NEGOTIATED AGREEMENT
BETWEEN VALLEY CENTER
UNIFIED SCHOOL DISTRICT #262
AND NEA-VALLEY CENTER
TEACHERS' ASSOCIATION
GOVERNING THE
2024-2025 SCHOOL YEAR



USD 262 Vision Statement

To Be a Premier School District

Known for Excellence in Education,

Innovative Instruction, Outstanding Programs,

And Dedication to Students

USD 262 Mission Statement

The Staff and Students Will Develop
The Knowledge, Skills, and Character
For Current and Future Success

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PREAMBLE

AGREEMENT made and entered into as of July 8, 2024 by and between THE BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 262, hereinafter referred to as the "Board", and VALLEY CENTER-NATIONAL EDUCATIONAL ASSOCIATION, hereinafter referred to as the "Association".

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

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

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

THEREFORE, agree to the terms and conditions contained in this agreement, which shall remain in force and effect from August 1, 2024 through July 31, 2025.

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

ARTICLE I. DEFINITIONS

- A. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative certificate by regulation of the State Department of Education as stated in the current <u>Licensure Handbook</u>.
- B. ARK VALLEY SPECIAL EDUCATION COOPERATIVE (AVSEC): The special education cooperative providing special education services for identified students in USD 262, Valley Center; USD 369, Burrton; and USD 439, Sedgwick.
- C. ASSOCIATION: Valley Center-National Education Association, affiliated with Kansas-National Education Association and the National Education Association.
- D. BOARD: The Board of Education of Unified School District No. 262, Sedgwick County, Kansas.
- E. DAYS: Except when otherwise indicated, days shall mean calendar days.
- F. DISTRICT: Unified School District (U.S.D.) No. 262.
- G. K-NEA: Kansas-National Education Association.
- H. NEA: National Education Association.
- I. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 262, Sedgwick County, Kansas.
- J. TEACHER: All those who hold a current KSDE teacher, counselor, or school psychologist license (except administrators) who are covered by the continuing contract law and are employed by the USD 262 Board of Education.

ARTICLE II. RECOGNITION, RIGHTS, AND OBLIGATIONS

A. ASSOCIATION RIGHTS;

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

B. MANAGEMENT RIGHTS:

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

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

C. ASSOCIATION-MANAGEMENT JOINT RESPONSIBILITY

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

ARTICLE III. GENERAL PROVISIONS

A. SAVINGS CLAUSE:

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Board and the Association shall enter into discussion prior to any corrective action taken by the Board.

B. INDIVIDUAL TEACHING CONTRACT:

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

C. TEACHER NEGOTIATIONS

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

D. TEACHER DISMISSAL PROCESS RIGHTS

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

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

- 1. Meet with the Superintendent and evaluator to discuss the reasons for non-renewal. The Superintendent may render an opinion as to whether the non-renewal should be placed on the board agenda for its next scheduled meeting; and
- 2. Upon receiving written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of a

contract; The teacher must notify and specify to the board in this request if they will have legal counsel and/or witnesses present; and

3. The board shall hold such meeting not later than the next regularly scheduled meeting after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board may specify the reason or reasons for the board's intention to not renew the teacher's contract. The teacher shall be afforded up to 20 minutes during this executive session to respond to the board. Both parties shall have the right to have legal counsel present. The teacher may have a maximum of two witnesses participate in the meeting. Within 10 days after the meeting, the board shall make a final decision as to the matter.

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

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

Resignations and retirements will be accepted with the following conditions:

- Tier 1: On or before January 2; pay the teacher \$2000
- Tier 2: January 3 through February 29; pay the teacher \$1000
- Tier 3: March 1 through June 2; no payment / no penalty
- Tier 4: After June 2, a penalty of \$2000 will be assessed and the district has the right to request KSDE suspend the teacher's license for contract violation.

These provisions may be waived by the Board of Education.

F. RELEASING A TEACHER FROM CONTRACT FOR THE CURRENT YEAR

If a teacher resigns or leaves the district between August 1 and the final teacher contract day of the current school year, the teacher will be penalized \$5000.

This provision may be waived by the Board of Education.

G. REPRODUCTION OF THE AGREEMENT:

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

ARTICLE IV. GRIEVANCE PROCEDURE

A. DEFINITIONS

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

B. PURPOSE:

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

C. PROCEDURE:

1. <u>Level One</u>: The aggrieved party shall request a conference with his/her Principal within a reasonable time (30 days) when there is a grievance. At the conference the aggrieved party, either directly or through an Association grievance representative if requested by the aggrieved, shall seek to resolve the matter informally.

2. Level Two:

- a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance he/she may file the grievance in writing (Grievance form attached to back of the agreement (Appendix C) may be used as written notification) simultaneously with the Association President or designee and the Principal within ten (10) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner.
- b. Within five (5) school days after receipt of the written grievance by the Principal the Principal will meet with the aggrieved party and his/her representative from the Association in an effort to resolve it.

3. Level Three:

a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered with five (5) school days after presentation of the grievance, he/she may file the grievance with the Association President or designee for review and transmittal to the Superintendent of Schools within five (5) school days after the decision at Level Two or fifteen (15) school days after the grievance was presented, whichever is sooner. b. Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved party and his/her representative from the Association in an effort to resolve it.

4. Level Four:

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

D. RIGHTS OF TEACHERS TO REPRESENTATION:

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

E. MISCELLANEOUS:

- 1. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 2. Forms to be used to file a grievance, (serving notices, taking appeals, making reports and recommendations, etc.) and other necessary documents will be prepared jointly by the Superintendent and the Association and shall be kept on file at the USD 262 District Office and with the Association chairperson.

ARTICLE V. WORKING CONDITIONS

A. ACADEMIC FREEDOM:

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

B. COMPLAINTS AND TEACHER DISCIPLINE:

1. Complaints:

a. General Complaints:

Complaints regarding a teacher made to an administrator by any parent, student, or other person, shall be promptly called to the attention of the teacher, as the administrator deems appropriate. (Please see Appendix H for suggested District Contact Chain) Any complaints not brought to the attention of the teacher within ten (10) school days shall not be used in the formal evaluation process.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. No disciplinary action shall be taken against any teacher on the basis of a complaint by a parent or a student before a conference is held between the teacher and the supervisor contemplating the action.

b. Formal Complaints:

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

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

If the complaint is of an egregious nature, timelines may be waived in extraordinary circumstances. The language in Section B will not apply in the event that the police, SRS, or Title IX Coordinator have been notified.

2. Disciplinary Action:

The Board and the Association recognize that progressive disciplining, suspending, terminating, or non-renewing professional employees may be necessary.

Progressive discipline provides a consistent and fair process for addressing disciplinary issues protecting the legal rights of employee and employer, by creating clear and constructive feedback through a series of increasingly formal steps. Some issues are corrected with counseling, others, depending upon the nature and severity of the issue, may subject an employee to immediate termination. Leadership must use reasonable judgment to decide what step or combination of steps should be used and will consult with District level leadership when guestions arise.

It is agreed that informal disciplinary actions are the first steps taken in progressive discipline and are to be taken by administrators in situations of a minor nature involving the professional educator's conduct or performance. Disciplinary actions will be administered privately. It is agreed that information concerning proposed disciplinary actions is privileged information. The professional educator may divulge such information for the purpose of consultation or to obtain representation. No member of the bargaining unit will be disciplined without just cause.

It is therefore agreed that any one of the following steps may be applied:

a. Oral Reprimand

When the administrator deems it appropriate, an oral reprimand will be provided and will be conducted in private. The specific incident shall be cited, and the professional educator shall be permitted to respond to the proposed disciplinary action.

b. Written Reprimand

When, in the judgment of the administrator, conduct or concerns of a more serious or repeated nature occur, a written reprimand using the Summary of Contact with Professional Employee will be provided and included in a professional educator's personnel file. The professional educator has the right to respond in writing and that response shall be attached to the written reprimand.

The professional educator has ten (10) school days in which to respond in writing. A teacher may petition to have a written reprimand removed from the file after a period of one year from the initial reprimand. Removal is at the discretion of the administration.

c. Representation

The teacher has the right to contact the Valley Center National Education Association (VCNEA) to discuss his/her rights in any disciplinary matters. At such time that a professional educator requests a conference for the purpose of responding to an oral or written reprimand, the conference shall be scheduled in a manner which allows the professional educator the opportunity for representation. The teacher has the right to be represented by counsel at any disciplinary hearing before the Board of Education or with the Superintendent of Schools.

d. Plan of Improvement

Both parties to this agreement recognize the potential occurrence of conduct on the part of a professional educator that is of a serious nature requiring action beyond a written reprimand, yet does not warrant termination. When such conduct, independent of the evaluation process, reveals major deficiencies and/or concerns, a professional educator will be placed on a Plan of Improvement. Such a plan will be administered under the following guidelines:

- i. The administrator will hold a conference with the professional educator to cooperatively develop the Plan of Improvement (POI) using the adopted POI form.
 - ii. The professional educator shall be allowed representation during the conference.

C. TEACHER PROTECTION:

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

D. PROCEDURE FOR REDUCTION IN FORCE:

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

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

The following guidelines will be used:

a. Step 1: Qualifications

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

b. Step 2: Evaluations

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

c. Step 3: Seniority

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

E. RECALL

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

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

ARTICLE VI. TEACHER WORK SCHEDULE

A. WORK DAY:

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

At which point the district may not meet the state threshold for minimum required hours of student attendance, the superintendent may convert a cancelled student contact day to a teacher professional development day or a student remote learning day.

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

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

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

AVSEC teachers in USD 369 and USD 439 will observe the same staff report dates, school start and end dates/times, holiday breaks, professional development days, and employee work days as designated by the adopted district calendar.

B. PREPARATION TIME:

- Middle and High School teachers shall have one normal instructional period each day as preparation time or a cumulative total of plan time each week that would be equal to 200 minutes.
- 2. Elementary teachers shall have a block of time each day of no less than 30 minutes and for a cumulative amount of time that is no less than 200 minutes weekly.
- 3. Early childhood teachers shall have a cumulative amount of time that is no less than 200 minutes per week. Blocks of planning time shall be no less than 20 minutes.
- 4. When at the request of the Administration a teacher agrees to assume teaching responsibilities in place of a substitute during his/her planning period, the teacher shall be compensated \$15 for half the period or less and \$30 for more than half the period.
- 5. Teachers employed for less than full time shall be compensated for a planning period calculated at the same fractional equivalent as the assignment is to full time. Such teachers shall remain on duty for all compensated time. (Moved from X.A.3.d)

AVSEC teachers in USD 369 and USD 439 will receive plan time comparable to staff members in their base school and will follow all relevant policies of the base school regarding preparation time.

C. DUTY-FREE LUNCH:

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

D. PROFESSIONAL YEAR:

1. <u>Contracted Days</u>: The number of days for the school year covered by this agreement shall not exceed one hundred eighty seven (187) days, one of which (8 hours) is a flex PD day.

AVSEC teachers in USD 262 will have one pre-service professional development day in lieu of one flex PD day.

AVSEC teachers in USD 369 and USD 439 will follow their home district's calendar. They will observe the same staff report dates, school start and end dates, holiday breaks, professional development days, and employee work days as designated by the adopted district calendar.

 New Teacher Contract Days: Teachers new to the district shall report two days earlier than returning teachers. They will not be compensated for the extra days, but they can use this for flex PD hours.

- 3. <u>School Calendar</u>: The school calendar for each school year of this Agreement shall be provided to each teacher. AVSEC teachers in USD 369 and USD 439 will follow their home district's calendar.
- 4. Teachers shall have one workday on the last contracted day of each semester. AVSEC teachers in USD 369 and USD 439 will follow their home district's calendar.
- 5. Flex Work Day: Teachers are permitted to flex the work day at the end of the first and second semesters. The flex time can be achieved by documenting up to eight hours of work within the school building (minimum 30 minute blocks) during non-contracted time. Each building principal will be responsible for establishing the documentation process. The window for documenting the first semester flex time is from after Labor Day and prior to the last student day of the first semester. The window for documenting the second semester flex time is from after the first semester workday through the Friday prior to the last week of the school year. Remaining hours, not documented, will be worked on the last workday of the first semester and/or second semester as designated on the calendar.

Additionally, in order for a teacher to not be present in the building on the last workday of each semester, all grades must be finalized, submitted, and verified by the end of the regular contracted day/time on the day prior to the teacher workday.

AVSEC teachers in USD 369 and USD 439 will follow their home district's calendar and practices regarding teacher work days.

 FLEX Professional Development Day: Teachers shall spend eight hours outside of school hours for professional development (PD) activities. AVSEC teachers in USD 262 will have one (1) pre-service professional development day in lieu of one (1) flex PD day.

The calendar year for obtaining hours will be June 1 through May 31. To count as flex hours, activities must be those typically approved by the district's PD council.

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

Examples of allowable activities:

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

E. GRADE CARD PREPARATION:

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

Additionally, in order for a teacher to not be present in the building on the last workday of each semester, all grades must be finalized, submitted, and verified by the end of the regular contracted day/time on the day prior to the teacher workday.

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

AVSEC teachers in USD 369 and USD 439 will follow their home district's grade card preparation timelines.

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

F. DISTRICT LEADERSHIP TEAM:

 The Director of Student Learning or appropriately qualified designee will chair the committee with the assistance of the teacher facilitators/leaders. Recommendation for membership to the leadership team will be submitted for approval by the Director of Student Learning to the Board of Education.

- District membership for this leadership team will be determined by the Director of Student Learning and building administration based on application process and vertical alignment of curriculum, instruction and assessment needs.
- The District Leadership Team will meet up to ten (10) times per year outside the teacher contract day and participate in a two-day summer training. One unexcused absence may result in reappointment determined by the Director of Student Learning and building administration.
- A copy of the job description will be available to staff on the USD 262 website.
 Appointments to this leadership team will be made on or before the following school year.

AVSEC teachers in USD 369 and USD 439 will follow their established procedures for developing special committees, councils, and teams.

Special Summer Curriculum Committees:

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

AVSEC teachers in USD 369 and USD 439 will follow their established procedures for developing special committees, councils, and teams.

G. PROFESSIONAL DEVELOPMENT COUNCIL:

- 1. The Superintendent or designee or appropriately qualified designee will chair the committee.
- 2. The Superintendent or designee will submit the names of those selected by individual building staff (1 from each building) for approval by the Board of Education.
- 3. PDC members will be appointed in May for the next year's committee for a term of one year. Members can be re-appointed at the end of the term.

- 4. The committee will meet up to ten (10) times during the year outside the teacher contract day. August May.
- 5. The supplemental salary will be under Group B-6 of the Supplemental Salary Schedule.

AVSEC teachers in USD 369 and USD 439 will follow their established procedures for developing special committees, councils, and teams.

H. BUILDING IMPROVEMENT TEAM/STUDENT IMPROVEMENT TEAM:

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

AVSEC teachers in USD 369 and USD 439 will follow their established procedures for developing special committees, councils, and teams.

I. TRANSFERS:

Teachers who are transferred for the good of students are transferred based on certification and experience. The USD 262 Board of Education reserves the right to assign teachers and other staff where they will best serve the District's and AVSEC's students. Those teachers being considered for transfer will be given the opportunity for input concerning such transfer prior to any re-assigning. Extra compensation is not due the staff member unless the re-assignment is a promotion with additional responsibilities.

ARTICLE VII. TEACHER EVALUATION AND FILES

A. TEACHER EVALUATION:

1. Procedure:

- a. The McRel CUES Teacher Evaluation System is the adopted system and instrument for teacher evaluations. Counselor's will be evaluated using the Counselor Evaluation Rubric. AVSEC teachers in USD 369 and USD 439 will be evaluated using their home district's system, instrument(s), and processes. AVSEC School Psychologists will be evaluated using the AVC School Psychologist Evaluation Rubric.
- b. A pre-evaluation conference will be held between the appropriate Building Administrator and the teacher so that the objectives, methods, and materials of the evaluation may be reviewed.
- c. Evaluations will be scheduled as follows:
 - 1. Teachers in their first two consecutive years of employment in the district, including those who transitioned from #618, shall have a minimum of two (2) evaluations each year. One (1) evaluation and conference shall be completed no later than the 60th day of each semester.
 - Teachers in their third and fourth years of employment shall have a minimum of one (1)
 evaluation per year. All evaluations must be completed by February 15. Additional
 evaluation conferences may be scheduled as needed in order to provide assistance in
 improving teaching performance.
 - 3. After the fourth (4) year of employment, teachers must be evaluated a minimum of once every three (3) years. All evaluation must be completed by February 15 of the school year in which the evaluation is held.
 - 4. Should the evaluation reveal performance deficiencies, a re-evaluation shall be scheduled. The evaluator and teacher will cooperatively develop a written plan of assistance. The teacher shall have the responsibility for correcting the deficiencies according to said plan. The building administrator shall provide input in correcting the deficiencies. A peer assistant teacher may be assigned by VCNEA to assist the teacher with the improvement plan if requested by the teacher. The requesting teacher may also allow the VCNEA peer teachers to sit in on conference held with the evaluating administrator when discussing the improvement plan. At no time shall peer teacher obstruct or hinder the evaluating administrator's legal responsibility to evaluate teachers.
- d. The Building Administrator shall make a minimum of two (2) observations per summative evaluation. Each observation will be a minimum of 45 minutes or one class period. One observation must be pre-planned. The teacher will be provided the observation report following each observation.
- e. The use of surveillance cameras/video should not be used in lieu of, or as part of the formal observation process, without the written consent of the evaluatee and evaluator.

B. TEACHER FILES:

- 1. <u>Teacher Files Defined</u>: For the purposes of this article teacher files are considered to be the official teacher personnel file in the USD 262 administration building and the official personnel files maintained by a building principal if such is maintained.
- 2. Open to Teachers: Any teacher's files shall be open to the inspection of the teacher at all times, and at the request of the teacher, a representative of the Association may inspect the teacher's file. The teacher shall have the right to respond to all materials contained in said file. Such response shall become part of the file. Credentials and related papers from teacher placement bureaus which by their own regulations are labeled as "confidential" shall be exempt from teacher inspection.
- 3. <u>Right to Reproduce Contents:</u> The teacher and/or his/her representative shall have the right to reproduce any of the contents of his/her file.

A. TEMPORARY PAID LEAVES:

- 1. Illness, Injury of self or others or Deaths of others:
 - a. Teachers shall receive fifteen (15) normal working days of temporary leave for each full contract year, accumulative to a limit of sixty(60) days. Days accrued during the contract year can be used over and above the maximum accumulation, but no more than 60 days can be carried forward from one year to the next. A Request for Leave shall be filed. Licensed staff may use up to three temporary paid leave for illness days when normal family care providers are not available due to emergency situations.
 - b. Medical disability associated with pregnancy shall be treated as any other form of medical disability including but not limited to miscarriage, abortion, childbirth or recovery there from.
 - c. When an employee is absent from duty for more than five (5) consecutive school days, the employee shall furnish verification of leave (including an estimate of length of the absence) by a licensed physician before sick pay will be allowed. A doctor's release shall be required in such cases before the employee is allowed to return to duty. Sick pay will not be allowed for days of absence not covered by the verification or for days the employee misses from duty after being released by the doctor.
 - d. Teachers may use temporary paid leave for illness, injury, or death of others. Such leave shall be charged to the employee's temporary paid leave. Teachers may apply to the Superintendent for additional temporary paid leave under extenuating circumstances.
 - e. Teachers may use temporary paid leave in case of medical or dental appointments for self or others. Teachers may use up to fifteen (15) days per year for these occurrences.
 - f. At the end of the contract year, a teacher will be paid for unused sick leave in excess of 60 days at one-half of the daily substitute pay. Separate payment to be made with the October 25th pay warrant of the next year for teachers under contract.
 - g. Teachers who use 3 or fewer days sick and/or personal leave days during the first semester will be paid a \$250 stipend with the January 10 payroll. Teachers who use 3 or fewer days during the second semester will receive a \$250 stipend with the June 10 payroll.
 - h. FMLA Appendix F
- Job Related Illness or Injury: Absence due to injury or illness incurred in the course of the teacher's employment, and covered by Workmen's Compensation, will be entitled to use the district's sick leave provisions; however, the teacher will be allowed to use sick leave only in fractional amounts to supplement the Workers Compensation benefits not to exceed 100% of the teacher's regular salary.

3. Sick Leave Bank:

- a. Definition: The sick leave bank is defined as a depository of accumulated sick leave which is contributed by the teacher and Board of Education for the purpose of providing the teacher security during long term, unforeseen illness, or injury due to accident.
- b. Each newly employed certified teacher, not including Interlocal #618 teachers who transferred to the AVSEC in 2020-2021, will contribute one (1) day of vested temporary leave to the sick leave bank during the first year of employment. If the sick leave bank contains fewer than 360 days at the beginning of a school year, the Board of Education will restore the bank to 360 days.
- c. The accumulated days in the bank at the end of the school year shall remain. Additional days contributed by the newly employed teachers shall be credited to the bank each year. No further replenishment of the sick leave bank shall take place during a school year.
- d. Teachers must first use accumulated temporary leave days, then vested extended leave days (if applicable), before the sick leave bank will be available to them.
- e. Screening Board Membership: The Sick Leave Screening Board shall review all applications for benefits from the sick leave bank. The membership of the Board shall consist of the Superintendent or his/her designee, the Teacher's Principal, a Board of Education Member, and six teachers (one from each building). For AVSEC teachers working in USD 369 or USD 439, the six teachers may include teachers from their home district.

f. Application Procedures:

- 1. Any teacher who has exhausted all other vested district sick leave days may make written application for benefits to the Screening Board. A written statement from the physician which outlines the teacher's health status and inability to perform normal teaching duties must accompany the application for benefits.
- 2. The disposition of the request for benefits shall rest with the Sick Leave Screening Board. A written summary of the decision of the Sick Leave Screening Board shall be furnished to the applicant within three (3) calendar days after a decision has been made.
- 3. If benefits in excess of fifteen (15) days are utilized from the bank the teacher must submit an additional doctor's statement. The Screening Committee may request the teacher to submit to a physical examination by a physician chosen by the Screening Board. The cost of said physical examination shall be borne by the school district.
- g. The number of days of benefits from the bank are available to each teacher employed by the district according to the following number of years of service to the district:

Years of Service	Days Available
1 st and 2 nd year	20 days
3 rd year	30 days
4 th year	40 days
5 th year	50 days

6 th year	60 days
7 th year	70 days
8 th year	80 days
9 th year	90 days

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

- h. Restoration Bank: A Restoration Bank will be established and will be used to repay up to 20 days per year that any teacher accesses from the sick leave bank, provided days are available from the bank. Teachers can access a total of 80 restoration bank days throughout their career with USD 262. Teachers may donate up to five sick leave days to the Restoration Bank on or before September 1. When the restoration bank balance falls below 200 donated days, staff will be able to donate additional days to the bank at the beginning of the next school year.
- i. A teacher accessing the sick leave bank multiple times cannot have a balance of days owed to the bank greater than the number of days they qualify for per their years of service.
- j. Restoring Borrowed Days: The teacher shall return borrowed days to the bank the following year or years as necessary. Five days will automatically be taken from the accumulated temporary leave each year plus all unused sick leave at the end of the year, until all borrowed days have been returned. Teachers who resign and have not restored all borrowed days will be docked for each day the amount paid substitute teachers.
- 4. <u>Professional Improvement</u>: Teachers may be granted temporary leave to attend local, regional, state, or national meetings of professional education associations or learned societies subject to the following limitations:
 - a. All such requests must have a direct relationship to the teaching/extra duty assignment of the teacher and must be granted on the approval of the teacher's principal and Superintendent or designated representative.
 - b. Budgetary provisions for attendance must be made in advance.
 - c. Applications for professional leave shall be approved by the Superintendent or designated representative and shall be made one week in advance (in state) or 30 days in advance (out of state) prior to the anticipated absence.
 - d. Professional leave shall not be charged to the teacher's accumulated temporary leave time.
 - e. Consultation/Contracted Services: Teachers may be excused from regular duty by the Superintendent to perform contracted services as to other districts, government agencies or private industry. If a teacher receives payment for contracted or consulting services or pay for travel they will be required to take personal leave or take a salary deduction on the day they performed such services if during normal contracted time with the district unless waived by Board or their designee. The amount of the salary deduction will be based on the individual's daily compensation rate per their annual contract.

5. Personal Leave

a. Each teacher in their first four years with USD 262 shall be allowed four (4) days of personal leave per year, chargeable to Temporary Paid Leave. These teachers may apply to receive up to one additional personal day per year by exchanging two sick days for the additional personal day.

Upon beginning the fifth consecutive year in USD 262, each teacher shall be allowed seven (7) days of personal leave per year chargeable to Temporary Paid Leave. These teachers may not apply to receive additional personal days.

This change in personal leave is a Pilot for the 2024-2025 school year.

