

EXECUTIVE DIRECTIVE NO. 08-388

Authorizing Personnel Transactions
and
Authorizing Expenditure of Federal Funds

By virtue of the authority vested in the Governor as the head of the Executive Branch of the State of Kansas, the following transactions are hereby authorized:

The Kansas Civil Service Basic Pay Plan that took effect on June 17, 2007, is hereby modified and the new pay matrix for the classified service is hereby adopted, effective June 15, 2008. The pay plan is modified to the extent provided for in the rules and regulations promulgated by the Secretary of Administration under the authority of KSA 75-3706 or as hereafter modified by executive directives, and such modifications may be effective on the date of the rules and regulations or executive directives in accordance with KSA 75-2938. The two attached pay matrices are hereby incorporated in, and made part of this executive directive. Step 17 and Step 18 are reserved for the purpose of providing market based wage adjustments, and no employee may be moved to Step 17 or Step 18 unless authorized to do so by executive directive.

The request of George Vega, Director of the Division of Personnel Services, to reassign the following classes to the pay grades listed below and provide a 5.0 percent increase to current employees in these job classifications, is hereby approved, effective June 15, 2008.

<u>Classification</u>	<u>Pay Grade</u>
Accountant I	24
Accountant II	25
Accountant III	27
Accountant IV	30
Accountant V	33
Activity Therapist I	23
Activity Therapist II	25
Administrative Assistant	14
Administrative Law Judge	36
Administrative Officer	22
Administrative Specialist	19
Agricultural Inspector II	23

<u>Classification</u>	<u>Pay Grade</u>
Agricultural Inspector III	26
Architect I	25
Architect II	28
Architect III	31
Architectural Intern	23
Architectural Project Designer	24
Attorney II	32
Attorney IV	36
Automotive Driver	13
Building Systems Technician	20
Carpenter	17
Carpenter Senior	20
Chemical Dependency Counselor	23
Chemist I	24
Chemist II	26
Chemist III	29
Communications Specialist I	18
Communications Specialist II	20
Communications Supervisor	23
Computer Operations Manager	29
Computer Operations Supervisor	27
Cosmetologist	14
Custodial Specialist	13
Custodial Manager	22
Database Administrator I	28
Database Administrator II	30
Database Administrator III	32
Database Administration Supervisor	34
Dietitian I	26
Driver License Examiner	17
Education Specialist	25
Electrician	18
Electrician Senior	21
Electronic Control Center Technician	21
Electronic Control Center Supervisor	24
Electronics Technician	22
Electronics Technician Senior	24
Equipment Body Mechanic	22
Facilities Maintenance Supervisor	22
Facilities Specialist	21
Financial Examiner	25
Financial Examiner Administrator	35
Financial Examiner Principal	32
Financial Examiner Senior	29
Food, Drug and Lodging Surveyor I	23

<u>Classification</u>	<u>Pay Grade</u>
Food, Drug and Lodging Surveyor II	25
Food, Drug and Lodging Surveyor III	27
Food Service Worker	12
Food Service Manager	23
General Maintenance Repair Technician	14
General Maintenance Repair Technician Senior	18
Grounds Maintenance Supervisor II	20
Health Care Assistant	13
Health Care Technician I	18
Health Care Technician II	20
Historic Site Curator I	20
Historic Site Curator II	23
Historic Preservation Specialist II	25
Human Resource Professional I	24
Human Resource Professional II	27
Human Resource Professional III	30
Human Resource Professional IV	33
Laborer Supervisor	15
Laboratory Technician II	19
Laboratory Technician III	22
Landscape Architect I	25
Landscape Architect II	28
Landscape Technician	22
Laundry Worker	10
Laundry Supervisor	16
Legal Assistant	24
Lock System Specialist	18
Lock System Specialist Senior	21
Machinist	20
Mechanic	17
Mechanic Senior	19
Mechanic Helper	12
Media Production Technician	24
Media Production Director	29
Microbiologist I	25
Microbiologist II	27
Microbiologist III	30
Motor Carrier Inspector I	19
Motor Carrier Inspector II	21
Network Control Technician I	24
Network Control Technician II	27
Network Control Technician III	29
Network Control Supervisor	31
Network Service Supervisor	31
Painter	17

<u>Classification</u>	<u>Pay Grade</u>
Painter Senior	20
Petroleum Industry Regulatory Technician I	23
Petroleum Industry Regulatory Technician II	26
Petroleum Industry Regulatory Technician II	30
Photographer Senior	23
Physical Plant Supervisor	24
Physical Plant Supervisor Senior	26
Physical Plant Supervisor Specialist	29
Plumber	18
Plumber Senior	21
Power Plant Operator	15
Power Plant Operator Senior	18
Printer	12
Printer Senior	16
Printer Specialist	20
Print Shop Manager	26
Printing Process Supervisor	21
Printing Service Coordinator	20
Print Shop Supervisor	23
Procurement Officer III	30
Procurement Officer IV	33
Publications Editor	28
Public Information Officer I	25
Public Information Officer II	27
Publications Writer I	22
Publications Writer II	25
Radiological Technologist I	25
Radiological Technologist II	27
Refrigeration and Air Conditioning Service Technician	18
Refrigeration and Air Conditioning Service Technician Senior	20
Rehabilitation Support Worker II	17
Senior Administrative Assistant	16
Senior Administrative Specialist	20
Social Worker Specialist	25
State Auditor I	25
State Auditor II	27
State Auditor III	30
State Auditor IV	33
State Audit Administrator	35
Storekeeper Specialist	18
Technology Support Technician I	21
Technology Support Technician II	23
Utility Worker	13

Classification

Pay Grade

Welder

19

The request of George Vega, Director of the Division of Personnel Services, to provide a three step pay increase to employees in the Registered Nurse, Registered Nurse Senior, Registered Nurse Specialist and Registered Nurse Administrator job classifications is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Cook job classification to the Cook Senior job classification and provide a 5.0 percent increase to these employees is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Food Service Supervisor job classification to the Food Service Supervisor Senior job classification and provide a 5.0 percent increase to these employees is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Attorney I job classification to the Attorney II job classification and reassign all employees currently in the Attorney III job classification to the Attorney IV job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Graphic Designer and Graphic Designer Senior job classifications to the Graphic Designer Specialist job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Custodial Crew Leader job classification to the Custodial Specialist job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign employees currently in the Custodial Worker job classification to the Custodial Specialist job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Custodial Supervisor job classification to the Custodial Supervisor Senior job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Photographer job classification to the Photographer Senior job

classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Office Assistant job classification to the Administrative Assistant job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Storekeeper and Storekeeper Senior job classifications to the Storekeeper Specialist job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Grounds Maintenance Supervisor I job classification to the Grounds Maintenance Supervisor II job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Rehabilitation Support Worker I job classification to the Rehabilitation Support Worker II job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Computer Operator I job classification to the Computer Operator II job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Social Worker job classification to the Social Worker Specialist job classification and provide these employee a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Historic Preservation Specialist I job classification to the Historic Preservation Specialist II job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to reassign all employees currently in the Laboratory Technician I job classification to the Laboratory Technician II job classification and provide these employees a 5.0 percent increase is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services to provide a two step pay increase to employees currently assigned to the Aviation Technician, Certified Nurse Aide II, Computer Operator II, Cook Senior, Custodial Supervisor Senior, Dietitian II,

Dietitian III, Food Service Supervisor Senior, Graphic Designer Specialist, Laundry Manager, Nutritionist and Nutritionist Senior job classifications is hereby approved effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to establish the attached updated pay plan for unclassified physicians in state facilities under the authority of the Department of Social and Rehabilitation Services, is hereby approved, effective June 15, 2008, in accordance with KSA 95-2935c.

The request of George Vega, Director of the Division of Personnel Services, to provide a single step pay increase to employees currently assigned to the Juvenile Corrections Officer I and Juvenile Corrections Specialist job classifications and who are currently on a pay step at or below Step 15, is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to establish Step 5 of pay grade 17 as the entry rate for the Juvenile Corrections Officer I job classification is hereby approved, effective June 15, 2008.

The request of George Vega, Director of the Division of Personnel Services, to abolish the following job classifications is hereby approved, effective June 15, 2008.

Job Classification

- Attorney I
- Attorney III
- Computer Operator I
- Cook
- Custodial Worker
- Custodial Crew Leader
- Custodial Supervisor
- Food Service Supervisor
- Graphic Designer
- Graphic Designer Senior
- Grounds Maintenance Supervisor I
- Historic Preservation Specialist I
- Laboratory Technician I
- Office Assistant
- Photographer
- Rehabilitation Support Worker I
- Social Worker
- Storekeeper
- Storekeeper Senior

I have conferred with the Secretary of Administration, the Director of the Budget, the Director of Personnel Services, and members of my staff, and I have determined that the requested actions are appropriate.

Pursuant to the authority of the General Manager of the Kansas State Fair to receive and expend federal funds, and pursuant to the authority granted the Governor by Section 178 of 2008 Senate Bill No. 534, approval is hereby granted to the Kansas State Fair for expenditure in FY 2008 of monies in the federal fund account entitled "FEMA Disaster—Federal Fund."

I have conferred with the Director of the Budget and members of my staff, and I have determined that the guidelines set forth in KSA 75-3711 and 75-3711c have been applied and that none of the foregoing actions exceeds the limitations contained therein.

THE GOVERNOR'S OFFICE

By the Governor *Kathleen Sebelius*

06/16/08
Date

FILED

JUN 17 2008

RON THORNBURGH
SECRETARY OF STATE

Ron Thornburgh
Secretary of State

[Signature]
Assistant Secretary of State

Kansas Civil Service Basic Pay Plan (effective June 15, 2008)
 Basic Steps (Hourly Rates)

PG	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
5	6.89	7.06	7.24	7.40	7.56	7.77	7.96	8.18	8.35	8.56	8.76	9.00	9.24	9.44	9.69
6	7.24	7.40	7.56	7.77	7.96	8.18	8.35	8.56	8.76	9.00	9.24	9.44	9.69	9.93	10.15
7	7.56	7.77	7.96	8.18	8.35	8.56	8.76	9.00	9.24	9.44	9.69	9.93	10.15	10.43	10.68
8	7.96	8.18	8.35	8.56	8.76	9.00	9.24	9.44	9.69	9.93	10.15	10.43	10.68	10.92	11.21
9	8.35	8.56	8.76	9.00	9.24	9.44	9.69	9.93	10.15	10.43	10.68	10.92	11.21	11.48	11.79
10	8.76	9.00	9.24	9.44	9.69	9.93	10.15	10.43	10.68	10.92	11.21	11.48	11.79	12.04	12.35
11	9.24	9.44	9.69	9.93	10.15	10.43	10.68	10.92	11.21	11.48	11.79	12.04	12.35	12.66	12.98
12	9.69	9.93	10.15	10.43	10.68	10.92	11.21	11.48	11.79	12.04	12.35	12.66	12.98	13.29	13.61
13	10.15	10.43	10.68	10.92	11.21	11.48	11.79	12.04	12.35	12.66	12.98	13.29	13.61	13.95	14.30
14	10.68	10.92	11.21	11.48	11.79	12.04	12.35	12.66	12.98	13.29	13.61	13.95	14.30	14.66	15.03
15	11.21	11.48	11.79	12.04	12.35	12.66	12.98	13.29	13.61	13.95	14.30	14.66	15.03	15.38	15.75
16	11.79	12.04	12.35	12.66	12.98	13.29	13.61	13.95	14.30	14.66	15.03	15.38	15.75	16.16	16.56
17	12.35	12.66	12.98	13.29	13.61	13.95	14.30	14.66	15.03	15.38	15.75	16.16	16.56	16.94	17.39
18	12.98	13.29	13.61	13.95	14.30	14.66	15.03	15.38	15.75	16.16	16.56	16.94	17.39	17.79	18.26
19	13.61	13.95	14.30	14.66	15.03	15.38	15.75	16.16	16.56	16.94	17.39	17.79	18.26	18.70	19.16
20	14.30	14.66	15.03	15.38	15.75	16.16	16.56	16.94	17.39	17.79	18.26	18.70	19.16	19.65	20.13
21	15.03	15.38	15.75	16.16	16.56	16.94	17.39	17.79	18.26	18.70	19.16	19.65	20.13	20.58	21.13
22	15.75	16.16	16.56	16.94	17.39	17.79	18.26	18.70	19.16	19.65	20.13	20.58	21.13	21.65	22.16
23	16.56	16.94	17.39	17.79	18.26	18.70	19.16	19.65	20.13	20.58	21.13	21.65	22.16	22.72	23.31
24	17.39	17.79	18.26	18.70	19.16	19.65	20.13	20.58	21.13	21.65	22.16	22.72	23.31	23.87	24.48
25	18.26	18.70	19.16	19.65	20.13	20.58	21.13	21.65	22.16	22.72	23.31	23.87	24.48	25.05	25.68
26	19.16	19.65	20.13	20.58	21.13	21.65	22.16	22.72	23.31	23.87	24.48	25.05	25.68	26.29	26.98
27	20.13	20.58	21.13	21.65	22.16	22.72	23.31	23.87	24.48	25.05	25.68	26.29	26.98	27.61	28.31
28	21.13	21.65	22.16	22.72	23.31	23.87	24.48	25.05	25.68	26.29	26.98	27.61	28.31	29.03	29.73
29	22.16	22.72	23.31	23.87	24.48	25.05	25.68	26.29	26.98	27.61	28.31	29.03	29.73	30.46	31.22
30	23.31	23.87	24.48	25.05	25.68	26.29	26.98	27.61	28.31	29.03	29.73	30.46	31.22	31.98	32.78
31	24.48	25.05	25.68	26.29	26.98	27.61	28.31	29.03	29.73	30.46	31.22	31.98	32.78	33.55	34.42
32	25.68	26.29	26.98	27.61	28.31	29.03	29.73	30.46	31.22	31.98	32.78	33.55	34.42	35.25	36.13
33	26.98	27.61	28.31	29.03	29.73	30.46	31.22	31.98	32.78	33.55	34.42	35.25	36.13	37.00	37.95
34	28.31	29.03	29.73	30.46	31.22	31.98	32.78	33.55	34.42	35.25	36.13	37.00	37.95	38.86	39.84
35	29.73	30.46	31.22	31.98	32.78	33.55	34.42	35.25	36.13	37.00	37.95	38.86	39.84	40.83	41.81
36	31.22	31.98	32.78	33.55	34.42	35.25	36.13	37.00	37.95	38.86	39.84	40.83	41.81	42.90	43.91
37	32.78	33.55	34.42	35.25	36.13	37.00	37.95	38.86	39.84	40.83	41.81	42.90	43.91	45.02	46.14
38	34.42	35.25	36.13	37.00	37.95	38.86	39.84	40.83	41.81	42.90	43.91	45.02	46.14	47.29	48.47

Kansas Civil Service Basic Pay Plan (effective June 15, 2008)
Basic Steps (Bi-Weekly Rates)

PG	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18	1,038.40	1,063.20	1,088.80	1,116.00	1,144.00	1,172.80	1,202.40	1,230.40	1,260.00	1,292.80	1,324.80	1,355.20	1,391.20	1,423.20	1,460.80
19	1,088.80	1,116.00	1,144.00	1,172.80	1,202.40	1,230.40	1,260.00	1,292.80	1,324.80	1,355.20	1,391.20	1,423.20	1,460.80	1,496.00	1,532.80
20	1,144.00	1,172.80	1,202.40	1,230.40	1,260.00	1,292.80	1,324.80	1,355.20	1,391.20	1,423.20	1,460.80	1,496.00	1,532.80	1,572.00	1,610.40
21	1,202.40	1,230.40	1,260.00	1,292.80	1,324.80	1,355.20	1,391.20	1,423.20	1,460.80	1,496.00	1,532.80	1,572.00	1,610.40	1,646.40	1,690.40
22	1,260.00	1,292.80	1,324.80	1,355.20	1,391.20	1,423.20	1,460.80	1,496.00	1,532.80	1,572.00	1,610.40	1,646.40	1,690.40	1,732.00	1,772.80
23	1,324.80	1,355.20	1,391.20	1,423.20	1,460.80	1,496.00	1,532.80	1,572.00	1,610.40	1,646.40	1,690.40	1,732.00	1,772.80	1,817.60	1,864.80
24	1,391.20	1,423.20	1,460.80	1,496.00	1,532.80	1,572.00	1,610.40	1,646.40	1,690.40	1,732.00	1,772.80	1,817.60	1,864.80	1,909.60	1,958.40
25	1,460.80	1,496.00	1,532.80	1,572.00	1,610.40	1,646.40	1,690.40	1,732.00	1,772.80	1,817.60	1,864.80	1,909.60	1,958.40	2,004.00	2,054.40
26	1,532.80	1,572.00	1,610.40	1,646.40	1,690.40	1,732.00	1,772.80	1,817.60	1,864.80	1,909.60	1,958.40	2,004.00	2,054.40	2,103.20	2,158.40
27	1,610.40	1,646.40	1,690.40	1,732.00	1,772.80	1,817.60	1,864.80	1,909.60	1,958.40	2,004.00	2,054.40	2,103.20	2,158.40	2,208.80	2,264.80
28	1,690.40	1,732.00	1,772.80	1,817.60	1,864.80	1,909.60	1,958.40	2,004.00	2,054.40	2,103.20	2,158.40	2,208.80	2,264.80	2,322.40	2,378.40
29	1,772.80	1,817.60	1,864.80	1,909.60	1,958.40	2,004.00	2,054.40	2,103.20	2,158.40	2,208.80	2,264.80	2,322.40	2,378.40	2,436.80	2,497.60
30	1,864.80	1,909.60	1,958.40	2,004.00	2,054.40	2,103.20	2,158.40	2,208.80	2,264.80	2,322.40	2,378.40	2,436.80	2,497.60	2,558.40	2,622.40
31	1,958.40	2,004.00	2,054.40	2,103.20	2,158.40	2,208.80	2,264.80	2,322.40	2,378.40	2,436.80	2,497.60	2,558.40	2,622.40	2,684.00	2,753.60
32	2,054.40	2,103.20	2,158.40	2,208.80	2,264.80	2,322.40	2,378.40	2,436.80	2,497.60	2,558.40	2,622.40	2,684.00	2,753.60	2,820.00	2,890.40
33	2,158.40	2,208.80	2,264.80	2,322.40	2,378.40	2,436.80	2,497.60	2,558.40	2,622.40	2,684.00	2,753.60	2,820.00	2,890.40	2,960.00	3,036.00
34	2,264.80	2,322.40	2,378.40	2,436.80	2,497.60	2,558.40	2,622.40	2,684.00	2,753.60	2,820.00	2,890.40	2,960.00	3,036.00	3,108.80	3,187.20
35	2,378.40	2,436.80	2,497.60	2,558.40	2,622.40	2,684.00	2,753.60	2,820.00	2,890.40	2,960.00	3,036.00	3,108.80	3,187.20	3,266.40	3,344.80
36	2,497.60	2,558.40	2,622.40	2,684.00	2,753.60	2,820.00	2,890.40	2,960.00	3,036.00	3,108.80	3,187.20	3,266.40	3,344.80	3,432.00	3,512.80
37	2,622.40	2,684.00	2,753.60	2,820.00	2,890.40	2,960.00	3,036.00	3,108.80	3,187.20	3,266.40	3,344.80	3,432.00	3,512.80	3,601.60	3,691.20
38	2,753.60	2,820.00	2,890.40	2,960.00	3,036.00	3,108.80	3,187.20	3,266.40	3,344.80	3,432.00	3,512.80	3,601.60	3,691.20	3,783.20	3,877.60

