

MARION COUNTY
SPECIAL EDUCATION COOPERATIVE #617

MEMORANDUM OF AGREEMENT
2017-2018

Marion County Special Education Association (MCSEA)
(The Association)

Marion County Special Education Cooperative (MCSEC) Board of Directors
(The Board)

RECOGNITION: *The Marion County Special Education Cooperative #617 Board of Directors exclusively recognizes the Marion County Special Education Association, affiliated with the Kansas National Education Association and the National Education Association, for the purposes of professional negotiations under K.S.A. 7205413, et. Seq.*

The bargaining unit shall include all persons employed by the Board in a position requiring a certificate/license issued by the State Board of Education or employed in a professional, education, or instructional capacity by the Board.

Marion County Special Education Cooperative #617

MEMORANDUM OF AGREEMENT FOR 2017-2018

TABLE OF CONTENTS

Item 1.	Employee Professional Contract	3
Item 2.	Duration	4
Item 3.	Preparation Time	4
Item 4.	Reduction in Force, Termination, or nonrenewal	4
Item 5.	Workday and Work Year	4
Item 6.	Supplemental Pay	5
Item 7.	Salary	5-8
Item 8.	Fringe Benefit Section 125 Cafeteria Plan	9-10
Item 9.	Leave – Early Retirement/Resignation Incentive	11-14
Item 10.	Payroll Deductions	15
Item 11.	Discipline	15-16
Item 12.	Evaluation Procedure	16-17
Item 13.	Grievance Procedure	17-19
Item 14.	Homebound Instruction	20
Item 15.	Para-Educator Employment	20
Item 16.	Reproduction of Agreement	20
Item 17.	Reimbursement for Background Checks and Fingerprinting	20
Item 18.	Saving Clause	20
Item 19.	Liquidated Damages	20
Item 20.	Salary Schedule	21-22

ITEM 1. Certified/Licensed Staff Professional Contract

2017-2018

CERTIFIED/LICENSED STAFF CONTRACT

**Marion County Special Education Cooperative #617
1500 E. Lawrence
Marion, Kansas**

It is hereby agreed by and between the Board of Directors of the Marion County Special Education Cooperative, State of Kansas, and

«First_Name» «Last_Name»

hereinafter called the "certified/licensed staff," that certified/licensed staff is hereby employed by the Marion County Special Education Cooperative #617. Salaries will be based on a work year. Certified/licensed staff will work according to their designated home calendar () and will perform the following services in conformity with Kansas statutory guidelines.

Tentative Assignment: **«Tentative_Position_Assignment» at «District_Assignment»**

This contract is contingent upon certified/licensed staff being and remaining (certificated) (licensed) during the term of employment hereunder with respect to the position for which certified/licensed staff is employed as provided by Kansas law.

For these services the Board shall pay certified/licensed staff in accordance with applicable Kansas statutory guidelines.

Salary schedule amount			\$ «Amount»
Column	«Column»	Step	«Step»
Extended Contract	«Length»		«Amount1»
TOTAL CONTRACT			\$ «Contract»

This contract is accepted by certified/licensed staff:

_____	_____
Certified/licensed staff	Date
This contract approved by the Board of Directors on: _____	
Chairperson of the Board _____	Date _____
Clerk of the Board _____	Date _____

ITEM 2: DURATION

The negotiated items shall govern the rights of the Board and the Association during the effective period from July 1, 2017 through June 30, 2018.

All negotiated items shall continue in force and effect to June 30, 2018, and thereafter unless written notice to amend is given by either party pursuant to K.S.A. 72-5423.

ITEM 3: PREPARATION TIME

Full-time certified/licensed staff will be assigned the equal amount of preparation time that general education certified/licensed staff receive in their assigned building, or 200 minutes of preparation time, whichever is greater. Certified/licensed staff will not be assigned to other duties at this time and it will be in addition to their lunch period.

The duty day, length of duty-free lunch period, amount of travel time, and amount of planning time for employees assigned to multiple school districts will be determined by school principals and the Executive Director with input from the certified/licensed staff. The duty day will include adequate time for the certified/licensed staff to travel safely between buildings, as well as comparable amounts of time for planning and duty-free lunch as that received by certified/licensed staff assigned to a single school building.

It is the responsibility of certified/licensed staff to schedule the preparation time by appropriately utilizing his/her paraprofessional or by controlling the scheduling of students when appropriate options exist.

Certified/licensed staff will remain on campus unless authorized to leave by the administration.

An employee may choose to forego the preparation time.

ITEM 4: REDUCTION IN FORCE, TERMINATION, OR NONRENEWAL

A. Reduction in Force

In the event that the Board determines a reduction of personnel is necessary, preference will be given to retaining certified/licensed staff, if this can be accomplished without weakening the educational programs. Effort will be made to accomplish such reduction through normal attrition. However, if this cannot be accomplished through normal attrition the following criteria will be considered in making further staff reductions:

- Full Certification/Licensure, educational degrees and relevant training
- Length of service to MCSEC
- Certified/Licensed Staff's evaluation reports, current and past
- Recommendations of building principals and administrative staff

B. Termination or Nonrenewal for Certified/Licensed Staff

1. Notification of intended termination of employment or nonrenewal of a contract will be given in writing in accordance with Kansas statutes. Such written notice shall define reasons for termination or nonrenewal and set forth the rights of the employee.
2. The following rights will be guaranteed: a fair and impartial hearing before the Board of Directors; counsel of own choice; and the privilege to call and question witnesses.

ITEM 5: WORKDAY AND WORK YEAR

A. Workday

Certified/licensed staff shall arrive at their first assignment at the same time as certified/licensed staff of the district being serviced. Certified/licensed staff may depart consistent with the district housing their afternoon assignment.

B. Work Year

Certified staff will be paid based on a work year. The salary schedule (refer to item 7A) will determine the salary for that individual not how many hours or days worked. All certified/licensed staff will be required to work the state mandated minimum number of hours per year which is 1116. Certified/licensed staff will work according to their designated home calendar.

