

MASTER COLLECTIVE BARGAINING
AGREEMENT

for the

PROFESSIONAL EMPLOYEES'
BARGAINING UNIT

2016-2017

by
and
between

HAYS USD 489 BOARD OF EDUCATION
Hays, Kansas

and the

HAYS-NATIONAL EDUCATION ASSOCIATION

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ARTICLE 1. SALARY & WAGES

SECTION A. STANDARD SALARY SCHEDULE

	(180)^ ^{^^}	(360)^ ^{^^}	(540)^ ^{^^}	(720)^ ^{^^}	(180)^ ^{^^}	(360)^ ^{^^}	(540)^ ^{^^}	(720)^ ^{^^}						
STEP	BS	BS + 9	BS + 18	BS + 27	BS + 36	MS	MS + 9	MS + 18	MS + 27	MS + 36	MS + 45	ED S	ED S + 9	STEP
1	35870	36970	37570	38370	39170	40970	41870	42670	43470	44270	44870	46870	47770	1
2	35970	37270	37920	38770	39570	41370	42270	43070	43920	44770	45370	47370	48270	2
3	36240	37570	38320	39170	39970	41770	42670	43570	44420	45270	45920	47970	48870	3
4	36540	37870	38620	39620	40420	42270	43070	44170	45020	45870	46570	48770	49670	4
5	36940	38270	39020	40220	41070	42970	43770	44770	45620	46495	47320	49570	50470	5
6		39320	39770	40945	41820	43745	44570	45570	46420	47295	48120	50420	51320	6
7			40820	41745	42620	44545	45420	46420	47295	48195	49020	51320	52220	7
8				42545	43420	45445	46320	47320	48195	49095	49920	52220	53120	8
9				43445	44320	46345	47220	48220	49095	49995	50820	53120	54020	9
10				44945	45220	47245	48120	49120	49895	50795	51920	54120	55020	10
11					46920	48945	49020	50070	50995	51995	53120	55220	56120	11
12							50920	51970	52895	53695	54620	56620	57520	12

* ** ***

*** E. Sp. + Masters of Fine Arts + Education Doctorate Degree or Doctor of Philosophy in Education Degree

** Education Specialist Degree, Master's of Fine Arts Degree

* M.S. + Double-Masters Degree (second M.S. in a related field)

LOCAL FUNDS OF \$2400 AND STATE FUNDS OF \$1000 WILL BE ADDED FOR TEACHERS WITH NATIONAL BOARD CERTIFICATION

^^ Inservice points

For the 2016-17 School Year:

Freeze vertical and horizontal movement. No Raise on Base.

Cap new hires at step 6 with exceptions for hard-to-fill areas as defined by the yearly state report, effective after ratification date.

Sub-Section 1. Application of the Standard Salary Schedule

- a. All licensed professional employees other than administrators shall be paid in accordance with the teachers' standard salary schedule.
- b. All personnel on the standard salary schedule shall meet the state licensure requirements in order to advance on the schedule. Personnel holding lifetime license shall meet the same requirements as those holding five-year degree license.
- c. The standard salary schedule and teacher contract shall cover days or hours as described in Article 2. Hours and Amounts of Work, Section C. Standard Contract Duty Year, 2.
- d. National Board for Professional Teaching Standards (NBPTS): Beginning with this contract and commencing with the school year during which a professional employee holds or obtains National Board Certification, said full-time professional employee shall receive \$2400 additional salary above his/her appropriate standard salary schedule amount. A pro-rated amount shall be awarded to less than full-time professional employees holding or obtaining National Board Certification based on full-time equivalency. (Revised 2000-01)

Such contingency-based salary shall continue during each year said professional employee maintains National Board Certification.

e. General Provisions of Standard Salary Schedule Placement:

1. Experience:

- a) Staff members employed by the school system for the first time shall not be placed on schedule beyond step 6.
- b) Teachers may be granted one (1) experience step on the standard salary schedule per each year of experience in other districts. There will be a cap on new hires at step 6 with exceptions for hard-to-fill areas as defined by the yearly state report, effective after ratification date (Modified 2016/17). All teaching experience must have occurred within the preceding fifteen (15) years to be considered for credit. Only experience gained in an educational institution accredited by a recognized accrediting agency will be granted. When computing credit for experience, returning staff members will be credited with all previous USD 489 district service.
- c) In determining vertical (experience step) placement on the standard salary schedule, one (1) full step will be awarded for any portion of a school year that equals or exceeds one-half (1/2). No credit will be awarded for a portion of a year that is less than one-half (1/2). The maximum number or major fraction of a year to be awarded is one (1).

2. Academic Preparation: Determination of horizontal placement on the standard salary schedule will be in accordance with the following statements:
 - a) To be placed on Class 1, a teacher must have a Baccalaureate Degree and be licensed in the field in which he/she is teaching.
 - b) To be placed on Classes 2, 3, or 4 and 5 (+9, +18, +27, +36 graduate hours), a teacher must meet the qualifications for Class I placement and must have the prescribed number of semester hours of graduate work in the subject field, in a related field, or in education from an accredited college or university. The graduate hours are to be earned after the date that the Baccalaureate Degree was conferred.
 - c) To be placed on Class 6, a teacher must have a Master Degree in the field of education, in a related field, or in the subject field from an accredited college or university; the teacher must also meet the qualification of Class I placement.
 - d) To be placed on Classes 7, 8, 9, 10 or 11 (Master +9, +18, +27, +36 +45), a teacher must meet the qualification of Class 6 placement and must have the prescribed number of semester hours of graduate work in the subject field, in a related field, or in education from an accredited college or university. The graduate hours are to be earned after the date that the Master Degree was conferred.
 - e) To be placed on Classes 12 or 13 (Specialist or Specialist +9), a teacher must meet the qualification of Class 12 placement and must have the prescribed number of semester hours of graduate work in the subject field, in a related field, or in education from an accredited college or university. The graduate hours are to be earned after the date that the Specialist or Master of Fine Arts Degree was conferred.
 - f) The applicability of graduate hours in a related field will be determined by the Superintendent of Schools.
- f. Standard Salary Schedule Progression: Salary schedule progression, i.e., advancement, shall be administered by this provision commencing with the first payroll issued of each contract year.
 1. Advancement for Experience:
 - a) Vertical movement (experience increments) on the standard salary schedule will be limited to one (1) step per year as provided by the salary schedule.

2. Advancement for Continuing Education and Professional Development:
 - a) College Credit Hours College hours must be completed by September 1 in order to be used for advancement on the standard salary schedule.
 - b) A maximum of six (6) credit hours per academic year semester and nine (9) credit hours for summer school will be considered for horizontal advancement (educational increments) per year. All approved excess hours may be applied toward advancement for the following year.
 - c) In special cases approved by the Director of Curriculum, undergraduate hours may count for salary advancement. Examples of special cases are to update a teaching field, to familiarize self with new teaching techniques and equipment, or to add a new field to fill a vacancy in the district.
3. Professional Development (PDC) Points
 - a) Staff development activities for inservice education points and salary placement shall be granted as designated in the delivery system of the district Inservice Education Plan. Licensed Staff cannot qualify for the master's step or any step beyond M.S. + 36 without graduate hours or obtaining a degree.
 - b) The maximum number of points that may be earned each year through inservice acquired points is 60. If more are earned, they will have to be college credit (20 points per hour). Inservice points may be carried over once personnel have renewed their license only for the advancement on the standard salary schedule, not for re-licensure. Staff development activities will be a result of needs assessment.
 - c) PDC points must be used for salary advancement within 10 years after the school year they were earned. Points older than 10 years cannot be applied toward advancement on the salary schedule.

Sub-Section 2. Extended Duty Contract Salaries:

- a. Extended Contracts

Pay for extended contracts will be based on the teacher's daily rate of pay. Those whose pay would be less under this formula will be grandfathered into the agreement.
- b. Departmental/Grade Level Chairpersons: District-wide Instructional Chairpersons shall include Art; Athletic Director; Business; Elementary Grade Levels, i.e., Kindergarten, First Grade, Second and Third Grades, Fourth and Fifth Grades, and Sixth Grade; Language Arts, i.e., English, Speech, Debate, Dramatics, and Journalism; Foreign Languages; Home Economics; Industrial Arts and Vocational Agriculture; Library; Mathematics; Music; Physical Education and Health; Reading including Title I; Sciences; and Social Studies.

1. Group A Chairpersons: Departments which have fewer than twelve (12) staff members shall be paid 2.62% of the 'high-base' on the standard salary schedule as additional extended duty contract salary.
2. Group B Chairpersons: Department which have twelve (12) or more staff members shall be paid 3.14% of the 'high-base' on the standard salary schedule as additional extended duty contract salary.
3. Duties of Departmental/Grade Level Chairpersons
 - Lead the department/grade level in the development of recommendations for the expenditure of the professional travel and inservice budget.
 - Provide leadership to the department/grade level in the development of inservice activities of the group.
 - Chair all departmental/grade level meetings.
 - Provide advice as requested to administrators on the quality of requested departmental/grade level purchases of instructional materials.
 - Provide leadership to the department/grade level in the development of recommendations for curriculum revisions.
 - Provide input to administrators in the development of annual budgets for the department for instructional materials, instructional equipment, and inservice and professional travel activities.

c. Summer School Extended Duty Contracts

1. Effective summer school 1996, the hourly wage for summer school teachers will be \$31.64. The hourly wage will remain \$31.64 until such time as placement on the salary schedule for teachers would exceed that hourly wage. The hourly wage on the salary schedule for teachers is determined by dividing the contract salary by the number of contract hours. Once the \$31.64 hourly wage is exceeded by the contract hourly wage, summer school will be paid according to the hourly wage generated by placement on the salary schedule for said teacher(s).

Driver education teachers will receive \$31.64 per hour, or their contract hourly wage, whichever is greater. Only student-contact time is to be counted. Contract hours equal the number of teacher contract days times the number of contract hours per day. (Length of the school day plus 30 minutes before and 15 minutes after school).

2. Selection of summer school teachers will be determined by a committee consisting of the Director of Curriculum, the Summer School Director, and two members appointed by the Hays-NEA.

3. The committee will consider the following criteria in selecting personnel for summer school positions: seniority (defined by summer school), licensure, and job requirements.

4. For additional Summer School information, see Article 2. Hours and Amounts of Work, Section F. Summer School Description; Article 4. Leaves, Section R. Summer School Leave; and Article 12, Section F. Summer School Contracts.

SECTION B. SUPPLEMENTAL DUTY SALARY SCHEDULE:

“B” (Extra Duty/Extra Pay) SALARY SCHEDULE FOR TEACHERS

Salary Schedule Note: If the programs do not warrant the number of positions listed in the contract, the number of positions need not be filled that year.

The Board of Education could temporarily establish the necessary positions for the one (1) year but must negotiate and add to the extra duty section of the contract for the next year if the position is to be continued.

ATHLETICS (A)

A. Baseball

High School Level

Head Coach --Boys (1)	6.28% to 8.90%
Assistant Coach -- Boys (4)	3.66% to 6.28%

B. Basketball

High School Level

Head Coach --Boys (1)	7.85% to 10.47%
Head Coach --Girls (1)	7.85% to 10.47%
Assistant Coach Boys -- (4)	4.71% to 7.33%
Assistant Coach -- Girls (4)	4.71% to 7.33%

Middle School Level

Head Coach -- Boys (2)	6.28% to 8.9%
Head Coach -- Girls (2)	6.28% to 8.9%
Assistant Coach -- Boys (2)	3.66% to 6.28%
Assistant Coach -- Girls (2)	3.66% to 6.28%

C. Cheerleading

High School Level

Head Coach (1)	6.28% to 8.9%
Asst. Coach (2)	3.66 to 6.28%

Middle School Level

Head Coach (1)	3.66 to 6.28%
Asst. Coach (1)	2.62 to 5.24%

D. Cross Country

High School Level

Head Coach -- Boys and Girls (1)	3.66% to 6.28%
Asst. Coach (2)	2.62% to 5.24%

Middle School Level

Head Coach -- Boys and Girls (1)	3.66% to 6.28%
Asst. Coach -- Boys and Girls (1)	2.62% to 6.28%

E. Football

High School Level

Head Coach -- Boys (1)	7.85% to 10.47%
Assistant Coach -- Boys (8)	4.71% to 7.33%

Middle School Level

Head Coach -- Boys (2)	3.66% to 6.28%
Assistant Coach -- Boys (4)	2.62% to 5.24%

F.	Golf		
	<u>High School Level</u>		
	Head Coach -- Boys (1)	3.66%	to 6.28%
	Head Coach -- Girls (1)	3.66%	to 6.28%
	Asst Coach -- Boys (1)	2.62%	to 5.24%
	Asst Coach -- Girls (1)	2.62%	to 5.24%
G.	Soccer		
	<u>High School Level</u>		
	Head Coach -- Boys - (1)	6.28%	to 8.90%
	Head Coach -- Girls - (1)	6.28%	to 8.90%
	Assistant Boys - (2)	3.66%	to 6.28%
	Assistant Girls - (2)	3.66%	to 6.28%
	<u>Middle School Level</u>		
	Head Coach (1)	3.66	to 6.28%
	Asst. Coach (1)	2.62	to 5.24%
H.	Softball		
	Head Coach -- Girls (1)	6.28%	to 8.90%
	Asst. Coach - Girls (4)	3.66%	to 6.28%
I.	Tennis		
	<u>High School Level</u>		
	Head Coach -- Boys (1)	3.66%	to 6.28%
	Head Coach -- Girls (1)	3.66%	to 6.28%
	Assistant Coach -- Boys (1)	2.62%	to 5.24%
	Assistant Coach -- Girls (1)	2.62%	to 5.24%
	<u>Middle School Level</u>		
	Head Coach - Boys and Girls(1)	3.66%	to 6.28%
	Asst Coach - Boys and Girls (1)	2.62%	to 5.24%
J.	Track		
	<u>High School Level</u>		
	Head Coach -- Boys(0)	6.28%	to 8.9%
	Head Coach -- Girls (0)	6.28%	to 8.9%
	Head Coach -- Boys and Girls (1)	9.94%	to 15.18%
	Assistant Coach -- Boys & Girls (0)	3.66%	to 6.28%
	<u>Middle School Level</u>		
	Head Coach -- Boys (0)	3.66%	to 6.28%
	Head Coach -- Girls (0)	3.66%	to 6.28%
	Head Coach -- Boys and Girls (2)	4.71%	to 7.33%
	Assistant Coach -- Boys and Girl ((7)	2.62%	to 5.24%
K.	Swimming		
	<u>High School Level</u>		
	Head Coach - Boys (1)	3.66%	to 6.28%
	Head Coach -- Girls (1)	3.66%	to 6.28%
	Assistant Coach -- Boys (1)	2.62%	to 5.24%
	Assistant Coach -- Girls (1)	2.62%	to 5.24%
L.	Volleyball		
	<u>High School Level</u>		
	Head Coach -- Girls (1)	6.28%	to 8.90%
	Assistant Coach -- Girls (3)	3.66%	to 6.28%
	<u>Middle School Level</u>		
	Head Coach -- Girls (2)	3.66%	to 6.28%
	Assistant Coach -- Girls (2)	2.62%	to 5.24%
M.	Wrestling		
	<u>High School Level</u>		
	Head Coach -- Boys (1)	6.28%	to 8.9%
	Assistant Coach -- Boys (3)	3.66%	to 6.28%
	<u>Middle School Level</u>		
	Head Coach -- Boys (1)	3.66%	to 6.28%

Assistant Coach - Boys (2)

2.62% to 5.24%

N. Other

High School Level

Director of Game Films (1)	2.62%
Fall AM/PM Weightlifting (1)	3.66%
Winter AM/PM Weightlifting(2)	3.66%
Spring AM/PM Weightlifting(1)	3.66%

(A) – See attached schedule for determination of percentages

*If student participation in these sports warrants these positions

MUSIC

High School Level

Band Director including Pep Band(1)	6.00%
Assistant to Band Director (2)	1.00%
Choral Director (1)	3.66%
Orchestra Director (1)	3.66%
Assistant Orchestra Director	.4%

Middle School Level

Band Director (2)	1.57%
Assistant Band Director (4)	.75%
Choral Director (2]	1.05%
Orchestra Director (2)	1.05%
Middle School After School Choir (1)	3.0%

Elementary School Level

Choral Director (1)	1.00%
Orchestra Director (1)	1.00%

DRAMATICS AND DEBATE

High School Level

Debate Coach (1)	5.00%
Assistant Debate Coach (1)	1.50%
Forensics Director (1)	4.00%
Forensics Assistant (1)	1.50%

Musical:

Choral Director (1)	3.00%
Dramatics Director (1)	3.00%
Choreographer (1)	2.00%
Orchestra Director (1)	1.31%
Stage Design Supervisor (1)	1.31%
Set Painting (1)	1.31%
Technical Director (1)	1.00%

Spring Play

Dramatics Director (1)	3.00%
Spring Play Tech Director	1.50%
Asst. Tech Director	.50%
Stage Design Supervisor (1)	1.31%
Set Painting (1)	1.31%

CLASS AND ACTIVITY SPONSORSHIPS

High School Level

Senior Class Head Sponsor (1)	.523%
Senior Class Assistant Sponsor (3)	.262%
Junior Class Head Sponsor (1)	1.5%
Junior Class Assistant Sponsor (3)	.262%
Sophomore Class Co.--Sponsor (2)	.262%
Freshman Class Co.--Sponsor (2)	.262%
Yearbook and School Paper Sponsor (1)	3.00%
Student Council Sponsor -- (2)	2.83%
Intramural Head Coordinator -- (1)	2.24%
Intramural Asst. Coordinator -- (1)	1.49%
Dance Team Sponsor (2)	3.56%
June Reynolds National Honor Society Sponsor (1)	1.31%
SADD Chapter Sponsor (1)	1.31%
Model UN Sponsor (1)	1.31%
FFA Sponsor (1)	3.00%
Spirit Club (1)	1.05%
Weightlifting Club (1)	2.20%
Currently paid at fixed dollar amount of \$1000.00	
DECA Sponsor (1)-	3.00%
Scholar Bowl/Science Olympiad Sponsor (1)	2.00%
Science Club (1)	2.20%
Electric Car (1)	2.00%
Math Relays (1)	1.31%
Business Professionals Association(2)	1.31%
Event Manager (3 – 1 per season)	3.00%

Middle School Level

Pep Club Sponsor (1)	1.57%
Student Council Sponsor (1)	2.00%
Yearbook Sponsor (1)	1.05%
Intramural Coordinator (1)	2.00%
Intramural Assistant Coordinator (1)	1.00%
Dance Team (1)	2.00%
Quiz Bowl (2)	1.31%
After School Study Hour*	3.00%
Math Relays (1)	1.31%
Web Team (1)	5.76%
Peer Counselor (as approved by the Principal)	2.00%
Teaching in Lieu of Planning Hour –	9.23%
Mentor	Teacher's Hourly Instructional Rate

NCA/QPA Chairperson (9) 2.0%

NCA/QPA Resource Specialist (9) 2.0%

* if student participation warrants position

EXTENDED CONTRACTS

	Number of Working Days
Nurses (1)	10
Librarian – High School (1)	20
Librarian – K-8 (8)	10
Journalism (1)	20
Counselors – Secondary (5)	20
Counselors – Elementary (3)	10
School Psychologists (10)	20
Vocational Education Instructor (1)	20
High School Video Technology Director (1)	40
High School Broadcasting Director (1)	40
Parents As Teachers Educator (2)	40
Debate (1)	20

Effective 2001-02, pay for extended contracts will be based on the teacher's daily rate of pay. Those whose pay would be less under this formula will be grandfathered into the agreement.

