

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE BOARD OF DIRECTORS

OF

SUMNER COUNTY EDUCATIONAL SERVICES INTERLOCAL,

District 619

WELLINGTON, KANSAS

AND

**THE SUMNER COUNTY SPECIAL EDUCATION CERTIFIED STAFF
ASSOCIATION**

JULY 1, 2023 THROUGH JUNE 30, 2024

PREAMBLE

THE BOARD OF DIRECTORS OF INTERLOCAL #619 AND THE TEACHERS EMPLOYED BY THE INTERLOCAL #619 HAVE COMPLETED PROFESSIONAL NEGOTIATIONS IN ACCORDANCE WITH THE SPIRIT AND LETTER OF KANSAS LAWS GOVERNING SUCH PROFESSIONAL NEGOTIATIONS.

THIS AGREEMENT THUS REACHED IS THEREFORE INCORPORATED INTO THIS MEMORANDUM OF AGREEMENT WHICH IS LEGALLY BINDING ON BOTH PARTIES AND FORMULATES A PORTION OF THE PROCEDURES AND REGULATIONS RELATIVE TO TEACHER EMPLOYMENT BY SUMNER COUNTY EDUCATIONAL SERVICES, INTERLOCAL #619.

THIS AGREEMENT COVERS ALL PERSONS HOLDING A POSITION IN THE INTERLOCAL #619 WHICH REQUIRES A LICENSE/CERTIFICATE ISSUED BY THE KANSAS STATE DEPARTMENT OF EDUCATION OR OTHER APPROPRIATE AGENCY, EXCEPT ADMINISTRATORS AND SUBSTITUTE TEACHERS.

DEFINITIONS

1. **BOARD:** shall mean the Board of Directors of Sumner County Educational Services Interlocal, District 619.
2. **FULL-TIME TEACHER:** shall mean those employees who hold contracts to perform professional services for children for no less than 35 hours per week. The teacher will minimally have a 4 year teaching degree and has been issued a current / provisional certificate or has received a QPA waiver by the Kansas State Department of Education or holds a license issued by the appropriate agency. Administrators and substitute teachers shall not be included in the definition. The full-time teacher would receive full benefits as specified by the contract.
3. **PART-TIME TEACHER:** shall mean those employees who hold contracts to perform less than full-time professional services for children. The teacher will minimally have a 4 year teaching degree and has been issued a current / provisional certificate or has received a QPA waiver by the Kansas State Department of Education or holds a license issued by the appropriate agency. Benefits will be prorated based upon the percentage of time the teacher is employed.
4. **SUBSTITUTE TEACHER:** a person who is employed temporarily to teach for a teacher who is away from his or her regular teaching assignment.
5. **ADMINISTRATOR:** shall mean any person holding a position for which an administrator's certificate is required by the Kansas State Department of Education.
6. **DUTY DAYS:** shall mean days in which teachers are required to teach or be on duty.
7. **OTHER DAYS:** days during which the Interlocal #619 office is open.
8. **TERMS RELATING TO SPECIAL EDUCATION:** As terms relating to special education are changed through state and federal regulations, this Negotiated Agreement can automatically be updated to reflect these changes without said items being negotiated. (Example: Behavior Disorders changed to Emotional Disturbance.)
9. **EXTENDED SCHOOL YEAR:** Services provided to children outside of the scope of the regular school year so that the child can make progress toward the goals specified on the child's IEP and to prevent regression.
10. **PROBATIONARY TEACHER:** Any teacher who is in the first 3 years of employment
11. **NON-PROBATIONARY:** Teachers who are offered and sign a 4th year contract

ARTICLE 1

A. Teachers General Responsibilities

1. Teachers shall be subject to the policies and decisions of the Board of Directors.
2. All Interlocal teachers shall be responsible to the Director of Interlocal District #619 in carrying out the will of the Board of Directors.
3. Interlocal teachers shall submit all reports and information related to their professional duties as requested by the Director of the Interlocal.
4. Teachers shall maintain, as specified and required by the Director of the Interlocal, records, reports, and files related to professional work.
5. A copy of the Staff Handbook, Board Policies, and Negotiated Agreement will be posted on the Interlocal website. It is the responsibility of each staff member to become familiar with these documents.

B. Teachers Responsibilities in Districts

1. All teachers shall be responsible to the school superintendent and the building principal of the district or building in which they are working.
2. Teachers shall be familiar with the policies of all the Unified School Districts in which they work, as well as procedures in the Interlocal. Teachers shall carry out their duties in a manner harmonious to the policies and established precedents of the District in which they are working.
3. In instances where teachers seem to find themselves obligated to the policies of an individual school district or building regulations and at the same time the policies of the Board of Directors or its will, the teachers shall immediately inform the building principal or superintendent of the district involved, and the Director of the Interlocal. If agreement cannot be reached, the Interlocal staff member shall follow the policies of Interlocal #619 and/or the procedures set forth in this agreement.

C. Chain of Command

1. Teachers of the Interlocal having concerns about students or programs should follow the appropriate chain of command procedure outlined below:

- a. Building Principal
- b. Assistant Director
- c. Director of Interlocal
- d. Director and Local Superintendent together
- e. Interlocal Board of Directors

D. Confidentiality

1. Interlocal teachers shall protect information given in confidence. Confidential information will be released only upon signed authorization by the parents or guardian. All requests for release of confidential information shall be referred to the Director of the Interlocal.

