

**NEGOTIATED AGREEMENT
BETWEEN VALLEY CENTER
UNIFIED SCHOOL DISTRICT #262
AND NEA-VALLEY CENTER
TEACHERS' ASSOCIATION
GOVERNING THE
2020-2021 SCHOOL YEAR**

June 29, 2020

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PREAMBLE

AGREEMENT made and entered into as of June 29, 2020 by and between THE BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 262, hereinafter referred to as the "Board", and VALLEY CENTER-NATIONAL EDUCATIONAL ASSOCIATION, hereinafter referred to as the "Association".

WHEREAS, representatives of the Board have met with representatives of the Association and have negotiated in good faith the terms and conditions of professional service; and,

WHEREAS, the Legislature of the State of Kansas has established the procedures for professional employees, excluding administrators, within a school district of Kansas to organize and to select a representative for the purpose of professional negotiation, and the majority of the employees have designated the Association as their professional negotiation representative; and,

WHEREAS, the Board and the Association recognize and declare that providing a quality education in USD 262 is a mutual desire and that the character of quality education depends upon the quality of the teaching staff; and,

THEREFORE, agree to the terms and conditions contained in this agreement, which shall remain in force and effect from August 1, 2020 through July 31, 2021.

It is understood that this agreement shall remain in effect until a new agreement is ratified or the Board of Education exercises the statutory right to issue unilateral contracts.

ARTICLE I. DEFINITIONS

- A. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current Licensure Handbook.
- B. ASSOCIATION: Valley Center-National Education Association, affiliated with Kansas-National Education Association and the National Education Association.
- C. BOARD: The Board of Education of Unified School District No. 262, Sedgwick County, Kansas.
- D. DAYS: Except when otherwise indicated, days shall mean calendar days.
- E. DISTRICT: Unified School District (U.S.D.) No. 262.
- F. K-NEA: Kansas-National Education Association.
- G. NEA: National Education Association.
- H. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 262, Sedgwick County, Kansas.
- I. TEACHER: All those who hold a current KSDE teaching license (except administrators) who are covered by the continuing contract law and are employed by the USD 262 Board of Education.

ARTICLE II. RECOGNITION, RIGHTS, AND OBLIGATIONS

A. ASSOCIATION RIGHTS;

1. Exclusive Recognition: The Board recognizes NEA Valley Center as the exclusive and sole representative of all Teachers of the district for the purposes of professional negotiations. The rights granted to the Association shall not be granted or extended to any other organization claiming to represent teachers of the district except as established by law.
2. Access to Buildings: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that classroom activities are not interrupted and that they notify the school office of their presence and the purpose of their business.
3. Use of Facilities and Equipment: The Association shall have the right to use school facilities and equipment not otherwise in use. Such equipment shall not be removed from the building without permission of the building principal. The individual using the equipment shall be responsible for repair or replacement costs beyond normal wear and tear if the equipment is damaged, stolen, or lost. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association may use school buildings for meetings by arranging such use with the building principals.
4. Bulletin Board and Mail Service: The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards and shall have the use of teacher mailboxes for communication to teachers. Such actions shall be subject to reasonable rules established in each building.

B. MANAGEMENT RIGHTS:

The Association acknowledges that the Board on behalf of the electors of the School District hereby retains and reserves unto itself, without limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Kansas.

The exercise of powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; the use of judgment and discretion in connection therewith shall be limited only the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms are in compliance with the Constitution and Laws of the State of Kansas.

C. ASSOCIATION-MANAGEMENT JOINT RESPONSIBILITY

The Superintendent, prior to calendar development, will convene with an advisory board made up of administrators and staff members (including VCNEA members). The recommendation from the Superintendent will be presented to the Board of Education for consideration as they adopt the calendar.

ARTICLE III. GENERAL PROVISIONS

A. 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 be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Board and the Association shall enter into discussion prior to any corrective action taken by the Board.

B. INDIVIDUAL TEACHING CONTRACT:

Each year after negotiations have been completed the District Office shall prepare a teaching contract for each member of the bargaining unit who is contractually committed to the district for the subsequent school year under the continuing contract law. If the contract is issued after May 15, teachers will have fifteen (15) days (from the postmark date) to return the contract to the District Office. If the deadline cannot be met, the teacher must contact the District Office and make arrangements for return of the contract. The provisions of the continuing contract law (K.S.A. 72-5437) and the Professional negotiation law (K.S.A. 72-5413, 1) shall apply to the issuance of all teacher contracts. Both the salary schedule and the supplemental schedule can be located on the USD 262 website under the employment tab.

C. TEACHER NEGOTIATIONS

Should the negotiation process become optional per state statute, the district will form a task force consisting of the designated VCNEA and BOE/Administration IBB teams, to come to an agreement on negotiable topics for USD 262.

D. TEACHER DISMISSAL PROCESS RIGHTS

After a minimum of four completed school years in USD 262, no teacher shall be recommended for nonrenewal for ineffective teaching without the employee being provided documentation that outlines the concern(s), provides step(s) to address the concern(s), and establishes a time frame for completion.

Additionally, after a minimum of four completed school years in USD 262, a licensed staff member may, upon learning of the intent to recommend non-renewal of his/her contract, proceed with the following protocol should he/she believe the non-renewal is unjustified.

1. Meet with the Superintendent and evaluator to discuss the reasons for non-renewal. The Superintendent may render an opinion as to whether the non-renewal should be placed on the board agenda for its next scheduled meeting; and
2. Upon receiving 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 teacher must notify and specify to the board in this request if they will have legal counsel and/or witnesses present; and
3. The board shall hold such meeting not later than the next regularly scheduled meeting 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 may specify the reason or reasons for the board's intention

to not renew the teacher's contract. The teacher shall be afforded up to 20 minutes during this executive session to respond to the board. Both parties shall have the right to have legal counsel present. The teacher may have a maximum of two witnesses participate in the meeting. Within 10 days after the meeting, the board shall make a final decision as to the matter.

SUNSET PROVISION – This provision shall be in effect for the 2016-2017 school year and will not be included in subsequent agreements unless expressly agreed upon by both the VCNEA and BOE/administration teams.

E. RELEASING A TEACHER FROM CONTRACT FOR THE FOLLOWING CONTRACT YEAR

Resignations and retirements will be accepted with the following conditions:

Tier 1: On or before January 2; pay the teacher \$2000

Tier 2: January 3 through February 29; pay the teacher \$1000

Tier 3: March 1 through June 2; no payment / no penalty

Tier 4: After June 2, a penalty of \$2000 will be assessed and the district has the right to request KSDE suspend the teacher's license for contract violation.

These provisions may be waived by the Board of Education.

F. REPRODUCTION OF THE AGREEMENT:

The Negotiated Agreement can be located on the USD 262 website.

ARTICLE IV. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: A complaint by a teacher, groups of teachers, or the Association based on an alleged violation, misinterpretation, or misapplication by the district of a negotiated contract, agreement, or other items directly pertaining to the terms and condition of employment.
2. Aggrieved Party: The person, persons, or the Association making the complaint.

B. PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

C. PROCEDURE:

1. Level One: The aggrieved party shall request a conference with his/her Principal within a reasonable time (30 days) when there is a grievance. At the conference the aggrieved party, either directly or through an Association grievance representative if requested by the aggrieved, shall seek to resolve the matter informally.
2. Level Two:
 - a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance he/she may file the grievance in writing (Grievance form attached to back of the agreement (Appendix C) may be used as written notification) simultaneously with the Association President or designee and the Principal within ten (10) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner.
 - b. Within five (5) school days after receipt of the written grievance by the Principal the Principal will meet with the aggrieved party and his/her representative from the Association in an effort to resolve it.
3. Level Three:
 - a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered with five (5) school days after presentation of the grievance, he/she may file the grievance with the Association President or designee for review and transmittal to the Superintendent of Schools within five (5) school days after the decision at Level Two or fifteen (15) school days after the grievance was presented, whichever is sooner.

- b. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved party and his/her representative from the Association in an effort to resolve it.

4. Level Four:

- a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance with the Association President or designee for review and transmittal to the Board of Education within five (5) school days after the decision at Level Three or ten (10) school days after he/she has met with the Superintendent, whichever is sooner.
- b. At the next regularly scheduled meeting of the Board of Education after receipt of the written grievance, the Board of Education will meet with the aggrieved party and his/her representative from the Association in an effort to resolve it.

D. RIGHTS OF TEACHERS TO REPRESENTATION:

- 1. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved party, any party in interest, any grievance Representative, the Association President or designee or any other participant in the grievance procedure by reason of such participation.
- 2. A teacher may represent himself/herself at all stages of the grievance procedure, or by a grievance representative from the Association, approved by the individual who is aggrieved. The Association shall be notified and have the right to be present and to state its views at all stages of the grievance procedure.

E. MISCELLANEOUS:

- 1. 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.
- 2. Forms to be used to file a grievance, (serving notices, taking appeals, making reports and recommendations, etc.) and other necessary documents will be prepared jointly by the Superintendent and the Association and shall be kept on file at the District Office and with the Association chairperson.

ARTICLE V. WORKING CONDITIONS

A. ACADEMIC FREEDOM:

1. The Board and Teachers seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Kansas, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which open inquiry is encouraged consistent with the intellectual and maturity level of pupils involved and the mores of the community.
2. The Board supports the open study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning when presented in accordance with accepted standards of professional responsibility and congruent with district approved curriculum.
3. In order to assure the continuity and sequence of the curriculum within the framework of academic freedom, teachers shall teach in a manner consistent with the curricular objectives of a course. Additionally academic freedom implies that a teacher shall teach with a scrupulous regard for honesty and accuracy.
4. Complaints regarding teaching methods, materials or contents should normally be referred to the teacher to be handled directly in a timely manner.
5. Any formal challenge to teaching content, methods or materials may written by the complainant and be directed to the building principal and promptly brought to the attention of the teacher. If such challenge cannot be resolved to the mutual satisfaction of the person raising the challenge, the principal and the teacher, the decision of the principal shall stand, pending a review by the superintendent with recommendation to the Board for final approval.

B. COMPLAINTS AND TEACHER DISCIPLINE:

1. Complaints: All formal complaints, made by a parent, student, or others, shall promptly (10 calendar days) be called to the attention of the teacher. The teacher will be provided a copy of any signed written complaint. The teacher shall have an opportunity to respond to any pertinent complaints.

Any formal complaint which is not promptly called to the attention of the teacher will not be used as part of an evaluation or as part of evidence considered for termination or non-renewal. Formal Complaint procedures are found in BOE policy KN.

Timelines may be waived in extraordinary circumstances by mutual agreement of the parties. The language in Section B will not apply in the event that the police or SRS have been notified.

2. Teacher Discipline:

- a. It is agreed by both parties that disciplinary actions are the first step taken in constructive discipline; and, are to be taken by administrators in situations involving violation of a rule, regulation, or safety practice. Disciplinary actions will be administered in an equitable manner.
- b. The Board agrees that information concerning proposed disciplinary actions is privileged information. The teacher may divulge such information to consult with or obtain representation from the Association.
- c. Disciplinary actions, (oral or written warning or reprimand) may be the first (1st) level of discipline and will be conducted in private. The specific incident shall be cited, and the teacher shall be permitted to respond to the proposed disciplinary action.
- d. The next step in formal disciplinary action may be a written reprimand that may be included in the teacher's personnel file. A teacher may petition to have a written reprimand removed from the file after a period of one year from the initial reprimand. Removal is at the discretion of the administration.
- e. The Board agrees that such measures as assignment to nonprofessional tasks or disapproval of leave requests will not be used as disciplinary measures.
- f. The teacher has the right to be represented by counsel at any disciplinary hearing before the Board of Education or with the Superintendent of Schools. The teacher has the right to contact the Association to discuss his/her rights in any other disciplinary matters.

C. TEACHER PROTECTION:

1. When an employee has been assaulted verbally or physically and/or has been threatened or intimidated during the carrying out of professional duties said employee will receive legal assistance from district lawyers and medical assistance by board approved doctors. If district lawyers feel charges should be filed staff must file charges to receive all assistance.

D. PROCEDURE FOR REDUCTION IN FORCE:

Once a determination has been made that a reduction in force will be necessary the following steps will be completed in the order listed below to determine which professional employees' positions will be reduced. This procedure will apply to teachers.

The administration will provide pertinent information regarding the abolishment of positions to potentially impacted professional educators.

The following guidelines will be used:

a. Step 1: Qualifications

A review of licensure/endorsement will be conducted to determine which professional employees hold credentials which qualify them for available positions in the district. Those who do not hold credentials appropriate to available positions will be reduced. If additional reductions will be necessary the process will advance to step 2.

b. Step 2: Evaluations

A review of the most recent three (3) evaluations of the remaining displaced professional employees will be conducted. Employees with one or more evaluations with recommendations for probational renewal or non-renewal will be reduced. If additional reductions will be necessary the process will advance to step 3.

c. Step 3: Seniority

A review of the professional experience of the remaining displaced professional employees will be conducted. Employees will be assigned 1 point per year of credited professional experience. One point per year will be assigned for experience in the area to which the employee could be assigned. An additional point will be added for each year of service in USD 262 schools. Reductions will be accomplished by first reducing those with the fewest points and working up the list in point order until sufficient professional employees have been reduced.

E. RECALL

Any professional educator, who is non-renewed as a result of the abolishment of positions, shall be reinstatement status for the next available vacancy in the professional educator's area(s) of certification, which occurs subsequent to the non-renewal for the two years immediately following the non-renewal.

- a. The non-renewed professional educator must notify the district in writing on or before May 15 of the year in which the non-renewal occurred of his/her desire to be placed in reinstatement status (placed on the recall list).
- b. The non-renewed professional educator must notify the district in writing on or before April 10 of the year following the professional educator's non-renewal of his/her desire to remain in reinstatement status for the next available vacancy which may occur for the second year.
- c. The non-renewed professional educator who wishes to be placed or remain in reinstatement status must keep on file in the district office of human resources his/her current address and phone number. Failure to do so will result in the professional educator being taken off of reinstatement status.

ARTICLE VI. TEACHER WORK SCHEDULE

A. WORK DAY:

1. The regular workday for teachers shall be eight (8) hours. Administration at each building shall determine the start and end time as well as the student start and end time subject to Board approval. School starting and ending times for the elementary and secondary students for each school year will be set on or before the May Board Meeting for the next year. The teacher shall follow building expectations regarding the duty day and student supervision before and after school per their staff handbook. A teacher's regular workday can be periodically reduced by building administrators as needed.
2. In the event school is scheduled to begin before the normal school day or end after the normal school day to make up school hours necessitated by conditions of severe weather, or construction, the teacher workday on such days shall begin ten (10) minutes before the amended student instruction day begins and shall end ten (10) minutes after the end of student instruction. Except that the principal may appoint staff members on a rotating basis to provide pupil supervision.
3. On Fridays or on days preceding holidays the teacher workday shall end 15 minutes after the student instruction day ends.
4. Teachers will be required to attend Parent-Teacher Conferences and School Open Houses, which may be scheduled outside the regular workday. The building principal may excuse attendance for these functions.
5. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. Teacher attendance for emergency closing other than inclement weather that will not place the teacher in peril shall be determined by the Superintendent.

