

2019-2020

Negotiated Agreement

**Oxford USD 358 Board of Education
And
Oxford Teachers Association**



BOE APPROVED 05-28-19

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NEGOTIATED AGREEMENT

The conditions, regulations, rules, and terms of employment found in this document constitute the Negotiated Agreement for the 2019-20 school term between the Oxford Teachers Association and the USD 358 Board of Education.

ARTICLE I - DEFINITIONS:

1. ADMINISTRATOR OR 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 Kansas Administrative Regulations.

2. ASSOCIATION:

Oxford Teachers Association (OTA).

3. BOARD

The Board of Education of Unified School District 358, Sumner County, Kansas.

4. DAYS:

Except as otherwise indicated in this policy, days shall mean working days.

5. DISTRICT:

Unified School District 358, Sumner County, Kansas

6. LICENSED TEACHER:

The terms licensed teacher as used in this agreement shall mean the same as professional employee as defined in K.S.A72-5413 (c), provided such employee is part of the recognized bargaining unit for teachers.

7. SUPERINTENDENTS:

Superintendent of Schools of Unified School District 358, Sumner County, Kansas

8. IMMEDIATE FAMILY:

Immediate family is restricted to mother, father, sister, brother, son, daughter, spouse of the teacher, in-laws, grandchildren and grandparents.

ARTICLE II - BOARD'S RIGHTS:

The Board, on its own behalf, on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the state of Kansas and of the United States.

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

ARTICLE III - SALARY:

1. Salary Schedule Placement:

- a. Licensed teachers entering the employment of USD 358 may be given full credit for past teaching experience at the option of the board not to exceed the maximum salary for the appropriate education column. The board shall also have the right to allow less than the actual number of years of service experience for any licensed teacher. Determination of the years of experience allowed for salary schedule placement shall be made at the time of employment.
2. Vertical movement for experience on the salary schedule shall be limited to one step per year.
3. Credit given for educational attainment for horizontal movement on the salary schedule shall be limited to semester hours earned after the date of granting of the last degree and prior to September 1 of the current contract year. All classes allowed for credit for movement on the salary schedule shall be graduate level courses in the field in which the teacher is currently licensed or courses which have been approved by the superintendent or board of education prior to enrollment in the course by the licensed teacher. The request for approval shall include a description of the course. The superintendent or board of education shall respond in writing to approve or disapprove of the course for salary movement.
4. The licensed teacher should notify the board or the superintendent if they intend to complete additional hours and qualify for horizontal movement on the salary schedule by April 1 of the current school year. Verification and completion of the hours by official transcript or other documentation acceptable to the superintendent must be on file by September 1 of the current contract year. Any hours certified after September 1 will not be used for salary schedule movement until the following school year.

5. Part-time licensed teachers who are contracted on a yearly basis will receive a prorata amount of the salary, fringe benefit and leave as provided in this policy. The prorata amount of benefits to be provided to part-time licensed teachers will be the equivalent percentage as determined on the annual Kansas State Department of education turn-around report.
6. The salary for work performed beyond the normal work year shall be determined by the Board of Education on an individual basis.
7. The board has the right to (a) retain any licensed teacher on the previous year's step and column if it believes the licensed teacher has not performed in accordance with expectations; or (b) the board may advance a licensed teacher, new or otherwise, on the salary schedule, when such is deemed by the board of education to be in the best interest of the school district and the students thereof.

2019-2020 Salary Schedule

| Step | BA | BA + 15 | BA + 30 | BA + 45 | MA | MA + 15 |
|------|----------|----------|----------|----------|----------|----------|
| 1 | \$37,050 | \$39,050 | \$41,050 | \$43,050 | \$45,050 | \$47,050 |
| 2 | \$38,050 | \$40,050 | \$42,050 | \$44,050 | \$46,050 | \$48,050 |
| 3 | \$39,050 | \$41,050 | \$43,050 | \$45,050 | \$47,050 | \$49,050 |
| 4 | \$40,050 | \$42,050 | \$44,050 | \$46,050 | \$48,050 | \$50,050 |
| 5 | \$41,050 | \$43,050 | \$45,050 | \$47,050 | \$49,050 | \$51,050 |
| 6 | \$42,050 | \$44,050 | \$46,050 | \$48,050 | \$50,050 | \$52,050 |
| 7 | \$43,050 | \$45,050 | \$47,050 | \$49,050 | \$51,050 | \$53,050 |
| 8 | \$44,050 | \$46,050 | \$48,050 | \$50,050 | \$52,050 | \$54,050 |
| 9 | \$45,050 | \$47,050 | \$49,050 | \$51,050 | \$53,050 | \$55,050 |
| 10 | \$46,050 | \$48,050 | \$50,050 | \$52,050 | \$54,050 | \$56,050 |

Condensed salary schedule negotiated 2008-2009

ARTICLE IV - FRINGE BENEFITS:

The board will pay in addition to salary, a fringe benefit for all District employees in the amount not to exceed three hundred and thirty dollars (\$365.00) per month to be applied to the cost of the district's health insurance plan. The benefit amount shall be applied to the group health benefit and carrier selected by the board. It is for a whole health policy only and may not be taken as cash, dental rider or any other benefit. Upon termination or non-renewal of the licensed teacher's contract of employment for any reason all board payments of fringe benefits shall terminate on the date employment with the district ceases. *Negotiated 2018-2019*

A licensed teacher with fifteen continuous years of employment with the district may, upon eligibility for KPERS retirement, continue on the district's health insurance plan at the cost of the retiree and may elect to receive a fixed amount, not to exceed two hundred fifty dollars (\$250.00) per month, to be applied to the cost of the district's insurance plan. The spouse and/or dependent children of an eligible retiree will be allowed to remain on the plan if enrolled on the plan at time of retirement. Dependent children on the retiree policy at the time of retirement will roll off according to Dependent age Limitation criteria. The benefit will be available upon and after retirement from the district until (1.) The retired employee reaches age 65; (2) the retired employee fails to make required premium payments by the deadline established by the insurance policy for delinquent payment; or (3) the retired employee becomes covered or becomes eligible to be covered under another employer plan or Medicare eligible. Once the retiree coverage is terminated, coverage for all covered spouse/dependents will also cease. The benefit will be applied to the group health benefit and carrier selected by the board. It is for a whole health policy only and may not be taken as cash, dental rider, or any other benefit.

Negotiated 2017-18

ARTICLE V - SUPPLEMENTAL PAY:

The following schedule will be used to determine compensation for supplemental duties

The board may add or create new supplemental duties and determine the initial compensation for the positions added to the supplemental schedule.

Separate contracts for supplemental and primary duties will be issued.

Licensed teachers not receiving a supplemental contract for sponsoring, supervising or assisting with events will be compensated at the rate of \$20.00 per hour for each non-sport activity or event at the request of or approval by the superintendent when such duty is outside the normal duty.

Licensed teachers who accept assignments by the board of education or administration to special committees shall receive \$20.00 per hour for work performed outside the regularly assigned school day, exclusive of the first fifteen minutes prior to licensed teachers assigned reporting time and fifteen minutes after licensed teachers assigned release time.

Although salaries have been negotiated for all positions on the Supplemental Schedule, it remains the responsibility of the board to determine whether or not the position is necessary, and therefore, whether or not a supplemental contract will be offered for such position.

It is the intent to fill vacancies for supplemental positions or extracurricular events with district personnel whenever possible. Therefore, openings will be posted on the district website and provided to staff via email. *Negotiated 2007-2008*

The administrative personnel responsible for making recommendations to the board of education for supplemental contracts will have the authority to recommend the best applicant for the position. The board of education retains the right to hire appropriate personnel for any open position. *Negotiated 2007-2008*

SUPPLEMENTAL SALARY SCHEDULE 2019-20

The salary schedule shall be subject to additional consideration as follows: *(Changes Negotiated 2019-20)*

1. HIGH SCHOOL COACHES:

| | | |
|-------------------------------------|------|---------|
| A. Head Football | 12% | \$4,446 |
| Assistant | 6.5% | \$2,408 |
| B. Head Basketball | 12% | \$4,446 |
| Assistant | 6.5% | \$2,408 |
| C. Head Volleyball | 11% | \$4,076 |
| Assistant | 6% | \$2,223 |
| D. Head Track | 11% | \$4,076 |
| Assistant | 6% | \$2,223 |
| E. Head Cross Country (Grades 7-12) | 11% | \$4,076 |
| Assistant | 6.5% | \$2,408 |
| F. Head Baseball | 11% | \$4,076 |
| Assistant | 6% | \$2,223 |
| G. Head Softball | 11% | \$4,076 |
| Assistant | 6% | \$2,223 |

2. JUNIOR HIGH COACHES

| | | |
|--------------------|------|---------|
| A. Head Football | 7% | \$2,594 |
| Assistant | 5% | \$1,853 |
| B. Head Basketball | 7% | \$2,594 |
| Assistant | 5% | \$1,853 |
| C. Head Volleyball | 6% | \$2,223 |
| Assistant | 4.5% | \$1,667 |
| D. Head Track | 6% | \$2,223 |
| Assistant | 4.5% | \$1,667 |

3. BAND & VOCAL INSTRUCTORS

| | | |
|---------------------|------|---------|
| Instrumental | 3.5% | \$1,297 |
| Stage Band | 7.5% | \$2,779 |
| High School Vocal | 3% | \$1,112 |
| Middle School Vocal | 2% | \$741 |
| Elementary Vocal | 3% | \$1,112 |

4. Sponsorship of the following activities will be paid the total compensation as indicated. Multiple sponsors will prorate the compensation.

Even though School Improvement Chairs are members of the District Leadership Team (DLT), they will only be paid as School Improvement Chair.

(Negotiated 2010-2011)

High School

| | | |
|---|--------------|------------------|
| A. Head Cheerleader | 10% | \$3,705 |
| Assistant | 5% | \$1,853 |
| B. Annual | 3% | \$1,112 |
| C. KAY | 4% | \$1,482 |
| D. Student Council | 3% | \$1,112 |
| E. Plays (each Play) | 3% | \$1,112 |
| F. Junior Class | 3% | \$1,112 |
| Assistant | 2% | \$741 |
| G. Senior Class | 4% | \$1,482 |
| Assistant | 3% | \$1,112 |
| H. Scholars Bowl | 4% | \$1,482 |
| I. Forensics | 6% | \$2,223 |
| Assistant | 3% | \$1,112 |
| J. Honor Society | 1% | \$371 |
| K. Voc-Ed Coordinator | 5% | \$1,853 |
| L. Activities Director | 34% | \$12,597 |
| M. Lunchroom Duty | School Lunch | Paid by District |
| N. FFA <i>(Negotiated 2008-2009)</i> | 5% | \$1,853 |
| O. School Improvement Chair <i>(Negotiated 2009-2010)</i> | 3% | \$1,112 |

Junior High

| | | |
|---------------------|------|---------|
| A. Head Cheerleader | 5% | \$1,853 |
| Assistant | 3% | \$1,112 |
| B. Scholars Bowl | 2% | \$741 |
| C. Student Council | 2.5% | \$926 |

5. If a licensed teacher works at a ball game, he/she will be paid the following:

Gatekeeper:

| | |
|------------|---------------------------|
| Football | \$20 per night |
| Volleyball | \$20 per volleyball event |
| Basketball | \$15 per game (\$60 max) |

Scorekeeper/Clock/Line Judge:

| | |
|------------|---|
| Basketball | \$15 per game (\$60 max) |
| Volleyball | \$15 per match (each match may consist of 3 games) \$60 max |

ARTICLE VI - LEAVES:

Beginning of school year shall mean the first day that licensed teachers are required to be present for any purpose.

