

Doniphan County Education Cooperative #616
Negotiated Agreement

2023-24

D.C.E.C. Negotiated Agreement

2023-24

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D.C.E.C. NEGOTIATED AGREEMENT

2023-24

ITEM I: ORGANIZATION RECOGNITION

The Board of Education of the Doniphan County Education Cooperative Interlocal #616, referred to in this agreement as the "Board", recognizes the Doniphan Special Educators NEA, referred to in this agreement as the "Association", for the purposes of professional negotiations under KSA 72-5413, et. seq., as the exclusive representative for all certified professional employees; excluding administrators; school psychologists; social workers; and any speech therapists hired after July 1, 2003; substitute teachers; and part-time employees working less than one-half full-time, contracted by the Doniphan County Education Cooperative. Excluded professional employees may request representation by the Association.

ITEM II: REFERENCE CLAUSE

The provisions set forth in this agreement shall be made a part of the professional employee's individual comprehensive contract with the same force and effect as though fully set forth there-in. This agreement may be altered, changed, added to, deleted from or modified during the period of agreement only through professional negotiation procedure under KSA-72-5413, et.seq. Any policy, practice or negotiated agreement in violation of State and Federal laws and hearing shall be null and void.

ITEM III: TERMS OF AGREEMENT

A. Contract Conditions

This negotiated agreement shall be for one calendar year, the 2023-2024 school year. All Association members shall be assigned to the basic contract conditions. All contract assignments are made by the Director of DCEC.

B. The maximum number of days for a returning DCEC teacher will be one additional day higher than the interlocal district with the highest number of teacher work days. This allows for 1 additional negotiated in-service day (2020). Returning staff members required to work beyond the base number of days will be compensated at their daily rate. 2022-2021: The returning teacher contract will be for a maximum of 184 days, days beyond this number, with the exception of new staff members will be paid at the employee's daily rate. Staff will be able to use district flex days and early outs of the district assigned.

C. Additional days added to a staff members contract will be reviewed annually with no guarantee of additional days continuing each year. Additional days are added based on the need of DCEC and the work the days are needed for. Formula for additional days added to contract: Find teachers base salary, divide by 184 days for daily rate, multiply daily rate by the number of additional days. Any staff member who works additional days, will work the calendar established by the director.

ITEM IV: HOURS AND AMOUNTS OF WORK

Special Education Cooperative teachers who are assigned to a district will follow the daily contractual hours and approved calendar of the district to which they are assigned, in addition to the DCEC Professional Development Days; days beyond 184 will be compensated at the daily rate of the teacher. Teachers with additional days added to their contract will follow the calendar

established by the Director. Teachers will be responsible for the supervision of students as assigned. Professional staff will be expected to meet job responsibilities. Teachers will not leave students assigned to their classrooms unsupervised. Teachers will receive duty free lunch in accordance to the building they are assigned.

ITEM V: PREPARATION TIME

Every professional staff member of the Doniphan County Education Cooperative shall 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. Professional staff members are not required to supervise during planning period; however there may be students in the classroom with other staff members. Itinerant staff members may arrange for a one-half day block of planning time. The Director will assist the teacher by writing letters to and talking to school principals and superintendents in an effort to see that everything possible is done to obtain the goal of 200 minutes of planning time per week. One (1) of the workdays in the classroom, without students within the assigned district calendar, will be provided per school year with the professional paid and all paraprofessionals assigned present for training, planning and preparation.

ITEM VI: EVALUATION OF PROFESSIONAL EMPLOYEES

For DCEC staff evaluation is an ongoing process. All professional staff will be evaluated according to Kansas Law. Building administrators from the DCEC participating districts will conduct the evaluation of teachers assigned to their building utilizing the local district evaluation instrument and procedures. Each employee will have the right to request that a DCEC administrator provide input to the evaluation. If an employee is dissatisfied with the building administrator's evaluation, the employee may request that a second evaluation by the DCEC Director be conducted.

ITEM VII: POSTING OF VACANCIES AND CHANGES IN ROOM LOCATION

Any staff member wishing to transfer to another position within the cooperative may notify the DCEC office in writing by April 1st annually. All such requests will be kept on file and interviews will be scheduled based on these requests. Vacancies, newly created positions and room changes will be sent to each teacher via email addresses and the DCEC KNEA President.

ITEM VIII: GRIEVANCE PROCEDURES

SECTION A: PURPOSE. The purpose of this grievance procedure is to establish a prompt and orderly procedure for adjusting grievance.

SECTION B: DEFINITION. A "grievance" shall mean a claim by an employee that a dispute or disagreement exists involving interpretation or application of the terms of the negotiated agreement or provisions of the employee's contract.

An "aggrieved person" is the person or persons affected by the violation involving interpretation or application of the terms of the negotiated agreement or contract.

A "party in interest" is the person or persons asking 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 this procedure shall, except where otherwise indicated, mean working days: Saturday, Sunday, holidays, and vacation days of the aggrieved person are excluded.

