

**INTERLOCAL #608**

**NORTHEAST KANSAS EDUCATION  
SERVICE CENTER**

**NEGOTIATED AGREEMENT  
2008-2009**

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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, Grant, and Parent as Teacher 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. 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 IV: EVALUATION OF PROFESSIONAL EMPLOYEES**

**SECTION A:** It is agreed that all certified/licensed teacher with the Northeast Kansas Education Service Center will be evaluated by Northeast Kansas Education Service Center administration. The building principals will be asked to assist in these 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 (15<sup>th</sup>). After the fourth year of employment, teachers will be evaluated at least once every three years but not later than February fifteenth (15<sup>th</sup>) 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.

**SECTION D:** No tenured teacher shall be terminated or non-renewed without due process as required by Kansas Law.

#### **ITEM V: 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. 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 executive director. The executive director 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 executive director 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.

**ITEM VI: 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. 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.

**ITEM VII: 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 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 VIII: LEAVE FOR CERTIFIED TEACHERS**

**SECTION A:** Ten (10) days, five discretionary and five sick, of leave (earned 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 unearned days, the final paycheck will be adjusted to pay back unearned 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 seventy (70) sick days or placed in the sick leave bank to pay back days borrowed. The monthly accumulation of discretionary/sick leave will be provided 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.

**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.

**ITEM IX: 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 X: 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 seven school districts. Any compensation, except expenses, shall revert to NEKESC. No deductions of personal leave, or loss of pay, shall be made for judicial leave.

**ITEM XI: SICK LEAVE BANK**

SECTION A: Each newly employed teacher will donate one (1) day of leave to the Sick Leave Bank at the beginning of the year. The Board will also place days accumulated over seventy at the end of the contract year until the Bank has reached a lid of two hundred (200) days.

SECTION B: No teacher may use the Sick Leave Bank until his/her accumulated sick leave and personal leave have been exhausted. Sick leave from the Sick Leave Bank will be applicable for emergency/unexpected illness or injury of the teacher or immediate family. Immediate family includes spouse, parents, and children. Use of Sick Leave Bank is limited to twenty (20) days per school year per individual. No more than forty (40) days may be owed to the bank at any time. All requests to borrow days must be for the current contract year.

SECTION C: A doctor’s statement shall be required to verify legitimate use of the Sick Leave Bank and must accompany the request to use the Sick Leave Bank. The doctor’s statement should include the dates and nature of the illness/emergency for which days are being requested.

SECTION D: Eligibility for participation in the Sick Leave Bank shall be limited to any teacher of the Northeast Kansas Education Service Center who is under continuous employment of the Service Center.

SECTION E: A Bank Review Standing Committee shall be composed of the executive director, one Board member, and three teachers selected by the Association. Two teachers must attend a requested Sick Leave Bank meeting. The three teachers will serve for at least three years with at least one continuing if others are replaced. The Association will provide the Clerk of the Board a list of committee members.

SECTION F: To borrow from the Sick Leave Bank, the teacher will send a written application (Sick Leave Form) along with a doctor’s statement to the Clerk of the Board by June 5th and ask the committee to meet at the June Board meeting. The Clerk will notify the committee members of the request and meeting time and provide the committee with the application and statement. Each committee member will have one vote. A majority of three (3) votes is needed to approve any or all of the requested days. The application is dropped if the three votes are not obtained. One of the standing committee teachers will

serve as chair of the Sick Leave Bank Review Committee; the other will take minutes and send copies to the committee members, Clerk of the Board, Business Manager, and requesting teacher.

The Sick Leave Bank Review Committee may also be asked in writing to seek donated days on behalf of a teacher to a) pay back days the individual owes the bank or b) receive days when the teacher has exhausted sick, discretionary, personal, and sick leave bank resources. Donated days may not bring the total leave including all employee leave time, (sick, discretionary, personal, and sick bank requested days) in any given school year above 60 days. The Board will make final approval of the donation.

SECTION G: To return borrowed days to the bank, the teacher will pay at least one (1) day at the beginning of the contract year. If more than ten days are owed, one (1) day for every ten (10) days owed will be paid until all borrowed days are repaid. The teacher's unused sick, discretionary, or personal leave at the end of the contract year will also be automatically placed in the Sick Leave Bank in August of the following contract year. If the teacher leaves the Service Center's employment any time during the year, the bank will receive any accrued unused sick, discretionary, or personal leave days from the teacher. The payback of borrowed days will be made even if the bank is at two hundred (200) days.

SECTION H: Sick and personal leave days over 30 of retiring teachers will be added to the Sick Leave Bank in August. Unused sick and personal leave days of teachers leaving Service Center employment at the end of the contract year will be added to the bank in August.

SECTION I: If the Sick Leave Bank is used to its limit or has twenty or fewer days, then the Sick Leave Bank will be reevaluated by the Board and the Association as to its renewal and by what means. This will take place during the following negotiations session.

## **ITEM XII: 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, 2008, through June 30, 2009. 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, 2009. 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 XIII: PAY INCREMENTS AND DIFFERENTIALS**

SECTION A: The Board agrees to pay a base salary of \$35,317 for the 2008-2009 school year.

SECTION B: It is agreed that all certified/licensed teacher will be entitled to the 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. College hours or in-service points must be submitted to the director on or before September 1st for credit during the current school year.

**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:** Movement on the salary schedule is limited to one step experience per year with the following exceptions: All M.S., M.S.+10, M.S.+20, and M.S.+30 placements, who have been at the bottom of their columns, will move one or two steps as is applicable. Teachers initially placed on the salary schedule at a step that does not reflect actual experience may catch up, upon attaining tenure, at no more than five experience steps per contract year until the number of years of actual verified certified/licensed experience is reached. In the case where a certified/licensed teacher is granted an advanced degree, the certified/licensed teacher will be paid the salary in the horizontal column that corresponds to that degree at the beginning of the new contract year.