If a building's master schedule change is being considered, the administrators will seek input from the teaching staff.

When a schedule change is deemed necessary, a building representative committee will be established to determine appropriate changes.

All recommendations must be made with adequate time to implement for the following school year.

B. PREPARATION TIME:

1. Middle and High School teachers shall have one normal instructional period each day as preparation time or a cumulative total of plan time each week that would be equal to 200 minutes.

2. Elementary teachers shall have a block of time each day of no less than 30 minutes and for a cumulative amount of time that is no less than 200 minutes weekly.
3. When at the request of the Administration a teacher is assigned teaching responsibilities in place of a substitute during his/her planning period, the teacher shall be compensated \$10 for half the period or less and \$20 for more than half the period.
4. Teachers employed for less than full time shall be compensated for a planning period calculated at the same fractional equivalent as the assignment is to full time. Such teachers shall remain on duty for all compensated time. (Moved from X.A.3.d)

C. DUTY-FREE LUNCH:

All professional teachers shall have a duty-free lunch for a period of not less than thirty (30) minutes each day, notwithstanding emergency situations.

D. PROFESSIONAL YEAR:

1. Contracted Days: The number of days for the school year covered by this agreement shall not exceed one hundred eighty seven (187) days, two of which (16 hours) are flex PD days.
2. New Teacher Contract Days: Teachers new to the district shall report two days earlier than returning teachers. They will not be compensated for the extra days.
3. School Calendar: The school calendar for each school year of this Agreement shall be provided to each teacher.
4. Teachers shall have one work day on the last contracted day of each semester.
5. Flex Work Day: Teachers are permitted to flex one-half of the work day at the end of the first semester. The one-half flex time can be achieved by documenting up to four hours of work within the school building (minimum 30 minute blocks) during non-contracted time. Each building principal will be responsible for establishing the documentation process. The window for this flex time is from after Thanksgiving Break and prior to the last student day of the first semester. Remaining hours, not documented, will be worked on the last workday of the first semester.

Teachers are permitted to flex the end of the year workday. This can be achieved by documenting up to eight hours of work within the school building (minimum of 30 minute blocks) during non-contracted time. Each building principal will be responsible for establishing the documentation process. The window for this flex time is after the first semester workday through the Friday prior to the last week of the school year. Remaining hours, not documented, will be worked on the last workday as designated on the calendar.

6. Teachers shall spend 16 hours outside of school hours for professional development (PD) activities. The calendar year for obtaining hours will be June 1 through May 31. To count as flex hours, activities must be those typically approved by the district's PD council.

- All activities must take place outside of the duty day.
- The activity must be one where you are learning, not merely working. Ex. If you are learning how to create curriculum maps, why they are important, etc. the time would count. If you are working on data entry for your maps, updating them, etc. the time does not count.
- If any of the learning activity is being reimbursed by the district through supplemental pay, tuition reimbursement, or registration /other fees are paid for by the district, it cannot be counted for flex time. (with the exception of New to the District Teacher PD days before the first teacher report day).
- Cannot be “Service to the Profession” activities as they typically do not involve personal learning, nor can they be taken to application or impact level PD points.
- Activities must have a duration of at least 30 minutes.
- If you lead a pre-advertised learning session where multiple staff can attend, your time is doubled.

Examples of allowable activities:

- Attending a learning session sponsored by a staff member
- Leading a learning session for others, that is pre-advertised so that other staff members can participate. (The presenter’s points will be doubled)
- Grade-level or PLC meetings where learning activities are taking place on weekends, before the school year begins, after school year ends, before or after the duty day, etc.
- Attending/learning during virtual meetings, webinars, and twitter chats outside the work day
- Book studies done with others outside the work day
- New to the district teacher training days
- Professional reading done on your own
- PD done during duty-free lunch (Lunch and Learns)
- College classes or workshops done on your own time and paid by yourself, including those taken for relicensure purposes.
- If one teacher agrees to work with another teacher or two after school, the “presenter’s” time is not doubled, but can count the actual time helping/demonstrating the topic at hand.
- Visiting other schools on days off to learn new techniques.
- If a teacher participates in a principal-approved and structured peer observation activity during their plan time, up to eight (8) Flex PD hours can be counted.

E. GRADE CARD PREPARATION:

Grades are to be finalized and posted by the end of the last teacher contracted day of each semester, as designated by the school calendar.

Additionally Pre-K - 8th Grade teachers are to finalize and post grades by the final day of the first and third nine weeks (quarters) as designated on the school calendar.

Each building principal will give staff a minimum of one month's notice for any other official grade reporting period.

F. DISTRICT LEADERSHIP TEAM:

1. The Director of Student Learning or appropriately qualified designee will chair the committee with the assistance of the teacher facilitators/leaders. Recommendation for membership to the leadership team will be submitted for approval by the Director of Student Learning to the Board of Education.
2. District membership for this leadership team will be determined by the Director of Student Learning and building administration based on application process and vertical alignment of curriculum, instruction and assessment needs.
3. The District Leadership Team will meet up to ten (10) times per year outside the teacher contract day and participate in a two-day summer training. One unexcused absence may result in reappointment determined by the Director of Student Learning and building administration.
4. A copy of the job description will be available to staff on the USD 262 website. Appointments to this leadership team will be made on or before the following school year.

Special Summer Curriculum Committees:

- a. Special Summer Curriculum Committees may be formed upon recommendation of the District Leadership Team and the Superintendent or designee and with the approval of the Board of Education. The composition of these committees shall be determined by the Board of Education upon recommendation of the Superintendent or designee.
- b. The responsibilities and reporting procedures of any Special Summer Curriculum Committee shall be as determined in the recommendation of the Superintendent or designee to the Board of Education for the formation of such Special Committee.
- c. Compensation of members of the Special Summer Curriculum Committees shall be as set by the Board of Education upon recommendation of the Superintendent or designee. Such compensation shall be based upon the approximate days needed to complete the project and shall be paid to the committee members only upon satisfactory completion of the project as determined by the Superintendent or designee.

G. PROFESSIONAL DEVELOPMENT COUNCIL:

1. The Superintendent or designee or appropriately qualified designee will chair the committee.

2. The Superintendent or designee will submit the names of those selected by individual building staff (1 from each building) for approval by the Board of Education.
3. PDC members will be appointed in May for the next year's committee for a term of one year. Members can be re-appointed at the end of the term.
4. The committee will meet up to ten (10) times during the year outside the teacher contract day. August – May.
5. The supplemental salary will be under Group B-6 of the Supplemental Salary Schedule.

H. BUILDING IMPROVEMENT TEAM/STUDENT IMPROVEMENT TEAM:

1. Each building may establish this team.
2. The number of team members will be determined by current building staff ratios.
3. Appointments will be for 1 year. Members can be re-appointed at the end of the term.
4. The supplemental salary will be under Group B-4 of the Supplemental Salary Schedule.
5. The team will meet as needed outside the teacher contract day.
6. Members will be appointed in May for the next year's committee.

I. TRANSFERS:

Teachers who are transferred for the good of students are transferred based on certification and experience. The Board of Education reserves the right to assign teachers and other staff where they will best serve the District's students. Those teachers being considered for transfer will be given the opportunity for input concerning such transfer prior to any re-assigning. Extra compensation is not due the staff member unless the re-assignment is a promotion with additional responsibilities.

ARTICLE VII. TEACHER EVALUATION AND FILES

A. TEACHER EVALUATION:

1. Procedure:

- a. The McRel CUES Teacher Evaluation System is the adopted system and instrument for teacher evaluations. In compliance with state statute, student growth measures (SGM's) will be incorporated into the system. Student growth measures will carry equal weight, as the four McRel standards. These five standards will be used in combination to determine the final summative evaluation rating.
- b. A pre-evaluation conference will be held between the appropriate Building Administrator and the teacher so that the objectives, methods, and materials of the evaluation may be reviewed.
- c. Evaluations will be scheduled as follows:
 1. Teachers in their first two consecutive years of employment in the district shall have a minimum of two (2) evaluations each year. One (1) evaluation and conference shall be completed no later than the 60th day of each semester.
 2. Teachers in their third and fourth years of employment shall have a minimum of one (1) evaluation per year. All evaluations must be completed by February 15. Additional evaluation conferences may be scheduled as needed in order to provide assistance in improving teaching performance.
 3. After the fourth (4) year of employment, teachers must be evaluated a minimum of once every three (3) years. All evaluation must be completed by February 15 of the school year in which the evaluation is held.
 4. Should the evaluation reveal performance deficiencies, a re-evaluation shall be scheduled. The evaluator and teacher will cooperatively develop a written plan of assistance. The teacher shall have the responsibility for correcting the deficiencies according to said plan. The building administrator shall provide input in correcting the deficiencies. A peer assistant teacher may be assigned by VCNEA to assist the teacher with the improvement plan if requested by the teacher. The requesting teacher may also allow the VCNEA peer teachers to sit in on conference held with the evaluating administrator when discussing the improvement plan. At no time shall peer teacher obstruct or hinder the evaluating administrator's legal responsibility to evaluate teachers.
- d. The Building Administrator shall make a minimum of two (2) observations per summative evaluation. Each observation will be a minimum of 45 minutes or one class period. One observation must be pre-planned. The teacher will be provided the observation report following each observation.
- e. The use of surveillance cameras/video should not be used in lieu of, or as part of the formal observation process, without the written consent of the evaluatee and evaluator.

B. TEACHER FILES:

1. Teacher Files Defined: For the purposes of this article teacher files are considered to be the official teacher personnel file in the administration building and the official personnel files maintained by a building principal if such is maintained.
2. Open to Teachers: Any teacher's files shall be open to the inspection of the teacher at all times, and at the request of the teacher, a representative of the Association may inspect the teacher's file. The teacher shall have the right to respond to all materials contained in said file. Such response shall become part of the file. Credentials and related papers from teacher placement bureaus which by their own regulations are labeled as "confidential" shall be exempt from teacher inspection.
3. Right to Reproduce Contents: The teacher and/or his/her representative shall have the right to reproduce any of the contents of his/her file.

ARTICLE VIII. LEAVES

A. TEMPORARY PAID LEAVES:

1. Illness, Injury of self or others or Deaths of others:

- a. Teachers shall receive fifteen (15) normal working days of temporary leave for each full contract year, accumulative to a limit of seventy-five (75) days. Days accrued during the contract year can be used over and above the maximum accumulation, but no more than 75 days can be carried forward from one year to the next. A Request for Leave shall be filed. Licensed staff may use up to three temporary paid leave for illness days when normal family care providers are not available due to emergency situations.
- b. Medical disability associated with pregnancy shall be treated as any other form of medical disability including but not limited to miscarriage, abortion, childbirth or recovery there from.
- c. When an employee is absent from duty for more than five (5) consecutive school days, the employee shall furnish verification of leave (including an estimate of length of the absence) by a licensed physician before sick pay will be allowed. A doctor's release shall be required in such cases before the employee is allowed to return to duty. Sick pay will not be allowed for days of absence not covered by the verification or for days the employee misses from duty after being released by the doctor.
- d. Teachers may use temporary paid leave for illness, injury, or death of others. Such leave shall be charged to the employee's temporary paid leave. Teachers may apply to the Superintendent for additional temporary paid leave under extenuating circumstances.
- e. Teachers may use temporary paid leave in case of medical or dental appointments for self or others. Teachers may use up to fifteen (15) days per year for these occurrences.
- f. At the end of the contract year, a teacher will be paid for unused sick leave in excess of 75 days at 1/3 of the daily substitute pay. Separate payment to be made with the October 25th pay warrant of the next year for teachers under contract.
- g. FMLA – Appendix F

2. Job Related Illness or Injury: Absence due to injury or illness incurred in the course of the teacher's employment, and covered by Workmen's Compensation, will be entitled to use the district's sick leave provisions; however, the teacher will be allowed to use sick leave only in fractional amounts to supplement the Workers Compensation benefits not to exceed 100% of the teacher's regular salary.

3. Sick Leave Bank:

- a. Definition: The sick leave bank is defined as a depository of accumulated sick leave which is contributed by the teacher and Board of Education for the purpose of providing the teacher security during long term, unforeseen illness, or injury due to accident.

- b. Each newly employed certified teacher will contribute one (1) day of vested temporary leave to the sick leave bank during the first year of employment. If the sick leave bank contains fewer than 360 days at the beginning of a school year, the Board of Education will restore the bank to 360 days.
- c. The accumulated days in the bank at the end of the school year shall remain. Additional days contributed by the newly employed teachers shall be credited to the bank each year. No further replenishment of the sick leave bank shall take place during a school year.
- d. Teachers must first use accumulated temporary leave days, then vested extended leave days (if applicable), before the sick leave bank will be available to them.
- e. Screening Board Membership: The Sick Leave Screening Board shall review all applications for benefits from the sick leave bank. The membership of the Board shall consist of the Superintendent or his/her designee, Teacher's Principal, a Board of Education Member, and six teachers (one from each building).
- f. Application Procedures:
 1. Any teacher who has exhausted all other vested district sick leave days may make written application for benefits to the Screening Board. A written statement from the physician which outlines the teacher's health status and inability to perform normal teaching duties must accompany the application for benefits.
 2. The disposition of the request for benefits shall rest with the Sick Leave Screening Board. A written summary of the decision of the Sick Leave Screening Board shall be furnished to the applicant within three (3) calendar days after a decision has been made.
 3. If benefits in excess of fifteen (15) days are utilized from the bank the teacher must submit an additional doctor's statement. The Screening Committee may request the teacher to submit to a physical examination by a physician chosen by the Screening Board. The cost of said physical examination shall be borne by the school district.
- g. The number of days of benefits from the bank are available to each teacher employed by the district according to the following number of years of service to the district:

<u>Years of Service</u>	<u>Days Available</u>
1 st and 2 nd year	20 days
3 rd year	30 days
4 th year	40 days
5 th year	50 days
6 th year	60 days
7 th year	70 days
8 th year	80 days
9 th year	90 days

NOTE: No teacher can draw more than ninety (90) teaching days from the bank in any one school year.

