

NORTH CENTRAL KANSAS
SPECIAL EDUCATION COOPERATIVE
(NCKSEC)

Interlocal District #636

2011-12

MASTER CONTRACT

Board of Directors

Brian Dettmer - USD 110

Donna Brown - USD 270

April Karnopp - USD 211

- USD 271

Christopher Rogers - USD 212

Michelle Powell - USD 325

- USD 237

- USD 326

Tom Benoit - USD 269

- USD 392

Steve Custenborder - USD 399

Chris Hipp, Director

Wes Topel, Asst. Director

Garry Baxter, Interim Asst. Director

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CONTINUING CONTRACT

1. The Interlocal Board shall give written notice through the Clerk of the Board if the Board does not intend to renew the employee's contract for the next school year. Notice shall be given on or before the date established within Kansas state law. *(approved 7.19.10)*
2. An employee shall give written notice through the Clerk of the Board if the employee does not intend to continue employment for the next school year. Notice shall be given on or before the date established within Kansas state law. *(approved 7.19.10)*

RELEASE FROM CONTRACT

1. Certified personnel may be released from a contract on the recommendation of the Director of the NCKSEC and the approval of the Interlocal Board.
2. A person desiring such a release must present in writing to the Board a statement giving reasons for requesting such a release thirty days prior to the date of such release.
3. The following penalty clause may be invoked by the Board of Directors -
A penalty of 4% of the employee's annual salary may be assessed for resignation after the date established by Kansas state law.
A penalty of 5% of the employee's annual salary may be assessed for resignation after July 16th.
A penalty of 6% of the employee's annual salary may be assessed for resignation after August 1st. *(approved 7.19.10)*
4. If the resignation is not accepted by the Board, the penalty fee will be returned to the employee and the employee shall abide by the present contract.
5. If an individual resigns from his/her contract before the end of the contract period and received Board approval, his/her fringe benefit will end as of the last paycheck.

REDUCTION IN FORCE

1. In response to the changing educational needs of the population served by the Cooperative, the Board of Directors may determine it necessary to reduce staff. In the event that such reductions are warranted, the first attempt to correct the surplus will be by not filling positions vacated through staff resignations.
2. Should attrition rates not resolve the need, the following criteria will be considered in making further reductions to include, but not necessarily be limited to, the following:
 - A. certification,
 - B. length of service in the district,
 - C. past and current evaluations,
 - D. recommendations of building principals and administrative staff; and
 - E. other items the Board considers to be noteworthy regarding a position.

PERSONNEL RECORDS

Personnel files maintained by the Coop shall be confidential and in the custody of the clerk of the board. Employees have the right to inspect their files during regular business hours upon proper notice and under the supervision of the clerk.

PAYMENT OF SALARY

1. Paychecks - NCKSEC pays on a 12 month basis for employees covered by the master contract. Payroll will be distributed by direct deposit to an account of your choosing on or about the 15th of each month. Changing any payroll information will require a written form, which can be acquired from the clerk of the board. After completion, return the form to the clerk of the board. The change may not take effect until 30 working days from date received by the clerk. (*approved 7.19.10*)
2. You will receive in the mail a check stub containing the particulars of that month's payroll. Every attempt will be made to direct deposit payroll on the 15th or the first business day thereafter if the 15th falls on a weekend or holiday.
3. Distribution of summer checks (June, July, August) will not be issued together in June payroll. June payroll will be released at the regular time. The July and August checks will be released after state reimbursement has been received. (*approved 7.21.03*)
 - A. If the employee wants the July and August checks in one lump sum, they must notify the clerk of the board by April 1st.

NCKSEC CALENDAR

The NCKSEC calendar will be the longest district's calendar plus 1 day.
(*approved 6.20.11*)

SALARY CALCULATIONS

1. Salaries of employees who have an assigned calendar of less than the NCKSEC calendar -
 - a. will be required, by October 1, to submit a plan to the Director indicating what day(s) they will work and what duties they will perform to fulfill their contractual responsibilities of the NCKSEC calendar. (*approved 6.20.11*)
 - OR
 - b. will be required, by Sept. 1, to notify the clerk of the board in writing that they will work the number of days based on the calendar they have been assigned and will have their pay prorated accordingly. (*approved 7.22.02*)
3. Employees who gain college credit hours during the regular school year and the summer months must present evidence (transcript, grade card) of the same before September 1 to receive compensation for added hours.

