

**Addendum to
2011-2012 Negotiated Agreement
By and Between
Northwest Kansas Educational Service Center Board of Directors and
Northwest Kansas Educational Service Center KNEA**

- **All certified staff shall move on the salary schedule as provided in Article 3 of the 2011-2012 Negotiated Agreement.**
- **All certified staff members shall receive up to 24 hours of leave designated as “a floating holiday” for the 2011-2012 school year only. Less than 1.0 FTE staff shall have this leave prorated based upon their contract FTE. This provision shall sunset on June 30, 2012.**
- **All 1.0 FTE certified staff members shall receive a one-time payment of \$540.00. ***

***Those staff members who have a contract FTE of less than 1.0 shall have that amount prorated based upon their contracted FTE.**

***This provision is contingent upon the state reimbursing NKESC \$28,900.00 per certified FTE. This payment would be reduced proportionately dollar for dollar if the reimbursed rate is less than the expected \$28,900.00.**

This provision shall sunset June 30, 2012.

Ratified 8/18/10

**Addendum to
2010-2011 Negotiated Agreement
By and Between
Northwest Kansas Educational Service Center Board of Directors and
Northwest Kansas Educational Service Center KNEA**

It is agreed that all provisions of 2009-2010 Negotiated Agreement shall remain in effect for the 2010-2011 school year, except for those provisions that contain a “sunset clause”.

It is further agreed that in addition to the provisions of the 2009-2010 Negotiated Agreement, the following items shall be in effect for the 2010-2011 school year.

- All certified staff shall move on the salary schedule as provided in Article 3 of the 2009-2010 Negotiated Agreement.
- All certified staff members shall receive up to 24 hours of leave designated as “a floating holiday” for the 2010-2011 school year only. Less than 1.0 FTE staff shall have this leave prorated based upon their contract FTE. This provision shall sunset on June 30, 2011.
- All 1.0 FTE certified staff members shall receive a one-time payment of \$350.00. *

*Those staff members who have a contract FTE of less than 1.0 shall have that amount prorated based upon their contracted FTE.

*This provision is contingent upon the state reimbursing NKESC \$24,250.00 per certified FTE. This payment would be reduced proportionately dollar for dollar if the reimbursed rate is less than the expected \$24,250.00.

This provision shall sunset June 30, 2011.

Negotiated Agreement

by and between

The Board of Directors of the Northwest Kansas Educational
Service Center

Interlocal No. 602

and

The Northwest Kansas Educational Service Center-Kansas National
Education
Association

2011-2012

This agreement, made and entered into this 23rd day of **June** for a **one** year period beginning **July 1, 2011, and ending June 30, 2012** between the Board of Directors of the Northwest Kansas Educational Service Center (Referred to as Board) and the Northwest Kansas Educational Service Center Kansas National Education Association (Referred to as Association) is as follows:

SAVINGS CLAUSE:

If any provision of this agreement or any application of this agreement to any professional employee or group of professional employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

And subsequently, it is agreed that the parties will give disclosure notice within 10 calendar days of either side becoming aware of the issue and agree to meet within 45 calendar days from disclosure notice date in an attempt to correct any error and construct a valid provision.

The parties agree that technical corrections will be a mutually agreed upon bargaining item during the term of this agreement.

ARTICLE 1: DEFINITIONS:

- A. Board means the Board of Directors of the Northwest Kansas Educational Service Center, Interlocal No. 602
- B. Executive Director means the chief administrative officer (Executive Director) of the Northwest Kansas Educational Service Center.
- C. The term teacher, certified teacher, certified employee, professional employee or employee may be used interchangeably in this policy and shall mean the same as “professional employee” as defined in K.S.A. 72-5413 (c).
- D. Administrator means any person employed by the Board in an administrative capacity who is fulfilling duties for which an administrator’s certificate is required or an employee assigned supervisory duties by the Board and not included in the definition of teacher.
- E. Service Center means the Northwest Kansas Educational Service Center.
- F. Itinerant teacher is defined as any teacher with a regular duty assignment in more than one member school district.
- G. Extended Contract is defined as the period of time beyond the normal contract period of 188 days. The salary for extended contracts shall be calculated at 1/188th of the individual’s total contracted salary.
- H. School day is defined as a normal workday, Monday through Friday.

Article 2: Number of Items Noticed

Each team (Board and Association) agree to limit the noticed items to three in addition to a notice on salary. This will be for notices filed upon the termination of any agreement. This notice will follow the statutory date of February 1.

With mutual agreement of both parties, any item could be open for negotiations, regardless of the number of items a party has noticed. The items for mutual agreement can be added to the February notice or brought up verbally at the table once negotiations begin.

ARTICLE 3: SALARY PLACEMENT

- A. B.S. refers to a certified teacher holding a Baccalaureate Degree, either a Bachelor of Science (BS) or Bachelor of Arts (BA) or an equivalent degree from an accredited college or university.
- B. M.A. refers to a certified teacher holding a Masters Degree, either Masters of Arts(MA) or a Masters of Science (MS) or equivalent degree from an accredited college or university.
- C. SPEC refers to a certified teacher holding the Education Specialist Degree or six-year Specialist Certificate from an accredited college or university.
- D. Placement on a salary schedule shall be at the highest level allowed by the degree earned by the certified teacher **and additional college credit earned from an accredited university.**

Advancement on a salary schedule beyond the highest degree shall allow credit for additional semester hours earned in the subject area of the teacher's assignment or other hours approved in advance by the Executive Director.

