

# **NEGOTIATED AGREEMENT**

**BETWEEN**

**SEDGWICK COUNTY AREA EDUCATIONAL  
SERVICES INTERLOCAL COOPERATIVE #618**

**AND**

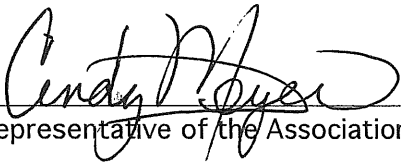
**SPECIAL SERVICES-NEA  
TEACHER'S ASSOCIATION**

**GOVERNING THE**

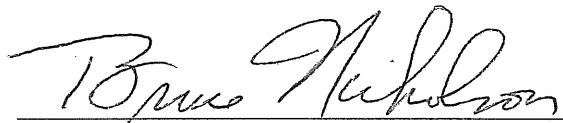
**2014-2015 SCHOOL YEAR**

PREAMBLE

This AGREEMENT was made and entered into as of the 14th day of August, 2014 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

8-15-14

Date

8-14-14

Date

This AGREEMENT was ratified by the Association on August 13, 2014 and by the Board on August 14, 2014.

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

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## 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.
DIRECTOR:	The employee of the Board who serves as the chief administrator of the Cooperative.
ASSISTANT DIRECTOR:	The employee of the Board who serves as administrative assistant to the 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 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.

## 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, 2014 through June 30, 2015. This Agreement, together with all the terms, conditions, and effects thereof, shall expire on June 30, 2015.

### 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 Director 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 or less, 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) days shall be for work under the supervision of the Cooperative Director. Should a member district not require the services of the licensed professional for 189 days, the Director may designate other work days for such licensed professional so that the total days worked is 191.
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 Director for orientation prior to the opening of the regular contract year, or at designated times during the contract year.
4. Extended contracts may be granted by the Board. The extended contracts for the psychologists shall not be for more than twenty-eight (28) days without mutual agreement by the psychologist and the Director. Prior notice will be given of changes in length of extended contracts.

### 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 determined by the policies of the district where the licensed professional is assigned. The length of the day for itinerant licensed professionals may vary from this provision if approved by the Director.

2. Non-classroom licensed professionals not assigned to a classroom, except psychologists, learning disabilities/interrelated specialists, autism specialists, emotional disturbance specialists, vocational/special needs specialists, intellectual disabilities specialists, IEP specialists, Paraeducator specialists, Reading specialists, Math specialists and Assistive Technology specialists shall work the same number of hours as licensed professionals assigned to the regular classroom. Such employees shall report for duty at the places and times most beneficial to performing the duties each day.

Participation in inservice days for non-classroom licensed professionals shall be worked out between the employees and the administration to meet the needs of their specific assignment.

3. The length of the work day for the psychologists, learning disabilities/interrelated specialists, autism specialists, emotional disturbance specialists, vocational/special needs specialists, mental retardation specialists, IEP specialists, Paraeducator specialists, Reading specialists, math specialist and Assistive Technology specialists may be eight (8) hours, excluding lunch.
4. 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 January 15 .....	\$750.00
On or before February 15 .....	\$500.00
On or before March 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 1<sup>st</sup> Birthday ..... up to six (6) weeks  
After child's 1<sup>st</sup> Birthday up to and including 4<sup>th</sup> Birthday ..... up to four (4) weeks  
After child's 4<sup>th</sup> Birthday up to and including 16<sup>th</sup> 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, stepchildren, 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 workmen's 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 certified/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.

4. Emergency Leave:

The Director 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 three (3) 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.

Prior notice of Personal Leave used to conduct personal business will be given to the Principal and/or the Cooperative Director a minimum of three (3) school days in advance of the requested leave being taken. Failure to notify the Principal or 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.

A licensed professional may request approval from the Director to "purchase" one (1) additional Personal Leave day during any contract year, to conduct personal business that cannot be completed at other times and which may not be taken to extend a holiday or vacation period. The decision by the Director on whether to approve the request for an additional Personal Leave day shall be considered final.

