Personnel Policies and Professional Employee Negotiated Agreement

Licensed/ Certified Staff 2012-2013

Developed and approved by Professional Council

Approved and Ratified by the Board of Education and Olathe NEA







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Olathe Public Schools USD #233



Olathe National Education Association

August 2012

Dear Staff,

We want to thank you for your support and patience with the Professional Council as we completed a new agreement to guide our cooperative work in educating students. In a very difficult economic climate, we will continue to work together to provide appropriate compensation and working conditions for our staff members.

Through a collaborative and cooperative process, the Professional Council develops the policy recommendations found in this agreement. Throughout 2011-12 the Professional Council has undergone a thorough review of all policies in the Negotiated Agreement (NA). Outcomes included: some policies remained the same; some were deleted; some underwent major modification predominantly in editing, reorganization for clarity, and/or title changes; some received minor editing. In addition, the Appraisal Process handbook was added to the NA in Appendix C. We hope you will find the Negotiated Agreement easier to navigate. All policies in the NA have been approved by the Olathe Board of Education and ratified by the Olathe Educators' Bargaining Unit.

The NA is located on the district intranet (O-Zone>Dept.&Committees>Professional Council>Negotiated Agreement) and the Olathe NEA website (www.olathenea.org/Bargaining). Additionally, all Board policies are located on the district website (www.olatheschools.com District>Board of Education BoardDocs/Policies). The provisions contained in this agreement provide important information related to employment conditions and professional service. A thorough understanding of this agreement assists all staff in the performance of their duties and promotes good working relationships within the organization. We encourage use of the information as a valuable resource for various questions that arise in the course of employment. Both administrative personnel of the District and the leadership of Olathe NEA can assist with clarifications of agreed upon language.

All involved with the process of developing and adopting this document hope you will find it helpful and useful. Most importantly, we hope it will assist you in providing excellent services to the students of our school district.

Sincerely,

Dr. Marlin Berry

Superintendent of Schools

Sincerely,

Calin Kendall

President, Olathe NEA

PARTNERS IN EDUCATIONAL EXCELLENCE

Section G-Certified Staff Policies

Title Expectations of Licensed/Certified Personnel

Number GBA Status Active

Legal

BOARD POLICY:

The Olathe Public Schools are committed to providing a quality education for all students in partnership with staff, students, parents, and the community. The mission of the Olathe Public Schools is "To provide a safe, positive environment where all students acquire knowledge and skills to be productive citizens". The purpose of the Olathe Public Schools is student learning. A quality staff is needed to achieve the mission and purpose.

Licensed/Certified staff are expected to adhere to the following:

- Core competencies of the district including the vision, the beliefs, student goals, and all guiding principles (staff, student, parent/patron).
- All Board of Education policies and the Negotiated Agreement.
- The Educator Standards/Indicators/Rubrics a component of the Appraisal Process.

All school district employees should conduct themselves in accordance with these expectations. As employees, we acknowledge that schools belong to the public. An employee's actions will be viewed and appraised by the community, his or her colleagues, and the students (Policy CB). Failure to adhere to these expectations may result in disciplinary action.

Our Vision...

• Students prepared for their future

Our Beliefs...

- All children can learn
- Together we achieve more

Our Core Values...

- Continuous improvement
- Life-long learning

Our Goals for Students...

- Apply academic skills
- Communicate effectively
- Think critically and creatively to solve problems
- Use and apply technology

- Maintain and enhance physical and emotional health
- Respect and work cooperatively with others
- Demonstrate self-management and practical life skills
- Contribute as responsible and productive citizens

Staff/Board Guiding Principles - Staff/Board will demonstrate in actions and words:

- Children First
- Respect for All
- Teamwork
- Excellence and Quality
- Commitment to Individual Needs

Student Guiding Principles-Students will demonstrate in actions and words:

- Honesty Truthfulness to oneself and others in both words and actions
- Respect Treating others as you wish to be treated
- Responsibility Doing what you're supposed to do when it needs to be done, even when no one is watching
- Trustworthiness Exhibiting dependable behaviors

Parent/Patron Guiding Principles-Parents/Patrons will demonstrate in actions and words:

- Positive Role Models
- Effective Communicators
- Respect for All

- Advocates for Education
- Actively Involved

Section G - Certified Staff Policies

Title Personnel Records

Number GBB Status Active

Legal

BOARD POLICY:

Personnel files required by the District shall be confidential and maintained in the Human Resources Division. These personnel files include various pertinent items listed in the Professional Files Content List in the Virtual File. Some evaluation files may be temporarily maintained at the building level site and then sent for permanent maintenance to the Human Resources Division. Employees have the right to inspect and copy their files under the supervision of an administrator.

The professional employee will be informed in writing of any document, not listed in the Professional File Contents List in the Virtual File, placed in the personnel file. The professional employee shall be given an opportunity to respond in writing to this document and that response will be placed with the document in the employee's personnel file.

A request by a third party for release of any personnel record shall be made in writing and submitted to the appropriate record custodian with signed permission to release the record from the employee. The record custodian shall administer the request as required by law.

All records and files maintained by the District may be screened and obsolete materials may be discarded.

All personnel files and evaluation documents, including those stored by electronic means, shall be secure.

Section G - Certified Staff Policies

Title Complaints

Number GBC Status Active

Legal

BOARD POLICY:

Complaints may be received by an administrator or supervisor related to a licensed/certified employee. The following guidelines, which support district expectations of licensed/certified personnel (Policy GBA), will be used for addressing complaints.

- A. After a complaint is received by an administrator, the administrator reviews the complaint to determine if the complaint requires action. A complaint might not require further action for a variety of reasons, including lack of merit, anonymous source, or inaccurate information. Anonymous communication, where the complainant is not known by the administrator, may be used as the basis for a review of a complaint, but an anonymous complaint results only in informal action and is not placed in an employee's Personnel File (Policy GBB). The anonymous communication cannot be used as part of the employee's appraisal.
- B. When a complaint requires further action, the administrator determines if informal or formal action is needed.
 - For complaints requiring informal action, the administrator shares the complaint with the staff member. The staff member attempts to resolve the complaint, communicating action with the administrator. No record of the complaint or action is placed in the staff member's Personnel File (Policy GBB).
 - For complaints requiring formal action, the administrator shares the complaint with the staff member, both verbally and in writing within 15 work days of receiving the complaint. The staff member and administrator jointly develop a plan to address the complaint, with implementation of the plan monitored by the administrator. Written information regarding the complaint and the plan of resolution may be placed in the staff member's Personnel File (Policy GBB). The staff member can provide a written response within 15 work days of receiving the written information about the complaint from the administrator and that response will accompany the written information. The staff member may request that this written information be removed from the staff member's Personnel File by contacting Human Resources Division. The Human Resources Division will review the request and determine appropriate action.

Section G - Certified Staff

Active

Title Discipline Number GBI

Status Legal

BOARD POLICY:

Employees of the District may be subject to disciplinary action for violation of Board policy, rules or regulations, and other just cause.

Prior to disciplinary action, as appropriate, an informal conference with the principal/supervisor may occur to inform the employee of the issue or concern and to provide an opportunity for response.

The severity of any violation will determine which disciplinary action is taken. In most cases, disciplinary action for repeated violations shall be progressively more severe. When warranted, disciplinary actions, from least to most severe, follow:

- <u>Disciplinary conference</u>: The employee is made aware of an issue or concern and is provided a written summary of the conference and a reminder of expectations. The summary will not be placed in an employee's personnel records (Policy GBB, Negotiated Agreement) but can be retained in the administrator's working portfolio. The employee has the right to respond to the summary of the conference in writing and that written response will be attached to the summary in the working portfolio.
- <u>Formal reprimand</u>. The employee receives written documentation of a violation and a copy of the reprimand is placed in the employee's personnel records (Policy GBB, Negotiated Agreement). The employee has the right to respond to the reprimand in writing and that written response will be attached to the reprimand in the personnel record.
- <u>Suspension with pay or reassignment (requires action by Human Resources Division).</u> The employee is given a suspension with pay (Policy GBK, Negotiated Agreement) or reassigned to another position.
- Non-renewal or termination (requires Board action). The employee's contract is non-renewed or terminated as per Policy GBK (Negotiated Agreement) and KSA 72-5436 et seq.

The employee may be placed on administrative leave with pay pending a fact-finding process.

Any disciplinary action taken, with the exception of non-renewal or termination, shall be subject to Grievance Policy (Policy GBZH, Negotiated Agreement) if the employee believes the disciplinary action taken was in violation, misinterpretation, or misapplication of this policy.

Evaluation will not be used as a disciplinary tool. Conferences between an employee or employees and the supervisor may take place related to administrative issues or concerns outside of violations of Board of Education policy.

Section G - Certified Staff Policies

Title Suspension

Number GBK Status Active

Legal

BOARD POLICY:

The superintendent shall have the authority to suspend licensed/certified employees with pay.

The superintendent may suspend licensed/certified employees with pay for alleged violations of Board policy, rules or regulations and other good cause.

If the suspension is continued and imposed on an employee pending dismissal, the employee is entitled to pay until the employee has had a due process hearing. The hearing shall determine whether further suspension shall be with or without pay.

Section G - Certified Staff Policies

Title Contract Information: Continuing Contract, School Year, Resignation,

Release From Contract

Number GBO Status Active

Legal

BOARD POLICY:

Continuing Contract

The Board and licensed/certified employees will adhere to all conditions of the continuing contract law of the general statutes of the State of Kansas including the notification date for non-renewal of contracts and the notification date for licensed/certified staff to resign from the District or their contract will be automatically renewed for the subsequent contract year. See Appendix B for specific statutory notification dates.

School Year

Non-administrative licensed/certified educators shall be on duty in accordance with the adopted school and personnel calendar (Appendix B, Negotiated Agreement).

Resignation (on or before the statutory notification date)

The Board shall accept the resignation of any licensed/certified employee which is submitted to the Board in writing on or before the statutory notification date for the subsequent contract year.

Resignation/Release from Contract (after the statutory notification date)

A licensed/certified employee who has signed a contract and accepted a position in the District for the coming year or who has not resigned by the continuing contract notification date shall not be released from that contract until a competent replacement has been contracted or when it is in the best interest of the District.

In the event any licensed/certified employee resigns or fails to honor the terms of the employment contract, the Board retains the right to enforce the contract according to Kansas statutes.

In the event the educator terminates employment in the District without compliance with Board policy, the Board may contact the Professional Practices Commission according to Kansas Statutes.

Section G - Certified Staff
Title Retirement Benefits

Number GBOA Status Active

Legal

BOARD POLICY:

Retirement is defined as eligible for Kansas Public Employees Retirement System (KPERS) retirement or disability benefits. Employees are requested to notify the Board of Education of an intent to retire. Specific deadlines for notifying the Board are outlined in Policy GBOG Voluntary Early Retirement Plan for licensed/certified staff members wishing to participate in the Voluntary Early Retirement Plan (VERP). Policies in section A and Section B below apply to all retiring licensed/certified personnel. The policy in Section C only applies to those not qualifying for VERP.

Section A: Conversion of Accrued Illness/Bereavement Leave

Any employee who retires and is KPERS eligible may use accumulated leave for health and dental insurance as described below.

- A. At the time of retirement, accrued Illness/Bereavement Leave may be converted into a Health Reimbursement Arrangement (HRA) account which can be used for the purposes of:
 - 1. Making payment toward selected District group health and/or dental plan(s) under Section 125.
 - 2. Reimbursing the employee for legal eligible medical expenses (for the employee and eligible dependents) as defined by the IRS Section 213 (d).
- B. To be eligible for this benefit, all of the following criteria must be met:
 - The employee must be retiring from a position provided with a health and dental benefit.
 - The employee must be licensed/certified, administrative, or other staff on a continuing contract.
 - The employee must be eligible for retirement under KPERS.
 - The employee must have been employed with the Olathe Public Schools for a minimum of five years.

If these criteria are met, the employee must submit a written application to the clerk of the Board or designee within 30 days following the retirement.

- C. For purposes of calculating the dollar equivalent for the accrued illness/bereavement leave, the conversion rate will be calculated annually at 1/10th of the Board of Education's monthly financial participation for health and dental insurance (based on a full-time employee individual health benefit, assuming wellness participation) for each day of accrued illness/bereavement leave. Those employees retiring who did not participate in the Wellness incentives their last full year of employment prior to retirement will have a lower conversion rate which does not reflect the wellness discount.
- D. For purposes of this Retirement Insurance Benefit Plan only, employees may accrue illness/bereavement leave beyond the length of the contract year for up to a maximum of 360 days.
- E. The retiree's HRA account will be terminated upon the death of the employee, with any remaining balance returned to the District.

F. The Board of Education may withdraw or terminate the Plan if notice is given, in writing to Professional Council, one year in advance of the fiscal year in which the termination of the policy will take place. Such action will not affect insurance payments to participants approved prior to the withdrawal, discontinuation, or termination. The policy will be reviewed annually and a report made to the Professional Council.

Section B: Continuation of Health and/or Dental Insurance Coverage after Retirement

Olathe District Schools will make coverage available for certain retirees under the District group health and dental plan(s) for the employee and their dependents.

- A. To be eligible for this benefit, all of the following criteria must be met:
 - The employee must be retiring from a position provided with a health and dental benefit.
 - The employee must be licensed/certified, administrative, or other staff on a continuing contract.
 - The employee must be eligible for retirement under KPERS.
 - The employee must have been employed with the Olathe Public Schools for a minimum of five years.
 - If all of these criteria are met, the full cost of the insurance is paid by the retiree. If these criteria are met, the employee must submit a written application to the clerk of the Board or designee within 30 days following the retirement.
- B. Once granted, the coverage may cease upon any of the following:
 - the retired employee attaining age 65
 - the retired employee failing to make required payments on a timely basis
 - the retired employee becoming covered or becoming eligible to be covered under a health plan of another employer.
- C. A circumstance could exist where a retired employee, who is currently enrolled in the District Group Health Care plan as noted above predeceases the spouse. The continuation for the surviving spouse with access to the District Group Health Care plan is extended if the surviving spouse was covered under the retired employee's Group Health Care Plan. The same criteria noted above for cessation of coverage for the retired employee also applies to the surviving spouse.

Section C: Monetary Retirement Benefits

This benefit applies to all retiring licensed/certified personnel except those who qualify for Voluntary Early Retirement Plan (VERP). The retirement benefit applies only to those licensed/certified employees who are retiring or are disabled. It does not apply to employees leaving the District for any other reason or to employees who choose to participate in the VERP. The benefit is based on years served in the Olathe Public Schools.

Upon retirement from the Olathe Public Schools, employees will receive a retirement benefit equal to 50% of the longevity entitlement earned during the period of employment up to a maximum of \$5,000. The amount will be paid into an employer 403(b) account within 30 days of the employee's establishment of the account.

Section G - Certified Staff Policies

Title Voluntary Early Retirement Plan

Number GBOB Status Active

Legal

BOARD POLICY:

Plan Eligibility Requirements:

- A. The Voluntary Early Retirement Plan applies only to licensed/certified and administrative staff members on continuing contract and paid from a USD 233 district budget funding source at the time of retirement. Licensed/certified staff is defined as those staff members who require a valid Kansas teaching license/certificate on file with the district and/or are compensated on the "Olathe Public Schools Salary Schedule." Administrative staff is defined as those staff members who require a valid Kansas teaching license/certificate and/or are compensated according to the Administrative Salary Guidelines.
- B. The employee must be formally retiring from the Olathe Public Schools after having held a valid employment contract with the District at the time of the election to participate in the Voluntary Early Retirement Plan. Further, the employee must have submitted an application to the Kansas Public Employees Retirement System (KPERS) in order to begin drawing benefits before the end of the calendar year.
- C. The employee must have completed a minimum of 15 continuous years of licensed/certified service in USD #233 to receive early retirement benefits. Employees with more than 15 years of service in USD #233 shall receive benefits as outlined in the schedule below. A Year of Service is defined as continuous employment for which the employee receives twice monthly payroll checks from USD #233. The term of employment shall be for an established school year as set forth by an adopted annual calendar. Further, such employment during the year must be in a covered retirement position and not seasonal or temporary. Administrative staff shall be eligible for schedule benefits with a reduction of three percent from the established rate schedule.

Note for retiring employees who are 3 or 4 years from the age of eligibility for full Social Security benefits at the end of their adopted personnel calendar: Individuals meeting all other policy requirements who are 3 or 4 years from the age of eligibility for full Social Security benefits at the end of their adopted personnel calendar may elect to receive the following:

For those 3 years from eligibility for full Social Security benefits:

In the first year following retirement, one-third of the combined total percent for Year 4 and Year 5 of the Years of Service Schedule in addition to the appropriate percent for Year 1. In Year 2, the employee will receive the appropriate percent for Year 2 according to the Years of Service Schedule and one-third of the combined total percent for Year 4 and Year 5 of the Years of Service Schedule in addition to the appropriate percent for Year 2. In Year 3, the employee will receive the appropriate percent for Year 3 according to the Years of Service Schedule and one-third of the combined total percent for Year 4 and Year 5 of the Years of Service Schedule in addition to the appropriate percent for Year 3. In no case shall the employee receive more than the total percent according to the Rate Schedule for Years of Service for five years.

For those 4 years from eligibility for full Social Security benefits:

One-fourth of the total percent for Year 5 of the Years of Service Schedule shall be added to the appropriate percent for Year 1, Year 2, Year 3, and Year 4. In no case shall the employee receive more than the total percent according to the Rate Schedule for Years of Service for five years.

Rate Schedule for Years of Service in the District

(Percentages relate to the employee's final annual base contract salary.)

Retiring Employees who are 5 or more years from the age of eligibility for full Social Security benefits:

	25+ Years	20-24 Years	15-19 Years
Year 1	19%	18%	17%
Year 2	15%	14%	13%
Year 3	12%	11%	10%
Year 4	10%	9%	8%
Year 5	9%	8%	7%

Retiring Employees who are 4 years from the age of eligibility for full Social Security benefits:

	25+ Years	20-24 Years	15-19 Years
Year 1	21.25%	20%	18.75%
Year 2	17.25%	16%	14.75%
Year 3	14.25%	13%	11.75%
Year 4	12.25%	11%	9.75%

Retiring Employees who are 3 years from the age of eligibility for full Social Security benefits:

	25+ Years	20-24 Years	15-19 Years
Year 1	25.33%	23.67%	22%
Year 2	21.33%	19.67%	18%
Year 3	18.33%	16.67%	15%

- D. Benefits apply for a maximum of five (5) years or until the employee reaches the age of eligibility for full Social Security benefits whichever first occurs.
- E. There are no survivor or death benefits associated with this Plan. Benefits terminate on the date of death of the employee.
- F. The Board of Education may withdraw or terminate the Plan if notice is given, in writing to the Professional Council, one (1) year in advance of the year in which the termination of the policy will take place. Such action will not affect early retirement payments to participants approved prior to the withdrawal, discontinuation, or termination.
- G. Benefits applicable under this policy shall be reduced in the first year by any retirement longevity payment due under other policies of the Board of Education. There will be no reductions in years two through five. The retirement longevity payment is defined as a retirement benefit equal to 50% of the longevity entitlement during the period of employment

up to a maximum of a total of \$5,000. This retirement longevity payment may be included in the final year's contract amount and deducted from Year 1 of the Voluntary Early Retirement Plan; or the employee may elect not to receive the longevity payment and begin receiving the full and appropriate amount on the Years of Service Schedule for Year 1.