Additionally, in-service credits earned **at the knowledge level** and validated through participation in an approved Individual **Professional** Development Plan (IPDP) shall also apply toward advancement on intermediate columns. Such IPDP points may not be used for placement on a Degree column and must be earned after a degree is earned in order to count toward further advancement. All IPDP points **at the knowledge level** used for salary enhancement must be approved in advance by the Executive Director. ~~IDP~~ salary enhancement will be based upon the equivalency of *Twenty (20) in-service credits (IPDP points) equal to one (1) graduate semester hour credit.

- E. One year of experience of teaching “six tenths (.6) time or more shall count as one additional year of experience for the purpose of movement on the salary schedule.

Employees working less than “six tenths” (.6) assignment shall move one step on the salary schedule when said employees aggregate experience equals or exceeds one(1.0) full time equivalency (FTE). Aggregate experience exceeding one (1.0) FTE shall be carried to the next movement sequence when applicable. (Example: An employee works .4 FTE per year - that employee would move one step on the salary schedule when his/her aggregate work experience meets or exceeds one (1.0) FTE. Year 1=.4 Year 2-.4 Year 3=.4 Year 4= One step movement with .2 FTE to carry over to the next employment sequence. This process will repeat throughout the employees employment based upon the FTE of their assignment.) Partial steps on the salary schedule shall not be allowed.

- F. Board may pay a salary “above schedule” to a certified teacher in a position or duty that “supply and demand” may require a higher salary to retain a teacher or hire a teacher to promote the general welfare of the Service Center as determined by the Board. NKESC-KNEA will be notified within 10 days of the Board’s approval of the teachers contract with an “above schedule” amount. Once an “above schedule” amount has been added to or included in a teacher’s compensation under the provisions of Section F, the amount shall remain in the teacher’s salary and be shown on the contract as a “contract incentive” amount.
- G. Following placement on the appropriate salary schedule for the 1998-1999/1999-2000 school year a teacher may not move more than one vertical step per year.
- H. Currently employed teachers will be placed on the appropriate step of the attached salary schedule, except as provided for in Item “F” of this Article. Any teacher who has been frozen more than one year, and is placed above a Masters Degree plus 45 hours shall receive a minimum of \$200.00 additional compensation each year experience after being frozen.
- I. If the salary schedule placement is incorrect, the teacher must provide the Executive Director proof of the correct placement within ten (10) days of the acceptance of a teaching contract issued according to this agreement.
- J. The salary schedules are calculated based on a contract year of 188 days of service. Compensation for more or fewer days shall be adjusted on a per diem basis. Example: The actual contracted salary shall be increased or decreased based on 1/188th of the salary schedule amount for each day above or below 188 days of the primary teaching contract, except for Article 18 of this Agreement.
- K. Teachers employed for a term in excess of the basic duty year will be paid at a rate equal to the annual salary divided by the number of days in the basic duty year for each day in excess of the basic duty year. The board shall determine the number of days of extended duty. The extended-duty days shall not be a part of the primary contract and must be approved in advance by the board and the individual teacher on at least an annual basis.

- L. In the event the teacher is absent from duty and such absence is not covered by approved leave with pay, a salary deduction will be made at a rate equal to one day divided by the number of contracted days multiplied by the contracted salary for each day of absence.

ARTICLE 4: EXTRA CURRICULAR COMPENSATION

Supplemental duties as defined by Kansas law will be scheduled and contracted by the local district and not by NKESC. All compensation for such supplemental duties shall be paid by the local school district.

ARTICLE 5: PREPARATION TIME

It is the intention of the Board that certified employees will normally have a planning period to be used for class preparation, planning and record keeping. The planning time will be scheduled by the Executive Director.

Changes in class schedules and building schedules may require a certified employee to lose a planning period. Both the Board and the certified employee shall work to use the planning period for its intended purpose.

ARTICLE 6: HOURS AND AMOUNTS OF WORK

The normal workday will be 8 hours including lunch period and travel time from the teacher's assigned home base, but excluding travel time from the teacher's last assignment to their assigned home base-(see Article 11). The Executive Director shall determine the normal departure times from the last assignment as part of the day but not to exceed 30 minutes per day.

The Executive Director may adjust or shorten the workday to accommodate extraordinary or unusual circumstances when in the best interest of the Service Center.

The normal workday may be extended by the mutual consent of the Executive Director and the staff member for staff meetings, parent conferences, teacher conferences, IEP meetings and other educational meetings as determined by the Executive Director.

The length of the lunch period will be scheduled by the Executive Director and coordinated with the schedule of the local school district.

Certified employees may leave their assigned building upon approval of the building principal. Employees may not leave the building during times they are scheduled to be with students.

All certified staff shall be paid a rate equal to their respective hourly compensation for each hour beyond the normal workday of eight (8) hours for the following purposes: direct student service provision, staff meetings, parent-teacher conferences, IEP meetings, or other services mandated by the IEP. Any other educational meetings beyond the normal workday of eight (8) hours approved by the Executive Director shall also be compensated at the employee's hourly compensated rate. Professional development meetings beyond the employee's contract period will not fall under this provision.

All certified staff may claim up to 24 hours of certified adjusted time for the purpose of preparation and collaboration. These hours may be claimed beginning August 1 through the start date of the NKESC academic calendar year.

The administration shall determine if compensation is adjusted day or monetary. Adjustment will be accrued on a "time for time" basis and calculated in fifteen (15) minute increments.

ARTICLE 7: LEAVE

Jury or Court Appearance Leave: Certified employees subpoenaed to jury duty during the employee's contract time shall be compensated at the employee's daily salary minus the stipend paid by the court. Certified employees subpoenaed to testify in court about a student they have served or are serving according to an NKESC IEP shall be compensated at the employee's daily salary minus the stipend paid by the court. The employee will retain all mileage and subsistence paid by the court without reduction in salary.

Personal Leave: Each full time certified employee should be entitled to leave *with pay* for fifteen (15) school days in each contract year. Employees working less than full time shall have their leave time prorated to the Full Time Equivalency (FTE) of their employment contract. This provision includes school closing, personal leave and sick leave.

Employees who have accumulated personal leave relevant to the language of the 2007-2008 negotiated agreement and sick leave relevant to the language of the 2007-2008 negotiated agreement shall retain accumulated leave.

Leave Exceptions: Personal leave shall not be granted during the orientation period at the beginning of each year. Leave may not be used the day before or the day after any scheduled vacation, holiday, or in-service day without the approval of the employee's administrative supervisor.

Sick Leave: Personal leave not used in the CURRENT year may accumulate (up to a total of 480 hours or 60 days for each full time certified employee/less than full time employees accumulation will be prorated to the FTE of their employment contract) and be used for illness of the employee or his/her immediate family. The immediate family shall be defined as a parent, stepparent, grandparent, child, grandchild, stepchild, brother, or sister of the employee or the employee's spouse or any dependent living in the employee's household.

- **Discretionary Leave:** Forty hours of *accumulated sick leave* is considered discretionary leave and may be used for *necessary* leave time beyond an employee's annual personal leave or prorated FTE personal leave days (as described above) for items such as school closings, or personal leave. *Annual personal bulk leave must be depleted prior to application for discretionary leave.* Discretionary leave must be applied for through each employee's immediate supervisor and approved by the executive director. The executive director retains the right to deny excessive discretionary leave requests.
- **Bereavement Leave:** Up to 40 hours **from accumulated** sick leave may be used as bereavement leave with approval of the Executive Director in the event of a death of a member of the employee's immediate family. Immediate family is defined as the employee's spouse or a parent, stepparent, grandparent, child, grandchild, stepchild, brother or sister of the employee or the employee's spouse or any dependent living in the employee's household.
- Bereavement leave for the death of a person other than immediate family shall be limited to 8 hours. Additional bereavement leave may be allowed with prior written approval of the Executive Director.

Current Employee Sick Leave Buy Back: Currently employed full time certified professional employees shall be paid \$75.00 per day for accumulated leave in excess of excess of 480 hours (60 days) payable on or before June 30, of each contract year and subject to statutory withholdings. Employees working less than full time shall have leave buy back based upon the prorated FTE of their employment contract.

Sick leave Bank Donation and Buy Back for Certified Staff Leaving Employment at Northwest Kansas Educational Service Cent (not retirement-that is addressed below): Certified professional employees who leave the employment of the Service Center shall be paid for all accumulated sick leave in excess of 240 hours (30 days) at the rate of \$20.00 per day. The first 240 hours (30 days) shall be added to the Sick Leave Bank up to the maximum hours allowable in the Sick Leave Bank.

Sick Leave Bank Donation and Buy Back for Certified Retiring Staff at NKESC: Certified professional employees who retire from their employment at the Service Center shall be paid for accumulated sick leave in excess of 240 hours (30 days) at the rate of \$50.00 per day. The first 240 hours (30 days) shall be added to the Sick Leave Bank up to the maximum hours allowable in the Sick Leave Bank.

Professional Leave: Certified employees may be granted leave to participate in professional improvement. The Executive Director must approve the request for leave.

Job related injury or illness: Any benefits granted to an employee under workers' compensation other than a lump sum payment for permanent injury, will be deducted from any sick leave benefits provided by the Board on a prorated basis. When such deductions are made, sick leave will be deducted on a prorated amount equal to the proportional amount used after any deductions for other benefits.

Extended leave: not to exceed one (1) calendar year may be granted without pay by the Board at its discretion. Certified employees on extended leave may continue to participate in any fringe benefit, if the cost of continued coverage is paid by the employee in advance.

Sick Leave Bank: The Board agrees to the creation of an association sick leave bank. The bank will be created by the contribution of employee sick leave days. Teachers with an accumulation of 240 hours of sick leave shall contribute sixteen (16) hours and teachers with an accumulation of less than 240 hours of sick leave shall contribute eight (8) hours to the Association Sick Leave Bank.

New hires with a contract date of July 1, 2002, or after shall contribute 8 hours of sick leave to the existing sick leave bank.

Unused hours in the bank shall be carried over to the following school year. The maximum carry over of hours will be 1200 hours. If at the beginning of any school year the number of hours in the bank is less than 400 hours, teachers shall contribute additional hours in the same manner as contributions were made to begin the bank.

The sick leave pool will be administered by the Association according to guidelines adopted by the Association. If a teacher has exhausted his accumulated sick leave and meets the guidelines of the bank, the teacher may request that sick leave be granted from the Association Sick Leave Bank. Upon approval by the Association, Board shall credit the teacher with the sick leave from the sick leave bank

and reduce the number of hours in the bank. If the employee accumulates more than 400 hours after the end of the school year the employee may donate the additional hours over 400 to the sick leave bank. If an employee leaves the employment of the Service Center for any reason, they may donate all their remaining accumulated sick leave hours to the sick leave bank.

*NOTE: All leave time shall be prorated based on the percent of a normal contract actually performed.

Article 8: Retirement

NKESC Early Retirement Provisions:

Eligibility:

1. The employee is currently a professional employee of the Service Center.
2. The employee reaches age 55.
3. The employee has at least 12 years of employment with the Service Center immediately prior to the request for early retirement provisions, with at least 8 years of service having been at a 1.0 F.T.E.
4. Any employee who is involved in any disciplinary action that results in a forced separation of employment will not be eligible for participation in this program.

Application:

An employee desiring to take retirement and receive the early retirement benefits must submit their written notice of retirement and request for benefits to the Executive Director or their designee on or before May 1st of the contract year of the employee's retirement.

The May 1st provision may be waived by the Board in the event the health of an employee is such that it becomes a factor to be considered in granting retirement.

Benefits:

1. The employee shall have access to any health insurance coverage available to fully employed staff members. This access will terminate when the retiree reaches the age of 65 years, dies, or fails to pay the premium.
2. The spouse of the retired employee shall have access to any health coverage available to fully employed staff members. This access will terminate when the retiree's spouse reaches the age of age 65 years, dies, or fails to pay the premium.
3. If this provision is terminated for any reason those retirees and/or spouses participating in the health insurance program shall continue to have access to the insurance program, until such time as one of the terminating events occurs.
4. The retiree shall receive the health insurance benefits as provided by the Service Center with a maximum benefit of \$2,800.00 per year until eligible for Medicare or is eligible to be covered under another employer's primary group health insurance plan. It is the responsibility of the retiree to advise the Executive Director or their designee when they become eligible for coverage under another employer's group health insurance plan. Failure to provide this notification will result in the employee being responsible to pay back to NKESC all benefits received after gaining eligibility for coverage under another employer's group

health insurance plan. The benefit payment is to be made in 12 equal installments and will be paid directly to the insurance company.

Termination Clause:

The Board shall retain the right to terminate this provision because of financial constraints, as determined in its sole discretion, upon the completion of the fiscal year with 60 days notice to the Association.

NKESC Normal Retirement Provisions:

Eligibility:

1. The employee is currently a professional employee of the Service Center.
2. The employee meets KPERS provision for normal retirement with any combination of age and service credit equal to 85.
3. The employee has at least 10 years of employment with the Service Center immediately prior to the request for normal retirement provisions, with at least 5 years of service having been at a 1.0 F.T.E. Or, the employee that has a contract period of .6FTE or more that adds up to 5.0 years or more of service may meet the full time equivalency requirement. (4-19-06)
4. Any employee who is involved in any disciplinary action that results in a forced separation of employment will not be eligible for participation in this program.

Application:

An employee desiring to take retirement and receive the normal retirement benefits must submit their written notice of retirement and request for benefits to the Executive Director or their designee on or before May 1st of the contract year of the employee's retirement.

The May 1st provision may be waived by the Board in the event the health of an employee is such that it becomes a factor to be considered in granting retirement.

Benefits:

1. The employee shall have access to any health insurance coverage available to fully employed staff members. This access will terminate when the retiree reaches the age of 65 years, dies, or fails to pay the premium.
2. The spouse of the retired employee shall have access to any health coverage available to fully employed staff members. This access will terminate when the retiree's spouse reaches the age of age 65 years, dies, or fails to pay the premium.
3. If this provision is terminated for any reason those retirees and/or spouses participating in the health insurance program shall continue to have access to the insurance program, until such time as one of the terminating events occurs.
4. The retiree shall receive the health insurance benefits as provided by the Service Center with a maximum benefit of \$2,800.00 per year until eligible for Medicare or is eligible to be covered under another employer's primary group health insurance plan. It is the responsibility of the retiree to advise the Executive Director or their designee when they become eligible for coverage under another employer's group health insurance plan. Failure to provide this notification will result in the employee being responsible to pay back to NKESC all benefits received after gaining eligibility for coverage under another employer's group

health insurance plan. The benefit payment is to be made in 12 equal installments and will be paid directly to the insurance company.

Termination Clause:

The Board shall retain the right to terminate this provision because of financial constraints, as determined in its sole discretion, upon the completion of the fiscal year with 60 days notice to the Association.

The Board shall publish the KPERS contact information in the personnel handbook annually.

Article 9: Grievance Procedure

Purpose:

To establish a procedure for handling grievances concerning interpretation of the terms and conditions of the negotiated agreement or the individual employee contract at the lowest possible level.

Definitions:

“Grievance” shall mean an alleged violation or misinterpretation of the terms and conditions of the individual teacher contract or the negotiated agreement.

“Grievant” means a certified employee of NKESC having a grievance.

Words denoting gender shall include both masculine and feminine and words denoting numbers shall include both singular and plural. Except as otherwise defined, days shall mean school days when the grievant is on duty.

In General. The adjustment of grievance shall be accomplished as rapidly as is possible. The number of days within which each step is prescribed to be accomplished shall be considered as maximum. The time limits prescribed in this agreement may be extended or reduced by mutual agreement between the parties involved. It is the responsibility of the grievant to utilize the procedure for adjusting grievances.

Level I. The initial step in the process will be an informal conference with the grievant’s immediate administrative supervisor.

Level II. After the informal conference if the grievant is not satisfied with the action taken by the immediate administrative supervisor, the grievant may within five (5) days file a written grievance with the Director of Special Education/Head Start Director.

Within ten (10) days of receiving the written grievance the Director of Special Education/Head Start will hold a conference with the grievant. The Director of Special Education/Head Start Director will respond to the grievant in writing within ten (10) days after the conference.

Level III. If after receiving the written response of the Director of Special Education/Head Start Director the grievant is not satisfied with the prescribed remedy, or if the Director of Special Education/Head Start Director does not respond to the grievant, the grievant may file a written grievance within (10) days with the Executive Director. The written grievance shall contain all previous information regarding the grievance and the action taken at previous levels.

Upon receipt of the grievance the Executive Director shall, within (10) ten days of receipt of the grievance hold a conference with the grievant which will include the Director of Special Education/Head Start Director if deemed appropriate by the Executive Director.

Within (10) ten days after the conference the Executive Director shall provide his/her decision in writing to the grievant.

Level IV. If the grievant is not satisfied with the disposition of the grievance, grievant may submit the issue to the Board by submitting a written request to the Clerk of the Board. A committee of members of the Board appointed by the Board President, shall within thirty (30) calendar days after receipt of the written request meet and confer with the grievant and render a recommendation to the Board. At the next regular Board meeting following receipt of the recommendation, the Board shall consider the grievance and render its decision. The decision of the Board shall be in writing and submitted to the grievant within (10) days following the meeting of the Board.

All persons involved in the grievance procedures shall be assured that no reprisals will follow for such participation. A record of the grievance, all documents, transcripts, and decisions will be kept in a separate grievance file and will not become part of the aggrieved person(s) file. All grievance hearings shall be closed meetings and shall be confidential. All grievance hearings at all levels I, II, and III shall be held during the grievant's normal contract day. Level IV hearings shall be held as scheduled by the Board Committee.

Representation. The grievant and the Board have a right to consultants or representative of their own choosing at each level of the grievance procedure except Level 1. Neither party shall be entitled to representation or consultant at Level I in an effort to resolve the grievance as informally as possible.

Article 10: Discipline Procedure

The parties recognize the authority of the Administration and Board to discipline, terminate or non-renew. If a teacher is to be terminated or non-renewed, he/she will be afforded those protections conferred in K.S.A. 72-5436 et seq.

Discipline procedures in lieu of termination or non-renewal will include oral and written warnings and reprimands as deemed appropriate by the Administrator imposing the discipline.

If a teacher is subject to discipline, the following procedures shall apply:

Suspension Without Pay: Only the Board of Directors has the authority to suspend an employee without pay.

No disciplinary action shall be taken against a teacher before a conference is held between the employee and the supervisor contemplating the action. The conference should be to determine the merits of the issue(s) to afford the employee an opportunity to be heard and to allow the Administrator to determine if there is just cause to proceed with disciplinary procedures.

Disciplinary Meetings or Hearings; Whenever an employee is required to meet with the immediate administrative supervisor for the purpose of disciplining the employee, the meeting shall be held during the regular business day at Northwest Kansas Educational Service Center or at a location determined by the Administrator. No employee shall be given a written reprimand or more serious disciplinary action at such a meeting unless the employee had advance notice of the meeting.

The teacher shall have the right to respond in writing or to request an appeal within two weeks of any discipline imposed.

Within two weeks of any discipline imposed, the teacher shall have the right to appeal to the Executive Director. The employee, at their option, and with a signed statement waiving confidentiality, may have a local NKESC-KNEA representative present for the purposes of observation and/or note taking. In this situation, the administrative supervisor imposing the discipline may also be present. The Executive Director may have a clerical staff member present to take notes on behalf of the administration.

All written discipline taken shall be placed in the teacher's personnel file and shall include any written response provided by the teacher. All parties understand that these discipline procedures cannot be grieved pursuant to Article 9 of the Negotiated Agreement.

ARTICLE 11: EXPENSE REIMBURSEMENT

- A. Certified employees required in the course of their employment to drive their personal cars from one school building to another during the school day shall receive a car mileage reimbursement. The amount of the reimbursement to be paid by NKESC will be at **the State approved reimbursement rate** per mile. The same reimbursement will be paid for use of personal cars for field trips or other business use approved by the Executive Director.
- B. The mileage allowed will be determined by map miles as certified by the Executive Director. Certified employees shall be required to report the number of business trips made and the mileage as determined by the Executive Director.
- C. Mileage shall not be paid for the certified employees travel from his or her residence to the first duty assignment or from the last duty assignment to the employee's residence.
- D. Special provision for teachers whose assignments are changed by NKESC and for itinerant teachers.
 - 1. All teachers will be assigned a Home Base, which will be a USD administrative office, by the Executive Director. NKESC shall pay mileage reimbursement for miles driven in excess of 30 miles per day to and from the work assignment except itinerant teachers (as defined elsewhere in this agreement) shall be paid mileage reimbursement for all approved travel from Home Base and back to Home Base, or actual miles driven.
 - 2. For new employees the assignment of Home Base shall be made by August 15.
- E. The Executive Director is authorized to assign an NKESC vehicle to any certified teacher. The NKESC vehicle shall be maintained at NKESC expense. The teacher will not be entitled to mileage expense reimbursement while using an NKESC vehicle. The NKESC vehicle will be available at the assigned "Home Base." The NKESC vehicle may not be used by the certified teacher for personal travel.
- F. All meal expense except business meals approved in advance by the Executive Director, will be personal expenses and will not be paid for or reimbursed by NKESC.