At the beginning of each school year, each licensed teacher shall be eligible for the following days of leave. Such days of leave will be with full or reduced pay, as provided herein, and subject to conditions listed in the following paragraphs.

1. LEAVE:

- a. Full-time licensed teachers shall be granted twelve (12) days of leave per contract year. These days will be used prior to any previously accumulated sick leave. Leave time will be charged in two-hour increments. If the time requested is less than one-half day and coverage for that time is unavailable, one-half day leave must be taken. (Duty day 8 hours 12 minutes). Unused leave days at the end of the contract year will then become sick leave eligible for buyback, accumulation, or donation to the Sick Leave Bank. Unused sick leave may be carried over to a maximum of 65 days. Sick leave may be used for an illness or disability of the licensed teacher or serious illness, disability or death of members of the immediate family of the licensed teacher (see definitions, pg. 1, #8). For purposes of this paragraph, sick leave may also be used for absences related to the death of the licensed teachers' grandparents, grandchildren or in-laws. The maximum number of sick leave days that may be available for use at any time, according to this paragraph, shall be the number of days the licensed teacher has carried over (maximum 65 days), plus the current year allowance (12), or 77 days, whichever is less.
- b. Each licensed teacher may be eligible for additional sick leave according to the Sick Leave Bank Policy (see Sick Leave Bank Policy).
- c. After the licensed teacher has used all days allowed according to paragraph 1-a, the licensed teacher may apply for additional days from the Sick Leave Bank.
- d. Leave must be scheduled at least three (3) days in advance, when possible. In case of an emergency, this provision may be waived by the Superintendent. However, each licensed teacher shall notify the Administration of his intended absence, stating the nature of leave. Each shall give such notification prior to his scheduled on the job starting time.
- e. When making arrangements for prior known reasons, a licensed teacher must complete the district leave request form and submit it for prior approval. In the case of an emergency or illness, the licensed teacher shall complete the leave form when reporting to work on the first working day following the absence. The Superintendent may limit the number of licensed teachers taking leave on a given day.
- f. Leave shall not be granted immediately before or after a holiday, the first and last days of the school year, or on any in-service day, work- day, or parent/teacher conference day. This policy may be waived by the Superintendent.
- g. For any extended absence under Leave, an administrator may request a written medical opinion to substantiate the illness or disability.
- h. After accumulating sixty-five (65) days of sick leave, a licensed teacher may sell

back additional days to the board at \$80 per day. The buy back of sick leave days will be granted only to those persons who complete the current school term.

- i. Upon retirement from teaching, a licensed teacher with ten (10) years past experience in USD 358 school district will be paid for all unused sick leave accumulated, to a maximum of 50 days, at the rate of \$80 per day. Such payment will be made prior to the end of the district's fiscal year.

2. OTHER TEMPORARY LEAVES:

Subject to administrative approval, a licensed teacher may be granted temporary leave subject to the following provisions. Such leave shall not be chargeable to cumulative leave days and the licensed teacher shall receive his full pay.

- a. Court or jury duty: A licensed teacher may be granted temporary leave to appear in court for jury duty. The amount paid for jury duty, if any, shall be deducted from licensed teacher's regular pay.
- b. Professional: A licensed teacher may be granted temporary leave to pursue professionally related activities such as: attendance at a state or national meeting of professional educators.
- c. Visitation: A licensed teacher may be granted temporary leave to consult with, and/or observe, for professional purposes, a person or school with the request or approval of the building administrator.
- d. Other: The superintendent, or a delegated authority, may authorize temporary leave for any other purpose not expressly identified above. Such authorization shall specify the leave, as paid or unpaid leave.

3. PARENTAL LEAVE

- a. Maternity and adoptive leaves are subject to the Family Medical Leave Act and will be dealt with on an individual basis.
- b. Upon request to the superintendent, parents may be granted up to 12 additional days paid parental leave at their contracted rate, once accumulated sick leave days are depleted to four or fewer. The parental leave days are to be used following delivery or adoption, or as leave time related to care of a new child. Parental leave days expire at the end of each school year and are not eligible for rollover or buyback.

Negotiated 2016-17

4. SICK LEAVE BANK POLICY:

To assist the licensed teachers who need additional sick leave, a sick leave bank shall be established as follows:

- a. A review committee of three licensed teachers will grant withdrawals from the bank. There will be three representatives from pre-kindergarten through grade 12. One of the committee members may be other personnel (i.e., an administrator or nurse). Licensed teacher representatives shall be approved and/or elected by the Association (see definition pg. 1).
- b. A licensed teacher will not be able to withdraw from the bank until his/her own sick leave is depleted.
- c. A licensed teacher can withdraw on their first request up to twenty-one (21) days from the bank. The number of sick leave days granted from the bank shall be

determined by the review committee according to criteria established by the review committee. Applicants may reapply according to their need.

- d. Written application must be made to the review committee and must include a statement from the applicant's personal physician concerning the inability to work or requesting sick leave days to care for an immediate family member (see definitions pg. 1, #8). If deemed necessary, the review committee may require verification by another physician. The review committee will file documentation in the Superintendent's office.
- e. Only licensed teachers who need additional sick leave for themselves or to care for an immediate family member (see definitions, page 1, #8) who is hospitalized or under the care of a physician may apply to use the sick leave bank.
- f. If, at the end of any school year, the sick leave bank balance of available days is less than 30 days, each licensed teacher with a balance of one (1) or more leave days shall contribute one day of their annual leave to the sick leave bank.
- g. Any licensed teacher, when leaving the district, may (at their own choice) donate all of their remaining sick leave days to the sick leave bank.
- h. Any licensed teacher may donate days to the sick leave bank at the end of a given school year if their accumulated leave exceeds 25 days.

5. **BEREAVEMENT LEAVE:**

In the case of the death of immediate family (see definitions, page 1, #8), a licensed teacher shall be eligible for three (3) days of bereavement leave. A licensed teacher shall be eligible for an additional two (2) days of leave with the approval of the building principal and superintendent of schools.

Negotiated 2008-2009

6. **ABSENCES NOT COVERED**

Any absence not covered by the leave provisions of this policy or any leave granted without pay according to this policy, shall result in a salary deduction of 1/179 of the licensed teacher's contracted salary for each day of absence.

ARTICLE VII - GRIEVANCE PROCEDURE:

1. **PURPOSE:**

The purpose of this procedure is to provide for the orderly and expeditious adjustment of grievances of an individual licensed teacher of Unified School District 358, Sumner County, Kansas at the lowest level.

2. **DEFINITIONS:**

- a. Grievance shall mean any alleged violation, misinterpretation or misapplication of the terms and conditions of this agreement or of the individual licensed teachers' contract of employment.
- b. "Grievant" means a licensed teacher of the Unified School District 358, Sumner County, Kansas, having a grievance.
- c. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.
- d. The grievant may choose to be accompanied by not more than three (3) persons at any step on the following procedure, except the informal step.

3. PROCEDURES:

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

INFORMAL

Within five (5) school days of the time a grievance arises, the licensed teacher may present orally the grievance to his/her principal (or the immediately involved building administrator) during non-teaching hours. Within three (3) school days after presentation of the grievance, the principal shall give his/her answer orally to the licensed teacher.

STEP ONE:

- a. Within five (5) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and filed with the principal or immediately involved building administrator.
- b. The "statement of grievance" shall name the licensed teacher involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the provisions of this policy or the licensed teacher's contract alleged to be violated, and shall state the contention of the licensed teacher with respect to such provisions.
- c. Within five (5) school days after receiving the statement of grievance, the principal shall meet with the grievant and communicate his answer in writing to the grievant.

STEP TWO:

- a. If the grievance is not resolved in Step One, the grievant may, within five (5) school days of the receipt of the principal's answer, submit to the superintendent a written "statement of grievance" signed by the grievant. A copy shall be given to the principal involved at the same time.
- b. The Superintendent or his designated representative shall meet with the grievant and communicate his answer in writing no later than ten (10) school days after receipt of the written grievance.

STEP THREE:

- a. Within ten (10) school days after receiving the decision of the Superintendent, an appeal from such decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.
- b. No later than fifteen (15) school days after receiving the appeal, the Board shall hold a hearing with the grievant. All those involved in the previous steps shall have a right to attend the hearing.
- c. The grievant may not present any material or allegation that was not presented in preceding steps. Neither party shall withhold information, which is pertinent to the grievance.
- d. Within fifteen (15) school days after the hearing, the Board shall communicate its decision in writing. The decision of the board shall be final in all respects.

- e. In the event the grievant is not satisfied with the disposition of his/her grievance at Level 3, he/she may place the grievance before the court of competent jurisdiction.

4. MISCELLANEOUS PROVISIONS:

- a. It is the policy of the Board to assure every licensed teacher the opportunity to have the unobstructed use of the grievance procedure without reprisal or prejudice.
- b. In the event a grievance is filed at such time that it cannot be processed through all the steps of the grievance procedure by the end of the school year, then “days” shall be defined as those days the district office is open for business.
- c. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the grievant.

ARTICLE VIII - CONTRACT YEAR:

The contract shall consist of 179 contract days (1467.80 hours) as determined and scheduled by the board. *(Negotiated 2019-20)*

Time will be allotted at the beginning of the year and at the end of each grading period to allow for preparation for conferences, for grading, and to address other instructional needs. No meetings of any kind may be scheduled during these workdays. *(Negotiated 2013-14)*

ARTICLE IX - DUTY DAY:

The normal duty day shall be scheduled by the board and shall not exceed be eight (8) hours, twelve (12) minutes, including lunch period. The board shall have the right to determine the number of minutes of instructional time, number of periods, and the length of each period within the normal duty day of 8 hours, 12 minutes. The board reserves the right to change the number of minutes of instructional time, the number of periods and length of each period during the school year. The duty day may be extended to include open house, parent/teacher conferences, special education staffings, and faculty meetings as determined by the board or administration. Generally, licensed staff should report to school 15 minutes prior to school beginning and should remain on duty until 25 minutes after students are dismissed. *(Changes negotiated 2013-14)*

The board reserves the right to vary the number of minutes in the school day, including but not limited to, the accommodation of the students’ educational program, student transportation and other aspects of school operation as the board may deem appropriate.

