

**THREE LAKES
EDUCATIONAL COOPERATIVE**

**NEGOTIATED AGREEMENT
2009-10**

ARTICLE I

RECOGNITION

Section 1. In accordance with the provisions of KSA 72-5416, the employer recognizes Three Lakes Educational Cooperative Chapter of KAPE as the exclusive representative for the bargaining unit outlined in Section 2 below.

Section 2. Employees included in the appropriate bargaining unit shall be those certified persons employed in the areas of special education including: Learning Disabilities, Special Education Interrelated, Behavior Disorders, Early Childhood Handicapped, Early Childhood Unified, Educable Mentally Retarded, Trainable Mentally Retarded, Mentally Retarded, Severely Multiply Handicapped, Gifted, Speech/Language Pathologists, School Psychologists, Adaptive Special Education, Functional Special Education, Occupational Therapists, and Physical Therapists.

Section 3. Employees excluded from the appropriate bargaining unit shall be all administrative employees of the employer as that term is defined in KSA 72-5413 (d) and all other employees not specifically included in Section 2 above.

ARTICLE II

MANAGEMENT RIGHTS

The Board of Directors of the Cooperative hereby retains and reserves unto itself, except as limited by Federal and Kansas Statutes and the specified and express terms of a Negotiated Agreement, if any, entered into between the Board and a duly recognized professional employees' association pursuant to K.S.A. 72-5413 et seq., all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Kansas and of the United States, including, but without limiting and generality of foregoing, the right:

- A. To the executive management and administrative control of the Cooperative and its properties and facilities.
- B. To hire all employees, including certified employees, and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, re-assign and transfer all such employees.
- C. To establish and provide courses of instruction including special programs to meet the needs of special education students, all as required and provided for by Federal and Kansas statutes

- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current teaching materials, and the utilization of teaching aides of all kinds.

- E. Determine the Cooperative's budget, schedule meetings and conferences for all employees, determine the school calendar, class schedules, number of classroom periods, the hours of instruction, and the duties, responsibilities, and assignments of certified employees and other employees with respect thereto, and with respect to administrative and non-teaching activities within the Cooperative and the terms and conditions of employment.
The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of a Negotiated Agreement, if any, and Federal and Kansas statutes, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the United States and the State of Kansas and the rules and regulations promulgated by the Kansas State Board of Education.
Nothing herein shall affect the right of the professional employee's recognized representatives to negotiate with the employer pursuant to law.

ARTICLE III

Savings Clause

Section 1. Should any provision of this agreement be held invalid or inoperable by a court of competent jurisdiction from which no appeal is taken or available, or by legislative action in the case of provisions grounded in or reliant upon state law, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

1.1 The Employer and KAPE shall meet in an effort to determine the means of compliance with such decision. If mutually agreed to do so, the Employer and KAPE shall attempt to negotiate substitute provisions to affect the intent of the parties in light of the decision rendered or legislation implemented.

ARTICLE IV

KAPE RIGHTS

SECTION 1. Dues Deduction. The employer agrees to deduct, without charge, except as hereinafter provided, from the regular payroll checks of each employee who has submitted a written authorization - assignment for the appropriate membership fees, dues and/or representation fees for KAPE.

1.1 The Employer shall honor any such written authorization - assignment which is received no later than the Cooperative cafeteria form election deadline.

1.2 The amounts to be deducted shall be certified to the clerk of the employer. A change in the amount to be deducted may be made no more than once in any school year, and only in the months of December or January. These requests shall be made at no cost to the employee.

1.3 The employer shall remit to KAPE within ten days of the date such deductions are made, all monies deducted pursuant to this section, along with an itemization containing the name, address, social security number and amount deducted on behalf of each person who has a written authorization-assignment on file.

1.4 KAPE agrees that copies of cancellations of "authorization-assignments" which are submitted by employees to KAPE will be forwarded to the employer within 5 days from their receipt to become effective at the times listed in 1.1 and/or 1.2 herein.

ARTICLE V

WORKDAY

Section 1. The standard workday shall consist of an eight (8) hour day and should follow the assigned school workday. With prior approval employees and administration may mutually agree upon a flexible schedule to meet school work day requirements. The administration reserves the right to revoke the decision at any time.

