

MARION COUNTY
SPECIAL EDUCATION COOPERATIVE #617

MEMORANDUM OF AGREEMENT
2015-2016

Marion County Special Education Association (MCSEA)

Marion County Special Education Cooperative (MCSEC) Board of Directors

Marion County Special Education Cooperative #617

MEMORANDUM OF AGREEMENT FOR 2015-2016

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ITEM 1. Employee Professional Contract

2014-2015

TEACHER 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»

here-in-after called the "employee," that the employee is hereby employed by the Marion County Special Education Cooperative #617. Salaries will be based on a work year. Teachers will work according to their designated home calendar () and will perform the following services in conformity with Kansas statutes.

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

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

For these services the Board of Directors shall pay the employee in accordance with applicable Kansas statutes.

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

This contract is accepted by the employee:

Employee 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, 2015, through June 30, 2016.

All negotiated items shall continue in force and effect to June 30, 2016, 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 teachers will be assigned the equal amount of preparation time that general education teachers receive in their assigned building, or 200 minutes of preparation time, whichever is greater. The employee will not be assigned to other duties at this time and it will be in addition to their lunch period.

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

The employee 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 employees if this can be accomplished without weakening the educational program. 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 Interlocal #617
- Professional employee's evaluation reports-current and past
- Recommendations of building principals and administrative staff

B. Termination or Nonrenewal for Tenured Employees

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 the 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.

C. Termination or Nonrenewal for Non-tenured Employees

Should the Board decide to terminate the employment or non-renew the contract of a non-tenured employee, the following items are guaranteed:

1. The Board will follow applicable Kansas statutes; and
2. The employee will be afforded all rights guaranteed by Kansas statutes.

ITEM 5. WORKDAY AND WORK YEAR

A. Workday

The employees shall arrive at their first assignment at the same time as the employees of the district being served. The employees may depart consistent with the district housing their afternoon assignment.

B. Work Year

MCSEC certified staff will be paid based on a work year. The salary matrix (refer to Item 7A) will determine the salary for that individual not how many hours or days worked. All teachers will be required to work the state mandated minimum number of hours per year which is 1116. Teachers 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 opening. Any days approved by the MCSEC 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. Employees accepting the positions of coordinator or coach of the MCSEC Special Olympics program shall be compensated at the rate of \$400 per school year.

The coordinator position shall include organizing and filing parent permission, athlete's physicals, registration for events, communication to participating teachers, 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 MCSEC employee who is selected to serve on a committee that is approved by the MCSEC Board shall be compensated at the rate of \$500 for Chairperson and each committee member at the rate of \$250 (per school year). An approved committee includes the Assistive Technology Committee, 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 employee 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 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-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. Employees 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 matrix by the Marion County Special Education Cooperative Board of Directors. 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 MCSEC Executive Director for approval to be used toward advancement on the salary matrix. If the employee disagrees with the director's decision, he/she may appeal to the Professional Development Council.

If the employee 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 an employee 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 matrix. The non-educational bachelor degree(s) will not be counted for column advancement on the bachelor's matrix.

Column advancement across the salary matrix 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.

The employee shall receive a fringe benefit as negotiated by the MCSEC Board with remain compliant on health care consortium of which they belong, along applicable state and federal regulations.

Longevity Benefit

The MCSEC Board and the Marion County Special Education Teachers Association will provide a window for teachers 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, the employee shall pay the full cost of the health insurance premium. Qualifying employees must have at least 10 years of work experience with MCSEC and the teacher must begin drawing KPERS retirement benefits within three months following retirement from MCSEC. The individual must also have been part of the MCSEC health insurance program for five (5) years prior to retirement.

The longevity provision will not be available unless agreed upon and opened by MCSEA and MCSEC. 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 ten weeks.

Salaries will be based on a work year. Teachers will work according to their designated home calendar days. All teachers will be required to work the state mandated minimum number of

hours per year which is 1116. The MCSEC 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 for 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 districts' 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.

- B. Employees will notify the director in writing prior to June 1 of proposed horizontal movement on the salary matrix.
- C. Payment will follow procedures outlined in applicable statutes. Employees may elect to receive their pay by direct deposit or by paper check. Employees selecting the direct deposit option will have their pay deposited in their bank accounts on the 5th of the month or the 1st business day preceding the 5th 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 MCSEC employee accepting summer assignment will be paid according to their current placement on the salary matrix effective on the January 1 immediately previous to the summer term of employment. These positions will be offered first to MCSEC employees.