Staff members who were employed prior to the 1981-82 school year with the extended basic contracts will continue to maintain said contracts until they leave the positions or mutually agree to surrender said contractual arrangements. This includes all applicable positions listed above.

HOURLY RATE SUPPLEMENTAL EMPLOYMENT AND OTHER MISCELLANEOUS PAY

Lunchroom and Playground Supervision

Hays High		
Lunchroom Supervisor (1)		.026% per Period
Lincoln Elementary		
Lunchroom Supervisor (5)		.026% per Period
O'Loughlin Elementary		
Lunchroom Supervisor (3)		.026% per Period
Roosevelt Elementary		
Lunchroom Supervisor (6)		.026 per Period
Wilson Elementary		
Lunchroom Supervisor (5)		.026% per Period

Substitute Teaching (in lieu of planning period) .031% per Period
 With prior approval of the Principal.
 Elementary teachers are limited to substitute pay for P.E., Art and Music classes

Athletic Event Support Personnel

<u>High School</u>		
Ticket Sales		minimum wage

Official Scorers and Timers	\$12.00/HR
Asst. Official Scorers and Timers	\$12.00/HR
Statistician	\$10.00/HR
Supervisors	\$ 8.00/HR

Middle School

Official Scorers and Timers	\$11.00/HR
Supervisors	8.00/HR

SUMMER SCHOOL

Summer Driver Education Instructors (8)	240 hours of teaching
Summer Weightlifting Instructors (2)	146 hours of teaching
Elementary Summer School Teachers – Varies	100 hours of teaching
Secondary Summer School Teachers – Varies	120 hours of teaching

SALARY SCHEDULE FOR COACHES

Steps	Years of Experience	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	0-1	2.62%	3 .66%	4 .71%	6.28%	7.85%	9.94%
2	2-4	3.14%	4.19%	5.24%	6.81%	8.38%	11.00%
3	5-7	3.66%	4.71%	5.76%	7.33%	8.90%	12.04%
4	8-10	4.19%	5.24%	6.28%	7.85%	9.42%	13.09%
5	11-13	4.71%	5.76%	6.81%	8.38%	9.95%	14.14%
6	14 & Over	5.24%	6.28%	7.33%	8.90%	10.47%	15.18%

CLASS DEFINITIONS:

- Class I - Middle School Assistant Coaches (Revised 3/2016)
High School Asst. Coaches - Golf, Cross Country, Swimming, Tennis
- Class II - High School Head Coaches - Cross Country, Golf, Tennis, Swimming
High School Assistant Coaches - Baseball, Track, Softball, Volleyball, Wrestling, Cheerleaders
Middle School Head Coaches and Cheerleaders (Revised 3/2016)
- Class III - High School Assistant Coaches - Basketball, Football
Middle School Head Coach - Both Boys and Girls Track

Class IV - High School Head Coaches - Baseball, Track, Volleyball, Wrestling, Softball, Soccer, Cheerleaders

Class V - High School Head Coaches - Basketball, Football

Class VI - High School Head Coach - Both Boys and Girls Track

NOTE: Experience is based on number of years in the assigned sport.

Sub-Section 1. Application of the Supplemental Duty Salary Schedule

a. Supplemental contract duties shall be voluntary on the part of the professional employee for which one year contracts shall be executed subject to renewal by either party, annually. Supplemental contract salary will be in accordance with these supplemental salary schedules.

b. Supplemental salary percentages shall be applied to the “high-base” of the SECTION A. STANDARD SALARY SCHEDULE.

c. If the programs do not warrant the number of positions listed in the contract, the number of positions need not be filled that year.

d. The Board of Education could temporarily establish the necessary positions for one (1) year but must negotiate and add to the extra duty section of the contract for the next year if the position is to be continued.

SECTION C. SALARY PAYMENT PROVISIONS

1. Salary payments to licensed professional personnel on the professional employee bargaining unit salary schedule(s) will be paid in twelve (12) substantially equal installments in accordance with terms of the contract(s).

2. A new employee may contact the payroll department if he/she needs to receive his/her beginning payroll check earlier than the scheduled September payroll date. The following options are available to the new employee: (This is only for the first year of employment.)

a. Annual Contract Salary amount to be divided by twelve (12) equal payments as usual; however, a requested amount from the first paycheck would be paid in August in advance of the scheduled September payroll date (See para. c, below).

b. Annual Contract Salary amount to be divided by thirteen (13) equal payments beginning in August for the first year of employment, with payments for succeeding years divided by twelve (12) equal payments (See para. c, below).

c. All necessary paperwork would need to be completed in time to process the advanced payroll check. All applicable federal taxes, state taxes, and KPERS

contributions would be deducted from the advanced check. The second year of employment, the employee will be paid over twelve (12) months beginning on the scheduled September payroll date.

4. Professional employees may elect to take the "lump sum" balance of salary due for the tenth, eleventh and twelfth installments at the conclusion of the school year when a prior written request has been made by April 1. The "lump sum" payment will be made as soon as possible after the school district has received the funds from the Kansas State Department of Education but in no case later than the close of the fiscal year on June 30. (Revised 4/19/93)

5. Payroll Date: Payday for all employees is to be the 25th day of each month. If the 25th day of the month is on a weekend or a holiday, payday will be the last day preceding the same. In the event that scheduled payroll prior to a vacation would fall more than 4 days ahead of the 25th, checks will be mailed in anticipation of their arrival on the 25th.

6. Payroll Deductions

a. When applicable the district will make payroll deductions for payments to the Kansas Public Employees Retirement System, state income tax withholding, federal income tax withholding, and FICA. Within thirty (30) days after receipt of written authorization from the teacher, the board shall deduct from the salary of the employee and make the appropriate remittance to mutually approved carriers for:

b. Association Dues. Such authorization shall continue in effect from year to year. Pursuant to such authorization the board shall deduct one-tenth (1/10) or appropriate amount of such dues from the regular salary check of the employee each month. Amounts to be deducted shall be supplied to the board through a schedule established by the association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final check. Prior authorizations existing on the effective date of this agreement shall continue in full force and effect into this successor agreement unless and until revoked in writing by the employee before the first day of classes.

The board shall transmit to the association the total monthly deduction for the professional dues within ten (10) school days following each regular pay period with a listing of the employees for whom the deduction was made.

- c. Medical insurance premiums to approved carriers.
- d. Salary Protection insurance premiums to approved carriers
- e. Life insurance premiums to approved carriers.
- f. Annuities
- g. Credit Unions
- h. IRA accounts
- i. Charitable contributions to the United Fund.
- j. Chamber of Commerce
- k. Cancer Insurance

1. Foundation for Educational Excellence "Project 489"

Payroll deduction items d. through l. may be changed during any payroll period provided written notice is given the payroll department by the tenth (10th) of the month for deductions to be effective with that month's payroll; and also provided that the changes (if applicable) are in compliance with the IRS Regulations pertaining to TSA Salary Reduction Agreements and "Cafeteria" Fringe Benefit Plans.

2. Deductions and disbursements in items e., f., and g. shall be made at the time payroll checks are issued. (Nego. 84-85)

3. Voluntary Tax Sheltered Annuities. Pursuant to KSA 72-8603 and IRS Code, Section 403 (b), the board will provide for any professional employee, the voluntary reduction of individual salary for a tax deferred contribution into a tax sheltered annuity up to the maximum allowed according to IRS regulations.

SECTION D. SEVERANCE PAY

This payout only applies to teachers who have been in the district after completing five contract years.

1. New hires for the 2015-16 school year and subsequent years will be paid for up to 80 days of unused sick leave at a rate of \$45 per day if a minimum of 20 days is accumulated.
2. For teachers employed with USD 489 prior to the 2015-16 school year and have a sick leave balance of 100 days or more as of June 30, 2015, they will be capped at their June 30, 2015 balance and paid \$65 per day less the first 20 days.
3. For teachers employed with USD 489 prior to the 2015-16 school year and have a sick leave balance under 100 days, they will be paid \$65 per day for a maximum payment of 80 days.

SECTION E. CONCURRENT CREDIT COMPENSATION

Any compensation received by USD 489 for classes taught in the district for concurrent credit from colleges or universities will be disbursed in one of the following manners:

Full time teacher teaching during normal teaching period: The teacher who teaches the class(es) will be paid 85% of the monies received by the district from the institution. The teacher will receive the money within 30 days of the date the district receives it.

Full time teacher teaching during planning period: The teacher who teaches the class(es) will be paid by the district for the additional prep as per Article I, Section B (page 13) of the Bargaining Agreement. The teacher who teaches the class(es) will be

paid 85% of the monies received by the district from the institution. The teacher will receive the money within 30 days of the date the district receives it.

The amount of money received by the district that is not paid to the teacher will first pay for employer taxes. The remaining amount will be transferred to district funds to be used for professional development or a fund to pay for concurrent credit class materials.

ARTICLE 2. HOURS & AMOUNTS OF WORK

SECTION A. LENGTH OF THE SCHOOL DAY

1. All teachers, with the exception of Hays High, shall be at school one-half hour before their regular school day begins. Hays High teachers shall arrive 23 minutes before their regular school day begins.
2. Teachers, with the exception of Hays High, shall remain on duty until fifteen minutes after the end of the regular school day. Hays High teachers shall remain on duty until eight minutes after the end of the regular school day.
3. There will be no signing in or signing out at any school in the district.
4. Teachers shall be available for conferences with parents or students by appointment, and shall be available for regular school meetings.
5. One (1) special education and one (1) teacher at each area school shall remain on duty until the school bus unloads and/or loads, as the case may be, and leaves.
6. All special teachers of art, music, speech therapy, special education, etc., shall be on duty at the school in which they will be teaching that particular day, at the same time as outlined above.
7. The Board of Education and administration realize that there will be occasional exceptions due to such events as medical appointments, hair appointments, or other possible situations requiring some flexibility. Any such exceptions are to be cleared with the building principal before leaving the building.
8. The staff at an individual building may opt for:
 - a. extending their student contact time
 - b. flexible scheduling of student contact time
 - c. flexible scheduling of non-student contract time when 50% + 1 of those represented by the bargaining unit are in favor.

Voting will be done by secret ballot and is limited to one vote on each issue per nine months. Sufficient time for thorough discussion of an issue should be provided for and amendments made before the vote is taken. The voting will be supervised by the principal and two members of the bargaining unit who are members of Hays-NEA or selected by Hays-NEA. All members of the bargaining

unit that spend over 50% of their work day in the building will vote. The bargaining unit is defined to include all licensed professional personnel with the exception of administrators and OT/PT personnel.

(Any member of the bargaining unit who does not spend over 50% of their work day at any work site will select, at the beginning of the school year, one of the sites at which they work as their home building. Those members of the bargaining unit will be allowed to vote only in their home building.)

The intent of the clause is to allow individual faculties to be innovative and creative in the use of both student contact and non-student contract time. It allows for individual buildings, should they elect to do so, to add to their student contract time or to rearrange it when it would benefit the students. It also provides a way for staff members to schedule as many school activities as possible during teacher contract time.

The following examples are provided to help clarify the intent of the policy:

Ex. 1: Hays High School has a basketball tournament and needs to clear the building and parking lot during the school day. The faculty could, by 50% + 1 vote, agree to extend student contact time by whatever number of minutes necessary to gain the time that is needed to release the students early on the day of the tournament.

Ex. 2: Members of Hays Elementary School would like for their entire staff to attend an all-day inservice, which is not part of the district's inservice plans. The Hays Elementary staff could by 50% + 1 vote, extend student contact time by whatever number of minutes necessary to gain the time that is needed to attend the inservice.

Ex. 3: The principal of Hays Middle School wants to have a faculty meeting which will last about an hour. The principal wants everyone to be able to attend and not sacrifice non-contract time to do it. The HMS faculty, by 50% + 1 vote, could agree that in exchange for going to the faculty meeting, for two days they would not be required to be at school the 30 minutes before that is called for in the bargaining agreement.

Ex. 4: Hays High School won the regional basketball competition and is headed for state. Many of the HHS teachers want to attend the game, which is in Topeka, three hours away. The next day is an inservice day scheduled to start at 8 a.m. and end at 3 p.m. The HHS faculty could by 50% + 1 vote, agree to begin the inservice at 7 a.m., work through lunch, and end at 1 p.m. so that its teachers could make it to Topeka in time for the game. (Revised 2000-01)

SECTION B. DUTY FREE LUNCH

Teachers shall have a duty free lunch period of at least twenty (20) minutes. Teachers shall have first opportunity to perform services during the noon hour at the wage set forth in the Extra Duty/Extra Pay Salary Schedule.

SECTION C. STANDARD CONTRACT DUTY YEAR

1. The school calendar shall be prepared and adopted by the Board of Education with input from the professional employees through their representatives as selected by Hays-NEA.

2. The standard contract duty year shall be 179 contract duty days including the following:

- a) The standard contract duty year shall include not more than three (3) contract duty days for professional employees to work at their work-site(s) when students are not in attendance.
- b) The standard contract duty year shall include not more than four (4) days for professional employee in-service. Two of these in-service days, i.e., half (50%) of the four in-service days, are not counted as teacher-pupil contact time.
- c) The standard contract duty year shall include not more than 174 teacher-pupil contract days which will include the following:
 - 1) These 174 contract days shall include not more than two (2) days for parent-teacher conferences; two (2) days in the fall semester. When parent-teacher conferences are scheduled by each building to accommodate parents at a time other than during the standard contract duty day, such time may be taken on either of the conference days as compensatory time-off.
 - 2) These 174 contract days shall include two (2) days for professional employee in-service which are counted as pupil-teacher contact days; half (50%) of the total of four (4) contract duty days for in-service (b, above).
 - 3) These 174 contract days shall include not more than two (2) teacher-pupil contact days scheduled as inclement weather days for possible school closings.
 - 4) These 174 contract days will include the remaining 165 teacher-pupil contact days.

3. Teachers employed by USD 489 and working for the special education cooperative will work the calendar of the district to which they are assigned. The USD 489 Superintendent will work with other superintendents in the coop to attempt to develop provisions that will compensate USD 489 teachers for the unequal days of the calendar(s), either by compensatory time or by extra dollars. Further, the effort will be made to make sure that each new employee in the special education cooperative understands all policies and provisions applicable to the special education cooperative and understands all provisions of their contract, including those that pertain to school calendars among coop districts.

SECTION D. WORK SCHEDULES

1. Every Department must have input in setting up the schedule for the day.
2. Hays Middle School will have eight class periods. Three days a week all eight periods will meet. Two days of the week the schedule will provide for 4 class periods each day with each of the eight class periods meeting on one day or the other. Team/Committee planning and individual planning time equal to one class period each will be provided during each eight period block of time. Teacher advisory groups and homework groups may be part of the day

3. Alternating Two-Day Block Schedule at Hays High School

a. Hays High School will have an alternating schedule blocked into eight periods of 86 minutes and a 40 minute seminar each day. Teachers will have one planning period each day. However, when the schedule permits, a teacher may request to have two plan periods on one day and none on the alternate day.

b. Zero Hour Conditions

Zero hour can be an option when all of the following criteria are met:

1. The regular schedule cannot meet a select student group's needs.
2. The teacher and/or administrator demonstrates the need for the class offering.
3. Both the administrator and teacher agree to make the course a zero hour during the regular work week.
4. The teacher receives a free class period on one of the rotation days to compensate for the zero hour class worked.
5. The zero hour minutes are equivalent to class minutes met in a ten-day block period.

For example, if a zero hour meets M W F = 72 minutes per day = 72×6 (two-week period) = 432 minutes.

A regular class meets the following: M W F = 86 minutes per day = 258 minutes
TR = 86 = 172 minutes Total = 430 minutes.

A zero hour would have to meet the equivalent of 430 minutes in a ten-day block period. Thus, the teacher's free period would be on a rotation day for the ten-day block period (every gold or every maroon day) meeting the same time requirements.

4. All elementary teachers will be given a minimum of 60 minutes of planning time per day on a weekly basis, to be organized at the building level. Planning time is defined to be that time when the teacher is not responsible for student supervision. Recess is not to be included. (97-98)

Elementary Reimbursement for pre-assessment meeting in lieu of plan time:

If a pre-assessment meeting is held during the scheduled plan time of a licensed teacher, the teacher will be compensated in lieu of that plan time at a rate of \$16 per hour. If meeting is less than 1 hour, compensation will be prorated to the nearest quarter hour.

A \$15,000 cap will be set per academic school year which is divided between the schools based on student enrollment at each school. (2006-2007)

SECTION E. EQUALIZED WORKLOADS

1. Licensed professional personnel teaching English, Math, Science or Social Studies shall not be required to have more than four (4) teaching preparations unless agreed upon by the affected teacher. (87-88)

2. A teacher's concerns about his/her class size or makeup should be referred to the principal for action. Should it become necessary, the teacher may submit his/her concern in writing to the Director of Curriculum.
(93-94)

SECTION F. SUMMER SCHOOL DESCRIPTION

Summer School Contracts will have attached as an addendum a job description which will include the following:

- number of required contract hours, including teaching and required team planning time;
- required in-service; and
- required parent/teacher conferences. (94-95)

ARTICLE 3. VACATIONS AND HOLIDAYS

SECTION A. UNPAID VACATIONS AND HOLIDAYS

Subsection 1. Vacations

Spring Vacation: Five (5) contiguous vacation days, Monday through Friday, will be designated annually for spring vacation. These dates will be determined by the Calendar committee, appointed jointly by the Superintendent and the President of Hays-NEA.

In the event school cannot be held due to an emergency such as snow days, boiler breakdowns, power outages, etc., these make-up days will be determined by a special committee, which will consist of three (3) members; one appointed by the Board of Education or its designee, one appointed by the Association, and a third member appointed by the other two appointees. The committee will present at least three (3) alternatives to be voted upon by the teachers. The decision of the vote will be final. (Options may include minutes added on the calendar, Saturdays, extended calendar, days off spring break, etc.)

If legislation is passed which requires the length of the school year to be extended, the spring break described herein, but not the concept of spring break, becomes null and void and will be re-negotiated.

Minimum Winter Vacation: The days between Christmas Eve and New Year's Day plus any other days indicated by the official school year calendar.

Subsection 2. Holidays

The annual Unpaid Vacations and Holidays of licensed professional employees will be as follows when the date listed as a holiday and/or vacation is within the contracted period of annual employment:

Labor Day	Thanksgiving
Friday immediately following Thanksgiving	Christmas
New Year's Day	Good Friday
Memorial Day	Independence Day
Any other day(s) indicated by the official school year calendar (Nego. 83-84)	

ARTICLE 4 : LEAVES

SECTION A. SICK LEAVE

Sick leave is defined as leave for illness or injury of a disabling nature to the employee or to members of the immediate family when it is necessary for the employee to be with them. Immediate family members include the spouse, children of any age, parents of the employee, and grandchildren. (Revised 12/15). The Board of Education may make exception to the definition in unusual circumstances. (Revised 2/81) Sick leave benefits shall be two (2) days per annum plus one (1) day per contract month with full salary. Unused sick leave is cumulative without limit.

Accumulated sick leave with substitute pay deducted that was accrued before the 1983-84 school year will remain in effect until the leave has been depleted.

The annual sick leave benefits shall be awarded to licensed staff members upon completion of one (1) day of the assigned duties of the contract. All employees will be notified of sick leave accumulation amounts as of July 31 during the month of August of each year. (Neg. 82-83) (Revised 3/2016)

SECTION B. SICK LEAVE POOL

In addition to the sick leave granted under the Sick Leave Benefit, a sick leave pool is hereby established for the voluntary participation by all full-time and part-time licensed professional staff members in the bargaining unit.

The purpose of the pool is to provide additional sick leave benefits to persons who suffer a catastrophic or disabling condition. These additional days are a loan and in most cases the teacher will be required to pay back the days to the pool as stated below.

All full-time and part-time licensed professional staff members in the bargaining unit may achieve membership in the pool. They will achieve membership in the pool by contributing one(1) day in direct proportion to their contract. Employees who change contract status will be allowed to update their contribution. Donations to the sick leave pool are not refundable.

In the event that the sick leave pool is depleted to twenty (20) days of leave or less, each eligible employee will be given the opportunity to donate another sick leave day. Only employees who make the donation within thirty (30) days will retain membership.

1. Sick Leave Pool Committee

Sick Leave Pool Committee-membership will consist of one (1) member participating in the sick leave pool from each building, and one (1) from the Special Education Co-op. Building members shall be elected by popular vote of the members of the sick leave pool assigned to the building.

The USD 489 payroll clerk and Hays-NEA President or his/her designee will be non-voting members of the committee.

The sick leave pool committee shall act on all applications within ten (10) days of the submission of the request.

The sick leave pool committee is charged with transmitting its decision to the Superintendent of Schools within two (2) work days.

The maximum grant to be awarded will be twenty (20) contract days per catastrophic or disabling condition. If needed, the applicant may re-apply one time for an additional twenty (20) contract days. Forty (40) contract days is the maximum grant per applicant, per incident. All granted days not used for the specified condition will be returned to the sick leave pool.

Catastrophic or disabling condition for the purpose of this policy is defined as: an injury, illness or condition which will be disabling for a predicted time of twenty (20) or more working days and is not related to a cosmetic surgery or correctional surgery which in the opinion of medical experts can be performed during the summer months.

The applicant must have exhausted all his/her personal sick leave.

The applicant must demonstrate that a catastrophic or disabling condition exists through medical documentation.

Grant applications are made by submitting a letter of request along with the Sick Leave Pool Application found in the Appendix to a member of the sick leave pool committee. The grant application must be made within the contracted year that the condition occurs.

All sick leave pool days granted must be paid back at a minimum rate of three (3) days per year. The three (3) days must be paid back at the beginning of the year. Additional days may be paid back at the end of the year if available and the teacher wishes to do so.

If a teacher retires, resigns, or is terminated at any time after his/her return to service, the teacher shall reimburse the district for days not repaid, at the daily rate of the teacher during the year they leave the district. If a teacher has salary due, the district shall deduct from that salary for leave days not paid back. The teacher must provide signed written permission for this deduction, at the time of the award, as a condition of receiving days from the sick leave pool.

For each leave day the district receives repayment, a day of leave will be added back to the Sick Pool.

If the nature of the illness or injury is such that the employee is unable to return to work, as evidenced by an approval of disability application from KPERS, no repayment will be required.

The sick leave pool committee shall be the final authority on each grant.

SECTION C. PERSONAL LEAVE

Personal leave is defined as leave for personal matters of the employee. The employee is not required to provide a reason for the requested leave.

Four (4) days per year of the sick leave benefits may be used as personal leave. Unused personal leave days are not accumulative as personal leave, but are accumulative as sick leave. Except in emergency situations, the employee shall give advance written notice of a minimum of two (2) days to the principal and the superintendent. Permission for personal leave is contingent upon the availability of a substitute teacher.

SECTION D. BUSINESS LEAVE

Business Leave is defined as leave for legal or court-related business only. (Revised 4-1-97)

Within five (5) school days, the superintendent shall act upon requests and give written notification of approval or denial to the appropriate building principal and the teacher making the request.

Two (2) days of business leave with full salary benefits shall be awarded per year to each employee. The leave may be taken in one-half (1/2) day segments. Business leave is not accumulative.

Business leave request shall be submitted to the building principal, who will forward the request to the superintendent. The request is to include the specific reason for the leave. (Revised 4/85)

SECTION E. LEAVE FOR ILLNESS OR DEATH OF RELATIVES

Employees will be granted, per incident, up to five (5) days of leave with full salary and five (5) days of leave with deduction of salary for substitutes in the event of death or serious illness of a close relative (mother, father, spouse, or child).

Employees will be granted, per incident, up to three (3) days of leave with full salary and three (3) days with deduction for substitute's salary in the event of serious illness or death of other relatives (brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparents). (Revised 4-1-97)

Employees will be granted, per incident, up to three (3) days of sick leave and up to five (5) days of leave with salary deduction for substitute's pay in case of serious illness or death of distant relatives or friends.

Leave under this policy, except for leave of serious illness or death of distant relatives or friends, is not deducted from sick leave. The Board of Education reserves the right to make exception to this policy in cases involving unusual circumstances. (Revised 8/24/93)

What is serious illness?

- Inpatient surgery
- Outpatient surgery – day of surgery only
- Potential danger or immediate shut down of any life-giving system

What is not serious illness?

- Doctor's appointments
- Staying home with a sick relative, including someone coming home from the hospital (Revised 2000-01)

SECTION F. JURY ACTS & COURT APPEARANCES

Recognizing that jury service is the civic duty of every qualified citizen, the board agrees to pay full compensation for employees while serving on jury duty.

An employee shall receive full compensation for court attendance as a witness under subpoena or for such employee's required appearance before, and at the direction of, the Kansas Commission of Civil Rights, the United States Equal Employment Opportunity Commission, or a court in a case in which the State of Kansas or state agency is charged with discrimination in employment.

Effective July 1, 1982 employees will be allowed to keep any compensation given for jury duty or any of the other appearances before commissions or the court as mentioned in the previous two paragraphs. (Adopted 5/82)

SECTION G. MATERNITY LEAVE

As established by the Federal Equal Employment Opportunities Commission, pursuant to Title VII of the Federal Civil Rights Act as amended, the following shall apply, to-wit:

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are temporary disabilities and shall be subject to sick leave.
2. The date which the leave commences shall be determined by the teacher and her physician. As soon as the leave commencement date is determined, it shall be communicated to the superintendent.
3. The teacher may continue in her teaching position during the pregnancy until, in the opinion of her physician, continued professional activity could endanger her health.
4. Where an instructor's classroom effectiveness is impaired due to pregnancy, the leave may begin at a time deemed advisable by the principal and her physician.
5. The teacher may return from the leave to her position as soon as her physician certifies she is capable of performing all tasks required under her contract.

6. In the event of miscarriage prior to the start of maternity leave, the sick leave provisions of this agreement shall apply.
7. Any written or unwritten policy, rule, or regulation which excludes from employment teachers because of pregnancy is hereby declared to be null and void.
8. The leave may be extended, upon request of the teacher, for a period not to exceed the following school year.
9. Instructors on extended maternity leave who desire reinstatement shall notify the Superintendent of Schools of their availability for assignment. Such instructors shall give such notice on or prior to April 10 if they expect to return to full-time employment during the next school year.
10. Nothing herein shall be interpreted to assure an instructor of a position of building assignment identical to that previously held, except that it shall be in the same general classification.
11. In accordance with the provisions contained herein, reassignment shall be made in consultation with the instructor concerned and every effort shall be made to secure a mutually satisfactory assignment. (Revised 11/21/94)

SECTION H. PARENTAL LEAVE

Parental leave provisions apply to fathers as well as mothers, for natural born, legally adopted children, and foster children. All aspects of sick leave and maternity leave policies apply to mothers and fathers in those items that are appropriate.

SECTION I. FAMILY MEDICAL LEAVE

District employees shall be provided family and medical leave as provided by a plan approved by the board and required by current federal law and regulation. The plan for providing leave under this policy shall be filed with the Director of Payroll and made available to all staff at the beginning of each school year. A request form for this leave is provided.

SECTION J. MILITARY LEAVE

Military leave of absence shall be granted by the board to a teacher in accordance with the existing state and federal statutes.

Active Duty: An unpaid military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, the employee shall be returned to the position he/she held when the leave commenced and shall be placed at the position on the salary schedule he/she would have attained had he/she taught in the district during such period.

Inactive Reserve: Any employee who is simultaneously enlisted in the inactive reserve forces of any branch of the armed forces of the United States and is called to active duty, shall be granted military leave just as if being inducted or enlisting.

Active Reserve or National Guard: When it is necessary for employees who are simultaneously enlisted in the active reserve or national guard force of any branch of the armed forces of the United States, to fulfill temporary active duty assignments, they shall be granted military leave and the following shall apply:

1. The leave will be granted with the deduction of salary for substitute only.
2. Extra-duty salary will be deducted on a per day basis for any extra-duty missed during military leave.
3. Leave will not count against the incentive leave program. (Revised 84-85)

SECTION K. LONG TERM LEAVE WITHOUT ADVANCEMENT AND WITHOUT PAY

Leave under this policy may be granted under the following conditions:

1. The request for such leave is submitted to the Board of Education by April 10 prior to the school year in which the leave is requested.
2. The employee has completed a minimum of our (4) years of service to the district.
3. Maximum length of leave shall be one (1) year.

There shall be no salary or fringe benefit payments and no salary or fringe benefit accumulation during said leave. Upon return to service for the district, the employee will not receive an experience-increment for the period of leave. A maximum of two (2) requests for leave provided by this policy will be granted per year on a first-come, first-serve basis.

An employee on long-term leave shall have the option to remain under the group health insurance policy by bearing 100% of the premium costs.

SECTION L. EDUCATION LEAVE WITH ADVANCEMENT AND WITHOUT PAY

Educational leave may be granted under the following conditions:

1. The request for such leave is submitted to the Board of Education by April 10 prior to the school year in which the leave is requested.
2. The employee has completed a minimum of four (4) years of consecutive service to the district.
3. The Board of Education approves the submitted plan for professional improvement. The plan is to include as a minimum, nine (9) hours of college credit or equivalent experience per semester of leave in education or the teaching field of the applicant.

4. Maximum length of leave shall be one (1) year.

Upon return to service for the district and upon the presentation of documentation of accomplishment of approved educational plan, the employee will receive full experience and educational credits on the salary scheduled for educational leave. A maximum of three (3) educational leave requests will be granted per year on a first-come, first-serve basis.

An employee on long-term leave shall have the option to remain under the group health insurance policy by bearing 100% of the premium costs. (Nego. 82-83)

SECTION M. ATTENDANCE AT NON-EDUCATIONAL MEETINGS

In the case a teacher is absent from classroom duties to attend a non-professional meeting and engaged in an official capacity in civic, fraternal or religious work, his/her salary will be deducted the amount of substitute pay. Such an absence must be approved by the superintendent. (Revised 5/81)

SECTION N. RELEASE TIME TO SERVE IN PROFESSIONAL ROLE

Licensed personnel who are requested to serve as clinicians, adjudicators, or consultants relating to their teaching field on school days may be allowed participation in two (2) such activities per academic year, pending approval of their building principal. Such requests will be considered on an individual basis and will be allowed only if the absence of the teacher does not unduly interfere with the normal school day. For absences of this nature, the amount of substitute pay shall be withheld from the teacher's salary for that day.

Requests will be submitted to the building principal well in advance of the date in question. The superintendent and the Board of Education reserve the right to regulate such requests at their discretion. (Revised 5/81)

SECTION O. LEAVE NOTIFICATION INCLUDING EMERGENCIES

Professional employees are to notify the appropriate building principal or the assistant principal when they are going to be absent from assigned duties. If the building administrators are unavailable, the teacher is to contact a central office administrator.

It is the duty of the administrator to employ substitute teachers. (Revised 2/81)

SECTION P. LEAVE WITHOUT PAY

Employees may be excused from work with advance notice for reasons not covered in other leave policies or if the other leave policies are exhausted. A salary deduction of one contract day of the employee's annual salary shall be deducted for each day of leave under this policy. (Nego. 82-83; Revised 3/2016)

SECTION Q. SUMMER SCHOOL LEAVE

Substitute pay will be deducted from the teacher's pay for days absent up to 10% of contract time. Full pay deduction will be made after the 10% limit is reached.
(94-95)

ARTICLE 5. RETIREMENT

SECTION A. EARLY RETIREMENT

Section A: HEALTH INSURANCE

To be eligible for the early retirement insurance program (ERIP), an employee must meet the following criteria:

1. The employee must have been in the district in a full-time position at least 15 consecutive years. The year of retirement must be included in the 15 consecutive years of employment.
AND
2. Retire under the provisions of the Kansas Public Employees Retirement System for full retirement (i.e. required KPERS points OR age/service requirements).

To receive the insurance benefit, the teacher must give notice by Feb. 15th of each year after the 2015-16 school year.

Those who retire at the end of the 2015-2016 contract year by April 21, 2016 will receive 10 years (or until the retiree is eligible for Medicare due to turning age 65 or due to disability) of insurance benefit at the rate of \$575.81 per month towards the district insurance plan.

Those who retire at the end of the 2016-2017 contract year will receive 9 years (or until the retiree is eligible for Medicare due to turning age 65 or due to disability) of insurance benefit at the rate of \$500 per month towards the district insurance plan

Those who retire at the end of the 2017-2018 contract year will receive 8 years (or until the retiree is eligible for Medicare due to turning age 65 or due to disability) of insurance benefit at the rate of \$400 per month towards the district insurance plan.

Those who retire at the end of the 2018-2019 contract year will receive 7 years (or until the retiree is eligible for Medicare due to turning age 65 or due to disability) of insurance benefit at the rate of \$300 per month towards the district insurance plan.

Section B: 403(b)

Staff not eligible for retiree health insurance may participate in the 403(b). The district started an employer match of at least 2% of the base salary in the 2013-2014 school year. Staff who previously selected the retiree health insurance in lieu of the 403(b) and are no longer eligible will have the option to sign up for the 403(b). For these staff members, the district will provide up to 2 years of additional matching with a maximum match of 4% of the base salary each year. The additional match must be completed by the end of the 2018-2019 contract year. (Revised 3/2016)

ARTICLE 6. INSURANCE & FRINGE BENEFITS

SECTION A. MEDICAL INSURANCE

1. Beginning January 1, 2017, the Board of Education will contract with the State of Kansas Group Health Insurance Program. The HNEA and USD 489 BOE agree to continue the contract with the State of Kansas Non State Group Health Plans for the 3-year period of 2017-2019. The Board of Education, in its discretion, will select the health insurance plan provider subject to the negotiations benefits.
2. The district will continue to pay the full cost of the single health insurance premium for full time employees, and 55% of the cost of the dependent coverage as required by the State of Kansas KHPA health insurance plan. If the employee does not participate in the KHPA incentive program (survey + required points), non-participation will result in a payroll reduction to collect the discounted difference.(Revised 9/2016)

SECTION B. FRINGE BENEFIT PLAN

1. A flexible fringe benefit program shall be established to comply with Section 125 of the Internal Revenue Code.
2. These funds may be used to provide the following benefits selected by each teacher:
 - a) Cash Option
 - b) Group Health Insurance (additional premium beyond the single health plan provided by USD 489)
 - c) Salary Protection Insurance
 - d) Cancer insurance
 - e) Dependent Care Reimbursement
 - f) Medical Expense Reimbursement (Revised 4/1/97)

SECTION C. TERM LIFE INSURANCE

The Board of Education will furnish to all full-time teachers a \$10,000 term life and accidental death policy. (Nego. 84-85) Teachers will have the option of purchasing an additional \$40,000 of term life through payroll deduction. (Nego. 87-88)

ARTICLE 7. GRIEVANCE PROCEDURE

SECTION A. DEFINITIONS

Grievance: A complaint by a teacher, a group of teachers or the Association based on an alleged violation of a negotiated agreement between the Hays-NEA and the Board of Education, or the "terms and conditions of professional service," as defined in the Professional Negotiations Act, KSA 72-5413 ET. Seq. (Nego. 83-84)

Aggrieved Person: The person, persons, or the Association making the complaint.

Party in Interest: The person, persons, or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

Days: Except when otherwise indicated, days shall mean working days.

SECTION B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting teachers.

SECTION C. PROCEDURE

1. Level One: a) Within twenty (20) days from the date of awareness of a problem, the aggrieved person may file a grievance in writing with his/her principal or other immediate supervisor. A copy will be forwarded to the Association. b) Within five (5) school days after receipt of the written grievance by the principal, the principal will meet with the aggrieved person and his/her representative in an effort to resolve the grievance. The principal shall submit his/her decision in writing to the aggrieved person within five (5) school days after the meeting.
2. Level Two: a) If the aggrieved person is not satisfied with the disposition of his/her grievance at level One, he/she may file the grievance within ten (10) school days of the Level One response and with the superintendent or his/her designee. A copy will be forwarded to the Association. b) Within five (5) days after receipt of the written grievance, the superintendent or his/her designee will meet the aggrieved person and his/her representative in an effort to resolve the grievance. The superintendent shall submit his/her decision in writing to the aggrieved person.
3. Level Three: a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the grievant may appeal the grievance for a hearing with the Board of Education. The hearing with the board will be held within thirty (30) days of the appeal to the board, or at a mutually agreed upon time. This hearing with the Board of Education shall be held in Executive Session. Within

ten (10) days of the hearing, the Board of Education shall render its decision in writing to the aggrieved person, the Association, and the superintendent.

4. Level Four: a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the grievant may submit the grievance to the superintendent of schools with a request for arbitration to be conducted by a mutually agreed-upon arbitrator. This action must be completed within ten (10) days of the receipt of the written decision of the Board of Education. (b) Within ten (10) days after receiving the request, the superintendent, the grievant and/or his/her representative will make arrangements for the grievance to be heard by a mutually agreed-upon arbitrator. c) It will be recommended to the arbitrator that a written decision should be made within fifteen (15) school days of the appointment. The written decision shall be delivered to the Board of Education, superintendent, the association, and the aggrieved person. This decision is binding. d) The cost of the arbitrator will be borne by the non-prevailing party. (Revised 3/2016)

SECTION D. RIGHTS OF TEACHERS TO REPRESENTATION

No reprisals of any kind will be taken by the board or the administration against any participant in the grievance procedure by reason of such participation.

A teacher may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Grievance Representative selected by the association. If a teacher is not represented by the association, the association shall have the right to be present and to state its views at all stages of the grievance procedure.

SECTION E. MISCELLANEOUS

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event 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.
3. If the board or any of its administrative staff do not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy he/she is seeking.
4. If, in the judgment of the association, a grievance affects a group or class of teachers, the association may initiate and submit such grievance in writing to the superintendent directly and the processing of such grievance will commence at Level

Two. The association may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved person who wishes to do so.

5. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, setting forth the decision and the reasons thereof and will be transmitted promptly to all parties in interest and to the association or its designee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Level Four.

6. When it is necessary for the association or its representatives to investigate a grievance or attend a grievance meeting or hearing during the school day, they will, upon notice to the principal or immediate supervisor, be released without loss of pay. Any employee whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right.

7. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

8. Forms for filing grievances (Grievance Report Form and instructions for filling out are located in the Appendix), serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the board and the association and given appropriate distribution by the association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the board. (Nego. 82-83)

ARTICLE 8. DISCIPLINARY PROCEDURES

SECTION A. PROCEDURE, CAUSE AND RESULTS

The USD 489 BOE and HNEA Negotiation Members agree to the following disciplinary procedure:

The purpose of this discipline policy is to correct inappropriate professional behavior and not to punish employees. The parties recognize the right of the administration and board to discipline a teacher for cause. Discipline shall be applied in a fair and equitable manner under this policy. The parties understand that the professional employee can file a grievance under Article 7 of the Negotiated Agreement. However, the filing of a grievance by itself does not prevent the processing of any disciplinary action simply by filing. A filed grievance that is decided in favor of the professional employee can stop or reverse the actions taken in a disciplinary action. The evaluation process and the discipline process are not intended to intertwine in standard practice.

Superintendent's Authority to Act

Whether so noted in the board policy manual or not, policy violations by any employee that are severe, cause harm or endanger another person may be deemed severe enough by the superintendent to go directly to step 4 of this section (Conference for Suspension with Pay). Such suspensions may ultimately be the first step in terminating the employee. The suspension of a professional employee shall be reported to the Board.

Cause

Cause is defined as any violation of district policy, procedure, practice or administrative directive that is intended to promote efficient and effective school operation. Where district policy and procedure are written, the district will provide a copy of the policy or procedure violated. In the instance of practice or administration directive, such practices should be common knowledge amongst professional employees in the same attendance center and should be relevant, ethical and not arbitrary in nature.

Response to Cause (Investigation)

To respond to an issue of cause, an investigation must take place and substantial evidence must be gathered before any discipline can occur. Administrators may have evidence of cause based on their own interactions with the professional employee. In this case, the administrator may move directly to a meeting with the professional employee.

Complaints by staff, students or community members may provide cause for an investigation to occur. At some point in the investigation, the administrator must meet with the professional employee to review the issue. If the administrator deems that a complaint was not important enough to bring to the professional employee's attention at the time of its occurrence, it shall not become part of any future complaint. A teacher will be notified of the substance of any complaint and by whom it was submitted if the complaint is to be used in the disciplinary process.

When the administrator meets with the employee, the following should occur:

The administrator shall notify the professional employee of the purpose and topic of the meeting with sufficient notice to allow the professional employee to locate

representation to join them in the meeting should they desire to do so. A professional employee may decide to request representation at any point in the disciplinary process. The employee may request a short delay in the meeting time to allow their chosen representative to plan to be in attendance.

The employee will be given the opportunity to respond to the allegation or allegations presented.

Resulting Action

In the event that cause has been established, the administration shall undertake the appropriate action based on the severity of the behavior that requires disciplinary corrective action. Corrective disciplinary actions shall take the following forms and progress based on severity or repetition of behavior. Administrators shall not act capriciously when investigating for cause or implementing discipline. If the professional employee is unhappy with the dispensation by the administrator, they may appeal to the superintendent.

1. **Warning:** The administration share concern(s) with the employee. A formal written record will be placed in the employee's personnel file.
2. **Informal Conference:** The administration share concern(s) with the professional employee and the employee has the opportunity to respond. A written summary of the conference shall be provided to the employee and will be placed in the professional employee's personnel file. The employee may respond to the summary within ten (10) working days and the response shall be placed in the professional employee's personnel file.
3. **Conference with Written Reprimand:** The professional employee receives a signed and dated written reprimand which may include a plan of improvement which includes a method of monitoring the behavior. A copy shall be placed in the professional employee's personnel file. The employee may respond to the summary within ten (10) working days and the response shall be placed in the professional employee's personnel file.
4. **Conference for Suspension with Pay:** The professional employee is suspended with pay. All documents shall be placed in the personnel file. The professional employee has the right to respond to the documentation within ten (10) working days and the response shall be placed in the professional employee's personnel file.
5. **Conference for Termination:** The professional employee's contract is terminated. The employee has the right to respond to all documents regarding this action. (Revised 3/2016)

ARTICLE 9. TEACHER RESIGNATION

SECTION A. RESIGNATIONS

Licensed professional staff members who desire to terminate employment must submit a written resignation addressed to the Superintendent of Schools. (Adopted 2/16/81)

SECTION B. EXIT INTERVIEWS

During the last month of employment the Superintendent of Schools will conduct an exit interview with the terminating employee. The purpose of the interview is to receive constructive criticism from the employee and to reaffirm the reasons for termination. (Adopted 2/16/81)

SECTION C. RELEASE FROM CONTRACT/LIQUIDATED DAMAGES

Whenever a teacher wishes to be released from his/her contract for the coming school year after the notice date required of teachers in K.S.A. 72-5437, he/she will make such request in writing to the Superintendent. A teacher will be released from his/her contract subject to payment of liquidated damages as follows:

For late resignations tendered on or before June 30--\$500.00

For late resignations tendered from July 1 to July 31--\$1,000.00

For late resignations tendered from and after August 1 until the day before school starts—\$1,500.00.

The Board of Education in its discretion may waive payment of liquidated damages upon a finding of good cause which may include a family illness/death or a spouse's job relocation. In the event the teacher resigns from employment without compliance with this Article, the Board of Education may request the Professional Practices Commission suspend the teacher's license. (Neg. 2016/17)

ARTICLE 10. TERMINATION & NON-RENEWAL

SECTION A. NON-RENEWAL OF CONTRACT

If a teacher is not to be re-employed for the next school year, the Board of Education shall provide a written notice thereof as per K.S.A. 72-5437 (currently on or before the third Friday in May). Whenever a teacher who has taught five or more continuous years in the district 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 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 shall have the right to have counsel present. 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. (Revised 3/2016)

SECTION B. DISMISSAL OF TEACHER WITHIN THE CONTRACT YEAR

The Board of Education reserves the right to terminate a contract for unprofessional conduct, cruelty, immorality, negligence, or incompetence upon written notice specifying the reasons thereof. The teacher shall be entitled to all due process rights as afforded by law. (Modified 2016/17)

SECTION C. SENIORITY

Seniority means the status of employees with respect to total length of service with the employer.

Seniority will be computed from the employee's date of employment, i.e., date contract is signed by the employee. In the event two or more employees sign contracts on the same date, seniority among those employees will be established by an immediate drawing-of-lots.

The Board shall maintain a current seniority list and provide a copy to the association not later than October 1 of each school year.

Seniority will not be broken and will continue to accrue during:

- Time lost because of an occupation-related accident or disease compensable under existing law or this agreement;
- Leaves of absence, whether paid or unpaid, as set forth in this agreement, approved by the Board or authorized under statutory entitlement;

- The use of sick leave;
- Leaves of absence permitting an association representative to perform association business; and
- While released but eligible for recall under the terms of this agreement.

Subsection 1. Break in Service

For employees who leave the district because of a reduction-in-force, as described below, seniority will be computed from the employee's first date of hire.

For employees who qualify for Long Term Leave Without Advancement and Without Pay, seniority will be computed from the first hire date minus the year(s) that the employee spends on Long Term Leave.

For employees who leave the district of their own free will and are later re-employed, seniority will be computed from the date of re-employment.

SECTION D. PROCEDURES FOR REDUCTIONS FOR REDUCTION-IN-FORCE

In the event a reduction-in-force (RIF) becomes necessary, The Board will first attempt to accomplish such reduction-in-force through attrition.

If attrition does not accomplish the Board's approved staff reduction, the following procedures will be followed in the identification of professional employees to be released and their order of displacement:

1. The first criteria to be applied will be licensure. All professional employees to be continued, must be licensed for the position(s) assigned. Professional employees who are not properly licensed will be considered for release.
2. Next, the criteria of seniority will be applied. In the event two or more employees are licensed, the least senior employee based upon the seniority roster will be released first.
(Modified 2016/17)

SECTION E. RECALL RIGHTS

Professional employees released due to a reduction-in-force shall have rights to recall, i.e., re-employment for two years from the first contract day of the year after their release.

During the two years of a right-to-recall, an employee may lose such rights as follows:

- An employee may waive such rights in writing to the superintendent of schools;
- If an employee refuses to accept a full-time position offered by the Board for which the employee is licensed, the employee's right-to-recall will terminate upon such refusal; or

- If an employee waiting for recall fails to notify the superintendent in writing between March 10 and April 10 of each year of the employee's desire to retain the right-to-recall for the remainder of the recall period, the employee's right-to-recall will be terminated.

No employee will lose their right-to-recall if they secure other employment following their release.

No new or substitute appointments shall be made by the Board while there are employees available with recall rights who are licensed to fill the vacancies.

The right-to-recall secures for the employee the right to be given full salary, related benefits and experience accrued prior to release from employment if recalled.

ARTICLE 11. RE-EMPLOYMENT

SECTION A. RE-EMPLOYMENT

The credentials, qualifications, and records of past performance of teachers previously employed by the district and seeking re-employment in the district will be given consideration.

Former professional employees who left in “good standing” may request that Hays-NEA notify building administrator(s) and the superintendent of their candidacy for re-employment.

SECTION B. RECALL PROCEDURES

Employees who have been released due to reduction-in-force must notify the superintendent in writing between March 10 and April 10 of each year to retain the right to recall.

Recall will be initiated immediately upon the existence of a vacancy in the district.

The individual professional employees released and who are entitled to recall will be notified of all staff vacancies as they occur.

Employees who were released shall be offered recall in reverse order of release: Last employees selected for release will be the first employees offered recall to vacant positions which they are licensed to fill.

ARTICLE 12. TERMS OF THE INDIVIDUAL CONTRACT

SECTION A. CONTRACT REQUIREMENTS

All licensed professional personnel must sign a contract approved by the Board of Education to indicate the acceptance of the position.

The contract period will be in accordance with Article 2. Hours and Amounts of Work, Section C. Standard Contract Duty Year which will include, 174 student-teacher contact days each to be six (6) hours and thirty (30) minutes long, two (2) of the four (4) in-service days, two (2) parent-teacher conference days, and two (2) inclement weather days plus three (3) orientation or work days and the remaining two (2) in-service days making a total of 179 standard contract duty days. Time scheduled over the state prescribed minimum instructional time will appear on the calendar as "snow" days and, if necessary, will be used to make up missed time.

The twelve (12) monthly payments described in the contract will be made on the 25th day of the month. If the 25th day of the month is on a weekend or a holiday, pay will be the last day preceding the same. In the event that scheduled payroll would fall more than four (4) days ahead of the 25th day of the month, checks will be mailed so that they will arrive on the 25th or staff members who will need their paycheck before the 25th will have to provide the central office a self-addressed envelope plus a deposit slip and the check will be mailed to the appropriate bank or savings institution. Teachers will be reimbursed for all hourly extra duty/extra pay assignments on the pay day immediately following the month in which the assignment was performed.

The re-employment of all teachers shall be acted upon at the first meeting in April of each year (4.312). The employment contracts will be delivered upon the completion of the negotiations process. The salary, assignment, and beginning date of the contracted term will appear on said contract. The contract of all teachers will be for a period determined by the school calendar adopted by the board. (Nego. 83-84)

SECTION B. CONTINUING CONTRACT

In accordance with the continuing contract law, the Board of Education shall give written notice through the Clerk of the Board of Education as per K.S.A. 72-5437 (currently on or before the third Friday in May) to any teacher whose contract it does not wish to renew. Teachers shall notify the Board of Education in writing as per K.S.A. 72-5437 (currently on or before the 14th calendar day following the third Friday in May) through the superintendent of their intent not to remain in the system. (Nego. 2011-12)

SECTION C. RELEASE FROM CONTRACT

Teachers will be released by the district from contractual obligations after the date established in the previous section B, and upon written request when suitable replacement is found. (Revised 85-86)

SECTION D. CRIMINAL HISTORY RECORDS CHECK

Employment is provisional pending results of a criminal history records check.

SECTION E. CONTRACT FOR EXTRA DUTY

All supplemental duties assigned to teachers which are included in the extra duty/extra pay salary schedule must be assigned by the Board of Education and agreed to by the staff member with the exception of short-term assignments. The short term assignments are defined as supervising at student activities during the school day and substitute teaching assignments. With the exception of short-term assignments, all extra duty assignments will be assigned by supplemental contract agreements which are signed by the teacher and the Board of Education president. Supplemental contracts are renewable at the option of the staff member and the Board of Education. The lengths of the contract will be one (1) year and are not subject to the continuing contract law, KSA 75-5412A. (Nego. 82-83)

SECTION F. REQUIRED RECORDS

Each licensed professional staff member is required to supply the following records and information for the files in the Board of Education office:

1. Transcript of Credit - all college credits on file prior to payment for services. Section E. Required Records (cont.)
2. Teacher Retirement Number - a retirement number on file or evidence of an application for said number prior to payment for services.
3. Health Certificate - valid health certificate must be on file at the Central Office.
4. Withholding Certificates - current state and federal withholding certificates on file with the payroll department prior to payment for services.
5. Teaching License - a current valid Kansas Teacher's License within the area(s) of assignment. Said license or evidence of an allowable submitted application must be on file prior to payment for services. (Adopted 2/16/87)

SECTION G. SUMMER SCHOOL CONTRACTS

A separate contract called Summer School Contract will be issued to personnel assigned to teach summer school. There will be an addendum to the contract that includes a job description. (See Article 2, Section F.) (94-95)

TEACHER'S CONTRACT

**Unified School District No. 489
Ellis County, Kansas**

THIS CONTRACT, entered into this ____ day of _____, 20____, by and between Unified School District No. 489, Ellis County, Kansas,

hereinafter called "Board", and _____, hereinafter called "Teacher".

1. The parties hereunto agree that the Teacher is employed in the position of _____, and is to perform the duties of such position for the school year 20____ at the yearly contract salary of \$_____ on the basis of the adopted calendar to be paid in not less than twelve (12) substantially equal installments, paid once each month commencing in September of the school year.

2. This contract is subject to the following conditions:

A. The Teacher shall perform the duties and services necessary to the position for which employed, shall make and file reports required by the board or Superintendent, shall cooperate with the administrators in the development and execution of the teaching program, and shall perform such other services as may be mutually agreed upon by the Board and Teacher.

B. Teacher assignments in the area of curriculum shall be considered a part of this contract.

C. This contract is contingent upon the Teacher being and remaining licensed during the term of employment hereunder with respect to the position for which employed, as provided by law and regulations of the State Board of Education.

D. In the event the employment of Teacher hereunder should be terminated, as provided by law, prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of an amount which, together with the compensation heretofore paid, shall be equal in the same proportion of the total salary above specified as the number of days of actual duty prior to the effective date of termination shall bear to the number of duty days of the school year as defined in Paragraph One of this contract and further defined and scheduled by the Board Policy Handbook.

E. The Teacher and Board expressly agree that the policies and regulations which are established and the Board Policy Handbook, and which are applicable to Teachers, shall be a part hereof.

F. This contract is subject to the laws of the State of Kansas.

This contract recommended by the Superintendent of Schools and approved and accepted by the Board of Education on _____.

WITNESS OUR HANDS the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 489
Ellis County, Kansas

By: _____, President

_____, Clerk

This contract approved and accepted by Teacher on

_____, Teacher

SUPPLEMENTAL TEACHER'S CONTRACT

This contract is made and entered into this _____ day of _____, 20_____, by and between the Board of Education of Unified School District No. 489, Ellis County, State of Kansas, hereinafter called "Board" and _____, hereinafter called "Teacher."

The parties hereto agree that Teacher shall be employed by Board as an employee of said Unified School District No. 489, Ellis County, Kansas for the school year 20 ____, as defined and scheduled by Board, which shall include the following:

Supplemental Assignment

Salary

- 1.
- 2.
- 3.
- 4.

Said salary is payable in twelve equal monthly payments commencing _____, 20 ____.

Pursuant to K.S.A. 72-5412a, this contract is supplemental to the provisions of the Teacher's Basic contract, a copy of which is attached hereto but is not a part thereof.

WITNESS OUR HANDS on the day and year first written.

UNIFIED SCHOOL DISTRICT NO. 489
ELLIS COUNTY, STATE OF KANSAS

BY: _____ President, Board of Education
(By Authority and Direction)

Teacher

Attest: _____
Clerk, Board of Education

Filed _____, 20_____.

SUMMER SCHOOL TEACHER'S CONTRACT

This contract is made and entered into this _____day of____, 20____, by and between the Board of Education of Unified School District No. 489, Ellis County, State of Kansas, hereinafter called "Board" and _____, hereinafter called "Teacher."

The parties hereto agree that Teacher shall be employed by Board as an employee of said Unified School District No. 489, Ellis County, Kansas for the summer school session 20____, as defined and scheduled by Board, which shall include the following:

Summer School Teaching Assignment(s):

Salary:

- 1.
- 2.
- 3.

Said Salary will be paid in June and July, 20 ____.

WITNESS OUR HANDS on the day and year first written.

UNIFIED SCHOOL DISTRICT NO. 489
ELLIS COUNTY, STATE OF KANSAS

BY:

President, Board of Education
(By Authority and Direction)

Teacher

Attest:

Clerk, Board of Education

Filed _____, 20 _____.

SECTION A. INTRODUCTION

The purpose of the staff evaluation is to reflect a shared commitment and responsibility by Educators and Administrators to evaluate classroom practices and instruction. In education, an evaluation is used to assess performance and facilitate professional growth which is needed for increased student achievement and learning.

SECTION B. EVALUATION GUIDELINES

1. All evaluation procedures shall meet the minimum requirements of KSA 72-9001 through 72-9004 as stated below.
 - All first and second year licensed professional employees will be evaluated each semester. The evaluation will be completed prior to the 60th school day of each semester.
 - All third and fourth year licensed professional employees will be evaluated each year. The evaluation process will be completed no later than February 15.
 - After the fourth year of employment, all licensed professional employees will be evaluated at least once every three years prior to February 15 of the evaluation year.
2. Additional timely evaluations may be made at the option of the evaluator or request of the evaluatee.
3. A signed copy of the evaluation is to be filed at the district office and a copy given to the evaluatee. Evaluation instruments and responses thereto are to be maintained in a personnel file for each employee for a period of not less than three (3) years from the date each evaluation is made.
4. Before the evaluation instrument is placed in the employee's personnel file, the employee shall have the opportunity to review the completed evaluation form with the evaluator in a private conference and discuss any aspect of the evaluation in this private conference. Within one (1) week after the evaluator's observation, a time shall be mutually agreed upon for the evaluator/evaluatee conference. Signatures by the evaluator and the evaluatee will indicate the review has taken place and will not necessarily indicate agreement with the evaluation. The evaluatee may respond thereto in writing, at any time not later than two (2) weeks after the private conference.
5. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the board while in session, the administrative staff making the same, the State Board of Education as provided in KSA 72-7515, the board and the administrative staff of any school to which such employee applies for employment, and all other persons specified by the employee in writing to the Superintendent. The right of

inspection shall not extend to pre-employment information which has been *closed*.

6. A copy of any derogatory material placed in a teacher's file shall be furnished to the subjected teacher within seven (7) days and the teacher shall have the right to answer the same. The answer shall be affixed to the material and placed with it in the teacher's file.
7. Information pertaining to professional performance may be placed in the employee's personnel file when appropriate. (Nego. 83-84)
8. The evaluation of licensed professional staff members may be used in the determination of the status of employment. (Revised 2/16/81)
9. Monitoring devices may not be used for evaluation purposes without the employee's prior consent.

SECTION C. EVALUATION DESIGN

USD 489 will utilize the e4E Evaluation Tool designed by Southwest Plains Regional Service Center (SWPRSC) for teacher evaluation. *See forms in Appendix.

1. Purpose: The four (4) Elements of an Effective Educator's Evaluation tool will
 - Serve as a means to improve the effectiveness of the Educator by identifying strengths and areas for improvement
 - Provide continued evaluation of an Educator's teaching practice
 - Assist educators in self-reflection to improve teaching practices
 - Provide Administrators with information to aid in personnel decisions
 - Serve as a process for Educator development and Administrator professional growth and
 - Align with local and state goals or improved Educator performance.
2. Design: The e4E tool is comprised of four elements:
 - The Learner
 - The Knowledge Base
 - The Instruction
 - The Professional

All four elements are intertwined and are critical for effective Educator performance leading to increased student learning. Standards aligned with each element help implement the criteria listed in each. The Interstate Teacher Assessment and Support Consortium (InTASC) helped provide guidance on those areas to be measured by the Educator evaluation process.

The four elements represent the four main areas considered for evaluation. Within each element are standards specific to that element. Each standard has a set of rubrics identifying the criteria of that standard. The criteria in each rubric are separated into four levels so performance:

- Novice Educator

- Developing Educator
- Proficient Educator
- Distinguished Educator

The 'Distinguished Educator' level represents the peak performance of an Educator in a classroom, and it is our goal that all Educators aspire to reach this highest level of professional accomplishment.

3. Four (4) Elements:

- *#1 - THE LEARNER:* Effective Educators carry high expectations for their students and develop lessons that will engage and challenge them. Their classrooms are places where positive interactions occur between the Educator and student and between student and student. Effective Educators understand how their students' learning develops and plan instruction that is appropriate and individualized to meet the students' academic needs. The effective Educator creates a safe, respectful, and academically challenging classroom for their students.
- *#2 - THE KNOWLEDGE BASE:* The educator knows and comprehends the major concepts of his or her discipline and the appropriate tools of inquiry related to the discipline they teach. They stay abreast of relevant developments in the discipline and adjust taught curriculum to ensure students are engaged in current topics and skills in up to date contexts. Educators must have a deep knowledge of their discipline and be able to translate that knowledge into relevant learning objectives for students. Learning experiences are created that make this knowledge accessible, relevant, and meaningful for students and assures there is distinguished mastery of the content.
- *#3 - THE INSTRUCTION:* Effective Educators understand the need for planning instructional lessons that are developmentally appropriate, engaging, and challenging for students. Effective Educators use a variety of instructional methods and strategies to engage students in learning and provide multiple and diverse opportunities for students with individual learning needs to practice and master content skills and knowledge. Effective Educators use multiple types of assessments to gauge students' achievement and then use the student data to modify and improve instruction.
- *#4 - THE PROFESSIONALISM:* Effective Educators engage in ongoing professional learning and uses that knowledge to reflect and continually evaluate his or her practice. The knowledge gained is used to modify their practice to meet the needs of each student. Effective Educators take an active role on the instructional team by giving and receiving feedback on their practice from all stakeholders (students, parents, colleagues, and administrators). Effective Educators work collaboratively with all groups to establish mutual expectations and goals for students. The Professional Educator completes records in a timely and accurate manner and displays honesty and integrity in interactions with students, parents, colleagues, administrators, and the public.

Step 1: Review of Evaluation Process

- At the beginning of the school year a general overview of the evaluation process is provided to all educators in the building.
A more detailed orientation is provided for those educators who will be evaluated during the school year.

Educators within 1-2 years of employment with the district.

All first and second year licensed professional employees will be evaluated each semester. The evaluation will be completed prior to the 60th school day of each semester.

Educators with 3-4 years of employment with the district.

All third and fourth year licensed professional employees will be evaluated each year. The evaluation process will be completed prior to February 15.

Educators with at least 4 years of employment with the district.

After the fourth year of employment, all licensed professional employees will be evaluated at least once every three years prior to February 15 of their evaluation year.

<p>Step 2: -</p>	<p>Goal Setting/Individual Development Plan</p> <p>The following activities will occur throughout the school year in which the educator will be evaluated.</p> <ul style="list-style-type: none"> • The Educator and Evaluator will meet at the beginning of the year to discuss goals of the Educator. The Educator will complete the Goal Setting Form. (Conference Form may be used.) • The Evaluator will meet with the Educator mid-year to discuss goal progress. (Goal Progress Report and/or Conference Form may be used.) <p>The Evaluator and Educator will discuss goal progress during the Final/Summative Evaluation conference. (Goal Progress Report and/or Conference Form may be used.)</p>	<p>Goal Setting/Individual Development Plan</p> <p>The following activities will occur throughout the school year in which the educator will be evaluated.</p> <ul style="list-style-type: none"> • The Educator and Evaluator will meet at the beginning of the year to discuss goals of the Educator. The Educator will complete the Goal Setting Form. (Conference Form may be used.) • The Evaluator will meet with the Educator mid-year to discuss goal progress. (Goal Progress Report and/or Conference Form may be used.) <p>The Evaluator and Educator will discuss goal progress during the Final/Summative Evaluation conference. (Goal Progress Report and/or Conference Form may be used.)</p>	<p>Goal Setting/Individual Development Plan</p> <p>The following activities will occur throughout the school year in which the educator will be evaluated.</p> <ul style="list-style-type: none"> • The Educator and Evaluator will meet at the beginning of the year to discuss goals of the Educator. The Educator will complete the Goal Setting Form. (Conference Form may be used.) • The Evaluator will meet with the Educator mid-year to discuss goal progress. (Goal Progress Report and/or Conference Form may be used.) • The Evaluator and Educator will discuss goal progress during the Final/Summative Evaluation conference. (Goal Progress Report and/or Conference Form may be used.)
<p>Step 3</p>	<p>Observation</p> <p>The following activities will occur throughout the school year in which the educator will be evaluated, but prior to the educator's evaluation.</p> <ul style="list-style-type: none"> • At least one informal observation will be conducted during the first sixty (60) days of the first semester <i>and</i> within the first sixty (60) days of the second semester. (e4E Walk-Through Tool; Other) • At least one formal observation will be conducted during the first sixty (60) days of the 	<p>Observation</p> <p>The following activities will occur throughout the school year in which the educator will be evaluated, but prior to the educator's evaluation.</p> <ul style="list-style-type: none"> • At least one informal observation will be conducted during the school year of the educator's evaluation year. (e4E Walk-Through Tool; Other) • At least one formal observation will be conducted during the school year of the educator's evaluation year. A pre and post observation conference 	<p>Observation</p> <p>The following activities will occur throughout the three-year cycle in which the educator will be evaluated, but prior to the educator's evaluation.</p> <ul style="list-style-type: none"> • At least one informal observation will be conducted during the school year of the educator's evaluation year. (e4E Walk-Through Tool; Other) • At least one formal observation will be conducted during

	<p>first semester <i>and</i> within the first sixty (60) days of the second semester. A pre and post observation conference is scheduled and conducted with each formal observation. <u>(Evaluation Form; Conference Form)</u></p>	<p>is scheduled and conducted with the formal observation. <u>(Evaluation Form; Conference Form)</u></p>	<p>the school year of the educator's evaluation year. A pre and post observation conference is scheduled and conducted with the formal observation. <u>(Evaluation Form; Conference Form)</u></p>
<p>Step 4</p>	<p>Final/Summative Evaluation(s) Conference</p> <p>The following activities will occur throughout the school year in which the educator will be evaluated.</p> <ul style="list-style-type: none"> • The Educator and Evaluator will meet to discuss the information listed in the evaluation tool. • The Educator's goals are reviewed and modifications made as needed.(Goal Setting; Goal Progress, and/or Conference Forms may be used) • <u>Evaluation forms</u> must be completed by the 60th day of each semester. 	<p>Final/ Summative Evaluation Conference</p> <p>The following activities will occur throughout the school year in which the educator will be evaluated.</p> <ul style="list-style-type: none"> • The Educator and Evaluator will meet to discuss the information listed in the evaluation tool. • The Educator's goals are reviewed and modifications made as needed.(Goal Setting; Goal Progress, and/or Conference Forms may be used) • <u>Evaluation forms</u> must be completed by February 15 of the evaluation year. 	<p>Final/Summative Evaluation Conference</p> <p>The following activities will occur throughout the school year in which the educator will be evaluated.</p> <ul style="list-style-type: none"> • The Educator and Evaluator will meet to discuss the information listed in the evaluation tool. • The Educator's goals are reviewed and modifications made as needed.(Goal Setting; Goal Progress, and/or Conference Forms may be used) • <u>Evaluation forms</u> must be completed by February 15 of the evaluation year.

Plan of Assistance-- The evaluator and evaluatee will use the tools available in the KEEP2 system (e4E) to identify areas for improvement.

SECTION E. APPENDICES OF FORMS

- Staff/Self Evaluation Form
- Goal Setting
- Goal Progress Report
- Conference Form
- Evaluation Activities
- Evaluation Summary
- Plan of Assistance

**See Forms in Appendix.

ARTICLE 14. RIGHTS AND RESPONSIBILITIES

SECTION A. RESPONSIBILITIES APPLICABLE TO ALL LICENSED PERSONNEL

1. All licensed professional employees are expected to comply with the policies of the Board of Education, the reasonable directives of the district's administration, and the statutes of the State of Kansas.
2. All licensed professional employees are expected to maintain a pattern of positive communications with parents, students, and colleagues.
3. A pattern of behavior that characterizes emotional control and stability in the conduct of duties is to be demonstrated. (Adopted 2/16/81)

SECTION B. PERFORMANCE RESPONSIBILITIES OF CLASSROOM TEACHERS AND OTHER NON-ADMINISTRATIVE PERSONNEL

All classroom teachers and other non-administrative licensed professional personnel shall

1. Plan a program of study that, as much as possible, meets the individual needs, interests, and abilities of students.
 2. Strive to create and maintain the best possible learning environment.
 3. Guide the learning process. The classroom instructor will exercise professional judgment in striving to achieve curricular goals.
 4. Employ available instructional methods and materials appropriate to meeting curricular goals.
 5. Assess the accomplishments of students on a regular basis and provide progress reports as required.
 6. Cooperate with the administration in the development of responsible student behavior.
1. Attend staff meetings and serve on staff committees as reasonably required. (Adopted 2/16/81)

SECTION C. RIGHTS OF LICENSED PROFESSIONAL PERSONNEL

The Board of Education recognizes the professional status of the licensed professional staff and desires to create environmental and working conditions which demonstrate said recognition.

1. All licensed professional personnel in the district are guaranteed the right of due process as defined by court decisions, statutes, and Board of Education policy.
2. All licensed professional personnel are to be treated with respect by all students, fellow employees, and members of the Board of Education.
3. All licensed professional staff members have the right to express their opinions in accordance with their professional ethics on any subject without fear of reprisal.
4. All licensed professional staff members have the right to all benefits as defined by board policy and state statutes.
5. All licensed professional personnel have the right to provide input on any decision that will have an effect on their work or their benefits.
6. All licensed professional personnel have the right to be informed of significant developments or issues being considered by the Board of Education which are not issues specifically designated as exceptions to the "sunshine" law. (Adopted 2/16/81)

ARTICLE 15. OTHER WORKING CONDITIONS

SECTION A. ACADEMIC FREEDOM

The parties agree that academic freedom and its attendant responsibilities are essential to the fulfillment of the purposes of the school system, and acknowledge the fundamental need to protect teachers from censorship or restraint. Teachers shall honestly and fairly present all sides of controversial issues which are relevant to the basic content of the course and shall not, without just cause, restrain the student from independent action in his pursuit of learning and shall not, without just cause, deny the student access to varying points of view.

SECTION B. ADMINISTRATION OF MEDICATION OR MEDICAL SERVICE

1. A professional employee(s) may voluntarily elect to administer medical services/procedures or medication if delegated by a licensed school nurse. Whenever such delegation occurs, the professional employee who volunteers will be accorded the following assistance:
 - a. The school nurse shall assess the student's nursing care needs and a written nursing plan of care shall be provided to the professional employee;
 - b. Any such delegated task(s) will not require the exercise of nursing judgment or intervention;
 - c. The designated unlicensed professional employee shall be identified by name in writing for each delegated task;
 - d. The licensed nurse shall orient and instruct the unlicensed professional employee in the performance of the nursing task(s);
 - e. Specific instruction has been provided to the professional employee for an anticipated health care crisis identified in the nursing care plan;
 - f. The unlicensed professional employee's demonstration of the competency necessary to perform the delegated task shall be documented in writing by the licensed nurse;
 - g. The designated unlicensed person(s) shall co-sign the documentation indicating the person's concurrence with this competency evaluation;
 - h. The licensed nurse shall record and monitor all services;
2. Only nursing task(s) as described below may be delegated:
 - a. The administration of medications only when
 - The initial dose of a medication has been previously administered to the student
 - No administration shall require medication dosage calculation
 - The nursing care plan requires administration by subcutaneous route

- An anticipated health crisis requires administration by intramuscular route.
3. Nursing tasks that may not be delegated include:
 - a. The administration of intravenous medication;
 - b. The administration of medications through intermittent positive pressure breathing machines;
 - c. The administration of drugs through any tube inserted into the body except through an established feeding tube directly inserted into the abdomen.

SECTION C. CHARITY CAMPAIGNS IN THE SCHOOLS

Because of the numerous requests from worthwhile fund raising agencies, and because of the potential demands upon time and energy of district personnel and resources as a result of participating in such campaigns, the district shall not take a direct role in any specific charity campaign other than the United Fund, unless mutually approved by the board and the Association. (Nego. 82-83)

SECTION D. CHURCH NIGHT

By action of the Hays Ministerial Association, and with the approval of the Board of Education, Wednesday night is set aside as church night and, unless a major emergency would arise, no school activity should be scheduled for Wednesday after 6:00 p.m. Any change in schedule for an emergency must be approved by the superintendent.

SECTION E. COMMUNICATIONS BY EMPLOYEES TO THE BOARD OF EDUCATION

Communications concerning school business by the board to employees, and by employees to the board shall be made through the Superintendent of Schools. In the event a teacher makes a request which would require board action, a copy of the communication shall also be sent to the president of the Board of Education.

However, teachers shall not be prohibited in the exercise of their rights under the law to protected speech or concerted activity. Generally, the protected speech involves a matter of public policy, not an institutional problem. (Nego. 82-83)

SECTION F. DRUG-FREE SCHOOLS

There will be teacher representation on any drug-free workplace policy committee and the policy shall be included in the master agreement. And the policy should be included in the master agreement, to wit:

4.820 Drug Free Schools

The unlawful possession, use, or distribution of illicit drugs and alcohol by school employees on school premises or as a part of any school activity is prohibited. This policy is required by the 1989 amendments to the Drug Free Schools and Communities act, P.L. 102-226, 103 St. 1928. (Adopted 7/30/90)

4.821 Employee Conduct

As a condition of continued employment in the district, all employees shall abide by the terms of this policy. Employees shall not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this policy is mandatory. Employees who are found violating the terms of this policy shall be reported to the appropriate law enforcement officers. Additionally, an employee who violates the terms of this policy shall be subject to the following sanctions:

1. Short term suspension with pay.
2. Short term suspension without pay.
3. Long term suspension without pay.
4. Required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program; and/or
5. Termination or dismissal from employment.

Prior to applying sanctions under this policy, employees will be afforded all due process rights to which they are entitled under their contracts, or the provisions of Kansas law. Nothing in this policy is intended to diminish the right of the district to take any other disciplinary action which is provided for in district policies or the negotiated agreement.

If it is agreed that an employee shall enter into and complete a drug education or rehabilitation program, the cost of such a program shall be the responsibility of the employee. Drug and alcohol counseling and rehabilitation programs are available for employees of the district. A list of available programs along with names and addresses of contact persons for the program is on file with the board of education clerk.

Employees are responsible for contacting the directors of the programs to determine the cost and length of the program, and for enrolling in the programs.

A copy of this policy and a list of available drug and alcohol counseling programs shall be provided to all employees. (Adopted 7/30/90)

SECTION G. IN-SERVICE EDUCATION FOR LICENSED STAFF

Sub-Section 1. Professional Development Program

The Board of Education believes professional staff members need to stay current in their respective field of endeavor, and support the concept that in-service education is a pragmatic method of accomplishment of said need.

Each year the board of Education, in the development of the school calendar, will provide time within the calendar for in-service education for the professional staff. The Director of Curriculum will be charged with the responsibility for the coordination and development of the program. It is expected that the Director of Curriculum will solicit input and delegate authority in this endeavor.

Licensed professional staff members will be required to attend and participate in this in-service education program.

