

# **Negotiated Agreement**

For the 2023-2024 School Year

Between the

**East Central Kansas Cooperative  
in Education Board of Education, USD 614**

and the

**National Education Association #614**

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# ARTICLE I: GENERAL PROVISIONS

## Section A: Duration of Agreement

1. This Agreement shall become effective upon ratification by the Board and the members of the negotiating unit in accordance with the provisions of the Professional Negotiation Act, K.S.A. 72-2218, et seq., and shall remain in full force and effect until June 30, 2024.

2. All articles of this Agreement shall continue in full force and effect 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 of this Agreement.

## Section B: Savings clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and Association shall immediately enter into negotiation to replace any provision found to be contrary to law.

## Section C: Definitions

Unless specifically stated otherwise, the following definitions will be used throughout the Agreement:

Aggrieved Person- The person, or persons, filing a grievance.

Agreement- The Negotiated Agreement between the National Education

Association #614 and the Board of the East Central Kansas Cooperative in Education.

Association- The National Education Association #614. Board- The Board of Education of the East Central Kansas Cooperative in Education.

Cooperative- The East Central Kansas Cooperative in Education.

Days- Working days. On days outside of the contract year, day shall mean any day the Cooperative office is open for business.

Director- The Special Education Director of the East Central Kansas Cooperative in Education or his/her designee.

Employee- Members of the bargaining unit employed by the East Central Kansas Cooperative in Education. The bargaining unit shall consist of all school psychologists, social workers, special education teachers, early childhood special education teachers, extended learning teachers, speech language pathologists, occupational therapists, and transition coordinators who are employed by the East Central Kansas Cooperative in Education and who meet the definition of “Professional Employee” as defined in K.S.A. 72- 2218 (c).

Grievance- A complaint regarding the meaning, interpretation, or application of any provision in this Agreement.

Immediate family- Spouse/partner, parent, step-parent, child, step-child, sibling, son/daughter-in-law, grandparent, grandchild, uncle, aunt, cousin, niece, nephew, or his/her spouse's/partner's above-mentioned immediate family; or other relatives of the professional employee or a professional employee's spouse/partner who reside within the household of the professional employee.

Opening- A vacancy created through resignation or death of a professional employee, extended leave of absence or transfer, or the creation of a new position/program.

Party in Interest- The person, or persons, filing a grievance and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

Seniority- Work experience with the Cooperative. In a situation where experience is non- continuous, the employee's total amount of work experience with the Cooperative shall be considered.

#### **Section D: Form of employee's contract**

This Agreement shall be incorporated by reference into each employee's individual primary contract with the same force and effect as though fully set forth therein. The individual employee's contract can be found in Appendix A of this Agreement.

### **Section E: Distribution of Negotiated Agreement**

This Agreement shall be made available electronically by the Board on the Cooperative's website. The Agreement will be posted on the website within thirty (30) days after the Agreement is ratified by the employees and the Board.

## **ARTICLE II: WORKPLACE CONDITIONS**

### **Section A: Evaluation of employees**

1. Special education teachers and early childhood special education teachers assigned to a single school district will be evaluated using the evaluation procedure delineated in the Negotiated Agreement for employees of that school district.

2. Any employee not included in subsection 1 of this provision will be evaluated using the procedure delineated below.

a. The Director or building administrator will evaluate certified staff, at least twice per year for the first three (3) years of employment and once per year during the fourth year according to K.S.A. 72-2407. After the fourth year of employment, certified staff will be formally evaluated every three (3) years and informally evaluated in intervening years.

b. Informal evaluations shall consist of a brief observation followed by a conference with the Director to draft a professional growth plan. Either the employee or the Director has the option to request more frequent or more formal evaluations.

c. Prior to formal evaluation, the Director or building administrator will contact the employee to schedule a time for observation. Data concerning job performance is gathered from building administrators and the Director. Various forms may be used to gather pertinent data. Additionally, persons being evaluated shall have an opportunity to participate in their evaluations and shall be afforded the opportunity for self-evaluation.

d. Summary evaluation conferences shall be held following the data collection process and observations. The purpose of this conference will be to review the data, to identify areas deserving of commendation and/or in need of remediation, and to plan strategies to address these areas. The evaluation conference summary sheet shall be completed and signed by the employee and the Director.

