

2010-2011

Negotiated Agreement

between

THE BOARD OF EDUCATION
U.S.D. NO. 362

And

THE PRAIRIE VIEW TEACHERS
ASSOCIATION

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ARTICLE II DURATION OF AGREEMENT

This agreement shall become effective July 1, 2010, and shall remain in full force and effect to and including June 30, 2011.

ARTICLE III DEFINITIONS

- A. ADMINISTRATION: All persons employed by the Board in positions requiring an administrative license by regulation of the State Department of Education as stated in the current KSDE (Kansas State Department of Education) Licensure Handbook.
- B. ASSOCIATION: Prairie View Teachers Association, affiliated with the Kansas National Education Association and the National Education Association.
- C. BOARD: The Board of Education of Unified School District No, 362, Linn County, Kansas.
- D. DAYS: Except when otherwise indicated, days shall mean contract days. "Contract Day" shall mean each day that certified employees are required to provide service to the district in accordance with this agreement. "Student Contact Day" shall mean instructional days where students are present.
- E. DISTRICT: Unified School District (U. S. D.) No. 362, Linn County, Kansas.
- F. EMPLOYEE: The terms "employee" and "teacher" may be used interchangeably but shall mean the same.
- G. KNEA: Kansas National Education Association.
- H. NEA: National Education Association.
- I. SENIORITY: The period of professional service to the district.
- J. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 362, Linn County, Kansas.
- K. TEACHER: All certificated employees in the defined bargaining unit, except administrators and nurses, employed by the Board of Education.

ARTICLE IV TEACHING ASSIGNMENT

NUMBER OF WORK HOURS

The number of contract hours shall not exceed 1,496 hours. [For the 2010-11 school year only, the number of contract hours shall not exceed 1456 hours.](#) Such hours will be designated by building principals on dates determined on the board approved school calendar. The board will reserve the right to make final decisions on hours designated for the school day.

[Reduce contract hours by the following 5 days for the 2010-2011 school year only-contingent upon inclement weather days. \(Total student contact time must meet the 1116 hour state requirement.\)](#)

[November 12th-Inservice](#)

[January 17th,Martin Luther King Jr. Day- Inservice](#)

[February 21st, President's Day-Inservice](#)

[May 25th and May 26th – last two student contact days](#)

[Teacher Checkout on May 27th will be moved to Wed, May 25th](#)

All elementary teachers will have a 20 minute period to eat lunch free from supervising students.

ARTICLE V SALARY

SALARY SCHEDULE

The current schedule, appendix "A," is made a part of this agreement.

SALARY SCHEDULE PLACEMENT

The superintendent shall make a determination at the time of initial employment regarding the placement of all new employees on the salary schedule.

Degrees unrelated to the teaching assignment and/or hours acquired beyond a degree may not be given full weight in making the initial determination. This initial placement will determine the teacher's position relative to the schedule in succeeding years.

SALARY SCHEDULE MOVEMENT

For the year 2010-2011 only, a total salary freeze except tuition reimbursement will be implemented. No step or column movement will be awarded.

Teachers who maintain full certification in their assigned position will be eligible for movement on the salary schedule. Teachers cannot move more than 1 step in experience in any given academic year.

Step movement will be based on successful completion of each academic year within the district. Teachers located in any of the master's degree columns who have maxed out on steps on the published schedule will be given a \$520 step annually provided the board does not freeze salaries of all staff.

Column movement will be based upon the successful completion of acceptable coursework from a college or university as determined by the Kansas State Department of Education. For column movement to occur, a written notice indicating the intent to move must be submitted to the district office by **March 1** preceding the academic year in which movement would be granted. Official transcripts verifying column movement must be submitted to the district office no later than **September 1** of the academic year in question. The advancement to the masters degree column requires a masters degree in the education field, verified by an official transcript. Pay adjustments will only be issued once a year at the time in which the new contract is offered to teachers.

PDC points can only be used to renew a license with the Kansas State Department of Education. Points will not be recognized to advance across the schedule. Final decisions regarding movement rests with the superintendent or board of education.

TUITION REIMBURSEMENT

The district will allocate a line item of \$21,000 annually for the reimbursement of qualified college tuition incurred while actively serving on a teaching contract as a USD 362 teacher. If the total dollar amount requested exceeds the allocated amount, then the money will be distributed based upon the percentage of the total that the teacher submitted. (If a teacher submits 5% of the total amount submitted, then that teacher will receive 5% of the \$21,000.) The amount of money reimbursed to a submitter will not exceed the amount requested. Only classes with a grade of "B" or higher will be reimbursed. Pass/Fail classes and credit for district sponsored workshops will NOT be reimbursed. Teachers who receive grant or scholarship

money to cover the cost of their tuition are only allowed to submit a request for the difference of their tuition costs and the amount awarded provided the tuition costs exceed the amount awarded. Official college transcripts and receipts of payment, along with a signed application form (Appendix D) specifying the reimbursement sought, must be submitted to the district office by September 15 for reimbursement of the previous academic year (including previous summer).

EXTRA DUTY PAY

Extra duty pay shall be \$24.00 for the first two hours and \$12.00 per hour thereafter. Extra duty is defined as any time a teacher is requested by the administration and/or mutually agrees to perform tasks which do not directly involve teaching or learning. Final decisions regarding the determination of pay will be made by the Superintendent.

EXTENDED TEACHING AND LEARNING

Teachers performing extended learning time duties, with administrative approval, will be compensated at \$20.00 per hour. Learning time includes but is not limited to teaching, learning and participation on committees. Final decisions regarding the determination of pay will be made by the Superintendent.

TEACHER PLANNING TIME

Teachers directed by administration to cover another teacher's class to instruct/supervise will be compensated at a rate of \$20.00 per hour.

With previous permission from the building principal, a teacher may make arrangements to have another qualified person cover their class, for no pay, for up to one hour without taking any sick leave or dock in pay.

SUPPLEMENTAL SALARY SCHEDULE

The supplemental salary schedule, appendix "B," is made part of this agreement. Supplemental salaries will be paid in equal installments over the course of the school year.

HEALTH INSURANCE

The District will contribute \$250 a month toward the district health care premium (Employee must be enrolled in the District's plan to be eligible). The benefit will be paid per policy rather than per person.

A Health Insurance Committee composed of seven members represented with a board member, 2 teachers, 2 classified employees, principal and the superintendent will research available options and make recommendations to the board of education. Committee members shall be selected by their respective group. The board of education may consider committee recommendations when taking board action for a health insurance company. The board reserves the right to make the final decision which is suited best for the district.

LIQUIDATED DAMAGES

Teachers are required to give written notice to vacate their position to the board of education prior to two weeks past the third Friday in May. Any notice made thereafter or a break in the current contract being served may be subject to the following penalties, which are based on the following percentages of the current teacher base pay:

After statutory deadline to June 15.....	2%
June 16 – June 30.....	4%
July 1 – July 31.....	8%
Aug 1 –current contract served.....	16%

The payment for damage or permission to deduct from future pay must accompany the written request for release to the board. The board reserves the right to accept or deny such requests and whether penalties will be fully or partially assessed.

