

PROFESSIONAL AGREEMENT

2022-2023

**SOUTHEAST KANSAS INTERLOCAL
NUMBER 637**

AND

**SOUTHEAST KANSAS INTERLOCAL
EDUCATION ASSOCIATION**

Updated July 2022

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PREAMBLE

The Board of Directors and the professional employees of the Southeast Kansas Interlocal Number 637 realize their interdependence on each other to achieve the common goal of providing excellent educational opportunities for the youth we mutually serve. Effective communication between professional employees, administrators, and the Board is necessary for the development of sound educational policies.

CONTRACT DEFINITIONS

Administrator - professional employees hired by the Southeast Kansas Interlocal Number 637 Board on an administrator's contract

Association - Southeast Kansas Interlocal Education Association, affiliated with the Kansas National Education Association and the National Education Association

Bargaining Unit - shall include all persons, except administrators, employed by the Board in a position requiring a certificate/license issued by the State Board or employed in a professional, educational, or instructional capacity including, but not necessarily limited to, teachers, school social workers, occupational therapists, physical therapists, school psychologists, speech language pathologists, audiologists, interpreters, and school nurses.

Board - Board of Directors of Southeast Kansas Interlocal Number 637

Days - except where indicated otherwise, shall mean days staff are required to be on duty.

Director - Director of Southeast Kansas Interlocal Number 637

Interlocal - Southeast Kansas Interlocal Number 637

Near Relative - spouse, siblings, parents, grandparents, children and grandchildren of the professional employee; children, parents, siblings and grandparents of the professional employee's spouse. This includes relationships established through marriage or adoption.

Opening - a vacancy created through resignation or death of a professional employee, leave of absence, transfer of a professional employee to another position, creation of a new position/program and/or redefining of position(s).

Principal - professional employees hired by the Board on a building administrator's contract.

Seniority - certified/licensed full-time professional employees having continuous contracts with the Interlocal and the Southeast Kansas Special Education Cooperative for the highest number of years regardless of assignments.

Standing committee - committees that comply with the guidelines found on the Standing Committee form contained in the Appendix

Teacher or Professional Employee - shall be used interchangeably and shall mean all persons defined in the bargaining unit.

Section 1: Procedures for Open Communication

- A. Board Recognition. The Board recognizes teaching as a profession and the Association as the organization which represents the bargaining unit staff. This does not eliminate the right of other groups or individuals to be heard by the Board.
- B. Responsibility of the Association. The Association should have a well-informed, responsible membership. It should seek high goals of professional employee excellence, professional ethics, and personnel practices.
- C. Request for Conferences. If the Association wishes to discuss a matter or make a proposal, said request should be made to the Director. Said request for a conference should be accompanied by a written statement setting forth the nature of the proposal or matter to be discussed. Said request may result in a recommendation being made by the Director to the Board as agreed upon by the conferees.

In the event that the conferees fail to reach an agreement, the Association may choose to request the Director to arrange for a conference with the Board to be held within a period of fifteen (15) days after the request is made.

In a reverse procedure, the Board or the Director may desire to discuss a matter of mutual concern with the Association, and a written request for a conference should be addressed to the President of the Association. The request should state the nature of the concern and should result in a conference being held for the purpose of a mutual understanding. The conferees should freely exchange any data or available information relating to the subject under consideration.

Section II: Professional Responsibilities

Article 1: Professional Day

- A. Professional employees shall work all duty days of the district in which they are employed. A professional employee working in more than one district shall generally follow the calendar of the district in which he/she works the greatest percentage of the contract time. Exceptions may be allowed as mutually agreed by the Director and the individual professional employee.
- B. Professional employees employed at the Interlocal alternative day programs (The Learning Center, the RISE Center, Crawford County LCS, and any future alternative day programs) shall work the median number of scheduled duty days of the thirteen participating districts.
- C. The presence of the professional employee is expected during the school day when the professional employee has an assigned responsibility with pupils or other assigned duties. Each professional employee shall work the specified hours of the duty day of the host district. Professional employees working in districts where the duty day, not including the duty-free lunch time, is less than seven hours, shall adjust their schedule to seven hours. Exceptions may be allowed as mutually agreed by the Director and the individual professional employee.

- D. Professional employees shall submit a copy of their daily schedule to the Director by September 1st of each school year and at times when there is a significant and permanent change in the daily schedule.
- E. Professional employees that routinely supervise special education students in their classrooms before school, after school, or during recess times shall not be included in any supervision roster of their host school. The determination of whether this special education student supervision is necessary shall be determined by the building principal who shall consult with the professional employee and the Interlocal administrator.
- F. Calendar vacation for those in multiple districts will be given in compliance with the district which engages the professional employee the greatest percentage of the contract time.
- G. There shall be a duty-free lunch time that is equivalent in length to the general education teachers in the host school. Duty-free lunch time issues involving Interlocal professional employees will be resolved cooperatively by the professional employee, building administrator, and the Interlocal administrator.
- H. Professional employees at each instructional level shall receive duty-free planning time equivalent to that of the general education teachers in the host school. Duty free planning time applies only to professional employees who have classroom preparation and student supervisory duties (teachers). Duty free planning time issues involving Interlocal professional employees will be resolved cooperatively by the professional employee, building administrator, and the Interlocal administrator. This shall be pro-rated for part-time basis.
- I. Professional employees who have classroom preparation and student supervisory duties who do not have an Interlocal administrator approved duty day schedule reflecting duty-free planning time shall be compensated at an hourly basis based on the professional employee's salary schedule placement. Duty-free planning time issues involving Interlocal professional employees will be resolved cooperatively by the professional employee, building administrator, and the Interlocal administrator. If the issue cannot be resolved, payment for missed planning time must be contracted and approved by the Board.
- J. Determination of planning time for professional employees teaching more than one level will be based upon the level at which the professional employee is assigned the greatest amount of time. Revisions may be necessary as schedules change.
- K. Travel time will vary according to the professional employee's assignment and will be mutually determined by the professional employee and the administration at the beginning of the school year. Revisions may be necessary as schedules change.

