

## Negotiated Master Agreement (2011-2012)

### ARTICLE I. Definitions

- A. **ADMINISTRATION:** All employees so designated by the Board as serving the District in an administrative capacity.
- B. **ASSOCIATION:** Hugoton Education Association, affiliated with the Kansas National Education Association and the National Education Association.
- C. **BOARD:** The Board of Education of Unified School District 210, Hugoton, Stevens County, Kansas.
- D. **DAYS:** Except when otherwise indicated, days shall mean school days.
- E. **DISTRICT:** Unified School District (USD 210)
- F. **EMPLOYEE:** The terms “employee” and “teacher” may be used interchangeably, but shall mean the same.
- G. **He, Him, His:** Shall apply as appropriate to the male and/or female person(s).
- H. **KNEA:** Kansas National Education Association
- I. **NEA:** National Education Association
- J. **SUPERINTENDENT:** Superintendent of Schools of Unified School District 210, Hugoton, Kansas.
- K. **TEACHER:** All employees of the Board in positions which require a license issued by the State Board of Education, but shall not mean any such person who is an administrative employee.
- L. **IMMEDIATE SUPERVISOR:** Refers to the building principal.
- M. **IMMEDIATE FAMILY:** This shall include husband or wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, son-in-law and daughter-in-law. This would include any person whose regular residence is in the home of the employee.
- N. **EXTRA DUTY PAY:** Reimbursement for activities such as gate-keeping, score book, etc.
- O. **SUPPLEMENTAL PAY:** Reimbursement for those activities covered by supplemental contracts such as coaching, music and sponsorships.
- P. **DAILY RATE:** One, divided by the number of days in the professional employee’s annual contract, times his/her salary.
- Q. **EXTENDED DAY CONTRACTS:** Days in addition to the regular work year which are contracted with the individual professional employee and which are approved by the Board.
- R. **PAY FOR EXTENDED DAY CONTRACTS:** Professional employees will be compensated for each day of an extended contract at his/her daily rate, or a proportionate amount if working under a part-day contract.
- S. **SALARY DEDUCT:** A salary deduct, if necessary, will be an amount equal to the daily rate of the professional employee so affected; however, in the event a professional employee has used up all his/her accumulated sick leave, the deduct will be 1/270th of the employee’s annual contract.

**ARTICLE II. GENERAL PROVISIONS**

Section A. **RECOGNITION**

The Board of Education at its meeting on December 13, 1971 officially recognized the Hugoton Education Association for the purpose of professional negotiations under K.S.A. 725412, et.seq., as the exclusive representative for the professional employees of USD 210.

The bargaining unit shall be defined as those employees of the Board in positions which require a license issued by the State Board of Education, but shall not mean any such person who is an administrative employee.

Section B. **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, such provision or application shall not be deemed valid or substituting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Section C. **RATIFIED AGREEMENT DISTRIBUTION**

Once the Agreement has been ratified by both parties, it will be compiled in the final form by the Board. Both parties will proof read the final copy and will attest to its accuracy by signatures of the appropriate representative(s) of both parties.

After sufficient copies have been made, at the expense of the Board, a copy will be distributed to each teacher presently employed and to each teacher newly employed during the term of this Agreement.

**ARTICLE III. SALARY AND WAGES**

Section A. **SALARY SCHEDULE REGULATIONS**

1. **Initial Placement on the Salary Schedule** (see attached salary schedule)

**Outside Experience** - Professional employees in their first year of employment with USD 210 will receive a maximum of seven (7) years credit for outside experience; however, the Board reserves the right to grant additional years if it feels it is in the best interest of the District.

**Education** - Professional employees in their first year of employment will receive full credit for their education when determination is made on column placement; provided, however, that credit for hours above a degree will be given only after the date a degree was conferred, or only after the date the employee became eligible to receive his/her teaching license.

2. **Advancement on the Salary Schedule**

**Vertical Movement:** A teacher may move no more than one step vertically per year.

**Horizontal Movement:** With approval of the administration, in advance, both undergraduate and graduate hours may be used for horizontal advancement.

**Deadline - Horizontal Movement:** In order for a professional employee to be eligible for horizontal advancement on the salary schedule, evidence of hours earned (transcript, letter from appropriate college official, grade report, etc.) must be filed in the superintendent's office no later than November 1st; otherwise, the employee will not qualify for horizontal advancement until the succeeding school year.

3. **Activity Pay**

Section A.

Activity pay at the rate of \$10 per hour for any certified personnel to work and take tickets, keep books, run the clock, and other duties at activities after contract hours have been fulfilled - effective at ratification of the negotiated agreement. This opportunity is open to all certified personnel of the District. In the event there are no volunteers, the High School Principal can assign High School teachers to work various assignments.

Section B.

All USD 210 certified staff will be given a District Activity Pass. A staff member can volunteer to work activities totaling 3 events to receive a League Pass. The district sign-up sheet for activities outside the duty day will clearly specify the number of events to be credited for each activity. Additional activities will be subject to "activity pay" according to the negotiated agreement.

4. **In-service Pay**

The District will pay \$15 per hour, up to 24 hours maximum, for continuing teacher education (in-district), outside the regular school day.

5. **Dual Credit Pay**

The college instructor fees received by the District from the college shall be paid 100% to the teacher.

6. **Testing Out Program**

\$15.00 per hour, not to exceed \$75 per student.

7. **Distance Learning Instructor**

\$250.00 per semester.

8. **Committee Pay** (Language change mutually agreed upon August 31, 2006)

\$10.00 per hour for teachers to serve on administratively called committee and school improvement work outside the contract day. The pay for the Building Leadership Committee will be \$15.00 per hour.

9. **ESL Stipend**

There will be a \$750 stipend disbursed annually October 1 for teachers who have an ESL endorsement. Any teacher who obtains an ESL endorsement after this date will be paid upon completion.

Section B - **SUPPLEMENTAL SCHEDULE REGULATIONS**

Special Provisions:

1. The activity supplemental is computed by multiplying appropriate % x base salary. Refer to the attached Athletic and Activity Supplemental Schedules.
2. The percentages shown on this schedule represent the minimum. The Board retains the right to increase the minimum to reward performance and/or experience.

HUGOTON USD 210  
2011-2012 SUPPLEMENTAL SALARY SCHEDULE

**High School Academic**

Debate	High School	\$	2,550	
Forensics	High School	\$	1,950	
FBLA	High School	\$	1,000	
FFA	High School	\$	2,500	
Concessions	High School	\$	2,000	
Journalism	High School	\$	1,500	
Instrumental Music	High School	\$	3,500	
Vocal Music	High School	\$	2,500	
Scholar Bowl	High School	\$	1,500	
All School Musical/Play	High School	\$	3,000	
Freshman Sponsor	High School	\$	300	1/2 per sponsor
Sophomore Sponsor	High School	\$	500	1/2 per sponsor
Junior Sponsor	High School	\$	3,600	1/3 per sponsor
Senior Sponsor	High School	\$	1,600	1/2 per sponsor
National Honor Society	High School	\$	1,200	
Student Council	High School	\$	1,700	
Web Page District	High School	\$	1,603	
Yearbook	High School			Hourly

**Middle School Academic**

Student Council	Middle School	\$	1,500	
Quiz Bowl	Middle School	\$	1,200	
Yearbook	Middle School	\$	1,000	
Science Fair	Middle School	\$	500	

**Elementary School**

Honor Choir	Elementary School	\$	2,000	
Yearbook	Elementary School	\$	500	
Spelling Bee Sponsor	Elementary School	\$	100	

These are total dollar amounts per activity. Activities with more than one sponsor will have dollars divided equally among involved parties.

**USD 210**

**Middle/High School Supplemental Athletic Salary Schedule**

**2011 - 2012**

13%	11%	10%	8%	7%	6%	5.50%	5%	4%	3.50%	3%
HSHD Football	HSHD Volleyball	HD Baseball	Assoc HS Asst Track	HD Golf	All MS HD Coaches	HS BB Cheer	Asst Golf	MS Asst FB/BBNB/WR	MS BB Cheer	MS FB Cheer
HSHD Basketball		HD Softball	Assoc MS Asst Track	HS Asst Volleyball	All Asst Track	Dance	HS FB Cheer			
HSHD Wrestling		HD Track	HS Asst Football		Asst Cross Country		HS WR Cheer			
		HD X Country	HS Asst Basketball		Asst Baseball					
			HS Asst. Wrestling		Asst Softball					

Years of Exp. % Inc./Yr

0	BASE
1	0.25
2	0.25
3	0.50
4	0.50
5	0.50
6	0.50
7	0.50
8	0.50
9	0.50
10	0.50
11	0.50
12	0.50
13	0.50
14	0.50
15	0.50

**CAPS ON YEARS OF EXPERIENCE**

HIGH SCHOOL HEAD COACHES Up to 15 year experience

HIGH SCHOOL ASST. COACHES Up to 10 year experience

MIDDLE SCHOOL HEAD COACHES Up to 12 year experience

MIDDLE SCHOOL ASST. COACHES Up to 15 year experience

\$500 Cap put on positions that experience a wage cut.

All USD 210 coaches will be grandfathered in at the 2010/2011 level.

**Section C - LUNCHROOM SUPERVISION**

Time provided at noon for primary teachers. The time is to be worked out by the administrator. Teachers are to assist in the lunchroom the first few weeks, especially first grade.

**Section D - COLLEGE HOUR REIMBURSEMENT**

The District will pay \$150.00 per credit hour for college reimbursement with superintendent approval.

**Section E - ACTIVITY BUS DRIVERS**

Teachers who drive activity buses will be paid drivers' wages for the actual driving time outside the regular work day (8:00 a.m. - 4:00 p.m.) or days school is not regularly in session.

Section F - **UNUSED SICK LEAVE**

Upon retirement, disability, or death (after 10 years service), teachers will be reimbursed \$10.00 per day for unused sick leave accumulated.

Section G - **PAY PERIOD**

Pay periods will be the first and fifteenth of the month. For the second pay period of the month, in the event the 15<sup>th</sup> falls on a weekend, checks will be issued by 10:00 a.m. Friday and the Central Office deposits will be made to our local bank on Thursday afternoon.

Section H - **TRAVEL EXPENSES**

The Board shall provide reimbursement for expenses incurred in travel related to the performance and duties of the District's employees when approved in advance by the superintendent.

Authorization for reimbursed travel expenses will be considered by the superintendent. Mode of travel will be based on the availability of transportation, distance and number of persons traveling together. In air travel, a first class fare will be reimbursed only when coach space was not available.

Receipts for transportation, parking, hotels or motels, meals and such other expenses for which receipts are ordinarily available will be attached to expense vouchers. For the authorized use of a personal car, staff members will be reimbursed at a mileage rate established by the state.

Travel between buildings or in the district in the exercise of official assignments will be reimbursed at a mileage rate established by the Board.

If pre-approved travel, a credit card may be provided. Meal allowance will be determined according to the following criteria:

1. All meals incurred out of town on District business shall be reimbursed at \$7.00 per meal for business not requiring overnight stay.
2. This includes coaches.
3. Evening meal reimbursed if out of town past 7:00 p.m.
4. Overnight stays out of town for the District will be reimbursed at \$7.00 per quarter an employee is gone away from his or her home. Quarters shall be defined in 6-hour increments starting with midnight and proceeding as follows:

1st quarter	12:01 a.m. to 6:00 a.m.
2nd quarter	6:01 a.m. to 12:00 p.m.
3rd quarter	12:01 p.m. to 6:00 p.m.
4th quarter	6:01 p.m. to 12:00 a.m.

Section I - **NOTIFICATION OF DISTRICT VACANCIES**

All employment opportunities will be posted in a designated location in each building, listed in email, and listed on the district web site.

**ARTICLE IV. HOURS AND AMOUNTS OF WORK**

**Contract Year**

- A. The work year (contract period) for District teachers during the 2011-2012 school year will be 183 days. Student contact days will be at least 171.5 days.

B. There will be six (6.5) days during the contract year for teacher-in-service days. There will be five (5) teacher work days that will continue to be scheduled during the school year for work in the classroom (i.e. at the end of each quarter). Of these five work days, up to two (2) hours per day may be used for building meetings.

C. Summary of a contract year would be as follows:

Student contact days	171.5 days
Professional Development Days	6.5 days
Teacher work days	<u>5 days</u>
Total	183 days

Consideration will be given to each teacher’s teaching and coaching/sponsorship activities when scheduling in-service activities.

Part-time teachers will be expected to attend all in-service programs offered by the District in the same proportion to the time they teach in the District.

Teacher contract days and student contact days and times will be re-negotiated for 2012-2013.

**Duty Day**

The normal work day for teachers shall be from 8:00 a.m. until 4:00 p.m., Monday through Friday. Teachers who wish to leave the building during the school day shall report to the building office to register their destination, time of leaving and time of expected return to the school. No teacher is to leave when they are responsible for students.

The duty day is defined as follows:

High School: The schedule will include student contact time from 8:10-3:30 pm and allow for professional collaboration (PLC), planning, enrichment, and seminar.

The schedule will be created by the high school principal, high school counselor, and high school teacher led committee (appointed by an HEA representative and the high school principal). The BOE will approve the schedule.

Middle School: The schedule will accommodate seven or eight class periods including a planning period and professional collaboration (PLC) period for each teacher.

Elementary School: The schedule will include student contact time from 8:15 am to 3:30 pm and allow for professional collaboration (PLC) and planning.

Early Childhood

Development Center: The schedule will include student contact time from 8:05 am to 3:30 pm and allow for professional collaboration (PLC) and planning.

**Substitutes**

A substitute will be provided when possible for art, music and physical education at the elementary school.

**Summer Contracts**

Contracts for summer school are to be issued on June 1 of each year.

**ARTICLE V. LEAVES**

Section A - **SICK LEAVE**

Each teacher will begin each school year with ten (10) sick leave days. These days may accumulate to 80.

## Section B – SICK LEAVE POOL

The purpose of the emergency sick leave pool is to furnish additional sick days for certified staff under the negotiated agreement. This leave can only be used during the school year after the teacher has exhausted all regular accumulated sick leave and discretionary leave. Leave will be granted for catastrophic illness or injury of the employee only, on a first-come, first-ask basis.

The emergency sick leave pool will be funded by the days that the certified staff has over the 80-day maximum sick leave that is given to each employee on July 1 of each year. All days over the 80-day accumulated sick leave the employees receive will be put into an emergency sick leave pool with an accumulation not to exceed 80 days for the pool.

The maximum number of emergency sick leave pool days that may be used by one employee during the school year is 20 days. A written application along with a physician's statement documenting the nature of the catastrophic illness or injury must be sent to the building principal. The Emergency Sick Leave Pool Committee will meet within 10 calendar days after receiving the application to consider the request. The application may be sent to the building principal before the employee's regular sick leave ends.

The Emergency Sick Leave Pool Committee will consist of six members. One member from each of the four schools ("Primary, Intermediate, Middle, and High School"), the Superintendent and the building principal from the building of the applicant. All members will meet to determine each request; however, the committee member representing the same building as the applicant will not vote. The building principal and superintendent will vote in all cases.

The committee members will serve for a period of two years. The Primary and Middle School members will be elected on even calendar years and the Intermediate and the High School members will be elected on odd calendar years. If a member of the committee leaves the employment of USD 210 before the end of his/her term, the committee will appoint a new committee member from the affected building. The committee members will be in place by September 1 of each year.

The emergency sick leave bank may not be used to cover employees who are receiving pay, salary protection payments, and disability insurance payments or are eligible to receive compensation from workers' compensation or KPERS disability.

## Section C – SICK LEAVE DONATION

Emergency, sick and/or bereavement leave will be 10 days per year cumulative to 83 days (this includes 3 personal days).

1. Teachers in USD 210 shall be allowed to transfer leave days to any teacher who, due to illness or accident, has used all of his/her leave sick and personal leave days. No teacher will be able to use more than 83 days of his/her own leave and/or donated time. These transfers shall be made only on an "as needed" basis. The maximum an employee can donate per school year is ½ of their accumulated sick leave available the first day of the contract year. The building administrator of the employee receiving the leave has the discretion to decline leave transfer if a pattern of abuse has been established by the recipient employee.
2. Donated days may be banked during the school year. Banked days that are unused will revert back to the donating employee at the end of the school year.

## Section D - DISABILITY

When a teacher desires to continue in the performance of duty during the period of time from the date of giving notice to the superintendent to the date of disability, the teacher shall be permitted to do so only when the teacher's physician statement indicates that said teacher is physically capable of continuing to perform assigned duties. Such statement shall establish the time period, in the opinion of said physician, during which the teacher is expected to be capable of performing said duties.

After consultation with the teacher, the teacher's immediate supervisor, if any, and principal, the superintendent shall determine whether or not the teacher is capable of performing assigned duties up to the date requested by the teacher.

In no event shall the Board be obligated to permit a teacher anticipating a state of disability to continue in the performance of duty where the performance of said teacher has substantially declined from the performance shown by the teacher prior to consultation with the superintendent provided in the paragraph immediately preceding.

The statement of the teacher's physician concerning the teacher's general health and physical capacity to work shall be submitted for board consideration together with the recommendation of the superintendent concerning the teacher's continued performance of assigned duties. The Board will consider both the recommendation of the superintendent and the physician's statement when acting to allow said teacher's continued performance of assigned duties after notification of the anticipated disability. The Board reserves the right to have the teacher examined by a physician of the Board's choice at District expense.

Failure or refusal of the teacher to furnish a physician's report or to be examined by the Board's physician shall preclude the teacher from receiving any sick leave benefits for any disability and affect a waiver of said eligibility to resume assigned duties.

If the teacher does not agree to the findings of the superintendent, the teacher may request a hearing before the Board to state reasons for continuance of assigned duties. The hearing must be requested by the teacher in writing within a reasonable period of time prior to the regular board meeting when said teacher's future employment status will be determined. Said request will be delivered to the superintendent or the clerk of the Board.

The Board will make its decision within a reasonable period of time after hearing all of the evidence presented by the teacher, the superintendent and the teacher's physician. Said decision will be based on the evidence presented at the hearing.

Whenever, in the opinion of the Board, the dates for commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of students, the requested dates may be changed by the Board. The teacher shall resume assigned duties no later than the first day of the school year following the date that the teacher was declared eligible for resumption of duties. Failure to appear for resumption of duties shall be deemed a resignation by the teacher.

When it is mutually agreed to between the teacher and the Board that the teacher will not resume contracted duties for the school year in which the teacher would be eligible to resume duty, the teacher shall be separated from employment as provided by law. The Board will have discharged its responsibility after offering to allow the teacher to resume duty in the first vacancy for which the teacher is certified that occurs after the teacher has been declared eligible for resumption of duty.

**Returning to Duty** - The teacher who submits a written physician's report that the teacher is physically fit for full-time employment may be declared eligible for resumption of duties.

If the superintendent or the teacher's immediate supervisor has a good faith doubt that the teacher is capable of resuming regular classroom duties, the superintendent shall conduct an inquiry to determine whether the teacher is capable of resuming regular classroom duties. The findings and conclusions of the superintendent's inquiry will be given to the teacher in writing at the conclusion of the investigation. If the findings and conclusions are contrary to the opinion of the teacher and the teacher's physician, the teacher may request a hearing before the Board to resolve the matter. The request for said hearing shall be given to the clerk of the Board in writing within a reasonable period of time after receipt of the superintendent's report. The Board will hold the hearing its next regularly scheduled board meeting.

If the Board has a good faith doubt that an employee not returning to duty after a disability, is unable to resume contracted duties, the Board may request that the employee be examined by a physician of the Board's choice at district expense. If the physician's report is that the employee is able to resume work, the Board may require the employee to do so or to be placed on unpaid leave and possible suspension. The employee may request a hearing to resolve the matter before the Board as herein provided previously.

**Extensions and Reductions of Leave** - Where disability leaves have been approved, the beginning or ending dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extensions or reductions may be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the students, and provided further that such change by the Board is supported by reasonable evidence.

The provision of this regulation shall not be deemed to impose on the Board any obligations to grant or extend a leave of absence to any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

**Leave Benefits** - All personnel benefits accrued by the teacher at the date the disability leave begins will be retained during disability leave unless the person concerned shall have severed the employment relationship by resignation. No additional personnel benefits will accrue during the period of disability leave except as expressly provided by law.

The provisions of this policy and regulation shall not be applicable and shall be of no force nor effect during any period of time not covered by contract of employment with the teacher.

A leave of absence due to disability may be chargeable to the sick leave of the teacher.

District disability or sick leave benefits shall be reduced by any duplicating monetary benefit received by the employee under any plan, including a plan established by law, toward which the Board contributes or for which the Board pays. The Board will retroactively adjust the district benefits provided by the Board under one plan when granted prior to the notice that the employee has elected to file for benefits under another plan provided in full or in part by the Board, e.g., an employee's utilizing paid sick leave for a disability and filing for benefits under workmen's compensation which would be paid, duplicate all or part of the benefit provided earlier and increase the employer's contribution rate because of the loss-experience record.

Such retroactive adjustment may involve a prorate deduction of wages to compensate for duplication of benefits or endorsing all or part of the benefit over to the district. In either case, a proportion of sick leave taken earlier will be reinstated to the employee's accrued accumulated sick leave. The adjustment will be conducted as group insurance companies coordinate benefits so that the employee receives the best adjustment of his/her full claim, but never more than the full amount of his/her claim. Such adjustment shall not affect any personal insurance coverage carried by the employee in which the Board is not a contributor.

#### Section E - **SABBATICAL**

Any employee desiring a sabbatical leave shall file written application with his/her principal or supervisor at least 90 days prior to the first day of the requested leave. The application shall be in writing on a form prescribed by the superintendent and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reasons why the leave will be of benefit to the district. The superintendent shall present the request to the Board at its next regular or special meeting together with his/her recommendation.

No sabbatical leave shall be granted for a period longer than one semester. The employee receiving a sabbatical leave shall be entitled to all the rights and privileges of employment he/she would have received had he/she performed the regularly contracted functions during the period of such leave, except salary shall be discretionary with the Board.

#### Section F - **PROFESSIONAL**

Employee desiring to attend conferences and make visitations shall file an application in writing with the superintendent at least two weeks prior to the first date of the leave being requested. The application shall be on a form prescribed by the superintendent. Said request shall explain in detail the length of the leave, the purpose and the opinion of the person requesting said leave as to how it will benefit the district. Expenses will be decided by the Board.

#### Section G - **PERSONAL LEAVE**

Three days of personal leave per year will be allowed. Personal leave is not accumulative; however, unused personal leave days will be allowed to accumulate as sick leave days. Application for personal leave shall be filed with the building principal three (3) full school days before the date requested for the leave.

The building principal is to base his/her recommendation for approval or disapproval of the requested personal leave to the superintendent on the following criteria:

1. Availability of a suitable substitute to be employed;
2. Need of the staff member requesting the leave to be at school because of a scheduled school activity;
3. The rate of absenteeism from school of the staff member requesting the leave; and,
4. The number of leave days requested by the total building staff for the current month, week, and day of the requested leave date.

The superintendent will base his/her decision to approve or disapprove the requested personal leave on the recommendation of the building principal and his own reviewing of the request in light of the items outlined above.

Personal leave should not be used at the following times: During pre-school orientation; the first and last weeks of school; during semester examination; on scheduled in-service days during the regular school term; and, the day prior to or the day following a regularly scheduled school vacation.

Section H - **BEREAVEMENT**

Five (5) days of sick leave may be used in case of death with no limit on critical illness of a member of his/her immediate family. The term "immediate family" shall be understood to include husband or wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, son-in-law and daughter-in-law. This would include any person whose regular residence is in the home of the employee.

Section I - **CIVIC LEAVE**

Teachers may be granted civic leave without loss of pay to engage in community affairs by making application to the Board. In some cases the person serving will receive remuneration from the organization served. This amount shall be paid to the district.

Section J - **JURY DUTY**

An employee called to jury duty may be paid regular school wages if said employee endorses all jury duty pay, except reimbursement for mileage and subsistence, over to the district.

**ARTICLE VI. RETIREMENT**

Section A - **RETIREMENT**

(Effective July 1, 1997) Early retirement is removed from the master contract for all employees not currently receiving benefits.

KPERS rule 85 program offers full benefits to retiring employees. No one currently authorized to receive benefits would lose them. This affects only those employees retiring after July 1, 1997.

**Health Insurance**

(Effective July 1, 1997) Upon retirement everyone will remain eligible to stay in the District group insurance at their own expense until age 65. At age 65 they will have to leave the group and provide for their insurance needs in another fashion.

No one in the group of teachers who retired prior to July 1, 1997, will be removed from the group, unless they want to leave the group.

**ARTICLE VII. FRINGE BENEFITS**

Section A - **INSURANCE BENEFITS**

The Board agrees to contribute \$6,588.00 or the amount assessed by Blue Cross Blue Shield for a single health insurance policy not to exceed a 12% increase annually on behalf of any teacher who participates in the District's health insurance program.

The health insurance pool is comprised of all teachers except those that are covered by a spouse's insurance through their place of business or professional assignment. Those teachers who are opted out through a spouse's coverage at their place of work will not receive the \$6,588.00 or the amount assessed by Blue Cross Blue Shield for a single health insurance policy not to exceed a 12% increase as compensation in any form. Otherwise, all teachers are automatically enrolled in the single coverage of the insurance pool. This type of fringe benefit is commonly referred to as a "use it or lose it" benefit.

If a husband and wife are employed by the District as teachers and if they participate in the District's health insurance program (either as two singles or a family), both will receive the Board's annual contribution of \$6,588.00 or the amount assessed by Blue Cross Blue Shield for a single health insurance policy not to exceed a 12% increase.

Part-time teachers who participate in the District's health insurance program will receive a prorated portion (in direct proportion to their full-time teaching equivalency) of the Board's annual contribution of \$6,588.00 or the amount assessed by Blue Cross Blue Shield for a single health insurance policy not to exceed a 12% increase.

Although not a part of this agreement, the Association recommends that, due to the importance of insurance and especially health insurance, the Board recognizes the Employee's Benefit Committee as a standing committee. This will give it authority needed to review the District's insurance program on a timely basis and submit its findings and recommendations as deemed appropriate.

#### Section B – **DISTRICT MATCHING ANNUITIES:**

The Board agrees to contribute \$25 per month toward the employees 457 plan providing the employee matches the amount in their own 403 (b) plan. Employees will be vested after five (5) years. These plans must be provided through American Fidelity Assurance Company.

### **ARTICLE VIII. GRIEVANCE PROCEDURE**

#### **Grievance**

The Board and the professional employees of the district believe that grievances can be expeditiously handled by the following provisions.

#### **Definition of Terms**

The "grievance committee" of the association shall consist of five members. There shall be two selected by the elementary school staff, two selected by the middle/senior high school staff and one selected by the total staff to serve as chairperson. A "grievance" is a complaint by a teacher or group of teachers based on an alleged violation, misinterpretation or misapplication of the employment contract.

The term "teacher" may include a group of teachers who are similarly affected by a grievance.

An "aggrieved person" shall mean the person or persons making the complaint.

A "party of interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

The term "days" except when otherwise indicated, shall mean working school days.

The "association" shall mean all certified professional employees with the exception of administrative employees.

**Grievances** - The Board will consider all grievances only after such grievances have gone through authorized administrative hearings with recommendations by the superintendent. Individual board members should refer such requests from employees to the superintendent. When a teacher has what he/she considers a grievance, it shall be his/her ethical and professional obligation to make it known to his/her immediate supervisor.

The following four levels will be followed in this district in regards to grievances.

**Level One** - The aggrieved person should request an informal conference with his/her building principal within five days after he/she becomes aware of the grievance. The purpose of these informal meetings is to give the principal the opportunity to resolve the grievance in an informal way.

**Level Two** - If the aggrieved person has been unable to get a conference with the principal within five days of the request, or having had the conference, has not found a solution to the grievance, he/she may ask the assistance of the building grievance representative, and prepare a written statement of grievance within three days after failure to find a satisfactory informal solution in the principal's office. One copy shall be given to the association's grievance committee chairperson, one to the building grievance representative and one should be kept by the aggrieved person.

Within five days after delivery of the formal grievance at the office of the principal, the principal, or his/her representative, shall deliver to the aggrieved person in writing, the school system's decision with respect to the grievance, a copy to the appropriate building grievance representative, one copy for the association committee grievance chairperson and retain one copy for his/her own file. Such decision shall include appropriate supporting evidence and reasons for the decision.

Failure of the principal to make delivery of the school system's decision within five days shall constitute admission of the correctness of the claims made in the grievance, and assurance that appropriate corrections will be made within five more days.

**Level Three** - If the school system's decision as expressed by the principal in level two is not satisfactory to the aggrieved teacher, the association's grievance committee shall cause to be made objective findings of fact relating to the grievance. The association's grievance committee which serves in the role of advocate, shall make a careful evaluation of the grievance and will counsel the aggrieved teacher either to accept the school system's decision as indicated by the principal, or to appeal that decision to the superintendent. A decision should be made at this point concerning whether to continue the appeal to the superintendent. If the appeal to the superintendent is chosen, such appeal shall set forth the grievance, solution sought and shall request a hearing within five days.

If the association's grievance committee recommends the appeal, it will assist with preparation of the case and in some cases with some help from the association's legal counsel. It shall make an evaluation concerning the advisability of seeking assistance from KANSAS - NEA.

At the hearing with the superintendent, or his/her local designee, the aggrieved person, the building grievance representative and a representative of the association's grievance committee will be present. If the hearing is not granted within ten days, the school system shall thereby agree to the solution sought by the association, and shall notify the aggrieved person in writing within five additional days that the correction will be made.

If the hearing is held within five days, a solution to the grievance may be reached between the superintendent, or his/her designee, and the spokesperson for the association. If such solution is reached, it shall be reduced to writing and be signed by both representatives and shall be binding on both parties.

**Level Four** - If the association is not satisfied with the disposition of the grievance at Level Three, the aggrieved person and three representatives of the association may submit a request for an audience with the Board. Such request shall be submitted in writing not less than five days prior to the next regularly scheduled board meeting.

The decision on the grievance by the Board shall be reduced to writing and relayed to the association via the superintendent with five days.

**General Rules to be Followed** - The following rules are to aid in the orderly resolution of grievances:

The grievance committee shall not solicit business. It shall not function unless a request is made directly by the person or persons with a grievance. If that person is contacted by the committee, embarrassment may result in that the person may not choose to define in detail the aspects of concern to the committee. Ethics must be practiced to the degree that a committee is formed to provide a service, not serve as a soliciting agency.

It is the policy of the Board to assure to every teacher the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or prejudice in any manner.

The purpose of these proceedings is to secure equitable solutions to grievances of teachers and other professional employees.

Since the resolving of grievances should be expedited as much as possible, the time limits at each level shall be regarded as maximum and every effort should be made to use fewer than the maximum number of days. Time limits however, may be extended by mutual agreement when circumstances justify doing so.

All documents, communications and records dealing with the processing of grievances shall be filed by the school system separately from the personnel files of the parties in interest.

Forms for filing grievances; serving notices; making appeals; making reports and recommendations; and other documents which are necessary, shall be printed by the association.

No teacher shall be required to discuss the grievance when the association representative is not present, after level two.

The Board and the teacher committee will cooperate with each other in the investigation of a grievance and furnish such information as is requested for the processing of the grievance.

Should the investigation or processing of the grievance require that a teacher or association representative be absent from his regular assignment, at the request of the superintendent or board, he/she shall be released without loss of pay or benefits.

Grievances filed toward the close of the school year shall be expedited insofar as is reasonably possible, with the intention to complete the processing before the close of the school year.

From the time of the initial grievance contact with the principal, a final decision must be made in a span of time not to exceed 65 days if all four levels of endeavor must be sought.

If the grievance is identified during the latter part of the school year, a decision must be reached within 30 mutually agreed upon calendar days from the day after the last day of the school year excluding Saturday and Sunday.

**ARTICLE IX. RESIGNATIONS**

**Section A - LIQUIDATED DAMAGES**

A teacher requesting to be released from the obligation of a contract after June 4 may be released with receipt of an assessment as follows:

After: June 10	\$ 600 Penalty
July 1	\$1,000 Penalty
August 1	\$1,400 Penalty

The Board of Education reserves the right to waive the penalty.

**ARTICLE X. REDUCTION IN FORCE**

**Section A - Reduction of Professional Staff**

As a result of authority granted to the Board of Education by Kansas statutes, the Board has the responsibility of determining the composition of the professional staff necessary to implement and maintain education programs of the District. If it becomes necessary to reduce the number of professional employees employed by the District, the decision to reduce professional staff will in all cases, remain within the sole discretion and judgment of the Board. It is the policy of this District, to use normal attrition of staff, i.e., resignations, retirement, leaves of absence, as the first means of achieving a reduction in professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished in a fair and orderly manner as provided in this Agreement.

**1. Definitions**

As used in this Agreement, the following terms will have the following meanings:

- a. **PROFESSIONAL EMPLOYEE:** Shall mean a professional employee of the School District who is regularly assigned, on a part-time or full-time basis, to the instructional staff of the District in a position which requires a license issued by the State Department of Education, but shall not include administrator or classified employees;
- b. **DAYS:** Shall mean calendar days;
- c. **TEMPORARY PROFESSIONAL EMPLOYEE:** Shall mean a professional employee who is employed for less than a full school year and is employed on a non-continuing contract;
- d. **PART-TIME PROFESSIONAL EMPLOYEE:** Shall mean a professional employee who is assigned less than a full school day or less than five (5) full school days per week;
- e. **PROBATIONARY PROFESSIONAL EMPLOYEE:** Shall mean a professional employee who has been employed with the District for less than three (3) or more full consecutive years;
- f. **PERMANENT STATUS PROFESSIONAL EMPLOYEE:** Shall mean a professional employee who has been employed by the District for three (3) or more full consecutive years (extended leave granted during this period by the Board will be consider a part of the consecutive years of employment);
- g. **SENIORITY:** Shall mean the period of the most recent, continuous, and uninterrupted employment with the District as determined from the effective date of employment; provided, however, an approved leave of absence shall not be construed as an interruption of continuing employment;
- h. **SUBJECT AREA OR AREAS:** Shall mean general curricular areas such as Mathematics, English, Foreign Languages, Social Studies, etc.; and
- i. **ADVANCED DEGREES AND ADDITIONAL HOURS:** For the purposes of this Article, only degrees and credit hours earned at an accredited college or university will be accepted.

2. **Procedure**

a. **Step 1 -**

Whenever the Superintendent determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, all professional employees of the District will be advised, in writing, of the reason for the reduction of professional staff and will be informed of the procedures and consideration to be used in determining which professional employees will have their contracts non-renewed or terminated. The Superintendent will review all relevant facts and circumstances and will recommend to the Board of Education those professional employees whose contracts should be non-renewed or terminated. Any reduction of professional staff will occur on a District wide basis.

b. **Step 2 -**

For purposes of considering a reduction of professional staff, all professional employees of the District will be assigned to either the elementary level (kindergarten through sixth grade) or the secondary level (seventh grade through twelfth grade). Those professional employees in the secondary level will be further assigned to a subject area. If a professional employee has a duty assignment in both the elementary and secondary levels, the employee will be assigned to the level in which the employee spends a majority of his or her time. A professional employee will be permitted to change levels only if he or she has teaching experience in the School District within the alternate level and is properly certified. A professional employee in the secondary level will be permitted to change subject areas only if he or she has a teaching major in the alternate area or teaching experience in the alternate area with this School District and is properly certified.

c. **Step 3 -**

After determining which level or levels require a reduction of professional staff, the Superintendent will then consider professional employees for non-renewal or termination in the following sequence using the factors listed in #2. Procedure, Item d.

1. Temporary professional employees,
2. Probationary part-time professional employees,
3. Permanent status part-time professional employees who decline an offer of full-time employment,
4. Probationary full-time professional employees, and
5. Permanent status full-time professional employees.

Any permanent status part-time professional employee who is being considered for non-renewal or termination will be offered an opportunity for full-time employment with the District. If such permanent status part-time professional employee accepts an offer of full-time employment, then he/she will be placed in the category of permanent status full-time professional employee.

d. **Step 4 -**

In determining which professional employees shall be recommended for non-renewal or termination, the Superintendent shall give consideration to all of the following factors not listed in priority order:

1. Seniority,
2. All teaching experience in specific subject matter areas, as well as experience in extra curricular assignments and committee assignments during the last three years,
3. Areas and subjects of certification,
4. Advanced degrees, additional credit hours as reflected by the professional employee's placement on the salary schedule, and credits granted by the professional development council, and
5. Professional educational performance as determined from professional employee evaluations.

After considering the above-mentioned factors, the Superintendent of Schools shall make his/her recommendations for reduction of professional staff based upon what he/she considers to be the best interest of the School District and the students of the District.

e. **Step 5 -**

At the time recommendations are made to the Board for the non-renewal or termination of designated professional employees, the Superintendent of Schools will present data to the Board in support of his/her recommendation. The Superintendent will provide the Board a written report which details his/her considerations given to the five factors previous noted.

If the Board approves the Superintendent's recommendation, the Superintendent will provide the affected employee(s) a copy of his/her written report previously mentioned.

Section B - **Re-employment Opportunities**

Any certified employee who has not been re-employed as result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. The superintendent will recommend to the Board reinstatement of any such teacher whom he/she deems qualified and able to serve in the best interests of the district. The Board shall not be required to consider reinstatement of any such teacher after a period of two (2) years from the date of non-renewal. The teacher will be responsible for keeping the Board informed of his/her current address and telephone number.

**ARTICLE XI. PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURE**

The legislative intent if K.S.A. 72-9001 is to provide a systematic method for the improvement of school personnel in their jobs and to improve the educational system of the State of Kansas.

Unified School District 210 and the Hugoton Education Association agree on the following procedure.

## **EVALUATION OF PROFESSIONAL SERVICES**

### **I. PHILOSOPHY**

To maintain professionalism and improve instruction, the Board of Education and the certified staff of Hugoton USD 210 ascribe to the following:

- A. The professional staff has an obligation to both students and patrons to continually appraise and improve educational services.
- B. The evaluation process provides an opportunity for formal appraisal of certified staff performance.
- C. Evaluation is a cooperative effort in which the administrator and the certified staff member being evaluated accept joint responsibility to maintain and encourage professional growth.
- D. The evaluation process provides an opportunity to improve instruction.
- E. The evaluation process enables teachers and administrators to clearly identify strengths as well as areas for teacher growth.
- F. The evaluation process provides information and documentation for decisions concerning recommendations for assignment, retention, or dismissal.
- G. The evaluation process meets local, state, and federal requirements pertaining to teacher evaluation.

### **II. OBJECTIVES OF EVALUATION**

- A. To cooperatively identify and candidly discuss expectations, strengths, and weaknesses.
- B. To provide for individual professional growth and improvement of instruction.
- C. To provide specific information on which to base employment decisions.