- H. Benefits shall be paid in bimonthly payments directly into an employer 403(b) plan account, from which the employee may choose to withdraw their funds or move them into other personal investment options. If you are under age 55 at the time of retirement, a 10% IRS penalty may be applied to some distributions from your employer 403(b) account until you reach age 59-1/2.
- I. The district shall bear no responsibility for any cost associated with the Voluntary Early Retirement Plan other than the bimonthly payments stipulated as a percent of the participant's final base salary.
- J. As the approved Section 125 Plan requires current employment for eligible participation, participants in the Voluntary Early Retirement Plan shall not be eligible for participation in any Section 125 Benefits or nonemployer directed Tax Sheltered Annuity Programs.
- K. Employees wishing to participate in the Voluntary Early Retirement Plan must notify the Board of an intent to retire prior to February 1 of each year. The district may approve at its sole discretion participation in the Plan for notifications received after February 1 of each year but the district shall not be obligated in any way to make early retirement benefit payments for such notifications received after February 1.
- L. Employees over the age of 60 or eligible for Kansas Public Employees Retirement System retirement are eligible for voluntary participation each year from age 60 to the age of eligibility for full Social Security benefits with the understanding that payments will be made only through the month in which the employee reaches the age of eligibility for full Social Security benefits.
- M. Bimonthly payments associated with the Plan shall align with the normal district payrolls and begin with the first normal licensed/certified educator payroll of the new contract year or within 30 days of submitting proof of drawing benefits from Kansas Public Employees Retirement System (KPERS). K.S.A. 72-5395 requires: No payment pursuant to an early retirement incentive program as provided in this section shall be made prior to the retirement under the provisions of the Kansas Public Employees Retirement System (KPERS) for any employee of the district.
- N. The district shall report all payments as income as required by law for employer 403(b) plans and said income may be subject to applicable tax withholding at the time of employee withdrawal of funds.
- O. A Voluntary Early Retirement Plan individual may participate in the district's group health insurance plan through the Retirement Insurance Benefit Plan (Policy GBOA) at the expense of the individual.

Section G - Certified Staff Policies

Title Vacating a Position - Responsibilities

Number GBOC Status Active

Legal

BOARD POLICY:

To provide for continuity of services and operations in Olathe District Schools, staff members vacating their position shall meet with their immediate supervisor as soon as possible, regarding transition matters as outlined in district procedures for implementation of this policy.

The supervisor of the departing employee is responsible for implementation and accountability of the implementation procedures. The departing employee is responsible for completion of all procedural expectations unless a waiver has been approved in writing by the supervisor. Procedural expectations must be able to be completed within the employee's contract time.

The Superintendent or administrative designee may waive, or add to, the implementation procedural expectations on a case by case basis, to meet individual or district needs, providing that the expectations can reasonably be completed within the employee's contract time.

Any cost to the district related to additional staff time or efforts required for recovery or replacement of materials and information missing upon the employee's departure may result in a reduction of the departing employee's final compensation for liquidated damages (Worksheet, Appendix D, Negotiated Agreement).

Section G - Certified Staff Policies

Title Staff/Faculty and Special Topics Meetings

Number GBRD Status Active

Legal

BOARD POLICY:

For the smooth operation of a school, it is important for faculty and administration to meet regularly to dialogue, to problem solve, to collaborate, to inform each other, and to learn together. Topics for both Staff/Faculty and Special Topics Meetings should be of high priority and fulfill the needs of advancing the school and student learning. Items not requiring face-to-face time are communicated in writing, with an expectation that staff/faculty and administration are responsible for the written information. Two formal times for staff/faculty and administration to meet together collaboratively include:

Staff/Faculty Meetings: Staff Meetings are established by the Administration, providing as much advanced notice as possible except in emergency situations. Some Staff/Faculty meetings occur outside of the Professional day for typically up to forty-five (45) minutes per month beyond the Professional Day.

Other meetings may be called by the administration during the Professional Day (Including Elementary: approximately 8:00-8:20 and 3:40-4:00; Middle School: approximately 7:30-7:50 and 3:10-3:30; High School: approximately 7:30-8:00 and 3:00-3:30). Individuals with concerns about attendance should contact their building administrator prior to the meeting to discuss their needs.

Special Topics Meetings: Special Topics Meetings are established by the Administration and the lead Olathe NEA Association Representative after collaborative consultation aligned with the Collaborative Role (Policy GBZD, Negotiated Agreement) between these two building leaders only. Both will provide as much advanced notice as possible except in emergency situations. Input from the Building Leadership Team (BLT) may also be appropriate in establishing Special Topics Meetings. Professional Council can designate Special Topics Meetings for District initiatives by communicating the topic and time frame/limitations for the meeting to the building principal and lead Association Representative. A maximum of two hundred forty (240) minutes total per year, usually divided into four (4) sixty (60) minute sessions, eight (8) thirty (30) minute sessions, or other variation of 60 and 30 minute sessions not to exceed two hundred forty (240) total minutes may be scheduled. Individuals with concerns about attendance should contact their building administrator prior to the meeting to discuss their needs.

For efficiency, both Staff/Faculty and Special Topics meetings should be agenda-driven and agendas provided in advance, where possible.

Section G - Certified Staff Policies

Title Additional Duty

Number GBRE Status Active

Legal

BOARD POLICY:

The Board of Education, or its designee, may establish educational assignments that occur outside of the Professional Day. As a part of the Primary Contract, employees will participate in two (2) educational assignments outside of the Professional Day, as identified by the principal/supervisor. Examples of these educational assignments may include "back to school night," "curriculum activities", "transition activities", and/or "commencement/graduation." These assignments will be scheduled and communicated in advance to participating employees so they may arrange to participate as directed. Individual employee needs which conflict with assigned events should be communicated to the employee's principal/supervisor. However, communication will not automatically exclude the employee from attending. Principals/supervisors may approve absences from designated activities due to extraordinary circumstances. Discipline Policy GBI (Negotiated Agreement) will be applied if an individual chooses not to attend, and therefore fails to meet the requirements of the Primary Contract.

Section G - Certified Staff Policies

Title Consulting/Training Outside the District and Additional Income

Number GBRGA Status Active

Legal

BOARD POLICY:

Consulting/Training Outside the District

Licensed/certified employees may be excused from regular duty to perform technical or instructional services as consultants to other districts, government agencies or private industry. Professional leave may be approved for these requests, which are made through the out-of-the district Professional Activity process (Policy GBCCDA, Negotiated Agreement). Individuals who are denied for professional leave may request the use of personal leave when the request is approved by the district and the request does not fall within blackout days. Employees who receive compensation by outside agencies for such service may be approved as an absence without pay.

Additional Income

It is recognized that the employee may supplement his/her income. In order that the profession, the school district and the community will not be adversely affected, the following guidelines must be followed (Policy DL).

- District employees are prohibited from engaging in any activity which may be a conflict of interest and/or detracts from the effective performance of their duties.
- No employee will attempt, during the school day or on school property, to sell or endeavor to
 influence any student or school employee to buy any product, article, instrument, service or
 other items which would directly or indirectly benefit the school employee.

Section G - Certified Staff Policies

Title Use of District Facilities/Property Beyond Contracted Duties

Number GBRGB

Status

Active Legal

BOARD POLICY:

Educators offer opportunities for students outside of the primary contract duties which can result in additional monetary gain for the educator.

<u>Individual Tutoring/Private Instruction:</u> Educators may not receive payment for individual tutoring or other private instruction in or on district facilities/property. Individual tutoring/private instruction of students currently enrolled in a class taught by the educator is discouraged. The educator should refrain from using professional relationships with students for personal or private advantage.

Opportunities Beyond Private Tutoring/Individual Lessons: Opportunities offered by the educator(s) that require the payment of a fee must be made and will be approved through the facility rental process in conjunction with the Director of Athletics and Activities. This includes submission of a description of the proposed program and a program budget. These opportunities are subject to facility usage policies and procedures. This always includes proof of insurance and may include building rental fees. Activities which do not qualify under a not-for-profit status (5013c) must demonstrate that fees only cover activity costs, including a nominal payment to the educator(s) operating the activity.

Opportunities Arranged Through the School or District: Opportunities sanctioned by and arranged through the school or district do not incur facility rental fees and are covered by insurance. Stipends paid to staff are governed by policies in the Negotiated Agreement for payment rates.

Section G - Certified Staff Policies

Title Absence from Duties - Reporting

Number GBRJ Status Active

Legal

BOARD POLICY:

When an educator is going to be absent from duty, the individual notifies the designee per the building defined process. If a substitute is required, the educator shall report the absence through the approved substitute system.

Section G - Certified Staff Policies
Title Qualifications of Educators

Number GBZAB Status Active

Legal

BOARD POLICY:

Educators must meet licensure/certification requirements for the area in which they practice. Educator candidates must also hold or show proof of eligibility for Kansas licensure/certification in the area or level at which they propose to practice. When the license/certificate necessary for the educator's position is issued by a state agency other than the Kansas Department of Education (KSDE), the District will reimburse educators the renewal cost of that license/certificate after one year of initial employment. Those educators must make application to Human Resources, providing proof of payment for reimbursement.

The responsibility of maintaining a current and valid license/certificate on file with the Olathe Public Schools resides with each licensed/certified staff member.

Staff members, whose licenses/certificates have expired and who have all license/certificate renewal and application materials on file with the KSDE or other appropriate state licensing agency prior to the expiration date of their current license/certificate, will be considered licensed/certified until the application has been acted upon by the KSDE or other appropriate state licensing agency.

If a copy of a renewed license/certificate has not been filed in the Human Resources Division by the license/certificate expiration date, Human Resources staff will contact the KSDE or other appropriate state licensing agency. The purpose of this contact will be to determine if all license/certificate renewal and application materials are on file with the KSDE or other appropriate state licensing agency.

For a staff member who does not have all renewal and application materials on file with the KSDE or other appropriate state licensing agency, a district administrator will establish a conference with the staff member. Following the conference a recommendation may be made to the superintendent that the staff member be temporarily suspended. The duration of this recommended suspension will be until all license/certificate application renewal materials are on file with the KSDE or other appropriate state licensing agency. This suspension will be without compensation, calculated at the individual's daily rate of pay. No approved leave of absence policies will apply to the temporary absence from duty.

Section G - Certified Staff Policies
Title Duties and Responsibilities

Number GBZB Status Active

Legal

BOARD POLICY:

The first responsibility of the educator is the care and instruction of his/her students. Educators must maintain classroom procedures and conditions which contribute to a safe and appropriate learning environment.

Each educator has the responsibility of being professionally prepared. This is accomplished by participating in professional development, professional meetings, being knowledgeable about curriculum and instructional resources, becoming familiar with recent and current professional writings, being aware of other instructional resources, actively participating in curriculum planning and development, and the use of technology as a work and learning tool.

It is the responsibility of each educator to know and follow all state and federal laws, district policies, and rules and regulations as set forth in board policies and the Negotiated Agreement. Olathe Public School policies are located on the district website under Administration>Board of Education>Policies.

Section G - Certified Staff Policies

Title Managing Student Behavior

Number GBZBA Status Active

Legal

BOARD POLICY:

- A. Educators and other district employees have a responsibility to provide supervision to students. Professional employees of the District have a duty to exercise reasonable care not to injure students and to prevent students from being injured.
- B. The District recognizes its responsibility to provide assistance to educators with respect to the maintenance of student discipline and an educational classroom environment. The District will assist the educator with respect to the needs of students who may benefit from the services of counselors, social workers, school resource officers, administrators, and other specially trained persons.
- C. When in the judgment of the educator the student's behavior requires additional intervention or evaluation, the educator shall refer the student to the principal and/or administrator and/ or other appropriate professionals.
- D. When a student's behavior becomes unmanageable, the educator should request assistance.
- E. When confronted by violent or potentially violent behavior, employees shall take reasonable, appropriate, and lawful measures, as they deem necessary, to protect themselves and students from injury (Policy JCB).

Section G - Certified Staff Policies Title Assignment and Transfer

Number GBZCA Status Active

Legal K.S.A. 1977 Supp. 72-5436

BOARD POLICY:

Assignment

Assignments shall be defined as subject area(s), grade level(s), or other position(s) within a school or schools or other district-defined site. Employees shall be assigned to positions for which they are licensed/certified and which best serve the interests and needs of the students and the school district. The assignment location is categorized as building-based or district-wide program-based. Home School or Building is not synonymous with assignment location.

A district-wide program based assignment location is one in which the assigned location is subject to change due to factors including:

- program enrollment
- state / federal regulation
- caseload size or composition
- curricular program change
- alignment of student school feeder patterns
- adequacy of the facility to serve student needs.

It is possible that an educator's assignment location could be split between building-based and district-wide program-based assignments. If a district-wide program is remaining at a location but the number of staff in that assignment at that location is being reduced, the agreement provision "District Initiated Transfer Due to Reduction of Staff at a Building: Factors for Consideration" will be applied, unless the reduction is the result of compliance with federal/state laws or regulations. Where locations are being changed not due to reduction of staff, the "Assignment, Employee Initiated Transfer and District Initiated Transfer Not Due to Reduction of Staff at a Building: Factors for Consideration" provision will be applied.

New personnel to the District shall be informed of assignment and location by the superintendent or designee, including whether the assignment is a District-wide program location. District-wide program locations may change to meet the program needs. A list of district-wide program assignments agreed to by Professional Council, available in the Virtual File, will be maintained by Human Resources Division and reviewed annually in conjunction with Teaching & Learning.

Returning personnel shall continue in the existing assignment unless notified of a change of assignment by the superintendent or designee. Should reassignment be necessary, the staff member shall be notified in person, by phone, or in writing. If requested, individuals will be provided a personal conference with the person who provided the notification.

Employee Initiated Reassignment

Employee initiated reassignment shall be defined as an action which affects a change in the category, or description, of assignment. Principals may make recommendations to reassign staff within a particular building. An employee reassignment request shall be filed by submitting an online internal application to

Human Resources Division and shall be valid for the following school year, only. Applicants for reassignment shall be notified in writing of administrative action of their request.

Transfer

Transfer shall be defined as an action which affects a change of location of assignment. Transfer requests may be initiated by an individual employee or by the superintendent or designee.

Employee Initiated Transfer

An employee initiated transfer request shall be filed by submitting an online internal application to Human Resources Division on or before January 15 of the current school year to be in an applicant pool for vacancies not yet determined. Staff members may submit internal applications after the January 15 deadline, whenever vacancies are posted. Staff members who are interested in a particular vacancy should submit an internal application within five (5) days of the posting date of a specific vacancy.

Internal applications shall be valid for openings for the following school year, only. If a staff member has filed an internal application for a specific vacancy, and has been interviewed for the vacancy, the employee will receive written notice of the filling of that vacancy as soon as action on that position has been completed. Any employee who has submitted an internal application and elected not to inform the supervisor will be contacted by the Human Resources Division on or before June 1 to indicate the need to inform the employee's supervisor of the internal application on file. At that time, the employee will have the option to inactivate the internal application on file. Any internal application received after June 1 will automatically be shared with the employee's supervisor. Internal applications expire July 31. If an employee has submitted an internal application that is not related to a specific vacancy (for an applicant pool), the staff member shall be notified of administrative action, in writing, by August 1. Beginning August 1 employees must submit an internal application for any vacancy or submit an internal application for an applicant pool as per the above policy.

The Human Resources Division shall post known vacancies on a weekly basis from February through May. These vacancy notices are placed on the District Human Resources Division web site. The vacancy notification information will be available in the Human Resources Division and on the District web site during the summer months when staff members are not assigned to their buildings. The notification of vacancies will indicate grade level, subject level and location. When applying for specific vacancies or locations, the Human Resources Division may include a qualified internal applicant on more than one interview list with principals or supervisors for interviews occurring at the same time. If an employee's internal application is not selected for the position, the staff member may direct any questions regarding the action taken to the Human Resources Division.

<u>Assignment, Employee Initiated Transfer and District Initiated Transfer Not Due to Reduction of Staff at a Building: Factors for Consideration</u>

A primary factor to be considered prior to action on a) assignments and b) transfers which are employee initiated or district initiated for purposes other than reduction of staff at a building is continuous years of service in Olathe USD #233. Additional factors to be considered are personnel qualifications, licensure/certification endorsement, subject area(s) or grade level(s), total years of experience, types of educational experience, professional academic training (major and minor areas), assessment of performance, State of Kansas highly qualified requirements and administrator recommendation. In all cases, assignment and transfer action will be based on the best interests and needs of the school district.

<u>District Initiated Transfer due to Reduction of Staff at a Building: Factors for Consideration</u> It is the intent to provide the best education for the students of Olathe Public Schools.

- The initial step will be for the District, through the Human Resources Division and/or the building administrator, to seek volunteers within the building, level and/or department, and/or program as appropriate, to submit an employee initiated transfer request.
- If this initial step does not resolve the need for reduction of staff at the building, the Human Resources Division and/or the building administrator will ask for volunteers to be reassigned within the same building to a vacancy for which the employee is certified/licensed and designated as highly qualified per the Federal regulations.
- If these two steps do not resolve the need for reduction of staff at the building, factors to be
 considered will be personnel qualifications, licensure/certification endorsement, subject area(s)
 or grade level(s), total years of experience, types of educational experience, professional
 academic training (major and minor areas), assessment of performance, State of Kansas Highly
 Qualified requirements, administrator recommendation, co-curricular sponsorship/coaching,
 attributes aligned with the position, continuous years of experience in the current position, and
 continuous years of experience in the current building.
- Absence of significant differences in these factors, years of continuous service in Olathe USD #233 or seniority will be the primary determining factor with the staff having the most seniority having the choice to stay in a building or program or transfer.

Reduction in Staff

Whenever possible, reduction of staff shall be accomplished by normal attrition. Reduction in staff procedures shall be used when a reduction of personnel is necessary due to program elimination, insufficient enrollment in academic subject areas, grade levels, programs, or teaching fields, consolidation or modification of programs, decreased revenues, or any other reason which may require a reduction of personnel. Nothing in this provision shall be interpreted to diminish a professional employee's rights under Kansas Due Process Law.

Process

- 1. A list of assignment areas shall be developed annually by the superintendent or designee and provided to the Professional Council by December 1 of each year. The following criteria shall be used when determining categories:
 - a. Subject area
 - b. Licensure requirements
 - c. State categories or identifiers, such as vocational and career status, special education.
 - d. Grade level
- 2. If a reduction in force is necessary, the superintendent or designee will identify the area of reduction using the list provided to the Professional Council. Human Resources will prepare a list of all staff members to be classified within the assignment area affected by the reduction in force.
- 3. Staff members on the list will be ranked by continuous years of service in Olathe USD #233.
 - a. If a professional employee has taken a leave of longer than one semester, that year will not count as a year of seniority.
 - b. If two or more employees are tied in continuous years of service, the board approval date will be the tie breaker.
 - c. If the board approval date is the same, the district may break the tie using considerations identified in "District Initiated Transfer due to Reduction of Staff at a Building: Factors for Consideration."

- 4. Reduction in staff will be made based on the list established in the process identified above in reverse order of seniority.
- 5. Personnel subject to reduction of staff procedures shall be provided written notification of reduction.

Procedures for Callback

Professional employees whose positions have been reduced under this provision are entitled to callback for 365 days following reduction, counted from the end of the individual contract. The Human Resources division will develop a list of staff members who have been furloughed and who are eligible for callback. Vacancies will be filled from the callback list if possible.

