

2023-2024

Negotiated Agreement

by and between
the
Andover Education Association
and the
Andover Board of Education



**BUILDING ON THE FOUNDATION
OF EXCELLENCE**

(Revised 02/21/2024)

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Mission

Andover Public Schools prepares learners for a changing world by creating meaningful educational opportunities that equip and empower students to lead successful and fulfilling lives.

Article 1 – Duration of Agreement

This agreement shall become effective on July 1, 2023, and shall continue in full force and effect to and including June 30, 2024, and shall not be amended or modified except by express agreement in writing of the parties. This agreement supersedes and replaces any previous agreement.

Article 2 – Scope of Coverage

This agreement is applicable and/or pertains to only those teachers licensed and under contract to the Board of Education to provide instruction or special services. The terms “employee” and “teacher” may be used interchangeably, but shall mean the same. This agreement also includes those persons hired as school nurses who have a bachelor’s degree in nursing and hold a current registered nurse’s license.

Article 3 – Closure Clause

The Board and the Association acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this agreement.

The written provisions of this agreement constitute the whole and entire agreement including all understandings between the parties concerning any and all matters within the scope of collective bargaining.

During the term of this agreement the parties expressly waive and relinquish the right to negotiate, and agree that they shall not be obligated to negotiate except by their consent with respect to any subject or matter, whether referred to or covered in this agreement or not. All other previously negotiated agreements not incorporated herein are null and void and of no further force or effect.

Article 4 – Savings Clause

Any portion or item of this agreement or action taken thereunder which is declared unlawful, unenforceable, or not in accordance with applicable statutes or ordinances shall be null and void, but the remainder of the agreement shall remain in full force and effect.

Furthermore, at any time, the Board of Education and the Association may enter into negotiation to replace any provision voided in accordance with the above paragraph.

Article 5 – Management Rights Clause

The Association recognizes that the Board of Education has responsibility and authority to manage and direct, on behalf of the public, the operation and activities of the school district to the full extent authorized by the laws of the state of Kansas and the United States, and in conformance with the provisions of this negotiated agreement.

Article 6 – Work Year

The work year is defined as 187 days. For teachers in their first year of employment, the work year is defined as 190 days. For teachers new to the district, the Flex Workday prior to the start of school will be used for building new teacher training as directed by the building principal.

1. Defined in the Professional Calendar adopted by the Board of Education or mutually agreed upon by the building administrator and teacher.
2. Parent-Teacher conferences will be counted as an instructional day.

Article 7 – Contracted Time – Professional Day

1. Contracted time for a full-time teacher is defined as:
 - a. An 8-hour instructional day that will be scheduled by the board or designee within the professional day.
 - b. Additional professional obligations will include 1.5 hours monthly for professional meetings as required and approved by the principal, and 5 hours of required annual compliance training. Professional obligations required and approved by the principal above these required hours shall be compensated at the rate of \$20.00 per hour. Professional obligations which are eligible for compensation may include, but are not limited to: IEP meetings, Special Education Evaluation and Referral, Section 504 meetings, Student Assistance Team Meetings, grade level team meetings, and department meetings.
 - c. If an employee's instructional schedule requires travel between two or more buildings, effort will be made to ensure travel time will be scheduled so it does not interfere with planning time.
 - d. As established by the board of designee, the workday expectations for eCademy teachers, including on-site and remote teachers, may include evening hours that the

- eCademy teacher is available to assist students. Adjustments to the daily block of eight hours required for full-time eCademy staff will be made as appropriate to accommodate for required evening sessions.
2. Teachers working less than full-time shall have a professional day prorated according to the amount of time indicated in their contract.
 - a. Full professional learning days and obligations shall be included as part of the contracted day for teachers working less than full-time.
 - b. Compensation will be prorated for this additional time.
 3. The administration may provide instructional collaboration (team time) at the middle school level (6, 7, and 8 grades) under the following conditions:
 - a. Staffing levels are such that 85% of the students at each grade level can share the same core teachers, and
 - b. By providing instructional collaboration time (team time), average class size does not rise above 25 students per core subject area. Core subjects defined: Math, English, Social Studies, and Science. Reading would be considered a core subject at the sixth grade level. Core teachers defined: Both full and part-time staff that teach the subjects listed above.

Article 8 – Professional Learning

It is the philosophy of USD 385 Andover Public Schools that a combination of effective professional learning and educational experience leads to the professional growth of our staff. A highly effective educator is one of the most important factors in student achievement. Effective professional learning is fundamental to student learning. Professional learning increases educator effectiveness and results for all students. The Professional Development Council will facilitate the professional learning process of licensed staff members so that they possess the knowledge and skills necessary to improve student achievement. Professional learning will be aligned with the district’s mission and goals established by the USD 385 Board of Education. In addition, we will identify, create, and promote research-based professional learning.

1. The Board advocates continuing growth for all staff and expects staff to seek opportunities and to participate in the school district’s professional learning.
2. The Board supports the district’s professional learning program. The Professional Development Council (PDC) for USD #385 exists to advise the Board regarding development and implementation of the professional learning events in the district. The Assistant Superintendent for Academic Affairs will coordinate with the Superintendent, building principals, team leaders and the PDC for implementation of these activities.

The function of the district PDC shall be:

- a. to serve as representative of the licensed personnel
- b. to develop operational procedures
- c. to research and recommend best practices which complement school improvement plans
- d. to recommend to the governing body of the education agency approval or disapproval of professional learning goals for renewal of certification/license
- e. to serve as liaison and/or arbitrator on professional learning issues
- f. to clarify the decision-making process to district staff as needed
- g. to approve or deny impact points for movement on pay schedule

- h. to provide support activities which complement school improvement plans
 - i. to elect up to two members per school to serve on the district council
 - j. to elect a district chairperson by June 1
 - k. to monitor, cross-reference and review professional learning goals and PDC points for renewal of license and movement on the pay schedule
 - l. to approve all professional learning activities before proceeding to the Application Level
 - m. to provide leadership, annual training, and support of effective professional learning
 - n. to support educators with PDC process
3. Membership of each building's PDC will consist of up to two elected representatives to be elected by the faculty by June 1 of each year.
 4. Composition of Professional Development Council:

The Professional Development Council of USD 385 will be referred to as PDC. The membership composition of PDC will be:

- a. Up to two licensed teachers from each attendance center. We recommend that one teacher should be a member of the building leadership team.
 - b. One building administrator from each level: elementary, middle and high.
 - c. Assistant Superintendent for Academic Affairs and/or designee from the District Office.
5. Appeals Process:

In order to appeal any decisions by the PDC on the awarding of PD points, these steps are to be taken:

- a. The individual will submit an appeal, in writing, to the building representative, or the PDC Chair within 21 calendar days of notification of denial of points. The appeal should list the specific reasons why he/she feels the decision was incorrect.
- b. The chair will notify the individual of their placement on the agenda of the next PDC meeting.
- c. The individual may attend the scheduled meeting and present his/her case.
- d. A decision will be made, and the PDC Chair will notify the individual of the decision.
- e. Should the decision remain unresolved to the satisfaction of the individual, he/she may appeal to the Professional Development Executive Council within 21 calendar days of the 2nd notice.

Article 9 – Calendar

It was agreed and recommended that the teachers and administrative staff work closely together to ensure a detailed and workable school calendar to minimize conflicts.

Article 10 – Planning Period

Professional employees with daily instructional responsibility with students will receive 225 minutes per week to be scheduled daily as approved by the supervising administrator. Professional employees whose assignment is not daily instructional responsibility with students receive 225 minutes per week as scheduled as approved by the supervising administrator.

1. If there is a loss in the minimum weekly planning time, due to professional obligations required by the building principal, compensation will be made at the rate of \$5.00 per quarter hour or

part thereof. The teacher will file monthly claims with the base school building principal.

2. If, as a result of required travel between buildings for assignment, there is a loss in the minimum weekly planning time, compensation will be made at the rate of \$5.00 per quarter hour or part thereof. The building principal(s) will meet with the affected teacher(s) at the beginning of the year and determine, with the teacher, the expected loss of planning time per week. The teacher will file monthly claims with the base school building principal. Staff teaching an overload will be paid an additional 1/7th of their salary.
3. Teachers will receive a 2 hour block of planning during the professional learning at the beginning of the school year. In addition, on other full-day professional learning days during the school year, there will be a minimum of one (1) hour of district or building PLC time and 45 60 minutes of teacher plan time scheduled. These specific times will be established by the building administrators.

Article 11 – Duty Free Lunch

The Board will provide a duty-free lunch for a minimum of 30 minutes for all full-time teachers during which they will not be required to supervise students.

Article 12 – Teacher Evaluation Format

The purpose of the professional educator evaluation process in Andover Public Schools is to provide quality instruction that aligns with district goals and objectives. In addition, this process is designed to promote professional learning that allows educators to continually develop and implement new techniques to improve their teaching practices and methods. This process provides:

1. Effective educator evaluation:
 - a. Reflects research-based standards
 - b. Is systematic and continuous
 - c. Embodies standards of excellence
 - d. Is cooperatively developed between evaluator and educator
 - e. Is continually reviewed and refined to reflect the needs of the organization.
2. Professional growth results from:
 - a. Maximizing strengths and working on areas for growth
 - b. Setting realistic goals
 - c. Providing resources
 - d. Defining responsibilities
 - e. Establishing strategies for continuous improvement
 - f. Fostering self-reflection
 - g. Monitoring
3. Student Performance Measures:
 - a. Document specific student performance attributed to educator
 - b. Determine 3-5 possible student performance areas by 60th day of semester through Student Performance Measures Form on Frontline Professional Growth (formerly My Learning Plan), and then select three performance measures to use for evaluation
 - c. Teachers may, but are not required, to use state assessments
 - d. Other possible performance measures are found on Student Performance Measures Menu for USD 385
 - e. Occupational therapists, physical therapists, speech pathologists, nurses and school

psychologists are exempt from this requirement.

Professional Educator Evaluation Process Foundation:

The “Framework for Teaching” was selected as the basis for USD #385’s educator evaluation system because it is researched-based and provides a clearly defined framework to help educators improve their instruction. The Framework for Teaching is designed to:

1. Provide every educator, via the rubrics, valuable feedback to guide their planning for effective instruction.
2. Provide evaluators, via Domains 2 and 3, clear guidelines to assess the components of effective teaching that are directly observable in the classroom setting.
3. Provide educators and evaluators, via Domains 1 and 4, a vehicle for meaningful discussion on teaching skills not directly observable in the classroom.

Professional Competency Domains:

DOMAIN 1: Planning and Preparation (how an educator designs instruction)

- 1a. Demonstrating Knowledge of Content and Pedagogy
- 1b. Demonstrating Knowledge of Students
- 1c. Selecting Instructional Goals
- 1d. Demonstrating Knowledge of Resources
- 1e. Designing Coherent Instruction
- 1f. Designing Student Assessments

DOMAIN 2: The Classroom Environment (the interactions that occur in the classroom)

- 2a. Creating an Environment of Respect and Rapport
- 2b. Establishing a Culture for Learning
- 2c. Managing Classroom Procedures
- 2d. Managing Student Behavior
- 2e. Organizing Physical Space

DOMAIN 3: Instruction (the heart of teaching—the actual engagement of students in content)

- 3a. Communicating with Students
- 3b. Using Questioning and Discussion Techniques
- 3c. Engaging Students in Learning
- 3d. Using Assessments in Instruction
- 3e. Demonstrating Flexibility and Responsiveness

DOMAIN 4: Professional Responsibilities (the roles outside of those in the classroom)

- 4a. Reflecting on Teaching
- 4b. Maintaining Accurate Records
- 4c. Communicating with Families
- 4d. Participating in the Professional Community
- 4e. Growing and Developing Professionally
- 4f. Showing Professionalism

Performance Standards:

- **Highly Effective** – Evidence of high levels of knowledge, implements of performance standards

along with evidence of leadership initiative and willingness to model and/or serve as a mentor for colleagues.

- **Effective** – Evidence of increased knowledge, implementation and integration of performance standards. Evidence of a clear proficiency and skill in the performance area.
- **Developing** – Evidence of basic knowledge and implementation of performance standards. Integration of performance standards is not evident. Educator is making progress towards proficiency.
- **Ineffective** – Little or no knowledge and minimal implementation of performance standards. Does not meet minimal performance standards and needs substantial improvement.

Domains and rubrics extracted from: Charlotte Danielson, Enhancing Professional Practice – A Framework for Teaching and from ETS Pathwise.

Evaluation Procedures:

1. Awareness and training will be provided about the evaluation process and timeline by the administrator within the first 20 days of the school year. Teachers shall be evaluated by an administrator in their home building, which shall be identified prior to the beginning of the school year.
2. First 2 years of employment: A comprehensive evaluation will be completed twice during the school year. This evaluation will be completed within the first 60 days of each semester.
3. 3rd and 4th years of employment: A comprehensive evaluation will be completed at least once during the school year but no later than Feb. 15th.
4. After the 4th year of employment: A comprehensive evaluation will be completed at least once every three years but not later than Feb. 15th of the school year in which the educator is being evaluated.
5. Student Performance Measures Form (Data Collection): Each year ALL licensed educators will complete a Student Performance Measures Form online through Frontline Professional Growth (formerly My Learning Plan). This will be due by the 60th day of the first semester. The Student Performance Measures Form will identify the 3-5 measures that the educator is using to collect data to show student performance. Three measures will then be selected for evaluation purposes.

