined below, for the highest three yearly salaries of the last five contracts of the licensed professional, (excluding any salary paid for extended days, extended year, homebound pay, substitute pay, pay for unused sick leave, or extended year contracts), subtracted from the average of the same three yearly salaries, (excluding any salary paid for extended days, extended year, homebound pay, substitute pay, pay for unused sick leave, or extended year contracts), of the last five contracts of the licensed professional that were chosen above.

Percentage of the Contract is defined as being the number of days listed on the licensed professional's contract, (excluding extended year contract days), divided by the number of days of a full time contract year (as defined in section CONTRACT YEAR/CONTRACT DAY (A)(1) of this agreement).

- b. The amount in 6. a. above shall be multiplied by the following percentages based upon the employee's age at KPERS retirement to determine the annual benefit for which the Participant is eligible.

<u>Age on July 1 of Year of Retirement or Lock In</u>	<u>Percent Paid</u>
Age 60 and over	75.0%
Age 59	67.5%
Age 58	60.0%
Age 57	52.5%
Age 56	45.0%
Age 55	37.5%

- c. The annual benefit for which the participant is eligible shall then be divided by twelve (12) to determine the monthly amount.
 - d. The monthly amount will be multiplied by the number of months from the month following the participant's last salary paycheck as described in g. 1. and g. 2. below, until the participant reaches age 65 to determine the potential benefit amount for which the participant is eligible.
 - 1. If the participant's birthday is prior to the twentieth (20th) of the month, the number of months until the participant reaches age 65 does not include the month of the participant's birthday.
 - 2. If the participant's birthday falls on or after the twentieth (20th) of the month, the number of months until the participant reaches age 65 does include the month of the participant's birthday.
 - e. The benefit amount a qualifying participant may receive from the Phase Out Option will be reduced by the portion of the vested amount in the participant's Employer Paid Defined Contribution Account equal to the amount that would have been in their account had they invested in the Moderate Investment track as determined on the date of the participant's retirement.
 - f. The actual monthly benefit amount to be paid to the participant will be determined by dividing the benefit amount determined in 6. e. above by the number of months determined in 6. d. above.
 - g. Monthly payments will be made on normal pay dates for certified/licensed employees.
 - 1. For participants who previously received their first payment under a new contract year on August 20, the first retirement payment will be on August 20 following the July 1 retirement date.
 - 2. For all participants who previously worked a 191 day contract, the first retirement payment will be on September 20 following the July 1 retirement date.
 - h. The monthly payment amounts will be paid into an employer paid 403(b) account for the participant for a maximum of 60 months with the final payment including any unpaid balance for which the participant is eligible but unpaid or until such time that the participant is deceased.
7. Upon retirement, any amount in the employee's Employer Paid Account that is above the amount that would have been in the account had he/she invested in the Moderate Investment tract will be distributed to the licensed professional.

8. If a retiree from the Cooperative and KPERS, whom has been granted Phase Out Option benefits by the Cooperative Board of Directors, returns to employment as a licensed professional with the Cooperative as a KPERS Retiree, all payments that the reemployed retiree would have received from the Phase Out Option benefits will be suspended until a final retirement of the employee. Payments will begin the month following the final paycheck received from the Cooperative for the re-employment as a licensed professional. The retiree will receive all the monetary benefits granted under the Phase Out Option at retirement, but will not be allowed to receive payments from the Phase Out Option and receive an employment paycheck as a licensed professional simultaneously. (This understanding will be retroactive to July 1, 2013.)
9. Any licensed professional employed by the Cooperative during the 2006-2007 school year who elected to participate in the Phase Out Option retirement plan, that is employed as an administrator for the Cooperative but later decides to return to employment with the Cooperative as a licensed professional in a position that is not administrative, will have the opportunity to retire prior to the 2022-2023 school year or lock in the Phase Out Option under the same eligibility requirements as other licensed professionals not in an administrative position with the Phase Out Option retirement plan.
10. Any licensed professional employed by the Cooperative as an administrator during the 2006-2007 school year who did not have the option to elect to retire under the Phase Out Option retirement plan on June 16, 2008, who had decided to return to employment with the Cooperative as a licensed professional in a position that is not administrative will be allowed the opportunity to choose to retire prior to the 2022-2023 school year or lock in the Phase Out Option with the same eligibility requirements as other licensed professionals not in an administrative position with the Phase Out Option retirement plan.