The employee and the MCSEC Executive Director shall agree on a designated base to be considered the starting and ending point for each day of the employee's summer assignment. The employee 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 matrix as outlined in the approved PDC plan.
- F. The total amount paid by colleges to MCSEC or the school district the employee is teaching in for the supervision of student teachers will be paid to the supervising teachers involved.

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

- G. The MCSEC Executive Director may request that employees 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.

Employees who accept such assignments will be compensated at the individual's salary rate of pay.

- H. If the local district where the MCSEC employee is assigned closes or cancels school, and the local district counts the day as a working day, the MCSEC will also count it as a working day.

- I. A stipend of five hundred (\$500) shall be paid to licensed staff members. This stipend shall be paid for the 2015-2016 school year, but may be renegotiated in following years. Those staff not full-time employed will receive a stipend proportionate to the time (FTE) employed by the Board.
- J. The salary schedules shall be printed with and put online as a part of the negotiated agreement.
- K. The MCSEC Board and MCSEA representatives will meet within forty-five days of the salary schedule matrix being completed to ensure accuracy of the steps and columns.
- L. The employee and the MCSEC Executive Director shall agree on a designated base to be considered the starting and ending point for each day of the employee'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 dollars as determined by Item 7A per month per full-time employee. The Board shall pay to the program on behalf of each part-time employee an amount of money proportionate to the amount of time the employee is employed by the Board.

All employees must apply the allocation by the Board to the MCSEC group health insurance or they will lose the benefit, except that a staff member 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 health insurance program drops below 75%, the Board will purchase a single health insurance policy for each certified teacher, prorated for part-time employees and there will be no cash in lieu of benefit.

Employees will be eligible for continued participation in the MCSEC group health plan at resignation or retirement if they are eligible for retirement under KPERS, they qualify for disability retirement under KPERS, or they retire under KPERS while COBRA benefits are in effect.

Those persons continuing participation in the group health plan after retirement or resignation may continue to do so until attaining the age of 65 or failure to make required premium payments in a timely manner (including dollars in excess of those paid by MCSEC). The employee will pay for additional coverage for family health insurance and any increase in subsequent years in the cost of a single health insurance policy.

The Board shall also provide the opportunity for each employee 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.

- B. Each teacher executing a salary reduction agreement for benefits shall allocate a monthly sum to be used for the purchase of:
 - 1. Group Term Life Insurance & Accidental Death
 - 2. Group Health Insurance
 - 3. Salary Protection Insurance
 - 4. Dental Insurance
 - 5. Cancer Insurance
 - 6. Dependent Care
 - 7. Medical Reimbursement Account

8. Heart/Stroke
 9. Vision
 10. Accident Insurance
- C. The Board shall provide each employee 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 the employee the Board shall provide applications and, when necessary, information about the programs.
- D. 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. UNIVERSAL LEAVE

- A. Universal leave is granted at the rate of sixteen (16) days per year. Universal leave includes days that were formerly termed sick leave and personal leave.
1. The Executive Director must approve leave of more than five (5) consecutive days. The request shall be submitted to the principal/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 show, 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.
 2. Teachers may accumulate leave previously referred to as sick days and personal leave from year to year to a maximum of 75 days. The sixteen (16) new days will be added on at the beginning of the year bringing the total to no more than 91 days. Universal leave will not exceed 75 days at the end of the school year. At the end of each school year, any unused universal leave days will be added to accumulated universal leave to the maximum of 75 days. Accumulated sick leave may be used for sick leave and not for universal leave. After completion of the annual contract, the Interlocal will reimburse teachers who have accumulated universal leave days in excess of 75 days at \$25.00 per day.
 3. Accumulated Universal leave shall be used for the employee's own illness, family illness, critical illness or death in the immediate family. The employee's immediate family shall include spouse/partner, mother, father, brother, sister, children, grandchildren, grandparents, such in-laws of the employee and any other relative who resides in the teacher's home (Critical illness means illness that is sufficiently serious to require the employee's presence.) Verification from an attending physician may be required by the Executive Director.
 4. By obtaining approval from the the Executive Director, teachers who wish to attend a funeral will be granted Universal leave absence.
 5. Notification of resignation for retirement shall be made no later than May 1 for the following year, in order to receive the retirement benefit of pay for unused sick leave. Date of payment will be June 15 following the anniversary of the date notice is given. Notification will be in writing and signed. Exceptions to the notification requirement may be made in extenuating circumstance upon approve of the Board of Directors.