### **III. EVALUATION CRITERIA**

The following points are considered in the evaluation:

- A. The four domains of teaching responsibility are considered in the evaluation:
  - i. Planning and Preparation -(how a teacher designs instruction)
  - ii. Classroom Environment - (the interactions that occur in the classroom)
  - iii. Instruction - (the heart of teaching – the actual engagement of students in content)
  - iv. Professional Responsibilities (the roles outside of and in addition to those in the classroom with students)
- B. The levels of performance are:
  - i. Ineffective - "...does not yet appear to understand the concepts underlying the component." An ineffective level of performance is considered unacceptable. "Therefore, if an administrator encounters performance at the ineffective level, it is very likely time to intervene."
  - ii. Developing - "...appears to understand the concepts underlying the component and attempts to implement its elements. This level is considered acceptable but improvement of the skill is expected. Improvement is likely to occur with experience, and no harm is being done to students."

- iii. Effective - "...clearly understands the concepts underlying the components and implements it well. Teachers performing at this level have mastered the work of teaching while working to improve their practice." An effective level of performance is considered acceptable.
- iv. Accomplished - "...master teachers and make a contribution to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learners, with students highly motivated and engaged and assuming considerable responsibility for their own learning." An accomplished level of performance is considered acceptable and embodies the level of excellence (benchmark) to which teachers strive.

Source: Danielson, Charlotte. "Levels of Performance." *Enhancing Professional Practice: A Framework for Teaching*. 2007.

#### IV. PROCEDURES FOR EVALUATION

- A. Evaluation is a cooperative responsibility shared by the administrator and certified staff member.
- B. Evaluation data sources related to the indicators on the evaluation form shall consist of classroom observations (informal and formal) and observations outside of the classroom which can consist of any of the following:
  - Professional meetings such as curriculum, team, department, and/or faculty meetings, committee work (attendance, quality of participation, etc.), special education meetings
  - Outside classroom observations such as hall, recess, and/or bus duty, articulations, and/or parent conferences
  - Teacher artifacts such as grade distributions, student progress reports, discipline referrals (quantity and quality), and/or student placement referrals by teachers, newsletters and memos sent home, teacher's grade book, supervisor's file notes and data, teacher's attendance and/or a teacher's portfolio Student and teacher work artifacts such as homework and assignments, worksheets and handouts, lesson and unit plans, tests and quizzes, grading criteria and results on specific assignments, feedback given on student work and/or student work sample A's, B's, and D's
  - Surveys and interviews such as teacher self evaluation and/or peer review evaluation.

(Source: Platt, Alexandar, D. et all. "The 3-D Cycle Step I: Selecting Data Sources." *The Skillful Leader: Confronting Mediocre Teaching*. 2008.)
- C. Evaluations will be conducted using the following guidelines in accordance with state law and the negotiated agreement:

- 1. Track I will include non-tenured certified staff members. Those in their first and second consecutive years of employment in the district shall be evaluated once each semester by no later than the sixtieth day. Those in their third year shall be evaluated once by February 15<sup>th</sup>.

A minimum of three observations will be conducted. Observations can include informal "walk-throughs" between 3-10 minutes in duration and one formal extended scheduled classroom observation. Administrators may provide written feedback following walk-through observations. At least one observation will consist of a pre-conference (the pre-conference format includes an approved form each building should utilize), an observation of an extended 30-minute period or lesson, and a post conference. During the pre-conference the administrator and teacher will meet to discuss the evaluation criteria and procedures for the scheduled classroom observation.

- 2. Track II will include tenured certified staff members in their fourth and subsequent consecutive years of employment in the district. Track II certified personnel shall be evaluated once during their

fourth year of employment and every third year thereafter by February 15.

A minimum of three observations will be conducted. Observations can include informal “walk-throughs” between 3-10 minutes in duration and one formal scheduled classroom observation. Administrators may provide written feedback following walk-through observations. At least one observation will consist of a pre-conference (the pre-conference format includes an approved form each building should utilize), an observation, and a post conference. During the pre-conference the administrator and teacher will meet to discuss the evaluation criteria and procedures for the scheduled classroom observation.

3. Track III will include teachers who have been placed on a plan of assistance at the request of their evaluating administrator.

D. Any certified staff member or administrator may request additional evaluations at any time.

E. All staff members are encouraged to rate themselves using the Evaluation Framework in years they are not formally evaluated by an administrator. This self-assessment is used only by the employee, but may be shared with the administrator if the employee so desires.

F. One week prior to the observation, the administrator and teacher shall have a pre-evaluation conference during which the following should occur in relation to the evaluation form:

1. Review and discuss questions on the pre-conference form.
2. Review the evaluation form and criteria.
3. Review of optional teacher or student artifacts or other activities pertinent to accomplishments, professional development, and leadership, including service on committees, and evaluation of progress which may be noted on the evaluation form.

G. Administrator will complete the formal observation.

H. Within one week following the completion of the observation, the administrator and teacher shall have a post-evaluation conference during which the following should occur in relation to the evaluation form:

1. Discussion of identified strengths and areas to improve.
2. Suggestions for future practice and areas of improvement.
3. Review of any additional teacher or student artifacts requested by the teacher or administrator.

I. Plan of Assistance

1. Assistance Beginning

- a. If in the principal’s opinion a teacher’s performance is below an acceptable level, a plan of assistance will be written to bring that teacher to the acceptable level.

2. Procedure

- a. Teacher and principal meet. The principal presents in writing a statement of the areas of deficiency.
- b. On the date established, the principal will present, in written form, an evaluation of progress.
- c. Determination is made whether the teacher shall be moved to the next step, Disciplined Assistance.

3. Disciplined Assistance

- a. Teacher and principal meet. The principal presents a written statement of areas of deficiency and specific requirements to overcome the deficiency. A specific date is set for evaluating progress.
  - b. On the established deadline date, the principal will present in written form an evaluation of whether sufficient progress has been made.
  - c. From this point the principal shall present in writing to the Superintendent and the Board his/her recommendation concerning the teacher.
  - d. At this point school authorities shall determine whether there will be a continuation of employment or suspension.
- J. Within ten school days of the post-evaluation conference, the administrator will give one copy of the final Evaluation Document to the teacher to review and sign, thus indicating that the results have been shared. Once the teacher signs the evaluation, two copies are to be made. One copy is to be retained by the teacher, one copy will be retained by the administrator, and one copy will be sent to the superintendent for inclusion in the staff member's personnel file.
- K. An employee who believes any portion of the evaluation is not an accurate representation of his/her performance has the right to submit a written rebuttal within two weeks of receiving the final evaluation. This rebuttal should be attached to the final Evaluation Document and returned to the administrator.

## Overview of Teacher Evaluation System

### Effective Teaching Domains

- I. Planning and Preparation
- III. Instruction

- II. Classroom Environment
- IV. Professional Responsibilities

#### Track I - Probationary

**Who:** Non-tenured teachers in their first three years of employment.

**When:** During first two years once per semester by 60<sup>th</sup> day. During third year once by February 15<sup>th</sup>.

**Purpose:**

1. To improve instruction.
2. To base employment decisions.

**Process:**

1. A minimum of three observations will be conducted.
2. Observations can include informal “walk-throughs” between 3-10 minutes in duration and may include administrator feedback.
3. At least one observation will consist of a pre-conference, an observation of an extended 30-minute period or lesson, and a post conference.
4. Pre-conference consists of discussion of the evaluation criteria, procedures for the scheduled classroom observation, questions on the pre-conference form and an optional review of teacher artifacts and/or portfolio.
5. After completed observation, post-conference will consist of a discussion on identified strengths and areas to improve, suggestions for future practice and areas of improvement and review any additional artifacts requested by the teacher or administrator.
6. Each teacher shall have two weeks to respond in writing to the evaluation.

#### Track II - Tenured

**Who:** Tenured teachers in fourth and subsequent years of employment.

**When:** Once in fourth year of employment and every third subsequent year prior to February 15<sup>th</sup> or when requested.

**Purpose:**

1. To improve instruction.
2. To base employment decisions.

**Process:**

1. A minimum of three observations will be conducted.
2. Observations can include informal “walk-throughs” between 3-10 minutes in duration and may include administrator feedback.
3. At least one observation will consist of a pre-conference, an observation, and a post conference.
4. Pre-conference consists of discussion of the evaluation criteria, procedures for the scheduled classroom observation, questions on the pre-conference form and an optional review of teacher artifacts and/or portfolio.
5. After completed observation, post-conference will consist of a discussion of identified strengths and areas to improve, suggestions for future practice and areas of improvement and review any additional artifacts requested by the teacher or administrator.
6. Each teacher shall have two weeks to respond in writing to the evaluation.

#### Track III - Assistance

**Who:** Tenured teachers who need specific professional guidance.

**When:** Ongoing according to plan of assistance.

**Purpose:**

1. To provide an opportunity for teacher to seek assistance.
2. To provide a structural process for administrative support.
3. To provide due process for disciplinary action.

**Process:**

1. Assistance Beginning
  - a. If in the principal’s opinion a teacher’s performance is below an acceptable level, a plan of assistance will be written to bring that teacher to the acceptable level.
2. Procedure
  - a. Teacher and principal meet. The principal presents in writing a statement of the areas of deficiency.
  - b. On the date established, the principal will present, in written form, an evaluation of progress.
  - c. Determination is made whether the teacher shall be moved to the next step, Disciplined Assistance.
3. Disciplined Assistance (See IV. Procedures for Evaluation Letter I above.)

# PROFESSIONAL COMPETENCY DOMAINS

Each of the four domains refers to a distinct aspect of teaching:

**DOMAIN 1: Planning and Preparation** (how a teacher designs instruction)

- 1a. Demonstrates Knowledge of Content and Pedagogy
- 1b. Designing Coherent Instruction
- 1c. Assessing Student Learning
- 1d. Demonstrating Knowledge of Students

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

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

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

- 3a. Communicating Clearly and Accurately
- 3b. Using Questioning and Discussion Techniques
- 3c. Engaging Students in Learning
- 3d. Providing Feedback to Students
- 3e. Demonstrating Responsiveness

**DOMAIN 4: Professional Responsibilities** (the roles outside of and in addition to those in the classroom with students)

- 4a. Reflecting on Teaching
- 4b. Maintaining Accurate Records
- 4c. Communicating with Families
- 4d. Contributing to School and District
- 4e. Demonstrates Professionalism
- 4f. Collaborating Team Member

**Rubrics exist for each component within the four domains, with levels of performance as follows:**

- i. Ineffective - "...does not yet appear to understand the concepts underlying the component." An ineffective level of performance is considered unacceptable. "Therefore, if an administrator encounters performance at the ineffective level, it is very likely time to intervene."
- ii. Developing - "...appears to understand the concepts underlying the component and attempts to implement its elements. This level is considered acceptable but improvement of the skill is expected. Improvement is likely to occur with experience, and no harm is being done to students."
- iii. Effective - "...clearly understands the concepts underlying the components and implements it well. Teachers performing at this level have mastered the work of teaching while working to improve their practice." An effective level of performance is considered acceptable.
- iv. Accomplished - "...master teachers and make a contribution to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learners, with students highly motivated and engaged and assuming considerable responsibility for their own learning." An accomplished level of performance is considered acceptable and embodies the level of excellence (benchmark) to which teachers strive.

Source: Danielson, Charlotte. "Levels of Performance." *Enhancing Professional Practice: A Framework for Teaching*. 2007.



**DOMAIN I: Planning and Preparation**

COMPONENT	LEVEL OF PERFORMANCE			
	INEFFECTIVE	DEVELOPING	EFFECTIVE	ACCOMPLISHED
<b>1a. Demonstrates Knowledge of Content and Pedagogy</b>	Teacher displays little understanding of the subject or structure of related pedagogy.	Teacher's content and pedagogical knowledge represents basic understanding but does not extend to connections with other disciplines or to possible student misconceptions.	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's knowledge of the content and pedagogy is extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
<b>1b. Designing Coherent Instruction - Short and Long-Range Planning - Select Instructional Goals</b>	The various elements of the instructional design do not support the stated short and long-range instructional goals (state standards and district curriculum) or engage students in meaningful learning and the lesson or unit has not defined structure.	Some of the elements of the instructional design support the stated short and long-range instructional goals (state standards and district curriculum) and engage students in meaningful learning, while others do not. Teacher's lesson or unit has recognizable structure.	Most of the elements of the instructional design support the stated short and long-range instructional goals (state standards and district curriculum) and engage students in meaningful learning and the lesson or unit has clearly defined structure.	All of the elements of the instructional design support the stated short and long-range instructional goals (state standards and district curriculum), engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure.
<b>1c. Assessing Student Learning</b>	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals (state standards and district curriculum). Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals (state standards and district curriculum) and includes criteria and standards that are not entirely clear or understood by students. Teacher uses assessments to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals (state standards and district curriculum) at least nominally, with clear assessment criteria and standards that have been communicated to students. Teacher uses informal and/or formal assessments to plan for groups of students or individuals.	Teacher's plan for student assessment is fully aligned with the instructional goals (state standards and district curriculum), containing clear assessment criteria and standards that are understood by students. Students monitor their own progress in achieving the goals.
<b>1d. Demonstrating Knowledge of Students</b>	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interests, and does not use such information in planning.	Teacher demonstrates partial knowledge of students' backgrounds, skills, and interests, and attempts to use this planning for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for groups of students.	Teacher demonstrates thorough knowledge of students' backgrounds, learning styles, skills, and interests and uses this knowledge to plan for individual student learning.

Summary and Suggestions for Future Practice:

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**DOMAIN II: The Classroom Environment**

COMPONENT	LEVEL OF PERFORMANCE			
	INEFFECTIVE	DEVELOPING	EFFECTIVE	ACCOMPLISHED
<b>2a. Creating an Environment of Respect and Rapport</b>	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, putdowns, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among members of the class.
<b>2b. Establishing a Culture for Learning</b>	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement and little student pride in work.	The classroom environment reflects only a basic culture for learning, with only modest or inconsistent expectations for student achievement, moderate teacher commitment to the subject, and modest student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of teacher and students, high expectations for student achievement, and student pride in work.	Students assume much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates a passionate commitment to the subject.
<b>2c. Managing Classroom Procedures</b>	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instructional time	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
<b>2d. Managing Student Behavior</b>	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always effective.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior effectively and in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student needs.
<b>2e. Organizing Physical Space</b>	Teacher makes poor use of physical environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the furniture arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to all students, but the furniture arrangement only partially supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of furniture supports the learning activities.	Teacher's classroom is safe, and students contribute to ensuring that the physical environment supports the learning of all students.

**Summary and Suggestions for Future Practice:**

**DOMAIN III: Instruction**

COMPONENT	LEVEL OF PERFORMANCE			
	INEFFECTIVE	DEVELOPING	EFFECTIVE	ACCOMPLISHED
<b>3a. Communicating Clearly and Accurately</b>	Teacher's oral and written communication contains errors or is unclear or inappropriate to students. <input type="checkbox"/>	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion. <input type="checkbox"/>	Teacher communicates clearly and accurately to students, both orally and in writing. <input type="checkbox"/>	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. <input type="checkbox"/>
<b>3b. Using Questions and Discussion Techniques</b>	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion. <input type="checkbox"/>	Teacher's use of questioning and discussion techniques is uneven, with some high-level questions, attempts at true discussion, and moderate student participation. <input type="checkbox"/>	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students. <input type="checkbox"/>	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion. <input type="checkbox"/>
<b>3c. Engaging Students in Learning</b>	Students are not all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure. <input type="checkbox"/>	Students are intellectually engaged only partially, resulting from activities or materials of uneven quality, inconsistent representations of content or uneven structure or pacing. <input type="checkbox"/>	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations or content and suitable structure and pacing of the lesson. <input type="checkbox"/>	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure. <input type="checkbox"/>
<b>3d. Providing Feedback to Students</b>	Teacher's feedback to students is of poor quality and is not given in a timely manner. <input type="checkbox"/>	Teacher's feedback to students is uneven, and its timeliness is inconsistent. <input type="checkbox"/>	Teacher's feedback to students is specific, timely, and of consistently high quality. <input type="checkbox"/>	Teacher's feedback to students is specific, timely and of consistently high quality, and students make use of the feedback in their learning. <input type="checkbox"/>
<b>3e. Demonstrating Responsiveness</b>	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or of students' lack of interest, and fails to respond to students' questions; teacher assumes no responsibility for students' failure to understand. <input type="checkbox"/>	Teacher demonstrates moderate responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students. <input type="checkbox"/>	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions. <input type="checkbox"/>	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students. <input type="checkbox"/>