- 1. Staff members on furlough will be considered as part of a callback list based on the following:
 - a. Suitable licensure for available position. Employees with expired licenses will be removed from the callback list.
 - b. Highly qualified status
 - c. Teaching experience in the available position within the last five years.
- 2. For each posted opening, Human Resources will determine callback order based on the same three criteria. If employees have the same licensure, highly qualified status, and teaching experience, human resources may use supplemental assignments, prior building assignments, and teacher appraisals to determine order of callback.
- 3. The employee may decline to be considered for callback two times without penalty. If a person on the callback list declines a third time, he/she will be removed from the callback list. A person may remove his/her name from the callback list for any reason.
- 4. No vacancy will be filled by an external hire or internal transfer until the callback list for that assignment area has been exhausted.
- 5. A person who is placed on the callback list and then re-employed from the callback list will not have an interruption in service. Such benefits as sick leave and other service-based credits will be restored to the employee. The person will be re-employed at the salary column and step at which he/she left the district.
 - a. If he or she has been employed for one semester or more in another position which would qualify for advancement on the salary schedule as defined in policy GBZEB, the employee will be entitled to whatever salary advancement has taken place in his/her absence.
- 6. It is the responsibility of the professional employee on callback to maintain with Human Resources a contact number and email address at which the professional employee can be reached. Human Resources will document contacts to employees for callback.
- 7. After callback rights have been exhausted, the district may re-hire a professional employee at the district's discretion. Re-employment in this case will be considered as re-employment following an interruption in service.
- 8. If Human Resources makes a contact and there is no response within 96 hours, the District may call another person on the callback list or may hire from other applicants if no one remains on the list.

Procedures of Notification

Personnel subject to reduction of staff procedures shall be provided written notification of termination on or before the date established by Kansas statute for non-renewal of the contracts of professional employees (K.S.A. 1977 Supp. 72-5436 et seq.).

Section G - Certified Staff Policies

Title Appraisal Process

Number GBZCB Status Active

Legal

BOARD POLICY:

All licensed/certified employees participate in the Olathe District Appraisal Process, as outlined in the Appraisal Brochure (Appendix C, Negotiated Agreement). The Appraisal Process meets the statutory requirements of the Certificated Personnel Evaluation Act K.S.A 72-9001 to 72-9006. Educators and administrators jointly developed the process, originally approved by the Board of Education in June 2000, with modifications approved in May 2012.

Quality educators are critical to achieving our purpose as an organization, student learning. The purpose of appraisal is to improve educators' skills and student learning. Appraisal is an essential component of professional growth along with preparation, professional development, PLC (Professional Learning Communities) interactions, and other experiences. Appraisal is an ongoing, collaborative process, based on open communication and rooted in standards of excellence. It reflects a continuum beginning with the new educator and continuing throughout the educator's career.

The Olathe Appraisal Process is based on expectations that include the following:

- Core competencies are the over-arching expectations of the district and include our district's vision, mission, and staff guiding principles.
- Goals, including the District Strategic Directions and Action Plan Goals, Building School Improvement Goals, PLC Goals, and Individual Goals.
- The five Olathe District Educator Standards and their accompanying indicators and rubrics. The five standards are:
 - Educators are committed to students and their learning.
 - Educators know their subject matter and how to teach it.
 - Educators create a climate for learning.
 - Educators are life-long learners.
 - Educators communicate and interact with others.

The appraisal process incorporates three levels:

- New Educator designed for both educators new to the profession and those new to the
 District with previous experience. All new educators participate in the New Educator process
 during their first four years in the district. Other aspects of the process include support from a
 master teacher, professional development, administrator observations/conferences, and
 written feedback, and implementation of an Action Plan. Summative Evaluations are conducted
 which provide the educator with feedback on all five of the educator standards and indicators.
 Specific dates and requirements are outlined in the Appraisal Brochure (Appendix C, Negotiated
 Agreement).
- Career Educator Educators in the Career Educator level participate in a three year cycle which
 includes review of strengths and needs which results in the development, implementation, and
 evaluation of an Action Plan. A Summative Evaluation is conducted during the three-year cycle
 which provides the educator with feedback on all five of the educator standards and indicators.

- Specific dates and requirements are outlined in the Appraisal Brochure (Appendix C, Negotiated Agreement).
- 3. <u>Struggling Educators</u> Educators who are struggling to meet expectations are provided opportunities to strengthen their skills. First, at the building level, educators receive support focused on identified needs under the direction of their appraiser. Educators requiring additional support are involved in the district Assistance Program, which is a peer assistance process. All non-administrative licensed/certified educators who have due process rights are eligible to participate in the Assistance Program. The Olathe Assistance Review Panel comprised of Olathe NEA and administrator representatives oversee the Assistance Program. Specific guidelines are outlined in the Appraisal Brochure (Appendix C, Negotiated Agreement).

Section G - Certified Staff Policies

Title Technology Use Standards Requirement

Number GBZCBA Status Active

BOARD POLICY:

The Olathe Public Schools, supported financially by our community, has made the use of technology as a work and learning tool a priority. In order to clearly articulate guidelines and expectations, the <u>Educator Personal Technology Use Standards</u> were developed.

All educators are required to meet the District's Educator Personal Computer Use Standards at the required level according to the Educator Personal Computer Use Checklist within three years from the starting date of their first personnel calendar. Continuing employees will have 3 years from June 30, 2009 to meet the same standards. Those not meeting this requirement will submit a plan for approval of how and when this requirement will be met.

Section G - Certified Staff Policies

Title Professional Day

Number GBZCC Status Active

Legal

BOARD POLICY:

All non-administrative licensed/certified educators are expected to work their contractual day. The contractual day is eight (8) hours, with specific times agreed to on a yearly basis as published in the adopted school calendar and supporting materials in Appendix B in the Negotiated Agreement.

Individual plan time is important for educators to prepare for professional responsibilities which include planning, preparation, evaluation of instructional activities, and maintaining parent/family communication. It is recognized that on occasion administrative meetings may occur during individual plan time, which is the exception and not the rule. Non-classroom educators will have individual plan time commensurate with this policy in varied increments for the purpose of planning, preparation, evaluation of instructional activities and maintaining parent/family communication.

All non-administrative licensed/certified educators will be granted at least a twenty-five minute (25) duty free lunch period each day except when a variance would be needed in the best interests of students and the school.

High School – Unless a variance is approved by the Professional Council, educators assigned to teach full-time in a high school program will have a schedule of five (5) classes from District approved courses, one (1) supervisory, one (1) period designated as individual plan time, and one (1) seminar period. (Appendix B, Negotiated Agreement) The approved variance procedures and scheduling guidelines are outlined in the High School Scheduling document (Appendix B, Negotiated Agreement).

Middle School – Unless a variance is approved by the Professional Council, educators assigned to teach full-time in a middle school program will have a schedule of five (5) classes from the District approved courses, one (1) supervisory or team duty period, one (1) period designated as individual plan time and one (1) academic extension period. The approved variance procedures and scheduling guidelines are outlined in the Middle School Scheduling document (Appendix B, Negotiated Agreement).

Elementary (Pre-K to 5th Grade) – Unless a variance is approved by Professional Council, all elementary educators assigned to teach full-time in an elementary program will normally have a minimum of 270 minutes per A-E rotation designated as individual plan time. In general, elementary plan time will be scheduled in blocks of at least 30 minutes. The approved variance procedures and scheduling guidelines are outlined in the Elementary Scheduling document (Appendix B, Negotiated Agreement).

<u>Itinerant Pool</u>: For educators whose schedule in a single building does not align with the professional day requirements after consideration of the District's staffing standards and based on the employee's FTE contract, the following will apply:

- The position will be submitted to the Human Resources Division indicating the FTE portion of the position that is available for the District's itinerant pool.
- District Initiated Transfer Due to Reduction of Staff at a Building: Factors for Consideration will be implemented (Policy GBZCA, Negotiated Agreement).

- Educators assigned to the itinerant pool for part of their FTE will have the opportunity to return to their prior FTE position when and if that position aligns with the District's staffing standards and appropriate professional day definition.
- Educators transferred to another building for their full FTE contract will have that building considered the new assignment for any further reassignment/transfer/itinerant pool actions.

Part-Time Employee Definition

A part-time licensed/certified employee is defined as an employee who works less than 1.0 FTE. A .5 middle or high school employee who works four (4) clock hours. Any variation from 1.0 to .5 will be figured by the number of clock hours worked.

Plan time for part-time licensed/certified employees will be allocated on a percentage basis based on the number of clock hours worked. For example, a .5 secondary employee who works four (4) clock hours would have half a plan period within the four (4) clock hours.

Elementary plan time for part-time employees would be on a percentage basis of weekly allocated plan time for full-time employees. For example, a .5 kindergarten educator would have included in their scheduled work time, one half of the allotted plan time for a full-time elementary educator.

Part-Time Staff

All part-time staff will participate in Professional Development days commensurate with their contract amount. For example, .5 staff will be expected to attend .5 of the identified District and/or building Professional Development days. After discussion with their immediate supervisor, part-time staff will identify by August preservice the day(s) for participation for the school year. The selected dates will be submitted to the Teaching & Learning Department to assist with attendance information. All part-time staff are encouraged to attend all Professional Development days. Days beyond the contractual amount required will results in Professional Development Points (knowledge level) (Policy GBZEA, Negotiated Agreement).

Job Share

The Olathe Public Schools support job-sharing opportunities as a way to meet some personal or professional needs of licensed/certified staff members. Criteria have been established so that no job-sharing agreement hinders educational services to Olathe Public Schools. The Job Share application and instructions can be found on the District web site.

Section G - Certified Staff Policies

Title Flex Days
Number GBZCCA
Status Active

Legal

BOARD POLICY:

Flex days provide staff members with time to accomplish important tasks, but with some flexibility in their work schedule. Two types of flex days are available for educators:

- 1. Beginning of the Year Flex Days for both staff on 187 day contracts and those on contracts longer than 187 days.
- 2. Other flex options for staff on longer than 187 day contracts.

Beginning of the Year Flex Days:

- Staff on 187 Day Contracts
- Staff on Longer Than 187 Day Contracts
 The beginning of the year flex day for staff on longer than 187 day contracts varies depending on position. There are 3 categories:
 - Category 1: School psychologists, Library Media Specialists, Career Technical Education Teachers, Counselors
 - Category 2: IRTs, Coordinators, and Facilitators, who receive a responsibility factor.
 - Category 3: 242-day Certified/licensed staff

Specific guidelines for these beginning of the year flex days are available in Appendix B, Negotiated Agreement.

<u>Flex Options for Staff on Longer Than 187 Day Contracts</u>: The District and the Association recognize that there may be a need to flex the contract dates outside the standard 187 day contract as published in the negotiated agreement, due to either a staff member's or administrator's needs.

- For staff member initiated requests to flex the work days outside (before and/or after) the typical 187 day contract, the employee must request to the administrator to flex the days. The written request will include the number of days, the reason, and when the days will be worked in lieu of the published schedule and should be accompanied by a face-to-face meeting. If mutually agreed upon, those days may be flexed, not requiring the use of a leave.
- For administrator initiated requests to flex the published contract days outside (before and/or after) the standard 187 day contract, the administrator shall work with the employee to determine dates that better meet the needs of the building. If mutually agreed upon, those days may be flexed, not requiring the use of a leave. The administrator's written request will include the number of days, the reason, and options as to when the days could be worked in lieu of the standard schedule and should be accompanied by a face-to-face meeting.

In both cases, flexing is defined as working a day or multiple days (as defined by the Personnel Calendar Employment Dates for Primary Contracts) during a future date or date outside the parameters listed for the position on the district employment calendar. A maximum of 7 days may be flexed in addition to other days available for flex. When possible, attempts should be made to flex work dates within the same contractual, fiscal year (July thru June). A copy of the approved request will be maintained by both the administrator and the employee.

Section G - Certified Staff Policies
Title Variances to the Agreement

Number GBZCCB Status Active

Legal

BOARD POLICY:

Professional Council may approve variances to specific provisions of this agreement. Variance requests in the categories listed below will be evaluated by the Professional Council Variance Subcommittee.

- A. **Preservice Calendar and Professional Development Days:** See Appendix B (Negotiated Agreement) for a variance request template to request a change in the preservice calendar or a professional development day. The principal/supervisor, lead Olathe NEA association representative, and Building Leadership Team members come to consensus prior to submitting the variance request.
- B. **Out-of-District Professional Activity Requests:** Out-of-district Professional Activities are not approved for Professional Development Days or Parent Teacher Conference days. Staff who wish to submit a request for an out-of-district Professional Activity on either of these days must submit a request for a variance along with their out-of-district Professional Activity (a MyLearningPlan form).
- C. **Individual Variances:** Forms for individual variance requests are included in the Scheduling Documents (Appendix B, Negotiated Agreement).

Section G - Certified Staff Policies

Title Leaves
Number GBZCD
Status Active

Legal

BOARD POLICY:

Licensed/certified employees may apply for leaves of absence in accordance with policy:

Policy GBZCDA Leaves - Daily or Short Term

Policy GBZCDB Leaves - Long Term Policy GBZCDB-A Leaves - Military

Policy GBZCDB-B Leaves – Political Activities

Policy GBZCDB-C Leaves – Sabbatical

Absence Without Pay

For each authorized absence without pay, the employee shall be deducted at the employee's current daily rate (annual salary/days of contracted work).

Section G - Certified Staff Policies
Title Leaves - Daily or Short Term

Number GBZCDA Status Active

Legal

BOARD POLICY:

Daily or Short Term Leave

Leaves of absence for daily or short term absences (generally less than ten [10] consecutive days) may be granted for approved reasons as outlined below: (NOTE: All leave is earned and granted at the employee's FTE contract rate. i.e. a .5 contract employee earns .5 day and is deducted a .5 day for each leave day used.) Daily or short term leave may be taken in increments of .5 day (4 hrs) or 1 day (8 hrs).

Illness/Bereavement Leave

Illness/Bereavement Leave is defined as days of absence from duty because of personal or family illness or injury or bereavement for which no deduction is made in regular monthly or annual compensation of the employee.

- A. Illness/Bereavement leave may be utilized for:
 - 1. Illness or injury of the employee.
 - 2. Illness or injury of household family members of the employee.
 - a. Household family members shall include those individuals living at the residence of the employee or employee's children living outside the household.
 - 3. Illness or injury of immediate family members of the employee.
 - a. Immediate family members shall include the employee's parents, grandparents, brothers, sisters, grandchildren, as well as the parents, grandparents, brothers, sisters, grandchildren, and children of the employee's spouse.
 - 4. Death of household or immediate family members of the employee. Special Note: In cases of the terminal illness or the death of a member of the employee's immediate/household family, up to 5 days of leave in a contract year will be provided to the employee at no deduction from the employee's yearly or accumulated Illness/Bereavement Leave. The employee must make written request to Human Resources for this leave credit.
 - 5. Two Illness/Bereavement Leave days may be converted to one additional Personal Business leave day per year for unforeseen circumstances or circumstances beyond the control of the employee when the employee has utilized all available Personal Business Leave. (Also see Personal Business Leave in this policy)
- B. The term days as used herein is defined as days on which the employee drawing Illness/Bereavement Leave would normally have reported for duty.
- C. Employees whose work year does not exceed ten (10) months shall be allowed annual Illness/Bereavement Leave at the rate of thirteen (13) days per school year. Employees whose work year exceeds ten (10) months shall be allowed one (1) additional day per month per year. All leave days are earned and used at the same rate as the employee's current FTE contract rate.
- D. The annual amount of Illness/Bereavement Leave shall be credited to the employee each September 1st. At the same time, all prior unused leave shall be credited to the employee. If an employee leaves employment prior to the end of his/her contract, the annual amount will be prorated for only the time worked.

- E. Any employee absent for more than three (3) consecutive days due to personal illness may be required to present a statement from a physician indicating the nature of the illness associated with the absence. Further, the District may require a physician statement indicating the readiness of the employee to resume duties. Such statements from physicians shall be provided at the employee's expense.
- F. Final decisions on cases not directly covered by these regulations shall be left to the discretion of the superintendent or designee.
- G. Resignation or termination of employment shall automatically void all accumulated days of leave except those specified in the Retirement Insurance Benefit Plan
- H. For Illness/Bereavement Leave purposes, in no instance can accumulated leave extend beyond the length of the contract days. Any additional days of accrued leave, beyond the contract length, may be used only for the Retirement Insurance Benefit Plan.
- I. Illness/Bereavement Leave is applicable for absences due to pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery there from during the period of actual incapacitation of the employee from performance of their duties.
- J. Employees with accumulated illness/bereavement leave may exchange the accumulated leave days for a contribution by the District to the employee's Health Reimbursement Arrangement Account (HRA) the year the employee will be retiring under KPERS under the Retirement Insurance Benefit Plan (Policy GBOA, Negotiated Agreement).

Personal Business Leave

Personal Business Leave is defined as absence from duty because of reasons deemed of personal importance to the employee, for which approved leave will be allowed without deduction in pay.

A. General Personal Business Leave procedures:

- 1. All leave which does not align with Illness/Bereavement Leave must be taken as Personal Business Leave.
- 2. Licensed/certified employees with one to ten (1-10) years of employment in the Olathe District receive two (2) days of Personal Business Leave. After ten (10) years of employment, an employee receives three (3) days of Personal Business Leave. After fifteen (15) years of employment, an employee receives four (4) days of Personal Business Leave. All leave days are earned and used at the same rate as the employee's current FTE rate.
- 3. The District will approve a total of 40 Personal Business Leave days per school day for licensed/certified staff. Of the total 40 Personal Business Leave days per school day, 30 will be granted for staff requiring a substitute teacher and 10 will be granted per school day for staff not requiring substitutes
- 4. Personal Business Leave may be used in full day or half day units.
- 5. Two Illness/Bereavement Leave days may be converted to one additional Personal Business Leave day per year for unforeseen circumstances or circumstances beyond the control of the employee (nondiscretionary) when the employee has utilized all available Personal Business Leave. No additional discretionary Personal Business Leave will be granted if all Personal Business Leave days have been used. This Personal Business Leave may be contiguous to other nondiscretionary Personal Business Leave days (Also see Illness/Bereavement Leave in this policy).
- 6. Any days eligible to be used by the employee as Personal Business Leave day(s) and not taken in the current contract year will be a) accrued as Illness/Bereavement Leave or b) exchanged for contributions into one of the accounts listed below.

- a. If option a is chosen by the employee, each unused Personal Business Leave day will accrue as two (2) Illness/Bereavement Leave days (one Personal Business Leave day = two Illness/Bereavement Leave days). On an annual basis, the Personal Business Leave day(s) not utilized under this policy will be added to the Illness/Bereavement Leave account of the employee at the end of each current school year.
- b. If option b is chosen by the employee, each unused Personal Business Leave day will be doubled for purposes of contribution by the District into one of the following accounts: Medical Expense Reimbursement, Dependent Day Care, 403(b) or 457(b) plan. Once doubled, each Personal Business Leave day will be equal to the per day worth of illness/bereavement days exchanged under the Retirement Insurance Benefit Plan (BGOA) policy. This amount will be contributed into the Medical Expense Reimbursement, Dependent Day Care, 403b or 457(b) plan accounts in the subsequent fiscal year.
 - i.e., If the employee has 2 unused Personal Business Leave days not taken in the current contract year, by fiscal year end, those 2 unused days will be converted to 4 days X the annual calculated rate at approximately 1/10th of the current year's monthly Board of Education participation in the Health/Dental insurance premiums. Exact annual rates are included in Appendix A (Negotiated Agreement).
- 2. The Human Resources administrator may convene a subcommittee of Professional Council as needed during the year for additional input on decisions concerning Personal Business Leave requests.

