# INTERLOCAL #608

# NORTHEAST KANSAS EDUCATION SERVICE CENTER

# NEGOTIATED AGREEMENT 2017-2018

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## ITEM I: ORGANIZATION RECOGNITION

The Board of Education of the Northeast Kansas Education Service Center, referred to in this agreement as the "Board," recognizes the Special Education Teachers' Association - N.E.A. (National Education Association) for the purpose of professional negotiations under K.S.A. 72-5413, et seq., as the exclusive Representative for all full and part-time certified or licensed personnel, excluding administrators, substitutes, occupational therapists, physical therapists, Tiny K, and Parents as Teachers employees contracted by Northeast Kansas Education Service Center. This organization shall be referred to in this agreement as the "Association."

## ITEM II: REFERENCE CLAUSE

SECTION A: The provision set forth in this agreement shall be made a part of the teachers' individual comprehensive contract, with the same force and effect as though fully set forth therein.

SECTION B: This agreement may be altered, changed, added to, deleted from or modified during the period of this agreement only through professional negotiations procedures under K.S.A.72-5413, et seq.

SECTION C: All policies governing employees of the Northeast Kansas Education Service Center shall be governed by rules and regulations set by the Board. Any policy, practice or negotiated agreement in violation of the state and federal laws and/or hearings shall be null and void.

## ITEM III: DURATION OF AGREEMENT

This agreement shall govern the rights, as provided in the agreement, of the Board and the Association during the effective period from July 1, 2017 through June 30, 2018. This agreement, together with all the terms, conditions, and effects thereof (excluding salary, fringe benefits, and expense reimbursement for professional leave days) shall totally expire on June 30, 2018. This agreement shall not be extended orally and it is expressly understood that it shall totally expire on the date indicated. No part of this agreement shall be continued in future agreements unless by mutual consent of the parties reduced to writing and ratified in the manner provided in K.S.A.72-5436, et seq.

## ITEM IV: CERTIFIED EMPLOYEE FILES

SECTION A: All material, including the Northeast Kansas Education Service Center Job Performance Survey Form, placed in the permanent central office files of a certified/licensed employee and originating within the Northeast Kansas Education Service Center and the school districts served within, shall be available for inspection to such certified/licensed teacher upon request during office hours.

SECTION B: Material that is designed to be used for disciplinary action concerning certified/licensed teacher's conduct, service, character or personality will be placed in the certified/licensed teacher file. The certified/licensed teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not indicate agreement with the contents of such material.

SECTION C: The certified/licensed teacher shall have the right to answer in writing, any material filed and his/her answer shall be attached to any material in question. Any attachment will be provided within 60 calendar days of the employee signature date on the material in question.

SECTION D: A certified/licensed teacher may file a written request with the executive director to have material, other than the teacher evaluation forms, removed from the teacher's personnel file. The decision of the executive director shall determine the issue unless the employee appeals the executive director's decision to the Board. The Board's decision shall be final.

## ITEM V: EVALUATION OF PROFESSIONAL EMPLOYEES

SECTION A: It is agreed that all non-itinerant certified/licensed teacher with the Northeast Kansas Education Service Center will be evaluated by Northeast Kansas Education Service Center administration and / or general education administrators employed by the district where the teacher is assigned. A Northeast Kansas Education Service Center special education administrator will evaluate itinerant licensed personnel. The building principals will be asked to assist in evaluations.

SECTION B: Certified/licensed teachers employed by the Service Center shall be formally evaluated a minimum of two times each year during their first two years of service. The first evaluation conference will occur prior to the sixtieth (60th) day of the first semester and the second evaluation shall occur prior to the sixtieth (60th) day of the second semester. This semester starting time shall be determined by the Board's approved calendar. Teachers in their third and fourth year of employment shall be evaluated at least one time each school year, no later than February fifteenth (15th). After the fourth year of employment, teachers will be evaluated at least once every three years but not later than February fifteenth (15th) of the school year in which the certified/licensed teacher is evaluated. Additional evaluations may be completed as determined by the administration as may be needed to provide teachers maximum assistance and in strengthening and improving performance.