SUPPLEMENTAL CONTRACTS

A. COMPENSATION FOR EXTENDED CONTRACT YEAR:

Compensation for extended contracts shall be calculated as follows: The licensed professional will be provided appropriate placement on the salary schedule. The scheduled salary will be divided by 191 (the days on the contract) to determine a daily rate. The daily rate will then be multiplied times the number of days on the extended contract.

B. COMPENSATION FOR EXTENDED DAYS:

Licensed professionals receiving extended days will be compensated in an amount equal to 10% of the base of the current salary schedule prorated depending on the number of extended days in their supplemental contract.

C. COMPENSATION FOR GROUP LEADS:

Group Leads will be compensated \$300.00 for the school year.

D. COMPENSATION FOR MENTORING PROGRAM:

The Mentoring Program will consist of two tiers: basic or extended, tier to be determined by Cooperative administration.

FOR BASIC AND EXTENDED:

- The mentor will sign an agreement each semester outlining responsibilities.
- Mentors will be required to submit a monthly calendar logging activities and supports provided to the mentee.
- Mentors are required to attend an orientation and training sessions.
- Compensation will be paid on or before January 20 and June 20 of each year.
- Mentors asked to mentor more than one mentee would receive an additional \$150.00 per semester for each additional mentee.
- If two mentors share the mentoring responsibilities of mentee, the compensation for each mentor would be 50% of the amount compensated for the level of support needed

BASIC

This tier is for those new to the Cooperative with three years of experience, new to special education, new to a program, veteran licensed professional or as otherwise determined by Cooperative administration.

- From one to two semesters as determined
- Compensation is \$250.00 per semester

EXTENDED

The extended tier is for those new to the profession, less than three years of experience or new to special education or as otherwise determined by Cooperative administration.

- From one to four semesters
- For those staff licensed through KSDE and new to the teaching profession, the mentee is requested for the amount of time per current law
- Compensation is \$350.00 per semester

GRIEVANCE PROCEDURE (See Grievance flow chart on following page)

LEVEL ONE – INFORMAL

Within ten (10) days of the occurrence that gave rise to the concern, the person(s) submitting a grievance shall first discuss or notify the building principal (unless none assigned) or the Cooperative immediate supervisor with the objective of resolving the matter informally.

LEVEL TWO – FORMAL

If the aggrieved person(s) is not satisfied with the disposition of the informal complaint or if no decision has been rendered at Level One, then the person(s) may, within ten (10) days, file the Formal Grievance Report with the Cooperative Director of Human Resources with input from the building principal (unless none assigned) or the Cooperative immediate supervisor as applicable. Within seven (7) days after receiving the written grievance, the Cooperative Director of Human Resources shall meet with the aggrieved person in an effort to resolve it. The Cooperative Director of Human Resources shall submit a decision in writing to the aggrieved person(s) and Cooperative Executive Director within seven (7) days following the meeting.

LEVEL THREE – FORMAL

If the aggrieved person(s) is not satisfied with the disposition of the grievance at level two then the person(s) may, within ten (10) days, file the Formal Grievance Report in writing with the Cooperative Executive Director. Within seven (7) days after receiving the written grievance, the Cooperative Executive Director shall meet with the aggrieved person in an effort to resolve it. The Cooperative Executive Director shall submit a decision in writing to the aggrieved person(s) within seven (7) days following the meeting.