4. Effective September 1 of each school year, all certified employees with one or more years service in NCKSEC will have their salary calculated on the basis of their own established base with appropriate allowance for years of service. Each employee's base for the contract year will be increased by giving each certified employee a flat rate.
5. Once a base salary has been determined for each employee, the number of graduate hours above the Bachelor's level will be calculated for each employee.
 - A. Employees will be paid at the rate of fifty-five (\$55.00) dollars per approved graduate hour to a maximum of thirty-six (36) college hours. This will be in addition to the calculated base. (*approved 6.15.09*)
 - B. Once the employee receives a Master's degree, an additional nine hundred seventy-five (\$975.00) dollars will be added as supplemental salary payment. Once the Master's has been received, the employee will receive an additional sixty-five (\$65.00) dollars per graduate hour beyond the Master's to a maximum of thirty (30) college hours. (*approved 6.15.09*)
6. The Director of the Cooperative must approve all graduate hours which are to be considered for salary compensation. Generally speaking, these hours must be in the major or minor teaching field of the employee.
7. The Board may, at its discretion, pay salaries "above schedule" to staff members who:
 - A. perform duties above and beyond the normal teaching load
 - B. who hold positions that "supply and demand" require higher salaries to retain or hire in order to promote the general welfare of the Cooperative.
8. Only for the purpose of calculating future salaries, all current and newly hired psychologists and speech/language pathologists will be deemed to have a Master's Degree plus 30 hours. (*approved 6.15.09*)
 - A. Calculations for future salary increases will be determined by the established agreement.

FRINGE BENEFITS

1. The purpose of this plan is to furnish employees with a choice of certain tax-free benefits provided by the Cooperative in lieu of taxable compensation and to comply with Section 125 of the Internal Revenue Code.
2. The board will pay, in addition to salary, a fringe benefit of \$601 per month, or actual cost of a \$500 deductible single health plan, whichever is less, for all full-time certified employees to be applied to the purchase of a health insurance policy. The fringe benefit shall be applied to the group health insurance plan selected by the board. Employees working less than full-time shall have the fringe benefit prorated based on the percent of a normal contract actually performed. The fringe benefit amount shall be applied to purchase the group health insurance and may not be taken as cash by the employee. (***approved 6.20.11***)

3. Benefits and carriers of group insurance programs offered by the Coop shall be selected by the board.
4. Flexible Fringe Benefit Plan-125
 - A. Participants shall be entitled to select (by completing the Employee's Selection Form) any one or a combination of benefits as provided. The eligibility requirements is an employee must work a minimum of 17 1/2 hours a week.
 - B. Benefits costs exceeding the amount allocated can include up to \$2,500 per month salary reduction or a maximum of \$30,000 per year. *(approved 7.19.04)*

Selection of Benefits include:

 - i. Group Health Insurance
 - ii. Salary Protection Insurance
 - iii. Cancer Insurance
 - iv. Dental Insurance
 - v. Group Life Insurance
 - vi. Dependent Care (maximum \$5,000)
 - vii. Medical Reimbursement (maximum \$3,600)
 - viii. Individual Life Insurance
 - ix. Smart Heart Policy
 - x. Accident Policy
 - xi. GAP Plan

(approved 7.21.03)
 - C. If a carrier of any option cancels the coverage, or refuses to provide group coverage, the Board may eliminate such option from the 125 plan.
5. Time Period
 - A. Certified Staff may elect to participate and select benefits once each plan year. The plan year shall begin September 1 and end August 31.
 - B. Benefits selected cannot be changed except as provided in Section 7B until the beginning of the next plan year. For most employees, this will be August, but may vary for employees resigning or being discharged during the school year, or for employees who contracts commence prior to classroom employees, such as school psychologists.
 - C. Employees hired after the start of the new school year will have no later than forty (40) days following the first working day for the employee, to elect to participate in the 125 Fringe Benefit Plan.
6. Period of Coverage
 - A. The period of coverage during which a benefit is provided is the Plan Year.
 - B. A participant may elect to terminate the payroll reduction agreement or change election as to the Cooperative's contribution or change the benefits elected only if a qualifying event has changed the family status as defined by the carrier of the 125 plan.

7. Refunds or Returns on Premiums
 - A. Refunds, i.e. returns on unused premiums, shall be used to generate a premium holiday for the parties in proportion to the share of the cost assumed. This shall not include any refunds on unused policies. All such refunds shall be the property of the Cooperative. Nothing in this agreement is intended to provide insurance coverage as an item of salary and coverage is intended for those not otherwise covered by similar insurance coverage by the same or other agent. *(approved 7.19.10)*
 - B. Should an employee enroll in coverage in which the Board participates in payment, while the employee is covered by similar insurance by the same or another company the full amount of premium paid by the Board will be deducted from the employee's salary.
8. Cooperative employees may elect to have payroll deductions applied to their insurance premiums or annuity contributions. Arrangements must be made through the Clerk by September 1. A minimum of five employees must elect a particular company in order to initiate their services. The company must meet IRS regulations and be approved as an Investment Option Provider for NCKSEC. *(Approved 6.15.09)*

WORK ASSIGNMENT & DUTIES

1. Certified staff members are expected to fulfill their contractual assignments in a competent fashion and in line with the goals and policies set forth by the Cooperative Board.
2. They shall provide appropriate instruction, supervision, and guidance to the pupils assigned to them.
3. They shall assume responsibility for the care of equipment assigned to their use and shall maintain a record of inventory of that equipment.
4. They shall perform all duties assigned by the administration in addition to their primary contracted responsibilities.

PROFESSIONAL DUTY DAY - TEACHER DUTY HOURS

1. Employees assigned to a single district will schedule himself/herself according to that district's calendar and professional duty day (time they report & time they leave).
2. Employees assigned to serve more than one district will have their duty day (time they report & time they leave) determined by the administrative team from those districts served. If this time cannot be resolved, the duty day will be determined by the special education director. *(approved 7.19.04)*

LEAVE POLICY

1. Sick Leave

- A. Sick leave is granted at the rate of ten (10) days per contract year.
- B. Sick leave is allowed to accumulate to a total of seventy-five (75) days.
- C. The employee may use a maximum of eighty-five (85) sick days in one year.
(approved 7.22.02)
- D. Sick leave may be taken with full pay by the employee for illness, quarantine, and physical & mental disability of themselves or the illness of immediate family (mother, father, brother, sister, spouse, child, grandparents, mother-in-law, father-in-law). Exceptions to this limitation may be made by the Director of Special Education.
- E. The employee will receive full salary for sick leave. *(approved 7.19.10)*
- F. After three (3) consecutive days of sick leave, a doctor's statement may be required and must be provided by the employee upon request from the Director of Special Education.
- G. If the employee has used all their accumulated sick leave, their salary will be deducted at the daily rate of 1/NCKSEC calendar (contract days per year) of the employer's total salary. ***(approved 6.20.11)***
- H. If termination of the employee's contract should occur, for whatever reason, during the contract year, one (1) day of sick leave will be deducted from the total of ten days during the contract year for each month the contract year is not fulfilled.
- I. Sick leave can not be taken in less than two (2) hour segments; contingent on substitute need and availability. *(approved 6.15.09)*
- J. A full day of sick leave shall be considered as eight (8) hours.

2. Unused Sick Leave

- A. At the beginning of each new school year, ten (10) sick leave days will be added to each employees' accumulative total from the prior year.
- B. At the completion of each school year, each employee will be paid \$30.00 per day for each day that remains above seventy-five (75) accumulative days after subtraction of used sick leave taken during that contract year. *(approved 5.21.08)*
- C. Payment for unused sick leave days will be paid at the end of the current contract year.
- D. Each employee's accumulative total, which shall in no event be more than seventy-five (75) days, shall be carried over to the beginning of the next school year.

E. A certified employee retiring from NCKSEC who has been employed by the NCKSEC (or previous USD 325 Phillipsburg certified experience) for at least ten (10) consecutive years of service immediately preceding retirement date and has met KPERs retirement eligibility for “unreduced” benefits will be paid at the rate of thirty (\$30) dollars for each day of accumulated sick leave, upon retirement or death of the employee; not to exceed eighty-five (85) days. Each person shall give written notice of his or her intention to retire on or before April 1 of the current contract year in order to receive this payment. Resignation for any reason other than disability or death before the end of the school year will cancel payment of accumulative sick leave pay. (*approved 5.21.08*)

3. Illness Disability Bank

To assist professional employees who suffer prolonged illness or disability to work, an illness disability bank shall be established as follows:

A. Eligibility Requirements

- a. Certified/Licensure employees of North Central Kansas Special Education Cooperative.
- b. Certified/Licensure employees donating a day to the illness disability bank.

B. The Board will provide a one time start-up donation of fifty days to the bank.

C. Participating employees will be those meeting qualifications to apply for participation in the illness disability bank, hereinafter called the “bank”, this current contract year.

D. Each eligible employee who wishes to participate in the bank must donate one day by September 1 on the Section 125 employee’s selection form.

E. Only those individuals currently participating in the bank will be eligible to apply for days from the bank. A list of participating members will be established by the Bank Committee and maintained by the Clerk of the Board.

F. Each person, before using the bank, shall deplete his or her accumulated sick leave.

G. The bank must be used by the employee for illness, quarantine, and physical and mental disability of themselves or the illness of immediate family (parents, siblings, spouse, child, grandparents, parent(s)-in-laws). The bank committee may make exceptions to the above limitation. The person or representative of the person must present a written, formal application to the bank committee. The application may be obtained by contacting the NCKSEC office. If applying to the sick leave bank during the last two weeks of school call and inform the NCKSEC office that you intend to use the bank. (*approved 7.21.03*)

H. Applications will be approved/disapproved by a committee appointed by the President of the Coop’s Employees’ Association, subject to bank requirements and procedures.

- I. Written notification of approval or other disposition of the application will be made by the bank committee to the Director's office. A letter of notification from the bank committee will be sent to the applicant informing him/her of the committee's decision. *(approved 7.22.02)*
- J. Days remaining in the bank will be retained and applied to the following year. If, on the first contract day the number of days accumulated in the bank is less than three (3) times the number of employees applying for participation, all applying will contribute one (1) day to the bank. If the number of accumulated days is more than three (3) times the number of employees participating, only employees who did not participate the previous year will contribute one (1) day to the bank.
- K. Each participant that has been awarded days from the bank, will pay the days back at a rate of no less than two days per year during the first year of payback and no less than three days per year during succeeding years. The employee may elect to pay back days at a higher rate. Such pay back will occur after the bank has been formed for each year, thus increasing the number of days available for the bank, regardless whether or not the employee rejoins the bank in subsequent years. Prior years contributions of days to the bank may be used toward payback. This includes contributions starting with the 1990-1991 school year through USD 325 and continuing with the Interlocal #636 with the exception of the 2002-03 school year when this policy was not in the Master Contract. If prior years' contributions are used toward payback, the number of days used will be deducted from the total days contributed. *(approved 7.19.04)*
- L. If an employee leaves the Coop prior to full payback, the number of days still not paid back by the employee may be offset. The following is the criteria for the offset:
 - 1. Employee #1 resigns who owes days to the sick leave bank; AND
 - 2. Employee #2 or a combination of employees, who are active members of the sick leave bank, resigns the same year that have unused sick leave remaining.