B. Discretionary Personal Business Leave:

- 1. Must be requested and approved by the principal at least two work days in advance of the absence.
- 2. May not be utilized during the first two (2) weeks of the students' school term or during the last three (3) weeks of the students' school term [Blackout Days] unless a reason is given in writing to the Human Resources administrator responsible for Personal Business Leave. The employee agrees to either deduction of salary equal to the daily substitute rate in addition to use of a Personal Business Leave day or deduction of Personal Business Leave at a 2-for-1 deduction per day of absence.
- 3. May not be used one day prior to or after an established holiday (Labor Day, Martin Luther King Jr. Day, and President's Day) or two days prior to or after Thanksgiving, Winter, and Spring Break. (For the purpose of this policy days are defined as student attendance or professional workdays.) [Blackout Days] For the one day prior to or after an established holiday and the two days prior to or after Thanksgiving, Winter, and Spring Break. If a reason is given in writing to the Human Resources administrator responsible for Personal Business Leave and the employee agrees to either deduction of salary equal to the daily substitute rate in addition to use of a Personal Business Leave day or deduction of Personal Business Leave at a 2-for-1 deduction per day of absence, discretionary Personal Business Leave will be approved.
- 4. May not be used during Parent-Teacher Conferences or on professional development days scheduled or approved by the District. [Blackout Days]. The provision listed in sections E and F above for approval if the employee agrees to either a deduction of salary equal to the daily substitute rate in addition to use of a Personal Business Leave day or a deduction of Personal Business Leave at a 2-for-1 deduction per day of absence does NOT apply.

5. Is limited on any day to ten percent (10%) of the licensed/certified staff at any elementary or middle school and five percent (5%) of the licensed/certified staff of any high school. Beginning April 1, Personal Business Leave is limited on any day to seven percent (7%) of the licensed/certified staff at any elementary or middle school and three percent (3%) of the licensed/certified staff of any high school.

C. Nondiscretionary Personal Business Leave:

- When circumstances are beyond the control of the employee, and/or unforeseen by the
 employee and/or prevent prior notice, an employee will be granted a maximum of two (2)
 Personal Business Leave days without the two (2) day prior notice, when building
 percentage caps and/or District daily cap are met, or during blackout days with the
 approval of the Human Resources administrator in charge of daily leaves or designee.
- 2. All nondiscretionary Personal Business Leave must be requested in writing on the approved form (in Appendix B of the Negotiated Agreement) to the Human Resources administrator in charge of daily leaves or designee. This form provides specific examples of Nondiscretionary Personal Business Leave.

Jury Duty or Other Legal Proceedings

Leave without deduction in pay may be allowed to answer a jury summons, subpoena, court summons or participation in professional employment related litigation.

Non-School Community Activities:

Prior approval must be obtained from the superintendent or designee for participation in non-school community activities which take place during school time.

Professional Leave – Out-of-District Professional Activities

Staff members participating in professional development opportunities can ultimately benefit our students' learning. Meeting the educational needs of today's student requires continual updating and refining of skills. USD 233 is part of the Kansas Professional Development Program. Because the Board of Education believes in continuous professional learning, as does the administration and

Professional Council, funds and time are allocated to professional development. Both in-district and out-of-district professional development opportunities are provided.

Professional Leave may be granted for activities related to the employee's professional service under the following conditions:

Leave for completion of the requirements of the Highly Qualified provisions, or the National Board of Professional Teaching Standards (NBPTS) certification process.

Professional Activity Approval

In order to evaluate the merits of each request of Out-of-District Professional Activities and assign funds on a priority basis, the following criteria and procedures have been developed.

Criteria:

- A. The activity is congruent with District philosophy.
- B. The activity must match goals based on the Educator Standards outlined in an approved District Staff Development Plan or Building Staff Development Plan. All plans are approved yearly by the Staff Development Council.
- C. Attendance at the Activity enhances the educational program provided to Olathe District students

- D. Attendance at the Activity is supported by your administrator/supervisor who indicates how attendance will improve instruction, be shared with colleagues, assist in meeting goals, and ultimately benefit students.
- E. Individuals who are officers of organizations receive consideration, but approval is not automatic.
- F. Individuals who would like to be a presenter should seek approval prior to making a final commitment to present. Being selected as a presenter does not result in automatic approval.

<u>Donor Leave for Organ, Tissue, Bone Marrow, and Blood Donation</u>

Eligible employees may be granted paid leave without charge to other accrued leave, for the purpose of becoming a donor to another individual of organs, tissue, bone marrow, blood or blood products and recovery from the procedures involved. This may include medical testing or other procedures to determine donor compatibility. Leave for this purpose will not be considered Family and Medical Leave, is only available when the eligible employee is the donor, and does not apply to caring for other family members who are donors.

Available paid leave for this purpose includes:

- A. Up to 15 working days (120 hrs) of paid leave without charge per fiscal year (July thru June) for donation of a kidney or any portion of a liver.
- B. Up to 5 working days (40 hrs) of paid leave without charge per fiscal year (July thru June) for donation of adult bone marrow.
- C. One-half day (up to 4 working hours) of paid leave without charge every 6 months for the donation of blood, blood platelets, or other medically approved blood products
- D. The combined total of paid leave for purposes A to C above for any individual employee shall not exceed 15 working days (120 hrs) of paid leave without charge per fiscal year (July through June).

Eligibility

- A. Eligible employees for this policy include regular full-time and regular part-time employees who have been employed at least 6 months, are half-time FTE or greater, and does not include persons employed on temporary agreements or as substitutes.
- B. Employees already on approved sabbatical, other leave of absence, or temporary suspension of employment are not eligible during the duration of their current leave or suspension.
- C. For part-time employees, the term "days" of leave used herein is defined in terms of the employee's actual FTE, and all leave is converted to hours for attendance records

Requests and Approval

- A. Eligible employees must request leave for this purpose in advance through the Human Resources Division, except when deemed a medical emergency and with supporting documentation to that effect by a licensed medical professional.
- B. Requests shall be in writing on the district form approved for that purpose, and accompanied by medical verification including support of the request and expected duration of the leave
- C. The employee seeking to become a donor does not have to exhaust other illness/bereavement, vacation, or personal business leave prior to requesting donor leave.

Additional information

A. Employees granted leave under this policy will continue their regular payroll dates without interruption due to donor leave. While on donor leave, employees continue to receive the same benefits as when actively working.

- B. For the purposes of determining seniority, continuing contract status, pay advancement, other benefits, or other attendance related determinations the employee on donor leave shall be considered as having uninterrupted service.
- C. Donation of blood to a district sponsored blood drive will be considered as work time subject to supervisor approval, and does not necessitate donor leave nor reporting as donor leave.

Other Approved Absences

Requests for absence for reasons not specifically cited under this policy must be submitted in writing and approved by the superintendent or designee. Approved absences will be deductions from the employee's illness/bereavement leave, personal leave, or will be leave without pay.

Section G - Certified Staff Policies

Title Leaves - Long Term

Number GBZCDB Status Active

Legal

BOARD POLICY:

Long term leaves are defined as absences of generally more than 10 consecutive days. Long term requests shall be requested in writing to the Human Resources Division at the earliest notice possible. Long term leave includes: Leave of Absence With Guarantee of Employment, Leave of Absence Without Guarantee of Employment, Family Medical Leave Act (FMLA), and Parent and Adoption Leave.

Leave of Absence With Guarantee of Employment

- A. An employee may apply for a Board of Education approved leave of absence with guarantee of employment for the following reasons:
 - 1. Full time work on an advanced degree,
 - 2. Previously approved professionally related employment of a temporary nature as developed as a professional experience,
 - 3. Previously approved travel plans,
 - 4. Extraordinarily serious health situation for immediate family (not maternity),
 - 5. Long term care of a parent, and
 - 6. Other meritorious experiences which would directly enhance the employee professionally.
- B. Leave of absence with guarantee of employment shall not be approved for employees who have served less than two (2) full years with the District except for health reasons or maternity. Such leaves will be reviewed on an annual basis.
- C. The employee may request one extension to a leave of absence with guarantee of employment.
- D. Reinstatement shall be to a comparable position in the District and without loss of accrued benefits. As employee returning from leave shall be subject to the same conditions of assignment as a regular employee currently on duty.
- E. While on a leave of absence with guarantee of employment, benefit of illness/bereavement leave allowances shall not accrue during leave nor will accumulated leave be lost. Salary schedule increments will not be granted while on leave unless the experience during the leave is approved prior to the leave and is equivalent to work experience in the District.
- F. In case of leave with guarantee of employment for health reasons, a health certificate may be required.
- G. Leave must be requested in written form and may be granted to begin and to end at a time agreed upon by the employee and the superintendent.
- H. Employees approved for a leave of absence with guarantee of employment may not use accrued leave benefits for the period of absence.
- I. Employees on leave with guarantee of employment are not eligible for Board paid participation in insurance programs or payment of salary during the period of absence. Employees may continue to participate in insurance programs; however, the cost of participation shall be paid by the employee.
- J. An employee on leave of absence with guarantee of employment must make written request for reinstatement, or request for leave extension, prior to February 1 of the school year in which the employee is on leave.

Leave of Absence Without Guarantee of Employment

- A. An employee may be granted a leave of absence without guarantee of employment. In such cases, the leave will be granted only for the protection of accrued benefits.
- B. While on a leave of absence without guarantee of employment, benefit of leave allowances shall not accrue during leave nor will accumulated leave be lost.
- C. Salary step increases will not be granted while on leave unless the experience during the leave is comparable to a year's teaching experience within the District.
- D. The employee may request one (1) extension to a leave of absence without guarantee of employment.
- E. In case of leave of absence for health reasons, a health certificate may be required.
- F. Employees on leave of absence without guarantee of employment are not eligible for Board paid participation in insurance programs or payment of salary during the period of absence. Employees may continue to participate in insurance programs; however, the cost of participation shall be paid by the employee.
- G. An employee on leave of absence without guarantee of employment must make written application for reinstatement or request for leave extension prior to February 1 of the school year in which the employee is on leave.

Family Medical Leave Act (FMLA)

- A. All leave policies will be consistent with the requirements of the Family and Medical Leave Act (federal FMLA language is included in Appendix A). If an employee qualifies under the Family and Medical Leave Act, FMLA leave shall be extended for birth or placement of a child, care for an employee's serious health condition, care for serious health condition of an employee's family member. FMLA covered family members are limited to spouse, parent, son or daughter under the age of 18 or with a disability. As provided in federal law, FMLA leave guarantees unpaid leave. The District may require that employees take available sick leave, personal leave, and vacation leave during FMLA leave.
- B. For the purpose of calculating leave available under FMLA, a year will be 365 days prior to the date of calculation. (Rolling calendar)

Parental and Adoption Leave

Employees who qualify for Family Medical Leave under the law have these rights and limitations in addition:

- A. If spouses are employed by the district, each shall be entitled to 12 week unpaid leave for birth of a child, placement of a child for adoption, or care for a child with a serious medical condition. During this leave, employer-paid benefits are continued for both employees.
- B. Family leave for reasons for birth of a child or placement of a child may not be used intermittently or on a part-time basis without the prior approval of the superintendent or designee.
- C. Employees using parental/adoption leave may use accumulated illness/bereavement leave as designated below:
 - 1. For maternity and paternity leave, an employee may use no more than 40 days of paid leave.
 - 2. If both parents are employed by the district, paid leave may be used in the following ways:
 - Concurrent leave—if the parents take off at the same time, each employee may use up to 8 weeks of paid leave if available.
 - Sequential leave—if the parents take leave sequentially, the total paid days for both employees may not exceed 60 days. No more than 40 days may be taken by one employee.
 - Overlapping leave shall be considered concurrent leave.

Section G - Certified Staff Policies

Title Leaves - Military

Number GBZCDB-A Status Active

BOARD POLICY:

Leave related to military duty is covered under federal law (Uniformed Services Employment and Reemployment Rights Act (USERRA) (Appendix B, Negotiated Agreement). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment to undertake military service or certain types of service in the National Disaster Medical System.

- 1. An employee performing duty as defined under USERRA will be granted, at his or her request, use of any accrued vacation, Illness/Bereavement Leave and Personal Business Leave for his/her military duty period.
- 2. If an employee returns from approved military leave without sufficient Illness/Bereavement leave to allow him/her to take such leave with pay, the district will automatically award to the employee one additional Illness/Bereavement Leave day for each remaining month (or major portion of a month) of the current contract as needed.

Provisions 1 and 2 of this policy as well as any legal requirements under Kansas statute shall be provided to employees required by the employee's state for services in the National Guard.

Section G - Certified Staff Policies
Title Leaves - Political Activities

Number GBZCDB-B Status Active

BOARD POLICY:

General information on political activities may be found in Policy GABH.

Leaves may be granted by the Board of Education for the following situations, using the following procedures:

- <u>Conducting a Campaign:</u> A staff member who becomes a candidate for public office may use his/her currently available Personal Business Leave as outlined in policy or may request through Human Resources a leave of absence without pay for the purpose of conducting a campaign.
- <u>Political Office Duties Less Than Full Time Office</u>: A staff member holding a political office
 that is less than full time may use currently available Personal Business Leave as outlined in
 policy and/or may request through Human Resources leave of absence without pay for the
 political duties. Less than full time is defined as an office that is limited in the number of
 hours, days and/or weeks required for holding the office.
- <u>Political Office Duties Full Time Office</u>: A staff member holding a full time political office may use his/her currently available Personal Business Leave as outlined in policy and/or may request through Human Resources a Long Term Leave as outlined (Policy GBACDB, Negotiated Agreement). Full time is defined as an office that identifies full days and the entire school year as a requirement for holding the office.

Section G - Certified Staff Policies

Title Leaves - Sabbatical

Number GBZCDB-C Status Active

BOARD POLICY:

The provision of a sabbatical leave is made available to provide opportunities for professional improvement. Sabbatical leave is available to educators for formal, full-time study (minimum of nine (9) credit hours or equivalent) at a college or university. Priority will be given to those applications which align with either the strategic directions/goals of the district and/or with the goals in the employee's Individual Professional Growth Action Plan.

<u>Eligibility Criteria</u>: An applicant must have performed seven (7) years of continuous service in the Olathe Public Schools to be eligible for sabbatical leave. Applicants shall not have received sabbatical leave during the seven (7) years immediately preceding the application. Sabbatical leave shall be available to one educator for the fall semester and one leave shall be available for one educator for the spring semester. An employee may only apply for one semester of sabbatical leave per year. Additional sabbatical requests may be recommended for approval by the Board of Education if they align with criteria above and funds are available. Compensation shall be at the rate of fifty percent (50%) of the educator's contract salary for the semester of the sabbatical leave.

Each applicant must agree to sign a statement of intent to return to service in the Olathe Public Schools immediately upon termination of sabbatical leave. Each applicant must agree to sign a commitment to repay the amount paid during the sabbatical leave in the event the educator fails to return to the Olathe Public Schools.

<u>Application Process</u>: Applications shall be made to a committee for sabbatical leave consisting of the superintendent, superintendent's designee, and the President of Olathe NEA. The superintendent's designee shall chair the committee. The committee shall recommend applicants for approval by the Board of Education. Application deadline for the fall shall be the previous January 1 for priority consideration and for the spring semester shall be the previous September 1 for priority consideration.

Approved Applicants: The educator will retain all rights and credits due a staff member in the Olathe Public Schools including the Board paid portion due a half time employee for health and dental insurance. Upon return from a sabbatical, the educator is to be assigned in a position which is comparable to the one held when assuming sabbatical leave status. An educator on sabbatical leave may not deviate from his/her approved plan except with the written permission of the superintendent or designee.

Section G - Certified Staff Policies

Policies Title Leave Bank for Health-Related Circumstances

Number GBZCDD

Status

BOARD POLICY:

- A. The primary 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 may also approve days for non-extraordinary medical and health-related circumstances (See Item R).
- B. 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 during benefit enrollment or within the first thirty (30) days following the one year employment date. Once the Leave Bank has been established, the call for additional days will occur first to staff who have not previously participated, and then to continuing members as necessary to maintain the level of Leave Bank days required (one third (1/3) days in relation to the total number of staff). Subject to Section D, only those employees donating days are eligible to draw from the pool. No additional days will be requested once the ceiling is achieved until such time as the minimum number of days has been reached. The ceiling is the total number of days in the Bank equivalent to the total number of staff.
- C. 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.
- D. 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.
- E. The Leave Bank Committee may not grant days to an employee in excess of the total illness/bereavement days allowed by policy for the employee nor beyond the current contract period. (No minimum days of consecutive absence are necessary.)
- F. The Leave Bank Committee will require documentation deemed necessary to substantiate a request to receive days from the Bank.
- G. The Leave Bank Committee will determine if the medical or health-related event is an extraordinary or non-extraordinary event/condition.
- H. All applications for use of the days shall be approved by the Leave Bank Committee. If the request is denied, an applicant may appeal to the Leave Bank Committee for reconsideration of his/her leave request by submitting additional information to support the leave request.
- I. The decision of the Leave Bank Committee shall be final and binding to the employee.
- J. All days contributed to the Leave Bank shall remain in the Leave Bank and will not be restored to the employee.
- K. Individuals agreeing to donate to the Leave Bank may cancel their participation at any time by giving written notice to the Leave Bank Committee.
- L. The open enrollment period shall be established annually to coincide with other payroll/insurance enrollment times to affect the January payroll.
- M. The Leave Bank Committee shall be reviewed annually by the Professional Council.
- N. Leave Bank Committee:
 - 1. The Leave Bank Committee will be comprised of twelve (12) members. The superintendent will appoint four (4) administrators and two (2) classified staff members. The Olathe NEA will

- appoint six (6) tenured/licensed/certified/non-administrative members. The term of office will be two (2) years rotation with the exception of the first year. After the first year, two (2) Association appointments and one (1) administrative appointment will be made. Members may be reappointed to the Leave Bank Committee.
- 2. The Committee will elect the chair and recorder at an organizational meeting which will be held by August 31 of each year.
- 3. The chairperson will send all minutes and agendas to the Olathe NEA President and the superintendent of Schools. Subsequent meetings will be held as needed or within thirty (30) working days after receipt of an application.
- O. Leave Bank application forms are available in the Virtual File (Human Resources) or from the Human Resources Division at the Education Center.
- P. Extraordinary Medical or Health-Related Circumstances Days may be requested from the Leave Bank for the following extraordinary reasons:
 - 1. Personal illness, for more than 20 consecutive days or as determined by the Leave Bank Committee, that meets the following criteria:
 - a. Extraordinary circumstances shall be defined as a critical extended illness or severe lifeendangering 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, organ transplants, etc.
 - b. The employee must be hospitalized and/or under the care of a medical doctor, doctor of osteopathy, chiropractor, or dentist. As a part of this application, a statement from the primary medical doctor, doctor of osteopathy, chiropractor, or dentist is required 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.
 - c. Leave Bank members should feel free to submit an application to the Committee for any medical circumstance. All applications are reviewed with individual and unique circumstances/complications considered.
 - d. The Leave Bank is not designed to provide leave to employees receiving workers compensation benefits or KPERS disability. Employees who purchase disability insurance or salary protection benefits and meet the conditions of the policy may receive limited days from the bank as determined by the Committee.
 - 2. Immediate family or household critical health care needs:
 - a. No minimum number of consecutive days of absence is necessary.
 - b. 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.
 - 3. Upon return to full-time service, the employee who has received days from the 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 Committee may, however, authorize withholding final payment to any employee in the amount due the District.
- Q. Days for a Non-Extraordinary Circumstance:
 - 1. 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 and illnesses.

