

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF SEAMAN USD NO. 345
AND
SEAMAN EDUCATION ASSOCIATION
FOR THE
2018-19 SCHOOL YEAR**

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ITEM 1. RECOGNITION: Pursuant to the provisions of the resolution adopted by the board on January 14, 1974, the board recognizes Seaman Education Association, an affiliate of the National Education Association and the Kansas National Education Association, and hereinafter referenced as the Association, as the exclusive representative for the purpose of professional negotiation for all professional employees under contract with USD 345 requiring a teaching license to qualify for such employment with the exclusion of administrators. Certain licensed special education positions shall also be included in this group at the option of the licensed employee. These licensed positions shall include Speech Pathologists, Social Workers, Audiologists, Occupational Therapists, and Physical Therapists. Once a licensed employee has declared his/her employment status, he/she must retain that status throughout his/her employment with Seaman USD 345.

ITEM 2. EFFECTIVENESS AND BOARD RIGHTS: The Association acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and that except as expressly provided otherwise by this agreement or by law, the final adoption of school policy, the administration and the operation of the schools, and the direction of the employees are vested exclusively in the Board and the Superintendent. The agreement set forth herein is the entire agreement between the parties and the Board and the Superintendent shall have unfettered discretion over all other matters.

The Board acknowledges that the Association has a valuable perspective and point-of-view on matters pertaining to Board policy and business decisions. The Board shall grant the president of the Association, or his or her designee, an opportunity to speak on any matter at any time during a Board meeting, upon recognition by the President of the Board.

ITEM 3. LIQUIDATED DAMAGES: The Board of Education understands that an employee may find himself or herself in a situation that causes them to terminate their contract after the statutory teacher notice date. However, any employee electing to terminate their employment after the statutory teacher notice date shall be released from their contract and shall be assessed the following damages. The Board of Education shall have the discretion to waive or reduce the liquidated damage amounts listed below.

1 to 30 days after statutory teacher notice date	\$750.00
31 to 60 days after statutory teacher notice date	\$1,000.00
61 to 90 days after statutory teacher notice date	\$1,200.00
91 days after statutory teacher notice date	\$1,500.00

The liquidated damages will be deducted from the employee's final paycheck.

ITEM 4. JOB VACANCIES: The superintendent shall cause to be posted in each school, positions that will be vacated at the end of the school year. The filling of such vacancy shall be delayed for five working days after posting, permitting persons in the district who are interested in transfers, promotions or changes of assignments to notify the Central Office in writing of their wish to change and of the reason for their request.

Any teacher desiring to be considered for vacancies occurring during the school year shall notify the superintendent in writing stating the type of position or change desired. (Example, from middle school math to senior high math or from part time to full time). The superintendent will acknowledge receipt of such notification in writing and keep that notification on file for consideration the remainder of that school year. The above acknowledgement by the superintendent shall not guarantee that the requested position, or change of position, will occur.

ITEM 5. REDUCTION IN FORCE: The Board of Education has the sole authority to reduce the number of licensed personnel due to, but not limited to: program elimination or reduction; insufficient enrollment in subject areas, grade levels, or teaching fields; declining enrollment; decreased in revenue; reorganization of the district; or consolidation or modification of programs.

The District Administration will provide a recommendation to the Board of Education concerning any and all licensed positions to be reduced. The Board of Education shall accomplish the reduction of licensed staff in the following priority order:

1. Normal attrition
2. Probationary teachers (dependent on licensed qualifications)
3. Non-Probationary teachers (in priority order as listed below)
 - a. Instructional training, skills, and licensure relevant to retained positions
 - b. Qualifications to teach, according to KSDE licensing requirements
 - c. Consecutive years of teaching experience in USD 345
 - d. Consecutive years of teaching experience

Teachers subject to reduction in force shall be notified as provided by Kansas Statutes.

Teachers who have been discharged due to the provisions of this item shall be eligible for recall to district employment until September 15th of the third school year following the discharge, in the following priority order:

1. Non-Probationary teachers (in priority order as listed below)
 - a. Instructional training, skills and licensure relevant to retained positions
 - b. Qualifications to teach, according to KSDE licensing requirements
 - c. Consecutive years of teaching experience in USD #345
 - d. Consecutive years of teaching experience
2. Probationary teachers (dependent of licensed qualifications)

The Board will annually provide the Association a current list of employees who are eligible for recall.

Teacher recall rights shall cease immediately upon one of the following, as determined by the superintendent:

1. Refusal of a reinstatement offer
2. Failure to notify the Board of Education of a change of address and/or phone number.

Any teacher re-employed as a result of recall within the defined recall period following a reduction in force discharge shall have all benefits reinstated at the levels earned before the discharge, including, but not limited to, accumulated sick leave, accumulated personal leave, years of experience, Professional Development Plan points, credit hours, and other relevant benefits earned prior to the reduction in force. In addition, such teacher shall receive salary schedule credit for all verifiable teaching experience during the reduction in force period, as determined by the superintendent.

An individual who feels his or her recall rights have been violated may appeal to the Board of Education within, and 10 days beyond the termination of, the defined recall period.

ITEM 6. FILE ACCESSIBILITY: All references and information originating on the basis of confidentially for employment or promotion shall not be available for inspection by the employee. All other materials placed in an employee's file shall be available for inspection at the employee's request to the principal or central office administrator and shall be considered confidential.

Material which is or might be derogatory to an employee shall not be placed in the official central office file unless the employee has had an opportunity to read the material. The employee will acknowledge that such material has been read by signing the copy to be filed. Such a signature does not necessarily indicate agreement with the content of such material, ONLY that the employee has read it and the employee shall have the right to answer any material filed. The employee answer shall be attached to the official copy.

ITEM 7. PAYROLL DEDUCTIONS: Licensed employees may request and will be granted payroll deductions for the district sponsored insurance programs, Educational Credit Union and 403 (b) tax advantaged deferred compensation plans on a twelve-month basis.

Licensed employees who are members of the Kansas National Education Association (KNEA) may request and will be granted 10 monthly payroll deductions for the dues of KNEA and Seaman Education Association. The payroll deductions will begin with the September paycheck and continue through the June paycheck. Written authorization for such deductions shall remain in effect until modified or revoked in writing by the Association or the employee, or until the employee's contract is terminated. The enrollment period for the employees requesting this option will be before August 31 of each year, with the exception of first-time enrollees, who may enroll during the year and have their deductions pro-rated from enrollment until the June paycheck.

Employees who cancel payroll deductions must provide written notification to KNEA, the Seaman USD 345 business office, and Seaman Education Association before the last day of the month. Employees who cancel must wait until the next contract year for re-enrollment.

ITEM 8. EXTRA PAY DUTIES:

Section 1: Extra Duty Assignments

1. All certified employees from the district, upon application, may be considered for extra duties.
2. Extra duties may be assigned by the principal or building administrator when sufficient employees do not volunteer for extra duty activities.

Section 2: Athletic Extra Duty Pay

1. Events that qualify for athletic extra duty pay are those that occur outside of normal school hours and in which paid admissions are collected as approved by the Superintendent.
 - a. Extra duty pay will be paid each month in the standard paycheck.
 - b. Athletic extra duty pay will be paid according to the attached Athletic Extra Duty Pay Schedule.

Section 3: Academic Extra Duty Pay

1. Activities that qualify for academic extra duty pay include the following when held outside of the duty day with approval from the building principal and Superintendent:
 - a. Individual Education Plan (IEP) meetings
 - b. One elementary musical program
 - c. Open House (non-structured evening for students, parents, and faculty to meet that requires teacher preparation and supervision)
 - d. New teacher orientation
 - e. At-risk intervention with students (ASAP, LASSO, BOOST, Before or After School Tutoring Program)
 - f. Kansas Assessment work

- g. Weekend discipline program (Friday School, Saturday School)
 - h. Student Enrollment
 - i. Additional reasonable academic activities as assigned by the building principal and approved by the Superintendent.
 - j. Special education pre-assessments
 - k. Student Improvement Team (SIT)
 - l. Parent Orientation (structured evening for parents and faculty to interact as professionals and learn about the teacher, policies, and expectations)
 - m. "Title I Nights" at Title I schools.
2. Activities that qualify for academic extra duty pay or Professional Development Plan (PDP) points, but not both, include the following when held outside of the duty day with approval from the building principal and Superintendent:
 - a. Grade level meetings
 - b. Departmental and Professional Learning Community meetings
 - c. Curriculum development work
 3. All academic extra duty will be paid at the Level One rate on the Athletic Extra Duty Pay Schedule.
 4. Extra duty pay will be paid each month in the standard paycheck.

ITEM 9. ADDITIONAL COMPENSATION: Compensation for all summer school, drivers education, night school, and alternative education programs shall be paid at the rate of \$30.00 per hour.