Sub-Section 2. In-Service Committee - Professional Development Council

The In-Service Committee - Professional Development Council (PDC) shall develop the district in-service plan, the district in-service goals, the district in-service activities, and the evaluation of the district in-service for professional employees. Twenty (20) persons will serve on the district PDC:

- a. Hays-NEA will facilitate the selection of ten (10) bargaining unit members who will serve on the district PDC and also serve on their building's PDC.
 - Two bargaining unit members representing the senior high level;
 - Two bargaining unit members representing the middle school level;
 - Two bargaining unit members representing the intermediate grade level, i.e., grades 4 and grades 5; and special education;
 - Two bargaining unit members representing the primary grade level, i.e., grades 1, grades 2 and grades 3; and
 - Two bargaining unit members representing the early childhood level, i.e., infant, pre-school and kindergarten.
- b. The Board of Education will facilitate the selection of ten (10) additional persons to serve on the PDC.

All representatives on the district PDC will serve for not more than five years; or until their building's QPA cycle is completed, whichever occurs first."

Sub-Section 3. Voluntary Participation In-Service Education Program

Each year in the budgeting process, the Board of Education will provide funds for an in-service education program for its employees in which participation is voluntary.

The funds budgeted for this program may be expended for substitute personnel salaries, travel, registration, meals, lodging, and other appropriate expenses.

The funds allotted for this program will be budgeted on a program basis to departmental/grade level organizations.

The departmental/grade level organization chairperson, with input from the department membership, will consider and develop recommendations for funding for each request. The criteria to be considered in the development of a recommendation

for funding will be the potential educational value of the request in relationship to the expense of the activity.

All requests recommended for funding at the departmental level will be considered by the appropriate building principal. The principal will develop a recommendation concerning the request based on the potential disruption of the educational process within the building.

By agreement between individual departmental/grade level organizations budgeted funds for in-service education may be shifted between departmental/grade level budgets.

All requests recommended for funding at the building principal level will be considered for funding by Superintendent of Schools and/or the Assistant Superintendent for Finance. The criteria to be considered will be the availability of funds within particular budgets and the compliance of the request with board policy.

Fundable requests for in-service education activities include attending conventions of professional education organizations in which the licensed professional staff member holds current membership, attending seminars in the appropriate field sponsored by professional education organizations or government institutions, visiting other public or parochial schools for an appropriate stated purpose, or attending other appropriate activities as approved by the Superintendent of Schools.

Following participation in an in-service activity within the guidelines of this policy, a report will be developed and distributed to appropriate staff members as determined by the departmental organization and/or the Superintendent of Schools. (Revised 5/29/81)

SECTION H. LABOR-MANAGEMENT COMMITTEE

A Labor/Management Committee, composed of members of the bargaining team, will meet for the purpose of discussing and resolving issues during the time the bargaining team is not in session. The Labor/Management Committee will meet – at a minimum- once in September, once in November and once in January, with the possibility of meeting whenever needed. Decisions of the labor/management committee will, upon ratification by the teachers and the board of education, be added to the bargaining agreement. (Revised 2000-01)

SECTION I. PROTECTION FROM PERSONAL ATTACK, VANDALISM AND THEFT

Any professional employee who feels that his or her personal safety or property has been threatened in connection with his or her employment by Unified School District 489 needs to notify his or her principal as soon as possible. If a principal is involved, the complaint should be handled at the next administrative level. The threat may be physical, or it may be conveyed through any means of communications.

The administration shall investigate the alleged threat as soon as possible and report back to the professional employee within five working days. Possible consequences of threatening behavior include but are not limited to:

- notification to the police;
- short-term suspension;
- long-term suspension;
- peer counseling;
- referral to outside agencies;
- counseling;
- restitution;
- mediation;
- release time;
- referral to building evaluation teams (i.e., THOT, SWAT, etc.);
- alternative placement; and
- notification of parents.

If the offended professional employee is not satisfied with the resolution, they should so inform the administrator and, if a workable solution is not realized, the next step is referral to the grievance procedure as outlined in ARTICLE 7. GRIEVANCE PROCEDURE in this Master Agreement.

SECTION J. PERSONNEL FILES

A personnel folder for each employee will be kept in the superintendent's office. Employees shall have access to their personnel folders with the exception of material that they have requested remain confidential. Employees may provide answers to any material in the file to which they object. Said answers will become a part of the personnel file. A teacher may submit a written request to the Superintendent for removal of materials from their personnel file. If approved by the administration, it can be removed and released to the requesting teacher or destroyed. Material removal may be denied at the discretion of the administration.

Employees are responsible for providing the following updated information to the Human Resource Department for inclusion in the file:

1. A complete application form.
2. A copy of the teaching license from the Kansas State Department of Education.
3. A transcript of all college and graduate work.
4. Retirement System of Kansas's membership number or application for number.
5. Federal and state withholding tax exemption certificates.
6. Social security number.
7. Health certificate.

SECTION K. POLITICAL ACTIVITIES OF PROFESSIONAL EMPLOYEES

1. There are some hazards connected with partisan activity by all public employees, and some specialized kinds of hazards for those who have daily contacts with children and adolescents whose parents have a wide variety of political views. Uncertainty of teachers about embarrassing themselves has had the effect of limiting the political activities of teachers. The purpose of this policy is to make clear what teachers can and cannot do with impunity when engaging in partisan political activity.

2. Political activities of teachers, as supported by the superintendent and Board of Education:

a. Teachers may publicly campaign for candidates of their choice in local, county, state and national elections, both primary and general, to any extent that does not interfere with the proper performance of their school duties.

b. Teachers may seek election and may hold political offices that do not interfere with the performances of their responsibilities to the school system. An example of such an office might be that of precinct committee person.

c. Before deciding to seek offices which would interfere with the performance of the duties for which teachers are under contract, they must reach an agreement with the school board on matters of salary, time to be away from duty and all other matters relating to interference with the performance of regular school duties.

3. Limitations of political activity of teachers and what they should not do:

a. School time, school facilities, school supplies, or school equipment shall not be used by teachers in the performance of partisan political activity.

b. Personal partisan political views shall not be expressed to students in their classes or at other times on school premises or in connection with school sponsored events.

SECTION L. PROFESSIONAL EMPLOYEES ACTING AS COMMERCIAL AGENTS

Teachers shall not act as agents or accept commissions, royalties or other awards for books, equipment, or other school materials, the selection or purchase of which they may influence provided, however, that this shall not prohibit teachers from writing for gain.

SECTION M. SECTARIAN DOCTRINE

No sectarian doctrine shall be taught or inculcated in any of the public schools of the district.

SECTION N. TRANSFERS

Sub-Section 1. Involuntary Transfers

If a teacher must be transferred due to contingencies, the Board of Education will give said teacher consideration for any other available assignment for which the teacher is licensed. (Revised 2/16/81)

Any teacher involuntarily transferred after June 1, shall receive 2.62% of the inverted base. The Hays-NEA President shall be notified of all involuntary transfers that occur after June 1.

Any teacher involuntarily transferred will be given an explanation, by the principal losing the teacher, as to why they were transferred. The explanation should contain the factors that led those making the decision to make it. If, after hearing the explanation, he/she may ask to meet with the Director of Curriculum. The director will provide another explanation containing the factors that led to the decision to transfer the teacher. (Neg. 2003 -04)

Sub-Section 2. Voluntary Transfers

When a teaching vacancy occurs, the staff will be made aware of the vacancy through internal notifications via email or other internal processes. The online applicant portal shall be used for the online application process.

Six (6) working days from the time of notification of vacancy, the board may fill the vacancy. During this time period, internal requests for transfer will be made through the online application portal. These requests shall be handled confidentially by administration until such time that the applicant is a finalist for the position (Nego. 83-84/ Modified 2016-17)

SECTION O. INTELLECTUAL PROPERTY POLICY

A. Independent Efforts

A work made in the course of independent efforts is the property of the employee, who has the right to determine the disposition of such work and shall be exclusively entitled to the revenue derived from such work.

Independent Effort means:

1. the idea came from the employee
2. the work was not made with the use of school district support, equipment or time,
3. the school district is not held responsible for any opinions expressed in the work.

B. Supported Efforts

If the work was not made in the course of independent efforts, the work is the property of the employee, but the school district reserves the right to always use the work in the school district setting.

This would include works created:

1. with the support of the school district's time and/or resources,
or
2. as part of the individual employee's assigned role and expected tasks.

C. Development and Marketing

It is understood that no school employee will engage in the development or marketing of works during school district time, which do not benefit the school district.

It is also understood that school district resources, including equipment, Supplies, and facilities, will not be used for personal gain or marketing of a work.

D. Definitions

A "work" includes but is not limited to any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawing, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works.

SECTION P. ACTIVITY PASSES

Photo IDs will be issued to all teachers. The ID will serve as each teacher's activity pass.

Passes for Hays High teachers will allow for the teacher and the teacher's immediate family to gain admittance free of charge to Hays High activities.

Passes for all other district teachers will allow for the teacher and one guest to gain admittance free of charge to Hays High activities.

The passes would not allow free admittance to tournaments, plays, etc.

ARTICLE 16. ASSOCIATION RIGHTS

SECTION A. ASSOCIATION LEAVE

The Association (Hays-National Education Association) shall have the authority to provide leave for any of its members for the purpose of attending any association meetings, activities, or business up to a maximum of forty (40) days per school year.

The district will provide paid leave for a maximum of thirty-seven (37) days per year. Twenty-seven (27) of these paid leave days may only be used by the Association for bargaining training and/or legislative matters. The other ten (10) days of paid leave may be used at the discretion of the Association.

The Association will reimburse the district for all days in excess of the allotted paid leave days, above, at the substitute teacher salary rate.

The Association agrees to notify the superintendent in writing of intent to take said leave a minimum of two (2) school days if one to three teachers are to leave, and a minimum of five (5) school days notice if four to six teachers are to leave.

SECTION B. NON-DISCRIMINATION

There shall be no discrimination by the district in personnel practices because of membership status or activity participation in the teachers' Association. (Revised 2/16/81)

SECTION C. ACCESS TO INFORMATION

In accordance with the Kansas Supreme Court decision in *NEA vs. USD 500*, the board agrees to furnish to the Association, upon request, all available information concerning the financial resources of the district including, but not limited to, 1) annual financial reports and audits, 2) register of licensed professional personnel, 3) tentative budget requirements and allocations, 4) agenda and minutes of all board meetings, 5) treasurer's reports, 6) census and membership data, 7) names and addresses of all teachers, salaries paid thereto and educational background, and 8) such other information as the Association is entitled to under the Open Records Law and the Professional Negotiations Act. (Nego. 83-84)

Section D. Exclusivity

The Board of Education recognizes Hays-NEA as the exclusive representative of the professional employees' bargaining unit for the purpose of negotiating and maintaining the terms and conditions of professional services under the Kansas Professional Negotiations Act.

The rights of representation granted to the Hays-NEA will be exclusive, and will not be granted or extended to any other organization claiming to represent the Bargaining Unit so long as Hays-NEA's certified recognition remains in effect.

SECTION F. BARGAINING UNIT DEFINITION

The Bargaining Unit is defined to include all licensed professional personnel with the exception of administrators and OT/PT personnel.

SECTION G. COMMUNICATION

The Association has the right to communicate with bargaining unit employees during working hours as long as it is not disruptive to the educational process, to use mail service, e-mail service, teacher boxes, to post notices, and to use buildings for meetings. Additional costs are the liability of the user.

SECTION H. NOTIFICATION OF NEW HIRES IN THE BARGAINING UNIT

The Board, through its designee(s), shall notify the President of Hays-NEA of the name, address, tentative assignment, tentative salary schedule placement, and tentative contract salary amount for any new or additional professional employee(s) who is employed in any bargaining unit position(s) within fourteen (14) days following their employment.

ARTICLE 17. GENERAL PROVISIONS

SECTION A. DURATION OF THIS AGREEMENT

This Master Collective Bargaining Agreement for Teachers shall become effective July 1, 2015, following its ratification by both parties; and shall remain in full force and effect to and including June 30, 2016.

However, it is agreed by both parties that upon the contingency of additional funding of \$50,000. or more that exceeds the adopted budget, this agreement will be subject to the renegotiations of the monetary considerations contained, herein, at the request of either party through a written notice to the other party.

Further, in the spirit of the interest-based-bargaining strategy, the parties also agree to meet for the negotiations of any issue which either party believes merits the parties' timely consideration during the term of this agreement. Such timely consideration of such issue(s) shall be initiated by written notice by one party to the other party. The time and place for such further negotiations shall be established by mutual agreement of the parties.

SECTION B. REFERENCE CLAUSE

All ratified agreements on terms and conditions of professional service as set forth in this Master Collective Bargaining Agreement will be included, by reference, in the individual contracts of all professional employees in the bargaining unit. These agreements will be made a part of the individual employee's contract with the same force and effect as though fully set forth therein.

SECTION C. SAVINGS CLAUSE

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SECTION D. REPRODUCTION OF THIS MASTER AGREEMENT

The Association will arrange and type the agreement, then allow the board to review the document before signatures are added.

The Board of Education will put the entire Master Agreement on the USD #489 website within 30 days from the date the signatures are added to the Master Agreement. The Board of Education will provide two (2) copies of the Master Agreement to the HNEA.

SECTION E. NEGOTIATION PROCEDURE FOR THE TEACHERS

The Board of Education will negotiate with the representative Association of the teachers with good faith and in accordance with the statutes for the State of Kansas. (Adopted 2/16/81)

SECTION F. ARBITRATION OF INTERESTS OPTION

As an alternative to mediation and fact-finding, the parties will consider taking an unresolved issue(s) to a panel of arbitrators whose decision will be binding on both parties.

SECTION G. NEW PROGRAMS

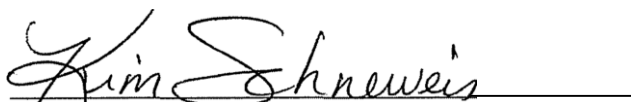
School staff may initiate innovative and creative programs that do not conform to the agreement for one year with the approval of the Labor/Management Committee.

SIGNATURE PAGE

These collective bargaining agreements were first ratified by the bargaining unit and such ratification recorded in the minutes of the Hays-National Education Association

on the 5th of October, 2016.

Executed in behalf of the Hays- NEA by:

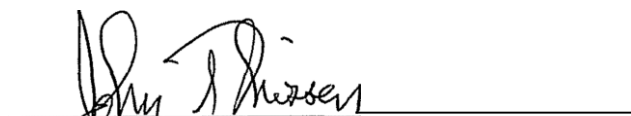


Kim Schneeweis, Hays NEA President
Hays-National Education Association

And these same collective bargaining agreements were then ratified by the Hays USD 489 Board of Education and such ratification recorded in the minutes of the Board of Education

on the 10th of October, 2016.

Executed in behalf of the Hays USD 489 Board of Education by:



John Thissen, Superintendent
Hays USD 489 Board of Education

APPENDIX

SECTION E. APPENDICES OF FORMS

- Instructions for Grievance Report Form.....pg 71
- Grievance Report Form.....pg 72
- Sick Leave Pool Application Form.....pg 73
- Staff/Self Evaluation Form.....pg 74-84
- Goal Setting.....pg 85
- Goal Progress Report.....pg 86
- Conference Form.....pg 87
- Evaluation Activities.....pg 88
- Evaluation Summary.....pg 89
- Summary of Ratings Plan B—Plan Assistance.....pg 90-95

INSTRUCTIONS FOR FILLING OUT GRIEVANCE REPORT FORM

The purpose of the grievance procedure is to facilitate free, easy, and effective communication between teachers and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance form and filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from school building offices and the association officers, and should be filed at each level of the grievance procedure.

1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.

Detailed information of the facts involved, the relevant contract provisions, board policies, or administrative regulations or practices, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

2. Under Section B of the Grievance Report Form, those relevant contract provisions, board policies, or administrative regulations or practices which the grievant contends have been violated, misinterpreted, or misapplied, should be specified.

3. Under Section C the grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract, board policies, or administrative regulations or practices has occurred.

4. Under Section D the grievant should specify the relief which he/she desires as a result of the grievance.

GRIEVANCE REPORT FORM
UNIFIED SCHOOL DISTRICT 489

Procedure 2 3 4 5
(circle one to indicate level of grievance)

Date filed _____

Name of Grievant

Building

Assignment

A. Date cause of grievance occurred: _____

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

C. Statement of Grievant's claim (statement of facts upon which grievance is based - use additional pages if necessary):

-

D. Relief desired:

Signature _____ Date _____

.....

.

Date received _____

E. Disposition by the appropriate administrator or Joint Grievance Committee:
(attach additional pages if necessary)

Signature _____ Date _____

Sick Leave Pool Committee

APPLICATION FORM

PLEASE ATTACH PHYSICIAN'S STATEMENT

Name _____

Date _____

In accord with Article VI, Sec. B of the Negotiated Agreement, I hereby request a Sick Leave Grant of _____ days (contract days) for the following condition:

Dates I expect to be (or have been) disabled:

I have exhausted all my Accumulated Sick Leave (yes or no):

Signature of Employee (or other family member-in case of necessity)

SICK LEAVE POOL :

Grant applications are made by submitting a letter of request to a member of the sick leave pool committee.

Grants - the maximum grant to be awarded will be twenty (20) contract days per catastrophic or disabling condition. Catastrophic or disabling condition for the purpose of this policy is defined as: an injury or illness which will be disabling for a predicted time of twenty (20) or more working days and is not related to a cosmetic surgery, or correctional surgery which in the opinion of medical experts can be performed during the summer months. The sick leave committee reserves the right to make exceptions to this policy in cases involving unusual circumstances.

The applicant must have exhausted all accumulated sick leave.

The applicant must demonstrate that a catastrophic or disabling condition exists. The grant application must be made within the contracted year that the condition occurs.

The sick leave pool committee shall be the final authority on each grant. The applicant agrees to repay the Sick Pool under the guidelines stated in the Negotiated Agreement. If the applicant leaves the district, still owing days to the Sick Pool, the applicant agrees to a salary deduction at the daily rate during the year they leave the district for each day owed. If the applicant is disabled as evidenced by KPERS disability approval, reimbursement is not expected.

Following for Use of Sick Leave Pool Committee: Do not Detach.

Name _____

Date Received by Committee _____

Number of Sick Leave Days Accumulated at Beginning of School Year _____

Date Sick Leave Days Exhausted _____

Request Approved for Grant of _____ Contract Days from the Sick Leave Pool.