- 2. 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 employee must be absent to provide care for an immediate family or household member.
 - a. No minimum number of consecutive days of absence is necessary.
 - b. An employee who receives days from the Bank for any non-extraordinary circumstance will repay the Leave Bank at a rate of five (5) days or 50% of the days received the first year and the remaining days the second year. Any days not repaid to the Leave Bank for a non-extraordinary circumstance will be withheld from the employee's final payment. Financial reimbursement of illness/bereavement days used from the Bank shall not be binding upon heirs of the employee.
 - c. An employee who received these ten (10) days from the Bank must repay them in full before any additional days can be requested for non-extraordinary circumstances.

Section G - Certified Staff Policies

Policies Drug Free Schools

Number GBZCG Status Active

Legal

BOARD POLICY:

The Board of Education adopts the following policy, recognizing its responsibility to promote the health, welfare and safety of the students and employees and to assist in protection from dangerous situations. The Board expects that students and employees have the right to learn and to work in an environment with persons unimpaired by alcohol, controlled substances, or the misuse of legally obtainable substances including prescription drugs.

The following definitions will be applicable to the policy:

Controlled substances — Substances specified in Schedule I or II of the Controlled Substances Act, 21 U.S.C. &801 et. seq. published at 21 CFR & 1308.11 and 21 CFR 1308.12, and K.S.A. 65-4101, and amendments thereto of the Uniform Controlled Substances Act, (e.g. cocaine, heroin, marijuana, methamphetamines, etc.).

On-duty —Working at one's assigned location(s) and/or in one's assigned responsibilities for the school district, or while in transit between work locations and/or responsibilities, or at all times whenever in supervision of or responsible for students individually or in groups including field trips and student trips either within or outside of the school district. Employees who are returning to work after the normal work day or called into work for an unforeseen circumstance (i.e. weather or emergencies) should not report to work if they are impaired by the use of drugs or alcohol. Disclosure of this condition must be done at the time the employee is requested to report to work if it is unscheduled.

Prescription drugs —Those medical substances typically prescribed for healthcare and treatment of health conditions, and which are unavailable to the general public without prescription or other medical authorization.

Reasonable suspicion — Some identifiable reason exists that gives a supervisor or administrative designee cause to suspect that an employee may be impaired, while in performance of their duties or reporting for duty. Examples of such reasons may include but are not limited to observation of drug or alcohol use or possession, abnormal appearance, slurred speech, observation of a pattern of erratic or uncharacteristic behavior, odor or smell of alcohol or other drugs, dilated pupils and/or blood-shot eyes, etc.

Impaired— An abnormal physical and/or mental state such that the employee's motor senses (i.e., sight, hearing, balance, reaction or reflexes), cognitive functioning, or ability to perform job responsibilities is affected because of the use or consumption of alcohol, controlled substances, or the misuse of legally obtainable substances including prescription drugs.

Employees are hereby prohibited from:

1. The use, consumption, manufacture, dispensing, possession, or distribution of controlled substances; the use, consumption, manufacture, dispensing, or distribution of alcohol; or misuse of

- legally obtainable substances when on duty (except when the above listed items are temporarily maintained in conjunction with the performance of the employee's duties).
- 2. Reporting to or remaining on duty while impaired by alcohol, controlled substances, and/or prescription drugs when the employee impaired by the prescription drug(s) has no valid prescription or medical authorization for their use.
- 3. Refusing to submit to drug and alcohol testing based on a reasonable suspicion of being impaired.

It is preferred two administrators or designees determine whether reasonable suspicion of possible substance abuse exists. If two administrators or designees are not available, a single opinion shall be sufficient. When a reasonable suspicion of being impaired is determined, at least two administrators or administrative designee(s) may search the employee's work area, including district provided personal storage areas, for possible evidence. If the result of the search warrants, law enforcement personnel will be notified. Employees who are found violating the terms of this policy will be reported to the Human Resources Division.

Employees determined to be impaired while on duty shall be relieved of their duties immediately by a supervising administrator. Transportation shall be arranged, if necessary, to a location for testing procedures. If the presence of alcohol or drugs is confirmed, safe transportation home shall be arranged.

Employees who are taking prescription drugs with the potential to impact substance abuse testing are encouraged to report this to their supervisor prior to testing. The district may request confirmation by a physician, pharmacist, or other qualified medical professional.

Any employee who is convicted under a criminal drug or alcohol statute for a violation occurring while on duty must notify the superintendent or administrative designee of the conviction in writing within five (5) days after the conviction. After the notice of conviction is received, the school district will take appropriate action with the employee.

An employee who violates the terms of this policy will be subject to sanctions as determined by the District and outlined in Policy GBI (Negotiated Agreement), and may include required participation in a drug and alcohol education, treatment, counseling, or rehabilitation program

A copy of this policy and drug and alcohol counseling and rehabilitation programs shall be provided to all employees.

Section G - Certified Staff Policies

Title Olathe National Education Association (Olathe NEA) Activities

Number GBZD Status Active

BOARD POLICY:

Olathe NEA is the recognized bargaining agent of the licensed/certified staff of Olathe Public Schools, USD 233. The joint working relationship between the Association and the school district benefits both parties and enhances the education of the children in Olathe Public Schools. The activities of the Olathe NEA shall include the following key concepts.

Collaborative Role

The Building Principal and the Olathe NEA Building Representative will meet at the beginning of the school year to discuss collaborative activities for the school year. Activities could include presentations on agenda items from the Professional Council, procedures to gain staff input on policies and procedures for consideration by the Professional Council, and proposals to the Professional Council for variances in procedures and policies. The collaborative role between the building principal and building representative furthers the concept and importance of teamwork throughout the District and supports the collaborative role of the Professional Council. The Professional Council encourages and supports collaborative efforts between principals and Association representatives beyond those identified in this section.

Building Principals and Olathe NEA Association Representatives are expected to collaborate on issues that arise. Professional Council offers assistance as needed in promoting and strengthening the collaborative working relationship between Building Principals/Supervisors and Olathe NEA Association Representatives. Any Building Principal/Supervisor and/or Olathe NEA Association Representative who desires assistance in strengthening their collaborative working process and/or relationship should contact the designated Professional Council representatives.

- A. The Professional Council shall serve as that entity responsible for the collaborative discussion between the Olathe NEA and the Board of Education represented by District administration. It is the responsibility of the Building Principals/Supervisors and the Olathe NEA Association Representatives to promote collaboration on issues included in A, 1 through 6 below as modeled by the Professional Council. The Professional Council shall adopt and annually review its operational bylaws. The purpose of the Professional Council is:
 - 1. to address issues and concerns that affect the working climate for delivery of the mission of the Olathe Public Schools
 - 2. to collaboratively discuss work environment issues that enhance educational opportunities for students
 - 3. to represent others and to act as the bargaining agency
 - 4. to clarify processes and procedures related to the work environment
 - 5. to communicate and act as a clearinghouse
 - 6. to promote public education
- B. The Association President shall be released from direct classroom responsibilities under the following guidelines:

- 1. The salary of the Association President shall be paid according to a formula established by the Professional Council.
- 2. Each April the Association shall inform the District of the name of the President for the following year.
- 3. The Association and the District shall, following notification, re-establish the formula for compensation for the following year.
- 4. Should the District withdraw from participation in the release of the Association President, then the President will be eligible for full or half-time release from classroom responsibility at a cost established by the Professional Council.
- 5. The President shall accrue all benefits provided to licensed/certified staff including experiential advancement on the salary schedule.
- 6. The President shall be guaranteed a staff position upon completion of the term of office.
- 7. The duties of the President in the joint release agreement shall be reviewed annually to provide for the needs of the Association and the District. The agreement shall be reviewed and approved annually by the Professional Council.
- C. The District shall assist with the collection of membership dues by payroll deduction. The Association shall annually review the dues collection with the business department in order to provide all necessary information for processing.
- D. The District shall provide release time for Olathe NEA members in two categories:
 - 1. Staff members may be released to participate in activities of the professional organization which provides professional improvement or enhances the mission of the District. Such leaves shall be provided under the category of professional leave and shall be approved by the superintendent or designee.
 - 2. The Association may purchase a minimum of 20 release time days yearly for members for activities directly related to the work of the Association in the amount of the cost of non-long-term daily substitute rate. This leave shall be approved by the superintendent or designee.
- E. During the annual review of operational bylaws, the Professional Council shall discuss and approve the following practices of the Association:
 - 1. membership activities
 - 2. use of equipment, computer, facilities and other resources
 - 3. distribution of information and materials
 - 4. schedule of association activities and meetings
 - 5. other items as needed

Section G - Certified Staff Policies

Title Compensation

Number GBZE Status Active

Legal

BOARD POLICY:

Individual Employment Contracts

Individual Employment Contracts will be in the format agreed upon by Professional Council. Primary Individual Employment Contracts and Supplemental Individual Employment Contracts will be issued by the District, in the form of a letter, to the Professional Employee at a time determined by Professional Council, usually after the Professional Agreement has been ratified by the Board of Education and the Olathe NEA Bargaining Unit.

Types of Contracts

Contained within this Agreement are two type of contracts from which compensation is paid:

- A. Primary Individual Employment Contracts specify the employee's annual rate and contract length, subject to the Kansas Statute on Continuing Contracts (Appendix B, Negotiated Agreement). The Professional Employee only signs the initial Primary Individual Employment Contract as he/she is bound by all provisions contained within the Professional Agreement and the Kansas continuing contract law (K.S.A. 72-5410, 72-5411, 72-5412). After receipt of the Individual Employment Contract, the Professional Employee notifies Human Resources of any potential error in his/her Individual Employment Contract for correction.
- B. Supplemental Individual Employment Contracts:
 - 1. Extended contracts compensated at the employees annual rate of pay per the 187-day salary schedule and not subject to the continuing contract statute.
 - Supplemental contracts for Extra-Curricular/Academic Support duties compensated per the Extra-Curricular/Academic Support Salary Schedule and not subject to the continuing contract statute. The Professional Employee does sign the Supplemental Individual Employment Contract annually.

Compensation in addition to the Primary and Supplemental Individual Employment Contracts (Appendix A, Negotiated Agreement):

- 1. BLT Approved Stipends: Compensated at the approved stipend rates.
- 2. Other District Stipends: Compensated at the approved stipend rates.
- 3. Alternative Compensation: Compensated per policy.

Salary Schedule

The salary schedule for the staff of the school system serves two important functions for the Board of Education and the administrative officers. It is an important instrument of budgetary control, and for the employees, it is a charter of financial privileges and limitations. For the Board of Education, the salary schedule is a financial plan to regulate and stabilize the cost of personnel services. It enables the Board to predict, rather accurately, future costs. For the staff, a salary schedule is a guarantee of fair and equitable treatment and gives assurance that salaries are approximately equal among employees with equal responsibilities and qualifications.

Alternative Compensation

Contained within this negotiated Agreement are many policies which provide for compensation in addition to the 187 day Salary Schedule. The Professional Council is dedicated to investigating additional alternative compensation policies to supplement the negotiated 187 day Salary Schedule categories: (Appendix A, Negotiated Agreement).

Advanced Degree Increments

Recognition of an advanced degree shall be granted only upon presentation of satisfactory evidence in the form of original transcripts (print or electronic) or a document from the registrar bearing the official university seal indicating all requirements have been met for the degree on or before August 1 or January 1. Official transcripts (print or electronic), or other official documents, must be presented to the superintendent or designee by October 15 to be effective for the full current contract year or by February 15 to be effective for the last half of the contract year. The only column movement approved to be effective for the last half of the contract year is into the MS Salary column or Doctorate Salary column.

Longevity Pay

- 15 years of service in Olathe, \$200 to be added to contract.
- 20 years of service in Olathe, \$300 to be added to contract.
- 25 years of service in Olathe, \$500 to be added to contract.

Section G - Certified Staff Policies
Title Professional Development

Number GBZEA Status Active

BOARD POLICY:

<u>Professional Development</u>

All licensed/certified personnel must participate in a professional development program to maintain a valid license/certificate as required by regulations of the Kansas State Department of Education or other regulatory state licensing agencies for their position. Furthermore, staff members are encouraged to be involved in a variety of educational experiences which will enhance their professional competencies.

The District encourages staff members to participate in professional development. The pursuit of an advanced degree, enrollment in classes for licensure/certification, or participation in educational experiences for career development should not adversely affect the ability of the individual to perform his/her duties.

<u>Professional Development Days</u>

The Olathe Public Schools, USD #233, and the Olathe NEA recognize the importance of Professional Development as a component in strengthening educator quality. Our expectation for life-long learning and our beliefs about professional growth are woven throughout the Professional Appraisal Process, and the School Improvement Process. The ultimate goal of professional learning is to improve student learning and student achievement.

As recipients of the National Staff Development Model School Award, we recognize staff must engage in quality professional learning if we are to achieve the result of improved student learning and achievement. Quality professional learning:

- 1. Promotes professional growth as an essential element to moving the organization forward.
- 2. Centers on the District Strategic Plan, building school improvement plans, and individual Action plans.
- 3. Directs a clear and coherent plan for professional growth.
- 4. Focuses on student needs and learning outcomes.
- 5. Includes learning both professional education skills and content-specific skills.
- 6. Recognizes that opportunities for professional development must be provided during the Professional Day.
- 7. Promotes professional learning as an expectation and responsibility of all members in the district.

In addition, job-embedded professional opportunities take a variety of forms including:

- 1. Professional Learning Communities (PLC's); Grade level/department dialogue regarding implementation of strategies.
- 2. Colleagues working together to analyze student work and reflect on the teaching/learning process.
- 3. Action research.
- 4. Study groups.
- 5. Collaborative instructional planning focused on identified strategies and curricular standards.
- 6. Presentations and workshops facilitated by others who function as consultants, planners, facilitators, and trainers.

These and other formats of professional learning promote the refinement of knowledge and skills.

We believe that quality professional development is essential to achieve our vision of "Students prepared for *their* future."

Professional Development opportunities will be provided for District Professional Development days. Participating staff will receive 12 Professional Development Points for the purpose of relicensure. Staff not participating in professional growth days without approved leave will be charged an absence without pay.

Part-Time Staff

All part-time staff will participate in Professional Development days commensurate with their contract amount. For example, .5 staff will be expected to attend .5 of the identified District and/or building Professional Development days. Prior to August Preservice part-time staff members will discuss with their immediate supervisor, and identify the intended day(s) for participation during the school year. The selected dates will be submitted to the Teaching & Learning Department to assist with attendance information. All part-time staff are encouraged to attend all Professional Development days. Attendance beyond the contractual amount required will be eligible for Professional Development Points (knowledge level) for the purpose of movement on the salary schedule.

Professional Learning Communites (PLC's)

Professional Learning Communities (PLC's) play an important role in the District's school and learning improvement as well as professional development activities throughout the school year. All certified/licensed personnel will participate in PLC's. Educators are assigned to required PLC's by the principal/supervisor at their home building. PLC's should be agenda-driven.

PLCs time is scheduled during the professional day.

- High schools typically have PLC time one day per week for 40 minutes and during building professional development time, as appropriate.
- Middle schools may have PLC time during team duty period for 6th-8th grade core educators, academic extension time, building professional development time, as appropriate, and periodically during the professional day

Elementary educators have a 30-minute slot every A-E rotation, building professional development time, as appropriate, and periodically during the professional day. These times will be used for Professional Learning Communities (PLC's) for the following purposes:

- Establishing specific, results-oriented goals for learning
- Collaborating and developing common strategies to improve student learning
- Analyzing and monitoring student data
- Developing lists of common essential learning components and common assessments for the specific curricular area/grade level
- Examining student work
- Discussing strategies for differentiating instruction and student interventions
- Creating common lesson plans
- Sharing expertise in specific areas
- Keeping time focused on student learning

Approved time spent beyond the employee's professional day may be compensated with the BLT Approved Stipends funds/process (Appendix A, Negotiated Agreement).

Record Keeping

Upon completion of the approved activity District and Building Professional Development Points should be submitted by the building administrator, the building leadership team, a Staff Development Council representative, or the individual to the Staff Development Council through the District's integrated data tracking system. Points must be submitted within the school year in which they are earned.

Individual Professional Development Points earned August 1- July 31 must be submitted to the Staff Development Council through the District's integrated data tracking system for approval and recording no later than August 31 of that year. Approved points are recorded on each individual's Professional Development transcript.

For college hours to be approved for the professional development transcript, an official college transcript (print or electronic) (Policy GBZEB, Negotiated Agreement) must be submitted to Employee Services, in addition to submission of the college courses through the District's integrated data tracking system.

Individuals should examine their transcripts in the District integrated data tracking system carefully and clarify any discrepancies to the Professional Development office as soon as possible, but no later than August 31 each year.

A maximum number of 120 Professional Development points earned per year may be used for the purpose of movement on the salary schedule. For the purpose of relicensure/recertification, there is no limit on the number of Professional Development points that may be earned in a year.

Section G - Certified Staff Policies

Title Tax Sheltered Annuity and Deferred Compensation Plan

Number GBZE-A Status Active Legal

BOARD POLICY:

Olathe Public Schools provides for voluntary employee participation in retirement saving opportunities through 403(b) Tax Sheltered Annuity Plans and a 457(b) Deferred Compensation Plans. These programs allow for pre-tax savings for retirement to supplement the retirement plan benefits provided under the Kansas Public Employees Retirement System (KPERS). All eligible employees may participate on a voluntary salary reduction basis. No employer contributions will be made by the Olathe Public Schools without Board approval.

The programs adopted are formulated consistent with section 403(b) and section 457(b) of the Internal Revenue Code. In establishing these programs, the Olathe Public Schools desires to attract, reward and retain highly qualified competent employees.

Under the 403(b) and 457(b) plans, the Olathe Public Schools does not endorse or make any representation from the variety of investment carriers associated with these programs. However, the number of investment carriers available to participants under the 403(b) and 457(b) plans may be limited by the District for administrative and/or employee communication purposes.

Investment carriers shall establish and maintain all Olathe Public Schools' 403(b) Tax Sheltered Annuity Plan accounts and 457(b) Deferred Compensation Plan accounts in conformity with sections 403(b) and 457 (b) of the Internal Revenue Code and in compliance with any related rules or applicable rules and regulations issued by the Internal Revenue Service and other regulatory agencies.

Investment carriers shall abide by the 403(b) Tax Sheltered Annuity Plan and 457(b) Deferred Compensation Plan Guidelines and Procedures established and maintained by the Olathe Public Schools.

Participants shall establish and maintain their Olathe Public Schools' 403(b) Tax Sheltered Annuity Plan accounts and 457(b) Deferred Compensation Plan accounts in conformity with section 403(b) and 457(b) of the Internal Revenue Code and in compliance with any related rules or applicable rules and regulations issued by the Internal Revenue Service and other regulatory agencies. Participants shall abide by the Guidelines and Procedures established and maintained by the Olathe Public Schools for the operation of the Olathe Public Schools' 403(b) plan and 457(b) plan. The Guidelines and Procedures shall be consistent with the Board of Education policies established herein.

Section G - Certified Staff Policies
Title Salary Schedule Conditions

Number GBZEB Status Active

Legal

BOARD POLICY:

A. General Salary Schedule Conditions:

- 1. Salary schedule is a single salary schedule to be applicable to all licensed/certified staff. This salary schedule shall be based upon an educator contract which reflects current state law and the annually adopted school calendar. Training and experience will be the basis for determining the salary of educators.
- The salary schedule will serve as the base salary for computation of administrative contracts except for the superintendent. Computation factors for administrators shall include: length of extended contract, position, size of staff, and allowance factors related to experience, service and assignment.
- The Board of Education will reserve the right at all times to pay beyond the schedule when it deems it justifiable because of limited supply positions or an emergency such as a sudden vacancy.
- 4. Recommendations concerning compensation issues such as salary schedule, Extracurricular/Academic Support salary schedule, and health insurance shall be made to the Board of Education, from the Professional Council, on an annual basis.

