

**NEGOTIATED AGREEMENT
BETWEEN VALLEY CENTER
UNIFIED SCHOOL DISTRICT #262
AND NEA-VALLEY CENTER
TEACHERS' ASSOCIATION
GOVERNING THE
2009-2010 SCHOOL YEAR**

June 8, 2009

TABLE OF CONTENTS

	<u>PAGE</u>
Preamble	1
Article I Definitions	2
Article II Recognition, Rights & Obligations	3
Article III General Provisions	4
Article IV Grievance Procedure	5
Article V Working Conditions	7
Article VI Teacher Work Schedule	10
Article VII Teacher Evaluation & Files	15
Article VIII Leaves	17
Article IX Fringe Benefits	23
Article X Teacher Compensation	25
Appendix A 2009-10 Salary Schedules	34
Appendix B Evaluation Forms	36
Appendix C Grievance Procedure Form	52
Appendix D Notice of Intent to Move Across Salary Schedule	54
Appendix E Summary of Contact Form	55

PREAMBLE

AGREEMENT made and entered into as of June 8, 2009 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, 2009 through July 31, 2010.

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

ARTICLE I. DEFINITIONS

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

ARTICLE II. RECOGNITION, RIGHTS, AND OBLIGATIONS

A. ASSOCIATION RIGHTS;

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

B. MANAGEMENT RIGHTS:

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

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

C. ASSOCIATION-MANAGEMENT JOINT RESPONSIBILITY

The superintendent shall plan the school calendar. This plan will be presented to each site administrator to seek input from staff, site councils, and parent organizations, prior to being submitted to the Board of Education for their consideration as they adopt a school 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 Central Office shall prepare a teaching contract for each member of the bargaining unit who is contractually committed to the district for the subsequent school year under the continuing contract law. If the contract is issued after May 15, teachers will have fifteen (15) days (from the postmark date) to return the contract to the Central Office. If the deadline cannot be met, the teacher must contact the Central 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.

A copy of the salary schedule under which the contract was issued shall be attached to the contract. A copy of the negotiated agreement under which the contract was issued shall be provided to each teacher at the beginning of the school year (if negotiations have been completed) or within ten (10) working days after negotiations have been completed if during the school year.

C. RELEASING A TEACHER FROM CONTRACT:

Resignations will be accepted with the following conditions:

1. January 1 – February 15: pay the teacher \$600.00.
2. February 16 – April 1: pay the teacher \$500.00.
3. April 2 – May 15: pay the teacher \$400.00.
4. May 16 – June 15: a penalty of \$800.00 will be assessed.
5. June 16- July 15: a penalty of \$1,000.00 will be assessed.
6. July 16 – July 31: a penalty of \$1,200.00 will be assessed.
7. August 1 – Until the contract begins: a penalty of \$1,600.00 will be assessed.
8. First contract day – End of School Year: a penalty of \$2,000.00 will be assessed.

These provisions for release may be waived by the Board of Education.

D. REPRODUCTION OF THE AGREEMENT:

Copies of this agreement shall be printed at the expense of the Board after the agreement has been ratified. The Board shall furnish ten (10) copies of this agreement to the Association for its use.

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 informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE:

1. Level One: The aggrieved party shall request an informal 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 Chairperson of the Association's Faculty Relations committee and the Principal with 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's Faculty Relations Committee 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's Faculty Relations Committee 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, any member of the Faculty Relations Committee 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 Central Office and with the Association chairperson. The cost of preparing such forms shall be borne by the Board.

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 shall be written by the complainant and be directed to the building principal and promptly brought to the attention of the teacher. If such challenge cannot be resolved to the mutual satisfaction of the person raising the challenge, the principal and the teacher, the decision of the principal shall stand, pending a review by the superintendent with recommendation to the Board for final approval.

B. COMPLAINTS AND TEACHER DISCIPLINE:

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

Any 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.

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

2. Teacher Discipline:

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

C. TEACHER PROTECTION:

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

D. PROCEDURE FOR REDUCTION IN FORCE:

Once a determination has been made that a reduction in force will be necessary the following steps will be completed in the order listed below to determine which professional employees' positions will be reduced. This procedure will apply to non-probationary 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. An additional 1 point per year will be assigned for experience in the area to which the employee could be assigned. 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 tenured 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 seven (7) hours and fifty-five (55) minutes. The administrator at each building shall determine the teacher start and finish time subject to Board approval. School starting and ending times for the elementary and secondary students for each school year will be set at the May Board Meeting for the next year. The teacher shall be in his/her room or in the hall near his/her room 10 minutes before the beginning of student instruction.
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, 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.
6. When a schedule change is deemed necessary, a building representative committee will be established to determine appropriate changes. This committee will consist of: Administration, Teacher(s)/Counselor(s), VCNEA Representative. The professional educators directly affected will endorse the changes in a secret ballot election by simple majority. The changes then go to a VCNEA Executive Committee, the Superintendent, and then the BOE for final approval and implementation.

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

B. PREPARATION TIME:

1. Middle and High school teachers shall have one normal instructional period each day as preparation time and cumulative total of plan time during weeks of testing, to include local assessments, state assessments and finals.

2. Elementary teachers shall have a forty (40) minute block of time each day through scheduling practices.
3. When at the request of the Administration a teacher is assigned teaching responsibilities in place of a substitute during his/her planning period, the teacher shall be compensated \$10 for half the period or less and \$20 for more than half the period.

C. DUTY-FREE LUNCH:

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

D. PROFESSIONAL YEAR:

1. Contracted Days: The number of days for the school year covered by this agreement shall not exceed one hundred eighty-seven (187) days.
2. New Teacher Contract Days: Teachers new to the district shall report two days earlier than returning teachers. They will not be compensated for this extra day.
3. School Calendar: The school calendar for each school year of this Agreement shall be provided to each teacher.

E. GRADE CARD PREPARATION:

Teachers shall have four (4) days, excluding vacation days, and weekends, in which to prepare grade cards for distribution after the close of the first three grading (nine weeks) periods, and any other grade reporting or grade progress reporting requested by the administration. Beginning with the 2002-2003 school year, the last day of the first semester each year will be an early student release day for grade card preparation by teachers. These four (4) days do not include the time necessary for office personnel to computerize grades. Computerization time must be in addition to the four (4) days.

F. PROFESSIONAL LEARNING COMMUNITIES LEADERSHIP TEAM:

1. The Director of Student Learning or appropriately qualified designee will chair the committee with the assistance of the teacher facilitators/leaders. Recommendation for membership to the leadership team will be submitted for approval by the Director of Student Learning to the Board of Education.
2. District membership for this leadership team will be determined by the Director of Student Learning and building administration based an application process and vertical alignment of curriculum, instruction and assessment needs.
3. The total supplemental salary funds allotted for this Professional Learning Communities Leadership team will not exceed \$20,238.00 for the 2009-2010 contracted year.

4. The Professional Learning Communities Leadership team will meet a minimum of 10 times per year 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.
5. A copy of the job description will be available to staff. Appointments to this leadership team will be made on or before July 1, 2009.

Special Summer Curriculum Committees:

- a. Special Summer Curriculum Committees may be formed upon recommendation of the Curriculum Development Council and the assistant superintendent of curriculum 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 assistant superintendent of curriculum and the Curriculum Development Council.
- b. The responsibilities and reporting procedures of any Special Summer Curriculum Committee shall be as determined in the recommendation of the Curriculum Development Council 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 assistant superintendent of curriculum and Superintendent. 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 assistant superintendent of curriculum and Superintendent.

G. PROFESSIONAL DEVELOPMENT COUNCIL

1. The assistant superintendent of curriculum or appropriately qualified designee will chair the committee.
2. The assistant superintendent of curriculum will submit the names of those elected by individual building staff (1 from each building) for approval by the Board of Education.
3. The committee will meet at least ten (10) times during the year outside the teacher contract day. August – May.
4. The supplemental salary will be under Group B-6 of the Supplemental Salary Schedule.
5. A copy of the job description will be sent to staff in the handbook.

H. BUILDING IMPROVEMENT TEAM

1. Each building may establish a building improvement team.
2. Each building principal will submit recommendation for approval by the Board of Education, six (6) members.
3. Appointments will be for 1 year. Members can be re-appointed at the end of the term.
4. The committee will meet at least ten (10) times during the year outside the teacher contract day. August – May.
5. The supplemental salary will be under Group B-4 of the Supplemental Salary Schedule.
6. Members will be appointed in May for the next year's committee. A copy of the job description will be sent to staff in the handbook.

I. STUDENT IMPROVEMENT TEAM

1. Each building may establish a student improvement team.
2. Each building principal will submit recommendation for approval by the Board of Education not more than eight (8) members.
3. Appointments will be for 1 year. Members may be reappointed at the end of the term.
4. If the committee meets at least ten (10) times outside the teacher contract day, compensation will be paid under Group B-3 of the Supplemental Salary Schedule.
5. Members will be appointed in May for the next year's committee. A copy of the job description will be sent to staff in the handbook.

J. TRANSFERS:

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

K. LANGUAGE SUBCOMMITTEE:

Create a subcommittee of 4 people to clean up language in the negotiated agreement and bring recommendations to the 09-10 Negotiations Team. This committee's recommendations will be available to the Negotiations Team by Feb.1, 2010, and its commission will end June 1, 2010.

L. TEACHER EVALUATION TOOL SUBCOMMITTEE:

Create a joint advisory subcommittee for the purpose of reviewing current teacher evaluation tools. This committee's recommendations will be available to the Negotiations Team by Feb.1, 2010, and its commission will end June 1, 2010.

ARTICLE VII. TEACHER EVALUATION AND FILES

A. TEACHER EVALUATION:

1. Procedure:

- a. Early in the school year, the Building Administrator shall discuss teacher evaluation objectives, procedures and instruments with all teachers.
- 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. Evaluation conferences with the teacher shall be arranged according to the following schedules:
 1. Teachers in their first two consecutive years of employment in the district shall have a minimum of two (2) evaluations each year. One (1) evaluation and conference shall be completed no later than the 60th day of each semester.
 2. Teachers in their third and fourth years of employment shall have a minimum of one (1) evaluation per year. All evaluations must be completed by February 15. Additional evaluation conferences may be scheduled as needed in order to provide assistance in improving teaching performance.
 3. After the fourth (4) year of employment, teachers must be evaluated a minimum of once every three (3) years. All evaluation must be completed by February 15 of the school year in which the evaluation is held.
 4. Should the evaluation reveal performance deficiencies, a re-evaluation shall be scheduled. The evaluator and teacher will cooperatively develop a written plan of assistance. The teacher shall have the responsibility for correcting the deficiencies according to said plan. The building administrator shall provide input in correcting the deficiencies. A peer assistant teacher may be assigned by VCNEA to assist the teacher with the improvement plan if requested by the teacher. The requesting teacher may also allow the VCNEA peer teachers to sit in on conference held with the evaluating administrator when discussing the improvement plan. At no time shall peer teacher obstruct or hinder the evaluating administrator's legal responsibility to evaluate teachers.
- d. The Building Administrator shall make at least a minimum of two (2) observations, one of which must be a pre-observation planned visit. The other(s) may be drop-in(s) to a minimum of 60 minutes summative per evaluation. These must be completed prior to completion of the Teacher Evaluation Form. The teacher shall be provided class visitation notes made by the evaluator.

B. TEACHER FILES:

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

ARTICLE VIII. LEAVES

A. TEMPORARY PAID LEAVES:

1. Personal Illness or Disability:

- a. Teachers shall receive fifteen (15) normal working days of temporary leave for each full contract year, accumulative to a limit of seventy-five (75) days. Days accrued during the contract year can be used over and above the maximum accumulation, but no more than 75 days can be carried forward from one year to the next. A Request for Leave form shall be filed in the Central Office when this type of leave is utilized.
- 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 therefrom.
- c. When an employee is absent from duty for more than five (5) consecutive school days, the employee shall furnish verification of illness (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. At the end of the contract year, a teacher will be paid for unused sick leave in excess of 75 days at 1/3 of the daily substitute pay. Separate payment to be made with the October 23rd pay warrant of the next year for teachers under contract.

2. Illness, Injury or Death in the Immediate Family:

- a. Teachers may use temporary paid leave in case of illness, injury or death in the immediate family. The immediate family is defined to be husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or someone residing in the household. Such leave shall be charged to the employee's temporary paid leave and is not accumulative from year to year. Teachers may apply to the Superintendent for additional temporary paid leave under extenuating circumstances.
- b. Teachers may use temporary paid leave in case of medical or dental appointments for spouse and dependent children.
- c. Teachers may use up to fifteen (15) days per year for these occurrences. A Request for Leave form shall be filed in the Central Office when this type of leave is utilized.

3. 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.

4. Sick Leave Bank:

- a. Definition: The sick leave bank is defined as a depository of accumulated sick leave which is contributed by the teacher and Board of Education for the purpose of providing the teacher security during long term, unforeseen illness, or injury due to accident.
- b. Each newly employed certified teacher will contribute one (1) day of vested temporary leave to the sick leave bank during the first year of employment. If the sick leave bank contains fewer than 360 days at the beginning of a school year, the Board of Education will restore the bank to 360 days.
- c. The accumulated days in the bank at the end of the school year shall remain. Additional days contributed by the newly employed teachers shall be credited to the bank each year. No further replenishment of the sick leave bank shall take place during a school year.
- d. Teachers must first use accumulated temporary leave days, then vested extended leave days (if applicable), before the sick leave bank will be available to them.
- e. Screening Board Membership: The Sick Leave Screening Board shall review all applications for benefits from the sick leave bank. The membership of the Board shall consist of the Superintendent, Teacher's Principal, a Board of Education Member, and five teachers (one from each building).
- f. Application Procedures:
 1. Any teacher who has exhausted all other vested district sick leave days may make written application for benefits to the Screening Board on an official district form. A written statement from the physician which outlines the teacher's health status and ability 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 the applicant within three (3) calendar days after a decision has been made.
 3. Teachers utilizing the sick leave bank shall have their case reviewed weekly by the Screening Board and shall provide, upon request of the Screening Board, additional information or documents which demonstrate the necessity of continued use of the bank.
 4. If benefits in excess of fifteen (15) days are utilized from the bank the teacher must submit an additional doctor's statement. The Screening Committee may request the

teacher to submit to a physical examination by a physician chosen by the Screening Board. The cost of said physical examination shall be borne by the school district.

- g. The number of days of benefits from the bank are available to each teacher employed by the district according to the following number of years of service to the district:

	<u>1st Semester</u>	<u>2nd Semester</u>
1 st year	5 days	10 days
2 nd year	15 days	20 days
3 rd year	25 days	30 days
4 th year	35 days	40 days
5 th year	45 days	50 days
6 th year	55 days	60 days
7 th year	65 days	70 days
8 th year	75 days	80 days
9 th year	85 days	90 days

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

- h. Restoring Borrowed Days: The teacher shall return borrowed days to the bank the following year or years as are 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.
5. Professional Improvement: Teachers may be granted temporary leave to attend local, regional, state, or national meetings of professional education associations or learned societies subject to the following limitations:
- a. All such requests must have a direct relationship to the teaching/extra duty assignment of the teacher and must be granted on the approval of the principal and superintendent.
 - b. Budgetary provisions for attendance must be made in advance.
 - c. Applications for professional leave shall be approved by the Superintendent or designated representative. Requests for such professional leave shall be made by completing the Prior Approval Form in MyLearning Plan and on an official district Request for Leave form one week in advance (in state) or 30 days in advance (out of state) prior to the anticipated absence.
 - d. Central Office will within three (3) days of receiving the Request for Leave form for Professional Leave from the teacher return it to the teacher for verification.

Professional leave shall not be charged to the teacher's accumulated temporary leave time.

- e. Consultation/Contracted Services: Certified employees may be excused from regular duty by the Superintendent to perform contracted services as to other districts, government agencies or private industry. If a certified employee receives payment for contracted or consulting services or pay for travel they will be required to take other 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.

6. Personal Leave

- a. Each teacher shall be allowed two (2) days of personal leave per year, chargeable to Temporary Paid Leave.
- 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 in the Central Office. Forms submitted that do not meet deadlines will not be approved and a deduction in pay will be made.
- c. Personal leave cannot be used to extend a holiday or vacation period. This provision may be waived only with prior approval of the superintendent.
- d. Only one (1) day of personal leave per semester will be granted. This provision may be waived only with prior approval of the superintendent.
- e. 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.
- f. Any absence beyond the two days in (a) above and not covered by normal leave policy, but approved by the Superintendent, shall receive a salary deduction equal to the current Substitute Teacher's pay. Examples of such leave would include, but not limited to: weather related absences, extended leaves not covered under other provisions, etc.
- g. Leave under this article may not be used on an Inservice Day or Parent Teacher Conferences without prior approval of the Superintendent.
- h. 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.

Superintendent request not to count towards 5 days.

7. Jury Duty: Contracted employees who are called for jury duty shall be allowed to serve with no loss of pay or accumulated leave.

The jury duty form which indicates the per diem paid for jury duty shall be provided to the Central 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 September. 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 be indicated on the application form or as an attached statement and shall include details of a project such as research, writing and travel to be pursued independently by the applicant.

4. Compensation

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

5. Status While on Sabbatical Leave

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

6. Status on Return from Sabbatical Leave

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

7. Sabbatical Committee

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

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

8. Selection

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

ARTICLE IX. FRINGE BENEFITS

A. SALARY DEDUCTIONS:

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

1. Association dues
2. Annuities
3. Charitable donations (as approved by the Board)
4. Credit Union
5. Insurance
6. Disability Insurance shall not be available through the Salary Reduction Plan (pre-tax) but may be purchased through payroll deduction (after tax).

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

B. ACTIVITY PASS:

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

C. SALARY REDUCTION:

1. Teacher salaries as designated in the teacher salary schedule shall be available for use in an IRC Section 125 Salary Reduction Plan as adopted.
2. Available benefits under salary reduction shall include:
 - a. term life insurance (\$50,000 maximum)
 - 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:

Full time teachers will be provided employee single member paid group health insurance, up to \$321 per month for the 2009-10 contract year to be applied to the single group health insurance plan.

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, 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 representative
- 2 Administrator representatives
- 3 Classified employee representatives, and
- 3 Representatives from VCNEA (one each: elementary, middle, & high school)

E. DIRECT DEPOSIT

Direct deposit of employee salary checks will be available beginning November 1 of each contract year.

F. REIMBURSEMENT FOR TUITION – **(This section does not apply for 2009-2010)**

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

- Courses are taken as part of a recognized graduate degree program, in the teacher's field, another teaching field or for other endorsements.
- Reimbursement for any tuition would not exceed one-half of the actual cost, up to a maximum of \$500.00 per course.
- Payment would be made upon presentation of evidence that the course was successfully completed.
- If a teacher receiving tuition reimbursement leaves the employment of USD 262 within one year of payment the teacher will repay the reimbursement amount. If the teacher does not complete the program according to the schedule established by the degree granting institution, the teacher will repay the reimbursement amount.
- The total amount for all payments under this section shall not exceed \$12,000.00 per year.

ARTICLE X. TEACHER COMPENSATION

The general provisions for the salary advancement will be frozen for the 2009-2010 contract year.

The areas frozen include:

- Placement on Column
- Placement on Step*
- Longevity
- Reimbursement for Tuition – No tuition reimbursement after August 1, 2009
- National Board Certification- No annual stipends or application reimbursement
- Supplemental Schedule – except as stated in other proposed changes

A. GENERAL PROVISIONS:

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

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

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

*2009-2010 year of service will count towards your cumulative years of service.

3. Movement to New Column: Teachers cannot move more than one vertical step from one contract year to next. Horizontal advancement on the schedule shall require evidence of additional credit hours. Such hours shall be filed in the Central Office no later than October 1 of each year.

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

- a. All hours necessary for horizontal advancement on the salary schedule must meet the approval of the Superintendent of Schools. All such requests and approvals shall be in writing. 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 of curriculum, 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. Each teacher shall have a transcript of all credit hours earned as of October 1 of each year on file in the Central Office. Teachers have until May 1, 2005 to report all credit hours that they wish to have recognized. After that, hours must be reported not more than one calendar year after completion to count toward column advancement.
 - d. 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.
4. Inservice Points for Salary Advancement: A teacher with an approved individual 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 and MA+48.

Note: When a teacher advances to MA+12 using 120 points for college credit, they must earn 120 additional points to move to the MA+24 and 120 points additional to move to MA+36. Any points earned prior to July 1, 1996 do not count. No inservice points will be allowed for the BS+36 column after July 1, 1997.

Masters' Column, Masters' Column Plus 12, 24, 36, 48

Year Over the Top	Longevity Payment	Year Over the Top	Longevity Payment
1	\$800	6	\$1600
2	\$800	7	\$2400
3	\$800	8	\$2400
4	\$1600	9	\$2400
5	\$1600	10 plus	\$3200

5. Longevity: All teachers who reach the top of the MA, MA+12, MA+24, MA+36, and MA+48 columns of the salary schedule shall receive a longevity payment of \$800 each year beginning with the first (1st) year over the top of that column. Payment will increase by \$800 on the fourth (4th), seventh (7th), and tenth (10th) year over the top of that column up to a total of \$3,200.

Bachelors' Column Plus 36, Step 19

Year Over the Top	Longevity Payment	Year Over the Top	Longevity Payment
1	\$800	4	0
2	0	5	0
3*	\$800	6*	\$800

**With Masters' plan on file*

All teachers who reach the equivalent of the nineteenth (19th) step on BS+36 will receive a one-time \$800 longevity payment.

Teachers on the BS+36 column who have on file an approved masters program at a college or university, shall receive \$800 when they are at the third (3rd) and sixth (6th) year over the top of the column to a total of \$2,400.

Longevity pay will continue even when a teacher moves to a new column except for the 2009-2010 school year.

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 per diem rate for the regular year will be calculated and multiplied times the number of days in the extended contract.

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

2. Extracurricular Compensation:

- a. Extra Duty Assignments: Extra duty assignments are outside of the teacher's workday. Extra duty assignments include all teacher employment and Saturday Detention and Homebound teaching 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.

A form will be attached to all USD 262 contracts affording all district teachers the opportunity to participate in such extra duty assignments.

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 twelve dollars (\$12.00) per hour with a maximum payment of one hundred ninety-two dollars (\$192.00) per event (16 hours).

- b. Supplemental Assignments: A teacher accepting supplemental assignment shall be compensated as specified in Appendix A.
 - c. Insurance: All extra duty and supplemental assignments shall be covered by Worker's Compensation Insurance.
3. Compensation: A payment equal to 2/3 of the daily pay for a daily substitute teacher (not to include daily pay for permanent subs) for accumulated sick leave (maximum of 90 days) will be made to teacher employed by USD 262 at retirement, or death of that teacher who has served the district a minimum of six (6) years. In the event of the employee's death, that specified dollar amount of compensation for accumulated sick leave will be awarded to that teacher's beneficiary (ies).

4. Mileage Allowance: Any teacher that is required or requested to use his/her personal automobile as a regular condition of employment or for other business of the district shall be reimbursed for his/her expenses each semester based on the rate per mile established by the Secretary of Administration of the state of Kansas, which is in effect at the beginning of the fiscal year. All such requests for mileage reimbursement must have prior approval of the Central Office.
5. National Board Certification: Annual \$1,000 bonus for the 10-year life of certificate plus reimburse certification fee for National Board Certification.
 - a. The Board will pay up to but not exceed \$2,500 per application. This amount will be debited from the funds referred to in Article IX.F.
 - b. If teacher receiving district payments for the application leaves the employment of USD 262, on his/her own accord, within one year of completion of the program, or should the employee not receive National Board Certification, the employee will repay the full amount of the application payment. This payment must be received within six calendar months beginning with the day of notification of not receiving National Board Certification. A copy of the official letter will be required to be placed in the teacher's personnel file.
 - c. The district will grant the equivalent of 12 college credit hours per Negotiated Agreement upon successful completion of the certification program.

C. EMPLOYER SPONSORED 403(b) PLAN (Not available to current employees):

1. Teachers in the school district, who retire from employment with the district prior to normal retirement age, may elect to participate in the school district's 403(b) plan under the terms and conditions set forth in this article. Participation is entirely voluntary and at the discretion of an eligible teacher.
2. Eligibility – A teacher is eligible for the 403(b) plan if such teacher:
 - a. is currently a full time employee of the school district,
 - b. is not less than 57 years of age and not more than 64 years of age,
 - c. has 15 years or more of full-time employment service with the school district, and
 - d. has 20 years or more of full-time service credit recognized by the Kansas Public Employees Retirement System (KPERs).

Eligibility for participation will be determined by the superintendent or designee. A teacher applying for participation shall have the responsibility to provide all facts and information necessary to prove eligibility for participation and to determine benefits to be paid.

3. Application – A teacher may apply for participation by giving written notice to the superintendent or designee. Such written notice shall be submitted fifteen (15) months prior to the anticipated retirement date and shall include the following information:

- a. a statement of the applicant's desire to participate in the 403(b) plan;
- b. the anticipated date of retirement;
- c. the applicant's birth date and age on the date of retirement;
- d. the current mailing address and telephone number of the applicant;
- e. the number of years applicant has been employed by the school district;
- f. the total number of years of service credit recognized by KPERs;
- g. applicant's current annual salary; and
- h. whether the applicant desires to purchase health insurance coverage through the school district's health insurance program by payment of the premiums to the district.

Under unusual circumstances the superintendent may waive the fifteen (15) month requirement.

Following final action on any application for participation, the superintendent or designee shall notify the applicant, in writing, within fifteen (15) days, of the final disposition and the date and estimated amount of annual early retirement benefits to be paid.

- 4. Benefits – An eligible teacher who participates in the plan will be entitled to a non-elective contribution to a 403(b) account in an amount equal to the product of:
 - a. 25% of qualifying salary for years of service in district between 15 years – 19 years;
 - b. 26% of qualifying salary for years of service in district between 20 years – 24 years;
 - c. 27% of qualifying salary for years of service after 25 years of service to the district.

NOTE: Supplementary or extended contract salaries are not to be included.

It is further provided that, beginning with the 1992-93 school year, and annually thereafter, the superintendent or designee shall compute, on or before March 1, an estimated benefit for each teacher between ages of 57 and 64. This information shall become a part of the teacher's permanent file. For any teacher, past the age of 57 choosing the 403(b) option, the benefit shall be as computed on the current data, or the benefit as computed for any three (3) prior years, whichever is greater.

- 5. Terms and Conditions – The following terms and conditions shall apply to the school district's plan:
 - a. Any application for the Employer Sponsored 403(b) plan shall be granted by the Board of Education;
 - b. The annual benefit shall be paid into the appropriate account with the district's 23rd payroll starting in September of the year retired.
 - c. A teacher participating in the plan shall have the option to maintain health insurance coverage through the school district's health insurance program by notifying the district of that intent and remitting the premium amount to the school district.

- d. All benefits, including the option to maintain health insurance, shall automatically terminate at the end of the five (5) year period or when the employee is eligible for full social security benefits, whichever comes first.
- e. A teacher who participates shall have the responsibility to keep the school district informed of their current mailing address and telephone number;
- f. If any provision of this plan is determined to be in violation of federal or state laws or regulations, then only that provision shall be altered to comply with said regulation or law. That provision shall then be approved by the two parties of this agreement. Readoption of the entire plan shall not be necessary.
- g. In the event the Board of Education would increase or decrease the index percentage at any given year, those teachers already retired and having some years left on their benefit shall not be affected by this newly approved index figure for their remaining years of eligibility.
- h. The Board of Education retains the right to adopt the program on a year-to-year basis. Should the Board choose to discontinue the program, notification shall be given to the staff in the period between July 1 and August 15, two years prior to discontinuing the program.
- i. Should the Board decide not to adopt the program in any given year, all teachers who were on the program prior to the non adoption will continue on the program until the completion of the contract year in which the employee reaches the end of the five (5) year period or when the employee is eligible for full social security benefits, whichever comes first.
- j. Any applicant meeting the requirements shall be granted such benefits by the Board of Education if the program is adopted for the following year.
- k. Any teacher retiring under this policy will not be permitted to be employed by USD 262 in any form or fashion after retirement (except may substitute only).
- l. Total dollars for new retirees each year are to be deducted from that year's newly appropriated salaries.
- m. The 403(b) plan shall not allow Teachers to make elective deferred contributions. All contributions shall be made by the school district and shall be non-elective contributions.

D. METHOD OF PAYMENT:

1. Pay Periods: Teachers shall be paid in twenty-four (24) equal installments on the 8th and 23rd of each month. If these dates fall on a weekend or school holiday, that pay date will be the last school day before the school weekend or school holiday. Exception: when Spring break falls one (1) week in advance of payday it would be excluded from Holiday pay schedule.

2. Exceptions:

- a. A written request for lump sum payment of checks for June 23rd, July, August must be on file in the Central 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 checks for teachers who have requested lump sum payment will be available on June 23rd or on Friday if the 23rd falls on Saturday or Sunday.

- 3. Summer Checks: Summer checks other than for summer school teachers shall be mailed to the address designated by the teacher.
- 4. Correction or adjusting contractual errors or omissions on the teacher contract: The Board of Education and the teacher will adjust contract salaries when errors or omissions have been noted. All errors are subject to retroactive action for that current contracted period.

E. TEACHER SALARY SCHEDULE:

The teacher salary schedule for the 2009 - 2010 school year is set forth as Appendix A.

F. SUPPLEMENTAL DUTIES SCHEDULE:

- 1. All persons performing supplemental duties listed on the schedule for the first time will be placed on the newly adopted schedule.
- 2. Teachers who sign a supplemental duty contract and resign that position after the first pay day of the school year (September 8) 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. Supplemental Salary Schedule percents are applied to the base BA schedule to calculate salaries.

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

The Negotiated Agreement between the NEA-Valley Center Teachers' Association and the Unified School District #262 Board of Education for the 2009-2010 year, attached hereto, is hereby ratified.

By Debra Williams
NEA-Valley Center Teachers' Ass'n President

6-15-09
Date

By David Sears
Unified School District 262 Board President

6-18-09
Date

**SALARY SCHEDULE
2009-10**

YRS EXP	STEP	BA	BA+12	BA+24	BA+36	MA	MA+12	MA+24	MA+36	MA+48
0	1	36,300	36,734	37,150	37,670	38,534	39,054	39,600	40,146	40,892
1	2	36,835	37,269	37,685	38,205	39,069	39,589	40,135	40,681	41,427
2	3	37,370	37,804	38,220	38,740	39,604	40,124	40,670	41,216	41,962
3	4	37,905	38,339	38,755	39,275	40,139	40,659	41,205	41,751	42,497
4	5	38,440	38,874	39,290	39,810	40,674	41,194	41,740	42,286	43,032
5	6	38,975	39,409	39,825	40,345	41,209	41,729	42,275	42,821	43,567
6	7	39,510	39,944	40,360	40,880	41,744	42,264	42,810	43,356	44,102
7	8	40,045	40,479	40,895	41,415	42,279	42,799	43,345	43,891	44,637
8	9	40,580	41,014	41,430	41,950	42,814	43,334	43,880	44,426	45,172
9	10	41,115	41,549	41,965	42,485	43,349	43,869	44,415	44,961	45,707
10	11	41,650	42,084	42,500	43,020	43,884	44,404	44,950	45,496	46,242
11	12		42,619	43,035	43,555	44,519	45,144	45,585	46,131	46,877
12	13		43,362	43,778	44,298	45,262	45,784	46,328	46,874	47,620
13	14		44,105	44,521	45,041	46,005	46,527	47,071	47,617	48,363
14	15			45,264	45,784	46,748	47,270	47,814	48,360	49,106
15	16			46,007	46,527	47,491	48,013	48,557	49,103	49,849
16	17				47,527	48,491	49,013	49,557	50,103	50,849
17	18				48,527	49,491	50,013	50,557	51,103	51,849
18	19					50,491	51,013	51,557	52,103	52,849
19	20						52,013	52,557	53,103	53,849
20	21							53,557	54,103	54,849
21	22								55,103	55,849
22	23									56,849

USD 262 Supplemental Schedule

ATHLETIC COLUMN

Group A-1

HS Head Football	\$4,901
HS Head Boys Basketball	\$4,901
HS Head Girls Basketball	\$4,901
HS Head Wrestling	\$4,901
HS Head Volleyball	\$4,901
Athletic Supervisor (x.5)	\$2,450

Group A-2

Program Cheerleader Sponsor	\$4,356
HS Weight Lifting Sponsor	\$4,356

Group A-3

HS Head Baseball	\$3,993
HS Head Track	\$3,993
HS Head Girls Soccer	\$3,993
HS Head Boys Soccer	\$3,993
HS Head Girls Tennis	\$3,993
HS Head Boys Tennis	\$3,993
HS Head Softball	\$3,993
HS Head Cross Country	\$3,993

Group A-4

MS Head Football	\$3,449
MS Head Boys Basketball	\$3,449
MS Head Girls Basketball	\$3,449
MS Head Volleyball	\$3,449
MS Head Wrestling	\$3,449

Group A-5

HS Ass't Basketball	\$3,086
HS Ass't Wrestling	\$3,086
HS Ass't Volleyball	\$3,086
HS Ass't Football	\$3,086

Group A-6

HS Ass't. Track	\$2,904
Ass't Cheerleader Sponsor	\$2,904
MS Head Boys Track	\$2,904
MS Head Girls Track	\$2,904
MS Head Girls Tennis	\$2,904
MS Head Boys Tennis	\$2,904

Group A-7

HS Head Golf	\$2,541
HS Ass't. Baseball	\$2,541
MS Ass't Boys Basketball	\$2,541
MS Ass't Girls Basketball	\$2,541
MS Ass't Football	\$2,541
MS Ass't Volleyball	\$2,541
MS Ass't Wrestling	\$2,541
HS Ass't Softball	\$2,541
HS Ass't. Tennis	\$2,541
HS Ass't. Soccer	\$2,541
HS Ass't. Cross Country	\$2,541
MS Head Cross Country	\$2,541
Summer Weights Coordinator	\$2,541

Group A-8

MS Ass't Girls Tennis	\$2,360
MS Ass't Track	\$2,360
MS Ass't Boys Tennis	\$2,360
HS Head Dance Sponsor	\$2,360

Group A-9

Asst Summer Weight Lifting Sponsor	\$1,997
HS Ass't Golf	\$1,997

NON-ATHLETIC COLUMN

Group B-1

HS Instrumental Music (X 2)	\$3,812
HS Head Debate	\$3,812
HS Vocal Music	\$3,812
Forensics Head Sponsor	\$3,812

Group B-2

HS Yearbook	\$2,541
HS Musical (X 2)	\$2,541

Group B-3

MS Vocal Music	\$1,634
MS Instrumental Music (X 2)	\$1,634
Elementary Vocal Music	\$1,634
HS Ass't. Debate Sponsor	\$1,634
HS Scholars Bowl	\$1,634
Student Improvement Team member	\$1,634
HS Drama Head (per play)	\$1,634
HS Ass't Forensics Sponsor	\$1,634

Group B-4

HS Student Council Sponsor (X 2)	\$1,271
DECA Sponsor	\$1,271
Building Improvement Team member	\$1,271
MS Yearbook	\$1,271
Technology Student Association (TSA)	\$1,271
FCCLA	\$1,271
Skills USA	\$1,271
Intramural Director	\$1,271
Flag Choreographer	\$1,271

Group B-5

HS Newspaper	\$908
HS Senior Sponsor (X 2)	\$908
HS Junior Sponsor (X 2)	\$908
HS Asst Drama (Per Play)	\$908
Concessions Manager	\$908

Group B-6

MS Student Council Sponsor	\$726
Elementary Instrumental Music (X 2)	\$726
MS Scholars Bowl Sponsor	\$726
9th Grade Sponsor (1)	\$726
10th Grade Sponsor (1)	\$726
Professional Development Council member	\$726
Robotics Coach	\$726
Prof. Learning Communities Leadership	*

Group B-7

HS Clubs meeting following conditions:	\$454
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	

*The total supplemental salary funds allotted for Professional Learning Communities Leadership team will not exceed \$20,238.00.

U.S.D. #262**PERFORMANCE OBJECTIVES FORM**

NAME _____ SCHOOL _____

SCHOOL YEAR _____ GRADE/SUBJECT/POSITION _____

Develop one-three (1-3) performance objectives. These objectives may involve any area that will increase your competency as an instructor. These objectives shall be written in narrative form and shall be stated in measurable terms.

VALLEY CENTER UNIFIED SCHOOL DISTRICT 262

PRE-OBSERVATION FORM

 Teacher's Name

 Date

Pre-observation Data/Lesson Plan	Post-observation (Feedback) Report
I. A. What are the instructional objectives for this lesson? (Include conditions, observable behavior, and measurable outcome. Ex: Given a ruler TLW measure a table accurately by the end of the class.)	
B. How do you know the objectives are at the correct level of difficulty?	
II. A. How does the lesson fit into the district's curriculum? Explain.	
B. How does the lesson fit into the unit being taught? (i.e., introductory, continuing, <u>culminating</u>)	
III. How will the lesson be structured, i.e., lecture, small group discussion, simulations, transitional activities?	
IV. What are the students going to do to practice the learning?	
V. How will you determine if the learner outcomes have been reached?	
VI. State any group or individual characteristics/circumstances of which the evaluator should be aware (unusual behaviors, group interactions, unusual circumstances, etc.).	
VII. On which criterion/criteria should the observer focus?	

**VALLEY CENTER UNIFIED DISTRICT 262
POST OBSERVATION SUMMARY**

Teacher's Name

School

Time, Date of Visit

of Conference After Visit

Commendable Practices and Areas of Strength:

Suggestions for Improvement-- I. Immediate II. Long Range

Remarks by the Teacher:

I have read this report of supervision and I am familiar with its contents.

Signed _____
Teacher

Principal

PLAN OF ASSISTANCE FOR NON-PROBATIONARY TEACHERS

1. If a significant performance deficiency is identified which might lead to a possible recommendation of termination or non-renewal of a contract of a non-probationary teacher, the faculty member shall be informed in writing of his/her unsatisfactory performance. The following procedures will be used:
 - a) the employee judged unsatisfactory will be notified in writing by the appropriate building principal or supervisor as soon as the problem is apparent.
 - b) the written notification shall contain stated areas of deficiencies.
 - c) the written notification must be accompanied by a completion of the "Notification of Unsatisfactory Performance" form. (See appendix)
 - d) a plan of assistance outlining a specific and reasonable program of improvement will be cooperatively developed by the teacher and administrator.
 - e) no later than March 1 of the year in which the plan of assistance is in effect, the appropriate administrator shall notify the teacher in writing of: 1) the teacher has made satisfactory progress on the plan of assistance, and the plan can be discontinued; 2) the teacher has not made satisfactory progress on the plan of assistance, and the plan of assistance will be continued; 3) the appropriate administrator will recommend to the superintendent that the contract of the teacher be non-renewed.

**VALLEY CENTER USD #262
TEACHER EVALUATION REPORT**

Teacher:	Number of years in the district:										
School:	School Year:	Grade/Subject:									
Evaluator:		<p style="text-align: center;">Pre-Evaluation Conference Date:</p> <p style="text-align: center;">Classroom Observations</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">1st</td> <td style="width: 30%;">Date:</td> <td style="width: 40%;">Period:</td> </tr> <tr> <td>2nd</td> <td>Date:</td> <td>Period:</td> </tr> <tr> <td>3rd</td> <td>Date:</td> <td>Period:</td> </tr> </table>	1 st	Date:	Period:	2 nd	Date:	Period:	3 rd	Date:	Period:
1 st	Date:	Period:									
2 nd	Date:	Period:									
3 rd	Date:	Period:									
<p>H Highly Effective E Effective L Less than Effective P Plan of Assistance Needed</p>											

I. INSTRUCTIONAL STRATEGIES

Comments:

1. The teacher displays a thorough knowledge of curriculum and subject matter.
 - a) uses appropriate examples and illustrations
 - b) teaches accurate information
 - c) designates purpose of activity

2. The teacher prepares and teaches materials which reflect the prescribed curriculum.
 - a) selects objectives at the level of difficulty to assure successful learning
 - b) selects a variety of teaching methods and procedures along with a variety of student activities
 - c) incorporates appropriate materials and resources
 - d) follows district curriculum guides

3. The teacher demonstrates effective planning.
 - a) develops appropriate plans
 - b) relates specific topics or activities to content area
 - c) uses appropriate examples and illustrations
 - d) provides adequate materials

4. The teacher motivates students.
 - a) positive reinforcement towards students
 - b) instills enthusiasm on the part of the students by being an enthusiastic teacher
 - c) encourages student participation
 - d) relates learning activities to student interest

5. The teacher sets high expectations for student achievement.
 - a) establishes expectations for a student based on his/her ability level
 - b) assists students in developing skill levels commensurate with their abilities
 - c) provides challenging instruction and assignments
 - d) provides enrichment activities
 - e) communicates to students that they can learn

6. The teacher demonstrates effective instructional techniques.
 - a) uses grouping to encourage peer group interaction
 - b) makes use of school and community resources to support current learning activities
 - c) groups a student according to his/her instructional needs
 - d) creates a set of guidelines for students to follow when doing small group work
 - e) reviews and previews; provides structure of learning
 - f) states instructional objectives
 - g) models activities congruent with topic being taught
 - h) provides independent practice activities
 - i) check for understanding
 - j) use appropriate questioning techniques
 - k) makes effective use of available instructional media and material
 - l) presents instruction at an appropriate level of difficulty

7. The teacher communicates effectively with students.
 - a) speaks clearly
 - b) uses a variety of verbal and non-verbal techniques
 - c) raises, elicits, and responds to student questions before proceeding
 - d) gives clear, explicit directions
 - e) utilizes probing techniques
 - f) conveys ideas effectively
 - g) provides an environment where students feel free to communicate with the teacher

Comments:

8. The teacher uses instructional time effectively and fairly.

- a) schedules learning time according to recommended schedule
- b) begins class work promptly
- c) reinforces students who are spending time on task
- d) minimizes management time
- e) minimizes transition time
- f) minimizes non-productive time
- g) minimizes interruptions
- h) utilizes class time period

9. The teacher evaluates students effectively and fairly.

- a) gives written comments as well as points and scores
- b) makes opportunities for one-on-one conferences
- c) interprets test results to students and parents
- d) provides written comments when appropriate
- e) makes methods of evaluation clear and purposeful
- f) prepares tests which reflect course content
- g) effectively reports pupils' progress to the pupil
- h) provides prompt evaluative feedback
- i) provides adequate criteria, weight, and frequency in evaluating students
- j) schedules evaluations with appropriate placement, frequency and length

10. The teacher utilizes technology to support instruction and classroom management.

- a) uses the computer to take attendance
- b) uses the computer to prepare tests and worksheets
- c) uses the computer to prepare presentations (i.e. powerpoint)
- d) uses the computer lab for student research
- e) uses email to communicate with parents
- f) uses the computer for grade preparation and to generate reports for parents
- g) utilizes current software in subject area(s)
- h) utilizes non-computer technology available to teachers
- i) utilizes the computer to research prices for purchasing supplies/equipment

II. CLASSROOM MANAGEMENT

Comments:

1. The teacher demonstrates effective and efficient classroom management.

- a) establishes and communicates guidelines for student classroom behavior
- b) demonstrates fairness and consistency in handling of student problems
- c) maintains good classroom control
- d) manages disruptive behavior constructively
- e) manages discipline problems in accordance with administrative policies

2. The teacher pays appropriate attention to the physical condition and appearance of the classroom and equipment.

- a) maintains an accurate inventory
- b) completes maintenance requests for items needing repair
- c) maintains a safe environment within the classroom
- d) maintains a clean and organized classroom

III. PROFESSIONALISM

Comments:

1. The teacher demonstrates employee responsibilities.

- a) responds appropriately to parent concerns
- b) is punctual
- c) completes duties accurately and promptly
- d) has regular attendance
- e) attends meetings as requested by administrators
- f) maintains acceptable standard of dress and grooming
- g) maintains good judgment in actions and speech in front of students
- h) strives for improvement through positive participation in professional growth activities

2. The teacher supports school regulations and policies.

- a) adheres to authorized policies
- b) selects appropriate channels for resolving concerns/problems
- c) strives to stay informed regarding policies and regulations
- d) responds to supervision and suggestions for improvement

3. The teacher assumes responsibilities outside the classroom as they relate to school.

- a) assumes necessary non-educational responsibilities
- b) exercises reasonable responsibility for student management throughout the entire building

IV. PERSONAL CHARACTERISTICS

Comments:

1. The teacher demonstrates effective interpersonal relationships with others.

- a) makes use of support services as needed
- b) shares ideas, materials and methods with other teachers
- c) cooperates with parents in the best interest of the students
- d) supports and participates in parent-teacher activities
- e) works well with other teachers and administration
- f) maintains discretion and consideration in speaking of his/her fellow colleagues and school

2. The teacher demonstrates awareness of the needs of students.

- a) has positive relationships with students individually and in groups
- b) promotes positive self-image in students
- c) is readily available to students
- d) gives criticism which is constructive; praise which is appropriate
- e) makes an effort to know each student as an individual
- f) handles confidential matters of information in a professional manner

3. The teacher demonstrates enthusiasm and interest for teaching.

- a) understands and likes students
- b) establishes and maintains rapport with students
- c) is friendly and approachable
- d) demonstrates composure
- e) has self-confidence
- f) has respect from and for others

4. The teacher demonstrates emotional stability.

- a) is controlled and effective under pressure
- b) adjusts to new situations
- c) has emotional maturity necessary to meet the responsibilities required by the job

V. SUGGESTIONS FOR ONGOING PROFESSIONAL GROWTH

The indicators listed on this evaluation are not intended to be all-inclusive.

VI. PLAN OF ASSISTANCE

NEEDED _____ **NOT NEEDED** _____

Date

Teacher's Signature
Signature does not necessarily mean agreement with the evaluation

Date

Administrator's Signature

The evaluatee has the right to reply to any comments on the evaluation. A copy of the rebuttal must be turned into the evaluator within two weeks after receiving the evaluation. It will be attached to the instrument and forwarded to the district office. (*Revised 04-07-04*)

**VALLEY CENTER USD #262
MEDIA SPECIALIST EVALUATION REPORT**

Media Specialist: _____ **Number of years in the district:** _____

School: _____ **School Year:** _____ **Grade/Subject:** _____

Evaluator: _____

- H Highly Effective**
- E Effective**
- L Less than Effective**
- P Plan of Assistance Needed**

Pre-Evaluation Conference

Date: _____

Classroom Observations

1st Date: _____ Period: _____
 2nd Date: _____ Period: _____
 3rd Date: _____ Period: _____

I. PRACTICES AND PERFORMANCE

Comments:

1. The media specialist interacts professionally with faculty and staff.

- a) encourages maximum use of the facility by faculty and staff
- b) informs faculty and staff of new materials
- c) works with teachers in planning units that require media center research
- d) keeps administrators informed of activities and needs
- e) provides orientation instruction to new staff
- f) arranges inter-library loans when requested

2. The media specialist interacts professionally with students.

- a) encourages maximum use of the facility by students
- b) meets the needs of students with special interests, abilities, and learning problems
- c) provides orientation instruction to new students
- d) provides reading guidance
- e) assists students in developing independent research
- f) instructs assistants and/or student aides in media center procedures
- g) informs students about new materials
- h) arranges inter-library loans when requested and deemed necessary

3. The media specialist demonstrates effective library programming.

- a) prepares and administers the media center budget
- b) selects and purchases media center materials
- c) places importance on staff requests for materials
- d) evaluates the program for greater efficiency and innovative practices

4. The media specialist utilizes technology to support and supplement the media center.

- a) uses the computer to take attendance
- b) uses the computer to prepare reports and/or grades
- c) uses the computer as a card catalog
- d) uses the computer for circulation management and reporting
- e) manages/demonstrates the use of audio-visual equipment
- f) utilizes internet for research and ordering materials
- g) uses email as a communication tool
- h) uses the computer to provide bibliographies for faculty

II. MANAGEMENT STRATEGIES

Comments:

1. The media specialist effectively manages students.

- a) maintains consistent and reasonable student conduct in the media center
- b) helps students achieve self-management

2. The media specialist effectively demonstrates facility management.

- a) catalogs and processes new materials quickly and efficiently
- b) keeps materials well organized and easily accessible
- c) maintains an attractively, orderly environment conducive to learning
- d) manages circulation procedure efficiently
- e) provides for care and repair of books, equipment, etc.
- f) keeps accurate, thorough inventory of holdings

III. PROFESSIONALISM

Comments:

1. The media specialist demonstrates employee responsibilities.

- a) responds appropriately to parent concerns
- b) is punctual
- c) completes duties accurately and promptly
- d) has regular attendance
- e) will attend meetings as requested by administrators
- f) maintains acceptable standard of dress and grooming
- g) maintains good judgment in actions and speech in front of students
- h) strives for improvement through positive participation in professional growth activities

2. The media specialist supports school regulations and policies.

- a) adheres to authorized policies
- b) selects appropriate channels for resolving concerns/problems
- c) strives to stay informed regarding policies and regulations
- d) responds to supervision and suggestions for improvement

3. The media specialist assumes responsibilities outside the media center as they relate to school.

- a) assumes necessary non-educational responsibilities
- b) exercises reasonable responsibility for student management throughout the entire building

IV. PERSONAL CHARACTERISTICS

Comments:

1. The media specialist demonstrates effective interpersonal relationships with others.

- a) makes use of support services as needed
- b) shares ideas, materials and methods with other teachers
- c) cooperates with parents in the best interest of the students
- d) supports and participates in parent-teacher activities
- e) works well with other teachers and administration
- f) maintains discretion and consideration in speaking of his/her fellow colleagues and school

2. The media specialist demonstrates awareness of the needs of students.

- a) has positive relationships with students individually and in groups
- b) promotes positive self-image in students
- c) is readily available to students
- d) gives criticism which is constructive; praise which is appropriate
- e) makes an effort to know each student as an individual
- f) handles confidential matters of information in a professional manner

3. The media specialist demonstrates enthusiasm and interest for teaching.

- a) understands and likes students
- b) establishes and maintains rapport with students
- c) is friendly and approachable
- d) demonstrates composure
- e) has self-confidence
- f) has respect from and for others

4. The media specialist demonstrates emotional stability.

- a) is controlled and effective under pressure
- b) adjusts to new situations
- c) has emotional maturity necessary to meet the responsibilities required by the job

V. SUGGESTIONS FOR ONGOING PROFESSIONAL GROWTH

The indicators listed on this evaluation are not intended to be all-inclusive.

VI. PLAN OF ASSISTANCE

NEEDED _____ **NOT NEEDED** _____

Date

Media Specialist's Signature
Signature does not necessarily mean agreement with the evaluation

Date

Administrator's Signature

⁴⁷
The evaluatee has the right to reply to any comments on the evaluation. A copy of the rebuttal must be turned into the evaluator within two weeks after receiving the evaluation. It will be attached to the instrument and forwarded to the district office. (*Revised 04/07/04*)

**VALLEY CENTER USD #262
COUNSELOR EVALUATION REPORT**

Counselor:	Number of years in the district:
School:	School Year:
Evaluator:	Grade/Subject:
<p>H Highly Effective E Effective L Less than Effective P Plan of Assistance Needed</p>	<p>Pre-Evaluation Conference Date:</p> <p>Classroom Observations 1st Date: Period: 2nd Date: Period: 3rd Date: Period:</p>

I. PLAN, ORGANIZE, AND DELIVER THE GUIDANCE PROGRAM

Comments:

1. Carries out goals and objectives of the state and district guidance program.
 - a) develops materials and instructional strategies to meet student outcomes
 - b) implements activities/strategies to achieve desired student outcomes
 - c) self evaluates the effectiveness of their program
 - d) assists in the development of IEP and 504 plans for students
 - e) assists administration with student attendance and truancy issues

2. Accurately administers and interprets student assessments as appropriate.
 - a) develops a process to administer standardized tests and assessments
 - b) communicates the testing schedule to the staff
 - c) monitors the test administration
 - d) interprets testing results to students, staff and parents

3. Facilitates with enrollment and scheduling based on the needs of the students.
 - a) assists with enrollment process as directed by the building principal
 - b) communicates with students, parents, staff the building's schedule
 - c) assists with the development of the master schedule
 - d) assists with scheduling to meet the needs of the students

4. Maintains accurate and meaningful student records and documentation.
 - a) maintains and updates student records
 - b) facilitates preparation of student progress reports and grades
 - c) assures documentation of student records

5. Utilizes varied guidance techniques to enhance student learning.
 - a) employs effective individual counseling strategies to facilitate attitude and behavior changes
 - b) conducts appropriate group guidance and counseling activities
 - c) uses appropriate teaching techniques when presenting guidance lessons

6. The counselor utilizes technology to support and supplement the counseling office.
 - a) uses the computer to take attendance
 - b) uses the computer to prepare reports and/or grades
 - c) manages/demonstrates the use of audio-visual equipment
 - d) uses email as a communication tool
 - e) uses the computer to assist in enrollment and scheduling

7. Participates in Student Improvement Team process.
 - a) attends meetings regularly
 - b) knowledgeable of referral process
 - c) understands and implements steps for special education referral process
 - d) keeps special education and regular education staff and parents informed of referral process/status
 - e) maintains referral records/paperwork
 - f) completes referral records and paperwork in a timely manner

II. PROVIDE APPROPRIATE SERVICES TO STAFF, PARENTS AND COMMUNITY

Comments:

1. Establishes effective professional relationships and consults with staff.
 - a) maintains confidentiality
 - b) maintains high professional ethics
 - c) assists colleagues
 - d) supportive of efforts of colleagues
2. Serves as an effective liaison between the school district and community agencies.
 - a) makes contact with SRS, mental health, court services, family services, etc.
 - b) documents communication with community agencies
3. Consults with parents/guardians regarding the educational, career and personal/social developments of children.
 - a) responds to request and questions
 - b) communicates orally and in writing on educational, career and personal/social developments of children.
 - c) presents programs on educational, career and personal/social developments of children.

III. PROFESSIONALISM

Comments:

1. The counselor demonstrates employee responsibilities.
 - a) responds appropriately to parent concerns
 - b) is punctual
 - c) completes duties accurately and promptly
 - d) has regular attendance
 - e) will attend meetings as requested by administrators
 - f) maintains acceptable standard of dress and grooming
 - g) maintains good judgment in actions and speech in front of students
 - h) strives for improvement through positive participation in professional growth activities
2. The counselor supports school regulations and policies.
 - a) adheres to authorized policies
 - b) selects appropriate channels for resolving concerns/problems
 - c) strives to stay informed regarding policies and regulations
 - d) responds to supervision and suggestions for improvement
3. The counselor assumes responsibilities outside the counseling office as they relate to school.
 - a) assumes necessary non-educational responsibilities
 - b) exercises reasonable responsibility for student management throughout the entire building

IV. PERSONAL CHARACTERISTICS

Comments:

1. The counselor demonstrates effective interpersonal relationships with others.
 - a) makes use of support services as needed
 - b) shares ideas, materials and methods with other teachers
 - c) cooperates with parents in the best interest of the students
 - d) supports and participates in parent-teacher activities
 - e) works well with other teachers and administration
 - f) maintains discretion and consideration in speaking of his/her fellow colleagues and school
2. The counselor demonstrates awareness of the needs of students.
 - a) has positive relationships with students individually and in groups
 - b) promotes positive self-image in students
 - c) is readily available to students
 - d) gives criticism which is constructive; praise which is appropriate
 - e) makes an effort to know each student as an individual
 - f) handles confidential matters of information in a professional manner

Comments:

3. The counselor demonstrates enthusiasm and interest for teaching.

- a) understands and likes students
- b) establishes and maintains rapport with students
- c) is friendly and approachable
- d) demonstrates composure
- e) has self-confidence
- f) has respect from and for others

4. The counselor demonstrates emotional stability.

- a) is controlled and effective under pressure
- b) adjusts to new situations
- c) has emotional maturity necessary to meet the responsibilities required by the job

V. SUGGESTIONS FOR ONGOING PROFESSIONAL GROWTH

The indicators listed on this evaluation are not intended to be all-inclusive.

VI. PLAN OF ASSISTANCE

NEEDED _____

NOT NEEDED _____

Date

Counselor's Signature
Signature does not necessarily mean agreement with the evaluation

Date

Administrator's Signature

The evaluatee has the right to reply to any comments on the evaluation. A copy of the rebuttal must be turned into the evaluator within two weeks after receiving the evaluation. It will be attached to the instrument and forwarded to the district office. (**Revised 04-07-04**)

USD 262

Valley Center, Kansas

NOTICE OF UNSATISFACTORY PERFORMANCE

Faculty Member _____ Date _____

Assignment _____ Work Location _____

The purpose of the Notification of Unsatisfactory Performance report is to inform you that your faculty performance and actions as a professional educator do not measure up to acceptance standards for the school. Therefore, you are notified that your performance must improve significantly according to a cooperatively developed plan of assistance, or I may recommend to the superintendent that your contract not be renewed.

The faculty member should take under advisement and make improvements in the following listed performance areas.

Administrator

Superintendent

I hereby acknowledge that I have read the above statements, and I understand that I may submit a letter of rebuttal if I so choose to the appropriate administrator within ten working days following the date noted on this form. The rebuttal will be attached to the administrator's copy of this document and placed in a personnel file.

Teacher

GRIEVANCE PROCEDURE APPENDIX

UNIFIED SCHOOL DISTRICT #262 GRIEVANCE REPORT FORM

PROCEDURE (2) (3) (4) (Circle one to indicate level of Grievance)		Date Filed:	
Name of Grievant:		Building:	Assignment:
A. Date cause of grievance occurred:			
B. Relevant contract provisions, Board policies, or administrative regulations or practices:			
C. Statement of grievant's claim (statement of facts upon which grievance is based--use additional pages if necessary):			
D. Relief desired:			
Signature:		Date:	
		Date Received:	
E. Disposition by the appropriate administrator (attach additional pages if necessary):			
		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.

NOTICE OF INTENT TO MOVE ACROSS SALARY SCHEDULE

Name _____

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

Signed _____

Please return this form to the Clerk of the Board on or before the last teacher contract day of the year prior to the salary schedule movement.

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

Professional Employee:

School:

Date:

Professional Employee Signature

Date

Administrator Signature

Date

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