E. Corporal Punishment:

1. No teacher of the Interlocal is to deliver corporal punishment to any student.

F. Teaching Contracts

1. Teachers will be issued a contract by the Interlocal.
2. K.S.A. 72-2251 Continuation of teachers' contracts; notice of termination or nonrenewal; change of terms.
"All contracts of employment of teachers... shall be deemed to continue for the next succeeding school year unless written notice of termination or nonrenewal is served... by a board upon any teacher on or before the third Friday in May. Teacher shall give written notice to the board that the teacher does not desire continuation of a contract on or before the 14th calendar day following the third Friday in May..."
3. Each teacher shall have ten (10) days from the date postmarked in which to return the contract after issuance by the Board of Directors.
4. Any teacher who is in the first 3 years of employment will be considered "probationary" and may be non-renewed without recourse.
5. Teachers who are offered and sign a 4th year contract become "non-probationary." A non-probationary teacher whose contract is non-renewed has the opportunity to address the board with optional representation before a final decision is made by the board.

G. Personnel Problems Solving

1. When the problem involves the relationship between a building principal and the Interlocal teacher, the teacher shall discuss the problem with the building

principal. If a satisfactory solution is not reached, the building principal and teacher shall present the matter to the Director and/or Assistant Director. The building principal and the Director and/or Assistant Director will then relay their decision to the teacher. If the decision is not satisfactory to the teacher, building principal, or the Director and/or Assistant Director, the problem will be presented by the Director and/or Assistant Director and the building principal to the superintendent of the local district. If the superintendent should resolve the matter in a way unsatisfactory to the teacher or the Director and/or Assistant Director, the Director and/or Assistance Director shall present the problem to the Interlocal Board of Directors.

2. If a satisfactory solution is not reached, the Director and/or Assistant Director shall give written notice summarizing the problem and the positions of the parties involved to the superintendent of the district involved and to the President of the Board of Directors. The Director and/or Assistant Director shall make the matter a part of the agenda at the next meeting of the Board of Directors.

ARTICLE 2

A. Grievance Procedure Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Definitions:

- A. A "grievance" is defined as a complaint by any teacher or teachers which is claimed or considered to be a violation, misinterpretation, or misapplication of written personnel policies of the Board or the negotiated agreement.
- B. This procedure shall not be applicable in any situation where the Board is without authority to take the action sought or to remedy a complaint where the matter complained of is not covered by this agreement.
- C. Nothing contained in this procedure will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration or the Association, provided the resolution is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such resolution.
- D. Any matter reserved solely to the discretion of the Board by the statutes of the State of Kansas, and, by the terms of this Article, is not a grievance and will not be interpreted as such.
- E. Any grievance not presented by the individual within the time limitations shall be deemed settled on the basis of the decision which was not appealed and shall not be further appealed or filed as a new grievance. Time limits in the appeal steps may be extended by mutual consent of the parties.
- F. For purposes of this agreement, "working days" shall be defined as days on which the Interlocal Office is open.
- G. The teacher may be represented at any step in the procedures by any person or persons of the teacher's choice.

3. Procedures:

- A. (Step 1) A teacher with a grievance will first discuss his/her alleged complaint with his/her building principal and/or Director of Interlocal #619 with the objective of resolving the matter informally. The informal discussion must occur within 10 days after the teacher knew of the grievance.
- B. (Step 2) If the grievance has not been settled, it must be submitted in writing to the Director within ten (10) working days from the date of the step one conference. The parties shall meet to attempt to settle the grievance within five (5) working days of the filing with the Director. The Director shall respond to the grievance in writing within five (5) working days.
- C. (Step 3) If the grievance has not been settled within twenty-five (25) working days from the date of the step two conferences, the grievance may submit the grievance to the Board of Interlocal #619. If the grievance is submitted to the Board, it must be filed with the Clerk of the Board within (30) working days from the date of the step two conference.
- D. (Step 4) The Board of Directors will hear the grievance at the next regular Board meeting following the filing of the alleged grievance with the Clerk of the Board. The Board will make a decision on the grievance no later than the next Board meeting following the Board meeting at which the grievance is heard. The decision of the Board shall be conveyed in writing to the grievant by the Clerk of the Board within five (5) working days of the time such a decision is made.

4. Miscellaneous

- A. No reprisals of any kind shall be taken by the Board of Directors or by any member of the Administration against a grievant, a grievance witness, or other individuals involved in the processing of the grievance.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the party (parties) involved in the processing of the grievance.

ARTICLE 3

Duty Hours

1. The contract year for Interlocal #619 teachers whose primary duties are in one assigned building in a member district shall be the contract year, plus two (2) days, of the contract year of those teachers under contract with the local district to which the Interlocal #619 teachers are assigned. Teachers who are new to the Interlocal will work an additional day for orientation to the Interlocal's requirements and procedures.

The contract year for the Interlocal #619 teachers assigned as itinerant shall be 184 duty days which includes the 619 beginning of the year inservice.

The Director shall have the right to extend the contract of any teacher beyond the duty days specified above. Pay for such time shall be in accordance with the provision of Article 12, paragraph 1, part A. The days in each contract year shall be specified in each teacher's individual contract.