ITEM 10. CLASSROOM SUBSTITUTE COMPENSATION: A staff member will only be asked to substitute for a teacher when hiring a substitute is not possible or not feasible, in the judgment of the building principal. Any licensed staff member substituting for a teacher or assuming supervision responsibilities for another teacher's students will be paid at the level one extra duty rate. The following three conditions are required for secondary staff members: 1) Secondary staff members must be in the classroom or supervise additional students for a minimum of 26 minutes 2) All licensed staff must be assigned by an administrator before compensation can be awarded. 3) The staff member must be assigned to substitute during the time reserved for his/her planning period. The following two conditions are required for elementary staff members: 1) Elementary staff members must be in the classroom or supervise additional students for a minimum of 26 minutes 2) All licensed staff must be assigned by an administrator before compensation can be awarded.

In the event that multiple staff members are asked to substitute for a teacher or supervise additional students meeting the above criteria then they will share the additional compensation at rate equal to the percent of students they supervise.

Classroom coverage will not be assigned as a regular duty period. A staff member will not be assigned to classroom coverage more than twice per month during his/her duty period in the case of secondary staff members, unless the staff member requests that he/she be assigned additional coverage opportunities.

ITEM 11. DISTRICT BENEFITS: Each licensed employee may participate in a district sponsored IRS Section 125 cafeteria style fringe benefit salary reduction plan. The benefits shall include, but not be limited to, term life insurance, health insurance, cancer insurance, salary

protection, dependent care reimbursement, un-reimbursed medical and stand alone dental coverage. The option(s) selected by the licensed employee shall be made known to the central office in writing.

The health insurance option shall include a payment from the district of \$400.00 per month toward the premium amount of any district sponsored health insurance plan. Only employees enrolled in one of the district health insurance plans are eligible for this payment. No cash option is provided as part of this payment.

In the event that the spouse of the employee is also an employee of the district, and if only one of the above employees is enrolled in a district sponsored family health insurance plan, and if the spouse is covered under the above plan, the district payment shall be \$800.00 per month toward the premium of the health insurance.

No changes are allowed after the plan year sign-up date unless they are in accordance with Internal Revenue Service guidelines.

Any health insurance premium refunds shall be returned to both Seaman USD 345 and individual policy-holders in proportion to the amount of money contributed by each toward the annual premium cost of each policy.

ITEM 12. RETIREMENT BENEFITS: Teachers who notify the district of their intent to retire at the end of the current contract year, shall receive additional compensation based on the following schedule:

Notification before November 1 -	\$1,200
Notification before December 1 -	\$1,000
Notification before January 1 -	\$750
Notification before February 1 -	\$500

ITEM 13. LONGEVITY PAY: Licensed staff members will be eligible for longevity payments according to the following rate: \$100 for each year of continuous service after 15 consecutive years of service.

Payment will begin on the issuance of regular annual contract. The longevity amounts shall be cumulative.

ITEM 14: GRIEVANCE PROCEDURE: Definition: A grievance is a complaint by a licensed employee or group of employees based on an alleged violation, misinterpretation or misapplication by a school administrator, of a law, a state regulation having the effect of a law, a written contract, board policy or administrative regulation. The term "employee" may include a group of employees who are similarly affected by a grievance.

A. GENERAL RULES

1. It is the policy of the Board of Education to assure every employee the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or prejudice in any manner.
2. The purpose of these proceedings is to secure, at the lowest possible level, just and fair settlement of grievances by licensed employees.

3. Since the resolving of grievances shall be expedited as much as possible, the time limits at each level shall be regarded as the maximum number of days. Time limits, however, may be extended by mutual agreement when circumstances justify doing so.

At any level of this procedure, either party may have another employee of the Board of Education or an Association representative accompany them and serve as their representative. At levels two and three all parties may have legal counsel, another employee of the Board of Education, or an Association representative.

All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the files of any of the participants.

- B. LEVEL ONE - In the event that a licensed staff member feels there is a misunderstanding according to the definition of grievance stated in this item, the employee shall first discuss the complaint on an informal basis with the building principal. A written summary of this discussion shall be completed by the principal. The employee may also prepare a written summary of this discussion at the employee's option. This meeting shall take place not more than three working days after the employee notifies the principal of the grievance.
- C. LEVEL TWO - If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five working days of the Level One conference, the employee may transmit the employee's grievance at Level Two. A written statement outlining the grievance shall be filed with the superintendent. Copies of the written statements involved through Level Two must accompany the grievance statement to the superintendent. Copies of the grievance filed with the superintendent will be sent to the principal and to the Executive Board of Seaman Education Association. Within ten working days after receipt of the written grievance, the superintendent or designee will meet with the aggrieved person. Both parties may request other staff members to be present to give evidence. The superintendent or designee must make a ruling in writing within five working days. A copy of the superintendent's ruling will be sent to the aggrieved person and the principal.
- D. LEVEL THREE- If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent or designee, or if no disposition has been made within five working days of such meeting, the grievance may be transmitted to the Board of Education by filing a written copy thereof with the Clerk of the Board. This copy must be filed within ten days of the Level Two conference. The Board, not later than its next regular meeting, or two calendar weeks, whichever shall be later, shall hold a hearing on the grievance. The decision of the Board is binding on all parties.

ITEM 15: REPRESENTATION - If an administrator calls a conference for a professional concern, the teacher has the right to terminate the conference and reschedule, within five working days, with an Association representative present.

This item shall not apply in the following situations:

- A. The initial evaluation conference between any teacher and the supervisor, provided that a second conference with a representative present shall be scheduled if requested by the teacher;
- B. Any instruction or directive by the supervisor to express to the teacher an item of immediate concern relating to classroom instructional issues.

ITEM 16: COMPLAINTS: When a supervisor receives a signed, written complaint from a third party, the employee shall be informed of the nature of the complaint and the complainant by the end of the following working day in writing. When a member of the Board of Education or an administrator receives an oral complaint, the complainant shall be informed that, to be considered, the complaint must be in writing, signed, and processed under this article. Complaints may be used in the evaluation process only if received within 60 days of the incident or one month after the end of the school year in which the incident occurred, whichever occurs later, and if previously disclosed to the employee. If the complaint occurs after the last scheduled evaluation, as per Item 29 and the appended Seaman USD 345 Professional Guidelines and Procedures, of this agreement, the supervisor shall have the option of scheduling an additional evaluation conference with the employee. The employee shall attach a written statement to the complaint that explains the employee's position regarding the complaint. If the complaint is placed in the personnel file it shall be removed after two years unless the complaint has been used by the principal in the evaluation process.

ITEM 17: LEAVES - TEMPORARY LEAVES FROM DUTY:

A. Sick Leave: Sick leave may be used for a licensed staff member's own illness or illness or death in the licensed staff member's family. Disability due to pregnancy shall be treated in the same manner as any other sick leave and shall be subject to all federal and state laws which apply. Each licensed employee shall be granted seven days sick leave per year available at the beginning of each year. A total of one hundred eighty days sick leave may be accumulated.

Employees who are in the military, and/or their spouses, who are under orders to attend certain military meetings, shall be granted reasonable time off with pay upon approval by the Director of Human Resources. In addition, an employee whose spouse is in the military shall be granted reasonable time off to greet a spouse returning from a six-month or more deployment overseas. Such time shall not be charged against the employee's personal leave days.

All licensed employees upon accumulation of 30 days sick leave, (a) may choose to place the remaining annual sick leave days for the current year into the individual's sick leave accumulation, or (b) may cash the remaining annual sick and discretionary leave days for the current year at the rate of 70% of the substitute teacher pay per day and (c) must maintain a minimum of 30 days sick leave to be eligible for (a) or (b).

A combination of choices (a) and (b) may be made. The choice must be determined before June 1 of each year and cannot be changed.

Licensed employees shall be paid for all accumulated unused sick leave days, according to the calculations below, at the time of the employee's retirement from Seaman USD 345 or death while employed by Seaman USD 345.

1. For each qualifying employee, determine an amount of money equal to the product of \$50 multiplied by all accumulated sick leave days, with a 50-day maximum. This amount shall be called the Base Amount.
2. For each qualifying employee, determine an 80% Amount of money equal to the product of 80% of the current substitute full-day rate multiplied by all accumulated sick leave days, with a 100-day maximum. Then, subtract the Base Amount from the 80% Amount. This amount shall be called the Add-On Amount.

3. Determine the District Add-On Total by adding together all of the individual Add-On Amounts calculated in (2) above.
4. If the District Add-On Total is less than, or equal to, \$22,000, each qualifying employee shall receive the Base Amount plus the Add-On Amount. The calculation is complete.

If the District Add-On Total is more than \$22,000, each qualifying employee shall receive the amount calculated below.