B. Level/Step Placement and Movement:

- 1. The District will count up to fourteen years of prior comparable experience in an accredited school and/or agency experience in the field of expertise gained outside the District for placement on the salary schedule of newly employed staff. Career and Technical educators' prior experience will be compared to industry standards and how the prior experience enhances their ability to meet job expectations and responsibilities within the Olathe Public Schools. Any prior experience will be compared to the experience gained by educators working within the Olathe Public Schools, and how that prior experience enhances the educator's ability to meet job expectations and responsibilities within the District. Former District employees returning to the District will receive credit for all years of prior experience in the Olathe Public Schools.
 - a. With emphasis on the primary teaching assignment and without exclusive regard to an extra-curricular/academic support assignment, the Board of Education retains the option to fill licensed/certified positions by placement on the salary schedule based on all or part of the applicant's total experience. Such employment and placement on the salary schedule shall require the approval of the superintendent and the Board of Education.
 - b. Market-based compensation provision: Employees who had prior comparable accredited experience when initially employed and whose original placement on the salary schedule did not align with the prior years of comparable accredited experience allowance (see above) may submit written application (available in the Virtual File) to Human Resources Division to be advanced on the salary schedule the number of years not credited at original employment under the following conditions:
 - The employee has a verifiable employment offer from another district/employer.

- The employee is employed in one of the limited supply job categories as listed on the District intranet (Virtual File, Human Resources Division) as revised each December 1st.
- The total number of steps credited on the salary schedule for prior experience will only reflect those allowed in "1" (above).
- Only one request during the employee's employment with Olathe may be submitted.
- The advancement would be effective the following contract year.
- No additional step movement past the maximum step of the following contract year's salary schedule column.
- Applications will be considered by May 15. The District reserves the right to consider applications after May 15.
- 2. The 2008-2009 Professional Pay Salary Schedule is the result of compacting the 2007-2008 salary schedule. Thus, beginning with the 2008-2009 Salary Schedule, current employees changing columns and all new employees will be placed on levels and columns based on where other District employees with equal prior years of service credit are placed. A chart (See Appendix A in the Negotiated Agreement) reflecting appropriate placement will be developed by the District and Olathe NEA representatives each year.
- 3. The employee who is under contract for at least one semester during the current school year shall be eligible for a salary step increase for the next contract period.

C. Column Placement/Movement:

- 1. Employees may move one column only each contract year, with the exception of attainment of a qualifying degree.
 - Attainment of a qualifying master's degree or doctorate degree will result in placement in the appropriate degree column regardless of the number of columns the employee changes in that year.
- 2. Employees will be placed on the MS column of the salary schedule only after the completion of a Master's Degree in Education or another job-related field has been verified per Policy GBZE (Negotiated Agreement). When the professional employee earns an educational specialist degree without previously earning the Master's degree, the employee will be placed in the MS + 36 column. Placement in the Doctorate column requires completion of the doctorate degree.
- 3. Movement to columns beyond the MS column may be requested using any combination of college credits, professional development hours/points, and/or CEUs that qualify for salary movement (see guidelines below). Requests for movement to BS+12 and BS+24 columns require at least half (6) college credits, plus any combination of additional college credits, professional development hours/points and/or CEUs that qualify for salary movement to total the number required for movement.
- 4. **Recency:** All college credits, professional development hours/points and CEUs are subject to 5-year recency (earned during the 5-year period prior to August 1 of the current year, including college credit transcripted as a summer term), for the purpose of salary movement during employment. For the purpose of initial salary schedule placement, there is no recency requirement.
- 5. **Deadline to Submit for Column Movement:** College credits earned through the summer term preceding the current contract year and Professional Development Hours/Points and CEUs eligible for movement on the salary schedule earned through July 31 (prior to the current contract year) may be applied toward movement on the salary schedule in the current year. Credits, Professional Development Hours/Points, and CEUs must be allocated for column movement in the salary tracker section of the District's integrated data tracking system and

submitted electronically for approval for column movement through the tracking system to Employee Services prior to October 15 of the school year. Mid-year requests for column movement are only processed for movement into a degree column and must be submitted by February 15.

- 6. **College Credits** meeting the following guidelines may be applied toward column salary movement:
 - a. Graduate credits from a college or university accredited by a regional agency which directly apply to current position, future licensure, or District educational program.
 - b. Undergraduate credits that have been approved prior to enrolling in the class and approved in writing by the Superintendent or designee which meet at least one of the following conditions:
 - Credits will lead to licensure in an area of District need
 - District encourages employee to take the credits
 - Credits will enhance an employee's skills to improve student learning, if supported by the building administrator/appropriate District staff or is in a Professional Growth Action Plan approved by the Staff Development Council
 - c. Only credits obtained after the education and/or job-related MS degree is obtained apply to movement to subsequent columns. Credits completed prior to the education and/or jobrelated MS degree being obtained will not be counted for salary schedule movement to MS+ columns.
 - d. Special condition where professional employees have college tuition paid for by the District or a grant with the explicit understanding that the employee will secure additional licensure and/or endorsements. Employee must have the licensure or endorsement added through the appropriate state licensing agency and verification forwarded to Human Resources Division within one calendar year beyond the date of completion of the last course paid by the District or grant. After this one calendar year time period, if the employee does not secure the appropriate license or endorsement intended by the course(s) whose tuition was paid for by the District or grant, the employee will be returned to the appropriate placement on the salary schedule for the subsequent contract year minus those college hours.
- 7. **Olathe Professional Development hours/points** can be used for movement on the salary schedule, a practice which began in the 1996-97 school year. Olathe Professional Development Hours/Points used for movement on the salary schedule can be obtained **ONLY** through participation in Olathe district, building, and/or individual Professional Growth Action Plan activities approved by the Staff Development Council (SDC).
 - a. A maximum number of 120 professional development hours/points earned per year may be used for the purpose of movement on the salary schedule. (1 clock hour = 1 knowledge-level professional development point; 1 graduate credit = 20 professional development points).
 - b. Hours/Points must be submitted within the school year in which they were earned. Individual Professional Development Hours/Points earned August 1- July 31 must be submitted to the Staff Development Council for approval and recording no later than August 31 of that year. Approved hours/points are recorded on each individual's professional development transcript.
 - c. Hours/Points earned for the categories listed below are recorded as Relicensure Professional Development Hours/Points on the Professional Development transcript. They may be used for the purpose of relicensure/recertification. They may also be used as the knowledge base for future application and impact professional development activities. They may <u>NOT</u> be applied for movement on the salary schedule.
 - All hours/points in excess of 120 earned in a single year (August 1-July 31).

- Out-of-district professional development opportunities supported by District funding (such as professional leave, substitute, stipend, registration, travel expense, etc.).
- Other out-of-district professional development opportunities (unless submitted through an individual Professional Growth Action Plan approved by the SDC).
- Points are not awarded for designated paid Professional Development Days beginning in the 2012-2013 school year.
- d. Although Professional Development Points earned from other districts may be used for relicensure/recertification, they may not be used for movement on the salary schedule. These points are not added to the Olathe District transcript.
- 8. **CEUs (Continuing Education Units):** Only for educators not licensed by KSDE (Kansas State Department of Education), CEUs acceptable to the applicable licensing agency for license renewal requirements may also be used for salary movement under the following guidelines:
 - a. Effective August 1, 2010, 20 approved CEUs will be calculated to equal 1 graduate credit.
 - b. A maximum number of 120 CEUs earned per year (August 1 July 31) may be used for the purpose of movement on the salary schedule.
 - c. Effective August 1, 2012, CEUs must be submitted within the school year in which they were earned. CEUs earned August 1, 2008 through July 31, 2013 must be submitted through the integrated tracking system for approval and recording no later than August 31, 2013. Beginning August 1, 2013, CEUs earned from each year from August 1 to July 31 must be submitted no later than August 31.
 - d. For educators not licensed by KSDE (Kansas State Department of Education), all of the Salary Schedule Conditions apply except when prior approval for professional leave has been obtained and is not financially supported by District funding (such as stipend, registration, substitutes, travel expense, etc.), out-of-district professional development CEU opportunities during the professional day may be counted for movement on the salary schedule.

Section G – Certified Staff Policies
Title Section 125 Benefits

Number GBZE-B Status Active Legal

BOARD POLICY:

The Board of Education provides for eligible employees to elect the purchase of certain optional insurance products through maintaining a plan organized and in compliance with Section 125 of the Internal Revenue Code. The Section 125 code refers to these elections as employer contributions allowing the elected benefits by the employee to be reduced from salary thereby making those premiums nontaxable to the employee.

The Section 125 plan adopted by the Board of Education has Health/Dental insurance, Cancer insurance, Disability Income insurance, Voluntary Vision Insurance, Dependent Care Flexible Spending Account, Accident Only Insurance Plan and Medical Reimbursement Flexible Spending Account.

The Board of Education provides a defined benefit to eligible employees of a contribution toward an individual membership in the District designated health and dental insurance plans or an equivalent premium amount which can only be applied to an approved Health/Dental plan provided for under the Section 125 of the District. Eligible employees are those who are contracted for at least a .5 full-time equivalency (FTE).

This benefit begins the first day of the month after the first day of employment and after completion of the health and dental plan enrollment. Additionally, the Board of Education provides a matching benefit for the employee electing Medical Reimbursement Flexible Spending Account (Appendix A, Negotiated Agreement -current matching benefit).

Section G - Certified Staff Policies

Title Non-Resident Student Enrollment

Number GBZE-C Status Active Legal

BOARD POLICY:

As a benefit for licensed/certified employees who reside in Kansas but outside the boundaries of the Olathe Public Schools, children of those employees in grades K-12 may enroll in the school district under the following conditions and guidelines:

- A. The employee must be employed full- or half-time in a position requiring a certificate or license issued by the Kansas State Department of Education or other Professional Licensing Boards of the State of Kansas.
- B. The employee's child must reside full-time and be in custody of the employee.
- C. The child must be a child of the employee, an adopted child of the employee, or other legal minor dependent living in the household of the employee.
- D. The employee must provide transportation for the child to and from school. Transportation will not be provided by the school district nor shall the school district have any responsibility for transportation or the cost of transportation.
- E. The child must comply with attendance and student conduct policies at all times. Failure to comply with rules, regulations, and policies may lead to immediate revocation of enrollment privileges in the school district.
- F. Enrollment in any school, class, or program will be subject to available space in the school, class, or program and in accordance with the District's established transfer policy for student attendance. In all cases, the superintendent or designee shall make the final determination as to space available under this policy; however, no additional staff will be added to accommodate enrollment under provisions of this policy.
- G. The employee will be responsible for all fees of the child admitted for enrollment. The employee agrees to execute forms authorizing and directing the District to withhold such funds from the employee's paycheck. Failure to make payment on a timely basis may result in revocation of enrollment benefit or withholding from any contract funds due the employee failing to make payment following notice that fees have not been paid.
- H. A child admitted for enrollment under this policy shall be permitted to attend without payment of tuition.
- The child must be enrolled and attend classes before the official state of Kansas enrollment date currently established as September 20 of each year. The Board of Education may waive this requirement for individuals employed after the official enrollment date.
- J. Employee must be a Kansas resident and continuously reside in Kansas. Relocation to a residence outside Kansas will terminate the eligibility for the child's attendance in the Olathe Public Schools.
- K. Enrollment conditions of this policy begin with initial employment and end with any separation or termination of employment.
- L. A child who has been suspended or expelled from school by any school district may be denied admission to the school district as provided in K.S.A. 72-8907.

Section G - Certified Staff Policies

Title Supplemental Pay

Number GBZEC Status Active

Legal

BOARD POLICY:

Supplemental pay is provided to educators for certain duties which continue beyond the Professional Day in a variety of categories. Supplemental pay categories include:

Supplemental Pay Categories include:

- Longevity for Length in the District
- Extra-Curricular/Academic Support Contracts
- Supervising Students on Field Trips (outside personnel calendar)
- BLT Approved Stipends
- Other District Stipends
- Events Schedule Stipends

Supplemental Pay categories are further defined in Appendix A.

Section G - Certified Staff Policies

Title District-Initiated Tuition Reimbursement

Number GBZED Status Active

Legal

BOARD POLICY:

Employees may be eligible for university/college tuition reimbursement if the District, through the Human Resources Division, requests the employee to take the designated university/college hours for additional license/certification endorsement or to meet the state requirements for the "highly qualified" designation.

- A. Human Resources Division may request an employee take additional university/college hours for an additional license/certification endorsement under the following conditions:
 - Human Resources Division has determined there are no other qualified District employees with the necessary endorsement.
 - Human Resources Division has determined there are no qualified prospective employee candidates.
 - 1. The building principal will recommend to Human Resources Division that a current employee be considered for a position requiring adding and additional license/certification using the tuition reimbursement provision.
 - 2. Once Human Resources Division has determined that no other options are viable, Human Resources Division will contact the employee to offer tuition reimbursement for the courses necessary to obtain the additional license/certification endorsement.
 - 3. If the employee accepts the offer from the Human Resources Division, the Human Resources Division will execute an agreement to be signed by the District and the employee designating:
 - Amount of the tuition to be reimbursed: Currently up to the highest per credit hour amount for a graduate level course at any Kansas Regents University
 - Courses to be taken for the additional endorsement
 - Timeline including transcript submission to Human Resources Division
 - If the employee is not eligible for lateral movement on the salary scale due to the college/university hours for which the employee receives tuition reimbursement, the agreement may contain a stipulation for reimbursement of required class textbooks and mileage for travel to and from class sessions.
 - 4. Reimbursement, through normal District procedures, will be provided to the employee upon presentation to Human Resources Division of a receipt from an accredited university/college for tuition paid for the designated university/college courses.
 - 5. If the employee does not pass the course(s), the reimbursement amount will be withheld from the employee's current contract salary.
 - 6. If the employee does not renew his employment contract for the subsequent year, the reimbursed amount of the tuition for the contract year will be deducted from the employee's final salary check.
- B. Employees may be requested, through the Human Resources Division, to take additional university/college hours to meet the state requirements for the "highly qualified" designation.

- 1. Human Resources Division will contact the employee to offer tuition reimbursement for the courses necessary for the "highly qualified" designation under state requirements.
- 2. If the employee accepts the offer from the Human Resources Division, Human Resources Division will execute an agreement to be signed by the District and the employee designating:
 - Amount of the tuition to be reimbursed: Currently up to the highest per credit hour amount for a graduate level course at any Kansas Regents University.
 - Courses to be taken for the additional endorsement.
 - Timeline including transcript submission to the Human Resources Division.
 - If the employee is not eligible for lateral movement on the salary scale due to the
 college/university hours for which the employee receives tuition reimbursement, the
 agreement may contain a stipulation for reimbursement of required class textbooks and
 mileage for travel to and from class sessions.
- 3. Reimbursement will be provided to the employee upon presentation to Human Resources Division of a receipt from an accredited university/college for the tuition for the designated university/college courses.
- 4. If the employee does not pass the course, the reimbursement amount will be withheld from the employee's current contract salary.
- 5. Educators reimbursed under this opportunity will be required to maintain employment with the District for a period of two school years following the school year in which the reimbursement was granted, except when released from that obligation in writing by Human Resources Division. The two-year employment obligation will be waived if the employee's position is non-renewed for District financial reasons. A form approved by Professional Council to request release from the employment obligation for other unique circumstances will be available to employees through the Human Resources Division. Requests will be reviewed on an individual basis. If not released from this obligation and the employee leaves the District prior to the two year period, the total amount reimbursed will be deducted from the final payroll of the employee and forfeited back to the District.
- C. Additionally, movement on the salary schedule is allowed for all hours successfully completed under conditions A and B above per policy GBZEB (Negotiated Agreement).

Section G - Certified Staff Policies

Title Paid Educator Coverage of Absences

Number GBZEF Status Active

Legal

BOARD POLICY:

Sequence for Coverage

- A. For two (2) hours or less Coverage Needs:
 - 1. Needs Related to District Activity:

(The following sequence will be applied when educators need coverage for two (2) hours or less for a District activity.)

- Use Building Substitute (Middle and High School only; Supervisory assignment).
- Use Educator Paid Coverage.
- Secure substitute from Human Resources Division.
- 2. Personal Educator Needs:
 - Educators who require coverage for two (2) hours or less for personal needs may make arrangements with a colleague to cover their class (a barter system). Colleagues have the prerogative to say no to this request. The requesting educator is not deducted any leave. To facilitate the process, buildings need to develop procedures including administrative awareness and approval, office awareness, record keeping, rotation, and how to deal with concerns. This option should only be implemented if instructional integrity can be maintained.
 - If a colleague is not available for coverage, then the following sequence is applied:
 - Use Building Substitute (Middle and High School only; Supervisory assignment).
 - Use Educator Paid Coverage
 - Secure substitute from Human Resources Division.
 - (For all of these alternatives in #2 the educator uses an appropriate leave (.5 or 1.0 leave; Illness/Bereavement or Personal Business Leave).
- B. For half (1/2) day Coverage Needs:
 - 1. Building Substitutes provide coverage (Middle and High School Only; Supervisory assignment)
 - 2. The Human Resources Division is contacted and a substitute requested.
 - 3. Educators are asked to provide coverage (\$20 per hour at the elementary leave, and \$20 per class period or \$40 per block period at the high school level) on their individual plan time.
- C. For Full Day Coverage Needs at All Levels:
 - 1. Contact Human Resources Division for substitute coverage
 - 2. Use Building Substitute (Middle and High School only; Supervisory assignment)
 - 3. Use Paid Educator Coverage

When a qualified substitute is unable to be provided through Human Resources Division, then the principal works with members of the team to reach a viable solution to provide coverage. Solutions can include paid educator coverage, administrative coverage, cooperating educator coverage and other viable solutions.

Educators Eligible to Cover

- A. Those on individual plan time.
- B. Educators authorized to provide coverage by combining their class with students from classes needing coverage.

Minimum Time Units for Payment

- A. Elementary level 1/2 hour minimum paid in 1/2 hour increments rounding up to the next 1/2 hour.
- B. Middle and High School level Regular schedule One class period minimum; Block schedule A block class is considered two class periods

Rate of Pay

- A. \$20/hour/\$10 for each 30 minute period (periods less than 30 minutes are rounded up to the next 30 minutes) for each occurrence. A high school block period is considered as two class periods and compensated at \$40 per block period. These assignments will involve following a prescribed lesson plan. It is not expected that these assignments would usually require extensive lesson planning or grading of student work outside of the class period covered. Note for nurses: At the beginning of each semester partnering nurses who consult will be paid \$20.00 once each semester to compensate for the loss of the visiting nurse's planning time.
- B. Combined Classes A maximum of \$120 per day will be allocated for situations where classes are combined for coverage. This amount may be paid to one individual or distributed among several individuals. In no case, however, will the total amount exceed \$120 per day for any one full-day absence. Note for nurses: If a visit to the partnered school is necessary due to the absence of the partnered school nurse and on-site attention to health issues is necessary, the covering nurse will be paid \$20.00 to compensate for the loss of the visiting nurse's planning time which occurs throughout the Professional Day.

Process for Monitoring & Payment

- A. The first priority for all half-day elementary and all full day absence requests will still be to provide a qualified substitute through Human Resources Division.
- B. Principals shall maintain a list of educators voluntarily willing to accept coverage assignment pay.
- C. Principals are to notify Human Resources Division Substitute Services when a sub request has already been submitted that will now be covered "in-house" with existing staff.
- D. Educators providing coverage shall record their coverage on the Paid Educator Coverage Stipend form (Appendix A, Negotiated Agreement) for principal signature. Payment for such stipend activity will follow normal stipend procedures for payroll. A copy of teacher educator stipend forms including class coverage is to be maintained at each school, with a copy also sent to Human Resources Division.
- E. To the greatest extent possible, principals shall use a rotating system for requesting educators to cover so as not to unduly burden any particular individual, and to provide equitable opportunities for assignments.
- F. Given the extra time and responsibility that cooperating educators assume for a student teacher/practicum student, the cooperating educator should not be asked to cover a class until the above steps have been followed.