The unused sick leave from the employee(s) resigning would apply towards the unpaid sick leave of employee #1, not to exceed the number of days owed to the bank by employee #1.
(approved 6.18.07)
- M. Participating bank employees shall be limited to maximum of 30 days of use during any one school year.

4. Family and Medical Leave

The NCKSEC recognizes and follows Family Medical Leave Act requirements. Refer to the United States Department of Labor Wage and Hour division for information regarding FMLA. (approved 7.19.10)

5. Maternity Leave

- A. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery shall be treated as any other temporary disability and will be granted as sick leave during the period of actual incapacitation from the performance of duties.

- B. Sick leave will be paid to the extent of available sick leave.
- C. Leave not covered by the sick leave is unpaid leave and subject to the prior approval of the administration and will be considered maternity leave.
- D. Employees who become pregnant during the term of their contract may teach until such time as it is deemed advisable, by the employee and the administration, in counsel with a medical doctor. At this time, she shall be placed on maternity leave.
- E. The employee will take leave of absence without pay.
- F. The employee may return to duty upon the recommendation of a medical doctor.
- G. The leave of absence shall not extend over more than one contract year.

6. Personal Leave

- A. Employees shall be allowed three (3) days of personal leave at the beginning of each contract year which shall not be cumulative. Personal leave shall be requested at least five (5) school days prior to use. Emergency exceptions can be granted by the special education director. *(approved 7-19-2004)*
- B. Each employee of the NCKSEC will be allowed two days of personal leave without cost to them; employees having completed five (5) years of service in the NCKSEC will be allowed (3) days of personal leave without cost to them. Employees having completed 10 consecutive years of service within the NCKSEC may exchange one paid sick leave day for one personal leave day, producing a 4th personal day, without cost to them. ***(approved 6.20.11)***
- C. The employee will receive full salary except that the Board will deduct equivalent substitute pay for each day, even if a substitute is not needed. The deduction for substitute pay will be an average of all district's substitute pay rate August 1. *(approved 6.15.09)*
- D. Personal leave will not be used, unless approved by the Director, to extend a vacation/holiday before or after, nor for the first five (5) days or the last five (5) days of school student-teacher contact dates.
- E. Personal leave shall be without administration review except such leave requested related to above section A & C. *(approved 7.22.04)*
- F. Personal leave may be taken in four (4) hour segments and not less than four (4) hour segments.
- G. A full day of personal leave shall be considered as eight (8) hours.
- H. Any unused personal days without cost to employee remaining at the end of the school year will roll over into sick leave. Personal days subject to the deduction of substitute pay will not roll over. *(approved 7.19.10)*

7. Professional Leave

- A. NCKSEC employee may request or be requested to attend national, regional, state, and local pedagogical meetings and conferences.
- B. An employee planning to attend a conference or inservice, including those held within the Coop, must submit to the Director a PDP Toolbox request with all necessary information completed. (*approved 6.15.09*)
- C. The form should be submitted at least two weeks in advance.
- D. The Director of Special Education will give his/her approval or denial of the leave request.
- E. If denied by the Director, the request form will be sent back to the applicant.
- F. Once processed by the Director, the applicant will receive notification. Copies of the request will be kept at the Cooperative office. (*approved 6.15.09*)
- G. Expenses typically provided by the Coop for those attending approved meetings, conferences, etc, are as follows:
 - i. Registration cost (excluding memberships)
 - ii. Transportation: (1) district provided transportation; or (2) mileage from employee mileage base or actual miles driven, whichever is less, to and from conference. Car pooling required when feasible.
 - iii. Motel Accommodations.
 - iv. Meals. Expenses incurred for out-of-Coop professional leave up to \$30.00 per day (prorated, if less than full day) will be reimbursed by the Coop, provided detailed receipts are submitted. The reimbursement will be made to the applicant through petty cash or purchase order, depending on the amount of reimbursement. (*approved 6.15.09*)
 - v. Substitutes, reimbursed at the district's rate of the employee's assigned calendar.
- H. If completed in a timely manner, arrangements for registration and lodging will be made by the Cooperative. If not completed in a timely manner, the employee will be responsible for own arrangements. (*approved 6.15.09*)
- I. All reasonable expenses approved, within the set limits, will be reimbursed upon submission of detailed receipts from the employee. (*approved 6.15.09*)
- J. The employee will be responsible for any late fees or expenses due to late registration or cancellations of workshops, conferences, etc.

8. Bereavement Leave

- A. An employee will be granted four (4) days bereavement leave, non-cumulative, for the death of spouse, child, parent, sibling, grandparents, grandchild, mother-in-law or father-in-law). Exceptions to these limitations can be made by the Director.

- B. The employee will receive full salary and the Board will pay the substitute at the district's rate of the employee's assigned calendar.
- C. Leave may be taken in two (2) hour segments and not less than two (2) hour segments.
- D. A full day of bereavement leave shall be considered as eight (8) hours.

9. Observatory Visitation

- A. An employee may be requested, or may request, temporary leave each beginning year and alternative years thereafter of continuous employment to make observatory visitations in other school districts.
- B. This is subject to approval by the Director of Special Education.
- C. The employee will receive full salary and the Board will pay the substitute at the district's rate of the employee's assigned calendar.
- D. Leave may be taken in two (2) hour segments and not less than two (2) hour segments.
- E. A full day of observatory leave shall be considered as eight (8) hours.

10. Disaster Leave

- A. Disaster leave, as defined by the Board of Directors, may cause unavoidable absences. At the beginning of each school year, the Board will establish a Disaster Leave reserve, in which the aggregate total shall not exceed six (6) days. (*approved 7.21.03*)
- B. Any employee may apply in writing for one (1) or two (2) days. Such application shall be made to the Director and documented for the reason of the request.
- C. This Disaster Leave reserve shall be totally under the control of the Board and administered by their agent.
- D. The Director shall notify the applicant in writing regarding the action taken on the request, and such decision shall be final and not subject to grievance under provisions of this agreement. (*approved 7.19.04*)
- E. When the six (6) days of Disaster Leave are exhausted, during any one school year, no additional days will be provided during that school year except as Board may voluntarily grant.

11. Association Leave

- A. Certified employees who are active members of the Coop's Employees' Association may be granted temporary leave to pursue Association-related activities.
- B. Application for such leave must be submitted to the Director one (1) week or more prior to the scheduled meeting, if possible. The application must be in writing and state the time, place, and purpose of the meeting.

- C. Upon receipt of the application, the Director shall grant the request, provided an adequate substitute can be obtained.
- D. The employee, for each day's leave, will reimburse the Coop for the cost of the substitute, even if a substitute is not needed, at a rate of an average of all district's substitute pay rate August 1. *(approved 6.15.09)*
- E. The Coop's Employees Association will be granted a maximum total of twenty (20) days Association leave per year.

12. Jury Duty

- A. An employee called to jury duty will be paid their regular salary if the employee endorses all jury duty pay, except reimbursement for mileage and subsistence, over to the Interlocal.

DRESS CODE

The board encourages appropriate dress for all NCKSEC employees.

GRIEVANCE

1. Any employee may file a grievance with the Assistant Director concerning the terms of the negotiated agreement. The grievance shall be in writing; filed within ten (10) days following the event complained of and shall specify the basis of the grievance. *(approved 7.19.10)*
2. The Assistant Director shall meet with the employee and provide a written response within (10) days. If the employee disagrees with the decision, employee may appeal to the Director.
3. If the certified employee has received no satisfactory solution to the problem, he/she may request through the Director, the opportunity to appear before the NCKSEC Board to present a statement of the problem and related facts.
4. The Board shall give its resolution to the problem.
5. In the event of a serious problem, the certified employee has the option to present the details of the problem in writing. A log of events and interventions through the filing should accompany the complaint.
6. The Board shall instruct the Director to give written notification of its response to the employee within a two week period.
7. For problems relating to any suspension or termination from employment, the due process law shall be followed.

WITHIN TOWN MILEAGE

All staff will submit mileage log for reimbursement. *(approved 7.19.10)*