

# PROFESSIONAL AGREEMENT

2009/2010



ANW Special Education Cooperative  
Interlocal #603

&

**ANW Education Association**

Affiliated with Kansas-NEA

and the

**National Education Association**

## **\*\*Important Dates\*\***

**August 6<sup>th</sup>**  
Preservice day

**September 1<sup>st</sup>**  
Deadline for submitting official transcripts for salary movement  
Current school year (as indicated the previous April)

**March 15<sup>th</sup>**  
Deadline for submitting request for assignment transfer

**April 1<sup>st</sup>**  
Deadline for submitting notification for salary movement the following school year

**May 1<sup>st</sup>**  
Deadline for notification by Administration for intent to non-renew

**May 15<sup>th</sup>**  
Deadline for notification by Staff member to Administration of resignation

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## **ARTICLE 1 DURATION OF AGREEMENT & DEFINITIONS**

### **Duration of Agreement**

This agreement shall become effective July 1, 2009 and shall continue in full force and effect to and including June 30, 2010, and shall not be extended, amended, or modified except by express agreement in writing of both parties.

If a portion of this agreement is found to be contrary to law, then only that portion shall be invalid. All other provisions shall remain in full force and effect.

This Agreement shall become effective July 1, 2009, provided it is ratified by a majority of the members of the board and a majority of the members of the negotiating unit and shall remain in full force and effect to and including June 30, 2010.

All articles of this Agreement shall continue in full force and affect to and including June 30, 2010, and thereafter for successive contracted periods, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

Should either party give written notice to amend any article as provided above, that article will not continue in force except by mutual consent of both parties reduced in writing and signed except as provided by law.

### **Definitions**

- A. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certificate Handbook. The Board will mean the #603 Board of Directors, or a district served by the Coop.
- B. ASSOCIATION: ANW COOP EA affiliated with Kansas-National Educational and the National Education Association exclusive representative of professional employees for the purpose of professional negotiations as provided by KSA 72-5415.
- C. BOARD: The Board of Directors of Interlocal No. 603, ANW Special Education Cooperative, Kansas.
- D. DAYS: Except when otherwise indicated, days shall mean working days.
- E. DISTRICT: Interlocal Cooperative #603, ANW Special Education Cooperative.
- F. EMPLOYEE: The terms "employee" and "teacher" may be used interchangeably, but shall mean the same.
- G. K-NEA: Kansas National Education Association.
- H. SENIORITY: The period of professional service in the district.
- I. DIRECTOR: Director of the programs (or designee as assigned by the Board of Directors) of Inter-local Cooperative #603.
- J. LICENSED PROFESSIONAL STAFF: Any person employed by the Board in a position which requires a license issued by the State Board of Education or employed in a professional educational or instructional capacity by the Board, but shall not include any such person who is an administrative employee, occupational therapist, physical therapist, school nurse, paraprofessional (even if person has been issued a license to teach), teacher assistant or substitute teacher.

This agreement shall not cover administrative personnel.

**ARTICLE 2 LICENSED PROFESSIONAL STAFF LICENSURE AND ASSIGNMENTS**

Except on an emergency basis, Licensed Professional Staff shall be licensed for all classes they are assigned to teach and grade level which they are assigned to teach. Each employee shall be given written notice of his/her class, subject area, exceptionality, and the room assignments for the forthcoming year not later than August 1st. Licensed Professional Staff shall be given input into their assignments. In the event it becomes necessary for the district to change an employee's assignment, before the change is made the director and immediate supervisor shall meet with each affected employee to discuss the change.

Employees shall file a voluntary transfer request with the Coop Director, no later than March 15<sup>th</sup> of the present year, if they are to be considered for a transfer in the upcoming year. The transfer request shall be the responsibility of the employee. If an employee does not have a transfer request on file, they may not be considered for a transfer.

**ARTICLE 3 EMPLOYEE BENEFIT AND SALARY REDUCTION PLAN**

**Health Insurance Pool**

All licensed employees upon the first day of employment of each school year in the Cooperative shall be eligible to participate in the Insurance Benefit Pool. The pool would consist of \$465,000 to be set aside yearly for licensed professional staff participating in the ANW's medical insurance group. The total amount will be equally divided by the number of licensed professional staff (FTE) participating in the group. The Pool will provide at least the minimum employer contribution for all participating employees as required by the present insurance carrier or group. The parties agree that no licensed professional staff will receive more than the cost of a single premium. The Board will retain any excess monies not needed for health insurance.

**Life Insurance**

ANW will provide a \$10,000 paid life insurance benefit for all licensed professional staff.