Comprehensive Evaluation Plan:

Step 1: Awareness

1. Small group or faculty meeting.
2. Description of the process, timeline, and identification of educators to be evaluated.
3. Forms and documents will be shared and discussed.
4. Minimum of two formal observations required per evaluation cycle.
5. One observation will be scheduled and the other(s) may be scheduled or unscheduled.

Step 2: Pre-Observation/Planning Conference

1. First year educators in the district and others whom the administrator desires to visit with, will have a face-to-face conference with educator and evaluator. This conference will take place only once in each evaluation cycle. All other educators may share this information by written format.

2. USD #385 Pre-Observation/planning form to be completed by educator prior to meeting.
3. Discussion of lesson to be observed and planning form.

Step 3: Classroom Observation #1

1. A formal observation is defined as viewing one complete classroom lesson.
2. The evaluator will use USD #385 Classroom Observation Form to collect evidence.
3. The educator will receive written feedback within 2 school days.

Step 4: Post-Observation/Artifact/Student Performance Measures Conference

1. Face-to-face conference to discuss scheduled classroom observation.
2. Educator will share a minimum of 4 artifacts as evidence for Domains 1 and/or 4.
3. Educator Reflection Form will be one of the required artifacts.
4. Educator and administrator will discuss the Selected Student Performance Measures form. Together, the educator and administrator will determine if student performance was shown in each of the three areas.

Step 5: Additional Classroom Observations

1. The evaluator will use USD #385 Classroom Observation Form to collect evidence.
2. The educator will receive written feedback within 2 school days.

Step 6: Final Summative Conference

1. Final conference to review comprehensive evaluation.
2. USD #385 Evaluation Summary sheet will be completed by the evaluator and shared with the educator.
3. Discussion about strengths and areas for growth.

Plan of Assistance:

1. If an educator receives an “Ineffective” rating on any component on the summative evaluation, a written Notification of Unsatisfactory Performance will be provided to the educator which will include areas requiring improvement.
2. The educator and administrator will collaboratively develop a Plan of Intensive Assistance. This plan will include recommendations for corrective action and list evidence of sufficient improvement.
3. After the plan of assistance is completed, a recommendation by the administrator will be indicated on the form.

General Procedures:

1. Whenever an evaluation is made of an educator, the written document shall be presented to the educator and the educator shall acknowledge such presentation by his/her signature. The educator may respond in writing to the evaluator no later than two (2) weeks after the evaluation conference.
2. Except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to the evaluated employee, the Board, the appropriate administrative staff members designated by the Board, the school board attorney upon request by the Board, the State Board of Education as provided in K.S.A. 72-7515, the Board

and the administrative staff of any school to which such employee applies for employment and other persons specified by the employee in writing to the Board.

3. In the event the educator feels that the evaluation by the administrator is inaccurate, unfair, or incomplete, the educator may request that the superintendent of schools or designee review the educator's evaluation. Such a request for a review should be made in writing with a copy of the request provided to the building administrator. The superintendent or designee shall then review all aspects of the evaluation.
4. Signed copies of the Educator Evaluation Report shall be provided to the building administrator, the superintendent or designee, and the educator. If a Plan of Assistance is implemented, this document will also be filed in the same manner as the evaluation reports.

Supporting forms used in the evaluation process can be found in the appendix of this agreement. There will be an annual review by all stakeholders of the process with those results being provided to the negotiations teams.

Article 13 – Reduction in Force

Reduction in Force is the non-renewal of an employee's contract, in accordance with Kansas Statutes, made necessary by a reduction in the number of authorized teaching positions.

1. To determine the number of teaching positions to be reduced, the administrative staff will recommend to the Board of Education the educational program for the district to meet the district's educational goals. Teacher input will be sought. The reduction shall be applied to the largest group of teachers which may reasonably be considered. The superintendent, subject to Board approval, shall determine the group of teachers from which the reduction shall be made.
2. Staff members in the group, or groups, where the reduction of staff is necessary, will have the right of reassignment to another open position for which they are licensed if one exists. Within the specified group to be reduced, staff members shall be selected for non-renewal in the following order:
 - a. The greatest possible reduction in teaching staff shall be accomplished through attrition or by voluntary transfer.
 - b. Staff members who are probationary teachers.
 - c. Staff members who by state licensing standards are only provisionally licensed in their assigned teaching positions.
3. If none of the above three (3) steps accomplish the reduction in force that is necessary, the remaining positions will then be eliminated on the basis of:
 - a. Formal evaluations: The process of using the formal evaluation shall be as follows: Points will be assigned based on the observed skill rating in each of the skill areas that fall in the four domains. Scores shall be assigned as follows: Ineffective=0, Developing=2, Effective=3, Highly Effective=5. The lowest evaluation score shall determine which teacher is non-renewed. If the lowest scores are not separated by at least 10% of the total points, then criteria two shall be used to determine which shall be non-renewed.
 - b. Years of service to the district
 - c. Years of service to the profession
 - d. Discretion of the superintendent
4. This article shall be reviewed upon the request of either AEA or BOE by a committee of two representatives for AEA and two representatives for the Board.

5. Recall: Tenured teachers who have been non-renewed under the provisions of this policy shall be offered a recall to employment in reverse order of reduction should a position become vacant for which they are licensed to fill.
 - a. Teachers who have had a portion of their contract non-renewed in order to accomplish a reduction of force shall have the first opportunity at a full-time position.
 - b. Recalled teachers will return to at least former full experience level and shall be entitled to any such rights as may have accrued under this agreement prior to their non-renewal.
 - c. A list of vacant positions, if any, will be kept on file with the clerk of the Board of Education.
 - d. Teachers shall have recall rights for a period of 24 months.

Article 14 – Leave Policy

1. On the first day of orientation each teacher shall be credited with eleven (11) days of leave with full pay. All absences will be submitted through the Absence Management System.
2. The requirements for use of leave are as follows:
 - a. Absences during a professional learning day, or during the first or last five student contact days of each semester, must be for illness or reason approved by the Superintendent or designee. Absences at other times are at the discretion of the employee.
 - b. The building principal shall be informed before 7:00 a.m. of the contracted time.
 - c. In all events, prior planning must be done with the building principal. Except for illness, notice should be submitted to the principal at least 48 hours in advance of the anticipated absence. Notification through the Absence Management system will meet this requirement.
 - d. No more than five consecutive days may be used without prior approval from the Superintendent or designee.
3. Any unused leave days that are not put in the leave bank will be paid annually by the Board to the individual at the daily rate of substitute pay.
4. This cost will be paid by the Board of Education
5. Teachers responding to court required services, i.e. jury duty, subpoenas, or school related legal issues will not be charged for leave days. Under special or exceptional circumstances the superintendent may expand the definition of court required services to include additional legal issues. Compensation received from jury duty will be deducted from pay received from USD #385.
6. All employees will furnish the superintendent's office a physician's release after five (5) continuous days of absence due to injury/illness.
7. Adoption Leave: An employee may request and may be granted, by the Board of Education, permission to use accumulated sick leave, including days from the leave bank, to care for a newly adopted child. Additional unpaid days up to the limit prescribed by federal law may also be taken. A request for adoption leave will be considered by the Board under the following conditions:
 - a. The employee submits a statement verifying the need of the adopting parents to be at home for a period of time with the newly adopted child.
 - b. The employee is adopting a preschool-aged child.
 - c. The employee advises the Superintendent and the building principal in writing that the adoption process is beginning and provides updates on the progress of the application.
 - d. Neither the employee nor spouse/significant other is the natural, step, or previous adoptive parent of the child.
 - e. The newly adoptive child has not actually resided with the employee more than 60 days prior to the first day of requested leave.

- f. The newly adopted child must begin to reside with the adoptive parents no more than 10 days prior to the reporting date in the fall in order to be eligible for days from the leave bank.
8. Donation of Leave: In the event that licensed staff desire to donate leave to another licensed employee, one day of unused leave will be counted for each day of paid leave to the affected employee.

Article 15 – Sick Leave Bank

1. The Board has set up a bank to cover leave taken above that of eleven (11) days by the individual. The number of days in the bank is 1000 days annually. Employees who wish to use sick leave bank days shall complete a written request within five (5) contract days from the initial absence. In extraordinary circumstances, the building administrator may submit the written request for sick leave bank days on behalf of the employee. The decision on use of sick leave bank days shall be made by a committee consisting of the Superintendent/designee, Assistant Superintendent for Human Resources, AEA President and Vice President. The decision will be communicated to the employee within 5 contract days of receipt of the request.
2. Days from the bank may be used under the following conditions:
 - a. Physical illness, injury, or condition of the individual licensed employee during the time the employee is hospitalized and/or under the care of a physician. A statement will be required from the physician recommending that the licensed employee be absent from work due to the condition of the employee's health after a total of three days has been taken from the bank in a contract year.
 - b. Critical illness, disability, or death in one's immediate family. The illness or disability shall require the family member to be hospitalized and/or under the care of a physician. A physician's written verification may be required. Immediate family shall be defined as spouse, children, father, mother, father-in-law, mother-in-law, grandparents, brother or sister. In the event of death, a maximum of 3 days may be used.
3. Eligibility for use of days from the bank is determined by the following conditions:
 - a. Licensed employees employed during the 1986-87 school year are eligible.
 - b. All licensed employees not covered under 3A are eligible for coverage under the following conditions.
 - i. The individual teacher must have contributed a total of 16 days of unused leave to be eligible (vested) to be covered the next school year. In order to save days, the teacher must request to bank the days as opposed to redeeming them for the \$88/day at the end of the year.
 - ii. The teacher is not eligible to be covered under the provisions of the leave bank until the beginning of the 3rd year and complying with (i) above.
 - iii. Teachers who have donated days to the bank but are not vested may use their donated days for reasons as specified in 2A & 2B. Notification of intent to use donated days shall be made by the employee within 5 days of usage. Used donated days will be deducted from the amount needed to be vested.
4. Coverage will remain in effect until the employee is eligible for coverage under KPERs disability; if leave is being used as defined in 2(b) above, a maximum of 100 days may be used over a ten year period once the employee is vested, which will reset every ten years. The calculation of maximum days and first decennial period will commence in the 2018-19 school year.
5. Biological parents may use sick leave bank days in the event of a child's birth. The distribution of

the bank days will follow these guidelines:

- a. A maximum of six (6) weeks for natural delivery and eight (8) weeks for cesarean delivery may be used from the date of the child's birth.
 - b. If both of the biological parents are employed in licensed positions in the district and both are vested in the sick leave bank, the leave days may be taken by either employee, or shared between the two, up to a family maximum of six weeks for natural deliveries and up to a family maximum of eight weeks for cesarean deliveries. An individual's leave days must be exhausted before he or she may use bank days. It is not required that both parents have used all of their individual leave before one of them accesses the leave bank provided the one accessing the bank has exhausted his or her individual leave days.
6. Employees may use sick leave bank days in the event of a child adoption. The distribution of the sick leave bank days will follow these guidelines:
- a. When adopting an infant (0-6 weeks old), a maximum of six (6) weeks from the date of the adopted child's birth may be used.
 - b. When adopting a child over six weeks of age, a maximum of ten (10) days from receipt of the child may be used.
 - c. If both of the adoptive parents are employed in licensed positions in the district and both are vested in the sick leave bank, the leave days may be taken by either employee, or shared between the two, up to a family maximum of six weeks from date of birth of the infant and up to a family maximum of ten days for a child over six weeks of age. An individual's leave days must be exhausted before he or she may use bank days. It is not required that both parents have used all of their individual leave before one of them accesses the leave bank provided the one accessing the bank has exhausted his or her individual leave days.
7. Employees who resign or otherwise terminate prior to the completion of their contract are not eligible for use of days from the bank. Employees who resign or otherwise terminate at the completion of their contract are not eligible for payment or other compensation for banked days. If an employee who is vested in the bank, or has contributed days toward vesting, is subsequently rehired by the district, the employee shall be returned to previously achieved status upon re-employment.
8. The board has the right to require a physician's statement of the Board's choice and at the Board's expense stating reasons why an employee is physically unable to work for days used from the bank. This is above that physician's statement required in section 2A & 2B above.

Article 16 - Professional Leave

Two professional days will be allotted per teacher to be used for professional and educational purposes. Additional allotted days may be available contingent upon administrative approval.

Any days used in excess of allotted days will be charged to the individual leave of those teachers who exceed the two day allotment.

Teachers will not be compensated for unused professional days. Use of professional days is contingent upon prior administrative approval.