**SECTION G:** A 20 step salary schedule will be in effect with the following provisions: Beginning with the 2008-2009 agreement, The Board and Association shall enter into an agreement with regard to the salary schedule and benefits only. During the 2009-2010 school year, certified/licensed teachers will be at the average annual salary and benefits of the top two districts our agency serves. The average of the top two districts will be computed through a comparison of NEKESC step 10 at the MS and MS+30 to the halfway step of each district at MS and MS+30. Ex: If a schedule has twenty- two steps, comparison will be made at MS and MS+30 at step 11.

**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 | 5) Salary protection insurance   |
| 2) Dental insurance       | 6) Medical expense reimbursement |
| 3) Cancer insurance       | 7) Dependent care reimbursement  |
| 4) Vision care            | 8) Cash                          |

**SECTION C:** The health insurance carrier will be Blue Cross or such other carrier and benefits as approved by the Board. The dental insurance carrier will be Security Benefit, Delta Dental, or such other carrier and benefits as approved by the Board. The cancer insurance carrier will be American Fidelity, Security Benefit, Reliant, or such other carrier and benefits as approved by the Board. The vision

insurance carrier will be Security Benefit or such other carrier and benefits as approved by the Board. The salary protection insurance will be purchased through American Fidelity Assurance Company, Ogden Financial Services, Reliant, or such other carrier and benefits 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 Union Central Life Insurance Company, Security Benefit Life, American Fidelity, T. Rowe/Price, Waddell Reed, or Reliant. 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 \$400.00 for SINGLE and \$600 for FAMILY (anything above a single premium) per month for each full-time teacher to be applied to the purchase of health related insurance in the program approved by the Board. The amount shall be applied to the purchase of group health insurance, dental insurance, cancer insurance, vision insurance, and salary protection only and may not be taken as cash or as a part of the Section 125 Fringe Benefit Plan.

SECTION H: The \$400/\$600 per month 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: EARLY RETIREMENT

The Board of Education will grant early retirement to any full time certified/licensed teacher who qualifies under the current KPERS (Kansas Public Employees' Retirement System) formula guidelines of (85) points.

1. Eligibility: Any full time certified/licensed teacher of Interlocal 608 who has been employed for ten or more years by the NEKESC or a total of ten years with the NEKESC and/or participating districts or schools.
2. Benefit: An eligible certified/licensed teacher who submits in writing a copy of intent to retire by March 1, will receive the amount of fringe benefit for a single health plan in Item XIV, Section G of each new contract in continued coverage of the group health insurance plan for five years from the anniversary date of such actual retirement, until Medicare eligible or upon

death. The benefit will be paid to the Board approved provider of group health insurance. The retiring certified/licensed teacher is responsible for payment of any additional premium.

3. Terms and Conditions: This section will remain in effect until 2010 when it will then be subject to re-negotiation. Any eligible certified employee shall be granted such benefit until the fifth year anniversary date of such retirement, becoming Medicare eligible, or upon death. Any early retirement plan benefits shall cease upon certified employee reaching the fifth year anniversary date of his/her retirement, becoming Medicare eligible or upon death.
  - a. Any eligible full time certified/licensed teacher shall be granted this benefit.
  - b. Should the Board and Association review and negotiate discontinuance of this section, anyone who is eligible at that time will be able to announce intent to retire under these provisions before March 1, 2010.
  - c. Said fringe benefit amount will be transmitted by the NEKESC to the group health insurance provider.
  - d. Retired employee is responsible for providing his/her current mailing address and phone number.

#### SECTION J: NATIONAL BOARD CERTIFICATION

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

#### ITEM XV: MILEAGE REIMBURSEMENT

Mileage for authorized use of a personal auto for Service Center business shall be paid at the mileage rate established 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 may 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 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.

Salary Schedule 2008-2009

NEKESC  
2008-2009 Salary Schedule

Steps	BS	BS+10	BS+20	BS+30	MS	MS+10	MS+20	MS+30	SP/MS+40
	1	2	3	4	5	6	7	8	9
1	35317	35867	36667	37167	38167	38967	39567	40167	40767
2	35567	36167	36967	37467	38602	39402	40002	40602	41202
3	36002	36617	37417	37917	39302	40102	40702	41202	41702
4	36437	37067	37867	38367	39802	40602	41202	41802	42402
5	36872	37502	38317	38817	40602	41402	42002	42602	43202
6	37307	37937	38767	39267	41302	42302	43002	43602	44202
7	37742	38372	39217	39717	41852	43202	44002	44602	45202
8	38177	38807	39667	40167	42352	43702	44502	45102	45702
9	38177	39242	40117	40617	42852	44202	45002	45602	46202
10	38177	39677	40567	41102	43352	44702	45502	46152	46752
11	38177	39677	41017	41587	43837	45202	46002	46652	47252
12	38177	39677	41467	42072	44322	45702	46502	47152	47752
13	38177	39677	41467	42557	44807	46202	47002	47652	48252
14	38177	39677	41467	43042	45292	46702	47502	48152	48752
15	38177	39677	41467	43527	45777	47202	48002	48652	49302
16	38177	39677	41467	43527	46262	47702	48502	49152	49802
17	38177	39677	41467	43527	46747	48202	49002	49652	50302
18	38177	39677	41467	43527	47232	48702	49502	50152	50802
19	38177	39677	41467	43527	47717	49202	50002	50652	51302
20	38177	39677	41467	43527	48202	49702	50502	51152	51802