**Longevity Pay**

The Board will make a one-time payment to professional employees to recognize their longevity as employees of the Cooperative providing the person has not been on a Plan of Improvement in the previous five (5) years. The longevity pay shall be made with the June payroll of the year the employee completes the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> or 30<sup>th</sup> year of service. The amount of the payment shall be made pursuant to the following schedule:

| Years of service | Amount of Longevity Pay |
|------------------|-------------------------|
| 10               | \$250                   |
| 15               | \$500                   |
| 20               | \$750                   |
| 25               | \$1,000                 |
| 30               | \$1,500                 |

## Salary Reduction Plan

\*All licensed employees upon the first day of employment in the Cooperative, of each school year, shall be eligible to participate in the Salary Reduction Plan. This cafeteria plan shall consist of the non-taxable benefits of health insurance; disability income insurance; dental insurance; vision insurance; cancer/dread disease insurance; heart & stroke insurance; and flexible spending accounts for medical reimbursement and day care expense reimbursement.

Each licensed employee shall declare an amount to be reduced from their salary, not to exceed the maximum necessary to allow said employee to purchase health insurance; disability income insurance; dental insurance; vision insurance; cancer/dread disease insurance; heart & stroke insurance; and flexible spending accounts for medical reimbursement and day care expense reimbursement. This amount shall be applied to the Cooperative Salary Reduction Plan, on or before September 1st of each school year, on a form provided by the Cooperative. The employee will declare the amount per month of their salary to be reduced. After initial enrollment employees will be allowed no changes in selected benefits for that school year.

It is hereby understood that the dollars allocated to the Salary Reduction Plan for non-taxable benefits are exempt from State and Federal Income Tax, Social Security and KPERS. These deductions will still be required on the total amount if the benefit is taken as cash.

Any change in companies providing benefits under salary reduction shall be endorsed by the Association and presented to the ANW Board by July 1st of each year, for approval. This action is covered by Section 125-IRS 1954 as amended and the Cooperative 125 benefit plan contained in the Appendix.

\*This action is subject to review as to its legality.

## **ARTICLE 4 PAYROLL DEDUCTIONS**

The Board agrees to make payroll deductions from licensed professional staff salaries for the following purpose and subject to the conditions hereinafter set forth:

Health insurance; group term life insurance; dependent life insurance; disability income insurance; extended income protection; dental insurance; vision insurance; cancer/dread disease insurance; heart & stroke insurance; and flexible spending accounts for medical reimbursement and day care expense reimbursement; tax sheltered annuities; legal services; identity theft protection; professionals dues; and other deductions as required by state and federal laws.

In regard to the above items, deductions will be made as authorized in writing by each licensed professional staff desiring such deductions. Said authorization shall be made on forms provided by the Board and shall be filed annually with the Clerk of the Board prior to September 1st.

## **ARTICLE 5 SAME BENEFITS**

The ANW Special Education Cooperative shall provide a duty free lunch and a planning period for each licensed staff comparable to other licensed employees in the building in which they are assigned. It shall be the licensed staff's responsibility to notify the ANW administration should there be discrepancies. If the licensed staff is required by ANW administration to provide direct instructional service or direct supervision during duty free lunch or planning period, not including IEP staffings, the licensed professional staff will be compensated at a rate equal to the compensated hourly rate of their individual contract.

No ANW licensed staff will be compelled to serve on any local district committee without compensation by the local district equal to that district's compensation to its staff.

## **ARTICLE 6 SCHOOL YEAR**

Employees will follow the calendar of the district/building in which they are assigned plus one additional day for ANW Pre-service, only for the 2009-1010 school year. All years following the 2009-2010 school year will resume with two additional days of ANW Pre-service along with the district calendar.

The standard formula for figuring daily rate of pay will be the individuals contract salary plus any yearly incentive or supplemental contract amount paid to the individual in the specified contract year divided by 186 (one hundred eighty-six).

Addendum days will be paid at the daily rate of pay for days contracted beyond the employee's contract year.

## **ARTICLE 7 MILEAGE**

When, in the performance of their duty, employees are required by the Coop to travel, mileage will be paid starting from their departure from their established base of operation according to the state rate. This excludes inservice, conferences, and any professional duty not related to direct services to children.

## **ARTICLE 8 PLACEMENT ON STEP**

During the 2009-2010 year, licensed professional staff shall be paid in accordance with the attached salary schedule. As used in said salary schedule, BS shall mean a Bachelor of Science, Bachelor of Arts or equivalent degree; MS shall mean a Master of Science, Master of Arts or Equivalent degree. Hours shall mean semester hours earned by licensed staff subsequent to being awarded BS, BA or equivalent degree: provided further that in order for said hours to be counted for column placement on said salary schedule said hours must meet at least one of the following requirements.

1. Be in the licensed staff's area of certification
2. Be creditable for the next higher degree in the licensed staff's area of certification.
3. Be approved by the Director.

It is recommended that licensed staff who desire credit for additional hours under number 3 above check with the Director before enrolling in any class which does not qualify under paragraphs 1 and 2 above. Hours which have heretofore been approved for column placement shall continue to be counted for column placement notwithstanding any other provisions of this article.

Quarter hours credits in class qualify under no. 1, 2, or 3 above shall be converted to semester hours as follows: each quarter hour shall be the equivalent of two-thirds of a semester hour.