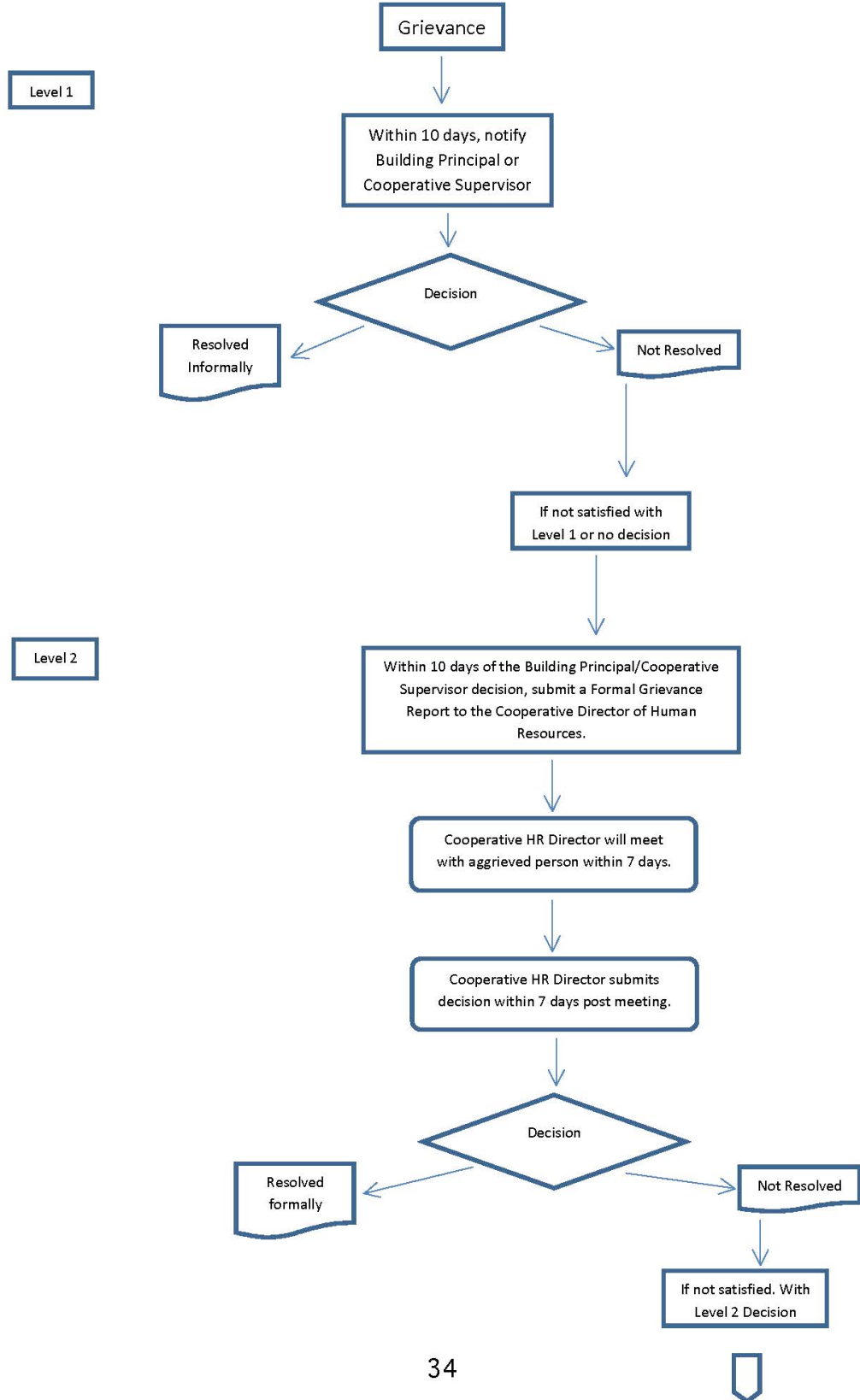
LEVEL FOUR - FORMAL

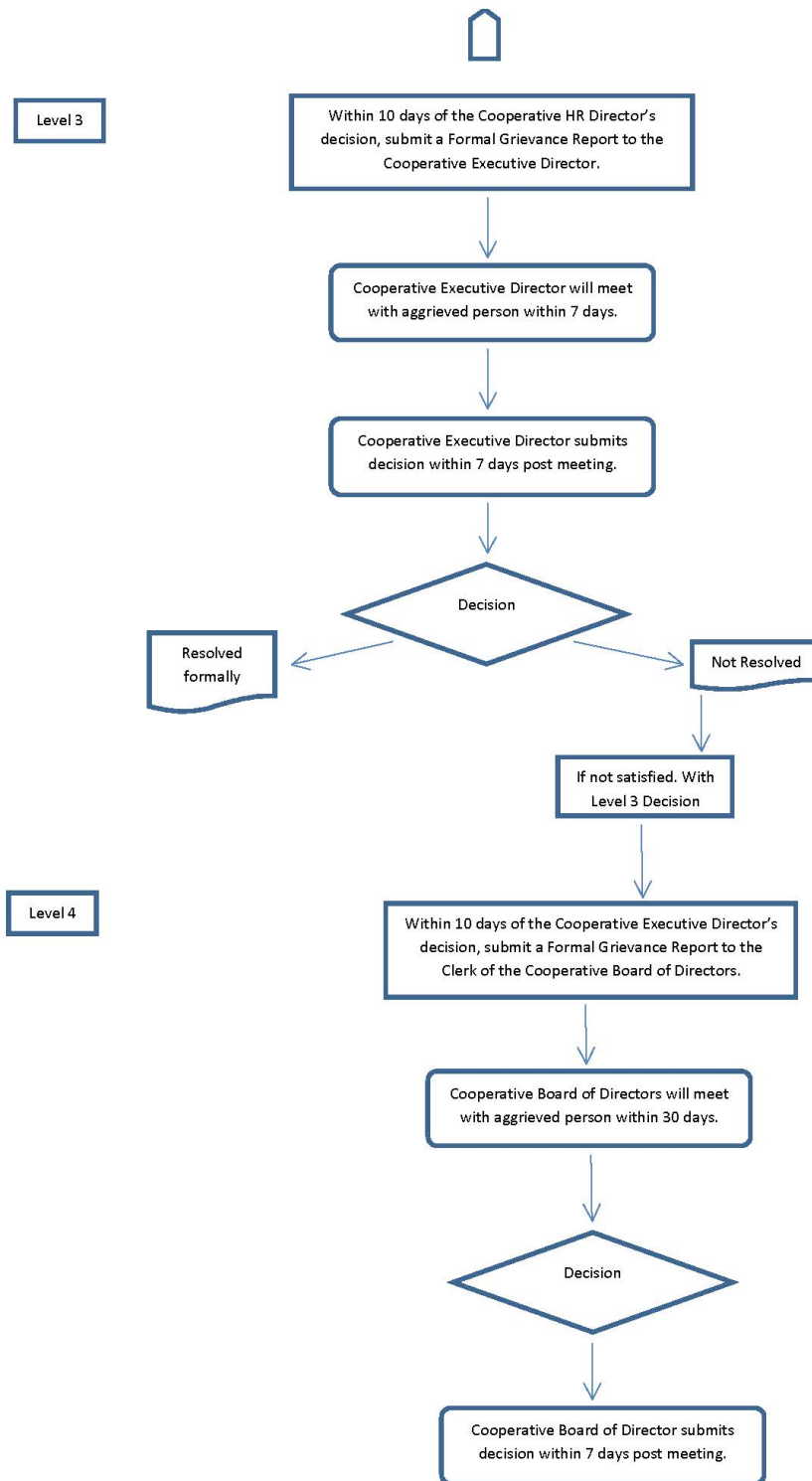
If the aggrieved person(s) is not satisfied with the disposition of the grievance at Level Three, then they may, within ten (10) days, file the grievance in writing with the Clerk of the Cooperative Board. Within thirty (30) days after receiving the written grievance, the Cooperative Board of Directors shall meet with the aggrieved person(s) in an effort to resolve it. Following the hearing, the Board shall submit a decision in writing to the aggrieved person(s) within seven (7) days. Failure of the Cooperative Board of Directors to render a decision in the allotted time shall result in the aggrieved person(s) receiving the remedy they are seeking. Any Board member absent from the hearing may not vote on the matter.