Article 2: Extended Contract

- A. Professional employees shall work the calendar as described in Section II Article 1. Additionally, some professional employees may be contracted for additional days. The Board shall determine the number of days of extended duty. The extended-duty days shall not be part of the primary contract and must be approved in advance by the Board and the professional employee on at least an annual basis. The extended days shall be immediately

before or after the basic duty year unless otherwise agreed to by the professional employee and the Board. Compensation for those individuals shall be as follows:

1. For those professional employees on staff prior to the 2004-2005 school year, the professional employee shall receive an additional 1/9 of his/her salary schedule salary for 20 extra days and 1/18 for 10 extra days.
2. For those professional employees hired for the 2004-2005 school year and subsequently, the median number of scheduled days among the participating districts shall be determined. That number shall be divided into the professional employee's salary schedule salary to determine a daily rate. The professional employees shall receive that amount for each additional day contracted.

Article 3: Professional Employee Responsibilities

The professional employee shall spend the necessary time for the following:

- A. Complete and adequate preparation to carry out the responsibility to pupils and for necessary administrative work related to his/her assignment.
- B. Individual conferences between professional employee and administrator at mutually agreeable times, and staff conferences or meetings when necessary.
- C. Student and parent conferences when necessary.

Article 4: Reduction of Non-Teaching Duties

To enable instructors to more effectively meet their responsibilities, the Board agrees to strive continually to reduce the non-teaching services presently performed by instructors through the employment of non-certificated personnel and/or the expansion of supportive services.

Article 5: Exclusions from the Professional Day

Attendance at evening meetings, while such may be desirable and encouraged, shall not be required with the exception of one (1) Open House annually, if requested by the building administrator. Exclusion: This does not apply to evening parent/teacher conferences which are a part of the scheduled duty day.

Section III: Savings Clause

If any provision of a negotiated agreement is held to be contrary to law, then such provision shall be invalid or non-subsistent except to the extent permitted by law, but all other provisions shall continue to full force and effect.

Section IV: Grievance Procedure

- A. A grievant is any professional employee who files a grievance.
- B. A grievance is an alleged violation, misapplication or misinterpretation of the provisions of the negotiated agreement between the Association and the Board, and/or the provisions of an employee's individual contract of employment.
- C. For purposes of this Article, a day shall be considered any day that the Interlocal office is open for business.

Article 1: Purpose

The purpose of this procedure is to secure, as quickly as possible and at the lowest possible level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.

Article 2: Procedure

By mutual agreement, the following timelines on any level may be extended.

Level 1. The grievant must request an informal conference with the administrator most reasonably related to the matter in dispute within ten (10) days after becoming aware of the grievance. At this conference, the grievant shall directly seek to resolve the matter informally. At this level, neither party may have representation. At all other levels, each side shall be entitled to representation. If the grievant is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievant may file the grievance with the Director or, at the Director's discretion, the Assistant Director(s).

Level 2. Such grievance must be filed with the Director within five (5) days of the decision at Level 1. Within the five (5) days after receipt of the written grievance by the Director, the Director will meet with the aggrieved person and a representative (if the grievant chooses to have representation) in an effort to resolve it. If the Director or the grievant is unable to meet within the specified time frame, a mutually agreed upon date for such a meeting, no later than an additional ten (10) days shall be determined. If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) days after presentation of the grievance, the grievant may file the written grievance with the Clerk of the Board.

Level 3. Such grievance must be filed with the Clerk of the Board within five (5) days of the decision at Level 2. Within twenty-five (25) days after receipt of the written grievance by the Clerk of the Board, the Board will meet with the aggrieved person and a representative (if the grievant chooses to have representation) in an effort to resolve it. The Board shall render a written decision within five (5) days following said meeting.

Level 4. The grievant may appeal the decision of the Board to the District Court pursuant to K.S.A. 60-2101(d.)

Article 3: Method

The request for review of a grievance at all levels shall be made in writing and shall be specific as to the nature of the alleged grievance. Said grievant or representative shall cite with particularity the provision of the agreement or the grievant's individual contract of employment which the grievant believes has been misapplied, misinterpreted, or violated. The grievant shall describe to the best of his/her abilities the alleged event or act giving rise to the grievance including approximate time, date, place and the name(s) of known witness(es), together with the relief sought. No additional issues shall be added once the grievance has been filed.

Article 4: Grievance Forms

All grievances shall be filed in writing on forms designated and furnished by the Board.

All grievance hearings and conferences shall be closed to individuals, groups, and organizations not directly a party in the hearings. No reprisals of any kind will be taken against any aggrieved person, any party in interest, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedure by reason of such participation.

All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

Section V: Professional Employee Rights

Article 1: Professional Employee Discipline

A. General Provisions

1. The Association recognizes the right of the Board to discipline its professional employees.
2. No professional employee will be formally disciplined without just cause.
Progressive discipline will be used.
3. Professional employees are entitled to bring a representative of their choice to any discipline meeting.
4. Information concerning proposed disciplinary actions is privileged information. The professional employee may divulge such information for the purpose of consulting with or obtaining representation from the Association.
5. No disciplinary action is to be taken in front of students, parents, and/or co-workers.
6. Measures such as assignment to nonprofessional tasks or disapproval of leave requests will not be used as disciplinary measures.

B. Just cause: a standard for discipline which generally includes an advance warning of the rule or expectation, that appropriate and objective investigation occurred prior to discipline being administered, that anonymous information shall not be the basis for any discipline unless it has been substantiated, that reasonable proof of the charge existed, and that there was evenhanded application of the rules and/or discipline when considered with the seriousness of the charge and formal and informal records of the employee's prior behavior and/or record of service to the Interlocal.