In applying additional semester hours, part of a semester hour equal to at least one-half of an hour shall be counted as a full hour. Example: 11.00 to 11.49 hours would be counted as 11 hours. Example: 11.50 hours to 11.99 hours would be counted as 12 hours.

College hours, (semester hours for determining placement on the salary schedule) must be filed with the Director of Special Education on or before September 1 to be applicable in determining where the licensed staff shall be placed on the salary schedule for the school year. The Director may require such proof as he deems necessary, such as a certified copy of a college transcript, in order to determine where the licensed staff will be placed on the salary schedule for that school year. At the time of employment, each new staff member may be given credit for up to five (5) full years of previous general teaching experience, all years of previous special education teaching or related professional experience (as determined by the Director) in the categorical area for which the person is being initially employed at ANW, and one half (1/2) year experience for each additional accredited year of general education teaching.

The Board, upon the recommendation of the Director, may choose to award up to full credit for all experience beyond the limits previously listed.

### **In-service Points**

1. Each professional shall be eligible to use in-service points for horizontal movement on the salary schedule. The equating of in-service points for hours shall be the same as indicated in the ANW Cooperative In-service Plan (20 in-service points = 1 college hour). In-service points used for horizontal salary schedule movement by a teacher with a M.S. will be those points earned following the earning and receipt of the M.S. degree.
2. A Maximum of 40 application and impact PDP points, earned on duty time, may be used for movement per column on the salary scale .
3. PDP knowledge points earned on duty time cannot be used for movement on the salary schedule. Teachers may use up to four college hours of credit per column movement obtained during the paid duty provided application of knowledge learned is documented through the PDP process.

All such points must be approved by the Director prior to the in-service activity, and approved by the Professional Development Committee process as outlined in the ANW Cooperative In-service Plan.

### **Movement on Schedule Limit**

Professionals shall move only one (1) step vertically on the salary schedule from year to year, except that employees frozen at BS step 9 may move two (2) steps vertically upon completion of their MS. Professional employees must provide written notice they intend to move across the salary schedule due to education or in-service points on or before April 1 of the current year (year preceding the year movement will take effect). There is no penalty if the requirements for the movement on the salary schedule are not met.

## **ARTICLE 9 PAY PERIODS**

Each employee shall be paid in twelve equal installments on or before the 15<sup>th</sup> of each month. Employees shall receive their checks mailed directly to their home or through direct deposit if designated by the licensed professional staff on the required form by September 1 each year. Exceptions: (1) When a pay date falls during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. (2) Any employee, upon written notice on a standard form furnished by the Board, shall receive their July and August checks on or before June 30. When possible, summer checks other than for summer school teachers shall be mailed to the address designated by the employee. The direct deposit financial institution may not be changed after the annual sign-up except in an emergency as approved by the Director.

## **ARTICLE 10 INSERVICE**

The Board recognizes the need for quality in-service for their staff to help improve the quality of education. The Staff Advisory Committee which shall consist of the Director, Assistant Director and a delegate from each of the categorical areas. This Staff Advisory Committee shall determine the in-service needs and make recommendations based on licensed professional staff input.

## **ARTICLE 11 EXCEPTIONALITY MEETINGS**

With the approval of the Director, exceptionality meetings (within each exceptionality) will be scheduled on school days and/or during in-service days, with the following objectives:

1. Identify existing and future problems
2. Arrive at acceptable solutions
3. Relate pertinent information relevant to:
  - a. Rules, procedures, policies, safety, and security of students and instructors
4. The planning and implementation of student instructional programs
5. Personnel problems, unless such problems are confidential
6. Discussion of relevant educational developments

A minimum of one exceptionality meeting will be held each semester. Additional meetings may be approved by the Director. Attendance shall be mandatory and the Director shall be notified in the event that someone is unable to attend. The Director or his designee shall chair the meeting. The notice of a meeting will be given throughout administrative channels, including agenda, to the employees involved at least ten working days prior to meetings except in an emergency. Employees shall have an opportunity to suggest items for the agenda. Excused absence from these meetings will be granted by the Director.

## **ARTICLE 12 ASSOCIATION RIGHTS**

- A. Copies of this agreement titled "Professional Agreement between ANW Special Education Cooperative and ANW Special Education Cooperative Teachers Association Affiliated with K-NEA and NEA" shall be posted on the Coop web site for viewing for all employees of the Board. The Board shall furnish 5 printed copies to the Association.