5. Calculate the result of \$22,000 divided by the District Add-On Total and carry the decimal out to 4 places. This number shall be called the Proration Factor. Go to (6) below.
6. Calculate each individual Add-On Amount multiplied by the Proration Factor, this shall be called the Prorated Add-On Amount. Each qualifying employee shall receive the Base Amount plus the Prorated Add-On Amount.

B. Physical Injury From Assault: Whenever an employee is absent from employment as a result of personal injury sustained from physical violence while performing assigned duties and is unable to perform said duties in the opinion of a physician selected by the Board, the employee will be paid full salary until released to return to work by the physician less the amount of any workers compensation received due to such injury until the termination of the current employment contract. Such absence shall not be charged against any accumulated sick leave.

C. Leave Bank: Licensed employees may participate in a Leave Bank provided they meet the following guidelines.

1. The purpose of the Leave Bank is to provide additional leave during the contract year to the employee who has used all of his/her accumulated illness/bereavement leave and experiences extraordinary circumstances requiring additional leave. The Leave Bank Committee may also approve days for non-extraordinary medical and health-related circumstances (See Subpart 16, below).
2. After one (1) year employment in the District, each employee wishing to join the Leave Bank will donate one (1) day of his/her illness/bereavement leave days to the Bank prior to September 1 or within the first thirty (30) days following the one year employment anniversary.
3. An employee who is a current member of the Leave Bank shall remain in the Leave Bank unless he/she cancels participation by giving written notice to the Leave Bank Committee. However, all days contributed to the Leave Bank shall remain in the Leave Bank and will not be restored to any employee.
4. The open enrollment periods shall be from August 1 through August 31, and from January 1 through January 31, of every year, or within the first thirty (30) days following the one-year employment date.
5. Additional days may be required to be donated by all Leave Bank members in order to maintain the number of days in the Leave Bank at a number equal to or greater than 1/3 of the number of staff participating in the Leave Bank. All such additional required donations shall be determined and requested by the Leave Bank Committee. Employees who are current

members of the Leave Bank and have no sick leave remaining at the time of the request for additional days shall donate the requested number of days at such time as they are granted additional sick leave days through application of this agreement.

6. First year employees may request up to ten (10) days from the Leave Bank without donating days. The Leave Bank Committee may approve additional days based upon extraordinary conditions.
7. A participating employee is eligible to make application for additional leave days for an extraordinary personal or family circumstance from the Bank after his/her regular illness/bereavement leave accumulation is depleted. This application must be for days during the employee's contract year. The application form must be completed and sent to the Leave Bank Committee.
8. The Leave Bank Committee shall grant no more than 20 working days to an employee during the contract year. Sick Leave Pool days shall not be used beyond the current contract period. (No minimum days of consecutive absence are necessary.)
9. The Leave Bank Committee will require documentation deemed necessary to substantiate a request to receive days from the Bank and will determine if the medical or health-related event is an extraordinary or non-extraordinary event/condition. A medical note from a doctor excusing one from work, may not guarantee one will be granted days of pay through the Leave Bank.
10. All applications for use of the days shall be approved or denied by the Leave Bank Committee. If the application is denied, the applicant may appeal to the Leave Bank Committee for reconsideration of his/her leave request by submitting additional information to support the leave request, not more than ten working days after the date of the denial.
11. All decisions of the Leave Bank Committee shall be final and binding on the employee.
12. The inception of the Leave Bank was July 1, 2010. All subsequent changes or additions to the Leave Bank item shall be in effect as of the effective date of this agreement.
13. Leave Bank Committee:
 - a. The Leave Bank Committee will be comprised of six (6) members. The superintendent will appoint three (3) administrators. The Association will appoint three (3) tenured/licensed/non-administrative members. The term of office will be three (3) years rotation with the exception of the first year. All members of the first Leave Bank Committee shall serve a term of two (2) years. At the end of the first two years, and each year thereafter, one administrator and one non-administrative member shall be replaced, or reappointed at the discretion of the superintendent and the Association.
 - b. The Committee will elect the chair and recorder at an organizational meeting which will be held by August 31 of each year.
 - c. The chairperson will send all minutes and agendas to the Association President and the superintendent. Subsequent meetings will be held as needed or within thirty (30) working days after receipt of an application.
14. Leave Bank application forms are available in the office of the superintendent. The application form shall be created and revised as needed by the Leave Bank Committee.

15. Extraordinary Medical or Health-Related Circumstances: Up to 20 days may be requested from the Leave Bank for the following extraordinary reasons:
 - a. Personal illness, for more than 20 consecutive calendar days or as determined by the Leave Bank Committee, that meets the following criteria:
 - i. Extraordinary circumstances shall be defined as a critical extended illness or severe life-endangering circumstance, which requires hospitalization and/or convalescence or recuperation in an extended care facility or at home. Examples of eligible medical circumstances would include, but are not limited to, cancer treatment, critical chronic illness, major non-elective surgery, cardiac illness, limb amputation, and organ transplants.
 - ii. The employee must be hospitalized and/or under the care of a medical doctor, doctor of osteopathy, chiropractor, or dentist. The application for Leave Bank usage must include a signed statement from the above named caregiver recommending the employee continue to be absent from work due to his/her health. The Leave Bank Committee may require an independent second opinion at employee expense.
 - iii. Leave Bank members may submit an application to the Leave Bank Committee for any medical circumstance. All applications are reviewed with individual and unique circumstances/complications considered.
 - iv. The Leave Bank is not designed to provide leave to employees receiving workers compensation benefits or KPERS disability. Employees who purchase disability or salary protection insurance and meet the conditions of the policy may receive limited days from the bank as determined by the Leave Bank Committee.
 - b. Immediate family or household critical health care needs:
 - i. No minimum number of consecutive days of absence is necessary.
 - ii. As determined by the Leave Bank Committee, evidence must be submitted to verify the critical health care need in the immediate family or household which requires the employee's presence for care. Critical health care situations will be considered by the Leave Bank Committee on an individual basis.
 - c. Upon return to full-time service, the employee who has received days from the Leave Bank due to an extraordinary circumstance will repay the Bank for the borrowed days. The normal repayment rate will be two (2) days per year. If the nature of the illness or injury is such that the employee is unable to return to work, no repayment will be required. The Leave Bank Committee may, however, authorize reducing the employee's final annual payroll check by an amount equal to the District Substitute daily rate times the number of days owed to the Leave Bank. Financial reimbursement of illness/bereavement days used from the Bank shall not be binding upon heirs of the employee.
16. Days for a Non-Extraordinary Circumstance:
 - a. Non-extraordinary circumstances shall be defined as a medical event/condition which may require hospitalization, or convalescence at home, and is usually not life endangering. Examples could include, but are not limited to, an appendectomy, gall bladder removal, mental health issues, and illnesses.
 - b. Days for a Non-Extraordinary Circumstance: The Leave Bank Committee may grant a maximum of 10 days of leave during the contract year to the participating employee who has used all of his/her illness/bereavement and personal business leave and experiences a personal health-related non-extraordinary circumstance requiring leave, or the Leave Bank days may also be requested for an employee who must be absent to provide care for an immediate family or household member experiencing a non-extraordinary circumstance as defined above.
 - i. No minimum number of consecutive days of absence is necessary.

- ii. An employee who receives days from the Bank for any non-extraordinary circumstance will repay the Leave Bank at a rate of 50% of the days received the first year and the remaining days the second year. In the event the days are not repaid to the Leave Bank for a non-extraordinary circumstance, The Leave Bank Committee may authorize reducing the employee's final annual payroll check by an amount equal to the District Substitute daily rate times the number of days owed to the Leave Bank. Financial reimbursement of illness/bereavement days used from the Bank shall not be binding upon heirs of the employee.
- iii. Any employee who has received these ten (10) days from the Bank must repay them in full before any additional days can be requested for non-extraordinary circumstances.

D. Extended Sick Leave: If a licensed employee who has once accumulated 30 days of sick leave exhausts all that sick leave and is not eligible for additional days from the voluntary sick leave pool, the employee shall be paid for further absences because of catastrophic illness/injury as follows: Compensation equal to one-half of the employee's daily wage.

If a licensed employee who has never accumulated 30 days of sick leave exhausts all that sick leave and is not eligible for additional days from the voluntary sick leave pool, the employee shall be paid for further absences because of catastrophic illness/injury as follows: compensation equal to the employee's daily wage (employee's salary schedule salary divided by the employee's total duty days) minus the salary schedule base daily wage (BA step 1 amount divided by the total duty days defined in Item 26).

This amount shall be paid for a period of twelve school weeks or until the contract terminates at the end of the school year, whichever occurs first. Twelve school weeks in any academic year is the maximum pay period any licensed staff member can collect under this clause. The employee's illness shall be licensed by the attending physician and may be reviewed by a physician appointed by the board. The use of extended sick leave shall in no way be construed to be used for (1) intestinal bypass surgery conducted for the purpose of weight loss, (2) cosmetic surgery, (3) vasectomies, (4) oral surgery unless recommended by a medical doctor for reasons of physical health, (5) the intentional infliction of self-injury (attempted suicide) and (6) any elective surgery for which there is no medical reason that it could not be deferred until after the school year.