Article 17 – Extended Leave

1. A teacher may be granted, subject to the approval of the superintendent of schools, an extended leave without pay for the following reasons:
 - a. Exchange Teaching: A leave of absence of up to two semesters may be granted to any teacher for purposes of participating in exchange teaching programs in other school districts, states, territories, or countries: foreign or military teaching programs; Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or a cultural, travel, or work program related to professional responsibilities.
 - b. Study Leave: A leave of absence not to exceed two semesters may be granted to any teacher for study related to the employee's professional responsibilities or other area of educational specialization at an academic institution. The specific plan of study must be approved in advance by the superintendent of schools and the teacher must complete the plan as approved in order to be eligible for the benefits of such leave.
 - c. Military: A leave of absence shall be granted to any teacher for the purpose of service in the armed forces of the United States in accordance with current federal statutes and regulations.
 - d. Political: A leave of absence may be granted for employees who have been elected to a state political office with the district continuing to pay any medical benefits during the leave that were received prior to the employee requesting the leave. No further compensation will be paid during the political leave period.
 - e. Hardship: A leave of absence may be granted to employees who need additional extended unpaid leave due to the extenuating circumstances to cover days not covered by FMLA or current leave policy. Other leave restrictions addressed in this article will not apply to this leave.
2. A teacher may be granted, subject to the approval of the superintendent of schools, an extended leave without pay upon the following conditions:
 - a. The teacher must have completed four consecutive years of satisfactory service in the school district to be eligible for extended leave.
 - b. In all cases of extended leave, the teacher shall give written intent to return to the school district upon completion of the leave.
 - c. The granting of extended leave shall be contingent upon finding a suitable replacement for the teacher.
3. Extended leave requests shall be presented to the superintendent of schools by October 10 or April 1 prior to the semester the leave is to begin. If the leave is denied, the teacher has the right of appeal to a committee composed of one teacher (AEA), one BOE member, and one administrator.
4. The teacher will be reassigned to a position which is at least comparable to the one which was held when the extended leave commenced, exclusive of supplemental assignments.
 - a. If the date of return from extended leave is the beginning of a school year, the assignment shall be assured, provided the teacher notifies the superintendent, in writing, on or before April 1 of intent to return.
 - b. If the date of return from extended leave is other than the beginning of a school year, the effective date of return shall be subject to a vacancy for which the teacher on leave is qualified.
 - c. A teacher may apply for an additional year, providing the preceding criteria are met.
5. With respect to exchange teaching, study leave, or military leave, upon return to a position in the school district, the teacher will be placed at the same position on the salary schedule as if teaching in the district had continued during the period of leave. The teacher may continue membership in the district provided health care plan during the leave, paying all of the premiums.

Article 18 – Association Leave

Members of the Executive Board of the Andover Education Association shall be allowed up to ten days leave for Association business with the Andover Education Association reimbursing the Board for substitute pay and without jeopardy to any Executive Board member's pay or personal leave. The President of the Association will be allowed to use six of these days. Other members of the Association will be limited to a maximum of four days per person.

Article 19 – Fringe Benefits

Starting with the insurance program year, the District will pay no less than \$450 per month towards an employee taking single coverage, \$600 per month towards an employee taking employee plus children or spouse, or \$750 per month towards an employee taking the family plan in the group health plan or \$2,300 equivalent monies which may be used in the IRC 125 fringe benefit plan provided verification of hospitalization is furnished by the employee, for those electing not to participate in the health fringe benefit. Employees who are hired after the 1992-93 school year must use the District contribution toward the cost of a single or family group health plan.

It is intended that the District pay at least the monthly amount necessary to meet the Affordable Care Act (ACA) safe harbor threshold and avoid penalties based on the lowest cost minimum value single employee contribution as required by law.

Article 20 – Group Health

The district-wide group health plan will be reviewed annually in relation to rates and coverage by a committee comprised of licensed personnel and an administrator.

Article 21 – Workmen's Compensation

All employees are insured under the Workmen's Compensation insurance.

Article 22 – Tax Sheltered Annuity

The Board of Education will cooperate with their employees in making the deposit in lieu of salary payments to an IRS approved 403b tax sheltered annuity plan of the employee's selection, at the request of the employee.

1. New companies must present a minimum of five (5) individual contracts to be approved.
2. The Board will establish the dates which will comply with law to initiate new contracts or to allow changes in current tax sheltered annuities.

Article 23 – Mileage Reimbursement

The Board of Education agrees to pay the IRS allowable rate for authorized travel for licensed employees' use of their personal car for school business use. For employees assigned to multiple

buildings, an allocation will be given based on the number of teaching days in the employee's contract and mileage for the routes as determined by the district split into nine equal payments. Any other mileage for school business may be submitted for reimbursement.

Article 24 – IRS Section 125

The Andover Education Association and BOE agree that a salary reduction plan that complies with the IRS code under Section 125 will continue to be implemented. Options available to employees will include such items as life insurance, health insurance, and others.

Article 25 – Salary Considerations

1. The need for a substitute may be the result of an administrative request.
 - a. The teacher who agrees to substitute will be compensated at the rate of 1/6 of the current daily substitute teacher's rate if the teacher has had a six-period teaching load for that day. The school-initiated requests would be for such situations as absences of coaches for athletic contests, absences of elementary vocal music, art, or physical education teachers, or similar requests.
 - b. In situations where a classroom teacher serves as a substitute for one half hour or less, the substitute shall receive \$10.00 for that assignment. In situations where a classroom teacher serves as a substitute for more than one-half hour and up to one hour, the substitute shall receive \$20.00 for the assignment.
2. If the need for a substitute is the result of a teacher-initiated request for one hour or less of student contact time, the requesting teacher may, with the approval of the building principal, secure the services of another teacher who will volunteer for the short-term substituting situation. District Office will clarify with building principals that non-student contact time may be also used for this purpose, with administration approval. No deduction of pay or loss of leave will be assessed against the requesting teacher.
3. Licensed personnel who serve on committees endorsed or mandated by the BOE, the superintendent or building administrators will be compensated at \$20.00 per hour for committee work completed outside the contractual day.
 - a. The committee must be approved in advance by the superintendent to qualify for payment. A form will be provided for that purpose. Teachers will keep a log of committee work that exceeds the negotiated contractual day, will have the log signed by the committee chair, and will turn in the log to the building administrator.
 - b. Committee chairs will have to turn in guidelines and parameters of the committee as well as an estimated time schedule to complete the tasks of the committee.
 - c. Payment for committee work will be according to the following schedule:
 - i. Payment for 1st semester committee work will be submitted by December 1 and be paid in the December payroll.
 - ii. Payment for 2nd semester committee work will be submitted by June 1 and be paid in the June payroll.
 - iii. Payment for summer committee work will be submitted by September 1 and be paid in the September payroll.
 - iv. Before payment is made, a teacher must have logged two or more half-hour blocks of time. Amounts of time under one hour may be carried into the next semester but not into the following academic year.

4. Licensed personnel who engage in curriculum development or other approved district activities as endorsed or mandated by the BOE, the superintendent, or designee, will be compensated at \$30.00 per hour for work completed outside the instructional day.
 - a. The work must be approved in advance by the superintendent to qualify for payment. A form will be provided for that purpose. Teachers will keep a log of work that exceeds the negotiated contractual day and turn in the log to the superintendent or designee.
 - b. The superintendent or designee will establish guidelines and parameters of the required work as well as an estimated time schedule to complete required tasks.
 - i. Payment for 1st semester committee work will be submitted by December 1 and be paid in the December payroll.
 - ii. Payment for 2nd semester committee work will be submitted by June 1 and be paid in the June payroll.
 - iii. Payment for summer committee work will be submitted by September 1 and be paid in the September payroll.
 - iv. Before payment is made, a teacher must have logged two or more half-hour blocks of time. Amounts of time under one hour may be carried into the next semester but not into the following academic year.
5. Teachers who are newly hired for the upcoming school year shall have the option of taking their pay in either 12 or 13 equal installments. Those requesting 13 installments must submit the request to the district payroll department no later than August 10, and the first payment shall be made on or by August 15, with the remaining payments made according to the district payroll calendar. Those accepting 12 installments understand that the first payment will be made on or by September 15.

Article 26 – Licensed Salary Schedule

1. Initial placements on this schedule will be made by the administration.
2. To advance on the salary schedule using college credit, all teachers must present eight (8) hours of additional college credit to the Professional Development Council during the life of their teaching license.
3. Impact points for salary movement must be earned during the life of the professional license and must be approved by the publicized August PDC meeting.
4. To advance on the salary schedule, an Intent to Move form must be filled out and sent to District Office before expiration of the current certificate or license. This must be completed before re-licensure and in accordance to Article 30 of this agreement.
5. All college credit hours must be granted by an accredited college and approved by the superintendent/designee and the PDC chair. In addition:
 - a. Hours should be graduate level.
 - b. Credit shall be allowed for undergraduate hours, provided
 - i. the course is used to satisfy a state-mandated requirement for re-licensure
 - ii. the course is an undergraduate computer education course and is recommended in advance by the superintendent
 - iii. the course is not available in a graduate level category and is recommended in advance by the superintendent
 - iv. the course is approved and required in a course of study for an advanced degree
 - c. Or as requested by the administration.
 - d. All courses allowed for credit on the columns shall be earned after the date the degree was granted.

6. Work completed in accordance with the Andover Staff Development Plan will qualify for movement on the salary schedule.
 - a. Points from all three levels in all three tiers can be used for re-licensure.
 - b. Points from only Level 3 - Impact may be used to move on the salary schedule.
 - c. Movement on the pay schedule for licensed staff members with a bachelor's degree must consist of one of the five following options.
 - i. 8 graduate hours and 0 level 3 impact points
 - ii. 7 graduate hours and 20 level 3 impact points
 - iii. 6 graduate hours and 40 level 3 impact points
 - iv. 5 graduate hours and 60 level 3 impact points
 - v. 4 graduate hours and 80 level 3 impact points
 - vi. 160 CEU impact points for Registered NursesAll graduate hours must be approved by the superintendent/designee and/or professional development council chair (1 semester credit hour = 20 level 3 / impact points).
 - d. Licensed staff members with a master's degree may move on the pay schedule by using up to 160 Impact/Level 3 points or 8 graduate hours or a combination of both that are approved by the superintendent/designee and Professional Development Council.
7. A teacher contracted at mid-term will remain on that step for the one-half of the contract year. The salary is to be computed accordingly, and paid in equal installments over the remaining contract period.
8. The following salary schedule will be in effect. Step movement will be allowed for teachers not on the maximum step.
9. Teachers who receive National Board Teaching Standards Certification will be rewarded with an incentive bonus of \$1,000 each year for 10 years as long as they remain in good standing with the district. This compensation is in addition to any funds forthcoming from the state.
10. The district may pay a signing bonus for hard to fill positions with a maximum of \$2,500 per teacher and a \$15,000 per year maximum; funds not disbursed may be used to increase funds available for tuition reimbursement as addressed in Article 31.
11. Employees will be notified of the length of addendum extended days by May 1, preceding the contract year.

2023-24 Bachelors Licensed Salary Schedule

Step	0	8	16	24	32
0	\$45,800	\$46,473	\$47,077	\$47,636	\$48,300
1	\$46,620	\$47,402	\$48,090	\$48,712	\$49,431
2	\$47,087	\$47,973	\$48,737	\$49,421	\$50,187
3	\$47,554	\$48,541	\$49,389	\$50,256	\$50,944
4	\$48,024	\$49,111	\$50,038	\$50,969	\$51,703
5	\$49,056	\$50,262	\$51,283	\$52,284	\$53,080
6		\$50,842	\$51,942	\$53,002	\$53,847
7			\$52,603	\$53,721	\$54,615
8				\$54,441	\$55,382
9					\$56,483

2023-24 Masters Licensed Salary Schedule

Step	0	8	16	24	32	40	48	56 or Doctorate
0	\$49,486	\$49,980	\$50,468	\$50,953	\$51,428	\$51,902	\$52,366	\$52,866
1	\$50,747	\$51,275	\$51,794	\$52,303	\$52,801	\$53,291	\$53,772	\$54,272
2	\$51,627	\$52,177	\$52,721	\$53,254	\$53,764	\$54,276	\$54,764	\$55,264
3	\$52,503	\$53,082	\$53,650	\$54,203	\$54,730	\$55,255	\$55,756	\$56,256
4	\$53,379	\$53,988	\$54,579	\$55,153	\$55,695	\$56,240	\$56,749	\$57,249
5	\$54,903	\$55,549	\$56,169	\$56,774	\$57,341	\$57,909	\$58,437	\$58,937
6	\$55,793	\$56,463	\$57,111	\$57,738	\$58,319	\$58,905	\$59,445	\$59,945
7	\$56,683	\$57,382	\$58,053	\$58,701	\$59,300	\$59,901	\$60,449	\$60,949
8	\$57,576	\$58,297	\$58,995	\$59,663	\$60,580	\$61,154	\$61,457	\$61,957
9	\$58,816	\$59,570	\$60,297	\$60,993	\$61,632	\$62,267	\$62,845	\$63,345
10		\$60,492	\$61,247	\$61,966	\$62,617	\$63,258	\$63,858	\$64,358
11			\$62,195	\$62,934	\$63,604	\$64,273	\$64,870	\$65,370
12				\$63,903	\$64,589	\$65,276	\$65,885	\$66,385
13					\$65,576	\$66,276	\$66,899	\$67,399
14						\$67,280	\$67,913	\$68,413
15							\$68,929	\$69,429
16							\$69,920	\$70,420
17							\$70,934	\$71,434
18								\$72,434
19								\$73,434
20								\$74,434
21								\$75,434
22								\$76,434

Article 27 – Supplemental Pay

The Board of Education agrees to establish an ongoing committee to review and recommend changes to the supplemental salary schedule (one staff member from each elementary, two staff members from each middle school (one athletic, one activity), two staff members from each high school (one athletic, one activity), three administrators, one district office administrator, and one AEA representative).