e. The employee shall be provided a copy of the evaluation summary and may choose to respond to the evaluation in writing in cases where the administrator and

employee have a difference of opinion. Such response will be attached to the summary sheet, which shall be a matter of record and filed as part of the employee's personnel record.

f. Following an evaluation, should the evaluator deem the employee's job performance to be below expectations, the employee and evaluator shall meet in conference to review areas of concern. If the employee believes that an evaluation was made with insufficient information, the employee shall be given the opportunity to present evidence of quality performance. During this conference, the evaluator may a) amend the original document to show that the evaluation is changed or b) proceed with the development of a professional growth plan as indicated below.

g. After the employee/evaluator conference has been held, any employee continuing to perform below expectations shall be required to develop, in cooperation with the evaluator, a professional growth plan. The plan shall include professional goals that are specific, measurable, and specifically address the areas of concern. The plan may include, but not be limited to, peer assistance, visitations to classrooms of other employees, in-service, observations, assistance and/or materials provided by the evaluator.

h. Within thirty (30) school days of the planning conference, a follow-up conference will be held. If sufficient progress has been made on the areas of concern, the evaluator will document such improvement and attach an amendment to the original evaluation noting that the employee has improved in the areas of concern.

i. If sufficient progress is not noted, the employee will continue to work toward improvement in the areas of concern. A Professional Growth Plan may be revised by the employee and evaluator as often as necessary.

j. Evaluations shall be kept on file during the time the individual is employed by the Cooperative.

k. Persons authorized to have access to evaluation documents shall be limited to those provided for in K.S.A. 72-2411.

l. The contract of an employee who has been employed with ECKCE for at least three years shall not be non-renewed on the basis of incompetence unless an evaluation of the employee has been made prior to notice on non-renewal of the contract and unless the evaluation is in substantial compliance with the Board's

policy of personnel evaluation procedure as filed with the State Board of Education.

### **Section B: Mentor program for new employees**

*A mentoring program will be jointly developed and maintained by the Director and employees appointed by the Association. The content of this program will be subject to approval by the Board.*

*Employees newly hired by the Cooperative who have two (2) or less years of previous employment experience in public schools shall be assigned a mentor by the Director during each of their first two (2) years of employment. Employees newly hired by the Cooperative with three (3) or more years of previous employment experience in public schools may be assigned a mentor at the Director's discretion.*

*Mentors and mentees shall be from like job classifications whenever possible. Employees have the right to decline the Director's request to serve as a mentor.*

*Employees serving as a mentor to newly hired employees with two (2) or less years of previous employment experience in public schools shall be compensated \$1,000 per mentee during year one (1) and \$750 during year two (2).*

*Employees serving as a mentor to newly hired employees with three (3) or more years of previous employment experience in public schools shall be compensated \$500 per mentee.*

### **Section C: Posting of Vacancies**

As vacancies arise within the certified staff positions, an email notification, including position title and location, will be sent to staff at least one day prior to the position being posted publicly.



# **ARTICLE III: EMPLOYEE WORK SCHEDULE**

## **Section A: Duty day**

1. The duty day, length of duty free lunch period, and amount of planning time for employees assigned to a single school district will correspond to the provisions delineated in the Negotiated Agreement for employees of that school district.

2. The duty day, length of duty free lunch period, amount of travel time, and amount of planning time for employees assigned to multiple school districts will be determined by school principals and the Cooperative Director with input from the employee. The duty day will include adequate time for the employee to travel safely between buildings, as well as comparable amounts of time for planning and duty-free lunch as that received by employees assigned to a single school building.

3. When determining employee plan time, consideration will be given to provide employees the opportunity to work with paraeducators for the purpose of instructional preparation.

4. Employee attendance at required meetings or other work-related events outside of the regular workday shall occur rarely and only at reasonable times. Meetings or other work-related events shall not be scheduled after school on Fridays or any day immediately preceding any holiday. Meetings or other work-related events shall also not be scheduled on any day upon which employee attendance is not required at school, with the exception of up to two (2) full day in-service days to be held during the school calendar year. These will consist of one (1) full August in-service day. The second day to be completed September 1 - April 30 as small group or individualized in-service specific to student population and teacher needs. Days and/or hourly increments to be set by the director. In addition, new employees are required to attend up to two (2) days of in-service training prior to the start of their first school year.