NOTE: Daily wage is defined as the daily fraction of the total duty days as defined in Item 26 times the teaching contract amount (plus the supplemental amount, if applicable).

E. Extended Leave: Licensed staff members may request, subject to approval of the board, an extended leave of absence for study, foreign teaching, foreign travel, health, military service, professional activities and professional related employment. Request for extended leaves, except for health reasons, should be made prior to March 15.

This leave shall be limited to one year. A written request for an extension of this leave must be submitted prior to March 15.

A licensed staff member intending to return to the district following an extended leave shall request such return in writing prior to April 1. A staff member returning to the district following an extended leave will be employed if a position is open for which he/she is licensed. In the case where more than one such position is open, the administration shall determine which position will be offered to the returning staff member.

Length and conditions of any leave under section D will be agreed upon at the time the leave is considered for approval. If approved by the board, no leave of absence under section D shall be considered a termination of employment. Leaves under section D shall be subject to the following provisions: a licensed staff member shall (1) receive no salary from USD 345 while on leave; (2) retain accumulated sick leave; (3) return to the experience level on the salary schedule that had been attained at the time the leave of absence began.

Licensed employees also may request, subject to approval of the board, a short term leave of absence consisting of five or fewer days. Requests for short term leaves must be made at least one month prior to the actual leave except in justified emergencies and shall not be granted for consecutive years except in justified emergencies.

The rate for docking licensed employees' pay, where not otherwise provided for in the agreement, shall be at the short term substitute rate or pro-ration thereof. The maximum number of days covered under this provision is two per year per licensed employee.

- F. Civic Leave: A licensed employee shall be granted temporary leave with pay to serve when called for jury duty. This leave will be granted unless there are unusual circumstances; court summons will be included in this provision except for those received due to the employee's personal violation of the law.
- G. Administrative Leave: Licensed employees may be granted temporary leave from their assignments without loss of sick leave for the following reasons:
 - 1. Attending conventions and conferences related to assigned duty with prior approval by the superintendent.
 - 2. Subject to the approval of the building principal, a teacher may arrange to observe teaching at another school or within that employee's own school.
- H. Association Business: The board shall give released time, without loss of salary or sick leave for licensed staff members to attend meetings on behalf of Seaman Education Association. This shall be no more than a total of ten days per school year.
- I. Discretionary Leave: In addition to the annual seven sick leave days, the Board shall provide five days per contract year for discretionary leave for each licensed employee.
 - 1. This leave may be requested for any reason.
 - 2. Each employee shall determine and request usage of three or more days of this leave through the principal or designated building administrator at least five days in advance of the date of leave unless the leave is requested due to an emergency.
 - 3. Discretionary leave shall not be taken immediately before or after a school holiday.
 - 4. No more than 3 of the teaching faculty at any elementary school may use discretionary leave on any given day. No more than 5 of the teaching faculty at any secondary school may use discretionary leave on any given day.

5. Each licensed employee must place unused discretionary leave for the current year into their sick leave accumulation.
- J. Adoptive Leave: Adoptive leave may be taken for up to five days. This leave will be deducted from accumulated sick leave.
- K. Bereavement Leave for Death in the immediate family: Each employee may take a maximum of three (3) days bereavement leave per occurrence to be deducted from sick leave. Immediate family shall mean spouse, children, siblings, spouse's parents, spouse's siblings, and parents of employee. Bereavement leave for other individuals may be granted by administrative supervisor and deducted from the employee's sick leave.
- L. When an employee is absent due to an injury covered by the District's workers compensation insurance, such absence shall not be charged against any accumulated sick leave. District pay procedures shall be adjusted so that any compensation received by the employee during this time period shall equal the compensation that would have been received had the injury never occurred.
- M. The following exceptions to these regulations may be granted by the superintendent or his/her designee on a case by case basis:
- (A) Sick Leave for illness or death of individuals outside of the staff member's family.
 - (I) Discretionary leave taken immediately before or after a school holiday, and
 - (K) Bereavement leave may be increased up to a maximum of 10 days.

ITEM 18. RECORDING OF LEAVES: An individual record sheet will be kept in the office of each school for each teacher showing their temporary leaves, the category of leave to which the absences tentatively have been charged, and the name of the substitute. If an employee does not agree to the category that the principal assigns, the employee shall submit in writing within five days of their return to school, the reason for their disagreement. This written notice will be submitted to the superintendent for final determination of the category to be charged. The final ruling will be made within five days of the receiving of each disagreement by the superintendent.

Upon request, a copy of the absences will be given to the teacher by the building principal.

ITEM 19. IDENTIFICATION BADGES FOR EMPLOYEES: At the beginning of each school year, the district will issue identification badges to all licensed employees and their spouses. Each badge will entitle the holder and their immediate family to attend athletic events sponsored by schools in District 345 free of charge, unless prohibited by law or an admission charge is specified by an outside, controlling agency. Children of licensed employees must be accompanied by either parent in order to be admitted free of charge.

ITEM 20. POLITICAL ACTIVITY BY LICENSED STAFF MEMBERS:

- A. Citizenship Rights and Responsibilities - The Board of Education recognizes the right of licensed employees to participate in political governmental affairs in a manner afforded other citizens.
- B. Outside of Classroom and School Hours: Political activities of any licensed staff members seeking or holding office will be conducted outside the classroom and school premises. Licensed employees shall not exploit pupils in any way for political purposes for himself or for any party or candidate.

- C. Use of School Facilities: It is expected that licensed employees engaged in political activities, such as seeking or holding office, will use outside stenographic help, duplication and mailing services and toll phone calls. Licensed employees who are seeking public office should refrain from seeking advice, counsel and assistance from other employees during working hours.
- D. Board, State and Federal Regulation: All licensed employees will be expected to abide by all local, state and federal laws and regulations relating to the subject of employee political activity.

ITEM 21. DUTY FREE LUNCH: Each employee shall be entitled to daily minimum of 25 continuous minutes of time free from supervising and/or teaching duties unless an unavoidable emergency arises as determined by the building administrator. This duty free time shall be allotted during the normally scheduled lunch period and/or concurring activity or play periods shall be rotated with licensed employees.

An individual building administrator and staff may propose an alternate plan which is more workable for that building. Alternate plans will be submitted to the superintendent for final approval or disapproval. Reasons for disapproval will be communicated to the principal and the principal will communicate these to the staff.

ITEM 22. PREPAYMENT FOR PROFESSIONAL GROWTH CONFERENCES: The district shall prepay the registration fee and the travel expenses (i.e., registration, non-refundable travel, lodging) for all approved professional development conferences. If an employee does not attend the prepaid conference, the district, by operation of this contract, will have the authority to deduct from the employee's following two paychecks the total amount of all actual cancellation costs for the conference.

ITEM 23. TUITION INCENTIVE: The district shall reimburse up to seventy-five percent (75%) or one hundred dollars (\$100) per hour, whichever is less, of the tuition for up to four semester hours per school year for each teacher to attend a college of his/her choice, provided that the total annual combined reimbursement for all teachers does not exceed \$15,000 and the regulations below are followed.

1. All hours taken must relate to the original licensure, a masters, specialist, or doctorate degree in education.
2. Hours taken must be graduate level hours approved by the superintendent, with the exception that the superintendent may approve undergraduate hours in advance for justifiable reasons. Undergraduate hours not approved in advance shall not be eligible for reimbursement.
3. All hours taken must receive a final grade of "A" or "B", unless the superintendent approves a "pass/fail" option.
4. In the event the total combined reimbursement for all teachers exceeds \$15,000 the actual reimbursement will be pro-rated on a per-hour basis so that the total does not exceed \$15,000.
5. The paperwork for the tuition incentive must be submitted to the Education Center by June 1 and the employee must be under contract with USD 345 for the following school year.

ITEM 24: SALARY SCHEDULE RULES --PROFESSIONAL DEVELOPMENT CREDIT FOR LATERAL SALARY SCHEDULE MOVEMENT: The salary schedule shall contain 7 columns, titled Bachelors, Bachelors plus 12 hours, Bachelors plus 24 hours, Masters, Masters plus 15 hours, Masters plus 30 hours, Masters plus 45 hours, respectively. When lateral movement is

earned on the salary schedule, no more than one experience step will be allowed per year. Hours taken for lateral movement across the bachelor's degree columns shall be graduate hours in the field of education and shall count only if taken after the granting of the bachelor's degree. Hours taken for lateral movement across the master's degree columns shall be graduate hours in the field of education and shall count only if taken after the granting of the master's degree. Lateral movement shall be limited to one column per school year, with the exception of movement from any Bachelors column to the Masters column. This limitation will be effective beginning in the 2010 – 2011 school year.