2. Teachers with itinerant duties shall be on duty eight hours (the eight hours include the time required to travel from their base school to and from other assigned schools; and to include lunch time). Specific times for reporting to work and leaving work shall be set by the Director of the Interlocal. Base school shall be determined by the Director after meeting with the teacher relative to this assignment.
3. The contract day for Interlocal #619 teachers whose primary duties are in one assigned building in a member district, Sumner County Academy, or low incidence program shall be the contract day as set for their building.
4. The length of time for lunch shall be that time allotted by the building in which the teacher is working.
5. Extra Duty Hours extend beyond the regular teaching day. These duties consist of serving on school based committees and/or working with Special Olympics.

If the teacher is uncertain an activity will meet the requirement for extra duty pay, the teacher should visit with the Director prior to the event.

- A. The teacher will be paid at the same rate of the district which assigns the duties.
- B. For extra duties assigned by District 619, the teachers will be paid at an hourly rate calculated by Column 1, Step 1 on the Salary Schedule.

C. A teacher who receives payment for extra duty hours assigned through another district is not eligible for extra duty pay by the interlocal for these same duty hours.

6. Per diem: Any teacher whose assignment exceeds the regular work year shall be additionally compensated as follows:

A. If a teacher works more than his or her contracted duty day (excluding extended school year) the teacher's per diem rate will be calculated and multiplied times the number of days or number of hours worked above the contracted days.

B. If a teacher is required to attend a workshop outside the work day/week or during the summer, workshop attendance only shall be reimbursed at per diem rate.

7. Planning Time

Each teacher will be provided the equivalent planning time as the local district teachers of the district assigned to. Each Itinerant and Sumner County Academy/low incidence program teacher will be provided a minimum of 225 minutes a week planning time or an average of 45 minutes a day.

8. End of Quarter Work Time

Teachers are entitled to the equivalent of a full work day just before the end of each quarter to have adequate time to do paperwork, update IEPs, sending out progress reports to parents, grades, etc. Teachers will be responsible to work the details out with their administrators to secure an unencumbered time if there is not designated work time within the district.

9. ESY will be calculated as follows:

A. 1 hour of paid planning time for every 7 hours of instruction time, rounded up to the nearest whole hour.

B. Base pay plus supplemental of each teacher divided by the number of duty days specified for the teacher contract, divided by 8 hours multiplied by number of hours worked

ARTICLE 4

Mileage Reimbursement

1. Mileage Rate

Subject to approval by the Board of Directors, reimbursement for the actual travel of special teachers in connection with duties in providing special education or related services for exceptional children, mileage will not be paid to travel to your base school at the beginning of the day or to home at the end of the day; however, when not required to travel to your base school, mileage will be paid to and from home. Reimbursement shall be based on the board-approved mileage logs and shall be submitted to the Interlocal Clerk by the 10th of each month to be considered by the board for payment at the next regular board meeting. Mileage will be paid out at the Federal Reimbursement Rate as given by KSDE annually as of January 1.

ARTICLE 5

Evaluations

Early in the school year, the Director of the Interlocal shall discuss teacher evaluation objectives, procedures, and the evaluation instruments with all teachers. Evaluations shall be done by the Director, Assistant Director of the Interlocal and/or the principal of each building where the teacher works. Evaluation and conferences with the teachers shall be arranged according to the following schedules:

First year teachers - no later than the 60th student school day of each semester.

Second year teacher - no later than the 60th student school day of each semester.

Third and Fourth year teachers - at least once each year by February 15th.

Fifth year teachers and beyond - at least every three years by February 15th.

Teachers who have changed fields or who transferred to another building - may be evaluated at least once each year for three years.

A teacher whose work is less than satisfactory is evaluated at least annually as long as the work remains less than satisfactory. Teachers, whose work becomes marginal during the current year, are evaluated at least annually. These teachers may be placed on a Plan of Assistance and given help in order to help correct or eliminate deficiencies.

These are the minimum evaluations required. More frequent evaluations may be made if requested by the Board of Directors, administrators, the teacher, or at the discretion of the Director of the Interlocal.

The evaluation report shall be reviewed with the teacher by the evaluator within thirty (30) working days of the completion of classroom visitations upon which the evaluation report is based. The teacher evaluation report shall be signed by the evaluator and the teacher acknowledging only that the evaluation conference was held and that the teacher is aware of the contents of the evaluation. The teacher shall have a right to attach a written statement to the evaluation report concerning any item in the evaluation with which the teacher disagrees.

In general, all monitoring or observation of the performance of a teacher shall be conducted openly.

Adoption of KEEP (KEEP2) began in 2013-2014 school year for classroom instructional staff. Materials may be found at <http://www.ksde.org/Default.aspx?tabid=4400>

ARTICLE 6

Complaints Against Teachers

1. Any complaint(s) regarding a teacher made to the administration by any parent, student, or other person which are of a serious or significant nature shall be promptly called to the attention of the teacher. A serious complaint shall be one which may be used to evaluate the work performance of the teacher.
2. No disciplinary action shall be taken against any teacher on the basis of complaint by a parent, student, or other person before a conference is held between the teacher and the supervisor contemplating the action.
3. If a complaint regarding a teacher is not called to the attention of the teacher within thirty (30) days of receipt by administrators, such complaint will not be used in disciplinary actions, dismissal, or nonrenewal.