- B. The Board agrees to furnish to the Association, upon request, information that will assist the Association in developing intelligent, accurate, and informed and constructive programs on behalf of the licensed professional staff and their students together with information which may be necessary for the Association to assist in a grievance or complaint.
- C. The Association shall have the right to use school facilities and equipment when possible.
- D. The Association shall have the right to post notices of activities and matters of the Association. The Association shall have the use of the Coop districts' E mail, mail service and teacher mail boxes for communication for teachers. The cost shall not be borne by the districts or the Coop.
- E. At the beginning of every school year, the Association shall be provided with a total of six (6) days of paid leave to be used by licensed professional staffs who are officers or agents of the Association. Approval for use of said days shall be at the discretion of the Association Executive Board or the Association President. Such days shall be used for Association business as determined by the Association Executive Board or the Association President. The Association agrees to notify the Director, or his designee, **no** less than ten (10) days in advance of taking such leave, and no more than two (2) shall be used in one calendar month. The Director shall have the authority to waive the notice requirements in the case of an emergency.

### **ARTICLE 13 REDUCTION IN FORCE AND RECALL PROCESS**

If the ANW Board determines that a reduction of staff is necessary, the program area(s) will be identified and licensed professional staff shall be selected for non-renewal in each program area according to the following order:

- A. Attrition
- B. Non-tenured teachers
- C. Full licensure vs. provisional licensure in assigned teaching field
- D. Administrative evaluation
- E. Length of service with ANW Special Education Cooperative

Licensed professional staff whose employment is terminated due to reduction in force shall be afforded the opportunity for consideration for future employment in the event vacancies occur in areas for which they are licensed and have an interest. For those who wish to be considered, the following procedures will be followed:

- A. Upon termination due to RIF, the licensed professional staff will complete a form indicating his/her desire to be considered for re-employment with ANW, the positions for which he/she would like to be given consideration and a way to contact him/her if such vacancy occurs. It shall be the responsibility of the licensed professional staff to maintain a current address or method of contact during the time of recall.
- B. The completed form shall be kept on file at the ANW office for two (2) years unless notification is received from the licensed professional staff to withdraw their interest in being re-employed.
- C. As vacancies occur, the administration will review the file to determine if any RIF (Reduction in Force) teachers have expressed an interest in the positions.
- D. Interviews will be scheduled and interested RIF licensed professional staff shall be notified of the vacancy and their appointment to meet with ANW administration.

- E. Licensed professional staff that are notified will have ten (10) calendar days to respond to the notice to confirm their interest. Failure to respond will be considered an indication of lack of interest in the position.
- F. The licensed professional staff will be interviewed and consideration will be given to determine whether the licensed professional staff should be offered the position. The administration will determine the best candidate for the position.
- G. If the licensed professional staff is re-employed, the staff member shall regain all employment benefits to which he/she was entitled at the time of termination and any benefits to which he/she is entitled at time of re-employment.
- H. Recall privileges shall be terminated after two (2) years.

## **ARTICLE 14 LEAVE**

### **Sick Leave**

Each licensed professional staff shall be granted 12 sick leave days per year. Licensed professional staff will be allowed to carry over up to 90 days of unused sick leave. Said accumulated leave is to be used for sick leave only. The yearly entitlement will become effective upon completion of one (1) day of contracted service.

An employee who has accumulated 90 days of unused sick leave during the prior year will be granted one (1) day of discretionary leave. The discretionary leave may be used at any time during the current contract year; however, before such discretionary leave may be taken, the licensed professional staff shall provide notice to the Director or his designee prior to the date said leave is desired. Such notice may be waived by the Director or his designee in the case of an emergency. The discretionary day is not subject to the restrictions of other leave.

A licensed professional staff may use all or any portion of his/her leave granted during the current school year, and accumulated sick leave to recover from his/her personal disability or the disability or illness of a spouse or child. Personal disability is defined as an illness or accident which prevents the licensed professional staff from satisfactorily performing his/her teaching and other duties required in the contract of employment. The Special Education Director, at his discretion, may require a licensed professional staff to furnish said Director with a certificate from a licensed physician whenever licensed professional staff is absent for more than five consecutive days because of a personal illness or disability or the illness or disability of a spouse or child. When a licensed professional staff is absent for more than 15 school days in the school year because of illness or disability, the Director may request a certificate from a licensed physician. A licensed professional staff may use any portion of the leave granted for the school year for illness or death or serious injury to a member of the licensed professional staff's immediate family. The term "immediate family" as used in this agreement shall mean the professional staff's spouse, child, mother, father, mother-in-law, father-in-law, sister or brother, stepbrother or stepsister, grandparent or grandchild or other person which the licensed professional staff is legally responsible to support. A licensed professional staff may use personal leave for the death of a close friend, or appeal to the Director for the use of sick leave days. To the extent possible, a licensed professional staff shall notify the Director or immediate supervisor at least 24 hours prior to the commencement of any such leave.

In addition to the above granted sick leave, the Board may also grant to each licensed professional staff an additional ten (10) days of sick leave during the school year for any disability which extends beyond the number of sick leave days which the licensed professional staff has accumulated. Such additional 10 days of sick leave shall be treated as follows: The licensed professional staff receiving such sick leave shall be paid at the licensed professional staff's regular daily rate less the cost of the substitute teacher while such licensed professional staff is on said extended leave. Daily rate shall be computed by dividing a licensed professional staff's annual salary by the number of days the employee is under contract to work for the Board.