- h. Restoration Bank: A Restoration Bank will be established and will be used to repay up to 20 days per year that any teacher accesses from the sick leave bank, provided days are available from the bank. Teachers can access a total of 80 restoration bank days throughout their career with USD 262. Teachers may donate up to five sick leave days to the Restoration Bank on or before September 1. When the restoration bank balance falls below 200 donated days, staff will be able to donate additional days to the bank at the beginning of the next school year.
- i. A teacher accessing the sick leave bank multiple times cannot have a balance of days owed to the bank greater than the number of days they qualify for per their years of service.
- j. Restoring Borrowed Days: The teacher shall return borrowed days to the bank the following year or years as necessary. Five days will automatically be taken from the accumulated temporary leave each year plus all unused sick leave at the end of the year, until all borrowed days have been returned. Teachers who resign and have not restored all borrowed days will be docked for each day the amount paid substitute teachers.

4. Professional Improvement: Teachers may be granted temporary leave to attend local, regional, state, or national meetings of professional education associations or learned societies subject to the following limitations:

- a. All such requests must have a direct relationship to the teaching/extra duty assignment of the teacher and must be granted on the approval of the principal and superintendent.
- b. Budgetary provisions for attendance must be made in advance.
- c. Applications for professional leave shall be approved by the Superintendent or designated representative and shall be made one week in advance (in state) or 30 days in advance (out of state) prior to the anticipated absence.
- d. Professional leave shall not be charged to the teacher's accumulated temporary leave time.
- e. Consultation/Contracted Services: Certified employees may be excused from regular duty by the Superintendent to perform contracted services as to other districts, government agencies or private industry. If a certified employee receives payment for contracted or consulting services or pay for travel they will be required to take personal leave or take a salary deduction on the day they performed such services if during normal contracted time with the district unless waived by Board or their designee. The amount of the salary deduction will be based on the individual's daily compensation rate per their annual contract.

5. Personal Leave

- a. Each teacher in their first four years with USD 262 shall be allowed two (2) days of personal leave per year, chargeable to Temporary Paid Leave. These teachers may apply to receive up to three additional personal days per year by exchanging two sick days for each additional personal day.

Upon beginning the fifth consecutive year in USD 262, each teacher shall be allowed five (5) days of personal leave per year chargeable to Temporary Paid Leave. These teachers may not apply to receive additional personal days.

- b. Teachers who use personal leave will submit a request for such leave at least 24 hours prior to the absence, if known in advance. In case of emergencies, verbal approval may be given with the assurance that a request form will be filed within 48 hours after the employee returns to duty. Final approval will be made by building administration. Forms submitted that do not meet deadlines will not be approved and a deduction in pay will be made.
- c. Personal leave cannot be used to extend a holiday or vacation period. This provision may be waived only with prior approval of the superintendent.
- d. Teachers may leave the classroom for periods of one hour or less without salary deduction or a deduction in any benefit if prior approval is secured from the building Principal and the teacher has secured another teacher to cover the class without additional pay.
- e. Should a teacher need to take temporary paid leave but has no leave available, the teacher's pay will be reduced. The teacher will receive a salary deduction equal to 50% of the teacher's per diem rate if the absence falls under an FMLA qualifying reason. FMLA qualifying reasons include: 1) the birth of a child or placement of a child for adoption or foster care; 2) to bond with a child (leave must be taken within 1 year of the child's birth or placement); 3) to care for the employee's spouse, child, or parent who has a qualifying serious health condition; 4) for the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job; 5) for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent. When the absence does not fall under those parameters, the teacher will receive a salary deduction equal to 67% of their per diem rate of pay. The superintendent must approve all leave under this section.

The full amount of the deduction will be taken from a single paycheck as near the absence(s) as possible. Examples of such leave would include, but not limited to: weather related absences, extended leaves not covered under other provisions, etc. Should your remaining pay not cover your payroll deductions, you may petition the superintendent to modify the timeframe of the pay deduction.

- f. Leave under this article may not be used on an Inservice Day or Parent Teacher Conferences without prior approval of the Superintendent.
 - g. The Board will grant a maximum of five (5) teacher days per contract year for Association business related activities. These days may be utilized by the President of the Local Association, or person(s) designated by the president. The Association will be responsible for the cost of the substitute(s) needed. This leave is non-accumulative. A Superintendent request does not count toward the 5 days.
6. Jury Duty: Contracted employees who are called for jury duty shall be allowed to serve with no loss of pay or accumulated leave.

The jury duty form which indicates the per diem paid for jury duty shall be provided to the District Office and the amount will be deducted from the base pay of the individual. Meal allowances, mileage and other expenses will not be deducted.

B. EXTENDED LEAVES:

The Superintendent may recommend extended leaves for purposes not identified above. In making such recommendations the Superintendent will consider available replacements, potential benefits to the district, as well as the nature of the request. All recommendations for extended leave must be submitted to the Board for final determination. Leaves may be granted for a variety of reasons such as exchange or foreign teaching, to run for or hold public office, extended medical disability, study or military service. The Superintendent's recommendation to the Board shall set forth the conditions of the extended leave.

C. SABBATICAL LEAVE

1. Purpose

The sabbatical leave policy is designed to provide opportunities to engage in professional experiences having a major focus on self-improvement.

2. Qualifications

The applicant must have been employed in the school district for at least five (5) consecutive years. Absence from service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service. The applicant must not have been granted a sabbatical leave of absence from the district during the five (5) consecutive years of service immediately preceding the current application. The applicant must sign a note conditioned upon an agreement to return to service with the district immediately upon termination of the sabbatical leave.

3. Application

Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following August. For leave beginning the second (2nd) semester, applications shall be filed by November 1. Applicants requesting sabbatical leave commencing in September shall be notified by March 15 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified November 15 as to the status of their application. Applicants for sabbatical leave shall include with their application forms an outlined plan for the leave requested.

This plan shall include details of a project such as research, writing and travel to be pursued independently by the applicant.

4. Compensation

A sabbatical leave of absence may be for one (1) semester or one (1) academic year and shall be at no contractual salary. Upon return from such leave the employee 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.

5. Status While on Sabbatical Leave

An employee on sabbatical leave shall be considered to be in the employ of the district and shall have a contract. Full insurance benefits as set forth in this Agreement shall be provided employees on sabbatical leave. Employees on sabbatical leave shall be entitled to any and all benefits that may be provided by the Board to other contracted employees.

6. Status on Return from Sabbatical Leave

An employee returning from sabbatical leave shall be restored to his/her former teaching position. Vacancies created by sabbatical leave shall be filled on a temporary basis. Employees must work for the district for at least one school contract year upon return or must reimburse the district for the total cost of health insurance if the school district incurred a cost while on said leave unless waived by the Superintendent.

7. Sabbatical Committee

All applicants for sabbatical leave shall be reviewed by a committee composed of six (6) members. Three (3) of these shall be appointed by the Association and three (3) by the Superintendent. The committee shall consider the following criteria:

- a. Merit of the applicant's proposed program
- b. Applicant's length of service in the district
- c. Distribution from the areas of elementary, intermediate and secondary

8. Selection

The Sabbatical Committee shall make the final selection from the list of applicants. Annually, no more than two percent of the eligible employees from each of the three (3) levels (elementary, middle, senior high) shall be granted sabbatical leave upon application and approval. In the event applications are not received from one or more levels, the Committee shall grant leave to more than one applicant from a particular level. In no event is the total number of leaves granted to exceed three.

ARTICLE IX. FRINGE BENEFITS

A. SALARY DEDUCTIONS:

The Board of Education authorizes deductions from the salary of the teacher in order to make appropriate remittance for:

1. Association dues
2. Annuities/403b
3. Charitable donations (as approved by the Board)
4. Credit Union
5. Insurance (Health and Dental)
6. Disability Insurance shall not be available through the Salary Reduction Plan (pre-tax) but may be purchased through payroll deduction (after tax).
7. Term Life Insurance
8. Any other deductions agreed upon by the Superintendent and VCNEA leadership.

Such payroll deductions shall be handled according to rules established by the district administrator.

B. ACTIVITY PASS:

The Board agrees to provide a pass to each employee which grants free admissions to all school-sponsored athletic events for the employee, spouse, and all children who are high school age or younger.

C. SALARY REDUCTION:

1. Teacher salaries as designated in the teacher salary schedule shall be available for use in an IRC Section 125 Salary Reduction Plan as adopted.
2. Available benefits under salary reduction shall include:
 - a. term life insurance
 - b. health insurance premiums
 - c. dental insurance premiums
 - d. cancer insurance premiums
 - e. flexible spending accounts

Payment of premiums under the plan shall be limited to carriers approved by the USD 262 Board of Education.

D. HEALTH INSURANCE:

The District will provide teachers who are employed at least .5 time (1/2 time) the following contributions toward the District's group health insurance:

Tier	District Contribution
Employee	\$445.00
Employee + Spouse	\$581.00
Employee + Child(ren)	\$581.00
Family	\$581.00

The District will contribute an additional \$20 a month toward health insurance premium for those staff members that meet the Healthy Living Additional Benefit requirements as adopted by the District. Requirements of the Healthy Living Additional Benefit are subject to the terms and conditions set forth by the District. Employees hired following the beginning of a new plan year will become eligible to qualify for the Healthy Living Additional Benefit before the start of the next plan year. The plan year typically begins April 1.

This benefit does not carry a cash option; to receive the health insurance benefits, the teacher must participate in the approved district health insurance plan.

Any changes to the established plan currently offered by the District (unless provider changes during contract year), must be approved by the Health Insurance Committee, by majority vote, before approved by the Board.

An informational meeting will be held for all district personnel prior to the Health Insurance Committee vote.

The Health Insurance Committee (HIC) will consist of:

1. USD 262 District Office and/or BOE Member
2. Administrator representatives
3. Classified employee representatives
4. Representatives from VCNEA (one each: elementary, middle, & high school)

E. DIRECT DEPOSIT

Direct deposit of employee salary checks is available.

F. REIMBURSEMENT FOR TUITION

Members of the bargaining unit may, with prior approval of the superintendent, receive reimbursement for tuition costs under the following circumstances:

- Courses taken as part of a recognized Master's degree program in the field of education from a college or university's Education Department; or courses taken as part of graduate programs

that lead to a specialist degree, building-level license, district-level administrative license, Ed.D, or Ph.D.

- Reimbursement for any tuition would not exceed one-half of the actual cost, up to a maximum of \$500.00 per course.
- Payment will be made on or before June 25, provided evidence has been given showing successful completion of the course(s).
- Any tuition pool entitlements and/or reimbursements received during the current or previous contracted year must be repaid if the teacher does not return for employment with USD 262.
- The total amount for all payments under this section shall not exceed \$20,000 per year.

ARTICLE X. TEACHER COMPENSATION

A. GENERAL PROVISIONS:

1. Placement on Column: Each teacher shall be eligible for and shall receive the highest salary to which his/her highest academic preparation and experience entitles him/her. On the Teacher Salary Schedule, Section D of this Article, each vertical column shall represent an earned degree from an accredited institution of higher learning or an intermediate column between earned degrees representing additional earned graduate credit semester hours not already counted in an earned degree. To be eligible for an appropriate degree column the teacher must have earned the degree that column requires. His/her placement on an intermediate track higher than the degree track to which he/she is entitled is contingent upon his/her having earned the additional number of graduate semester hours which that track specifies. Such additional graduate hours are credit semester hours (or their equivalent in quarter hours) not already counted in an earned degree.
2. Placement On Step: At the time of initial employment in USD 262 each teacher shall be placed on the highest number full step for which he/she is qualified. Partial years of experience will be rounded back to a full step when full credit for past experience is allowed. The teacher shall normally qualify for advancement of one step for each year of public school teaching experience outside of the district, rounded back to the nearest full step. However, the district reserves the right to make initial placement on a lower step if such experience was not contracted and/or is not recent.

After initial placement on the teacher salary schedule, teachers shall move to the next highest full step for each contracted year of full or part time teaching in the district.

In the event a teacher is hired by the district on a step lower than their previous year's experience, the teacher will be advised of the reasons for this lower placement on the salary schedule.

3. Movement to the Salary Schedule: Teachers cannot move more than one vertical step from one contract year to next. Horizontal advancement on the schedule will be based upon the number of additional credit hours earned after the highest degree is attained and since the last column movement. Any hours earned beyond what is needed for the current movement will be carried over for future use. Such hours shall be filed in the District Office no later than October 1 of each year.

A certified transcript of credits earned or a properly authorized confirmation letter shall be required as suitable evidence.

- a. All hours necessary for horizontal advancement on the salary schedule must meet the approval of the Superintendent of Schools. All such requests and approvals shall be in writing (see Appendix D form). The criteria for approval shall be whether or not the hours will benefit the teacher's performance in Valley Center USD 262, or classes required in an advanced degree program.

- b. In the event a course for advancement on the salary schedule is rejected by the Superintendent, within 30 days the teacher involved may appeal this decision to an Appeal Board consisting of the Superintendent of Schools, a Board Member, the assistant superintendent, the building Administrator from the building in which the teacher teaches, and a teacher who represents the area in which the teacher teaches. The decision should be made by the Appeal Board within ten (10) days.
 - c. Teachers who intend to move columns must notify the district office by the last Friday in May. An official transcript of all credit hours earned for column movement must be submitted by October 1st of the year of movement.
4. Inservice Points for Salary Advancement: A teacher with an approved professional development plan may count each twenty (20) points earned equivalent to one graduate hour of college credit up to the equivalent six (6) college credits. These 120 points are the equivalent of six (6) college credits for advancement to MA+12, MA+24, MA+36, MA+48 and MA+60.

Individuals with a Master's Degree may move columns on the salary schedule by using 120 knowledge or application level points plus any combination of 120 points received from college credits and/or impact level points (20 impact points = 1 college credit). The points must be earned during the current license cycle.

5. Longevity Pay: All who have been employed as a teacher and as of September 1 are in their tenth (10th) year or beyond in USD 262 will receive an annual retention bonus stipend with the November 25 pay period. Payments will be as follows:
- a) Years 10-14, employee received \$150
 - b) Years 15-19, employee received \$200
 - c) Years 20-24, employee received \$250
 - d) Years 25-29, employee receives \$300
 - e) Years 30 and beyond, employee receives \$350

B. COMPENSATION:

1. Extra Assignment and Extended Contract Rate: The salary schedule is based on the regular school calendar and the normal teaching load as set forth in this agreement. Any teacher whose assignment exceeds the regular teacher work year shall be additionally compensated as follows:
- a. If the teacher voluntarily teaches a full load and does not have a planning period, additional compensation will be allowed. Payment shall be made for the fractional part of the school day included in the planning period.
 - b. If the contract year exceeds the normal number of contracted days, the calculated daily rate for the regular year will be calculated and multiplied times the number of days in the extended contract.
 - c. In the event a substitute teacher cannot be secured resulting in students being distributed to other classrooms for a full day of instruction, teachers who take on the

responsibility for a full day of instruction with five or more of the distributed students will be compensated \$25/day. The teacher will be required to submit the appropriate paperwork to receive the payment.

Teachers may request an extended contract. Such a request shall include a job description, number of days necessary to complete the work, and the number of teachers involved. The request shall be submitted to the Superintendent. Final approval for such requests shall be made by the Board.