5. Any employee requested to substitute teach during their planning period will have the ability to decline that assignment. If they accept the assignment, they will be compensated at the individual district rate.

## **Section B: Duty year**

1. The contract year for employees assigned to a single school district will correspond to the contract year delineated in the Negotiated Agreement for employees of that school district. The contract year for employees assigned to multiple school districts will be determined by school principals and the

Cooperative Director with input from the employee, and shall be comparable in length to the contract year worked by employees assigned to a single school district.

2. Any duty day provided for a specific purpose (e.g. collaboration, teacher work day, grade recording day, parent-teacher conferences, in-service, etc.) in the school calendar for employees of a school district will also be granted to employees assigned to that school district.

3. A joint employer - employee in-service committee shall be appointed for the purpose of providing input on the scheduling and content of professional development days, including the beginning of the year orientation session(s). Committee members shall be appointed by the Association and the Director. The committee shall be composed of equal numbers of persons appointed by the Director and the Association.

4. The salary schedule is based upon the regular school calendar as set forth in this provision. Any employee whose assignment exceeds the regular employee work year will be additionally compensated on a per diem basis. The per diem amount will be determined by dividing the total salary by the number of contract days.

## **ARTICLE IV: LEAVE**

### **Section A: Discretionary Leave**

All full time employees shall be entitled to twelve (12) days (96 hours) of discretionary leave during each school year. Part time employees shall receive a prorated leave allotment according to the individual's contracted time.

Discretionary leave can be accumulated to 75 days plus the (12) days of the current year.

Discretionary leave days shall not be used during the first or last two weeks of student contact during the school year, or to extend holiday breaks by more than three (3) days, without prior approval of the Director. Consideration will be given to extenuating/unforeseen circumstances.

Should an employee not use their full allotment of Discretionary Leave by the conclusion of any contract year, they shall inform the Cooperative by April 1 of their intent to either:

- i. allow their unused discretionary days to accumulate in a leave account under the teacher's name, such accumulation not to exceed seventy-five (75) days. This leave account shall be available for the employee's use as discretionary leave should the employee exhaust their annual 12-day allocation. Or,
- ii. receive \$50 per unused day in exchange for returning those unused days to the Cooperative, pursuant to the completion of the employee's contract. Employees with 10 or more years of service to the Cooperative may choose to exchange unused days at a rate of \$100 per day.

When an employee leaves employment with the Cooperative due to retirement through KPERs, resignation after at least 10 years of service to the Cooperative, or death, the employee or the employee's beneficiary will receive compensation for any unused accumulated leave at a rate of \$100 per day.

Any request for maternity or paternity leave shall be approved as discretionary leave. Employees may use discretionary leave for the current year plus any days in their accumulated leave account toward maternity or paternity leave. All remaining will be unpaid days. An extension past seventy-five (75) days may be granted by receipt of a physician's statement of physical disability or complications, which would preclude the staff member from working after the seventy-five day period. The physician's statement will specify the complications barring the employee from working and the projected length of convalescence.

## **Section B: Bereavement Leave**

An employee may use up to three (3) days of paid leave (not charged to Discretionary Leave) on the occasion of a death in the employee's immediate family. Use of Bereavement Leave in excess of three (3) days or for individuals not included in the definition of immediate family shall be charged to Discretionary Leave.

## **Section C: Association Leave:**

At the beginning of every school year, the Association shall be provided with three (3) days of paid leave to be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association. Use of this leave will not be charged to the individual employee's Discretionary Leave. The

Association agrees to notify the Director and building administrator(s) no less than forty-eight (48) hours in advance of taking such leave.

### **Section D: Legal Leave**

Employees shall be granted paid leave as necessary for jury duty or to appear in a court of law as a subpoenaed witness in a case where the employee is not a litigant, not to be charged to the individual employee's Discretionary Leave. Written notification must be made to the Director and building administrator prior to the use of Judicial Leave, and a written statement must be submitted at the completion of the leave.

### **Section E: Professional Improvement Leave**

A maximum of two (2) days per contract year, not to be charged to the individual employee's Discretionary Leave, may be used by each employee for his/her professional improvement. Professional improvement days may be used for any educational purpose at the discretion of the employee. The employee planning to use professional improvement days shall notify the Director and his/her building administrator at least one (1) week in advance of his/her absence.

### **Section F: Sick Leave Pool**

1. A voluntary sick leave pool will be established for use by employees in emergency situations. Access to the sick leave pool is limited to employees who have chosen to participate in the pool and who have exhausted their personal accumulation of leave.
2. The pool will be administered by a committee of employees appointed by the Association. The committee will, with assistance from the Director or his/her designee, maintain an accurate balance of days in the pool.
3. The committee will accept applications throughout the contract school year. The application for sick leave pool use can be found in Appendix B of the Agreement. Verification from the attending physician will be required from each applicant for use of days from the pool. Applications must be received by a committee member by the last teacher work day of the contract year. The committee will consider requests within one (1) week of receipt, and each applicant will be notified in writing of their decision, with a copy to the Director.
4. In an instance of prolonged illness or personal injury, or in a situation where the employee may be incapable of taking such action, anyone acting on the employee's behalf may make an application to the committee to use days from the sick leave pool.

5. Any employee who wishes to take part in the sick leave pool must inform the Association in writing by September 15th of their first contract year of participation that they wish to contribute one day of Personal Leave to the pool. Any day contributed will be deducted from that employee's Personal Leave accumulation.

6. Additional contributions of one (1) day of Sick Leave will be requested of all participating employees at any time the balance of the sick leave pool falls below twenty-five (25) days. Participating employees will have the option of dropping out of the sick leave pool if they don't wish to contribute another day. In the event that a request for an additional contribution is made, participating employees must inform the Association in writing by September 15th if they will continue to participate. Days contributed by an employee become a permanent part of the pool and will remain in the pool upon cessation of employment, or cessation of participation in the sick leave pool. Any days remaining in the pool at the end of the contract year will be carried over.

7. The pool may be used for the employee's serious illness or for a serious illness of an employee's immediate family member. Serious illness is defined to be any illness requiring hospitalization.

8. While the pool does not consider pregnancy itself to be a serious illness, serious complications due to pregnancy will be considered a serious illness. The pool will award a maximum of five (5) days for recovery from an uncomplicated delivery, adoption of a new child, and for fathers of a new child to the family.

9. Applications for days used by an employee to care for a seriously ill family member will have a cap of ten (10) days per incident, but applicants are free to reapply repeatedly as their situation requires.

10. No employee will be able to use more than twenty (20) cumulative days from the pool during any contract year.

11. After an employee has used days from the pool, he/she must donate a Sick Leave day to the pool by September 15th of the ensuing contract year in order to continue their participation in the pool.

## **Section G: Long term leaves of absence**

1. Extended Health Leave: Leave will be allowed as provided in the Family Medical Leave Act.

2. Extended Academic Study Leave: Leaves for full-time study in a college or university may be granted, without pay or increment, to any employee for a period not to exceed one (1) year. Application for leave for Academic Study must be made no later than May 15 before the school year in which the leave is to commence. Upon written application, such leave may be extended for one (1) school year. The request for return to duty by the professional employee must include an official transcript showing evidence of successful completion of a minimum of nine (9) hours of graduate credit for each semester of academic study.

3. Extended Personal Leave: After seven (7) consecutive years with the Cooperative, leave for personal reasons may be granted without pay for a period not to exceed one (1) year. Application for personal leave must be made at least thirty (30) days prior to the effective date of the leave. Upon return from such leave, a professional employee will be assigned to their original position. Should their original position not be available, they will be placed in a position for which they are qualified.

## **ARTICLE V: EMPLOYEE AND ASSOCIATION RIGHTS**

### **Section A: Reduction in Force and reemployment**

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 vacated positions. Should attrition rates not resolve the need, the following criteria will be considered in making further reductions:

- Job performance as determined by administrative evaluations
- Experience in the teaching position/field
- Certification in teaching various levels (K-12) and handicaps (LD, BD, etc.)
- Other items the Board considers to be noteworthy regarding a position

2. Any employee discharged due to a reduction in force shall retain recall rights for a period not to exceed two (2) years from the date of nonrenewal.