## **Sick Leave Pool:**

ANW Coop #603 shall establish a sick leave pool. Days in the sick leave pool may be used in emergencies after an employee has exhausted their accumulated sick leave.

Emergencies may include:

A. Life threatening condition to the licensed professional staff, spouse, child, parent(s), other immediate family member or

B. Constitute a legitimate incapacitation of the licensed professional staff, spouse, child, parent(s), or other immediate family member.

Employees wishing to utilize the sick leave pool may petition the sick leave pool committee in writing, along with medical documentation, and the committee would then either award the request, request additional information, or deny the request. The committee will be composed of four licensed professional staff members, selected by the ANW EA and a representative of the Board.

The pool will be established from days contributed by licensed professional staff at the beginning of the current contract year with a contribution limit of two (2) days per person provided that the contribution does not reduce an individual's accumulated sick leave below 30 days. Once contributed, these days belong to the pool and not to the individual. Days will accumulate in the sick leave pool. The number of days will be monitored by the sick leave pool committee with the assistance of central office personnel. When the sick leave pool's total days fall below 75, the Committee may request from the BOE permission to solicit up to 50 additional days.

In addition, at the end of a school year licensed professional staffs, who have accumulated more than the maximum 90 sick leave days, may contribute the additional days to the pool. (For example, a licensed professional staff with 95 sick leave days at the end of the school year would be able to contribute 5 days to the sick leave pool if he or she chooses.) The payroll clerk must be notified in writing of the contribution prior to June 30 of that year. The maximum number of days in the sick leave pool will be capped at 200.

## **Compensation for Unused Sick Leave upon Voluntary Separation of Employment**

Compensation for unused sick leave may be collected by either Option A or Option B, but not both.

### **Option A**

Each licensed professional staff who has completed 15 years of service with ANW Cooperative, is voluntarily separating employment with the Cooperative and is not eligible for Kansas Public Employees Retirement full benefit, shall be eligible for reimbursement of unused sick leave, not to exceed eighty (80) total days, at the rate of 20% of the daily rate of pay. The daily rate of pay shall be determined by the total current annual salary divided by 186 (same as Article 6 for computing payroll deductions) for standard contracts, or the total salary divided by the number of contract days for extended contracts. In order to be eligible for this benefit the Director must be notified by that staff member of their intent to leave by May 1<sup>st</sup> of the current contract year.

### **Option B**

Each licensed professional staff who has completed 15 years of service with ANW Cooperative (or a minimum of 10 years with ANW and service with a member district to total at least 15 years and is voluntarily separating employment with the Cooperative and is eligible for full benefit (85 points) from the Kansas Public Employees Retirement system shall be eligible for the following compensation for unused sick leave. In order to be eligible for this benefit the Director must be notified by that staff member of their intent to leave by May 1<sup>st</sup> of the current contract year.

| <b>Years of KPERS eligibility</b> | <b>Percent of unused sick leave (maximum of 80 days) eligible for compensation</b> | <b>Rate of compensation</b> |
|-----------------------------------|------------------------------------------------------------------------------------|-----------------------------|
| 1                                 | 20%                                                                                | \$125                       |
| 2                                 | 20%                                                                                | \$125                       |
| 3                                 | 30%                                                                                | \$125                       |
| 4                                 | 40%                                                                                | \$125                       |
| 5                                 | 50%                                                                                | \$125                       |
| 6                                 | 60%                                                                                | \$125                       |
| 7                                 | 70%                                                                                | \$125                       |
| 8                                 | 80%                                                                                | \$125                       |
| 9                                 | 90%                                                                                | \$125                       |
| 10                                | 100%                                                                               | \$125                       |

Payment for unused sick leave shall be issued in one payment in the month of September or January following the date of retirement.

\* Professional licensed staff who meets the qualifications to retire after the 2008 – 2009 school year upon their request will be allowed to be grandfathered in using the 2007-2008 contract language.

**Personal Leave**

Two days in addition to the licensed professional staff’s annual leave may be used as personal leave and said leave may accumulate as sick leave. Licensed professional staff desiring personal leave shall file written notice with the Director or his designee three days prior to the date said leave is desired. Such notice may be waived by the Director or his designee in the case of an emergency. Personal leave may not be used for extended vacation or holiday time.

**Professional Leave**

Professional leave may be granted by the Director to a licensed employee upon request. This leave will not be included in the days of leave granted each year.

**Jury Duty**

Jury duty leave will not be taken from regular leave granted yearly or accumulated leave. Employees will be paid their regular salary while on jury duty leave. The licensed professional staff will reimburse the Coop. for the amount of jury duty compensation received less documented court related expenses.

**Leave for Court Appearance**

A licensed professional staff will be granted leave to appear in court to answer a jury summons, or for a court-ordered appearance outside their control. The licensed professional staff will reimburse the Coop. for the amount of any compensation received for such court appearance less documented court related expenses.

