

**POLICY D-1**  
**SUPERINTENDENT OF SCHOOLS**

**SUPERINTENDENT QUALIFICATIONS**

The superintendent shall possess, or eligible for, a Kansas district leadership license.

**SUPERINTENDENT RECRUITMENT**

The superintendent search presents the board with an opportunity to recruit individuals who will implement the board's goals. The board shall establish an orderly procedure for employing a superintendent that conforms to generally accepted ethical and legal standards and minimizes misunderstanding in the community. The process should allow the board ample opportunity to evaluate a number of candidate's qualifications whose professional training and experience meet district needs. The board may solicit applications from qualified staff members and may list the vacancy with placement offices.

The board may select a professional search service who shall screen all applications and recommend finalists to the board for interviews. The board shall interview selected candidates. Board members may visit each finalist's district.

**DUTIES OF THE SUPERINTENDENT**

**Serves as Executive Officer of Board.** The Superintendent shall be the Chief Executive Officer of the Board. He/she shall exercise general supervision over all the public schools and all public school employees shall be directly responsible to him/her.

**Attend all Board Meetings.** The Superintendent shall attend all meetings of the Board except when his/her own salary or re-election is being considered, and keep the Board informed of conditions of the schools under his/her supervision.

**Recommends Appointment of all Employees.** He/she shall make recommendations for appointment, promotion, demotion, and discharge of all school employees. When nominations made by the Superintendent are not satisfactory to the Board of Education, the Board shall direct him/her to make additional nominations as soon as is feasible.

**Assigns Personnel.** The Superintendent shall make such assignments as are in his/her professional judgment necessary to secure the highest efficiency of the entire staff.

**May Suspend Employees.** He/she may suspend employees for cause. Such suspension shall be immediately reported to the Board. No employee shall be recommended for discharge until the Superintendent is convinced that the efficiency of said employee cannot be improved. Employees may be discharged for inefficiency, immorality, insubordination, violation of Board regulations, and for cause shown.

**Promotes In-Service Growth of Teachers.** He/she shall be charged with the responsibility of all measures for the improvement of teachers' in-service.

**May Require Reports.** He/she shall have authority to require reports from all employees as he/she may desire from time to time.

**Appraises Teaching/Instruction.** It shall be a duty of the Superintendent and/or designee to appraise the quality of teaching of the instructional staff with a view of increasing its effectiveness.

**Employs Substitute Teachers.** Superintendent and/or designee shall employ and assign substitute teachers as need arises.

**Approve Faculty Committees.** The Superintendent shall approve the appointment of faculty committees that may be required for the execution and establishment of educational practices and policies.

**May Suspend Pupils.** The Superintendent shall have power to suspend from the privileges of the schools any pupil guilty of gross misconduct or continual insubordination to school organization and/or regulations. The right to expel is a power retained by the Board of Education.

**Serves as Business Agent for Board.** The Superintendent shall receive communications relative to school affairs and consult with individuals having business with the Board of Education.

**Channels Communications.** The Superintendent shall transmit all communications from the Board of Education or its committees to members of the instructional, administrative, supervisory, and custodial staff, and he/she shall transmit all communications from them to the Board of Education.

**Has Emergency Authority.** The Superintendent shall perform such duties as the Board may require, and in the absence of specific rules and advice of the Board, he/she shall assume any authority or perform any duty, which any particular situation, unforeseen and suddenly arising may demand, subject to later consideration of and action of the Board.

**Is Purchasing Agent.** He/she shall be the purchasing agent of the Board and shall have authority to purchase supplies and equipment under the regulations of the Board. No expenditures involving an amount greater than five thousand dollars shall be made without Board approval, except in accordance with the provisions of a written contract, and no contract involving an expenditure of more than twenty thousand dollars for the purpose of erecting any school building or making any improvements shall be made except upon sealed proposals, and to the lowest responsible bidder.

**Has Charge of Operation and Maintenance of Schools.** He/she shall have charge of the operation and maintenance of the buildings and equipment of the schools.

**Serves as School Building Consultant.** As new buildings are to be erected or old ones remodeled or discontinued in use, he/she shall be responsible for carefully studying the needs of the schools, and for recommending to the Board of Education plans adequate for meeting those needs. He/she shall assist the

architect employed by the Board in drafting plans and specifications for construction work.

**Recommends Salary Schedule.** He/she shall recommend a schedule of salaries to the Board for consideration. Such schedule shall provide minimum and maximum salaries, annual increments, and other items pertinent to a salary schedule.

**Prepares Budget.** He/she shall prepare a budget annually for the consideration of the Board. He shall administer the budget as enacted by the Board, acting at all times in accordance with legal requirements and adopted policies of the Board.

Monthly written reports to the Board of Education shall be made showing appropriations, expenditures and balance in parallel columns.

**Proposes Policies.** He/she shall propose new policies to the Board of Education for adoption as necessity for such arises.

**Makes Rules and Regulations.** He/she shall make rules and regulations regarding routine matters which have not been specifically provided for in the rules and regulations of the Board.

**Interprets School to Community.** It shall be the responsibility of the Superintendent to interpret the philosophy, aims and objectives of the teaching program of the schools to the community.

**Attends Professional Meetings.** The Superintendent shall attend State, National, and Regional conferences as directed by the Board as part of his/her official duties.

**Public Relations.** The Superintendent shall provide leadership within his/her staff to promote worthwhile and effective public relations.

**Goals and Objectives.** The goal of school administration is to create an environment in which all students can demonstrate continuous academic improvement. The superintendent must possess leadership qualities which motivate all staff members to improve the educational program and to attain the board's goals and objectives. The superintendent, with the board's direction, shall endeavor to mobilize and coordinate available resources to develop an educational program designed to maintain continuous academic improvement and full state accreditation.

**POLICY D-2**  
**JOB DESCRIPTION: SCHOOL PRINCIPAL**

**General Description**

The Principal is directly responsible to the Superintendent of Schools for the general administration, supervision and curriculum improvement program in his/her building. He/she will seek the help of educational and business staff members, teachers, and non-certified personnel in order to carry out this responsibility. The consultative relationship that he/she has with the educational and business staff members should be stimulated at all times. In turn, these staff members are expected to cooperate with and work through the building Principal on every occasion where an educational or business is rendered.

**Administrative Function.** He/she shall be responsible for the administration of his/her respective buildings and the enforcement of the rules of the Board, and the authority to call upon all certified and non-certified personnel to this end.

**Knowledge of Board's Policies.** It shall be a duty of the Principal to keep informed concerning the rules, policies, and regulations of the Board of Education as stated in the Policy Handbook.

**Supervision of Personnel.** The Principal shall be responsible for the supervision of the teachers, custodians, and other employees under his/her jurisdiction.

**Finance**

Each Principal shall keep an accurate account of all money received and expended in connection with all school activities. At the close of each school year, he/she shall present such records for audit by auditors chosen by the Board of Education.