- b. Teachers who use personal leave will submit a request for such leave at least 24 hours prior to the absence, if known in advance. In case of emergencies, verbal approval may be given with the assurance that a request form will be filed within 48 hours after the employee returns to duty. Final approval will be made by building administration. Forms submitted that do not meet deadlines will not be approved and a deduction in pay will be made.
- c. Personal leave cannot be used the first and last five (5) student contact days of the school year nor before or after the holiday breaks (Labor Day, Thanksgiving Break, Winter Break, Spring Break, Superintendent's Designated Holiday, Memorial Day, July 4).
 - Exceptions can be made, with building principal and superintendent approval, for immediate family graduations, weddings, and military ceremonies.
 - Should a teacher choose to be absent at one of the above-mentioned times without approval, they must enter their leave as non-paid.
- d. Teachers may leave the classroom for periods of one hour or less without salary deduction or a deduction in any benefit if prior approval is secured from the building principal and the teacher has secured another teacher to cover the class without additional pay.
- e. Should a teacher need to take temporary paid leave but has no leave available, the teacher's pay will be reduced. The teacher will receive a salary deduction equal to 50% of the teacher's per diem rate if the absence falls under an FMLA qualifying reason. FMLA qualifying reasons include: 1) the birth of a child or placement of a child for adoption or foster care; 2) to bond with a child (leave must be taken within 1 year of the child's birth or placement; 3) to care for the employee's spouse, child, or parent who has a qualifying serious health condition; 4) for the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job; 5) for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent. When the absence does not fall under those parameters, the teacher will receive a salary deduction equal to 67% of their per diem rate of pay. The superintendent must approve all leave under this section.

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

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

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

B. EXTENDED LEAVES:

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

C. SABBATICAL LEAVE

1. Purpose

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

2. Qualifications

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

3. Application

Applications shall be filed with the office of the Superintendent by March 1 for leave beginning the following August. For leave beginning the second (2nd) semester, applications shall be filed by November 1. Applicants requesting sabbatical leave commencing in September shall

be notified by March 15 as to the status of their application. Applicants requesting leave commencing the second (2nd) semester shall be notified November 15 as to the status of their application. Applicants for sabbatical leave shall include with their application forms an outlined plan for the leave requested.

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

4. Compensation

A sabbatical leave of absence may be for one (1) semester or one (1) academic year and shall be at no contractual salary. Upon return from such leave the teacher shall be placed at the position on the salary schedule he/she would have attained had he/she taught in the district during such period.

5. Status While on Sabbatical Leave

A teacher on sabbatical leave shall be considered to be in the employ of the district and shall have a contract. Full insurance benefits as set forth in this Agreement shall be provided teachers on sabbatical leave. Teachers on sabbatical leave shall be entitled to any and all benefits that may be provided by the Board to other teachers.

6. Status on Return from Sabbatical Leave

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

7. Sabbatical Committee

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

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

8. Selection

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

ARTICLE IX. FRINGE BENEFITS

A. SALARY DEDUCTIONS:

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

- 1. Association dues
- 2. Annuities/403b/457
- 3. Charitable donations (as approved by the Board)
- 4. Credit Union
- 5. Insurance (Health and Dental)
- 6. Disability Insurance shall not be available through the Salary Reduction Plan (pre-tax) but may be purchased through payroll deduction (after tax).
- 7. Term Life Insurance
- 8. Any other deductions agreed upon by the Superintendent and VCNEA leadership.

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

B. ACTIVITY PASS:

The Board agrees to provide a pass to each employee which grants free admissions to all USD 262 school- sponsored athletic events for the employee, spouse, and all children who are high school age or younger.

C. SALARY REDUCTION:

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

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

D. HEALTH INSURANCE:

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

Tier	District Contribution
Employee	\$495.00
Employee + Spouse	\$680.00
Employee + Child(ren)	\$680.00
Family	\$680.00

The District will contribute an additional \$30 a month toward health insurance premium for those staff members that meet the Healthy Living Additional Benefit requirements as adopted by the District. Requirements of the Healthy Living Additional Benefit are subject to the terms and conditions set forth by the District. Employees hired following the beginning of a new plan year will become eligible to qualify for the Healthy Living Additional Benefit before the start of the next plan year. The plan year typically begins April 1.

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

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

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

The Health Insurance Committee (HIC) will consist of:

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

E. DIRECT DEPOSIT

Direct deposit of employee salary checks is available.

F. REIMBURSEMENT FOR TUITION

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

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

- that lead to a specialist degree, building-level license, district-level administrative license, Ed.D, or Ph.D.
- Reimbursement for any tuition would not exceed one-half of the actual cost, up to a maximum of \$500.00 per course.
- Payment will be made on or before June 25, provided evidence has been given showing successful completion of the course(s).
- Any tuition pool entitlements and/or reimbursements received during the current or previous contracted year must be repaid if the teacher does not return for employment with USD 262.
- The total amount for all payments under this section shall not exceed \$40,000 per year.

ARTICLE X. TEACHER COMPENSATION

A. GENERAL PROVISIONS:

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

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

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

3. <u>Movement to the Salary Schedule</u>: Horizontal advancement on the schedule will be based upon the number of additional credit hours earned after the highest degree is attained and since the last column movement. Any hours earned beyond what is needed for the current movement will be carried over for future use. Such hours shall be filed in the District Office no later than October 1 of each year.

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

- a. All hours necessary for horizontal advancement on the salary schedule must meet the approval of the Superintendent of Schools. All such requests and approvals shall be in <u>writing</u> (see Appendix D form). The criteria for approval shall be whether or not the hours will benefit the teacher's performance in Valley Center USD 262, or classes required in an advanced degree program.
- b. In the event a course for advancement on the salary schedule is rejected by the Superintendent, within 30 days the teacher involved may appeal this decision to an Appeal Board consisting of the Superintendent of Schools, a Board Member, the assistant superintendent, the building Administrator from the building in which the

teacher teaches, and a teacher who represents the area in which the teacher teaches. The decision should be made by the Appeal Board within ten (10) days.

- c. Teachers who intend to move columns must notify the district office by the last Friday in May. An official transcript of all credit hours earned for column movement must be submitted by October 1st of the year of movement.
- 4. <u>Inservice Points for Salary Advancement</u>: A teacher with an approved professional development plan may count each twenty (20) points earned equivalent to one graduate hour of college credit up to the equivalent six (6) college credits. These 120 points are the equivalent of six (6) college credits for advancement to MA+12, MA+24, MA+36, MA+48 and MA+60.

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

The points for salary advancement must be earned during the current license cycle, unless the cycle renews during the school year the advancement is requested.

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

B. COMPENSATION:

- 1. Extra Assignment and Extended Contract Rate: The salary schedule is based on the regular school calendar and the normal teaching load as set forth in this agreement. Any teacher whose assignment exceeds the regular teacher work year shall be additionally compensated as follows:
 - a. If the teacher voluntarily teaches a full load and does not have a planning period, additional compensation will be allowed. Payment shall be made for the fractional part of the school day included in the planning period.
 - b. If the contract year exceeds the normal number of contracted days, the calculated daily rate for the regular year will be calculated and multiplied times the number of days in the extended contract.
 - c. In the event a substitute teacher cannot be secured resulting in students being distributed to other classrooms for a full day of instruction, teachers who take on the responsibility for a full day of instruction with two or more of the distributed students will be compensated \$50/full day or \$25/half day. The teacher will be required to submit the appropriate paperwork to receive the payment.

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

2. Extracurricular Compensation:

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

Extra duty assignments include all teacher employment which is compensated but not specifically contracted. The pay scale shall be as follows:

Compensation shall be at the rate of fifteen dollars (\$15.00) per hour with a maximum payment of two hundred forty dollars (\$240.00) per event (16 hours).

For all homebound teaching, district or school-sponsored after school tutoring, professional development and/or curricular work that is requested by administration, the compensation shall be at the per diem rate of the teacher's base salary (column and step).

District-approved instructional programs that occur outside the contract (summer school, extended school year, after-school, etc.) will be compensated at the per diem rate of the teacher's base salary (column and step).

- b. <u>Supplemental Assignments</u>: A teacher accepting supplemental assignment shall be compensated as specified in Appendix A.
- c. <u>Insurance</u>: All extra duty and supplemental assignments shall be covered by Worker's Compensation Insurance.
- 3. Retirement: A payment equal to 2/3 of the daily pay for a daily substitute teacher (not to include daily pay for permanent subs) for accumulated sick leave (maximum of 75 days) will be made to a teacher employed by USD 262 at retirement, or death of that teacher who has served the district a minimum of six (6) years. In the event of the employee's death, that specified dollar amount of compensation for accumulated sick leave will be awarded to that teacher's beneficiary (ies).
- 4. <u>Mileage Allowance</u>: Any teacher that is required or requested to use his/her personal automobile as a regular condition of employment or for other business of the district shall be reimbursed for his/her expenses each semester based on the rate per mile established by the Secretary of Administration of the state of Kansas. All such requests for mileage reimbursement must have prior approval of the District Office.
- 5. <u>National Board Certification</u>: All National Board Certified teachers shall receive an annual \$1,000 bonus for the duration of the National Board certification / Kansas Accomplished Teaching license. The certification fee and National Board certification

renewal fee will be reimbursed to teachers who pay those fees while employed by USD 262.

- a. The Board will pay up to but not exceed \$2,500 per application/renewal. This amount will be debited from the funds referred to in Article IX.F.
- b. If teacher receiving district payments for the application leaves the employment of USD 262, on his/her own accord, within one year of completion of the program, or should the employee not receive National Board Certification, the employee will repay the full amount of the application payment. This payment must be received within six calendar months beginning with the day of notification of not receiving National Board Certification. A copy of the official letter will be required to be placed in the teacher's personnel file.
- c. The district will grant the equivalent of 12 college credit hours per Negotiated Agreement upon successful completion of the certification program.
- 6. AVSEC Stipend: AVSEC teachers who teach Mixed Abilities or Positive Behavior Supports classrooms will receive a \$2000 stipend. All other AVSEC teachers will receive a \$1500 stipend. One-half of the stipend will be paid with the December 10 pay warrant and one-half of the stipend will be paid with the May 10 pay warrant.

C. METHOD OF PAYMENT:

- 1. <u>Pay Periods</u>: Teachers shall be paid in twenty-four (24) equal installments on the 10th and 25th of each month. If these dates fall on a weekend or school holiday, not including Winter Break, that pay date will be the last school day before the school weekend or school holiday. During Winter Break, the December 25 pay warrant will be issued on or before December 22.
- 2. Teachers in their first year of employment shall be paid in twenty-five (25) equal installments on the 10th and 25th of each month beginning on August 25th (Exception when Spring Break falls one week in advance of payday it would be excluded from holiday pay schedule as explained in #1 above).
- 3. Exceptions: A written request for lump sum payment for June 25th, July 10th, 25th, August 10th and 25th must be on file in the District Office before April 1 of the year payment is to be made. Once a request has been made the lump sum payment will continue from year to year unless the written request is withdrawn.

 The lump sum payment will be available on June 25th or on the Friday before the 25th if it falls on Saturday or Sunday.
- 4. <u>Summer Checks</u>: Summer checks other than for summer school teachers shall be mailed to the address designated by the teacher.
- 5. <u>Correction or adjusting contractual errors or omissions on the teacher contract</u>: The Board of Education and the teacher will adjust contract salaries when errors or omissions have been noted. All errors are subject to retroactive action for that current contracted period.

D. TEACHER SALARY SCHEDULE:

The teacher salary schedule for the 2024-2025 school year is set forth as Appendix A.

E. SUPPLEMENTAL DUTIES SCHEDULE:

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

Group A	Group B
014.5% 113.5% 212.0% 311.0% 49.5% 58.5% 68.0% 77.0% 86.5% 95.5% 103.5%	011.0% 110.5% 27.0% 34.5% 43.5% 52.5% 62.0% 71.25%
11 2.5%	

6. A supplemental committee comprised of three board/administrative representatives and three bargaining unit representatives will be formed to review proposed additions or changes to the supplemental clubs, activities or stipends. The supplemental forms, found in Appendix B, must be submitted by February 1st. Committee approved changes to the supplemental salary schedule will be presented during the annual negotiations process. A supplemental schedule audit will be completed every three years, beginning in the 2023-2024 school year.

The Negotiated Agreement between the NEA-Valley Center Teachers' Association and the Unified School District #262 Board of Education for the 2024-2025 year, attached hereto, is hereby ratified.