## **Extended Leave**

Any licensed professional staff may make application to the Board for a leave of any type not covered by other leave provisions of this agreement. The Board may grant such extended leave upon such conditions as the Board may at that time prescribe. Licensed professional staff shall be granted extended leaves subject to the approval of the Board or their designee.

## **ARTICLE 15 RESIGNATION**

The Board may approve release from contract after the May 15th deadline; upon finding a suitable replacement for the licensed professional staff seeking release from his/her contract obligations. The Board agrees to make appropriate and reasonable efforts to obtain a suitable replacement including; advertising through KEEB, notifying the placement offices in area and state colleges and universities, placement of the opening on the ANW website and advertising in area newspapers.

## **ARTICLE 16 GRIEVANCE PROCEDURES**

### **A. Purpose and Definition**

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the grievances which licensed professional staff subject to this grievance procedure may from time to time file. The term grievance shall be defined as any alleged violation, misapplication or misinterpretation of this agreement or the licensed professional staff's individual contract of employment. Any subject for whom the law mandates another procedure will not be subject to this article. Both parties agree that these proceedings should be kept as informal and confidential as may be at any level of the procedure period.

### **B. Procedure**

#### **1. Level One**

The aggrieved party shall notify the Director within 10 school days after the licensed professional staff becomes aware of the grievance. The aggrieved party should request an informal conference be held with the Director within 10 days after filing said grievance. At this conference the aggrieved party shall seek to resolve the matter informally. The Director shall provide the aggrieved party with an answer to the grievance within 5 school days after the meeting.

#### **2. Level Two**

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level one, or if no decision has been rendered within 5 school days after presentation of the grievance, the party may file the grievance in writing with the Director, or his designated representative within 10 school days after the informal conference with the Director. Within 5 days after receipt of the written grievance by the Director, the Director or his designated representative will schedule a second meeting in an effort to resolve it.

#### **3. Level Three**

If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within 5 school days after the party has first met with the Director or his designated representative at level two, whichever is sooner, request in writing that aggrieved party meet with the Board. The board will consider the grievance at the next regularly scheduled board meeting. The decision of the Board will be delivered in writing not later than the next regularly scheduled meeting of the Board following the meeting at which the Board considered the grievance.

### **C. Rights of Licensed Professional Staff to Representation**

Any party to the grievance may be represented at stages 2 and 3 of the grievance procedure by a representative selected by the party and may be accompanied by a fellow employee at Level 1.

### **D. Miscellaneous**

1. Decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties.
2. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and filed in the office of the Clerk of the Board, and will not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Director and the Association. The forms will be provided to the licensed professional staff upon request so as to facilitate operation of the grievance procedure.
4. Should the investigation or processing of any grievance require that the grievance or a school district employee who is a witness or a representative of the grievant or the Board, be absent from his/her regular assignment, such person shall be excused from such assignment for the purpose of appearing at said grievance hearing without loss of pay or benefits.
5. Notification of a grievance hearing shall be made in writing to the grievant by the person before whom the hearing shall be held (or by the Clerk of the Board where the Board is considering the grievance), at least 48 hours prior to the hearing.
6. No reprisals of any kind will be taken by the Board or any representative of the Board against an aggrieved person, any party in interest, any grievance representative, or any other participant in the grievance procedure by reason of such participation.
7. In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days in which the district office is open for business.
8. The Association shall not have the right to file a grievance.

### **ARTICLE 17 LICENSED PROFESSIONAL STAFF DISMISSAL**

Termination will occur through the following procedure:

No employee with more than 3 years service shall be discussed, suspended or terminated, reduced in rank, compensation, suffer loss of any terms or conditions of employment benefit without good cause and without notice of his/her right to a fair and impartial hearing, such notice to include the reasons for such action. The employee shall be accorded the entire procedural safeguard related to such a hearing, as provided under Kansas statute KSA 72-5436 et. sec.

### **ARTICLE 18 PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE**

For ANW resource teachers; building administrators from the ANW participating districts may conduct the evaluation utilizing the local district evaluation instrument. The employee will be notified of who will be scheduled to conduct the evaluation and has the right to request that an ANW administrator provide input and or review the evaluation instead. If the employee is dissatisfied with the building administrator's evaluation, the employee may request that a second evaluation by an ANW administrator be conducted. In all cases, ANW administration shall retain final authority on decisions relating to the evaluation of ANW staff.

All professional staff will be evaluated according to Kansas law and methods specified in the Procedures Section of the ANW Professional Appraisal Handbook.

All resource teachers will be evaluated on a continual basis through-out each school year by the building principal and ANW administrative staff. Formal evaluations will be conducted based on the number of years the teacher has taught as per state regulations as follows:

Each special education teacher in the first two years of employment will be evaluated at least once per semester with each evaluation completed not later than the sixtieth school day of the semester. Additional evaluations will be scheduled as needed to provide new employees with assistance in strengthening and improving teacher performance and enhancing teaching skills. A mentor will be assigned to all first year teachers, with the administrative option of assigning a mentor to a second year teacher, if needed.