Principals must sign all requisitions and purchase orders for their activity funds. All requisitions must be kept by the Principal and turned in at the end of the month to the Superintendent. No funds in the activity books are to be maintained in the red. There must be money in the activity fund or receipts confirmed for all outstanding purchase orders.

**Other Duties.** Principals shall meet with the Superintendent for conferences as often as he/she may require, keep accurate and complete records, delegate authority, adequately supervise all academic and non-academic activities placed under their jurisdiction, participate in curriculum studies, and be tactful in relations with parents and public.

**Promotion of Health and Safety.** Principals shall consider it an important phase of their work to promote health and safety education. To conform with the regulations of the State Fire Marshal, fire drills will be held monthly.

**Time of Arrival at Building.** It shall be the duty of the Principal to be present at least thirty minutes before the opening of school and to remain on duty for at least thirty minutes after the last regular class scheduled in the building is dismissed.

**Opening of Buildings for Pupils.** Principals shall cause doors to be open for students to enter buildings at least thirty minutes before time of opening of each

session of school in the elementary school and in the high school. Earlier opening of the building during inclement weather is left to the discretion of the Principal.

**Dismissal of Entire Building.** The Principal shall not have authority to dismiss school before the regular hour without approval of the Superintendent.

**Time of Pupils' Arrival and Departure.** No pupil shall leave the premises during school hours without permission of the Principal granted upon request of the parent or guardian, or for good cause known to the Principal. Telephoned request for excuse of pupils from school shall be referred to the Principal, and honored with caution.

**Program of Studies for Each Pupil.** Each pupil shall pursue all of the studies of the grade to which he/she belongs unless excused by the Principal after consultation with the Superintendent.

**Neatness of Grounds and Buildings.** Each Principal shall establish rules for providing proper order in the buildings and on the grounds as may be agreed upon in consultation with the Superintendent, and shall be held responsible for any lack of neatness and cleanliness about school premises.

**Removal of School Property.** Removal of school furniture or equipment from the building for private use shall not be done except on the direct authorization of the Principal.

**Damage to School Property.** Any pupil who negligently destroys or damages any school property, or who defaces by cutting or with writing, or pictures, any fence, furniture, building or other school property shall immediately compensate for such damage and upon refusal may be suspended from school until compensation has been made.

**Agents and Salesmen.** The Principal shall not permit any solicitor or agent to take up the time of teachers or pupils during school hours. No tickets shall be sold or offered for sale and no meetings or other entertainments shall be given in the schools, or on or about the school premises, without the permission of the Principal after consultation with the Superintendent.

**Other Specific Duties.**

- A. Planning and development of programs;
- B. Developments and monitoring of activities and athletic budgets;
- C. Coordination and supervision of athletic and activity programs;
- D. Director of athletic and athletic related activities;
- E. Coordination and supervision of all officials used by the school in its various activities;
- F. Supervision and evaluation of coaches and sponsors;
- G. Public relations for the school;
- H. General responsibility for staff and student orientation;
- I. General responsibility for total staff development in the building;
- J. General supervision of the instructional staff;
- K. Make recommendations on the hiring, development and coordination of personnel within the various curriculum area;

- L. Has primary responsibility for developing and implementing building instructional, athletic and activity budgets;**
- M. Prepare, submit, and keep such records as are necessary for the proper operation of the building; and**
- N. Building liaison person with the Special Education Cooperative.**

**POLICY D-3**  
**JOB DESCRIPTION: ASSISTANT PRINCIPAL**

**General Description**

The Assistant Principal is directly responsible to the building Principal. He/she is to aid and/or assist the building Principal whenever necessary or when needed. In the Principal's absence the Assistant Principal will be in charge of the building and act with such authority as to carry out the every day processes.

**Performance Responsibilities:**

1. Proposes schedules of extracurricular activities;
2. Supervises the preparation of student schedules;
3. Requisitions supplies and equipment, conducting inventories, maintaining records and checking on receipts for such material;
4. Cooperates in the conducting of safety inspections and safety drill activities;
5. Assumes responsibility for coordinating transportation, custodial, cafeteria and other support services;
6. Supervises the reporting and monitoring of student attendance and works with the attendance supervisor for investigative follow-up actions;
7. Assists in maintaining discipline throughout the student body and deals with special cases as necessary;
8. Serves the parent, faculty, and student groups as requested in advancing educational and related activities and objectives.

**Other Specific Duties**

- A. Assist Principal as directed;
- B. Has primary responsibility in the supervision of the school attendance policy and reports;
- C. Plan with other administrative staff a program of In-Service training for the staff of the school;
- D. Athletic and activity awards;
- E. Safety and emergency procedures;
- F. Assemblies;
- G. Student transportation to athletic events;
- H. Supervision of the schools discipline policies; and
- I. General supervision of the instructional staff.

**POLICY D-4**  
**JOB DESCRIPTION: GUIDANCE COUNSELOR**

**Qualifications:**

1. At least three years of successful teaching experience.
2. A valid certificate as a Guidance Counselor.
3. A Master's degree representing intensive course work in the principles and practice of educational guidance; educational testing and measurement; counseling; the organization and administration of guidance services; and the psychology of learning.
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

**Reports to: Principal**

**Job Goal:**

To help students overcome problems that impede learning and to assist them in making educational, occupational, and life plans that hold promise for their personal fulfillment as mature and responsible men and women.

**Performance Responsibilities:**

1. Registers students new to school and orients them to school procedures and the school's varied opportunities for learning;
2. Aids students in course and subject selection;
3. Maintains student records and protects their confidentiality;
4. Works to resolve student's educational handicaps;
5. Works to discover and develop special abilities of students;
6. Works to prevent students from dropping out of school;
7. Provides student information to colleges and potential employers according to provisions of the Board's policy on student records;
8. Plans guidance field trips to schools, colleges, and industry for interested students;
9. Makes recommendations to colleges for admission and scholarships;
10. Arranges for tutors and summer school work;
11. Guides students in their participation in school and community activities;
12. Obtains and disseminates occupational information to students and to classes studying occupations;
13. Helps students evaluate career interests and choices;
14. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health, and emotional adjustment;
12. Confers with parents whenever necessary;
13. Interprets the guidance program to the community through news media;
17. Provides in-service training in guidance for teachers;
18. Assists administrators and faculty members on the matters of student discipline;
19. Assists in the orientation of new faculty members;
20. To keep on file a two year running file on past graduates or to comply with QPA guidelines;



21. To give all tests that are required by the Principal or Superintendent;
22. To counsel with all students who are making D's and F's at the end of each nine (9) week period or as required by Principal; and
23. To meet with the Superintendent for conferences as often as required.

**Evaluation:**

Performance of this job will be evaluated annually in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

**POLICY D-5**  
**TEACHERS' DUTIES**

Teachers shall be directly responsible to the Principal of their respective buildings. They shall promptly and consistently carry out the instructions of their Principal and the Superintendent.

It shall be the duty of the teacher to keep informed concerning the rules, policies, and regulations of the Board of Education as stated in the Policy Handbook.

A teacher must hold a valid Kansas license to be eligible for employment. The teacher must present such license to the Clerk of the Board of Education for registration as soon as feasible after signing a contract and in no case later than one week prior to the time for entering upon his/her duties as a teacher.

A teacher must sign a contract prepared by the Superintendent and approved by the Board of Education to indicate his/her acceptance of a position. Failure to sign such contract by the time designated therein shall render such contract null and void and of no effect.

In accordance with the Continuing Contract Law, the Board of Education shall give written notice through the Clerk of the Board of Education by April 10 to any teacher whom it does not wish to re-employ; teachers shall notify the Board of Education by May 10, through the Superintendent of Schools, of their intent not to remain in the system.

A teacher is sometimes offered a position in another school system, which may provide professional advancement and may cause him/her to ask to be released from a contract in the local schools. If suitable replacement can be found and it is felt that the educational program of the school will not be impaired, a teacher may be released from the obligation of a contract. (See Policy: Release from Contract)

Teachers and other professional employees who are found to be inefficient in the discharge of assigned duties, disloyal to the interests of the school, or guilty of unprofessional conduct shall be dismissed.

During school hours teachers shall devote their time exclusively to school duties.

Teachers shall be responsible for the discipline of pupils enrolled in their classes, but shall have the freedom of consulting with the Principal. In case of a serious problem, the teacher should confer with the Principal.

**In all cases of punishment for disorderly conduct, the teacher shall avoid all appearances of anger or undue haste. No teacher shall slap or strike a pupil with hand or fist. Corporal punishment shall be administered only in extreme cases and then in the presence of the Principal. No teacher shall have the power to suspend or expel a pupil from school, but may when necessary for disciplinary purposes, send a pupil to the Principal's office. A teacher shall make immediate report of any unusual disorder among the students under his/her charge.**

**The Principal, after consultation with the teacher, may decide that a pupil should be suspended or expelled because of gross misconduct or persistent disobedience. No suspension may extend beyond the current semester, and no expulsion beyond the current year.**

**A teacher shall not dismiss his/her pupils earlier than the regularly scheduled time without permission of the Principal or Superintendent.**

**A teacher shall be responsible for classification and grading as well as for the promotion of his/her pupils in accordance with policy and instruction of the Principal.**

**The Board acknowledges that the awarding of marks and decisions relative to promotion or retention of children is a sole and serious responsibility of teachers. It is the Board's policy to support its professional staff in this professional duty. The Board feels that the professional staff can be depended upon to make all such decisions in the best interest of children. However, the Board considers it very important to good public relations that parents be consulted and well informed at an early date where retention is advisable.**

**It is expected that all teachers maintain a professional attitude in their relationships with their students and fellow teachers. They shall not at any time engage in controversial school issues in the presence of students. Matters in which teachers may be in disagreement should be discussed in private.**

**Teachers shall be responsible for the proper care of all books, apparatus, bulletin supplies and furniture owned by the Board of Education.**

**Teachers should understand that public school property cannot be lent for personal use.**

**All requests from teachers to custodians shall be made through the Principal, except in the event of unsatisfactory room temperature, or emergency.**

**Teachers shall observe all school regulations, seek professional growth, and participate in curriculum study.**

**POLICY D-6**  
**JOB DESCRIPTION: SUBSTITUTE TEACHERS**

In all cases of absence, the substitute teacher shall be secured by school officials, not by the teacher. Substitutes shall be paid by the Board of Education at a rate approved by the Board. Substitutes shall be paid only for the days they teach. Substitute teacher rates shall be subject to review and revision annually by the Board of Education. If a substitute teacher is in one assignment continuously for ten consecutive days and is assigned full responsibility including grading, preparation, and parent conferences, the certified teacher substitute shall be classified as a "long term" substitute and shall be paid at a daily rate of \$125 per day and a non-certified substitute to be paid at the daily rate of \$100.

Substitute teachers shall take over all duties of the regular teacher, including playground supervision and noon duty, and shall observe the regular teacher's hours. When possible, substitute teachers should be properly qualified and certified for the grade level or subject area in which they serve.

Substitute teachers are not to receive mileage.

**Other Performance Responsibilities:**

1. Reports to the Principal upon arrival 15 minutes before the official school opening;
2. Reviews with the Principal all plans and schedules to be followed during the teaching day;
3. Assumes responsibility for overseeing pupil behavior in class and during lunch and recess period;
4. Writes a note about work completed at the end of each teaching day and leaves it for the regular classroom teacher;
5. Remains in assigned classroom until 15 minutes after the official school closing; and
6. Reports to the building Principal at the conclusion of the teaching day, and verifies whether or not his/her services will be required on the next day.

**WEST ELK UNIFIED SCHOOL DISTRICT #282**  
**APPLICATION FOR SUBSTITUTE TEACHING**

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
TELEPHONE (620) \_\_\_\_\_  
SOCIAL SECURITY # \_\_\_\_\_ CERTIFICATE # \_\_\_\_\_  
CERTIFICATE - REGULAR \_\_\_\_\_ OR SUBSTITUTE \_\_\_\_\_  
LEVEL OF CERTIFICATION K-6 \_\_\_\_\_ OR 7-12 \_\_\_\_\_, OR K-12 \_\_\_\_\_  
CERTIFIED SUBJECTS \_\_\_\_\_  
\_\_\_\_\_

OTHER AREAS WHERE WILLING TO SUBSTITUTE \_\_\_\_\_

| <u>UNIVERSITY</u> | <u>HOURS</u> | <u>DATES</u> | <u>DEGREE</u> |
|-------------------|--------------|--------------|---------------|
| _____             | /            | /            | /             |
| _____             | /            | /            | /             |
| _____             | /            | /            | /             |

**SUBSTITUTE TEACHERS**

Three classes of substitute teachers may be employed or supervise within the West Elk District.

- 1) Whenever possible, substitute teachers shall be properly qualified and certified for the grade level or subject area in which they are employed. Certified substitutes shall receive \$70 per day or \$10.00 per hour for partial days.
- 2) Certified substitutes who are employed ten or more consecutive days in the same position, and who assume full teaching responsibility including lesson plans, conferences, grading, etc., shall be paid at a daily rate of \$125 per day and a non-certified to be paid at the daily rate of \$100.
- 3) Whenever a certified substitute cannot be secured, a non-certified (teacher-aide) substitute may be employed under the direction of the Principal and/or his/her designee.

Whenever a non-certified substitute is employed, the Principal may choose to move high-risk programs such as shop and physical education, to study hall rooms.

Non-certified substitutes shall receive a maximum \$70 per school day or \$10.00 per hour.