ARTICLE X - ASSOCIATION PRIVILEGES:

The recognized bargaining agent for the professional employees of USD 358 is granted the following privileges:

- 1. The Association may be allowed the use of school facilities and equipment with prior notification or, if needed, approval of the building administrator or superintendent. The Association has the right to use mailboxes (including district email system) for

distribution of materials and information, designated bulletin board space in the workrooms or each attendance center.

2. Within thirty (30) days after receipt of written authorization from the teacher, the Board shall deduct from the salary of the employee and make appropriate remittance for Association dues. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the Board shall deduct one-twelfth (1/12) or appropriate amount of such dues from the regular salary check of the employee each month. Amounts to be deducted shall be supplied the Board through a schedule established by the Association. *Any balance due upon the employee's termination of employment shall be deducted from such individual's final check.* Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee between July 15 and August 1 of any school year. The Board shall transmit to the Association the total monthly deduction for the professional dues within ten (10) days following each regular period with a listing of the employees for whom the deduction was made.

ARTICLE XI - SALARY REDUCTION PLAN:

Each licensed teacher may enter into a salary reduction agreement with the board for the purpose of allocating an annual amount not to exceed \$9,500 to the USD 358 Section 125 Salary Reduction Flexible Benefit Plan. The board shall determine the benefits to be included in the flexible benefit plan. (The board further reserves the right to determine the vendor and the individual benefits of each insurance benefit included in the plan.) The board shall make reasonable efforts to include a family medical insurance program together with a cancer insurance and dental insurance plan as options.

ARTICLE XII - PLANNING PERIODS:

The board recognizes the desirability of preparation and planning time for the licensed teacher. The practice of using a regular employee as a substitute other than in emergencies shall be discouraged. In case of a pre-scheduled activity, a substitute shall be hired whenever possible. In the absence of a substitute or a volunteer, an employee may be assigned to serve as the substitute. Such coverage shall be arranged in advance to the extent possible by the building principal. When regular licensed teachers are used as the substitute, the building principal will attempt to distribute the duty as equitable as possible during the school year. Licensed teachers will be paid \$20.00 per period or clock hour if assigned as a sub during his/her plan time by administration or office staff. Staff members are responsible for filling out an extra duty pay form and submitting it to the district clerk within 3 business days of the current pay period. *(Changes negotiated 2018-19)*

ARTICLE XIII - DUTY-FREE LUNCH:

It is the intent of the board to provide each teacher a duty-free lunch period equal to the amount of time allotted for their class or building's student lunch period.

ARTICLE XIV - TEACHER CONTRACT:

OXFORD UNIFIED SCHOOL DISTRICT NO. 358 LICENSED TEACHER CONTRACT

THIS CONTRACT, MADE AND ENTERED INTO, THIS ____ DAY OF _____, BY AND BETWEEN THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 358, SUMNER COUNTY, KANSAS HEREINAFTER CALLED THE "BOARD" AND _____ HEREINAFTER CALLED THE "LICENSED TEACHER".

THE PARTIES HERETO AGREE THAT LICENSED TEACHER SHALL BE EMPLOYED BY THE BOARD AS AN EMPLOYEE OF SAID UNIFIED SCHOOL DISTRICT NO. 358, SUMNER COUNTY, KANSAS FOR THE SCHOOL YEAR _____, AS DEFINED AND SCHEDULED BY THE BOARD, WHICH SHALL BE ____ DUTY DAYS OF TEACHING AND OTHER ASSIGNMENTS AS DESIGNATED BY THE BOARD, AT THE SALARY OF _____ FOR SAID YEAR, PAYABLE IN TWELVE (12) EQUAL INSTALLMENTS, ON OR ABOUT THE FIRST DAY OF EACH MONTH, COMMENCING _____, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- THE SERVICES TO BE PERFORMED BY THE LICENSED TEACHER HEREUNDER SHALL BE AS DETERMINED AND ASSIGNED BY THE SUPERINTENDENT OF SCHOOLS, AND THE LICENSED TEACHER SHALL BE SUBJECT TO THE POLICIES, ORDERS, RULES AND REGULATIONS OF THE BOARD; HOWEVER SAID POLICIES, ORDERS, RULES AND REGULATIONS ARE NOT A PART OF THIS CONTRACT. THE BOARD RESERVES THE RIGHT TO TRANSFER OR REASSIGN THE LICENSED TEACHER TO ANY OTHER SCHOOL, OR TO ANY EDUCATIONAL PROJECT OR PROGRAM OF THE SCHOOL DISTRICT FOR WHICH THE LICENSED TEACHER IS QUALIFIED.
- THIS CONTRACT IS CONTINGENT UPON THE LICENSED TEACHER BEING AND REMAINING CERTIFICATED DURING THE TERM OF EMPLOYMENT HEREUNDER WITH RESPECT TO THE POSITION FOR WHICH THE LICENSED TEACHER IS EMPLOYED AS PROVIDED BY LAW; IN THE EVENT THE LICENSED TEACHER SHALL BE UNABLE TO FURNISH TO THE BOARD AND TO MAINTAIN AN APPLICABLE KANSAS INSTRUCTOR'S CERTIFICATE TO BE IN FULL FORCE AND EFFECT DURING THE TERM OF EMPLOYMENT HEREUNDER, THIS CONTRACT SHALL BE NULL AND VOID, TERMINATED AND CANCELLED.
- AS A CONDITION TO ENTERING EMPLOYMENT, THE LICENSED TEACHER IS REQUIRED TO SUBMIT A CERTIFICATION OF HEALTH SIGNED BY A LICENSED PHYSICIAN, THE EXPENSE THERE OF TO BE BORNE BY THE TEACHER, AS PROVIDED BY K.S.A. 72-5231.
- IN THE EVENT THE EMPLOYMENT OF LICENSED TEACHER HEREUNDER SHALL BE TERMINATED FOR ANY REASON PRIOR TO THE EXPIRATION OF THE SCHOOL YEAR, THE SALARY AS HEREINBEFORE SPECIFIED SHALL BE ADJUSTED AND PAID ON THE BASIS OF AN AMOUNT WHICH, TOGETHER WITH THE COMPENSATION HERETOFORE PAID, SHALL BEAR THE SAME RELATIONSHIP TO THE TOTAL SALARY ABOVE SPECIFIED AS THE NUMBER OF DAYS OF ACTUAL DUTY PRIOR TO THE EFFECTIVE DATE OF TERMINATION SHALL BEAR TO THE NUMBER OF DUTY DAYS OF SCHOOL YEAR AS DEFINED AND SCHEDULED BY THE BOARD.
- IN THE EVENT THE LICENSED TEACHER IS ABSENT FROM DUTY EXCEPT AS HEREINAFTER SPECIFIED, DEDUCTION SHALL BE MADE FROM THE SALARY FOR EACH DAY OF ABSENCE AS PROVIDED BY THE POLICIES, RULES AND REGULATIONS OF THE BOARD. DEDUCTIONS SHALL NOT BE MADE IN THE EVENT SUCH ABSENCE IS COVERED BY SICK LEAVE OR THE RESULT OF OTHER AUTHORIZED ABSENCE IN ACCORDANCE WITH AND SUBJECT TO THE RULES AND REGULATIONS OF THE BOARD.
- ADVANCEMENT BY THE LICENSED TEACHER ON ANY SALARY SCHEDULE ADOPTED BY THE BOARD SHALL NOT BE AUTOMATIC, BUT SHALL BE AT THE DISCRETION OF THE BOARD AND SHALL BE BASED ON THE LICENSED TEACHER'S PAST PERFORMANCE AND OTHER FACTORS DEEMED RELEVANT BY THE BOARD. FAILURE OR REFUSAL BY THE BOARD TO ADVANCE THE LICENSED TEACHER ON ANY SALARY SCHEDULE ADOPTED BY THE BOARD SHALL NOT BE THE BASIS OF A GRIEVANCE BY THE LICENSED TEACHER.
- THIS CONTRACT IS SUBJECT TO THE TERMS AND PROVISIONS OF THE KANSAS CASH BASIS LAW AND THE KANSAS BUDGET ACT AND AMENDMENTS THEREOF OR SUPPLEMENTS THERETO RESPECTIVELY, AND TO ALL OTHER APPLICABLE UNITED STATES AND KANSAS LAWS.
- THE PROVISIONS FOUND IN CONTRACTUAL PROVISIONS ATTACHMENT (FORM DA-146a, Rev. 1-01), WHICH IS ATTACHED HERETO, ARE HEREBY INCORPORATED IN THIS CONTRACT AND MADE A PART THEREOF.

WITNESS OUR HANDS ON THE DAY AND YEAR FIRST ABOVE WRITTEN
UNIFIED SCHOOL DISTRICT NO. 358
SUMNER COUNTY, STATE OF KANSAS

BY _____
President, Board of Education

ATTEST:

Clerk, Board of Education

LICENSED TEACHER

ARTICLE XV - SUPPLEMENTAL CONTRACT:

OXFORD UNIFIED SCHOOL DISTRICT NO. 358
SUPPLEMENTAL CONTRACT

THIS CONTRACT, MADE AND ENTERED INTO, THIS _____ DAY OF _____ BY AND BETWEEN THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 358, SUMNER COUNTY, KANSAS, HEREINAFTER CALLED "BOARD" AND _____ HEREINAFTER CALLED THE "EMPLOYEE".

THE PARTIES HERETO AGREE THAT THE EMPLOYEE SHALL BE EMPLOYED BY THE BOARD OF SAID UNIFIED SCHOOL DISTRICT NO. 358, SUMNER COUNTY, KANSAS FOR THE SCHOOL YEAR _____ WHOSE SUPPLEMENTAL DUTIES AS DEFINED AND SCHEDULED BY THE BOARD, SHALL INCLUDE THE FOLLOWING:

SUPPLEMENTAL ASSIGNMENT SALARY

1. _____
2. _____
3. _____
4. _____

SAID SALARY PAYABLE IN TWELVE EQUAL PAYMENTS COMMENCING _____. PURSUANT TO K.S.A. 72-5412A, THIS CONTRACT IS SUPPLEMENTAL TO THE PROVISIONS OF THE EMPLOYEE'S PRINCIPAL OR PRIMARY CONTRACT.