2. Extracurricular Compensation:

- a. Extra Duty Assignments: Extra duty assignments are outside of the teacher's workday. Extra duty assignments include all teacher employment and Saturday Detention which is compensated but not specifically contracted. Extra duty assignments and responsibilities shall be assigned to those teachers who initially express their intent to cooperatively participate. If the voluntary system fails to produce enough volunteers to sponsor/work activities, the administration may utilize each district staff member once in sponsoring activities.

Extra duty assignments include all teacher employment which is compensated but not specifically contracted. The pay scale shall be as follows:
Compensation shall be at the rate of fifteen dollars (\$15.00) per hour with a maximum payment of two hundred forty dollars (\$240.00) per event (16 hours).

For all homebound teaching, professional development and/or curricular work that is requested by administration, the compensation shall be at the rate of twenty dollars (\$20) per hour.

Summer school teachers for USD 262 programs will be compensated at the rate of twenty-six dollars and twenty-five cents (\$26.25).

- b. Supplemental Assignments: A teacher accepting supplemental assignment shall be compensated as specified in Appendix A.
- c. Insurance: All extra duty and supplemental assignments shall be covered by Worker's Compensation Insurance.
3. Compensation: A payment equal to 2/3 of the daily pay for a daily substitute teacher (not to include daily pay for permanent subs) for accumulated sick leave (maximum of 90 days) will be made to a teacher employed by USD 262 at retirement, or death of that teacher who has served the district a minimum of six (6) years. In the event of the employee's death, that specified dollar amount of compensation for accumulated sick leave will be awarded to that teacher's beneficiary (ies).
4. Mileage Allowance: Any teacher that is required or requested to use his/her personal automobile as a regular condition of employment or for other business of the district shall be reimbursed for his/her expenses each semester based on the rate per mile established by the Secretary of Administration of the state of Kansas. All such requests for mileage reimbursement must have prior approval of the District Office.

5. National Board Certification: All National Board Certified teachers shall receive an annual \$1,000 bonus for 10 years, which is the life of the certificate, plus be reimbursed the certification fee. (Only available to current USD #262 employees).
 - a. The Board will pay up to but not exceed \$2,500 per application. This amount will be debited from the funds referred to in Article IX.F.
 - b. If teacher receiving district payments for the application leaves the employment of USD 262, on his/her own accord, within one year of completion of the program, or should the employee not receive National Board Certification, the employee will repay the full amount of the application payment. This payment must be received within six calendar months beginning with the day of notification of not receiving National Board Certification. A copy of the official letter will be required to be placed in the teacher's personnel file.
 - c. The district will grant the equivalent of 12 college credit hours per Negotiated Agreement upon successful completion of the certification program.
6. For the 2020-2021 school year, in the event the district's state general fund appropriations are not reduced by an amount greater than \$200,000 before May 1, 2021, each member of the bargaining unit will receive a one-time payment with the May 25, 2021 pay warrant that equals 2% of their contracted base salary, not including longevity or supplemental contract amounts.

This section (Article X, B, 6) is in effect for the 2020-2021 school year only and terminates July 31, 2021.

C. METHOD OF PAYMENT:

1. Pay Periods: Teachers shall be paid in twenty-four (24) equal installments on the 10th and 25th of each month. If these dates fall on a weekend or school holiday, that pay date will be the last school day before the school weekend or school holiday.
2. Teachers in their first year of employment shall be paid in twenty-five (25) equal installments on the 10th and 25th of each month beginning on August 25th (Exception - when Spring Break falls one week in advance of payday it would be excluded from holiday pay schedule as explained in #1 above).
3. Exceptions: A written request for lump sum payment for June 25th, July 10th, 25th, August 10th and 25th must be on file in the District Office before April 1 of the year payment is to be made. Once a request has been made the lump sum payment will continue from year to year unless the written request is withdrawn.
The lump sum payment will be available on June 25th or on the Friday before the 25th if it falls on Saturday or Sunday.
4. Summer Checks: Summer checks other than for summer school teachers shall be mailed to the address designated by the teacher.

5. Correction or adjusting contractual errors or omissions on the teacher contract: The Board of Education and the teacher will adjust contract salaries when errors or omissions have been noted. All errors are subject to retroactive action for that current contracted period.

D. TEACHER SALARY SCHEDULE:

The teacher salary schedule for the 2020-2021 school year is set forth as Appendix A.

E. TEACHER TRANSITION TO ARK VALLEY COOPERATIVE

1. For the purpose of the 2021-2022 school year only, Special Education teachers employed by the Sedgwick County Interlocal #618 prior to the 2021-2022 contract year and offered a contract for the Ark Valley Special Education Cooperative will be permitted to transfer any sick/personal days to USD 262 to the maximum amount permitted to carry over in this agreement. The consecutive years of service with the Interlocal will be regarded as consecutive years of service with USD 262 for longevity and leave aspects of the Negotiated Agreement.
2. For the purpose of the 2021-2022 school year only, Special Education teachers employed by the Sedgwick County Interlocal #618 prior to the 2021-2022 contract year and offered a contract for the Ark Valley Special Education Cooperative will be permitted to transfer any sick/personal days to USD 262 to the maximum amount permitted to carry over in this agreement. The consecutive years of service with the Interlocal will be regarded as consecutive years of service with USD 262 for longevity and leave aspects of the Negotiated Agreement.

F. SUPPLEMENTAL DUTIES SCHEDULE:

1. All persons performing supplemental duties listed on the schedule for the first time will be placed on the adopted schedule.
2. Teachers who sign a supplemental duty contract and resign that position after the first pay day of the school year (September 10) will pay the district \$100.00. Exceptions to this would be if said teacher accepts another position as approved or requested by the district for supplemental contract or for medical reasons as certified by district doctor.
3. Any alterations or divisions made regarding supplemental pay will be subject to the conditions outlined in the Athletic and Activities Handbook and must be approved by administration.
4. If a teacher has signed a supplemental duty contract and has not fulfilled the expectations (i.e. excessive absences, non-participation, or any other essential job related duties) of the supplemental position(s), the supplemental contract(s) may be rescinded and the position(s) may be reassigned at the discretion of the administration. The pay may be adjusted based on the percentage of contract fulfilled.

5. Supplemental Salary Schedule percents are applied to the base BA schedule to calculate salaries.

Group A	Group B
0 . . . 14.5%	0 11.0%
1 . . . 13.5%	1 10.5%
2 . . . 12.0%	2 7.0%
3 . . . 11.0%	3 4.5%
4 . . . 9.5%	4 3.5%
5 . . . 8.5%	5 2.5%
6 . . . 8.0%	6 2.0%
7 . . . 7.0%	7 1.25%
8 . . . 6.5%	
9 . . . 5.5%	
10 . . . 3.5%	

6. The following is in effect for the 2020-2021 school year only and terminates July 31, 2021.
- In the event federal, state, or local authorities deem it necessary to delay, shorten, postpone, or cancel the activity for which the contract covers, coaches/sponsors who are members of the bargaining unit will receive their full supplemental pay for the sport/activity provided they fulfill other student-centered duties needed by the district. These duties will occur outside of the normal duty day and the hours will not exceed the normal hours of the sport/activity. Duties could include, but are not limited to tutoring; Zoom office hours; supervising intramural activities, student conditioning programs, sport-specific educational activities, and/or other after school activities.
 - All supplemental contracts will be paid in nine payments; monthly on the 25th beginning in September 2020 through May 2021.

The Negotiated Agreement between the NEA-Valley Center Teachers' Association and the Unified School District #262 Board of Education for the 2020-2021 year, attached hereto, is hereby ratified.

By 
NEA-Valley Center Teachers' Association President

7-2-2020
Date

By 
Unified School District 262 Board President

6-30-2020
Date

2020-2021 Salary Schedule

YRS EXP	STEP	BA	BA+12	BA+24	BA+36	MA	MA+12	MA+24	MA+36	MA+48	MA+60
0	1	\$44,000	\$44,446	\$44,874	\$45,409	\$46,952	\$47,487	\$48,089	\$49,592	\$50,360	\$51,128
1	2	\$44,535	\$44,981	\$45,409	\$45,944	\$47,487	\$48,022	\$48,624	\$50,127	\$50,895	\$51,663
2	3	\$45,070	\$45,516	\$45,944	\$46,479	\$48,022	\$48,557	\$49,159	\$50,662	\$51,430	\$52,198
3	4	\$45,605	\$46,051	\$46,479	\$47,014	\$48,557	\$49,092	\$49,694	\$51,197	\$51,965	\$52,733
4	5	\$46,140	\$46,586	\$47,014	\$47,549	\$49,092	\$49,627	\$50,229	\$51,732	\$52,500	\$53,268
5	6	\$46,675	\$47,121	\$47,549	\$48,084	\$49,627	\$50,162	\$50,764	\$52,267	\$53,035	\$53,803
6	7	\$47,210	\$47,656	\$48,084	\$48,619	\$50,162	\$50,697	\$51,299	\$52,802	\$53,570	\$54,338
7	8	\$47,745	\$48,191	\$48,619	\$49,154	\$50,697	\$51,232	\$51,834	\$53,337	\$54,105	\$54,873
8	9	\$48,280	\$48,726	\$49,154	\$49,689	\$51,232	\$51,767	\$52,369	\$53,872	\$54,640	\$55,408
9	10	\$48,815	\$49,261	\$49,689	\$50,224	\$51,767	\$52,302	\$52,904	\$54,407	\$55,175	\$55,943
10	11	\$49,350	\$49,796	\$50,224	\$50,759	\$52,302	\$52,837	\$53,439	\$54,942	\$55,710	\$56,478
11	12		\$50,331	\$50,759	\$51,294	\$52,937	\$53,577	\$54,074	\$55,577	\$56,345	\$57,113
12	13		\$51,074	\$51,502	\$52,037	\$53,680	\$54,217	\$54,817	\$56,320	\$57,088	\$57,856
13	14		\$51,817	\$52,245	\$52,780	\$54,423	\$54,960	\$55,560	\$57,063	\$57,831	\$58,599
14	15			\$52,988	\$53,523	\$55,166	\$55,703	\$56,303	\$57,806	\$58,574	\$59,342
15	16			\$53,731	\$54,266	\$55,909	\$56,446	\$57,046	\$58,549	\$59,317	\$60,085
16	17				\$55,266	\$56,909	\$57,446	\$58,046	\$59,549	\$60,317	\$61,085
17	18				\$56,266	\$57,909	\$58,446	\$59,046	\$60,549	\$61,317	\$62,085
18	19					\$58,909	\$59,446	\$60,046	\$61,549	\$62,317	\$63,085
19	20					\$59,909	\$60,446	\$61,046	\$62,549	\$63,317	\$64,085
20	21						\$61,446	\$62,046	\$63,549	\$64,317	\$65,085
21	22							\$63,046	\$64,549	\$65,317	\$66,085
22	23								\$65,549	\$66,317	\$67,085
23	24									\$67,317	\$68,085
24	25										\$69,085

ATHLETIC SCHEDULE

Group A-0	
HS Head Football	\$6,380.00
HS Head Basketball	\$6,380.00
HS Head Cheerleader Sponsor	\$6,380.00

Group A-1	
HS Head Wrestling	\$5,940.00
HS Head Volleyball	\$5,940.00

Group A-2	
HS Head Baseball	\$5,280.00
HS Head Soccer	\$5,280.00
HS Head Softball	\$5,280.00
HS Head Track	\$5,280.00

Group A-3	
HS Head Cross Country	\$4,840.00
HS Head Tennis	\$4,763.00
HS Head Swim	\$4,763.00
HS Head Dance Sponsor	\$4,763.00

Group A-4	
MS Head Volleyball	\$4,180.00
MS Head Football	\$4,180.00
MS Head Wrestling	\$4,180.00
MS Head Basketball	\$4,180.00
MS Head Track	\$4,180.00
MS Head Cheerleader Sponsor	\$4,180.00
HS Head Golf	\$4,180.00
HS Head Bowling	\$4,180.00
HS Asst Football	\$4,180.00
HS Asst Basketball	\$4,180.00
HS Asst Wrestling	\$4,180.00

Group A-5	
HS Asst Volleyball	\$3,740.00

Group A-6	
HS Asst Cheerleader Sponsor	\$3,520.00
HS Asst Track	\$3,520.00
HS Asst Softball	\$3,520.00
HS Asst Baseball	\$3,520.00
HS Asst Soccer	\$3,520.00
HS Asst Tennis	\$3,520.00
HS Asst Cross Country	\$3,520.00
MS Head Tennis	\$3,520.00
MS Head Cross Country	\$3,520.00

Group A-7	
HS Asst Swim	\$3,080.00
HS Asst Bowling	\$3,080.00
MS Asst Track	\$3,080.00
MS Asst Basketball	\$3,080.00
MS Asst Football	\$3,080.00
MS Asst Volleyball	\$3,080.00
MS Asst Wrestling	\$3,080.00
MS Asst Cheerleading Sponsor	\$3,080.00

Group A-8	
HS Asst Golf	\$2,860.00

Group A-9	
Summer Weights Coordinator	\$2,420.00
MS Asst Tennis	\$2,420.00
MS Asst Cross Country	\$2,420.00

Group A-10	
Asst Summer Weights	\$1,540.00
HS Off-Season Weights	\$1,540.00

NON-ATHLETIC SCHEDULE

Group B-0	
HS Head Debate	\$4,840.00
HS Head Forensics	\$4,840.00
HS Instrumental Music	\$4,840.00

Group B-1	
HS Vocal Music	\$4,620.00

Group B-2	
HS Yearbook	\$3,080.00
HS Musical	\$3,080.00
HS Asst Debate	\$3,080.00
HS Asst Forensics	\$3,080.00
HS Head Scholars' Bowl	\$3,080.00
HS AV Productions	\$3,080.00
HS Concessions Manager	\$3,080.00

Group B-3	
Elementary Vocal Music	\$1,980.00
HS Head Drama (per play)	\$1,980.00
HS Chess	\$1,980.00
HS Student Council Sponsor	\$1,980.00
MS Vocal Music	\$1,980.00
MS Instrumental Music	\$1,980.00

Group B-4	
HS Skills USA Sponsor	\$1,540.00
HS DECA Sponsor	\$1,540.00
HS FBLA Sponsor	\$1,540.00
HS FCCLA Sponsor	\$1,540.00
HS HOSA Sponsor	\$1,540.00
HS Flag Choreographer	\$1,540.00
HS Assistant Concessions Manager	\$1,540.00
MS Yearbook	\$1,540.00
MS Technology Student Association (TSA)	\$1,540.00
MS Student Council Sponsor	\$1,540.00
Student/Building Improvement Team	\$1,540.00
Teacher Leadership Academy Team	\$1,540.00