6. After a teacher has used all of his/her accumulated Universal leave, his/her salary will be deducted at the daily rate of the employee's total salary, as determined by the salary matrix. Stipends shall likewise be adjusted.
7. 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 of time.
8. Teachers shall be paid twenty-five dollars (\$25) per day for each day of unused sick leave in excess of 75 days on completion of their annual contract. Such pay shall be limited to a maximum of 16 days and shall be paid as soon as processing of such pay can be completed after the completion of the teacher's contract. All partial days (less than 8 hours) shall be forfeited.

B. Illness and Disability Pool

This pool is established to provide assistance to professional employees in extraordinary circumstances. Membership in the sick leave pool shall be voluntary. Only members shall be eligible to use sick leave pool days. A committee composed of the director and three teachers selected by the association shall be established to screen the bank disbursements.

Members shall donate two days per year to the pool. A donation card authorizing the transfer of sick leave must be signed along with other beginning of year payroll information. Teachers 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 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 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 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.

Members who have used all of their own accumulated sick 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 employees only. Any assignment other than full time will be prorated accordingly.

1. Procedures to Borrow Sick Days
 - 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 employee's custody.
 - b. The employee shall complete the Sick Leave Bank application form and will submit it along with the doctor's recommendation to the chairperson of the Sick Leave Bank.
 - c. A decision concerning the request will be made by the committee based on the criteria outlined in the Sick Leave Bank 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. Employees receiving workers compensation benefits or KPERS disability shall not be eligible.
 - e. If the sick leave day(s) are requested for a condition of someone other than the employee 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 the employee 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 employees who are currently members of the pool.
- b. Application must be made within the contract year in which the accumulated sick leave days are depleted.
- c. Pool days cannot be used until all the applicant's accumulated sick leave days have been depleted.
- d. Pool days may only be used for absences due to the illness or disability of the employee, members of the employee's immediate family, or minor children in the employee's custody.
- e. The sick or disabled person must be under the care of a medical doctor or dentist.
- f. Approved sick 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. Employee 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 the employee continues to participate in the pool.
- h. Employees shall be allowed to accumulate deficit days based on the number of years employee has been with the MCSEC, as follows:

1 to 6 years	=	24 days maximum
7 to 12 years	=	36 days maximum
13 and more years	=	42 days maximum
- i. An employee who leaves the employment of the Cooperative owing sick days to the illness and disability pool shall forfeit any remaining sick leave days they have accrued. If the employee still owes sick leave days to the illness and disability 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 experience and education matrix for salary determination, multiplied by the number of days owed.

C. Professional Leave

MCSEC employees may attend professional meetings at the discretion of the MCSEC Executive Director. Such professional leave may also include professional improvement days such as classroom visitation. The Cooperative may pay for the transportation, registration, and lodging/meals. The employee(s) should request attendance to the professional meeting at least two weeks in advance and shall file a written report concerning the meeting with the director.

The employee must have the leave request approved prior to the date of desired leave.

D. Jury Duty

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

E. 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 employees 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 director in writing no less than forty-eight hours in advance of taking leave. The notice will identify the individual(s) 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.

F. Extended Leave/Sabbatical Leave

Certified staff members may request, subject to approval of the MCSEC Executive Director and the Board of Directors, 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; an instructor shall:

- a) receive no salary from MCSEC when on leave
- b) retain accumulated sick leave
- c) return to the experience level on the salary matrix held prior to the leave of absence, unless said employee qualifies for a higher income bracket
- d) upon return from leave, the teacher will be assigned to the position held before the leave was taken or such other position for which teacher is certified
- e) have been employed by the cooperative for at least six years (except health, family care and maternity leave)
- f) be permitted to retain the health coverage and other fringe benefit options at the employee's expense
- g) receive benefits including sick leave and personal leave on a prorated basis if leave is taken part time
- h) 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.

G. Leave Resulting from Assault/Battery

In the event that an employee is assaulted/battered in the course of his/her job, which results in that employee taking sick leave, that leave shall not be charged against paid leave for employees, but shall be considered Board-approved leave without reduction in compensation.

1. Reporting

A professional educator 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 professional educator 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 principal and the MCSEC Executive Director.