- G.** Staff members who are issued a lease vehicle will be given the option of parking their lease vehicle at the designated home base or at their home residence. Staff members will be required to submit monthly the approved documentation specifying daily travel to and from work. Additional income will be reported on a per diem basis as provided in IRS regulations. This parking designation must be determined at the beginning of the school year on or before the Executive Director's determined date.
- H. Tuition Reimbursement**
Beginning with this July 1, 2029 school year the Board will reimburse the cost of tuition or ~~\$100.00~~ **\$200.00** per credit hour. ~~whichever is less, for hours that qualify for schedule advancement according to Article 3, Section D., of the current agreement and in which the teacher receives a passing or satisfactory grade.~~ The maximum payment is ~~\$600.00~~ **\$1200.00** per teacher per year.
- **#1 All eligible classes must have pre-approval by the Executive Director and teachers must receive a passing or satisfactory grade.**
 - **#2 Hours must be deemed necessary and relevant for the improvement of services to students in the NKESC catchment area.**
 - **#3** New hires are eligible for tuition reimbursement for classes beginning on or after the first day of their contract.
 - **#4** An official transcript from the college where the hours are taken will be proof of completed work. Transcripts shall normally be submitted to the Business Office on or before September 10th.
 - **#5** Reimbursement will be made no later than October 1st following the September 10th due date for transcripts. If the individual leaves the district prior to the reimbursement date, reimbursement shall not take place for that individual.

Annually, the Executive Director and KNEA President will have a dialogue to review and identify areas of need for NKESC.

ARTICLE 12: FRINGE BENEFITS

The Board shall establish a salary reduction plan for all certified teachers normally working 20 hours or more per week. The salary reduction plan shall include group health insurance and group term life insurance (maximum \$50,000). The plan carriers and benefits shall be selected by the Board and may be changed by the Board. Certified employees desiring to participate in the salary reduction plan shall make a written election of the salary reduction on or before November 30 of each year on forms provided by the Executive Director. The election can be changed if such change is consistent with the IRS Code, IRS regulations and the salary reduction plan.

In the event the insurance carrier for any benefit elects not to provide a group program, the Board is relieved of any responsibility to continue or provide such coverage as a part of the salary reduction plan.

The monthly fringe payment will cease upon the employee's termination and/or non-renewal for any reason.

Health Insurance: The Board will pay in addition to salary, a fringe benefit of a single group health/life insurance premium for all full-time certified employees. The fringe benefit shall be applied to the group health/life insurance plan selected and may not be taken as cash by the employee. Employees working less than full-time shall have the fringe benefit prorated based on the percent of a normal contract actually performed.

The insurance committee will consist of eight (8) members. Four (4) members shall be appointed by the Association and four (4) members shall be appointed by the Board of Directors. The Executive Director shall chair the insurance committee.

All members shall be named not later than January 1 with the first meeting to be called by the Executive Director not later than ~~February 1~~ **May 1 or within 10 days of the receipt of the written notification of the premium and/or benefit changes.** A quorum of the committee shall be three (3) members appointed by the Association and three (3) members appointed by the Board, one of which may be the Executive Director.

The committee will meet to discuss health insurance carriers and coverage. The committee recommendations shall be made to the Board of Directors not later than July 1st.

ARTICLE 13: EVALUATION PROCEDURE

- A. Every teacher in the first two years of employment shall be evaluated at least once each semester by the sixtieth (60th) day of the semester. Every teacher in the third and fourth year of employment shall be evaluated at least once each school year by February 15. Every teacher employed five (5) or more years by NKESC shall be evaluated at least once every three (3) years and by February 15 of the year evaluated.
- B. The first evaluation observation of the teacher in each year shall be scheduled by the evaluator in advance. Further observations may be scheduled or unscheduled.
- C. The number of evaluations as stated in Paragraph 1 are minimum. The administration has the right to conduct more frequent evaluations.
- D. The evaluator shall complete written observation notes for all scheduled observations.
- E. The evaluations may be completed by NKESC administrative staff or may be completed by the administration of the local school district where the teacher is assigned.
- F. Prior to completion of the formal evaluation, the evaluator shall observe the teacher for at least one class period or 45 minutes, whichever may be less.
- G. The evaluator shall meet with the teacher for completion of the formal evaluation within two (2) weeks of the last observation.
- H. The teacher may make a written response to the evaluation within two (2) weeks of the presentation of the evaluation document.
- I. Should the evaluation reveal a performance deficiency, the evaluator shall provide written suggestions for the correction of deficiencies. The teacher and the evaluator shall meet to review the written suggestions within two weeks of the formal evaluation. The suggestions may include assistance to be provided by the evaluator, action to be taken by the teacher and time for future observations. This section shall not restrict the Board's right to terminate or non-renew a teacher's contract.

- J. The Executive Director may, with prior written notice of the Executive Director's rationale to the employee, contract for the services of an independent agency or individual to assess the performance of technical competence for those certified employees who hold a license or certificate (that is required for their job) issued by an agency other than the State Department of Education. Such an assessment shall become a part of the official evaluation record.