SECTION C: It is agreed that each certified/licensed teacher, by October fifteenth (15th), shall submit a schedule of classes to the executive director. This class schedule will inform the evaluator of optimum times for evaluation.

## ITEM VI: PREPARATION / LUNCH TIME

SECTION A: It is agreed that every teacher in the Northeast Kansas Education Service Center be granted two hundred (200) minutes of planning time per teaching week. This planning time shall not be divided into more than two twenty-minute periods per day. Itinerant teachers may arrange for a one-half day block of planning and testing time per week in place of the daily planning time. All schedules for delivery of services must be approved by the immediate supervisor. The immediate supervisor will assist the teacher by writing letters to the school principals and district superintendents in an effort to see that everything possible is done to obtain the goal of 200 minutes of planning time per teaching week. In the event a teacher is required to supervise one or more students during time which has been designated as planning, or when there is a pattern of lost plan time, the following will happen: 1) Notification must be made to the immediate supervisor as soon as such loss of planning/preparation time is known utilizing Notification of Lost Preparation Time and Monthly Plan Time Documentation forms, 2) The teacher will be paid at a rate of $20.00 per hour retroactive to the point when the loss first occurred and continuing until the problem is resolved or until the end of the school year.

SECTION B: NEKESC teachers shall have an established lunch time consistent with scheduling practices in the district to which they are assigned. Procedures stipulated in Section A shall apply to situations where there is lost lunchtime.

# Notification of Lost Preparation/Lunch Time

ITEM VI: PREPARATION TIME

It is agreed that every teacher in the Northeast Kansas Education Service Center be granted two hundred (200) minutes of planning time per teaching week. In the event a teacher is required to supervise one or more students during time which has been designated as planning, or when there is a pattern of lost plan time, the following will happen: 1) Notification must be made to the immediate supervisor as soon as such loss of planning/preparation time is known utilizing Notification of Lost Preparation Time and Monthly Plan Time forms, 2) The teacher will be paid at a rate of $20.00 per hour retroactive to the point when the loss first occurred and continuing until the problem is resolved or until the end of the school year.

**This form must be completed and turned into your special education administrator within 30 days of initial lost plan time.**

Date:

I, _____ , am currently supervising students during my designated plan time or have a pattern of lost plan time.

Please consider this my notification to administration and request to meet with my administrator to complete documentation of the plan time utilized for the month.

_____

Signature:

# Monthly Plan Time/Lunch Documentation

ITEM VI: PREPARATION TIME

It is agreed that every teacher in the Northeast Kansas Education Service Center be granted two hundred (200) minutes of planning time per teaching week. In the event a teacher is required to supervise one or more students during time which has been designated as planning, or when there is a pattern of lost plan time, the following will happen: 1) Notification must be made to the immediate supervisor as soon as such loss of planning/preparation time is known, 2) The teacher will be paid at a rate of $20.00 per hour retroactive to the point when the loss first occurred and continuing until the problem is resolved or until the end of the school year.

**After discussing lost plan time with your special education administrator, this form must be completed and turned in for approval monthly to your Special Education administrator.**

**Instructions: Below provide documentation of daily time used (in minutes) for preparation.**

**P = Plan L = Lunch**

**Week 1**

| Monday | Tuesday | Wednesday | Thursday | Friday | For Admin Use Only |
|---|---|---|---|---|---|
| | | | | | |

Reason for any lost time (include dates): _____

**Week 2**

| Monday | Tuesday | Wednesday | Thursday | Friday | For Admin Use Only |
|---|---|---|---|---|---|
| | | | | | |

Reason for any lost time (include dates): _____

**Week 3**

| Monday | Tuesday | Wednesday | Thursday | Friday | For Admin Use Only |
|---|---|---|---|---|---|
| | | | | | |

Reason for any lost time (include dates): _____

**Week 4**

| Monday | Tuesday | Wednesday | Thursday | Friday | For Admin Use Only |
|---|---|---|---|---|---|
| | | | | | |