Group B-5	
HS Senior Sponsor	\$1,100.00
HS Junior Sponsor	\$1,100.00
HS Asst Drama (per play)	\$1,100.00
HS Newspaper	\$1,100.00

Group B-6	
Professional Development Council	\$880.00
HS Robotics Coach	\$880.00
HS Freshman Sponsor	\$880.00
HS Sophomore Sponsor	\$880.00
IS Student Council Sponsor	\$880.00
Elementary Instrumental Music	\$880.00
MS Scholars' Bowl Sponsor	\$880.00
HS/MS SHOW Sponsor	\$880.00
District Leadership Team	\$880.00
Elementary Honor Choir Director	\$880.00
Elementary Yearbook Sponsor	\$880.00
MS Concessions Manager	\$880.00

Group B-7	
Testing Coordinator	\$550.00
IS Robotics Club	\$550.00
MS Science Olympiad	\$550.00
MS Math Relay Coordinator	\$550.00
MS Spelling Bee Coordinator	\$550.00
IS Kindness Club Sponsor	\$550.00
Elementary Chess Sponsor	\$550.00
Elementary Asst Honor Choir	\$550.00
HS Clubs meeting following conditions:	
1. Constitution	
2. Elected Officers	
3. Regular Meetings Outside of School Hours (at least 4 per year)	
4. Approval of Building Principal and Superintendent of Schools	

Group C	
TLC Advisor - Secondary Math	\$850.00
TLC Advisor - Secondary Language Arts	\$850.00
TLC Advisor - Elementary	\$850.00

Group M	
Tier 1 Mentor	\$1,000.00
Tier 2 Mentor	\$500.00
Tier 3 Mentor	\$250.00

McREL's

TEACHER
EVALUATION
SYSTEM

CUES

FRAMEWORK



PROFESSIONAL DEVELOPMENT PLANNING FORMS

GOAL SETTING FORM

Teacher _____ Current Year _____ Status _____

Teacher Position/Subject Area _____ Years Teaching _____

Grade Level _____ Plan Type (check plan type for the current school year)

School _____ ☐ Individual ☐ Monitored ☐ Directed

District _____

Evaluator Name _____ Mentor Name (if required) _____

Evaluator Title _____ Mentor Position/Subject Area _____

D. CUES FRAMEWORK	
<p>CUES Framework Components</p> <p>Content – Teachers plan instruction to teach a rigorous and relevant curriculum.</p> <p>Understanding – Teachers use research-based instructional strategies and assessment practices to deliver high-quality instruction.</p> <p>Environment – Teachers create an environment that supports learning.</p> <p>Support – Teachers contribute to high-quality teaching and student learning.</p>	<p>Framework Components to Be Addressed:</p> <p>Framework Elements to Be Addressed:</p>

E. GOALS				
GOAL	ACTIVITIES/STRATEGIES	EXPECTED OUTCOMES AND EVIDENCE OF COMPLETION	RESOURCES NEEDED	TIMELINE
Goal 1:				
Goal 2:				
Goal 3:				

Teacher Signature _____ Date _____

Mentor Signature _____ Date _____

Evaluator Signature _____ Date _____



TEACHER MID-YEAR PROGRESS FORM

Teacher _____ Current Year _____

Evaluator Name _____ Plan Type (check plan type for the current school year)

Mentor Name (if required) _____ ☐ Individual ☐ Monitored ☐ Directed

F. EVIDENCE OF PROGRESS TOWARD ACHIEVING GOALS				
Goal 1:				
Goal 2:				
Goal 3:				

G. NARRATIVE COMMENTS		
Teacher Comments	Mentor Comments	Evaluator Comments
Teacher Signature _____ Date _____	Mentor Signature _____ Date _____	Evaluator Signature _____ Date _____



END-OF-YEAR PROGRESS FORM

Teacher _____

Current Year _____

Evaluator Name _____

Plan Type (check plan type for the current school year)

Mentor Name (if required) _____

☐ Individual ☐ Monitored ☐ Directed

H. EVIDENCE OF GOAL COMPLETION				
Goal 1:				
Goal 2:				
Goal 3:				

I. GOAL ATTAINMENT		
Goal 1 was successfully completed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Goal 2 was successfully completed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Goal 3 was successfully completed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

J. NARRATIVE COMMENTS		
Teacher Comments	Mentor Comments	Evaluator Comments
Teacher Signature _____ Date _____	Mentor Signature _____ Date _____	Evaluator Signature _____ Date _____

CUES TEACHER RUBRIC

CUES FRAMEWORK COMPONENTS

This rubric is built around an instructional program framework that includes four components:

1. CONTENT

Content relates to the goals for instruction and includes articulation of what students are expected to know, understand, and be able to do, as well as expectations for performance (performance standards). The district is responsible for defining the essential knowledge and skills and the depth of knowledge or level of skill development that students are expected to acquire in each content area. Teachers are responsible for using the tools (i.e., curriculum frameworks, vocabulary lists, common planning templates, and common units) that districts develop to guide instructional planning so that students have the opportunities they need to acquire the essential knowledge and skills identified by the district.

2. UNDERSTANDING

Understanding relates to how students will acquire, integrate, and apply the articulated essential knowledge and skills and develop long-lasting understanding of content. It also explicitly identifies the criteria for demonstrating knowledge, understanding, and skills. Teachers are responsible for using an agreed-upon set of research-based instructional strategies, tiered interventions, a variety of formative and summative assessments (some of which are common among courses and grade levels), and a variety of technologies to enhance instruction.

3. ENVIRONMENT

Environment relates to practices that maintain a classroom culture that supports all students in learning a rigorous and relevant curriculum. At the teacher level, these practices relate to developing positive relationships between teachers and students, creating a psychologically safe classroom environment, and helping students develop productive habits of mind.

4. SUPPORT

Support relates to policies, procedures, and practices that are necessary to support high-quality teaching and learning for all students. Teachers contribute to high-quality teaching and student learning by following district policies; implementing procedures and practices at the school and classroom levels; providing leadership that supports these policies, procedures, and practices when appropriate; and challenging those that are not accomplishing the goal of supporting student learning.

Standards, elements, and indicators for each component of the framework follow.

CUES FRAMEWORK OBSERVATION RUBRIC FORM

CONTENT

Teacher plans instruction to teach a rigorous and relevant curriculum.

a. Teacher aligns instruction with the adopted curriculum and performance standards.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Uses the adopted curriculum to plan lessons that provide opportunities for students to meet performance standards. <input type="checkbox"/> Communicates performance standards to students. ☉ <input type="checkbox"/> Uses agreed-upon templates to guide and organize planning.	... and <input type="checkbox"/> Includes strategies for teaching content area vocabulary in lesson plans based on student needs and performance. ☉ <input type="checkbox"/> Reflects upon the effectiveness of daily lessons.	... and <input type="checkbox"/> Monitors and analyzes the lesson's effect on student learning and adjusts lesson plans accordingly.	... and <input type="checkbox"/> Models for and assists others in aligning instruction with the adopted curriculum and performance standards. ☉	<input type="checkbox"/> Minimum requirement not met.
b. Teacher develops and applies strategies to make the curriculum rigorous and relevant for all students.				
<input type="checkbox"/> Designs learning experiences that help students develop conceptual understanding. ☉ <input type="checkbox"/> Designs learning experiences that help students develop procedural fluency. ☉	... and <input type="checkbox"/> Assists students in understanding the personal relevance of the content. ☉ <input type="checkbox"/> Plans lessons that include content in real-world contexts. ☉	... and <input type="checkbox"/> Plans lessons that include connections to other disciplines.	... and <input type="checkbox"/> Collaborates with other teachers to develop lessons or units that capitalize on the links within and between content areas.	<input type="checkbox"/> Minimum requirement not met.
c. Teacher plans instruction appropriate for his/her students.				
<input type="checkbox"/> Incorporates knowledge of how students learn in planning. <input type="checkbox"/> Incorporates knowledge of students' levels of intellectual, physical, social, and emotional development in planning. <input type="checkbox"/> Understands how one's own biases can influence instruction.	... and <input type="checkbox"/> Uses a variety of data sources to ensure instructional planning meets the needs of all students. <input type="checkbox"/> Incorporates knowledge of influences (e.g. development, culture, language proficiency) that affect <i>individual</i> student learning in planning. ☉ <input type="checkbox"/> Addresses one's own biases in planning lessons.	... and <input type="checkbox"/> Develops lessons that intentionally counteract stereotypes and promote diversity as an asset. <input type="checkbox"/> Incorporates materials that address the histories and contributions of various cultures. ☉	... and <input type="checkbox"/> Collaborates with colleagues to analyze the appropriateness of the curriculum for students in the school.	<input type="checkbox"/> Minimum requirement not met.

d. Teacher knows the content appropriate to his/her teaching specialty.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Knows the important concepts and processes of his/her subject area(s). ☉ <input type="checkbox"/> Uses the academic language of the subject area(s) and makes it accessible to his/her students. ☉	... and <input type="checkbox"/> Applies knowledge of his/her subject area(s) to create learning experiences that make the content meaningful and accessible to students. ☉ <input type="checkbox"/> Uses knowledge of student misconceptions about the subject area to guide student learning of the subject. ☉ <input type="checkbox"/> Incorporates a wide variety of literacy skills within content areas to enhance learning. ☉	... and <input type="checkbox"/> Uses knowledge of the subject(s) beyond course requirements to involve students in solving real-world problems related to local, national, or global issues. ☉ <input type="checkbox"/> Relates the content of his/her subject area(s) to other disciplines. ☉	... and <input type="checkbox"/> Expands knowledge of subject(s) beyond requirements for teaching assignment(s). ☉ <input type="checkbox"/> Applies knowledge of subject area(s) to evaluate and modify curriculum materials and instructional resources. ☉	<input type="checkbox"/> Minimum requirement not met.
Artifacts and Evidence: <input type="checkbox"/> Agreed-upon templates to guide and organize planning <input type="checkbox"/> Lesson plans <input type="checkbox"/> Uses the adopted curriculum to plan units of instruction and individual lessons <input type="checkbox"/> Lesson plans supporting IEP accommodations and modifications <input type="checkbox"/> Student learning support materials <input type="checkbox"/> Agreed-upon system for tracking and supporting student growth/learning objectives			<input type="checkbox"/> Participation in PLCs and/or interdisciplinary team meetings. <input type="checkbox"/> Formative assessments <input type="checkbox"/> Use of district-approved benchmarked and/or common assessments <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____	

☉ Observable, in-class practice

UNDERSTANDING

Teacher uses research-based instructional strategies and assessment practices to deliver high-quality instruction.

a. Teacher creates an environment for learning by setting objectives and providing feedback.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Identifies and communicates the learning objective for each lesson. ☉ <input type="checkbox"/> Uses rubrics or other ways to inform students of performance criteria. ☉ <input type="checkbox"/> Provides timely and corrective feedback to students. ☉	... and <input type="checkbox"/> References the learning objective throughout the lesson and discusses the connections between learning activities and learning objectives. ☉ <input type="checkbox"/> Engages students in setting and reviewing progress with personal learning objectives. ☉ <input type="checkbox"/> Engages students in peer and self-assessment. ☉	... and <input type="checkbox"/> Connects current learning objectives to present and future learning. ☉	... and <input type="checkbox"/> Mentors other teachers in the use of setting objectives and providing feedback.	<input type="checkbox"/> Minimum requirement not met.
b. Teacher creates an environment for learning by reinforcing effort and providing recognition.				
<input type="checkbox"/> Teaches students about the relationship between effort and achievement. ☉ <input type="checkbox"/> Provides praise that is specific and aligned with expected achievement and behavior. ☉	... and <input type="checkbox"/> Provides students with explicit guidance about what it means to expend effort in the classroom. ☉ <input type="checkbox"/> Uses tangible rewards appropriately to recognize students' quality of work and progress toward goals. ☉	... and <input type="checkbox"/> Asks students to track their effort and achievement. ☉ <input type="checkbox"/> Promotes a mastery-goal orientation by judging student performance against a goal, rather than other students' performance, and designing tasks for struggling learners that help them build on successes. ☉	... and <input type="checkbox"/> Mentors other teachers in the use of reinforcing effort and providing recognition.	<input type="checkbox"/> Minimum requirement not met.
c. Teacher creates an environment for learning by using cooperative learning.				
<input type="checkbox"/> Uses appropriate-size groups for cooperative learning and forms groups in a variety of ways. ☉ <input type="checkbox"/> Implements cooperative learning activities that include positive interdependence and individual and group accountability. ☉	... and <input type="checkbox"/> Implements cooperative learning tasks that are purposeful and well-structured and include clear directions. ☉ <input type="checkbox"/> Provides feedback to students on development of their group skills. ☉	... and <input type="checkbox"/> Provides opportunities for students to design their own cooperative learning tasks. ☉ <input type="checkbox"/> Provides opportunities for students to self-assess their progress on group skills as a group and individually. ☉	... and <input type="checkbox"/> Mentors other teachers in the use of cooperative learning.	<input type="checkbox"/> Minimum requirement not met.

d. Teacher helps students understand new knowledge by using cues, questions, and advance organizers.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Focuses on what is important about the topic when using cues, questions, or advance organizers. ☉	... and <input type="checkbox"/> Uses a variety of formats to provide explicit cues. ☉ <input type="checkbox"/> Asks inferential and analytic questions to elicit students' prior knowledge. ☉ <input type="checkbox"/> Uses a variety of formats (expository, narrative, skimming, and graphic) to provide students with advance organizers. ☉	... and <input type="checkbox"/> Asks students to defend their inferences when answering inferential questions and explain their thinking when answering analytic questions. ☉ <input type="checkbox"/> Uses different advance organizer formats to present the same information to different students to meet individual student needs. ☉	... and <input type="checkbox"/> Mentors other teachers in the use of cues, questions, and advance organizers.	<input type="checkbox"/> Minimum requirement not met.
e. Teacher helps students understand new knowledge by using nonlinguistic representations				
<input type="checkbox"/> Provides students with opportunities to create pictures, illustrations, pictographs, and graphic organizers to represent knowledge being learned. ☉	... and <input type="checkbox"/> Provides students with opportunities to create/use physical models/manipulatives, mental pictures, and kinesthetic activities to represent knowledge being learned. ☉	... and <input type="checkbox"/> Asks students to explain the content and skills they are learning through the use of nonlinguistic representations they create. ☉	... and <input type="checkbox"/> Mentors other teachers in the use of nonlinguistic representations.	<input type="checkbox"/> Minimum requirement not met.
f. Teacher helps students understand new knowledge by using summarizing and note taking strategies.				
<input type="checkbox"/> Teaches students the rule-based summarizing strategy. ☉ <input type="checkbox"/> Provides teacher-prepared notes that highlight the important information students are to learn. ☉	... and <input type="checkbox"/> Uses summary frames to help students summarize information from different types of text. ☉ <input type="checkbox"/> Teaches students a variety of note taking formats, including those that use technology. ☉ <input type="checkbox"/> Provides opportunities for students to revise their notes and use them for review. ☉	... and <input type="checkbox"/> Teaches students how to use summarizing in combination with other comprehension strategies through reciprocal teaching, with students leading the reciprocal teaching process. ☉ <input type="checkbox"/> Provides students with a choice about which note taking format they will use and asks them to explain their choice. ☉	... and <input type="checkbox"/> Mentors other teachers in the use of summarizing and note taking strategies.	<input type="checkbox"/> Minimum requirement not met.

g. Teacher helps students understand new knowledge by assigning homework and providing practice.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Designs homework that aligns with the learning objectives. ☉ <input type="checkbox"/> Communicates the purpose of each homework assignment to students. ☉ <input type="checkbox"/> Clearly identifies and communicates the purpose of practice activities. ☉	... and <input type="checkbox"/> Communicates homework assignments to parents and provides guidance on how parents can be effectively involved in homework. ☉ <input type="checkbox"/> Provides corrective feedback on all practice sessions and homework. ☉ <input type="checkbox"/> Designs practice sessions (including massed and distributed practice) that are short and focused on specific aspects of complex skills and processes. ☉	... and <input type="checkbox"/> Asks students to track their speed and/or accuracy when developing skills and processes. ☉ <input type="checkbox"/> Intentionally designs and tracks distributed practice on various processes and skills over time (i.e., a semester or year). ☉	... and <input type="checkbox"/> Mentors other teachers in the use of assigning homework and providing practice.	<input type="checkbox"/> Minimum requirement not met.
h. Teacher helps students extend and apply knowledge by using strategies that involve identifying similarities and differences				
<input type="checkbox"/> Teaches students to identify similarities and differences by comparing and classifying. ☉	... and <input type="checkbox"/> Teaches students to identify similarities and differences by using metaphors and/or analogies. ☉	... and <input type="checkbox"/> Provides opportunities for students to engage in student-directed comparison and classification tasks and create their own metaphors and analogies. ☉	... and <input type="checkbox"/> Mentors other teachers in the use of strategies that engage students in identifying similarities and differences.	<input type="checkbox"/> Minimum requirement not met.
i. Teacher helps students extend and apply knowledge by using strategies that involve generating and testing hypotheses.				
<input type="checkbox"/> Engages students in one or two types of structured tasks that involve generating and testing hypotheses. ☉	... and <input type="checkbox"/> Engages students in a variety of structured tasks that involve generating and testing hypotheses. ☉ <input type="checkbox"/> Asks students to explain their hypotheses and conclusions. ☉	... and <input type="checkbox"/> Provides opportunities for students to design their own tasks that involve generating and testing hypotheses. ☉	... and <input type="checkbox"/> Mentors other teachers in the use of strategies that engage students in generating and testing hypotheses.	<input type="checkbox"/> Minimum requirement not met.
j. Teacher integrates and uses technology in his/her instruction.				
<input type="checkbox"/> Uses technology to help students understand content and develop skills. ☉	... and <input type="checkbox"/> Engages students in using technology to learn content, use information, communicate, and collaborate. ☉	... and <input type="checkbox"/> Provides opportunities for students to use technology to think critically, solve problems, discern reliability, and innovate. ☉	... and <input type="checkbox"/> Collaborates with others to investigate how new technologies can be used to support student learning.	<input type="checkbox"/> Minimum requirement not met.

k. Teacher uses a variety of methods to assess what each student has learned.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Uses summative assessments to evaluate student progress. ☉ <input type="checkbox"/> Selects appropriate assessments to address specific learning goals. ☉	... and <input type="checkbox"/> Analyzes assessment data to understand patterns in learning, guide planning and instruction, and provide feedback to learners. ☉ <input type="checkbox"/> Uses formative and summative assessments to monitor and evaluate student progress. ☉ <input type="checkbox"/> Creates opportunities for students to demonstrate their learning in different ways. ☉	... and <input type="checkbox"/> Translates the information gained from assessment activities to improve teaching practice and student learning. <input type="checkbox"/> Makes appropriate adjustments to assessments for students with disabilities or language learning needs. ☉	... and <input type="checkbox"/> Encourages and guides colleagues to use assessment information to adjust their instructional practice.	<input type="checkbox"/> Minimum requirement not met.
l. Teacher adapts his/her teaching to meet the needs of all students.				
<input type="checkbox"/> Acknowledges that students have a variety of learning needs. <input type="checkbox"/> Identifies effective practices for teaching students with special needs. <input type="checkbox"/> Understands the roles of and collaborates with specialists who support the learning needs of students with special needs.	... and <input type="checkbox"/> Identifies the unique learning needs of students. ☉ <input type="checkbox"/> Uses a variety of strategies to differentiate instruction to meet student learning needs. ☉ <input type="checkbox"/> Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. ☉	... and <input type="checkbox"/> Collaborates with a range of support specialists within the school to help meet the special needs of all students. <input type="checkbox"/> Adapts instruction and resources for the benefit of students with special needs, effectively engages them, and ensures their unique learning needs are met. ☉	... and <input type="checkbox"/> Systematically solicits assistance from within and outside the school to address students' unique learning needs.	<input type="checkbox"/> Minimum requirement not met.
Artifacts and Evidence: <input type="checkbox"/> Agreed-upon templates to guide and organize planning <input type="checkbox"/> Lesson plans <input type="checkbox"/> Uses the adopted curriculum to plan units of instruction and individual lessons <input type="checkbox"/> Lesson plans supporting IEP accommodations and modifications <input type="checkbox"/> Student work samples <input type="checkbox"/> Formative rubrics <input type="checkbox"/> Advanced organizers		<input type="checkbox"/> System to track and support students' progress using tiered interventions <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____		

ENVIRONMENT

Teacher creates an environment that supports learning.

a. Teacher provides an environment in which each child has a positive, nurturing relationship with caring adults.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Interacts positively with students in the classroom. ☉ <input type="checkbox"/> Communicates high expectations, including high school graduation, for all students. ☉ <input type="checkbox"/> Communicates with students in a variety of ways, even when language is a barrier. ☉	... and <input type="checkbox"/> Encourages contributions from each student in the learning environment. ☉ <input type="checkbox"/> Recognizes the contributions of each student, regardless of background or ability. ☉	... and <input type="checkbox"/> Teaches students strategies for holding high expectations for themselves and peers. ☉ <input type="checkbox"/> Teaches students strategies for articulating thoughts and ideas clearly and effectively. ☉	... and <input type="checkbox"/> Assists and advises others to provide a nurturing and positive learning environment for all students.	<input type="checkbox"/> Minimum requirement not met.
b. Teacher fosters an engaging learning environment.				
<input type="checkbox"/> Creates an environment that is inviting, orderly, and respectful. ☉ <input type="checkbox"/> Teaches the importance of cooperation and collaboration. ☉	... and <input type="checkbox"/> Assures an environment that is inclusive, supportive, and flexible. ☉ <input type="checkbox"/> Provides opportunities for students to demonstrate cooperation and collaboration. ☉	... and <input type="checkbox"/> Provides opportunities for students to develop and demonstrate leadership skills in the classroom. ☉	... and <input type="checkbox"/> Assists students in applying leadership skills beyond the classroom.	<input type="checkbox"/> Minimum requirement not met.
c. Teacher promotes positive student attitudes about learning and productive habits of mind.				
<input type="checkbox"/> Demonstrates perseverance. ☉ <input type="checkbox"/> Communicates positive perceptions about the classroom and learning. ☉ <input type="checkbox"/> Communicates a rationale and strategies for lifelong learning. ☉ <input type="checkbox"/> Models taking responsibility for one's own learning. ☉	... and <input type="checkbox"/> Engages students to take responsibility for their own learning. ☉ <input type="checkbox"/> Implements teaching and learning strategies that engage students in critical thinking. ☉ <input type="checkbox"/> Implements teaching and learning strategies that engage students in creative thinking. ☉ <input type="checkbox"/> Implements teaching and learning strategies that foster self-regulation. ☉	... and <input type="checkbox"/> Uses depth of content knowledge to promote positive attitudes about learning. ☉	... and <input type="checkbox"/> Integrates the use of critical thinking, creative thinking, and self-regulated thinking in students' everyday learning experiences. ☉	<input type="checkbox"/> Minimum requirement not met.



Artifacts and Evidence:	<input type="checkbox"/> _____
<input type="checkbox"/> Cooperation with other instructional and student support staff	<input type="checkbox"/> _____
<input type="checkbox"/> Communications with parents/guardians	<input type="checkbox"/> _____
<input type="checkbox"/> Classroom rules and procedures	<input type="checkbox"/> _____
<input type="checkbox"/> Student Surveys	<input type="checkbox"/> _____
<input type="checkbox"/> Documentation and tracking of student growth/learning objectives	<input type="checkbox"/> _____
	<input type="checkbox"/> _____

© Observable, in-class practice



SUPPORT

Teacher contributes to high-quality teaching and student learning by following district policies, implementing procedures and practices at the school and classroom levels, and providing leadership.

a. Teacher works collaboratively with families and significant adults in the lives of their students.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Demonstrates the importance of working collaboratively with parents/guardians. <input type="checkbox"/> Communicates with parents/guardians on a regular basis to share information about the student.	. . . and <input type="checkbox"/> Works collaboratively with parents/guardians to establish mutual expectations.	. . . and <input type="checkbox"/> Works collaboratively with colleagues to establish effective partnerships with the community to support the school. <input type="checkbox"/> Leverages two-way communication and effective family involvement to support students' development and achievement.	. . . and <input type="checkbox"/> Capitalizes on family and community involvement to positively impact student achievement.	<input type="checkbox"/> Minimum requirement not met.
b. Teacher works collaboratively with school personnel to create a purposeful community.				
<input type="checkbox"/> Understands and follows the school's operational agreements. <input type="checkbox"/> Understands and follows school and district policies.	. . . and <input type="checkbox"/> Provides input into selection of professional development that aligns with goals and student needs. <input type="checkbox"/> Collaborates with colleagues to improve the effectiveness of their department or grade level. <input type="checkbox"/> Applies knowledge and skills attained from professional development with quality and fidelity.	. . . and <input type="checkbox"/> Leads professional growth activities and participates in decision-making processes.	. . . and <input type="checkbox"/> Models school-wide collaboration and innovation to support the school's mission and vision and increase collective efficacy.	<input type="checkbox"/> Minimum requirement not met.

c. Teacher participates in the implementation of initiatives to improve the education of students.				
<input type="checkbox"/> Participates in implementing the school improvement plan.	... and <input type="checkbox"/> Monitors effectiveness of school improvement strategies as they relate to their classroom. <input type="checkbox"/> Participates in analyzing data to develop goals and strategies for the school improvement plan.	... and <input type="checkbox"/> Advocates for positive changes in policies and practices that affect student learning. <input type="checkbox"/> Systematically works with colleagues to analyze instruction and adapt instructional practices and materials to improve outcomes for students.	... and <input type="checkbox"/> Participates in developing school and district policies and practices to improve student learning.	<input type="checkbox"/> Minimum requirement not met.
d. Teacher takes on leadership roles at various levels in the education system.				
DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
<input type="checkbox"/> Contributes to the establishment of positive working conditions in the school. <input type="checkbox"/> Demonstrates high ethical standards.	... and <input type="checkbox"/> Works collaboratively with colleagues to advance professional practice at the school level. <input type="checkbox"/> Works collaboratively with colleagues to build a shared vision and supportive culture of shared responsibility and accountability for student learning.	... and <input type="checkbox"/> Assumes a leadership role at the district level to advance professional practice.	... and <input type="checkbox"/> Leads efforts to enact system change in support of learners.	<input type="checkbox"/> Minimum requirement not met.
Artifacts and Evidence: <input type="checkbox"/> Cooperation with other instructional and student support staff <input type="checkbox"/> Communications with parents/guardians <input type="checkbox"/> Access and using district approved community resources to support student achievement <input type="checkbox"/> Student surveys <input type="checkbox"/> Documentation and tracking of student growth/learning objectives		<input type="checkbox"/> Professional development plan <input type="checkbox"/> Participation in PLCs and other school and district collaboration systems <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____		



TEACHER OBSERVATION SIGNATURE FORM

Signatures on this form substantiate that a post-observation conference was conducted between the teacher and the evaluator. Be sure to sign, date, and attach this form to the CUES Framework Observation Rubric Form along with any additional documents related to this observation.

Teacher Signature

Date

Evaluator Signature

Date

Teacher comments or response attached: ☐ Yes ☐ No

Principal Signature

Date

(If the teacher submits written comments or a written response pertaining to the information contained from this observation a principal signature is required.)

Teacher comments or
response received

Note: The teacher's signature on this form represent neither acceptance nor approval of the information contained in this report. It does, however indicate that the teacher has reviewed the report with the evaluator and may respond to the contents in writing. The signature of the evaluator verifies that the report has been reviewed and that the process has been followed according to State and Local Board of Education Policy governing the evaluation of teachers.

Observation Record Signature Form-CUES Framework

SUMMARY RATING FORMS

SUMMARY RATING FORM GRID

Evaluators can use this form to help determine final ratings for each element and framework component of McREL's Teacher Evaluation System: CUES Framework.