ARTICLE 7

Disciplinary Action Taken Against Teachers

1. It is agreed by both parties that informal disciplinary actions are the first steps taken in constructive discipline; and are to be taken by Administrators in situations of a minor nature involving a minor violation of a rule, regulation, or safety practice. Disciplinary actions will be taken in a fair and equitable manner.
2. The Board agrees that information concerning proposed disciplinary actions is privileged information. The teacher may divulge such information to consult with or to obtain representation from the Association. Should the Board take disciplinary action against a teacher, such action shall become public as required by state statutes.
3. Formal disciplinary actions will be conducted in private when possible. The specific incident shall be cited, and the teacher shall be permitted to respond to the proposed disciplinary action.

Formal disciplinary actions will be a written reprimand, notice of probation, suspension, or other action which shall be included in the teacher's personnel file. The teacher shall be advised that he/she has the right to respond and that any response shall be attached to the written reprimand, notice of probation, suspension or other action.

4. The teacher has the right to be represented by counsel at any disciplinary hearing before the Board of Directors or with the Director of the Interlocal.

ARTICLE 8

Teachers Personnel File

1. Teacher Access

The teacher's personnel file, except letters of recommendation which are indicated to be confidential and other documents such as teacher credentials which are confidential or to which the teacher has waived the right of inspection, will be open to the teacher during working hours. Any other person may inspect the teacher's file provided the teacher has provided the Director with written authorization.

2. Responses to Items in the Teacher's File

The teacher may respond in writing to any item in the file. Such written response shall become and remain a part of the file so long as the material responded to remains a part of the file.

3. Right to Reproduce Contents

The teacher shall have the right to reproduce any contents of his or her file except any confidential items or items to which the teacher has waived the right of inspection. Any copying must be done at the location where the file is stored. Normal cost of copying shall be borne by the teacher.

4. Removal of File Contents

Any reprimand or evaluation which is in excess of five years old will be removed from the personnel file.

ARTICLE 9

Leave

1. Personal Time Off - (PTO)

A. Allotted Days

Each full-time teacher shall start each school year with twelve (12) full days of personal time off with full pay. Any days not used within the calendar year will be converted into accumulated sick leave, to a total of seventy (70) days. The seventy (70) days maximum accumulation shall not include the twelve (12) days added each year so that the maximum sick leave available to a teacher in any year shall be eighty-two (82) days, plus available days in the sick leave bank, providing the teacher is eligible to use the sick leave bank.

The Director of Special Education must approve PTO of more than five (5) consecutive days.

Personal time off will be given to teachers who teach ESY. Full time teachers will be given one (1) day per month, part time will be given ½ day per month.

B. Use of PTO

Up to five days per year of personal sick leave can be utilized prior to PTO use when sick. After the five days are used, additional sick days will require a doctor's note. If a doctor's note is not provided, PTO hours will be used. The accumulated sick days are only available as "sick" days.

C. Use of Sick Leave

The sick leave policy will include absences for the teacher's illness and for the death or illness of a family member.

D. Physicians Permit

The Board of Directors reserves the right to require a physician's permit any time they feel the sick leave is being abused.

2. Sick Leave Bank

The sick leave bank will be established by September 1 of each school year for all teachers who are employed 0.6 FTE or greater.

All teachers who wish to may contribute one (1) day for the first five (5) years of continuous employment. After five (5) days are contributed, the teacher is vested and does not contribute further unless the pool is below 125 days on September 1. If days fall below 125 days at any time during the year, all teachers that wish to remain eligible, will contribute an additional day the following September 1. No more than 175 days may be accumulated by the bank with the exception of donations by teachers new to the bank. Upon retirement / departure from 619 employment, teachers may donate unused days to the sick leave bank to replenish the bank not to exceed 175 days.

Teachers may apply for the use of the bank under the following conditions:

- A. The teacher must be vested or have contributed one day of his/her sick leave to the bank by September 1 of the year the teacher applies for use of the sick leave bank.
- B. The teacher must have used all of his/her accumulated sick leave.
- C. An application requesting a withdrawal of days from the Sick Leave Bank must be filed in the Interlocal Office.
- D. The days drawn from the bank may be used for the personal illness of the teacher or the illness of a member of the immediate family. For purposes of this provision, the immediate family shall include the employee's father, mother, husband, wife, or child. A statement from a doctor may be required.
- E. Each contributor to the sick leave bank shall be entitled to withdraw days as follows: full-time contributor – 5 days; 0.8 FTE contributor – 4 days; and 0.6 FTE contributor – 3 days.
- F. Should the need arise; an application can be made to the Sick Leave Bank for additional days for a catastrophic illness or non-elective surgery of the teacher or a family member. Guidelines for withdrawal application are as follows: full-time contributor – 20 days; 0.8 FTE contributor – 16 days; and 0.6 FTE contributor – 12 days. It is the teacher's responsibility to justify the need for catastrophic leave due to the illness/non-elective surgery of a family member and to include this justification in the request for additional days. The request may or may not be approved by the advisory council. A physician's statement verifying the need for the employee, due to his/her illness to be off work must accompany the request.