SECTION C: PROCEDURE. A grievance should be processed as rapidly as feasible; hence, the number of days indicated at each level is considered as a maximum. The parties in interest shall act in good faith to expedite the process. The time limits indicated may be extended by written mutual agreement, but no extension is to exceed fifteen (15) days. Failure of the administrative official to render a decision within the time limits indicated automatically authorizes the aggrieved person to proceed to the next level with his/her grievance.

At all levels of the grievance procedure, an aggrieved person may a) discuss the grievance personally; b) be accompanied by 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 as indicated.

STEP ONE: INFORMAL RESOLUTION

In the event that an employee believes that there is a basis for a grievance, He/she shall present his/her grievance in writing to his/her Director and/or DCEC Administration and the Association President. He/She shall discuss the grievance on an informal basis with the Director and/or DCEC Administration. This discussion shall be within five (5) days of the written filing of the grievance. Within five (5) days after hearing the grievance, the immediate Director and/or DCEC Administration shall make his/her decision in writing to the aggrieved person and the Association President.

STEP TWO: FORMAL RESOLUTION

If the aggrieved person is not satisfied, with the disposition of the grievance in Step One, he/she may appeal that disposition to the Board. The grievance must be referred to and decided by the Board within twenty (20) days following the filing with the Clerk of the Board. The Board shall make its decision in writing to the aggrieved person and the Association President within five (5) days after the grievance.

STEP THREE: Any grievance dispute, which is not resolved at the level described in Step Two under the Grievance Procedure, herein may be appealed to the District Court as provided by Kansas State Statute.

SECTION D: No reprisal 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.

Any party in interest may be represented at any and all stages of the grievance procedure by a person(s) of his/her own choosing.

ITEM IX: COURT APPEARANCES

Teachers subpoenaed or summoned to serve as witnesses or jurors in any court proceeding shall receive full pay for time absent while (being the same number of days for which the teacher is paid by the Court for serving as a witness or a juror), less any remuneration received by the teacher in the form of a witness or juror's fee.

ITEM X: LEAVE FOR PROFESSIONAL EMPLOYEES

All full-time certified professional employees shall be eligible to receive the following leave benefits with pay. Leave benefits applying to the day immediately preceding or following a scheduled holiday may require a written doctor's excuse.

SECTION A: SICK LEAVE. Ten (10) days per school year annual sick leave shall be granted to each professional employee for personal illness or injury to the employee or for the employee's family (spouse or child). Sick leave may also be taken for hospitalization of employee's parent's and parents-in-law. Each employee's unused annual sick leave remaining at the end of any school year shall accumulate from year to year to a maximum of seventy-five (75) days. Teachers leaving after completing their fourth contract year will be paid \$40 per day for unused sick leave upon leaving employment with DCEC. Retiring teachers will be paid \$50 per day for their accumulated sick days. Teachers will be paid in the September check of next school year the amount of \$40 per day for those days above the accumulated 75 sick days.

SECTION B: BEREAVEMENT LEAVE. Bereavement leave, not to exceed 10 days per year, may be granted to a teacher and shall be charged against the teacher's current and accumulated sick leave. Bereavement leave may be used only in case of immediate family, or close relative or close friend. More than 10 days can be allowed at the discretion of the Director.

SECTION C: PROFESSIONAL LEAVE. Each teacher shall be entitled to three (3) professional leave days during each school term for the purpose of attending professional conventions, institutes and meetings. Ten (10) day notice and permission of the administrator shall be required for professional leave. If an employee uses three (3) or less sick days in one contract year, the following contract year that employee shall be able to use one (1) professional leave day as an additional personal leave day.

SECTION D: PERSONAL LEAVE. Each teacher shall be entitled to three (3) personal leave days during each school term. This personal leave shall not be charged against teacher's current and accumulated sick leave. Notification of intent to take personal leave shall be made three days in advance, when possible to the building principal and the DCEC Board Clerk. In case of an emergency (less than 3 days), a written notice is required and should be made to the building principal and DCEC Board Clerk. Personal leave may not be used on scheduled in-service days and workdays, unless approved by the building administrator and DCEC Director. At the end of the school year, unused personal leave will roll over into the professional's sick leave and will follow the guidelines under SICK LEAVE.

SECTION E: SICK LEAVE BANK. At the beginning of each school year, each teacher shall contribute one (1) day of sick to the Sick Leave Bank, if there are fewer than fifty (50) days in the Bank. If the Bank has fifty (50) days, then the entire ten (10) days will be given to the teacher. The teacher's association shall be responsible for the administration of the sick leave bank. The teacher's association will make up all used days in the sick leave bank to maintain the bank at fifty (50) days. The teacher's association will take all responsibility for deciding who will be granted days from the sick leave bank. The teacher's association will provide a policy as to how the sick leave bank will be administered and will notify the Director of allotment in the Sick Leave Bank. If not notified, pay will be deducted. A teacher who has used all of his/her sick leave may apply to the teacher association committee to use the sick leave bank. The Committee may grant from 0 to 15 days of paid leave to each applicant per school year. (See Sick Leave Bank Forms, attachments Appendix I and Appendix II, pages 11 & 12).

SECTION F: Extended leave of five consecutive days or more shall be verified by a doctor's statement.