SUMMARY RATING FORM		DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED
FRAMEWORK COMPONENT 1 - CONTENT		Dev	Pro	Acc	Dist	ND
A.	ALIGNS INSTRUCTION WITH THE ADOPTED CURRICULUM AND PERFORMANCE STANDARDS.					
B.	DEVELOPS AND APPLIES STRATEGIES TO MAKE THE CURRICULUM RIGOROUS AND RELEVANT FOR ALL STUDENTS.					
C.	PLANS INSTRUCTION APPROPRIATE FOR THEIR STUDENTS.					
D.	KNOWS THE CONTENT APPROPRIATE TO THEIR TEACHING SPECIALTY.					
OVERALL RATING						
FRAMEWORK COMPONENT 2 - UNDERSTANDING		Dev	Pro	Acc	Dist	ND
A.	PROVIDES AN ENVIRONMENT THAT IS INVITING, RESPECTFUL, SUPPORTIVE, INCLUSIVE AND FLEXIBLE.					
B.	EMBRACES DIVERSITY IN THE SCHOOL COMMUNITY AND IN THE WORLD.					
C.	TREATS STUDENTS AS INDIVIDUALS.					
D.	ADAPTS TEACHING FOR THE BENEFIT OF STUDENTS WITH SPECIAL NEEDS.					
E.	WORKS COLLABORATIVELY WITH FAMILIES AND SIGNIFICANT ADULTS IN THE LIVES OF THEIR STUDENTS.					
F.	HELPS STUDENTS UNDERSTAND NEW KNOWLEDGE BY USING SUMMARIZING AND NOTE TAKING STRATEGIES.					
G.	HELPS STUDENTS UNDERSTAND NEW KNOWLEDGE BY ASSIGNING HOMEWORK AND PROVIDING PRACTICE					
H.	HELPS STUDENTS EXTEND AND APPLY KNOWLEDGE BY USING STRATEGIES THAT INVOLVE IDENTIFYING SIMILARITIES AND DIFFERENCES.					
I.	HELPS STUDENTS EXTEND AND APPLY KNOWLEDGE BY USING STRATEGIES THAT INVOLVE GENERATING AND TESTING HYPOTHESES.					
J.	INTEGRATES AND USES TECHNOLOGY IN THEIR INSTRUCTION.					
K.	USES A VARIETY OF METHODS TO ASSESS WHAT EACH STUDENT HAS LEARNED.					
L.	ADAPTS THEIR TEACHING TO MEET THE NEEDS OF ALL STUDENTS.					
OVERALL RATING						
FRAMEWORK COMPONENT – ENVIRONMENT		Dev	Pro	Acc	Dist	ND
A.	PROVIDES AN ENVIRONMENT IN WHICH EACH CHILD HAS A POSITIVE, NURTURING RELATIONSHIP WITH CARING ADULTS.					
B.	FOSTERS ENGAGING LEARNING ENVIRONMENTS.					
C.	PROMOTES POSITIVE STUDENT ATTITUDES ABOUT LEARNING AND PRODUCTIVE HABITS OF MIND.					
OVERALL RATING						
FRAMEWORK COMPONENT – SUPPORT		Dev	Pro	Acc	Dist	ND
A.	WORKS COLLABORATIVELY WITH FAMILIES AND SIGNIFICANT ADULTS IN THE LIVES OF THEIR STUDENTS.					
B.	WORKS COLLABORATIVELY WITH SCHOOL PERSONNEL TO CREATE A PURPOSEFUL COMMUNITY					
C.	PARTICIPATES IN THE IMPLEMENTATION OF INITIATIVES TO IMPROVE THE EDUCATION OF STUDENTS.					
D.	TAKES ON LEADERSHIP ROLES AT VARIOUS LEVELS IN THE EDUCATION SYSTEM.					
OVERALL RATING						

SUMMARY RATING FORM – COMPONENT 1

This form is used to summarize ratings from observation data collected during the evaluation cycle.

Teacher _____ Current Year _____ Status _____

Teacher Position/Subject Area _____ Years Teaching _____

Grade Level _____ Plan Type (check plan type for the current school year)

School _____ ☐ Individual ☐ Monitored ☐ Directed

District _____

Evaluator Name _____ Mentor Name (if required) _____

Evaluator Title _____ Mentor Position/Subject Area _____

FRAMEWORK COMPONENT 1 – CONTENT

ELEMENT		DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
A.	Aligns instruction with the adopted curriculum and performance standards.					
B.	Develop and applies strategies to make the curriculum rigorous and relevant for all students.					
C.	Plans instruction appropriate for their students.					
D.	Knows the content.					
OVERALL RATING FOR FRAMEWORK COMPONENT 1 - CONTENT						
Comments:		Evidence/artifacts supporting ratings <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____				
Recommended actions for improvement:						
Resources needed:						

SUMMARY RATING FORM – COMPONENT 2 UNDERSTANDING

FRAMEWORK COMPONENT 2 – UNDERSTANDING

ELEMENT		DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
A.	Creates the environment for learning by setting objectives and providing feedback.					
B.	Creates the environment for learning by reinforcing effort and providing recognition.					
C.	Creates the environment for learning by using cooperative learning.					
D.	Helps students understand new knowledge by using cues, questions, and advance organizers.					
E.	Helps students understand new knowledge by using nonlinguistic representations.					
F.	Helps students understand new knowledge by using summarizing and note taking strategies.					
G.	Helps students understand new knowledge by assigning homework and providing practice.					
H.	Helps students extend and apply knowledge by using strategies that involve identifying similarities and differences.					
I.	Helps students extend and apply knowledge by using strategies that involve generating and testing hypotheses.					
J.	Integrates and uses technology in their instruction.					
K.	Uses a variety of methods to assess what each student has learned.					
L.	Adapts their teaching to meet the needs of all students.					
OVERALL RATING FOR FRAMEWORK COMPONENT 2 - UNDERSTANDING						
Comments:		Evidence/artifacts supporting ratings <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____				
Recommended actions for improvement:						
Resources needed:						



SUMMARY RATING FORM – COMPONENT 3 ENVIRONMENT

FRAMEWORK COMPONENT 3 – ENVIRONMENT

ELEMENT		DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
A.	Provides an environment in which each child has a positive, nurturing relationship with caring adults.					
B.	Fosters engaging learning environments.					
C.	Promotes positive student attitudes about learning and productive habits of mind.					
OVERALL RATING FOR FRAMEWORK COMPONENT 3 - ENVIRONMENT						
Comments:		Evidence/artifacts supporting ratings <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____				
Recommended actions for improvement:						
Resources needed:						

SUMMARY RATING FORM – COMPONENT 4 SUPPORT

FRAMEWORK COMPONENT 4 – SUPPORT

ELEMENT		DEVELOPING	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
A.	Works collaboratively with families and significant adults in the lives of their students.					
B.	Works collaboratively with school personnel to create a purposeful community.					
C.	Participates in the implementation of initiatives to improve the education of students.					
D.	Takes on leadership roles at various levels in the education system.					
OVERALL RATING FOR FRAMEWORK COMPONENT 3 - ENVIRONMENT						
Comments:		Evidence/artifacts supporting ratings <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> A <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____				
Recommended actions for improvement:						
Resources needed:						



SUMMARY RATING FORM – SIGNATURES

Signatures on this form substantiate that a summary-observation conference was conducted between the teacher and the evaluator. Be sure to sign, date, and attach this form to the Teacher Observation Rubric Form along with any additional documents related to this observation.

Teacher Signature

Date

Evaluator Signature

Date

Teacher comments or response attached: ☐ Yes ☐ No

Principal Signature

Date

(If the teacher submits written comments or a written response pertaining to the information contained from this observation a principal signature is required.)

Note: The teacher's signature on this form represent neither acceptance nor approval of the information contained in this report. It does, however indicate that the teacher has reviewed the report with the evaluator and may respond to the contents in writing. The signature of the evaluator verifies that the report has been reviewed and that the process has been followed according to State and Local Board of Education Policy governing the evaluation of teachers.

RECORD OF EVALUATION ACTIVITIES

This form is used to track the progress and transactions of the evaluation process for individual teachers.

EVALUATION PROCESS	TEACHER SIGNATURE	EVALUATOR SIGNATURE	DATE
Training			
Orientation			
Self-assessment			
DATA COLLECTION			
Pre-conference			
Observation			
Post-conference			
Pre-conference			
Observation			
Post-conference			
DATA COLLECTION			
Pre-conference			
Observation			
Post-conference			
Pre-conference			
Observation			
Post-conference			
Summary Rating			
Summary conference and goal setting			

COUNSELOR EVALUATION RUBRIC

Appendix B

Standard I: School counselors demonstrate leadership.

Observation	a. School counselors demonstrate leadership in the school.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Collaborates with school staff to create a positive learning community. <input type="checkbox"/> Chooses professional development activities that foster their own professional growth. <input type="checkbox"/> Identifies data that aligns the school counseling program with the school improvement plan.	. . . and <input type="checkbox"/> Uses data from multiple sources to determine the impact of the school counseling program on students and the school. <input type="checkbox"/> Creates data driven goals and strategies that align with the school improvement plan. - <input type="checkbox"/> Provides input in the selection of professional development for school staff.	. . . and <input type="checkbox"/> Routinely reviews and modifies the school counseling program with the administrator. - <input type="checkbox"/> Makes recommendations for program revisions. - <input type="checkbox"/> Mentors and supports colleagues on issues related to counseling students. - <input type="checkbox"/> Shares student and program data with stakeholders. - <input type="checkbox"/> Provides professional development within the school to address student needs.	. . . and <input type="checkbox"/> Leads the development of revisions to the school counseling program. <input type="checkbox"/> Provides professional development at the district, state, or national level.	
	b. School counselors enhance the counseling profession.				
	<input type="checkbox"/> Contributes to positive working conditions <input type="checkbox"/> Collaborates with colleagues to improve the profession.	. . . and <input type="checkbox"/> Supports the professional growth of individual school staff members on the application of best practices	. . . And Strives to improve and enhance the profession within the school by <input type="checkbox"/> Stays current on evidence-based literature on school counseling. <input type="checkbox"/> Helps to establish a positive school climate. <input type="checkbox"/> Shares best practices with colleagues.	. . . and Enhances the profession at the district, state, and/or national level by: <input type="checkbox"/> Conducting presentations <input type="checkbox"/> Writing articles <input type="checkbox"/> Serving on boards, committees or task forces	

COUNSELOR EVALUATION RUBRIC

Appendix B

Observation	c. School counselors advocate for schools and students.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Participates in the implementation of initiatives to improve outcomes for students.	. . . and <input type="checkbox"/> Supports positive change in policies and practices affecting student success. <input type="checkbox"/> promotes awareness of and responsiveness to learning styles, cultural diversity, and individual student needs. <input type="checkbox"/> Advocates for adequate time for direct and indirect counseling services at the school level.	. . . and <input type="checkbox"/> Participates in developing policies and practices to improve student success.	. . . and <input type="checkbox"/> Actively participates, promotes, and provides strong supporting evidence for implementation of initiatives to improve education.	
	d. School counselors demonstrate high ethical standards.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Understands the importance of ethical standards and behavior.	. . . and <input type="checkbox"/> Demonstrates ethical behavior and upholds ethical standards.	. . . and <input type="checkbox"/> Models ethical behavior and encourages others to do the same.	. . . and <input type="checkbox"/> Promotes ethical behavior and encourages others to do the same.	

Examples of Artifacts

Administrator/Counselor Annual Agreement
School Counseling Program Action Plan and Results Data
Professional Development Documentation
Analysis of School & Counseling Program Data
Individual Growth Plan
PLC & Other Meeting Documentation
Additional Certifications

Standard II: School Counselors establish a respectful environment for a diverse population of students

Observation	a. School counselors foster an environment in which each child has a positive, nurturing relationship with caring adults.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> . Appreciates and understands the need to establish nurturing relationships.	. . . and <input type="checkbox"/> . Establishes an inviting, respectful, inclusive, flexible, and supportive learning environment. <input type="checkbox"/> . Models and teacher behaviors that lead to positive and nurturing relationships.	. . . and <input type="checkbox"/> . Contributes to a positive school environment that promotes positive and nurturing relationships.	. . . and <input type="checkbox"/> . Encourages and advises others to provide a nurturing and positive learning environment for all students.	
	b. School counselors embrace diversity in the school community and in the world.				
	<input type="checkbox"/> . Acknowledges that diverse cultures impact the world. <input type="checkbox"/> . Demonstrates awareness of the diversity of students in the school.	. . . and <input type="checkbox"/> . Displays knowledge of diverse cultures, their histories, and their roles in shaping global issues. <input type="checkbox"/> . Acknowledges the influence of race, ethnicity, gender, religion, socio-economics, and culture on a student's development and attitudes.	. . . and <input type="checkbox"/> . Incorporates different points of view in the school counseling program and services to students. <input type="checkbox"/> . Delivers programs and activities based on student needs, including individual and group differences.	. . . and <input type="checkbox"/> . Promotes a deep understanding of cultures through the integration of culturally sensitive materials and ideas throughout the curriculum. <input type="checkbox"/> . Capitalizes on diversity as an asset in the school.	
	c. School counselors treat students as individuals.				
	<input type="checkbox"/> . Holds high expectations of students.	. . . and <input type="checkbox"/> . Communicates high expectations for all students.	. . . and <input type="checkbox"/> . Encourages and values contributions of students, regardless of background or ability.	. . . and <input type="checkbox"/> . Helps students hold high expectations for themselves and their peers.	

COUNSELOR EVALUATION RUBRIC

Appendix B

Observation	d. School counselors recognize students are diverse and adapt their services accordingly.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Collaboratively identifies and prioritizes student needs based on data, referrals, observations, and other sources of information.	. . . and <input type="checkbox"/> Provides appropriate services to meet individual student, small group, and classroom needs.	. . . and <input type="checkbox"/> Collaborates with others to create a customized plan of action that guides follow-up services to meet students' varied needs.	. . . and <input type="checkbox"/> Adapts services based on the academic, social/emotional, and career needs of students. <input type="checkbox"/> Adapts services to address the customized plan of action for the school.	
	e. School Counselors work collaboratively with the families and significant adults in the lives of their students.				
	<input type="checkbox"/> Responds to family and community concerns.	. . . and <input type="checkbox"/> Communicates and collaborates with the home and community for the benefit of students.	. . . and <input type="checkbox"/> Develops and utilizes community partnerships and resources. <input type="checkbox"/> Seeks solutions to overcome barriers that stand in the way effective family and community involvement.	. . . and <input type="checkbox"/> Promotes and builds trust, understanding and partnerships throughout the school community.	

Examples of Artifacts

Meeting Documentation

Parent Contact Logs

School Improvement Plan Implementation Documentation

Curriculum and Materials Used

Curriculum Map/Action Plan

Data Collection and Analysis Activities

Documentation of formal and informal mentoring

Sign-in Sheets for Parent Activities

Surveys

Professional Development Documentation

COUNSELOR EVALUATION RUBRIC

Appendix B

Standard III: School Counselors understand and facilitate the implementation of a comprehensive school counseling program.

Observation	a. School Counselors align their programs to support student success at USD 262.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Understand the importance of aligning evidence-based practices and programs with the Kansas Comprehensive School Counseling Program.	. . . and <input type="checkbox"/> Implements an evidence-based practices and programs aligned with the Kansas Comprehensive School Counseling Program.	. . . and <input type="checkbox"/> Implements and/or assists school staff in implementing strategies to assist students in being successful.	. . . and <input type="checkbox"/> Leads professional development in strategies that assist student in being successful. <input type="checkbox"/> Communicates effective practices beyond the school level.	
	b. School Counselors understand how their professional knowledge and skills support and enhance student success.				
	<input type="checkbox"/> Understands the connections between theories and evidence based research about human development, student learning, and student success.	. . . and <input type="checkbox"/> Applies theories and research about human development and student learning in counseling programs and services designed to enhance student success.	. . . and <input type="checkbox"/> Collaborates in the development of strategies based on evidence-based research theories about human development, student learning and student success.	. . . and <input type="checkbox"/> Leads professional development on connections between theories and research about human development and student success. <input type="checkbox"/> Leads professional development beyond the school level.	
	C. School Counselors recognize the interconnectedness of the comprehensive school counseling program with academic content areas/disciplines.				
	<input type="checkbox"/> Understands how the school counseling program relates to other content areas/disciplines.	. . . and <input type="checkbox"/> Collaborates with school staff to help them understand how the school counseling program relates to their content area/discipline.	. . . and <input type="checkbox"/> Provides assistance to school staff as they integrate the school counseling program into their content area/discipline.	. . . and <input type="checkbox"/> Shares data from the implementation of the school counseling program with school staff.	