All teachers in their third and fourth year of employment with ANW Cooperative shall be evaluated at least one time each school year, no later than February 15<sup>th</sup>.

All teachers with over 4 years of experience with ANW Cooperative shall be evaluated once every three years no later than February 15<sup>th</sup>. of the year they are to be evaluated.

Resource teachers will be evaluated by their building principal as per the above time lines. The building principal will utilize his or her district's evaluation form and procedures. The resource teachers will also be evaluated by ANW Administration as per above described timelines. ANW Administration will evaluate the IEP completed by the teacher to determine if it meets state and federal compliance standards. The evaluation form will be a form designated by the evaluation committee that encompasses all aspects of fulfilling IEP requirements to meet state and federal standards. The evaluation form will be filled out by ANW Cooperative Administration after reviewing one or more IEPs the teacher has been responsible for completing. The ANW Administration will review the completed evaluation with the resource teacher. The completed IEP evaluation will be attached to the Principal's completed evaluation form.

The evaluation forms must be signed by the evaluator and the resource teacher, acknowledging only that a conference was held and that the resource teacher is aware of the contents of the forms and that it has been thoroughly discussed with the teacher. The teacher will be allowed to affix to the forms rebuttal of any portion of the evaluations which he/she feels is inaccurate, unfair, or incomplete. This should be done within two (2) weeks of the completion and signature of the evaluation by both parties.

Signed copies of the evaluation forms will be provided for the resource teacher.

Any evaluation will be removed and destroyed upon the request of the teacher anytime after three years from the date of the evaluation.

Related service personnel will be evaluated under the same time lines as described above. This would include the following staff: School Psychologists, School Social Workers/Inclusion Facilitators, Speech Therapists, Occupational Therapists, Physical Therapists, School Nurses, etc. ANW Cooperative Administration will be responsible for the evaluation of the staff mentioned above. An evaluation tool will be developed for each related service area with objective criteria.

All related service personnel will be evaluated on a continual basis through-out each school year by the ANW administrative staff. Formal evaluations will be conducted based on the number of years the related service personnel have been employed as per state regulations as follows: Each special education related service personnel in the first two years of employment will be evaluated at least once per semester with each evaluation completed not later than the sixtieth school day of the semester. Additional evaluations will be scheduled as needed to provide new employees with assistance in strengthening and improving performance and enhancing skills. A mentor will be assigned to all first year related service personnel, with the administrative option of assigning a mentor to a second year related service personnel, if needed.

All related service personnel in their third and fourth year of employment with ANW Cooperative shall be evaluated at least one time each school year, no later than February 15<sup>th</sup>.

All related service personnel with over 4 years of experience with ANW Cooperative shall be evaluated once every three years no later than February 15<sup>th</sup>. of the year they are to be evaluated.

The ANW Administration will utilize an evaluation form using objective criteria developed for each related service personnel. In addition, ANW Administration will evaluate the IEP completed by the related service personnel to determine if it meets state and federal compliance standards.

The evaluation form will be a form designated by the evaluation committee that encompasses all aspects of fulfilling IEP requirements to meet state and federal standards. The evaluation form will be filled out by ANW Cooperative Administration after reviewing one or more IEPs the related service personnel have been responsible for completing. ANW administration will consult with building principal(s) before completion of the evaluation. The ANW Administration will review the completed evaluation with the related service personnel. The completed IEP evaluation will be attached to the ANW Administration's completed evaluation form.

The evaluation forms must be signed by the evaluator and the related service personnel, acknowledging only that a conference was held and that the related service personnel is aware of the contents of the forms and that it has been thoroughly discussed with the related service personnel. The related service personnel will be allowed to affix to the forms rebuttal of any portion of the evaluations which he/she feels is inaccurate, unfair, or incomplete. This should be done within two (2) weeks of the completion and signature of the evaluation by both parties.

Signed copies of the evaluation forms will be provided for the related service personnel.

Any evaluation will be removed and destroyed upon the request of the related service personnel anytime after three years from the date of the evaluation.

#### **ARTICLE 19 PROGRAM VISITATION AS INSERVICE**

When a participating unified school district holds inservice for instructional staff, ANW Cooperative licensed staff in that district may, in lieu of this activity, make arrangements to visit special programs in other areas.

ANW licensed staff who desire to visit a program in lieu of local district inservice shall complete and submit a designated form, (see appendix), to the ANW administration requesting approval of the desired program visitation. Upon approval from cooperative administration, the visitation shall be authorized.