SECTION G: LEAVE CONTRIBUTIONS

Each teacher will be allowed to contribute up to three (3) leave days per incident to staff members who have suffered a catastrophic event.

ITEM XI: RESIGNATIONS, CONTINUATION, NON-RENEWAL AND TERMINATION OF CONTRACT

Contract renewals, continuations, terminations will be according to State and Federal laws. All teacher requests for release after the time designated by said laws may be granted subject to the availability of a suitable replacement and in accordance with the remittance of the following liquidated damages:

Fifteenth calendar day following the third Friday in May until June 30 (K.S.A, 72-5437)

June 30	\$1000
July 1 - July 15	\$3500
July 16 - After Beginning of Contract	\$5000

The Board retains the right to waive any or all liquidated damages.

SECTION A: Federal Law #72-5412 states “...any contract of employment made by the board of education of any school prior to the public hearing on the budget of such school district shall be voidable in case adequate funds are not available in such budget for the compensation provided for in such contracts.” As a result of the Interlocal arrangement of the Doniphan County Education Cooperative “school districts” also implies the ability for school districts to be charged with equal control and/or authority.

SECTION B: REDUCTION IN FORCE (R.I.F.) POLICY

As a result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances, it may be necessary to reduce the number of professional employees employed by DCEC. A decision to reduce professional staff will in all cases be made by the Board of Education. The Board may retain any professional employee who it deems necessary to staff all programs of DCEC, including curricular, co-curricular and extra-curricular programs, it is the policy of DCEC, use normal attrition of staff; i.e., resignations, retirement, leaves of absence, as the first means of achieving a reduction in professional staff. However, when normal attrition is not sufficient, it shall be accomplished in a fair and orderly manner as provided in this policy. No action may be taken under this policy if it will result in a violation of federal, state, or local laws or regulations.

(1) Definition:

As used in this policy, “Professional Employee” shall mean any employee of the Cooperative who is regularly assigned, on at least a half-time basis, to a teaching position which requires a certificate issued by the State Department of Education.

(2) Procedure:

- (a) Whenever the Director determines that a necessary reduction of professional staff will not be accomplished through normal attrition, all professional employees of the Cooperative will be advised of the reasons for the reduction and the procedures and considerations to be used in determining which professional employees will be placed on involuntary leave of absence.

The Director will review all relevant facts and recommend to the Board of Education those professional employees who should be placed on involuntary leave of absence. In determining which professional employees shall be recommended, the Director shall give consideration to all of the following factors

- Seniority,
- Teaching experience in specific categorical areas,
- areas of certification,
- Advanced degrees and additional credit hours,

- Professional performance as determined by evaluations.

After considering the above-mentioned factors, the Director shall make his/her recommendations for reductions of professional staff based upon what he/she considers to be the best interests of the cooperative. The Director will present data and reasons in writing to the Board in support of his/her recommendations.

(3) Recall Procedure:

- (a) A professional employee who has been placed on involuntary leave of absence as the result of the reduction in professional staff shall be offered re-employment with the Cooperative for a period of two years following the date the professional employee was placed on involuntary leave of absence. Such re-employment shall be offered when a vacancy occurs for which the professional employee is certified and qualified. Any professional employee, who is on involuntary leave of absence, shall be given preference for substitute teaching positions with the Cooperative.
- (b) A professional employee's seniority with the Cooperative and placement on the salary schedule shall not be adversely affected by an involuntary leave of absence. However, such professional employee shall not receive seniority credit or credit on the salary schedule for the period of time the employee is on involuntary leave of absence. Upon re-employment, a professional employee shall be entitled to all accumulated leave and other benefits accrued during his or her period of employment with the Cooperative prior to lay-off.
- (c) Professional employees on involuntary leave of absence will be offered re-employment with the Cooperative in the inverse order of lay-off. If two or more professional employees being considered for recall have the same lay-off date, the Director will determine priority for recall after considering all of the factors contained in Section (2) paragraph (b) of this policy. No person new to the Cooperative shall be employed to fill a vacancy, if there is a professional employee on involuntary leave of absence, who is qualified and certified to fill that position.

If a professional employee rejects a re-employment or fails to report as directed within fourteen days after receiving a recall notice, such action or failure to act by the professional employee shall be construed as a resignation. Acceptance of an employment contract with another School District/Cooperative will be construed as a resignation.

No action may be taken under this policy if it will result in a violation of federal, state, or local laws or regulations.

Professional employees on involuntary leave of absence shall be given the first opportunity for re-employment with the Cooperative when vacancies occur for which they are qualified and certified. No person new to the Cooperative shall be employed to fill a vacancy if there is a professional employee on involuntary leave of absence who is qualified and certified to fill that position.

SECTION C: If written notice is given to the Director of DCEC on or before December 1st of the teachers intent to resign or retire from the district after five (5) to ten (10) years of service a \$500 bonus will be given upon the completion of their contract. Eleven (11) plus years of service a \$750 bonus will be given upon completion of their contract.

ITEM XII: SALARIES AND WAGES

The salary schedule for the one-year agreement is shown in Appendix III. A) EXTRA DUTY DAYS: Subject to the discretion of the Director, teachers asked to work additional days beyond the regular contract will be paid at their daily rate of pay, B) SALARY SCHEDULE: The Board agree to a base salary of **\$40,800** for a teacher with a Bachelor's degree and 0 years of experience of the 2023-24 calendar year for the one year.

- A. EXTRA DUTY DAYS: Subject to the discretion of the Director, teachers asked to work additional days beyond the regular contract will be paid at their daily rate of pay, teachers asked to work additional days beyond the regular 184 contracts will be paid at their daily rate of pay, with the exception of new staff to DCEC, who can be asked to attend up to two days of new teacher orientation.
- B. SALARY SCHEDULE: The Board agree to a base salary of \$42,800 for a teacher with a Bachelor's degree and 0 years of experience of the 2023-24 calendar year. The MS+55/ EDS column is endless going down. Teachers allowed movement on the salary schedule for 2023-24.
- C. Teachers are allowed to deduct any amount per month up to the legal limit to be used for fringe benefits under Section 125 (maximum depending on salary). Pay for instruction of homebound and/or hospitalized students shall be prorated to the teacher's salary with a minimum of \$15.00 per hour plus mileage.
- D. STATE APPROVED INSERVICE HOURS: State approved in-service hours earned while a professional employee of USD #616 may also be used as credit for advancement on the salary schedule. Subject, however, to the conditions that twenty (20) such in-service hours shall equal one (1) college credit hour for the purpose of advancement on the salary schedule. Professional Development points shall be awarded in compliance with KAR 91-1-218. All points awarded by the professional development council shall be allowed for salary schedule movement. No professional employee may move past the BA+45/MS column with state approved in-service hours unless they have completed a Master Degree program.
- E. Professional employees must provide written notice if they intend to move across the salary schedule due to education or in-service points on or before April 1 of the current year (year preceding the year movement will take effect). There is no penalty if the requirements for the movement on the salary schedule are not met. In-service points and or college hours and the appropriate documentation must be filed with the Director by September 1 in order to be applicable to the current year.

ITEM XIII: PROFESSIONAL STAFF TRAVEL

In county travel shall be reimbursed for travel between workstations at .655 cents per mile for the **2023-24** school years. The first and last work station shall be defined as:

- A: The DCEC administrative center when a teacher has a 30 minute scheduled work time;
- B: The building where a teacher meets with students for scheduled instructional purposes for 30 minutes or more;
- C: The building where a teacher has a scheduled staffing with teachers and/or parents.

A total of \$8,000 per year, non-accumulative from year to year, will be made available as a pool of money for professional reimbursement of travel related expenses (lodging, mileage to and from conference, and meals) and registration fees for professional meetings approved by the administration and/or DCEC Board. Any certified professional employee as defined in Item I of the negotiated agreement can apply. 50% of the monies are allotted for the 1st semester usage. The other 50% in addition to leftover from the 1st semester will be allotted for the 2nd semester.

Individuals requesting reimbursement must have an approved Professional Development Plan on file.

ITEM XIV: EXPENSE REIMBURSEMENT FOR PROFESSIONAL LEAVE DAYS

The Doniphan County Educational Cooperative #616 will pre-pay the full cost of conference registration fees and motel/hotel expenses for approved conferences. Membership fees may be included in the registration fee. Approval for conferences shall be at the Director's discretion. This item shall be referenced back to the total amount approved in Item XIV.

ITEM XV: FRINGE BENEFITS

A) 125 Fringe

Teachers allowed \$385 per month fringe benefit to be committed to an approved 125 plan for the 2023-24 school year. Teachers are allowed to deduct any amount per month up to the legal limit to be used for fringe benefits under Section 125 (maximum depending upon salary). The board will pay the lowest paid single premium for the professional employee beginning in the 2016-2017 school year with the exception Anyone hired prior to the 2017-18 school year is considered grandfathered and can either choose between the \$385 per month fringe benefit or the lowest board paid single premium on health insurance. Any grandfathered employee that chooses the lowest paid single premium on health insurance waives their grandfathered status and is no longer eligible for the \$385 per month fringe benefit. Those employees hired for the 2017-2018 school years and beyond are eligible to only receive the lowest paid single premium on health insurance.

B) COLLEGE TUITION

A maximum of twelve hundred dollars (\$1200), non-accumulative from year to year will be made available for each professional for college tuition in an area of study which has been given prior written approval by the Director, with a cap of \$7,200 per year, on a first request basis. Reimbursement will be processed upon receipt of the official transcript, paid receipt, and written approval from the Director. **Tuition will only be reimbursed for courses passed.** If a need exist within DCEC and a staff member is asked by the Director to seek an additional certification to fill a need, the Board may reimburse a current employee the cost associated with the certification beyond the 1200 for tuition, books and other fees to become fully certified in the area of need. This refers to a current staff member being asked by administration to go back to school and add an endorsement to their current license.