COUNSELOR EVALUATION RUBRIC

Appendix B

Observation	d. School Counselors develop comprehensive school counseling programs that are relevant to students.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<p>... and</p> <p>□. Understands the need for a comprehensive school counseling program to be relevant to students.</p> <p>□. Monitors data regarding the effectiveness of the school counseling program.</p>	<p>... and</p> <p>□. Develops a comprehensive school counseling program based on data to meet student needs, skills, and interests.</p>	<p>... and</p> <p>□. Builds on student needs, skills, and interests to incorporate 21st Century skills and content into the school counseling program.</p>	<p>... and</p> <p>□. Shares strategies that show promise for incorporating 21st Century skills and content into the school counseling program.</p>	
Examples of Artifacts					

School Counseling Program Calendars

Curriculum Action Plans

Needs Assessments

Teacher Lesson Plans

PLC Documentation

Closing the Gap Action Plans

Accountability/Results Reports

Surveys

Meeting Minutes

Professional Development Documentation

Pre & Post Tests

Standard IV: School Counselors promote learning for all students.

Observation	a. School Counselors know the ways in which learning takes place, and they know the appropriate levels of intellectual, physical, social, and emotional development of their students.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Understands developmental levels of students and recognizes the need to differentiate services.	<p>... and</p> <input type="checkbox"/> Understands developmental levels of students and appropriately differentiates services.	<p>... and</p> <input type="checkbox"/> Identifies appropriate developmental levels of students and consistently and appropriately differentiates services.	<p>... and</p> <input type="checkbox"/> Encourages and guides colleagues to adapt instruction to align with students' developmental levels.	
		<input type="checkbox"/> Provides resources needed to address strengths and weaknesses of students.	<input type="checkbox"/> Sees strategies to mitigate barriers to student learning	<input type="checkbox"/> Mitigates barriers to student learning	
	b. School Counselors plan their programs for the academic, career, and social/emotional development of all students.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Understands the need for a comprehensive school counseling program that addresses the needs of all students.	<p>... and</p> <input type="checkbox"/> Plans appropriate programs using academic, behavior and attendance data.	<p>... and</p> <input type="checkbox"/> Collaborates and consults with stakeholder groups to support students' academic, career, and social/emotional development.	<p>... and</p> <input type="checkbox"/> Presents results data at the district, state, and/or national levels that demonstrate the impact of the school counseling program on students' academic, career, and social/emotional development.	
	<input type="checkbox"/> Understands how significant adults in the lives of students impact student success.	<input type="checkbox"/> Provides resources to help significant adults advocate for their students.	<input type="checkbox"/> Promotes the effectiveness of the comprehensive school counseling program to stakeholder groups.		
			<input type="checkbox"/> Assists significant adults in advocating for students.		

COUNSELOR EVALUATION RUBRIC

Appendix B

Observation	c. School Counselors use a variety of delivery methods.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Assists students with developing academic, social/emotional, and career goals (individually or in groups). <input type="checkbox"/> Develops a plan for the effective use of time, based on program priorities and student needs.	. . . and <input type="checkbox"/> Provides a wide range of evidence-based developmentally appropriate prevention, intervention, and responsive services. - <input type="checkbox"/> Implements a plan for the effective use of time, based on program priorities and student needs. <input type="checkbox"/> Employs appropriate and available technology to enhance service delivery.	. . . and Monitors plan implementation to assure: <input type="checkbox"/> The majority of time is spent providing direct and indirect student services. - <input type="checkbox"/> Services provided are based on program priorities and student needs. <input type="checkbox"/> Adapts program plan and activities based on student needs.	. . . and <input type="checkbox"/> Stays abreast of emerging research areas and new and innovative materials and incorporates them into lesson plans and instructional strategies.	
	d. School Counselors help students develop critical thinking and problem-solving skills.				
	<input type="checkbox"/> Helps students learn problem-solving techniques that incorporate critical thinking and other 21st century skills.	. . . and <input type="checkbox"/> Assists students in using problem solving, critical thinking, and other 21st century skills.	. . . and <input type="checkbox"/> Addresses issues that interfere with students' ability to problem-solve, think critically, and use other 21st century skills.	. . . and <input type="checkbox"/> Encourages and assists teachers throughout the school to integrate critical thinking and problem solving skills into their instructional practices.	

Observation	e. School Counselors use and promote effective listening and communication skills.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Listens responsively to students, colleagues, parents/guardians, and other stakeholders in order to identify issues and barriers that impede student success. <input type="checkbox"/> Understand the importance of students developing effective communication skills.	...and Uses a variety of methods to assist students in developing effective communication skills. <input type="checkbox"/> Models effective communication skills.	<input type="checkbox"/> ...and <input type="checkbox"/> Assists students in determining the most appropriate communication strategies to use in a variety of situations. <input type="checkbox"/> Promotes the development of effective communication skills throughout the school community.	. . . and <input type="checkbox"/> Anticipates possible student misunderstandings and proactively develops teaching techniques to mitigate concerns. <input type="checkbox"/> Establishes school-wide and grade appropriate vehicles to encourage students throughout the school to develop effective communication skills.	

Examples of Artifacts*Action Plans**Advisory Council Documentation**Counselor Webpage**Annual Agreement between Admin & Counselor**Lesson Plans**Resource Checklist**Training Documentation**Observation Results**Surveys**Approved Program Goals**Calendars**Time/Task Analysis*

Standard V: Teachers reflect on their practice.

Observation	a. School Counselors analyze the impact of the school counseling program.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> . Thinks systematically and critically about the impact of the comprehensive school counseling program on students academic, career, and social/emotional development.	. . . and <input type="checkbox"/> . Develops and maintains a written plan of data driven goals and strategies for the effective delivery of the school counseling program.	. . . and <input type="checkbox"/> . Seeks feedback from stakeholders on the effectiveness of the service deliver and needed changes. <input type="checkbox"/> . Determines the effectiveness of service delivery based on data. <input type="checkbox"/> . Uses results to improve and enhance school counseling program.	. . . and <input type="checkbox"/> . Collaborates with stakeholders to implement necessary changes.	
	b. School Counselors link professional growth to the needs of their school and their program goals.				
	<input type="checkbox"/> . Participates in high quality professional development specific to school counseling. - <input type="checkbox"/> . Understands the need to align professional growth activities with the Kansas School Counseling Program and SECD standards.	. . . and <input type="checkbox"/> . Participates in professional development activities aligned with student needs and state standards.	. . . and <input type="checkbox"/> . Applies new knowledge and skills gained through professional development activities.	. . . and <input type="checkbox"/> . Develops focused and rigorous professional development activities.	

COUNSELOR EVALUATION RUBRIC

Appendix B

Observation	c. School Counselors function effectively in a complex, dynamic environment.				
	Developing	Proficient	Accomplished	Distinguished	Not Demonstrated (Comment Required)
	<input type="checkbox"/> Understands the need to engage in active reflection about practice (e.g. written journals, PLCs, discussions with colleagues and mentors).	. . . and <input type="checkbox"/> Actively investigates and considers new ideas that improve the school counseling program - <input type="checkbox"/> Collaborates with students, staff, parents, and other stakeholders to implement improvements to student academic, career, and social/emotional development. <input type="checkbox"/> Engages in active reflection about practice.	. . . and <input type="checkbox"/> Monitors the impact of adaptations to professional practice on student academic, career, and social/emotional development.	. . . and <input type="checkbox"/> Locates and utilizes resources to intergrate necessary change into ongoing practices. - <input type="checkbox"/> Contributes to the enhancement of the school counseling profession.	

Examples of Artifacts

Student Achievement Data
Records of student behavior
School Climate Data
Student Feedback
Parent Feedback
Stakeholder Feedback
Self-assessment
Documentation of continuing education
Program Assessment
Resource Checklist
Documentation of active reflection
Accountability Reports

Counselor Signature

Date

Principal/Evaluator Signature

Date

GRIEVANCE PROCEDURE INSTRUCTIONS

The purpose of the grievance procedure is to facilitate free, easy, and effective communication between employees 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 the filing of same, are hereinafter detailed. This 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 contents 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 PROCEDURE APPENDIX**UNIFIED SCHOOL DISTRICT #262
GRIEVANCE REPORT FORM**

PROCEDURE (2) (3) (4)		Date Filed:
(Circle one to indicate level of Grievance)		
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 (attach additional pages if necessary):		
		Signature:
		Date:

INSTRUCTIONS ON REVERSE SIDE

Notice of Intent to Move Across Salary Schedule

Name _____

I intend to move across the salary schedule to _____ column
for the school year _____.

I intend to use _____ college hours.

I intend to use _____ PDC points.

Signature

Please return this form to the Assistant Superintendent on or before the last teacher contract day of the year prior to the salary movement.

USD 262 Valley Center, Kansas
SUMMARY OF CONTACT WITH A PROFESSIONAL EMPLOYEE

Professional Employee:

School:

Date:

Professional Employee Signature

Date

Administrator Signature

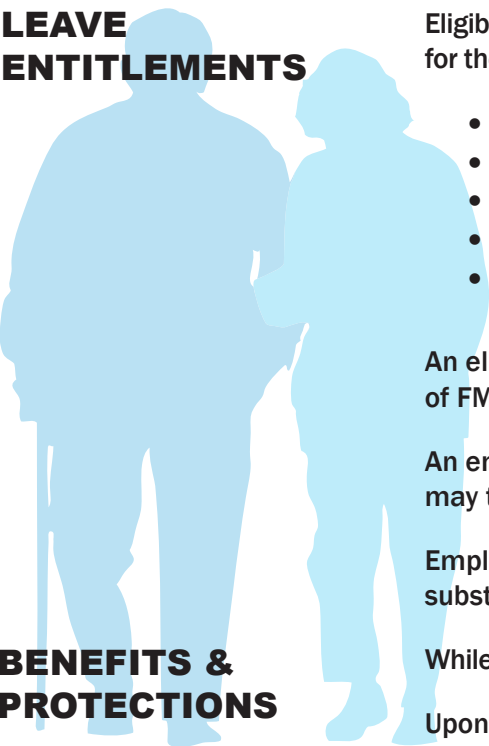
Date

A signature on this form indicates the receipt of the document, but does not necessarily indicate agreement with the statements. The Professional Employee has the right to submit additional written comments regarding process or content on the Summary of Contact form within ten (10) working days. A copy of additional comments submitted will be attached to this form. This form will not be used as a response to Association involvement or activity.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child’s birth or placement);
- To care for the employee’s spouse, child, or parent who has a qualifying serious health condition;
- For the employee’s own qualifying serious health condition that makes the employee unable to perform the employee’s job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee’s spouse, child, or parent.

An eligible employee who is a covered servicemember’s spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer’s normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual’s FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee’s worksite.

*Special “hours of service” requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days’ advance notice of the need for FMLA leave. If it is not possible to give 30-days’ notice, an employee must notify the employer as soon as possible and, generally, follow the employer’s usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee’s need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

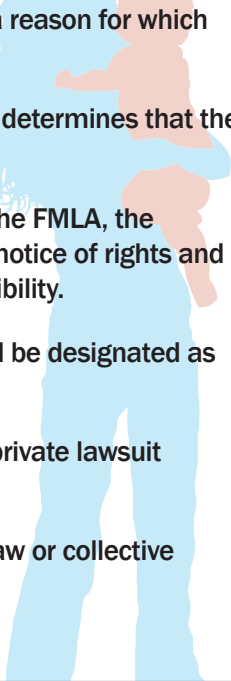
Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



Hazardous Waste Inspection, Notification, and Disposal Procedures

In compliance with BOE Policy EBBA, the following procedures are to be put in place.

Inspection for Hazardous Waste

At least once per semester, the Director of Maintenance and Grounds, along with any other necessary personnel, will make inspections of all district-owned areas that may produce or store hazardous materials. Results of these inspections are to be reported on the Hazardous Waste Inspection Checklist (Appendix G). Following inspections, the checklist must be submitted to the Assistant Superintendent of Schools. The Assistant Superintendent will summarize inspection checklists and report the findings to district administrators.

Notification of Hazardous Materials/Waste

All district personnel are required to notify the Director of Maintenance and Grounds of any known hazardous materials and/or waste and the location of said materials. The Director will make note and inspect those areas during the next scheduled inspection or, if the material has recently been produced, within one week of notification of the production of the materials.

Disposal of Hazardous Materials

All district personnel are required to notify the Director of Maintenance and Grounds any time hazardous materials need to be disposed of. The Director shall be responsible for disposing the materials according to state and federal guidelines.

The Director will notify the Assistant Superintendent of Schools of the plans for disposal of the materials.

These procedures will be posted in all buildings; in all areas where such material may be produced and/or stored; and in all licensed and classified handbooks.

Hazardous Waste information can be found here:

<http://www.epa.gov/osw/hazard/>

Chemical and Hazardous Waste Self-Inspection Checklist

Appendix G

Campus _____ **Building** _____ **Room(s)** _____

Inspector's Name (Print) _____ **PI/Supervisor Name (Print)** _____

Date _____ **Inspector's Signature** _____

Hazardous Waste Storage Area	Y	N	N/A	Comments
Waste storage areas designated				
Waste containers properly labeled with the words "Hazardous Waste"				
Waste labels visible and legible				
Waste containers compatible with waste to be stored				
Only compatible wastes in the same container				
Waste containers kept closed except when adding waste				
Waste oil containers properly labeled as "Used Oil"				
Waste generators have received initial and annual online hazardous waste training				
Waste containers free from rust				
Waste containers dated with accumulation start dates				
Waste containers free from damages, leaks, and bulges				
Adequate aisle space between storage area of hazardous waste and lab exit				
Waste generators training records updated and on-site				
Waste generators have made waste determinations according to University policies				
Peroxide forming wastes disposed within 6 months of purchase (picric acids, ether, etc.)				
Chemical Storage Area				
All containers properly labeled				
Labels are visible and legible				
All chemical containers securely closed and stored properly when not in use				
Peroxide forming chemicals (ether, picric acid, etc.) dated at purchase				
Peroxide forming chemicals disposed within 6 months of purchase				
Secondary containment used where appropriate				
Chemicals stored in accordance with MSDS recommendations				
Refrigerators/freezers properly labeled with content hazards				
Refrigerators/freezers used to store flammables are designed for storage of flammable materials				
Chemical stocks purged of old, outdated and unusable chemicals				
Containers free from rust, leakage, damage, and bulges				

Distribution: Original - OEHS (TW16-Hazardous Waste Supervisor); Copy - Dept. DSR and PI/Supervisor