ADDITIONAL ITEMS:

1. No reprisals of any kind will be taken by the Board or the Administration against any aggrieved person, party of interest, members designated by the Association, or other participants in the grievance procedure for reason of such participation.
2. In the event a grievance is filed at the end of the year at such a time that it cannot be processed through all levels of the grievance procedure by the end of the school year and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, then the time limits set forth herein shall be expedited in order that the full procedure may be exhausted prior to the end of the fiscal year.
3. If, in the judgment of the Association, a grievance affects a group or class of licensed professionals, the Association may initiate and submit such grievance in writing to the Executive Director and the processing of such a grievance shall be commenced at level three. The Association may process such a grievance through all levels of the grievance procedure even though there is no aggrieved person who wishes to do so.

4. When it is necessary for a grievance representative or a representative designated by the Association to attend a grievance meeting or hearing during the school day, he/she will upon notice to the building principal or immediate supervisor be released without loss of pay in order to permit participation in the activities described above. Any employee whose appearance in such meetings or hearings as a witness is necessary will be accorded the same right.
5. 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 employee. Such personnel file will be maintained at the Cooperative office.
6. An aggrieved person may be represented at levels two, three, or four of the grievance procedure by himself/herself, counsel, and by a representative designated by the Association.
7. See the appendix for the formal grievance form.





GRIEVANCE PROCEDURE

SEDGWICK COUNTY AREA EDUCATIONAL SERVICES INTERLOCAL COOPERATIVE

FORMAL GRIEVANCE REPORT FORM

Procedure Level: (2) (3) (4)

(Circle one to indicate the level of the grievance)

Date filed

Name of Grievant

Building

Assignment

A. Date cause of grievance occurred:

B. Relevant contract provision:

C. State of grievant's claim (statement of the facts upon which the grievance is based. Attach additional pages if necessary):

D. Remedy desired:

Signature: Date:

Date received:

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

Signature: Date:

Date received:

MEMORANDUM OF UNDERSTANDING

On this 15 day of August, 2019, the Sedgwick County Area Educational Services Interlocal # 618 (Board) and the Special Services-NEA Teacher's Association (Association) hereby enter into the following Memorandum of Understanding:

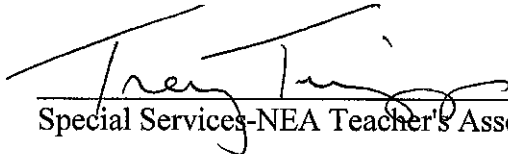
1. During negotiations for the 2019-2020 contract year, Board and the Association agreed that committees to study several issues should be formed. These committees are not permanent in nature; therefore, both the Board and the Association agree that the language pertaining to the formation of these committees should not be included in the Master Agreement between the parties.
2. The parties agree to form the following committees:

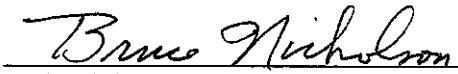
**Committee to Study Whether Professional Development Points
Should Be Used for Movement on the Salary Schedule**

**Committee to Study the Issue of the Length of Vesting in the
Employer Contributions to 403(b) Retirement Accounts**

A committee consisting of board member(s), administration (selected by administration) and teachers (selected by the Association) shall meet and study the above issues to determine what changes, if any, should be made.

3. Once the committees are no longer necessary, this Memorandum of Understanding shall expire.


Special Services-NEA Teacher's Association


Sedgwick County Area Educational Services Interlocal Cooperative #618