Licensed employees shall advance one vertical step per year as long as there is a step in which to move. Teachers new to the district will be placed on a step that does not exceed their years of teaching experience.

For the 2010-11 school year, the Board and the Association agreed to the following exception to the above paragraph:

1. Teachers who have earned a master's degree during the past year shall remain on the experience step, but shall be moved to the Master's column.
2. All other teachers shall remain in the same cell as during the 2009-10 school year.

This exception is also printed on the salary schedule page.

- A. Earned professional development credit for license renewal and graduate level college credit shall apply to lateral movement on the salary schedule. Adjustments shall be made during the period when salary schedule adjustments are regularly scheduled.
- B. Professional development credit received in another school district will not be recognized for salary schedule advancement in Seaman District. However, participants may include professional development credit from other school districts for license renewal with the Kansas State Department of Education (KSDE).
- C. Professional development points for salary lateral movement for teachers with BA + 24 cannot be used to receive MA.
- D. Lateral movement requires 240 points for bachelor columns and 300 points for masters columns. Requests to the Superintendent must be made during the month of August.
- E. One clock hour of approved professional development = 1 professional development credit point.
1 semester hour of college/university credit = 20 professional development credit points.
- F. The Seaman District Professional Development Plan as currently approved and on file with the KSDE shall be included by reference as if set forth word for word. All parties agree the Seaman District Professional Development Council (PDC) may amend the plan during the school year.
- G. In order to receive this professional development credit, the employee must have a Professional Development Plan approved by the Seaman District PDC.

ITEM 25. EXTENDED CONTRACTS: The secondary counselors shall be contracted to work additional duty days beyond the number of days defined in item 26 of this agreement according to the schedule below:

- A. Senior High School and Freshman Counselors shall have a pool of up to 60 days beyond the number referenced in Item 26, to be divided among the counselors. These days shall be assigned by the Board of Education.
- B. Middle School Counselors shall have a pool of up to 10 days beyond the number referenced in Item 26. These days shall be assigned by the Board of Education.

These counselors shall be paid for the additional duty days at their respective daily wage rate.

The Seaman Board of Education reserves the right to change the number of contract days for any counselor.

ITEM 26. DAYS ON DUTY/LENGTH OF DUTY DAY: The number of contracted duty days for each full-time licensed employee shall be 184 days as assigned by the Board of Education.

The length of each contracted duty day for each full-time licensed employee shall be 7 hours and 15 minutes, excluding lunch, as assigned by the Board of Education.

For the purposes of parent-teacher conferences only, the number of days and hours per day of an individual school may vary, provided that the principal and a majority of the staff supports a different schedule and that the total hours are equivalent to the hours outlined above.

There shall be a one-half day teacher work period at the end of each of the quarters. Any time normally set aside for collaboration/PLC meetings during the last full week of school will be given to the teachers to work on final grade cards.

ITEM 27. HOLIDAYS: The holidays shall include, but are not limited to :

- Labor Day
- Thanksgiving Day and the following day
- Memorial Day in the event the school year extends past Memorial Day
- The Winter Break shall be from 24 December through 1 January
- 23 December shall be included in the Winter Break if it falls on a Monday
- 2 January shall be included in the Winter Break if it falls on a Friday
- Dr. Martin Luther King Day
- Spring Break shall be five days, Monday through Friday, during the month of March, as determined by the Board of Education.

ITEM 28. COMMITTEE SERVICE: Committee assignments are voluntary. Licensed staff members are free to decline any assignment with impunity.

ITEM 29. EMPLOYEE EVALUATION PROCEDURE: The entire item is replaced with a new evaluation procedure. Because of the length of the document, it is published separately as: Seaman USD 345 Professional Guidelines and Procedures, July 2009. It shall be considered a part of the Negotiated Agreement, with all the legal rights, privileges and responsibilities appertaining thereto.

ITEM 30. PREPARATION TIME: All Full-Time licensed teachers will be granted not less than 40 minutes and not more than 50 minutes per each full day for purposes of preparation. In the event it is not administratively possible to structure planning time so that there is one period of at least 40 continuous minutes, the time shall be structured to provide two periods of at least 20 continuous minutes. Such time shall be free of all other activities or assignments (including but not limited to: Professional Learning Communities meetings, grade-level meetings, enrichment meetings, and Individual Education Plan meetings) unless an unavoidable emergency arises as reasonably determined by the building administrator.

ITEM 31. ASSOCIATION RIGHT TO CONDUCT BUSINESS IN THE DISTRICT: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that classroom activities are not interrupted, and use school buildings for meetings at times other than classroom hours at the discretion of the superintendent and/or his/her designee. Use shall not be unreasonably denied. The Association may have such reasonable use of the word processing copying equipment, e-mail, and web hosting as is pre-approved by the superintendent and/or his/her designee.

ITEM 32. SUPPLEMENTAL SALARIES: It is permissible for a supplemental position to be filled with two or more staff members as long as the principal and the staff members mutually agree on the conditions of the division. Each staff member shall be paid a prorated share of the position salary based on that staff member's experience at that position.

ITEM 33. PAY FOR NATIONAL BOARD CERTIFICATION: Licensed USD 345 employees who achieve the National Board for Professional Teaching Standards Certification shall receive an annual stipend of \$1,000 for the duration of their certification, including renewals. The stipend shall be paid in a lump sum by separate check in September to all eligible teachers. Evidence of certification shall be presented to the Superintendent during the period when salary schedule adjustments are regularly scheduled.

ITEM 34. DUE PROCESS: Teachers with less than five (5) consecutive years of employment in the district may be non-renewed without cause and are not included in the provisions below.

Teachers who have completed not less than five (5) consecutive years of employment, and been offered a sixth (6) contract, in the school district will be afforded a hearing under the following guidelines;

Whenever a teacher is given written notice of intention by the board to non-renew or terminate the contract of the teacher, the written notice of the proposed nonrenewal or termination shall include: (1) A statement of the reasons for the proposed nonrenewal or termination; and (2) a statement that the teacher may have the matter heard by the Board of Education, upon written request filed with the clerk of the board of education within 10 calendar days from the date of such notice of nonrenewal or termination. Said hearing will take place in executive session followed by a formal public vote to uphold or deny the termination or non-renewal. The decision of the Board of Education is final.

Teachers who were employed and earned due process from the district during or prior to the 2013-14 school year are grandfathered in and eligible for due process as outlined above.

ITEM 35. INCLEMENT WEATHER: In the case where school is cancelled due to inclement weather, the first day missed will not be made up. The second and third days missed due to inclement weather will be made up utilizing the snow days built into the district calendar. Subsequent days missed due to inclement weather will not be made up unless the district does not meet the statutory requirement for annual hours of school.

ITEM 36. SUCCESSOR AGREEMENT: The Board of Education and Seaman Education Association agree that this agreement shall continue in full force and effect and shall be binding on both the Board and the individual licensed employee from 1 July, 2018 until it is changed as per K.S.A. 72-5412, et seq.

This agreement was ratified by the majority of the members of the bargaining unit on August 16, 2018, and a majority of the members of the board at a meeting on August 17, 2018. The effective date of this agreement is July 1, 2018.

Certified by:

Frank Henderson, President, Seaman USD 345 Board of Education

Mary Beck, President, Seaman Education Association

Attest:

Candace LeDuc, Clerk of the Board

State of Kansas
County of Shawnee

Signed before me on _____, 2018 by Frank Henderson and Mary Beck.

Notary

My appointment expires: _____

**Salary Placement Schedule
For the
2018-19 School Year**

<u>Step</u>	<u>BA</u>	<u>BA+12</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>Step</u>
Z	43,636	46,266	48,666	51,226	53,516	55,806	59,736	Z
N	43,186	45,696	47,996	50,166	52,371	54,576	58,311	N
M	42,736	45,126	47,326	49,406	51,526	53,646	57,186	M
L	42,286	44,556	46,556	48,646	50,681	52,716	56,061	L
K	41,836	43,986	45,886	47,886	49,836	51,786	54,936	K
J	41,386	43,316	45,216	47,126	48,991	50,856	53,811	J
I	40,936	42,746	44,546	46,366	48,146	49,926	52,686	I
H	40,386	42,176	43,876	45,606	47,301	48,996	51,561	H
G	39,936	41,606	43,206	44,846	46,456	48,066	50,436	G
F	39,486	41,036	42,536	44,086	45,611	47,136	49,311	F
E	39,036	40,466	41,866	43,326	44,766	46,206	48,186	E
D	38,860	40,098	41,300	42,566	43,921	45,276	47,061	D
C	38,690	39,732	40,750	41,806	43,076	44,346	45,936	C
B	38,520	39,366	40,200	41,046	42,231	43,416	44,811	B
A	38,350	39,000	39,650	40,325	41,425	42,525	43,625	A

The Gray Zone is only for those teachers placed in the following cells for 2005-06
 BA Column, Steps J through Z
 BA+12 Column, Steps L through Z
 BA+24 Column, Steps N through Z

For 1991-92 and thereafter, teachers working half-time or more for a full year or full-time for at least one-half the year will be advanced on the schedule one full step for each year of experience and then paid a prorated salary equal to the percentage of the full contract they are working.