2. Injury Benefits

Whenever a professional educator is absent as a result of personal injury caused by the assault and/or battery reported under Paragraph 1 and the MCSEC Executive Director finds that the professional educator 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 sick leave. Such payments shall not extend beyond the end of contract days or until the professional educator is fully recovered, whichever occurs first. The MCSEC Executive Director may require medical reports to verify the disability.

3. Property Damage

If a professional educator'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 employee for the cost of repair or reasonable replacement value in an amount not to exceed a total of \$500.00, provide that:

- a. the MCSEC Executive Director or designee shall determine whether or not the professional educator 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 professional educator 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 special education teacher 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 teacher's discretion, but approval of the specific day(s) to be used is at the discretion of the building principal/Executive Director to insure availability of substitutes.

ITEM 10. PAYROLL DEDUCTIONS

The Board will follow guidelines established by Kansas statutes for payroll deductions. Within thirty (30) days after receipt of written authorization from the teacher the Board shall deduct from the salary of the employee 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 (1/12th) or an appropriate amount of such dues from the regular salary check of the employee 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 the employee 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 statutes.

ITEM 11. DISCIPLINE

- A. The Board will follow guidelines as defined by Kansas statutes.
- B. The MCSEC Executive Director and the employee, in private, shall discuss informally the action of the employee 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 the employee but have not been completed. The principal(s) may be invited where appropriate.

Disciplinary Actions for Duties Not Completed

- 1. The employee 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 the employee 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 teacher's contract at no additional pay.
 - 3. Written notice of required completion date will be given to the teacher at the time of the oral reprimand and a copy placed in the employee's personnel file. Following completion of the duties, the documentation will be removed from the teacher'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 teacher 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 statutes.
 - E. **Employee Files**
 - 1. **Number of Files**

All personnel records shall be construed as the file for each employee and such file will be maintained at the Cooperative office.
 - 2. **Open to Employee**

All material obtained during the period of employment which is placed in the employee's file and which may be used to determine the employee'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 the employee's request and with written authorization, a representative of the Association may inspect the employee's file.
 - 3. **Right to Reproduce Contents**

The employee 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 employee's file. All data placed in an employee's file must be signed by the originator, dated, and a copy presented to the employee for review prior to placement in the employee's file.

An employee 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 the employee's file.

Additionally, the employee 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 professional employee made to an administrator by any parent, student, or other person shall be promptly called to the professional employee's attention. The professional employee shall receive a copy of any complaint.

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

The employee 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 statutes shall be discussed at teacher inservice. Additional conferences may be arranged at the request of the teacher.

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 MCSEC Executive Director, the assistant director, or by a principal who has been trained in special education practices, procedures, law, and expectations. The MCSEC Executive Director or the assistant director will provide inservice to the principals annually, and each principal who will evaluate special education employees must receive that training annually.

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

The MCSEC Executive Director or the assistant director will be the primary evaluator of all itinerant personnel.

The MCSEC Executive Director or the assistant director shall seek input from the principal(s) of the building(s) in which the employee spends his/her working day. Written responses received from building principals will be available for teacher reviewing the comments.

An evaluatee who deems that his/her evaluation, which was done by a principal, is unsatisfactory may choose to discuss the evaluation with the director or the assistant director. If this procedure does not resolve the problem to the employee's satisfaction, and if the employee requests it, the MCSEC Executive Director or the assistant director will then evaluate the employee.

D. Post-Evaluation Conference

The post-evaluation conference will be arranged by the MCSEC Executive Director, the assistant director, or the principal after notifying the employee. Should the evaluation contain areas marked unsatisfactory, suggestions for improvement will be provided in writing.

E. Copies of Evaluation

The employee 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 director to review the piloted McRel evaluation tool and its implementation and make recommendations about its success and usefulness during the 2013-2014 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 employees of the Marion County Special Education Cooperative at 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 MCSEC Board of Directors and the 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 director.
4. Only the employee affected may file a grievance.
5. Time limits may be extended or reduced by mutual consent of the aggrieved employee and the Board of Directors.

Level I

- A. An aggrieved employee will first discuss the grievance with the director in a private and informal conference. The employee will cite and define the grievance. Effort will be made to adjust the grievance in an informal manner.
- B. If the aggrieved employee is dissatisfied with the outcome of the initial private conference, he/she may request a formal conference with the 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

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

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

D. Other Conditions

- 1. All employees 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 teachers and the administrative staff 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 Special Education 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.