- C. Any complaints regarding a professional employee reflecting concern about his/her performance in or out of the classroom made by any parent, student, or other person that is deemed serious enough to be reduced to writing and either placed in the professional employee's file and/or used in an evaluation, reprimand, or any other action, shall be promptly called to the professional employee's attention and the professional employee shall receive a copy of said complaint.
- D. 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 of a minor nature involving violation of a rule, regulation, or safety practice. Situations of a minor nature shall be handled through the informal process. Situations of a serious nature shall be handled through the formal process.
1. Informal: Oral admonitions and warnings or written letters of warning, caution or requirements may be taken by either building level or Interlocal administrators on their own initiative. Written statements included in this category will not be included in a professional employee's personnel file.
 2. Formal: Formal disciplinary actions, such as plans of improvement, written reprimands or suspension, may be used only for more serious offenses or when informal disciplinary actions have not corrected unacceptable patterns of behavior as determined by the administrator. Building level administrators may recommend this level of discipline, but it shall be implemented only by Interlocal administrators. Within a 10-day period following the administrator's awareness of a professional employee's actions that warrant formal discipline, one of the following actions may be taken:
 - a. The administrator will hold a conference with the professional employee. Notes of the conference will be prepared and all parties attending the conference will sign the prepared notes. The professional employee will be provided with a copy of the signed notes. A copy will be included in the professional employee's personnel file.
 - b. The administrator will hold a conference with the professional employee and inform the professional employee of the proposed discipline. If a letter of reprimand is included, the professional employee shall have ten (10) days from receipt of the administrator's formal letter of reprimand to file a written response.
 - c. The Director may suspend the professional employee with pay until such time as the Board has reviewed the matter and determined to continue the suspension with pay, remove the suspension and return the professional employee to duty, or give notice of the Board's intent to terminate or non-renew the professional employee's contract.
 - d. The Director may recommend nonrenewal or termination of the professional employee to the Board and suspend the professional employee with pay until such time as the Board acts upon the recommendation. If the Board takes action to non-renew or terminate, the professional employee will be informed of due process rights according to Kansas law.

Article 2: Professional Rights

All contracts of employment of professional employees shall be deemed to continue for the next succeeding school year unless written notice of intention to non-renew the contract is served by the Board upon any such professional employee on or before the 3rd Friday in May, or the

professional employee shall give written notice to the Board on or before two (2) weeks after the 3rd Friday in May that the professional employee does not desire continuation of said contract, unless otherwise provided by law.

Article 3: Access to Personnel Files

- A. Any professional employee's file shall be open to inspection by the professional employee during normal business hours. The professional employee shall have the right to respond to all materials contained in said file. No derogatory materials regarding the professional employee's conduct, service, character, or personality shall be placed in the professional employee's file unless the professional employee has had an opportunity to review the material. A professional employee may request the removal of any derogatory materials from the file. If the materials relate to events more than six years old, the request shall be honored.
- B. When the derogatory materials represent proof of behavior that is serious in nature, and if the behavior has been repeated and documented during the six-year period, then the Director may refuse to remove the derogatory material until such time as no further incidents have occurred for a six-year period.

Article 4: Fair Dismissal

- A. The Board and Association agree to the mutual benefit of a Fair Dismissal procedures for experienced professional employees. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality probationary performance.
- B. For the first three years of professional employment with the district professional employees are considered probationary and may be non-renewed prior to the statutory deadline for any reason.
- C. Starting in year four of teaching with the district, professional employees shall have earned non-probationary status. At its discretion, the Board may formally grant nonprobationary status to any professional employee earlier.
- D. Nonprobationary professional employees may be nonrenewed for good cause, including ineffective performance, provided the procedural process is closely observed. Good cause is defined as any reason put forward by the administration or board in good faith and which is not arbitrary, irrational, or irrelevant to the board's task of building up and maintaining an efficient school system, which includes persistent unsatisfactory performance. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural errors. If the proposed nonrenewal is to be based on ineffective performance, the district evaluation procedure shall be followed.
- E. If the non-renewal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement shall be followed prior to the termination or non-renewal.

- F. If the nonprobationary teachers professional employees is non-renewed, he/she shall be notified prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal. The nonrenewed teacher professional employee will have fourteen calendar days from the postmark/hand delivery of the letter to file a written request with the Board Clerk for a hearing.
- G. If the teacher requests a hearing within seven calendar days, the parties shall meet and select a mutually agreeable party to be the hearing office.
- H. During the hearing, the entire basis for the nonrenewal shall be proffered by the district and the teacher professional employee may present his/her response. If, in the opinion of the hearing officer, more time and/or information is needed for an appropriate decision, it shall be allowed. Otherwise, the hearing shall be closed at the end of the presentations. The decision by the hearing office shall solely determine whether to sustain or reverse the nonrenewal and shall be rendered in writing to both parties within seven calendar days.
- I. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts should be made to accomplish that goal.
- J. The teacher professional employee shall pay for his/her expenses, including any witnesses and/or representation. The cost of the hearing officer shall be borne equally by the board and the teacher professional employee. All other expenses of the hearing shall be paid by the district.
- K. If a nonprobationary teacher professional employee is terminated, he/she shall be afforded the rights to this procedure to appeal that decision.

SUNSET PROVISION -This provision shall be in effect for the 2021-22 school year only.

Section VI: Assignments and Transfer

- A. The Director will send written notification to professional employees of their assignments by August 1 of each school year. The notification shall include the districts to be served, the buildings or grade levels to be served, and a copy of each district's calendar.
- B. Posting of Openings/Transfer. Definition: An "opening" is a vacancy created through resignation or death of a professional employee, extended leave of absence or transfer, or the creation of a new position/program. For purposes of posting openings/transfers, the board shall only be required to post openings or transfers for half-time or greater positions.
 - 1. The Director shall post on the Interlocal web site a list of vacancies for the following school year upon the submission of a written resignation to the Director, upon the death of a professional employee, or upon the creation of an opening through any other means. Notification shall also occur by e-mail to all professional employees. The vacancy list shall include: 1) position title and 2) building location
 - 2. Vacancies for the next school year shall be posted for not less than ten (10) calendar days prior to being filled.

3. Vacancies for the next school year occurring from the last day of the duty contract year to the first day of the new duty contract year will be posted for not less than five (5) working days prior to being filled.
 4. Vacancies that occur for the current year shall be posted not less than two (2) working days prior to being filled.
 5. A professional employee returning from an extended leave or a professional employee who has had his/her position eliminated has not been placed by April 15-may be placed in a suitable vacancy without the vacancy being posted.
 6. A professional employee who desires a transfer may file a written statement of such desire with the Director indicating his/her preference of assignment or application for a specific vacancy.
 7. If a nonprobationary professional employee files a timely request with the Director to be considered for an opening for which he/she is certified/licensed, the position will not be filled until he/she has been given the opportunity to interview for the position. If the professional employee is best qualified through training, additional endorsements, related experience, recent evaluation and compatibility with the current staff and programs, the request shall be honored. If the professional employee's request is denied, the professional employee shall be informed in writing of the reasons for the decision by the Director.
- C. Administrative Transfers: An administrative transfer is a transfer of a professional employee from one position to another by the Director or Associate Director without an initial request for transfer from the professional employee. Administrative transfers are sometimes necessary because of student needs and to maintain efficient staffing patterns but should be kept to a minimum. If a professional employee is transferred administratively, he/she will be consulted prior to the decision being made and will be notified in writing by his/her supervisor of the new assignment, starting date, and reasons for the transfer at least one week in advance.

Section VII: Professional Employee Benefits

Article 1: Section 125/Insurance

- A. The Board will provide Section 125 Cafeteria Employer Paid Plan for all professional employees. Options will include Health Insurance, Group Term Life Insurance, Salary Protection Insurance, Cancer Insurance, Dental, Vision, Medical Reimbursement, and Dependent Care. The professional employee cannot change any options between October 1 and September 30, unless family status changes as follows: marriage, divorce, death of a spouse or child, or discontinuance of employment. The Board retains the sole right to select all common carriers of all benefits.

Any rules promulgated by the Federal or State Governments and the Internal Revenue Service that affect the Section 125 Cafeteria Employer Paid Plan will be considered by the Board. Under these circumstances, the Board reserves the right to alter, modify, or terminate the Section 125 Cafeteria Paid Plan in order to be in compliance with these rule changes.

Professional employees will be eligible to participate in the Section 125 Cafeteria Employee Paid Plan. The Board will designate an aggregate amount of all benefits for the maximum dollar amount of deductions.

- B. Each full-time professional employee who chooses to participate in the group health insurance plan shall have \$490 per month to apply toward district provided health insurance or other cafeteria plan options. Cash shall not be an option. Persons employed a minimum of half-time who choose to participate in the group health insurance plan will receive a pro-rated amount equal to the contract percent.

Article 2: Sick Leave

- A. Professional employees shall be entitled to ten (10) days absence each school year without loss of pay when such absences are caused by or contributed to by personal illness of the professional employee, or illness or death of a near relative, or attendance at a funeral, or quarantine of the professional employee. Any unused sick leave may be carried forward to the successive year up to a maximum of one hundred twenty (120) days, all or any part of which may be used in any given year for absences covered by this policy. The current year's allocation shall be depleted before using any accumulated leave. Persons employed part-time will receive a pro-rated amount of days equal to the contract percent.
- B. A school year for sick leave purposes is defined as that period of time included in each professional employee's contract when said professional employee is considered "on duty".
- C. The district will participate in workers compensation as required by current statute. The combined worker's compensation benefits and salary received under allowed sick leave or any other available leave shall not exceed full pay. The professional employee is only required to use the available leave on a pro-rated basis to reach one full day's pay. Any professional employee receiving full KPERS disability shall not be eligible to receive paid sick leave.

Article 3: Sick Leave Pool

There is hereby established a pool of sick leave days for use by professional employees. The sick leave pool shall be used in the event of prolonged illness, or disability, and will be implemented as follows:

- A. Each professional employee shall be a member of the sick leave pool and eligible for the benefits therein.
- B. Each professional employee shall contribute one (1) of his/her sick leave days per year to the sick leave pool during the first three (3) years of employment, or in the case of any professional employee that has not previously elected to participate, until he/she has contributed three (3) days. After the contribution of three (3) days, the professional employee shall be considered vested in the sick leave pool.
- C. If the accumulated days in the sick leave pool are less than five hundred (500) days on September 1 of any year, all vested professional employees shall also contribute one (1) day to the pool.

- D. If the accumulated days in the sick leave pool are less than one hundred (100) days at any time during any year, all professional employees shall contribute one (1) additional day to the pool in order to replenish the days.
- E. Days contributed by a professional employee become a permanent part of the pool and will not be refunded to that professional employee.
- F. Any professional employee who wishes to use the sick leave pool must provide evidence that the professional employee or eligible family member is under a doctor's care and present to the committee the Application for Sick leave Pool Days, available in the Interlocal office:
 - 1. the Director or his/her designee;
 - 2. the President and one additional designee from the Association
- G. No screening board member shall vote on his/her own request. If the applicant is one of the foregoing, an alternate shall be appointed by the remaining committee members.
- H. The application will require an explanation of the request by the professional employee and certification by a physician that the professional employee is incapable of performing his/her duties as a result of the prolonged illness or disability. The physician will also be asked to estimate the number of days the given illness or disability requires. Days requested for a prolonged illness or disability of a near relative shall also require certification by a physician.
- I. A majority vote of the screening board supporting the request shall be considered an affirmative vote for the applicant.
- J. Written notification of approval or other disposition of the application will be made by the screening board to the applicant.
- K. Before using the sick leave pool, each professional employee shall have depleted his/her accumulated sick leave and personal leave.
- L. The sick leave pool may not be used to cover professional employees who are receiving pay from worker's compensation.
- M. At the end of each contract year, the unused days in the sick leave bank shall be carried over into the sick leave bank for the next contract year.
- N. No professional employee may draw more than thirty (30) contract days from the pool during any school year (July 1 - June 30).
- O. The provisions of this section shall apply only to near relatives as defined in this Agreement. Sick leave benefits for family as defined in this section will be limited to a maximum of ten (10) days per year.
- P. If further evidence creates any doubts about the validity of a request, the committee may reconvene to review the situation and take action as warranted.

Article 4: Adoption Leave

Any full-time professional employee of the district may use a maximum of three (3) days accumulated sick leave for the adoption of a child.

Article 5: Association Leave

The Association will have available fifteen (15) days of leave which may be assigned to members for professional activities or meetings related to the Association. An additional fifteen (15) days may be requested by the Association for which the standard cost of a substitute will be reimbursed to the district by the Association for each day used. Persons who are to be granted Association Leave will be determined by the Association President and notification will be provided to the Director.

Notification should be made a minimum of five (5) days prior to the absence; however, a shorter notification time may be approved by the Director if adequate substitutes are expected to be available in the district.

Article 6: Catastrophic Leave

- A. From time to time a professional employee may experience life events (illness, accident, natural disaster, etc.) that may cause him/her to be unable to complete his/her duties. A professional employee that experiences these events and who uses all his/her accrued sick leave, personal leave, and sick leave pool availability may apply to the Interlocal for catastrophic leave benefits.
- B. It is the intent of this leave to provide solutions for professional employees who may be threatened by events that are beyond their control and provide a financial safety net for professional employees against such events.
- C. Application for these benefits shall be made to the Director who shall present the application for consideration to a committee consisting of the Association President, the professional employee's supervisor, and a member of the Board.
- D. This committee may recommend to the Board an extension of the professional employee's leave for any part of the remainder of the school year or until the professional employee is eligible for KPERS disability benefits. This recommendation will include continuation of the professional employee's full salary and benefits or a partial continuation of these salary and benefits. The committee's recommendation will be forwarded to the Board for consideration and action.

Article 7: Emergency Leave

Emergency leave will be granted for time lost due to natural disasters, legal obligations, family emergencies, and travel related emergencies. Application shall be made to the Director. Emergency leave days that are granted will be charged to personal leave or, in the event the professional employee has no personal leave available, to accumulated sick leave.

Article 8: Extended Leave

- A. Extended leave for a maximum of one year may be granted by the Board to professional employees who request such a leave. Such leave (if for a school term) shall be requested by February 1 for leave during the following school year. A request indicating the reason for a leave of absence shall be submitted to the Director who shall present it to the Board for consideration. Leave may be requested for the following:
1. A leave of absence for one year shall be granted for professional employees who are seeking additional academic training.
 2. A leave of absence for one year shall be granted to professional employees who welcome a new child to their family by birth or adoption.
 3. A leave of absence shall be granted to professional employees for other reasons that are approved by the Board. For leave periods of less than one year, the leave may be granted at the option of the Board.
- B. A professional employee on a leave of absence will be required to notify the Interlocal by February 1 of the intent to return to the Interlocal the following year. Failure to notify the Interlocal of intent to return by this date shall forfeit the right to return. Application for leaves that do not correspond with the beginning of the school year may have different dates for consideration of applications and for notification of return. When such dates differ from the standard dates this will be noted in the application and subsequent approval.
- C. A leave of absence year shall not count toward accrued experience in the Interlocal for purposes of salary calculations or sick leave. Returning professional employees shall retain leave and salary placement accrued prior to the leave. Extended leaves of absence are without pay; however the professional employee may remain in the Interlocal's medical insurance group by a timely payment of premiums during the term of the leave.
- D. Professional employees returning to regular employment following a leave of absence shall be placed in a position similar to the position vacated prior to the leave but are not guaranteed a return to the same position. A professional employee returning from Extended Leave is encouraged to be attendant to relevant vacancies as they are posted and to apply for any position for which he/she desires to be considered. Professional employees making said application in a timely manner shall be granted an interview. Any professional employee not placed by April 15 will be placed in a similar position to the position vacated prior to the extended leave but are not guaranteed a return to the same position.

Article 9: Legal Leave

- A. Legal leave shall be granted to professional employees without any deduction of days or pay for the purpose of fulfilling one's obligation to a jury summons.
- B. In the case of being issued a court subpoena, the professional employee will notify the Director who will enlist the assistance of the board attorney to submit a written deposition in place of a court appearance on the part of the professional employee. There will be no charge to the professional employee for this service. If submitting a deposition is not acceptable to the court, then the professional employee will be given paid legal leave to meet this obligation.

Article 10: Mobilization Leave

At the discretion of the director, all professional employees that are also a member of the armed services as defined by Interlocal policy may be entitled to three (3) days of additional personal leave time for necessary preparation for assignment to a mobilization station as a result of an extreme domestic crisis or wartime situation. This benefit shall be available in the event of a mobilization for the professional employee or a member of his/her immediate family.

Article 11: Personal Leave

- A. All professional employees shall be entitled to three (3) days of leave time per year for personal reasons. This leave may be used at the professional employee's discretion provided the principal/immediate supervisor and the Director have been notified in writing at least 24 hours prior to the day to be used. The written requirement may be waived by the principal/immediate supervisor or the Director in emergency/unforeseen situations. Persons employed part-time will receive a pro-rated amount of days equal to the contract percent (FTE).
- B. Use of personal leave is limited during the first week of the school year, on the day before or after a holiday, and during the last week of the school year. Professional employees who apply for personal leave during these times shall be required to state on the application the purpose of the personal leave. This is to assure that leaves are not taken to extend vacations or holidays. If the leave is for reasons other than the extension of a holiday or vacation, it shall be granted.
- C. Unused personal leave days shall be added to the accumulated sick leave. Sick days would then be available only for sick leave purposes.

Article 12: Dues Deduction

- A. If requested in writing by a teacher, the Board shall deduct association dues.
- B. The authorization shall typically be returned to the Board on or before September 10.
- C. The deduction shall continue until revoked in writing by the teacher.
- D. The dues shall be deducted in 12 equal monthly installments beginning in September. The association shall notify the Board Clerk of the amount of monthly dues to be deducted on or before September 1.
- E. A teacher may be allowed to join the association and start payroll deductions in mid-year. The Board and association shall determine the required monthly dues in that case.
- F. The Board shall promptly transmit the dues to the association and shall include a listing of the members and the dues deducted.

G. The association shall indemnify and hold harmless the Board from any and all claims, demands, suits or other forms of liability (including specifically costs and attorney fees) that may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this provision.

Article 13: Retirement/Resignation Bonus

A bonus payment of \$250.00 shall be paid to a professional employee submitting written notice of his/her resignation/retirement by December 15. This payment only applies to an end-of-school year retirement or resignation.

Article 14: Payment for Unused Sick Leave Upon Retirement

All professional employees who have served ten (10) or more consecutive years in the Interlocal and/or the Southeast Kansas Special Education Cooperative before retirement will be eligible for additional compensation according to the following schedule:

This additional compensation will be \$45.00 per day for each day of unused sick leave for those professional employees retiring. Compensation for unused sick leave shall be limited to a maximum of 120 days.

The professional employee requesting the above benefits shall notify the Director in writing no later than February 1st of the contracted school year of his/her intention to retire to be eligible to receive these stipulated benefits. In the event the notice is not timely, there shall be a late fee of \$150.00 per month or portion thereof through May 31. Any notice received after May 31 shall be considered not timely and thus not eligible for the benefit. The Board may waive the deadline and the late fee in the event of extenuating circumstances.

Article 15: Retirement Incentive

This provision is only available for professional employees that will complete a minimum of ten years of continuous employment with the Interlocal and the Southeast Kansas Special Cooperative as of June 1, 2015.

Professional employees who may find it necessary or desirable to retire from employment with the Interlocal may retire under the terms and conditions hereinafter specified. Retirement is voluntary. Those professional employees electing to utilize this benefit will be paid on an annual basis.

A. Eligibility. A professional employee is eligible for retirement if he/she:

1. Has ten (10) or more years of continuous employment with the Interlocal and the Southeast Kansas Special Education Cooperative as of June 1, 2015, and,
2. Meets the KPERs guidelines for retirement through KPERs.

B. Any leave granted by the Board will not be counted as part of the ten (10) year requirement. Except for extended leave, any leave covered under the Agreement will not break the continuity of employment. Extended leave and other long term leaves provided for under Board policy may or may not break the continuity of employment at the discretion of the

Board. If it is the intent of the Board to break the continuity of employment when granting a leave, the professional employee will be notified by documented phone contact or in writing, including email, when the leave is approved and shall have the opportunity to retract the request if he/she so desires. The professional employee must notify the Interlocal administration within five (5) calendar days of a leave request retraction.

- C. The Director will confirm eligibility in accordance with a-b. The professional employee applying for retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for retirement and to determine benefits.
- D. Application. A professional employee may apply for retirement by giving written notice to the Director. Written notice by the professional employee shall be submitted on or before February 1 preceding the anticipated retirement date. In the event the notice is not timely, there shall be a late fee of \$150.00 per month or portion thereof through May 31. Any notice received after May 31 shall be considered not timely and thus not eligible for the benefit. The Board may waive the deadline and the late fee in the event of extenuating circumstances. The notice shall include the following information:
 - 1. A statement of the applicant's desire to take retirement
 - 2. The anticipated date of retirement
 - 3. The applicant's birth date and age on the date of retirement
 - 4. The current mailing address and telephone number of the applicant
 - 5. The number of years the applicant has been employed by the Interlocal and the Southeast Kansas Special Education Cooperative
- E. Following final action by the Board on any application for retirement, the applicant shall be notified in writing of the final disposition and the date and amount of retirement benefits to be paid.
- F. Basis of Retirement Benefit. The retirement benefit shall be an annual payment equal to 15% of the retiree's annual salary in the primary teaching contract for the final year of service. The payment shall be paid annually in January. Payment will be made for a period of five (5) years. All retirement incentives are placed in a 403B account. Based on the company investment regulations, the retiree must be 59.5 years old to access the account if the employee would return to the same agency at some point. At age 55 the retiree can access the account if there are no plans to return to the same agency.
- G. Terms and Conditions.
 - 1. Retirees are eligible to maintain membership in the district's health insurance group upon timely payment of quarterly premiums until eligible for Medicare insurance coverage. The applicant desiring coverage through the Interlocal's health insurance program will pay his/her own premium quarterly to the Interlocal.
 - 2. Upon the death of the professional employee receiving benefits, all unpaid benefits due under the retirement provision will be payable to the professional employee's designated beneficiary. These benefits will be paid under the same schedule as that approved for the professional employee or may be paid in a lump sum at the option of the Interlocal.

3. A professional employee who takes retirement shall have the responsibility to keep the Interlocal informed of his/her current mailing address and telephone number.
4. A professional employee who has completed ten (10) continuous years eligible service with the Interlocal and/or the Southeast Kansas Special Education Cooperative as of June 1, 2015, shall be vested in the Interlocal's plan and remain eligible for retirement benefits upon his/her retirement from the Interlocal under provisions of this article.

H. A professional employee who resigns, is terminated, or is non-renewed from a position in the Interlocal prior to accessing the retirement plan is not eligible for the retirement incentive.

I. If any provision of this retirement plan is determined to be in violation of Federal or State laws or regulations, the plan shall then immediately be terminated by Board action and shall not be in further force or effect unless re-adoption by the Board.

Article 16: Payday

Each professional employee's monthly salary will be directly deposited in the financial institution of his/her choice on the twentieth (20th) of each month, unless that day falls on the weekend or a holiday, in which case the payment will be deposited on the preceding day. Payroll check stubs, or the equivalent thereof, will be distributed to staff.

Each professional employee who has requested the lump sum payment of his/her remaining salary, according to statute, for that contractual year will be paid on or before the regular June pay date providing the completion of his/her contractual obligations. Said request shall stay in effect until revoked in writing by the professional employee.

Section VIII: Compensation

Article 1: Movement on the Salary Matrix

The salary schedule shall be the basis upon which minimum salaries of professional employees are determined, and individual salaries shall be determined by the degree held and the number of hours shown on the transcript as of the date of September 1. The Director may consider and grant an extension of that date.

A professional employee who is anticipating horizontal movement on the salary schedule for the upcoming school year must provide notice to the Interlocal Office by July 1 of that school year. An official transcript or evidence of successful completion must be submitted to the Interlocal Office by September.

New professional employees shall be given credit for the number of hours of college credit earned prior to the beginning date of their work.

Professional employees newly employed shall be given credit for all related certified/licensed experience for up to a maximum of twelve (12) years. In extraordinary hiring situations, the Director and President of SKI EA may jointly recommend to the Board exceptions to the maximum, not to exceed actual related experience.

Article 2: Adjustments for Lengthy Graduate Programs

In the event a Master's degree program requires more than 36 hours for completion, those hours earned in excess of that number shall be eligible for application toward the MS + 15 column. Extraneous graduate hours (those not included in the program) shall not be allowed unless earned after the conferring of the degree. Any professional employee that believes he/she may be eligible for this provision should submit his/her transcripts and relevant documentation to the Director for analysis.