TERMINATION OR NON-RENEWAL

Upon termination or non-renewal of the teacher’s contract of employment for any reason, all board payments of salary and benefits shall terminate on the date employment ceases with the district.

ARTICLE VI LEAVE

SICK LEAVE

1. Each teacher will be granted 12 sick leave days per year. Each teacher shall be allowed to accumulate a total of seventy (72) sick leave days.
2. Sick leave is defined as days of absence from duty because of personal or immediate family illness, maternity leave, injury or death for which no deduction is made in regular monthly or annual compensation of the employee. The term days as used herein is defined as days on which the employee drawing sick leave would normally have reported for duty. Immediate family is defined as anyone living in the same household, spouse, children, parents, grandparents, grandchildren, in-laws and siblings.
3. The annual amount of sick leave shall be credited to the employee at the beginning of each school term. At the same time all prior unused sick leave (not to exceed 72 days) shall be credited to the employee.
4. Any employee absent may be requested to present documentation at any time to justify their absence and/or their return to the workplace.
5. Leave incentives: Teachers who use fewer than 6 sick days can be reimbursed for up to \$50 per day. The incentive that can be cashed out is the difference between 6 and actual sick days used that year. In addition, teachers who do not use any sick leave within an academic year will qualify for a \$400 bonus. The donation of sick days, on the behalf of an individual who utilizes the sick leave pool, will be counted as sick days used. The normal donation of days to the sick leave pool will not count against any incentives. [To ensure the reimbursement of sick days and or the perfect attendance bonus a form, attached as Appendix D, must be filled out and turned into the district office by the end of the school year.](#)
6. Teachers who have accumulated more than 60 unused sick leave days at the end of the current school year will be paid \$50 a day for up to 12 days upon completion of the current school year.
7. Upon retirement, as defined by KPERs, a teacher who gives written notice to the school board on or before November 15 will be paid \$40 per day for up to 72 days of unused sick days upon completion of the entire academic year. If the written notice is delivered to the board after November 15 but before the statutory date of automatic contract renewal, a teacher will be paid \$20 per day for up to 72 unused sick days upon completion of the entire academic year.
8. Involuntary termination of employment shall automatically void all sick leave benefits and reimbursements.

9. In bereavement cases not defined by the district, a teacher may submit a written request for bereavement (sick leave) to their building principal. If such request is denied, it can be appealed to the superintendent. No grievances shall be filed regarding final decisions.
10. Final decisions regarding sick leave use will be determined by the Superintendent.

SICK LEAVE POOL

Every teacher is eligible to participate in the sick leave pool pending committee approval. The sick leave pool shall be administered by a sick leave pool committee consisting of 4 teachers designated by the PVTAs and the superintendent or his/her designee. The pool will only be activated when need arises. All teachers on this contract who have sick leave shall contribute one day to the sick leave pool at the beginning of the 2009-10 school year.

At the end of a contract year, the unused days in the sick leave pool shall be distributed as follows:

- If the number of days is less or equal to the number of teachers who contributed, those days shall be carried in the sick leave pool for the next contract year.
- If the number of days is more than the number of teachers, each contributor shall be credited with 1 day of sick leave and the remainder carried in the sick leave pool for the next contract year.
- Teachers who leave the district shall have their contributed day credited back to them and new teachers shall contribute a day to the pool upon initial employment.

The initial grant of sick leave by the sick leave pool committee to an eligible employee shall be from 1 to 20 days. Upon completion of the 20 day period, additional entitlement may be extended by the sick leave pool committee upon demonstration of need by the applicant. An employee may not exceed borrowing 60 days of sick leave pool within a 365 day period. Of these 60 days, 20 days may be granted for the same conditions of a spouse, parent, in-law, child or legal dependent of the teacher with the intention that the teacher must administer constant care of such individual. In the event that workers compensation benefits are activated, sick leave pool benefits will not apply.

To be eligible for sick leave pool days, the teacher, must, because of accident or illness, be prevented from performing his/her regular employment and have a disability which requires an absence in excess of 5 school days and the participant must have exhausted all sick and personal leave days. In the case of a spouse, parent, in-law or child, the need for constant care due to accident or illness will need to be demonstrated. The sick leave pool days will be retroactive to the 5 school days prior to receiving sick leave days.

The superintendent or his/her designee may require a statement from the staff member's physician certifying that he/she is incapable of performing their duties as a result of the accident or illness. The physician may be asked to certify in writing the number of days absence the given illness or disability requires. Such requirements may also be required in regards to eligible family member situations.

Subject to foregoing requirements, the sick leave pool committee will determine eligibility for the use of the pool and the amount of leave to be granted. The following general criteria shall be considered by the committee in administering the pool and in determining the amount of leave:

- Medical evidence of serious illness
- Prior utilization of sick leave
- Length of service in the system

The decision of the sick leave pool committee with respect to eligibility entitlement shall be final and binding and not subject to appeal, to grievance or to arbitration.

The sick leave pool committee shall design a repayment/replenishment plan with the employee who receives days from the sick leave pool.

- The requirements of repayment from the affected individual shall not exceed 3 days per year.
- If the employee does not complete years of service to the district to repay the number of days received, the employee must reimburse the district for the appropriate wage per day at the time the employee was absent. If, at the time of resignation, the employee has other accrued sick leave (beyond the 3 days repaid per year), that leave may be used to cancel the remaining days due.
- A third way of repayment would be allowing all teachers to donate the days the affected teacher has borrowed. Teachers willing to donate must indicate within 30 calendar days upon the affected individual returning to school, in writing to the payroll clerk, the number of days they would like to donate. Days donated in this fashion will be counted against sick leave incentives, including perfect attendance. Any days not repaid by the staff are then subject to other payback provisions listed herein.
- If the number of days in the pool is extinguished, the committee shall ask for a donation of days to the pool and report such donation within 5 calendar days. The number of days donated shall not exceed the number of teachers on this contract.

The sick leave pool committee has the right to waive payment to the sick leave pool from the affected individual if the employee suffers a permanently disabling illness or a terminal condition that causes them not to return to school.

PERSONAL LEAVE

1. A maximum of two (2) days of absence without deduction in pay during any year shall be allowed with prior approval from the building administrator.
2. Personal leave time shall not accumulate.
3. Personal leave immediately preceding and/or following holidays or extended breaks must be submitted and approved at least two weeks in advance with the building administrator.
4. In the event that a USD 362 employee would use all his/her personal days, another USD 362 employee or employees may donate any full personal days remaining to the employee. The employee wishing to donate days would fill out the Personal Day Donation Form (see appendix D) and submit it to District Office for processing. The donation will only include personal days and only personal days remaining for the current academic year.

5. Final decisions regarding personal leave will be determined by the Superintendent.

PROFESSIONAL LEAVE

Professional leave is defined as the time used to attend training or collaboration which will benefit the teacher in their assigned position. All professional leave will be pre-approved by the building administrator and superintendent. Final decisions for classifying professional leave shall be left to the discretion of the Superintendent.

LEAVES WITHOUT PAY

A deduction shall be made from an employee's salary for each approved absence without pay. The prorated deduction shall be based on the employee's annual salary.

ARTICLE VII EVALUATION

EVALUATION OF TEACHERS

Evaluation of teachers will be at least once every three years. Evaluation criteria is not negotiable nor is it considered in this agreement to be negotiable. The Board retains the sole discretion to determine evaluation criteria.

TEACHER EVALUATION PROCEDURES

1. All new personnel shall be formally evaluated at least twice each year during the first two years of service in U. S. D. No. 362. The evaluation conference will be held in each full semester of employment and no later than the 60th day of each semester.
2. All personnel during their third and fourth years of employment in U. S. D. No. 362 shall be formally evaluated at least once each year. All personnel with four and more years of service shall be formally evaluated at least once every 3 years. The evaluation conference will be held prior to February 15th.
3. The evaluation of all personnel shall be based upon a minimum of three observations per year in the basic contractual assignment of each individual evaluated. [See Appendix C for evaluation tools.](#)

EVALUATION OF SUPPLEMENTAL POSITIONS

Evaluations of individuals performing supplemental duties may be completed as directed by the superintendent or board of education.

ARTICLE VIII TEACHER GRIEVANCE

GRIEVANCE PROCEDURE

- 1) Purpose
 - a) This procedure is provided for the orderly and expeditious adjustment of grievances of individual employees at their lowest level.
- 2) Definitions:
 - a) Grievance shall mean any alleged violation of the terms and conditions of an employee's contract of employment.

- b) "Grievant" means an employee of U. S. D. No. 362, Linn County, Kansas who claims an alleged violation of the terms and conditions of an employee's contract of employment.
 - c) Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.
- 3) Procedures
- a) In General. The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum circumstances. The time limit prescribed in these procedures may be extended or reduced by mutual consent of the grievant and the person or persons considering the grievance.
 - b) Level 1. A grievant shall first take up the grievance with the immediate administrative superior in private informal conference(s) within fifteen (15) school days after the occurrence of the event upon which a grievance is based or after the grievant becomes aware of such event. If the employee is dissatisfied with the outcome of the initial private conference(s), a formal conference with the immediate supervisor may be requested. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten (10) school days of the last informal conference.
 - c) Level 2. In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level 1, or in the event that no decision is reached within ten (10) school days after a formal presentation, the matter may be appealed in writing to the superintendent of schools.
If the grievant appeals to the superintendent, the superintendent or his designated representative shall confer with the grievant in an effort to arrive at a satisfactory solution within ten (10) school days after the appeal has been received by the superintendent.
If the grievant does not appeal to the superintendent within thirty (30) school days after the formal conference at Level 1, the appeal of the grievance shall automatically be waived.
 - d) Level 3. In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level 2 or if no decision is made thereon within twenty (20) school days after the date the grievance was filed with the superintendent or designated representative under Level 2, then the grievant may appeal to the Board of Education by submitting a written request to the Clerk of the Board within (10) school days after the superintendent or designated representative has rendered a decision or after the expiration of said twenty (20) days.
The Board of Education shall, within thirty (30) school days after receipt of the written request, meet and confer with the grievant and render a decision, in writing, which will be the final disposition of the grievance. As an alternative, the Board of Education, upon receipt of a grievance, may assign a hearing officer to hear the grievance and make findings and recommendations to the Board. Such findings and recommendations shall be made to the Board within thirty (30) days after receipt of the hearing officer's findings and recommendations.
- 4) Supplemental Conditions
- a) All individuals involved, and all others who might possibly contribute to the acceptable adjustment of a grievance, are authorized and urged to testify with full assurance that no reprisal will follow by reason of such participation.
 - b) Upon the final determination of the grievance, the documents, communications and records relating thereto shall be destroyed, excepting a record of the grievance, the final adjustment thereof and records required by law to be kept and maintained.
 - c) At each step of the procedure for adjusting grievances after the initial private conference(s) with the immediate administrative superior, the grievant shall be

- entitled to be accompanied by others who might contribute to the acceptable adjustment of the grievance and/or to be represented by legal counsel.
- d) All grievance hearings shall be confidential.
 - e) This grievance procedure shall not be available in matters where federal or state law mandate another method of review.
 - f) Only the employee affected may file a grievance or an appeal from levels one (1) and two (2).
 - g) The filing of a grievance at all levels beyond the informal conference(s) in Level 1 shall be in writing and shall be reasonably specific as to the nature of the grievance. The grievance should, to the extent possible, describe the alleged event or act giving rise to the grievance including the time, date, and place of the event or act and the names and addresses of any witnesses thereto.

ARTICLE IX REDUCTION IN FORCE

In the event that a reduction in staff is necessary, the superintendent shall have the authority to identify programs or positions for reduction. The decision will include but is not limited to length of service, licensure, previous evaluations, level of education and other contributions to the district, in no specific sequence. Final decisions will be made by the board of education. [To see full board policy, go to section GBQA, available on the district website.](#)

APPROVED THIS _____, 2010 BY:

Chuck Dunlop, President

Teacher Association President, Rachel Brown

APPENDIX A

Prairie View 09-10 Salary Schedule

		BS		BS+8		BS+20		BS+40		MS		MS+15		MS+30		MS+45	
0-1	0	36762	520	37282	890	38172	2091	40263	1184	41447	665	42112	665	42777	665	43442	
2	520	37282	520	37802	520	38692	501	40764	520	41967	520	42632	520	43297	520	43962	
3	520	37802	520	38322	520	39212	501	41265	520	42487	520	43152	520	43817	520	44482	
4	520	38322	520	38842	520	39732	501	41766	520	43007	520	43672	520	44337	520	45002	
5	520	38842	520	39362	520	40252	501	42267	520	43527	520	44192	520	44857	520	45522	
6	1020	39862	1020	40382	1020	41272	1001	43268	1020	44547	1020	45212	1020	45877	1020	46542	
7	520	40382	520	40902	520	41792	501	43769	520	45067	520	45732	520	46397	520	47062	
8	520	40902	520	41422	520	42312	501	44270	520	45587	520	46252	520	46917	520	47582	
9	520	41422	520	41942	520	42832	501	44771	520	46107	520	46772	520	47437	520	48102	
10	520	41942	520	42462	520	43352	501	45272	520	46627	520	47292	520	47957	520	48622	
11			520	42982	520	43872	501	45773	520	47147	520	47812	520	48477	520	49142	
12			520	43502	520	44392	501	46274	520	47667	520	48332	520	48997	520	49662	
13					520	44912	501	46775	520	48187	520	48852	520	49517	520	50182	
14					520	45432	501	47276	520	48707	520	49372	520	50037	520	50702	
15					520	45952	501	47777	520	49227	520	49892	520	50557	520	51222	
16							501	48278	520	49747	520	50412	520	51077	520	51742	
17							520	48798	520	50267	520	50932	520	51597	520	52262	
18							520	49318	520	50787	520	51452	520	52117	520	52782	
19							520	49838	520	51307	520	51972	520	52637	520	53302	
20							520	50358	520	51827	520	52492	520	53157	520	53822	
21											520	53012	520	53677	520	54342	
22											520	53532	520	54197	520	54862	
23													520	54717	520	55382	
24													520	55237	520	55902	
25															520	56422	
26															520	56942	