**POLICY D-7**  
**RELEASE FROM CONTRACT (TEACHERS)**

West Elk USD #282 plans to issue a renewal contract to previously employed teachers by May 1st of each year. Each teacher will then have until May 15<sup>th</sup>, or 30 days from the issuance of the renewal, to return his/her signed contract.

In addition, a contract may be offered to a new teacher at any time during the school year. Any such contract shall become official when signed by the new teacher and then approved by the School Board at a subsequent meeting.

In either case, the contract shall then be binding upon both the School Board and the teacher.

If any teacher subsequently requests a release from a binding contract, a financial penalty may be required. The amount of the penalty may be as follows:

|                                                         |          |
|---------------------------------------------------------|----------|
| May 16 <sup>th</sup> to June 30 <sup>th</sup>           | \$       |
| 400                                                     |          |
| July 1 <sup>st</sup> through the contracted school year | \$ 1,500 |

Other regulations:

Any teacher who requests a release at the end of the first semester and has made such request by November 30<sup>th</sup>, may be assessed a \$1,500 penalty except the Board may refuse to grant a release until a satisfactory replacement can be secured.

Any teacher who requests to be released at any other time during the school year or who breaks a contract by unilateral action may be assessed a \$1,500 penalty.

**POLICY D-7A**  
**RELEASE FROM CONTRACT (ADMINISTRATOR)**

West Elk USD #282 plans to issue renewal contracts to previously employed administrators by March 10<sup>th</sup> of each year. Each administrator will then have until April 10<sup>th</sup> to accept or reject the offered contract.

In addition, a contract may be offered to a new administrator at any time during the school year. Any such contract shall become official when signed by the new administrator and then approved by the School Board at a subsequent meeting.

In either case, the contract shall then be a binding upon both the School Board and the administrator.

If any administrator subsequently requests a release from a binding contract, a financial penalty may be required. The amount of the penalty may be as follows:

|                                                               |        |
|---------------------------------------------------------------|--------|
| May 10 <sup>th</sup> to June 14 <sup>th</sup>                 | \$600  |
| June 15 <sup>th</sup> to July 14 <sup>th</sup>                | \$700  |
| July 15 <sup>th</sup> to August 14 <sup>th</sup>              | \$800  |
| August 15 <sup>th</sup> through the<br>contracted school year | \$1000 |

Other regulations:

Any administrator who requests a release at the end of the first semester and has made such request by November 30<sup>th</sup>, may be assessed a \$1,000 penalty except the Board may refuse to grant a release until satisfactory replacement can be secured.

Any administrator who requests to be released any other time during the school year or who breaks a contract by unilateral action may be assessed a \$1,000 penalty.

**POLICY D-7.1**  
**RESIGNATION (LICENSED/CERTIFIED)**  
**(language aligns with KASB Policy GBO)**

The Board shall consider any licensed/certified employee's resignation which is submitted to the Board in writing. The Board may accept resignations from employees under contract when the resignation will be in the best interests of the district.

A licensed/certified employee who has signed a contract and accepted a teaching position in the district for the coming year or who has not resigned by the continuing contract notice deadline shall not be released from that contract to accept another position until a suitable replacement has been employed.

If the licensed/certified employee terminates employment in the district without complying with Board policy, the Board may petition the State Board of Education to have the teacher's certificate or license suspended.

**Exit Interviews**

Exit interviews may be conducted after an employee resigns.



**POLICY D-8**  
**TEACHER EVALUATION**

**Purpose of Evaluation**

The purposes of evaluation are as follows:

1. To improve the instructional program of the school district with the primary focus on student achievement;
2. To assist the employee in developing specific goals and job targets related to assigned areas of instruction and/or support for instruction;
3. To provide a basis for administrative recommendations for teacher improvement;
4. To maintain a standard of excellence for ALL students to be College and Career Ready upon graduation from West Elk;
5. To develop a "Plan of Improvement" for any Performance Areas that receive a rating of "Not Met" with specific targets, guidance, resources, and review dates included;
6. To ensure that ALL students are instructed by Highly Qualified licensed staff.

**Procedures for Evaluations**

The Superintendent of Schools, Director of Special Education, and Principal shall have responsibility to orient all licensed staff members within their jurisdictions concerning the evaluation process. This orientation shall include written information about the evaluation process, an opportunity to complete a self-evaluation, and an individual conference between each employee and the administrator who shall conduct the evaluation.

After proper orientation the administrator responsible to complete the evaluation shall conduct as many observations and conferences as necessary before completing the final evaluation at which time the written document shall be reviewed, discussed, and signed. Signature shall indicate acknowledgement of the evaluation, not necessarily agreement.

The West Elk "Negotiated Agreement" contains additional "Professional Employee Appraisal Policy" information under Item I.

**State Requirements**

The state requirements as outlined in K.S.A. 72-9001 shall be used to determine frequency and scope of personnel evaluation.

Specifically, the law requires the following:

1. All evaluations are to be made in writing, and all documents and responses are to be maintained in a personnel file for a period of not less than three (3) years.

2. Every employee in the first two (2) consecutive years of employment shall be evaluated at least two (2) times within the first 60 days of each semester.
3. During the third and fourth years of employment, each licensed employee shall be evaluated at least one (1) time each year by February 15.
4. After the fourth year of employment, each licensed employee shall be evaluated at least once in every three (3) year period by February 15.
5. At any time not later than two (2) weeks after the “acknowledgement date” of the final evaluation conference, the employee may respond in writing to his/her evaluation.
6. Evaluation documents and responses shall be available only to the evaluated employee, the administrator who conducted the evaluation, and others granted access by state law, or upon approval of the evaluated employee.

### **Local Regulations and Terms**

1. The Superintendent shall be evaluated by the Board of Education; The Principal by the Superintendent; and each licensed staff member by the Principal or Director of Special Education to whom the licensed teacher is assigned.
2. Evaluation of the Superintendent, Director of Special Education, and the Principal will be completed using the appropriate Performance Based Evaluation document designed for these positions, and will follow similar requirements to licensed teacher evaluations.
3. Evaluation documents, including responses, shall be provided to the 1) teacher, 2) Principal, and 3) the employee’s central file.
4. Additional evaluations, beyond the minimum required by State law, may be initiated by teacher request, administrator request, or Board request.
5. The main evaluation document shall be a performance based rating form which shall include seven areas of teaching effectiveness. Provision shall also be made for comments in a narrative form. Any “Not Met” rating shall require the completion of a “Performance Area Contract for Excellence”. Goals, objectives, and targets shall be a specific part of the document.
6. “Met” and “Progressing” shall be considered positive ratings, and “Not Met” shall be considered a negative rating.

### **PERFORMANCE ARE DEFINITIONS AND CLARIFICATIONS**

#### **Performance Area 1: The teacher oversees safe and orderly classrooms. As evidenced by:**

**Indicator 1: Creates a safe and orderly environment that facilitates positive behavior and learning for all students.**

**Indicator 2: Takes appropriate action when students exhibit emotionally/**

physically distressed behaviors.  
Indicator 3: Supervises other personnel as assigned.

**Performance Area 2: The teacher ensures student achievement for all student groups. As evidenced by:**

Indicator 1: Monitors the progress of individual students and student groups through the use of appropriate testing techniques, and with the assistance of technology when appropriate.

**Performance Area 3: The teacher builds positive school/community relations. As evidenced by:**

Indicator 1: Supports the mission of the school and district.  
Indicator 2: Facilitates cooperation between all persons in the school community.

**Performance Area 4: The teacher leads the students in developing constructive peer and student/teacher relationships. As evidenced by:**

Indicator 1: Assists students to develop appropriate communication skills.  
Indicator 2: Assists students in development of thinking skills.  
Indicator 3: Follows all district policies, handbooks, and regulations.

**Performance Area 5: The teacher oversees effective and efficient student performance. As evidenced by:**

Indicator 1: Sets high expectations for learning for all students based on their individual needs.  
Indicator 2: Uses a variety of instructional materials, activities, and approaches appropriate to the needs of individual learners.  
Indicator 3: Develops and monitors plans of improvement for students who are not meeting academic goals.

**Performance Area 6: The teacher practices responsible fiscal, facility, and resource management. As evidenced by:**

Indicator 1: Procures supplies and equipment by following building budget guidelines.  
Indicator 2: Establishes behavior guidelines that ensure the care and maintenance of district facilities and equipment.

**Performance Area 7: The teacher models positive professional attributes. As evidenced by:**

- Indicator 1: Participates in professional activities to enhance knowledge and skills.
- Indicator 2: Uses written and spoken language well.
- Indicator 3: Maintains parental contact.
- Indicator 4: Handles student work in a timely and effective manner.
- Indicator 5: Maintains classroom hours sufficient to meet job expectations.

### Evaluation Summary

An “Evaluation Summary” will accompany each evaluation document. The Evaluation Summary page is to be used by the teacher in his/her self-evaluation (optional), and by the Evaluator who is responsible for evaluating the teacher. Information to be included in the summary includes:

- Areas in which the teacher shows strength/skill;
- Areas in which the teacher needs improvement; and
- Targets to sustain performance, improve performance, or refine/replicated achievement.

### Performance Area Contract For Excellence

Any Performance Areas which have a rating of “Not Met” will require that the teacher and evaluator complete the “Performance Area Contract for Excellence”. The contract shall include:

- ✓ Areas Targeted for Improvements;
- ✓ Activities/Recommendations; and
- ✓ Timeline.

The evaluator and teacher will complete the “Comments” section of the contract and address the “Date of Next Review”. The teacher and evaluator will sign and date the Contract. The evaluator will then create the Performance Area 8 which will target the improvement areas addressed in the contract. The “Evidence” for improvement will be listed, and will include any and all Indicators that were “Not Met”. The evaluator will conduct as many observations and conferences as necessary to determine that the teacher has moved from the “Not Met” status to “Progressing” or “Met”. The evaluator may select to extend the timeline for the plan of improvement if he/she sees improvement.

### Source of Documentation

The teacher and evaluator will use the “Source of Documentation” form when conferencing with the teacher at the time the contract is completed. It contains “Possible Sources of Documentation” that may be used to address any “Not Met” Performance Area(s).

### Notification of Unsatisfactory Performance

If a teacher continues to be rated as “Not Met” in one or more Performance Areas following the timeline agreed to by the evaluator and teacher, then the evaluator will complete the “Notification of Unsatisfactory Performance” form. This form will list all “Areas Requiring Improvement”. It will be the responsibility of the

**evaluator to inform the teacher that he/she is not meeting the standard of excellence expected of all teachers employed by West Elk USD #282. The Due Process Law shall be followed if the teacher is recommended for suspension or dismissal from employment. The West Elk Board of Education is responsible for making all employment decisions.**

**POLICY D-8.1**  
**CLASSIFIED STAFF EVALUATION**

**Purpose of Evaluation**

The purposes of evaluation are as follows:

1. To improve the instructional program of the school district *with the primary focus on student achievement*;
2. To assist the employee in developing specific goals and job targets related to his/her assigned area;
3. To provide a basis for supervisor(s) recommendations for classified employee improvement;
4. To maintain a standard of excellence for ALL employees.
5. To develop a "Plan of Improvement" for any performance areas that receive a rating of "Not Met" with specific targets, guidance, resources and review dates included.
6. To ensure that ALL employees support the West Elk Board of Education's policies including the Board's vision, mission and goals.

**Procedures for Evaluations**

The supervisor(s) of each classified employee shall have responsibility to orient him/her to his/her position which shall include orientation to the evaluation process. This orientation shall include written information about the evaluation process, an opportunity to complete a self-evaluation, and an individual conference between each employee and the person(s) who shall conduct the evaluation.

After proper orientation the person(s) responsible to complete the evaluation shall conduct as many conferences as necessary before completing the final evaluation at which time the written document shall be reviewed, discussed, and signed. Signature shall indicate acknowledgement of the evaluation, not necessarily agreement. All employees have the right to respond in writing to the evaluation within two weeks following the signing of the evaluation document.

**Local Regulations and Terms**

1. Each classified employee is to be evaluated by May 1 of the current school year with any extension of time to be approved by the Superintendent. If an extension is granted, the evaluation document is to be completed, reviewed and signed by the supervisor(s) and the employee no later than June 30 of the current school year.
2. Evaluation documents, including responses shall be provided to the 1) classified employee, 2) supervisor(s), and 3) the original documents will be filed in the employee's central file.
3. The main evaluation document shall be a performance based rating form which shall include seven areas of performance. Provision shall also be made for comments in a narrative form. Any "Not Met" rating shall require

the completion of a “Performance Area Contract for Excellence”. Goals, objectives, and targets shall be a specific part of the document.

4. “Met” and “Progressing” shall be considered positive ratings and “Not Met” shall be considered a negative rating.
5. For each “Performance Area” on the evaluation document, specific “Indicators” of performance shall be provided.

### **PERFORMANCE AREA DEFINITIONS AND CLARIFICATIONS**

**Performance Area 1: The employee contributes to a safe and orderly work areas. As evidenced by:**

- Indicator 1: Fosters a safe and orderly environment for students and peers.
- Indicator 2: Takes appropriate action when students and/or peers exhibit emotionally/physically distressed behaviors.
- Indicator 3: Supervises other personnel as assigned.
- Indicator 4: Establishes safety procedures for supervised staff.
- Indicator 5: Follows approved procedures when climbing, moving furniture/equipment, lifting, and/or operating equipment.
- Indicator 6: Notifies the supervisor to report any unsafe conditions.

**Performance Area 2: The employee works to ensure student achievement. As evidenced by:**

- Indicator 1: The employee helps develop school climate and conditions that help ensure maximum student achievement.
- Indicator 2: The employee assists with student mentoring when assigned.
- Indicator 3: The employee completes assigned tasks in a manner that contributes to student achievement.

**Performance Area 3: The employee builds positive school/community relations. As evidenced by:**

- Indicator 1: Supports the mission of the school and district.
- Indicator 2: Facilitates cooperation between all persons in the school community.
- Indicator 3: Maintains the confidentiality of student information.

**Performance Area 4: The employee works to develop constructive peer and student/teacher relationships. As evidenced by:**

- Indicator 1: Supports use of appropriate communication skills.
- Indicator 2: Supports development of thinking skills when assisting peers or students.
- Indicator 3: Follows all district policies, handbooks and regulations.
- Indicator 4: Expresses self in a professional manner using appropriate speech and language.
- Indicator 5: Seeks resolution to conflicts in a calm and supportive manner.

- Indicator 6: Fosters a positive relationship with students and peers.  
Indicator 7: Responds to supervisor's requests in a prompt and courteous manner.

**Performance Area 5: The employee works to develop effective and efficient performance. As evidenced by:**

- Indicator 1: Sets high expectations for self.  
Indicator 2: Uses a variety of materials, activities and approaches appropriate to the needs of the position.  
Indicator 3: Develops and monitors plans and goals to improve individual performance.  
Indicator 4: Notifies the supervisor to recommend procedures, methods, or practices that would add to efficient individual performance.

**Performance Area 6: The employee practices responsible fiscal, facility, and resource management. As evidenced by:**

- Indicator 1: Procures supplies and equipment by following building purchasing/budget guidelines.  
Indicator 2: Follows established guidelines that ensure the care and maintenance of district facilities and equipment.  
Indicator 3: Uses assigned resources responsibly.

**Performance Area 7: The employee models positive professional attributes. As evidenced by:**

- Indicator 1: Participates in professional development activities to enhance knowledge and skills.  
Indicator 2: Uses written and spoken language well.  
Indicator 3: Maintains positive contact with supervisors, students, and peers.  
Indicator 4: Handles assigned duties in a timely and effective manner.  
Indicator 5: Maintains physical/skill requirements necessary to meet job requirements.  
Indicator 6: Is ethical and honest.

**Evaluation Summary**

An "Evaluation Summary" will accompany each evaluation document. The Evaluation Summary page is to be used by the employee in his/her self-evaluation (optional), and by the supervisor(s) who is responsible for evaluating the employee. Information to be included in the summary includes:

- Areas in which the employee shows strength/skill:
- Areas in which the employee needs improvement: and
- Targets to sustain performance, improve performance or refine/replicate achievement:

**Performance Area Contract for Excellence**



**Any Performance Areas which have a rating of “Not Met” will require that the employee and supervisor(s) complete the “Performance Area Contract for Excellence”. The contract shall include:**

- ✓ **Areas Targeted for Improvements:**
- ✓ **Activities/Recommendations: and**
- ✓ **Timeline:**

**The supervisor(s) and employee will complete the “Comments” section of the contract and address the “Date of Next Review”. The employee and supervisor(s) will sign and date the Contract. The supervisor(s) will then create the Performance Area 8 which will target the improvement areas addressed in the contract. The “Evidence” for improvement will be listed and will include any and all Indicators that were “Not Met”. The supervisor(s) will conduct as many conferences as necessary to determine that the employee has moved from the “Not Met” status to “Progressing” or “Met”. The supervisor(s) may select to extend the timeline for the plan of improvement.**

### **Source of Documentation**

**The employee and supervisor(s) will use the “Source of Documentation” form when conferencing with the employee at the time the contract is completed. It contains “Possible Sources of Documentation” that may be used to address any “Not Met” Performance Area(s).**

### **Notification of Unsatisfactory Performance**

**If an employee continues to be rated as “Not Met” in one or more Performance Areas following the timeline agreed to by the supervisor(s) and the employee, then the supervisor(s) will complete the “Notification of Unsatisfactory Performance” form. This form will list all “Areas Requiring Improvement”. It will be the responsibility of the supervisor(s) to inform the employee that he/she is not meeting the standard of excellence expected of all employees employed by West Elk USD#282. Classified positions are “at will” positions and may be terminated at any time.**

**POLICY D-8.2**  
**PRINCIPAL EVALUATION**

**Purpose of Evaluation**

The purposes of evaluation are as follows:

1. To improve the instructional program of the school district *with the primary focus on student achievement*;
2. To assist the employee in developing specific goals and job targets related to support for instruction;
3. To provide a basis for administrative recommendations for principal improvement;
4. To maintain a standard of excellence for ALL students to be College and Career Ready upon graduation from West Elk.
5. To develop a "Plan of Improvement" for any Performance Areas that receive a rating of "Not Met" with specific targets, guidance, resources and review dates included.
6. To ensure that ALL students are instructed by Highly Qualified licensed staff.

**Procedures for Evaluations**

The superintendent shall have responsibility to orient all principals concerning the evaluation process. This orientation shall include written information about the evaluation process, an opportunity to complete a self-evaluation, and an individual conference between each principal and the superintendent who shall conduct the evaluation.

After proper orientation the superintendent shall conduct as many observations and conferences as necessary before completing the final evaluation at which time the written document shall be reviewed, discussed, and signed. Signature shall indicate acknowledgement of the evaluation, not necessarily agreement.

**State Requirements**

The state requirements as outlined in K.S.A. 72-9001 shall be used to determine frequency and scope of personnel evaluation.

Specifically, the law requires the following:

1. All evaluations are to be made in writing and all documents and responses are to be maintained in a personnel file for a period of not less than three (3) years.
2. Every employee in the first two (2) consecutive years of employment shall be evaluated within the first 60 days of each semester.
3. During the third and fourth years of employment, each licensed employee shall be evaluated at least one (1) time each year by February 15.
4. After the fourth year of employment, each licensed employee shall be evaluated at least once in every three (3) year period by February 15.

5. At any time not later than two (2) weeks after the “acknowledgement date” of the final evaluation conference, the employee may respond in writing to his/her evaluation.
6. Evaluation documents and responses shall be available only to the evaluated employee, the superintendent who conducted the evaluation, and others granted access by state law or upon approval of the evaluated employee.

### **Local Regulations and Terms**

1. The principal shall be evaluated by the superintendent.
2. Evaluation of the principal will be completed using the appropriate Performance Based Evaluation document designed for the principal’s position and will follow similar requirements to licensed teacher evaluations.
3. Evaluation documents, including responses, shall be provided to the 1) principal, 2) superintendent, and 3) the principal’s central file.
4. Additional evaluations, beyond the minimum required by state law, may be initiated by principal request, or board request.
5. The main evaluation document shall be a performance based rating form which shall include seven areas of administrator effectiveness. Provision shall also be made for comments in a narrative form. Any “Not Met” rating shall require the completion of a “Performance Areas Contract for Excellence”. Goals, objectives, and targets shall be a specific part of the document.
6. “Met” and “Progressing” shall be considered positive ratings and “Not Met” shall be considered a negative rating.
7. For each “Performance Area” on the evaluation document, specific “Indicators” of performance shall be provided.

## **PERFORMANCE AREA DEFINITIONS AND CLARIFICATIONS**

**Performance Area 1: The principal oversees safe and orderly schools. As evidenced by:**

- Indicator 1: Implements effective procedures for ensuring a safe and orderly learning environment.**
- Indicator 2: Takes appropriate action when students exhibit emotionally/physically distressed behaviors.**
- Indicator 3: Complies with, or monitors compliance with, all state and federal laws.**
- Indicator 4: Implements board policies, rules, and regulations.**

**Performance Area 2: The principal ensures student achievement for all student groups. As evidenced by:**

- Indicator 1: Collects and reports data on academic achievement by all student groups.**
- Indicator 2: Monitors assessment of all students in basic skill areas.**
- Indicator 3: Evaluates effectiveness of teaching materials, activities, and approaches and provides assistance when necessary.**

**Performance Area 3: The principal builds positive school/community relations. As evidenced by:**

- Indicator 1: Supports the school and district mission.**
- Indicator 2: Promotes positive relationships between all persons in the school community.**
- Indicator 3: Facilitates effective site councils.**

**Performance Area 4: The principal leads the school in developing constructive student/teacher relationships. As evidenced by:**

- Indicator 1: Helps students develop responsibility for their conduct.**
- Indicator 2: Cultivates staff behaviors that promote respect of authority, tolerance of diversity, and appreciation of each student's potential.**

**Performance Area 5: The principal oversees effective and efficient staff performance. As evidenced by:**

- Indicator 1: Works with staff to develop and recommend standards for student learning.**
- Indicator 2: Plans in-service activities based on student and staff needs, and ensures they are effectively implemented.**
- Indicator 3: Recruits, supervises and evaluates instructional staff in accordance with policy and law.**
- Indicator 4: Interacts effectively with building/district personnel.**

**Performance Area 6: The principal practices responsible fiscal, facility, and resource management. As evidenced by:**

- Indicator 1: Organizes effective budget planning procedures.**

**Indicator 2: Ensures building expenditures do not exceed the limits set forth by the board-approved budget.**

**Indicator 3: Maintains building records and property.**

**Performance Area 7: The principal models positive professional attributes.**  
**As evidenced by:**

**Indicator 1: Engages professional growth activities as directed.**

**Indicator 2: Uses written and spoken language well.**

**Indicator 3: Delegates supervision when appropriate.**

**Indicator 4: Maintains office hours as determined by the superintendent.**

**Evaluation Summary**

An “Evaluation Summary” will accompany each evaluation document. The Evaluation Summary page is to be used by the principal in his/her self-evaluation (optional), and by the superintendent who is responsible for evaluating the principal.

Information to be included in the summary includes:

- Areas in which the principal shows strength/skill:
- Areas in which the principal needs improvement: and
- Targets to sustain performance, improve performance, or refine/replicate achievement.

**Performance Area Contract for Excellence**

Any Performance Areas which have a rating of “Not Met” will require that the principal and superintendent complete the “Performance Area Contract for Excellence”. The contract shall include:

- ✓ Areas Targeted for Improvements:
- ✓ Activities/Recommendations: and
- ✓ Timeline.

The superintendent and principal will complete the “Comments” section of the contract and address the “Date of Next Review”. The principal and superintendent will sign and date the contract. The superintendent will then create the Performance Area 8 which will target the improvement areas addressed in the contract. The “Evidence” for improvement will be listed and will include any and all Indicators that were “Not Met”. The superintendent will conduct as many observations and conferences as necessary to determine that the principal has moved from the “Not Met” status to “Progressing” or “Met”. The superintendent may select to extend the timeline for the plan of improvement if he/she sees improvement.

**Source of Documentation**

The principal and superintendent will use the “Source of Documentation” form when conferencing with the principal at the time the contract is completed. It contains “Possible Sources of Documentation” that may be used to address any “Not Met” Performance Area(s).

## **Notification of Unsatisfactory Performance**

**If a principal continues to be rated as “Not Met” in one or more Performance Areas following the timeline agreed to by the superintendent and principal, then the superintendent will complete the “Notification of Unsatisfactory Performance” form. This form will list all “Areas Requiring Improvement”. It will be the responsibility of the superintendent to inform the principal that he/she is not meeting the standard of excellence expected of all principals employed by West Elk USD#282. The West Elk Board of Education is responsible for making all employment decisions.**

POLICY D-9

**ASSIGNMENT, TRANSFER, PROBATION, REDUCTION IN STAFF**

The Board retains and reserves the right to assign, reassign and transfer all personnel. Also, whenever the educational needs of the district change, the Board retains the right to reduce its teaching staff.

**GBG Probation**

The authority to recommend to the Board that licensed staff members be placed on probation is delegated to the Superintendent. The Board, after hearing the Superintendent's recommendation for probation and after evaluating the evidence gathered by the administrative staff, may place a licensed staff member on probation. All conditions of the probation shall be in writing. One copy shall be given to the employee and one copy shall be placed in the employee's personnel file.

Failure by an employee to remedy the causes of probation may result in nonrenewal or termination of the employment contract.

**Reduction of Teaching Staff**

In the event the Board decides that the size of the teaching staff must be reduced, insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.

If the staff cannot be reduced by attrition due to resignations and retirement, the following steps will be utilized by the district's administrative staff to reduce the teaching staff:

- A. To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district. The Board shall determine the number of teachers needed to implement the district's education program. If it is determined that an excess number of teachers in any curricular areas are contracted, each teacher in the overstaffed area 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 teacher needs of the district.
- B. In the event two or more teachers have similar qualifications and skills in the over-staffed teaching area, the Superintendent shall recommend the tenured teacher, if any, for the position in question. For the 2014-15 and 2015-2016 school years (per the two year Negotiated Agreement approved by the Board and the West Elk Education Association), a tenured teacher is defined as a teacher who has had continuing employment with the district and held or gained tenure at the conclusion of the 2013-14 school year.

If two or more tenured teachers are available for one available position, the administration shall evaluate both teachers and recommend to the Board the teacher who best meets the educational needs of the district.

- C. Any licensed employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. The Superintendent will recommend to the Board reinstatement of any such teacher whom he/she deems qualified and able to serve the best interests of the district. The Board shall not be required to consider reinstatement of any such teacher after a period of one year from the date of nonrenewal**



**POLICY D-10**  
**EMPLOYEE CHRONIC INFECTIOUS DISEASE POLICY**

The West Elk USD #282 Board of Education adopts the following policy for employees known to have a chronic infectious disease (e.g., Aid/Aids Related Complex or Condition, Cytomegalovirus Infection, Hepatitis B., Herpes Simplex) and for ensuring a safe and healthy school environment.

1. Whenever an employee has been diagnosed by physician as having a chronic infectious disease, such employee shall report the diagnosis and nature of the disease to the Superintendent so that a proper reporting may be made to the County or Joint Board of Health as required by statute.
2. An employee afflicted with a chronic infectious disease dangerous to public health shall be required to withdraw from active employment for the duration of the illness in order to give maximum health protection to other District or school employees and to students.
3. The employee shall be allowed to return to his/her duties upon termination of the illness, as authorized by the employee's physician or as authorized by a health assessment team (e.g., employee's physician, public health personnel, Superintendent and personnel associated with the proposed employment setting).
4. The Board reserves the right to require a written statement from the employee's physician indicating that the employee is free from all symptoms of a chronic infectious disease.
5. In each case involving an employee with a chronic infectious disease the Board shall reserve the right to make a final decision regarding placement of the employee after taking into account the recommendations of the health assessment team, risks and benefits to both the infected employee and the others in the proposed employment setting.
6. No information regarding employees with chronic infectious diseases shall be released by District personnel, without the employee's permission in accordance with State and Federal statutes, or as required by State or Federal statutes.
7. Before releasing any information regarding employees with chronic infectious diseases, the Board shall consult legal counsel.

- 8. All Board discussions on issues related to employees with chronic infectious diseases shall be in executive session in order to preserve employee confidentiality.**
- 9. This policy will be updated as needed.**

ADOPTED 5/14/01  
UPDATED 9-12-05  
APPROVED 4-11-16

**POLICY D-11**

**PAYMENT OR MASTER'S/ADVANCED DEGREE COURSE WORK**

USD #282 will pay \$100 per credit hour tuition not to exceed \$1,800 per year to licensed staff working on an approved Masters/Advanced Degree program in their field. The following conditions must be met in order to receive payment:

1. The individual must have completed one year of service in the school district as a licensed staff member.
2. Any individual intending to utilize this policy must inform the Superintendent of Schools in writing and must have the support of the Superintendent before proceeding further. This support should be in writing and attached to the individual's written request.
3. A Masters/Advanced Degree program approved by the college or university and the Superintendent of Schools must be on file at the West Elk Central Office. Reimbursement will only be for those courses identified in the plan.
4. Payment will be made to the licensed staff member at the end of each semester or summer session when a transcript is provided showing successful completion of courses in the program plan. Payment for tuition is to be requested within the same school year the classes were taken. Late requests (those made in another school year term) may not be honored.
5. The maximum payment in a given school year will not exceed \$1,800.
6. Should the list of courses in the approved plan be changed or if a substitution is made then a letter signed by the university official indicating that the change is needed, and must be on file in the District Office with the original plan.
7. Payment will not be made for hours taken in conjunction with staff development or in-service where the school district has provided time off of work, registration fees and travel expenses.
8. Upon completion of the Masters/Advanced Degree and confirmation of the degree to the District Office with a transcript the individual will receive a one-time lump sum payment of \$1,000.
9. This policy is not retroactive to any hours or degrees prior to August 1, 2001.

**POLICY D-12**  
**NOTICE OF PROTECTION UNDER THE KANSAS TORT CLAIMS ACT**

As a teacher employed by Unified School District No. 282, Howard, Kansas, you are entitled to protection under that Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*

**1. What is the Kansas Tort Claims Act?**

It is the state statutory scheme which allows governmental entities, including public school districts, in the state to be sued for damages caused by the negligent or wrongful acts or omissions of employees, officers, or board members. In cases arising under the Kansas Tort Claims Act, liability is limited to \$500,000 for any number of claims arising out of a single occurrence or accident or to the extent of the district's insurance, whichever is greater. U.S.D. 282's insurance with regard to tort claims provides liability coverage for such claims up to \$500,000. (See K.S.A. 75-6101 *et seq.*)

**2. Are there any situations in which a school district may be exempt from liability for negligent acts?**

Yes, the law contains several exemptions. A school district and its employees are not liable, under the Tort Claims Act, for damages resulting from:

- Legislative functions, such as adopting or failing to adopt a policy;
- Judicial functions, such as a student or teacher due process hearing;
- Enforcement or failure to enforce a statute, regulation, or board resolution;
- Adoption or failure to adopt written personnel policies which protect persons' health or safety;
- Any claim based on the performance of or failure to perform a discretionary function or duty, regardless of whether discretion is abused;
- The assessment or collection of taxes;
- Any claim by an employee which is covered by workers compensation;
- Snow or ice or other temporary or natural conditions on school property;
- The plan or design for the construction or improvement to public property;
- Any claim for injuries resulting from the use of any public property intended or permitted to be used as a park, playground, or open area for recreational purposes, except in cases of gross or wanton negligence; or
- The natural condition of any unimproved public school property.

**3. Is the school district liable for all negligent acts of its employees?**

No. The district is only liable for acts or omissions of employees which occur in the scope of the employee's employment and which are done with actual fraud or actual malice.

**4. Will the district provide me a legal defense for claims under this act?**

Generally, yes. Upon request of an employee, the district shall:

- Provide for the defense of any civil action or proceeding against you, in your official or individual capacity or both, on account of an act or omission in the scope of your employment with the district; and
- Provide legal counsel to you when you are summoned to appear before any grand jury or inquisition on account of an act or omission in the scope of your employment with the district;
- The district has no right to recover expenses from you for this defense or representation, except as provided in K.S.A. 75-6109, and amendments thereto.

**5. Can the district refuse to provide me a defense under the act?**

Yes, the district may refuse to provide for the defense of an action against you or to provide you with representation if the district determines:

- The act or omission was not within the scope of your employment;
- You acted or failed to act because of actual fraud or actual malice;
- The defense of the action or proceeding would create a conflict of interest between you and the district; or
- The request was not made in accordance with law.

**6. How do I request the district to come to my defense or to provide me with representation?**

You must make a request for such in writing within 15 days of receiving service of process or a subpoena of the action. This request is to be filed with the board of education.

The district may reimburse you such reasonable attorney fees, costs, and expenses as are necessarily incurred if defending a claim against you for punitive or exemplary damages if: (1) The action or proceeding arose out of an act or omission in the scope of your employment; and (2) you reasonably cooperated in good faith in the defense of the claim.

**I acknowledge that I have been provided with notice protections provided to me in accordance with the Kansas Tort Claims Act.**

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Teacher Signature

Date

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Teacher Name (printed)

**PROPOSED 7-11-16**

**POLICY D13**  
**ADDITIONAL DUTY**

**The board may establish other educational assignments that may extend beyond the school day or time class is in session. Compensation for such assignments, if any, will be as specified in the negotiated agreement.**