**SOCIAL AND REHABILITATION SERVICES
PSYCHIATRIST/PHYSICIAN COMPENSATION WORKSHEET
Effective 06-15-2008 to 06-16-2009**

Name _____ Facility _____ Date _____

I. **Base Pay Determination.** Use Section A for new physicians or those who are eligible for a different classification. Changes in Classification are based upon the recommendation of the Superintendent and the approval of the Deputy Secretary. Use Section B for contract renewals.

A. New Contract: A description of base pay classifications is attached.

Clinical Director of Psychiatry	\$184,332
Psychiatrist III	146,196
Psychiatrist II	133,482
Psychiatrist I	120,770
Institutional License	88,987
Medical Director	\$146,196
Physician III	120,770
Physician II	114,415
Physician I	101,699
Institutional License	88,987

Amount: \$

B. Contract Renewal:

FY 09 Section I Total \$

II. **Added Value**

A. Specialized Training (\$3,000) \$

Specify:

Formalized subspecialty training in geriatric psychiatry, forensic psychiatry, child psychiatry, and psychopharmacology, approved by the American Medical Association and the American Psychiatric Association. (This does not include residency training.)

B. Board Certified (\$6,000): Yes _____ No _____ \$

Psychiatry and Neurology _____
 Internal medicine and family practice _____
 Other, specify: _____

C. Supervision (\$6,000) \$

Supervision: Provides administrative or clinical supervision beyond that provided by all physicians.

D. Geographic Incentives (LSH Only \$10,000) \$

Section II Total \$

III. **Salary Determination**

This section is used to determine annual salary. Section I and II are used as follows:

New physicians - Calculate appropriate \$ amounts for both Sections I A and II. Not eligible for merit increase in Section III.

Physicians with new classification - Calculate appropriate \$ amounts for both Sections I A and II. These individuals are eligible for merit increase in Section III.

Others - Use Section I B. Section II is only used if a new or changed added value is needed. Remember to remove old amount for a revised added value.

Total (A or B) Section I		\$
Merit Increase (Renewals Only)	<u>2.5%</u>	\$
Total Section II		\$
Total Section III		\$ _____
Total Annual Salary		\$
Bi-Weekly Salary		\$

Approved by:

Superintendent

Clinical/ Medical Services Director

Deputy Secretary

Secretary

CLASSIFICATION

DESCRIPTION

Institutional Licensed Physician I	Eligible for an institutional license Less than five years experience beyond residency training
Physician II	Five years experience beyond residency training
Physician III	Ten years experience beyond residency training
Medical Director	A licensed physician who directs a facility medical program
Institutional License	Eligible for an institutional license
Psychiatrist I	Has completed an approved psychiatric residency program
Psychiatrist II	Five years experience beyond residency training
Psychiatrist III	Ten or more years experience beyond residency training
Clinical Director	A psychiatrist who directs a facility psychiatric program

**EMPLOYMENT AGREEMENT
FOR
PHYSICIAN SERVICES**

This Employment Agreement is made and entered into as of the 15th day of June, 2008, by and between _____ (employer) and _____ (employee). This agreement expires on the 16th day of June, 2009.

WHEREAS, pursuant to the provisions of K.S.A. 76-12a03, the Hospital, under authority of the Deputy Secretary of Disability & Behavioral Health Services, is authorized to retain for physician services, and

WHEREAS, pursuant to the provision of K.S.A. 75-2935(1)(o), physicians appointed to provide services at the State Hospitals are considered in the unclassified service, and except as made applicable by Executive Order No. 85-84, as such are subject to the rules and regulations otherwise applicable to employees of the State within the unclassified service, and

WHEREAS the parties to this Agreement, being willing and able to enter into this agreement and desiring to record the specifics thereof, agree as follows:

I. **PHYSICIAN'S DUTIES** The physician agrees to provide his/her professional services to the Hospital and for such patients as the Hospital may assign to him/her, and to perform such other duties as may be assigned to the physician, as set out in the physician's position description or as directed by physician's supervisor, and consistent with the following:

a. **Normal working hours:** The physician agrees to be available for assignment and duties on approximately an 8-hour per day/40-hour per week basis, Monday through Friday from 8:00 am until 5:00 pm, but further agrees that from time to time the physician will be assigned to duties, including on a rotating basis as the Hospital may assign to the physician, "doctor-on-duty" responsibilities, which may require the physician to be available for assignment and duties on holidays, weekends and/or in excess of 40 hours in any particular one week period, and up to and including 24 hour/day continuous assignment, without further compensation or benefit; except that the physician shall be entitled to holiday compensation, in the form of compensatory time off or pay as the Hospital shall decide, for all hours worked on a legally designated state holiday.

b. **By-Laws, Rules, Regulations, and Policies:** The physician agrees to abide by the By-Laws of the Medical Staff of the Hospital, the rules, regulations and policies of the State of Kansas applicable to all public employees, including the prohibitions provided for within the provisions of the State Governmental Ethics Act, K.S.A. 46-215, et seq., the policies of the Hospital, the rules and regulations of the Board of Healing Arts, and the Principles of Medical Ethics of the American Medical Association and the American Psychiatric Association.

c. **Outside practice:** Unless agreed to in writing by the Superintendent, physician agrees that he/she will not be employed to provide physician service to any other person, entity or organization during the term of this Agreement.

II. **COMPENSATION** The hospital agrees to pay the physician, as compensation for the services to be performed during the term of this Agreement, the sum of approximately _____ (\$_____/year), earned and payable in bi-weekly installments of \$_____, subject to federal, state and local withholdings and other deductions as may be required by law or as agreed to by the physician, payable under and in accordance with the State's payroll procedures. This sum has been calculated pursuant to a formula created for this purpose, and is evidenced by the worksheet attached to this Agreement. In addition thereto, the Hospital shall also provide or pay to, or on behalf of, or for the benefit of,

the physician such sums and such other benefits as may be authorized by law for all full time employed persons in the unclassified service of the State, and the physician shall be allowed to accrue and use annual leave and sick leave upon the same terms and conditions as classified full time civil service employees of the State. Salary increases or other additional benefits may also be provided to the physician during the term of this Agreement, as such may be authorized by law and agreed to by the parties hereto.

III. TERMINATION

a. Either party hereto may terminate this Agreement without reason or penalty by giving the other party written notice of intent to do so thirty (30) days in advance.

b. This Agreement shall automatically terminate upon the event of the physician's death, subject only to any unpaid and earned monthly installment, or portion thereof, and any death benefit or allowance authorized by law for all persons in the unclassified service of the State.

IV. MALPRACTICE INSURANCE

The Hospital agrees to assist the physician in obtaining insurance in such an amount and against such types of malpractice as the Hospital deems appropriate. The Hospital will either directly pay for or reimburse the physician the cost of such insurance and such shall be considered as additional compensation for the physician's services provided under this Agreement. The physician agrees to cooperate in the obtaining and maintaining of this coverage and shall immediately notify the Superintendent of any change or circumstance which does or would affect that coverage. The physician may, at his/her own expense, obtain coverage in addition to that which the Hospital shall arrange, and in the event the physician elects to do so, shall provide evidence of the coverage and provider to the Superintendent at the time such is initially obtained and at every renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

STATE OF KANSAS BY:

PHYSICIAN:

Superintendent

Physician

License #: _____

Deputy Secretary for Disability & Behavioral Health
Services