APPENDIX B

Current Teacher Base Salary \$36,762

Supplemental Activity	Percentage of Base	Pay
Head Football HS	13.5	\$4,962.87
Asst Football HS	10.75	\$3,951.92
Head Basketball Boys HS	13.5	\$4,962.87
Head Basketball Girls HS	13.5	\$4,962.87
Asst Basketball HS	10.75	\$3,951.92
Head Volleyball HS	12.25	\$4,503.35
Asst Volleyball HS	9	\$3,308.58
Head Track Boys HS	10.75	\$3,951.92
Head Track Girls HS	10.75	\$3,951.92
Asst Track HS	9	\$3,308.58
Head Wrestling HS	13.5	\$4,962.87
Asst Wrestling HS	10.75	\$3,951.92
Cross Country Combo HS	10	\$3,676.20
Head Baseball	10.75	\$3,951.92
Asst Baseball	9	\$3,308.58
Head Softball	10.75	\$3,951.92
Asst Softball	9	\$3,308.58
Head Golf	10	\$3,676.20
Asst Golf	8.25	\$3,032.87
Dance Team Sponsor	7.25	\$2,665.25
Musical Director	6.25	\$2,297.63
Drama Club	4.5	\$1,654.29
Auditorium Lights & Sound	7.25	\$2,665.25
Cheerleading HS	16	\$5,881.92
Stuco Sponsor HS	7.25	\$2,665.25
Sr. Class/Concession Coordinator	4.25	\$1,562.39
Jr. Class/Concession	3.75	\$1,378.58
Scholar Bowl Sponsor	8.25	\$3,032.87
Math/Chess Sponsor	7.75	\$2,849.06
Science Club	4.5	\$1,654.29
Yearbook	8.25	\$3,032.87
Instrumental Music	12.5	\$4,595.25
Vocal Music	9.5	\$3,492.39
Judging Team (FACS)	5.5	\$2,021.91
Judging Team Vo-Ag	9	\$3,308.58
Speech	8.25	\$3,032.87
Debate	8.25	\$3,032.87
Art Club	4.5	\$1,654.29
Future Business Leaders (FBLA)	4.5	\$1,654.29
Sign Language Club	4.5	\$1,654.29
Head Football MS	9	\$3,308.58
Asst Football MS	8.25	\$3,032.87
Head Volleyball MS	9	\$3,308.58
Asst Volleyball MS	8.25	\$3,032.87

Head Wrestling MS	6.25	\$2,297.63
Asst Wrestling MS	5.5	\$2,021.91
Head Basketball Boys MS	9	\$3,308.58
Head Basketball Girls MS	9	\$3,308.58
Head Track MS	9	\$3,308.58
Asst Track MS	8.25	\$3,032.87
Cheerleading MS	8.25	\$3,032.87
Stuco Sponsor MS	2	\$735.24
Play MS	4.5	\$1,654.29
District Vocational Coordinator	9	\$3,308.58
District Testing Coordinator	4.5	\$1,654.29
District Curriculum Coordinator	4.5	\$1,654.29

APPENDIX C

USD 362 Summative Evaluation Form

Teacher's Name _____

Date _____

School _____

Personal Status

1st year teacher 2nd year teacher 3rd year teacher Continuing Contract Other

Strengths

Areas for Continuous Improvement

Recommendation

Continued Employment Improvement Assistance Plan Non-renewal of contract

Signatures

In accordance with KSA 72-9003 et.seq, the teacher's signature on this report does not represent either acceptance or approval of the appraiser's evaluation. It indicates only that the teacher has reviewed this Teacher Performance Report in conference with the appraiser. The teacher has two weeks to respond in writing and the response shall be attached to the evaluation form and shall remain a part of the permanent record.

Evaluator

Date

Teacher

Date

Employee signature acknowledges receipt of form, not necessarily concurrence. Written comments may be attached. If comments are attached, sign and date here.

Teacher

Date

INDICATOR 1 – PLANNING

	Does Not Meet Standard	Approaching Standard	Meets Standard	Exceeds Standard
Teacher prepares meaningful instructional practice with current resources that are appropriate to the subject and meets the needs of individual learners.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> -Does not use varied teaching and instructional strategies -no integration of technology and/or library media resources - shows no consideration of individual student needs	<input type="checkbox"/> - some use of varied teaching and instructional strategies - some integration of technology and/or library media resources - inconsistent planning for individual student needs	<input type="checkbox"/> - use of varied teaching and instructional strategies is evident - integrating appropriate technology and/or library media resources - instruction reflects knowledge of individual student needs	<input type="checkbox"/> -extensive use of varied teaching and instructional strategies based upon current research and “best practice” methods - continuing search for best practice through action research - fully integrating appropriate technology and/or library media resources -plans help students identify their own individual needs to become more effective learners <input type="checkbox"/> other _____
Teacher uses data driven results and assessment to drive planning.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - no alignment between instructional goals, facilitating activities and formative /summative assessments	<input type="checkbox"/> - little or sporadic alignment between instructional goals, facilitating activities and formative/summative assessments	<input type="checkbox"/> - direct alignment between instructional goals, facilitating activities and formative/summative assessments	<input type="checkbox"/> -teacher can show evidence that such alignment significantly impacts student learning <input type="checkbox"/> other _____
Teacher designs instructional goals that are aligned to the district curriculum, state standards, and school improvement expectations.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - instructional goals are poorly defined - instructional goals are not aligned to district and state standards	<input type="checkbox"/> -instructional goals are inconsistently defined - instructional goals are partially aligned to district and state standards	<input type="checkbox"/> -instructional goals are clearly defined - instructional goals are aligned to district and state standards	<input type="checkbox"/> other _____

Comments: (Marks in the “Does Not Meet Standard” column and the “Exceeds Standard” column require comments)

INDICATOR 2 – INSTRUCTION

	Does Not Meet Standard	Approaching Standard	Meets Standard	Exceeds Standard
Teacher uses a variety of instructional strategies to provide differentiated learning opportunities.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - no differentiated instruction evident - ineffectively uses instructional strategies	<input type="checkbox"/> - instructional strategies are inconsistently differentiated - few students work with higher order thinking skills	<input type="checkbox"/> - consistent differentiated instruction is evident - majority of students work with higher-order thinking skills	<input type="checkbox"/> -a variety of differentiated instruction techniques are used consistently -all students work with higher-order thinking skills <input type="checkbox"/> other _____
Teacher engages students through the use of resources and activities and creates real world connections.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - materials and resources do not support instructional goals - use of technology to facilitate learning is not evident or does not facilitate learning - students are not engaged - no attempt to create connections between prior knowledge, other subject areas, and real world applications.	<input type="checkbox"/> - some materials and resources support instructional goals - technology is sporadically used to facilitate learning -few students are engaged in activities and assignments - inconsistently creates connections between prior knowledge, other subject areas, and real world applications.	<input type="checkbox"/> -all materials and resources support instructional goals - technology is regularly integrated to facilitate learning -most students are engaged in activities and assignments - consistently guides students to create connections between prior knowledge, other subject areas, and real world applications	<input type="checkbox"/> -materials and resources that support the instructional goals are diverse - all students are engaged in activities and assignments -students initiate or adapt activities and projects to enhance understanding though real world applications <input type="checkbox"/> other _____
Teacher uses interaction with students to make adjustments during lessons that facilitate effective learning.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - interaction does not promote discussion or questions - no attempt to assess understanding during lessons -no evidence of multiple forms of assessment	<input type="checkbox"/> -interaction promoting discussion and questions is basic or limited -wait time is inconsistent -attempts to use multiple forms of assessment to check for understanding during lesson and make adjustments to meet some students' needs during instruction	<input type="checkbox"/> - interaction facilitates effective discussion -uses multiple forms of assessment to check for understanding during lesson - wait time is adequate for addressing questions - successfully uses multiple forms of assessment to check for understanding during lesson and makes adjustments to meet students' needs during instruction	<input type="checkbox"/> - teacher consistently encourages students to assume responsibility for the success of the discussion, make contributions, and initiate topics when developmentally appropriate - consistently and successfully uses multiple forms of assessment to check for understanding during lesson and makes adjustments to meet students' needs during instruction <input type="checkbox"/> other _____

Comments: (Marks in the “Does Not Meet Standard” column and the “Exceeds Standard” column require comments)

INDICATOR 3 – CLASSROOM ENVIRONMENT

	Does Not Meet Standard	Approaching Standard	Meets Standard	Exceeds Standard
The teacher promotes respect and positive interaction.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - interaction with some students is negative or inappropriate to the age or culture of the students <input type="checkbox"/> - does not show respect for students	<input type="checkbox"/> - interactions are generally appropriate with occasional inconsistencies, favoritism, or disregard for student's age or culture <input type="checkbox"/> - exhibits minimal respect towards students	<input type="checkbox"/> - interactions are friendly and demonstrate general warmth, caring, and respect <input type="checkbox"/> - shows respect towards students	<input type="checkbox"/> -teacher exhibits continued caring beyond the classroom <input type="checkbox"/> other _____
The teacher formulates high expectations for student behavior in the classroom.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - no expectations for behavior <input type="checkbox"/> - has not adequately conveyed expectations for student behavior	<input type="checkbox"/> - expectations for behavior appear to have been established for most situations	<input type="checkbox"/> - expectations for behavior have been made clear to students by the teacher	<input type="checkbox"/> -expectations are embedded in the culture of the classroom <input type="checkbox"/> other _____
The teacher manages overall classroom behavior.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - unaware of what students are doing <input type="checkbox"/> - student behavior is not monitored <input type="checkbox"/> - serious disruptive behaviors are repeatedly ignored or dismissed (i.e. bullying, vulgar language, severe disrespect, etc.)	<input type="checkbox"/> - generally aware of student behavior <input type="checkbox"/> - may miss the activities of some students <input type="checkbox"/> - serious disruptive behavior is sometimes ignored	<input type="checkbox"/> - is alert to student behavior <input type="checkbox"/> - student behavior is well monitored and generally appropriate <input type="checkbox"/> -serious disruptive behaviors are unacceptable and dealt with appropriately and promptly	<input type="checkbox"/> - monitoring by teacher is subtle and preventive, resulting in rare disruptions <input type="checkbox"/> - teacher consistently encourages students to contribute to the overall positive behavior of the class <input type="checkbox"/> other _____
The teacher responds to individual discipline problems fairly and consistently.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - response to misbehavior is inappropriate <input type="checkbox"/> - response is not timely <input type="checkbox"/> - response does not respect student dignity	<input type="checkbox"/> - attempts are made to respond to student misbehavior <input type="checkbox"/> - response is not always timely <input type="checkbox"/> - response occasionally does not respect student dignity	<input type="checkbox"/> - response to misbehavior is appropriate and successful <input type="checkbox"/> - response is timely <input type="checkbox"/> - response respects student dignity	<input type="checkbox"/> -teacher is proactive in creating a climate of positive behavior <input type="checkbox"/> other _____
The teacher manages discipline problems in accordance with district policy and legal requirements.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - responses are repeatedly not in accordance with district policy and legal requirements	<input type="checkbox"/> - responses are occasionally in accordance with district policy and legal requirements	<input type="checkbox"/> - responses are in accordance with district policy and legal requirements	<input type="checkbox"/> Other _____

INDICATOR 3 – CLASSROOM ENVIRONMENT CONT

	Does Not Meet Standard	Approaching Standard	Meets Standard	Exceeds Standard
Arranges and manages the environment to facilitate instruction and ensure student safety.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> <ul style="list-style-type: none"> -Poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students -Classroom arrangement does not support or is not conducive to the lesson activities. Evacuation routes and procedures are not posted or followed 	<input type="checkbox"/> <ul style="list-style-type: none"> -Use of the physical environment, results in minor safety or accessibility concerns -Essential learning is accessible to all students -Classroom arrangement only partially supports the learning activities -Evacuation procedures and routes are posted but inconsistently followed 	<input type="checkbox"/> <ul style="list-style-type: none"> -Classroom is safe -Learning is accessible to all students -Uses physical resources is appropriate -Arrangement of classroom supports the learning activities Evacuation procedures and routes are clearly posted and followed 	<input type="checkbox"/> <ul style="list-style-type: none"> -Teacher encourages students to contribute to ensuring that the physical environment supports the learning of all students <input type="checkbox"/> other _____
Teacher manages materials, equipment, hardware, etc.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> <ul style="list-style-type: none"> -Management of materials/resources has a negative impact on student learning -Manages equipment and/or hardware poorly 	<input type="checkbox"/> <ul style="list-style-type: none"> -Management of materials/resources sometimes has a negative impact on learning -Manages equipment and/or hardware inconsistently 	<input type="checkbox"/> <ul style="list-style-type: none"> -Management of materials/resources positively effects student learning -Equipment and/or hardware is managed and accounted for consistently by teacher 	<input type="checkbox"/> <ul style="list-style-type: none"> -Teacher facilitates environment where students become able to manage and use supplies, materials, and resources to meet learning goals -Teacher consistently encourages students to use equipment/hardware responsibly <input type="checkbox"/> other _____

Comments: (Marks in the “Does Not Meet Standard” column and the “Exceeds Standard” column require comments)

INDICATOR 4 – PROFESSIONALISM

	Does Not Meet the Standard	Approaching the Standard	Meets the Standard	Exceeds the Standard
Teacher interacts and collaborates appropriately with colleagues and contributes to a positive school climate.				
<input type="checkbox"/> Not Observe	<input type="checkbox"/> <ul style="list-style-type: none"> - interactions with colleagues are negative or self-serving - decisions are made based on self-serving interests - little or no contribution are made to a positive school climate - attitude has a negative impact on overall school climate 	<input type="checkbox"/> <ul style="list-style-type: none"> - cordial (minimal) interactions and collaboration with colleagues - decisions are based on limited professional considerations - limited contributions made to positive school climate 	<input type="checkbox"/> <ul style="list-style-type: none"> - is supportive of and interacts positively with colleagues - collaborates openly with colleagues and participates in team or departmental decision making - maintains an open mind set - contributes to an overall positive school climate 	<input type="checkbox"/> <ul style="list-style-type: none"> - takes initiative in assuming leadership among the faculty and leading team or departmental collaboration - helps ensure that team or departmental decisions are based on the highest professional standards -exhibits a leadership role in building a positive school climate <input type="checkbox"/> other _____
Teacher communicates with parents/guardians and respects confidentiality.				
<input type="checkbox"/> Not Observe	<input type="checkbox"/> <ul style="list-style-type: none"> - ineffectively uses the student information system to communicate current and accurate information about attendance, assignments, and grades - does not respond or responds insensitively to concerns about student - makes no attempt at contacting parents/guardians to discuss student issues - disregards or does not follow policy on confidentiality issues involving students 	<input type="checkbox"/> <ul style="list-style-type: none"> - inconsistently uses the student information system to communicate current and accurate information about attendance, assignments, and grades - responses to concerns are with minimal sensitivity - minimal attempts made at contacting parents/guardians regarding student issues - occasionally disregards to student confidentiality issues 	<input type="checkbox"/> <ul style="list-style-type: none"> - effectively uses the student information system to communicate current and accurate information about attendance, assignments, and grades - sensitive responses made to concerns - contacts parents/guardians in regards to student issues - maintains and follows policy on student confidentiality issues 	<input type="checkbox"/> <ul style="list-style-type: none"> - effectively uses the enhanced features of the student information system to communicate current and accurate information about attendance, assignments, and grades - both positive and negative aspects of student's progress reported - contact with parents/guardians is proactive in regard to student issues <input type="checkbox"/> other _____
Teacher engages in professional growth and development.				
<input type="checkbox"/> Not Observe	<input type="checkbox"/> <ul style="list-style-type: none"> - does not engage in any professional development activities - does not seek to enhance professional knowledge or skills - does not apply professional development to classroom 	<input type="checkbox"/> <ul style="list-style-type: none"> - limited participation in professional development activities - minimal enhancement of professional knowledge or skills - inconsistently applies professional development to classroom 	<input type="checkbox"/> <ul style="list-style-type: none"> - actively engages in professional development - actively enhances content/professional knowledge and skills - open-minded and experiments in the classroom with new practices and ideas from professional development 	<input type="checkbox"/> <ul style="list-style-type: none"> - seeks out opportunities for professional development - systematically applies new knowledge to the classroom -Presents successful integration of new practices to staff <input type="checkbox"/> other _____

INDICATOR 4 – PROFESSIONALISM CONT

	Does Not Meet the Standard	Approaching the Standard	Meets the Standard	Exceeds the Standard
Teacher uses school provided support systems.				
<input type="checkbox"/> Not Observ e	<input type="checkbox"/> - misuses/non-use of aids and/paras for student support <input type="checkbox"/> - mistreatment of classified staff <input type="checkbox"/> - does not follow any aspects of assigned student assistant plans	<input type="checkbox"/> -inconsistent use of aids and/paras for student support <input type="checkbox"/> - occasional misuse of classified staff <input type="checkbox"/> - inconsistently follows assigned student assistant plans	<input type="checkbox"/> - properly uses aids and/paras for student support <input type="checkbox"/> - properly uses classified staff for their intended purposes <input type="checkbox"/> - follows assigned student assistant plans	<input type="checkbox"/> other <hr/>
Teacher makes appropriate arrangements in the event of absences.				
<input type="checkbox"/> Not Observ e	<input type="checkbox"/> - does not give timely notice of impending absences <input type="checkbox"/> - does not make appropriate preparation or give notification for absences (absence of emergency lesson plans, rosters, schedules, etc...) <input type="checkbox"/> - absences are habitual or patterned in nature	<input type="checkbox"/> - inconsistent notice of impending absences <input type="checkbox"/> - preparations for absences are inadequate for the class time, too vague, or not appropriate for the substitute to carry out	<input type="checkbox"/> - timely notice given of impending absences <input type="checkbox"/> - preparations for absences are adequate for class time. <input type="checkbox"/> -Lesson plans and procedures are detailed and appropriate to ensure a successful learning environment	<input type="checkbox"/> other <hr/>
Teacher appropriately supervises students.				
<input type="checkbox"/> Not Observ e	<input type="checkbox"/> - classroom is unsupervised on a regular basis <input type="checkbox"/> - does not supervise students during transition periods and/or no presence in hallways during passing periods <input type="checkbox"/> - does not provide adequate supervision of students at other assigned duties, such as assemblies, pep rallies, recess, etc.	<input type="checkbox"/> - inconsistent supervision of classroom <input type="checkbox"/> - inconsistent supervision of students during transition periods and/or has little presence in hallways during passing periods <input type="checkbox"/> - inconsistent in providing adequate supervision of students at other assigned duties, such as assemblies, pep rallies, recess, etc.	<input type="checkbox"/> - adequate supervision of classroom <input type="checkbox"/> -consistent supervision of students during transition periods and/or has a regular presence within their zone of the hallways during passing periods <input type="checkbox"/> - adequate supervision of students at other assigned duties, such as assemblies, pep rallies, recess, etc.	<input type="checkbox"/> - supervision of classroom is constant and promotes a safe and distraction free learning environment <input type="checkbox"/> -while supervising students during transition periods, teacher promotes positive behavior by addressing concerns and teaching proper behavior <input type="checkbox"/> -active supervision of students at other assigned duties, such as assemblies, pep rallies, recess, etc. and volunteers for non-assigned supervisory duties <input type="checkbox"/> other <hr/>

INDICATOR 4 – PROFESSIONALISM CONT

	Does Not Meet the Standard	Approaching the Standard	Meets the Standard	Exceeds the Standard
Teacher represents the school in a professional manner and adheres to all district policies.				
<input type="checkbox"/> Not Observed	<input type="checkbox"/> - district and school policies are repeatedly violated and/or ignored - appearance or conduct is unprofessional and/or inappropriate - verbal, written and/or web based communications are unprofessional in nature	<input type="checkbox"/> - district and school policies are inconsistently followed - professional appearance or conduct is inconsistent and not in line with expectations - verbal, written and/or web based communications are inconsistently professional in nature	<input type="checkbox"/> - district and school policies are consistently followed - professional appearance and conduct are consistent with expectations - verbal, written and/or web based communications are professional in nature	<input type="checkbox"/> - district and school policies are consistently followed and the teacher aids in the writing of such policies - verbal, written and/or web based communications are professional in nature with web based materials being consistently updated and current <input type="checkbox"/> other _____

Comments: (Marks in the “Does Not Meet Standard” column and the “Exceeds Standard” column require comments)

Appendix C cont.

Improvement Assistance Plan

The USD 362 **Improvement Assistance Plan** is available to assist staff members who, in the judgment of the administration, need assistance in the performance of their duties. The teacher and administrator will mutually agree upon all meeting dates. The teacher will be provided with a copy of all documentation.

This program is comprised of three levels:

- 1. Awareness Plan 2. Professional Assistance Plan 3. Intensive Assistance Plan**
-

Awareness Plan

Step I. Initial discussion of situation/incident between administrator and staff member.

Step II. A. Identification of the problem must be made to the teacher/professional in writing.

B. Administrator and the staff member will develop a plan of action to remedy the problem/situation which shall include a timeline for review.

Step III. Upon review of progress toward correcting the problem/situation the administrator will make the following recommendation:

A. Incident(s)/situation(s) resolved (staff member shall be removed from the Professional Assistance Program) or

B. Incident(s)/situation(s) not resolved and staff member shall be moved to the Professional Assistance Plan. The staff member shall be formally advised by the administrator to discuss the situation with a representative of the Local Teachers Association. The staff member has a right for Teachers Association and/or other legal representation in all subsequent meetings.

Professional Assistance Plan

Step I. Review of recommendation from the Awareness Plan shall occur.

Step II. A *Plan of Action* shall be developed and shall include:

A. A date to review the implementation of the Plan of Action.

B. Strategies for resolution of the problem shall be identified and shall include administrative assistance to help the staff member overcome the difficulty/problem.

C. Indicators of success shall be identified.

D. A timeline shall be identified.

Step III. Upon review of progress toward correcting the problem/situation the administrator will make the following recommendation:

A. Incident(s)/situation(s) resolved (staff member shall be removed from the Professional Assistance Program) or

B. Incident(s)/situation(s) not resolved and staff member shall be moved to the Intensive Assistance Plan. The staff member shall be formally advised by the administrator to discuss the situation with a representative of the Local Teachers Association. The staff member has a right for Teachers Association and/or other legal representation in all subsequent meetings.

Intensive Assistance Plan

Step I. Review of Professional Assistance Plan shall occur. The teacher/professional shall be offered an intensive assistance plan. If the teacher/professional refuses intensive assistance one of the following options shall occur:

- A. Dismissal shall be recommended.
- B. Other options shall be selected (such as early retirement or resignation).

Step II. A Remediation Plan shall be developed and shall include:

- A. A list of what must be accomplished by the teacher/professional shall be developed.
- B. A list of the professional assistance offered by the district shall be developed.
- C. A list of the timeline for successful improvement shall be developed.
- D. A timeline to review the plan shall be established.

Step III. Upon review of the Remediation Plan and progress toward correcting the problem/situation the administrator will make the following recommendation:

- A. Incident(s)/situation(s) resolved (staff member shall be removed from the Professional Assistance Program) or
- B. Incident(s)/situation(s) not resolved and staff member shall be recommended for dismissal.

Appendix D- Forms

Application for Tuition Reimbursement

Deadline for submission is Sept 15

Name_____

Total hours that you are requesting reimbursement for_____

Total dollars requested (This total must only represent money spent on tuition fees during the previous fall and spring semesters and the summer that follows them. It can not include textbook or technology fees, etc.)

Fall \$_____ Spring \$_____ Summer \$_____ TOTAL \$_____

Receipt(s) are attached? (must be itemized) **YES** **NO**

I have requested an official transcript to be sent to the district office. **YES** **NO**

Check one of the following

- I **did not** receive any award money (i.e. grants or scholarships) to cover the costs of the tuition that I am seeking reimbursement for.
- I **did** receive award money (i.e. grants or scholarships) to cover the costs of my tuition. If so, how much did you receive? _____(please attach supporting documentation).

In signing this document I affirm that the above information is true and correct.

Signature_____

Date_____

Sick Leave Incentive Pay Form

Name: _____
(Printed)

Sick days used in current contract year: _____

Sick days selling back: _____ x \$50/day = \$ _____ *total to be paid to employee*

ex. 2 sick days used, 4 sold back @ \$50/day = \$200 total

I am not selling back any sick days back for incentive pay.

Perfect Attendance Bonus

By checking this box I believe I am eligible for the "Perfect Attendance" bonus of \$400.

no sick days from the current contract year (other than the normal one day at the beginning of the year) may have been used or donated to the sick leave pool to be eligible.

Employee Signature

Date

This form is to be turned in to central office by the end of the school year

Personal Days Donation Form

I, _____, agree to donate ____ personal day(s) to _____.

I understand that this will decrease my own personal days allotted this year.

Donator's signature: _____

Recipient's signature: _____

District Office representative's signature: _____

For office:

Date(s) used for donated personal day(s): _____

Appendix E

Summary of Past Negotiations

(for reference only)

Negotiations for 2009-2010 Summary

TEAM

*teachers: Randy Leach(lead), Kevin Sladky, Robert Kimzey, Tamala Snyder, Annette Viner, Tally Butler
board: Barbie Feldmen, Chuck Dunlop, alternate: Steve Haupt
Supt: Chris Kleidosty*

Article IV Teaching Assignments

- All elementary teachers will have a 20 minute period to eat lunch free from supervising students.

Article V Salary

- Tuition Reimbursement: The district will allocate a line item of \$21,000 annually for the reimbursement of qualified college tuition incurred while actively serving on a teaching contract as a USD 362 Teacher. Only classes with a grade of “B” or higher will be reimbursed. Pass/Fail classes and credit for district sponsored workshops will NOT be reimbursed. Official college transcripts and receipts of payment, along with a written request specifying the reimbursement sought, must be submitted to the district office by September 15 for reimbursement of the previous academic year (including previous summer). If the number of requests exceeds the allocated amount, reimbursement will be divided evenly among the number of credit hours submitted.
- \$200 added to the base
- Teachers located in any of the master’s degree columns who have maxed out on steps on the published schedule will be given a \$520 step annually provided the board does not freeze salaries of all staff.
- Teachers who received money from the compensation and beyond program in the prior negotiated agreement will have compensation reinstated.

Article VI-Leave

- (Item 2) “Maternity leave” was added to the language.
- (Item 5) Leave incentives added: Teachers who use fewer than 6 sick days can be reimbursed for up to \$50 per day. The incentive that can be cashed out is the difference between 6 and actual sick days used that year. In addition, teachers who do not use any sick leave within an academic year will qualify for a \$400 bonus. The donation of sick days, on the behalf of an individual who utilizes the sick leave pool, will be counted as sick days used. The normal donation of days to the sick leave pool will not count against any incentives.
- (Item 9) added: In bereavement cases not defined by the district, a teacher may submit a written request for bereavement (sick leave) to their building principal. If such request is denied, it can be appealed to the superintendent. No grievances shall be filed regarding final decisions.
- Sick Leave Pool added: Every teacher is eligible to participate in the sick leave pool pending committee approval. The sick leave pool shall be administered by a sick leave pool committee consisting of 4 teachers designated by the PVTA and the superintendent or his/her designee. The pool will only be activated when need arises. All teachers on this contract who have sick leave shall contribute one day to the sick leave pool at the beginning of the 2009-10 school year.

At the end of a contract year, the unused days in the sick leave pool shall be distributed as follows:

- If the number of days is less or equal to the number of teachers who contributed, those days shall be carried in the sick leave pool for the next contract year.
- If the number of days is more than the number of teachers, each contributor shall be credited with 1 day of sick leave and the remainder carried in the sick leave pool for the next contract year.

- Teachers who leave the district shall have their contributed day credited back to them and new teachers shall contribute a day to the pool upon initial employment.

The initial grant of sick leave by the sick leave pool committee to an eligible employee shall be from 1 to 20 days. Upon completion of the 20 day period, additional entitlement may be extended by the sick leave pool committee upon demonstration of need by the applicant. An employee may not exceed borrowing 60 days of sick leave pool within a 365 day period. Of these 60 days, 20 days may be granted for the same conditions of a spouse, parent, in-law, child or legal dependent of the teacher with the intention that the teacher must administer constant care of such individual. In the event that workers compensation benefits are activated, sick leave pool benefits will not apply.

To be eligible for sick leave pool days, the teacher, must, because of accident or illness, be prevented from performing his/her regular employment and have a disability which requires an absence in excess of 5 school days and the participant must have exhausted all sick and personal leave days. In the case of a spouse, parent, in-law or child, the need for constant care due to accident or illness will need to be demonstrated. The sick leave pool days will be retroactive to the 5 school days prior to receiving sick leave days.

The superintendent or his/her designee may require a statement from the staff member's physician certifying that he/she is incapable of performing their duties as a result of the accident or illness. The physician may be asked to certify in writing the number of days absence the given illness or disability requires. Such requirements may also be required in regards to eligible family member situations.

Subject to foregoing requirements, the sick leave pool committee will determine eligibility for the use of the pool and the amount of leave to be granted. The following general criteria shall be considered by the committee in administering the pool and in determining the amount of leave:

- Medical evidence of serious illness
- Prior utilization of sick leave
- Length of service in the system

The decision of the sick leave pool committee with respect to eligibility entitlement shall be final and binding and not subject to appeal, to grievance or to arbitration.

The sick leave pool committee shall design a repayment/replenishment plan with the employee who receives days from the sick leave pool.

- The requirements of repayment from the affected individual shall not exceed 3 days per year.
- If the employee does not complete years of service to the district to repay the number of days received, the employee must reimburse the district for the appropriate wage per day at the time the employee was absent. If, at the time of resignation, the employee has other accrued sick leave (beyond the 3 days repaid per year), that leave may be used to cancel the remaining days due.
- A third way of repayment would be allowing all teachers to donate the days the affected teacher has borrowed. Teachers willing to donate must indicate within 30 calendar days upon the affected individual returning to school, in writing to the payroll clerk, the number of days they would like to donate. Days donated in this fashion will be counted against sick leave incentives, including perfect attendance. Any days not repaid by the staff are then subject to other payback provisions listed herein.
- If the number of days in the pool is extinguished, the committee shall ask for a donation of days to the pool and report such donation within 5 calendar days. The number of days donated shall not exceed the number of teachers on this contract.
- The sick leave pool committee has the right to waive payment to the sick leave pool from the affected individual if the employee suffers a permanently disabling illness or a terminal condition that causes them not to return to school.

Summary of 2010-2011 Negotiations

TEAM

Teachers: Tamala Snyder (lead), Randy Leach, Robert Kimzey, Michael Pickman

KNEA rep: Steve Lopes

board: Barbie Feldmen, Chuck Dunlop, alternate: Wade Teagarden

Supt: Chris Kleidosty

Article IV-Teaching Assignments

- For the 2010-11 school year only, the number of contract hours shall not exceed 1,456 hours.
- Reduce contract hours by the following 5 days for the 2010-2011 school year only- contingent upon inclement weather days. (Total student contact time must meet the 1116 hour state requirement.)
 - November 12th-Inservice
 - January 17th, Martin Luther King Jr. Day- Inservice
 - February 21st, President's Day-Inservice
 - May 25th and May 26th – last two student contact days
 - Teacher Checkout on May 27th will be moved to Wed, May 25th

Article V-Salary

- For the year 2010-2011 only, a total salary freeze except tuition reimbursement will be implemented. No step or column movement will be awarded.
- Tuition reimbursement: Changed the language to prevent a teacher from being over compensated and to define a clear method of how the money will be dispersed. Also developed a form for teachers to fill out when applying for tuition reimbursement(Appendix D)
- Changed the number of members on the insurance committee from 5 to 7 by adding one more teacher and one more classified employee to the committee
- Changed the dates in the liquidated damages section to match the new deadlines set forth by the state. Teachers now have until two weeks past the third Friday in May to give written notice to vacate their position to the board of education without penalty.

Article VI-Leave

- Set up a donation program for personal days. An employee may chose to donate any un-used personal days to another employee within that school year calendar. Developed a form for the donator and the recipient to fill out and submit to the district office. (Appendix D)
- Developed the Sick Leave Incentive Pay Form (appendix D) to compliment the leave incentives developed in the 2009-2010 negotiations.

Article IX—RIF Policy

- The districts RIF policy is stated clearly and fully in the board policy book. The negotiated agreement will now reference that policy and direct individuals on how to find it since it is not listed in it's entirety in the negotiated agreement due to the fact that the district policy reflects state policy and that could change at any time.

Article VII-Evaluation

- Adopted the new Evaluation Instrument and Improvement Assistance Plan listed in Appendix C

Appendices

- Developed Appendix C for the evaluation tools
- Developed Appendix D for necessary forms
- Initiated Appendix E which will continue to be a summary of all past negotiations.

