

MARION COUNTY
SPECIAL EDUCATION COOPERATIVE #617

MEMORANDUM OF AGREEMENT

2009-2010

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 2009-2010

TABLE OF CONTENTS

| | | |
|----------|--|----|
| Item 1. | Employee Professional Contract | 1 |
| Item 2. | Duration | 2 |
| Item 3. | Preparation Time | 3 |
| Item 4. | Reduction in Force, Termination, or Nonrenewal | 4 |
| Item 5. | Workday and Work Year | 5 |
| Item 6. | Supplemental Pay | 6 |
| Item 7. | Salary | 7 |
| Item 8. | Fringe Benefit Section 125 Cafeteria Plan | 9 |
| Item 9. | Leaves | 11 |
| Item 10. | Payroll Deductions | 16 |
| Item 11. | Discipline | 17 |
| Item 12. | Evaluation Procedure | 18 |
| Item 13. | Grievance Procedure | 19 |
| Item 14. | Homebound Instruction | 22 |
| Item 15. | Paraeducator Employment | 23 |
| Item 16. | Reproduction of Agreement | 24 |
| Item 17. | Saving Clause | 25 |
| Item 18. | Retirement | 26 |

ITEM 1. Employee Professional Contract

2009-2010

TEACHER CONTRACT

**Marion County Special Education Cooperative #617
302 West Eighth
Florence, 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 "employee," that the employee is hereby employed by the Marion County Special Education Cooperative #617 for a period of 190 days, and to 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, 2009, through June 30, 2010.

All negotiated items shall continue in force and effect to June 30, 2010, 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.

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 nonrenew 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 for the average amount of contract days of the five district calendars. The average will be calculated to the closest whole number (.1-.4 going down and .5-.9 going up). Those teachers working in districts that work more than the average number of days should discuss with their building administrator how best to utilize days they are required to work. The MCSEC administration has the discretion to determine if contracted days have been fulfilled.

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. The positions of chairman and secretary on the Professional Development Council (PDC) will be compensated at the rate of \$500 per school year. In the event the chairman position is shared by two employees, each will receive \$250.

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). The Technology Coordinator shall chair the Technology Committee without supplemental pay.

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. Beginning with the 2006-2007 school year, a stipend of \$5000 per year will be paid to each speech/language pathologist employed full time for a full school year by MCSEC. 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.

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 noneducational 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 which is the average amount paid by the participating districts toward an individual health care premium unless the amount paid exceeds the total single policy premium for the least expensive tier. If a single policy premium exceeds the average amount paid by the five districts, MCSEC will pay the difference up to a maximum of fifteen dollars (\$15) per employee per month.

It is mutually agreed upon between the Marion County Special Education Board of Directors and the Marion County Special Education Association to reopen the 2009-2010 negotiated agreement for the specific purpose of establishing a "Health Insurance Retirement Window". It is further mutually agreed between the two groups that the Health Insurance Retirement Window will open on Monday, February 8, 2010 and will remain open until 4:00 p.m. on Wednesday, March 10, 2010. The Health Insurance Window for this purpose shall read as follows:

The window will be provided 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. 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.

MCSEC teacher salary matrix will be determined by combining the teacher salary schedules from each of the participating districts. The daily value of the district salary schedules will be determined for each teacher. The total yearly salary for the MCSEC teacher received from the board will be a multiple of the daily value multiplied by the number of days set by the board as the length of the contract year.

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 August 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.

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.

The positions will be offered first to MCSEC employees.

- 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 noncontracted day such as a weekend or vacation period during the school year or during noncontracted time between school years.

Employees who accept such assignments will be compensated at the rate of substitute pay prevailing at the time of attending the inservice, except those days past the end of the school year, which shall be compensated at the rate of substitute pay for the new contract year.
- 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 dollars (\$500) shall be paid to licensed staff members. This stipend shall be paid for the 2009-2010 school year but may be renegotiated in following years.

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.

Employees under contract for the 1992-93 school year covered under another group plan with their spouse's employment may choose to take 40% of the Board contribution amount as cash, and will lose the remainder. All employees hired after the 1992-93 school year 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. LEAVES

A. Sick Leave

1. Sick leave is granted at the rate of twelve (12) days per contract year.
2. Sick leave is allowed to accumulate to a total of 75 days. The twelve (12) new days will be added on at the beginning of the year bringing the total to no more than 87 days. Sick leave will not exceed 75 days at the end of the school year. Upon retirement, unused sick leave accumulation will be reimbursed at the rate of \$25.00 per day. 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 circumstances upon approval of the Board.
3. Sick leave absence is granted for illness of a teacher or illness of mother, father, brother, sister, spouse, child, grandparents, mother-in-law, or father-in-law.
4. By obtaining approval from the MCSEC Executive Director, teachers who wish to attend a funeral will be granted sick leave absence.
5. If an employee believes that sick leave should be granted for reasons other than those listed above, an employee may request that the director approve sick leave to be used for reasons other than those listed.
6. A doctor's order stating the length of time the teacher needs to be off work may be required by the director.
7. After a teacher has used all of his/her accumulated sick leave, his/her salary will be deducted at the daily rate of 1/190 (contract days per year) of the employee's total salary, as determined by the salary matrix. 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 of time.
9. 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 (12 sick leave days and 4 personal leave 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.

Sick leave may be taken in one hour segments, and not less than one hour segments.

A full day of sick leave shall be considered as eight hours.

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 preservice 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. Personal Leave

Employees shall be allowed four days of personal leave each year.

Personal leave shall be used without administrative review.

Request for personal leave shall be submitted to the principal/executive director three (3) school days in advance of the anticipated date(s) of leave so that substitutes may be arranged. In exceptional circumstances, for good cause shown, the executive director may waive the three (3) days restriction.

Unused personal leave days will be added to sick leave days at the end of the school year.

Personal 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.

Personal leave may be taken in one hour segments, and not less than one hour segments. A full day of personal leave shall be considered as eight hours.

D. 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.

E. 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.

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 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.

G. 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.

H. 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 190 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. Employees may request authorization for payroll deduction of association dues in accordance with the statutes. Pursuant to such authorization, the MCSEC will deduct 1/12 or appropriate amount of such dues from the regular salary check of the employee each month.

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. 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.

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

Employees providing homebound instruction after contracted hours will be paid a negotiated rate not less than \$15.00 per hour.

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. 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 18. 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.