**ANW SPECIAL EDUCATION COOPERATIVE TEACHER'S ASSOCIATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiations Committee Chairman

\_\_\_\_\_  
Negotiations Member

**ANW SPECIAL EDUCATION COOPERATIVE**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Negotiations Committee Chairman

\_\_\_\_\_  
Negotiations Committee Member

\_\_\_\_\_  
Negotiations Committee Member

\_\_\_\_\_  
Negotiations Committee Member

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2009



**ANW COOPERATIVE TEACHER SALARY SCHEDULE 2009-2010**

|              |             |              |             |              |              |              |              |  |
|--------------|-------------|--------------|-------------|--------------|--------------|--------------|--------------|--|
| <b>0.00%</b> | \$1,400     | \$1,400      | \$1,900     | \$1,200.00   | \$1,200.00   | \$1,200.00   |              |  |
| <b>32435</b> |             |              |             |              |              |              |              |  |
| <b>Steps</b> | <b>1</b>    | <b>2</b>     | <b>3</b>    | <b>4</b>     | <b>5</b>     | <b>6</b>     | <b>7</b>     |  |
|              | <b>BS</b>   | <b>BS+15</b> | <b>MS</b>   | <b>MS+15</b> | <b>MS+30</b> | <b>MS+45</b> | <b>MS+60</b> |  |
| <b>1</b>     | \$32,435.00 | \$33,835.00  | \$35,235.00 | \$37,135.00  | \$38,335.00  | \$39,535.00  | \$40,735.00  |  |
| <b>2</b>     | \$32,885.00 | \$34,285.00  | \$35,685.00 | \$37,585.00  | \$38,785.00  | \$39,985.00  | \$41,185.00  |  |
| <b>3</b>     | \$33,335.00 | \$34,735.00  | \$36,135.00 | \$38,035.00  | \$39,235.00  | \$40,435.00  | \$41,635.00  |  |
| <b>4</b>     | \$33,785.00 | \$35,185.00  | \$36,585.00 | \$38,485.00  | \$39,685.00  | \$40,885.00  | \$42,085.00  |  |
| <b>5</b>     | \$34,235.00 | \$35,635.00  | \$37,035.00 | \$38,935.00  | \$40,135.00  | \$41,335.00  | \$42,535.00  |  |
| <b>6</b>     | \$34,685.00 | \$36,085.00  | \$37,485.00 | \$39,385.00  | \$40,585.00  | \$41,785.00  | \$42,985.00  |  |
| <b>7</b>     | \$35,135.00 | \$36,535.00  | \$37,935.00 | \$39,835.00  | \$41,035.00  | \$42,235.00  | \$43,435.00  |  |
| <b>8</b>     | \$35,585.00 | \$36,985.00  | \$38,385.00 | \$40,285.00  | \$41,485.00  | \$42,685.00  | \$43,885.00  |  |
| <b>9</b>     | \$36,035.00 | \$37,435.00  | \$38,835.00 | \$40,735.00  | \$41,935.00  | \$43,135.00  | \$44,335.00  |  |
| <b>10</b>    |             |              | \$39,285.00 | \$41,185.00  | \$42,385.00  | \$43,585.00  | \$44,785.00  |  |
| <b>11</b>    |             |              | \$39,735.00 | \$41,635.00  | \$42,835.00  | \$44,035.00  | \$45,235.00  |  |
| <b>12</b>    |             |              | \$40,185.00 | \$42,085.00  | \$43,285.00  | \$44,485.00  | \$45,685.00  |  |
| <b>13</b>    |             |              | \$40,635.00 | \$42,535.00  | \$43,735.00  | \$44,935.00  | \$46,135.00  |  |
| <b>14</b>    |             |              | \$41,085.00 | \$42,985.00  | \$44,185.00  | \$45,385.00  | \$46,585.00  |  |
| <b>15</b>    |             |              | \$41,535.00 | \$43,435.00  | \$44,635.00  | \$45,835.00  | \$47,035.00  |  |
| <b>16</b>    |             |              | \$41,985.00 | \$43,885.00  | \$45,085.00  | \$46,285.00  | \$47,485.00  |  |
| <b>17</b>    |             |              | \$42,435.00 | \$44,335.00  | \$45,535.00  | \$46,735.00  | \$47,935.00  |  |
| <b>18</b>    |             |              | \$42,885.00 | \$44,785.00  | \$45,985.00  | \$47,185.00  | \$48,385.00  |  |
| <b>19</b>    |             |              |             |              | \$46,435.00  | \$47,635.00  | \$48,835.00  |  |
| <b>20</b>    |             |              |             |              | \$46,885.00  | \$48,085.00  | \$49,285.00  |  |
| <b>21</b>    |             |              |             |              | \$47,335.00  | \$48,535.00  | \$49,735.00  |  |
| <b>22</b>    |             |              |             |              |              | \$48,985.00  | \$50,185.00  |  |
| <b>23</b>    |             |              |             |              |              | \$49,435.00  | \$50,635.00  |  |
| <b>24</b>    |             |              |             |              |              |              | \$51,085.00  |  |
| <b>25</b>    |             |              |             |              |              |              | \$51,535.00  |  |
| <b>26</b>    |             |              |             |              |              |              | \$51,985.00  |  |