1. No one's salary will be reduced as a result of this schedule.
2. Each person will be given full credit for all years of licensed experience in that assignment.
3. In-district licensed head coaching experience in the same sport will count as assistant coaching experience.
4. In a given year, if any established dollar amount is added to the base (BS + 0, Step 0) & that same dollar amount is added to each cell of the licensed salary schedule, a corresponding percentage of the dollar amount of the addition to the base divided by the base prior to the addition will be added to each cell of the supplemental schedule. In a given year, if an equal percentage is added to each cell of the licensed salary schedule, rather than a dollar amount, that same percentage will be added to each cell of the supplemental schedule.

2023-24 Supplemental Salary Schedule

LEVEL	0 Years	4 Years	7 Years	10+ Years
0	\$6,138	\$6,369	\$6,598	\$6,830
1	\$4,947	\$5,178	\$5,405	\$5,638
2	\$4,603	\$4,816	\$5,032	\$5,247
3	\$3,861	\$4,042	\$4,219	\$4,402
4	\$3,266	\$3,418	\$3,570	\$3,724
5	\$2,674	\$2,770	\$2,867	\$2,968
6	\$2,525	\$2,614	\$2,706	\$2,797
7	\$1,903	\$1,962	\$2,023	\$2,087
8	\$1,249	\$1,280	\$1,308	\$1,341

Supplemental Positions

Level 0	<ul style="list-style-type: none"> HS Head Basketball HS Head Football HS Head Wrestling 	Level 5	<ul style="list-style-type: none"> HS Ass't Swimming HS Weight Room (Fall) HS Weight Room (Winter) MS Ass't Basketball MS Ass't Cross Country MS Ass't Football MS Ass't Tennis MS Ass't Track MS Ass't Volleyball MS Ass't Wrestling MS Orchestra
Level 1	<ul style="list-style-type: none"> HS Head Cheerleader HS Head Track HS Head Volleyball 	Level 6	<ul style="list-style-type: none"> Elem Vocal Music HS Ass't Bowling HS Auditorium Manager HS Flag Corps HS FBLA HS FCCLA/ProStart HS Jr. Class Sponsor HS Scholar's Bowl HS Science Olympiad HS Student Council HS Thespians HS Yearbook MS Science Olympiad MS Student Council
Level 2	<ul style="list-style-type: none"> HS Ass't Football HS Band HS Competitive Speaking HS Debate HS Head Baseball HS Head Soccer HS Head Softball HS Theatre Mainstage HS Vocal 	Level 7	<ul style="list-style-type: none"> HS Ass't Scholar's Bowl HS Clay Target HS ESports HS National Honor Society HS Percussion HS Robotics HS Ass't Theatre Mainstage HS Winter Drumline MS Ham Radio MS Journalism
Level 3	<ul style="list-style-type: none"> Athletic Trainer (Fall) Athletic Trainer (Winter) Athletic Trainer (Spring) HS Ass't Basketball HS Ass't Volleyball HS Ass't Wrestling HS Dance Team HS Head Cross Country HS Head Golf HS Head Swimming HS Head Tennis HS Journalism HS Weight Room (Summer) MS Head Cheerleader 	Level 8	<ul style="list-style-type: none"> Elem After School Program Elem Art Elem Math Team Elem Student Council HS Ass't Science Olympiad HS Plays (1-Act Play-Winter) HS Sr. Class Sponsor HS WEB/LINK MS Art MS Drama MS Math Team MS SADD MS Scholar's Bowl MS WEB/LINK MS Yearbook
Level 4	<ul style="list-style-type: none"> HS Ass't Baseball HS Ass't Cheerleader (Freshman) HS Ass't Cross Country HS Ass't Competitive Speaking HS Ass't Debate HS Ass't Golf HS Ass't Soccer HS Ass't Softball HS Ass't Tennis HS Ass't Track HS Head Bowling HS Orchestra HS Weight Room (Spring) MS Ass't Cheerleader MS Band MS Head Basketball MS Head Cross Country MS Head Football MS Head Tennis MS Head Track MS Head Volleyball MS Head Wrestling MS Vocal 		

Article 28 – Pay Procedure

All contracts will be paid on a twelve-month basis (or thirteen-month basis for new teachers who elect this option) on or before the 15th day of the month of the contracted year. Lump sum payments will be available in accordance with applicable Kansas statutes.

Article 29 – Salaries for Employees Who Serve Less than the School Year

Licensed employees who, for any reason, teach less than the school year will be paid on the basis of the length of their service as contracted for by the Board of Education. This includes base salary, supplementary salary, Board duty salary, and all fringe benefits.

Article 30 – Educational Intent and Approval

1. A licensed employee must notify the administration by April 15 of intent to change educational columns on the salary schedule for the next school year. Notification of Intent to Move may be completed anytime during the school year before April 15. Intent to Move for the following school year must be completed before the current certification or license expires.
2. Verification of courses taken must be made by having an official transcript in the superintendent's office by September 1.
3. Specific courses must be approved by the superintendent and professional development chair before the licensed employee commences attending class. The superintendent and professional development chair will respond to a request for course approval within five working days of submission.
4. The PDC Chair will forward approved PD credit points to Human Resources for movement on the pay schedule.

Article 31 – Tuition Reimbursement

Andover Public Schools desires to encourage staff members to consider professional growth in areas which would improve their effectiveness in the classroom or address critical staffing shortages. Employees participating in the tuition assistance program will be expected to obtain an additional endorsement, degree, or other program qualification in an area designed by the district administration as critical need areas.

General Terms and Conditions:

1. The employee must be in an approved degree for a teaching area program as approved by the board or superintendent or in an approved teaching area endorsement program which addresses critical need areas as identified within the district.
2. Employees must have completed two years in a licensed position in the Andover district and have a contract with the district at the time credit was earned and at the time reimbursement is to be paid.
3. All tuition requests must be approved in advance of the classes being taken and will be approved by the Tuition Assistance Committee, consisting of the President of the AEA, a member of the PDC and the Assistant Superintendent of Human Resources.

4. Tuition requests will be approved by the Superintendent of Schools.
5. Classes must be taken through approved accredited institutions of higher education.
6. Individuals may apply for a maximum of \$1,500 reimbursement per school year, August 1 through July 31. A maximum of six hours per semester will be approved per employee. The maximum to be reimbursed throughout the district will be \$10,000 per school year; funds not disbursed for signing bonuses (ref. Article 26) may be used to increase funds available for tuition reimbursement.
7. The district will reimburse the employee for ½ of the tuition rate of each credit hour as charged by Wichita State University. This reimbursement will not cover fees, books, and/or other related expenses.
8. Reimbursement will only be awarded for grades of “C” or better for undergraduate courses or “B” or better for graduate level courses.
9. Reimbursements will be made three times per year upon receipt of payment and verification of passing grades as previously stipulated.
10. If the employee does not renew his/her employment contract for the subsequent year after reimbursement is made, the reimbursed amount of the tuition for the current year will be deducted from the employee’s final salary check.
11. Hours taken under this agreement may be submitted for potential movement on the salary scale as specified in Article 26 of the Negotiated Agreement.

Article 32 – Professional Dues

1. All employees have the right to participate in payroll deduction for professional dues if the employee gives written notice requesting such deductions.
 - a. Deductions will be made in twelve installments and will continue to be automatically made on behalf of the employee each year until written notice is given by the employee to the Andover Education Association President, who will then notify the district office.
 - b. The Association will notify the BOE by September 1 of any changes to association dues and provide a complete list of members requesting deductions.
 - c. Teachers joining the Association during the contract year will be given the option for payroll deduction, with deductions equally divided among remaining months of the contract year.
 - d. Any balance due upon a teacher’s termination of employment shall be deducted from such teacher’s final check.
2. Should a teacher desire to terminate membership of AEA during the contract year, dues will continue to be deducted from the employee's remaining pay.
3. The Board will transmit collected dues to the Association within ten (10) school days following the regular pay period.
4. The Board shall be held harmless from any and all claims, demands, or other forms of liability that may arise regarding dues collection and complying with the provisions of this section.

Article 33 – Contract Format

The primary individual teaching contract will reflect compensation of the base salary and fringe benefits. Supplemental and Board of Education contracts will be issued as separate contracts.

Article 34 – Reproduction of Agreement

A signature page will be signed by the lead negotiators for the BOE and the AEA at the end of negotiations to notate all proposed changes to the agreement. Prior to distribution to the licensed staff, the agreement will be proofread by the AEA and BOE lead negotiators to ensure accuracy. Copies of this agreement shall be made at the expense of the Board, after the agreement is signed and presented to all teachers now employed, or hereafter employed. The Board shall also furnish one copy of this agreement to the Association for its use.

Article 35 – Employee Counseling/Assistance Plan

The District agrees to provide for employees an assistance program focused on personal, financial, and legal counseling, at District expense. Information is available in each school office or by contacting the District Office.

Article 36 – Longevity Pay

Any teacher who has completed 10 years of continuous service in a licensed position, in the employ of the board on or before August 1 of the current contract year and who is employed by the board on December 1 shall be paid a longevity amount equal to the amount specified below. Any teachers whose employment terminates prior to December of the current contract year shall receive no part of any such payment.

10-13 Years	\$250.00
14-19 Years	\$450.00
20-24 Years	\$550.00
25+ Years	\$750.00

All longevity payments shall be made in December in accordance with payroll procedures and shall be subject to all applicable deductions.

The Superintendent has the authority to waive continuous service requirements in extenuating circumstances.

Article 37 – Release from Contract/Liquidated Damages & Resignation/Retirement Incentive Clause

1. According to K.S.A. 72-2251, teachers shall be declared under contract for the next teaching year unless a resignation is submitted on or before 14 days after the third Friday in May of the current school year or, if applicable, not later than 15 days after final action is taken by the board of education upon termination of professional negotiation absent a binding agreement under article 22 of chapter 72 of Kansas Statutes Annotated, whichever is the later date. New teachers coming into the district shall be deemed under contract after approval of a signed individual contract by the Board of Education.
2. Requests for a release from contract made after the deadline established in number one above

shall be subject to a case-by-case review by the Board of Education. In those cases where a release is granted, the AEA agrees that those teachers wanting release from their contract for any reason other than physician-certified medical disability shall pay to the Board liquidated damages as follows:

- a. If the teacher resigns after 14 days following the third Friday in May and on or before June 30, the parties agree that liquidated damages shall be in the amount of \$750.00.
 - b. If the teacher resigns after June 30 and on or before August 1, the parties agree that liquidated damages shall be in the amount of \$1,500.00.
 - c. If the teacher resigns after August 1, and before the first contract day, the parties agree that liquidated damages shall be in the amount of \$3,000.00.
 - d. If the teacher resigns after the first contract day, the parties agree that the liquidated damages shall be in the amount of \$4,000.
3. It is further agreed that the amount of liquidated damages shall be paid by the teacher to the Board of Education prior to the Board granting a release from contract, unless the Board owes the teacher additional salary amounts, in which case the teacher consents and agrees to the deduction of the amount of the liquidated damages from the amount owed to the teacher by the Board.
 4. An individual may appeal to the appeals board. This appeal must be in writing within five working days after notification of damages due. The appeals board is composed of five members. Two licensed teachers will be appointed by the executive committee of the AEA; two board members will be appointed by the BOE and one administrator selected by these four. The decision made by the appeals board will be binding.
 5. Licensed staff members who will not be returning to work in USD 385 in a licensed position for the following school year are eligible for incentive payments as follows:
 - a. If the teacher resigns or retires on or before January 15, the parties agree that an incentive payment shall be received in the final paycheck in the amount of \$700.
 - b. If the teacher resigns or retires after January 15, and on or before February 15, the parties agree that an incentive payment shall be received in the final paycheck in the amount of \$600.
 - c. If the teacher resigns or retires after February 15, and on or before March 15, the parties agree that an incentive payment shall be received in the final paycheck in the amount of \$500.
 - d. If the teacher resigns or retires after March 15, and on or before April 15, the parties agree that an incentive payment shall be received in the final paycheck in the amount of \$400.
 6. Liquidated damages and incentive payments shall be prorated at the staff member's full-time equivalency (FTE).
 7. If any of the above dates fall on a day that school is not in session, the first regularly scheduled school day after such date will be used.

Article 38 – Job Sharing

1. The Board of Education supports job-sharing opportunities that may enhance both professional and personal development for licensed staff members, without distracting from educational services to students or the district.
2. Job-sharing means that two (2) staff members will actually share one (1) full-time position. However, the amount of time that each staff member devotes to the job is determined by the partners and the building principal, so long as the total time devoted by the job-sharing partners equals one (1) full-time position.

3. Job-sharing is different from part-time employment, where the position itself calls for less than a full-time staff member and the hours are not flexible
4. The School district will consider one (1) year job-sharing proposals from two (2) continuing contract staff members who desire such an opportunity. Job-sharing is limited to two (2) positions per building and will not exceed two (2) consecutive years per employee, unless the building has not filled both job-sharing positions. Job-share employees may reapply after working full-time for one (1) year. The building principal (primary evaluator) will conference with the partners requesting the job-share position to explain the outcome of the proposal.
5. Job-sharing employees will attend all district professional learning days. Job-sharing proposals shall address the requirements for staff meeting and school-improvement training attendance as required by the building principal in a consistent manner throughout the district.
6. In the event either staff member is unable to fulfill the responsibilities of the assignment due to illness, disability or termination, the remaining job-sharing staff member agrees to fill the vacant position unless another qualified partner can be found. The job-sharing partners also agree to substitute for one another on a daily basis, when feasible, at the established substitute daily rate of pay.
7. Job-sharing requests shall be made in writing to the Assistant Superintendent for Human Resources on or before March 1, unless extraordinary circumstances arise.