C) FORGIVABLE LOAN

The option of a forgivable loan will be available for staff members who wish to pursue their education in a hard to fill special education area. Examples of hard to fill may include: School Psychologist, Speech and Language Pathologist, Alternative Licensure Program. A forgivable loan must be approved by the director and must be based on the needs of DCEC. A forgivable loan application must be on file, with an approved forgivable loan DCEC will pay for tuition and related expenses in exchange for the teacher agreeing to work in the hard to fill area for DCEC for a specified period of time upon completion of certification. If a staff member is completing Alternative Licensure, the staff member will remain on Step 0 of the salary schedule until the candidate receives full certification from KSDE in the form of an initial license, column movement is allowed as hours are earned.

ITEM XVI: REPRODUCTION OF AGREEMENT

It is agreed that copies of the negotiated agreement shall be printed at the expense of the Board. The Board shall also furnish the Association with ten copies of the negotiated agreement for its use. A copy of the negotiated agreement will be posted to the DCEC website and an electronic copy shall be emailed to each certified teacher in addition to the ten copies for the Association. A copy of the negotiated agreement is approved by the Board and the Association.

ITEM XVII: BOARD 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 foregoing 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.

GRIEVANCE PROCEDURE APPENDIX
Doniphan County Education Cooperative Interlocal #616

Grievance Report Form

PROCEDURE (2) (3) (4) Date Filed _____

(circle one to indicate level of Grievance)

Name of Grievant
Assignment

Name of Grievant

Building

A. Date cause of grievance occurred:

B. Relevant contract provisions, Board policies, or administrative regulations or practices:

C. Statement of grievant claim (statement of facts upon which grievance is based – use additional pages if necessary):

D. Relief desired:

Signature:

Date:

Date received:

E. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature:

Date:

Appendix I

Doniphan County Education Cooperative #616
P.O. Box 399, 135 S. Main, Troy KS 66087
785-982-4204/Ph 785-982-4206/Fax

The Sick Leave Bank Committee shall consist of three (3) certified professional employees of DCEC who are represented by the Doniphan Special Educators NEA. These committee members shall be selected by the teacher's organization for a term of two school years. The committee will select a chairperson.

Any professional employee who wants to request days from the sick leave bank should pick up a Sick Leave Bank Request form from the Clerk in the DCEC office. The top half of the form should be filled out and the form should be returned to the Clerk as soon as possible. The sick leave bank cannot be accessed until all personal sick leave has been used up.

Upon receipt of a Sick Leave Bank form, the clerk will notify the Sick Leave Committee chairperson of the request. The chairperson will call a meeting of the committee as soon as possible. The committee may grant from 0 to 15 days of sick leave from the sick leave bank to the person making the request. The number of days granted will be filled in on the form and the committee members present will sign the form and return it to the Clerk for further processing.

Doniphan County Education Cooperative #616
PO Box 399, 135 S Main, Troy KS 66087
785-982-4204/Ph 785-982-4206/Fax

SICK LEAVE BANK REQUEST FORM

Date _____

Name _____ Home Building _____

Number of days requested (15 days maximum) _____

Reason for sick leave bank request _____

Turn request form into the Board Clerk at the DCEC Office

Sick Leave Bank Committee Decision _____

Date _____

Committee Signatures

When completed this form should be returned to the DCEC Board Clerk for processing.

DONIPHAN COUNTY EDUCATION COOPERATIVE #616
135 South Main — PO Box 399
Troy, Kansas 66087

Support for Licensure of Hard to Fill Positions in Special Education

FORGIVABLE LOAN AGREEMENT
(for DCEC employees)

NOW ON this ___ day of _____ this Forgivable Loan Agreement is entered into in duplicate by and between DONIPHAN COUNTY EDUCATION COOPERATIVE #616 (DCEC) and **(EMPLOYEE)**

WHEREAS, EMPLOYEE is currently employed by DCEC and is being recommended for a forgivable loan by DCEC administration to promote and assist EMPLOYEE's career in special education, whereby DCEC will pay the agreed upon costs of tuition. These college credit hours must be from an accredited university in the State of Kansas and satisfy the requirements for licensure in special education in the State of Kansas.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, EMPLOYEE agrees as follows:

1. To comply with the requirements, terms and conditions set forth in the Special Education Plan of Support for Licensing Program that is attached hereto as Attachment "A" and to complete and submit Application, which is referred to as Attachment "B". Attachment "A" and Attachment "B" combined are hereafter referred to as the "Program".
2. To obtain a license in a hard to fill special education field within _____
3. To accept a position in a hard to fill area in special education in the school districts that comprise DCEC for a period of at least one school year for each semester the loan is given, (example—tuition is paid by DCEC for 2 semesters in 2022; the individual would need to work for TWO YEARS immediately following Initial Teaching Certification for the loan to be forgiven. Summer tuition payments count as a semester. One semester of paid tuition and expenses counts as one (1) year of service owed to DCEC after initial teaching certification is granted. Time employed with DCEC under a Limited Apprentice License does not count towards time owed for loan forgiveness. In the event that an individual moves from a Limited Apprentice License to an Initial Teaching Certification after the start of the school year, time owed to DCEC will begin the following academic school year.