- G. The Advisory Council (comprised of one teacher per district, a Sumner County Academy representative, an itinerant representative, an Interlocal #619 office representative, and the director/assistant director) shall review the application and award days accordingly. The council shall report these days to the Interlocal #619 Board Clerk who shall keep track of all sick leave bank days.
- H. Denial of the application to withdraw days from the Sick Leave Bank may be appealed to an Appeal Committee consisting of all teachers who contributed to the Sick Leave Bank that year. Two-thirds (2/3) of the members must vote, or the teacher wins appeal by default. The recommendation of the Appeal Committee would then be final.
- I. Following May 30th and before June 8th, a teacher may contribute to the Sick Leave Bank any number of sick leave days he/she has accumulated in excess of seventy (70) days. Days contributed to the Sick Leave Bank will not be paid for as reimbursement of excess leave as stated in Article 9, number 4, "Accumulation of Leave".

3. Accumulation of Leave

Teachers may accumulate twelve (12) days per year of leave, to a maximum of seventy (70) days. Once the maximum of seventy (70) days is attained, the employee will receive \$40 per day for each day in excess of seventy (70) days which have been accumulated. Reimbursement for excess leave will be made in June of the year that the excess days are accumulated.

4. Excessive Use of Leave

Any teacher who uses leave in excess of their allotted yearly number of days may be subject to a review by the Board of Directors and such review may result in actions being recommended by the Board.

5. Funeral Leave

Three days of funeral leave will be granted for a teacher's attendance at the funeral of a family member which shall include the father, mother, brother, sister, spouse, children, or other relatives. Under these conditions, no deduction will be made from sick leave. Any additional funeral leave needed for a family member may be deducted from sick leave upon approval of the Director of the Interlocal. Two days of funeral leave will be granted for a teacher's attendance at the funerals of persons other than family members upon approval of the Director with no deduction from sick leave.

6. Professional Leave

A. Workshops and Inservices

When a teacher wishes to attend a workshop or inservice or classroom visitation, the teacher shall submit the completed Professional Leave Request Form to the building principal (itinerant teachers shall submit this form to the Director) for approval prior to submission to the Professional Development Council. The teacher should then submit the request according to the guidelines detailed in the Interlocal's Professional Development Plan.

The Professional Development Council (PDC) will review to determine if the request for workshop registration and accompanying expenses is approved. The total amount available for all staff development will be the amount budgeted in the 02 Staff Development Fund.

The Director may request a teacher attend a workshop. All expenses related to that workshop will not be paid from the teacher's individual professional development allocation.

B. Out-of-State Inservices

All workshops, inservices, and other such activities requiring travel out of state (with the exception of the Kansas City Metropolitan area) must have final approval by the Board of Directors if the teacher is requesting payment of fees, reimbursement of approved expenses or paid professional leave. The Professional Development Council must approve the request prior to it being presented to the Board of Directors at a regularly scheduled meeting.

C. Reimbursement for Inservices

The Interlocal will reimburse expenses that have been approved by the PDC. Receipts for out-of-pocket expenses must be presented with the reimbursement request. Mileage will be paid from the teacher's home or "base school", whichever is closer to the meeting or to a central location for carpooling.

7. Legal Leave

Teachers may use PTO for legal matters. In the absence of PTO, the teacher may apply to the Director of the Interlocal for the use of any other accumulated leave days for following legal matters:

1. Subpoenas
2. Personal lawsuits
3. Tax issues
4. Divorce actions
5. Such other legal matters which the teacher cannot reasonably conclude on other than the teacher's contracted working day.

When a teacher is served a subpoena relating to school business, the Director shall grant leave with pay and no other leave will be charged for such time off.

6. Jury Duty Leave

Should the courts schedule teachers for jury duty which requires that teachers be absent from their duties to Interlocal #619, then said teachers will be paid their regular salary.

The teacher shall keep all money received for jury duty.

7. Sumner County Special Education Teacher Association Leave

Sumner County Special Education Teacher Association shall be provided four (4) days leave to be used by the professional educators who are officers or agents of the Sumner County Special Education Teacher Association. The Sumner County Education Teacher Association agrees to notify the administration in writing no less than 48 hours (if possible) in advance of taking such leave. Sumner County Special Education Teacher Association will reimburse the district for the cost of the substitute. These days are separate leave days and shall not be charged as any other leave.

8. Extended Leaves

Teachers may be granted extended leave without pay by the Board of Directors. Teachers may apply for extended leave by submitting a written request to the Director, stating the reason for said leave and the desired beginning and ending date of the leave. Approval of the leave, and the

leave dates, shall be determined by the Board in its sole discretion. Upon return from extended leave, the teacher shall be entitled to a similar leave.

If such leave is granted by the Board of Directors, the teachers shall retain all accumulated rights under the memorandum of agreement, but will not gain any accumulated rights while on leave.

Should the teacher fail to return to his or her position at the designated time, the Board may extend the leave on a written request by the teacher or terminate the teacher's right to employment under this Article.

9. Other Leaves -

If the need arises, the teacher is encouraged to talk with the Director about alternatives to the criteria for use of leave that is spelled out in this agreement.

In the event a teacher takes leave which is not covered by the aforementioned leave provision or which has not been approved in writing by the Director, such leave shall result in a salary reduction and may result in disciplinary action, including termination.

