

ANW Special Education Cooperative  
#603

710 Bridge Street  
Humboldt, KS 66748

PROFESSIONAL HANDBOOK  
2020/2021

## VISION

*Together, we enable each child to be more than he or she ever hoped to be.*

## Philosophy

With a firm and unwavering belief in a free and appropriate education for all children, we will work cooperatively toward our goal of establishing and maintaining specialized instruction and related services for all exceptional children. In pursuit of this basic goal, each participating district will function as a full and equal partner regardless of size. Special education is a collaborative effort between the personnel of the local districts and staff.

## Objective:

To provide personalized instructional programming for all exceptional children that will allow each child to make appropriate progress in the light of each child's circumstance.

## Board of Directors

The board of directors, as the governing body of the cooperative, is charged with and accepts full responsibility for the general operation, management, and control of the cooperative system. It has only that authority granted by statute specifically or by clear implication.

The board accepts responsibility for and performs all acts required of it by the laws of the state, and anything contained herein which is contrary to such laws shall be void.

It is the policy of the Board of Directors of the ANW Education Cooperative to assure equal opportunity to qualified individuals regardless of their race, religion, color, gender, disability, national origin, ancestry, or age, and to promote the full realization of equal employment opportunities to everyone. This policy covers all aspects of the employment relationship including recruitment, hiring, placement, promotion, transfer, training and apprenticeship, layoff, termination, and harassment. Title IX policy is on our ANW website.

## Working Conditions

### Time Schedules

To facilitate the supervision of students and the instructional program of the Cooperative, professional personnel must be at their places of assignment, preceding, during and following classes each school day. No employee shall be required to have arrival and departure times at variances with the building in which they are assigned; provided, however itinerant employees may select different arrival and departure times by mutual agreement with the director of the Cooperative.

Cooperative personnel whose permanent location is in another attendance center will follow the duty day as required by that school or as found in the special purpose school's personnel handbook.

Cooperative consulting staff members are expected to arrange their schedule for a 40-hour work week. The schedule should be formulated to provide a maximum level of service to teachers and students during the workday. Cooperative consulting staff members who schedule a program planning day in the central office are expected to follow the central office duty day.

### Staff Meetings

Meetings will be scheduled by administration to be as convenient as possible for all staff at least one day's notice given, whenever possible, of the meeting date and time. It is the responsibility of the staff to attend.

### Participation in Community Activities

Staff members are encouraged to participate in community activities and organizations, insofar as these activities do not infringe upon Cooperative time.

Prior permission must be obtained from the Director for participation in any community activity that takes place during school time.

### Non-School Employment

The board reserves the right of exclusive access to the professional services of certified employees in accordance with the terms of the contract. Certified employees shall not be permitted to engage in outside employment which impairs the effectiveness of their instructional service.

We are aware that some of you contract with the districts in which you work to perform coaching duties. This is good; we encourage this sort of participation with general education. However, sometimes these

coaching duties cut into the school day and ANW administration needs to be assured that this does not affect the quality of programming for exceptional children. Each year you will need to let the ANW administration know your coaching duties, the frequency, and your plan for serving our special education students in your absence.

### Extra-Curricular Employment

We are aware that some of you contract with districts in which you work to perform coaching duties. This is good; we encourage this sort of participation with general education. However, sometimes these coaching duties infringe on the contracted school day and ANW administration needs to be assured that this does not affect the quality of programming for exceptional children. Each year, ANW Staff with local district coaching contracts must inform the ANW administration of all locally contracted coaching duties, the frequency, and plan for serving our special education students in their absence. Staff will be required to submit a schedule of coaching responsibilities. The district will be responsible for obtaining and paying substitute teachers coverage for ANW staff coaching.

### Consulting

Certified employees may be excused from regular duty by the board to perform technical or instructional services as consultants to other districts, government agencies or private industry.

Requests for approval to serve as a consultant shall be submitted in writing to the Director who shall forward the request together with a recommendation to the board for consideration.

### Proof of Certification – New and Continuing Staff Members

New professional employees shall provide to the cooperative, prior to employment, a valid original Kansas certificate, or proof that they have both, 1) completed a degree and/or certification program for their area of assignment, and 2) that they have applied for a Kansas teaching certificate. Continuing cooperative professionals shall provide to the cooperative a valid, original employer's copy of their Kansas teaching certificate by the expiration date of the previous certificate (or in case of provisional endorsement, before the provisional endorsement expires.) Failure to provide to the cooperative, upon request of the Director, proof of application for renewal certificate being submitted to the State at least thirty days prior to the expiration, shall result in immediate suspension without pay for current employees.

The Director shall provide to the board of directors of the cooperative a monthly report on any employee who does not possess and have on file at the cooperative administrative offices a current, valid, original Kansas teaching certificate for the field in which they have been employed. The board of directors shall determine the appropriate action to be taken concerning the status of termination subject

to legal due process and/or reduction in employment status to that of substitute, pending the finding of a properly certified replacement.

## Professional Leave and Absences

Attendance by cooperative staff at professional meetings must be approved in advance by the Director. Requests shall be made by submitting an application form (available from the clerk) to attend a professional conference. Said request shall explain in full detail, the length of the leave, the purpose and the opinion of the person requesting said leave as to how it will benefit the cooperative. The application form shall be attached as a rule for this policy.

An application for leave form must be completed by all employees who miss a part, or all of a duty day for any reason. Employees knowing in advance they intend to be off duty shall submit a completed application to the Director a minimum of one week in advance of their scheduled leave date. Employees who cannot give prior notice must submit the application for leave form upon their return. Request leave online, as well as, document leave in the META system.

## Professional Development Conference Attendance

A staff member who has been invited to serve as a panel member or participant in a conference must receive prior approval from the Director before accepting the invitation to attend or participate. Prospective conferees who may come under this item are cautioned that expenses personally incurred prior to administrative review of the request will be borne by the individual if approval is withheld by the administration.

Requests to use personal funds to attend a conference may be approved when there are insufficient cooperative funds, and when attendance at the conference would have been approved otherwise.

Requests shall be submitted on the form provided for this purpose.

A request to attend a conference shall be considered approved only after it has received the approval of the Director. One should not assume that approval has been granted until authorization has been given in writing.

## Arrangement for Substitutes

Employees must notify the appropriate administrator (check your building policy) by 7:00am if they need a substitute that day. If the employee is absent for more than one day, the appropriate administrator must be called each morning at the appropriate time specified above. All appropriate

paperwork must be filed with the Cooperative office on the day the employee returns to duty. If an employee knows of an absence in advance, the appropriate administrator should be notified as soon as possible so arrangements for substitutes can be made.

## Vacations

Certified personnel shall be employed for the full services to districts plus two days. Their vacations shall be as determined by district calendars. Para educators shall be employed for contract hours as set by the Cooperative administration, per district.

## Substitute Teachers

Substitute teachers are paid by the Coop at the rate of \$100.00 per day. The authority for providing a substitute teacher is vested in the building administration. The Coop has on staff a substitute which can be scheduled by calling the central office. This is on a first come, first service basis with challenging classrooms given special consideration. Employees are required to notify their building administrator(s) of their impending absence in sufficient time to allow the administration time to arrange for the services of a substitute.

\* Should circumstances require continued absence, the building administrator(s) must be notified each day, again in ample time to allow arranging a substitute. Additionally, an absence report must be completed on standard form (available in Coop office) and submitted to the ANW administrative office.

## Student Teachers

The board of directors and administration of ANW Special Education Cooperative #603 have stated a willingness to cooperate with area colleges and universities in providing practical experience for prospective teacher in teacher training programs. A supervising teacher has professional responsibility to assist in whatever manner he or she can to ensure that a student teacher has every opportunity to be as well prepared as possible, professionally, and academically, to enter the teaching profession. The Cooperative administration should be notified in writing so the student teacher request can be approved prior to the student teacher being assigned.

## SECURING ADMINISTRATIVE APPROVAL FOR CONFERENCE ATTENDANCE

Requests for attendance at conferences must receive the approval of the director and appropriate building principals.

For out of district conferences, meals, lodging, parking, etc. will require receipts for reimbursement.

## METHOD OF PAYMENT FOR CONFERENCE EXPENSE

Conference expenses shall be paid initially by the employee using personal funds. Receipts must be retained and submitted to the accounts payable clerk for reimbursement.

No repayment of any cost of expense shall be made by the cooperative without special approval in addition, billings by hotels, travel agencies, associations, airlines, etc., for expenses incurred by an employee shall not be accepted unless prior administrative approval was gained, and they are within the per-diem limit established.

Reimbursement for mileage expenses shall be at state rate and made on the basis of the distance either from the building of assignment to the conference location or from the employee's home to the conference location, whichever distance is shorter.

The cost of one's personal membership in a professional organization is not a reimbursable conference expense since, legally, it cannot be paid with cooperative funds.

## METHOD FOR RECEIVING REIMBURSEMENT FOR EXPENSES

So that reimbursement may be expedited, and the accounting of conference expenses kept current, the conferee should submit a request for reimbursement within 5 working days after returning to the district, using the form at the bottom of the Conference Request Form, it should be sent to the Coop office with receipts attached. The claim for reimbursement will be used to maintain accurate records of the cooperatives total cost for conference attendance.

## Harassment

The Board of Education of ANW Special Education Cooperative is committed to providing a work and educational environment that is free of unlawful harassment. Unlawful harassment of an ANW Board Member, administrator, certificated or support personnel, or other employee, by any other ANW Board Member, administrator, certificated or support personnel or other employee is strictly prohibited and will not be tolerated in the School District. Complaints of harassments will be investigated. Following investigation, the investigated person may be subject to disciplinary action, up to and including termination of employment.

Unlawful harassment includes unwelcome actions, words, jokes, or comments based on an individual's race, ethnicity, age, religion, or any other legally protected characteristic. Unlawful sexual harassment includes, but is not limited to, unwelcome verbal or physical contact of a sexual or suggestive nature, and requests for sexual favors, when: (a) submission to such contact is made either explicitly or implicitly

a term or condition of employment, (b) submission to or rejections of such contact is used as the basis for employment decisions affecting such person, or (c) such contact has the purpose or effect of unreasonable interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

The person making a harassment complaint shall not be punished or suffer any negative employment consequence solely as a result of making a harassment complaint. Anyone violating this policy shall be subject to disciplinary action, up to and including termination of employment.

Any ANW administrator, certificated or support personnel or other employee who believes they have been subjected to unlawful harassment should promptly discuss the problem with their immediate supervisor, (b) an ANW administrator, or (c) their building administrator. Board members should discuss the problem with the Board President. Within 7 school days after receiving the complaint, the ANW supervisor or administrator will attempt to resolve the matter informally to the mutual satisfaction of the parties. If the problem is not resolved to the mutual satisfaction of the parties informally, a written complaint may be filed with the ANW Assistant Director. If the Assistant Director is the alleged harasser, the complaint shall be filed with the ANW Director. The written complaint should provide the name of the alleged harasser and specifically describe the facts of the complaint and shall be filed within 30 days after the attempt to resolve the matter informally or the date of the incident giving rise to the harassment complaint, whichever occurs last.

All harassment complaints, the attempts to resolve the complaint, and any investigation of a complaint, shall be confidential. The person making a complaint and the alleged harasser shall refrain from discussing a pending harassment complaint or investigation with any ANW Board Member, administrator (other than the administrator who received the report or who is conducting the investigations), or other ANW or local school district employee, or any student or parent. This shall not prohibit confidential discussions with a legal advisor or union representative.

Written harassment complaints shall be resolved under the ANW policy or Complaints.

## Driver's License

1. Cooperative employees shall not (a) operate a Cooperative vehicle at any time, or (b) operate any other vehicle during the workday in the course of Cooperative business (for example, transporting students or other staff), unless the employee is in possession of a valid unrestricted driver's license with an appropriate endorsement for the vehicle.
2. Cooperative employees who may be expected to operate Cooperative vehicles or use any vehicle during the workday in the course of Cooperative business (for example, transporting students or other staff), shall promptly, and no later than the next business day, notify their immediate supervisor and Cooperative administration if (a) the employee is arrested or cited for any traffic or driving violation, or (b) any action is threatened or taken to restrict, suspend or revoke the employee's driver's license. The notice shall include, at a minimum, the name and

job title of the employee, the date, location and nature of the violation and whether the employee's license has been restricted, suspended or revoked, and such other information as may reasonably be requested, with due consideration to the rights of the employee.

3. Upon receipt of the information described in part 2 above, whether from the employee or any other source, Cooperative administration shall determine the circumstances surrounding the incident and then take such action as may be appropriate, including restricting the employee from certain work activities, suspending the employee, with or without pay pending disposition of the charge, and/or recommending termination of employment.
4. Any Cooperative employee who violates this Board policy shall be subject to discipline up to and including termination of employment.