4. To repay the total amount paid by DCEC for tuition, fees and books in one total lump sum payment that shall be immediately due if and when such becomes due and payable under requirements, conditions and terms set forth in the Program. If payment is made as provided herein, no interest shall be due, and if payment is not made when due then EMPLOYEE agrees to pay interest on the amount due from and after the due date at 10% per annum, and agrees to pay all attorney fees, costs and expenses incurred by DCEC pursuing collection of the amounts due.
5. Employee understands that due to budget constraints imposed by state law that DCEC cannot obligate itself to pay for tuition, fees and books beyond its current budget year and therefore Employee understands and agree that DCEC may in any upcoming budget year discontinue paying all or a portion of my tuition, fees, and books under the Program, and in such event, Employee will not be required to repay DCEC for my tuition, fees and books, provided that at such time Employee is otherwise in full compliance with the Program requirements, conditions and terms. Employee further understands and agrees that DCEC will limit the amount of money allocated for the Program, and that such amounts will be allocated to DCEC staff at the discretion of DCEC administration.
6. This agreement is entered into with _____ with the intent that Employee will be enrolled in a
7. Lastly, Employee is agreeing to participate in the Program with the full understanding that pursuit of the plan of study and serving as an Employee in a hard to fill special education for DCEC after completing my plan of study is for the mutual benefit of DCEC and Employee.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective the date first above written.

Signature of EMPLOYEE:

APPROVED BY DCEC:

ATTEST:

Director

Clerk of the DCEC Board

ATTACHMENT "A"
Forgivable Loan Program for DCEC Employees
DONIPHAN COUNTY EDUCATION COOPERATIVE #616
PLAN OF SUPPORT

This plan has been developed to meet the critical demand for special education providers for hard to fill positions by providing a plan to offer a forgivable loan to DCEC EMPLOYEES who are not certified in hard to fill areas in special education under Kansas licensure, and who agree to become certified/licenses to provide special education services.

EMPLOYEES who are employed by DCEC who have been selected and who have agreed to attend a university or college in Kansas to work towards full licensure in special education, must meet and comply with the following:

1. Submit an application on ATTACHMENT B, provided by DCEC and execute the Forgivable Loan Agreement.
2. Remain employed by DCEC at all times until the commitment to provide special education services set forth in the Forgivable Loan Program has been complied with.
3. File a plan of study (the "Plan") with DCEC to meet full licensure with an institution of higher learning approved by DCEC. The Plan must be accepted by the approved institution of higher learning and not be subject to revocation.
4. Have completed a bachelor's degree and be accepted into a licensure program or other special education program that will lead to certification or licensure that qualifies the EMPLOYEE to become a provider in special education under State of Kansas rules and regulations.
5. Accept an assignment to provide special education services in DCEC for the period of time specified in the Forgivable Loan Agreement.
6. Reimburse DCEC for 100% of the total amount paid by DCEC if (a) the plan of study is not completed as promised within the agreed upon time frame from the beginning of the plan of study, (b) the employee does not make satisfactory progress in the program, or (c) the employee fails to provide the special education services to DCEC for the years specified in the Forgivable Loan Agreement; provided, however, one year tuition, partially paid for by DCEC shall be forgiven for each year special education services are provided to DCEC up to the year or time such services are no longer provided.

COMMITMENTS BY DCEC

1. DCEC will pay full tuition (minus any grants and scholarships) directly to the institution of higher learning towards a portion of the tuition and fees if such an agreement has been made with them, or will reimburse EMPLOYEE for the same upon submission of satisfactory receipts and subject to the DCEC board allocating funds for such payments, for the approved and required courses for certification. Classes taken beyond those required for certification (such as to obtain masters) are not included in the cost paid for by DCEC.
2. The amount paid by DCEC for tuition, fees and expenses will be 100% forgiven as such time as the EMPLOYEE has satisfied the commitment to provide special education services for DCEC for the number of years specified in the Forgivable Loan Agreement.
3. This program will commence _____. It will be limited to accredited four-year colleges or universities offering special education classes that will count towards special education licensure in the State of Kansas.
4. In the event DCEC terminates EMPLOYEE'S employment for any reason other than good cause within the first three years after the date of this Agreement, the EMPLOYEE will have no obligation to pay back said loan. If Employee is terminated for failure to meet contract obligations and responsibilities, Employee remains responsible for prorated repayment of Forgivable Loan.

APPLICATION PROCEDURE

1. Complete and submit the application (ATTACHMENT B) and other required paperwork to DCEC.
2. To be accepted into the teacher/licensure program at the college or university.
3. Be recommended for a contract of employment as a special education provider with DCEC.

**APPLICATION FOR SUPPORT
(ATTACHMENT B)
SUPPORT FOR CERTIFYING SPECIAL EDUCATION TEACHERS**

The applicant should read and complete both sections A and B of this application as completely and accurately as possible. The application must be accompanied by an OFFICIAL TRANSCRIPT.

PLEASE NOTE: ALL SUBMISSIONS BECOME THE PROPERTY OF DCEC AND WILL NOT BE RETURNED.