3. The Board shall annually provide the Association with a current list of those who have retained recall rights.
4. Employees eligible for recall are required to notify the Cooperative of their current address.
5. No employee will lose his/her recall rights if he/she secures other employment prior to recall.
6. The Director will recommend to the board reinstatement of any employee he/she deems qualified and able to serve the best interests of the Cooperative.
7. Should an employee refuse recall to a position, they will forfeit any future rights to be recalled to employment in the Cooperative.
8. The Association shall have the right to file a grievance if it appears that an individual's recall rights have been violated.

## **Section B: Employee discipline**

1. The parties recognize the right of the administration and the board to discipline its employees. Discipline shall be progressive and shall be for good cause. "Good cause" is defined as any reason put forward by the administration or board in good faith and which is not arbitrary, irrational, or irrelevant to the board's task of building up and maintaining an efficient school system. Disciplinary actions will be commensurate with the infraction. Employees shall not be disciplined or reprimanded in the presence of students, parents, other employees or at public gatherings.
2. Discipline procedures will include, but are not limited to, oral and written warnings and reprimands, suspensions with or without pay, discharge and non-renewal as deemed appropriate by the administrator imposing the discipline.
3. If an employee is to be subject to discipline, the following procedures shall apply:
  - a. The employee shall be provided notice of the proposed discipline and specific cause for the disciplinary action prior to the imposition thereof.

- b. The employee shall have the right to meet with the administrator proposing the disciplinary action.
- c. The employee shall have the right to respond in writing to the proposed discipline.
- d. The employee shall have the right to have a representative assist in the discipline process. However, given the confidential nature of the process, the teacher must provide a written release naming the representative and authorizing such participation.
- e. The employee may grieve failure to follow these procedures.

## **Section C: Complaint procedure**

1. When a complaint is registered against an employee that is deemed serious enough to be reduced to writing and either placed in the teacher's file and/or used in an evaluation, reprimand or any other action, it shall be called to the employee's attention. The employee shall have the opportunity to meet with the administrator investigating the complaint prior to any final determination of action to be taken. The employee shall have the right to respond to complaints in writing.

## **Section D: Grievance procedure**

### **1. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees which may arise from time to time.

### **2. Procedure**

#### **a. Level One**

The aggrieved person shall seek to resolve the grievance informally with his/her principal or other immediate supervisor.

#### **b. Level Two**

i. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after discussion



of the grievance, he/she may file the grievance in writing with the school principal within ten (10) days of the Level One response. The grievance form can be found in Appendix C of this Agreement.

ii. Within five (5) school days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person in an effort to resolve it. The principal shall submit his/her decision in writing to the aggrieved person within five (5) days after the meeting.

c. Level Three

i. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the written grievance within ten (10) days of the Level Two response with the Director or his/her designee.

ii. Within five (5) days after receipt of the written grievance, the Director or his/her designee will meet with the aggrieved person in an effort to resolve it. The Director shall submit his/her decision in writing to the aggrieved person within five (5) days of the meeting.

d. Level Four

i. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may file the written grievance within ten (10) days of the Level Three response with the Board.

ii. Within five (5) days after receipt of the written grievance, the Board will meet with the aggrieved person in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person within five (5) days of the meeting.

3. Miscellaneous. An aggrieved person may request to have a representative of their choosing assist and/or accompany him/her at any level of the grievance procedure.

b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent.

c. In the event 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 during which the Cooperative office is open for business.

d. If the Board or any of its administrative staff do not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy sought.

e. Decisions rendered at Levels Two, Three and Four of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest.

f. When it is necessary to investigate a grievance or attend a grievance meeting or hearing during the school day, the aggrieved employee will, upon notice to the principal or immediate supervisor, be released without loss of pay. Any employee whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right.

g. All documents, communication and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

h. No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation.

## **Section E: Resignation and liquidated damages**

1. If an employee's resignation is submitted between the statutory deadline for resignations set forth in K.S.A. 72-2251 and June 30th, a \$500 penalty will be assessed; between July 1st and July 31st, a \$1,000 penalty will be assessed; between August 1st and August 15th, a \$2,000 penalty will be assessed; and after August 15th a \$4,000 penalty will be assessed. Upon receipt of the appropriate fee, the Board will accept the employee's resignation.

2. The penalties outlined in section A will be waived by the Board if one of the following situations caused the employee's resignation:

a. Relocation of the employee's spouse's job,

b. Illness of an employee or employee's immediate family member,

c. Death of an employee's immediate family member,

d. Reassignment to a different school district that occurs after the statutory deadline for resignations, or

e. Any other circumstance that the Board may deem appropriate.

## **Section F: Personnel files**

### **1. Number of files**

The Cooperative shall maintain two (2) files per employee. One such file will be maintained at the Cooperative office, and the other will be maintained by the principal at the employee's assigned building.

### **2. Open to Employee**

a. All material obtained during the period of employment which is placed in either of the employee's files and which may be used to determine the employee's continued employment or advancement in the school system, shall be available for inspection by the professional employee at all times. At the employee's request, a representative of the Association may inspect the employee's files.

b. Credentials and related papers from employee placement bureaus, which by their own regulations are labeled as "confidential," shall be returned to the bureaus after the employee is hired.

c. Other credentials and confidential references or evaluations obtained from sources outside the school system prior to employment shall be exempted from the inspection. However, the employee shall be provided a list of such items upon request.

### **3. Employee Responses**

An employee shall have the right to respond, in writing, to any material filed subsequent to employment, and the response shall be affixed to the material and placed with it in the employee's file. Additionally, the employee may have any evidence of competence, professionalism, or outstanding performance or service he/she chooses placed in his/her file.

### **4. Right to Reproduce Contents**

The employee and/or his/her representative shall have the right to reproduce any of the contents of his/her file at no charge to the employee or his/her representative.

## 5. Data

There shall be no anonymous data placed in the employee's file. All data placed in an employee's file must be signed by the originator, dated, and presented for review by the employee prior to placement in the employee's file.

## **Section G: Association access**

1. National Education Association #614 is the recognized bargaining agent for professional employees of the East Central Kansas Cooperative in Education, and as such, shall be afforded specific rights that will not be granted any other organization claiming to represent professional employees unless otherwise required by law.

2. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all times provided that classroom activities are not interrupted.

3. The Board agrees to furnish to the Association, upon request, all available information concerning the financial resources of the Cooperative including, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budget requirements and allocations, agenda and minutes of all Board meetings, treasurer's reports, census and membership data, and names of all employees, salaries paid thereto, and educational background and such other information as will assist the Association in developing accurate, informed and constructive programs on behalf of the employees and students, together with information which may be necessary for the Association to assist members of the bargaining unit in processing any grievance or complaint, or to fulfill its responsibilities as exclusive representative.

4. The Board shall provide the Association access to at least one (1) designated bulletin board in each facility. The Association shall have the right to post notices of activities and matters of Association concern on such employee bulletin boards.

5. The Association shall have the use of employee mailboxes, physical or technological, for the dissemination of communication with employees. All bargaining unit members shall have use of Cooperative communication services to communicate with one another or the Association regarding Association business.

6. Association dues deduction:

a. Within fourteen (14) days after receipt of written authorization from the employee, the Board shall commence appropriate deductions from the salary of the employee and make appropriate remittance to the Association for Association dues.

b. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the Board shall deduct one-twelfth (1/12) or appropriate amount of such dues from the regular salary check of the employee each month. Amounts to be deducted shall be supplied the Board through a schedule established by the Association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor Agreements. The Board shall transmit to the Association the total monthly deduction for the professional dues within five (5) days following each regular period with a listing of the employees for whom the deduction was made.

7. The Association shall have the right to use school facilities and equipment without charge. Such equipment shall include, but not be limited to, computers (including e-mail), copy machines, and audio-visual equipment when such equipment is not otherwise in use. The Association shall have the right to use school buildings for meetings without charge.

## **ARTICLE VI: SALARY AND BENEFITS**

### **Section A: Fringe benefits**

1. The Board shall provide a fringe benefit plan that complies with Section 125 of the IRS code.

2. The plan shall provide health, life, salary protection, dental, dependent care, and cancer insurance options, and a tax-deferred annuity program.

3. The Board shall provide the employee with the necessary forms and information to allow the employee an opportunity to take advantage of these benefits at least thirty (30) days before the beginning of each plan year.

4. The Board will pay in addition to salary, a fringe benefit for full-time certified teachers in the amount of \$480 per month to be applied to the cost of the

Cooperative's group health insurance plan. Part-time employees shall receive a prorated benefit payment based upon their contracted amount of time. The benefit amount shall be applied to the group health benefit and carrier as selected by the board. Employees may elect to purchase other benefits or contribute to a tax-deferred annuity through a salary reduction. A joint employer - employee committee shall be appointed to make recommendations to the Board. Committee members shall be appointed by the Association and the Director. The committee shall be composed of equal numbers of persons appointed by the Director and the Association.

5. For those employees choosing a 403B annuity through the ECKCE financial provider, the board shall provide a contribution of up to \$40 per month matching; to a SFR program Mutual Fixed Account. The employee will qualify for enrollment at the time of their employment without a waiting period.

## **Section B: Administration of the salary schedule**

1. The salary schedule can be found in Appendix D of this agreement. Employees shall be placed on the salary schedule based on the number of years of professional experience and any hours or degrees from an accredited college. When the last step on a column is reached, the employee shall receive payment increments of \$200.00 per year under the MS level and \$400 per year for MS or above. Once obtained, employees shall not lose the increments but additional payment increments of \$200 will only be added in years when vertical movement is allowed. Vertical movement on the salary schedule for experience shall be limited to one vertical step per year unless otherwise agreed to during the course of negotiations. Each employee shall file with the Director a copy of all official college transcripts. The official transcripts on record in the Office of the Director shall be the basis for salary schedule placement.

2. Employees may progress across the salary schedule when the hours completed reach the minimum credits for that column. Employees who earn Professional Development Credits and/or Continuing Education Credits shall earn a credit for each twenty (20) points of professional development and/or continuing education. All points awarded by the Professional Development Council will be allowed for salary schedule movement.

3. Employees intending to move across the salary schedule due to advanced education, additional Professional Development Credits, and/or additional

Continuing Education Credits shall inform the Cooperative of their intent to do so by April 15th of each contract year. All credits earned after the employee is employed by the Cooperative shall be filed with the Director no later than September 8 of each school year. In the event an official transcript is not available from a college by that date, the employee may file a letter from the instructor of that institution stating the grade received by the employee and the number of credits earned. Along with this letter the employee will file a copy of the letter requesting an official transcript from the institution. Any change on the salary schedule resulting from these additional credits shall be retroactive to the beginning of the contract year for salary schedule placement purposes.

4. Employees who work less than full time shall be paid a prorated portion of the salary paid for a full time educator with the same education and experience. Employees who work less than full time shall progress on the salary schedule in the same manner as a full-time employee.

## **Section C: Payroll dates**

The last day of each month shall be the designated payday. Should the last day of the month fall on a weekend or a holiday, the workday prior to such date shall be the designated payday. Summer checks are available in one payment or in three monthly checks. Employees who elect to receive their summer checks in a lump sum must notify the Clerk of the Board in writing by April 1. Such payment shall be made no later than June 30. The authorization shall be effective for successive years unless it is revoked in writing by the employee.

## **Section D: Reimbursement for continuing education**

Employees shall be reimbursed for all expenses incurred in the pursuit of in-service, professional development training and college course work, up to a maximum of \$150 per contract year. Such reimbursement shall be made to the employee within thirty (30) days of presentation of receipts to the employer and/or proof of completed training or college credits. The exception to this reimbursement is that if an employee of ECKCE does not possess the requisite endorsement for the population of students to which they are assigned, they may be reimbursed in full for the courses they take to obtain such endorsement. The employee agrees to maintain employment with the district for a minimum of 2 years once the requisite

endorsement has been obtained. Failure to do so will result in the employee reimbursing the interlocal for the amount the employee was compensated for the coursework. This policy will remain in effect for employees beginning their coursework by June of 2024 when the policy will expire unless revisited.

## **Section E: Mileage reimbursement**

Employees required in the course of their work to drive personal automobiles from one school building to another shall receive mileage reimbursement. This reimbursement shall be equal to the IRS standards. The same reimbursement shall be given for use of personal cars for field trips or other business of the Cooperative.

## **Section F: Extended School Year**

Employees hired to provide Extended School Year services will be compensated at a rate of \$35 per hour. In addition, a total of up to four (4) hours of paid preparatory time will be provided to employees prior to or at the conclusion of the time they are expected to begin providing Extended School Year services to students.