### Reporting Criminal Arrests/Convictions

1. Cooperative employees shall promptly, and no later than the next business day, notify their immediate supervisor and Cooperative administration if the employee is arrested for or convicted of any misdemeanor or felony. The notice shall include, at a minimum, the name and job title of the employee, the date, location and nature of the arrest or conviction, and such other information as may reasonable be requested, with due consideration to the rights of the employee.
2. Upon receipt of the information described in part 1 above, whether from the employee or any other source, Cooperative administration shall determine the circumstances surrounding the arrest or conviction and then take such action as may be appropriate, including restricting the employee from certain work activities, suspending the employee, with or without pay pending disposition of the charge, and/or recommending termination of employment.
3. Any cooperative employee who violates this Board policy shall be subject to discipline up to and including termination of employment.

### Complaint Procedure

Every school system has grievances and complaints. If allowed to go unresolved, they have a damaging effect on teaching efficiency. They normally arise from misunderstanding or miscommunication rather than from bad intentions. A good procedure for resolving them is of extreme value to the Cooperative and to the communities it serves. The purpose of this procedure is to secure, at the lowest possible level, clarification of and equitable solutions to problems. Problems can be approached through informational and/or formal procedures. No reprisals of any kind will be taken against an employee as a result of positive participation in the process of resolving concerns. Any time during this procedure the employee has the right to representation at the employee's discretion.

ADMINISTRATION AND THE EMPLOYEES SHALL MAINTAIN CONFIDENTIALITY AT ALL LEVELS AND AT ALL TIMES.

Any breach of confidentiality can be subject to disciplinary action.

### 1. Patron, Parent, Colleague, Student – Concerns

If a patron, parent, colleague, or student registers an unwritten complain regarding certified employee(s) of ANW, the complaint is considered to be informal. Every effort shall be made by the ANW administration to resolve the complaint quickly and with the least amount of disruption while at the same time, protecting employees as much as possible from verbal and physical abuse or public defamation.

### 2. Patron, Parent, Colleague, Student – Formal Complaint

If a patron, parent, colleague or student desire to file a formal complaint regarding a certified employee of ANW, such complaint shall be in writing, stating the nature of the allegation with specific facts related to the charge, including the name of the individual(s) making the complaint. The determination of putting the forma, written complaint in the employee’s file shall be made by the ANW administration.

The certified employee shall receive a copy of and will have the opportunity to respond orally or in writing to any formal complaint which may be placed in the employee’s personnel file.

## Para Educators

Para educators shall follow all applicable Cooperative policies, rules and regulations and shall be under the general supervision of the Cooperative administration.

The board reserves the right to assign, reassign or transfer all noncertified employees.

## Para Educators and Classified Employee Evaluation Process

All para educators and classified staff shall be evaluated once per school year.

Their supervising professional shall evaluate classified employees. Classified employees shall be evaluated on their personal qualities, their commitment to duty and specific work-related skills which are directly related to their job description. A copy of the completed evaluation will be given to each employee after the employee and the evaluator sign it. And a copy must be submitted to the central office for the employee’s personnel file.

## Suspension

Noncertified employees may be suspended by the director or designated representative for cause. The board shall review each case of suspension and provide for probation or termination, as it deems necessary.

## Resignation

Noncertified employees may resign from their jobs in accordance with the employment agreement and board policies.

## Non-School Employment

Noncertified employees shall not be excused during their regularly assigned time schedule to perform outside work. Noncertified employees shall engage in no outside employment which, by nature or duration, will impair the effectiveness of their assigned duties.

## Personnel Records

### Employee Personnel Files kept by the Cooperative

Personnel files required by the Cooperative shall be confidential and in the custody of the Director or clerk. Employees have the right to inspect their files upon proper notice under the supervision of an administrator.

A request by a third party for release of any personnel record shall be made in writing and submitted to the clerk who shall administer the request as required by law.

All records and files maintained by the Cooperative should be screened annually by the clerk and obsolete materials shall be discarded.

As appropriate, all personnel files and evaluation documents, including those stored by electronic means, shall be adequately secured.

## Personal Leaves and Absences

\* See negotiated agreement

Personal leave cannot be used the day before or day after scheduled vacation or holiday, and only one employee per classroom, per day, may be approved for leave. No more than three staff members per building may be absent for personal leave on any given day. Personal leave is not accumulative.

The Director has the authority to waive the 3-day notice and number of employees on leave each day, in case of extreme emergency.

### Emergency and Legal

To the extent possible, employees should give advance notice in requesting emergency leaves. Whenever an employee takes an emergency leave without prior consent, the employee shall notify the principal or immediate supervisor at the earliest possible time. When the employee is unable to give such notice, arrangements should be made for some other person to notify the employee's principal or immediate supervisor of the emergency leave.

### Jury Duty

An employee called to jury duty will be paid regular school wages for the time they are actively serving on a jury.

### Religious

Requests for religious leave without pay must be made to the Director at least five school days prior to the first day of such requested leave. Such leave may be granted by the Director, but such leave shall not exceed two school days per employee per school year. Such requests for religious leave shall be in writing and shall fully explain the time and date of such leave and the reasons, therefore.

### Bereavement

Employees desiring bereavement leave shall contact their immediate supervisor. Such leave shall be granted only when the deceased was related to the employee as a spouse, grandparent, parent, child, brother, sister, or grandchild. Bereavement leave may also be granted when the deceased was residing with the employee at the time of death. Other bereavement leave may be granted at the discretion of the Director. If the person's sick leave allotment has been used, it shall be without pay.

## Illness

In addition to sick leave being granted for an employee's personal illness, such leave shall also be granted for illness of the following members of the employee's family and in-laws: spouse, parent, child, brother, sister, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. At the discretion of the Director, other sick leave may be granted to an employee. A sick leave pool is available per the terms of the ANW Negotiated Agreement.

## Inclement Weather

If an itinerant teacher or related service provider is not able to keep appointments due to inclement weather, all school on the day's schedule shall be notified by the teacher. The teacher or related service provider will also notify the school office.

If weather is severe enough to cause cancellation of instructional materials delivery, the van driver(s) will notify the Director and email certified staff, so that arrangements can be made for cancellation of delivery. Van driver(s) shall use their own discretion concerning road conditions before beginning route.

Itinerant teachers or related service providers, will report for duty in their scheduled building when they are open.

## Cooperative Administration

Director: Communications and relationships with board and superintendents, budget, recruitment, professional appraisals, purchases and general administrative duties.

Assistant Director: Assist the Director of Special Education to supervise, coordinate, and evaluate the school district's special education programs and services. Collects, analyzes and interprets data as necessary and makes recommendations concerning programs for students who are eligible for services. Assists with the recruitment, interviewing, and training of all special education personnel. Interprets the philosophy and practices of the Special Education department to administrators, staff and the public. Assess the effective operation of building IEP teams and serves as Special Education administrator as directed by the Director of Special Education. Responsible for reporting IDEA/Gifted Compliance review for the State. Coordinates and is responsible for State approved mentoring program for new staff. Participate with the Director in planning professional development and staff training opportunities. Participate with Coop PDP committee. Coordinator and liaison for USD #413 and all staff employed in that district. Evaluations of all staff in the Chanute district as well as Social Workers. Title IX Coordinator and Investigator, as well as providing all training pertaining to Title IX to staff. Perform all other duties as assigned by the Director of Special Education.

Supervisor/Coordinator: First line of administrative support for preschools, developmental kindergartens, self-contained ID programs, Professional Development Committee, elementary interrelated, and secondary interrelated. Support for teachers with IEP, curriculum and adaptations and

modifications; gifted, adapted physical education, physical therapy, and occupational therapy, hearing impaired and vocational programs. Supervision of and decisions regarding hiring and retention of Para educators. Asbestos inspections and drug and alcohol testing. Student Improvement Team training. Continuous Improvement activities. State assessments for students with disabilities. Professional appraisals.

Supervisor: First line of administrative support for gifted, adapted physical education, physical therapy, and occupational therapy, hearing impaired and vocational programs. Supervision of and decisions regarding hiring and retention of Para educators. Asbestos inspections and drug and alcohol testing. Professional appraisals.

**ANW Administration has agreed to meet on an as needed basis with the Education Association. The purpose is to facilitate a constructive negotiation process by addressing issues and concerns as they arise.**

## Health Requirements

Everyone who works directly with children and employed by this Cooperative is required by state law to furnish a certificate of satisfactory health. Prior to commencing employment with the Cooperative, each teacher must present to the ANW Coop office a properly completed, dated, and signed health certificate. Forms for the health certificate may be secured at the ANW office. Each teacher will pay for his or her own health examination as required by law. Health forms are required every three years.

## Workmen's Compensation

All certified employees of the ANW Special Education Cooperative are covered by Workmen's Compensation at the expense of the board of directors. Any injury sustained while an employee is on active duty is covered by Workmen's Compensation. It is important that any injury sustained while on duty be reported immediately to the clerk of the board and to the local administrator where the accident occurred.

## Kansas Public Employees Retirement System

All Cooperative employees working, meeting the KPERs minimum requirement must participate in the Kansas Public Employees Retirement System. Deductions will be made by the clerk of the board at the current rate.

## Social Security

Employee share of Social Security tax will be deducted at the current applicable rate.

## Field Trips

Educational trips, field trip visitations, and excursions can and do in many cases add a great deal to the child's educational experience. The objective of such trips should be clearly defined and properly geared to the interest, ability and level of maturity reached by those pupils involved.

All field trips shall be approved by the building principal and Director. Reasonable prior notice should be given to district/Cooperative personnel in charge of transportation to ensure availability of buses.

## Professional Appraisal PHILOSOPHY

The majority of special educators are competent individuals who value professional growth. The ANW professional appraisal system reflects this fact and is built to meet the needs of the majority by being designed to facilitate this professional growth. Accordingly, the emphasis is on setting goals or establishing individual development plans which improve instruction and special education support services. With this professional growth, as individuals demonstrate increased competency and gain experience, should come progressively more self-direction in the evaluation process. Those with less experience will require more direction from the supervisor. Besides facilitating growth and allowing for increasing self-direction, an appraisal system should help administration ensure competency and make decisions regarding retention, remediation, and dismissal.

## OUTCOMES OF PROCESS

The evaluation process will:

Allow flexibility for supervisor and professional to work together in a collaborative, non-threatening relationship to improve instruction and special education support services, provide for different evaluation procedures for beginning and experienced professionals, allow for accountability by helping the administration ensure competency and make decisions regarding retention, remediation, and dismissal, include procedures for ongoing determination of ability to meet core standards, develop structured assistance to those individuals demonstrating difficulty meeting core standards, build community confidence in the quality of ANW professional personnel, and facilitate coordination of professional appraisal and staff development activities.

So that they are informed of the core standards and procedures for evaluation, all professionals will receive appropriate in-service and will be provided with a copy of the Teacher Evaluation Handbook. The evaluation procedures and standards will be reviewed with all new professionals during their initial orientation. All professionals will be continually appraised by ANW and district administration regarding their ability to meet core standards. This appraisal will occur through routine contact with administrators. Meeting these core standards is essential for successful employment. For those professionals experiencing difficulty, problems will be dealt with immediately according to procedures described under the PROFESSIONAL ASSISTANCE PROGRAM section.

### Assignment and Transfer

The board retains the right to assign, reassign and transfer all personnel.

### Probation

The authority to recommend to the board that certified staff members be placed on probation is delegated to the director or designated representative. The board, after hearing the Director's recommendation for probation and after evaluating the evidence gathered by the administrative staff, may place a certified staff member on probation. The term of probation will be established by the board, but in no event shall said probation extend beyond a one-calendar-year. A second year of probation may be instituted when sufficient progress has not been made by the staff member. Nonrenewal and/or termination are prohibited during the term of probation.

### Probation

All conditions of probation shall be reduced to writing. One copy shall be given to the employee, and one copy shall be placed in the employee's personnel file. Failure by an employee to meet the conditions of probation may result in nonrenewal or termination of the employment contract.

### Supervision

The responsibility for the immediate supervision of faculty members rests with each building administrator. The Director, Assistant Director and Coordinators have responsibility to supervise faculty members at regular intervals during the school year, through observations and evaluation through the KEEP2 system developed by KSDE.

## Suspension

The Director or designated representative shall have the authority to suspend an employee until after the suspension is resolved by board action at the next regular or special meeting of the board.

The Director may suspend certified employees with pay for any one or more of the following reasons: alleged violation of board policy, rule or regulation, the filing of a formal complaint against the employee with any civil authority or with the board charging the employee with the alleged commission of an offense involving moral turpitude; and other good cause.

An employee may be suspended with pay. If the suspension is imposed on an employee pending dismissal, the employee is entitled to pay until the employee has had a due process hearing before the board. The hearing shall determine whether further suspension shall be with or without pay and whether the employee will be terminated.

A negotiated agreement or any applicable grievance policy may provide the procedures for the teacher to obtain such a hearing and may have a time precedence over such a board determination.

## Separation

The board shall not renew any teacher's contract in any case where the board is of the opinion that such renewal would not be in the best interests of the district.

## Student Privacy Rights

District employees may have ongoing opportunities to access confidential information or records that are required to be kept confidential. Much of the student information processed by the district employees is confidential, and state and federal law limits its release; for example, driver record and vehicle registration information, confidential student records, criminal history background check information, information obtained pursuant to Social and Rehabilitation Services (SRS) interventions, social security number information, and professional misconduct background checks.