- a. To be granted an additional one (1) day of Personal Leave, a licensed professional must agree to use two (2) of their current contract year or accumulated temporary leave days to "purchase" the requested additional one (1) Personal Leave day. The licensed professional requesting to "purchase" the additional Personal Leave day must have two (2) temporary leave days available to use for the purchase or the request will be denied. No one-half (½) days will be allowed.

- b. The request to "purchase" an additional one (1) Personal Leave day to conduct personal business will be given to the Director, if possible, a minimum of three (3) school days in advance of the day for which the requested leave is to be taken. Failure to request to "purchase" an additional one (1) Personal Leave day from the Director as stated may result in the leave request being denied. Follow-up of any oral request in writing is required.

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

A licensed professional finding it necessary to utilize any of the chargeable accumulated days of temporary leave as defined in B1, B2, B3, B4, B5, shall notify his/her building principal.

Itinerant licensed professionals, as well as any classroom licensed professionals who do not require a substitute during their absence, will notify their building principal or secretary and will also notify the Cooperative office by completing and submitting an Itinerant Teacher Absence Report no later than three weeks upon returning to work following the absence, or if the absence occurs within three weeks of the last day of school, prior to checkout for the year with the Cooperative administration.

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, 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 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 or Assistant Director.

2. Jury Duty:

A licensed professional will be granted non-chargeable temporary leave when required to appear for jury duty during such time as the licensed professional would regularly be assigned to duty with the Cooperative. The Director 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 by the court for such jury duty. The amount received by the licensed professional for transportation, meals, or other expenses, may be retained by the licensed professional. The Cooperative will pay the cost of the substitute licensed professional.

D. Pay For Unused Temporary Leave:

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.

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 Director 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. 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 such a 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 in writing as to whether or not the licensed professional will return to his/her position on the time set for such return. Thirty (30) days prior to the date set, the Director 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 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. Applications for extended leave, which are to be effective at the beginning of a school year shall be submitted 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.

## DISCIPLINARY ACTIONS

### A. Complaints Against Licensed Professionals:

1. 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.
2. 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.
3. 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.

### B. Disciplinary Action Taken Against Licensed Professionals:

1. It is agreed by both parties that informal disciplinary actions are the first steps taken in constructive discipline; and are to be taken by Administrators in situations involving violation of a rule, regulation, or safety practice.
2. The Board agrees that information concerning proposed disciplinary actions is privileged information. The licensed professional may divulge such information to consult with or obtain representation from the Association.
3. In formal disciplinary actions an oral reprimand will be the first level of discipline and will be conducted in private. The specific incident shall be cited, and the licensed professional shall be permitted to respond to the proposed disciplinary action.

#### a. Disciplinary Actions for Duties Not Completed

1. Following an oral reprimand as described above for duties required to be completed during the school year which have not been completed during the school year or by the end of the school year (paperwork, progress reports, IEP, etc.), the licensed professional shall have five (5) school days to complete said duties; following the 5<sup>th</sup> day, the administration shall have the right to assign said licensed professional up to an additional five (5) working days during the contract year in order to complete the assigned duties.

Written notice of required completion date will be given to the licensed professional at the time of the oral reprimand and a copy placed in the licensed professional's personnel file. Following completion of the duties the documentation will be removed from the licensed professional's personnel file.

2. The additional day(s) shall be in addition to the number of stated days in the licensed professional's contract at no additional pay.
3. The specific day(s) (excluding all Sundays and legal holidays) and place for working the additional day(s) will be designated in writing by the Cooperative Administration.
4. The additional designated day(s) assigned will end when the specified requirements are completed as determined by the Cooperative Administration.