Article 3: Performance Based Movement on Salary Schedule

The salary in the schedule may be increased by one vertical increment in cases of unusual merit, or one vertical increment may be withheld in cases where unsatisfactory professional growth or achievements are shown, if, in the judgment of the Board, such action would be in the best interest of the Interlocal.

Article 4: Limit on Salary Schedule Movement

Professional employees who move columns are to move up not more than two steps.

Article 5: Credit for College Hours

Credit for college hours beyond a Bachelor's or Master's degree, must have been earned after the date on which the degree was conferred and only include graduate hours, except that additional graduate hours earned during the final semester of work in which the Bachelor's degree is earned may be counted on the fifteen (15) hour category.

A professional employee with five (5) or more years of continuous service in the Interlocal will have the opportunity to request the Director to evaluate his/her transcript relating to undergraduate hours taken after July 1, 1981, to consider undergraduate hours for inclusion, if, at the Director's discretion, such hours would enhance educational preparation for said professional employee.

Article 6: Special Salary Increments

All professional employees who are certified with National Board for Professional Teaching Standards Certification will receive a \$1,000.00 additional annual stipend as a match to the \$1,000.00 payment from the State of Kansas.

Article 7: Mileage Reimbursement

Any professional employee required in the course of his/her work to drive his/her personal automobile from one building to another shall receive a car allowance. The allowance per mile shall be equal for all personnel.

Article 8: Extra-Duty Pay Provisions

All standing committee members appointed by the administration or the Board that meet outside the normal school day shall be paid a stipend of \$100.00 per school year.

Article 9: Substituting during planning time

Professional employees who volunteer or are assigned to be a substitute during their planning time shall be paid at an hourly rate equal to the daily substitute rate divided by the length of the school day. Volunteers will be solicited first. If there is still a need, professional employees may be assigned to substitute by the administration.

Article 10: Reimbursement for Professional Licenses

Professional employees shall be reimbursed for the actual cost, including normal processing fees, for the professional license(s) required to perform the job for which he/she is employed with the Interlocal.

Section IX: Evaluation Process

Professional employees shall be evaluated according to the Professional Staff Evaluation Handbook. The Board retains the right to change the criteria at any time.

Section X: Reduction of Staff

- A. If it should be necessary to reduce the professional staff because of declining enrollment, economic reasons, change of curriculum, or for any other reason as determined by the Board, the Board will first attempt to accomplish said reduction by normal attrition. Thereafter, the Board shall use the following criteria in accomplishing said staff reduction:
1. First, staff with provisional certification/licensure.
 2. Second, staff without probationary status
 3. Third, staff with non-probationary status
- B. Within each of these three categories the Board shall use the following criteria:
1. Professional employee's evaluation reports.
 2. Number of years employed by the Interlocal and/or the Southeast Kansas Special Education Cooperative. All areas of certification/licensure for an individual professional staff member shall be considered in determining which professional employees shall be nonrenewed and which professional employees shall be retained.
- C. Calculation of Points:
1. Points for competence shall be based upon the two most recent evaluations and/or job actions which have been completed.

2. The following shall apply for evaluations completed under the system prior to 2003-2004:
 - Reemploy unconditionally - 25 points
 - Reemploy with conference for improvement - 20 points
 - Reemploy with plan for improvement - 15 points
 - Reemploy with probationary status - 10 points
 - Recommended for nonrenewal - 0 points
 3. The following shall apply for evaluations completed under the system from 2003-2004 forward:
 - Each evaluation under this system shall initially be worth 25 points. For every mark that is in the "highly ineffective/unsatisfactory" category, two (2) points shall be deducted.
 4. For the purpose of this article, seniority shall be computed as one point per year for each year of employment in the Interlocal and/or the Southeast Kansas Special Education Cooperative
- D. The sum of the points from the two most recent qualifying evaluations prior to February 15 will be added to the total number of points earned for seniority. The total score derived from the two evaluations and seniority will be the criterion for determining an individual's nonrenewal. In implementing this provision, it is understood that the professional employee having the higher score within the category and area of certification/licensure will be retained.
- E. If, within eighteen months of a reduction in force, there is an increase in force or new positions are created, those professional employees who were nonrenewed as part of the reduction shall be offered the position(s) for which they qualify. The non-renewed professional employee with the highest point total will be offered a position first.

Section XI: Liquidated Damages

- A. If a professional employee resigns after June 5 and before July 1, liquidated damages shall be withheld from any compensation still owed by the professional employee or otherwise paid to the Board by the professional employee. The liquidated damages shall be 2% of the gross wages of the professional employee.
- B. If a professional employee resigns on or after July 1 and before August 16, liquidated damages shall be withheld from any compensation still owed by the professional employee or otherwise paid to the Board by the professional employee. The liquidated damages shall be 3% of the gross wages of the professional employee.
- C. If a professional employee resigns on or after August 16, liquidated damages shall be withheld from any compensation still owed by the professional employee or otherwise paid to the Board by the professional employee. The liquidated damages shall be 4% of the gross wages of the professional employee.
- D. If a professional employee is unable to complete the contract obligation for personal or immediate family health reasons, for the involuntary transfer of a spouse, or for other extenuating circumstances as determined by the Board, said damages shall be waived. For purposes of this provision, immediate family shall include spouse, parents, and children.

- E. If the professional employee is not entitled to additional compensation, the employee shall submit the liquidated damage amount with the letter requesting release from the contract.

Section XII: Negotiations

- A. Upon entering negotiations pursuant to this section, the parties shall negotiate compensation of professional employees and hours and amounts of work. In addition, each party may select not more than three additional terms and conditions of professional service from the list described in K.S.A. 72-2218(1)(1), and amendments thereto, for negotiation. All other terms and conditions of professional service described in K.S.A. 72-2218(1)(1), and amendments thereto, shall be deemed permissive topics for negotiation and shall only be negotiated upon the mutual agreement of the parties.