Section G - Certified Staff Policies

Title Grievance Policy

Number GBZH Status Active

Legal

BOARD POLICY:

Purpose

It is the policy of the Board that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements of any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

Definitions

A "grievance" is any alleged violation, misinterpretation, or misapplication of Board Personnel Policies concerning the salaries, hours, or working conditions of a unit member with respect to their meaning or application.

Submission of Grievance

- A. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Either party may request, at the informal stage, representation for the purpose of early resolution of the issue.
- B. Each grievance shall be submitted in writing on a form (Appendix D, Negotiated Agreement) approved by the Board of Education and shall identify the aggrieved party, the provision of Board Policy involved in the grievance, the time when, and the place where, the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- C. A grievance shall be deemed waived unless it is submitted within fifteen (15) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- D. An educator may submit grievances which affect them personally and shall submit such grievance to the building principal.

Grievance Procedure

- A. The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.
- B. The Superintendent of Schools or designee shall, upon request, confer with the aggrieved parties with respect to grievance and shall deliver to the aggrieved parties a written position statement with respect to it no later than two (2) weeks after it is received.
- C. The complainant may appeal to the Board of Education the decision of the Superintendent of Schools. Copies of the grievance, appeal, and any decisions rendered shall be forwarded to the Board with a written request for review.

At all stages each of the parties involved in the grievance may be accompanied at the hearing by a representative of choice. It shall be understood that grievances must be based on alleged violation,

misinterpretation, or misapplication of Board Personnel Policies concerning salaries, hours, or working conditions of the employee with respect to their meaning or application. State and Federal equal opportunity laws regarding alleged discrimination on the basis of race, color, religion, sex, national origin, age, marital status, or the presence of non-job-related medical condition or disability shall be considered to be a part of the Personnel Policies of the Olathe Public Schools.

Book POLICIES

Section G - Certified Staff Policies

Title Savings Clause

Number GBZJ Status Active

Legal

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid but all other provisions or application shall continue in full force and effect. Furthermore, the District and Olathe NEA shall enter into negotiation to replace any provision found to be contrary to law.

Book: POLICIES

Section G - Certified Staff Policies

Title: Glossary
Number: GBZK
Status Active: Legal

Agreement: All terms and conditions of professional service and employment, agreed to in Professional Council, approved by the Board and ratified by the Olathe NEA Bargaining Unit.

Association: Olathe National Education Association, the local affiliate of the National Education Association and the Kansas National Education Association

Bargaining Unit: All professional non-administrative employees (see definition below).

Board of Education (or Board): Board of Education of the Olathe Unified School District No. 233 of Johnson County, Kansas

Building and/or School: Any attendance facility or other facility operated by the district. **Day(s):** Except where otherwise noted, will mean working school days, except legal and school holidays.

District: Olathe Public Schools. Official name/number is Unified School District No. 233

FTE: Full-time Equivalency (i.e. 1.0 FTE means the professional employee works a complete professional day 8 hours).

Home School or Building: Human Resources Division will assign professional employees to a "home school or building".

MS: Any master's degree which aligns with the salary schedule conditions provision of this agreement.

Professional Council: Comprised of superintendent and Olathe NEA president plus 5 members appointed by superintendent and 5 members appointed by Olathe NEA president. The Professional Council partners with the Board of Education to work for educational excellence for all students. The council meets monthly to:

- Fulfill the statutory requirements of the Professional Negotiations Act with the exclusive representative group, Olathe NEA, as designated by the Board of Education on November 5, 1970.
- Discuss, study, advise and recommend on subjects the district and Olathe NEA mutually agree upon related to Olathe Public Schools.
- Act as a communication's clearing house.
- Support the Board of Education's strategic goal of recruiting and retaining quality staff by studying and addressing topics related to student learning, compensation, including salary and benefits, and climate, such as working conditions.

Professional Negotiations Act: State law delineating definitions and requirements of negotiations between the district and Olathe NEA. "Professional negotiation" means meeting, conferring, consulting and discussing in a good faith effort by both parties to reach agreement with respect to the terms and conditions of professional service.

Professional Non-Administrative Employee(s) (term used in Kansas statute): Full or part-time licensed/certified, non-administrative employees. Professional Non-Administrative Employee for the purposes of this agreement shall include classroom teachers (early childhood disabilities-ECD, elementary, middle, high school); teachers of art, music, physical education, and reading & math at Title I schools; counselors; library media specialists; nurses; special education/resource teachers; school psychologists; school social workers; occupational and physical therapists; instructional resource teachers; facilitators; and coordinators. Professional Non-Administrative Employee shall not include administrative personnel (director and above), Parents As Teachers Educators, Head Start, KPERS' retirants and substitute teachers.

Personnel Policies & Professional Employee Negotiated Agreement Licensed/Certified Staff

APPENDIX A: COMPENSATION AND BENEFITS

- Professional Pay Salary Schedule and Placement Chart
- Health and Dental Insurance Plan Rates
 - Plan Rates
 - Web Sites
 - Medical Reimbursement
- Alternative Compensation
 - Alternative Compensation Categories
 - Extra-Curricular/Academic Support Salary Schedule
 - Longevity Component
 - Event Activities Stipend Rates
 - Requests for Additional Coaches/Sponsors
 - Stipend Payment for Supervising Students On Field Trips
 - BLT Approved Stipends
 - Other Stipend Rates
 - Traveling Educators by Assignment
 - Paid Educator Coverage Stipend Pay Form

OLATHE PUBLIC SCHOOLS

PROFESSIONAL PAY SALARY SCHEDULE and PLACEMENT CHART

2012-13

Numbers in Parenthesis Represent Years of PRIOR EXPERIENCE CREDIT per Salary Schedule Conditions/CBZEB of Agreement

NOTE: Due to Salary Schedule compaction in 2007-08, some levels contain NA due to no employees originally placed on those levels.

	Bachelor Columns								
■LEVEL	BS Salary	BS+12 Salary	BS+24 Salary						
1	(0)	(0)	(0)						
	38,279	38,853	39,436						
2	(1)	(1)	(1)						
	38,662	39,242	39,830						
3	(2-4)	(2-4)	(2-4)						
	39,126	39,713	40,308						
4	(5-8)	(5-7)	(5-7)						
	39,673	40,269	40,873						
5	(9-10)	(8)	(NA)						
3	40,150	40,752	41,363						
6	(11-15)*	(9-10)	(8-9)						
0	40,631	41,241	41,859						
7		(NA)	(10)						
,		41,736	42,362						
8		(11-13)	(NA)						
0		42,237	42,870						
9		(NA)	(11-13)						
9		42,828	43,470						
10		(14-15)	(NA)						
10		43,342	43,992						
11		(16-19)*	(14-16)						
'''		43,862	44,520						
12			(NA)						
12			45,054						
13			(17-19)						
			45,595						
14			(20-21)*						
			46,233						

*Staff in a starred cell for the first time during 2011-12 and remaining in that cell for 2012-13 will receive a \$400 stipend (BA/BS) or \$600 stipend (MA/MS/Dr) above the amount shown in the cell. Staff in a starred cell or off table prior to 2011-12 will receive a stipend of \$600 (BA/BS) or \$1000 (MA/MS/Dr). All amounts will be prorated by FTE. Stipends paid in two installments Oct. 30 and Mar. 30.

			Master	Columns			
	MS	MS+12	MS+24	MS+36	MS+48	MS+60	Doctorate
■LEVEL	Salary						
MAX -18	(0)	(0)	(0)	(0)	(0)	(0)	(0)
IVI/-OX - TO	44,168	48,143	51,321	53,784	55,505	57,948	58,898
MAX -17	(1)	(1)	(1)	(1)	(1)	(1)	(1)
W/ UX 17	44,610	48,625	51,834	54,322	56,060	58,527	59,477
MAX -16	(2-4)	(2-4)	(2-4)	(2-4)	(2-4)	(2-4)	(2-4)
10,000	45,190	49,257	52,508	55,028	56,789	59,288	60,238
MAX -15	(5-10)	(5-17)	(5-17)	(5-19)	(5-19)	(5-21)	(5-21)
	45,868	49,996	53,296	55,854	57,641	60,177	61,127
MAX -14	(11-13)	(NA)	(18-19)	(NA)	(NA)	(NA)	(NA)
	46,693	50,896	54,255	56,859	58,679	61,260	62,210
MAX -13	(NA)	(NA)	(NA)	(NA)	(20-21)	(NA)	(NA)
	47,300	51,557	54,960	57,598	59,441	62,057	63,007
MAX -12	(14-15)	(NA)	(NA)	(20-21)	(NA)	(22-23)	(22-23)
	47,915	52,228	55,675	58,347	60,214	62,864	63,814
MAX -11	(16-17)	(18-19)	(NA)	(NA)	(NA)	(NA)	(NA)
	48,538	52,907	56,398	59,106	60,997	63,681	64,631
MAX -10	(NA)	(NA)	(20-21)	(NA)	(22-23)	(NA)	(NA)
	49,412	53,859	57,414	60,170	62,095	64,827	65,777
MAX -9	(NA)	(NA)	(NA)	(22-23)	(NA)	(24-25)	(24-25)
	50,054	54,559	58,160	60,952	62,902	65,670	66,620
MAX -8	(NA)						
	50,705	55,268	58,916	61,744	63,720	66,524	67,474
MAX -7	(18-19)	(20-21)	(22-23)	(NA)	(24-25)	(26-27)	(26-27)
	51,364	55,987	59,682	62,547	64,548	67,388	68,338
MAX -6	(NA)	(NA)	(NA)	(24-25)	(NA)	(NA)	(NA)
	52,032	56,715	60,458	63,360	65,387	68,264	69,214
MAX -5	(NA)	(NA)	(NA)	(NA)	(26-27)	(28-29)	(28-29)
	52,968	57,736	61,546	64,500	66,564	69,493	70,443
MAX -4	(NA)	(22-23)	(24-25)	(26-27)	(NA)	(NA)	(NA)
	53,657	58,486	62,346	65,339	67,430	70,397	71,347
MAX -3	(20)	(NA)	(NA)	(NA)	(28-29)	(30)	(30)
	54,355	59,246	63,157	66,188	68,306	71,312	72,262
MAX -2	(21)	(NA)	(26-27)	(28-29)	(NA)	(31-32)	(31-32)
	55,061	60,017	63,978	67,049	69,194	72,239	73,189
MAX -1	(NA)	(24-25)	(NA)	(NA)	(30)	(33)	(33)
	55,887	60,917	64,937	68,054	70,232	73,322	74,272
MAX	(22-25)*	(26-29)*	(28-33)*	(30-37)*	(31-41)*	(34-45)*	(34-45)*
	56,893	62,013	66,106	69,279	71,496	76,558	77,508

NOTE: Contracts longer than 187 days are calculated based on this schedule's daily rate

■Levels as defined by Agreement: Salary Schedule Conditions (GBZEB), reflect placement on the salary schedule and do not necessarily equate to years of experience.

Additional	1. Up to an additional \$821 per month (depending on Plan selected) is provided per year for Health/Dental Plans.
Benefits /	2. Up to an additional \$240 match per year is provided for staff selecting Medical Expense Reimbursement
Compensation	3. Longevity Pay per Agreement (GBZE)

Beginning with the 2012-13 school year, professional development points earned on designated Professional Development Days in the professional calendar can only be used for relicensure. All previous points earned on Professional Development Days through 2011-12 which meet all other requirements (recency, total, etc.) may be used for salary schedule movement.

OLATHE DISTRICT SCHOOLS

Health and Dental Rates for Full-Time Employees

July 1, 2012 - June 30, 2013

Full Cost of Plan
Actual Premium Rate
Charged by BCBS

Standard Discount
No Wellness Participation by
Employee or Employee & Spouse

Wellness Discount
Participation by Employee
but Not Spouse

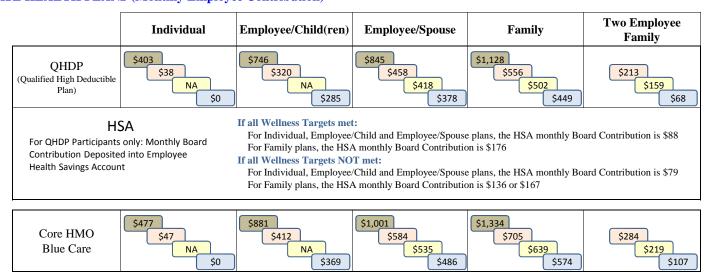
Full Wellness Discount
Participation by Employee or
Employee & Spouse

For ALL premiums, Full Wellness Discount means meeting ALL Wellness Targets as designated:

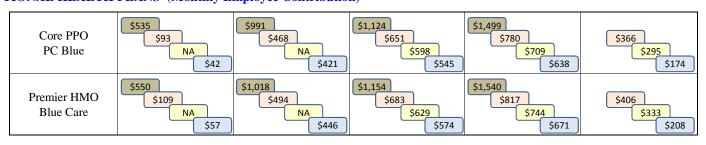
Employee Targets: a) Prevention b) Health Management, and c) Healthy Lifestyle. **Spouse** on health plan: a) Prevention and b) Health Management.

If Wellness Targets are met, Employee and/or Spouse will be eligible for the full Wellness Participation Premium Discount

BASE HEALTH PLANS (Monthly Employee Contribution)



OPTIONAL HEALTH PLANS (Monthly Employee Contribution)



DENTAL PLANS (Monthly Employee Contribution)

Full Premium Rate Without

Board Contribution

Employee Contribution

With Board Benefit



Health and Dental Benefits Information Websites

• District Benefits (BCBS Health & Delta Dental): http://hr.olatheschools.com/benefits/

• BCBS: <u>www.bluekc.com</u>

• Delta Dental: <u>www.deltadentalks.com</u>

MEDICAL REMIBURSEMENT TOTALS

- <u>MINIMUM MATCHING</u> = \$300.00
 - o \$150.00 Employee Per Year/\$150.00 Employer Per Year
 - o \$6.25 Per Check/ \$12.50 Per Month
- **MAXIMUM MATCHING** = \$480.00
 - o \$240.00 Employee Per Year/ \$240.00 Employer Per Year
 - o \$10.00 Per Check/ \$20.00 Per Month

Alternative Compensation Categories

Contained within this negotiated Agreement are many policies which provide for compensation in addition to the 187 day Salary Schedule. The Professional Council is dedicated to investigating additional alternative compensation policies to supplement the negotiated 187 day Salary Schedule in the following categories:

Knowledge and/or Skill: Additional compensation to individuals who demonstrate a specific knowledge base or set of skills that they can apply in the classroom and on their job.

- Salary schedule movement using professional development points (Policy GBZEB)
- Reimbursement of tuition for obtaining additional license/certification/ endorsements. (Policy GBZED)
- District reimburses \$500.00 to those applying to complete the NBPTS process upon submission of portfolio.
- District provides professional leave to complete NBPTS certification/ Highly Qualified process (Policy GBZCD)
- The District pays stipend of \$500 per semester (when certification is valid during the majority of the semester) to employees with valid NBPTS certification.
- District reimburses Speech Language Pathologist advanced national certification in the amount of \$250 per year.

Additional Pay for Additional Work: Compensation for a wide array of extra responsibilities beyond the professional and/or school day.

- Extra-Curricular/Academic Support Salary Schedule
- BLT Approved Stipends (BLT Service and Academic Support Stipends)
- Teaching and Learning Stipends
- Other District stipends
- Responsibility factor: Responsibility factor is additional pay for required additional duties beyond the employee's professional day. including, but not limited to: supervisory responsibilities for staff or students, budget management responsibilities, facility management responsibilities, students and/or staff program facilitation outside the typical professional day (evenings, weekends), professional development responsibilities (providing, facilitating).

Extra-Curricular/Academic Support Salary Schedule 2012-2013

The Schedule is determined by a percent of the base salary or a flat dollar amount.

The base salary for the 2012-2013 school year is \$29,215

		1110 5400	HIGH SCHOOL
Title/Type:	Proportion of Base:	Amount:	Positions:
Extra-Curricular	0.18	\$5259	Head: Football, Wrestling, Basketball, Track
Extra-Curricular	0.17	\$4967	Head: Baseball, Gymnastics, Soccer, Softball, Swimming, Volleyball
Academic Support	0.16	\$4674	Head: Drill Team, Instrumental Music (Band), Cheerleading
Academic Support	0.14	\$4090	Drama, Vocal Music, Instrumental Music (Orchestra), Debate, Forensics
Academic Support	0.12	\$3506	Musical Theater, Yearbook, Newspaper
Academic Support	0.11	\$3214	21stC. HS Transfer Program Facilitator (without supervisory hour)
Extra-Curricular	0.11	\$3214	Head: Cross Country; Assts.: Football, Wrestling, Basketball, Track
Extra-Curricular	0.102	\$2980	Assts.: Baseball, Gymnastics, Soccer, Softball, Swimming, Volleyball
Extra-Curricular	0.10	\$2922	Head: Bowling, Golf, Tennis
Academic Support	0.10	\$2922	Asst.: Instrumental Music (Band); Cheerleading, Drill Team, STUCO; 21 st CHS Onsite Program Facilitator (without supervisory hour)
Academic Support	0.084	\$2454	Assts.: Debate, Drama, Forensics, Vocal Music, Orchestra
Academic Support	0.08	\$2337	BLT Chair (without supervisory hour); 21 st CHS Transfer Program Facilitator (with supervisory hour).
Academic Support	0.072	\$2103	Technical Assistant, Assistant Musical Theater
Academic Support	0.07	\$2045	Mentor Program Sponsor
Extra-Curricular	0.066	\$1928	Asst. Cross Country
Academic Support	0.06	\$1753	Science Club/Olympiad, National Honor Society, Dept. Chair (Dept. of 10 FTE or more), 21st C. HS Onsite Program Facilitator (with supervisory hour)
Extra-Curricular	0.06	\$1753	Assts.: Bowling, Golf, Tennis
Academic Support	0.05	\$1461	KAY
Extra-Curricular	0.05	\$1461	Sr. & Jr. Class Sponsor
Academic Support	0.04	\$1169	BLT Chair (with supervisory hour); Freshman Drama, Freshman Drama Tech
Academic Support	0.036	\$1052	Asst: Science Olympiad
Academic Support	0.03	\$876	SASH, Future Teachers, TSA, Math Club, Scholars Bowl, Dept. Chair (Dept. of 9 FTE or fewer)
Extra-Curricular	0.03	\$876	Soph. & Freshman Class Sponsor
			MIDDLE SCHOOL
Title/Type:	% of Base:	Amount:	Positions:
Extra-Curricular	0.11	\$3214	Head: Football, Basketball, Track, Volleyball
Extra-Curricular	0.09	\$2629	Pep Club
Academic Support	0.09	\$2629	Head: Music (Band, Orch., Vocal), Drama, Cheerleading, Drill Team
Extra-Curricular	0.07	\$2045	Assts.: Football, Basketball, Track, Volleyball
Academic Support	0.06	\$1753	Science Club/Olympiad, Mentor Program Sponsor, Building Teacher Leader
Academic Support	0.05	\$1461	Assts.: Cheerleading, Publications, STUCO, KAY
Academic Support	0.036	\$1052	Asst: Science Olympiad
Academic Support	0.03	\$876	Math Club
Extra-Curricular	0.02	\$584	Cross Country
			ELEMENTARY SCHOOL
Title/Type:	% of Base:	Amount:	Positions:
Academic Support	0.03	\$876	Science Club, Math Club
	1	DI	STRICT (No Longevity Component)
Title/Type:	% of Base:	Amount:	Positions:
Academic Support	0.04	\$1169	1 st year Collegial Mentor
Academic Support	0.036	\$1052	Children's Choir (per choir)(4 total choirs)

7 todacimo oupport	0.0-	Ψ	1 year coneglar werter
Academic Support	0.036	\$1052	Children's Choir (per choir)(4 total choirs)
			Orientation Partner (year 1 new to District), Second-Year Collegial Mentor
Academic Support	0.02	\$584	* Suspended
	\$1000/semeste	r – 1 student	
Academic Support	\$50/sem-each	add'l student	eAcademy Instructor work beyond professional day (NOT eLearning)

EXTRA-CURRICULAR/ACADEMIC SUPPORT SALARY SCHEDULE LONGEVITY COMPONENT

NOTE: Implementation of longevity component is suspended.