4. The next step in a formal disciplinary action shall be a written reprimand which may be included in the licensed professional's personnel file. The licensed professional shall be advised that he/she has the right to respond and that any response shall be attached to the written reprimand.
5. The Board reserves the right to reassign the licensed professional to duties that would not include student contact during disciplinary investigation.
6. The Board agrees that disapproval of leave request(s) will not be used as a disciplinary measure.
7. The licensed professional has the right to be represented by counsel at any disciplinary hearing before the Board of Directors or with the Director of the Cooperative. The licensed professional has the right to contact the Association to discuss his/her rights in any other disciplinary matters.

#### LICENSED PROFESSIONAL EVALUATION PROCEDURES

##### A. Procedure:

1. Early in the school year the Director or Assistant Director of the Cooperative shall discuss licensed professional evaluation objectives, procedures, and the evaluation instruments with all licensed professionals.
2. A pre-evaluation conference may be held between the Director or Assistant Director and the licensed professional so that the objectives, methods, and materials of the evaluation may be reviewed.
3. Evaluation conferences with the licensed professional shall be arranged according to the following schedules:
  - a. Licensed professionals in the first two consecutive years of employment shall be evaluated at least one time per semester but not later than the 60th school day of the semester, except that any licensed professional who is not employed for the entire semester shall not be required to be evaluated.
  - b. Licensed professionals during the third and fourth years of employment shall be evaluated at least one time each school year by not later than Feb. 15.
  - c. After the fourth year of employment every licensed professional shall be evaluated at least once in every three years by not later than February 15 of the school year in which the employee is evaluated.
4. Should the evaluation reveal performance deficiencies, a re-evaluation of the deficient area(s) shall be scheduled. The Administration shall provide input into correcting the deficiencies and the licensed professional shall have the responsibility for making such corrections.
5. Each licensed professional evaluation shall be completed after at least two classroom visitations which shall be twenty (20) minutes or longer in duration. The Director or Assistant Director shall complete at least one, or both of the two classroom visitations. The Director or Assistant Director will consult with the building principal prior to completion of the evaluation report.

One of the two required observations may be completed by a building principal or assistant principal and shall be twenty (20) minutes or longer in duration. The requirements for building principal or assistant principal observations are as follows:

  - a. The licensed professional being evaluated is not an itinerant licensed professional or does not teach a program in which students from several districts are included, unless that licensed professional agrees to be evaluated by the building principal or assistant principal;

- b. The building principal or assistant principal agrees to complete one of the required observations;
- c. The licensed professional being evaluated agrees to have his/her building principal or assistant principal complete one of the required observations; and
- d. The Cooperative administration agrees to have the building principal or assistant principal complete one of the required observations.

The licensed professional shall be provided class visitation notes made by the Director, Assistant Director, building principal or assistant principal of the observation.

- 6. The licensed professional evaluation report shall be completed and signed by the Director or Assistant Director as the evaluator and by the licensed professional acknowledging only that the evaluation conference was held and that the licensed professional is aware of the contents of the evaluation report.
- 7. In the event the licensed professional feels that the evaluation by the Director or Assistant Director is inaccurate, unfair, or incomplete, the licensed professional may request a review of this evaluation by the Director. Such a request for a review should be made in writing with a copy of the request to the Director or Assistant Director for his information . The Director shall then review all aspects of the evaluation.
- 8. Signed copies of the evaluation report shall be provided for the licensed professional.
- 9. Except by order of a court of competent jurisdiction the evaluation document, responses thereto, and other materials 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 K.S.A. 72-7515, 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.
- 10. Evaluation documents, responses thereto, and other entries included in the personnel file shall be maintained for a period of not less than three (3) years. All materials that might be derogatory to the licensed professional shall be removed from the file and destroyed after three years have passed since the date the materials were first placed in the file upon the request of the licensed professional.