Section XIII: Paraeducators

- A. The interview process for paraeducator applicants shall, where possible, include the professional employee to whom the aide will be assigned.
- B. Each paraeducator shall receive a minimum of twenty (20) hours per year of staff development as outlined in the Paraeducators Handbook.
- C. Paraeducators shall be evaluated according to the procedures and criteria as contained in the Paraeducators Handbook.
- D. In those situations where state guidelines direct the use of paraeducators, the Board agrees to meet the minimum standards.
- F. When a paraeducator is assigned to a professional employee, the professional employee will determine and direct the duties of the paraeducator.

SECTION XIV: TUITION POOL

There shall be a tuition pool to assist professional employees in furthering their formal professional training:

- A. The Interlocal shall provide \$15,000, from the start of the fall semester through the end of summer school. A sum of \$5,000 each shall be reserved for the fall semester and for the spring semester. At least \$5,000 of the total amount shall be available for the summer session. In the event that there are any funds remaining in the fall after all eligible requests have been honored, that amount shall be available for the spring and shall be available for the summer session. There shall be no carryover of unused funds from one year to the next.
- B. In the event the fall or spring available sum is exhausted, the tuition will be paid in the order the requests for assistance were submitted, except that each employee shall only be eligible for up to three (3) hours of assistance granted per day. This is to ensure a more equitable distribution of the tuition assistance money. Requests beyond that limit will be acted upon the following duty day, provided funds still remain.
- C. Employees are eligible for up to six hours of tuition assistance per year.
- D. If the employee is in an education-related degree-granting program, he/she is eligible for an additional three (3) hours of tuition assistance per year.

- E. If the employee is fulfilling requirement to move from a provisional license, there shall be no limit on the number of hours provided the other rules for application are met. Additionally, those employees shall be allowed to apply up to 24 hours ahead of the normal start time described below.
- F. Classes must be taken, if offered, from Pittsburg State University to be eligible for reimbursement. Exceptions shall be approved in advance by the Director and reimbursement shall not exceed the Pittsburg State University graduate rate.
- G. The tuition pool is limited to graduate classes related to a professional employee's area of assignment or as approved by the Director.
 - 1. An employee should submit a form to the Director indicating his/her intention to take a class, including the course name and number and estimated costs. This will allow the Interlocal to estimate the amount of the fund encumbered at any given point in time. In the event that the employee finds it necessary to substitute a different class from the approved class listed on the form, that shall be allowed provided the new class is eligible for reimbursement. The amount granted shall be limited to the number of hours of assistance approved on the original request. It is the employee's responsibility to notify the Interlocal office of the course change.
 - 2. The Interlocal reimburses \$150 per credit hour upon proof of the successful completion of the course. Successful completion is defined as a "B" or better in a graded course and a "Pass" in a nongraded course.
 - 3. Proof of completion, typically in the form of the grade sheet, along with copies of a receipt that indicate the employee did indeed pay for the class and was not reimbursed otherwise, shall be made within 30 days of the end of the class.
 - 4. The tuition pool will receive requests no earlier than 7:00am two weeks prior to the first day of classes for that session. The professional employee shall receive written notification regarding the request one week after the date of submission for the first course requested each semester. Additional classes requested in a semester will be reviewed following the close of the tuition pool. The tuition pool will remain open until one week after the first day of class.

Duration Clause

This Agreement shall govern the rights of the Board and the Association from July 1, 2022 and continue in full force until amended through the negotiations process. The length of this Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

This Agreement between the Board and the Association may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

RATIFICATION OF AGREEMENT

This agreement shall become effective July 1,2022 and shall continue in full force and effect until amended through a negotiations process by the parties involved, pursuant to K.S.A. 72-2218 to 72-2340.

Southeast Kansas Interlocal
Education Association

By _____
President

By _____
Negotiating Team

Southeast Kansas Interlocal
Board of Directors

By _____
President

By _____
Board Clerk

STANDING COMMITTEE REPORT FORM

All Standing Committees, as used in this provision, will comply with all of the following guidelines:

1. Meets outside of the contract day.
2. Called at the direction of the administration for the betterment of the educational program.
3. Interlocal wide committees, for example, the Communications Committee, the Professional Development Council, or other special committees that have been approved by the Director.
4. Meets a minimum of six times a year, and a minimum of one hour per meeting.
5. Members will attend 80% of the meetings. (One absence in six meetings.)

This form is to be completed by an appointed recorder and submitted to the administrator at the end of each meeting. The administrator will file these forms and, at the end of April, determine which committee members qualify for the \$100 stipend for serving, and submit that list to the Board clerk in time for payment in the May paycheck. The recorder shall also keep a copy of this record.

Committee title

Signatures of members in attendance:

- | | |
|----------|-----------|
| 1. _____ | 7. _____ |
| 2. _____ | 8. _____ |
| 3. _____ | 9. _____ |
| 4. _____ | 10. _____ |
| 5. ----- | 11. _____ |
| 6. _____ | 12. _____ |

Date _____

Meeting # _____

Time initiated -----

Time adjourned _____

Total time _____

Agenda must be attached to this form. Summary or contents are optional in the remaining space.

Application for Interlocal #637 Sick Leave Pool Days

To be completed by employee:

- 1. Have you used all of your accumulated sick leave? Yes or No
- 2. Have you used all your available personal leave? Yes or No

Name _____

Date _____

Position: _____

District/Bldg. _____

For whom are these days needed?

Employee or Family member

If the request is for a family member, please complete:

Name _____

Relationship _____

Reason for Request

By my signature below, I agree to the release of information to facilitate this request from my physician to Interlocal #637:

Signature _____

Date _____

To be completed by physician:

Name of patient: _____

Anticipated dates of disability From: _____ to _____

Date when patient will be able to return to work, if known: _____

My signature below affirms that _____ is a patient under my care during the time periods noted above. The above-named patient is incapable of performing the essential functions of his/her job during the time or, if the patient is not the employee, he/she is experiencing a serious and prolonged illness or disability.

Doctor's Signature _____

Date _____

Please make a copy for your records and send the original to the Clerk of Board at the Interlocal # 637 Office.

All tuition pool requests are submitted through the SEK Interlocal Website at:

Sekconnection.com

Go to Quick Links at top of Home Page