Employees are prohibited from divulging information contained in the student records and files of the district, except to other, authorized employees who may need such information for an educational purpose in connection with their duties and to authorized persons or agencies only in accordance with law, district policies and administrative rules.

If an employee is approached to provide information inappropriately, the employee must refuse to release the requested information unless authorized by his/her supervisor and otherwise be required to release the information under law or court order. In all cases, the employee's immediate supervisor shall immediately be informed, of any requests.

Any employee who inappropriately releases information, or uses confidential information obtained in the course of his/her employment with the district will be disciplined in accordance with board policies, the negotiated agreement, and district procedures. Disciplinary action may include penalties, up to, and including termination.

## Proposed Handbook Language

# CONFIDENTIALITY

## INTRODUCTION

Confidentiality of educational records is a basic right shared by all students in public schools and their parents. These fundamental rights are described in the Family Educational Rights and Privacy Act (FERPA) of 1974.

In addition, all school personnel (including contracted employees) are governed by confidentiality requirements of the Individuals with Disabilities Education Act (IDEA-97), which in Kansas, applies to students with exceptionalities. Confidentiality is one of the rights afforded to parents in the Parent Rights document. All people involved in special education should be aware of the laws and regulations ensuring that all records and information will be kept secure and remain confidential.

Schools are required to notify the public at least annually about what is done to ensure confidentiality, according to FERPA regulations, 34 CFR 99.7.

- Personally identifiable information includes the name of the child, child's parents, or other family member; address; personal identifier such as the child's social security number or student number; or list of personal characteristics or other information that would make it possible to identify the child.

## A. ACCESS TO RECORDS

Both FERPA and IDEA-97 required schools to have reasonable policies in place to allow parents to review and inspect their child's records. A record is defined as personally identifying information, recorded in any way, including, but not limited to:

- Academic work completed and level of achievement
- Attendance data
- Scores and test protocols of standardized intelligence, aptitude, and psychological test
- Interest inventory results
- Health data
- Family background information
- Information from teachers or counselors
- Observations and verified reports of serious or recurrent behavior patterns
- IEPs
- Documentation of notice and consent

Note that, under certain circumstances, a teacher's working file would not be considered a part of the child's record. FERPA regulation 34 CFR 99.3 states that the term "education records" does not include "records of instructional, supervisory and administrative personnel, and educational personnel ancillary to those persons, that are kept in the sole possession of the maker of the record and are not accessible or revealed to any other person except a temporary substitute for the maker of the record". The district must prevent the disclosure to any unauthorized person of personally identifiable information pertaining to all students. Disclosure is the release, transfer or other communication of records, or the personally identifiable information contained in those records, to any party, by any means, including oral, written, or electronic.

FERPA allows parent to inspect and review all education records of their children maintained by an educational agency that receives federal funds. This includes all public school and most private schools. The school must comply with a request to inspect records within a reasonable time, not to exceed 45 calendar days.

FERPA regulations allow some exceptions to the requirement to obtain parent consent before releasing records. For example, FERPA allows the school to release records to authorized individuals, such as:

- Other school officials, including teachers who have a legitimate educational interest (34 CFR 99.31(a)(1)).
- Officials of another school, school district or postsecondary educational institution where the student is enrolled or seeks or intends to enroll, IF (a) the district's annual notice included a notice that the district forwards education records to other agencies that request records and in which the student seeks or intends to enroll; and (b) the district makes a reasonable attempt to notify the parents or the student of the disclosure at the last known address (34 CFR 99.31(a)(2)).
- Authorized representatives of the US Comptroller General, US Secretary of Education, and State Educational Agencies in connection with an audit or evaluation of Federal or State supported programs, or for the enforcement or compliance with Federal legal requirements related to those programs (34 CFR 99.31(a)(3)).
- Disclosure in connection with financial aid for which the student has applied or received to determine eligibility, amount, or conditions of the aid or to enforce the terms and conditions of the aid (34 CFR 99.31(a)(4)).
- Disclosure to State and local officials to whom the information is specifically allowed to be reported pursuant to State statute (34 CFR 99.31(a)(5)).
- Disclosure to organizations conducting studies for educational agencies to develop, validate or administer predictive tests; administer student aid programs; or improve instruction, but only if the study does not allow personal identification of parents and students to anyone other than representatives of the organization conducting the study, and if the information is destroyed when no longer needed for the purposes for which the study was conducted (34 CFR 99.31(a)(6)).
- Disclosure accrediting organizations to carry out their functions (34 CFR 99.31(a)(7)).
- Disclosure to a parent of a student who qualifies as a dependent under section 152 of the Internal Revenue Service Code (34 CFR 99.31(a)(8)).

- Disclosure of relevant educational records to a court in a legal action initiated by the district against a parent. Also, disclosure to comply with a judicial order or subpoena. However, these disclosures may be made only if the district makes a reasonable effort to notify the parents or eligible student of the order or subpoena in advance of compliance with the order or subpoena, unless the order of subpoena states that the existence or contents of the order or subpoena not be disclosed (34CFR 99.31(a)(9)).
- Disclosure in connection with a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals (34 CFR 99.31(a)(10)).
- Disclosure of directory information. This information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to, the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most previous educational agency or institution attended (34 CFR 99.31(a)(11)).
- Disclosure to the student or to the parents of the student who has not reached 18 years of age and/or is not attending an institution of postsecondary education (34 CFR 99.31(a)(12)), and
- Disclosure of the results of any disciplinary proceeding conducted by an institution of postsecondary education against an alleged perpetrator to and alleged victim of any crime of violence, as defined by section 16 of title 18, United States Code (34 CFR 99.31(a)(13)).

To ensure protection of education records, the school district must:

1. Obtain written and dated consent before disclosing personally identifiable information to unauthorized individuals. A parent must provide consent if the child is under 18 years of age (unless one of the exceptions listed above applies).
2. Designate and train a records manager to assure security of confidential records for students with exceptionalities.
3. Keep a record or log of all parties obtaining access to education records, including the name of the party, the date access took place, and the purpose of the authorized use.
4. Maintain for public inspection a current listing of name and positions of employees who may have access to personal identifiable information.
5. Ensure the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
6. Ensure that, if any education record includes information on more than one student, a parent of a child must have the right to inspect and review only the information relating to his or her child, or to be informed of that specific information.
7. Ensure that each person collecting or using personally identifiable information receives training or instruction regarding the policies and procedures governing confidentiality of personally identifiable information. The district must maintain a record of the training provided, the person or persons providing the training, dates of the training, those attending, and subjects covered.
8. Provide a parent, upon request, a list of the types and locations of records collected, maintained, or used by the district.
9. Respond to any reasonable request made by a parent for an explanation and interpretation of a record.

10. Provide a parent, upon request, access to the child's records, and under certain circumstances, a copy of the records (34 CFR 300.562(b)(2)). Most districts copy records for parents without charge. However, the law does all for fees for copies of records made for a parent if the fee does not prevent a parent from exercising the right to inspect and review those records. A fee may not be charged to search for or retrieve information.

## **B. TRANSFER OF RECORDS**

Because education records include personally identifiable information, they may not be released to another agency or organization without parent consent, according to FERPA requirements. However, when a student transfers to another school, education records may be forwarded without student or parent consent. This may be done legally if the annual FERPA notification to parents includes a statement that these records will be forwarded to the receiving school. Figure 9-1 in Appendix A is the sample FERPA notification. Immunization records are included in the educational records (under the annual notification exception) that may also be shared with a receiving school without student or parent consent. By sharing such information between schools, the unnecessary reimmunization of students can be avoided.

Because of the FERPA notification and Kansas law (KSA 1997 Supp. 72-5209(d)) children in foster care who move from one community to another should be admitted to the receiving school without delay. The receiving school may access the education record (including the immunization portion of the record) without parent consent if proper notice has been provided to the parent. However, the receiving school must find out which Kansas district the student moved from, either from the child or through the foster care provider. If the receiving district is unable to determine the previous district, the KSDE Management Information System (MIS) Data Manager may be called for this directory information, provided that the sending district used the appropriate Public Notice under FERPA (Figure 9-1 in Appendix A).

KSA 72-5386 also addresses transfer of school records, preventing the withholding of records. Kansas schools may not withhold records because of fines or other such reasons. The sending district is to transfer the original school record to the requesting district. The sending district should maintain a copy of the educational record that is sent.

In addition, Kansas special education regulations, at KAR 91-40-4(c), require the sending district to immediately transfer the IEP, and any additional educational relevant information regarding a child with and exceptionality, to the receiving district. If the school's annual FERPA notification does not contain a statement that the school sends educational records to a receiving school, it must make a reasonable attempt to notify the parent at the last known address of the parent.

ANW HIPPA FERPA COMPLIANT REQUEST LOCATED IN  
WEBKIDS

**ANW SPECIAL EDUCATION COOPERATIVE 603**

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Erie\Galesburg 101 Humboldt 258 Altoona Midway 387 Marmaton Valley 256 Yates Center  
366 Iola 257 Crest 479 Chanute 413

710 Bridge St Phone: 620-473-2257

P.O. Box 207

Humboldt, KS 66748 Fax: 620-473-2159

PERMISSION TO RELEASE CONFIDENTIAL ACADEMIC, MEDICAL AND HEALTH INFORMATION

Student \_\_\_\_\_ DOB \_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_

Parent Name \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_

I hereby authorize the release and/or verbal and/or written exchange of information between ANW Special Education Cooperative 603 and the individual/agencies listed below.

DCF (Dept. for Children & Families) :

\_\_\_\_\_

Social Service Agency :

\_\_\_\_\_

School :

\_\_\_\_\_

Head Start :

\_\_\_\_\_

Therapist/Psychiatrist :

\_\_\_\_\_

---

Physician/Medical Provider :

---

Probation Officer :

---

Other :

---

Individual/Agency Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
\_\_\_\_\_ Fax Number \_\_\_\_\_

For the purpose of providing or obtaining the items checked below:

- Academic/School Information
- Attendance Information
- Medical Records
- Psychiatric/Psychological evaluation and/or report
- Treatment Plan
- Reciprocal information sharing concerning diagnosis, academic needs or progress
- Acknowledgement of Presence
- IEP
- Special Education Eligibility Report

I understand that I have the right to revoke this permission at any time.

AUTHORIZATION This authorization is valid for the school year, 20\_\_\_\_ - 20\_\_\_\_ and/or will expire on \_\_\_\_\_ (insert date). I understand that I may revoke this authorization at any time by submitting written notice of withdrawal of consent. I recognize that health records, once received by the school district, will become education records protected by the Family Educational Right and Privacy Act (FERPA). I understand that the records to be used or disclosed pursuant to this authorization may contain:

- 1.) records relating to the participation in federally assisted drug and alcohol abuse programs \_\_\_\_\_
- 2.) information relating to diagnosis and treatment of mental, alcoholic, drug dependency, or emotional condition, other than those notes recorded by a mental health professional documenting or analyzing conversation during a counseling session provided such notes are maintained separately (unless this authorization pertain specifically to psychotherapy notes) \_\_\_\_\_
- 3.) information relating to HIV testing, HIV status, or AIDS \_\_\_\_\_

I understand that such information is subject to special protections pursuant to state and federal laws and regulations. By my signature/initials, I authorize the use or disclosure of records containing such information if they are otherwise included within the scope of this authorization. I understand that treatment is not conditioned upon the execution of this authorization. I understand that if the person or the entity that receives the information is not a health care provider or health plan covered by Federal privacy regulations, the information described above may be re-disclosed and no longer protected by those regulations. I understand that fees may be charged for preparing and sending copies of records as permitted by law. I acknowledge upon signing this consent that I am waiving my rights under these laws and I am aware of the specific protections afforded or am waving my rights to being informed of the specific provisions of these laws, Statute 42 CFR - Part 2. I understand that the information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer be protected by the privacy regulations.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian/student if 18 or older

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness

**SAMPLE RELEASE OF RECORDS**  
**INTERAGENCY RELEASE OF INFORMATION**

By signing and dating this release of information, I allow the persons or agencies listed below to share specific information as checked about this case. I understand that this is a cooperative effort by agencies involved to share information that will lead to better utilization of community resources and better cooperation amongst our agencies to best suit my needs.

Agencies or agency representative that will be sharing information:

Name	Address	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The information to be released is:

<input type="checkbox"/> History	<input type="checkbox"/> Lab Work
<input type="checkbox"/> Diagnosis	<input type="checkbox"/> Psychological Assessment
<input type="checkbox"/> Summary of Treatment	<input type="checkbox"/> Psychiatric Evaluation
<input type="checkbox"/> Medications	<input type="checkbox"/> Legal issues/concerns
<input type="checkbox"/> School Evaluation	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Performance	

and is to be released for the purpose of \_\_\_\_\_

This consent to release is valid for one year, or until otherwise specified and thereafter is invalid: \_\_\_\_\_  
*Specify date, event or condition permit will expire*

You are advised that at any time between the time of signing and the expiration date listed above, you have the right to revoke this consent.