**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 openly.
- 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.

**NON-RENEWAL, TERMINATION, RE-EMPLOYMENT:**

**A. Non-Renewal/Termination:**

1. The teaching staff 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 beyond step one no tenured licensed professional shall be non-renewed or terminated until all non-tenured licensed professionals in that classification have been non-renewed or terminated.
  - c. Step 3 - If additional reductions are required beyond step two then tenured licensed professionals in that classification shall be non-renewed or terminated by applying the following criteria:

**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	Evaluations
Fully Licensed (does not include a waived or provisional license) in Special Education - <b>Two (2) points</b>  plus (+)  Fully Licensed (does not include a waived or provisional license) in an additional Grade Level or Levels: <ul style="list-style-type: none"> <li>• (EC-EC Unified)</li> <li>• (K - 6)</li> <li>• (5 - 8)</li> <li>• (7 - 12)</li> </ul> <b>One (1) point for each additional grade level for a maximum of three (3) points.</b>  plus (+)  Highly Qualified in a Content Area/s. Maximum of five (5) points: <ul style="list-style-type: none"> <li>• Core MESH - <b>one (1) point</b></li> <li>• Math - <b>one (1) point</b></li> <li>• Language Arts - <b>one (1) point</b></li> <li>• Science - <b>one (1) point</b></li> <li>• History/SS - <b>one (1) point</b></li> </ul>	<b>Expertise</b> in a hard to fill area such as Structured Learning, Life Skills, Visual/Hearing Impairment, Positive Behavior Supports and others as determined by Cooperative Administration - <b>Two (2) points</b>  plus (+)  <b>Experience</b> in a hard to fill area, as stated above: <ul style="list-style-type: none"> <li>• 1 - 10 yrs. - <b>two (2) points</b></li> <li>• 10 &amp; above yrs. - <b>three (3) points</b></li> </ul> plus (+)  <b>Specialized training</b> (professional development points) in a hard to fill area, as stated above: <ul style="list-style-type: none"> <li>• 15 - 30 PDP - <b>One (1) point</b></li> <li>• 31 &amp; above PDP - <b>Two (2) points</b></li> </ul>	<b>One-half (1/2) point for each year</b> of experience in the Cooperative. Maximum of ten (10) points.	Points granted according to the educational placement on the salary schedule:  $\frac{1}{2}$ $\frac{2}{2}$ $\frac{3}{2}$ $\frac{4}{2}$ $\frac{5}{2}$ $\frac{6}{2}$ $\frac{7}{2}$ $\frac{8}{2}$ $\frac{9}{2}$	Points to be determined by averaging the overall evaluation score on the last three evaluations on a 0 - 4 scale.  Multiply the average times 2.5
Total =	Total =	Total =	Total =	Total =

Final Point Total = \_\_\_\_\_

3. If non-renewal or termination of tenured licensed professionals is necessary, in order to implement the decision of the Board to reduce the staff, then any licensed professional who is to be recommended for non-renewal or termination shall be informed in a conference by the Director, 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 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 may retain membership in the Board health insurance group for a period of time allowable by the insurance company as long as the arrangements are made and the premiums paid.
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**