Section 2. The standard workday shall include a duty free lunch period as school assigned between the hours of 11:00 am. and 1:00 p.m. which may vary from day to day depending on the location to which the employee is assigned. When a teacher has to give up their duty free lunch period, a request may be made to the Director to receive \$4.00 per lunch period. The teacher will notify the Director in advance to see if other arrangements may be worked out. Emergency situations will be handled on an individual basis.

Section 3. The standard workday shall include a planning period during which the employee shall be allowed to make preparations for future class periods and assignments. Certified employees will have a planning schedule comparable to district/building employees. It is up to the employee to schedule planning times. It is the responsibility of the employee to notify the Director if a planning time cannot be scheduled. The Director or designee will attempt to negotiate with building administration future planning periods. Planning periods will be allowed to accommodate block periods of time for planning special projects under the supervision and approval of the Three Lakes Educational Cooperative administration. All requests must be submitted in writing to the Director.

ARTICLE VI

LEAVES

SICK-EMERGENCY LEAVE

Section 1. Each professional employee shall receive ten (10) days of sick-emergency leave per

year, accumulative to seventy (70) days. Unused earned sick-emergency leave in excess of 70 days will be reimbursed at the rate of \$35.00 per day. Payment will be included in the employee's last paycheck of the contract year. Sick-emergency leave may be taken by the employee for illness or injury suffered by the employee or immediate family.

If an employee has notified the cooperative of their intent to retire prior to February 1 they will be eligible for payment of unused accumulated sick leave upon retirement. Employees will be reimbursed at the rate of \$35.00 a day for any unused sick leave days accumulated during their employment, up to a maximum of 70 days. Payment will be included in the employee's last paycheck of the contract year. The board reserves the right to waive the February 1 deadline due to unforeseen personal events.

1.1 Sick Leave Definitions. "Immediate family" shall be construed to include the following relationships of the employee or the employee's spouse:

- Mother
- Father
- Brother
- Sister
- Spouse
- Child
- Grandparents
- Grandchildren
- Other individuals residing in the employee's household

1.2 An employee who becomes ill while at work shall notify the Cooperative office, after which the employee may leave work after the building principal has the classroom covered. If an employee becomes ill while away from work, the employee shall notify the Cooperative office as soon as possible. If the employee fails to notify the Cooperative office, the employee may be charged leave without pay.

Section 2. Sick leave may also be granted for emergencies. Whether any situation is an emergency shall be determined in the sole discretion of the Director.

2.1 Emergency Leave Definitions. Emergency leave may be granted when the following may occur to the employee or the immediate family:

- 1) Accidents
- 2) Injuries
- 3) Natural disasters (tornado, hail, lightning)

Section 3. Job Related Illness or Injury.

All employees of the cooperative shall be covered by workers' compensation. Workers' compensation coverage is provided for all employees regardless of assignment, length of assignment, and/or hours worked per day. Benefits are for personal injury from accident or industrial diseases arising out of and in the course of employment in the cooperative.

The workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to those employees that qualify; however, the amount of workers' compensation benefits and sick leave benefits shall not exceed a regular daily rate of pay. An employee using sick leave, or other available leave, in combination with workers' compensation will be charged for one full or partial day of sick leave, as provided for in the sick leave policy of the negotiated agreement, for each day of absence until the employee's sick leave is exhausted.

Any employee who is off work and drawing workers' compensation shall be required to provide the clerk of the board with a written doctor's release before the employee is allowed to return to work. In addition, should the employee be released to return to work by a doctor and fail to do so, all benefits under sick leave shall be ended and those benefits under workers' compensation shall be restricted as provided by current statute.

Section 4. Illness Disability Bank. To assist professional employees who suffer prolonged illness or disability to work, an illness disability bank shall be established by the association, as follows:

1. Eligibility Requirements:
 - A. Certified employee of Three Lakes Educational Cooperative
 - B. Fifteen (15) days of accumulated sick leave
2. Participating employees will be those meeting qualifications to apply for participation in the illness disability bank, hereinafter called the "bank", this current contract year.
3. Each eligible employee who wishes to participate in the bank must apply on the sick leave bank form that is provided by Three Lakes Educational Cooperative. This form must be completed and returned at the same time the Section 125 form is due. Employees must have accumulated 15 days of sick leave before they are eligible to join the bank.
4. Only those individuals currently participating in the bank will be eligible to apply for days from the bank. A list of participating members will be established by the Bank Committee and maintained by the clerk of the board.
5. Each person, before using the bank, shall deplete his or her accumulated sick leave.
6. Any eligible person who wishes to use the illness disability bank must be under a doctor's care. The person or a representative of the person must present a written, formal application to the bank committee. The application must include a written statement concerning the inability to work.
7. Applications will be approved/disapproved by a committee appointed by the KAPE president.
8. Written notification of approval or other disposition of the application will be made by the bank committee to the applicant, with a copy sent to the director's office.
9. Days remaining in the bank will be retained and applied to the following year. If on the first contract day the number of days accumulated in the bank is less than three (3) times

the number of employees applying for participation, all applying will contribute one (1) day to the bank. If the number of accumulated days is more than three (3) times the number of employees applying, only employees who did not participate the previous year will contribute one (1) day to the bank.

10. Participating bank employees shall be limited to a maximum of 40 days of use during any one school year.

PERSONAL LEAVE

Section 1. Professional employees will be granted two (2) personal leave days per year which can accumulate to a maximum of ten (10). Employees may also roll over a maximum of two (2) sick leave days per year into the accumulated (10) day maximum personal leave. Employees seeking personal leave must make application for such leave in writing to the Director at least one week in advance of said leave except in cases of an emergency as determined by the Director. No personal leave shall be granted until their Principal has obtained a suitable replacement for the employee requesting personal leave. No personal leaves shall be granted the day before or after a scheduled school vacation during the school year. All unused personal leave will be converted into sick leave and added into accumulated sick leave.

PROFESSIONAL LEAVE

Section 1. Employees may be granted professional leave with or without pay at the discretion of the Director and the decision of the Director in granting or denying such leave shall not be subject to the grievance procedure.

ARTICLE VII

FUNERAL LEAVE

Section 1. An employee will be granted leave with pay up to five (5) working days, to attend the funeral of an immediate family member. The employee shall notify the director of the number of the leave days required as soon as practical.

1.1 Funeral Leave Definitions. "Immediate family" shall be construed to include the following relationships of the employee or the employee's spouse:

Mother
Father
Brother
Sister
Spouse
Child
Grandparents
Grandchildren

Other individuals residing in the employee's household

Section 2. Additional working days shall be granted on a showing that travel out of the surrounding area or a showing that an earlier return would work a hardship on the employee. Additional "hardship" days will be granted in accordance with the merit of the request as determined by the Director.

ARTICLE VIII

JURY DUTY AND COURT APPEARANCE DUTY

Section 1. Any employee who is required to be absent from work in order to comply with a call to jury duty shall be permitted to perform such duty without penalty as follows:

Employees performing jury duty shall not be required to use any sick, personal or other leave. Such employees will be paid their regular wages and shall be permitted to keep all jury duty compensation including travel and subsistence expenses involved in such duty.

Section 2. Any employee when subpoenaed to appear as a witness for the Three Lakes Educational Cooperative or a member school district of the Cooperative shall be permitted to perform such duty without penalty as follows:

Employees performing such duty shall not be required to use any sick, personal or other leave. Such employees will be paid their regular wages and shall be permitted to keep all witness fees and compensation including travel and subsistence expenses involved in such duty.

ARTICLE IX

SALARY

Section 1.

A. Placement on Column. Each teacher shall be eligible for and shall receive the highest salary to which his degree and additional graduate hours entitle him. On the Salary Schedule, Section E of this section, each column shall represent an earned degree from an accredited institution of higher learning or an intermediate column between earned degrees representing additional earned graduate credit semester hours which that column specifies. Undergraduate hours can be counted towards placement on a given column with the approval of the Director. It is required that teachers seek such approval prior to enrolling in any undergraduate course for which the teacher desires to be given credit in regard to column placement.

Individual Development Plan (IDP) points can be counted toward placement on a given column with the approval of the Professional Development Committee (PDC). Twenty IDP points will equal one college hour. IDP points may not be used to move to the Master's column. Movement to any Bachelor's column must include a minimum of three graduate college hours.

B. Placement on Step. At the time of initial employment, a teacher with prior teaching experience shall be placed on the step corresponding to the number of years of teaching experience in state accredited public and private schools for which state teacher certification is required (provided, however, that no teacher shall initially be placed on the salary schedule above step twelve on the column for which his highest degree and additional graduate hours entitle him/her). All teachers who teach at least one half of the duty day or full time for one half of the school year as defined in Section 16 shall move vertically on the salary schedule one step for each year in which they teach half a school year or its equivalent.

C. Movement to New Column. Employees on the Salary Schedule advancing from one column to another shall be limited to two increment increases per year. For an employee to advance from one vertical column to another, he/she shall file suitable evidence of additional education credit as defined in Section A of this Article with the Director or his designee no later than 15 days after the beginning of the contract year, and pay adjustments shall be retroactive to the beginning of said year. Teachers are to notify Three Lakes Educational Cooperative by May 10th if they are to move across the salary schedule for the next school year.

D. Extra Assignment and Extended Contract Rate. Any employee whose assignment exceeds the regular duty year shall be additionally compensated as follows:

1. Each employee who contracts to work for more than 189 regular contract days shall be paid at said employee's daily rate of pay times the number of work days contracted beyond said normal contract of 189 days.
2. Said daily rate of pay shall be determined by dividing the amount of said employee's annual salary (per the current salary schedule) by 189 days.
3. A teacher's professional day may be extended for purposes of professional development, CIM'S team meetings and staff meetings as approved in advance or determined necessary by the board or administration. Extra duty pay will be compensated at \$10.00 per hour.

E. Additional Days. An employee can be required to work additional days beyond their contract without additional compensation until all paperwork has been completed.

F. Contract Signature. All certified/licensed staff eligible for re-employment under continuing contract law will sign a binding contract for the upcoming school year should negotiations not be completed by the May 15th deadline. This interim contract must be signed by the end of the current contract year and turned in at the end of year check out. Final contracts will be amended as appropriate when negotiations are complete.

G. The Board reserves the right to hire an employee off the salary schedule.

H. Defined Benefit The Board will contribute the cost of a single membership or \$326.84 per month, whichever is less, toward each eligible employee's membership in the school district health plan. Election to participate in the plan must be submitted to the clerk of the board by the Cooperative Cafeteria form election deadline. If a change is needed in insurance coverage, representatives of the certified staff will participate in an advisory committee to make recommendations to the board. The board reserves the right to select benefits and carrier.

ARTICLE X

TRAVEL

Section 1. General employees may be required to travel from attendance center to attendance center in the performance of their official duties to attend meetings or training, or for other business of the employer. Travel will occur in privately owned vehicles. The employee may request not to transport students in their privately owned vehicles.

Section 2. Reimbursement: Employees required in the course of their work to drive personal automobiles from one school building to another shall receive the State rate allowed for mileage. The same allowance shall be paid for use of personal automobiles for field trips or other Coop business.

Section 3. Individuals who are asked by the employer to transport students on a regular basis will be offered the reimbursement cost above their normal expense of liability insurance for their vehicle.

ARTICLE XI

GRIEVANCE PROCEDURE

1. A grievant is any professional employee of the Cooperative, as professional employee is defined in K.S.A. 72-5436, who files a grievance.

2. A grievance is an alleged violation, misapplication or misinterpretation of the provisions of the then in force negotiated agreement, if any, between the KAPE-AFT-Teachers' Association of Three Lakes Educational Cooperative No. 620 and the Board of Directors of The Three Lakes Educational Cooperative No. 620 and the provisions of a professional employee's current individual primary contract of employment and each supplemental contract, if any, between the Cooperative and the professional employee.

A. Purpose

The purpose of this procedure is to secure, as quickly as possible and at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting professional employees. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure, with the exception of Level 3.

B. Procedure

Level 1. The grievant must request an informal conference with the assistant director within ten (10) school days or fourteen (14) calendar days, whichever is less, after he becomes aware of the grievance. At this conference, the grievant shall directly seek to resolve the matter informally. At this level neither party may have representation. At all other levels, each party shall be entitled to representation. Failure of a grievant to timely file a grievance as provided herein shall constitute a waiver of such grievance.