Regulations:

1. The salary each job-sharing staff member receives will be determined in accordance with the salary schedule and in proportion to the amount of time he/she devotes to the position. A job-sharing staff member shall be entitled to a full-year credit on the salary schedule for each year of employment with the School district if time devoted to the position equals or exceeds one-half (1/2) of the full-time position. Decisions concerning supplemental positions, if any, will be made on an individual basis.
2. Submitted proposals must include precise statements concerning:
 - a. Benefits to the pupils.
 - b. The prior relationship of the partners, including educational/philosophical compatibility.
 - c. The division of tasks between the partners.
 - d. Time scheduling of daily activities and intermittent responsibilities.
 - e. Provisions for communication between the partners.
 - f. Provisions for communication between the partners and the rest of the staff.
 - g. Provisions for communication between the partners and the parents.
 - h. Benefits to the partners.
 - i. Benefits to the School District.
3. The staff members involved will submit their proposal to their primary evaluator (Building Principal), who will, upon approval, submit the proposal to the Assistant Superintendent of Human Resources. Proposals will be evaluated based on the above criteria. In addition, the availability of qualified personnel, the estimated probability of success and any other administrative concerns will be taken into consideration.
4. In order to promote and provide job-sharing opportunities, great flexibility will be maintained in the type of proposals approved and in the individual conditions attached to such approval. Every effort will be made to assure that all staff members involved are accorded equitable treatment.

Article 39 – Grievance Procedure

1. Purpose:

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of individual employees of the school district at the lowest level.

2. Definitions:

- a. “Grievance” shall mean any alleged violation of the terms and conditions of an employee’s contract of employment.
- b. “Grievant” means an employee of the district having a grievance.
- c. Words denoting numbers shall include both singular and plural.

3. Procedures:

The adjustment of grievances shall be accomplished as rapidly as possible. The number of days with which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limit prescribed in this statement may be extended or reduced by mutual consent of the grievant and the person or persons by whom the grievance is being considered.

4. Supplemental Conditions:

- a. All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
- b. Upon the final determination of the grievance, the documents, communications and records relating to the grievance shall be kept and maintained.
- c. At each step of the procedure for adjusting grievances after the initial private conference(s) with the immediate administrative superior, the grievant shall be
- d. Entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
- e. All grievance hearings shall be confidential.
- f. All discussions and hearings shall be conducted at times other than when school is in session.
- g. Excluded from the grievance procedure shall be employee evaluations, termination, and other matters for which the law mandates another method of review.
- h. Only the employee affected may file a grievance or an appeal from Levels 1 and 2.
- i. The filing of a grievance at all levels beyond the informal conference in Level 1 shall be in writing and shall be reasonably specific as to the nature of the complaint. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date and place of the event or act and the names and addresses of any witnesses thereto.

5. Level 1

A grievant shall first take up the grievance with the immediate supervisor in a private informal conference(s) within 15 school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), the employee may request a formal conference with the immediate administrative supervisor. Efforts should be made to understand the facts and issues in order to find a solution. The formal conference shall occur within ten school days following the receipt of the request.

6. Level 2

If the aggrieved person is not satisfied with the disposition of the grievance at Level 1 or if no decision is reached within ten school days after a formal presentation, the employee may appeal the matter in writing to the superintendent. If the grievant appeals the grievance to the superintendent, the superintendent or designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten school days after the superintendent has received the appeal. If the grievant does not appeal the grievance to the superintendent within 15 school days after the formal conference at Level 1, the grievance shall automatically be waived.

7. Level 3

If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within 10 school days after the date the grievance was filed with the superintendent under Level 2, then the grievant may appeal the grievance to the board for final adjustment of the grievance. The appeal to the Board shall be in writing to the clerk of the board within ten school days after the superintendent has rendered a decision or after the expiration of 20 days, if no decision is made. If the grievant does not appeal the grievance to the board within 30 school days after the formal conference at Level 2, the grievance shall automatically be waived. The board, upon receipt of a complaint or grievance, may assign a hearing officer to hear the grievance and make findings and recommendations to the board. The findings and recommendations shall be made to the board within ten days after the complaint or grievance has been assigned to the hearing officer. The board shall rule upon the grievance within 30 school days after receipt of the findings and recommendations of the hearing officer.

8. Rules for Conducting a Grievance Procedure Hearing at Level 3

- a. The hearing will be conducted in executive session.
- b. Efforts will be made by all participants to eliminate repetitious testimony and/or materials; however, each participant will be given reasonable time to present testimony and/or materials.
- c. The grievant will make opening remarks and present the case.
- d. The administration will make its opening remarks and present its findings in the case.
- e. Witnesses will be called individually by the grievant and administration to testify before the board. The board may call additional witnesses and may authorize witnesses being called as a group.
- f. The grievant and the administration may ask questions of the witnesses during the time they are testifying.
- g. Members of the board may ask questions of all participants during the hearing.
- h. A summary statement may be made to the board by the grievant.
- i. A summary statement may be made to the board by the administration.
- j. Any new materials injected into any summary statement may be rebutted.
- k. The board will take the matter of the grievance under advisement and render its decision in written form to the grievant within 45 days of the hearing.
- l. The decision rendered by the board shall be the final disposition of any grievance.
- m. Any decisions on grievance matters will be maintained in a grievance file at the district office.

Article 40 – Fair Dismissal of Teachers

1. The Board and Association agree to the mutual benefit of a Fair Dismissal procedure for experienced teachers.
2. For the first three years of professional employment with the district, teachers are considered probationary and may be dismissed from employment prior to the statutory deadline for any reason except as protected by Constitutional or other non-discrimination protections.

Administrative notification of non-renewal should be conducted face-to-face whenever possible as a matter of professional respect.

3. Starting in Year Four of teaching with the district, teachers shall have earned non-probationary status.
4. Non-probationary teachers may be dismissed from employment for good cause.
5. If the proposed dismissal is to be based on poor job performance, the district evaluation procedure shall be followed. The non-probationary teacher will be informed that his/her performance is substandard and the full evaluation process will be utilized, including a measurable plan of improvement. The plan of improvement shall be collaboratively developed, but the final decision on the plan rests with the principal.
6. If the dismissal is based on other reasons, including disciplinary factors or reduction in force, those separate procedures as outlined in the Agreement/BOE Policy shall be followed.
7. If the non-probationary teacher is dismissed from employment, he/she shall be notified by certified mail prior to the statutory continuing contract date. The notification shall include the reasons for the dismissal. The teacher will have fourteen calendar days from the receipt of the letter to file a written request with the Board of Education Clerk for a hearing with the Board. The meeting provided for under this section shall be held in executive session, and, at such meeting, the board shall specify the reason(s) for the intention to non-renew the contract. The licensed educator shall be afforded the opportunity to respond to the Board. Neither party shall have the right to have legal counsel present. The licensed educator and/or Board may be accompanied by a representative. This representative shall be limited to the Uniserv Director or a current district employee.
8. Within 14 calendar days after the meeting, the Board shall reconsider its reason(s) for dismissal, and shall make a final decision as to the matter.
9. It is the intention of the parties that the decision be rendered prior to August 1 and all reasonable efforts shall be made to accomplish that goal.
10. If the teacher prevails, he/she is reinstated in full.

Article 41 – Intellectual Property

The district supports and encourages creativity and collaboration regarding teacher-generated materials created for classroom use. It is recognized the teacher shall have sole ownership of these materials only if said materials are generated outside of school time, without any financial assistance or other district resources and in accordance with all copyright laws.

Article 42 – Personnel File

1. Personnel files kept by the District shall be confidential and maintained by the Human Resources Department at the District Office. All personnel files shall include items such as employment agreement, formal disciplinary notices, teacher evaluations, and shall be directly related to the employee's time in the district. Teachers may view their personnel file upon request during normal business hours at the district office.
2. Teachers shall be notified within 24 hours of a document of a disciplinary nature being added to their personnel file. The teacher shall have the right to provide a written response to any of the materials that shall be affixed to the district paperwork and placed in the file. The teacher has 10 days after notification to submit their response.

3. The teacher may make a request to the Human Resources Administrator to remove any disciplinary material more than five (5) years old from the teacher's file. Such requests may or may not be granted by the Human Resources Administrator. The Human Resources Department shall keep a record of the requests made and of the disposition of each request.

Article 43 - Association Rights

The Board and the Andover Education Association (AEA) agree that as the authorized bargaining unit for the certified staff, they are allowed the following rights and privileges:

1. The Board will, upon request, provide the AEA with any documents legally available. The cost of reproduction, for multiple copies, will be borne by the AEA.
2. The AEA may be allowed the use of school facilities, equipment and materials for usual and routine AEA business when such is not otherwise in use. The AEA will submit a facility request for facility usage and follow all district guidelines associated with this process. The usage fees shall be waived.
3. The AEA has the right to post items on faculty bulletin boards, to place items in the teacher's boxes, district email and to use inter-school mail.

Appendices

Appendix A	Definitions
Appendix B	Educator Pre-Observation/Planning Form
Appendix C	Educator Observation Form
Appendix D	Educator Reflection Form
Appendix E	Artifact Checklist
Appendix F	Selected Student Performance Measures Form
Appendix G	Notice of Ineffective Performance
Appendix H	Plan of Intensive Assistance
Appendix I	Evaluation Summary Form

Appendix A – Negotiated Agreement Definitions

1. **Adoption Leave:** absence from work because of adoption: time off work granted by an employer to an employee for dealing with matters relating to the adoption of a child
2. **Agreement:** legal document of governing policies for licensed personnel agreed upon between the Andover Education Association and the Board of Education.
3. **Association:** The Andover Education Association consisting of its executive Board and its members
4. **Board:** The collective members of the Board of Education serving Andover Public Schools (USD 395)
5. **Licensed Personnel:** District employees who are required by law to be licensed in order to perform assigned duties in an educational setting.
6. **Executive Board:** Consisting of the elected offices of President, Vice President, Secretary, and Treasure for the Andover Education Association (USD 385)
7. **Professional Development Council:** PDC Council made up of administration and licensed staff to advise the Board regarding development and implementation of the inservice education and professional development activities of the district
8. **Professional Employees:** See Licensed Personnel
9. **Reduction in Force:** (RIF) the total number of certificated employees is reduced.
10. **Superintendent:** The Superintendent of Andover Public School District (USD 385) or a designee



Appendix B - Educator Pre-Observation Form

Educator Pre-Observation Planning Form

Date of Pre-Conference:

Date of Observation:

Time of Observation:

Grade Level/Curriculum Area Observed:

Standard or Objective of the Lesson Taught:

**NOTE: In lieu of narrative for #2, 3, 4, and 6, you may refer to your lesson plan, if attached.*

Artifacts

Name	Upload Date	Upload User	File		
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1. Briefly describe the students in this class, including those with special needs. (Component 1b)

2. *How was prior knowledge assessed? (Component 1c)

3. *What instructional strategies do you plan to use to engage students in the content? (Component 1e)

4. *What instructional materials or other resources will you use? (Attach sample materials you will be using in the lesson.) (Component 1d)

5. What difficulties with the lesson do you anticipate the students might have? (Component 1a)

6. *How do you plan to assess student achievement of the goals? (Attach any tests or performance tasks, with rubrics or scoring guides.) (Component 1f)

7. How will you use the results of the assessment? (Component 1f)

8. Please list any other information you feel pertinent.



Appendix C - Educator Observation Form

Educator Observation

Subject:

Class Period/Grade:

Date:

Time in and Out:

Domain 2: The Environment

USD 385 Teacher Domain 2

Criteria	Ineffective	Developing	Effective	Highly Effective
2a: Creating an Environment of Respect and Rapport	Classroom interactions with students and among students are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels; student interactions are characterized by sarcasm, put-downs, or conflict; the educator does not deal with disrespectful behavior.	Classroom interactions with students and among students are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels; educator and students rarely attempt to respond to disrespectful behavior, with uneven results; environment is neutral, conveying neither warmth nor conflict	Educator-student interactions are friendly and demonstrate general caring and respect; interactions are appropriate to ages, cultures, and developmental levels of students; interactions among students are generally polite and respectful; students exhibit respect for educator; educator responds successfully to disrespectful behavior; interactions are polite, respectful, and business-like, though students may be somewhat cautious about taking intellectual risks.	Classroom interactions with students and among students are highly respectful, reflecting genuine warmth, caring, and sensitivity; students exhibit respect for educator and contribute to high levels of civility among all members of the class resulting in an environment where all feel valued and comfortable taking intellectual risks.
Enter Notes				
2b: Establishing a Culture for Learning	Classroom culture is characterized by a lack of educator or student commitment to learning, and/or little or no investment of student energy in the task at hand; medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.	Classroom culture is characterized by little commitment to learning by the educator or students; educator appears to be only "going through the motions;" students indicate they are interested in the completion of a task vs quality of work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	Classroom culture is a place where learning is valued by all; high expectations for both learning and hard work are the norm for most; students understand their role as learners and consistently expend effort to learn; interactions support learning, hard work, and the precise use of language.	Classroom culture is a cognitively busy place, characterized by a shared belief in the importance of learning; educator conveys high expectations for learning for all students; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or assisting peers in their precise use of language.
Enter Notes				
2c: Managing Classroom Procedures	Much instructional time is lost due to inefficient classroom routines and procedures; there is little or no evidence of educator's effective management of groups and transitions and/or handling of materials and supplies; there is little evidence that students know or follow established routines, or that volunteers and paraprofessionals have clearly defined tasks.	Some instructional time is lost due to partially effective classroom routines and procedures; educator's management of instructional groups and transitions, or handling of materials and supplies are inconsistent, leading to some disruption of learning; with regular guidance students follow established routines, and volunteers and paras perform their duties.	Little loss of instructional time due to effective classroom routines and procedures; educator's management of instructional groups and transitions, and/or handling of materials and supplies, are consistently successful; with minimal guidance, students follow established routines, and volunteers and paras make contributions.	Instructional time is maximized due to efficient and seamless classroom routines and procedures; students take initiative in the management of instructional groups and transitions, and/or the handling of materials and supplies; routines are well understood and may be initiated by students; volunteers and paras make an independent contribution to the class.
Enter Notes				
2d: Managing Student Behavior	There appears to be no established standards of conduct, or students challenge them; there is little or no educator monitoring of student behavior, and response to students' misbehavior is disrespectful of student dignity.	Standards of conduct appear to have been established, but their implementation is inconsistent; educator tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Student behavior is generally appropriate; educator monitors student behavior against established standards of conduct; educator response to student misbehavior is effective, consistent, proportionate, and respectful to students.	Student behavior is entirely appropriate; they take an active role in monitoring their own behavior and/or that of others against standards of conduct; educator monitoring of student behavior is subtle and preventive; educator's response to student misbehavior is sensitive to individual student needs and respects students' dignity.
Enter Notes				
2e: Organizing Physical Space	Classroom environment is unsafe, or learning is not accessible to many; there is	Classroom is safe, and essential learning is accessible to most students; educator makes	The classroom is safe, and students have equal access to learning activities; educator	Classroom environment is safe, and learning is accessible to all students, including those with

	poor alignment between the arrangement of furniture and resources, including technology, and the lesson activities.	modest use of physical resources, including technology; educator attempts to adjust the classroom furniture for a lesson but with limited effectiveness.	ensures that furniture arrangement is appropriate to the learning activities and uses physical resources, including technology effectively.	special needs; educator makes effective use of physical resources, including technology; educator ensures the physical arrangement is appropriate to the activities; students contribute to the use or adaptation of the environment to advance learning.
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[Enter Notes](#)

Rubric Score: 0/0

Artifacts				
Name	Upload Date	Upload User	File	

Domain 3: Delivery of Service

USD385 Teacher Domain 3

Criteria	Ineffective	Developing	Effective	Highly Effective
3a: Communicating with Students	Instructional purpose of lesson is unclear to students; directions & procedures are confusing or contain errors (grammar or syntax); explanation of content contains major errors and does not include explanation of strategies students might use; academic vocabulary is inappropriate, vague, or used incorrectly.	Limited success with clarity of directions and procedures; information must be clarified due to student confusion; explanations may contain minor errors; some portions are clear, others difficult to follow; students are not invited to engage rigorously or to understand strategies they might use when working independently; rarely takes opportunities to explain academic vocabulary.	Instructional purpose of lesson is relevant and linked to the larger curriculum; directions and procedures are clear and may be modeled; explanation of content is clear; connections are made with students' knowledge and experience; focuses on strategies students can use when working independently; invites rigor through student engagement; use of academic vocabulary is precise and serves to extend student understanding.	Instructional purpose of lesson is relevant and linked to the larger curriculum; directions and procedures are clear; anticipates possible student misunderstanding; explanation of content is scaffolded and clear; connections are made with students' interests; students contribute by explaining concept and strategies to classmates; spoken and written language is expressive; students' vocabularies are extended within the discipline and in general use.
Enter Notes				
3b: Using Questioning and Discussion Techniques	Questions are of low cognitive challenge, with single correct responses, and are asked in rapid succession; interaction between educator and students is predominantly recitation style; educator accepts all contributions without asking students to explain; few students participate in discussion.	Questions lead students through a single path of inquiry, with answers seemingly determined in advance; attempts to ask some questions of all students; involves only a few students; attempts to engage all students in discussion, while encouraging students to respond to one another and to explain their thinking, yields uneven results.	Some low-level questions are used yet are designed to promote student thinking and understanding; a discussion is created among students, providing adequate wait time when appropriate; students are challenged to justify their thinking; most students are successfully engaged in discussion; strategies are employed to ensure that most students are heard.	A variety or series of questions or prompts is used to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition; students formulate many questions, initiate topics, challenge one another's thinking, and make unsolicited contributions; students ensure all voices are heard in discussion.
Enter Notes				
3c: Engaging Students in Learning	Learning tasks/activities, materials, and resources are poorly aligned with instructional outcomes, or require only rote responses, with only one approach possible; groupings of students are unsuitable to activities; lesson has no clearly defined structure; pace of lesson is too slow or rushed.	Learning tasks are partially aligned with outcomes but require minimal thinking by students; students rarely explain their thinking; most students are passive; groupings are moderately suitable; lesson has recognizable structure; however, pacing may not provide students time needed for rigor or may be so slow that many students have a considerable amount of "downtime."	Learning tasks and activities are rigorous and fully aligned with outcomes; students are invited to explain their reasoning; techniques result in active rigorous engagement by most students with challenging content; groupings of students are suitable; lesson has clearly defined structure; pacing of lesson is appropriate; most students are provided time needed to be intellectually engaged.	Virtually all students are intellectually engaged in rigorous content; suitable scaffolding is provided; students are challenged to explain their thinking; evidence of some student initiative of inquiry and exploration; lesson has clearly defined structure and pacing provides students time needed to be intellectually engaged, to reflect, and to consolidate understanding.
Enter Notes				
3d: Using Assessment in Instruction	Students do not appear to be aware of the assessment criteria; there is little or no monitoring of student learning; feedback is absent or of poor quality; students do not engage in self- or peer assessment.	Students appear to be only partially aware of assessment criteria; student learning is monitored for the class as a whole; questions and assessments are rarely used to diagnose evidence of learning; feedback to students is general, and few students engage in self-assessment.	Students appear to be aware of assessment criteria; student learning is monitored for groups; questions and assessments are regularly used to diagnose evidence of learning; feedback is accurate and specific; some students engage in self-assessment.	Assessment is fully integrated through extensive use of formative assessments; students are aware of, and have contributed to assessment criteria; questions and assessments are used regularly to diagnose evidence of learning; a variety of forms of feedback are used, from both educator and peers; students self-assess and monitor own progress; instruction is successfully differentiated & individualized.
Enter Notes				
3e: Demonstrating Flexibility and Responsiveness	Ignores students' questions; when students have difficulty, educator blames students or home environment for their lack of success; makes no attempt to adjust lesson even when students don't understand content.	Accepts responsibility for the success of all students but has only a limited repertoire of strategies to use; adjustment of lesson in response to assessment is minimal or ineffective.	Successfully accommodates students' questions and interests; draws on a broad repertoire of strategies; persists in seeking approaches for students who have difficulty learning; when needed, makes a minor adjustment to the lesson and does so smoothly.	An opportunity to enhance learning is seized while building on spontaneous event or students' interests; successfully adjusts and differentiates instruction to address individual student misunderstandings; uses an extensive repertoire of strategies; persists in seeking

effective approaches for students who need help.

[Enter Notes](#)

Rubric Score: 0/0

Artifacts

Name	Upload Date	Upload User	File		
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Appendix D - Educator Reflection Form

Educator Reflection

Date of Post Conference:

Date of Observation:

Please comment on the different aspects of your instructional delivery of this particular lesson. To what extent were they effective? What would you do differently to improve the lesson?

(Educator Artifact for Component 4a only)

Instructional Strategies

Were the following aspects of your instructional delivery effective? Why or why not?

What would you do differently to improve the lesson?

Student Grouping(s)

Were the following aspects of your instructional delivery effective? Why or why not?

What would you do differently to improve the lesson?

Student Activities

Were the following aspects of your instructional delivery effective? Why or why not?

What would you do differently to improve the lesson?

Materials, Resources, and Technology

Were the following aspects of your instructional delivery effective? Why or why not?

What would you do differently to improve the lesson?



Appendix E - Artifact Checklist Form

Educator Artifact Checklist

Assignment:

Date:

Domain 1: Planning and Preparation

- 1a. Demonstrating Knowledge of Content and Pedagogy
 - Teachers' Pre-service Transcripts + Continuing Education in the content area (PDC, Workshops)
 - Lesson plans incorporating best practices
 - Sharing new knowledge with peers
 - In-Service Training
 - Active involvement in Professional Learning Communities (logs, team agendas)
 - Trouble-shooting (teacher writes a list of commonly made student errors)
- 1b. Demonstrating Knowledge of Students
 - Review cumulative file of student
 - Personal Plans of Progress
 - Instructional Grouping Techniques
 - Student profile worksheets
 - Index cards with student information
 - Lesson plans reflecting differentiated instructions (awareness of students needing accommodations and awareness of developmental and cognitive abilities)
 - Learning styles inventory results
- 1c. Selecting Instructional Outcomes
 - Lesson Plans (show relationship to district curriculum & state standards)
 - Standards are posted in the classroom.
 - Curriculum (map, calendar)
 - Evidence of modified curriculum (intervention plans, IEPs, enrichment)
 - PLC/Team Agendas and minutes
- 1d. Demonstrating Knowledge of Resources
 - List of resources with varying levels to accommodate students (notes, assessments, anecdotal records).
 - Demonstration of school/community resources (library, AAF). Could use lesson plans.
 - Classroom budget money is spent on substantive educational resources (ex. Kagan materials vs. stickers)
 - Record of human resources (i.e. speakers, parent volunteers, civic groups, museums, classroom visitors, field trips).
 - Use of grant, Andover Advantage Grant
 - Evidence of collaboration and learning with peers and colleagues.
 - Classroom Inventory
- 1e. Designing Coherent Instruction
 - Lesson plans show progression of complexity
 - Curriculum Mapping
 - Teacher & student reflection of lessons, learning, or feedback (written or oral).
 - Student developed rubric (teacher) tied to specific goals.
 - Concept Map - Advanced Organizer
 - Meaningful/respectful tasks
- 1f. Designing Student Assessments
 - Assignments & assessments including standards that are clearly identified.
 - Documentation of how student learning of standards is assessed.
 - Performance assessment tasks (student samples-exemplary)
 - Rubrics
 - Student portfolios with reflection
 - Vary assessment techniques meeting all learning styles.

Artifacts

Name	Upload Date	Upload User	File		

Domain 4: Professional Responsibilities

- 4a. Reflecting on Teaching
 - Educator Reflection Form (Required)
 - Written reflection on a lesson taught
 - Lesson plans with reflective notations
 - Pre and Post Tests with explanations
 - Anecdotal Records
 - PDC documentation
 - Projects
 - Portfolios
 - Student Survey
 - Audio/Video Tape of class lesson

- Samples of Student Work
 - Peer Observations
- 4b. Maintaining Accurate Records
- Copy of Gradebook
 - Copy of Seating Chart
 - Copy of Lesson Plan Book
 - Copy of Classroom Budget and/or Inventory
 - Student Documentation
- 4c. Communicating with Families
- Parent Newsletter
 - Notes to Parents
 - Copies of e-mails to parents
 - Classroom Webpage
 - Parent e-mails
 - Letters to parents
 - Meet Your Teacher Night-Attendance
 - Conference Summaries
 - Parent Nights
- 4d. Participating in the Professional Community
- List of School and District Committees
 - MyLearningPlan transcript
 - Record of outside activities that you sponsor
 - Supplemental Assignments
 - Volunteer and supervision activities
- 4e. Growing and Developing Professionally
- MyLearningPlan transcript
 - Summaries of workshops attended
 - Reading Current Literature
 - Best Practices Website reviews
 - Action Research
 - National Board Certification
 - Mentoring
 - Supervising Student Teachers
 - Professional organization membership
 - Teacher Awards - Golden Apple, Bright Red Apple, KTOY, Master Teacher
 - Member of KEEN (Kansas Exemplary Educator Network)
- 4f. Showing Professionalism
- Professional organization leadership roles
 - Leadership roles in the school or in the community
 - Personal Adult Advocate
 - Student Advocacy
 - Student Based Support Team (SBST)

Artifacts				
Name	Upload Date	Upload User	File	



Appendix F - Selected Student Performance Measures Form

Educator Selected Student Performance Measures

Directions:

All certified educators with the exception of nurses, physical therapists, psychologists, occupational therapists, and speech pathologists will complete the Student Performance Measures (SPM) form on PD & Evaluation (formerly My Learning Plan) by the 60th day of the semester. Educators can identify three, four, or five SPMs by the 60th day. Educators will select three SPMs to use for evaluation purposes, so if four or five are identified by the 60th day, the educator will select the three SPMs that best demonstrate student performance to use during the evaluation. Results/data for SPMs can be used for up to four years in the evaluation process. Examples include, but are not limited to: assessments, screening data, curriculum-based assessments, performance-based assessments, standards-based assessments, student portfolios, and other student work.

For teachers in their first or second year in the district: Because of the inherent difficulty in having any substantive data or time to develop artifacts for 1st/2nd year teachers (evaluated twice) for the fall evaluations, SPMs will not be part of the fall evaluation process.