**2014-2015 SALARY SCHEDULE**

		1	2	3	4	5	6	7	8	9
Year/ Exp.	Step	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36 /Ed.S	Ed.S.+ 12	Ph.D./ Ed.D.
0	1	37,680	38,305	38,930	39,930	40,655	41,380	42,105	42,680	43,255
1	2	38,165	38,790	39,415	40,415	41,140	41,865	42,590	43,400	43,975
2	3	38,650	39,275	39,900	40,900	41,625	42,350	43,310	44,120	44,695
3	4	39,135	39,760	40,385	41,385	42,110	43,070	44,030	44,840	45,415
4	5	39,620	40,245	40,870	41,870	42,830	43,790	44,750	45,560	46,135
5	6	40,105	40,730	41,355	42,590	43,550	44,510	45,470	46,280	46,855
6	7	40,590	41,215	42,075	43,310	44,270	45,230	46,190	47,000	47,575
7	8	41,075	41,935	42,795	44,030	44,990	45,950	46,910	47,720	48,295
8	9	41,560	42,655	43,515	44,750	45,710	46,670	47,630	48,440	49,015
9	10	42,045	43,375	44,235	45,470	46,430	47,390	48,350	49,160	49,735
10	11	42,530	44,095	44,955	46,190	47,150	48,110	49,070	49,880	50,455
11	12	43,015	44,815	45,675	46,910	47,870	48,830	49,790	50,600	51,175
12	13		45,535	46,395	47,630	48,590	49,550	50,510	51,320	51,895
13	14		46,255	47,115	48,350	49,310	50,270	51,230	52,040	52,615
14	15		46,975	47,835	49,070	50,030	50,990	51,950	52,760	53,335
15	16			48,555	49,790	50,750	51,710	52,670	53,480	54,055
16	17			49,275	50,510	51,470	52,430	53,390	54,200	54,775
17	18			49,995	51,230	52,190	53,150	54,110	54,920	55,495
18	19				51,950	52,910	53,870	54,830	55,640	56,215
19	20				52,670	53,630	54,590	55,550	56,360	56,935
20	21				53,390	54,350	55,310	56,270	57,080	57,655
21	22				54,110	55,070	56,030	56,990	57,800	58,375
22	23				54,830	55,790	56,750	57,710	58,520	59,095
23	24				55,550	56,510	57,470	58,430	59,240	59,815
24	25				56,270	57,230	58,190	59,150	59,960	60,535
25	26					57,950	58,910	59,870	60,680	61,255
26	27					58,670	59,630	60,590	61,400	61,975
27	28					59,390	60,350	61,310	62,120	62,695
28	29						61,070	62,030	62,840	63,415
29	30							62,750	63,560	64,135
30	31								64,280	64,855

## 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 ten (10) 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) Cancer Insurance
- (c) Dental Insurance
- (d) Salary Protection Insurance
- (e) Unreimbursed Medical
- (f) Child Care

If none of these options are chosen, the employee shall receive his/her total salary in cash.

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 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 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 must be approved by the Board when the licensed professional's contract is approved.

The Director's 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 MA Level or above, with the degrees being conferred at the same time, the Director of the Cooperative may apply the hours earned for one of the degrees toward advanced 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. 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 this office of the Director 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. Longevity Scale:

Beginning in the 2013-2014 contract year, staff, who have been frozen from vertical (step) movement due to the maximum number of years of experience allowed for advancement on the salary schedule being reached in the column for which they qualify, will have additional compensation added to their salary (from the salary schedule) that will be based on a longevity scale as follows for full-time staff members. The longevity compensation will be prorated for any staff member who works less than full-time. Any year frozen prior to the 2013-2014 school year will not count as a year or years frozen for purposes of compensation from the longevity scale. The count of years frozen will start with the 2013-2014 school year.

1. Year one of being frozen..... Salary Schedule Placement + \$500.00;
2. Year two of being frozen..... Salary Schedule Placement + \$950.00;
3. Year three of being frozen ..... Salary Schedule Placement + \$1,350.00;
4. Year four of being frozen ..... Salary Schedule Placement + \$1,700.00; and
5. Year five of being frozen..... Salary Schedule Placement + \$2,000.00.

On year six and after of being frozen, the licensed professional will receive no longevity compensation in addition to the salary indicated by their frozen placement on the salary schedule.

Should the licensed professional move horizontal columns and therefore would no longer be frozen, no additional compensation from the longevity scale will be added to the licensed professional's salary. Should the licensed professional become frozen on the salary schedule

again, the licensed professional would begin again on the longevity scale at year one of being frozen.

Year(s) on the Longevity Scale will not count as experience years on the salary schedule should the licensed professional move to a new horizontal column. If a step is granted during the same year the licensed professional moves to a new horizontal column, the licensed professional will move only one step on the salary schedule for each step granted by this agreement during the new year from the step they were on during the year where they previously had been frozen. If no step is granted during the year a licensed professional moves to a new horizontal column, no step will be granted and no longevity scale compensation will be added to the salary.

C. Salary Freeze:

Other contrary provisions in this agreement notwithstanding, for the contract year when both horizontal and 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 column they were placed for the previous school year. Compensation from the longevity scale will also be suspended, all returning licensed professionals will receive the same longevity pay as they received 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 \$450.00 per month towards 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:

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.

COMPENSATION FOR EXTENDED DAYS:

The psychologists, learning disabilities/interrelated specialists, autism specialists, emotional disturbance specialists, vocational/special needs specialists, intellectual disabilities specialists, IEP specialists, paraeducator specialists, reading specialists, math specialist and Assistive Technology specialists will be compensated for the extended days in an amount equal to 10% of the base of the current salary schedule.

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.

- C. 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 director in writing no later than June 16, 2008. If no election is received from an eligible employee in writing by the 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 6<sup>th</sup> 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 6<sup>th</sup> year until the certified/licensed employee is 100% vested upon beginning his/her 12<sup>th</sup> 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 6<sup>th</sup> 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, 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 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 retire prior to the 2022-2023 school year.
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>Retirement Age on July 1</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 (20<sup>th</sup>) 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 (20<sup>th</sup>) 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 reaches age 65 or is deceased, whichever occurs first.
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, 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.)

#### SUPPLEMENTAL CONTRACTS

##### A. Mentoring Program

1. Mentor Tier Support: The Mentor Tier Support Program will consist of three tiers: extended, basic and minimum support. The extended support would include the mentoring of individuals, for up to four semesters, new to the profession, less than three years of experience or new to special education. The basic support would include the mentoring of individuals, for up to two semesters, new to the Cooperative, three plus years of experience working in schools and new to special education. The minimum support would include the mentoring of individuals, for up to one semester, who are either new to a program or a veteran licensed professional, not new to special education.
  - a. Extended Support:
    1. Level of mentoring support needed by new staff members to be determined by Cooperative administration.
    2. The mentor and mentee will sign an agreement each semester outlining responsibilities.
    3. Mentors will be required to submit a monthly calendar logging activities and supports provided to the mentee.
    4. Mentors are required to attend an orientation and training sessions.
    5. Compensation will be paid on January 20 and June 20 of each year.

b. Basic Support:

1. Level of mentoring support needed by the new staff member to be determined by Cooperative administration.
2. The mentor and mentee will sign an agreement each semester outlining responsibilities.
3. Mentors will be required to submit a monthly calendar logging activities and supports provided to the mentee.
4. Mentors are required to attend an orientation and training sessions.
5. Compensation will be paid on or before January 20 and June 20 of each year.

c. Minimum Support:

1. Level of mentoring support needed by the new staff member to be determined by Cooperative administration.
2. The mentor and mentee will sign an agreement outlining responsibilities.
3. Mentors will be required to submit a monthly calendar logging activities and supports provided to the mentee.
4. Mentors will be required to attend orientation and invited to training sessions.
5. Compensation will be paid on January 20 or June 20 of each year.

2. Mentor Compensation:

- a. Extended Support Mentors would be provided \$350.00 in compensation per semester and paid as outlined above (a.5.).
- b. Basic Support Mentors would be provided \$250.00 in compensation per semester and paid as outlined above (b.5.).
- c. Minimum Support Mentors would be provided \$250.00 in compensation per semester and paid as outlined above (c.5.).
- d. Mentors asked to mentor two new staff members would be compensated for one mentee based on the level of support needed (extended, basic or minimum) plus an additional \$150.00 per semester for the second mentee.
- e. If two mentors share the mentoring responsibilities of a new staff member, the compensation for each mentor would be 50% of the amount compensated for the level of support needed (extended, basic or minimum).
- f. If a mentor provides support to a new staff member and shares the mentoring of a second new staff member, with another mentor, the mentor would receive the compensation outlined for the level of support needed (extended, basic or minimum) for mentoring one new staff member as well as an additional \$75.00 per semester for sharing the responsibilities of mentoring a second new staff member.