FORM A (To be Read and agreed to by applicant)

NAME: _____

Previous or other name if different than above: _____

Social Security Number: _____

Present Address: _____

College or University you Plan to attend: _____

Certification you are seeking: _____

Date you plan to begin: _____

Summer # of Hours: _____ Fall # of Hours: _____ Spring # of Hours: _____

Summer # of Hours: _____ Fall # of Hours: _____ Spring # of Hours: _____

Summer # of Hours: _____ Fall # of Hours: _____ Spring # of Hours: _____

TOTAL HOURS: _____

I declare that I will enroll in an institution of higher education with the intention of receiving licensure in a hard to fill special education area and work full-time in special education at DCEC as outlined in the Forgivable Loan Agreement.

The above information is true, accurate and complete to the best of my knowledge. I will notify the Director immediately should my plan need adjusted or my intentions change.

Signature and Date

8. Employee understands that due to budget constraints imposed by state law that DCEC cannot obligate itself to pay for tuition, fees and books beyond its current budget year and therefore Employee understands and agree that DCEC may in any upcoming budget year discontinue paying all or a portion of my tuition, fees, and books under the Program, and in such event, Employee will not be required to repay DCEC for my tuition, fees and books, provided that at such time Employee is otherwise in full compliance with the Program requirements, conditions and terms. Employee further understands and agrees that DCEC will limit the amount of money allocated for the Program, and that such amounts will be allocated to DCEC staff at the discretion of DCEC administration.
9. This agreement is entered into with _____ with the intent that Employee will be enrolled in a
10. Lastly, Employee is agreeing to participate in the Program with the full understanding that pursuit of the plan of study and serving as an Employee in a hard to fill special education for DCEC after completing my plan of study is for the mutual benefit of DCEC and Employee.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective the date first above written.

Signature of EMPLOYEE:

APPROVED BY DCEC:

Director

ATTEST:

Clerk of the DCEC Board

ATTACHMENT "A"
Forgivable Loan Program for DCEC Employees

DONIPHAN COUNTY EDUCATION COOPERATIVE #616

PLAN OF SUPPORT

This plan has been developed to meet the critical demand for special education providers for hard to fill positions by providing a plan to offer a forgivable loan to DCEC EMPLOYEES who are not certified in hard to fill areas in special education under Kansas licensure, and who agree to become certified/licenses to provide special education services.

EMPLOYEES who are employed by DCEC who have been selected and who have agreed to attend a university or college in Kansas to work towards full licensure in special education, must meet and comply with the following:

7. Submit an application on ATTACHMENT B, provided by DCEC and execute the Forgivable Loan Agreement.
8. Remain employed by DCEC at all times until the commitment to provide special education services set forth in the Forgivable Loan Program has been complied with.
9. File a plan of study (the "Plan") with DCEC to meet full licensure with an institution of higher learning approved by DCEC. The Plan must be accepted by the approved institution of higher learning and not be subject to revocation.
10. Have completed a bachelor's degree and be accepted into a licensure program or other special education program that will lead to certification or licensure that qualifies the EMPLOYEE to become a provider in special education under State of Kansas rules and regulations.
11. Accept an assignment to provide special education services in DCEC for the period of time specified in the Forgivable Loan Agreement.
12. Reimburse DCEC for 100% of the total amount paid by DCEC if (a) the plan of study is not completed as promised within the agreed upon time frame from the beginning of the plan of study, (b) the employee does not make satisfactory progress in the program, or (c) the employee fails to provide the special education services to DCEC for the years specified in the Forgivable Loan Agreement; provided, however, one year tuition, partially paid for by DCEC shall be forgiven for each year special education services are provided to DCEC up to the year or time such services are no longer provided.

COMMITMENTS BY DCEC

5. DCEC will pay full tuition (minus any grants and scholarships) directly to the institution of higher learning towards a portion of the tuition and fees if such an agreement has been made with them, or will reimburse EMPLOYEE for the same upon submission of satisfactory receipts and subject to the DCEC board allocating funds for such payments, for the approved and required courses for certification. Classes taken beyond those required for certification (such as to obtain masters) are not included in the cost paid for by DCEC.
6. The amount paid by DCEC for tuition, fees and expenses will be 100% forgiven as such time as the EMPLOYEE has satisfied the commitment to provide special education services for DCEC for the number of years specified in the Forgivable Loan Agreement.
7. This program will commence _____. It will be limited to accredited four year colleges or universities offering special education classes that will count towards special education licensure in the State of Kansas.
8. In the event DCEC terminates EMPLOYEE'S employment for any reason other than good cause within the first three years after the date of this Agreement, the EMPLOYEE will have no obligation to pay back said loan. If Employee is terminated for failure to meet contract obligations and responsibilities, Employee remains responsible for prorated repayment of Forgivable Loan.

APPLICATION PROCEDURE

4. Complete and submit the application (ATTACHMENT B) and other required paperwork to DCEC.
5. To be accepted into the teacher/licensure program at the college or university.
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Certification you are seeking: _____

Date you plan to begin: _____

Summer # of Hours: _____ Fall # of Hours: _____ Spring # of Hours: _____

Summer # of Hours: _____ Fall # of Hours: _____ Spring # of Hours: _____

Summer # of Hours: _____ Fall # of Hours: _____ Spring # of Hours: _____

TOTAL HOURS: _____

I declare that I will enroll in an institution of higher education with the intention of receiving licensure in a hard to fill special education area and work full-time in special education at DCEC as outlined in the Forgivable Loan Agreement.