7-12-24 Date

Unified School District 262 Board President

Date

Appendix A

2024-2025 S	2024-2025 Salary Schedule	ale										
Yrs Exp	STEP2	BA-0	BA+12	BA+24	BA+36	MA	MA+12	MA+24	MA+36	MA+48	MA+60/Ed.S.	Ed.D./Ph.D.
0	1	\$49,250.00	\$49,712.00	\$50,156.00	\$50,711.00	\$52,311.00	\$53,366.00	\$53,990.00	\$55,549.00	\$56,345.00	\$57,142.00	\$57,938.00
1	7	\$49,805.00	\$50,267.00	\$50,711.00	\$51,266.00	\$52,866.00	\$53,921.00	\$54,545.00	\$56,104.00	\$56,900.00	\$57,697.00	\$58,493.00
2	3	\$50,360.00	\$50,822.00	\$51,266.00	\$51,821.00	\$53,421.00	\$54,476.00	\$55,100.00	\$56,659.00	\$57,455.00	\$58,252.00	\$59,048.00
3	4	\$50,915.00	\$51,377.00	\$51,821.00	\$52,376.00	\$53,976.00	\$55,031.00	\$55,655.00	\$57,214.00	\$58,010.00	\$58,807.00	\$59,603.00
4	2	\$51,470.00	\$51,932.00	\$52,376.00	\$52,931.00	\$54,531.00	\$55,586.00	\$56,210.00	\$57,769.00	\$58,565.00	\$59,362.00	\$60,158.00
5	9	\$52,025.00	\$52,487.00	\$52,931.00	\$53,486.00	\$55,086.00	\$56,141.00	\$56,765.00	\$58,324.00	\$59,120.00	\$59,917.00	\$60,713.00
9	2	\$52,580.00	\$53,042.00	\$53,486.00	\$54,041.00	\$55,641.00	\$56,696.00	\$57,320.00	\$58,879.00	\$59,675.00	\$60,472.00	\$61,268.00
7	8	\$53,135.00	\$53,597.00	\$54,041.00	\$54,596.00	\$56,196.00	\$57,251.00	\$57,875.00	\$59,434.00	\$60,230.00	\$61,027.00	\$61,823.00
8	6	\$53,690.00	\$54,152.00	\$54,596.00	\$55,151.00	\$56,751.00	\$57,806.00	\$58,430.00	\$59,989.00	\$60,785.00	\$61,582.00	\$62,378.00
6	10	\$54,460.00	\$54,922.00	\$55,366.00	\$55,921.00	\$57,521.00	\$58,576.00	\$59,200.00	\$60,759.00	\$61,555.00	\$62,352.00	\$63,148.00
10	11		\$55,692.00	\$56,136.00	\$56,691.00	\$58,291.00	\$59,346.00	\$59,970.00	\$61,529.00	\$62,325.00	\$63,122.00	\$63,918.00
11	12		\$56,462.00	\$56,906.00	\$57,461.00	\$59,061.00	\$60,116.00	\$60,740.00	\$62,299.00	\$63,095.00	\$63,892.00	\$64,688.00
12	13		\$57,232.00	\$57,676.00	\$58,231.00	\$59,831.00	\$60,886.00	\$61,510.00	\$63,069.00	\$63,865.00	\$64,662.00	\$65,458.00
13	14			\$58,446.00	\$59,001.00	\$60,601.00	\$61,656.00	\$62,280.00	\$63,839.00	\$64,635.00	\$65,432.00	\$66,228.00
14	15			\$59,483.00	\$60,038.00	\$61,638.00	\$62,693.00	\$63,317.00	\$64,876.00	\$65,672.00	\$66,469.00	\$67,265.00
15	16				\$61,075.00	\$62,675.00	\$63,730.00	\$64,354.00	\$65,913.00	\$66,709.00	\$67,506.00	\$68,302.00
16	17				\$62,112.00	\$63,712.00	\$64,767.00	\$65,391.00	\$66,950.00	\$67,746.00	\$68,543.00	\$69,339.00
17	18				\$63,149.00	\$64,749.00	\$65,804.00	\$66,428.00	\$67,987.00	\$68,783.00	00.085,69\$	\$70,376.00
18	19					\$65,786.00	\$66,841.00	\$67,465.00	\$69,024.00	\$69,820.00	\$70,617.00	\$71,413.00
19	20					\$66,823.00	\$67,878.00	\$68,502.00	\$70,061.00	\$70,857.00	\$71,654.00	\$72,450.00
20	21						\$68,915.00	\$69,539.00	\$71,098.00	\$71,894.00	\$72,691.00	\$73,487.00
21	22						\$69,952.00	\$70,576.00	\$72,135.00	\$72,931.00	\$73,728.00	\$74,524.00
22	23							\$71,613.00	\$73,172.00	\$73,968.00	\$74,765.00	\$75,561.00
23	24								\$74,209.00	\$75,005.00	\$75,802.00	\$76,598.00
24	25									\$76,042.00	\$76,839.00	\$77,635.00
25	26										\$77,876.00	\$78,672.00
26	27											\$79,709.00

ATHLETIC SCHEDULE

Group A-0		Group A-6	
HS Head Football	\$7,141.00	HS Asst Cheerleader Sponsor	\$3,940.0
HS Head Basketball	\$7,141.00	HS Asst Track	\$3,940.0
HS Head Cheerleader Sponsor	\$7,141.00	HS Asst Softball	\$3,940.0
·		HS Asst Baseball	\$3,940.0
Group A-1		HS Asst Soccer	\$3,940.0
HS Head Wrestling	\$6,649.00	HS Asst Tennis	\$3,940.0
HS Head Volleyball	\$6,649.00	HS Asst Cross Country	\$3,940.0
		MS Head Tennis	\$3,940.0
Group A-2		MS Head Cross Country	\$3,940.0
HS Head Baseball	\$5,910.00		
HS Head Soccer	\$5,910.00	Group A-7	
HS Head Softball	\$5,910.00	HS Asst Swim	\$3,448.0
HS Head Track	\$5,910.00	HS Asst Bowling	\$3,448.0
	_	MS Asst Track	\$3,448.0
Group A-3		MS Asst Basketball	\$3,448.0
HS Head Cross Country	\$5,418.00	MS Asst Football	\$3,448.0
HS Head Tennis	\$5,418.00	MS Asst Volleyball	\$3,448.0
HS Head Swim	\$5,418.00	MS Asst Wrestling	\$3,448.0
HS Head Dance Sponsor	\$5,418.00	MS Asst Cheerleading Sponsor	\$3,448.0
Group A-4		Group A-8	
MS Head Volleyball	\$4,679.00	HS Asst Golf	\$3,201.0
MS Head Football	\$4,679.00		
MS Head Wrestling	\$4,679.00	Group A-9	
MS Head Basketball	\$4,679.00	Summer Weights Coordinator	\$2,709.0
MS Head Track	\$4,679.00	MS Asst Tennis	\$2,709.0
MS Head Cheerleader Sponsor	\$4,679.00	MS Asst Cross Country	\$2,709.0
HS Head Golf	\$4,679.00	•	
HS Head Bowling	\$4,679.00	Group A-10	
HS Asst Football	\$4,679.00	Asst Summer Weights	\$1,724.0
HS Asst Basketball	\$4,679.00	HS Off-Season Weights	\$1,724.0
HS Asst Wrestling	\$4,679.00	MS Summer Weights Coordinator	\$1,724.0
Group A-5		Group A-11	
HS Asst Volleyball	\$4,186.00	MS Asst Summer Weights	\$1,231.0
	7 ./	HS Unified Bowling	\$1,231.0

NON-ATHLETIC SCHEDULE

Group B-0	
HS Head Debate	\$5,418.00
HS Head Forensics	\$5,418.00
HS Instrumental Music	\$5,418.00

Group B-1	
HS Vocal Music	\$5,171.00

Group B-2	
HS Yearbook	\$3,448.00
HS Musical	\$3,448.00
HS Asst Debate	\$3,448.00
HS Asst Forensics	\$3,448.00
HS Head Scholars' Bowl	\$3,448.00
HS AV Productions	\$3,448.00
HS Concessions Manager	\$3,448.00

Group B-3	
Elementary Vocal Music	\$2,216.00
HS Head Drama (per play)	\$2,216.00
HS Chess	\$2,216.00
HS Student Council Sponsor	\$2,216.00
MS Vocal Music	\$2,216.00
MS Instrumental Music	\$2,216.00
HS DECA Sponsor	\$2,216.00
HS FBLA Sponsor	\$2,216.00
HS E-Sports Sponsor	\$2,216.00
HS Color Guard	\$2,216.00
HS Pep Club	\$2,216.00

Group B-4	
HS Skills USA Sponsor	\$1,724.00
HS FCCLA Sponsor	\$1,724.00
HS HOSA Sponsor	\$1,724.00
HS Assistant Concessions Manager	\$1,724.00
MS Yearbook	\$1,724.00
MS Technology Student Association (TSA)	\$1,724.00
MS Student Council Sponsor	\$1,724.00
Student/Building Improvement Team	\$1,724.00
Teacher Leadership Academy Team	\$1,724.00

Group B-5	
HS Senior Sponsor	\$1,231.00
HS Junior Sponsor	\$1,231.00
HS Asst Drama (per play)	\$1,231.00
HS Newspaper	\$1,231.00
HS Empowered & Educated Student Voices	\$1,231.00

Group B-6	
Professional Development Council	\$985.00
HS Robotics Coach	\$985.00
HS Freshman Sponsor	\$985.00
HS Sophomore Sponsor	\$985.00
HS ACT/Pre-ACT Coordinator	\$985.00
IS Student Council Sponsor	\$985.00
Elementary Instrumental Music	\$985.00
MS Scholars' Bowl Sponsor	\$985.00
MS Let's Move Club	\$985.00
Test Coordinator (IS, MS, HS)	\$985.00
HS/MS SHOW Sponsor	\$985.00
District Leadership Team	\$985.00
Elementary Honor Choir Director	\$985.00
Elementary Yearbook Sponsor	\$985.00
MS Concessions Manager	\$985.00

Group B-7	
Test Coordinator (Elem)	\$616.00
IS Robotics Club	\$616.00
MS Science Olympiad	\$616.00
MS Math Relay Coordinator	\$616.00
MS Spelling Bee Coordinator	\$616.00
IS Kindness Club Sponsor	\$616.00
Elementary Chess Sponsor	\$616.00
Elementary Asst Honor Choir	\$616.00
MS Robotics Club	\$616.00
	•

HS Clubs meeting following conditions:

- 1. Constitution
- 2. Elected Officers
- 3. Regular Meetings Outside of School Hours (at least 4 per year)
- 4. Approval of Building Principal and Superintendent of Schools

Group C

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

Group M

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



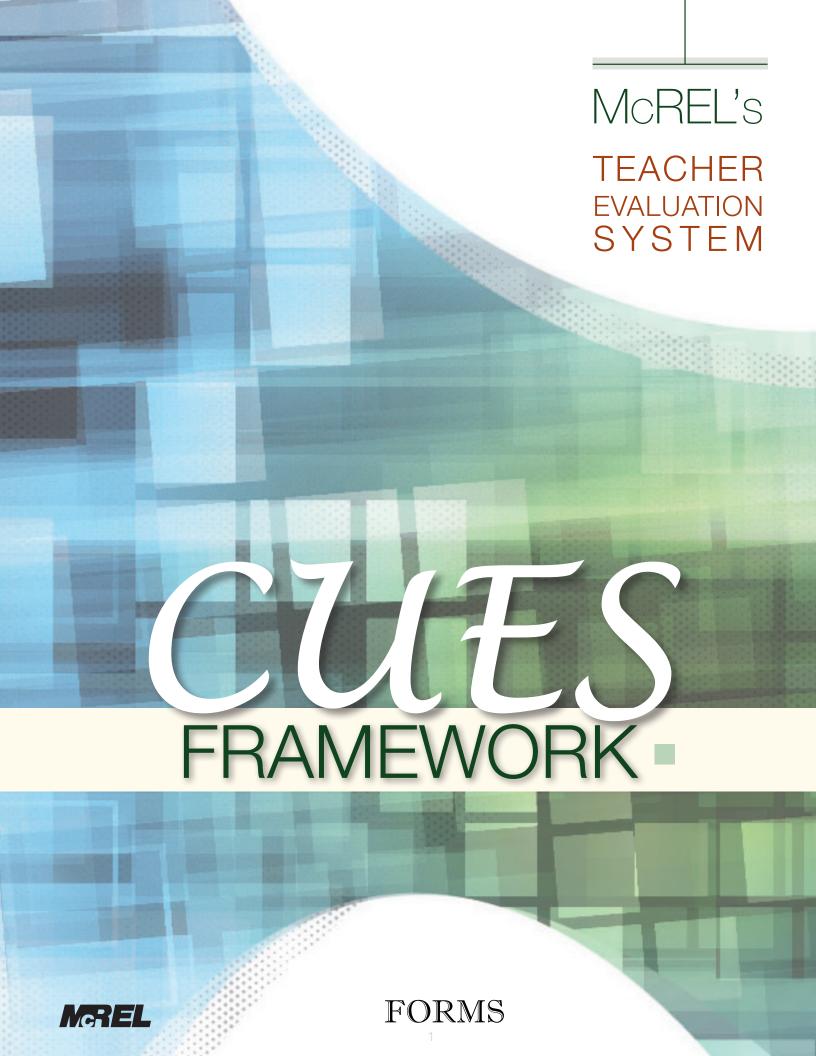
Proposal to Add or Change Supplemental Club/Activity/Stipend

	Add Supplemental		
	Change Supplemental Pay		
<u>Sur</u>	oplemental Club/Activity/Stipend Details:		
	posed stipend amount: \$ from Group		
<u>Wh</u>	y are you requesting to add or make a chang	ge to this supplemental:	
<u>Ber</u>	nefits for Valley Center students:		
Ple Feb	ase sign and return this form to your building ac oruary 1 to be considered for the next school ye	ctivities director. This form mar.	nust be submitted by
Nar	me	Signature	
Acti	vities Director		☐ Not approved
Prir	ncipal	Approved	☐ Not approved

Notice of Intent to Move Across Salary Schedule

Name	
I intend to move across the salary schedule to	column
for the school year	
I intend to use college hours.	
I intend to use PDC points.	
Signature	

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



PROFESSIONAL DEVELOPMENT PLANNING FORMS

GOAL SETTING FORM	l						
Teacher			Current Year Status				
Teacher Position/Sub	ject Area		Years Tea	aching			
Grade Level			Plan Type	e (check plan type	e for the current	school year)	
School			☐ Indivi	idual 🗖	Monitored	■ Directed	
District							
Evaluator Name			Mentor Name (if required)				
Evaluator Title			Mentor P	osition/Subj	ect Area _		
		D CLIES	Framework	·			
CUES Framework Compo		D. OOLO		Components to	Be Addresse	ed:	
Content – Teachers p relevant curriculum.	lan instruction to teach a rig						
	chers use research-based in: Iment practices to deliver hig		Framework Elements to Be Addressed:				
Environment – Teache learning.	ers create an environment th	at supports					
Support – Teachers constudent learning.	ontribute to high-quality tead	ching and					
	I	E. G	OALS				
Goal	Activities/Strategies	and Evil	OUTCOMES DENCE OF PLETION	Resources	S NEEDED	Timeline	
Goal 1:							
Goal 2:							
Goal 3:							
Teacher Signature			Date				
Mentor Signature							
Evaluator Signature _			Date				

Teacher Mid-Year I	Progress For	RM							
Teacher				Current Year					
Evaluator Name					e for the curre				
Mentor Name (if required)				☐ Indivi	idual		Monitore	d 🗖	Directed
	F. Evide	ENCE OF	Progress	Toward A	CHIEVING	g GOA	ALS		
Goal 1:									
Goal 2:									
Goal 3:									
	I							I	
		G	. Narrativ	E COMMENT	ΓS				
		Comments			Evalu	uator Comm	ents		
Teacher Signature		Mentor S	Signature			Evalu	uator Signati	ure	
Date		Date	or orginaturo			Date			

END-OF-YEAR PROGRESS FORM							
Teacher		Current Year					
Evaluator Name	Plan Type (check p	eck plan type for the current school year)					
Mentor Name (if required)		☐ Individual	☐ Monitored ☐ Directed				
	H EVIDENCE OF (Goal Completion					
Goal 1:	THE VIDENCE OF	SOME COMMENTAL					
Goal 2:							
Goal 3:							
I. Goal Attal	NIMENIT						
Goal 1 was successfully completed.	☐ Yes ☐	No					
Goal 2 was successfully completed.	☐ Yes ☐	No					
Goal 3 was successfully completed.	□ Yes □	No					
		-					
Teacher Comments	J. NARRATIV Mentor Comments	E COMMENTS	Evaluator Comments				
Teacher Signature Date	Mentor Signature Date		Evaluator Signature Date				

CUES TEACHER RUBRIC

CUES Framework Components

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

1. Content

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

2. Understanding

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

3. Environment

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

4. Support

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

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

CUES FRAMEWORK OBSERVATION RUBRIC FORM

Content

Teacher plans instruction to teach a rigorous and relevant curriculum.

а.	Teacher aligns instru	ction with the adopted c	urriculum and performan	ce standards.	
	Developing	Proficient	ACCOMPLISHED	Distinguished	NOT DEMONSTRATED (COMMENT REQUIRED)
0 0	curriculum to plan lessons that provide opportunities for students to meet performance standards. Communicates performance standards to students. output curriculum to plan lessons that provide notice for standards.	and Includes strategies for teaching content area vocabulary in lesson plans based on student needs and performance. Reflects upon the effectiveness of daily lessons.	and Monitors and analyzes the lesson's effect on student learning and adjusts lesson plans accordingly.	and Models for and assists others in aligning instruction with the adopted curriculum and performance standards. standards.	☐ Minimum requirement not met.
b.	Teacher develops an	d applies strategies to m	ake the curriculum rigoro	ous and relevant for all st	tudents.
	Designs learning experiences that help students develop conceptual understanding. © Designs learning experiences that help students develop procedural fluency. ©	and Assists students in understanding the personal relevance of the content. Plans lessons that include content in real-world contexts.	 and □ Plans lessons that include connections to other disciplines. 	Collaborates with other teachers to develop lessons or units that capitalize on the links within and between content areas.	☐ Minimum requirement not met.
c.	Teacher plans instruc	ction appropriate for his/	her students.		
0 0	Incorporates knowledge of how students learn in planning. Incorporates knowledge of students' levels of intellectual, physical, social, and emotional development in planning. Understands how one's own biases can influence instruction.	and Uses a variety of data sources to ensure instructional planning meets the needs of all students. Incorporates knowledge of influences (e.g. development, culture, language proficiency) that affect individual student learning in planning. Addresses one's own biases in planning lessons.	Develops lessons that intentionally counteract stereotypes and promote diversity as an asset. Incorporates materials that address the histories and contributions of various cultures.	and Collaborates with colleagues to analyze the appropriateness of the curriculum for students in the school.	☐ Minimum requirement not met.

d. Teacher knows the content appropriate to his/her teaching specialty.									
DEVELOPING	Proficient Accom		IPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)				
□ Knows the important concepts and processes of his/her subject area(s).	Applies knowledge of his/her subject area(s) to create learning experiences that make the content meaningful and accessible to students. Uses knowledge of student misconceptions about the subject area to guide student learning of the subject. Incorporates a wide variety of literacy skills within content areas to enhance learning.	and Uses knowledge of the subject(s) beyond course requirements to involve students in solving real-world problems related to local, national, or global issues. Relates the content of his/her subject area(s) to other disciplines.		and Expands knowledge of subject(s) beyond requirements for teaching assignment(s). Applies knowledge of subject area(s) to evaluate and modify curriculum materials and instructional resources.	☐ Minimum requirement not met.				
 Lesson plans Uses the adopted cur individual lessons Lesson plans support modifications Student learning support 	for tracking and supporting	ruction and	Formativ	ation in PLCs and/or interdis ve assessments district-approved benchmar nents	. ,				

Observable, in-class practice

Understanding

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

а. '	a. Teacher creates an environment for learning by setting objectives and providing feedback.								
	Developing		Proficient		ACCOMPLISHED		DISTINGUISHED		NOT DEMONSTRATED (COMMENT REQUIRED)
0 0 0	Identifies and communicates the learning objective for each lesson. Uses rubrics or other ways to inform students of performance criteria. Provides timely and corrective feedback to students.		and References the learning objective throughout the lesson and discusses the connections between learning activities and learning objectives. © Engages students in setting and reviewing progress with personal learning objectives. © Engages students in peer and self-assessment. ©		and Connects current learning objectives to present and future learning.		Mentors other teachers in the use of setting objectives and providing feedback.		Minimum requirement not met.
b.	Teacher creates an e	nvir	onment for learning b	y re	inforcing effort and p	orov	iding recognition.		
			and		and		. and	Г	
<u> </u>	Teaches students about the relationship between effort and achievement. © Provides praise that is specific and aligned with expected achievement and behavior. ©		Provides students with explicit guidance about what it means to expend effort in the classroom. © Uses tangible rewards appropriately to recognize students' quality of work and progress toward goals. ©	0	Asks students to track their effort and achievement. Promotes a mastery-goal orientation by judging student performance against a goal, rather than other students' performance, and designing tasks for struggling learners that help them build on successes.		Mentors other teachers in the use of reinforcing effort and providing recognition.		Minimum requirement not met.
c.	Teacher creates an e	nviro	onment for learning b	y us	sing cooperative lear	ning	J.		
0 0	Uses appropriate- size groups for cooperative learning and forms groups in a variety of ways. Implements cooperative learning activities that include positive interdependence and individual and group accountability.		and Implements cooperative learning tasks that are purposeful and well-structured and include clear directions. Provides feedback to students on development of their group skills.		and Provides opportunities for students to design their own cooperative learning tasks. Provides opportunities for students to self-assess their progress on group skills as a group and individually.		Mentors other teachers in the use of cooperative learning.	0	Minimum requirement not met.

d. Teacher helps students understand new knowledge by using cues, questions, and advance organizers.										
Developing	PROFICIENT	Accomplished	Distinguished	NOT DEMONSTRATED (COMMENT REQUIRED)						
Focuses on what is important about the topic when using cues, questions, or advance organizers.	Uses a variety of formats to provide explicit cues. Asks inferential and analytic questions to elicit students' prior knowledge. Uses a variety of formats (expository, narrative, skimming, and graphic) to provide students with advance organizers. ■	Asks students to defend their inferences when answering inferential questions and explain their thinking when answering analytic questions. Uses different advance organizer formats to present the same information to different students to meet individual student needs.	and Mentors other teachers in the use of cues, questions, and advance organizers.	☐ Minimum requirement not met.						
e. Teacher helps studen	ts understand new know	ledge by using nonlingu	istic representations							
	and	and	and							
→ Provides students with opportunities to create pictures, illustrations, pictographs, and graphic organizers to represent knowledge being learned. ■	☐ Provides students with opportunities to create/use physical models/ manipulatives, mental pictures, and kinesthetic activities to represent knowledge being learned. ⑥	Asks students to explain the content and skills they are learning through the use of nonlinguistic representations they create. Output Description:	Mentors other teachers in the use of nonlinguistic representations.	Minimum requirement not met.						
f. Teacher helps student	ts understand new know	ledge by using summariz	zing and note taking stra	tegies.						
	and	and	and							
☐ Teaches students the rule-based summarizing strategy. ☐ Provides teacher-prepared notes that highlight the important information students are to learn. ⑤	□ Uses summary frames to help students summarize information from different types of text. ◎ □ Teaches students a variety of note taking formats, including those that use technology. ◎ □ Provides opportunities for students to revise their notes and use them for review. ◎	☐ Teaches students how to use summarizing in combination with other comprehension strategies through reciprocal teaching, with students leading the reciprocal teaching process. ⑤ ☐ Provides students with a choice about which note taking format they will use and asks them to	Mentors other teachers in the use of summarizing and note taking strategies.	☐ Minimum requirement not met.						

g.	Teacher helps studer	its understand new know	wled	ge by assigning home	ewo	rk and providing prac	ctice	е.
	Developing	Proficient		ACCOMPLISHED		Distinguished		NOT DEMONSTRATED
								(COMMENT REQUIRED)
0 0	Designs homework that aligns with the learning objectives. Communicates the purpose of each homework assignment to students. Clearly identifies and communicates the purpose of practice activities.	and Communicates homework assignments to parents and provides guidance on how parents can be effectively involved in homework. Provides corrective feedback on all practice sessions and homework. Designs practice sessions (including massed and distributed practice) that are short and focused on specific aspects of complex skills and processes.		Asks students to track their speed and/or accuracy when developing skills and processes. Intentionally designs and tracks distributed practice on various processes and skills over time (i.e., a semester or year).		Mentors other teachers in the use of assigning homework and providing practice.		Minimum requirement not met.
h.	Teacher helps student	s extend and apply know	ledg	e by using strategies t	hat	involve identifying sim	nilar	ities and differences
		and	T	. and		. and		
0	Teaches students to identify similarities and differences by comparing and classifying.	☐ Teaches students to identify similarities and differences by using metaphors and/or analogies. ◎		Provides opportunities for students to engage in student-directed comparison and classification tasks and create their own metaphors and analogies.	0	Mentors other teachers in the use of strategies that engage students in identifying similarities and differences.		Minimum requirement not met.
	eacher helps student	ts extend and apply know	wled	ge by using strategie	s th	at involve generating	and	d testing
	Engages students in one or two types of structured tasks that involve generating and testing hypotheses.	and I Engages students in a variety of structured tasks that involve generating and testing hypotheses. Asks students to explain their hypotheses and conclusions.		Provides opportunities for students to design their own tasks that involve generating and testing hypotheses.		Mentors other teachers in the use of strategies that engage students in generating and testing hypotheses.	<u> </u>	Minimum requirement not met.
j. T	eacher integrates an	d uses technology in his	/her	instruction.				
	Uses technology to help students understand content and develop skills.	and Engages students in using technology to learn content, use information, communicate, and collaborate.		Provides opportunities for students to use technology to think critically, solve problems, discern reliability, and innovat49 ®		Collaborates with others to investigate how new technologies can be used to support student learning.		Minimum requirement not met.

DEVELOPING	Proficient	Accon	1PLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)				
	and	and		and					
Uses summative assessments to evaluate student progress. Selects appropriate assessments to address specific learning goals.	 Analyzes assessment data to understand patterns in learning, guide planning and instruction, and provide feedback to learners. ⊚ Uses formative and summative assessments to monitor and evaluate student progress. ⊚ Creates opportunities for students to demonstrate their learning in different ways. ⊚ 	informatifrom assactivities teaching and studelearning Makes a adjustmassessn students disabilitilanguag	cion gained sessment s to improve g practice dent	Encourages and guides colleagues to use assessment information to adjust their instructional practice.	☐ Minimum requirement not met.				
I. Teacher adapts his/her teaching to meet the needs of all students.									
	and	and		and					
Acknowledges that students have a variety of learning needs. Identifies effective practices for teaching students with special needs. Understands the roles of and collaborates with specialists who support the learning needs of students with special needs.	□ Identifies the unique learning needs of students. □ Uses a variety of strategies to differentiate instruction to meet student learning needs. □ Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. ●	Collabora a range specialis school to the special stude. Adapts and reso for the boof stude special reflective them, and their unit	of support sts within the o help meet cial needs of ents. instruction purces benefit ents with needs, ally engages and ensures que learning	Systematically solicits assistance from within and outside the school to address students' unique learning needs.	☐ Minimum requirement not met.				
tifacts and Evidence:			☐ System	to track and support stude	nts' progress using tiered				
Lesson plans Uses the adopted currindividual lessons Lesson plans supporting modifications	riculum to plan units of instr	ruction and							
	Uses summative assessments to evaluate student progress. © Selects appropriate assessments to address specific learning goals. © Acknowledges that students have a variety of learning needs. Identifies effective practices for teaching students with special needs. Understands the roles of and collaborates with specialists who support the learning needs of students with specialists with special needs. Lesson plans Uses the adopted currindividual lessons Lesson plans supportimodifications Student work samples Formative rubrics	Uses summative assessments to evaluate student progress. Selects appropriate assessments to address specific learning goals. Uses formative and summative assessments to address specific learning goals. Uses formative and summative assessments to monitor and evaluate student progress. Creates opportunities for students to demonstrate their learning in different ways. Uses a variety of learning needs. Udentifies effective practices for teaching students with special needs. Understands the roles of and collaborates with specialists who support the learning needs. Understands the roles of students with special needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses the adopted curriculum to plan units of instrindividual lessons Uses the adopted curriculum to plan units of instrindividual lessons Student work samples Formative rubrics	Uses summative assessments to evaluate student progress. Selects appropriate assessments to address specific learning goals. Uses formative assessments to address specific learning goals. Uses formative and summative assessments to monitor and evaluate student progress. Uses formative and summative assessments to monitor and evaluate student progress. Uses for students to demonstrate their learning in different ways. Uses a variety of strategies to differentiate instruction to meet students have a variety of learning needs. Understands the roles of and collaborates with special needs. Understands the roles of students with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Uses tiered interventions, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of effective practice to meet student learning needs. Uses tiered interventions, inclusion, and other models of	Uses summative assessments to evaluate student progress. Selects appropriate assessment data to understand patterns in learning, guide planning and instruction, and provide feedback to learners. Uses formative and summative assessments for address specific learning goals. Uses formative and summative assessments to monitor and evaluate student progress. Creates or opportunities for students to demonstrate their learning in different ways. Identifies effective practices for teaching students with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Uses tiered instruction to meet student learning needs of students with special needs. Uses tiered interventions, inclusion, and other support the learning needs of students with special needs. Uses tiered sudent learning needs of students with special needs. Uses tiered sudent learning needs. Uses tiered sudent learning needs of students with special needs. Uses tiered sudent learning needs of students with special needs. Uses tiered sudent learning needs. Uses tiered sudent learning needs of students with special needs. Uses the adopted curriculum to plan units of instruction and individual lessons Lesson plans supporting IEP accommodations and modifications Student work samples Formative rubrics Advanced organizers	Uses summative assessments to evaluate student progress. Analyzes assessments to evaluate student progress. Categories of the complete student progress of learning goals. Categories of the complete student progress. Creates opportunities for students to demonstrate their learning in different ways. Creates opportunities for students have a variety of learning students have a variety of learning needs. Uses avariety of learning needs. Uses avariety of learning needs. Uses iterations from the learning needs. Uses avariety of learning including needs. Uses the collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with special needs. Understands the roles of and collaborates with reversible the roles of and collaborates with special needs. Understands the roles of and collaborates with reversible the roles of and collaborates with reversible the roles of and reversible t				

Environment

Teacher creates an environment that supports learning.

а. '	a. Teacher provides an environment in which each child has a positive, nurturing relationship with caring adults.							
	Developing	PROFICIENT	ACCOMPLISHED	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)			
0 0	Interacts positively with students in the classroom. © Communicates high expectations, including high school graduation, for all students. © Communicates with students in a variety of ways, even when language is a barrier. ©	and Encourages contributions from each student in the learning environment. Recognizes the contributions of each student, regardless of background or ability.	and Teaches students strategies for holding high expectations for themselves and peers. Teaches students strategies for articulating thoughts and ideas clearly and effectively.	and Assists and advises others to provide a nurturing and positive learning environment for all students.	☐ Minimum requirement not met.			
b. '	Teacher fosters an er	ngaging learning environ	ment.					
	Creates an environment that is inviting, orderly, and respectful. Teaches the importance of cooperation and collaboration.	Assures an environment that is inclusive, supportive, and flexible. Provides opportunities for students to demonstrate cooperation and collaboration.	Provides opportunities for students to develop and demonstrate leadership skills in the classroom.	and Assists students in applying leadership skills beyond the classroom.	☐ Minimum requirement not met.			
с.	Teacher promotes po	sitive student attitudes a	about learning and produ	ctive habits of mind.				
0 0 0	Demonstrates perseverance. Communicates positive perceptions about the classroom and learning. Communicates a rationale and strategies for lifelong learning. Models taking responsibility for one's own learning.	and Engages students to take responsibility for their own learning. Implements teaching and learning strategies that engage students in critical thinking. Implements teaching and learning strategies that engage students in creative thinking. Implements teaching and learning strategies that engage students in creative thinking. Implements teaching and learning strategies that foster self-regulation.	and Uses depth of content knowledge to promote positive attitudes about learning.	and Integrates the use of critical thinking, creative thinking, and self-regulated thinking in students' everyday learning experiences.	☐ Minimum requirement not met.			

Art	ifacts and Evidence:		
	Cooperation with other instructional and student support staff Communications with parents/guardians	۵	
	Classroom rules and procedures		
	Student Surveys	_	
	Documentation and tracking of student growth/learning	–	
	objectives		

Observable, in-class practice

Support

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

а. '	Teacher works collab	oratively with families ar	nd significant adults in th	e lives of their students.	
	Developing	Proficient	Accomplished	Distinguished	NOT DEMONSTRATED (COMMENT REQUIRED)
0	Demonstrates the importance of working collaboratively with parents/guardians. Communicates with parents/guardians on a regular basis to share information about the student.	and Works collaboratively with parents/guardians to establish mutual expectations.	and Works collaboratively with colleagues to establish effective partnerships with the community to support the school. Leverages two-way communication and effective family involvement to support students' development and achievement.	and Capitalizes on family and community involvement to positively impact student achievement.	☐ Minimum requirement not met.
b. '	Teacher works collab	oratively with school per	sonnel to create a purpo	seful community.	
	Understands and follows the school's operational agreements. Understands and follows school and district policies.	□ Provides input into selection of professional development that aligns with goals and student needs. □ Collaborates with colleagues to improve the effectiveness of their department or grade level. □ Applies knowledge and skills attained from professional development with quality and fidelity.	and Leads professional growth activities and participates in decision-making processes.	and Models school- wide collaboration and innovation to support the school's mission and vision and increase collective efficacy.	☐ Minimum requirement not met.

с.	Teacher participates	in th	ne implementation of	initi	atives to	improve the	edı	ucation of students.		
0	Participates in implementing the school improvement plan.		And Monitors effectiveness of school improvement strategies as they relate to their classroom. Participates in analyzing data to develop goals and strategies for the school improvement plan.		in policie practice student Systema with coll to analyzinstructia adapt in practice	changes es and s that affect learning. atically works eagues ze on and structional s and s to improve es for		Participates in developing school and district policies and practices to improve student learning.		Minimum requirement not met.
d.	Teacher takes on lea	ders	hip roles at various l	evel	s in the e	education sy	sten	n.		
	Developing		PROFICIENT		Accom	PLISHED		DISTINGUISHED		NOT DEMONSTRATED (COMMENT REQUIRED)
0	Contributes to the establishment of positive working conditions in the school. Demonstrates high ethical standards.		and Works collaboratively with colleagues to advance professional practice at the school level. Works collaboratively with colleagues to build a shared vision and supportive culture of shared responsibility and accountability for student learning.		and Assume leadersh at the di level to a professi practice	nip role strict advance onal		Leads efforts to enact system change in support of learners.	<u> </u>	Minimum requirement not met.
Art	•		structional and student	supp	ort staff	_		development plan		
	Communications with	pare	ents/guardians			. —		in PLCs and other sch	ool a	and district
	Access and using dist support student achie		approved community re ent	esour	ces to	Collabora	auor	ı əyətemə		
	Student surveys Documentation and trobjectives	acki	ng of student growth/le	arnir	ng					

TEACHER OBSERVATION SIGNATURE FORM	
Signatures on this form substantiate that a post-observation conference was teacher and the evaluator. Be sure to sign, date, and attach this form to the CRubric Form along with any additional documents related to this observation.	
Teacher Signature	Date
Evaluator Signature	Date
Teacher comments or response attached: Yes No	
Principal Signature	 Date
(If the teacher submits written comments or a written response pertaining to the information contained from this observation a principal signature is required.)	Teacher comments or response received
Note: The teacher's signature on this form represent neither acceptance nor a contained in this report. It does, however indicate that the teacher has review and may respond to the contents in writing. The signature of the evaluator ver reviewed and that the process has been followed according to State and Loc governing the evaluation of teachers.	ved the report with the evaluator rifies that the report has been
Observation Record Signature Form-CUES Framework	

SUMMARY RATING FORMS

SUMMARY RATING FORM GRID

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

Framework Component 1 - Content	Dev	Pro			NOT DEMONSTRATED
		Pro	Acc	Dist	ND
A. ALIGNS INSTRUCTION WITH THE ADOPTED CURRICULUM AND PERFORMANCE STANDARDS.					
B. Develops and applies strategies to make the curriculum rigorous and relevant for all students.					
C. PLANS INSTRUCTION APPROPRIATE FOR THEIR STUDENTS.					
D. Knows the content appropriate to their teaching specialty.					
Overall Rating					
Framework Component 2 - Understanding	Dev	Pro	Acc	Dist	ND
A. Provides an environment that is inviting, respectful, supportive, inclusive and flexible.					
B. EMBRACES DIVERSITY IN THE SCHOOL COMMUNITY AND IN THE WORLD.					
C. Treats students as individuals.					
D. ADAPTS TEACHING FOR THE BENEFIT OF STUDENTS WITH SPECIAL NEEDS.					
E. WORKS COLLABORATIVELY WITH FAMILIES AND SIGNIFICANT ADULTS IN THE LIVES OF THEIR STUDENTS.					
F. Helps students understand new knowledge by using summarizing and note taking strategies.					
G. Helps students understand new knowledge by assigning homework and providing practice					
H. HELPS STUDENTS EXTEND AND APPLY KNOWLEDGE BY USING STRATEGIES THAT INVOLVE IDENTIFYING SIMILARITIES AND DIFFERENCES.					
Helps students extend and apply knowledge by using strategies that involve generating and testing hypotheses.					
J. INTEGRATES AND USES TECHNOLOGY IN THEIR INSTRUCTION.					
K. Uses a variety of methods to assess what each student has learned.					
L. ADAPTS THEIR TEACHING TO MEET THE NEEDS OF ALL STUDENTS.					
Overall Rating					
Framework Component – Environment	Dev	Pro	Acc	Dist	ND
A. Provides an environment in which each child has a positive, nurturing relationship with caring adults.					
B. Fosters engaging learning environments.					
C. PROMOTES POSITIVE STUDENT ATTITUDES ABOUT LEARNING AND PRODUCTIVE HABITS OF MIND.					
Overall Rating					
Framework Component – Support	Dev	Pro	Acc	Dist	ND
A. Works collaboratively with families and significant adults in the lives of their students.					
B. Works collaboratively with school personnel to create a purposeful community					
C. Participates in the implementation of initiatives to improve the education of students.					
D. Takes on leadership roles at various levels in the education system.					
Overall Rating					

SUMMARY RATING FORM - COMPONENT 1

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

Teacher	(Current Year		Status	
Teacher Position/Subject Area		∕ears Teachiı	ng		
Grade Level	F	Plan Type (che	eck plan type for the	current school ye	ar)
School		☐ Individua		tored 🗖	Directed
					Bilootod
District					
Evaluator Name	N	Mentor Nam	9 (if required)		
Evaluator Title		Mentor Posit	ion/Subject Ar	ea	
Framework Component 1 – Content					
ELEMENT	DEVELOPING	Proficient	Accomplished	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
A. Aligns instruction with the adopted curriculum and performance standards.					
B. Develop and applies strategies to make the curriculum rigorous and relevant for all students.					
C. Plans instruction appropriate for their students.					
D. Knows the content.					
Overall Rating for framework Component 1 - Content					
Comments:		Evidence/artifa	cts supporting rating	gs	
		□ A			
		□ A			
Recommended actions for improvement:					
		□ A			
		□ A			
		□ A			
Resources needed:		□ A			
		<u> </u>			
		<u> </u>			
		<u> </u>			

SUMMARY RATING FORM - COMPONENT 2 UNDERSTANDING

Framework Component 2 - Understanding

	ELEMENT	Developing	Proficient	Accomplished	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
Α.	Creates the environment for learning by setting objectives and providing feedback.					
В.	Creates the environment for learning by reinforcing effort and providing recognition.					
c.	Creates the environment for learning by using cooperative learning.					
D.	Helps students understand new knowledge by using cues, questions, and advance organizers.					
E.	Helps students understand new knowledge by using nonlinguistic representations.					
F.	Helps students understand new knowledge by using summarizing and note taking strategies.					
G.	Helps students understand new knowledge by assigning homework and providing practice.					
н.	Helps students extend and apply knowledge by using strategies that involve identifying similarities and differences.					
ı.	Helps students extend and apply knowledge by using strategies that involve generating and testing hypotheses.					
J.	Integrates and uses technology in their instruction.					
К.	Uses a variety of methods to assess what each student has learned.					
L.	Adapts their teaching to meet the needs of all students.					
OVE	ERALL RATING FOR FRAMEWORK COMPONENT 2 - UNDERSTANDING					
Com	ments:		Evidence/artifac	ts supporting rating	JS	
			a A			
Reco	ommended actions for improvement:		□ A			
			□ A			
			□ A			
_			□ A			
Hesc	purces needed:		□ A			
			<u> </u>			
			<u> </u>			
			<u> </u>			

SUMMARY RATING FORM - COMPONENT 3 ENVIRONMENT

Framework Component 3 - Environment

	ELEMENT	Developing	PR	OFICIENT	Accomplished	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
Α.	Provides an environment in which each child has a positive, nurturing relationship with caring adults.						
в.	Fosters engaging learning environments.						
c.	Promotes positive student attitudes about learning and productive habits of mind.						
0	VERALL RATING FOR FRAMEWORK COMPONENT 3 - ENVIRONMENT						
Reco	ments: pmmended actions for improvement:			oce/artifact A A A A A	s supporting rating	S	
Resc	ources needed:		_ _ _	Α			

SUMMARY RATING FORM - COMPONENT 4 SUPPORT

Framework Component 4 - Support

	ELEMENT	Developing	Р	ROFICIENT	Accomplished	DISTINGUISHED	NOT DEMONSTRATED (COMMENT REQUIRED)
Α.	Works collaboratively with families and significant adults in the lives of their students.						
В.	Works collaboratively with school personnel to create a purposeful community.						
C.	Participates in the implementation of initiatives to improve the education of students.						
D.	Takes on leadership roles at various levels in the education system.						
0	VERALL RATING FOR FRAMEWORK COMPONENT 3 - ENVIRONMENT						
Com	ments:		Evide	nce/artifact	s supporting rating	S	
				А			
				Α			
				Α			
Reco	ommended actions for improvement:			А			
				А			
				Α			
				А			
Reso	purces needed:			А			

Summary Rating Form – Signatures	
Signatures on this form substantiate that a summary-observation conference was conducted by teacher and the evaluator. Be sure to sign, date, and attach this form to the Teacher Observation Form along with any additional documents related to this observation.	
To all an Olament we	Dete
Teacher Signature	Date
Evaluator Signature	Date
Teacher comments or response attached: ☐ Yes ☐ No	
Principal Signature	Date
(If the teacher submits written comments or a written response pertaining to the information contained from this observation a principal signature is required.)	
Note: The teacher's signature on this form represent neither acceptance nor approval of the integration contained in this report. It does, however indicate that the teacher has reviewed the report with and may respond to the contents in writing. The signature of the evaluator verifies that the report reviewed and that the process has been followed according to State and Local Board of Educations in the contents of the evaluator verifies that the report verifies that the process has been followed according to State and Local Board of Educations in the contents of the evaluator verifies that the report verifies that the process has been followed according to State and Local Board of Educations in the contents of the evaluator verifies that the report verifies that the report verifies that the process has been followed according to State and Local Board of Educations in the contents of the evaluator verifies that the report verifies that the report verifies that the process has been followed according to State and Local Board of Educations in the contents of the evaluator verifies that the report verifies that the process has been followed according to State and Local Board of Educations in the contents of the contents of the evaluator verifies that the process has been followed according to State and Local Board of Educations in the contents of the conte	h the evaluator ort has been

Teacher Summary Evaluation Rating Form – CUES page 5 of 5

governing the evaluation of teachers.

RECORD OF EVALUATION ACTIVITIES

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

Evaluation Process	Teacher Signature	EVALUATOR SIGNATURE	Date
Training			
Orientation			
Self-assessment			
Data Collection			
Pre-conference			
Observation			
Post-conference			
Pre-conference			
Observation			
Post-conference			
Data Collection			
Pre-conference			
Observation			
Post-conference			
Pre-conference			
Observation			
Post-conference			
Summary Rating	_		
Summary conference and goal setting			

COUNSELOR EVALUATION RUBRIC

Standard I: School counselors demonstrate leadership.

	a. School counselors demonstrate leadership in the school.	nstrate leadership in the sch	ool.		
					Not Demonstrated
Observation	Developing	Proficient	Accomplished	Distinguished	(Comment Required)
	□. Collaborates with school	and	and	and	
	staff to creat a positive	□. Uses data from	 □. Routinely reviews and 	 □. Leads the development 	
	learning community.	multiple sources to	modifies the school	of revisions to the school	
	 □. Chooses professional 	determine the impact of	counseling program with	counseling program.	
	development activities that		the administrator.		
	foster their own	program on students and	1		
	professional growth.	the school.	□. Makes recommendations □.Provides professional	 □.Provides professional 	
			for program revisions.	development at the district,	
	□. Identifies data that	□.Creates data driven	1	state, or national level.	
	aligns the school counseling goals and strategies that	goals and strategies that	\Box . Mentors and supports		
	program with the school	align with the school	colleagues on issues related		
	improvement plan.	improvement plan.	to counseling students.		
		ı	ı		
		 □.Provides input in the 	□.Shares student and		
		selection of professional	program data with		
		development for school	stakeholders.		
		staff.	1		
			 □.Provides professional 		
			development within the		
			school to address student		
			needs.		
	b. School counselors enhance th	ce the counseling profession.	n.		
	□. Contributes to positive	and	And	and	
	working conditions	□. Supports the	Strives to improve and	Enhances the prefession at	
	 □. Collaborates with 	professional growth of	enhance the profession	the district, state, and/or	
	colleagues to improve the	individual school staff	within the school by	national level by:	
	profession.	members on the	 □. Stays current on 	 □. Conducting presentations 	
		application of best	evidence-based literature	 □. Writing articles 	
		practices	on school counseling.	 □. Serving on boards, 	
			□. Helps to establish a	committees or task forces	
			positive school climate.		
			□.Shares best practices with		
			colleagues.		

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

Administrator/Counselor Annual Agreement

School Counseling Program Action Plan and Results Data Professional Development Documentation

Analysis of School & Counseling Program Data Individual Growth Plan

PLC & Other Meeting Documentation

Additional Certifications

COUNSELOR EVALUATION RUBRIC

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

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

	d. School counselors recogn	ize students are diverse an	d. School counselors recognize students are diverse and adapt their services accordingly.	ngly.	
					Not Demonstrated
Observation	Developing	Proficient	Accomplished	Distinguished	(Comment Required)
	□. Collaboratively identifies	pue · · ·	and	· · · and	
	and prioritizes student	 □. Provides appropriate 	 □. Collaborates with others 	 □. Adapts services based on 	
	needs based on data,	services to meet	to create a customised plan the academic,	the academic,	
	referrals, observations, and individual student, small	individual student, small	of action that guides follow- social/emotional, and career	social/emotional, and career	
	other sources of	group, and classroom	up services to meet	needs of students.	
	information.	needs.	students' varied needs.	 □. Adapts services to 	
				address the customized plan	
				of action for the school.	
	e. School Counselors work c	ollaboratively with the fam	e. School Counselors work collaboratively with the families and significant adults in the lives of their students.	the lives of their students.	
	 □. Responds to family and 	one	and	and	
	community concerns.	 □. Communicates and 	 □. Develops and utilizes 	Promotes and builds	
		collaborates with the	community partnerships	trust, understanding and	
		home and community for	and resources.	partnerships throughout the	
		the benefit of students.		school community.	
			 □. Seeks solutions to 		
			overcome barries that stand		
			in the way effective family		
			and community		
			involvement.		
Examples of Artifacts	210				

Meeting Documentation

Parent Contact Logs

School Improvement Plan Implementation Documentation

Curriculum and Materials Used

Curriculum Map/Action Plan

Data Collection and Analysis Activities

Documentation of formal and informal mentoring

Sign-in Sheets for Parent Activities

Surveys

Professional Development Documentation

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

	School Company alian their programs to support student success at USD 362	beir programs to support st	11 dent success at USD 262		
					Not Demonstrated
Observation	Developing	Proficient	Accomplished	Distinguished	(Comment Required)
	□. Understand the	and	· · · and	and	
	importance of aligning	□. Implements an	 □. Implements and/or 	 Leads professional 	
	evidence-based practices	evidence-based practices	assists school staff in	development in strategies	
	and programs with the	and programs aligned	implementing strategies to	that assist student in being	
	Kansas Comprehensive	wtih the Kansas	assist students in being	successful.	
	School Counseling Program. Comprehensive School	Comprehensive School	successful.	 Communicates effective 	
		Counseling Program.		practices beyond the school	
				level.	
	b. School Counselors under	stand how their profession	al knowledge and skills suppc	b. School Counselors understand how their professional knowledge and skills support and enhance student success.	SS.
	 □. Understands the 	and	pue	· · · and	
	connections between	□. Applies theories and	□. Collaborates in the	 □. Leads professional 	
	theories and evidence	research about human	development of strategies	development on	
	based research about	development and student	based on evidence-based	connections between	
	human development,	learing in counseling	resarch theories about	theories and research about	
	student learning, and	programs and services	humand development,	human development and	
	student success.	designed to enhance	student learning and	student success.	
		student success.	student success.		
				 □. Leads professional 	
				development beyond the	
				school level.	
	C. School Counselors recogn	nize the interconnectedness	s of the comprehensive schoo	C. School Counselors recognize the interconnectedness of the comprehensive school counseling program with academic content	demic content
	areas/disciplines.				
	□. Understands how the	and	pue	and	
	school counseling program	□. Collaborates with	 □. Provides assistance to 	□. Shares data from the	
	relates to other content	school staff to help them	school staff as they	implementation of the	
	areas/disciplines.	understand how the	integrate the school	school counseling progarm	
		school counseling	counseling program into	with school staff.	
		program relates to their	their content		
		content area/discipline.	area/discipline.		

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

Examples of Artifacts School Counseling Program Calendars Curriculum Action Plans

Needs Assessments

Teacher Lesson Plans PLC Documentation

Closing the Gap Action Plans

Accountability/Results Reports

Surveys

Meeting Minutes

Professional Development Documentation

Pre & Post Tests

Standard IV: School Counselors promote learning for all students.

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

	c. School Counselors use a variety of delivery methods.	rariety of delivery methods.			
					Not Demonstrated
Observation	Developing	Proficient	Accomplished	Distinguished	(Comment Required)
	□. Assists students with	and	and	and	
	developing academic,	 □. Provides a wide range 	Montiors plan	 □. Stays abreast of 	
	social/emotional, and	of evidence-based	implementation to assure:	emerging research	
	career goals (individually or developmentally	developmentally	 □. The majority of time is 	areas and new and	
	in groups).	appropriate prevention,	spent providing direct and	innovative materials	
		intervention, and	indirect student services.	and incorporates them into	
	 □. Develops a plan for the 	responsive services.	1	lesson plans and	
	effective use of time, based	1	 □. Services provided are 	instructional strategies.	
	on program priorities and	 □. Implements a plan for 	based on program priorities		
	student needs.	the effective use of time,	and student needs.		
		based on program			
		priorties and student	 □. Adapts program plan and 		
		needs.	activities based on student		
			needs.		
		 □. Employs appropriate 			
		and available technology			
		to enhance service			
		delivery.			
	d. School Counselors help st	tudents develop critical thir	d. School Counselors help students develop critical thinking and problem-solving skills.	ilis.	
	 □. Helps students learn 	and	and	and	
	problem-solving techniques	□. Assists students in	□. Addresses issues that	 □. Encourages and 	
	that incorporate critical	using problem solving,	interfere with students'	assists teachers	
	thinking and other 21st	critical thinking, and other ability to problem-solve,	ability to problem-solve,	throughout the school to	
	century skills.	21st century skills.	think critically, and use	integrate critical thinking	
			other 21st century skills.	and problem solving skills	
				into their instructional	
				practices.	

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

Examples of Artifacts

Action Plans

Advisory Council Documentation

Counselor Webpage Annual Agreement between Admin & Counselor

Lesson Plans

Resource Checklist

Training Documentation

Observation Results

Surveys

Approved Program Goals

Time/Task Analysis

Standard V: Teachers reflect on their practice.

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

	c. School Counselors function effectively in a complex, dynamic environment.	on effectively in a complex,	dynamic environment.		
					Not Demonstrated
Observation	Developing	Proficient	Accomplished	Distinguished	(Comment Required)
	□. Understands the need to	pue · · ·	and	and	
	engage in active reflection	 □. Actively investigates 	 □. Monitors the impact of 	 □. Locates and utilizes 	
	about practice (e.g. written and considers new ideas	and considers new ideas	adaptations to professional	resources to intergrate	
	journals, PLCs, discussions	that improve the school	practice on student	necessary change into	
	with colleagues and	counseling program	academic, career, and	ongoing practices.	
	mentors).	ı	social/emotional	1	
		 □. Collaborates with 	development.	□. Contributes to the	
		students, staff, parents,		enhancement of the school	
		and other stakeholders to		counseling profession.	
		implement improvements			
		to student academic,			
		career, and			
		social/emotional			
		development.			
		 □. Engages in active 			
		reflection about practice.			
Examples of Artifacts	cts				
Student Achievement Data	ent Data				
Records of student behavior	behavior				

School Climate Data	
Student Feedback	
Parent Feedback	
Stakeholder Feedback	
Self-assessment	
Documentation of continuing education	
Program Assessment	
Resource Checklist	Counselor Signature
Documentation of active reflection	
Accountability Reports	

Date

Date

Principal/Evaluator Signature

Name: Date:	::				
Essential Functions	Developing	Proficient	Accomplished	Distinguished	Comments
Administers standardized and supplemental assessments for the purpose of measuring the intellectual, adaptive, academic, social-emotional development of children and determining eligibility for services in compliance with regulatory requirements.					
Assesses student's functional capabilities for the purpose of determining student's functional level and developing recommendations and placement.					
Collaborates with internal and external personnel (e.g. gifted services, foster care, etc.) for the purpose of implementing and maintaining services.					
Communicates with students, parents, teachers, and other personnel for the purpose of evaluating situations, solving problems, and resolving conflicts.					
Compiles information from a variety of sources (e.g. teachers, nurses, mental health agencies, other professionals; maintains student files for caseload, etc.) for the purpose of producing a comprehensive evaluation report in compliance with established guidelines.					
Consults with teachers, parents, other personnel, and outside professionals for the purpose of providing requested information, developing plans for services, and making recommendations.					
Coordinates assigned activities (e.g. IEP meetings, manifestation meetings, evaluations, etc.) for the purpose of completing activities in a timely manner and in accordance with legal requirements.					
Counsels students, parents, and guardians for the purpose of enhancing student success in school.					
Facilitates meetings, processes, etc. (e.g. evaluations, IEPs, etc.) for the purpose of meeting curriculum guidelines and ensuring that state and federal mandates are achieved.					

Oversees the office secretary for the purpose of monitoring performance and achieving overall objectives of the department.		
Participates in meetings, workshops, clinics, and seminars as assigned (e.g. general education intervention meetings, birth to three clinics, etc.) for the purpose of conveying and/or gathering information required to perform functions.		
Prepares a wide variety of complex written materials (e.g. extension requests, correspondence, memos, behavior plans, medicaid billings, reports, required documentation, Psych Ed Summary, Psych Report, etc.) for the purpose of documenting activities, providing written reference, and conveying information.		
Researches resources and methods (e.g. intervention and treatment techniques, assessment tools and methods, community resources, etc.) for the purpose of determining the appropriate approach for addressing student's functional goals.		
Bidds a positive rapport with students, parents and other staff members.		
Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.		
Regular attendance is required.		
Regular attendance is required.		
Superintendent's Comments		
Evaluator	Evaluatee	
Date	Date	
) 5	

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

Professional Employee:		School:	
		Date:	
Professional Employee Signature	Γ	Date	
Administrator Signature	- 	Date	

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

JSD 262 Plan of Improvement		ent Date of Development:
JOD 202 1 14.		CITC
Licensed Staff Member:	Position:	Evaluator:
	ed to address concerns in the lic List a maximum of 3 focus area	censed staff member's classroom instruction or as.
Focus Area #1:		
Area of Concern		
i		
Measurable		
Goals/Objectives		
Proposed Activities With Timeline		
With Timeline		
Assessment Method		
Focus Area #2:		
Area of Concern		
Measurable		
Goals/Objectives		
Proposed Activities With Timeline		
Assessment Method		

Focus Area #3:		
Area of Concern		
Measurable Goals/Objectives		
Proposed Activities With Timeline		
Assessment Method		
Additional Resources/Support:		
Professional Employee Signature	Date	
Administrator Signature	 Date	

A signature on this form indicates the receipt of the document, but does not necessarily indicate agreement with the statements. A copy of additional comments submitted will be attached to this form.

USD 262 Plan of Improvement		Date of Review:	
	ess Review		
Licensed Staff Member:	Position:	Evaluator:	
Progre	ss Review (please use assessm	ent method outlined in POI)	
Focus Area #1			
Focus Area #2			
Focus Area #3			
Additional Notes or Changes	to Plan:		
	Staff Member to the District Evalu		
 Begin the Proces 	ensed Staff Member on Current Pl ss for Non-Renewal	an of Improvement Until (Date)	
• begin the Ploce:	ss for Termination		
Professional Employee Signate	ure Da	ate	

A signature on this form indicates the receipt of the document, but does not necessarily indicate agreement with the statements. A copy of additional comments submitted will be attached to this form.

Administrator Signature

Date

GRIEVANCE PROCEDURE INSTRUCTIONS

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

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

- 1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved and what occurred.
 - Detailed information of the facts involved, the relevant contract provisions, board policies, or administrative regulations or practices, and the manner in which they are related are extremely important in order to provide a basis upon which a fair, thorough and expeditious decision may be made.
- 2. Under Section B of the Grievance Report Form, those relevant contract provisions, board policies, or administrative regulations or practices which the grievant contents have been violated, misinterpreted, or misapplied, should be specified.
- 3. Under Section C, the grievant should state his/her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract, board policies, or administrative regulations or practices has occurred.
- 4. Under Section D, the grievant should specify the relief which he/she desires as a result of the grievance.

GRIEVANCE PROCEDURE APPENDIX

UNIFIED SCHOOL DISTRICT #262 GRIEVANCE REPORT FORM

PROCEDURE (2) (3) (4)		Date Filed:	
(Circle one to indicate level of Grievance)			
Name of Grievant:	Building:	Assignment:	
A. Date cause of grievance occurred:			
D D 1	1		
B. Relevant contract provisions, Board	policies, or admi	nistrative regulation	is or practices:
		1.1 1	1 11::: 1 :::
C. Statement of grievant's claim (stateme	ent of facts upon	which grievance is b	aseduse additional pages if necessary):
D. Relief desired:			
Signature:		Date:	
		Date Receive	d:
		11:4: 1 :0	\
E. Disposition by the appropriate admir	nistrator (attacn	additional pages if i	iecessary):
		I a .	
		Signature:	
		Date:	

Area	Level 1 Contact	Level 2 Contact	Level 3 Contact	Level 4 Contact	Level 5 Contact	Level 6 Contact
				Asst		
Athletics/Activities	Coach / Sponsor	Athletic Director	Principal	Superintendent	Superintendent	Board of Education
Athletic Facilities	Athletic Director	Principal	Dir. of Maintenance & Groounds	Asst. Superintendent	Superintendent	Board of Education
Transportation/ Bus Discipline	Driver	Principal/ Assistant Principal	Transportation Director	Asst. Superintendent	Superintendent	Board of Education
Computers/ Technology	Teacher	Principal/ Assistant Principal	Technology Director	Asst. Superintendent	Superintendent	Board of Education
Curriculum, Instruction, Assessment	Teacher	Principal	Exec. Director of Academic Affairs	Superintendent	Board of Education	
Custodial	Lead Custodian	Principal/ Assistant Principal	Dir. of Maintenance & Groounds	Asst. Superintendent	Superintendent	Board of Education
Discipline	Teacher	Principal/ Assistant Principal	Asst. Superintendent	Superintendent	Board of Education	
Fees/ Outstanding Accounts	Building Bookkeeper	Principal	Finance Director	Superintendent	Board of Education	
Facilities	Principal/ Assistant Principal	Dir. of Maintenance & Groounds	Asst. Superintendent	Superintendent	Board of Education	
Food Service	Kitchen Manager	Food Service Director	Asst. Superintendent	Superintendent	Board of Education	
General Student Concerns	Teacher	Principal/ Assistant Principal	Asst. Superintendent	Superintendent	Board of Education	
Guidance/ Counseling	Counselor/ Social Worker	Principal/ Assistant Principal	Exec. Director of Academic Affairs	Superintendent	Board of Education	
Maintenance/ Grounds	Principal/ Assistant Principal	Dir. of Maintenance & Groounds	Asst. Superintendent	Superintendent	Board of Education	
Social Media	Teacher/ Sponsor/ Coach	Principal/ Asst. Principal/ A.D.	Communications Director	Asst. Superintendent	Superintendent	Board of Education
Special Education	Teacher	Principal/ Assistant Principal	Special Education Coordinator	Special Education Director	Superintendent	Superintendent's Council/ Board of Education

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness <u>may</u> take up to **26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is <u>not</u> paid leave, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an $eligible\ employee$ if \underline{all} of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you must:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You do <u>not</u> have to share a medical diagnosis but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You <u>must</u> also inform your employer if **FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer** <u>may</u> request certification from a health care provider to verify medical leave and may request certification of a qualifying exigency.

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

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your $employer \underline{must}$:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer** <u>cannot</u> interfere with your FMLA rights or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer** <u>must</u> **confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer** <u>must</u> **notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit dol.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process**.



WAGE AND HOUR DIVISION UNITED STATES DEPARTMENT OF LABOR



Hazardous Waste Inspection, Notification, and Disposal Procedures

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

<u>Inspection for Hazardous Waste</u>

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

Notification of Hazardous Materials/Waste

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

Disposal of Hazardous Materials

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

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

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

Hazardous Waste information can be found here:

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

Chemical and Hazardous Waste Self-Inspection Checklist

Campus	Building		Room(s)
Inspector's Name (Print)		_ PI/Supervisor Name (Print)_	
Date	Inspector's Signature		

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