10. Resignation Prior to Contract End Date

According to K.S.A. 72-5411, teachers shall be declared under contract for the next teaching year unless a resignation is submitted on or before 14 days after the third Friday in May of the current school year or, if applicable, not later than 15 days after final action is taken by the board of education upon termination of professional negotiation absent a binding agreement under article 54 of chapter 72 of Kansas Statutes Annotated, whichever is the later date. New teachers coming into the district shall be deemed under contract after approval of a signed individual contract by the Board of Education.

1. Requests for a release from contract made after the deadline established above shall be subject to a case-by-case review by the Board of Education. In those cases where a release is granted, the IBB agrees that those teachers wanting released from their contract for any reason other than physician-certified medical disability shall pay to the Board liquidated damages as follows:

a. If the teacher resigns after 14 days following the third Friday in May and on or before June 30, the parties agree that liquidated damages shall be in the amount of \$750.00.

b. If the teacher resigns after June 30 and on or before August 1, the parties agree that liquidated damages shall be in the amount of \$1,500.00.

c. If the teacher resigns after August 1, and before the first contract day, the parties agree that liquidated damages shall be in the amount of \$3,000.00.

d. If the teacher resigns after the first contract day, the parties agree that the liquidated damages shall be in the amount of \$4,000.

2. It is further agreed that the amount of liquidated damages shall be paid by the teacher to the Board of Education prior to the Board granting a release from contract, unless the Board owes the teacher additional salary amounts, in which case the teacher consents and agrees to the deduction of the amount of the liquidated damages from the amount owed to the teacher by the Board.

3. An individual may appeal to the appeals board. This appeal must be in writing within five working days after notification of damages due. The appeals board is composed of five members. Two licensed teachers will be appointed by the executive committee of the IBB; two board members will be appointed by the BOE and one administrator selected by these four. The decision made by the appeals board will be binding.

ARTICLE 10

Reduction in Force

In the event the Board determines the size of the teaching staff must be reduced, the following guidelines shall be observed in reducing the number of teaching positions:

1. To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the Interlocal to meet the Interlocal's educational goals.
2. Teachers shall be selected for termination in the following order:
 - A. The greatest possible reduction in teaching staff shall be accomplished through attrition.
 - B. Probationary teachers will be non-renewed before any non-probationary teachers are considered for termination.
 - C. Teachers who have been notified through the established procedures that they are on probation.
 - D. Teachers who, by state certification standards, are only provisionally certified in their assigned teaching positions.
 - E. Teachers who, according to their two most recent evaluations, are performing their responsibilities in the least effective manner.
 - F. For the remaining teachers within the specified group, selection will be based on length of service during current employment at Sumner County Educational Services, Interlocal #619, dating since the first day of duty.
3. The administration shall provide to any teacher who is to be recommended for termination a notification in writing, no later than May 1 proceeding each school year. Such notice shall include:
 - A. The basis for the initial decision for teaching staff reduction.
 - B. A copy of this article.
 - C. Notice to the individual teacher of an opportunity to respond.
4. The teacher's right shall include:

- A. Any teacher who has been so terminated shall no longer be considered an employee of the District and shall have no employee rights or benefits other than those covered in this Article.
 - B. Any teacher who has been so terminated may retain membership to the Board health insurance group for the period of time required by state and federal regulations. However, the teacher shall make arrangements for payment of premiums with the Interlocal Office.
5. Recall procedures are as follows:
- A. It is the responsibility of the listed terminated teachers to keep the Interlocal Office informed of their current address and any changes in teaching qualifications. After implementing such a reduction procedure, the list of names of terminated teachers shall be maintained for two (2) years.
 - B. Any teacher who has been terminated shall be notified of vacancies for which they are certified for a two (2) year period. Any teacher terminated under the length of service provision (Number 2, Item F) shall have recall rights to any position for which the teacher is certified and shall be recalled of available positions in reverse order of layoff.
 - C. Any teacher who resigns upon request for reasons of staff reduction or is terminated in accordance with this article shall be accorded the recall rights provided herein for a period of two (2) years unless specifically waived in writing.
 - D. If a teacher named on the list waives recall rights in writing, fails to accept recall to a position for which he/she is qualified, fails to respond within fifteen (15) days to a recall notice sent to the latest address which the teacher has furnished to the Interlocal Office, or fails to report for duty in the accepted position, the name of such teacher shall be removed from the list and such teacher shall have no further recall rights.
 - E. Any teacher who is recalled shall regain all employment benefits to which he/she was entitled at the time of termination. If he/she has been employed as a teacher during the period between the time of the reduction in force and the recall, he/she shall be given full experience as if he/she had been continuously employed within the District.
 - F. Any teacher who has been so terminated may apply for employment as a substitute teacher at Interlocal #619.

ARTICLE 11

Association Rights

1. Exclusive Recognition

The Board recognizes the Sumner County Special Education Teacher association as the exclusive and sole representative of all teachers of the recognized bargaining unit for the purpose of professional negotiations.

2. Access to Information

The Board agrees to furnish the Association, upon request, all available public information. Such information shall be provided or made available within a reasonable time and only in the form available.

3. Board Agenda

The Association has the right to request items to be placed on the Board agenda. Such requests shall be handled consistent with Board policies and procedures on Board agendas.

4. Use of Facilities, Equipment, Bulletin Boards, and Mailboxes

The Association shall have the right to reasonable access to facilities and the use of equipment owned by the Interlocal.