Rationale for the longevity component is to recognize experience in specific assignments and to retain people in those same assignments.

The Extra-Curricular/Academic Support Salary Schedule shall be computed utilizing the following:

- 1. The adopted Extra-Curricular/Academic Support Salary Schedule as approved by the Board of Education. Extra-Curricular/Academic Support Salary Amount = Extra-Curricular/Academic Support assignment percent times (x) the Extra-Curricular/Academic Support Base Salary.
- 2. Longevity Amount = Extra-Curricular/Academic Support Salary times (x) Longevity Step Percent Factor.

EXAMPLE

An employee assigned as a Senior High Assistant Basketball Coach for the first time: Compensation determined by the Extra-Curricular/Academic Support area percent 11% (.11) X the Extra-Curricular/Academic Support Base Salary \$28,925 = \$3,181.92 (this number is rounded up to next amount evenly divisible by 24 pay periods).

LONGEVITY SALARY SCHEDULE

port Salary
pport Salary
pport Salary
pport Salary
r

EXAMPLE

An employee assigned as a Senior High Assistant Basketball Coach for Year 4 (fourth consecutive year): Compensation determined by the Extra-Curricular/Academic Support area percent (.11) X Extra-Curricular/ Academic Support Base Salary \$28,925 = \$3,181.92. Longevity Salary Schedule application = Step 4 (.21 X \$3,181.92) + \$3,181.92 or 1.21 X \$3,181.92 = \$3,850.32 (this number is rounded up to next amount evenly divisible by 24 pay periods).

ACCUMULATED EXPERIENCE: To be eligible for the longevity salary, an employee must perform a duty in the exact same assignment (or in the same sport or activity at the same organizational level) on a consecutive basis, from year to year. A change in assignment will result in an employee returning to the Extra-Curricular/Academic Support Salary only.

EXCEPTIONS:

An employee will be placed on year three level (14% of Extra-Curricular/Academic Support Salary), when changing from an assistant to a head sponsorship or coaching position in the same sport or activity, at any organizational level, after reaching year five level (28% of Extra-Curricular/Academic Support Salary) in the previous position.

An employee will be placed on year two level (7% of Extra-Curricular/Academic Support Salary), when changing to the exact same assignment at a different organizational level, after reaching year five level (28% of Extra-Curricular/Academic Support Salary) in the previous position.

An employee will remain on year five level (28% of Extra-Curricular/Academic Support Salary), when changing from head to assistant sponsorship or coaching position in the same sport or activity, at any organizational level, after reaching year five level (28% of Extra-Curricular/Academic Support Salary) in the previous position.

An employee will be placed on the next level of longevity when requested by the District to change positions in the same sport or activity at the same organizational level, unless one of the previously listed exceptions is in effect.

An employee will be placed on the appropriate level of longevity based on previous continuous experience in the similar sport or activity when adding or switching to a position in a similar sport or activity at the same organizational level, unless one of the previously listed exceptions is in effect.

BASE YEAR IMPLEMENTATION: Service on the Extra-Curricular/Academic Support Salary Schedule, during the 1993-94 school year, served as the **Base Year** for determining longevity status.

EVENT ACTIVITIES STIPEND RATES

High School	Format	Number of Events	High School	Format	Number of Events
Baseball	Single Game	1	Volleyball	Dual Meet	1
Baseball	Double Header	3	Volleyball	Triangular Meet	2
			Volleyball	Quadrangular Meet	2
Basketball	Single Game	1	Volleyball	Tournament	2/3 matches
Basketball	Double Header	2			
Basketball	Triple Header	3	Wrestling	Dual Meet	1
Basketball	Tournament	1/game	Wrestling	Double Dual Meet	2
			Wrestling	Tournament	1/session
Cross Country	Meet	1			
			Dances	Each dance	2
Football: varsity	Single Game	2	Mixers	Each mixer	1
Football:					
sub-varsity	Single Game	1	Plays	Each performance	1
			Concerts	Each performance	1
Gymnastics	Dual Meet	1	Musicals	Each performance	2
Gymnastics	Triangular Meet	1			
			Middle School	Format	Number of
Gymnastics	Quadrangular Meet	2			Events
Gymnastics	Invitational	3	Basketball	One game	1
Soccer	Single Game	1	Basketball	Two Games	2
Soccer	Double Header	2	Basketball	Tournament	2
Soccer	Tournament	1/game	Duoriotali	. Garriament	_
	. Garriament	17 ga1110	Football	One Game	1
Softball	Single Game	1	Football	Two Games	2
Softball	Double Header	2			_
	2000.01.00.00.	_	Track	Regular Meet	2
Swimming	Dual Meet	1	Track	City Championship	3
Swimming	Triangular Meet	2		- 9 1	-
Swimming	Quadrangular Meet	2	Volleyball	Dual Meet	1
Swimming	Invitational Meet	2/session	Volleyball	Triangular or Quad	2
3			Volleyball	Tournament	2/3matches
Track	Dual Meet	1.5	,		
		-	Mixers/ Activity	Each mixer/ Activity	
Track	Triangular Meet	2	Night	Night	1
Track	Quadrangular Meet	2	Plays	Each performance	1
Track	Invitational Meet	3	Concerts	Each performance	1
	irritational McCt	•	001100110	Lacif periormance	
Track	Quadrangular Meet	3	001100110	Lucii periormanee	•

One event is compensated at \$24.00

If the typical length of an activity is extended due to circumstances such as weather delay or extended playing time such as overtime or extra innings, additional pay may be requested through the Director of Athletics and Activities.

Supplemental Pay activities that are not designated above will have their number of events assigned as they occur by the building administrator responsible for supplemental activities.

Certain supplemental pay activities may be designated as more than one event. Any employee may make application for supplemental pay positions with the building administrator making the selection of those to be assigned to such duties.

NOTE: Positions that require certain qualifications such as starters, clerks, swim stroke judges, etc. are not listed.

Requests for Additional Coaches/Sponsors

Allocations of numbers of coaches/sponsors for the positions on the Extra-Curricular / Academic Support Salary Schedule are determined by Human Resources (HR) and communicated to individual building administrators. Building administrators may request, through HR, additional coaches/sponsors based on one or more of the following needs:

- Number of participants students participating in the activity necessitate additional coaches/sponsors.
- Safety the number of participants or nature of the activity necessitates additional coaches/sponsors for the safety of the students participating.
- **Supervision** additional support is needed and could be provided through additional coaches/sponsors or through occasional supervisor assistance per the District stipend rates.
- Other extenuating circumstance handled on a case-by-case basis through HR.

Once HR has reviewed and studied the building's request, a determination will be made on how best to address the building's needs and communicated to the building's administration. All approved additional positions are for one year only, paid as a District stipend without longevity component.

Stipend Payment for Supervising Students On Field Trips

(i.e. Debate, Forensics, Technology Student Association/TSA)

The following guidelines are for stipend payments to staff supervising students at competitions/events outside the personnel calendar employment dates.

- The competition must be a qualifying/qualified state or national event.
- The employee must be requested by the District/building to sponsor/coach the students during the event.
- The stipend will be at the project rate.
- A stipend for prior preparation time will be paid as needed at the District/building discretion according to length and type of competition/event.
- Travel days will be paid at the project stipend rate.
- One additional day will be paid at the project rate for each three (3) nights when the staff person must stay over. The project rate will be prorated for overnight stays of less than three nights (2/3 for two nights, 1/3 for one night).

BLT APPROVED STIPENDS

	Title/Type	Level(s)	Amount	Guidelines
-	 ACADEMIC SUPPORT STIPENDS BLT Service Supervision of Activities other than Supplemental Pay; Non-Instructional Task Assistance Supervision with Some Instruction School Improvement Support Tasks Instructional Tutors Projects Assessment Contacts 	All Levels	\$10,350 per Elementary \$8,500 per Middle School \$9,500 per High School	Includes sponsoring academic support activities not on current Extra-Curricular/Academic Support Salary Schedule SDC (Staff Development Council) Reps: Each school has at least 1 rep to the SDC. Each rep is paid a minimum of \$400. SDC reps may request additional stipend payment if their documented activities are greater than 25 hours, excluding the 5 district required meetings per year. Buildings have the option to split the amount among more than 1 rep
				or pay additional reps an amount agreed upon by BLT members, Olathe NEA AR, and the administrator. Job expectations are available in the Virtual File.

Other District Stipends

DESCRIPTION	RATE
Supervision of Activities other than Supplemental Pay; Non-Instructional Task Assistance (i.e. Activity Nights, Open Gym, Weight Room/Weight Training and Conditioning, Student Leadership Club)	\$12.00/hr
Supervision with Some Instruction (i.e. Media Night, Friday School, After School Programs, Language Honor Societies, Mentoring Contact, Service Learning Contact, Student Ambassador Sponsor)	\$15.00/hr
School Improvement Support Tasks (i.e. curriculum nights, curriculum and assessment tasks)	\$15.00/hr
Instructional Tutor (i.e. National Test Preparation, Tutoring, Summer School)	\$24.00/hr
Project Rate (i.e. T & L projects, eAcademy course development, qualified/qualifying state/national competition supervision beyond employee's employment dates per guidelines)	\$120/day
Cafeteria Supervision – Certified – Elementary Only	\$10/hr
Cafeteria Supervision – Certified – Middle and High School Only	\$500/yr or prorated
Weight Training and Conditioning Facilitator /Head Football CoachHigh School	\$3,000/year
Field Show Preparation: Head Drill Team, Assistant Band, Assistant Drill Team – High School	2.5 % of base salary/5 days
 NBPTS Certification State Incentive Bonus (during valid NBPTS certification) District stipend (paid for each semester when certification is valid for the majority of the semester) NOTE: Because the state is not providing the flow-through funding beginning in 2010-11 for the mandated state \$1000 annual incentive bonus for teachers with NBPTS certification and the district is required to pay the state incentive from local funds, this District stipend was suspended beginning in 2010-11. 	• \$1,000 annual • \$500/semester
Speech Language Pathologist advanced national certification	\$250/year
Administrative Designee (Max. 2 Assignments/day)	\$72/activity
 Responsibility Factors Coordinators: 242 day contract: \$7200.00; 220 day contract: \$6600.00; 207 day contract: \$6000.00 Facilitators: 60% of coordinator compensation per contract length IRT's: \$1500.00 	

Traveling Educators by Assignment Expense Reimbursement

The District provides financial assistance for educators assigned to travel between multiple locations as part of their required responsibilities. For approved travel between district facilities, the procedure for requesting approved travel reimbursement shall be the use of the reimbursement log method, and the basis for determination of distance for reimbursement shall be by use of the district's standard mileage chart at a mileage rate established by the Board. When approved as an exception by Human Resources or senior leadership administration only, an annual fixed-rate may be determined and paid in lieu of the reimbursement process as part of the employee's total compensation.

If the educator's personal mileage calculations do not align with the district's standard mileage chart, the educator may appeal to his/her supervisor. The supervisor may approve a mileage variance prior to submission of the request to payroll. Requests for reimbursement must be received by the employee's supervisor within 30 calendar days of the earliest travel event, when multiple events are listed in the same request.

Paid Educator Coverage Stipend Pay Form for Professional Staff Substituting for Colleagues

<u>Directions</u>: Use this form when requesting payment for coverage by a professional staff member of another professional staff member's assignment when that coverage is requested by administrative staff. If the coverage is an informal arrangement between colleagues, infrequent and of two hours or fewer, that coverage is not paid. Please refer to Policy GBZEF for further information.

Rate of Pay

Secondary		\$20/hour/hour/class period\$10 for ½ hour for each occurrence Block schedule classes are considered two class periods						
Combination	When classes are among several ir		naximum (of \$120 per da	y may be paid	to one individual or distributed		
Nurses	attention to hea	Ith issues is nec	essary, the	e covering nurs	se will be paid	e partnered school nurse and on-site \$20.00 to compensate for the loss of e Professional Day.		
Employe	e to be paid							
Employe	eID	Building	5					
Employee sub	bed for	Date subbed for	Reason Code (see below)	Hours in ½ hour increments	Amount owed @\$20 per hour	Acct no. the account number will (sample below is the default—use other codes if needed)		
Sally Sue Sam	ple	10/22/13	4	1.5	\$30	006.1000.112.067.002		
 Be At Fi Co In Pr 	ODES ness ereavement thletic Activity eld Trip omputer Learning As ternational Languag rofessional Meeting (e Associate (Ele (explanation red	mentary) quired)					
Signature o	of Employee to be Pa	nid				Date		
	upervisor approval_					Date		
Please retu	urn completed form	to Shelly Longs	treth, Mg	r. Substitute S	ervices, Educa	tion Center.		
	This form ca	n also be found in the	Virtual File und	der Human Resource	s/Payroll/Leaves, Sul	bstitute Services		

Personnel Policies & Professional Employee Negotiated Agreement Licensed/Certified Staff

APPENDIX B: Contract and Calendar Related Information

□ Employment Calendar Information

- Personnel Calendar Employment Dates
- Primary Contract Lengths
- Flex Days Beginning of the Year
 - Staff on 187 Day Contract
 - Staff on Contract Longer Than 187 Days
- Vacations
- Notification Dates: Continuing Contract, Resignation, Release from Contract

□ Leaves:

- Personal Business Leave form
- FMLA Summary (Family and Medical Leave Act)
- USERRA (Uniformed Services Employment and Reemployment Rights Act)
- Leaves When Separating From the District

□ Scheduling Documents

- Elementary Scheduling Document
- Middle School Scheduling Document
- High School Scheduling Document

□ Professional Development Calendar Items

- o Preservice Outline
- o Professional Development and Preparation Days
- o Variance Request Template

□ Calendar Items Related to Students

- o Grade & Reporting Dates
- o Parent-Guardian/Teacher Conference Guidelines

☐ **District Calendars** (Latest calendars on the O-Zone, Calendar Tab)

- o Current Year Calendar
- Following Year Calendar



2012 - 2013

School Year Personnel Calendar **Employment Dates**

Custodians **Teachers** 21 n

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July 2 - June 28	Coordinators/Facilitators 3 (242), Administrators 12-month (242), Secretaries (238/242/244), Bookkeeper/Data Operators (238, 242)
	Custodians (247), Instructional Tech (242)

July 17 - June 5	Secretaries (210), Media Paraeducators (2	10),
•	Data Operators (210)	,.

July 17 - June 11..... Elementary Principals (214)

July 17 - June 19 Middle Level and High School Principals (220), High School Lead Counselors (220)

July 18 - June 6 Middle Level and High School Counselors (210)

July 2 - June 12 or Bookkeepers/Data Operators (225)

July 19 - June 28

July 26 - June 11...... Coordinators/Facilitators 1 (207) Instructional Resource Teachers (207)

July 26 - June 14 Coordinators' Secretaries (210)

July 26 - June 28 Coordinators/Facilitators 2 (220)

July 25 - May 23 International Language Interpreters (184)

July 26 - May 29 Elementary Counselors (197)

July 31 - May 31 Tech/LMS Support (197) Secondary Library Media Specialists (197) Psychologists (197)

Secondary Library Clerk (186)

July 31 - August 14 Autism Specialist 2 (207)

August 2 - May 28..... Elementary Library Clerk (181) Elementary Library Media Specialists (192)

August 3 - May 24 Teachers new to the District (190)

August 8 - May 24 Returning Teachers (187), Autism Specialist 1 (187)

August 9 - May 23 Deaf/Hard of Hearing Interpreters (173)

August 10 - May 23 Alternative Education Aide (172)

August 14 - May 23 Paraeducators (170)

August 15 - May 23 School Aides (169),

Computer Learning Associates (variable)

August 15 - May 23 International Language Associates (169.5/170.5)

May 24 - Teacher Last Day

Teacher Daily Rate: 187 • Custodians: 247

Licensed/certified employees working during June and July should refer to the Professional Agreement (Appendix B) for summer hours information.

Notice of Non-discrimination: The Olathe Public Schools prohibit discrimination on the basis of race, color, national origin, sex, age, or disability in admissions, access, treatment or employment, in its programs and activities as required by: Title IX of the Education Amendments of 1972, Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973. Inquiries regarding compliance with applicable civil rights statutes related to ethnicity, gender, the ADA or age discrimination may be directed to Staff Counsel, 14160 Black Bob Road. Olathe, KS 66063-2000, phone 913-780-7000. All inquiries regarding compliance with applicable statutes regarding Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act and the Americans with Disabilities Act may be directed to the Assistant Superintendent General Administration, 14160 Black Bob Rd. Olathe, KS 66063-2000, phone 913-780-7000. Interested persons including those with impaired vision or hearing, can also obtain information as to the existence and location of services, activities and facilities that are accessible to and usable by disabled persons by calling the Assistant Superintendent General Administration, (06/10)

Highlighted dates indicate personal business leave black out dates for certified bargaining unit staff.

(Revised 8/21/2012)

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PRIMARY CONTRACT LENGTHS

<u>Position</u>	Contract days
Educator (licensed/certified, non-administrative)	187
Educator new to the district	190
Special Education	
Psychologist	197
Autism Specialist 1	187
Autism Specialist 2 (w/extended school year)	207
Counselor	
Secondary	210
HS Lead/Master Schedule Counselor (1 per building)	220
Elementary	197
Library Media Specialist	
Secondary	197
Elementary	192
Teaching and Learning Staff	
Coordinator/Facilitator 1	207
Coordinator/Facilitator 2	220
Coordinator/Facilitator 3	242
Instructional Resource Teacher	207
Tech/LMS Support	197

Flex Days - Beginning of the Year Guidelines for Staff On Contracts Longer Than 187 Days

Flex Days allow licensed/certified staff members on contracts longer than 187 days to complete important work, while allowing for some professional flexibility. All licensed/certified staff have flex days available to them for the school year.

For individuals on longer than 187 day contracts, various flex day options are available depending on their position and the needs of that position. Outlined below are the flex day options for various categories of licensed/certified staff members. Also see Policy GBZCCA (Negotiated Agreement) for additional options.

For individuals on 187 day contracts the Beginning of the Year flex day form is completed.

Position	Beginning of Year Flex
School Psychs, Library Media Specialists, C/TE, Teachers, Counselors (1 Day) (Beginning of Year)	1 st Day of Contract – Work one flex day (8 hrs.) any time two weeks prior to the initial date of the new contract. The form is provided to the principal and/or his/her designee after the 8 hours are complete. Work occurs at the school or work location at times the building is accessible. As in the past, not all areas of buildings are air conditioned during this entire period. For safety reasons, staff should leave the building before dark. