

**BROWN COUNTY KANSAS SPECIAL EDUCATION INTERLOCAL
#615**

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Becky Shamburg, Director

MASTER AGREEMENT

Between

Special Education Teachers' Association

& the

Brown County Kansas Special Education Interlocal #615
Board of Education

2022-2023

MASTER AGREEMENT

Between

Brown County Kansas Special Education Teachers' Association

&

The Board of Education
Brown County Kansas Special Education Interlocal #615
Brown County

For the School Year 2022-2023

NOTICE ON NON-DISCRIMINATION

THE BROWN COUNTY KANSAS SPECIAL EDUCATION INTERLOCAL #615 IS COMMITTED TO A POLICY OF NON-DISCRIMINATION ON THE BASIS OF RACE, AGE, SEX, RELIGION, COLOR, NATIONAL ORIGIN, CREED, HANDICAP, MARITAL OR PARENTAL STATUS IN EDUCATIONAL PROGRAMS OR ACTIVITIES AND IN EMPLOYMENT, AS SPECIFIED BY FEDERAL AND STATE LAWS AND REGULATIONS.

MASTER AGREEMENT

Brown County Kansas Special Education Teachers' Association
&
Brown County Kansas Special Education Interlocal #615
Board of Education

2022-2023

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2022-2023 Brown County Special Education Salary Schedule

Step	BS	BS + 10	BS + 20	MS	MS + 10	MS + 20	MS + 30	MS + 40
0	\$ 41,600.00	\$ 42,400.00	\$ 43,200.00	\$ 44,200.00	\$ 45,000.00	\$ 45,800.00	\$ 46,600.00	\$ 47,400.00
1	\$ 42,125.00	\$ 42,925.00	\$ 43,725.00	\$ 44,725.00	\$ 45,525.00	\$ 46,325.00	\$ 47,125.00	\$ 47,925.00
2	\$ 42,650.00	\$ 43,450.00	\$ 44,250.00	\$ 45,250.00	\$ 46,050.00	\$ 46,850.00	\$ 47,650.00	\$ 48,450.00
3	\$ 43,175.00	\$ 43,975.00	\$ 44,775.00	\$ 45,775.00	\$ 46,575.00	\$ 47,375.00	\$ 48,175.00	\$ 48,975.00
4	\$ 43,700.00	\$ 44,500.00	\$ 45,300.00	\$ 46,300.00	\$ 47,100.00	\$ 47,900.00	\$ 48,700.00	\$ 49,500.00
5	\$ 44,225.00	\$ 45,025.00	\$ 45,825.00	\$ 46,825.00	\$ 47,625.00	\$ 48,425.00	\$ 49,225.00	\$ 50,025.00
6	\$ 44,750.00	\$ 45,550.00	\$ 46,350.00	\$ 47,350.00	\$ 48,150.00	\$ 48,950.00	\$ 49,750.00	\$ 50,550.00
7	\$ 45,275.00	\$ 46,075.00	\$ 46,875.00	\$ 47,875.00	\$ 48,675.00	\$ 49,475.00	\$ 50,275.00	\$ 51,075.00
8	\$ 45,800.00	\$ 46,600.00	\$ 47,400.00	\$ 48,400.00	\$ 49,200.00	\$ 50,000.00	\$ 50,800.00	\$ 51,600.00
9	\$ 46,325.00	\$ 47,125.00	\$ 47,925.00	\$ 48,925.00	\$ 49,725.00	\$ 50,525.00	\$ 51,325.00	\$ 52,125.00
10	\$ 46,850.00	\$ 47,650.00	\$ 48,450.00	\$ 49,450.00	\$ 50,250.00	\$ 51,050.00	\$ 51,850.00	\$ 52,650.00
11	\$ 47,375.00	\$ 48,175.00	\$ 48,975.00	\$ 49,975.00	\$ 50,775.00	\$ 51,575.00	\$ 52,375.00	\$ 53,175.00
12	\$ 47,900.00	\$ 48,700.00	\$ 49,500.00	\$ 50,500.00	\$ 51,300.00	\$ 52,100.00	\$ 52,900.00	\$ 53,700.00
13	\$ 48,425.00	\$ 49,225.00	\$ 50,025.00	\$ 51,025.00	\$ 51,825.00	\$ 52,625.00	\$ 53,425.00	\$ 54,225.00
14		\$ 49,750.00	\$ 50,550.00	\$ 51,550.00	\$ 52,350.00	\$ 53,150.00	\$ 53,950.00	\$ 54,750.00
15		\$ 50,275.00	\$ 51,075.00	\$ 52,075.00	\$ 52,875.00	\$ 53,675.00	\$ 54,475.00	\$ 55,275.00
16		\$ 50,800.00	\$ 51,600.00	\$ 52,600.00	\$ 53,400.00	\$ 54,200.00	\$ 55,000.00	\$ 55,800.00
17			\$ 52,125.00	\$ 53,125.00	\$ 53,925.00	\$ 54,725.00	\$ 55,525.00	\$ 56,325.00
18			\$ 52,650.00	\$ 53,650.00	\$ 54,450.00	\$ 55,250.00	\$ 56,050.00	\$ 56,850.00
19			\$ 53,175.00	\$ 54,175.00	\$ 54,975.00	\$ 55,775.00	\$ 56,575.00	\$ 57,375.00
20			\$ 53,700.00	\$ 54,700.00	\$ 55,500.00	\$ 56,300.00	\$ 57,100.00	\$ 57,900.00
21					\$ 56,025.00	\$ 56,825.00	\$ 57,625.00	\$ 58,425.00
22					\$ 56,550.00	\$ 57,350.00	\$ 58,150.00	\$ 58,950.00
23						\$ 57,875.00	\$ 58,675.00	\$ 59,475.00
24						\$ 58,400.00	\$ 59,200.00	\$ 60,000.00
25							\$ 59,725.00	\$ 60,525.00
26							\$ 60,250.00	\$ 61,050.00
27								\$ 61,575.00
28								\$ 62,100.00

\$525 vertical increments
 \$800 horizontal increments from BS to BS + 20
 \$1000 horizontal increment from BS + 20 to MS
 \$800 horizontal increments from MS to MS + 40

ARTICLE I – INSTRUCTOR COMPENSATION

A. Base Salaries

The base salary for professional employees of the Brown County Kansas Special Education Interlocal #615 shall be \$41,600. **During the 2022-2023 school year, certified employees shall move one (1) vertical step on the salary schedule if applicable as well as earned horizontal steps on the salary schedule if applicable. (revised 10/5/2022)**

B. Vertical Increments

Vertical increments shall be \$525.

C. Horizontal Increments

Horizontal increments shall be \$800 from BS to BS +20, \$1000 from BS + 20 to MS, \$800 from MS to MS + 40.

D. Application of the Salary Schedule

A request to move on the salary schedule (RTMOSS) is to be filled out by participants that have a minimum of 160 inservice points (or combination of inservice points/college hours equaling 160 points for Bachelor – OR Master – degreed staff). In addition, the individual may move an appropriate number of college hours that are not included in the inservice plan, or a combination of both.

E. Salary Advancement for New Certified Staff

The Clerk of the Board of Education will issue, upon proper request by any qualified teacher new to the district, an eight-hundred (\$800) dollar advancement on the first month's salary. In order to be qualified, the teacher must have worked for six contract days and must have filed a written request with the Clerk of the Board by the end of the first contract working day of that year. Payment will be made at the end of the eighth contract day.

F. Speech/Language Incentive

1. All full-time certified speech/language employees shall be allotted an incentive of \$2,500 on the base of the salary schedule.
2. All part-time certified speech/language employees shall be allotted an incentive of \$2,500 on the base of the salary schedule on a prorated basis.

G. STYLE Incentive

1. All full-time certified teaching staff employed in the STYLE program shall be allotted an incentive of \$2,500 on the base of the salary schedule annually. Any less than full-time certified teaching staff employed in the STYLE program shall receive a prorated share of the \$2,500 incentive.

H. Safe Schools Stipend

1. Starting the 2020-21 school year, certified teachers shall receive a \$150 stipend upon successful completion of required Safe Schools training. These trainings must be completed before the first day of school each school year and payment will be included in the September paycheck.

ARTICLE II – SICK LEAVE

- A. All full-time certified employees shall be allowed fifteen (15) days each year to use for personal illness, illness of a family member, medical, dental, or optometrical appointments, or death of a family member. “Family member” shall be defined as “husband, wife, son, daughter, mother, father, sister, brother, aunt, uncle, cousin, grandfather, grandmother, grandchild, foster/adopted children, respective in-laws of relationships listed, and someone who makes their home with the employee”. Sick leave may also be used for funerals of close friends and business associates at the discretion of the BCK-SEI Director. If these days are not used, they may accumulate to a maximum of one hundred (100) days, with the use of the additional fifteen (15) days allowed for those with the maximum accumulation of sick leave. Part-time employees shall be allowed whatever fractional time they are employed, times the number of days allowed for sick leave per year.
- B. Payment for non-used sick leave is based on a minimum accumulation of twenty (20) days to become eligible for payment. Payment to the individual or estate is to be made upon retirement, death, or long-term disability. The payment rate is to be based on 100% of accumulated days, at the rate of \$20.00 per day.
- C. If a certified staff member needs additional unpaid sick leave time over and above their accumulated and earned sick leave, they or an immediate family member must submit in writing a request for extra unpaid leave days to the sick leave committee. The sick leave committee will be comprised of the director, a board member from each cooperating district, and a teacher from each cooperating district who has accumulated 50 or more days. The written request must include the reason for the extended sick leave time, the number of days requested, and a doctor’s verification of the needed days off. The number of days may not exceed half of a school year. The reason for the extended leave request will be in the case of extreme emergencies involving the certified staff member or an immediate member of their family.
- D. Family Medical Leave Act of 1993 requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one (1) year, and for 1,250 hours over the previous twelve (12) months, and if there are at least fifty (50) employees within seventy-five (75) miles. The following policy will follow the federal guidelines for the Family and Medical Leave Act of 1993.

Unpaid leave must be granted for any of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care,
- To care for the employee’s spouse, son or daughter, or parent, who has a serious condition; or,
- For a serious health condition that makes the employee unable to perform the employee’s job.

Employee shall be given six (6) weeks family and medical leave, paid if sick leave is accrued. With doctor’s written request, released time, with pay if accrued sick leave is available, may be up to twelve (12) weeks. Additional time and sick leave may be used depending upon doctor’s recommendations. Both parents may use this policy with combined twelve (12) weeks on the same birth/adoption.

ARTICLE III – PERSONAL LEAVE

- A. Each employee shall be allotted three (3) personal days per year. The teachers shall no longer be required to discuss the reason for taking a personal day.

- B. Unused personal leave will be added to accumulated sick leave at the end of the school year.

- C. If a certified staff member has over 101 sick days at the end of the school year, one of those additional days can be transferred over to an extra personal day for the following school year. That extra day must be used by the end of the following school year. The number of personal days will not exceed four days.

- D. Leave shall not normally be taken immediately prior to or following a scheduled vacation. To do so will require director approval.

ARTICLE IV – PROFESSIONAL LEAVE

A. Professional Leave

For conventions and conferences, actual expenses for registration, lodging, travel, and a \$25.00 per day (or actual cost, whichever is less) meal allowance will be reimbursed upon presentation of proper receipts and forms.

B. Teachers' Association Leave:

The BCK-SEI Teachers' Association will receive three (3) professional leave days per year. These days are to be administered by the Association president and may be used by the president or by other members as delegated by the president. Usage of these days may be split into convenient time units. This leave will cover substitute teachers but will not cover expense money. This does not affect the regular professional leave.

ARTICLE V – FRINGE BENEFITS

A. Employer Contributions

1. Section 125 – Cafeteria Plan: The Board shall establish a flexible benefit plan intended to qualify as a “Cafeteria Plan” within the meaning of Section 125 (d) of the Internal Revenue code of 1954, as amended, to provide employees with a choice of receiving certain taxable and tax-free benefits provided by the Board.
2. Monthly Allocation by the Board: The Board shall contribute **a maximum of \$703.13 toward the cost of a single or family health policy**, on behalf of each full-time professional staff member as a defined benefit toward health insurance. **(revised 10/5/2022)**

B. Voluntary Salary Reduction Contribution

Each teacher shall be entitled to elect to have a portion of the teacher’s salary used by the Board to purchase additional benefits:

Plan Benefits: Optional benefits to be offered shall include the following:

- a. Health and Dental insurance, (BC/BS or an alternative)
- b. Salary Protection Insurance
- c. Cancer Insurance
- d. Dependent Care
- e. Excess Medical
- f. Education Savings Program
- g. Accident Insurance

Selection of any option(s) by a teacher will be permitted upon original employment and hereafter prior to the beginning of each succeeding contract year. A teacher shall be permitted to change options during the contract year if evidence of family and/or insurability status is presented in writing to the director or his/her designated representative.

Each reduction in a teacher’s salary shall not exceed \$12,000 and shall be applied to the teacher’s salary before federal and state taxes are deducted.

ARTICLE VI – GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Aggrieved Person(s) – An aggrieved person(s) is any employee or group of employees of Interlocal #615 that hold positions that require a certificate and are covered by the negotiated agreement.
2. Grievance – A grievance is a claim by an aggrieved person(s) that an alleged violation of specific terms of the negotiated agreement or board policy have occurred.
3. Days – Except when otherwise indicated, days shall mean days when school is in session.

B. PURPOSE

The purpose of the grievance procedure shall be to provide for the orderly, just, fair, and expeditious adjustment of grievances.

C. PROCEDURES

1. Step One: Informal Resolution

The aggrieved person(s) shall seek to resolve the grievance informally (not in writing) with the Director of Special Education within five (5) days after the occurrence of the incident. The Director of Special Education must set up an informal meeting with the aggrieved person(s) within five (5) days after receiving verbal notice of the concern. Within five (5) days after this informal meeting, the Director shall make his/her decision known to the aggrieved person(s) by means of a second informal meeting. It is not required that the decision be in writing at this level. Neither the Director of Special Education or the aggrieved person(s) may have a representative present at this level.

2. Step Two: Formal Resolution

If the aggrieved person(s) feels that there remains a basis for grievance, the aggrieved person(s) shall present the grievance in writing to the Director of Special Education on the Grievance Report Form (Appendix A). This form must be completed in full for the grievance to be considered. The aggrieved person(s) must file the Grievance report Form with the Director of Special Education within five (5) days after the completion of Step 1. Within five (5) days after receiving the completed Grievance Report Form, the Director of Special Education shall meet with the aggrieved person(s) in writing no more than one (1) day after the conclusion of the meeting. Both the Director of Special Education and the aggrieved person(s) may choose to have a representative with them during Step Two.

3. Step Three: Board Resolution

If the aggrieved person(s) is not satisfied with the disposition of the grievance after Formal Resolution (Step Two), the aggrieved person(s) may appeal the decision to the Special Education Board of Education. The appeal must be filed with the Clerk of the Special Education Board of Education within ten (10) days after completion of Step Two. The Special Education Board of Education will hold a hearing with the aggrieved person(s) within thirty (30) days following the filing of the request for an appeal with the Clerk of the Special Education Board of Education. The appeal to the Special Education Board of Education must include a letter from the aggrieved person(s) stating the concern about the Director's resolution and requesting an appeal hearing be held. This letter must be accompanied by the copy of the completed Appendix A which must include the Director's response. Within five (5) days following the appeal hearing, the Special Education Board of Education shall make its decision known in writing to the aggrieved person(s). Both the Special Education Board of Education and the aggrieved person(s) may choose to have a representative with them during Step Three.

D. SUPPLEMENTAL CONDITIONS

1. All persons involved in the grievance procedures shall be assured that no reprisals will follow for such participation.
2. A record of the grievance, all documents, transcripts, and decisions will be kept in a separate grievance file and will not become a part of the aggrieved person(s) personnel file.
3. All grievance hearings shall be closed meetings and shall be confidential.
4. All grievance hearings shall be at mutually agreed upon times, but cannot be held while school is in session.

ARTICLE VI – GRIEVANCE PROCEDURE

APPENDIX A

GRIEVANCE REPORT FORM

Aggrieved Person(s) _____

Informal Resolution Dates:

Date the Director was informed of Grievance _____

Date the Director met with Aggrieved Person(s) _____

Formal Resolution Dates:

Date formal Grievance filed: _____

Initials of Aggrieved _____ Initials of Director _____

(Above initials are for Joint Verification of the Dates of the Filing of the Grievance.)

- A. Date or dates the grievance occurred: _____
- B. List the specific section(s) or article(s) of the negotiated agreement or board policy that has been violated.

- C. Please state the facts upon which the grievance is based. What specifically occurred to make the aggrieved person(s) feel a violation of the negotiated agreement or board policy has occurred.

(If more space is needed, please feel free to attach additional information.)

- D. Describe any action that has been taken to resolve the grievance.
- _____
- _____
- _____
- _____

(If more space is needed, please feel free to attach additional information.)

ARTICLE VI – GRIEVANCE PROCEDURE

APPENDIX A

GRIEVANCE REPORT FORM (continued)

E. Describe what the aggrieved person(s) would like to have considered in the resolution.

(If more space is needed, please feel free to attach additional information.)

Signature of Aggrieved Person(s) _____ Date _____
Date _____

XX
XXXXXXXXXXXXXXXXXX

To be completed by the Director of Special Education:

F. Resolution of the Grievance:

(If more space is needed, please feel free to attach additional information.)

Signature of the Director of Special Education: _____
Date: _____

XX
XXXXXXXXXXXXXXXXXX

The following signatures indicate that the aggrieved person(s) and the Director of Special Education have seen this completed document and all its attachments. Signatures do not mean all parties are in agreement with the contents.

Signature of Aggrieved Person(s) _____ Date _____
Signature of the Director _____ Date _____

ARTICLE VII – NEGOTIATIONS CLAUSE

A. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement. In the event that any clause or provision of this agreement should be inconsistent with or be superseded by any statutory provision or regulation imposed by the Federal Government, the State of Kansas, or any appropriate agency thereof, such clause or provision shall be null and void. Nothing herein contained shall be construed to limit the statutory powers or duties of the Board and the Director of Special Education, and should it be determined that any portion of this agreement should limit or be inconsistent with said statutory powers or duties, the same shall be null and void. Both parties shall have fifteen (15) days to respond. Subject to the foregoing, this agreement shall be binding upon the parties and in full force and effect, after ratification by the negotiating unit and the Board as provided by Law.

B. YEAR-ROUND MEETINGS

1. MEETING TIME

Commencement, adjournment, and place of meeting of non-prescheduled meetings shall be by mutual consent of both teams.

2. MEETING DATES

In order to insure Article I and Article II of this procedural agreement are met, both the Board of Education and the Association agree to meet at a mutually agreed upon time to help create a better negotiations environment. These meetings will be held at the Special Education Annex. These meetings will allow both parties to work together and provide information to improve the Interlocal. Other meetings may take place based on mutual consent of both parties.

ARTICLE VIII – RETIREMENT PAY

When a teacher retires from teaching for the Brown County Kansas Special Education Interlocal #615, is eligible to receive a retirement benefit from either the Kansas Public Employees Retirement System (KPERs) or the Social Security Administration, and has ten (10) years teaching experience in the Interlocal, the Board will give the teacher a lump sum retirement benefit upon completion of his/her contract. The Board must receive the resignation by July 1 of the school year in which he/she is retiring, however, resignations will be accepted on a case-by-case basis through May 15 of the year in which he/she is retiring if the resignation is necessitated by unforeseen family emergencies or serious illness arising after March 1 but before May 15. The lump sum retirement benefit will be as follows:

Certified staff members who have taught in Interlocal #615 for **ten (10) years to fourteen (14) years** and choose to retire under the Kansas Public Employees Retirement System while teaching in this district shall receive a payment of \$2,000.00 with the last warrant in the regular contracted salary. This bonus payment shall be made as a lump sum payment.

Certified staff members who have taught in Interlocal #615 for **fifteen (15) years or more** and choose to retire under the Kansas Public Employees Retirement System while teaching in this district shall receive a payment of \$3,000.00 with the last warrant in the regular contracted salary. This bonus payment shall be made as a lump sum payment. **(revised 11/3/2021)**

ARTICLE IX – REIMBURSEMENT FOR PHYSICAL EXAMINATION

When first hired, teachers will be responsible for the expense of a physical examination. Thereafter, teachers undergoing a physical examination deemed necessary by the Board will be reimbursed the actual cost of the physical requested.

ARTICLE X – MILEAGE REIMBURSEMENT

1. All itinerant special education personnel shall be assigned a base school by the Special Education Interlocal Director.
2. Mileage shall be paid at the rate per mile allowable by the state from the instructor's base school to and from other attendance centers where the instructor is required to work.

ARTICLE XI – REIMBURSEMENT FOR COMMITTEE WORK

Professional staff working on projects or committees including PDC that have been approved by the Interlocal Board or the Special Education Director will be paid \$15.00 per hour for committee work done outside the contracted day. If the committee work is directly related to improvement of instruction, the teacher may choose to receive inservice points in lieu of monetary compensation. Time sheets for committee work will be turned in monthly.

Professional staff working on the Autism committee will receive \$500 compensation payable at the end of the school year.

ARTICLE XII – STAFF VACANCIES

The Director of Special Education shall make available to the Association a list of vacancies which occur during the year and for the following school year upon knowledge of such vacancies. Said vacancies shall be posted for not less than ten (10) school days prior to their being filled. Brown County Kansas Special Education Interlocal #615 teachers may request to fill these positions, and upon the recommendation of the Director, shall be granted a transfer, if the Board of Education approves.

ARTICLE XIII – EVALUATIONS

All certified employees of Brown County Kansas Special Education Interlocal #615 shall be evaluated following the procedures outlined as listed below. The Board of Education reserves the right to evaluate staff as frequently as the Board deems appropriate but not less than that which is required by state statute.

PROCEDURES

1. All teachers will be evaluated using the evaluation format adopted by the respective school district where the teacher works.
2. All evaluations will be made in writing.
3. The evaluator will coordinate the timing for the observation and conference in the evaluation process.
4. The evaluator will schedule personal classroom observations with the teacher prior to the summative evaluation.
5. Within 5 days following the final observation the evaluator will conference with the teacher. The focus of the evaluation conference will include a discussion of the teacher's self-evaluation, and the evaluator's evaluation. Using the data gathered, the evaluator and teacher will complete the district summative evaluation form to identify strengths and areas for professional growth. Strategies will be identified and accompanied by any needed resources and the responsibilities of each party.

The evaluation forms will be completed, signed by the teacher and evaluator. Copies of the forms will be distributed to the teacher and director.

6. Completed evaluations will be maintained in the Brown County Kansas Special Education Interlocal #615 office for five years.
7. Evaluation documents shall be available only to such persons as are authorized by Kansas law to examine such documents. Such persons are identified in KSA 72-9005 as "the evaluated employee, the board, the appropriate administrative staff members designated by the board, the school board attorney upon request of the board, the state board of education as provided by KSA 72-7515, the board and the administrative staff of any school to which such employee applies for employment, and any other person specified by the employee in writing to his or her board."

TIMELINES

SEPTEMBER 1 – Each school year, the director will notify the teachers to be evaluated of the procedure, criteria and timelines to be used.

60th SCHOOL DAY OF THE SEMESTER – Each teacher, in their first two years of consecutive employment will be evaluated by the 60th school day each semester. Days will be counted from the first day of classes.

The initial evaluations of the first and second year teachers will be completed early in the semester. Focus on the subsequent evaluation will be on the progress toward established goals with appropriate feedback and revision in support of continuous progress in meeting district expectations. Focus of the evaluation of first and second year teachers will be on classroom management, instructional skills and depth of subject matter knowledge.

Beginning with their third year of employment, teachers will be evaluated upon their personal and professional growth in support of building and district school improvement goals.

February 15th – During the third and fourth years of employment, teachers will be evaluated one time during the year, no later than February 15th.

After four years of employment, teachers will be evaluated at least once every three years by February 15th.

FIVE DAYS – The evaluator will conduct the summative evaluation conference with the teacher within five working days following the completion of the formal observations.

SEVEN DAYS – Signed copies of the evaluation forms will be submitted to the director within seven working days following the summative evaluation conference.

ARTICLE XIV – REDUCTION OF STAFF

If the board decides that the size of the teaching staff must be reduced, guidelines in the following rule or the negotiated agreement, if applicable, 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 district's administrative staff to reduce the teaching staff:

The number of teaching positions to be reduced shall be in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be nonrenewed due to reduction in force.

The educational goals and needs of the district, individual certifications, qualifications, training, skills, evaluations, and interests shall be considered.

If all of the teachers in the area identified for reduction have similar certifications, qualifications, training, skills, evaluations and interests, the teacher(s) who best meets the needs of the district, considering the factors outlined above and any other relevant factors, will be retained.

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 district of their current address. The superintendent will recommend to the board reinstatement of any teacher he/she deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any teacher after a period of one year from the date of nonrenewal.

Approved: KASB Recommendation – 2/98; 4/07; 6/14

ARTICLE XV – SCHEDULING WORKDAYS

Each teacher shall be provided one workday per semester. The Director of Special Education shall be responsible for scheduling said workday.

ARTICLE XVI – RELEASE FROM CONTRACT

Teachers are sometimes offered positions in other school systems which may provide professional advancement and may cause a teacher to ask to be released from a contract in the local school. If a suitable replacement can be found and it is felt that the educational program of the schools will not be impaired, a teacher may be released from the obligation of a contract.

Should a certified employee who is in the fourth year of employment with BCKSEI request release prior to May 1 for the upcoming contract year, he/she will receive a \$500 lump sum payment."

ARTICLE XVII – PROFESSIONAL DAY

- A. The length of the teacher workday will be 8 hours (including lunch) as determined and scheduled by the Board of Education. The workday may be extended by the Board of Education for parent/teacher conferences, open house, and faculty meetings called by the administration. Faculty meetings shall not begin prior to 7:00 a.m. and shall not end no later than 5:00 p.m.
- B. Each teacher shall receive a planning time period which shall:
 - 1. Be consistent with the regular education classroom teachers within the buildings they serve.
 - 2. Be a minimum of two hundred (200) minutes per week, not necessarily used consecutively.
- C. Loss of Planning Time
 - 1. When a teacher is required by the Director of Special Education to forfeit their planning period to fulfill another special education teacher's duties on a short-term basis; i.e. one day or other short-term assignment, they will be paid \$15.00 per hour, paid proportionate to the nearest hour per period lost.
 - 2. When a teacher is required by the Director of Special Education to forfeit their planning period for an extended period of time; i.e., for a full quarter, or longer, they will be reimbursed 1/7 (one-seventh) of their annual salary as proportionate to the amount of time lost.
- D. Teachers will be provided a duty-free lunch period equal to the amount scheduled for individual students in that building, except for deviation in case of emergency.

ARTICLE XVIII – ASSOCIATION RIGHTS

1. The BCK-SEI Teachers' Association may use the BCK-SEI building and facilities to conduct official business or have social functions providing the function and meeting meet all of the stipulations set forth by BCK-SEI regulations.
2. The BCK-SEI Teachers' Association may use BCK-SEI equipment to complete official association business in accordance with state law, which may include use of the copier, computer, Internet, e-mail, fax machine, etc.
3. The BCK-SEI Teachers' Association may have the privilege of using the BCK-SEI mailboxes and bulletin boards in the BCK-SEI buildings to communicate with its members.

ARTICLE XIX – POLITICAL OFFICE LEAVE OF ABSENCE

Teachers may seek elections and may hold political offices, which do not interfere with the performance of their responsibilities to the school system. However, before deciding to seek office, which would interfere with performance of the duties of the teacher for the position which they are under contract to perform they must reach an agreement with the school board on matters of salary, time to be away from duty, and all other matters relating to interference with the performance of regular duties. Each such matter will be considered by the Board of Education on an individual basis – as to whether or not the request to participate in political matters will be granted. The teacher reimburses the Interlocal for the cost of the substitute teacher for time missed from school.

ARTICLE XXI – EMPLOYMENT RELATED ASSAULT

An educator who has suffered an assault and/or battery, connected directly with his/her employment, where such event occurs in school, on school grounds, or while the educator is engaged in duties at scheduled school activity, shall, to the extent physically able, within one week of the event, make a written report of the event to his/her building principal or his/her secretary, the Director of Special Education or Clerk of the Board, and to the proper law enforcement agency or agencies. All illegal acts, including assault and/or battery, must be reported to law enforcement.

Whenever an educator is absent from his/her Interlocal responsibilities as a result of personal injury caused by an assault and/or battery, as described above, and the Board finds that the educator used reasonable judgment, he/she shall be paid full salary, less any disability benefits provided by the Board; such absence shall not be charged to the educator's sick leave, provided that:

- (1) the Board or its designee shall determine that the educator has used reasonable judgment in the incident.
- (2) a report has already been filed with the appropriate law enforcement agency; and,
- (3) the Board may require medical reports to verify the disability.

SIGNATORY PAGE

In witness whereof, the parties hereunto set their hands this

5th day of October, 2022

Signed: Becky Shamburg, chairperson
Negotiations Committee, BCK-SEI Board of Education

Signed: [Signature], chairperson
Negotiations Committee, BCK-SEI Teachers' Association

ATTEST:

Ratified at an official meeting of the Board of Education,
Brown County Kansas Special Education Interlocal #615,
On this 5th day of October, 2022

FOR THE BOARD OF EDUCATION

x. [Signature]
President

[Signature]
Clerk

Ratified at an official meeting of the Teachers' Association of the
Brown County Kansas Special Education Interlocal #615.
On this 5th day of October, 2022.

FOR THE TEACHERS' ASSOCIATION

[Signature]
President

[Signature]
Secretary