The individual using such equipment shall be responsible for repair or replacement costs beyond normal wear and tear if the equipment is damaged, stolen, or lost. The Association shall pay for the reasonable cost of all material and supplies incident to such use, and all telephone charges which are the result of Association calls.

The Association shall have the right to reasonable use of facilities, equipment, bulletin boards, and mailboxes owned by the Interlocal, providing such use does not interfere with use by Interlocal #619. Additionally, the Association shall have reasonable access to facilities, equipment, bulletin boards, and mailboxes owned by the school districts which comprise the Interlocal subject to the provisions and approval of the local district.

5. Payroll Dues Deduction

Interlocal #619 will provide payroll dues deduction for members of the Sumner County Special Education Teacher association.

ARTICLE 12

Salary

2023/2024 Salary Schedule											
Years - Steps		BS	BS+12	BS+24	BS+36	MS	MS+12	MS+24	MS+36	MS+48	MS+60/SP
0	1	\$41,500	\$41,900	\$42,300	\$42,700	\$47,200	\$47,700	\$48,400	\$48,900	\$50,200	\$50,700
1	2	\$41,900	\$42,300	\$43,700	\$43,100	\$47,600	\$48,100	\$48,800	\$49,300	\$50,600	\$51,100
2	3	\$42,300	\$42,700	\$43,100	\$43,500	\$48,000	\$48,500	\$49,200	\$49,700	\$51,000	\$51,500
3	4	\$42,700	\$43,100	\$43,500	\$43,900	\$48,400	\$48,900	\$49,600	\$50,100	\$51,400	\$51,900
4	5	\$43,100	\$43,500	\$43,900	\$44,300	\$48,800	\$49,300	\$50,000	\$50,500	\$51,800	\$52,300
5	6	\$43,500	\$43,900	\$44,300	\$44,700	\$49,200	\$49,700	\$50,400	\$50,900	\$52,200	\$52,700
6	7	\$43,900	\$44,300	\$44,700	\$45,100	\$49,600	\$50,100	\$50,800	\$51,300	\$52,600	\$53,100
7	8	\$44,300	\$44,700	\$45,100	\$45,500	\$50,000	\$50,500	\$51,200	\$51,700	\$53,000	\$53,500
8	9	\$44,700	\$45,100	\$45,500	\$45,900	\$50,400	\$50,900	\$51,600	\$52,100	\$53,400	\$53,900
9	10	\$45,100	\$45,500	\$45,900	\$46,300	\$50,800	\$51,300	\$52,000	\$52,500	\$53,800	\$54,300
10	11		\$45,900	\$46,300	\$46,700	\$51,200	\$51,700	\$52,400	\$52,900	\$54,200	\$54,700
11	12		\$46,300	\$46,700	\$47,100	\$51,600	\$52,100	\$52,800	\$53,300	\$54,600	\$55,100
12	13		\$46,700	\$47,100	\$47,500	\$52,000	\$52,500	\$53,200	\$53,700	\$55,000	\$55,500
13	14			\$47,500	\$47,900	\$52,400	\$52,900	\$53,600	\$54,100	\$55,400	\$55,900
14	15			\$47,900	\$48,300	\$52,800	\$53,300	\$54,000	\$54,500	\$55,800	\$56,300
15	16			\$48,300	\$48,700	\$53,200	\$53,700	\$54,400	\$54,900	\$56,200	\$56,700
16	17				\$49,100	\$53,600	\$54,100	\$54,800	\$55,300	\$56,600	\$57,100
17	18				\$49,500	\$54,000	\$54,500	\$55,200	\$55,700	\$57,000	\$57,500
18	19					\$54,400	\$54,900	\$55,600	\$56,100	\$57,400	\$57,900
19	20					\$54,800	\$55,300	\$56,000	\$56,500	\$57,800	\$58,300
20	21					\$55,200	\$55,700	\$56,400	\$56,900	\$58,200	\$58,700
21	22					\$55,600	\$56,100	\$56,800	\$57,300	\$58,600	\$59,100
							↓	↓	↓	↓	↓

1. The salary schedule is based on the regular school calendar and the normal teaching load as set forth in this agreement. Any teacher whose assignment exceeds the regular work year shall be additionally compensated as follows:
 - A. If a teacher works more than his or her contracted duty day (excluding ESY) the teacher's per diem rate will be calculated and multiplied times

the number of days, or fractional part days, worked above the contracted days.

- B. Teachers may request compensation for work requested by the Director during vacation times. The request shall be submitted to the Director with final approval to be made by the Board of Directors.

2. Supplemental Pay

- A. Teachers assigned full-time to Multiple Disabilities, Intellectually Disabled, and Functional classrooms shall be reimbursed \$3,113 above the salary schedule.
- B. Teachers assigned full-time to Emotional Disability Classrooms, or full time at the Alternative School, shall be reimbursed \$3,113 above the salary schedule.
- C. Teachers assigned to IRC classrooms with a minimum of 18 students, shall be reimbursed \$3,113 above the salary schedule, if 50 percent of the students are identified as having an Emotional Disability and are receiving direct services within the IRC classroom.
- D. Licensed Speech Clinicians and/or licensed audiologists who are assigned full-time to the Interlocal shall be reimbursed \$3,735 per year above the salary schedule.
- E. School Psychologists shall be reimbursed \$3,652 per year above the salary schedule.
- F. Occupational Therapist and Physical Therapist who are assigned full-time to the Interlocal shall be reimbursed \$3,735 per year above the salary schedule.
- G. Teacher of the Hearing Impaired or Teacher of the Visually Impaired who is assigned full-time to the Interlocal shall be reimbursed \$3,652 per year above the salary schedule.
- H. Based on the BOE approved staffing model, a certified staff member(s) that covers the load of an unfilled position will receive a supplemental amount of \$100 per a contract day for the school year or until a teacher is hired for the position being covered.
- I. For part-time teachers, additional pay will be prorated based upon the teachers' FTE (Full Time Equivalency).