WITNESS OUR HANDS ON THE DAY AND YEAR FIRST WRITTEN.
BY _____

ATTEST: PRESIDENT, BOARD OF EDUCATION

CLERK, BOARD OF EDUCATION

EMPLOYEE

ARTICLE XVI - CONTRACTUAL PROVISIONS ATTACHMENT (see Attachment 1)

ARTICLE XVII - TAX SHELTERED ANNUITIES:

Licensed teachers may participate in tax-sheltered annuities with companies approved by the board of education. The board will provide enrollment periods for two 30-day periods of time: one beginning September 1 and one beginning January 1 of each year.

ARTICLE XVIII – CHANGES IN TEACHING STAFF:

In the event the board decides that the size of the licensed teaching staff must be changed, guidelines in this policy shall be followed.

1. To determine the number of licensed teaching positions, the administrative staff will ascertain the educational program for the district to meet the educational goals established by the board. The number of licensed teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals as determined by the board.
2. All licensed teachers will be evaluated in relation to the educational goals of the district. Individual qualifications and specific skill areas or disciplines shall be ascertained and applied to the licensed teacher needs of the district. Evaluation forms, instruments or tools will be used to measure each staff member's teaching ability. Prior evaluations, certification, and teaching assignments shall also be considered.
3. In the case that a reduction in force is necessary, a combination of evaluations and direct supervisor recommendations will be reviewed by the board and considered during the process of selecting staff for retention.
4. Any teacher who receives a non-renewal notice has the right to a hearing with the Board of Education if requested in writing within 30 days.
5. Any licensed teacher who is not re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the licensed teacher is qualified. The superintendent will recommend to the board reinstatement of any such licensed teacher whom he deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any such licensed teacher after a period of one year from the date of non-renewal.

ARTICLE XIX - DISTRICT LEADERSHIP TEAM (DLT):

A District Leadership Team (DLT) consisting of four licensed teachers from each of the two building levels (K-6 and 7-12), the activities director, the principals and the superintendent, will make recommendations to the board as the need may arise.

ARTICLE XX - TEACHER SCHOLARSHIP/LOAN PROGRAM:

1. All licensed teachers employed by USD 358 are eligible to apply.
2. Applications by licensed teachers shall be submitted to the scholarship committee consisting of two school board members, two administrators, and one licensed teacher. The scholarship committee shall make recommendations to the board. The board retains the right to accept or reject the recommendation.
3. Applications for a scholarship/loan shall be initiated by a licensed teacher submitting an application to the committee describing the course, the licensed teacher's overall educational goals, benefit of the course to the district, and estimated cost of the course. All scholarship/loan applications must be turned in to the USD 358 District Office no later than 60 days after the first day of class.
4. The committee shall base its recommendation on the application and the overall benefit to the district.
5. The scholarship/loan may be granted in the amount of \$75.00 per credit hour to help offset the cost of tuition and books. The maximum per individual per semester is \$450.
 - a. The amount granted will be paid upon documentation of satisfactory completion of the course (official transcript).
 - b. A grade of C or better qualifies the recipient for loan forgiveness based on the following scale:
 - Completion of one year of instruction in USD 358 - Loan reduced by a total of 25%
 - Completion of two years of instruction in USD 358 - Loan reduced by a total of 50%
 - Completion of three years of instruction in USD 358 - Loan reduced by a total of 75%.
 - Completion of four years of instruction in USD 358 - Loan reduced by a total of 100%.
 - Completion of years of instruction shall be consecutive years of continued, full-time employment following the completion of the course.
 - c. If a licensed teacher leaves the employ of the district prior to complete forgiveness of the debt, the last paycheck of the licensed teacher will be reduced by the amount of the remaining debt. (See scholarship application)
6. Funding of the program will be in the amount of \$7000 per year.

Oxford USD 358
Licensed Teacher Scholarship/Loan Application

Name: _____ Date Submitted: _____

Source of Credit (College or University): _____

Course Description (including course(s) number): _____

Date Course(s) Start: _____ Date Course Concludes: _____

Cost per credit hour: _____ **Number of Credit Hours:** _____

Other Costs (itemize): _____

The district will pay a maximum of \$75.00 per hour for tuition and books to a maximum of \$450.00.

Total amount requested: _____

Answer the following questions. Answers should show some thought and logic, and will have a bearing on the approval of the application.

1. How will this course(s) benefit your teaching?

2. How will this course(s) benefit the district?

Signature

I hereby authorize USD 358 to withhold from my final paycheck upon termination of employment with the district any amount(s) due and owing pursuant to the terms of the licensed teacher scholarship/loan program.

Signature

Committee Recommendation: Approved _____ Not Approved _____ Date: _____

Board Approval: Approved _____ Not Approved _____ Date: _____

Year One (25%) _____

Year Two (25%) _____

Year Three (25%) _____

Year Four (25%) _____

Payment will not be made until proof of successful completion of the course is provided.

USD 358 – SCHOLAR'S FORM

The scholarship committee met on _____ to review the scholarship
(date)

request of _____.
(licensed teacher's name)

The committee has made the following recommendations to the BOE.

_____ The scholarship request was approved at \$75.00 per credit hours (maximum of \$450.00 per semester)

Amount approved _____

_____ The scholarship request was not approved for the following reason(s) _____

Committee Chairman

Date

THE BOARD OF EDUCATION'S ACTION ON SCHOLARSHIP REQUEST

_____ YES, THE BOARD APPROVES OF THE REQUEST IN THE AMOUNT OF
_____.

_____ NO, THE BOARD DISAPPROVES OF THE REQUEST.

SIGNED BY PRESIDENT OF BOE

DATE

*COPY FORWARDED TO THE LICENSED TEACHER: _____
DATE

ARTICLE XXI - EVALUATION PROCEDURES:

The District Leadership Team, on an as needed basis, may review and/or suggest revisions to the licensed teacher evaluation document in cooperation with the administration and Association. The proposed document shall be presented to and reviewed by the board, and at the board's discretion may be approved by the board. A revision of the evaluation procedure shall include the board's right to request evaluation of each licensed teacher be completed at least once annually.

As needed, a study team will be formed to study the evaluation process, procedures and instruments to determine if any changes are needed. The study team will be comprised of tenured and non-tenured professional employees as well as building administrators and the superintendent.

ARTICLE XXII - EVALUATION INSTRUMENT (see attachment 2)

LICENSED STAFF EVALUATION

In order to insure a high quality of performance on the part of the licensed employees of USD 358, a continuous program of teacher and administrator evaluation shall be established in the school district. The purpose of such evaluation shall be:

1. To improve the instructional program of the school district.
2. To provide a method of improvement for personnel in their jobs.

Kansas Statute 72, Article 90 specifies that the evaluation process should give consideration to the following employee attributes: Efficiency, personal qualities, professional deportment, ability, results and performance, including improvement in the academic performance of pupils or students insofar as the evaluated employee has authority to cause such academic improvement, in the case of teachers, the capacity to maintain control of pupils or students, and such other matters as may be deemed material.

Persons to be evaluated shall participate in their evaluations, and shall be afforded the opportunity for self-evaluation.

The district Board of Education policy, in agreement with Kansas Statute 72-9003, specifies that evaluations shall be made in writing and maintained in a personnel file for each employee for period of not less than three years from the date each evaluation is made.

- Employees in the first two consecutive school years of employment shall be evaluated at least one time per semester with each evaluation being completed before the 60th school day of each semester. Any employee who is not employed for the entire semester shall not be required to be evaluated.
- During the third and fourth years of employment, every employee shall be evaluated at least one time each school year by no later than February 15.
- After the fourth year of employment, every employee shall be evaluated at least once in every three years not later than February 15 of the school year in which the employee is evaluated.

Following an evaluation, at any time not later than two weeks after such presentation, the

employee may respond thereto in writing. Each recipient of an evaluation must acknowledge receipt of such evaluation by his/her signature.

Except by order of a court of competent jurisdiction, evaluation documents and responses shall be available only to the evaluated employee, the board, the administrative staff making the same, the State Board of Education as provided in K.S.A. 72-7515, the board and the administrative staff of any school which such employee applies for employment, and other persons specified by the employee in writing to his/her board.

Each teacher will establish an Individual Development Plan which will include district and school staff development goals and also include individual goals for improvement.

A teacher who exhibits unsatisfactory performance or unprofessional activities will receive notification stating:

1. The area(s) that require improvement.
2. Recommended corrective action.
3. Appropriate time line schedule to correct performance.
4. Results if there is failure to implement corrective action.

THE EVALUATION PROCESS

The goal of the evaluation process is to evaluate and improve instruction, however that improvement can only take place if the teacher is knowledgeable about the criteria by which performance is judged. In addition, there must be a process in place to offer feedback and to evaluate effectiveness in an objective and supportive manner. The steps of the process would include:

Pre-conference and training: This meeting may occur as an individual conference or as a group with other teachers to be evaluated. The purpose of this meeting would be to specify the purpose of evaluation, clarify the performance criteria and identify the potential data which would be supportive of the criteria. Following this meeting, the dates for observations will be selected. The individual goals of the teacher will be established in the fall and are related to the overall district and school professional growth and staff development goals. Individual goals should be recorded on the Individual Development Plan and filed with the school principal by September 15th of each year.

Multiple Data Collection: Data may be collected from a variety of opportunities, including at least one formal and one informal observation. The teacher will plan and prepare for the formal observation, however, the informal observation may be unplanned.

Post Conference: Following the collection of data, the evaluator will complete the evaluation instrument and confer with the teacher to review observations and data, deficiencies if noted, and other ratings as provided. At that time, the teacher and evaluator will cooperatively plan assistance and training to map a path of professional growth. The teacher will be invited to respond in writing to the evaluation.

Professional Growth: Development of improved strategies and teaching performance will involve participation in the school improvement plan and district priority goals, as well as in other training and education to improve in the areas of individual goals. This may incorporate the assistance of mentoring teachers within the district and the support of instructional leaders.

ARTICLE XXIII - WEARING APPAREL:

Appropriate dress apparel will be monitored by the building principal.

ARTICLE XXIV - LICENSED TEACHER FILES:

1. Licensed Teacher Access:
Licensed teacher personnel files, except letters of recommendation which are indicated to be confidential and other confidential documents to which the licensed teacher has waived the right of inspection (such as licensed teacher credentials) will be open to the licensed teacher during regular business hours. Persons other than the district administration, Board of Education, and any and all legal counsel approved by the Board must have the licensed teacher's permission to inspect the file.
2. Responses:
The licensed teacher may respond in writing to items in the files.
3. Right to Reproduce Contents:
The licensed teacher shall have the right to reproduce any contents of his/her file except credentials, confidential letters of recommendation, or items to which the licensed teacher has waived the right of inspection. Copying must be done at the location where the file is stored. The cost of copying shall be established by the Board of Education and borne by the licensed teacher.

ARTICLE XXV - CALENDAR COMMITTEE:

A committee formed by the Association will be given the opportunity for input and recommendation to the superintendent of schools. The board retains the right to establish and adopt the calendar for the succeeding school year and to schedule the time for input and recommendations by the Association.

ARTICLE XXVI - DURATION OF POLICY:

This agreement shall become effective upon approval by the Board of Education and the licensed teachers' association and continue in effect until changed by a negotiated agreement or until changed by the Board according to law.

ARTICLE XXVII – DUE PROCESS

1. In the case that a concern is voiced in relation to a staff member, the chain of command shall be followed.
2. Chain of Command = Teacher, Direct Supervisor, Building Administrator, Superintendent, Board of Education.

3. Concerns should be resolved at the appropriate level when possible.
4. In the case that teacher performance needs improvement the following steps will be taken:
 - a. A conference will be held between the teacher and their direct administrator.
 - b. The teacher and their direct administrator will work together to develop a plan of improvement.
 - c. A review will be conducted following the implementation of the plan of improvement.
5. Any teacher who receives a non-renewal notice has the right to a hearing with the Board of Education if requested in writing within 30 days.

Derek Totten
Chief Board Negotiator

Date

(actual signature on file in District Office)

Ashley Watt
Licensed Teacher Negotiator

Date

(actual signature on file in District Office)

Appendices

ATTACHMENT 1

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutory required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-8403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Oxford USD 358

Teacher Evaluation

Superintendent – Cathi Wilson

Board of Education:

President – Derek Totten

Vice-President – Alfred Neises

Dorinda Neises

Phillip Rush

Justin Shepherd

Nicholas Ruyle

Byron White

Adopted 2005-2006

Revised 2012-2013

Committee Members:

Elementary: Principal – Terri Wiseman, Sharon Short, Shelly Graves, Kirby Woods,
Tracy Adams

Junior/Senior High: Principal – Mark Whitener, Elizabeth Tinius, Terri Browning

Superintendent – Mark Whitener

CERTIFIED STAFF EVALUATION

The purpose of USD 358's teacher evaluation program is to ensure continual improvement among all instructors in order to promote high academic achievement for each student. This evaluation system promotes reflection on professional practice and contains rubrics, which describe highly effective instruction. Evidence of highly effective instruction can be observed, described, and evaluated. The evaluator and teacher should work as a team to ensure progression through a learning continuum that leads to a level of highly effective practice.

In order to insure a high quality of performance on the part of the certified employees of USD 358, a continuous program of teacher and administrator evaluation shall be established in the school district. The purpose of such evaluation shall be:

1. To improve the instructional program of the school district.
2. To provide a method of improvement for personnel in their jobs.

Kansas Statute 72, Article 90 specifies that the evaluation process should give consideration to the following employee attributes: Efficiency, personal qualities, professional deportment, ability, results and performance, including improvement in the academic performance of pupils or students insofar as the evaluated employee has authority to cause such academic improvement, in the case of teachers, the capacity to maintain control of pupils or students, and such other matters as may be deemed material.

Persons to be evaluated shall participate in their evaluations, and shall be afforded the opportunity for self-evaluation.

The district Board of Education policy, in agreement with Kansas Statute 72-9003, specifies that evaluations shall be made in writing and maintained in a personnel file for each employee for a period of not less than three years from the date each evaluation is made.

- Employees in the first two consecutive school years of employment shall be evaluated at least one time per semester with each evaluation being completed before the 60th school day of each semester. Any employee who is not employed for the entire semester shall not be required to be evaluated.
- During the third and fourth years of employment, every employee shall be evaluated at least one time each school year by no later than February 15.

- After the fourth year of employment, every employee shall be evaluated at least once in every three years not later than February 15 of the school year in which the employee is evaluated.

Following an evaluation, at any time not later than two weeks after such presentation, the employee may respond thereto in writing. Each recipient of an evaluation must acknowledge receipt of such evaluation by his/her signature.

Except by order of a court of competent jurisdiction, evaluation documents and responses shall be available only to the evaluated employee, the board, the administrative staff making the same, the State Board of Education as provided in K.S.A. 72-7515, the board and the administrative staff of any school which such employee applies for employment, and other persons specified by the employee in writing to his/her board.

Each teacher will establish an Individual Development Plan which will include district and school staff development goals and also include individual goals for improvement.

A teacher who exhibits unsatisfactory performance or unprofessional activities will receive notification stating:

1. The area(s) that require improvement.
2. Recommended corrective action.
3. Appropriate time line schedule to correct performance.
4. Results if there is failure to implement corrective action.

THE EVALUATION PROCESS

The goal of the evaluation process is to evaluate and improve instruction; however, that improvement can only take place if the administrator and teacher are both knowledgeable about the criteria by which performance is judged. In addition, there must be a process in place to offer feedback and to evaluate effectiveness in an objective and supportive manner. The steps of the process include:

Inter-rater Reliability Training

All administrators will participate in inter-rater reliability training provided at the district level. The training will be provided prior to commencement of each school year. Training will be job-embedded and ongoing as evaluators review evaluation data and compare evaluation ratings one time per semester.

Self-Assessment Worksheet: (Completed in May [EOY - End-of-year], Reviewed in August [BOY - Beginning-of-Year]. Develop one professional development goal based on identified needs from the Self-Assessment. Develop one personal goal related to a building goal and one personal goal related to a board goal in August of each year. Generate a new Individual Professional Development Plan (IPDP) at the beginning of each new licensure period, or review/revise existing plan each fall during the licensure period. All IPDPs are approved each fall by the building administrator and the PDC.

Pre-conference and training: This meeting may occur as an individual conference or as a group with other teachers to be evaluated. The purpose of this meeting would be to specify the purpose of evaluation, clarify the performance criteria and identify the potential data which would be supportive of the criteria. Following this meeting, the dates for observations will be selected.

Evidence Collection: Teacher may provide evidence of professional growth or student achievement in their classrooms.

Pre-Observation Form: Teacher will complete this form and submit it to the building administrator prior to the date selected for the formal observation.

Observation: The evaluation process will include a formal observation for which the teacher will plan and prepare; however, the informal observation may be unplanned.

Observation Reflection Form: Teacher will complete this form and submit it to the building administrator following the formal observation but prior to the Post-Observation Conference.

Post-Observation Conference: Following the collection of data, the evaluator will complete the evaluation instrument and confer with the teacher to review observations and data, deficiencies if noted, and other ratings as provided. At that time, the teacher and evaluator will cooperatively plan assistance and training to map a path of professional growth. The teacher will be invited to respond in writing to the evaluation.

Professional Growth: Development of improved strategies and teaching performance will involve participation in the school improvement plan and district priority goals, as well as in other training and education to improve in the areas of individual goals. This may incorporate the assistance of mentoring teachers within the district and the support of instructional leaders.

| Month | Non-Tenured and Probationary Teacher Activities | Non probationary Teacher Activities | |
|-------|---|-------------------------------------|--|
| | | Formal Evaluation Years | Self-Directed Professional Growth Years |

| | | | |
|-----------|---|---|---|
| May | Complete Self-Assessment Worksheet on MyLearningPlan (MLP) | Complete Self-Assessment Worksheet on MyLearningPlan (MLP) | Complete Self-Assessment Worksheet on MyLearningPlan (MLP) |
| August | Review Self-Assessment | Review Self-Assessment | Review Self-Assessment |
| | Create 3 IPDP Goals (1 board; 1 building; 1 individual professional) | Create 3 IPDP Goals (1 board; 1 building; 1 individual professional) | Create 3 IPDP Goals (1 board; 1 building; 1 individual professional) |
| September | Review Evaluation Process and Documents through MLP | Review Evaluation Process and Documents through MLP | |
| | Meet with administrator to discuss goals By the 15th | Meet with administrator to discuss goals By the 15th | Meet with administrator to discuss goals By the 15th |
| October | Teacher and administrator meet to discuss goals and Pre-Observation Form on MLP | (Throughout the year) Collect evidence of student learning and professional activities | (Throughout the year) Participate in professional development activities and document through MLP |
| | Administrator conducts first formal observation | | |
| | Teacher completes Observation Reflection Form on MLP | | |
| | Teacher and administrator meet to discuss observation and to complete the Evaluation Form (Teacher may provide evidence) By 60th day of the semester | | |
| | Teacher and administrator meet to discuss goals and Pre-Observation Form on MLP | Teacher and administrator meet to discuss goals and Pre-Observation Form on MLP | |
| | Administrator conducts first formal observation | | |

| | | | |
|----------|---|--|---|
| February | <p>Teacher completes Observation Reflection Form on MLP</p> <p>Teacher and administrator meet to discuss observation and to complete the Evaluation Form (Teacher may provide portfolio evidence)</p> <p>By 60th day of the semester</p> <p>Complete Self-Assessment Worksheet on MyLearningPlan (MLP)</p> | <p>Administrator conducts first formal observation</p> <p>Teacher completes Observation Reflection Form on MLP</p> <p>Teacher and administrator meet to discuss observation and to complete the Evaluation Form (Teacher may provide portfolio evidence)</p> <p>By the 15th</p> <p>Complete Self-Assessment Worksheet on MyLearningPlan (MLP)</p> | <p>Complete Self-Assessment Worksheet on MyLearningPlan (MLP)</p> |
| May | | | |

Oxford USD 358
Improvement Plan

For Unsatisfactory Performances

Teacher _____
School _____

Grade/Subject _____
Date _____

Administrator: _____

Identify the performance expectation(s) requiring improvement:

Identify the recommended corrective action:

Evidence of sufficient improvement will include the following:

Identify the results if corrective action is not implemented:

Identify the time line schedule to complete the corrective action:

Teacher _____
Date _____

Administrator _____
Date _____

Review Date _____

Review Date _____

Review Date _____

INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN

USD 358 OXFORD SCHOOLS

| |
|--------------|
| PLEASE PRINT |
|--------------|

LICENSURE EFFECTIVE DATE

LICENSURE EXPIRATION DATE

| | |
|------|------------------------|
| NAME | SOCIAL SECURITY NUMBER |
|------|------------------------|

| | |
|-------------------------------|--------|
| TEACHING ASSIGNMENT AND LEVEL | DEGREE |
|-------------------------------|--------|

APPLICANT'S SIGNATURE

DATE

ADMINISTRATOR'S SIGNATURE

DATE

OXFORD PDC CHAIRPERSON'S SIGNATURE

DATE

| PERSONAL GOALS |
|---|
| 1. Board Goal: |
| 2. Building Goal (from School Improvement Plan): |
| 3. Individual Professional Goal (developed from Self-Assessment Worksheet): |
| 4. Additional Professional Goal (Optional): |

OXFORD BOE PRESIDENT'S SIGNATURE

DATE

Pre-Observation Form

(Completed by Teacher Prior to Pre-Observation Conference)

(Bring to Pre-Observation Conference along with current IPDP)

Name _____

School/Administrator _____

Date of Conference _____

Date/Time of Observation _____

Grade Level/Curriculum Area

Observed _____

Describe the class to be observed: (Number of kids, subject, structure...)

What standard(s) will you cover?

What teaching strategy/methods will you use?

How will you assess student progress?

How will you reflect on student understanding?

What observations would you like the administrator to watch? (Teaching techniques, discipline, questioning techniques, classroom management, use of technology...)

Observation Reflection Form

(Completed by Teacher Following Formal Observation)

Name _____
School _____

Grade/Subject _____

Observation Date _____
Time _____

Post-Observation Conference Date _____
Time _____

1. As I reflect on the lesson, to what extent were students productively engaged?

2. Did the students learn what I intended? Were my instructional goals met? How do I know?

3. Did I alter my goals or instructional plan as I taught the lesson? If so, why?

4. If I had the opportunity to teach this lesson again to this same group of students, what would I do differently? Why?

5. Several samples of student work on this assignment may be included. This work should reflect the full range of student ability in your class and include feedback you provide to students on their papers.

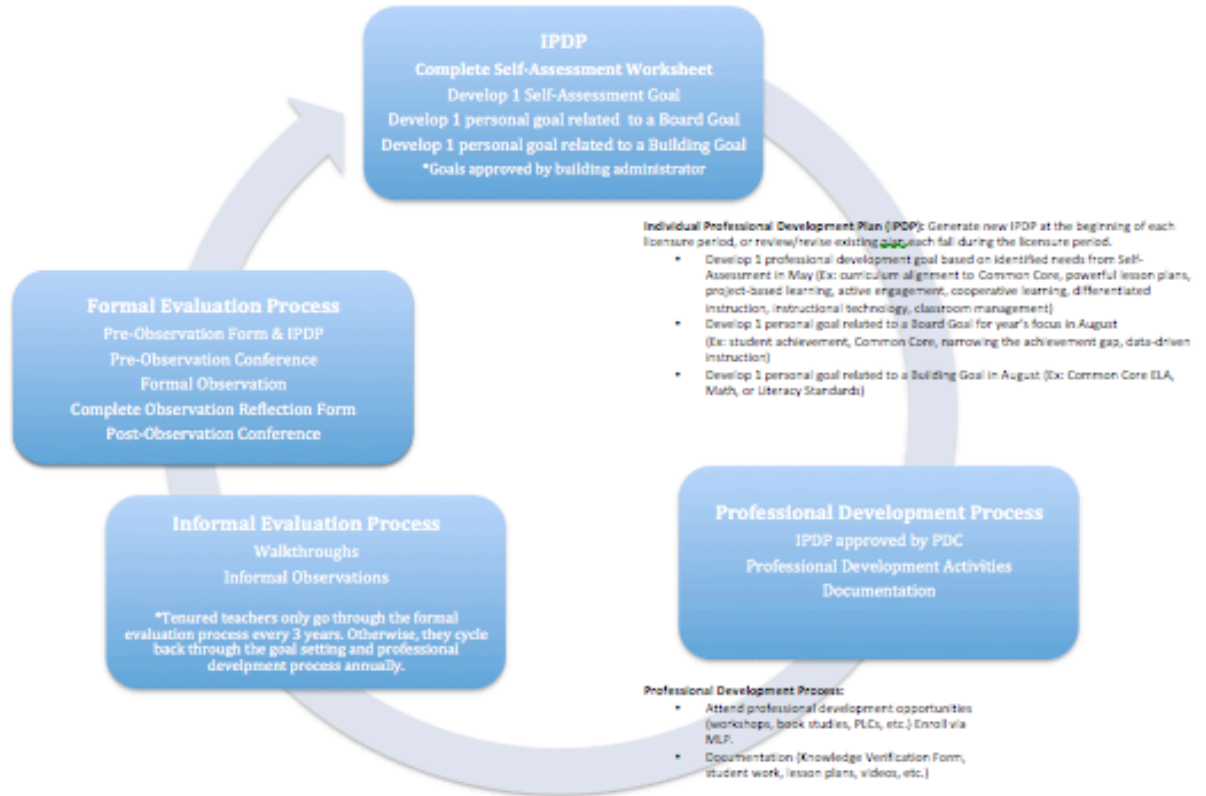
Teacher's Signature_____

Date:_____

Administrator's Signature_____

Date:_____

**OXFORD USD 358
EVALUATION/PROFESSIONAL DEVELOPMENT
FLOW CHART**



Evaluation/Professional Development Process Checklist:

May:

- Complete the Self-Assessment Worksheet: ☐
- Develop one Professional goal based on Identified needs from the Self Assessment: ☐

August:

- Review Self-Assessment Worksheet ☐
- Generate new IPDP form OR Revise/Review existing IPDP ☐
- Develop one Personal goal related to Building Goals ☐
- Develop one Personal goal related to District Goals ☐

September – April:

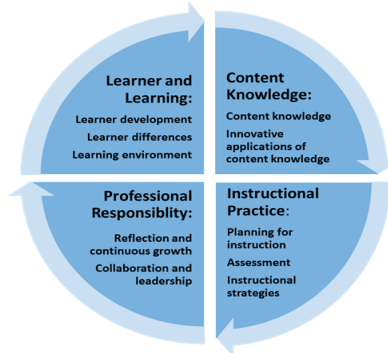
- Review Evaluation Process and Documents through MLP ☐
- New Teachers & Tenured Evaluation Year: Formal Evaluation Process:
 - a. Pre-Observation Form & IPDP ☐
 - b. Pre-Observation Conference ☐
 - c. Formal Observation ☐
 - d. Observation Reflection ☐
 - e. Post-Observation Conference ☐
- Informal Evaluation Process
 - a. Walkthroughs
 - b. Informal Observations

| Learner and Learning |
|---|
| 1. The teacher plans instruction based on learning and developmental levels of all students. |
| 2. The teacher recognizes and fosters individual differences to establish a positive classroom culture. |
| 3. The teacher establishes a classroom environment conducive to learning. |

| Professional Responsibility |
|--|
| 1. The teacher engages in reflection and continuous growth. |
| 2. The teacher participates in collaboration and leadership opportunities. |

Teacher Constructs and Components

The four DRAFT constructs to be measured in an evaluation instrument:



| Content Knowledge |
|--|
| 1. The teacher demonstrates a thorough knowledge of content. |
| 2. The teacher provides a variety of innovative applications of knowledge. |

| Instructional Practice |
|---|
| 1. The teacher uses methods and techniques that are effective in meeting student needs. |
| 2. The teacher uses varied assessments to measure learner progress. |
| 3. The teacher delivers comprehensive instruction for students. |

| Setting Direction |
|--|
| 1. The building leader will lead stakeholders team in developing vision, mission, and goals. |
| 2. The building leader will lead the development of a plan to implement the school vision with stakeholders. |
| 3. The building leader will lead the implementation of a school improvement plan. |

| Making the Organization Work |
|---|
| 1. The building leader will create a positive culture for learning and teaching. |
| 2. The building leader will direct and manage resources and facilities. |
| 3. The building leader establishes and sustains a culture of collaboration with staff and community members to achieve school and district goals. |

Building Leader Constructs and Components

The four DRAFT constructs to be measured in an evaluation instrument:



| Developing the Learner |
|--|
| 1. The building leader will monitor the instructional program and provide support based on student data. |
| 2. The building leader will share student learning results. |
| 3. The building leader will implement a variety of student activities. |
| 4. The building leader will provide student support services. |

| Developing Staff |
|--|
| 1. The building leader will conduct staff evaluations. |
| 2. The building leader will guide professional development (courses, coaching, mentoring, evaluation). |
| 3. The building leader will develop a community of practice (high expectations and collaboration). |
| 4. The building leader focus on leadership and retention. * |

| Setting Direction and Making the Organization Work |
|--|
| 1. The district leader will establish and communicate the district vision to support student learning and development. |
| 2. The district leader will develop, implement and monitor a strategic plan that addresses continuous improvement. |
| 3. The district leader will secure and allocate resources to meet optional needs and to support the district strategic plan. |

| Engaging Stakeholders and External Influencers |
|---|
| 1. The district leader will advocate for educational policy (local, state, national). |
| 2. The district leader will collaborate with the local community and special interest groups. |

District Leader Constructs and Components

The four DRAFT constructs to be measured in an evaluation instrument:



| Supporting Learner Growth and Development |
|--|
| 1. The district leader will implement a rigorous and relevant curriculum and support services that promote success for all students. |
| 2. The district leader will support rigorous and relevant instruction. |
| 3. The district leader will use an assessment and accountability system to support student learning. |

| Developing Staff |
|--|
| 1. The district leader will establish and maintain a culture of learning that builds collective efficacy and demands continuous learning for all staff. |
| 2. The district leader will establish and maintain a process for staff evaluations. |
| 3. The district leader will create a system that uses data to drive professional development that is aligned with district goals and improvement plans and supports a differentiated professional development program. |
| 4. The district leader builds and sustains capacity for leadership throughout the system. |

KANSAS TEACHER EVALUATION RUBRICS

Adapted from Kansas Educator Evaluation Protocol (KEEP)

KEEP descriptors of levels of performance:

Highly Effective—Educator consistently exhibits a high level of performance on this component.

Effective—Educator usually exhibits a more than adequate level of performance on this component.

Progressing—Educator sometimes exhibits an adequate level of performance on this component.

Ineffective—Educator rarely exhibits an adequate level of performance on this component.

Construct 1: Learner and Learning

To ensure that each student learns new knowledge and skills, teachers must understand that learning and developmental patterns vary individually, that students bring unique individual differences to the learning process, and that students need supportive and safe learning environments to thrive. Demonstration of the teacher's proficiency in Learner and Learning is evidenced by:

1.1 Learner Development

The teacher planned instruction based on the learning and developmental levels of all students. Key indicators include: planning instruction, aligning instruction with student learning needs, using a variety of approaches and resources, providing adaptation of instruction.

1.2 Learner Differences

The teacher recognized and fostered individual differences to establish a positive classroom culture. Key indicators include: getting to know all students, using that knowledge of students to create a culture of respect, meeting needs of all students.

1.3 Learning Environment

The teacher established a classroom environment conducive to learning. Key indicators include: collaborating with students, establishing a safe, respectful and academically challenging environment.

1.1 Learner Development: The teacher planned instruction based on the learning and developmental levels of all students.

| Ineffective | Progressing | Effective | Highly Effective |
|---|---|---|--|
| The evidence indicates that the teacher did not or infrequently planned instruction that aligns with students' developmental levels and learning needs. | The evidence indicates that the teacher planned instruction that partially aligns with students' developmental levels and learning needs. | The evidence indicates that the teacher planned instruction that aligns with students' developmental levels and learning needs. | The evidence indicates that the teacher consistently and effectively planned instruction that closely aligns with students' learning needs and developmental levels. |
| The evidence indicates that the teacher relied on a single teaching approach and resource. | The evidence indicates that the teacher incorporated some teaching approaches and resources. | The evidence indicates that the teacher regularly used a variety of teaching approaches and resources. | The evidence indicates that the teacher consistently and effectively used a variety of appropriate teaching approaches and resources. |
| The evidence indicates that the teacher did not or infrequently provided adaptation of plans and instruction, and the adaptation that was provided was often not appropriate to the students' learning needs. | The evidence indicates that the teacher provided some adaptation of plans and instruction that met some of the student's learning needs. | The evidence indicates that the teacher adapted plans and instruction, when appropriate, to meet all students' learning needs. | The evidence indicates that the teacher consistently and effectively adapted plans and instruction, when appropriate, to meet all students' learning needs. |

Comments :

Sources of Evidence for Planning Instruction Based on the

Learning and Developmental Levels of All Students

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|--|---|---|
| Planning and alignment of instruction | Teacher lesson plans | Lesson and unit plans reflect consistent alignment with the students' learning needs and illustrate how the teacher takes into consideration the developmental levels of all students. |
| Using a variety of teaching approaches and resources | Teacher lesson and/or unit plans Student work samples Learning style inventories Observations (by peers or evaluators) | Lesson plans and student work consistently reflect a variety of approaches to help students learn. Observations or artifacts of classroom activities over a period of time provide evidence of the variety. |
| Adapting instruction to meet student needs | Teacher reflection Samples of student work Conference notes with colleagues | The teacher consistently reflects on instruction both during and after and provides both written and oral evidence of this. |

1.2 Learner Differences: The teacher recognized and fostered individual differences to establish a positive classroom culture.

| Ineffective | Progressing | Effective | Highly Effective |
|--|--|--|--|
| The evidence indicates that the teacher did not or infrequently took steps to learn about students as individuals and as learners. | The evidence indicates that the teacher took partial steps to learn about students as individuals and as learners | The evidence indicates that the teacher regularly took steps to learn about students as individuals and as learners. | The evidence indicates that the teacher consistently and effectively took steps to learn about students as individuals and as learners |
| The evidence indicates that the teacher did not or infrequently incorporated knowledge of individual students to create a classroom culture of respect and rapport that meets the needs of all students. | The evidence indicates that the teacher began to use knowledge of individual students to create a positive culture that meets the needs of all students. | The evidence indicates that the teacher regularly incorporated knowledge of student diversity to create a positive culture of respect and rapport that meets the needs of most students. | The evidence indicates that the teacher consistently and effectively incorporated knowledge of student diversity to create a positive culture of respect and rapport that meets the needs of all students. |

Comments:

**Sources of Evidence for Recognizing and Fostering Individual Differences to
Establish a Positive Classroom Culture**

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|---|--|--|
| Knowledge of all students | Student surveys Student writing Parent surveys Student attendance data | The teacher consistently interacts with students in a respectful manner, encouraging and respecting them as they share their thoughts and experiences. |
| Using knowledge of students to create a culture of respect among all students | Student reflections /contributions of personal experience Classroom rules Behavior and/or office referrals | Student writing and discussion provides consistent evidence of contributions of personal experiences to the topics being studied during class. |

1.3 Learning Environment: The teacher established a classroom environment conducive to learning.

| Ineffective | Progressing | Effective | Highly Effective |
|---|--|---|---|
| The evidence indicates that the teacher did not or infrequently collaborated with students to promote student ownership of the learning. | The evidence indicates that the teacher began to collaborate with students to promote student ownership of the learning. | The evidence indicates that the teacher regularly collaborated with students to promote student ownership of the learning. | The evidence indicates that the teacher consistently and effectively collaborated with students to promote student ownership of the learning. |
| The evidence indicates that the teacher did not or infrequently established a safe, respectful, and academically engaging environment for students. | The evidence indicates that the teacher began to establish a safe, respectful, and academically engaging environment for students. | The evidence indicates that the teacher regularly established a safe, respectful, and academically engaging environment for students. | The evidence indicates that the teacher consistently and effectively established a safe, respectful, and academically challenging environment for all students. |

Comments:

Sources of Evidence for Establishing a Classroom Environment Conducive to Learning

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|---|---|--|
| Collaboration with students | Classroom rules developed collaboratively Student surveys Student developed rubrics | The teacher can be seen consistently involving students in various classroom activities, giving the student opportunities to give direction to their own learning. |
| Establishing a safe, respectful, and academically challenging environment | Lesson plans Classroom expectations Observations (by peers or evaluators) Student work samples Feedback to students | Student work provides consistent evidence that they are being academically challenged at their appropriate level. |

Construct 2: Content Knowledge

Teachers must have a deep and flexible understanding of their content area(s) and be able to draw upon it as they work with students to access information, apply knowledge in real world settings, and work with meaningful issues. Demonstration of the teacher's proficiency in Content Knowledge is evidenced by:

2.1 Content Knowledge

The teacher demonstrated a thorough knowledge of content. Key indicators include: encouraging use of multiple representations, explanations, and a wide variety of experiences building student understanding.

2.2 Innovative Applications of Content Knowledge

The teacher provided a variety of innovative applications of knowledge. Key indicators include: using problem solving, critical thinking skills and technology, exploring and delivering content through real world application of knowledge, collaborating with colleagues to provide cross-curricular opportunities.

2.1 Content Knowledge: The teacher demonstrated a thorough knowledge of content.

| Ineffective | Progressing | Effective | Highly Effective |
|---|---|---|--|
| The evidence indicates that the teacher did not or infrequently displayed knowledge of the important content in the discipline and identification of possible student misconceptions. | The evidence indicates that the teacher displayed limited knowledge of the important content in the discipline and identification of possible student misconceptions. | The evidence indicates that the teacher displayed knowledge of the important content in the discipline, used multiple representation and explanations, understood how these relate to each other, and identified student misconceptions | The evidence indicates that the teacher displayed extensive knowledge of the important concepts in the discipline by consistently and effectively using multiple representations, explanations, and a wide variety of experiences and opportunities. |
| The evidence indicates that the teacher did not or infrequently used strategies to build understanding of content for all students. | The evidence indicates that the teacher began to use strategies to build understanding of content for all students. | The evidence indicates that the teacher regularly used strategies to build a deep understanding of content for all students. | The evidence indicates that the teacher consistently and effectively used strategies to build a deep understanding of content for all students. |

Comments:

Sources of Evidence for Showing Knowledge of Content

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|--|--|--|
| Knowledge of content by encouraging use of multiple representations, explanations, and a wide variety of experiences | Lesson plans aligned to content standards Curriculum committee work documentation Observations of strategies used to deliver content (by peers or evaluators) | Evidence observed shows the teacher consistently provides a variety of instructional strategies that provide students a range of experiences to learn content. |
| Built student understanding | Student work samples Student feedback and reflection pieces Teacher developed assessments and rubrics Student involvement in content contests | Student work, judged according to a rubric, consistently shows understanding of key content area topics. |

2.2 Innovative Applications of Content Knowledge: The teacher provided a variety of innovative applications of knowledge.

| Ineffective | Progressing | Effective | Highly Effective |
|--|--|--|---|
| The evidence indicates that the teacher did not or infrequently used problem solving, critical thinking skills, and technology to explore and deliver content. | The evidence indicates that the teacher used limited problem solving, critical thinking skills, and technology to explore and deliver content. | The evidence indicates that the teacher regularly used problem solving, critical thinking skills, and technology to explore and deliver content. | The evidence indicates that the teacher consistently and effectively used problem solving, critical thinking skills, and technology to explore and deliver content. |
| The evidence indicates that the teacher did not or infrequently provided opportunities to students for real world application of content. | The evidence indicates that the teacher provided limited opportunities to students for real world application of content. | The evidence indicates that the teacher regularly provided opportunities to students for real world application of content. | The evidence indicates that the teacher consistently and effectively provided opportunities to students for real world application of content. |

| | | | |
|---|---|---|--|
| The evidence indicates that the teacher did not or infrequently collaborated with colleagues to provide purposeful cross-curricular learning opportunities. | The evidence indicates that the teacher began to collaborate with colleagues to provide purposeful cross-curricular learning opportunities. | The evidence indicates that the teacher regularly collaborated with colleagues to provide purposeful cross-curricular learning opportunities. | The evidence indicates that the teacher consistently and effectively collaborated with colleagues to provide purposeful cross-curricular learning opportunities. |
|---|---|---|--|

Comments:

Sources of Evidence for Providing a Variety of Innovative Applications of Knowledge

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|--|--|---|
| Use of problem solving, critical thinking skills, and technology | Problem-solving based assignments with student responses Student created videos | Evidence consistently shows effective use of critical thinking skills in developing content-based assignments; questions promote evaluation and synthesis rather than recall. |
| Explored and delivered content through real world application of knowledge | Portfolio of materials associated with real world application of topics of study Feedback from community member regarding a project tied to a real-world activity | A collection of student work over a period of time consistently shows practical application of content |
| Collaborated to provide cross curricular learning opportunities | Co-Curricular performances tied to the subject area Unit plans from collaborative planning | Evidence from lesson plans shows students making use of a variety of content areas within one activity. |

Construct 3: Instructional Practice

Effective instructional practice requires that teachers understand and integrate planning, instructional strategies, and assessment in coordinated and engaging ways. Demonstration of the teacher's proficiency in Instructional Practice is evidenced by:

3.1 Planning for Instruction

The teacher used methods and techniques that are effective in meeting student needs. Key indicators include: planning rigorous activities, using objectives that align with standards, meeting needs of students.

3.2 Assessment

The teacher used varied assessments to measure learner progress. Key indicators include: providing opportunities for students to demonstrate learning, using assessment data to inform instruction, providing feedback that encourages students to take responsibility for the learning.

3.3 Instructional Strategies:

The teacher delivered comprehensive instruction for students. Key indicators include: Using a variety of strategies to engage and challenge students, incorporating strategies to differentiate and scaffold instruction, engaging student in higher order thinking skill

3.1 Planning for Instruction: The teacher used methods and techniques that are effective in meeting student needs.

| Ineffective | Progressing | Effective | Highly Effective |
|--|---|---|--|
| The evidence indicates that the teacher did not or infrequently planned activities that connect with district, state, and/or national standards to meet the needs of students. | The evidence indicates that the teacher planned activities that partially connect with district, state and/or national standards to meet the needs of students. | The evidence indicates that the teacher regularly planned rigorous and challenging activities using objectives that align with district, state and/or national standards to meet the needs of all students. | The evidence indicates that the teacher consistently and effectively planned rigorous and challenging activities using objectives that align with district, state and/or national standards to meet the needs of all students. |

Comments:

**Sources of Evidence for Using Methods and Techniques
that are Effective in Meeting Student Needs**

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|---|---|--|
| Planned rigorous activities | Formative and summative assessments Observations (by peers and evaluators) Student work samples showing the rigor of the assignments Teacher and student reflections | Evidence from student work consistently shows that lessons are planned using challenging and appropriate activities. |
| Used objectives that align with standards | Lesson plans noting relevant standards Assessment data | Assessment data consistently shows students meeting district, state, and national standards. |
| Met needs of all students | Student need inventory Individual assessment data including portfolios | Evidence from portfolios collected over a period of time reflects student understanding of content appropriate for their individual needs. |

3.2 Assessment: The teacher used varied assessments to measure learner progress.

| Ineffective | Progressing | Effective | Highly Effective |
|---|--|--|---|
| The evidence indicates that the teacher did not or infrequently provided basic opportunities for students to demonstrate learning by using formative, summative, informal and/or formal assessments | The evidence indicates that the teacher provided limited opportunities for students to demonstrate learning by using formative, summative, informal and/or formal assessments. | The evidence indicates that the teacher regularly provided multiple opportunities for students to demonstrate learning by using formative, summative, informal, and/or formal assessments. | The evidence indicates that the teacher consistently and effectively provided multiple opportunities for students to demonstrate learning by using formative, summative, informal, and/or formal assessments. |
| The evidence indicates that the teacher did not or infrequently used student data to inform future instruction | The evidence indicates that the teacher began to use student data to inform future instruction. | The evidence indicates that the teacher regularly used student data to inform future instruction. | The evidence indicates that the teacher consistently and effectively used student data to inform future instruction |
| The evidence indicates that the teacher did not or infrequently provided feedback to students. | The evidence indicates that the teacher provided some feedback to encourage students. | The evidence indicates that the teacher regularly provided timely feedback to encourage students to take responsibility for their own learning. | The evidence indicates that the teacher consistently and effectively provided timely feedback to encourage students to take responsibility for their own learning. |

Comments:

Sources of Evidence for Using Varied Assessments to Measure Learner Progress

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|---|--|---|
| Provided opportunities for students to demonstrate learning | <p>Scored rubrics from performance assessments</p> <p>Assessment samples (formative and summative)</p> <p>Portfolios Student presentations</p> | Evidence consistently shows that students have a variety of ways to demonstrate their learning: oral presentations, portfolios. |
| Used assessment data to inform instruction | <p>Teacher reflection</p> <p>Lesson plans linking activities to assessment results</p> | Teacher consistently provides rationales for chosen activities based on student assessment results. |
| Provided feedback to promote student responsibility | <p>Written feedback on student work</p> <p>Observations (by peers or evaluators) Teacher/student conferences</p> | Written evidence from teacher/student conference consistently shows student identification of next steps in the learning. |

3.3 Instructional Strategies: The teacher delivered comprehensive instruction for students.

| Ineffective | Progressing | Effective | Highly Effective |
|--|---|---|--|
| The evidence indicates that the teacher did not or infrequently used strategies and available technologies to engage students in the learning process. | The evidence indicates that the teacher used some strategies and available technology to engage and challenge students. | The evidence indicates that the teacher regularly used a variety of strategies including available technology to engage and challenge students in a variety of learning situations. | The evidence indicates that the teacher consistently and effectively used a variety of strategies including available technology to engage and challenge students in a variety of learning situations. |

| | | | |
|--|---|--|---|
| The evidence indicates that the teacher did not or infrequently used strategies for differentiating instruction. | The evidence indicates that the teacher incorporated limited strategies to differentiate instruction. | The evidence indicates that the teacher regularly used strategies to differentiate and scaffold information so it is accessible to all students. | The evidence indicates that the teacher consistently and effectively incorporated strategies to differentiate and scaffold information so it is accessible to all students. |
| The evidence indicates that the teacher did not or infrequently engaged students in the learning process. | The evidence indicates that the teacher began to engage students in higher order thinking skills. | The evidence indicates that the teacher regularly engaged students in higher order thinking skills. | The evidence indicates that the teacher consistently and effectively engaged students in higher order thinking skills. |

Comments:

Sources of Evidence for Delivering Comprehensive Instruction for Students

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|---|---|---|
| Used a variety of strategies to engage and challenge students in a variety of learning situations | Professional growth log Lesson plans Observations | Evidence from lesson plans consistently shows use of strategies to engage students in worthwhile content learning activities. |
| Incorporated strategies for differentiation and scaffolding for all students | Teacher reflection Lesson plans showing how strategies were used for scaffolding/differentiation | Teacher consistently develops assignments that provide students with a variety of options and submission schedules. |
| Engaged students in higher order thinking | Student work samples that reflect use of higher level thinking skills | Teacher consistently provides students with problem solving activities related to the classroom content. |

Construct 4: Professional Responsibility

Creating and supporting learning environments that result in students achieving at the highest levels is a teacher's primary responsibility. To do this well, teachers must engage in professional self-renewal, which means they regularly examine their own and each other's practice through self-reflection and collaboration, providing collegial support and feedback that assures a continuous cycle of self-improvement. Demonstration of the teacher's proficiency in Professional Responsibility is evidenced by:

4.1 Reflection and Continuous Growth

The teacher engaged in reflection and continuous growth. Key indicators include: engaging in ongoing, purposeful professional learning, reflecting on practice and seeking professional learning, and analyzing and reflecting on student data to guide instruction.

4.2 Collaboration and Leadership

The teacher participated in collaboration and leadership opportunities. Key indicators include: collaborating with multiple stakeholders, communicating in a variety of ways, and demonstrating leadership skills.

4.1 Reflection and Continuous Growth: The teacher engaged in reflection and continuous growth.

| Ineffective | Progressing | Effective | Highly Effective |
|---|---|---|---|
| The evidence indicates that the teacher did not or infrequently participated in professional learning. | The evidence indicates that the teacher began to participate in ongoing professional learning relevant to student learning. | The evidence indicates that the teacher engaged in ongoing, purposeful professional learning relevant to student learning. | The evidence indicates that the teacher consistently and effectively engaged in ongoing, purposeful professional learning relevant to student learning. |
| The evidence indicates that the teacher did not or infrequently reflected on his/her practices | The evidence indicates that the teacher began to reflect on practices and is aware of opportunities for improvement | The evidence indicates teacher regularly reflected on his/her practice and seeks opportunities for improvement. | The evidence indicates that the teacher consistently and effectively reflected on his/her practice and actively seeks opportunities for improvement. |
| The evidence indicates that the teacher did not or infrequently analyzed and reflected on student data to guide planning. | The evidence indicates that the teacher began to analyze and reflect on student data to guide planning and instruction. | The evidence indicates that the teacher regularly analyzed and reflects on student data to guide planning, instruction, and student growth. | The evidence indicates that the teacher consistently and effectively analyzed and reflected on student data to guide planning, instruction, and student growth. |

Comments:

Sources of Evidence for Engaging in Reflection and Continuous Growth

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|---|---|---|
| Engaged in ongoing, purposeful professional learning connected to student | Professional learning log noting connections to | Teacher consistently seeks professional learning experiences (workshops, courses, and self-study) and applies the learning to classroom activities. |

| | | |
|---|---|---|
| learning | <p>classroom application of learning</p> <p>Written evaluation of a professional learning experience</p> <p>Professional portfolio</p> | |
| Reflecting on practice and actively seeks opportunities for improvement | <p>Lesson plans with reflections on effectiveness of lesson and ideas for future improvements</p> <p>Video recording of a lesson with feedback from a peer or evaluator</p> | Teacher consistently welcomes feedback from peers in the development of lesson plans and the implementation of instruction and activities. |
| Analyzing and reflecting on student data to impact student growth | <p>Formative and summative assessments</p> <p>Data collection device for use over an extended period of time to see student growth</p> | Teacher consistently collects data from a variety of sources and determines what students have and have not learned in order to address student learning needs. |

4.2 Collaboration and Leadership: The teacher participated in collaboration and leadership opportunities.

| Ineffective | Progressing | Effective | Highly Effective |
|--|---|--|---|
| The evidence indicates that the teacher did not or infrequently participated in professional learning. | The evidence indicates that the teacher began to participate in ongoing professional learning relevant to student learning. | The evidence indicates that the teacher engaged in ongoing, purposeful professional learning relevant to student learning. | The evidence indicates that the teacher consistently and effectively engaged in ongoing, purposeful professional learning relevant to student learning. |

| | | | |
|---|---|---|---|
| The evidence indicates that the teacher did not or infrequently reflected on his/her practices | The evidence indicates that the teacher began to reflect on practices and is aware of opportunities for improvement | The evidence indicates teacher regularly reflected on his/her practice and seeks opportunities for improvement. | The evidence indicates that the teacher consistently and effectively reflected on his/her practice and actively seeks opportunities for improvement. |
| The evidence indicates that the teacher did not or infrequently analyzed and reflected on student data to guide planning. | The evidence indicates that the teacher began to analyze and reflect on student data to guide planning and instruction. | The evidence indicates that the teacher regularly analyzed and reflects on student data to guide planning, instruction, and student growth. | The evidence indicates that the teacher consistently and effectively analyzed and reflected on student data to guide planning, instruction, and student growth. |

Comments:

Sources of Evidence for Participation in Collaboration and Leadership Opportunities

| What You Want to Demonstrate | Possible Evidence | Performance Considerations |
|---|---|--|
| Collaborated with multiple stakeholders in school and professional activities | Minutes of meetings: IEP, PLC, Student Improvement Team meetings Notes from meetings with mentor Contact logs | Evidence shows the teacher's consistent communication with a mentor to discuss a variety of learning strategies. |
| Used a variety of methods of communication | Copies of communication: emails, letters, newsletters Log of phone calls | The teacher consistently uses a reflective journal and shares ideas from that with colleagues in a team meeting. |
| Demonstrated leadership skills used to support and improve student learning | Agendas generated by the teacher in a team leadership role Portfolio of leadership activities | Teacher consistently initiates meetings with a variety of groups such as care givers, peers, and teachers of the same content to improve student learning. |

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