Request Denied: Reason Denied _____

Date Approved or Denied by Committee _____

Signature of Sick Leave Pool Committee Chairperson: _____

Staff Evaluation Form

School:	Educator Name:
Grade or Subject:	Evaluator:
Date:	
Time in:	Time out:
Type of Evaluation: <ul style="list-style-type: none"> <input type="radio"/> Formal Evaluation/Observation <input type="radio"/> Summative Evaluation <input type="radio"/> Informal Observation <input type="radio"/> Educator Self Reflection 	Number of Students:
Instructions: The evaluating administrator shall complete this part of the Educator evaluation based on the 4 Elements of Effective Evaluation. Space may be adjusted as needed. This evaluation is based on the following written observations and/or other data. This form is to be completed electronically.	
Lesson Objective (Educator created):	
Description:	

Element 1: The Learner: Effective Educators carry high expectations for their students and develop lessons that will engage and challenge their students. Their classrooms are places where positive interactions occur between Educator and student and between student and student. The Educator understands how their students' learning develops and plans instruction that is appropriate and individualized for instruction. The effective Educator creates a safe, respectful, and academically challenging classroom for their students.

Standard 1.1: Learner Development: The Educator understands how learners grow and develop and uses that knowledge to create developmentally appropriate instruction. The Educator regularly assesses individual and group performances in order to design and modify instruction to meet students' needs. The Educator collaborates with families, communities, colleagues, and other professionals to promote student growth and development.

Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<ul style="list-style-type: none"> <input type="checkbox"/> The Educator seldom assesses students' progress on an individual basis and/or in group work. The lesson is usually not modified to meet students' needs. <input type="checkbox"/> The Educator is not knowledgeable about developmentally appropriate instruction and does not plan appropriate learning experiences. <input type="checkbox"/> Parent and family contact may occur only when a classroom situation arises. Information gained from the conversation is not used to help individualize student learning experiences. 	<ul style="list-style-type: none"> <input type="checkbox"/> The Educator sometimes assesses student progress on an individual basis and in group work. The lesson is sometimes modified to meet the students' needs. <input type="checkbox"/> The Educator has partial knowledge about developmentally appropriate instruction but does not plan appropriate learning experiences. <input type="checkbox"/> Parent and family contact may occur and the information from the discussion is sometimes used to help individualize student learning experiences. 	<ul style="list-style-type: none"> <input type="checkbox"/> The Educator regularly assesses student progress on an individual basis and in group work. The lesson is regularly modified to meet the students' needs. <input type="checkbox"/> The Educator is knowledgeable about developmentally appropriate instruction and uses that information to plan many appropriate learning experiences. <input type="checkbox"/> Parent and family contact is initiated and the information gained is used on a regular basis to help individualize student learning experiences. 	<ul style="list-style-type: none"> <input type="checkbox"/> The Educator consistently and regularly assesses student progress on an individual basis and in group work. The lesson is consistently and effectively modified to meet the students' needs. <input type="checkbox"/> The Educator is knowledgeable about developmentally appropriate instruction and uses that information to regularly plan appropriate learning experiences. <input type="checkbox"/> Parent and family contact is maintained on a regular basis and the information gained is consistently used to help individualize student learning experiences.

Comments:

What is Demonstrated?	Sources of Evidence
Creating developmentally appropriate instruction	Learning organized in groups Lesson plans reflect understanding of prerequisite knowledge. Lesson plans reflect familiarity of wide range of pedagogical techniques. Lesson plans reflect variety of approaches. Educator reflection.
Adapting instruction to meet students' needs.	Learning Styles Inventories Student Work Samples Observations by colleagues or administrators. Lesson plans with changes identified.
Collaboration with stakeholders	Conference notes with colleagues
Other	Specify:

Element 1: The Learner: Effective Educators carry high expectations for their students and develop lessons that will engage and challenge their students. Their classrooms are places where positive interactions occur between Educator and student and between student and student. The Educator understands how their students' learning develops and plans instruction that is appropriate and individualized for instruction. The effective Educator creates a safe, respectful, and academically challenging classroom for their students.

Standard 1.2: Learning Differences: The Educator designs, adapts, and delivers instruction to address each student's diverse learning strengths and needs and creates opportunities for students to demonstrate their learning in different ways. The Educator finds ways to build on the students' prior knowledge.

Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<p>□ The Educator displays little knowledge of students' skills and learning needs and doesn't indicate that such knowledge is important.</p> <p>□ The Educator's practice reflects little understanding of how student's prior knowledge can be important to new learning.</p>	<p>□ The Educator recognizes the importance of understanding students' skills and learning needs but uses the knowledge to teach the class as a whole group.</p> <p>□ The Educator's practice reflects some understanding of how student's prior knowledge can be important to new learning. No practices are in place to build on that prior knowledge.</p>	<p>□ The Educator understands the importance of understanding students' skills and learning needs and uses this knowledge to teach the class as a whole and to groups of students.</p> <p>□ The Educator's practice reflects accurate understanding of how student's prior knowledge can be important to new learning. Practices are in place but used in irregular basis to build on the prior knowledge.</p>	<p>□ The Educator understands the importance of understanding students' skills and learning needs effectively addresses the individual student needs.</p> <p>□ The Educator's plans reflect accurate understanding of how student's prior knowledge can be important to new learning. Practices are in place and are used to build on that prior knowledge.</p>

Comments:

What is Demonstrated?	Sources of Evidence
Knowledge of all students.	Student and/or parent surveys Student writing Attendance data Student reflection writing Classroom rules and procedures established collaboratively Learning organized in groups. Meets with Special Education and/or ESOL Educators for additional support of their students Attends and participates in IEP, Individual Learning Plans, and SIT meetings Lesson plans reflect familiarity of wide range of pedagogical techniques Student developed rubrics
Finds ways to build on prior knowledge	Provides models of recent student work posted in either classrooms or hallways Feedback to students Walkthrough observations Student work samples
Other	Specify:

<p>Element 1: The Learner Effective educators carry high expectations for their students and develop lessons that will engage and challenge their students. Their classrooms are places where positive interactions occur between educator and student and between student and student. The educator understands how their students' learning develops and plans instruction that is appropriate and individualized for instruction. The effective educator creates a safe, respectful, and academically challenging classroom for their students.</p>			
<p>Standard 1.3: Learning Environment: The Educator works with others to create environments that support individual and collaborative learning and that which encourages positive social interaction, active engagement in learning, and self-motivation. Educators manage student behavior to provide a climate conducive to learning. The effective educator creates a safe, respectful, and academically challenging classroom for students.</p>			
Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<ul style="list-style-type: none"> □ The Educator usually works alone to establish a learning climate in the classroom. Students are not expected to provide input. □ The Educator creates a classroom that is unsafe or that learning is not accessible for all students. □ Student behavior is unevenly monitored and Educator is sometimes unaware of what students are doing in the classroom. 	<ul style="list-style-type: none"> □ The Educator collaborates with some groups (students, parents, or colleagues) to develop a learning climate in the classroom. The teacher works to provide an opportunity for a few students to develop positive social interactions and active engagement in learning in the classroom. □ The Educator creates a classroom that is safe and that learning is accessible for most students. □ The Educator is generally aware of student behaviors but may miss the actions of some students. 	<ul style="list-style-type: none"> □ The Educator collaborates with colleagues, and possible students and parents to develop a learning climate in the classroom. The Educator works to provide an opportunity for most students to develop positive social interactions and active engagement in learning in the classroom. □ The Educator creates a classroom that is safe and that learning is equally accessible for students. □ The Educator is aware of student behaviors at all times. 	<ul style="list-style-type: none"> □ The Educator initiates and consistently collaborates with colleagues, students, and parents to develop a learning climate in the classroom. The educator enables all students to develop positive social interactions and active engagement in learning in the classroom. □ The Educator creates a classroom that is safe and students are involved to make sure learning is accessible for all students. □ The Educator is aware of student behaviors at all times. Students are expected to monitor their own and their peer's behaviors.
Comments:			
What is Demonstrated?	Sources of Evidence		
Managing Student Behavior	Responds to student issues Discipline referrals to office Classroom walkthrough observations Student's work is displayed and current System for non-instructional duties is in place and students assume responsibility for completion Transitions occur smoothly during the instruction		
Works with others to create learning environment	Classroom rules and procedures established collaboratively Meets with parents Conducts home visits Responses to parent concerns are handled with professionalism and cultural sensitivity Students are revising drafts on their own or peer editing is in use		
Using knowledge to create climate of respect	Physical space can be re-arranged to support student learning Participates in safety drills Behavior and office referrals Provides classroom rituals and routines which promote positive student interactions Provide psychological and physical space to enhance student learning		
Other	Specify:		
<p>Element 2: The Knowledge The educator knows and comprehends the major concepts of their discipline and the appropriate tools of inquiry related to the discipline they teach. Educators must have a deep knowledge of their discipline and be able to translate their knowledge into relevant learning objectives for students. Learning experiences are created that makes this knowledge accessible, relevant, and meaningful for students and assures there is mastery of the content</p>			

Standard 2.1: Knowledge of Content: The effective educator demonstrates a thorough knowledge of the content. The educator uses multiple representations and explanations that capture key ideas in the content area, guide learners through learning progressions, and promote each learner's achievement of content standards. The Educator engages students in learning experiences that encourage learners to understand, question, and analyze ideas from diverse perspectives in order to master the content. The Educator encourages students to reflect on prior content knowledge and skills to make the link from familiar concepts to new concepts.

Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<ul style="list-style-type: none"> □ The Educator displays a lack of knowledge of the important content in the discipline. □ The Educator uses a few simple representations and explanations for key ideas. Students are usually working alone without differentiation. □ The Educator engages students in learning experiences that are limited to the lower levels of cognitive thinking (knowledge and comprehension). Very little analyzing occurs. □ The Educator does not relate new learning or attempt to link to prior knowledge. Very little or no reflection is done in class by students. 	<ul style="list-style-type: none"> □ The Educator shows a limited knowledge of the discipline and of students' misconceptions. □ The Educator consistently uses a few representations and explanations when addressing the key ideas of the objective. Some students are working in groups or independently with differentiation. □ The Educator engages students in learning experiences that are limited to the levels of knowledge and comprehension with some questioning occurring. There is some analysis of ideas gained from other points of view. □ The Educator may at times use student reflection as a means to link it to past knowledge. The Educator may demonstrate how the new learning is linked to their previous learning but students are not expected to demonstrate. Instruction may or may not be relevant to students' experiences. 	<ul style="list-style-type: none"> □ The Educator displays knowledge of the discipline. The Educator is aware of students' misconceptions and may make corrections. □ The Educator uses several types of representations to help explain the key ideas of the objective. Students are organized in groups or independently with differentiation. □ The Educator engages students in learning experiences that suggest higher cognitive levels of thinking might be used in order to master the content. Analysis of diverse viewpoints is implemented. □ The Educator regularly requires students to reflect on their new learning. The Educator has the students demonstrate how new learning is linked to previous learning. The Educator tries to provide instruction that is relevant to the students' experiences. 	<ul style="list-style-type: none"> □ The Educator displays extensive knowledge of the discipline and is able to correct misconceptions of students. □ The Educator uses a wide variety of representations to help explain the key ideas of the objective. Individual learning groups are used in the classroom. □ The Educator effectively engages students in learning experiences that requires higher cognitive levels of thinking in order to master the content. Analysis of diverse viewpoints is included and students may justify the results. □ The Educator consistently requires the students to reflect and demonstrate their new learning and link it to prior knowledge. The Educator provides instruction that is relevant to the students' experiences.

Comments:

What is Demonstrated?	Sources of Evidence
Demonstrates knowledge of content	Lesson plans aligned to content standards (local, state, national levels) and are followed Classroom observations by colleagues and/or administrators Curriculum committee work documentation Educator developed assessments and rubrics Student writing in all content areas
Using multiple representations to capture key ideas	Feedback to students Learning organized in groups Lesson plans reflect familiarity of wide range of pedagogical techniques Student involvement in classroom developed activities.
Linking new learning to prior knowledge	Lesson plans reflect understanding of prerequisite knowledge Student work samples Data from pre and post tests
Engages students in learning experiences	Student reflection. Student work exhibits higher cognitive level of thinking.
Other	Specify:

Element 2: The Knowledge The educator knows and comprehends the major concepts of their discipline and the appropriate tools of inquiry related to the discipline they teach. Educators must have a deep knowledge of their discipline and be able to translate their knowledge into relevant learning objectives for students. Learning experiences are created that makes this knowledge accessible, relevant, and meaningful for students and assures there is mastery of the content.

Standard 2.2: Content Application: The Educator understands how to connect concepts and use different perspectives to engage learners in critical thinking, creativity, and collaborative problem solving related to real world issues. The Educator engages learners in the following areas: applying content knowledge in real world problems; questioning and challenging assumptions; applying higher order cognitive skills for problem solving; generating and evaluating new ideas and approaches; and developing original work. The Educator develops and implements projects that guide learners in analyzing the complexities of an issue or questions using perspectives from other disciplines and cross disciplinary skills.

Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<p><input type="checkbox"/> The educator does not relate current interdisciplinary themes to core subjects. Learning experiences for students do not show the interaction between disciplines or core subject areas.</p> <p><input type="checkbox"/> The Educator has developed a project that is based on book knowledge and has no application to a real world problem. Students are expected to know or comprehend the problem. No student work is developed.</p>	<p><input type="checkbox"/> The Educator understands how their discipline relates to other disciplines but does not share that knowledge with students. Some conversations with students occur about this connection but no classroom activity is provided. Learning experiences do not show any interconnection with other disciplines and core subjects.</p> <p><input type="checkbox"/> The Educator has developed a project that can be based on a real world issue. Students are not expected to use higher order cognitive thinking to resolve the problem. The Educator presents new ideas and asks students to evaluate them. Student work is not expected.</p>	<p><input type="checkbox"/> The Educator attempts to show how current interdisciplinary themes connect to core subjects and sometimes develops meaningful learning experiences for students that show the connection.</p> <p><input type="checkbox"/> The Educator has developed a project that can be based on a real world issue. Students may not have to use higher order cognitive thinking to resolve the problem. The Educator suggests that student evaluate their work but is not required. The Educator suggests that students generate and evaluate new ideas. Students work may be developed.</p>	<p><input type="checkbox"/> The Educator understands how current interdisciplinary themes connect to core subjects and has woven that information into meaningful learning experiences for students.</p> <p><input type="checkbox"/> The Educator has developed a project that relates to a real-world issue. Students are required to use higher order cognitive thinking to resolve the project and evaluate the effectiveness of their work. The Educator requires students to generate and evaluate new ideas. The Educator expects student work to be developed.</p>

Comments:

What is Demonstrated?	Sources of Evidence
Interconnectivity with other disciplines	Lesson plans reflect a familiarity of wide range of pedagogical techniques Meet with other Educators of other disciplines for cross curricular projects Student projects reflect cross curricular involvement Co-curricular performances tied to subject area
Engage learners in critical thinking and problem solving	Educator uses wait time to allow students to respond to questions All students are engaged in classroom discussions Student created videos Problem-solving based assignments with student responses Learning target or student objective is posted and communicated Portfolio of projects showing real world applications to topics Feedback from community members or panel judge Asks questions using higher levels of cognitive thinking. The use of technology by students and teachers to engage them
Other	Specify:

Element 3: The Instruction Effective Educators understand the need for planning instructional lessons that are developmentally appropriate, engaging, and challenging for students. Effective Educators use a variety of instructional methods and strategies to engage students in learning. They use multiple types of assessments to gauge students' achievement and then use the student data to modify and improve instruction.

Standard 3.1: Planning: The Educator individually and collaboratively selects and creates learning experiences that are appropriate for curriculum goals and content standards. The Educator determines and plans how to achieve each student's learning goals by choosing appropriate strategies and accommodations, resources and materials to differentiate instruction for individuals and groups of students. The Educator plans instruction and provides for multiple ways to demonstrate knowledge and skill.

Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<p><input type="checkbox"/> The Educator has set some goals but has difficulty selecting and creating learning experiences appropriate to the content and to the student.</p> <p><input type="checkbox"/> The educator uses a limited number of similar strategies on a consistent basis. The educator makes no accommodations to meet the instructional needs of the students.</p> <p><input type="checkbox"/> The Educator makes a plan for instruction but may not be able to demonstrate the knowledge and skill associated with the lesson.</p>	<p><input type="checkbox"/> The Educator has set goals. Learning experiences that are appropriate to the student are limited.</p> <p><input type="checkbox"/> The educator selects strategies that address the learning styles of some students. The teacher makes accommodations to meet the instructional needs of some students.</p> <p><input type="checkbox"/> The Educator has a plan for instruction but is only able to demonstrate a limited knowledge or skill associated with the lesson.</p>	<p><input type="checkbox"/> The Educator has established goals and high expectations for most students. Learning experiences that are appropriate to the student have been selected and created.</p> <p><input type="checkbox"/> The educator selects strategies that address the learning styles of most students. The teacher makes accommodations to meet the instructional needs of most students.</p> <p><input type="checkbox"/> The Educator modifies the instruction as needed and is able to demonstrate both the knowledge and skills needed for the lesson.</p>	<p><input type="checkbox"/> The Educator has established goals and high expectations for all students. Learning experiences that are appropriate have been created for all students.</p> <p><input type="checkbox"/> The educator selects strategies that effectively address the learning styles of all students. The teacher makes accommodations to meet the instructional needs of all students.</p> <p><input type="checkbox"/> The Educator is adept in modifying the instruction and consistently both models and demonstrates both the knowledge and skills needed for the lesson.</p>

Comments:

What is Demonstrated?	Sources of Evidence
Demonstrates knowledge in multiple ways	Educator's directions and procedures are clear to students Educator's spoken and written language is correct and conforms to standard English Classroom observations Educator reflections Lesson plans are complete with standard, objective, and assessments noted Assessment data (classroom, local, state and national levels) Lesson plans reflect knowledge of content The use of technology to deliver and enhance instruction
Creates appropriate learning experiences	Learning activities are designed to engage students at a higher level of cognitive thinking Student work samples show the rigor of the assignments Educator and student reflections Lesson plans show relevant standards for lesson taught Student objectives are posted and communicated
Chooses appropriate strategies and accommodations	Learning activities are differentiated for individual learners Student work samples showing rigor of the assignments Reviews students' IEP or Individual Learning Plans and makes accommodations The lesson structure is clear and allows for different pathways according to the student's needs Collaborates with Support personnel to make modifications
Other	Specify:

<p>Element 3: The Instruction Effective Educators understand the need for planning instructional lessons that are developmentally appropriate, engaging, and challenging for students. Effective Educators use a variety of instructional methods and strategies to engage students in learning. They use multiple types of assessments to gauge students' achievement and then use the student data to modify and improve instruction.</p>			
<p>Standard 3.2: Assessment: Multiple methods of assessment are used to engage learners' in their own growth, monitor learner progress, and to guide the Educator's and learner's decision making. The effective Educator engages learners in understanding and identifying quality work and provides them with effective descriptive feedback to guide their progress toward that work. The effective Educator uses multiple and appropriate types of assessment data to identify each student's learning needs and to develop differentiated learning experiences.</p>			
Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<ul style="list-style-type: none"> <input type="checkbox"/> The Educator seldom assesses student progress on an individual basis or in group work; usually only one method of assessment is used. The lesson is usually not modified to meet students' needs. <input type="checkbox"/> The Educator uses assessment data from one type of assessment. Students are not aware of the criteria and standards of which their work will be assessed. <input type="checkbox"/> The Educator provides little feedback on each student's achievement of content standards. The Educator shows difficulty in guiding student learning. 	<ul style="list-style-type: none"> <input type="checkbox"/> The Educator sometimes assesses student progress on an individual basis and in group work. One or two forms of assessment are consistently used. The lesson may be modified to meet students' needs. <input type="checkbox"/> The Educator uses assessment data from several types of assessments. Some students are aware of the criteria and standards of which their work will be assessed. <input type="checkbox"/> Feedback is given on an all-class basis and is not individualized for students. The Educator expects that students will achieve and expresses this in class-wide statements. The Educator guides some students in their learning but no notice given for all students' efforts. 	<ul style="list-style-type: none"> <input type="checkbox"/> The Educator regularly assesses student progress on an individual basis and in group work. The Educator relies on several different methods of assessments. The lesson is usually modified to meet students' needs. <input type="checkbox"/> The Educator uses assessment data from multiple types of assessments. Most students are fully aware of the criteria and standards of which their work will be assessed. <input type="checkbox"/> Feedback is somewhat consistent but may not reach all students. The Educator promotes student achievement in a general manner. The Educator guides a majority of the students in their learning and tends to individualize it for the students. 	<ul style="list-style-type: none"> <input type="checkbox"/> The Educator consistently and effectively assesses student progress on an individual basis and in group work. Multiple methods of assessment are used. The lesson is modified to meet students' needs. <input type="checkbox"/> The Educator uses assessment data from multiple types of assessments. Students are fully aware of the criteria and standards of which their work will be assessed and are involved in the development of the criteria for the lesson when appropriate. <input type="checkbox"/> Consistent and effective feedback helps guide the student through the learning process. Student achievement is consistently promoted by the Educator. The Educator effectively guides all students' learning on an individual basis.
Comments:			
What is Demonstrated?	Sources of Evidence		
Assessment and Feedback	<ul style="list-style-type: none"> The lesson's structure is clear and allows for different pathways according to the student's needs. Educator provides frequent information to parents about their child's progress Students know ahead of time how their work will be assessed Rubrics and standards are posted before work begins Educator performs progress monitoring for all students There is consistent, timely, and appropriate feedback provided for all students Formative and summative assessments are used Classroom walkthrough observations Scored rubrics from performance assessments State and National student test data Local testing data (for example, MAP student data) Student presentations Lesson plans linking activities to assessment results Written feedback on student work Educator/student conferences Data from pre and post assessments 		
Other	Specify:		

Element 3: The Instruction Effective Educators understand the need for planning instructional lessons that are developmentally appropriate, engaging, and challenging for students. Effective Educators use a variety of instructional methods and strategies to engage students in learning. They use multiple types of assessments to gauge students' achievement and then use the student data to modify and improve instruction.