Teachers on step BA+24, who are within 15 hours of receiving their masters degree, as determined by the superintendent, shall receive an additional \$300 per year for up to two consecutive years or until the teacher earns their masters degree, whichever comes first.

For the 2010-11 school year:

1. Teachers who have earned a master's degree during the past year shall remain on the same experience step, but shall be moved to the Master's column
2. All other teachers shall remain in the same cell as during the 2009-10 school year.

For 2018-19 and thereafter, teachers who have been in the MA+45 Step Z cell for two or more years shall receive an additional \$1,000.

2018-19 School Year – Extra Duty Pay

	Level One <u>\$15.50</u>	Level Two <u>\$13.50</u>	Level Three <u>\$11.50</u>
Football - Varsity	Announcer Pass Gate	Ticket Seller Scoreboard Operator Clock Operator Chain Gang Filmer	Ticket Taker
Football - Sub-Varsity/Jr High		Ticket Seller Clock/Scoreboard Operator Announcer Chain Gang	
Soccer - Varsity/JV	Scoreboard Op./Announcer	Ticket Seller	
Volleyball - Varsity	Clock Operator Scorekeeper	Ticket Seller	NW Door Line Judge
Volleyball - Sub-Varsity/Jr High		Clock Operator Scorekeeper	NW Door Line Judge
Cross Country Meets/Invitational	Scorer/Computer Operator	Meet Director Timer	Finish Line Attendant
Basketball - Varsity	Clock Operator Scorekeeper Announcer	Ticket Seller	NW Door
Basketball - Sub-Varsity/Jr High		Ticket Seller Clock Operator Scorekeeper	NW Door
Baseball/Softball - Varsity/JV/Freshman		Ticket Seller Scorekeeper Announcer	
Wrestling - Varsity	Scorekeeper Clock Operator/Announcer	Ticket Seller	NW Door
Wrestling - Sub-Varsity/Jr High		Ticket Seller Scorekeeper Clock Operator/Announcer	NW Door
Track - Varsity Meet	Announcer Clerk Scorer/Computer Operator	Timer/Picker Ticket Seller Bull Pen Clock Operator Head Official for each Field Event	Curve Judge Hurdle Official
Track - JV/Freshman/Jr High		Announcer Clerk Timer/Picker Ticket Seller Scorer/Computer Operator Bull Pen Clock Operator Head Official for each Field Event	Curve Judge Hurdle Official
Intramurals Elem and Secondary	Facilitator		

The Superintendent shall determine additional positions and pay after consultation with Seaman Education Association.

Seaman USD 345 Professional Evaluation
Guidelines and Procedures
July 2009

Adopted as part of the Negotiated Agreement
between Seaman Education Association and USD 345

Philosophy of Evaluation

USD 345 believes that the Seaman students deserve the highest quality of instruction. Effective performance appraisal of all licensed personnel is essential and is one of the district's primary responsibilities to students, patrons, and staff.

Effective professional appraisal

- Reflects research-based standards
- Proves systematic and continuous
- Creates expectations for performance standards
- Promotes cooperation between evaluator and evaluatee

Professional growth results from

- Maximizing strengths
- Identifying strategies for managing weaknesses
- Setting realistic goals
- Providing resources
- Defining responsibilities
- Establishing strategies for continuous improvement
- Fostering self-reflection
- Monitoring performance
- Striving toward distinguished teaching standards

Through the commitment, beliefs, and process outlined above, the goal of providing quality instruction for every USD 345 student will be achieved.

Literature Consulted:

Danielson, Charlotte. *Enhancing Professional Practice: A Framework for Teaching, 2nd edition*. Alexandria, VA: ASCD, 1996.

Danielson, Charlotte & McGreal, Thomas. *Teacher Evaluation to Enhance Professional Practice*. Alexandria, VA: ASCD, 2000.

Objectives of Evaluation

1. To cooperatively identify and candidly discuss expectations, strengths, and weaknesses.
2. To provide for individual growth and improvement of instruction.
3. To provide specific information on which to base employment decisions.

General Evaluation Procedures and Guidelines

1. Clear expectations are established by continuous and frequent communication between teacher and evaluator.
2. It is the administration's responsibility to develop a schedule of who will be evaluated during any given school year. Teachers may request to be evaluated at any time, and a building administrator may evaluate any teacher in his/her building at any time. Evaluator and teacher will establish the pre-arranged 30-Minute Classroom Observation date.
3. Teachers in the first two years of employment shall be evaluated at least one time per semester by not later than the 60th school day of the semester. Any employee who is not employed for the entire semester shall not be required to be evaluated. Teachers in the first two years of employment will participate in the district mentoring program. During the third and fourth year of employment, each employee shall be evaluated at least one time each school year by no later than February 15.
4. After the fourth year of employment, every employee shall be evaluated at least one in every three years not later than February 15 of the school year in which the employee is evaluated. , unless there is need for additional, interim evaluations as determined by the teacher or the supervising administrator. After the fourth year of employment, Teachers may adhere to a pre-determined evaluation schedule for the three years beginning with the year of implementation of these procedures, at the discretion of the supervising administrator.
5. Any supervising administrator may be the evaluator of a staff member. Building administrators will conduct staff training at the beginning of each year to review the evaluation forms and procedures. Prior to September 30, all teachers will participate in a Goal Setting Conference with an administrator for the purpose of setting individual staff development goals that will be entered into MyLearningPlan. No formal evaluation shall take place until such meeting has occurred. Whenever applicable, administrators will review the Teacher Self-Evaluation Form that were required to be completed in the previous years at this Goal Setting Conference.
6. Shared Teachers- Teachers who serve in more than one building will be evaluated according to the schedule in the building in which they are scheduled for a major part of their time or their assigned home base building. Administrators in other than the home base building or majority time building in which the evaluatee serves are encouraged to have input into the evaluation process.
7. The evaluator and teacher may have access to and may review previous evaluation reports.
8. After the initial goal-setting meeting the teacher and administrator will make final determination of goals for the teacher's Professional Development Plan, which will be entered in MyLearningPlan.
9. All monitoring or observation of the professional performance of a teacher shall be conducted openly and with full knowledge of the teacher. Such monitoring or observation shall be conducted as described below.
 - a. Walk-Through Observation – shall be at least five minutes in duration. Teachers shall receive a completed Evaluator Walk-Through Form following each required walk-through observation within two school days of the walk-through.

- b. Extended 30-Minute Classroom Observation – shall be scheduled at a mutually agreeable time. The evaluator and teacher shall participate in a Pre-Observation Conference prior to the 30-minute observation, with the teacher completing a Pre-Observation Conference Form. Within two (2) working days after the 30-Minute Classroom Observation, the teacher shall submit a Lesson Reflection Sheet and Teacher Self-Evaluation to the administrator.
10. An Evaluation Conference between the evaluator and teacher shall be arranged at a mutually agreed time not later than ten (10) school days from the Extended 30-Minute Classroom Observation.
11. The evaluator shall review the Lesson Reflection Sheet and the Teacher Evaluation Form in consultation with the teacher who shall acknowledge the completion of the evaluation process by his/her signature. A teacher's signature upon the evaluation is required but does not necessarily constitute agreement with such evaluation. At any time not later than ten (10) school days after such review, the teacher may respond in writing and may affix to any evaluation additional information in the form of support material or rebuttal.
12. The evaluation paperwork shall be submitted to the Superintendent's office where it will be reviewed and placed in the personnel file of the teacher. The primary evaluator will keep one file, and an official file will be kept in the Superintendent's office. All evaluation reports and responses shall be maintained in the evaluation files for a period of not less than three years from the date the evaluation is made.
13. The Teacher Evaluation Form shall be considered confidential by the Board, principal, and superintendent. The Board may review the completed Teacher Evaluation Form for any employee at any time. The employee representative shall have access to the Teacher Evaluation Form upon presentation of written consent of the employee.
14. The Teacher Evaluation Form contains the Board approved evaluation criteria and is not in any way considered as part of this agreement. Seaman Education Association understands and agrees that the Board alone possesses the sole right to define and establish the criteria contained in the Teacher Evaluation Form. The Board recognizes that evaluation procedures are mandatorily negotiable. (K.S.A. 72-5413(l)).
15. Evaluation procedures are intended to comply with case law and Kansas State Statutes as adopted from year to year by the legislature, and relevant policies as adopted by the USD 345 Board of Education. In the event that legislative action and/or judicial action renders any part of these procedures to be in non-compliance with law, that part of this item shall be null and void, and Kansas Statutes or court rulings shall prevail.
16. The following additional procedures shall apply to Teacher Evaluation:

Teachers in the First Two Years of Consecutive Employment

Evaluation Area	Timeline/Follow-up
The teacher will set goals with evaluator. The individual goals developed will be entered by teacher in MyLearningPlan.	Prior to September 30
The evaluator will conduct a minimum of two formal Evaluation Conferences per year. (Using Teacher Evaluation Form)	An Evaluation Conference completed prior to 60 th school day of each semester (fall and spring)
Minimum of 6 Walkthrough Observations at least five minutes in duration each year (3 per semester).	Conducted annually by administrator. Evaluator Walkthrough Form completed within two school days of the walk-through.
At least two extended 30- minute Classroom Observations scheduled at mutually agreeable time. (One per semester)	<p>-Prior to the classroom observation, the teacher and administrator will participate in a Pre-Observation Conference.</p> <p>-Within two working days after this observation, teacher submits Lesson Reflection and Teacher Self Evaluation to the evaluator.</p> <p>-An Evaluation Conference between the evaluator and teacher shall be arranged at a mutually agreeable time not later than ten (10) school days from the Extended 30-Minute Observation.</p>
Teacher will participate in district mentoring program	As scheduled with mentor

Teachers in years three and four-Professional Growth Phase

Evaluation Area	Timeline/Follow-up
Teacher will goal set with evaluator. The individual goals developed will be entered by teacher in MyLearningPlan.	Prior to September 30 -Teacher Self Evaluation from previous year reviewed at this conference.
The evaluator will conduct a one formal Evaluation Conference every year. (Using Teacher Evaluation Form)	To be completed by February 15.
Minimum of 2 Walkthrough Observations at least five minutes in duration each year (1 per semester).	Conducted annually by administrator. Evaluator Walkthrough Form completed within two school days of the walk-through.
At least one Extended 30- Minute Classroom Observation scheduled at mutually agreeable time.	-Minimum of once every three years. -Prior to the Classroom Observation, the teacher and administrator will participate in a Pre-Observation Conference -Within two working days after this observation, teacher submits the Lesson Reflection Sheet and Teacher Self Evaluation -An Evaluation Conference between the evaluator and teacher shall be arranged at a mutually agreeable time not later than ten (10) school days from the Extended 30-Minute Classroom Observation.
Teacher will complete Teacher Self-Evaluation form on non-evaluation years.	Shared with evaluator at goal-setting conference.

Teachers in Year Five And Above-Professional Growth Phase

Evaluation Area	Timeline/Follow-up
Teacher will goal set with evaluator. The individual goals developed will be entered by teacher in MyLearningPlan.	Prior to September 30 -Teacher Self Evaluation from previous year reviewed at this conference.
The evaluator will conduct a minimum of one formal Evaluation Conference every three years. (Using Teacher Evaluation Form)	To be completed by February 15.
Minimum of 2 Walkthrough Observations at least five minutes in duration each year (1 per semester).	Conducted annually by administrator. Evaluator Walkthrough Form completed within two school days of the walk-through.
At least one Extended 30- Minute Classroom Observation scheduled at mutually agreeable time.	-Minimum of once every three years. -Prior to the Classroom Observation, the teacher and administrator will participate in a Pre-Observation Conference -Within two working days after this observation, teacher submits the Lesson Reflection Sheet and Teacher Self Evaluation -An Evaluation Conference between the evaluator and teacher shall be arranged at a mutually agreeable time not later than ten (10) school days from the Extended 30-Minute Classroom Observation.
Teacher will complete Teacher Self-Evaluation form on non-evaluation years.	Shared with evaluator at goal-setting conference.

Teachers-Awareness Notification Phase

The Awareness Notification Phase is for individuals whose teaching performance evaluation has revealed areas that need more than routine improvement.

Steps	Recommendations/Follow-up
The evaluator identifies a concern in writing.	
The evaluator and the teacher shall set up a specific time to collaborate and attempt to resolve the concern.	The teacher or evaluator may request other representation (i.e. Association, legal) in all meetings regarding a concern. All parties involved should be given notice of representation that will attend these meetings.
Within three days of the conclusion of the meeting, the evaluator will make one of the following two recommendations	<ol style="list-style-type: none">1. Teacher will remain in Professional Growth Phase.2. Concern is not resolved. Teacher is placed in Assistance Phase

Teachers-Assistance Phase

The Assistance Phase is for teachers whose teaching performance evaluation revealed areas needing more than routine improvement.

Steps	Recommendations/Follow-up
The evaluator will inform the teacher in writing of his/her status as an Assistance Phase Teacher. The building principal and district administration shall also be involved in this process.	The teacher or evaluator may request other representation (i.e. Association, legal) in all meetings regarding a concern. All parties involved should be given notice of representation that will attend these meetings.
The evaluator and teacher will review the recommendations from the Awareness Notification meeting and develop a specific Plan of Improvement within five school days following the meeting.	Plan of Improvement will include: -Growth promoting goals that are specific, measurable, action oriented, realistic, and time bound (S.M.A.R.T.) -Strategies for resolution of the concern(s) -Specific timeline to review what progress has been made. - Indicators of progress -Resources and support needed
The evaluator will conduct a minimum of two formal Evaluation Conferences per year. (Using Teacher Evaluation Form). (If this is determined to be appropriate as per the timeline developed)	An Evaluation Conference completed prior to 60 th school day of each semester (fall and spring)
Minimum of 6 Walkthrough Observations at least five minutes in duration each year (3 per semester).	Conducted annually by administrator. Evaluator Walkthrough Form completed within two school days of the walk-through.
At least two extended 30- minute Classroom Observations scheduled at mutually agreeable times. (One per semester-if appropriate per timeline developed)	-Prior to the Classroom Observation, the teacher and administrator will participate in a Pre-Observation Conference -Within two working days after this observation, teacher submits Lesson Reflection Sheet and Teacher Self Evaluation to the administrator. -An Evaluation Conference between the evaluator and teacher shall be arranged at a mutually agreeable time not later than ten (10) school days from the Extended 30-Minute Observation.
At the conclusion of the specified timeline, the building principal and district office administration will meet with the teacher to discuss progress.	Teacher will be given the opportunity to respond.
At the conclusion of the meeting, one of three recommendations will be made.	1. Concern resolved-teacher returns to Professional Growth Phase. 2. Teacher is placed on probation, and remains in the Assistance Phase with revised goals and timelines 3. Teacher is recommended for non-renewal.

As per Guideline No. 14 above, the following form is presented for information only.

**Seaman USD 345
Teacher in Years 1 and 2 – Evaluation Master Sheet**

Teacher Name	School Year
Teaching Assignment/School	Year Non-Probationary status will be achieved

Goal Setting Conference Date _____
(To be completed before September 30)

Walkthrough Observation Dates
A minimum of 6 per year

Evaluation Data (Minimum of two formal Evaluation Conferences per year. One conducted prior to the 60th day of each semester)

Classroom Observation Date	Date Teacher Self Evaluation Form Received	Evaluation Conference Date

Name of Mentor _____ Recommendation for future employment: Yes No

As per Guideline No. 14 above, the following form is presented for information only.

**Seaman USD 345
Teacher in Years 3 and 4 – Evaluation Master Sheet**

Teacher Name	Year Scheduled for Formal Evaluation
Teaching Assignment	School

Goal Setting Conference Date _____
(To be completed before September 30)

Walkthrough Observation Dates
A minimum of 2 per year

Year	Date	Date	Date

Date Teacher Self-Evaluation Form Received (May 1 deadline) _____

Evaluation Data (One 30-minute observation required every year)

Classroom Observation Date	Date Teacher Self Evaluation Form Received	Evaluation Conference Date

As per Guideline No. 14 above, the following form is presented for information only.

**Seaman USD 345
Teachers in Years 5 and Above – Evaluation Master Sheet**

Teacher Name	Year Scheduled for Formal Evaluation
Teaching Assignment	School

Goal Setting Conference Date- (To be completed before September 30)

Year One Comments-Teacher Self-Evaluation Form	Year Two Comments-Teacher Self-Evaluation Form	Year Three Comments-Teacher Self-Evaluation Form

**Walkthrough Observation Dates
A minimum of 2 per year**

Year	Date	Date	Date

Date Teacher Self-Evaluation Form Received (May 1 deadline)

Year One	Year Two	Year Three

Evaluation Data (One 30 minute observation required every three years)

Classroom Observation Date	Date Teacher Self Evaluation Form Received	Evaluation Conference Date

As per Guideline No. 14 above, the following form is presented for information only.