An effort will be made to coordinate professional development with local districts. Professional development that is planned by MCSEC, outside the five school district calendars, will result in reimbursement for those attending. Paid work time will be provided to prepare for school openings. Any days approved by the Executive Director, which are beyond the contracted days, will be compensated at a proportionate rate of individual salary. Half days will be compensated proportionately. Any stipend remains fixed and will not increase proportionately with any additional time worked.

ITEM 6: SUPPLEMENTAL PAY

- A. Certified/licensed staff accepting the positions of coordinator or coach of the MCSEC Special Olympics program shall be compensated at the rate of \$400.00 per school year.

The coordinator position shall include organizing and filing parent permission, athlete's physicals, registration for events, communication to participating certified/licensed staff, parents and students, and transportation.

Only one coordinator will be assigned for each school year.

The coach position shall include the training of the students, assistance in obtaining times, distances, and scores for registration, and supervision of Special Olympics events.

Only one coach will be assigned for each year.

- B. Any certified/licensed staff who is selected to serve on a committee that is approved by the Board shall be compensated at the rate of \$500.00 for Chairperson and each committee member at the rate of \$250.00 (per school year). An approved committee includes the Assistive Technology Committee, PDC (Professional Development Council) and the Autism Committee. The only Board approved committee that is an exception to the supplemental pay is the illness and disability pool committee.

Payment for committee service shall be divided into two payments, to be disbursed in December and June.

The chairperson will consult with each committee member to determine a mutually convenient meeting date and time. Any certified/licensed staff who misses two consecutive meetings in the school year shall be removed from the committee and shall forfeit any remaining committee service payment, provided that notification of the meetings have been given at least 10 days in advance.

The chairperson will report in writing to the Executive Director any two consecutive absences of a member at properly called meetings.

- C. Only Speech-Language Pathologists employed prior to 2011-2012 by MCSEC will be grandfathered to receive the 2010-2011 stipend annually. A Speech-Language Pathologist working less than a full day or less than the total number of days set by the Board for a full-time Speech-Language Pathologist will receive a stipend proportionate to the time employed by the Board. Any stipends offered in the hiring of new Speech-Language Pathologists will be considered on an individual basis. In no event will a stipend offered for 2011-2012 or subsequent years exceed the 2010-2011 stipend.

ITEM 7: SALARY

- A. Salaries will be based on a work year. Certified/licensed staff will work according to their designated home calendar days. All certified/licensed staff will be required to work the state mandated minimum number of hours per year, which is 1,116. The salary schedule will continue to be determined by combining the teacher salary schedules from each of the participating districts. The total yearly salary of the MCSEC teacher will be an average of the combined salary schedules for that teacher's correct experience, step and education. Daily rate will be figured on home district for any required additional days or for deductions of unpaid leave.

For example: the average salary for a bachelors +10 step 1 negotiated by the participating five district salary schedules will determine the salary for that individual not how many hours or days worked.

Contracts will be issued after all participating districts have settled. However, if all participating districts have not settled by August 1, contracts will be issued with compensation based upon the participating district's negotiated agreements in force as of August 1. If all five participating districts have not settled their contracts by December 1 contracts will be reissued with compensation based on the participating districts' negotiated agreement in force as of December 1. Subsequently, after all participating districts have settled, adjusted contracts will be issued to reflect changes in compensation caused by the settlements. Depending upon the settlements, these adjusted contracts may be for an amount greater than the original contract or an amount less than the original contract.

Certified/licensed staff will be eligible for and receive a salary commensurate to their degrees and undergraduate and graduate hours in teacher education and teaching experience.

A teacher may move more than one step in one year when advancing a column or when steps are added to the matrix.

Undergraduate hours taken after July 1, 1985, will be considered for advancement across the salary schedule by the Board. College hours earned after September 1, 1999, whether undergraduate or graduate, that are not

approved as part of a degree plan or that are not in the college's department of education shall be subject to review by the Executive Director for approval to be used toward advancement on the salary schedule. If certified/licensed staff disagrees with the Executive Director's decision, he/she may appeal to the PDC (Professional Development Council).

If certified/licensed staff has a master's degree in a field other than education and receives an undergraduate degree in education, they shall be placed on the master's schedule at step 1. The additional undergraduate hours in education will not be counted towards hours above a master's degree. If the certified/licensed staff holds one or more bachelor degrees outside of education and then receives a bachelor's degree in education they will be placed on the bachelor's salary schedule. The non-educational bachelor degrees will not be counted for column advancement on the bachelor's salary schedule.

Column advancement across the salary schedule may occur using only credit hours completed after the completion of the latest degree, or taken concurrently with hours on the degree plan during the last session of school during which the degree is completed. A session of school is either a semester or the entire summer. Non-degree hours taken concurrently with degree hours must clearly be marked as such by the college/university on the official transcript.

Certified/licensed staff shall receive a fringe benefit as negotiated by the Board in order to remain compliant with the health care consortium of which they belong, along with applicable state and federal regulations.

1. Tuition Pool - Guidelines

- a. The Board shall provide a tuition pool of \$5,000 per school year, from June 1 through May 31. There shall be no carryover for unused funds from one year to the next.
- b. Certified/licensed staff are eligible for up to six (6) hours of tuition assistance per year.
- c. If the certified/licensed staff is in an education-related degree-granting program, he/she is eligible for an additional three (3) hours of tuition assistance per year.
- d. The following restrictions apply to the tuition pool:
 1. Credits must be from a Kansas postsecondary institution or by the approval of the Executive Director, and
 2. Graduate classes related to the teacher's content area or as approved by the Executive Director.
- e. A certified/licensed employee should submit a form to the Executive Director indicating his/her intention to take a class, including the course name and number and estimated costs. This will allow MCSEC to estimate the amount of the fund encumbered at any given point in time.
- f. MCSEC will pay 50% of the tuition to a maximum of \$150.00 per credit hour including fees, whichever is less, excluding books and materials, 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 non-graded course.
- g. Proof of completion, typically in the form of a grade sheet, along with copies of receipts that indicate the cost of the tuition, shall be made within 30 days of the end of the term.
- h. In the event the total amount of the pool is exhausted, tuition will be paid in the order the requests for assistance were submitted.
- i. An employee needs to work for MCSEC for two (2) years post reimbursement. If the employee leaves MCSEC after one year, they will agree to pay back half the amount granted.
- j. Tuition Pool Application:

Application for MCSEC #617 Tuition Pool

Payment will be made in the order this application is received by the Executive Director.

Please complete a separate form for each course.

1. Complete and submit application form to Executive Director at least 30 days before beginning of course, unless approved by the Executive Director.
2. The Executive Director will approve or deny the request for tuition assistance.
 - a. If the request is denied, no further action is necessary and the individual will not receive tuition assistance.
 - b. If the request is approved, go to Step 3
3. When the course is completed, submit documentation of completion, grade earned, and tuition charges to the Executive Director. Documentation shall be submitted within 30 days of the end of the term.
4. If all requirements are met, reimbursement will be remitted to applicant. Reasons why coursework might be denied:
 - a. Classes are not in applicant's subject area or related to pedagogical improvement
 - b. Classes are not directly related to an educational degree
 - c. Application does not meet all requirements as outlined in Negotiated Agreement
 - d. Funds are depleted for the year

To be Completed by Certified/Licensed Staff:

Employee Name _____ District _____
Course Name _____ Course # _____
Date of First Class _____
College/University _____
(if other than a Kansas postsecondary institution, documentation must be provided)

If working towards a degree, please list degree _____

Cost per Credit Hour: _____ (tuition & fees only)
Number of Credit Hours: _____
Total Cost of Course: _____
Total Requested: \$ _____

MCSEC will pay 50% of the tuition to a maximum of \$150.00 per credit hour including fees

Certified/Licensed Staff Signature

Date Submitted

Please keep a copy for your records and submit original to Executive Director.

Approved

Denied

Reason for Denial: ____ 4a ____ 4b ____ 4c ____ 4d

MCSEC Executive Director

Date

2. Longevity Benefit

The Board and the Association will provide a window for certified/licensed staff retiring under the KPERS system, whereby a single health insurance plan will be provided at MCSEC expense until the individual becomes qualified for Medicare insurance or age 65, whichever occurs first. If the window is not opened, certified/licensed staff shall pay the full cost of the health insurance premium. Qualifying certified/licensed staff must have at least 10 years of work experience with MCSEC and the certified/licensed staff must begin drawing KPERS retirement benefits within three months following retirement from MCSEC. The certified/licensed staff must also have been part of the MCSEC group health insurance for five (5) years prior to retirement.

The longevity provision will not be available unless agreed upon and opened by the Association and the Board. The Board reserves the right to open the window on an annual basis. The Board will notify the Association when opening the window. The application period will remain open for at least 10 weeks.

- B. Certified/licensed staff will notify the Executive Director in writing prior to June 1 of proposed horizontal movement on the Salary Schedule.
- C. Payment will follow procedures outlined in applicable statutes. Certified/licensed staff may elect to receive their pay by direct deposit or by paper check. Certified/licensed staff selecting the direct deposit option will have their pay deposited in their bank accounts on the 5th of each month or the 1st business day preceding the 4th if the 5th is not a business day. Paper checks will be mailed or will be available to be picked up on the 5th of the month or the 1st working day preceding the 5th if the 5th is not a business day. If the 5th is on a weekend or holiday, the preceding business day will be the pay date.
- D. The pay for a certified/licensed staff accepting summer assignment will be paid according to their current placement on the salary schedule effective on the January 1 immediately previous to the summer term of employment. These positions will be offered first to MCSEC certified/licensed staff.

Certified/licensed staff and the Executive Director shall agree on a designated base to be considered the starting and ending point for each day of certified/licensed staff's summer assignment. Certified/licensed staff will be paid the hourly rate as determined from the previous paragraph for all service/therapy/instructional hours and for all travel time from the designated base to the place or places to provide services and back to the designated base at the end of the work day.

All mileage will be reimbursed from the designated base to all destinations for service/therapy/instruction and back to the designated base at the end of the work day.

- E. Inservice credit may be applied to movement on the salary schedule as outlined in the approved PDC Plan.
- F. The total amount paid by colleges to MCSEC or the school district the certified/licensed staff is teaching in for the supervision of student teachers will be paid to the supervising certified/licensed staff involved.

A student teacher shall be assigned only to a cooperating certified/licensed staff who is willing to work with the student teacher.

- G. The Executive Director may request that certified/licensed staff attend inservice beyond the normal school year whether on a non-contracted day such as a weekend or vacation period during the school year or during non-contracted time between school years. Certified/licensed staff who accept such assignments will be compensated at the individual's salary rate of pay.
- H. If the local district where the certified/licensed staff is assigned closes or cancels school, and the local district counts the day as a working day, the MCSEC certified/licensed staff will also count it as a working day.
- I. A stipend of five hundred (\$500.00) shall be paid to all full-time licensed certified/licensed staff who conceive, develop, and draft individualized educational programs (IEPs). Those staff who are less than full-time will receive a stipend proportionate to the time (FTE) employed by the Board.
- J. The salary schedules shall be printed and put online as a part of the negotiated agreement.
- K. The Board and The Association representatives will meet within forty-five days of the salary schedule being completed to ensure accuracy of the steps and columns.
- L. Certified/licensed staff and the Executive Director shall agree on a designated base to be considered the starting and ending point for each day of certified/licensed staff's regular contract. All mileage will be reimbursed from the

designated base to all destinations for service/therapy/instruction and back to the designated base at the end of the work day.

ITEM 8: FRINGE BENEFIT Section 125 Cafeteria Plan (salary reduction agreement)

- A. The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall allocate \$497.00 toward Option 3 - \$2,000 deductible of the EHIG (ESSDACK Health Insurance Group) Health Insurance Plan, per month per full-time certified/licensed staff as defined by the Affordable Care Act and outlined in our ACA Eligibility Policy. The Board shall pay to the program on behalf of each part-time certified/licensed staff an amount of money proportionate to the amount of time certified/licensed staff is employed by the Board.

All certified/licensed staff must apply the allocation by the Board to the MCSEC group health insurance or they will lose the benefit, except that a certified/licensed staff whose spouse has insurance from the same group (ESSDACK) as MCSEC may apply the benefit toward the cost of that insurance; i.e., MCSEC will pay the allocation to the district of the spouse.

If membership in the entire group health insurance program drops below 70%, the Board will purchase a single health insurance policy for each certified/licensed staff, prorated for part-time certified/licensed staff and there will be no cash in lieu of benefit.

Certified/licensed staff will be eligible for continued participation in the MCSEC group health insurance plan at resignation or retirement if they are eligible for retirement under KPERS, they qualify for disability retirement under KPERS, and otherwise qualifies under the provisions of KSA 12-5040 as outlined in our MCSEC Certified/licensed staff Health Insurance Continuation Plan, approved in Board policy on August 17, 2015.

B. MCSEC EARLY RETIREE HEALTH INSURANCE CONTINUATION PLAN

Upon satisfaction of the following provisions, any MCSEC certified/licensed staff eligible for MCSEC group health insurance plan has the option to continue participation in the MCSEC group health insurance plan beyond retirement. This policy is intended to comply with Kansas Statute Annotated 12-5040, which includes but is not limited to the following provisions:

1. Early retirees must have been employed by MCSEC for not less than 10 years.
2. The early retiree is a certified/licensed staff who has terminated employment and is receiving a retirement or disability benefit for service with MCSEC from which they terminate employment.
3. Early retiree will pay the full monthly health insurance premium as established by the Board.
 - a. The full monthly premium is due in the MCSEC office by the 1st of the month of coverage.
 - b. MCSEC will not send the retiree monthly invoices, it is the retiree's responsibility to pay premiums timely.
4. Early retiree may continue coverage for eligible spouses and dependents that are covered under our group health plan at the time of your retirement and activation of this extension of coverage.
5. Early retiree who wish to elect this extension of coverage, should make a written request for continued participation in the group health insurance plan to the MCSEC office within thirty (30) days following retirement (in lieu of electing any available COBRA continuation coverage).

This continuation plan and continued health plan coverage will be terminated in any of the following situations occur:

6. MCSEC no longer provides a group health insurance plan to its active employees.
7. The premium for the group health insurance plan coverage is not paid by the retiree in a timely manner.
 - a. If the full monthly premium is not received in the MCSEC office by the 10th of the month, payment is not timely and cancellation of the coverage will be made to coincide with the date to which coverage has been paid.
8. The early retiree becomes eligible for coverage under another employers health insurance plan.
 - a. It is the responsibility of the early retiree, whether the member is the retiree or the spouse and/or dependent of the retiree, to notify MCSEC office in writing that they have become eligible to be covered under a plan of another employer. The early retiree will lose eligibility to continue health insurance

coverage under the MCSEC group health insurance plan even if the early retiree does not elect to enroll in the other employer coverage for which they become eligible.

- b. If the early retiree becomes eligible for coverage as an active full time employee again for MCSEC, the early retiree transfers back to the MCSEC group health insurance plan. The provisions of this continuation plan are again offered at the subsequent early retirement.
9. The early retiree attains age 65. (It is the intent of this policy to terminate coverage when the retiree becomes eligible for Medicare, which, at the time of adoption of this policy, is age 65. Should federal laws change the age of eligibility for Medicare, this policy will mirror such changes.)
10. Covered spouses and/or dependents will lose eligibility when the retiree loses eligibility.
11. In the event of the death of a retired employee, the surviving spouse and eligible dependents, covered under the retiree's group health insurance plan, will have a right to elect applicable COBRA continuation coverage.
12. Once a retiree or eligible dependent is no longer eligible for coverage according to these provisions, there will be no reinstatement of coverage.

Any early retiree electing such continuation acknowledges that they will be given the option to change deductible options at subsequent plan anniversary dates, as might be allowed by the MCSEC group health insurance plan in place at the time. However, once participating under KSA 12-5040 continuation, the plan does not allow for the addition of future dependents to the retiree's insurance coverage.

MCSEC expressly reserves the right to terminate or modify any or all coverage under this provision which is not required by Federal and State law and regulations.

072015GBSkrESSDACK

The Board shall also provide the opportunity for each certified/licensed staff to execute a revised salary reduction agreement once annually. Once the annual allocation is made for each selected benefit, the only changes which will be allowed are those permitted by the rules of Section 125.

- C. Each certified/licensed staff executing a salary reduction agreement for benefits shall allocate a monthly sum to be used for the purchase of:
 1. Term Life Insurance
 2. Group Health Insurance
 3. Dental Insurance
 4. Cancer Insurance
 5. Dependent Care (Flex spending)
 6. Medical Reimbursement Account (Flex spending)
 7. Identity Theft Protection
 8. Vision
 9. Accident Insurance
 10. Critical Illness
 11. Short Term Disability
- D. The Board shall provide each certified/licensed staff a description of the benefit coverage provided within ten (10) days at the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. When requested by certified/licensed staff the Board shall provide applications and, when necessary, information about the program.
- E. Companies wishing to provide 403(b) options and companies wishing to provide Section 125 options to MCSEC eligible staff will document that five MCSEC eligible staff will enroll with them. Companies providing this service to MCSEC staff as of January 1, 1999 shall be exempt from this requirement. A company shall not be dropped from the register of participating companies after eligibility is once determined.

ITEM 9: LEAVE

A. Universal Leave

Leave, formally known as sick and personal leave, shall be combined with Universal Leave at the beginning of the 2017-2018 school year. Such leave is now be known as Universal Leave.

1. Universal Leave is granted at the rate of sixteen (16) days (128 hours) per year. Days will prorated based on FTE.
2. The Executive Director must approve leave of more than five (5) consecutive days. The request shall be submitted to the building principal and the Executive Director no less than 5 school days in advance of the anticipated dates of leave so that a substitute may be arranged. In exceptional circumstances and for good cause shown, the Executive Director may waive the 5 day restriction. A doctor's verification may be required by the Executive Director. Incremental use of leave days may be taken in one (1) hour increments.
3. Certified/licensed staff may accumulate leave from year to year to a maximum of 75 days (600 hours). The sixteen (16) new days (128 hours) will be added on at the beginning of the year bringing the total to no more than 91 days (728 hours). Universal Leave will not exceed 75 days at the end of the school year.
4. Certified/licensed staff shall be paid \$25.00 per day for each day of unused Universal Leave in excess of 75 days (600 hours) on completion of their annual contract. Such pay shall be limited to a maximum of 16 days (128 hours) and shall be paid as soon as processing of such pay can be completed after the completion of the certified/licensed staff's contract. All partial days, less than 8 hours, shall be forfeited.
5. Accumulated Universal Leave shall be used for certified/licensed staff's own illness, family illness, critical illness or death of the immediate family. Certified/licensed staff's immediate family shall include spouse/partner, mother, father, brother, sister, children, grandchildren, grandparents, such in-laws of certified/licensed staff and any other relative who resides in the certified/licensed staff's home (Critical illness means illness that is sufficiently serious to require certified/licensed staff's presence). Verification from an attending physician may be required by the Executive Director.
6. By obtaining approval from the Executive Director, certified/licensed staff who wish to attend a funeral will be granted Universal Leave absence.
7. After a certified/licensed staff has used all of his/her accumulated Universal Leave, his/her salary will be deducted at the daily rate of certified/licensed staff's total salary, as determined by the salary schedule. Stipends shall likewise be adjusted.
8. Leave for less than 4 hours shall be allowed if a substitute for that period of time is available, or if a substitute is not needed for that period.

B. Early Retirement and Resignation Incentive

Certified/licensed staff, working for MCSEC three (3) years or more, who provide written notification of a retirement or resignation to the Executive Director, on or before the following dates shall be entitled to the financial incentives as listed below. Retirement or Resignation notification received by:

February 1 st	\$1,000.00
March 1 st	\$ 500.00
April 1 st	\$ 250.00

Certified/licensed staff, working for MCSEC three (3) years or more, who provide written notification of their Retirement to the Executive Director by February 1st will receive payment of unused universal leave at the rate of \$25.00 per day. Following the notification, payment for said days shall be paid as soon as processing of such pay can be completed after the completion of the certified/licensed staff's contract.

C. Illness and Disability Pool (the pool)

This pool is established to provide assistance to certified/licensed staff in extraordinary circumstances. Membership in the pool shall be voluntary. Only members shall be eligible to use illness and disability pool days. A committee composed of the director and three certified/licensed staff selected by the association shall be established to screen the pool disbursements.

For Membership, Certified/licensed staff shall donate two days per year to the pool. A donation card authorizing the transfer of leave must be signed along with other beginning of the year payroll information. Certified/licensed staff hired after the beginning of the school year may sign at the time of employment, and these initial days will be deducted from the current year total. The transfer of two days for each certified/licensed staff member will take place after the total individual accumulation has been adjusted at the end of the school year, and only if the total

accumulated pool days fall below 200 days. If the total falls between 200 and 250 days, each certified/licensed staff member shall donate one day rather than two days. If the total exceeds 250, no days will be transferred to the pool that school year, except that new applicants to the pool must donate two days to become members of the pool. The total number of pool days will be counted during the pre-service days of each school year after new certified/licensed staff wishing to join has donated their two days. Then, a decision will be made as to whether continuing members will be required to donate additional days per this section.

Certified/licensed staff Members who have used all of their own accumulated leave may draw no more than 30 days each year, up to the maximum stated in "2.h. Criteria for Approval", on a first-come, first-served basis, subject to approval of the committee.

The above policy pertains to full-time certified/licensed staff only. Any assignment other than full time will be prorated accordingly.

1. Procedures to Borrow Days From the Illness & Disability Pool

- a. Obtain a written statement from your medical doctor or dentist recommending that you continue to be absent due to your health or to the health of your immediate family member or minor children in certified/licensed staff's custody.
- b. Certified/licensed staff shall complete the Illness & Disability Leave Pool application form and will submit it along with the doctor's recommendation to the chairperson of the Illness & Disability Leave Pool Committee.
- c. A decision concerning the request will be made by the committee based on the criteria outlined in the Illness & Disability Pool agreement. All decisions of the committee will be final.
- d. Extraordinary circumstances shall be defined as major non-elective surgery, illness, or accident which requires hospitalization and/or convalescence or recuperation in an extended care facility or at home. Certified/licensed staff receiving workers compensation benefits or KPERS disability shall not be eligible.
- e. If the leave days are requested for a condition of someone other than certified/licensed staff making the request, additional criteria may be considered, such as the life-threatening aspect of the situation.
- f. In some cases, it may be considered possible for certified/licensed staff to make alternative arrangements with other family members or caretakers to attend to the person involved, or to provide the care needed.

2. Criteria for Approval

- a. Use of the pool is open only to certified/licensed staff who are currently members of the pool.
- b. Application must be made within the contract year in which the accumulated leave days are depleted.
- c. Pool days cannot be used until all the applicant's accumulated leave days have been depleted.
- d. Pool days may only be used for absences due to the illness or disability of certified/licensed staff, members of certified/licensed staff's immediate family, or minor children in certified/licensed staff's custody.
- e. The ill or disabled person must be under the care of a medical doctor or dentist.
- f. Approved leave pool days shall not exceed 30 days in any one contract year. At no time may a member owe more than 42 days to the pool.
- g. Certified/licensed staff agrees that upon return to full-time service, the borrowed pool days will be repaid at a rate of not less than 3 days per year, whether or not certified/licensed staff continues to participate in the pool.
- h. Certified/licensed staff shall be allowed to accumulate deficit days based on the number of years employee has been with MCSEC, as follows:

1 to 6 years = 24 days maximum
7 to 12 years = 36 days maximum
13 or more years = 42 days maximum

- i. A certified/licensed staff who leaves the employment of the Cooperative owing leave days to the pool shall forfeit any remaining leave days they have accrued. If certified/licensed staff still owes leave days to the pool, they shall, at the discretion of the committee, have deducted from his/her salary an amount equal to his/her daily rate, as determined by the salary schedule, multiplied by the number of days owed.

D. Professional Leave

Certified/licensed staff may attend professional meetings at the discretion of the Executive Director. Such professional leave may also include professional improvement days such as classroom visitation. MCSEC may pay for the transportation, registration, and lodging/meals. Certified/licensed staff should request attendance to the professional meeting at least two weeks in advance and shall file a written report concerning the meeting with the Executive Director. Certified/licensed staff must have the leave request approved prior to the date of desired leave.

E. Jury Duty

Certified/licensed staff shall be released for jury duty. A substitute teacher, or other substitutes where applicable, will be provided at MCSEC expense. Certified/licensed staff will reimburse MCSEC for the amount received for jury duty. The amount received for transportation expense will be retained by certified/licensed staff.

F. Association Leave

At the beginning of every school year the Association shall be provided with a total of four days of leave to be used by certified/licensed staff who are members of the Association. At an official board meeting the Association will provide the Board the name of the officer authorized by the Association to approve Association leave.

The officer authorized by the Association will notify the Executive Director in writing no less than 48 hours in advance of taking leave. The notice will identify the individuals taking Association leave and the dates of the leave. The Association will pay the cost of the substitute when hired. Association leave will not be used by more than two employees on the same day.

G. Extended Leave/Sabbatical Leave

Certified/licensed staff may request, subject to approval of the Executive Director and the Board, a leave of absence for study, foreign teaching, serving in a political office, travel, health, maternity, adoption, family care, professional activities and professional related employment, etc. Request for leaves of longer than one month except for adoption, travel, health reasons, or family care should be made prior to March 15. Length and conditions of the leave will be agreed upon at that time. All leaves shall be subject to the following provisions; the certified staff shall:

1. Receive no salary from MCSEC when on leave
2. Retain accumulated universal leave
3. Return to the experience level on the salary schedule held prior to the leave of absence, unless said certified/licensed staff qualifies for a higher income bracket
4. Upon return from leave, the certified/licensed staff will be assigned to the position held before the leave was taken or such other position for which the certified/licensed staff is certified
5. Have been employed by MCSEC for at least six years (except health, family care or maternity leave)
6. Be permitted to retain the group health insurance coverage and other fringe benefit options at certified/licensed staff's expense
7. Receive benefits including leave on a prorated basis if leave is taken part time
8. Maintain all rights accruing under Kansas Public Employees Retirement System, if any.

Leave may be granted for as long as one year.

Leave may be granted full time or part time

H. Leave Resulting from Assault/Battery

In the event that a certified/licensed staff is assaulted/battered in the course of his/her job, which results in that certified/licensed staff taking leave, that leave shall not be charged against paid leave for certified/licensed staff, but shall be considered Board approved leave without reduction in compensation.

1. Reporting

A certified/licensed staff who has suffered an assault and/or battery in connection with his/her employment, where such event occurs in school, on school grounds, or while the certified/licensed staff is engaged in duties at a regularly scheduled school event, shall, within 3 days thereafter, make a written report of the circumstances to his/her building principal and the Executive Director.

2. Injury Benefits

Whenever a certified/licensed staff is absent as a result of personal injury caused by the assault and/or battery reported under Paragraph 1 and the Executive Director finds that the certified/licensed staff has used reasonable judgment, he/she shall be paid his/her full salary, less any other MCSEC provided disability benefits, without having such absence charged to their leave. Such payments shall not extend beyond the end of contract days or until the certified/licensed staff is fully recovered, whichever occurs first. The Executive Director may require medical reports to verify the disability.

3. Property Damage

If a certified/licensed staff's clothing or personal effects worn or on his/her person are damaged or destroyed as a result of a physical attack or willful malice which arises out of and occurs in the course of his/her employment, the district shall reimburse the certified/licensed staff for the cost of repair or reasonable replacement value in an amount not to exceed a total of \$500.00, provided that:

- a. the Executive Director or designee shall determine whether or not the certified/licensed staff has used reasonable judgment in the incident;
- b. any property damage covered by insurance will be excluded from the amount paid by MCSEC;
- c. the certified/licensed staff shall furnish the district with a signed statement either that he/she has no insurance to cover the loss or that a claim had been denied by his/her insurance company; and
- d. a police report shall be filed at the time of the incident.

I. Professional Work Leave

Each certified/licensed staff may request two (2) non-student contact days per year for the purpose of completing necessary IEP work. These days may be requested in one-half day increments. The decision to use these days will be at the individual staff's discretion, but approval or the specific day(s) to be used is at the discretion of the building principal/Executive Director to insure availability of substitutes.

J. The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that their group health benefits be maintained during the leave.

FMLA applies to all public agencies, all public and private elementary and secondary schools, and companies with 50 or more employees. These employers must provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons:

- For the birth and care of the newborn child of an employee;
- For the placement with the employee of a child for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition

Employees are eligible for leave if they have worked for their employer at least 12 months, at least 1,250 hours over the past 12 months, and work in a location where the company employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours or work.

Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

A final rule effective on January 16, 2009, updates the FMLA regulations to implement new military family leave entitlements enacted under the National Defense Authorization Act for FY 2008.

ITEM 10: PAYROLL DEDUCTIONS

The Board will follow guidelines established by Kansas statutory guidelines for payroll deductions. Within thirty (30) days after receipt of written authorization from the certified/licensed staff the Board shall deduct from the salary of certified/licensed staff and make appropriate remittance for:

- A. Association Dues
Such authorization shall continue in effect from year to year. Pursuant to such authorization the Board shall deduct one-twelfth (1/12) or an appropriate amount of such dues from the regular salary check of certified/licensed staff each month. Amounts to be deducted shall be supplied the Board through a schedule established by the Association. Prior authorizations existing on the effective date of this agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by certified/licensed staff July 15 and September 1 of any school year. The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) days following each regular period.
- B. Tax Sheltered Annuities
Deductions for tax sheltered annuities shall be in accordance with applicable Kansas statutory guidelines.

ITEM 11: DISCIPLINE

- A. The Board will follow guidelines as defined by Kansas statutory guidelines.
- B. The Executive Director and certified/licensed staff, in private, shall discuss informally the action of certified/licensed staff which is considered to be detrimental to the learning process of children. The Executive Director may also informally discuss other duties that are assigned to certified/licensed staff but have not been completed. The principal (s) may be invited where appropriate.
Disciplinary Actions for Duties Not completed
 1. Certified/licensed staff shall submit paperwork (IEP, Progress Reports, etc) no more than two (2) weeks after said paperwork is due (IEP meetings, end of quarter grades, etc). Failure to complete these duties within said timelines shall result in an oral reprimand. The Executive Director shall have the right to assign certified/licensed staff up to an additional five (5) working days during the contract year or at the conclusion of the contract year.
 2. The additional day(s) shall be in addition to the number of stated days in the certified/licensed staff's contract at no additional pay.
 3. Written notice of required completion date will be given to the certified/licensed staff at the time of the oral reprimand and a copy placed in certified/licensed staff's personnel file. Following completion of the duties, the documentation will be removed from the staff's personnel file.
 4. The specific day(s) (excluding all Sundays and legal holidays) and place for working the additional day (s) will be designated in writing by the Executive Director.
 5. The additional designated day(s) assigned will end when the specified requirements are completed as determined by the Executive Director.
- C. If this action is repeated, a written reprimand will be given to the certified/licensed staff listing the undesirable behavior and suggestions for improvement.
- D. If the undesirable behavior continues after receipt of the written reprimand, formal disciplinary procedures may be taken such as suspension, removal, or dismissal in accordance with Kansas statutory guidelines.
- E. Certified/Licensed staff Files
 1. Number of Files
All personnel records shall be construed as the file for each certified/licensed staff and such file will be maintained at the MCSEC office.
 2. Open to Certified/Licensed staff
All material obtained during the period of employment which is placed in certified/licensed staff's file and which may be used to determine certified/licensed staff's continued employment or advancement in the school system, shall be available for inspection by appointment, during normal business hours, to be scheduled within

five (5) working days of the request. At certified/licensed staff's request and with written authorization, a representative of the Association may inspect certified/licensed staff's file.

3. Right to Reproduce Contents

Certified/licensed staff and/or his/her representative shall have the right to reproduce any of the contents of his/her file.

4. Data/Employee Response

There shall be no anonymous data placed in the certified/licensed staff's file. All data placed in the certified/licensed staff's file must be signed by the originator, dated, and a copy presented to certified/licensed staff for review prior to placement in certified/licensed staff's file.

A certified/licensed staff shall have the right to respond, in writing, to any material filed subsequent to employment, and the response shall be affixed to the material and placed with it in certified/licensed staff's file.

Additionally, certified/licensed staff may have any evidence of competence, professionalism, or outstanding performance or service he/she chooses placed in his/her file.

5. Complaints

Any written complaints regarding a certified/licensed staff made to an administrator by any parent, student, or other person shall be promptly called to the certified/licensed staff's attention. The certified/licensed staff shall receive a copy of the complaint.

The certified/licensed staff shall have an opportunity to answer the complaint. The certified/licensed staff's written response will be communicated to the complainant and will be attached to any retained written record of the complaint.

Certified/licensed staff will be notified within ten days of the written complaint, and will sign, signifying receipt of notification. Unsigned complaints will not be accepted.

ITEM 12: EVALUATION PROCEDURE

The Board shall follow Kansas statutory guidelines and the approved MCSEC evaluation instrument.

A. Pre-Evaluation Conference

The evaluation instrument and applicable Kansas statutory guidelines shall be discussed at staff inservice. Additional conferences may be arranged at the request of the certified/licensed staff.

B. Classroom Visitation

Classroom visitations shall be at least two average class periods per evaluation, to be arranged by mutual consent. Evaluations will also be based on informal observations and contacts.

C. All evaluations will be done either by the Executive Director, the Assistant Director, or by a principal who has been trained in special education practices, procedures, law and expectations. The Executive Director or the Assistant Director will provide inservice to the principals annually, and each principal who will evaluate certified/licensed staff must receive that training annually.

All newly hired certified/licensed staff without at least one year of certified special education experience will be evaluated in a collaborative effort by the Executive Director and the building principal. A first year principal would evaluate a special education employee in a collaborative effort with the Executive Director.

The Executive Director or the Assistant Director will be the primary evaluator of all itinerant certified/licensed staff.

The Executive Director or the Assistant Director shall seek input from the building principal(s) of the building(s) in which certified/licensed staff spends his/her working day. Written responses received from building principals will be available for certified/licensed staff reviewing the comments.

A certified/licensed staff who deems that his/her evaluation, which was done by a building principal, is unsatisfactory may choose to discuss the evaluation with the Executive Director or the Assistant Director. If this procedure does not resolve the problem to certified/licensed staff's satisfaction, and if certified/licensed staff requests it, the Executive Director or the Assistant Director will then evaluate certified/licensed staff.

D. Post-Evaluation Conference

The post-evaluation conference will be arranged by the Executive Director, the Assistant Director, or the building principal after notifying certified/licensed staff. Should the evaluation contain areas marked unsatisfactory, suggestions for improvement will be provided in writing.

- E. Copies of Evaluation
Certified/licensed staff shall receive a copy of his/her signed evaluation and any supplemental evaluation documents involved.
- F. Feedback
Feedback for performance efficiencies and deficiencies will be provided.
- G. An Advisory Evaluation Committee will be formed with representatives agreed upon by the Association and Executive Director to review the piloted McRel evaluation tool and its implementation and make recommendations about its success and usefulness during the 2016-2017 school year. This will be an approved committee and subject to supplemental pay as stated in Item 6B.

ITEM 13: GRIEVANCE PROCEDURE

- A. Purpose
The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual certified/licensed staff members of MCSEC as the lowest level.
- B. Definition
A grievance is a complaint involving the alleged violation, misinterpretation, or misapplication of a written provision of the Negotiated Agreement entered into between the Board and MCSEC.
- C. Procedures
 1. The adjustment of grievances will be accomplished as rapidly as possible.
 2. After the initial private conference with the immediate administrative superior, the aggrieved employee may be accompanied by others or represented by legal counsel.
 3. All discussions and hearings shall be conducted at times other than when school is in session unless arranged otherwise by the Executive Director.
 4. Only certified/licensed staff affected may file a grievance.
 5. Time limits may be extended or reduced by mutual consent of the aggrieved employee and the Board.

Level I

1. An aggrieved employee will first discuss the grievance with the Executive Director in a private and informal conference. Employee will cite and define the grievance. Effort will be made to adjust the grievance in an informal manner.
2. If the aggrieved employee is dissatisfied with the outcome of the initial private conference, he/she may request a formal conference with the Executive Director. Effort should be made to develop an understanding of the facts and the issues in order to create a climate which leads to a solution. The formal conference will occur within ten (10) working days of the last informal conference. It is understood that at the formal level the grievance shall be submitted in writing.

Level II

1. If the grievance is not adjusted to the satisfaction of the aggrieved employee, the aggrieved employee may appeal the grievance to the Board for the purpose of final adjustment of the grievance.
2. The Board will meet with the aggrieved employee no later than the next Board meeting. The Board will meet and confer with the aggrieved employee and render a decision to be submitted to the aggrieved employee in writing within thirty (30) working days. This will be the final disposition of the grievance by the Board.

The aggrieved employee shall be advised of his/her right to appeal the Board's decision to a court of competent jurisdiction.

- D. Other Conditions
 1. All certified/licensed staff involved, and all others who might contribute to the adjustment of a grievance, are authorized to testify with full assurance that no reprisal will follow because of such participation.
 2. Upon settlement of the grievance, all records shall be kept on file.
 3. Should either party tape or transcribe the meeting at any level, the other party may request a copy of the tape or transcription (at his/her own expense for duplication).

INSTRUCTIONS

The purpose of the grievance procedure is to facilitate free, easy and effective communication between certified/licensed staff and the Board and/or Executive Director in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance form and the filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from the MCSEC Office and the Association, and should be filed at each level of the grievance procedure.

1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved, and what occurred.

Detailed information of the facts involved, the relevant contract provisions, and the manner in which those facts relate to the contract provisions are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

2. Under Section B of the Grievance Report Form those relevant contract provisions which the grievant contends have been violated, misinterpreted, or misapplied, should be specified.
3. Under Section C the grievant should state his or her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract has occurred.
4. Under Section D the grievant should specify the relief which he or she desires as a result of the grievance.

GRIEVANCE REPORT FORM

Level I: (A) (B) Date Filed: _____

Level II: (A) (B)

(Circle one to indicate level of grievance)

Name of Grievant

Building

Assignment

A. Date cause of grievance occurred: _____

B. Relevant contract provisions: _____

C. Statement of grievant's claim (statement of facts upon which grievance is based – use additional pages if necessary):

D. Relief desired: _____

Signature of Grievant: _____ Date: _____

Date Received: _____

A. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature of Administrator: _____

See Instructions

Date: _____

ITEM 14: HOMEBOUND INSTRUCTION

The pay for a certified/licensed staff accepting Homebound instruction after contracted hours will be paid according to their current placement on the salary schedule effective for that school year.

ITEM 15: PARAEDUCATOR EMPLOYMENT

When possible, certified/licensed staff should have a part in the selection of the paraeducators assigned to their programs. However, the ultimate authority to employ a paraeducator rests with the Executive Director and the Board.

ITEM 16: REPRODUCTION OF AGREEMENT

Each party shall notify the other, in writing, within twenty-four (24) hours of the ratification of the negotiated agreement. Representatives will sign the written document within thirty days of ratification by both parties.

The negotiated agreement may be viewed and obtained from the MCSEC website. MCSEC will maintain a viable website during the length of the agreement. Hard copy of the negotiated agreement will be provided at the expense of the Board to any and all certified employees within thirty (30) days of receipt of request. Up to five (5) hard copies will be provided to the Association at Board expense within thirty (30) days following the signing of the agreement by the Association and the Board.

ITEM 17: REIMBURSEMENT FOR BACKGROUND CHECKS AND FINGERPRINTING

Certified/licensed staff will be reimbursed for all costs incurred to perform a background check and fingerprinting required for KSDE teacher licensure.

ITEM 18: SAVING CLAUSE

If any of these items are held to be contrary to law, then such items shall not be deemed valid or subsisting, except to the extent permitted by law: but all other items shall continue in full force and effect.

ITEM 19: LIQUIDATED DAMAGES

In the event whereby it may become necessary for the certified/licensed staff to leave the employment of MCSEC after the statutory notification date, the Board shall accept the resignation of the certified/licensed staff upon receipt of the following financial compensation:

- \$750.00 if resignation is submitted after June 20, or the first business day following the 20th if the 20th is not a business day
- \$2,000.00 if resignation is submitted after the second Friday in July
- \$3,000.00 if resignation is submitted after July 30th.

The liquidated damages may be waived with Executive Director and Board approval based upon extenuating circumstances that are beyond certified/licensed staff's control (i.e. spouse transfers).