Standard 3.3: Strategies: The Educator uses appropriate strategies and resources to adapt instruction to the needs of the individual student and groups of students. The Educator provides multiple models and representations of concepts and skills with opportunities for learners to demonstrate their knowledge through a variety of products and performances. The Educator uses a variety of methods to engage learners; collaborates with students to evaluate the learning environment and makes appropriate adjustments. The Educator facilitates the learners' use of current tools, resources, and technology to maximize content learning in varied contexts. Technology is integrated and utilized in the instruction and learning.

Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<ul style="list-style-type: none"> □ The educator uses a limited number of similar strategies on a consistent basis. The teacher makes no accommodations to meet the instructional needs of students. □ The Educator provides 1 or 2 models or representations to provide instruction to students. Students are expected to demonstrate their knowledge in one method only. Many students are not mentally engaged. □ One or two methods were used to engage students. The Educator allowed some collaboration with students but did not use the information to change the lesson or objective. □ The Educator uses few resources to assist students' learning. Minimal technology is used and primarily by the Educator. 	<ul style="list-style-type: none"> □ The educator selects strategies that address the learning style of some students. The teacher makes accommodations to meet the instructional needs of some students. □ The Educator provides a limited number of models for instruction. Students demonstrate their knowledge in 1 or 2 ways. Some students are engaged while others are not engaged. □ Several methods were consistently used to engage students. Little collaboration occurred with students and minimal adjustments were made in the lesson. □ The Educator knows of a variety of resources but only provides a small group for the students to use. Some technology use is done by the students. 	<ul style="list-style-type: none"> □ The educator selects strategies that address the learning styles of most students. The teacher makes accommodations to meet the instructional needs of most students. □ The Educator provides multiple models and representations to provide instruction for students. Students are allowed to demonstrate their knowledge in a variety of ways. Most students are cognitively engaged. □ The Educator regularly used a variety of methods to engage students. Continual collaboration occurred with students. Adjustments were made to the lesson and classroom. □ The Educator has a range of resources available to students but provides assistance with only some of the resources. Both students and Educator use of technology is observed. 	<ul style="list-style-type: none"> □ The educator selects strategies that effectively address the learning styles of all students. The teacher makes accommodations to meet the instructional needs of all students. □ The Educator provides multiple models and representations to provide instruction for students. Students are allowed to demonstrate their knowledge in a variety of ways or they may initiate their own project to show understanding. All students are cognitively engaged. □ A variety of methods were consistently used to engage students. The Educator consistently and effectively collaborated with students to evaluate and reflect on the learning. Modifications were made after the collaboration conversations. □ The Educator consistently uses a wide variety of resources to help students' learning experiences. Technology is integrated into the lesson and students are active in using technology.

Comments:

What is Demonstrated?	Sources of Evidence
Uses appropriate strategies and multiple methods	Students take the initiative in planning or adapting their activity or project to enhance their learning. All students are involved in classroom discussions Lesson plans that outline strategies used in classroom Lesson plans that show how strategies were used for scaffolding/differentiation Educator reflection Student work that reflects use of higher level thinking skills Provides examples of a process or product Provides graphic organizers for understanding Provides non-linguistics representations. Provides summarizing activities Provides reward or praise for effort and accomplishments at targeted levels of performance Student growth log Classroom observations Assessment data KELPA Assessment data
Other	Specify:

Element 4: The Professional The effective Educator engages in ongoing professional learning and uses that knowledge to reflect and continually evaluate their practice. The knowledge gained is used to modify their practice to meet the needs of each student. Educators take an active role on the instructional team by giving and receiving feedback on their practice from all stakeholders (students, parents, colleagues, and administrators). Effective Educators work collaboratively with all groups to establish mutual expectations and goals for

students. The professional Educator completes records in a timely and accurate manner. The professional Educator displays honesty and integrity in interactions with students, parents, colleagues, and the public.

Standard 4.1: Professionalism and Professional Learning: The Educator engages in ongoing learning opportunities to develop knowledge and skills in order to provide all learners with engaging curriculum and learning experiences based on local, state, and national standards. The Educator engages in meaningful and appropriate professional learning experiences aligned with his/her own needs and needs of the students, school and district. A variety of data is used (examples may be systematic observations, information about learning, research, etc.) to evaluate the outcomes of teaching and learning and to adapt planning and practice (reflection).

Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<p><input type="checkbox"/> The Educator rarely engages in meaningful professional learning experiences or their professional development is not aligned with the needs of the individual, school or district.</p> <p><input type="checkbox"/> The Educator relies on one or two forms of data to evaluate their teaching. Reflection is rarely done.</p>	<p><input type="checkbox"/> The Educator engages in professional learning experiences on a limited basis. Their professional development may be aligned with the needs of the individual, school, or district.</p> <p><input type="checkbox"/> The Educator relies on one or two forms of data to evaluate their teaching. Reflection is done but only general suggestions on how to improve are applied.</p>	<p><input type="checkbox"/> The Educator seeks out opportunities for professional development to enhance their own knowledge base or pedagogy skills. Their professional development is aligned with individual, school, and district needs.</p> <p><input type="checkbox"/> The Educator relies on several forms of data to evaluate their teaching. Reflection is regularly done and a few specific suggestions on how to improve are applied.</p>	<p><input type="checkbox"/> The Educator implements professional development to enhance their own knowledge base or pedagogy skills and makes a systematic effort to align their individual needs with the school and district needs. The Educator institutes their own professional development and at times will give presentations to colleagues.</p> <p><input type="checkbox"/> The Educator relies on multiple forms of data to evaluate their teaching. Reflection with colleagues is consistently done and specific suggestions are considered as ways to improve the lesson.</p>

Comments:

What is Demonstrated?	Sources of Evidence
Engages in meaningful professional development	Participates in and supports district professional development Participates in and supports district initiatives Share information gained from professional development with staff members Written evaluation of a professional learning experience Video recording of a lesson with feedback from a colleague or administrator Lesson plans show reflection on instruction and application to changes in practice Analyzing students' formative and summative assessment data to see impact on student growth Professional development is aligned with goals
Relies on variety of data to reflect on practice	Professional portfolio Educator reflection Student assessment scores Student evaluations Parent surveys Videotapes of lessons
Other	Specify:

Element 4: The Professional The effective Educator engages in ongoing professional learning and uses that knowledge to reflect and continually evaluate their practice. The knowledge gained is used to modify their practice to meet the needs of each student. Educators take an active role on the instructional team by giving and receiving feedback on their practice from all stakeholders (students, parents, colleagues, and administrators). Effective Educators work collaboratively with all groups to establish mutual expectations and goals for students. The professional Educator completes records in a timely and accurate manner. The professional Educator displays honesty and integrity in interactions with students, parents, colleagues, and the public.

Standard 4.2: Being a Leader: The Educator takes an active role on the instructional team; giving and receiving feedback on practice. The Educator displays honesty and integrity in interactions with students, parents, colleagues, and the community. The Educator complies with school and district regulations. The Educator works with school colleagues and district personnel to build ongoing connections with community resources to enhance student learning and well-being.

Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
<ul style="list-style-type: none"> □ The Educator makes very little effort to share knowledge with colleagues or assumes any responsibility for professional development for the school. The Educator rarely gets involved with schools and districts activities. □ Educator interactions with students and/or parents are sometimes negative, sarcastic, or inappropriate to the age and culture of the student. Confidential information is sometimes shared. □ The Educator fails to comply with local, state, and national regulations. □ The Educator makes no attempt or a limited attempt to engage the community in the instructional program. 	<ul style="list-style-type: none"> □ The Educator meets with the instructional team and receives feedback but makes limited changes to lessons. The Educator finds limited ways to contribute to schools' professional development. The Educator participates in school and district activities when specifically asked. □ Educator interactions are generally appropriate but sometimes show favoritism or disregard for the culture of the student. Confidential information is not usually shared. □ The Educator sometimes has to be reminded to comply with local, state, and national regulations. The Educator will comply when reminded. □ The Educator makes partially successful attempts to engage the community and use community resources to improve the instructional program. 	<ul style="list-style-type: none"> □ The Educator meets with the instructional team and receives feedback and makes notable changes to lessons. The Educator participates in school and district activities and at times, willingly makes a significant impact. □ Educator interactions are friendly and demonstrate caring and respect for the age and culture of the student. Students exhibit respect for the Educator. Confidential information is not shared. □ The Educator complies with local, state, and national regulations. □ The Educator frequently works with all stakeholders in the community to enlist their support in improving the instructional program. 	<ul style="list-style-type: none"> □ The Educator initiates discussions with members of the instructional team and acts on feedback received. Significant changes to lessons occur. The Educator volunteers and participates in school and district activities and at times takes on a leadership role in such activities. □ The Educator consistently interacts in a positive, supportive manner and displays respect. Students trust the Educator with personal information. Confidential information is never shared, unless as required by law. □ The Educator complies with local, state and national regulations. The Educator will also research information in regards to regulations to see how they impact the classroom or how changes can be made to the regulations. □ The Educator frequently works with all stakeholders in the community to enlist their support in improving the instructional program. Students contribute ideas for projects that are used in the lessons.

Comments:

What is Demonstrated?	Sources of Evidence
Takes active role	Supervises and effectively utilizes Para-educators Attends school events Volunteers and serves on committees and school projects Notes from meeting with mentors/mentees Minutes of meetings (IEP, PLC, SIT, Title I, etc.,) Participates in PLCs and/or school and district committees Portfolio of leadership activities Participation in Educator Leader teams Earning a Educator Leader endorsement on teaching license Agendas created by the Educator in a team leadership role. Parent contact information (log of phone calls, emails, etc.)
Displays honesty and integrity	Maintains confidentiality regarding student and personnel issues Written communications are clearly written, no errors, and convey information in positive manner Emails are sent in a timely manner, content is appropriate, and the Educator answers the questions Copies of emails, letters, and newsletters.
Complies with regulations	Willingly complies with school and district regulations Punctual to school Punctual and attends faculty meetings Reports are completed accurately and on time Grades are current in student management system Student records are completed in a timely manner
Other	Specify:

Educator Goal Setting

Name:		Position:	
School:		School Year:	
What element or standard will you address?		What is your goal regarding this element or standard?	
Activities Planned to Achieve Goal	Resources Needed	Timeline	Evidence to Support Goal Attainment
Teacher signature:		Evaluator/Admin. Signature:	
Date:		Date:	

Goal Progress Report

Name:	Position:
School:	School Year:
What element or standard will you address?:	What is your goal regarding this element or standard? :
What is the evidence you will use to show growth for the goal you have selected?	
Summarize and narrate your progress in this area. What are your next steps? What additional resources are needed?	
Educator Signature:	Evaluator/Administrator Signature:
Date:	Date:

Conference Form

Educator Name:	Evaluator:
School:	School Year:
Mark One:	<input type="radio"/> Beginning of the Year Conference <input type="radio"/> Mid-Year Conference <input type="radio"/> End of Year Conference
Date:	
Discussion Summary:	
Educator Signature:	Evaluator Signature:
<i>*Signature indicates receipt of this form but not necessarily agreement with the statements or ratings. The Educator has the right to submit written comments within 2 weeks of receipt.*</i>	

Record of Educator Evaluation Activities

Educator Name:			
School:		School Year:	
Position or Assignment:			
Administrator/Evaluator:			
Activity	Date	Educator Signature	Evaluator/Administrator Signature
Orientation			
Self-Reflection and IPDP Completion			
Planning Conference w/ Administrator			
Pre-Observation Conference			
Observation 1			
Post-Observation Conference			
Pre-Observation Conference			
Observation 2			
Post-Observation Conference			
Others (Specify): (Examples: Summary Evaluation Conference, Completion of activities listed on IPDP form)			

Summary of Ratings Form (A)

This form summarizes ratings from the standards' rubrics and requires the evaluator to provide a description of areas needing improvement and/or comments about the Educator's practice. This form should be completed after each observation and as part of the end of the year discussion.

Name of Educator:				
School:			School Year:	
Evaluator/Administrator:			District:	
Date Completed:				
Check one:	<input type="radio"/> Educator (within first 3 years in district) <input type="radio"/> Educator (over 4 years in district)			
Element 1: The Learner	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
1.1 Learner Development				
1.2 Learner Differences				
1.3 Learner Environment				
Overall Rating for Element 1				
Element 2: The Knowledge	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
2.1 Knowledge of Content				
2.2 Content Application				
Overall Rating for Element 2				
Element 3: The Instruction	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
3.1 Planning				
3.2 Assessment				
3.3 Strategies				
Overall Rating for Element 3				
Element 4: The Professional	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
4.1 Professionalism and Professional Learning				
4.2 Being a Leader				
Overall Rating for Element 4				
Educator Signature:			Evaluator Signature:	
<i>*Signature indicates receipt of this form, but not necessarily agreement with the statements or ratings. The Educator has the right to submit written comments within 2 weeks of receipt.</i>				

Summary of Ratings Plan (B)

This form summarizes ratings from the standards' rubrics and requires the evaluator to provide a description of areas needing improvement and/or comments about the Educator's practice.

Name of Educator:	
School:	School Year:
Evaluator/Administrator:	District:
Date Completed:	
Check One:	<input type="radio"/> Educator (within first 3 years in district) <input type="radio"/> Educator (over 4 years in district)

STANDARD 1.1 EDUCATOR DEVELOPMENT				
Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator assesses student's progress.				
Educator is knowledgeable about developmentally appropriate instruction.				
Parent and family contacts occur.				
Comments:	Sources of Evidence: <ul style="list-style-type: none"> <input type="checkbox"/> Learning organized in groups <input type="checkbox"/> Lesson plans reflect understanding of prerequisite information <input type="checkbox"/> Lesson plans reflect familiarity of wide range of subjects <input type="checkbox"/> Lesson plans reflect variety of approaches <input type="checkbox"/> Educator reflection <input type="checkbox"/> Learning styles Inventories <input type="checkbox"/> Student work Samples <input type="checkbox"/> Observations by colleagues or administrators <input type="checkbox"/> Lesson plans with changes identified <input type="checkbox"/> Conference Notes with colleagues <input type="checkbox"/> Others: [insert text box here] 			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				

STANDARD 1.2 Learner Differences				
Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator displays knowledge of students' skills and learning needs.				
Educator understands how students' prior knowledge is critical to new learning.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				

STANDARD 1.3 Learning Environment				
Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator works with others to create appropriate learning environments.				
Educator creates a safe classroom.				
Student behavior is managed.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				

STANDARD 2.1 Knowledge of Content				
Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator is knowledgeable about their content.				
Educator uses representations and explanations to capture key ideas.				
Educator engages students in learning process and higher cognitive levels of thinking are involved.				
Educator relates new learning to prior knowledge and reflection is conducted.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				

STANDARD 2.2 Content Application				
Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator is aware of their discipline's connection to other areas.				
Classroom activities are based on real world applications and higher order of cognitive thinking is involved.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				

Resources needed to complete areas of improvement:	
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STANDARD 3.1 Planning

Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator selects and creates learning experiences.				
Educator chooses strategies and accommodations.				
Educator's lesson plans show knowledge and skill for the instruction.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				

STANDARD 3.2 Assessment

Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator assesses student progress.				
Educator uses a variety of assessment data.				
Feedback is provided to students and guidance for student learning.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				

STANDARD 3.3 Strategies				
Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator uses strategies.				
Educator uses a variety of representations to provide instruction.				
Students are engaged and collaboration continues in the classroom.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				

STANDARD 4.1 Professionalism and Professional Learning				
Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator participates in professional development and is aligned with individual, local, state, and national needs.				
Educator relies on a variety of data to evaluate their teaching practice.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				

STANDARD 4.2 Being a Leader

Rubric Criteria	Novice Educator	Developing Educator	Proficient Educator	Distinguished Educator
Educator is a member of the instructional team and uses this involvement to make changes in instructional practice.				
Educator interacts with students and parents and confidential information is not shared.				
Educator complies with local, state, and national regulations.				
Educator engages community resources in the instructional program.				
Comments:	Sources of Evidence: <input type="checkbox"/>			
Areas of Improvement and/or Plan of Assistance:				
Resources needed to complete areas of improvement:				