Student Name		Date of Birth	
Address		City	State
		Zip Code	
Witness	Date	Student Signature	Date
		<i>(Age 13 years, 9 months and over)</i>	
Position		Signature of Responsible Party, Guardian, if under Legal Age	Date
		Relationship to Student	

Appendix A, Fig. 9.2  
 July 2000

Sample contributed by Flint Hills Special Education Cooperative



SAMPLE LIST OF EMPLOYEES WHO CAN ACCESS RECORDS

**PERSONNEL GIVEN ACCESS TO CONFIDENTIAL FILES**

(Post on Special Education Confidential Student File Cabinet)

The following personnel have access to the Special Education Confidential Student Files maintained in this building (list names):

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Director of Special Education

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Assistant Director of Special Education

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Principal

---

School Psychologist

---

Special Education Teacher

---

Special Education Teacher

---

Special Education Staff

---

Team Leader(s)

---

Other, Title

---

Other, Title

---

Other, Title

Procedures for Requesting  
Public Records of ANW Education Cooperative  
Inter-local #603

1. The principal office of ANW Education Cooperative Inter-local #603 is the central office, located at 710 Bridge Street, Humboldt, Kansas. The records of Inter-local #603 are available during regular office hours: 8:00-4:00, Monday – Friday, excluding observed holidays. Some records, as indicated below, may be available for inspection at other locations.
2. A request for access to public record should be directed to the custodian of the record. The following is a list of types of records and their custodian in our school.

<u>TYPE OF RECORD</u>	<u>CUSTODIAN</u>	<u>LOCATION</u>
Student Records	Building Principals	School building of attendance
Personnel Contracts	Kristi Houston	Central Office
Board Minutes	Kristi Houston	Central Office
Bills, Financial Reports	Shelly Stuber	Central Office
Discriminative Complaint Investigations	Doug Tressler	Central Office
Transportation Log	Harry Heppler	Central Office

3. The custodian of the record may ask that you make the request in writing. Your request should include your name; your address and description of the record to which you are seeking access.
4. If the record you are seeking falls within an exception, the custodian may ask you to certify, in writing, why you believe you have a right to access the record. The custodian may also ask for certification you will not use or sell the information for sales or solicitation purposes.
5. Upon receiving your request, the custodian of the record will retrieve the requested record and provide the record for your inspection as soon as possible.
6. If the custodian cannot provide you the record immediately, she/he will inform you in writing of the time and place at which the record will first be made available for you.
7. You cannot remove the record from the building. The custodian will show you to a place where you may look at the record. If you desire a copy of the record, please inform the custodian and she/he will arrange for copying. A fee of .25 per page applies and must be paid prior to the copying.
8. If you desire access to our records on a business day (Monday through Friday, excluding legal (observed) holidays) when school is not in session, we will open our office from 8:00 am to 4:00 pm to allow you to access our records. Please notify the Director of ANW, Doug Tressler, by Noon (12:00 pm) if you need access to our records on one of these days.

UNIFIED SCHOOL DISTRICT OR INTER-LOCAL No. 603

*ANW Education Cooperative, Humboldt, KS*

PUBLIC REQUEST FOR SCHOOL RECORDS

Person Requesting Records: \_\_\_\_\_

Address of Person Requesting Records: \_\_\_\_\_

Specific Records Being Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Approval to Release Records

\_\_\_\_\_ Denial to Release Records

\_\_\_\_\_ Delayed Release of Records

Reason to denial or reason for delay: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Custodian: \_\_\_\_\_

Freedom of Information Officer: \_\_\_\_\_

Date: \_\_\_\_\_

IEP Legal and Local Requirements

ANW Special Education Cooperative  
Inter-Local #603

## Legal & ANW Requirements for IEPs

- \_\_\_\_\_ 1. **Mandatory IEP Team Members Signatures**  
Signatures for parent of child advocate, general education teacher, special education teacher, principal, or designee – these signatures have \* by the line
- \_\_\_\_\_ 2. **IEP Meeting Notice and Student 10-Day IEP Meeting Notice**  
10 calendar days, contain purpose, date, time, location, title of attendees
- \_\_\_\_\_ 3. **Excusals**  
Done before the meeting, agreed to by parent and principal
- \_\_\_\_\_ 4. **Rights of Child with Disability Upon Reaching 18 Years of Age**  
Must be done one year before 18<sup>th</sup> birthday
- \_\_\_\_\_ 5. **Content of the IEP**  
How the child's exceptionality affects participation in general education curriculum
- \_\_\_\_\_ 6. **PLAAPs**  
Current performance and needs used as a base for IEP decisions  
Include baselines
- \_\_\_\_\_ 7. **Baseline**  
Must be specific, objective, measurable, and able to be collected frequently
- \_\_\_\_\_ 8. **Transition Assessment**  
Meaningful results not just say they will take one
- \_\_\_\_\_ 9. **Participation in State and District-Wide Assessments**  
Type of state assessment must be chosen by the IEP team and listed on the IEP
- \_\_\_\_\_ 10. **Frequency**  
Frequency, duration, and location plus initiation date
- \_\_\_\_\_ 11. **Accommodations & Modifications**  
Only the ones needed by the student not a grocery list
- \_\_\_\_\_ 12. **Goals**  
Timeframe, conditions, behavior, and criterion  
Baseline, standard baseline, and benchmarks
- \_\_\_\_\_ 13. **Measuring and Reporting Progress on Annual Goals**  
Completed by same method as baseline, done every 9 weeks, reported to parents in writing or meeting with parents

## Legal & Local ANW Requirements for IEPs

### Mandatory IEP Team Members

1. Parents of a child or child advocate [KAR 91-40-17a] \*
2. At least one general education teacher [KSA 72-962u2] \*\*
3. At least one special education teacher
4. A school representative or designee [KSA 72-962u]
5. An individual who can interpret the instructional implications of evaluation results [KSA 72-962]
6. The student – if they are 13 or older – must be invited [KSA 72-987; CFR 300.321]

\*If a parent of an exceptional child cannot be physically present for an IEP team meeting for the child, the agency shall attempt other measures to ensure parental participation, including individual or conference telephone calls. [KAR 91-40-17e]; 34 CFR 300.322d]

\*\*Preschool has special rules on this

### IEP Meeting Notice

The written notice must indicate [KAR 91-40-17b; 3 CFR 300.322b]

- a. The purpose
- b. Date
- c. Time
- d. Location of the meeting
- e. The titles or positions of the persons who all attend on behalf of the school
- f. Inform the parents of their right to invite to the IEP meeting those they wish on the team

Meeting notice must be signed by the parent if they are in attendance.

### Excusal

(The overuse of this is discouraged by ANW)

A required member of the child's IEP team may be excused from attending an IEP meeting, in WHOLE or in PART if the parent, in writing, and the school consent to the excusal; and the IEP team member submits, in writing to the parent and the IEP team, input into the development of the IEP prior to the meeting. [KSA 72-987(b)(2)(3); 34 CFR 300.321e]

### Rights of the Child with Disability Upon Reaching 18 Years of Age

When a person who has been determined to be a child with a disability reaches the age of 18, except for such a person who has been determined to be incompetent under state law:

- a) A school shall provide to both the person and to the person's parents, the notice required
- b) All other rights accorded to parent under this act transfer to the person
- c) The agency shall notify the person and the parents of the transfer of rights, and juvenile federal, state, or local correctional institution [KSA 72-989]

## IEP Team Considerations [KSA 72-987]

In developing each child's IEP, the IEP team should consider:

1. The strengths of the child and the concerns of the parents for enhancing the education of their child
2. The results of the initial evaluation or most recent evaluation of the child
3. The academic, development and functional needs of the child
4. In the case of a child whose behavior impedes the child's learning or that of other, the use of positive behavioral interventions and supports and other strategies to address the behavior
5. A child with limited English proficiency, the language needs of the child
6. A child who is blind or visually impaired, do they need instruction in Braille
7. The communication needs of the child, and in the case of a child who is hard of hearing, or deaf, consider the child's language and communication mode, and full range of needs
8. Whether the child requires assistive technology devices and services

## Content of the IEP

Evaluation for a child must identify each of the child's specific needs that result from the exceptionality, provide baseline information, and describe how the exceptionality affects the child's participation and progress in the general education curriculum. Utilizing baseline data established in the present levels of academic achievement and functional performance (PLAAFPs), the IEP team must develop measurable annual goals, including academic and functional goals that meet the child's needs and enable the child to be involved in and make progress in the general education curriculum. The special education, related services, supplementary aids and services, program modifications, and supports for school personnel described in the IEP must reflect the child's needs in order to ensure he or she receives educational benefit.

## PLAAFPs or Present Levels of Academic and Functional Performance

The PLAAFPs summarize the child's current performance and provide the foundation upon which all other decisions in the IEP will be made. The PLAAFPs identify and prioritize the specific needs of a child and establish a baseline from which to develop meaningful and measurable goals. For children ages 14 and older the PLAAFPs also describe the child's transition needs in the areas of education/training, employment, and where appropriate, independent living skills.

## Baseline

Baseline data provides the starting point for each measurable annual goal, so there must be one baseline data point for every measurable annual goal on the child's IEP. Baseline data in the PLAAFPs are derived from locally developed or adopted assessments that align with the general education curriculum. Examples of baseline data should include percent of correct responses, words read correctly, and number of times behavior occurs, and mean length of utterances. Other issues important in collecting baseline data are the understanding that any goal written will have the same measurement method as

was used in collecting its baseline data. Also, when selecting baseline data, it needs to be (a) specific – to the skill/behavior that is being measured, (b) objective – so that others will be able to measure it and get the same results, (c) measurable – it must be something that can be observed , counted, or somehow measured, and (d) able to be collected frequently – when progress reports are sent out , the progress of the student toward the goal will have to be reported using the same measurement method as used to collect the baseline data. Non-examples of this would-be self-esteem or social awareness without more specific description of what it means.

For children ages 14 and older, the PLAAFPs also describe the child's transition needs in the areas of education training, employment, and where appropriate, independent living skills.

### Transition Assessment

Beginning at age 14, and updated annually, the IEP must contain (1) appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training/education, employment and where appropriate, independent living skills; and (2) the transition services, including appropriate courses of study, needed to assist the child in teaching the stated postsecondary goals; and (3) if determined appropriate by the IEP team a statement of needed transition services for the child, including, when appropriate, a statement of the interagency responsibilities or any needed linkages. [KSA 72-987(c)(8)]

### Student 10-Day IEP Notice

The school is not required to send the student a separate meeting notice. However, students 14 to 17 must be invited with documentation of their participation in the IEP meeting or the IEP. ANW sees the signature on the meeting notice and IEP as a way to document their participation. After the age of majority (18 in Kansas), the public agency MUST provide any Notice to BOTH the adult student and the parents. The parent are only notified of the meeting. To attend the meeting, they will have to be invited by their child or the public agency. [KAR 91-40-17(c); 34 CFR 300.322(c); 34 CFR 300.328]

### Participation in the State and District-Wide Assessments

The IEP team must make a decision about how the child with a disability will participate in State assessments and district-wide assessments. There are three options for each content area available to children with disabilities for the Kansas State Assessment. The IEP team is to make the decision which assessment is appropriate for the child for each curricular area being assessed in that child's grade level during the upcoming IEP year. These options include:

1. Kansas State Assessment
2. Kansas State Assessment with Modified Measures (KAMM), and
3. Kansas Alternate Assessment (KAA)

The intent is that all children will be assessed and will be part of the State and district accountability systems. The ITP team should apply the eligibility criteria for the KAMM and KAA to help determine which assessment is the most appropriate for the child.

## Special Education and Related Services

Each IEP for a child must have:

- The special education services
- Related services
- Supplementary aids and services
- A statement of the program modifications and accommodations
- Supports for school personnel that will be provided for the child [KSA72-987(c)(4)]

Each of these areas must be addressed on the IEP even if the way it is addressed is indicating the child does **not** need the service. All services: special education and related services, supplementary aids and services, program modifications, and supports for school personnel, as outlined in the IEP (including transition services) must indicate the projected date for the beginning of the services and the anticipated frequency, location, and duration of those services. [KSA 72-987(c)(7)]

In determining the location for special education and related services, the IEP team must consider the continuum of educational placements necessary to implement the IEP. The school must ensure that the parents of each child are members of any group that makes decisions on the educational placement of their child. The placement decision must be made in conformity with the requirement of providing services in the least restrictive environment (LRE). The educational placement is to be:

- Determined at least annually
- Based upon the child's IEP, and
- Located as close as possible to the child's home, consistent with the requirements of the IEP [KAR 91-40-1(II)]

Once an IEP has been completed and consent for services has been obtained from the parents, the child's IEP must be accessible to each regular education teacher, special education teacher, related services provider, and any other service provider who is responsible for its implementation. [KAR 91-0-16(b)(5); 3 CFR 300.323(d)(2)]

## Free Appropriate Public Education (FAPE)

"Least restrictive environment" and "LRE" mean the educational placement in which, to the maximum extent appropriate, children with disabilities, including children in institutions or other care facilities, are educated with children who are not disabled, with the placement meeting the requirements of KSA 72-976, and amendments thereto, and the following criteria:

- 1) Determined at least annually
- 2) Based upon the student's individualized education program; and

- 3) Provided as close as possible to the child's home [KAR 91-40-1; KAR 91-40-2]

## Goals

Four critical components of a well-written goal are:

- **Timeframe** is usually specified in the number of weeks or a certain date for completion. A year is the maximum allowed length for the timeframe.
  - In 36 instructional weeks...
  - By September 29, 2020
  - By the end of the 2020-2021 school year...
- **Conditions** specify the manner in which progress toward the goal is measured. Conditions are dependent on the behavior being measured and involve the application of skills or knowledge.
  - When presented with 3<sup>rd</sup>-grade-level text...
  - Given a mixed, 5<sup>th</sup>-grade-level math calculation probe...
  - Given a story prompt and 20 minutes to write...
- **Behavior** clearly identifies the performance that is being monitored, usually reflects an action or can be directly observed, and is measurable.
  - Julie will read...
  - Susan will correctly solve...
  - George will score...
- **Criterion** identifies how much, how often, or to what standards the behavior must occur in order to demonstrate that the goal has been reached. The goal criterion specifies the amount of growth the child is expected to make by the end of the annual goal period.
  - 98 words per minute with 4 or fewer errors
  - 90% or ore correct for all problems presented
  - 4 or better when graded according to the 6-trait writing rubric

## Benchmarks

Benchmarks are major milestones that describe content to be learned or skills to be performed in sequential order. They establish expected performance levels that coincide with progress reporting periods for the purpose of gauging whether a child's progress is sufficient to achieve the annual goal.

## Measuring and Reporting Progress on Annual Goals

Once the IEP team has developed measurable annual goals for a child, the team must include a description of how the child's progress toward meeting the annual goals will be measured. This measure of progress will enable parents, children, and educators to monitor progress during the year, and, if appropriate, to revise the IEP to be consistent with the child's instructional needs. The idea is to use progress monitoring information in a formative way, to help with decision-making about instructional changes that may be needed. If a measurable annual goal is written correctly with the 4 components (behavior, criteria, conditions, and timeframe) the requirement of how progress toward the goal is measured is contained within the goal and no additional information is required.

The IEP must include a description of when parents will be provided periodic reports about their child's progress toward meeting the annual goals. An example might be through the use of quarterly or other periodic reports concurrent with the issuance of district report cards. [KSA 72-987(c)(3); 34 CFR 300.320(a)(3)] The reporting may be carried out in writing or through a meeting with the parents (including documentation of information shared at the meeting); whichever would be more effective means of communication. Whatever the method chosen, child progress toward the goals must be monitored in the method indicated on the IEP and progress reports should include a description of the child's progress toward his/her measurable annual goals.

COMPUTER, NETWORK AND  
INTERNET  
ACCEPTABLE USE POLICY

ANW Special Education Cooperative  
Inter-Local #603

## ANW Special Education Cooperative Inter-Local No. 603

### Computer, Network, and Internet Acceptable Policy

Today we are challenged by rapidly changing, ever complex technologies in a diverse, mobile, and highly competitive society. Our future success as a Nation will largely depend on our society's ability to learn high-technology skills for work and informed citizenship. With properly used technology such as computer networks and internet, our staff can increase student achievement, motivation and learning opportunities.

The use of ANW Special Education Cooperative Inter-Local No. 603 (ANW) computers, networks and internet is a privilege, not a right. It is a general policy that all computers shall be used in a responsible, efficient, ethical, and legal manner.

ANW makes no warranties of any kind, expressed or implied, for the computers, networks and/or internet access it is providing. ANW will not be responsible for any damages, including, but not limited to, loss of data or from delays or interruptions in service. ANW will not be responsible for the accuracy, nature or quality of information stored on ANW storage media such as diskettes, hard drives, or servers; nor for the accuracy, nature or quality of information gathered through ANW-provided internet access. ANW will not be responsible for personal property used to access ANW computers, networks, or internet.

ANW's computer, network and internet accounts are educational tools owned and paid for by ANW. ANW has the right at any time and for any reason to review all data, files and other records and information on ANW computers, and the right to periodically monitor, audit or review computer, network, internet, and email use, including the right to review all email and other electronic messages. The use of authorization passwords by staff or students shall not be construed as creating a private communication medium, and all such passwords shall be divulged to ANW upon request. The use of unauthorized or undisclosed passwords is strictly prohibited.

Even though ANW may use technical means to limit internet access, these limits do not provide a foolproof means for enforcing the provisions of this policy. Some material accessible via the internet may contain items that are illegal, defamatory, inaccurate, or potentially offensive to some people. Good and services can be purchased over the internet that could potentially result in unwanted financial obligations. ANW will not be responsible for unauthorized financial obligations incurred by staff resulting from ANW-provided access to the internet. Any such financial obligations are the sole responsibility of the staff member. Staff who are utilizing ANW-provided computers, networks and

internet are responsible for good behavior on-line and in "electronic" field trips just as they are in a classroom or other area of the school.

With the privilege of using ANW computers, networks and internet come certain responsibilities. Staff members must familiarize themselves with these policies. Failure to follow these policies will result in disciplinary action.

1. Use of e-mail by students is prohibited.
2. Profanity, obscenity and abusive, sexually explicit, or threatening language will not be tolerated. All staff should use language appropriate for school situations as indicated by school codes of conduct.
3. Harassing, insulting, or attacking others personally is unacceptable.
4. Staff must respect all copyright issues regarding software, information, and attributions of authorship. The intellectual property of another individual or organization cannot be used without their permission. The law prohibits duplicating software for profit, making multiple copies for use by different users within an organization, and giving an unauthorized copy to another individual.
5. Computers, network, and internet shall only be used for legal activities. Illegal activities include tampering with computer hardware or software, unauthorized entry into computers or knowledgeable vandalism or destruction of computer files whether they belong to ANW, individuals or an organization. Such activity is considered a crime under state and federal law.
6. Avoid the known or inadvertent spread of computer viruses by following ANW virus protection procedures. "Computer viruses" are programs that have been developed as pranks and can destroy valuable programs and data. Deliberate attempts to degrade or disrupt system performance of ANW computers or network or any other computer system or network on the internet by spreading computer viruses is considered criminal activity under state and federal law.
7. Scan any computer disk with virus detection software before installation and execution.
8. Prevent the introduction of viruses, attempts to breach system security, or other malicious tampering with any of ANW electronic systems.
9. Report any viruses, tampering or other system breaches to the system administrator immediately.
10. Each staff member is fully responsible for the use of his/her account. Violations of this policy that can be traced to an individual account will be treated as the sole responsibility of the owner of that account. Staff members should not give their password to anyone other than district administration or the technology coordinator.
11. Do not access pornographic, obscene, or sexually explicit web sites; do not download, upload, or otherwise distribute any pornographic, obscene, or sexually explicit materials' if inappropriate to view it or have it on your computer.
12. Avoid unauthorized commercial use of ANW computers, networks, or internet.
13. Do not waste ANW computer, network, or internet resources.
14. Do not post private information including home address, telephone number, school address, work address, or photograph of any other person
15. Do not post chain letters or e-mail messages.

16. Do not use ANW network system for political lobbying, but may use the system to communicate with elected representatives and to express opinions on political issues; and
17. A staff member's right to use ANW computers, network or internet resources ends once the staff member terminates employment or once such privileges are revoked by ANW.

Any suspected violation of this policy will be investigated by ANW administration. Prior to the conclusion of the investigation, the staff member should be informed of the suspected violation and given an opportunity to offer an explanation. Violation of this policy will result in disciplinary action. Disciplinary action will initially be considered at the building level in keeping with existing procedures and practices regarding inappropriate language or behavior. A confirmed violation of this policy may result in (a) suspension of computer, network and internet use privileges; (b) suspension or termination of employment with ANW; (c) such other discipline as the ANW Board or administration deem appropriate; and (d) in some circumstances, criminal or civil liability for violation of state or federal law. When appropriate, law enforcement agencies shall be notified of violations of this policy.

Each ANW staff member shall be provided with a copy of this policy. By using ANW's computers, all staff expressly consent to this Computer, Network, and Internet Acceptable Use Policy.

This policy supersedes the Computer Usage and software Policy dated 01/01/98.

Adopted by the ANW Board of Education on January 22, 2003.

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The undersigned staff member has read and agrees to abide by all the terms and conditions of the ANW Computer, network, and Internet Acceptable Use Policy.

\_\_\_\_\_  
Printed Name of Staff Member

\_\_\_\_\_  
Date

## REMOTE WORK AGREEMENT

The Remote Work Agreement is a voluntary agreement between the ANW Special Education Cooperative, Interlocal #603 (ANW) and \_\_\_\_\_ (Employee) and approved by the Executive Director. This agreement may be terminated at any time. Such work is subject to the policies and procedures outlined in ANW's employment policies, as amended from time to time. This remote work agreement will be for the time period beginning \_\_\_\_\_ through \_\_\_\_\_.

Nothing herein shall create any obligation to renew the remote work agreement, further than outlined herein, between ANW and the employee. Remote work arrangements are available only to eligible employees, at ANW's sole discretion. Remote work arrangements are not an employee benefit intended to be available to all ANW employees and contractors. As such, no ANW employee or contractor is entitled to, or guaranteed the opportunity, to work remotely.

ANW will not be held responsible for costs, damages or losses resulting from the cessation of participating in this remote work arrangement. Nothing in this document or in any aspect of the employee's remote work arrangement is to be construed as a contract of employment or a modification of the Employee's at-will employment status.

Employee must agree to adhere to the following standards:

1. The employee will be available during the assigned business hours (totaling 40 hours) for communication and agrees to respond in a timely manner, unless circumstances have been discussed in advance with Executive Director.
2. The duties, obligations, responsibilities, and conditions of the employee's employment with ANW will remain unchanged, whether the employee is completing his/her work in the ANW office or a remote location. The employee's salary, retirement, PTO, and insurance coverage will remain in effect per ANW policy. Work hours, and all PTO will conform to FSBA policies and procedures and departmental guidelines. Modifications to assigned hours and/or corresponding location can be made through a mutual agreement of the supervisor and employee.

The employee acknowledges and understands ANW's policies and procedures with respect to records and any external requests for information and will continue to abide by such policies and procedures while working at the alternative worksite. The employee will apply approved safeguards to protect ANW records from unauthorized disclosure or damage. Work done at the remote work site is considered official public business. All records, papers and correspondence must be safeguarded for their return to the ANW headquarters.

Computerized files are considered official Association property and records.

# **PROFESSIONAL AGREEMENT**

**2020/2021**



**ANW Special Education Cooperative**  
**Interlocal #603**

**&**

**ANW Education Association**  
Affiliated with Kansas-NEA  
and the  
National Education Association

ANW Education Cooperative

\*\*\*Important Dates\*\*\*

2020-2021

SEPTEMBER 1<sup>ST</sup>

Deadline for submitting official transcripts for salary movement CURRENT SCHOOL YEAR (as indicated the previous April)

OCTOBER 1<sup>ST</sup>

Deadline for completing the virtual mandated content

MARCH 15<sup>TH</sup>

Deadline for submitting request for assignment transfer

APRIL 1<sup>ST</sup>

Deadline for submitting notification for salary movement for the following school year

MAY 1<sup>ST</sup>

Deadline for Option A & B – Compensation for unused sick leave

3<sup>RD</sup> FRIDAY IN MAY

Deadline for notification by Administration for intent to non-renew

14 CALENDAR DAYS FOLLOWING THE 3<sup>RD</sup> FRIDAY IN MAY

Deadline for notification by Staff member to Administration of resignation

ARTICLE 1	DURATION OF AGREEMENT & DEFINITIONS	1-2
ARTICLE 2	TEACHER CERTIFICATION AND ASSIGNMENTS	2
ARTICLE 3	EMPLOYEE BENEFIT AND SALARY REDUCTION PLAN	2-3
ARTICLE 4	PAYROLL DEDUCTIONS	3-4
ARTICLE 5	SAME BENEFITS	4
ARTICLE 6	SCHOOL YEAR	4
ARTICLE 7	MILEAGE	5
ARTICLE 8	PLACEMENT ON STEP	5-6
ARTICLE 9	PAY PERIODS	6
ARTICLE 10	INSERVICE	6-7
ARTICLE 11	EXCEPTIONALITY MEETINGS	7
ARTICLE 12	ASSOCIATION RIGHTS	7-8
ARTICLE 13	REDUCTION IN FORCE	8-9
ARTICLE 14	LEAVE	
	Sick Leave	9-10
	Sick Leave Pool	10-11
	Compensation for Unused Sick Leave upon Voluntary Separation of Employment	11-12
	Professional Leave	12
	Jury Duty	12
	Leave for Court Appearance	12
	Extended Leave	13
ARTICLE 15	RESIGNATION	13
ARTICLE 16	GRIEVANCE PROCEDURE	
	A. Purpose and Definition	13
	B. Procedure	13-14
	C. Rights of Teachers to Representation	14

D. Miscellaneous	14
ARTICLE 17 LICENSED PROFESSIONAL STAFF DISMISSAL	14-15
ARTICLE 18 PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE	15-16
ARTICLE 19 PROGRAM VISITATION AS INSERVICE	16
APPENDIX	
SALARY SCHEDULE	17
PROGRAM VISITATION REQUEST	18
LOST LUNCH/PLAN TIME FORM	19
APPROVAL	20

## **ARTICLE 1 DURATION OF AGREEMENT & DEFINITIONS**

### **Duration of Agreement**

This agreement shall become effective July 1, 2020 and shall continue in full force and effect to and including June 30, 2021 and shall not be extended, amended, or modified except by express agreement in writing of both parties.

If a portion of this agreement is found to be contrary to law, then only that portion shall be invalid. All other provisions shall remain in full force and effect.

This Agreement shall become effective July 1, 2020 provided it is ratified by a majority of the members of the board and a majority of the members of the negotiating unit and shall remain in full force and effect to and including June 30, 2021.

All articles of this Agreement shall continue in full force and affect to and including June 30, 2021 and thereafter for successive contracted periods, unless written notice to amend is given by either party to the other not later than February 1, immediately preceding the expiration date pursuant to K.S.A. 72-5423.

Should either party give written notice to amend any article as provided above, that article will not continue in force except by mutual consent of both parties reduced in writing, email and signed except as provided by law.

Clause for 2020-21: The ANW Board of Education (the "Board") and the ANW Education Association (the "Association") hereby agree to reopen the 2020 – 2021 Negotiated Agreement **IF** changes that impact the agreement due to the pandemic/epidemic and/or the changes to the guidelines of the Kansas State Department of Education Continuous Learning Plan are enacted.

### **Definitions**

- A. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Certificate Handbook. The Board will mean the #603 Board of Directors, or a district served by the Coop.
- B. ASSOCIATION: ANW COOP EA affiliated with Kansas-National Educational and the National Education Association exclusive representative of professional employees for the purpose of professional negotiations as provided by KSA 72-5415.
- C. BOARD: The Board of Directors of Interlocal No. 603, ANW Special Education Cooperative, Kansas are made up of the eight (8) districts, Altoona-Midway #387, Chanute #413, Crest #479, Erie #101, Iola #257, Humboldt #258, Marmaton Valley #256 and Yates Center #366
- D. DAYS: Except when otherwise indicated, days shall mean working days.
- E. DISTRICT: Interlocal Cooperative #603, ANW Special Education Cooperative.
- F. EMPLOYEE: The terms "employee" and "teacher" may be used interchangeably, but shall mean the same.
- G. K-NEA: Kansas National Education Association.
- H. SENIORITY: The period of professional service in the district.
- I. DIRECTOR: Director of the programs (or designee as assigned by the Board of Directors) of Inter-local Cooperative #603.

- J. LICENSED PROFESSIONAL STAFF: Any person employed by the Board in a position which requires a license issued by the State Board of Education or employed in a professional educational or instructional capacity by the Board, but shall not include any such person who is an administrative employee, occupational therapist, physical therapist, school nurse, paraprofessional (even if person has been issued a license to teach), teacher assistant or substitute teacher.

This agreement shall not cover administrative personnel.

## **ARTICLE 2 LICENSED PROFESSIONAL STAFF LICENSURE AND ASSIGNMENTS**

Except on an emergency basis, Licensed Professional Staff shall be licensed for all classes they are assigned to teach and grade level which they are assigned to teach. Each employee shall be given written notice of his/her class, subject area, exceptionality, and the room assignments for the forthcoming year not later than August 1st. Licensed Professional Staff shall be given input into their assignments. In the event it becomes necessary for the district to change an employee's assignment, before the change is made the director and immediate supervisor shall meet with each affected employee to discuss the change.

Employees shall file a voluntary transfer request with the Coop Director, no later than March 15<sup>th</sup> of the present year, if they are to be considered for a transfer in the upcoming year. The transfer request shall be the responsibility of the employee. If an employee does not have a transfer request on file, they may not be considered for a transfer.

## **ARTICLE 3 EMPLOYEE BENEFIT AND SALARY REDUCTION PLAN**

### **Health Insurance Pool**

All licensed employees employed on a continuing basis prior and up to the beginning of the 2020-2021 school years, upon the first day of employment of the 2020-2021 school years for the Cooperative shall be eligible to participate in the Insurance pool at the full amount determined to be paid by the Board. Licensed employees hired for the 2020-2021 and for all years thereafter shall be eligible to participate in the insurance pool and have a proportionate amount paid by the Board in direct relation to the (FTE) of their contract. The pool would consist of one million forty-four thousand nine hundred thirteen dollars (\$1,044,913) to be set aside yearly for licensed professional employees participating in the ANW's Medical insurance group. This total amount will be equally divided by the number of licensed professional employees (FTE) participating in the group (1.0 FTE for those employed prior to the 2020-2021 school year and those hired for the 2020-2021 school year and for all years thereafter an FTE amount equal to the FTE of their contract. The parties agree that no licensed professional employee will receive more than the Board determined amount for each participating licensed professional employee or cost of the Preferred Provider Option (PPO) health care policy, whichever is lowest. Employees selecting the Board approved Health Savings Account (HSA) policy will have the difference in the cost between the Board determined amount for each participating employee and the HSA policy premium, if any, deposited on a monthly basis in the employees' Health Savings Account. The Board will retain any excess monies not needed to meet the financial obligations of paying for the above described employee health care costs.

The board-provided health insurance benefit for professional employees covers a 12-month period and shall be renewable annually at the coverage level determined by the employee.

For those employees who complete their employment contracts for the school year, the district's health insurance program continues for the end of the 12 months cycle or until a former employee becomes eligible for group health insurance under a new employer's plan.

Should employment be terminated prior to the end of the employee's contract, health insurance coverage will stop at the end of the last month the employee works.

### **Life Insurance**

ANW will provide a \$10,000 paid life insurance benefit for all licensed professional staff.

### **Longevity Pay**

The Board will make a one-time payment to professional employees to recognize their longevity as employees of the Cooperative providing the person has not been on a Plan of Improvement in the previous five (5) years. The longevity pay shall be made with the June payroll of the year the employee completes the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup> or 40<sup>th</sup> year of service. The amount of the payment shall be made pursuant to the following schedule:

Years of service	Amount of Longevity Pay
10	\$250
15	\$500
20	\$750
25	\$1,000
30	\$1,500
35	\$2,000
40	\$2,500

### **Salary Reduction Plan**

\*All licensed employees upon the first day of employment in the Cooperative, of each school year, shall be eligible to participate in the Salary Reduction Plan. This cafeteria plan shall consist of the non-taxable benefits of health insurance; dental insurance; vision insurance; cancer/dread disease insurance; heart & stroke insurance; and flexible spending accounts for medical reimbursement and day care expense reimbursement.

Each licensed employee shall declare an amount to be reduced from their salary, not to exceed the maximum necessary to allow said employee to purchase health insurance; disability income insurance; dental insurance; vision insurance; cancer/dread disease insurance; heart & stroke insurance; and flexible spending accounts for medical reimbursement and day care expense reimbursement. This amount shall be applied to the Cooperative Salary Reduction Plan, on or before September 1st of each school year, on a form provided by the Cooperative. The employee will declare the amount per month of their salary to be reduced. After initial enrollment employees will be allowed no changes in selected benefits for that school year.

It is hereby understood that the dollars allocated to the Salary Reduction Plan for non-taxable benefits are exempt from State and Federal Income Tax, Social Security and KPERS.

Any change in companies providing benefits under salary reduction shall be endorsed by the Association and presented to the ANW Board for approval. This action is covered by Section 125-IRS 1954 as amended and the Cooperative 125 benefit plan contained in the Appendix.

#### **ARTICLE 4 PAYROLL DEDUCTIONS**

The Board agrees to make payroll deductions from licensed professional staff salaries for the following purpose and subject to the conditions hereinafter set forth:

Health insurance; group term life insurance; dependent life insurance; disability income insurance; extended income protection; dental insurance; vision insurance; cancer/dread disease insurance; heart & stroke insurance; and flexible spending accounts for medical reimbursement and day care expense reimbursement; tax sheltered annuities; legal services; identity theft protection; professionals dues; and other deductions as required by state and federal laws.

In regard to the above items, deductions will be made as authorized in writing by each licensed professional staff desiring such deductions. Said authorization shall be made on forms provided by the Board and shall be filed annually with the finance clerk prior to September 1st.

#### **ARTICLE 5 SAME BENEFITS**

The ANW Special Education Cooperative shall provide a duty free lunch and a planning period for each licensed staff comparable to other licensed employees in the building in which they are assigned. It shall be the licensed staff's responsibility to notify the ANW administration should there be discrepancies. If the licensed staff is required by ANW administration to provide direct instructional service or direct supervision during duty free lunch or planning period, not including IEP staffings, the licensed professional staff will be compensated at a rate equal to the compensated hourly rate of their individual contract.

In the event a teacher is required to supervise one or more students during time which has been designated as planning and/or duty free lunch, the following will happen; 1) Notification must be made to the immediate supervisor as soon as such loss of planning/preparation time and/or duty free lunch is known utilizing the Notification of Lost Preparation Time form; 2) Upon receipt of the Notification, the Administrator will have 10 days to respond to and/or rectify the situation. If the teacher is not satisfied with the outcome of the matter as determined by the administration, the teacher has the procedure outlined in Article 16 available to them.

No ANW licensed staff will be compelled to serve on any local district committee without compensation by the local district equal to that district's compensation to its staff.

#### **ARTICLE 6 SCHOOL YEAR**

Employees will follow the calendar of the district/building in which they are assigned plus two and 1 half additional days (2.5 days or 20 hours) for ANW in-service. In-service will be provided through virtual content for a one year trial period for the 2020-2021 school year. 16 hours to be completed by August 15, 2020 and the remaining 4 hours state mandated training due October 1, 2020. Employees of ANW Day Schools will work the average number of contract days of the cooperative member districts plus two additional days for ANW in-service. The standard formula for figuring daily rate of pay will be the individuals contract salary plus any yearly incentive or supplemental contract amount paid to the individual in the specified contract year divided by 186 (one hundred eighty-six).

Mandatory New Teacher Training for new teaches with no special education experience will have 5 initial days (prior to the beginning of the school year) plus 10 days scheduled throughout the year. A total of 15 days (more days could be added) which is at the discretion of the Director.

Addendum days will be paid at the daily rate of pay for days contracted beyond the employee's contract year.

## **ARTICLE 7 MILEAGE**

When, in the performance of their duty, employees are required by the Coop to travel, mileage will be paid starting from their departure from their established base of operation according to the state rate. In order to be reimbursed mileage must be turned in by the 20<sup>th</sup> of each month. May mileage must be turned in no later than teacher checkout. This excludes in-service, conferences, and any professional duty not related to direct services to children.

## **ARTICLE 8 PLACEMENT ON STEP**

During the 2020-2021 year, licensed professional staff shall be paid in accordance with the attached salary schedule. As used in said salary schedule, BS shall mean a Bachelor of Science, Bachelor of Arts or equivalent degree; MS shall mean a Master of Science, Master of Arts or Equivalent degree. Hours shall mean semester hours earned by licensed staff subsequent to being awarded BS, BA or equivalent degree: provided further that in order for said hours to be counted for column placement on said salary schedule said hours must meet at least one of the following requirements.

1. Be in the licensed staff's area of certification
2. Be creditable for the next higher degree in the licensed staff's area of certification.
3. Be approved by the Director.

It is recommended that licensed staff who desire credit for additional hours under number 3 above check with the Director before enrolling in any class which does not qualify under paragraphs 1 and 2 above. Hours which have heretofore been approved for column placement shall continue to be counted for column placement notwithstanding any other provisions of this article.

Quarter hours credits in class qualify under no. 1, 2, or 3 above shall be converted to semester hours as follows: each quarter hour shall be the equivalent of two-thirds of a semester hour.

In applying additional semester hours, part of a semester hour equal to at least one-half of an hour shall be counted as a full hour. Example: 11.00 to 11.49 hours would be counted as 11 hours. Example: 11.50 hours to 11.99 hours would be counted as 12 hours.

College hours, (semester hours for determining placement on the salary schedule) must be filed with the Director of Special Education on or before September 1 to be applicable in determining where the licensed staff shall be placed on the salary schedule for the school year. The Director may require such proof as he deems necessary, such as a certified copy of a college transcript, in order to determine where the licensed staff will be placed on the salary schedule for that school year. At the time of employment, each new staff member may be given credit for up to five (5) full years of previous general teaching experience, all years of previous special education teaching or related professional experience (as determined by the Director) in the categorical area for which the person is being initially employed at ANW, and one half (1/2) year experience for each additional accredited year of general education teaching.

The Board, upon the recommendation of the Director, may choose to award up to full credit for all experience beyond the limits previously listed.

## **In-service Points**

1. Each professional shall be eligible to use in-service points for horizontal movement on the salary schedule. The equating of in-service points for hours shall be the same as indicated in the ANW Cooperative In-service Plan (20 in-service points = 1 college hour). In-service points used for horizontal salary schedule movement by a teacher with a M.S. will be those points earned following the earning and receipt of the M.S. degree.
2. PDP knowledge points earned on duty time cannot be used for movement on the salary schedule.
3. A maximum of 40 application and impact points, earned on duty time, may be used for movement per column on the salary schedule. Example: Knowledge = 6 points; application = 12 points; impact = 18 points. The professional can count 12 + 18 for a total of 30 points towards the 40 maximum points excluding the original 6 points for knowledge.
4. All application and impact points to be used for salary schedule movement must be approved by the Director and the Professional Development Committee process as outlined in the ANW Cooperative In-service Plan.
5. The Director must be notified in writing of the professional's intent to use application and impact points for movement on the salary schedule prior to April 1<sup>st</sup> of the school year preceding salary movement.
6. Teachers may use up to four college hours of credit per column movement obtained during the paid duty day provided those hours are documented through the PDP process.

## **Movement on Schedule Limit**

Professional employees must provide written notice 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. The official transcript or documentation of request for transcript must be filed with the central office no later than September 1. If it falls on a weekend it must be filed prior to the weekend. Failure to provide notification will result in non-column movement until the following school year.

## **ARTICLE 9 PAY PERIODS**

Each employee shall be paid in twelve equal installments on or before the 15<sup>th</sup> of each month. Employees shall receive their payment through the method designated by the licensed professional staff. If the employee wishes to change their method of payment for the upcoming year, the employee must provide an updated form to the payroll clerk by September 1. Exceptions: (1) When a pay date falls during a school holiday, vacation, or weekend, employees shall receive their pay on the last previous working day. (2) Any employee, upon written notice on a standard form furnished by the Board, shall receive their July and August pay on or before June 30. The direct deposit financial institution may not be changed after the annual sign-up except in an emergency as approved by the Director.

Administration will notify staff of changes regarding the method of payment at least 30 days prior to the change.

## **ARTICLE 10 INSERVICE**

- A. The Board recognizes the need for quality in-service for their staff to help improve the quality of education. The Staff Advisory Committee which shall consist of the Director, Assistant Director;

the chair of each of the categorical areas and one seat for the president of the EA or a designee. This Staff Advisory Committee shall determine the in-service needs and make recommendations based on licensed professional staff input.

- B. Licensed professional staff wishing to attend conferences or professional training events may request that the administration complete and pay for the registration in advance. The licensed professional staff will be required to provide a fully completed event registration form along with a completed PDP request to the ANW office at least 30 days in advance of the registration deadline (if a lower registration fee is available for early registration then, that early date will be used to calculate the 30 day requirement). After the 30 day notice the standard PDP procedure will apply unless an exception is approved by Administration. If for any reason the licensed professional staff will not be able to attend the event the employee will be responsible for notifying the Director at least 7 days prior to the conference's cut-off date for refunding the registration fee. If the conference does not allow for a registration fee refund, or if the licensed professional staff does not or is not able to notify the Coop 7 days prior to the fee refund cut-off date, then the licensed professional staff will be personally responsible for refunding the cost of the registration to the Coop. If not paid, it will be a salary deduct at the end of the school year. (The registration process for events held at Greenbush will not change. The licensed professional staff will submit a PDP request and after receiving approval from the Coop, complete the Greenbush online registration).

#### **ARTICLE 11 EXCEPTIONALITY MEETINGS**

With the approval of the Director, exceptionality meetings (within each exceptionality) will be scheduled on school days and/or during in-service days, with the following objectives:

1. Identify existing and future problems
2. Arrive at acceptable solutions
3. Relate pertinent information relevant to:
  - a. Rules, procedures, policies, safety, and security of students and instructors
4. The planning and implementation of student instructional programs
5. Personnel problems, unless such problems are confidential
6. Discussion of relevant educational developments

A minimum of one exceptionality meeting will be held each semester. Additional meetings may be approved by the Director. Attendance shall be mandatory and the Director shall be notified in the event that someone is unable to attend. The notice of a meeting will be given throughout administrative channels, including agenda, to the employees involved at least ten working days prior to meetings except in an emergency. Employees shall have an opportunity to suggest items for the agenda. Excused absence from these meetings will be granted by the Director.

The Director shall appoint an administrative designee to attend the meetings and the committee shall elect a categorical chairperson. The chair shall be a three year appointment. Appointments to begin in 2020. The chair shall also serve on the Advisory Committee.

#### **ARTICLE 12 ASSOCIATION RIGHTS**

- A. Copies of this agreement titled "Professional Agreement between ANW Special Education Cooperative and ANW Special Education Cooperative Teachers Association Affiliated with K-NEA and NEA" shall be posted on the Coop web site for viewing for all employees of the Board. The

Board shall furnish 5 printed copies to the Association.

- B. The Board agrees to furnish to the Association, upon request, information that will assist the Association in developing intelligent, accurate, and informed and constructive programs on behalf of the licensed professional staff and their students together with information which may be necessary for the Association to assist in a grievance or complaint.
- C. The Association shall have the right to use school facilities and equipment when possible.
- D. The Association shall have the right to post notices of activities and matters of the Association. The Association shall have the use of the Coop districts' E mail, mail service and teacher mail boxes for communication for teachers. The cost shall not be borne by the districts or the Coop.
- E. At the beginning of every school year, the Association shall be provided with a total of six (6) days of paid leave to be used by licensed professional staffs who are officers or agents of the Association. Approval for use of said days shall be at the discretion of the Association Executive Board or the Association President. Such days shall be used for Association business as determined by the Association Executive Board or the Association President. The Association agrees to notify the Director, or his designee, **no** less than ten (10) days in advance of taking such leave, and no more than two (2) shall be used in one calendar month. The Director shall have the authority to waive the notice requirements in the case of an emergency.

### **ARTICLE 13 REDUCTION IN FORCE AND RECALL PROCESS**

If the ANW Board determines that a reduction of staff is necessary, the program area(s) will be identified and licensed professional staff shall be selected for non-renewal in each program area according to the following order:

- A. Attrition
- B. Non-tenured teachers
- C. Full licensure vs. provisional licensure in assigned teaching field
- D. Administrative evaluation
- E. Length of service with ANW Special Education Cooperative

Licensed professional staff whose employment is terminated due to reduction in force shall be afforded the opportunity for consideration for future employment in the event vacancies occur in areas for which they are licensed and have an interest. For those who wish to be considered, the following procedures will be followed:

- A. Upon termination due to RIF, the licensed professional staff will complete a form indicating his/her desire to be considered for re-employment with ANW, the positions for which he/she would like to be given consideration and a way to contact him/her if such vacancy occurs. It shall be the responsibility of the licensed professional staff to maintain a current address or method of contact during the time of recall.
- B. The completed form shall be kept on file at the ANW office for two (2) years unless notification is received from the licensed professional staff to withdraw their interest in being re-employed.
- C. As vacancies occur, the administration will review the file to determine if any RIF (Reduction in Force) teachers have expressed an interest in the positions.
- D. Interviews will be scheduled and interested RIF licensed professional staff shall be notified of the vacancy and their appointment to meet with ANW administration.

- E. Licensed professional staff that are notified will have ten (10) calendar days to respond to the notice to confirm their interest. Failure to respond will be considered an indication of lack of interest in the position.
- F. The licensed professional staff will be interviewed and consideration will be given to determine whether the licensed professional staff should be offered the position. The administration will determine the best candidate for the position.
- G. If the licensed professional staff is re-employed, the staff member shall regain all employment benefits to which he/she was entitled at the time of termination and any benefits to which he/she is entitled at time of re-employment.
- H. Recall privileges shall be terminated after two (2) years.

## **ARTICLE 14 LEAVE**

### **Sick Leave**

Licensed professional staff shall be granted 12 discretionary leave days for 2020-2021 school year. All unused discretionary leave 2019-2020 will be rolled over into sick leave for the 2020-2021 school year along with all unused sick leave from the 2019-2020 school year. Leave will be applied to either discretionary or sick leave. All licensed staff shall indicate through META time/attendance keeping system whether the day is discretionary leave or sick leave. All leave will be entered into META within 30 days of its use.

If the licensed professional staff is gone more than three (3) consecutive days they will provide a doctor's note to the ANW Director. If licensed staff is gone more than 10 cumulative days Director MAY request a Doctor's note. Licensed professional staff will be allowed to carry over up to 100 days of unused sick leave. Said accumulated leave is to be used for sick leave only. The yearly entitlement will become effective upon completion of one (1) day of contracted service.

A licensed professional staff may use all or any portion of his/her leave granted during the current school year, and accumulated sick leave to recover from his/her personal disability or the disability or illness of a spouse or child. Personal disability is defined as an illness or accident which prevents the licensed professional staff from satisfactorily performing his/her teaching and other duties required in the contract of employment. The Special Education Director, at his discretion, may require a licensed professional staff to furnish said Director with a certificate from a licensed physician whenever licensed professional staff is absent for more than five consecutive days because of a personal illness or disability or the illness or disability of a spouse or child. When a licensed professional staff is absent for more than 15 school days in the school year because of illness or disability, the Director may request a certificate from a licensed physician. A licensed professional staff may use any portion of the leave granted for the school year for illness or death or serious injury to a member of the licensed professional staff's immediate family.

The term "immediate family" as used in this agreement shall mean the professional staff's spouse, child, mother, father, mother-in-law, father-in-law, sister or brother, stepbrother or stepsister, grandparent or grandchild or other person which the licensed professional staff is legally responsible to support. A licensed professional staff may use personal leave for the death of a close friend, or appeal to the Director for the use of sick leave days. To the extent possible, a licensed professional staff shall notify the Director or immediate supervisor at least 24 hours prior to the commencement of any such leave.

In addition to the above granted sick leave, the Board may also grant to each licensed professional staff up to an additional ten (10) days of sick leave during the school year for any disability which extends beyond the number of sick leave days which the licensed professional staff has accumulated. Days of sick leave shall be treated as follows: The licensed professional staff receiving such sick leave shall be paid at the licensed professional staff's regular daily rate less \$100.00 per day while such licensed professional staff is on said extended leave.

### **Maternity/Adoptive Leave**

A licensed professional staff may use up to six weeks of paid sick leave for maternity, 5 days paid sick leave for paternity or 10 days paid sick leave for adoptive leave provided that the employee has the number of sick leave days available.

Employees have the right to access Family Medical Leave as set forth by federal statute. To do so they will need to complete the application forms that will be supplied, upon their request, by the ANW office in the event a staff member utilizes FMLA. All eligible accumulated sick leave days, as defined by this article, will be counted as a part of the total days allowed by FMLA. Any days over the number of eligible accumulated sick leave days will become salary deduct as defined by this article.

### **Sick Leave Pool:**

ANW Coop #603 shall establish a Tier Two sick leave pool. Licensed staff may voluntarily donate any days past their 100 day cap to this sick leave pool. The Tier Two sick leave pool may be used by licensed staff for events that do not qualify for the catastrophic tier three sick leave pool. For a licensed staff to access the Tier Two sick leave pool, the licensed staff must have used all of their discretionary leave days and all of the days in their personal sick leave bank. Licensed staff using this sick leave pool will be paid their regular daily rate of pay less \$100.00 per day for the cost of the substitute teacher. Days may be used for immediate family as defined under sick leave. The cap per person per year on Tier Two will be a maximum of 10 days.

The yearly entitlement will become effective upon completion of one (1) day of contracted service. Professional sick leave balance will be determined in May and be included as a part of Teacher Check out. A Memorandum of Agreement (ANW BOE and EA) was created allowing for the donation of leave beyond the 90 day cap on any individual at the end of the 19-20 year. This will establish the Tier Two sick leave pool for the 2020-21 year.

ANW Coop #603 shall establish a Tier Three Catastrophic sick leave pool. Every licensed staff is eligible to participate in the sick leave pool as per criteria set forth in the negotiated agreement. The sick leave pool shall be administered by a sick leave pool committee consisting of two (2) EA members and two (2) Administrators. The pool will meet the Thursday prior to the second Wednesday of each month providing a request for days has been made. All new licensed staff shall donate 2 days in years 1 and 2 of employment. If the sick leave pool drops below 100 days all staff shall have the option to donate additional days. These additional days can be accepted at any time. The ANW Administration will provide a report on the balance of sick leave pool days at the May ANW Board of Directors meeting.

The sick leave pool committee can grant from 1 to 20 days to an eligible employee. The individual cap will be up to 20 days per person per year. Staff members who have reached the 20 day cap still have the right to appeal to the ANW Board of Directors for emergency leave per BOE policy.

To be eligible for sick leave pool days, the licensed staff must, because of a life threatening condition to the staff member or immediate family member or legitimate incapacitation due to illness for the staff

member or immediate family member, be prevented from performing his/her regular employment and based on the above circumstance be required to be absent in excess of 10 school days and then only if the participant has exhausted all sick and discretionary leave days. In the case of an immediate family member, the need for constant care due to accident or illness will need to be demonstrated.

The sick leave pool days will be retroactive to the 5 school days prior to receiving sick leave days. Sick leave pool days allocated to eligible staff members will be at the daily rate for the member less the cost of a substitute at the ANW Board approved substitute rate.

The Director or his/her designee may require a statement from the staff member's physician certifying that he/she is incapable of performing their duties as a result of the accident or illness. The physician may be asked to certify in writing the number of days absence the given illness or disability requires. Such requirements may also be required in regards to the eligible family member situations. A written request should be sent to the ANW Education Association President to include the following items; 1) qualifying event 2) qualifying person 3) number of days requested.

Subject to foregoing requirements, the sick leave pool committee will determine eligibility for the use of the pool and the amount of leave to be granted. The following general criteria shall be considered by the committee in administering the pool and in determining the amount of leave:

- Medical evidence of serious illness.
- Prior utilization of sick leave.
- Length of service in the system.

The decision of the sick leave pool committee with respect to eligibility entitlement will be final and binding and not subject to appeal, to grievance or to arbitration.

ANW district office personnel shall maintain the sick leave pool records.

### **Compensation for Unused Sick Leave upon Voluntary Separation of Employment**

Compensation for unused sick leave may be collected by either Option A or Option B, but not both.

#### **Option A**

Each licensed professional staff who has completed 15 years of service with ANW Cooperative, is voluntarily separating employment with the Cooperative and is not eligible for Kansas Public Employees Retirement full benefit, shall be eligible for reimbursement of unused sick leave, not to exceed one hundred (100) total days, at the rate of 20% of the daily rate of pay.

The daily rate of pay shall be determined by the total current annual salary divided by 186 (same as Article 6 for computing payroll deductions) for standard contracts, or the total salary divided by the number of contract days for extended contracts. In order to be eligible for this benefit the Director must be notified by that staff member of their intent to leave by May 1<sup>st</sup> of the current contract year.

#### **Option B**

Each licensed professional staff who has completed 15 years of service with ANW Cooperative (or a minimum of 10 years with ANW and service with a member district to total at least 15 years and is voluntarily separating employment with the Cooperative and is eligible for full benefit (85 points) from the Kansas Public Employees Retirement system shall be eligible for the following compensation for unused sick leave. In order to be eligible for this benefit the Director must be notified by that staff

member of their intent to leave by May 1<sup>st</sup> of the current contract year. The employee shall provide written documentation of KPERS eligibility to ANW administration by May 15 of the year they plan to retire.

<b>Years of KPERS eligibility</b>	<b>Percent of unused sick leave (maximum of 90 days) eligible for compensation</b>	<b>Rate of compensation</b>
1	20%	\$125
2	20%	\$125
3	30%	\$125
4	40%	\$125
5	50%	\$125
6	60%	\$125
7	70%	\$125
8	80%	\$125
9	90%	\$125
10	100%	\$125

Payment for unused sick leave shall be issued in one payment no later than January the following year of the date of retirement.

**Early notification by January 1 of the current school year staff member will be paid \$1,000 made in 1 payment no later than January the following year.**

**Professional Leave**

Professional leave may be granted by the Director to a licensed employee upon request. This leave will not be included in the days of leave granted each year. All licensed professional staff are required to account for all professional leave through the META time/attendance keeping system prior to the last Friday of each month. Professional leave is defined as in-service or other activity that occurs outside of the classroom.

To request paid professional leave from ANW to perform contractual duties for a district the teacher must submit a copy of the contract to ANW office and a schedule of times that they will be working for the district prior to the initiation of the duties.

**Jury Duty**

Jury duty leave will not be taken from regular leave granted yearly or accumulated leave. Employees will be paid their regular salary while on jury duty leave. The licensed professional staff will reimburse the Coop. for the amount of jury duty compensation received less documented court related expenses.

## **Leave for Court Appearance**

A licensed professional staff will be granted leave to appear in court to answer a jury summons, or for a court-ordered appearance outside their control. The licensed professional staff will reimburse the Coop. for the amount of any compensation received for such court appearance less documented court related expenses.

## **Extended Leave**

Any licensed professional staff may make application to the Board for a leave of any type not covered by other leave provisions of this agreement. The Board may grant such extended leave upon such conditions as the Board may at that time prescribe. Licensed professional staff shall be granted extended leaves subject to the approval of the Board or their designee.

## **ARTICLE 15 RESIGNATION**

The Board may approve release from contract after 14 days following the 3<sup>rd</sup> Friday in May deadline; upon finding a suitable replacement for the licensed professional staff seeking release from his/her contract obligations. The Board agrees to make appropriate and reasonable efforts to obtain a suitable replacement including; advertising through KEEB, notifying the placement offices in area and state colleges and universities, placement of the opening on the ANW website and advertising in area newspapers. In the event ANW is not able to find a suitable replacement the staff member will still be employed and will remain under continuing contract for the school year.

## **ARTICLE 16 GRIEVANCE PROCEDURES**

### **A. Purpose and Definition**

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the grievances which licensed professional staff subject to this grievance procedure may from time to time file. The term grievance shall be defined as any alleged violation, misapplication or misinterpretation of this agreement or the licensed professional staff's individual contract of employment. Any subject for whom the law mandates another procedure will not be subject to this article. Both parties agree that these proceedings should be kept as informal and confidential as may be at any level of the procedure period.

### **B. Procedure**

#### **1. Level One**

The aggrieved party shall notify the Director within 10 school days after the licensed professional staff becomes aware of the grievance. The aggrieved party should request an informal conference be held with the Director within 10 days after filing said grievance. At this conference the aggrieved party shall seek to resolve the matter informally. The Director shall provide the aggrieved party with an answer to the grievance within 5 school days after the meeting.

## **2. Level Two**

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level one, or if no decision has been rendered within 5 school days after presentation of the grievance, the party may file the grievance in writing with the Director, or his designated representative within 10 school days after the informal conference with the Director. Within 5 days after receipt of the written grievance by the Director, the Director or his designated representative will schedule a second meeting in an effort to resolve it.

## **3. Level Three**

If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within 5 school days after the party has first met with the Director or his designated representative at level two, whichever is sooner, request in writing that aggrieved party meet with the Board. The board will consider the grievance at the next regularly scheduled board meeting. The decision of the Board will be delivered in writing not later than the next regularly scheduled meeting of the Board following the meeting at which the Board considered the grievance.

## **C. Rights of Licensed Professional Staff to Representation**

Any party to the grievance may be represented at stages 2 and 3 of the grievance procedure by a representative selected by the party and may be accompanied by a fellow employee at Level 1.

## **D. Miscellaneous**

1. Decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties.
2. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and filed in the office of the Clerk of the Board, and will not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Director and the Association. The forms will be provided to the licensed professional staff upon request so as to facilitate operation of the grievance procedure.
4. Should the investigation or processing of any grievance require that the grievance or a school district employee who is a witness or a representative of the grievant or the Board, be absent from his/her regular assignment, such person shall be excused from such assignment for the purpose of appearing at said grievance hearing without loss of pay or benefits.
5. Notification of a grievance hearing shall be made in writing to the grievant by the person before whom the hearing shall be held (or by the Clerk of the Board where the Board is considering the grievance), at least 48 hours prior to the hearing.
6. No reprisals of any kind will be taken by the Board or any representative of the Board against an aggrieved person, any party in interest, any grievance representative, or any other participant in the grievance procedure by reason of such participation.
7. In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days in which the district office is open for business.
8. The Association shall not have the right to file a grievance.

9. The staff will adhere to the anti-bullying plan per the ANW Board policy GAEE.

#### **ARTICLE 17 LICENSED PROFESSIONAL STAFF DISMISSAL**

1. The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for the experienced teachers. This provision balances the relative security earned through an extended and successful probationary period with employer expectations of continued quality professional performance.
2. If a teacher is terminated he/she shall be afforded the rights to this procedure to appeal that decision.
3. For the first three (3) years of professional employment with the district teachers are considered probationary and may be nonrenewed prior to the statutory deadline for any reason except as protected by Constitutional or other nondiscrimination protections.
4. Starting in year four (4) of teaching with the district teachers shall have earned nonprobationary status. At its discretion the Board may formally grant nonprobationary status to any teacher earlier.
5. Nonprobationary teachers may be nonrenewed for just cause including ineffective performance, provided the procedural process is closely observed. While timelines are expected to be followed, extenuating circumstances may be considered for minor procedural error. If the proposed nonrenewal is to be based on ineffective performance the district evaluation procedure shall be followed. The nonprobationary teacher will be informed his/her performance is substandard and the full evaluation process will be utilized including a measurable plan of improvement.
6. If the nonrenewal is based on reduction in force, those separate procedures as outlined in the Agreement shall be followed prior to the termination or nonrenewal.
7. If the nonprobationary teacher is nonrenewed he/she shall be notified by certified and regular mail prior to the statutory continuing contract date. The notification shall include the reasons for the nonrenewal.
8. When a teacher is given written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of a contract. The notice shall include the reasons for the nonrenewal.
9. The board shall hold such meeting within 10 days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the board. Neither party/both parties shall have the right to have counsel present. If the teacher intends to have counsel present, he/she will notify the board at the time the request for the meeting is made.
10. Within 10 days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter.

#### **ARTICLE 18 PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE**

ANW licensed staff will be evaluated by ANW administration using the KEEP instrument.

All professional staff will be evaluated according to Kansas law and methods specified in the negotiated agreement.

All licensed staff will be evaluated on a continual basis through-out each school year by the ANW administrative staff. The ANW administration and/or teacher may request supporting documentation to be submitted by the district administration for consideration in the evaluation process.

Formal evaluations will be conducted based on state law as follows:

Each licensed staff member in the first two years of employment will be evaluated at least once per semester with each evaluation completed no later than the sixtieth school day of the semester. Additional evaluations will be scheduled as needed to provide new employees with assistance in strengthening and improving teacher performance and enhancing teaching skills. A mentor will be assigned to all first year teachers, with the administrative option of assigning a mentor to a second year teacher, if needed.

All teachers in their third and fourth year of employment with ANW Cooperative shall be evaluated at least one time each school year, no later than February 15<sup>th</sup>.

All teachers in their third and fourth year of employment with ANW Cooperative shall be evaluated at least one time each school year, no later than February 15<sup>th</sup>.

Based on K.A.S. 72-9004(f), the contract of any person subject to evaluation shall not be non-renewed on the basis of incompetence unless an evaluation of such person has been made prior to notice of nonrenewal of the contract and unless the evaluation is in substantial compliance with the board's policy of personnel evaluation procedure.

#### **ARTICLE 19 PROGRAM VISITATION AS INSERVICE**

When a participating unified school district holds in-service for instructional staff, ANW Cooperative licensed staff in that district may, in lieu of this activity, make arrangements to visit special programs in other areas.

ANW licensed staff who desire to visit a program in lieu of local district in-service shall complete and submit a designated form, (see appendix), to the ANW administration requesting approval of the desired program visitation. Upon approval from cooperative administration, the visitation shall be authorized.



DIRECTOR/ASSISTANT DIRECTOR

Notification of Lost Lunch/Plan Time

Please consider this my notification to ANW Administration that I am currently working during my plan time and/or duty free lunch in conflict with the language in the negotiated agreement.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

	<b>A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
	<b>Alt. Lic</b>	<b>BS</b>	<b>BS+15</b>	<b>MS</b>	<b>MS+15</b>	<b>MS+30</b>	<b>MS+45</b>	<b>MS+60</b>	<b>EDS</b>
<b>A</b>	\$31,000	\$38,895	\$40,295	\$42,905	\$44,805	\$46,005	\$47,205	\$48,405	\$49,605
<b>B</b>	\$31,450	\$39,345	\$40,745	\$43,355	\$45,255	\$46,455	\$47,655	\$48,855	\$50,055
<b>C</b>	\$31,900	\$39,795	\$41,195	\$43,805	\$45,705	\$46,905	\$48,105	\$49,305	\$50,505
<b>D</b>	\$32,350	\$40,245	\$41,645	\$44,255	\$46,155	\$47,355	\$48,555	\$49,755	\$50,955
<b>E</b>		\$40,695	\$42,095	\$44,705	\$46,605	\$47,805	\$49,005	\$50,205	\$51,405
<b>F</b>			\$42,545	\$45,155	\$47,055	\$48,255	\$49,455	\$50,655	\$51,855
<b>G</b>				\$45,605	\$47,505	\$48,705	\$49,905	\$51,105	\$52,305
<b>H</b>				\$46,055	\$47,955	\$49,155	\$50,355	\$51,555	\$52,755
<b>I</b>				\$46,505	\$48,405	\$49,605	\$50,805	\$52,005	\$53,205
<b>J</b>				\$46,955	\$48,855	\$50,055	\$51,255	\$52,455	\$53,655
<b>K</b>				\$47,405	\$49,305	\$50,505	\$51,705	\$52,905	\$54,105
<b>L</b>				\$47,855	\$49,755	\$50,955	\$52,155	\$53,355	\$54,555
<b>M</b>				\$48,305	\$50,205	\$51,405	\$52,605	\$53,805	\$55,005
<b>N</b>				\$48,755	\$50,655	\$51,855	\$53,055	\$54,255	\$55,455
<b>O</b>						\$52,305	\$53,505	\$54,705	\$55,905
<b>P</b>						\$52,755	\$53,955	\$55,155	\$56,355
<b>Q</b>						\$53,205	\$54,405	\$55,605	\$56,805
<b>R</b>							\$54,855	\$56,055	\$57,255
<b>S</b>							\$55,305	\$56,505	\$57,705
<b>T</b>								\$56,955	\$58,155
<b>U</b>								\$57,405	\$58,605
<b>V</b>								\$57,855	\$59,055