ARTICLE 15: TEACHER CONTRACT

NORTHWEST KANSAS EDUCATIONAL SERVICE CENTER
703 WEST SECOND
OAKLEY, KS 67748

This contract, made and entered into, in triplicate this _____ day of _____, 20____, by and between the Northwest Kansas Educational Service Center, Logan County, State of Kansas, hereinafter called the "Board" and _____, hereinafter called the "Employee". The parties hereto agree that _____ shall be employed by the Board as an employee at Northwest Kansas Educational Service Center, Logan County, Kansas for the school year _____, as defined and scheduled by the Board, which shall include _____ days of employment with assignments designated by the Board, including but not limited to _____, at the salary of \$ _____ for said year, payable in _____ equal installments, on or before the 20th of each month, commencing _____, 20____, subject to the following terms and conditions:

1. The service to be performed by the Employee hereunder shall be as determined and assigned by the Executive Director or the Director of Special Education of the Northwest Kansas Educational Service Center, and the Employee shall be subject to the policies, orders, rules and regulations of the Board; however, said policies, orders, rules and regulations are not a part of this contract. The Board reserves the right to transfer or reassign the Employee to any other school, or to any educational projector program of the Service Center for which the Employee is qualified.
2. This contract is contingent upon the Employee being and remaining certificated during the term of employment there under with respect to the position for which the Employee is employed as provided by law; in the event the Employee shall be unable to furnish to the Board and to maintain an applicable Kansas Instructor's Certificate to be in full force and effect during the term of employment hereunder, this Contract shall be null and void, terminated and canceled.
3. Upon initial employment, the Employee is required to submit a certification of health signed by a licensed physician, Physician's Assistant or Advanced Registered Nurse Practitioner, the expenses thereof to be borne by the employee as provided by K.S.A. 72-5213. Additional health certificates and examinations may be required by the Board at Board expense.
4. In the event the employment of the Employee hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as herein before specified shall be adjusted and paid on the basis of an amount which, together with the compensation heretofore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined and scheduled by the Board.
5. In the event Employee is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence not covered by sick leave or the result of other authorized absence in accordance with and subject to the rules and regulations of the Board, and the current Negotiated Agreement.
6. This Contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereof or supplements thereto respectively, and to all other applicable United States and Kansas laws.

Employee Date

Executive Director

Clerk

President of NKESC
Board of Directors

Column
Step:

ARTICLE 16: WORK YEAR

The normal contracted work year for all certified employees will be 188 days as determined and scheduled by the Board. Non-itinerant teachers will be allowed to follow the schedule of their assigned districts to accommodate that district's schedule. First year teachers will have a 189 day work year without additional salary.

ARTICLE 17: REDUCTION IN FORCE

The reduction-in-force Article is based upon the following basic underlying premises.

1. The Board does have the right to determine which programs the NKESC will conduct and who they will employ to facilitate such programs. While making these decisions, the Board must be certain to maintain the property rights of certified employees.
2. Due process as required by Kansas law shall be afforded to any certified employee non-renewed or reduced to part-time because the position has been eliminated as a result of the Board's decision to reduce staff even though the total number of staff members may actually be increased.

Definition:

1. Reduction in force: A process whereby a person's employment is being non-renewed as a result of the Board's decision to reduce staff even though the total number of staff members may actually be increased.
2. Tenured employee: A certified staff member currently under contract who has completed three or more years of service.
3. Probationary employee: A certified staff member currently under contract who has completed less than three years.
4. Teaching area: Any program involving student participation which is approved by the Board.
5. Area of endorsement: Area of endorsement or endorsement as set forth on the employee's teaching or administrative certificate.
6. Length of service: Years of full-time teaching experience as a certified teacher of NKESC.

Reduction-in-force Policy

1. Reduction in certified staff required by the Board's decision to reduce staff shall be accomplished whenever possible through normal procedures or resignations, retirement and other methods of staff attrition.

2. Beyond normal staff attrition the Executive Director shall recommend to the Board the services and programs where fewer employees are needed or where programs should be discontinued. Employees whose program and/or positions may be eliminated shall be given preference for any vacancy for which the employee is qualified and certified or where certification is not applicable by reason of college credits in the teaching area. Such preference shall be based upon combining rating of length of service, academic preparation, and performance appraisal (each factor will count one-third (1/3) of the total rating). Such things as accreditation requirements, NKESC goals, and State Department of Education standards shall be criteria used in determining any such reassignment.
3. Reductions shall be made on the basis of combined rating of length of service, academic preparation, and performance appraisal (each factor will count one-third (1/3) of the total rating).
4. The selection of personnel for non-renewal will be based on the combined ratings.
5. The Board shall consider the Executive Director's recommendation for reduction in force and certified employee(s) being non-renewed due to a reduction in force shall be notified in writing by the Clerk of the Board. Such notification shall include the condition(s) that the Board considers may be reasons to non-renew or reduce the contract for the ensuing school year, and shall inform such employee(s) of his or her right to request a hearing. The request shall be in writing and filed within fifteen (15) calendar days of receipt of the Board notice.
6. Those employees who have been non-renewed through a reduction in force shall be offered re-employment with the NKESC within twelve (12) months from the end of the contract when vacancies occur for which they are qualified. At re-employment, the employee(s) shall retain any benefits which had accrued to said employee(s) at the time of non-renewal. The length of time represented by the break in service shall not be included as service with the NKESC. If said certified employee(s) is under contract to another educational institution he or she may waive recall but waiver shall not deprive the employee(s) his or her right to subsequent recall. The employee shall be responsible for maintaining his or her current address and phone number with the NKESC administration office. A list of these certified employees eligible for recall shall be maintained and qualified certified employees shall be offered re-employment on the basis of length of service. Upon an offer of re-employment, the teacher shall have five (5) days to accept or reject the offer of reemployment. If no response is received the teacher will be deemed to have rejected the offer of re-employment.
7. If the reduction of an employee's position based upon the provisions of this Article would place the NKESC in non-compliance of any federal or state law or regulations requiring affirmative action employment practices, the NKESC may vary from this Article only to the extent necessary to comply with such laws or regulations.