For all certified educators in the spring cycle (Feb. 15 for those not in their 1st/2nd year & 60th day of semester for those in their 1st/2nd year):

The SPM rating in the Evaluation Summary document will be based on the following criteria:

- Ineffective = Data/artifacts do not show student performance in any of the identified measures
- Developing = Data/artifacts show student performance in one of the identified measures
- Effective = Data/artifacts show student performance in two of the identified measures
- Highly Effective = Data/artifacts show student performance in three of the identified measures

Assignment:

Date:

Student Performance Measure #1:

Summary of data collected: In space provided, write a summary of evidence, data, and/or artifacts collected for this student performance measure.

Educator: Include this Student Performance Measure in summative evaluation consideration?

Yes No

Evaluator: If yes is selected above, mark one of the following choices.

Measure #1 Shows Student Performance Measure #1 Does Not Show Student Performance

Student Performance Measure #2:

Summary of data collected: In space provided, write a summary of evidence, data, and/or artifacts collected for this student performance measure.

Educator: Include this Student Performance Measure in summative evaluation consideration?

Yes No

Evaluator: If yes is selected above, mark one of the following choices.

Measure #2 Shows Student Performance Measure #2 Does Not Show Student Performance

Student Performance Measure #3:

Summary of data collected: In space provided, write a summary of evidence, data, and/or artifacts collected for this student performance measure.

Educator: Include this Student Performance Measure in summative evaluation consideration?

- Yes No

Evaluator: If yes is selected above, mark one of the following choices.

- Measure #3 Shows Student Performance Measure #3 Does Not Show Student Performance

Student Performance Measure #4 (Optional)

Summary of data collected: In space provided, write a summary of evidence, data, and/or artifacts collected for this student performance measure.

Educator: Include this Student Performance Measure in summative evaluation consideration?

- Yes No

Evaluator: If yes is selected above, mark one of the following choices.

- Measure #4 Shows Student Performance Measure #4 Does Not Show Student Performance

Student Performance Measure #5 (Optional)

Summary of data collected: In space provided, write a summary of evidence, data, and/or artifacts collected for this student performance measure.

Educator: Include this Student Performance Measure in summative evaluation consideration?

- Yes No

Evaluator: If yes is selected above, mark one of the following choices.

- Measure #5 Shows Student Performance Measure #5 Does Not Show Student Performance

OPTIONAL: Use the File Upload tool to attach related documentation of progress on selected Student Performance Measures.

File List			
File Name	Date Uploaded	Size	

Do not click the SUBMIT button until document is finalized and ready for submission to the Evaluator. Use the SAVE or SAVE & NOTIFY options to save your work and/or notify Evaluator of form status.



Appendix G - Notice of Ineffective Performance Form

Notification of Ineffective Performance

Evaluation Period:

Date:

Your supervisor is charged with the responsibility for making the initial recommendation concerning your future employment status with U.S.D. 385 Andover Public Schools. This form constitutes official notice from your immediate supervisor that your performance in the area(s) indicated has been determined to be ineffective.

Area requiring improvement #1:

Area requiring improvement #2:

Area requiring improvement #3:

THIS NOTIFICATION HAS BEEN DISCUSSED WITH THIS CERTIFIED EDUCATOR. THE EDUCATOR ACKNOWLEDGES THE RECEIPT OF THIS FORM. A PLAN OF INTENSIVE ASSISTANCE WILL BE DEVELOPED COLLABORATIVELY BETWEEN THE EMPLOYEE AND THE EVALUATOR.

Date of the Action Plan Development Meeting:

Time of the Action Plan Development Meeting:

U.S.D. #385 Andover Public Schools' Plan of Assistance for the above teacher is to be developed collaboratively between the educator and the evaluator. The educator will bring ideas to the Action Plan Development Meeting for the area(s) of Ineffective Performance. The ideas must include, but are not limited to the following: 1) Proposed corrective actions which will improve the employee's performance; 2) Actions which reflect evidence of sufficient improvement in the ineffective area(s).



Appendix H - Plan of Intensive Assistance Form

Plan of Intensive Assistance

Assignment:

Date:

Ineffective area(s) requiring improvement:

Plan of action and resources recommended for corrective action:

Evidence of sufficient improvement will include:

Target date for completion of assistance plan:

Evaluator should complete this section after assistance plan has been completed

Summary of progress of assistance plan:

Recommendations:

- 1. Return to regular evaluation cycle.
- 2. Continue Intensive Assistance for a specific agreed upon time.
- 3. Initiate non-renewal procedures.



Appendix I - Evaluation Summary Form

Educator Evaluation Summary (Spring)

Date of Evaluation:

Domain 1: Planning and Preparation

Domain 1 Rubric Report

Domain 1 Rubric Notes Summary

NONE

Domain 1 Artifacts

Name ▲	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded
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Statements

Statement	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded
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USD385 Teacher Domain 1

Criteria	Ineffective	Developing	Effective	Highly Effective
1a: Demonstrating Knowledge of Content and Pedagogy	Makes content errors or does not correct student errors; displays little understanding of prerequisite knowledge important to student learning of the content; displays little or no understanding of the range of pedagogical approaches.	Is familiar with the important concepts in the discipline but displays a lack of awareness of how these concepts relate to one another; indicates some awareness of prerequisite learning, although knowledge may be inaccurate or incomplete; plans and practice reflect a limited range of pedagogical approaches.	Displays solid knowledge of the important concepts in the discipline and how these relate to one another; demonstrates understanding of prerequisite relationships among topics; plans and practice reflect familiarity with a wide range of effective pedagogical approaches.	Knowledge is extensive of important concepts and how to integrate with other disciplines; understands prerequisite relationships among topics and concepts; understands the link to necessary cognitive structures; plans and practice reflect familiarity with a wide range of effective pedagogical approaches and an ability to anticipate student misconceptions.
Enter Notes				
1b: Demonstrating Knowledge of Students	Displays minimal understanding of how students learn and little knowledge of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages-nor sees value in this.	Displays generally accurate knowledge of how students learn and of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages; may apply this knowledge to the class as a whole, as opposed to individual students.	Understands the active nature of student learning and attains information about levels of development for groups of students; purposefully acquires knowledge from several sources about groups of students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages.	Understands the active nature of student learning and acquires information about levels of development for individual students; systematically acquires knowledge from several sources about individual students' varied approaches to learning, knowledge and skills, special needs, interests and cultural heritages.
Enter Notes				
1c: Setting Instructional Outcomes	Outcomes represent low expectations for students and lack of rigor; not all outcomes reflect relevant learning in the discipline; they are stated as student activities, rather than as outcomes for learning; they reflect only one type of learning and only one discipline or strand; are only suitable for some students.	Outcomes represent moderately high expectations and rigor; some reflect relevant learning in the discipline and consist of a combination of outcomes and activities; outcomes reflect several types of learning, but no effort is made at coordination or integration; outcomes are suitable for most of the students.	Most outcomes represent rigorous and relevant learning in the discipline and are clear, are written in the form of student learning, and suggest viable methods of assessment; reflect several different types of learning and opportunities for coordination, and are differentiated when needed, for different groups of students.	All outcomes represent rigorous and relevant learning in the discipline; outcomes are clear, are written in the form of student learning, and permit viable methods of assessment; outcomes reflect several different types of learning and where appropriate, represent both coordination and integration; outcomes are differentiated when needed, for individual students.
Enter Notes				
1d: Demonstrating Knowledge of Resources	Is unaware of resources to assist student learning beyond materials provided by the school or district, nor is aware of resources for expanding one's own professional skills.	Displays some awareness of resources beyond those provided by the school or district for classroom use and for extending one's professional skill but does not seek to expand this knowledge.	Displays awareness of resources beyond those provided by the school or district, including those on the Internet, for classroom use and for extending one's professional skill, and seeks out such resources.	Knowledge of resources is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.
Enter Notes				
1e: Designing Coherent Instruction	Learning activities are poorly aligned with the instructional	Learning activities and materials are aligned with outcomes and	Most learning activities are aligned with the instructional	Learning activities follow a coherent sequence, are aligned

	outcomes, do not follow an organized progression, are not designed to engage students in rigorous activity, and have unrealistic time allocations; instructional groups are not suitable to the activities and offer no variety.	represent moderate cognitive challenge, but with no differentiation; instructional groups partially support activities, with some variety; lesson has a recognizable structure but the progression of activities is uneven, with only some reasonable time allocations.	outcomes and follow an organized progression suitable to groups of students; learning activities have reasonable time allocation; they represent significant cognitive challenge, with some differentiation.	to instructional goals, and are designed to engage students in rigorous cognitive activity; these are appropriately differentiated for all students; groups are varied appropriately, with some opportunity for student choice.
Enter Notes				
1f: Designing Student Assessments	Assessment procedures are not congruent with outcomes and lack criteria by which student performance will be assessed; there is no plan to incorporate formative assessment in lesson or unit.	Assessment procedures are partially congruent with outcomes; assessment criteria and standards have been developed, but are not clear. Use of formative assessment is rudimentary, including only some of the outcomes.	All outcomes may be assessed by the proposed assessment plan; assessment may have been adapted for groups of students; assessment criteria and standards are clear; use of formative assessments is well developed	All outcomes may be assessed by the proposed assessment; clear criteria for assessing student work; contains evidence of student contribution to its development; as needs arise, assessment has been adapted for individual students; use of formative assessment is well designed and includes student & educator using assessment information.
Enter Notes				
Rubric Score: 0/0				

Domain 2: The Environment

Domain 2 Rubric Report 🔍

Domain 2 Rubric Notes Summary 🔍

NONE

Domain 2 Artifacts 🔍

Name	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded	
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Statements 🔍

Statement	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded	
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USD385 Teacher Domain 2 🔍

Criteria	Ineffective	Developing	Effective	Highly Effective
2a: Creating an Environment of Respect and Rapport	Classroom interactions with students and among students are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels; student interactions are characterized by sarcasm, put-downs, or conflict; the educator does not deal with disrespectful behavior.	Classroom interactions with students and among students are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels; educator and students rarely attempt to respond to disrespectful behavior, with uneven results; environment is neutral, conveying neither warmth nor conflict	Educator-student interactions are friendly and demonstrate general caring and respect; interactions are appropriate to ages, cultures, and developmental levels of students; interactions among students are generally polite and respectful; students exhibit respect for educator; educator responds successfully to disrespectful behavior; interactions are polite, respectful, and business-like, though students may be somewhat cautious about taking intellectual risks.	Classroom interactions with students and among students are highly respectful, reflecting genuine warmth, caring, and sensitivity; students exhibit respect for educator and contribute to high levels of civility among all members of the class resulting in an environment where all feel valued and comfortable taking intellectual risks.
Enter Notes				
2b: Establishing a Culture for Learning	Classroom culture is characterized by a lack of educator or student commitment to learning, and/or little or no investment of student energy in the task at hand; medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.	Classroom culture is characterized by little commitment to learning by the educator or students; educator appears to be only "going through the motions;" students indicate they are interested in the completion of a task vs quality of work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	Classroom culture is a place where learning is valued by all; high expectations for both learning and hard work are the norm for most; students understand their role as learners and consistently expend effort to learn; interactions support learning, hard work, and the precise use of language.	Classroom culture is a cognitively busy place, characterized by a shared belief in the importance of learning; educator conveys high expectations for learning for all students; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or assisting peers in their precise use of language.
Enter Notes				
2c: Managing Classroom Procedures	Much instructional time is lost due to inefficient classroom routines and procedures; there is little or no evidence of educator's effective management of groups and transitions and/or handling of materials and supplies; there is little evidence that students know or follow established routines, or that volunteers and paraprofessionals have clearly defined tasks.	Some instructional time is lost due to partially effective classroom routines and procedures; educator's management of instructional groups and transitions, or handling of materials and supplies are inconsistent, leading to some disruption of learning; with regular guidance students follow established routines, and volunteers and paras perform their duties.	Little loss of instructional time due to effective classroom routines and procedures; educator's management of instructional groups and transitions, and/or handling of materials and supplies, are consistently successful; with minimal guidance, students follow established routines, and volunteers and paras make contributions.	Instructional time is maximized due to efficient and seamless classroom routines and procedures; students take initiative in the management of instructional groups and transitions, and/or the handling of materials and supplies; routines are well understood and may be initiated by students; volunteers and paras make an independent contribution to the class.
Enter Notes				

2d: Managing Student Behavior	There appears to be no established standards of conduct, or students challenge them; there is little or no educator monitoring of student behavior, and response to students' misbehavior is disrespectful of student dignity.	Standards of conduct appear to have been established, but their implementation is inconsistent; educator tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Student behavior is generally appropriate; educator monitors student behavior against established standards of conduct; educator response to student misbehavior is effective, consistent, proportionate, and respectful to students.	Student behavior is entirely appropriate; they take an active role in monitoring their own behavior and/or that of others against standards of conduct; educator monitoring of student behavior is subtle and preventive; educator's response to student misbehavior is sensitive to individual student needs and respects students' dignity.
Enter Notes				
2e: Organizing Physical Space	Classroom environment is unsafe, or learning is not accessible to many; there is poor alignment between the arrangement of furniture and resources, including technology, and the lesson activities.	Classroom is safe, and essential learning is accessible to most students; educator makes modest use of physical resources, including technology; educator attempts to adjust the classroom furniture for a lesson but with limited effectiveness.	The classroom is safe, and students have equal access to learning activities; educator ensures that furniture arrangement is appropriate to the learning activities and uses physical resources, including technology effectively.	Classroom environment is safe, and learning is accessible to all students, including those with special needs; educator makes effective use of physical resources, including technology; educator ensures the physical arrangement is appropriate to the activities; students contribute to the use or adaptation of the environment to advance learning.
Enter Notes				
Rubric Score: 0/0				

Domain 3: Delivery of Service

Domain 3 Rubric Report 📄

Domain 3 Rubric Notes Summary 📄

NONE

Domain 3 Artifacts 📄

Name ▲	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded	
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Statements

Statement	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded	
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USD385 Teacher Domain 3 📄

Criteria	Ineffective	Developing	Effective	Highly Effective
3a: Communicating with Students	Instructional purpose of lesson is unclear to students; directions & procedures are confusing or contain errors (grammar or syntax); explanation of content contains major errors and does not include explanation of strategies students might use; academic vocabulary is inappropriate, vague, or used incorrectly.	Limited success with clarity of directions and procedures; information must be clarified due to student confusion; explanations may contain minor errors; some portions are clear, others difficult to follow; students are not invited to engage rigorously or to understand strategies they might use when working independently; rarely takes opportunities to explain academic vocabulary.	Instructional purpose of lesson is relevant and linked to the larger curriculum; directions and procedures are clear and may be modeled; explanation of content is clear; connections are made with students' knowledge and experience; focuses on strategies students can use when working independently; invites rigor through student engagement; use of academic vocabulary is precise and serves to extend student understanding.	Instructional purpose of lesson is relevant and linked to the larger curriculum; directions and procedures are clear; anticipates possible student misunderstanding; explanation of content is scaffolded and clear; connections are made with students' interests; students contribute by explaining concept and strategies to classmates; spoken and written language is expressive; students' vocabularies are extended within the discipline and in general use.
Enter Notes				
3b: Using Questioning and Discussion Techniques	Questions are of low cognitive challenge, with single correct responses, and are asked in rapid succession; interaction between educator and students is predominantly recitation style; educator accepts all contributions without asking students to explain; few students participate in discussion.	Questions lead students through a single path of inquiry, with answers seemingly determined in advance; attempts to ask some questions of all students, involves only a few students; attempts to engage all students in discussion, while encouraging students to respond to one another and to explain their thinking, yields uneven results.	Some low-level questions are used yet are designed to promote student thinking and understanding; a discussion is created among students, providing adequate wait time when appropriate; students are challenged to justify their thinking; most students are successfully engaged in discussion; strategies are employed to ensure that most students are heard.	A variety or series of questions or prompts is used to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition; students formulate many questions, initiate topics, challenge one another's thinking, and make unsolicited contributions; students ensure all voices are heard in discussion.
Enter Notes				
3c: Engaging Students in Learning	Learning tasks/activities, materials, and resources are poorly aligned with instructional outcomes, or require only rote responses, with only one approach possible; groupings of students are unsuitable to activities; lesson has no clearly defined structure; pace of lesson is too slow or rushed.	Learning tasks are partially aligned with outcomes but require minimal thinking by students; students rarely explain their thinking; most students are passive; groupings are moderately suitable; lesson has recognizable structure; however, pacing may not provide students time needed for rigor or may be so slow that many students have a considerable amount of	Learning tasks and activities are rigorous and fully aligned with outcomes; students are invited to explain their reasoning; techniques result in active rigorous engagement by most students with challenging content; groupings of students are suitable; lesson has clearly defined structure; pacing of lesson is appropriate; most students are provided time needed to be intellectually	Virtually all students are intellectually engaged in rigorous content; suitable scaffolding is provided; students are challenged to explain their thinking; evidence of some student initiative of inquiry and exploration; lesson has clearly defined structure and pacing provides students time needed to be intellectually engaged, to reflect, and to consolidate understanding.

		"downtime."	engaged.	
		<u>Enter Notes</u>		
3d: Using Assessment in Instruction	Students do not appear to be aware of the assessment criteria; there is little or no monitoring of student learning; feedback is absent or of poor quality; students do not engage in self- or peer assessment.	Students appear to be only partially aware of assessment criteria; student learning is monitored for the class as a whole; questions and assessments are rarely used to diagnose evidence of learning; feedback to students is general, and few students engage in self-assessment.	Students appear to be aware of assessment criteria; student learning is monitored for groups; questions and assessments are regularly used to diagnose evidence of learning; feedback is accurate and specific; some students engage in self-assessment.	Assessment is fully integrated through extensive use of formative assessments; students are aware of, and have contributed to assessment criteria; questions and assessments are used regularly to diagnose evidence of learning; a variety of forms of feedback are used, from both educator and peers; students self-assess and monitor own progress; instruction is successfully differentiated & individualized.
		<u>Enter Notes</u>		
3e: Demonstrating Flexibility and Responsiveness	Ignores students' questions; when students have difficulty, educator blames students or home environment for their lack of success; makes no attempt to adjust lesson even when students don't understand content.	Accepts responsibility for the success of all students but has only a limited repertoire of strategies to use; adjustment of lesson in response to assessment is minimal or ineffective.	Successfully accommodates students' questions and interests; draws on a broad repertoire of strategies; persists in seeking approaches for students who have difficulty learning; when needed, makes a minor adjustment to the lesson and does so smoothly.	An opportunity to enhance learning is seized while building on spontaneous event or students' interests; successfully adjusts and differentiates instruction to address individual student misunderstandings; uses an extensive repertoire of strategies; persists in seeking effective approaches for students who need help.
		<u>Enter Notes</u>		
Rubric Score: 0/0				

Domain 4: Professional Responsibilities

Domain 4 Rubric Report 📄

Domain 4 Rubric Notes Summary 📄

NONE

Domain 4 Artifacts 📄

Name ▲	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded	
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Statements 📄

Statement	Type	Category	Rubric Alignment	Criteria Alignment	Date Uploaded	
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USD385 Teacher Domain 4 📄

Criteria	Ineffective	Developing	Effective	Highly Effective
4a: Reflecting on Teaching	Does not know whether lesson was effective related to outcomes; or profoundly misjudges the success of a lesson; has no suggestions for how a lesson could be improved.	Has a generally accurate impression of a lesson's effectiveness related to outcomes; makes general suggestions about how lesson could be improved.	Makes a thoughtful and accurate assessment of a lesson's effectiveness related to outcomes; cites general references to support judgment; makes few specific suggestions of what could be tried another time the lesson is taught.	Makes a thoughtful and accurate assessment of a lesson's effectiveness related to outcomes; cites many specific examples from the lesson and weighs the strengths of each; draws on an extensive repertoire of skills, offers specific alternative actions.
		<u>Enter Notes</u>		
4b: Maintaining Accurate Records	System for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray; records for non-instructional activities are in disarray resulting in errors/confusion.	System for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective; records for non-instructional activities are adequate but inefficient and prone to errors unless given frequent oversight.	System for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.	System for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective; students contribute information and participate in maintaining records.
		<u>Enter Notes</u>		
4c: Communicating with Families	Provides little information about the instructional program to families; communication about students' progress is minimal; does not respond, or responds insensitively, to parental concerns	Makes sporadic attempts to communicate with families about the instructional program and about student progress; does not attempt to engage families in the instructional program; communication may not be culturally sensitive to families.	Provides frequent and appropriate information to families about instructional program; conveys information about individual student progress in a culturally sensitive manner; makes some attempts to engage families in the instructional program.	Communicates frequently with families in a culturally sensitive manner; students contribute to the communication; responds to family concerns with professional and cultural sensitivity; efforts to engage families in instructional program are frequent and successful.
		<u>Enter Notes</u>		
4d: Participating in the Professional Community	Relationships with colleagues are negative or self-serving; avoids participation in a professional culture of inquiry; resists opportunities to become involved; avoids becoming involved in school events or	Maintains cordial relationships with colleagues to fulfill duties required; participates in the school's culture of inquiry when invited to do so; participates in school events and school and district projects when specifically	Relationships with colleagues are characterized by mutual support and cooperation; actively participates in a culture of professional inquiry. Volunteers to participate in school events and in school and	Relationships with colleagues are characterized by mutual support and cooperation; takes initiative in assuming leadership among faculty; takes a leadership role in promoting a culture of inquiry; volunteers to

	school and district projects.	asked.	district projects, making a substantial contribution.	participate in school events and district projects; makes a substantial contribution; assumes a leadership role in at least one aspect of school or district life.
Enter Notes				
4e: Growing and Developing Professionally	Engages in no professional development activities; resists feedback on teaching performance from either supervisors or more experienced colleagues; makes no effort to share knowledge with others or to assume professional responsibilities.	Participates to a limited extent in professional activities when convenient; engages in a limited way with colleagues and supervisors in conversation about practice, including some feedback on teaching performance; finds limited ways to assist others and make contributions.	Seeks opportunities for professional development to enhance content knowledge and pedagogical skill; actively engages with colleagues and supervisors in conversations about practice, including feedback about practice; participates actively in assisting other educators; looks for ways to make contributions.	Seeks out opportunities for professional development; makes a systematic effort to conduct action research; solicits feedback on practice from both supervisors and colleagues; initiates important activities to contribute to the profession.
Enter Notes				
4f: Showing Professionalism	Displays dishonesty in interactions with colleagues, students, and the public; is not alert to students' needs and contributes to school practices that result in some students being ill served; makes decisions and recommendations based on self-serving interests; does not comply with school and district regulations.	Is honest in interactions with colleagues, students, and the public; attempts to serve students are inconsistent, and unknowingly contribute to some students being ill served; decisions and recommendations are based on limited though genuinely professional considerations; must be reminded by supervisors about complying with school and district regulations.	Displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; is active in serving students, working to ensure that all receive a fair opportunity to succeed; maintains an open mind in decision making; complies fully with school and district regulations.	Can be counted on to hold the highest standards of honesty, integrity, and confidentiality; takes a leadership role with colleagues in decision making; is highly proactive in serving students & seeking out resources; makes a concerted effort to challenge negative attitudes or practices to ensure all students to include traditionally underserved, are honored; ensures decisions are based on the highest professional standards; complies fully with school and district regulations.
Enter Notes				
Rubric Score: 0/0				

Student Performance Measures

USD385 Overall Student Performance Score				
Criteria	Ineffective	Developing	Effective	Highly Effective
Overall Score:				
Enter Notes				
Rubric Score: 0/0				

Summative Rating

Domain 1 & 4 Score				
Criteria	Ineffective	Developing	Effective	Highly Effective
Overall Score:				
Enter Notes				
Rubric Score: 0/0				

Domain 2 & 3 Score				
Criteria	Ineffective	Developing	Effective	Highly Effective
Overall Score:				
Enter Notes				
Rubric Score: 0/0				

Explanation of Educator Domain Summative Rating

KSDE requires that a final summative rating be determined and reported annually to KSDE.

(Marks from Domains 1 + 4 as well as from Domains 2 + 3 will serve as the baseline from which the criteria below have been established)

Highly Effective: A minimum of 6 marks in the Highly Effective category and no marks in the Developing and Ineffective categories.

Effective: A minimum of 6 marks in the High Effective and Effective categories and no marks in the Ineffective category.

Developing: A minimum 6 marks in the Developing and Ineffective categories but, not more than 2 marks in the Ineffective category OR 1 Ineffective mark regardless of other ranks

Ineffective: A minimum of 3 marks in the Ineffective category, regardless of other ranks

Student Performance Measures

(For educators evaluated twice in a given year, SPM's are only evaluated in the spring cycle)

Highly Effective: 3 of 3 Student Growth Measures Met

Effective: 2 of 3 Student Growth Measures Met

Developing: 1 of 3 Student Growth Measures Met

Ineffective: 0 or 3 Student Growth Measures Met

Table

Domain 1+2	Domain 2+3	Performance Measures	Final
Highly Effective	Highly Effective	Highly Effective	Highly Effective
Highly Effective	Highly Effective	Effective	Highly Effective
Highly Effective	Effective	Effective	Effective
Effective	Effective	Effective	Effective
Effective	Effective	Developing	Effective
Effective	Developing	Developing	Developing
Developing	Developing	Developing	Developing
Developing	Developing	Ineffective	Developing
Developing	Ineffective	Ineffective	Ineffective
Ineffective	Ineffective	Ineffective	Ineffective

Note: For educators evaluated twice in a given year, SPM's are only evaluated in the spring cycle. Summative rating for the fall evaluation is based on the ratings from Domains 1 & 4, combined with Domains 2 & 3. If those two ratings are two categories apart, the middle category will be used (Ex: Domains 1 & 4 = Highly Effective, Domains 2 & 3 = Developing, summative rating would be Effective). If those two ratings are in consecutive categories, the higher of the two categories will be used (Ex: Domains 1 & 4 = Highly Effective, Domains 2 & 3 = Effective, summative rating would be Highly Effective).

USD385 Overall Summative Score				
Criteria	Ineffective	Developing	Effective	Highly Effective
Overall Score:				
Enter Notes				
Rubric Score: 0/0				

Overall Summative Score:

Summative Rating

- Highly Effective**
3.1 - 4
- Effective**
2.1 - 3
- Developing**
1.1 - 2
- Ineffective**
0 - 1

Additional Comments by the Evaluator (if any):

Comments by the educator (if any):