ITEM 14. HOMEBOUND INSTRUCTION

The pay for a licensed MCSEC employee accepting Homebound instruction after contracted hours will be paid according to their current placement on the salary matrix effective for that school year.

ITEM 15. PARAEDUCATOR EMPLOYMENT

When possible, educators 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 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. The MCSEC will maintain a viable website during the length of this 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

Educators 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. RETIREMENT

Retirement shall be defined as any time an employee who is eligible for benefits from KPERS or Social Security leaves employment with the district. Should retirement qualifications be modified by the Kansas Legislature, the new qualifications shall apply.

ITEM 20. LIQUIDATED DAMAGES

Teachers resigning after the applicable date under the current Kansas Continuing contract Law shall pay the Board of Directors liquidated damages. The Board of Directors shall accept the resignation of a teacher after the statutory date upon receipt of:

- No penalty if resignation is given before the second Friday of June
- \$750 if resignation is submitted before or on the second Friday of July
- \$2,000 if resignation is submitted after the second Friday in July

The liquidated damages may be waived with Executive Director and Board of Directors approval based upon extenuating circumstances that are beyond the employee's control (i.e. spouse transfers).

The liquidated damages clause shall sunset July 31, 2016, unless both parties reach an agreement to an extension.

**Marion County Special Education Cooperative
Experience and Education Matrix for Salary Determination
Master's Degree Portion
2015-2016 School Year**

Step	Master's +8	Master's +10	Master's +12	Master's +16	Master's +20	Master's +24	Master's +30	Master's +32	Master's +35	Step
1	36,014	36,014	36,306	36,506	36,798	36,998	37,290	37,290	37,370	1
2	36,470	36,470	36,762	36,962	36,962	37,254	37,456	37,748	37,830	2
3	36,926	37,030	37,322	37,524	37,524	37,816	38,020	38,312	38,394	3
4	37,464	37,568	37,860	38,064	38,064	38,356	38,560	38,852	38,936	4
5	37,944	38,048	38,340	38,546	38,650	38,942	39,146	39,438	39,524	5
6	38,426	38,530	38,822	39,028	39,132	39,424	39,630	39,922	40,010	6
7	38,908	39,012	39,304	39,512	39,616	39,908	40,220	40,512	40,600	7
8	39,402	39,506	39,798	40,008	40,112	40,404	40,716	41,008	41,098	8
9	39,898	40,002	40,294	40,506	40,610	40,902	41,214	41,506	41,702	9
10	40,396	40,500	40,792	41,004	41,108	41,400	41,714	42,006	42,204	10
11	40,894	40,998	41,290	41,504	41,608	41,900	42,216	42,508	42,708	11
12	41,394	41,498	41,790	42,006	42,110	42,402	42,720	43,012	43,214	12
13	41,896	42,000	42,292	42,510	42,614	42,906	43,226	43,518	43,720	13
14	42,400	42,504	42,796	43,016	43,120	43,412	43,732	44,024	44,228	14
15	42,831	42,935	43,357	43,579	43,683	43,975	44,295	44,587	44,793	15
16	43,209	43,313	43,735	43,957	44,061	44,483	44,805	45,097	45,305	16
17	43,587	43,691	44,113	44,337	44,441	44,863	45,187	45,609	45,819	17
18	43,927	43,861	44,383	44,719	44,823	45,245	45,571	45,993	46,205	18
19	44,392	44,031	44,653	44,989	45,093	45,515	45,957	46,379	46,483	19
20	44,017	44,201	44,823	45,159	45,263	45,785	46,345	46,767	46,871	20
21	44,107	44,371	44,993	45,329	45,433	46,055	46,735	47,157	47,375	21
22	44,197	44,461	45,083	45,419	45,523	46,245	46,905	47,487	47,591	22
23	44,287	44,551	45,173	45,509	45,773	46,395	47,075	47,817	47,921	23
24	44,377	44,641	45,263	45,599	45,863	46,485	47,245	47,987	48,091	24
25	44,467	44,731	45,353	45,689	45,953	46,575	47,415	48,157	48,883	25
26	44,557	44,821	45,443	45,779	46,043	46,665	47,505	48,247	49,105	26
27	44,647	44,911	45,533	45,869	46,133	46,755	47,595	48,337	48,441	27
28	44,737	45,001	45,623	45,959	46,223	46,845	47,685	48,427	48,531	28
29	44,737	45,001	45,623	46,049	46,313	46,935	47,775	48,517	49,783	29
30	44,737	45,001	45,623	46,139	46,403	47,025	47,865	48,607	48,711	30
31	44,737	45,001	45,623	46,229	46,493	47,115	47,955	48,697	48,801	31
32	44,737	45,001	45,623	46,319	46,583	47,205	48,045	48,787	48,891	32
33	44,737	45,001	45,623	46,319	46,583	47,205	48,135	48,877	48,981	33
34	44,737	45,001	45,623	46,319	46,583	47,205	48,225	48,967	49,071	34
35	44,737	45,001	45,623	46,319	46,583	47,205	48,315	49,057	51,193	35
36	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	51,435	36
37	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	51,589	37
38	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	51,745	38
39	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	51,903	39
40	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	52,063	40
41	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	52,225	41
42	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	52,389	42
43	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	52,555	43
44	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	52,723	44
45	44,737	45,001	45,623	46,319	46,583	47,205	48,405	49,147	52,893	45

**Marion County Special Education Cooperative
Experience and Education Matrix for Salary Determination
Bachelor's Degree Portion
2015-2016 School Year**

Step	Bachelor's +8	Bachelor's +9	Bachelor's +10	Bachelor's +16	Bachelor's +18	Bachelor's +20	Bachelor's +24	Bachelor's +27	Bachelor's +30	Bachelor's +32	Bachelor's +35	Bachelor's +40	Bachelor's +50
1	33,320	33,504	33,554	33,946	34,030	34,382	34,566	34,636	34,928	35,052	35,132	35,294	35,456
2	33,762	33,946	33,996	34,288	34,472	34,824	35,008	35,080	35,372	35,496	35,578	35,740	35,902
3	34,204	34,388	34,440	34,732	34,916	35,268	35,452	35,526	35,818	35,942	36,024	36,186	36,348
4	34,718	34,902	34,954	35,246	35,430	35,782	35,968	36,042	36,334	36,458	36,542	36,704	36,866
5	35,174	35,358	35,410	35,702	35,886	36,242	36,426	36,500	36,792	36,916	37,002	37,164	37,326
6	35,630	35,814	35,868	36,160	36,344	36,700	36,884	36,960	37,252	37,376	37,464	37,626	37,788
7	36,088	36,272	36,326	36,618	36,802	37,160	37,344	37,422	37,714	37,838	37,926	38,088	38,250
8	36,568	36,752	36,806	37,098	37,282	37,642	37,826	37,904	38,206	38,330	38,420	38,582	38,744
9	36,738	36,922	37,068	37,580	37,764	38,124	38,308	38,388	38,700	38,824	38,916	39,078	39,240
10	36,818	37,092	37,238	37,970	38,154	38,508	38,792	38,874	39,186	39,320	39,414	39,576	39,738
11	36,898	37,262	37,408	38,230	38,414	38,762	39,094	39,278	39,694	39,818	39,912	40,074	40,236
12	36,898	37,432	37,578	38,400	38,584	38,940	39,582	39,766	39,850	40,192	40,316	40,574	40,736
13	36,898	37,512	37,658	38,480	38,754	39,110	39,842	40,026	40,210	40,692	40,816	41,076	41,238
14	36,898	37,512	37,658	38,480	38,924	39,280	40,012	40,196	41,194	41,318	41,418	41,580	41,742
15	36,898	37,512	37,658	38,480	39,094	39,450	40,182	40,366	41,519	41,643	41,849	42,011	42,173
16	36,898	37,512	37,658	38,480	39,184	39,540	40,272	40,536	40,822	41,889	41,813	42,127	42,451
17	36,898	37,512	37,658	38,480	39,184	39,540	40,272	40,706	41,859	41,983	42,405	42,289	42,451
18	36,898	37,512	37,658	38,480	39,184	39,540	40,272	40,796	41,949	42,153	42,475	42,567	42,899
19	36,898	37,512	37,658	38,480	39,184	39,540	40,272	40,886	41,172	42,039	42,323	42,907	43,069
20	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
21	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
22	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
23	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
24	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
25	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
26	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
27	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
28	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
29	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
30	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
31	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
32	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
33	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
34	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
35	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
36	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
37	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
38	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
39	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
40	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
41	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
42	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
43	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
44	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159
45	36,898	37,512	37,658	38,480	39,184	39,540	40,272	41,262	42,129	42,413	42,835	42,997	43,159