K. No one may receive the \$3,000/\$3,500 addition under more than one of the above listed sections unless approved by the board.

L. Professional Development Council members shall be paid to fulfill their responsibilities on the council as follows:

- Chairperson and Vice-Person shall receive \$250.00 per year.
- Other council members shall receive \$200.00 per year.

This pay shall be divided evenly over the pay periods for the fiscal year.

M. Certified Staff shall receive longevity pay for completing services as follows. The amounts below will be paid in one lump sum at the completion of the given years in the employee's June paycheck.

- 10 consecutive years-\$500.00
- 15 consecutive years-\$700.00
- 20 consecutive years-\$900.00
- 25 consecutive years-\$1200.00
- 30 consecutive years-\$1500.00

3. Movement on the Salary Schedule

A. Teachers may move only one step on the experience schedule in any contract year. Upon completing the requirements for a column, the teacher shall move to that column for the next contract year. Commencing in the 2000-2001 school year, no teacher shall advance to the BS+48 column. Teachers whose placement is on the BS+48 column prior to the 2000-2001 school year shall be allowed to remain on the Masters column, unless the teacher is entitled to horizontal advancement under Article 12, section 3.

B. March 20th is the deadline for submission of anticipated movement for college credit on the salary schedule for the following school year. It is the responsibility of each teacher to submit the anticipated movement form to the Board Clerk on or before March 20th. If the Board Clerk has not received the anticipated movement form by March 20th, it shall be at the discretion of the Board of Directors whether to grant the movement for the upcoming year.

J. Teacher must submit the Personnel Journal Report and provide the official transcript to the Board Clerk on or before October 1 of the current contract year.

4. Method of Payment

Each teacher shall be paid on or before the 25th of each month with the first paycheck to be payable on or before September 25th.

In the event the 25th falls on a weekend or a legal holiday, checks will be payable and posted on or before 3:00 p.m. the last working day prior to the weekend or holiday, or mailed one (1) day prior to the date checks are placed in staff mailboxes at the Interlocal's administrative mailboxes.

5. Health Insurance Benefit

In addition to salary, the Board will pay a fringe benefit of \$400 per month, or the cost of the district's single health benefit, whichever is less, for certified teachers as required by Federal Law. The fringe benefit must be applied to the purchase of group health insurance benefits in the Interlocal's group health insurance plan and shall not be taken as cash or any other benefit. All Board-paid fringe benefits shall terminate on the date the teacher's employment with the district ceases.

6. Dental Insurance

In addition to salary, the Board will pay a fringe benefit of \$16 per month, or the cost of the district's single dental benefit, whichever is less, for full-time certified teachers. The fringe benefit must be applied to the purchase of dental insurance benefits in the Interlocal's dental insurance plan and shall not be taken as cash or any other benefit. All Board-paid fringe benefits shall terminate on the date the teacher's employment with the district ceases.

7. Vision Insurance

In addition to salary, the Board will pay a fringe benefit of \$7 per month, or the cost of the district's single vision benefit, whichever is less, for full-time certified teachers. The fringe benefit must be applied to the purchase of vision insurance benefits in the Interlocal's vision insurance plan and shall not be taken as cash or any other benefit. All Board-paid fringe benefits shall terminate on the date the teacher's employment with the district ceases.

ARTICLE 14

Vacancies

Teaching vacancies occurring during the year and/or for the coming year will be posted at www.educatekansas.org.

ARTICLE 15

Savings Clause

If any provision of this agreement or any application of the agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 16

Duration Clause

This agreement shall be in effect from July 1, 2023 through June 30, 2024.

Salary Reopener

Based on mutual agreement of Sumner County Board of Directors and Sumner County Special Education Teacher Association agree to the reopening of negotiations and permit amendments to appropriate sections of the negotiated agreement whenever state and/or federal funds over and above those previously anticipated for the current budget year have been appropriated.

ARTICLE 17

Ratification of the Agreement

This Board of Education of Sumner County Educational Services, Interlocal, District #619 and Sumner County Special Education Teachers' Association, the duly recognized bargaining agent of the teachers employed in the district, hereby to the conditions contained within this negotiated agreement and certifies that the agreement has been duly ratified by the bodies we represent.

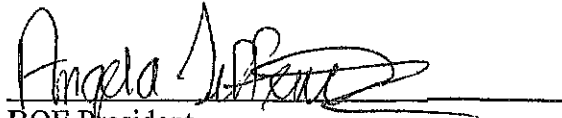


Chief Negotiator
Sumner County Educational Services Interlocal

6-26-2023
Date



Chief Negotiator
Sumner County Special Education
Teachers' Association



BOE President
Sumner County Educational Services Interlocal,
District 619