Reason for any lost time (include dates): _____

**Week 5**

| Monday | Tuesday | Wednesday | Thursday | Friday | For Admin Use Only |
|---|---|---|---|---|---|
| | | | | | |

Reason for any lost time (include dates): _____

**NAME:** _____ **Month**_____ **Year**_____

**********

**Approved:** _____ **Denied:**_____ **Reason:** _____

**Administrator:** _____

## ITEM VII: LENGTH OF CONTRACT

SECTION A: It is agreed that the yearly contract for all certified/licensed teaching personnel of the Northeast Kansas Education Service Center shall consist of a maximum of one hundred ninety (190) days and a minimum number of days/time to fulfill state special education requirements for full categorical aid reimbursement. When possible, all teachers will be granted at least one (1) day before their one hundred eighty (180) teaching days solely for classroom preparation and one (1) day after their one hundred eighty (180) teaching days for completing records.

SECTION B: The number of contract days may be shortened to provide the teacher the opportunity to attend the first day of classes for summer school. Approval will be given by the director and a request will be filed in writing by the teacher on or before May 1st. All student instruction must be completed and all reports filed with the executive director.

SECTION C: School Closure. Teachers shall not be required to work when school(s)/district(s) are closed because of inclement weather, building or district emergencies or other catastrophic events and pay or contract days will not be reduced. The NEKESC staff member will follow his or her assigned district's policy for its staff in regard to making or not making up lost days/time in accordance with state special education requirements.

SECTION D: The contract will note the specific date on which the first day of the school year commences for the certified/licensed employee.

SECTION E: Teachers working less than the number of days for which they are contracted are not eligible for additional, per diem or hourly compensation for professional development activities.

SECTION F: The Board may choose to accept the resignation of a teacher tendered after the period established by state statute (two weeks following the third Friday in May) upon receipt of:
$750.00 for resignation received between June 17 through June 30
$1,000.00 for resignation received after July 1 as liquidated damages. The Board reserves the right to waive the payment requirement while still accepting the resignation.

## ITEM VIII: GRIEVANCE PROCEDURE

SECTION A: The purpose of this procedure is to provide for a prompt and orderly adjustment of grievances at the most informal level.

SECTION B: A grievance shall mean any alleged violation, misinterpretation or misapplication of the terms of the negotiated agreement.

A grievant is the teacher, or teachers affected by a violation involving interpretation or application of the terms of the negotiated agreement.

A party in interest is the grievant making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

The term "days" when used in the procedure shall, except where otherwise indicated, mean working days; thus Saturday, Sunday, holidays and vacation days of the aggrieved person are excluded.

SECTION C: A "grievance" should first be discussed by the party or parties in interest with the objective of resolving the matter informally. In the interest of employee morale and employer-employee relationships, the grievances should be processed as rapidly as feasible; hence, the number of days indicated at each level are considered as a maximum. The parties in interest shall act in good faith to expedite the process. The time limits may be extended by written mutual agreement; however, failure of the administrative official to render a decision within the time limits indicated automatically authorizes the grievant to proceed to the next level with his/her grievance.

All grievances must be initiated within fifteen (15) calendar days after the grievant first becomes aware of the act or condition, which is the basis of the grievance.

At all levels of the grievance procedure, a grievant may: a) discuss the grievance personally; b) be accompanied by a representative; c) provide written authorization to have a representative(s) act in his/her behalf.

At all levels of the grievance procedure, the final decision will be recorded on the Grievance Decision form and signed. The grievant's signature does not necessarily indicate agreement with the decision, but only that it has been read.

PART ONE: Any grievant who has a concern to be addressed by the executive director, may set up an appointment to meet informally at a time of mutual convenience. The employee may elect to be accompanied by one or more representatives.

PART TWO: The grievant shall present his/her grievance in writing to the executive director and association president. The executive director shall meet with the grievant in an effort to resolve the grievance. Such meeting will take place within five (5) working days after receipt of the written grievance by the executive director. Within five (5) working days after the hearing of the grievance, the executive director shall make his/her decision in writing to the grievant and Association president.

PART THREE: If the grievant is not satisfied with the disposition of the grievance in Part Two, he/she may appeal to the Board of Education. The grievance must be referred to and decided by the Service Center's Board of Education within twenty (20) days following the filing with the Clerk of the Board. This time may be extended by mutual written consent of both parties.

Any grievance dispute which is not resolved at the level described in Part Three under the Grievance Procedure herein may be appealed to the District Court as provided by statutes.

SECTION D: No reprisal of any kind will be taken by the Board or any member of the administration against any party filing a grievance or against any other participant in the grievance procedures. Any party of interest may be represented at any or all stages of the grievance procedures by a person(s) of his/her own choosing.

GRIEVANCE FILING FORM

NAME: DATE:

Your school and/or position:

Place where you may be reached:

Address:

Telephone:

Nature of your grievance:

If others are affected by the possible violation, please give their names and/or positions:

Please describe any actions that have been taken to resolve the condition:

If you wish, please describe any corrective action you would like to see taken:

_____

Signature of Grievant

Copies to: Executive Director
Association President

GRIEVANCE DECISION FORM

Grievant:

STEP TWO:

Executive Director: Grievant:

Date: Date:

STEP THREE:

Board President: Grievant:

Date: Date:

The grievant's signature does not necessarily indicate agreement.

## ITEM IX: LEAVE FOR CERTIFIED TEACHERS

SECTION A: Ten (10) days, five discretionary and five sick, of leave (accrued one per month August through May) will be allotted for each full time certified/licensed teacher on the first day of their contract available for use at anytime. These days will be prorated for certified/licensed teachers contracted after the start of said school year. Teachers who work less than full time will have their leave days prorated in a ratio equivalent to the amount of their contract time. If a teacher in any given year resigns or terminates before fulfilling their contract and has been paid for un-accrued days, the final paycheck will be adjusted to pay back un-accrued days. For discretionary days, prior notice of 48 hours is to be given to the building principal when possible. At the end of the school year, any unused leave will be accumulated to eighty (80) sick days. The monthly accumulation of discretionary/sick leave will be provided to each teacher with the monthly payroll check.

SECTION B: Definitions, Personal Leave - A maximum of two (2) days of personal leave will be granted each teacher per year. A request of prior notice of 48 hours is to be given to the building principal when possible.

SECTION C: Professional Leave - Professional leave is for the purpose of attending conferences, in-service institutes and inter school visitations designed to improve the competency of the teacher in the teacher's areas of specialization or areas identified as needed areas by the executive director. All professional leave shall be requested on forms provided by the executive director. The approval of a service center administrator must be obtained prior to taking professional leave.

SECTION D: The Board of Education will grant leave identical to the current parental leave for those employees who adopt a child.

SECTION E: The current Board of Education Parental leave policy will continue in effect for the term of this agreement.

SECTION F: At retirement with Northeast Kansas Education Service Center, and proof of retirement according to KPERS, the teacher will be reimbursed a maximum of forty (40) days of accumulated Sick leave at the daily substitute pay rate. The teacher must submit, in writing, intent to retire on or before March 1 to be eligible for this benefit.

SECTION G: Emergency Leave - A maximum of one (1) day emergency leave will be granted to each teacher. Emergency leave is defined as leave provided for business or activities, which cannot be conducted during time outside of school. Requests for this leave must be made orally to the administration of the Service Center with written explanation to follow as soon as possible. Emergency leave is nondeductible and noncumulative. Emergency leave is granted only if all other applicable leave is exhausted.

SECTION H: Association Leave - The Service Center shall grant the SETA a pool of five (5) teaching days to be used for the Association business. The days of leave will be contingent on approval by the building principal. The Association shall reimburse the Service Center for the substitute teacher's pay. The day(s) of leave shall not be charged personally to the teacher(s) using the day(s).

SECTION I: Bereavement Leave – Each teacher shall be allowed three (3) paid non-accumulative

bereavement days, for each death in the immediate family. The immediate family shall be defined as: spouse/partner, children/dependents, parents, parents-in-law, siblings, grandparents, and grandchildren.

SECTION J: Leave Without Pay – The Board may grant leave without pay upon written request from the teacher. Such leave shall be granted at the sole discretion of the Board.

SECTION K: Work Related Injury Leave – In the event that the teacher has been intentionally injured by a student, the teacher will be allowed up to five days of leave per incident with no deduction in leave days, provided a doctor's statement verifies that the teacher was unable to work due to the injury. This will be in accordance with service center policy GAOE.

## ITEM X: EXPENSE REIMBURSEMENT FOR PROFESSIONAL LEAVE DAYS

SECTION A: Where possible the Northeast Kansas Education Service Center will arrange for direct billing of conference registration and motel expenses. The amount of expense reimbursement will be established by the Executive Director as a part of the professional leave approval.

## ITEM XI: JUDICIAL LEAVE

A certified/license teacher shall be granted leave for jury duty or to appear in a court of law as a subpoenaed witness, except if the teacher is a complainant against NEKESC or any of the eight school districts. Any compensation, except expenses, should revert to NEKESC. No deductions of leave, or loss of pay, shall be made for judicial leave.

## ITEM XII: SICK LEAVE BANK

SECTION A: All bargaining unit members employed prior to the 2012-2013 year are automatically enrolled in the sick leave bank. New teachers in 2012-2013 and thereafter may choose to join by donating a day to the sick bank by October 1st of the new school year. If a staff member chooses not to join, that person is not eligible for sick leave bank benefits. The service center began the sick leave bank in 2012-13 with 150 days, plus any days donated by new staff.

Service center administration keeps a record of sick leave bank use and current balance. If the days remaining in the bank at the end of each school year does not drop below 100 days, current bank members will not be assessed a day at the beginning of the next school year. Teachers who opted not to participate one year may opt in the following year by donating a day. When the bank balance drops below 100 days, teachers will be informed at the beginning of the next school year and those wishing to participate will donate an additional day to continue membership. Staff opting in must choose to do so by September 1 of the contract year.

SECTION B: Procedures for Use of Sick Leave Bank are as follows:

a) The licensed staff member must be a current member of the Sick Leave Bank.
b) Use is limited to twenty (20) days per applicant per school year.
c) All requests to use the sick leave bank are to be in writing to the executive director.
d) A committee consisting of two association members and an administrator will review each request and approve or deny it, notifying the member in writing.
e) Requests must be for the current contract year.
f) Requests must be accompanied by a doctor's statement verifying legitimate use of sick leave.

## ITEM XIII: PAY INCREMENTS AND DIFFERENTIALS

SECTION A: The Board agrees to pay a base salary of $37,517.

SECTION B: It is agreed that all certified/licensed teachers will be entitled to any increase in base salary.

SECTION C: It is agreed that certified/licensed teachers with a Master's Degree who have earned an additional forty (40) or more college credit hours, be granted a career differential equivalent to the Specialist column on the Northeast Kansas Education Service Center's teacher salary schedule.

SECTION D: In-service points approved by the Local Professional Development Council shall be credited toward movement on the salary schedule at the rate specified in the Kansas In-Service Plan, currently twenty (20) in-service points equaling one (1) college hour. Prior to the Master's Degree, movement with credit from in-service points may not account for more than one-half (1/2) of the hours necessary for movement to the next column. At Master's Degree and beyond, movement on the salary schedule may be made on college hours and/or approved application and impact PDP points. Certified/licensed staff may move more than 1 column (horizontal movement) per year if the staff member has earned the number of points and / or hours to do so. College hours or in-service points must be submitted to the director on or before September 1st for credit during the current school year. Vertical movement on the salary schedule is limited to a maxium of one step per year of the 20-step salary schedule.

SECTION E: The salary schedule step shall be determined by the Board upon the recommendation of the executive director. The determination of placement shall be made at the time of employment.

SECTION F: Speech Language Pathologists shall be placed initially at MS+30, unless education achievement places at higher level. This accommodation is made in reflection to the disparity between need for licensed Speech Language Pathologists and availability of qualified personnel.

SECTION G: A twenty-step salary schedule will be in effect with the following provisions: The Board and the Association will make a good faith effort to keep Keystone teachers at the average of the top two member districts. There will be an annual review and comparison of current salaries and health fringe benefits of the top two districts based upon average daily rates. At a minimum, comparison will occur at base, top salary, and median masters. This comparison will occur for the purpose of negotiating the Keystone salary schedule and fringe.

## ITEM XIV: FRINGE BENEFITS

SECTION A: The Board shall establish a fringe benefit program to comply with Section 125 of the Internal Revenue Code. The Board shall provide the opportunity for each certified/licensed teacher to execute a salary reduction agreement on or before September 1st to cover all premiums for the certified/licensed teachers' selected benefits. Teachers hired after September 1st shall have fifteen (15) days from the date of employment to complete the salary reduction agreement. Once the annual allocation for each selected benefit is made, the only change which will be allowed is as a result of a change in family status as provided by federal statute or regulations.

SECTION B: The maximum Employee Voluntary Salary Reduction Contribution may not exceed the dollar amount needed to purchase the benefits selected from the following list:

1) Group health insurance
2) Dental insurance
3) Cancer insurance
4) Vision care
5) Accident insurance
6) Salary protection insurance
7) Medical expense reimbursement
8) Dependent care reimbursement
9) Critical Illness insurance
10) Life Insurance
11) Identity Protection

SECTION C: The health insurance carrier will be Aetna or other such carrier as approved by the Board. The dental insurance carrier will be Delta Dental, or other such carrier and benefits as approved by the Board. The cancer insurance carrier will be Loyal American or other such carrier as approved by the Board. The vision insurance carrier will be Surrency-Eye Med or other such carrier as approved by the Board. The salary protection insurance will be purchased through Dearborn National, or other such carrier as approved by the Board.

SECTION D: Separate from the employee fringe benefit, any teacher presently employed with the Northeast Kansas Education Service Center who contributes to a 403 B shall be permitted to remain with those programs with the cost paid from the teacher's taxable salary. Teachers new to the Service Center who select a tax deferred 403 B while employed by the Northeast Kansas Education Service Center will contract with Security Benefit Life, American Fidelity, or Lincoln Investment Planning. Enrollments or changes to the tax sheltered 403 B program will be allowed at any time during the year. No new carriers will be considered by the Board unless they have at least five (5) people willing to enroll. Approval of carriers is subject to carrier willingness to comply with a service agreement as specified by a NEKESC designated administrator of 403(b) plans.

SECTION E: Also separate from the fringe benefit but a part of employee deductions, teachers may choose to join the Special Education Teachers' Association (SETA). They may elect to have their professional dues deducted in ten (10) equal installments beginning in September of each year. Any request for dues deduction must be in writing and filed with the Service Center on or before September 1st of each year.

SECTION F: A dependent care option as well as a medical expense reimbursement option may be included in the options of a salary reduction plan for the Service Center provided such plan is administered by a third party and any expenses of such plan are paid by the employees using the dependent care election or the medical expense election.

SECTION G: In addition to the fringe benefit program established according to Sections "A", "B", and "C" of this item, the Board will pay a fringe benefit of $465.00 per month for each full-time employee to be applied to the purchase of health insurance in the program approved by the Board as a "take-it or leave-it" benefit. The amount shall only be applied to the purchase of board-approved group health insurance. Beginning July 1, 2016, the Board will no longer contribute $30.00 per month to the Health Savings Account (HSA) of people enrolled in the high-deductible HSA plan. For the 2016-17 and 2017-18 school year, the dental benefit provided by Keystone will be suspended. Both parties agree to reinstate the dental benefit for the 2018-19 school year.

SECTION H: The $465 per month Health Insurance Fringe Benefit will not be paid during periods of unpaid leave; exceptions will be made in the case of FMLA leave. The Board will prorate any insurance refunds based on the proportionate contribution of the Board and certified/licensed teacher.

SECTION I: NATIONAL BOARD CERTIFICATION

Any teacher who has successfully earned National Board Certification will be awarded $1,000 bonus when the certificate is earned.

SECTION J: Northeast Kansas Education Service Center agrees to reimburse those teachers working under a waiver, for college courses leading to provisional licensure in special education. NEKESC (Keystone) will pay $150.00 per credit hour for classes completed with a grade of "B" or higher until the teacher is eligible for provisional licensure. The teacher will be required to provide 1 year of service after reaching provisional licensure, for each 12 credit hours reimbursed.

## ITEM XV: MILEAGE REIMBURSEMENT

Mileage for authorized use of a personal auto for Service Center business shall be paid at the mileage rate established annually by the Secretary of Administration of the Kansas Department of Administration. The rate shall be adjusted automatically on the date of change as announced by the Secretary of Administration.

## ITEM XVI: REPRODUCTION OF AGREEMENT

The agreement will be posted on the NEKESC website where it can be easily located. It will be updated within thirty days of ratification by the NEKESC Board of Education.

## ITEM XVII: BOARD'S RIGHTS CLAUSE

SECTION A: It is understood and agreed that the Board retains those powers expressly granted to it by law. It is agreed that these provisions do not supersede the provisions of the agreement and are specifically limited by such agreement. Any right reserved herein shall not be exercised without regard to the rights of employees as outlined in this agreement. It shall not be for the purpose of discriminating against any employee and shall not invalidate any provision included within this agreement.

SECTION B: The forgoing enumeration of School Board rights and responsibilities is not intended to exclude other rights not enumerated herein. The only limitation on any right of the Board shall be by law or by the express limitation by specific provision contained within this agreement.

## ITEM XVIII: REDUCTION IN TEACHING STAFF

SECTION A: In the event the Board determines that the size of the teaching staff should be reduced, guidelines in this section shall be followed. As far as possible, reduction of staff shall be accomplished by attrition due to resignations and retirements.

SECTION B: The following steps will be utilized by the Service Center's administrative staff to reduce the teaching staff:

> Subparagraph 1: To determine the number of certified/licensed teaching positions to be reduced, the administrative staff will ascertain the educational program for the Service Center and meet the educational goals established by the Board. The number of teachers needed to implement the Service Center's educational program will then be determined by the administrative staff based on those educational goals as determined by the Board.
>
> Subparagraph 2: All teachers will be evaluated in relation to the educational goals of the Service Center. Individual qualifications and specific skill areas or disciplines shall be ascertained and applied to the certified/licensed teacher needs of the Service Center. Evaluation forms, instruments or tools will be used to measure each certified/licensed teacher's teaching ability. Prior evaluations, certification and teaching assignments may also be considered.
>
> Subparagraph 3: In the event two or more certified/licensed teachers have similar qualifications and skills in a teaching area deemed necessary to fulfill the Service Center's educational goals, the executive director will recommend the tenured teacher, if any, for the position in question. A qualified tenured teacher shall be retained over a non-tenured teacher.

SECTION C: Any certificated/licensed teacher who is not re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher is qualified and certified. The executive director will recommend to the Board reinstatement of any such certified/licensed teacher whom he/she deems qualified and able to serve the best interests of the Service Center. The Board shall not be required to consider reinstatement for any certified/licensed teacher after a period of one (1) year from the date of non-renewal.

## ITEM XIX: TRANSFER POLICY

SECTION A: In the event of a vacancy in a professional (certified/licensed) position at any time during the school year, within three days, the NEKESC Director of Special Education will post the vacancy on the main bulletin board of the main building of the NEKESC, send a notice by media mail to all NEKESC employees, and post electronically through the Special Education notification system as well as the NEKESC website.

SECTION B: Any current certified/licensed teacher may, in writing, ask the Director of Special Education to be placed in said vacancy. The certified/licensed teacher requesting such a transfer will be considered for the vacant position. If such a vacancy occurs after the end of the last district's work day, it will be the responsibility of the Executive Director of Special Education to post such a vacancy on the NEKESC website within three days of when such a vacancy is known.

SECTION C: In NEKESC-initiated transfers involving assignment to a different district, building, grade level, area of exceptionality or responsibility, or vacated position, the employee has the right to discuss the change and reasons with the Director of Special Education/administrators involved. The employee has the right to object to the Director of Special Education/administrators in writing. The Board reserves the right to determine certified/licensed teacher's assignment.

ITEM XX: FAIR DISMISSAL POLICY

**Teacher Due Process**

When a teacher is given written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of a contract.

The board shall hold such meeting within 10 days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the board. Neither party shall have the right to have counsel present but SETA members may access peer support with the representative selected by the active SETA president. Within 10 days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter.

The provisions of this section shall apply only to teachers who have completed five (5) consecutive years of employment as a teacher in the district and have started their sixth ($6^{th}$) year in the district.

SUNSET PROVISION – This section shall be in effect for the 2017-18 school year and will not be included in subsequent agreements unless expressly agreed to.

**Salary Schedule** 2017-2018

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|
| Steps | BS | BS+10 | BS+20 | BS+30 | MS | MS+10 | MS+20 | MS+30 | SP/MS+40 |
| 1 | 37517 | 38067 | 38867 | 39367 | 40167 | 41167 | 41767 | 42367 | 42967 |
| 2 | 37767 | 38367 | 39167 | 39667 | 40802 | 41602 | 42202 | 42802 | 43402 |
| 3 | 38202 | 38817 | 39617 | 40117 | 41502 | 42302 | 42902 | 43402 | 43902 |
| 4 | 38637 | 39267 | 40067 | 40567 | 42002 | 42802 | 43402 | 44002 | 44602 |
| 5 | 39072 | 39702 | 40517 | 41017 | 42802 | 43602 | 44202 | 44802 | 45402 |
| 6 | 39507 | 40137 | 40967 | 41467 | 43502 | 44502 | 45202 | 45802 | 46402 |
| 7 | 39942 | 40572 | 41417 | 41917 | 44052 | 45402 | 46202 | 46802 | 47402 |
| 8 | 40377 | 41007 | 41867 | 42367 | 44552 | 45902 | 46702 | 47302 | 47902 |
| 9 | 40377 | 41442 | 42317 | 42817 | 45052 | 46402 | 47202 | 47802 | 48402 |
| 10 | 40377 | 41877 | 42767 | 43302 | 45552 | 46902 | 47702 | 48352 | 48952 |
| 11 | 40377 | 41877 | 43217 | 43787 | 46037 | 47402 | 48202 | 48852 | 49452 |
| 12 | 40377 | 41877 | 43667 | 44272 | 46522 | 47902 | 48702 | 49352 | 49852 |
| 13 | 40377 | 41877 | 43667 | 44557 | 47007 | 48402 | 49202 | 49852 | 50452 |
| 14 | 40377 | 41877 | 43667 | 45242 | 47492 | 48902 | 49702 | 50352 | 50952 |
| 15 | 40377 | 41877 | 43667 | 45727 | 48477 | 49902 | 50702 | 51352 | 52002 |
| 16 | 40377 | 41877 | 43667 | 45727 | 48962 | 50402 | 51202 | 51852 | 52502 |
| 17 | 40377 | 41877 | 43667 | 45727 | 49447 | 50802 | 51702 | 52352 | 53002 |
| 18 | 40377 | 41877 | 43667 | 45727 | 49932 | 51402 | 52202 | 52852 | 53502 |
| 19 | 40377 | 41877 | 43667 | 45727 | 50417 | 51902 | 52702 | 53352 | 54002 |
| 20 | 40377 | 41877 | 43667 | 45727 | 50902 | 52402 | 53202 | 53852 | 54502 |