## GRIEVANCE PROCEDURE

### A. DEFINITIONS:

1. Grievance: A complaint made by a licensed professional, group of licensed professionals, or the Association based on an alleged violation, misinterpretation, or misapplication by the Cooperative of a negotiated contract or agreement.
2. Aggrieved Person: The person(s) or the Association filing a complaint or grievance.
3. Party of Interest: The person(s) or the Association making a complaint and/or any person who might be required to take action, or against whom action might be taken in order to resolve the complaint or grievance.
4. Days: Days referred to in the grievance procedure is defined as school days.

### B. PURPOSE AND TIME LIMITS:

1. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time arise affecting licensed professionals and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Time Limits: The number of school days indicated at each level of the procedure shall be considered the maximum and every effort should be made to, where possible, expedite the process. Written responses by either party which are postmarked within the time limits shall be considered to have met the time requirement. Should the employee filing the complaint or grievance fail to proceed to the next level of the procedure as provided therein within the maximum time allowed, then the complaint or grievance shall be deemed to be abandoned and the procedure set forth waived. The time limits set forth herein may be extended by mutual written consent.

### C. REPRESENTATION:

1. Right to Representation: 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.
2. Association Notification and Rights: The Association shall be notified of all grievances filed. The Association shall have the right to be present and to present its views on grievances filed at levels two, three or four.

### D. PROCEDURE:

1. Level One: The aggrieved person(s) having a complaint shall first discuss the problem with the building principal or immediate supervisor within ten (10) days of the occurrence which gave rise to the concern, with the objective of resolving the matter informally. If the complaint does not pertain to any aspect of the operation or Administration of the building and it would be inappropriate to discuss the complaint with the principal or supervisor then the licensed professional may within ten (10) days, discuss the complaint with the Director. If the matter is not resolved informally within seven (7) days, the complaint shall be stated specifically in writing and submitted to the building principal or immediate supervisor at level two; or the Director at level three and thereafter be considered a formal grievance.
2. Level Two: If the aggrieved person is not satisfied with the informal disposition of the complaint at level one, then he/she may, within ten (10) days following the informal decision, file the grievance in writing with the building principal or immediate supervisor. Within seven (7) days after receiving the written grievance, the principal or supervisor, shall

meet with the aggrieved person in an effort to resolve it. The principal or supervisor, shall submit a decision in writing to the aggrieved person(s) and the Director within seven (7) days following the meeting.

3. Level Three: If the aggrieved person is not satisfied with the disposition of the grievance at level two then he/she may, within ten (10) days, file the grievance in writing with the Director. Within seven (7) days after receiving the written grievance the Director shall meet with the aggrieved person in an effort to resolve it. The Director shall submit a decision in writing to the aggrieved person(s) within seven (7) days following the meeting.
4. Level Four: If the aggrieved person is not satisfied with the disposition of the grievance at level three then he/she may, within ten (10) days file the grievance in writing with the Clerk of the Board. Within thirty (30) days after receiving the written grievance, the 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 Board to render a decision in the allotted time shall result in the aggrieved person(s) receiving the remedy he/she is seeking.

It is agreed that the full Board should hear the grievance. Any Board member absent from the grievance hearing at level four may not vote on the matter.

E. MISCELLANEOUS 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 reduced 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 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, member of the professional rights and responsibilities committee, or other representatives 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. See the appendix for the grievance form.

GRIEVANCE PROCEDURE

SEDGWICK COUNTY AREA EDUCATIONAL SERVICES INTERLOCAL COOPERATIVE

GRIEVANCE REPORT FORM

Procedure Level: \_\_\_\_\_ (1) (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: \_\_\_\_\_