Level 2. If the grievant is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within ten (10) school days or fourteen (14) calendar days,

whichever is less, after presentation of the grievance, he may file the grievance with the Director of the Cooperative. Except as provided above, such grievance must be filed with the Director within ten (10) calendar days after a decision has been rendered at Step 1. The right to file the grievance occurs when a decision is rendered or at the end of the specified period of time when no decision is made. Within ten (10) school days or fourteen (14) calendar days, whichever is less, after receipt of the written grievance by the Director, the Director will meet with the aggrieved person and his representative (if the grievant chooses to have representation) in an effort to resolve the grievance.

Level 3. If the grievant is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within (10) school days or fourteen (14) calendar days, whichever is less, after presentation of the grievance, he may file the written grievance with the Clerk or Secretary of the Board of Directors of the Cooperative. Except as provided above, such grievance must be filed with the Clerk or Secretary within ten (10) calendar days after a decision has been rendered at Step 2. The right to file the grievance occurs when a decision is rendered or at the end of the specified period of time when no decision is made. Within twenty (20) school days or thirty (30) calendar days, whichever is less, after receipt of the written grievance by the Clerk or Secretary of the Board of Directors, will meet with the aggrieved person and his representative (if the grievant chooses to have representation) in an effort to resolve it. The Board shall render a written decision within ten (10) calendar days following said meeting.

C. Method

The request for consideration for the review of a grievance at all three levels shall be made in writing and shall be specific as to the nature of the alleged grievance. Said grievant, or his/her representative shall cite with particularity the provision of the negotiated agreement or the grievant's individual contract of employment or supplemental contract which the grievant believes has been misapplied, misinterpreted or violated. The grievant shall generally describe to the best of his/her abilities the alleged event or act giving rise to the grievance including the approximate time, date, place and circumstances of the event or act, and the name (s) of known witness(es).

Level 4. The grievant may appeal the decision of the Board of Directors to the district court pursuant to K.S.A. 60-2101 (d) or other applicable Kansas statutes.

A. Grievance Forms

All grievances shall be filed in writing on forms designed and furnished by the Board of Directors, which forms are attached hereto and made a part hereof.

All grievance hearings and conferences shall be closed to individuals, groups and organizations not directly a party in the hearings.

No reprisals of any kind will be taken by the Director or by any member or representative of the administration of the Board against any aggrieved person, an alleged grievant, any party in interest, any member of the professional employees' bargaining unit, any witness or any other participant in the grievance procedure by reason of such participation.

All documents, communications and records dealing with 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.

ARTICLE XII

Reduction of Teaching Staff

Section 1.

If the board decides that the size of the teaching staff must be reduced, guidelines in the following rule or the negotiated agreement shall be followed. Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.

The following steps will be utilized by the coop's administrative staff to reduce the teaching staff:

To determine the number of teaching positions to be reduced, the administrative staff will determine the educational program for the coop in accordance with the educational goals established by the board. The number of teachers needed to implement the coop's educational program will then be determined by the administrative staff based on those educational goals in determining which positions will be non-renewed due to reduction in force.

The educational goals and needs of the coop, individual certifications, qualifications, training, skills, interest, teacher evaluations and willingness to prepare for a different assignment (if necessary, taking additional college hours) shall be considered. In the event that multiple tenured teachers have similar qualifications in the areas mentioned above, length of tenure in Three Lakes Coop will be most heavily weighted.

In the event two or more teachers have similar certifications, qualifications and skills in a teaching area, those teachers who have tenure will be retained over those who are non-tenured. Due process will be given to teaching staff in accordance to Kansas Statutes.

Any certified employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. Certified employees who may be eligible for reemployment are required to notify the coop of their current address. The director will recommend to the board reinstatement of any qualified teacher non-renewed by virtue of reduction in force. The board shall not be required to consider reinstatement of any teacher after a period of one year from the date of non-renewal.

ARTICLE XIII

DURATION

This agreement shall become effective on July 1, 2009 and shall remain in effect until June 30, 2010.

Provided, that upon proper notice given either party on or before February 1, 2010 pursuant to K.S.A. 72-5423, all items may be re-opened for negotiation in regard to the 2010-11 school year.

In witness thereof, Three Lakes Educational Cooperative and the Three Lakes Educational Cooperative Chapter of Kansas Association of Public Employees hereto have set their hands

this 21st day of September, 2009.

For Three Lakes Educational Cooperative

_____ Date

For the Kansas Association of Public Employees

_____ Date