**Summary and Suggestions for Future Practice:**

**DOMAIN IV: Professional Responsibilities**

COMPONENT	LEVEL OF PERFORMANCE			
	INEFFECTIVE	DEVELOPING	EFFECTIVE	ACCOMPLISHED
<b>4a. Reflecting on Teaching</b>	Teacher does not reflect accurately on the lesson or propose ideas as to how it might be important.	Teacher's reflection on the lesson is generally accurate, and teacher makes global suggestions as to how it might be improved.	Teacher reflects accurately on the lesson, citing general characteristics and makes some specific suggestions about how it might be improved.	Teacher's reflection on the lesson is highly accurate and perceptive, citing specific examples. Teacher draws on an extensive repertoire to suggest alternative strategies.
<b>4b. Maintaining Accurate Records</b>	Teacher has no system for maintaining accurate records, resulting in errors and confusion.	Teacher's system for maintaining accurate records is rudimentary and only partially effective.	Teacher's system for maintaining accurate records is efficient and effective.	Teacher's system for maintaining accurate records is efficient and effective, and students contribute to its maintenance.
<b>4c. Communicating with Families</b>	Teacher provides little or no information to families and makes no attempt to engage them in the instructional program.	Teacher complies with school procedures for communicating with families and makes an effort to engage families in the instructional program.	Teacher communicates in a variety of ways with families and successfully engages them in the instructional program.	Teacher communicates frequently and sensitively with all families and successfully engages them in the instructional program; students participate in communicating with families.
<b>4d. Contributing to School and District</b>	Teacher's relationships with colleagues are negative or self-serving, and teacher avoids or negatively impacts school and district projects.	Teacher's relationships with colleagues are cordial, and teacher participates in school and district events and projects when specifically requested.	Teacher participates actively in school and district projects, and maintains positive relationships with colleagues.	Teacher makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.
<b>4e. Demonstrates Professionalism</b>	Teacher contributes to practices that are self-serving or harmful to students.	Teacher's attempts to serve students based on the best information are genuine but inconsistent.	Teacher makes genuine and successful efforts to ensure that all students are well served by the school.	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school.

**Summary and Suggestions for Future Practice:**

**Summative Narrative/Goals for Improvement**

**Teacher Comments:**

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

## Pre-Observation Conference Form

Name of teacher:

School/Administrator:

Date of Pre-Observation Conference:

Date/Time of Observation:

Grade Level/Curriculum Area Observed:

Listed below are the questions for the pre-conference that can be answered orally or in writing. If the teacher chooses to answer the questions orally, the administrator needs to document the answer to each response. The Pre-conference questions should be included as part of the completed final evaluation.

1. Briefly describe the students in this class including those with special needs. How do you know your students on an individual basis? (i.e. learning styles, background, skills and interest)
2. What are the goals/objectives for the lesson? What do you want students to learn?
3. Why are these goals/objectives suitable for this group of students? How do you use data (MAP, KCA, informal, formative, summative and/or other classroom measures) to focus your instruction? (i.e. whole class relative weakness targeting, individual student learning targets and/or differentiated instruction)
4. How do these goals/objectives support the districts curriculum, state frameworks, and the content standards? Share your progress with curriculum maps to plan and fine tune instruction focused on appropriate state standards, benchmarks and indicators.
5. How do these goals/objectives relate to broader curriculum goals in the discipline as a whole or in other disciplines?
6. How do you plan to engage students in the content? What will the students do? How will you give feedback to the students?
7. What difficulties do students typically experience in this area, and how do you plan to anticipate these difficulties?
8. What instructional materials or other resources, if any will you use? Attach sample materials you will be using in the lesson.
9. How do you plan to assess student achievement of the goals/objectives? What procedure will you use? Attach any tests or performance tasks, with rubrics or scoring guides.
10. How you plan to use the results of the assessment?

Teacher comments pertaining to observation setting (List any items that you would like me to specifically observe during the lesson):

Observational Focus:

Source: Danielson, Charlotte. "Figure 6.2: Interview Protocol for a Pre-observation (Planning) Conference Form."  
*Enhancing Professional Practice: A Framework for Teaching*. 2007.

## Post-Observation Conference Form

**Name of teacher:**

**Date of Post-Observation Conference:**

**Listed below are the questions for the post-conference that can be answered orally or in writing. If the teacher chooses to answer the questions orally, the administrator needs to document the answer to each response. The Post-conference questions should be included as part of the completed final evaluation.**

1. In general, how successful was the lesson? Did the students learning what you intended for them to learn? How do you know?
2. If you were able to bring samples of student work, what do those samples reveal about those students' level of engagement and understanding?
3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?
4. Did you depart from your plan? If so, how, and why?
5. Comment on different aspects of your instructional delivery (e.g. activities, grouping of students, materials, and resources). To what extent were they effective?
6. If you had a chance to teach this lesson again to the same group of students, what would you do differently?

Source: Danielson, Charlotte. "Figure 6.1: Interview Protocol for a Post-observation (Reflection) Conference Form." *Enhancing Professional Practice: A Framework for Teaching*. 2007.

**ARTICLE XII. IMPROVEMENT FOR ALL TEACHERS**

1. **Setting Improvement Goals**
  - a. Each teacher will complete an Individual Development Plan (IDP) and file it with the Professional Development Committee for approval.
2. **The Plan for Improvement is Worked On Through the Year**
3. **Year End Assessment of Progress**
  - a. Professional Development Committee will oversee the progress of each educator's Individual Development Plan.

**ARTICLE XIII. ASSOCIATION RIGHTS AND RESPONSIBILITIES**

Section A - **ASSOCIATION LEAVE**

The Hugoton Education Association will have three aggregate days of leave for HEA business. The days must be approved by the HEA President and the Board in advance of the leave.

Section B - **PAYROLL DEDUCTION OF DUES**

Within 30 days after receipt of written authorization from the teacher, the Board shall deduct from the salary of the employee and make appropriate remittance for Association dues. Such authorization shall continue in effect from year to year until the employee notifies the Association in writing by September 15 to terminate such deduction.

Pursuant to such authorization, the Board shall deduct 1/10 of the total annual dues each month from September through June. Any authorization signed after the issuance of the September check shall be divided by the months remaining through June.

It is the responsibility of the Association to notify the Central Office of the amounts to be deducted. Any balance due upon the employee's termination of employment shall be deducted from the individual's final check.

**ARTICLE XIV. DURATION OF AGREEMENT**

This Agreement shall govern the rights as provided in this Agreement, of the Board of Education, Unified School District 210, Stevens County, Kansas and the Hugoton Education Association during the 2011-2012 school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No part of this Agreement shall be continued in future agreements unless by mutual consent of the parties reduced to writing and signed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011 at Hugoton, Kansas.

Attest:

\_\_\_\_\_  
Debbie Theye, Clerk  
Board of Education

\_\_\_\_\_  
Martin Daharsh, President  
Board of Education  
Unified School District 210  
Stevens County, Kansas

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011 at Hugoton, Kansas.

\_\_\_\_\_  
Dettra Crawford, Chief Negotiator  
Hugoton Education Association

**APPENDIX "A"**

**UNIFIED SCHOOL DISTRICT 210**

**Grievance Report Form**

Procedure:

Level 1 \_\_\_\_\_ Level 2 \_\_\_\_\_ Level 3 \_\_\_\_\_ Level 4 \_\_\_\_\_

(Check one to indicate level of grievance)

Date Filed \_\_\_\_\_

Name of Grievant

Building

Assignment

\_\_\_\_\_

A. Date cause of grievance occurred \_\_\_\_\_

B. Relevant contract provisions: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief Desired: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Received

E. Disposition by the appropriate administrator or grievance committee (attach additional pages if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date