**Seaman USD 345
Teacher – Assistance Phase
Teacher Evaluation Master Sheet**

Teacher Name	School Year
Teaching Position	School

Goal Setting Conference Date _____
(To be completed before September 30)

Walkthrough Observation Dates
A minimum of 6 per year

Evaluation Data (Two formal Evaluation Conferences per year, prior to 60th day of each semester)

Classroom Observation Date	Date Teacher Self Evaluation Form Received	Evaluation Conference Date

Assistance Phase Plan of Improvement written on _____.

**Seaman USD 345
Teacher – Awareness Phase
Notification of Need for Improvement**

Teacher Name	Date
Teaching Assignment	School

The purpose of the Notification of Need for Improvement report is to inform you that your teaching performance and/or actions as a professional educator do not meet acceptable standards for Seaman USD 345. Areas in need of improvement are listed below. A meeting to discuss these concerns, and to develop a further plan for action has been scheduled on:

Date: _____ Time _____

Location: _____

Noted areas of concern:

Supervisor

Date

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

The resulting conclusion of this meeting is:

_____ The teacher remains in Professional Growth Phase

_____ The teacher will be placed into Assistance Phase

Supervisor Signature _____

Date _____

Teacher Signature _____

Date _____

Original copy to teacher; one copy to supervisor, one copy to the Superintendent.

As per Guideline No. 14 above, the following form is presented for information only.

**Seaman USD 345
Teacher – Assistance Phase
Plan of Improvement**

Teacher Name	Date
Teaching Assignment	School

Growth Promoting S.M.A.R.T. Goals (specific, measurable, action oriented, realistic, and time bound)	Strategies for resolution of the concern	Time line	Indicators of progress (how improvement methods will be measured)	Resources and support needed

Attach pages as needed

I hereby acknowledge that I have been involved in the development of this Plan of Improvement. I have read and discussed the contents of the plan with my supervisor.

Teacher

Date

Supervisor

Date

As per Guideline No. 14 above, the following form is presented for information only.

**Seaman USD 345
Teacher Evaluation Form**

Teacher _____

School Year _____

Subject _____

Date _____

Evaluator _____

Evaluator's assessments of the teacher's level of performance in each of the domain areas:

(Note: Domains with separate components will apply to Psychologists, Counselors, Librarians, and Instructional Specialists. These are published on MyLearningPlan. Domains derived from: Danielson, Charlotte. *Enhancing Professional Practice: A Framework for Teaching*. Alexandria, VA: ASCD, 1996.)

Domain 1-Planning and Preparation	Unsatisfactory	Basic	Proficient	Distinguished
1a. Knowledge of content & pedagogy				
1b. Knowledge of students				
1c. Setting instructional outcomes				
1d. Knowledge of resources				
1e. Designing coherent instruction				
1f. Designing student assessment				

Comments:

Recommendations:

Domain 2- Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
2a. Creating an environment of respect and rapport				
2b. Establishing a culture for learning				
2c. Managing classroom procedures				
2d. Managing student behavior				
2e. Organizing physical space				

Comments:

Recommendations

Domain 3-Instruction	Unsatisfactory	Basic	Proficient	Distinguished
3a. Communicating with students				
3b. Using questioning and discussion techniques				
3c. Engaging students in learning				
3d. Using assessment in instruction				
3e. Demonstrating flexibility & responsiveness				

Comments:

Recommendations

Domain 4-Professional Responsibilities	Unsatisfactory	Basic	Proficient	Distinguished
4a. Reflecting on teaching				
4b. Maintaining accurate records				
4c. Communicating with families				
4d. Participating in a professional community				
4e. Growing & developing professionally				
4f. Demonstrating professionalism				

Comments:

Progress toward personal and building goals:

Recommendations:

Recommended for Contract Renewal

Yes _____ No _____

Evaluator

Date

Teacher

Date

A teacher's signature upon the evaluation is required but does not necessarily constitute agreement with such evaluation. At any time not later than ten (10) school days after the date of signature above, the teacher may respond in writing and may affix to any evaluation additional information in the form of support material or rebuttal.

As per Guideline No. 14 above, the following form is presented for information only.

Pre-Observation Conference Form

Teacher: _____ Grade/School: _____

Administrator/Evaluator: _____

1. Goal(s) for the Lesson (What do you expect students to learn?):

2. How do these goals relate to the needs of your students?

3. Content of the Lesson
Prerequisite Skills:

Steps of the Lesson: (What will your students do? How much time will be used? What resources/materials will be using?)

Assessment Component: (What procedures will you use? What product(s) will the students produce?)

4. Accommodations for Special Needs Students:

As per Guideline No. 14 above, the following form is presented for information only.

Teacher Self-Evaluation Form

Instructions-Please evaluate yourself in each of these teaching domains. This form should be submitted to your building administrator within two working days after the Extended 30-minute Classroom Observation.

(Note: Domains with separate components will apply to Psychologists, Counselors, Librarians, and Instructional Specialists. These are published on MyLearningPlan. Domains derived from: Danielson, Charlotte. *Enhancing Professional Practice: A Framework for Teaching*. Alexandria, VA: ASCD, 1996.)

Domain 1-Planning and Preparation	Unsatisfactory	Basic	Proficient	Distinguished
1a. Knowledge of content & pedagogy				
1b. Knowledge of students				
1c. Selecting instructional outcomes				
1d. Knowledge of resources				
1e. Designing coherent instruction				
1f. Designing student assessment				

Comments:

Goals

Domain 2- Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
2a. Creating an environment of respect and rapport				
2b. Establishing a culture for learning				
2c. Managing classroom procedures				
2d. Managing student behavior				
2e. Organizing physical space				

Comments:

Goals

Teacher Self-Evaluation Form – Page 2

Domain 3-Instruction	Unsatisfactory	Basic	Proficient	Distinguished
3a. Communicating with students				
3b. Using questioning and discussion techniques				
3c. Engaging students in learning				
3d. Using Assessment in Instruction				
3e. Demonstrating flexibility & responsiveness				

Comments:

Goals

Domain 4-Professional Responsibilities	Unsatisfactory	Basic	Proficient	Distinguished
4a. Reflecting on teaching				
4b. Maintaining accurate records				
4c. Communicating with families				
4d. Participating in a Professional Community				
4e. Growing & developing professionally				
4f. Demonstrating professionalism				

Comments:

Goals

Noted Areas of Strength:

Possible Areas for Growth:

As per Guideline No. 14 above, the following form is presented for information only.

Lesson Reflection Sheet
(To be completed by the teacher after a classroom observation, and submitted to the evaluator within two days of the observed lesson)

Teacher _____ Grade _____

Subject _____ Date _____ Time _____

Objective _____

1. What evidence do I have that students were productively engaged?

2. What evidence do I have or will I look for to determine that my instructional goals were met?

3. Did I alter my goals or my instructional plan as I taught the lesson? Why?

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

Comments:

Noted Areas of Strength:

Possible Areas for Growth:

Teacher Signature

As per Guideline No. 14 above, the following form is presented for information only.

Teacher _____

Date _____ Time _____

Beginning of Lesson _____ Middle _____ End _____

Domain 2 Classroom Environment

Observed Needed Not Observed

Environment of Respect and Rapport
Teacher Conveys High Expectations for Student Learning
Classroom Arrangement Conducive to Learning
Evidence of Established Classroom Procedures that Encourage Students to be Self-Directed Learners
Teacher Effectively Manages Student Behavior

Domain 3 Instruction

Standard-Based Learning Objectives are Clear (Verbal or Posted)
Teacher Effectively Manages Classroom Instruction (Differentiation)
Teacher Uses Questioning and Discussion Techniques that Facilitate Student-Led Learning

Students Engaged in the Learning Process:

- 0-74%
- 75 to 89%
- 90 to 94%
- 95 to 100%

Teacher/Student Uses Technology In the Instructional Delivery (Check all That Apply):

- iPads
- Laptops
- Smart Display
- Software/Applications
- Internet
- Projector
- Multimedia
- Online Learning Website
- Other

As per Guideline No. 14 above, the following form is presented for information only.

Extended 30-Minute Classroom Observation Record

Teacher _____ Grade _____
Subject _____ Date _____ Time _____

(Note: Domains with separate components will apply to Psychologists, Counselors, Librarians, and Instructional Specialists. These are published on MyLearningPlan. Domains derived from: Danielson, Charlotte. *Enhancing Professional Practice: A Framework for Teaching*. Alexandria, VA: ASCD, 1996.)

2a: Creating an environment of respect and rapport	3a: Communicating clearly and accurately
2b: Establishing a culture for learning	3b: Using questioning and discussion techniques
2c: Managing classroom procedures	3c: Engaging students in learning
2d: Managing student behavior	3d: Providing feedback to students
2e: Organizing physical space	3e: Demonstrating flexibility and responsiveness