The above information is true, accurate and complete to the best of my knowledge. I will notify the Director immediately should my plan need adjusted or my intentions change.

Signature and Date

TUITION REIMBURSEMENT REQUEST FOR CERTIFIED EMPLOYEES

INSTRUCTIONS: Complete this form PRIOR to enrollment. After successful completion of the course(s), submit the following to the DCEC office for reimbursement up to \$1200 per the negotiated agreement.

- Official Tuition Receipt
- Official Transcripts
- Copy of Signed Approval Form

Employee Name: _____

School District: Doniphan West, USD 111
 Riverside, USD 114
 Troy, USD 429

Job Assignment: _____

College or School Name & Location: _____

Course Dates:
 Beginning: _____ Ending: _____

Course Name & Number	Credit Hours	Describe how course is related to current job, (Attach catalog course description)	Cost (Tuition)

Employee Signature _____
Date



Approved: *Not approved:*

Director Signature _____
Date

DISTRIBUTION: Original, Employee Personnel File – Copies to employee, director/accounts payable

DONIPHAN COUNTY EDUCATION COOPERATIVE #616							
SALARY SCHEDULE 2023-24 \$800.00							
New Inc							
Step	BA	BA+9	BA+18	BA+45/MS	MS+15	MS+30	MS+55/Eds
Step Inc	500	500	500	500	500	525	525
Column Inc		400	425	450	450	525	525
0	42800	43200	43625	44075	44525	45050	45575
1	43300	43700	44125	44575	45025	45575	46100
2	43800	44200	44625	45075	45525	46100	46625
3	44300	44700	45125	45575	46025	46625	47150
4	44800	45200	45625	46075	46525	47150	47675
5	45300	45700	46125	46575	47025	47675	48200
6	45800	46200	46625	47075	47525	48200	48725
7	46300	46700	47125	47575	48025	48725	49250
8	46800	47200	47625	48075	48525	49250	49775
9	47300	47700	48125	48575	49025	49775	50300
10	47800	48200	48625	49075	49525	50300	50825
11	48300	48700	49125	49575	50025	50825	51350
12	48800	49200	49625	50075	50525	51350	51875
13	49300	49700	50125	50575	51025	51875	52400
14	49800	50200	50625	51075	51525	52400	52925
15	50300	50700	51125	51575	52025	52925	53450
16		51200	51625	52075	52525	53450	53975
17		51700	52125	52575	53025	53975	54500
18		52200	52625	53075	53525	54500	55025
19			53125	53575	54025	55025	55550
20			53625	54075	54525	55550	56075
21			54125	54575	55025	56075	56600
22			54625	55075	55525	56600	57125
23				55575	56025	57125	57650
24				56075	56525	57650	58175
25				56575	57025	58175	58700
26				57075	57525	58700	59225
27					58025	59225	59750
28					58525	59750	60275
29						60275	60800
30						60800	61325
31							61850
32							62375
33							62900
34							63425
35							63950
36							64475
37							65000
38							65525
39							66050
40							66575
41							67100

Summary of Negotiations 2023-24

Board Negotiations Team Present: Sue Bartley, Nathan Geiger, Pat McKernan (Superintendent Troy)

Teacher Association Present: Becky Martinez, Samantha Mitchell, Micca Carpenter

Director: Kristin Franken

Clerk of the Board: Sheila Marriott

- Item III: Terms of Agreement. A one calendar year contract beginning 2023-24.
- Item X: Delete sentence “Each employee shall be given a written accounting of his or her accumulated leave days in September and January of each school year”.
- Item XI: Resignations, Continuation, Non-Renewal and termination of Contract Section C. Change date to December 1st.
- ITEM XII: SALARIES AND WAGES. A \$800 increase to the base and movement on salary schedule.
- Item XV: Forgivable Loan Agreement appendix- language more precise.
To accept a position in a hard to fill area in special education in the school districts that comprise DCEC for a period of at least one school year for each semester the loan is given. Example: tuition is paid by DCEC for 2 semesters in 2022, therefore the individual would need to work for TWO YEARS immediately following initial teaching certification for the loan to be forgiven. Summer tuition payments count as a semester.
One semester of paid tuition and expenses counts as one (1) year of service owed to DCEC after initial teaching certification is granted. Time employed with DCEC under a Limited Apprentice License does not count towards time owed for loan forgiveness. In the event that an individual moves from a limited apprentice license to an initial teaching certification after the start of the school year, time owed to DCEC will begin the following academic school year.
- Item XV: Fringe Benefits College Tuition – Adding verbiage. Tuition will only be reimbursed for courses passed and add approval form to appendix of the negotiated agreement.

Tentatively agreed on by both parties the proposal by the board at 10:17 am on June 27, 2023.

Teacher Association advised on July 11, 2023 that they had ratified on the Board’s final proposal.

The DCEC Board approved the Negotiated Agreement on July 12, 2023.