ARTICLE 18: TEACHER FILES AND COMPLAINTS

TEACHER FILES

Official teacher personnel files shall be open to the inspection of the individual teacher during normal business hours. The teacher shall have the right to respond in writing to all materials contained in said file. The response shall become part of the file. Credentials and related papers from the Teacher Placement Bureaus, which by their own regulations are labeled as confidential shall remain confidential.

The teacher shall have the right to have the contents of the teacher's file reproduced except for confidential credentials and related papers.

Any written complaint regarding a teacher made to an administrator by any parent, student, or other person which is placed in the teacher's personnel file shall be provided to the teacher. The teacher shall have an opportunity to respond to the complaint in writing.

ARTICLE 19: SUMMER SCHOOL PAY

Certified employees who are employed for summer school shall be paid at the rate agreed to by the Executive Director and the certified employee.

ARTICLE 20: LIQUIDATED DAMAGES

All teachers resigning from NKESC after the 14th day following the 3rd Friday in May will be liable to pay liquidated damages to NKESC. The Board will accept the resignation of a certified employee tendered after the 14th day following the 3rd Friday in May upon receipt of the following amount of liquidated damages.

- 1. One percent of the certified employee's contract salary for a resignation received between the 1st day and the 30th day following the 14th day following the 3rd Friday in May.**
- 2. Two percent of the certified employee's contract salary for a resignation received between the 31st day and the 60th day following the 14th day following the 3rd Friday in May.**
- 3. Three percent of the certified employee's contract salary for a resignation received between the 61st day and the 90th day following the 14th day following the 3rd Friday in May.**
- 4. Four percent of the certified employee's contract salary for a resignation received after the 90th day following the 14th day following the 3rd Friday in May.**

All amounts paid according to this article are paid as liquidated damages. The Board reserves the right to waive the requirement of payment of liquidated damages while still accepting the resignation.

K.S.A. 72-5437. CONTINUATION OF TEACHERS' CONTRACTS; NOTICE OF TERMINATION OR NONRENEWAL; CHANGE OF TERMS.

- (a) All contracts of employment of teachers, as defined in K.S.A. 72-5436, and amendments thereto, except contracts entered into under the provisions of K.S.A. 72-5412a, and amendments thereto, shall be deemed to continue for the next succeeding school year unless written notice of termination or nonrenewal is served as provided in this subsection. Written notice to terminate a contract may be served by a board upon any teacher prior to the time the contract has been completed, and written notice of intention to nonrenew a contract shall be served by a board upon any teacher on or before the third Friday in May. A teacher shall give written notice to a board that the teacher does not desire continuation of a contract on or before the 14th calendar day following the third Friday in May or, if applicable, not later than 15 days after the issuance of a unilateral contract as authorized by K.S.A. 72-5428a, and amendments thereto, whichever is the later date.
- (b) Terms of a contract may be changed at any time by mutual consent of both a teacher and a board.
- (c) As used in this section, "teacher" means
 - (1) a teacher is defined by K.S.A. 72-5436, and amendments thereto, and
 - (2) any professional employee who is a retirant from school employment of the Kansas public employees retirement system.

Article 21: Association Rights:

Recognition: The Board recognizes the Association as the exclusive bargaining agent for all Professional Employees.

Communications with Bargaining Unit Members: The Association shall have the use of the NKESC mail service, Professional Employee mail boxes and e-mail for communication to the Professional Employee so long as it does not interfere with normal function of the mail service or school business.

Association use of building and equipment: The Association may use NKESC facilities and equipment when approved by the Executive Director.

Access to the Bargaining Unit Members: The Association shall be granted one (1) hour of time during the August staff orientation meeting and one (1) hour of time during the February in-service (provided one is held). The Executive Director shall schedule the time. It is understood, that attendance of bargaining unit members shall not be required by the NKESC Administrators.

Access to Information: The Association will be provided information covered under the open records act in accordance with K.S.A. 45-218(d).

Notification of New Hires: The Association shall be given notification of the hiring of certified professional staff within 14 days of the Board's approval of employment.

Association Dues: The Board shall deduct Association dues from the salary of a certified employee only upon written authorization signed by the employee. The written authorization must be filed with the Clerk of the Board on or before September 10. Once the authorization is properly filed, the deduction will continue on an annual basis until revoked in writing by the employee. The revocation must be filed with the Board Clerk on or before September 10.

According to the written authorization, the Board will deduct one-ninth (1/9th) of the annual dues from the regular salary check of the certified employee each month beginning with the October salary check. The Board shall transmit to the Association the total monthly deduction for Association dues within ten (10) days after payday. The amount of the Association dues will be certified to the Director on or before September 10 of each year.

The Association shall indemnify and hold harmless the Board from any and all claims, demands suits, or other forms of liability that shall arise out of or by reasons of any action taken by the Board for the purpose of complying with this article.

Association Leave: At the beginning of each school year, the professional association shall be credited with four (4) days leave to be used by the professional educators who are officers or agents of NKESC-KNEA. The NKESC-KNEA agrees to notify the administration in writing no less than 48 hours in advance of taking such leave. NKESC-KNEA will reimburse NKESC for the cost of the substitute. These days are separate leave days and shall not be charged as any other leave.

ARTICLE 22: REPRODUCTION OF AGREEMENT

The NKESC Board of Directors will direct that the current negotiated agreement shall be placed n the NKESC Web site within five (5) days after both parties have ratified the agreement.

All employees can access the text of the negotiated agreement on the NKESC web site at www.nkesc.org

The NKESC administrative office shall provide the Association with five (5) printed copies.

President, Board of Directors
NKESC Interlocal #602
Ratified

Lead Negotiator, NKESC-KNEA
Ratified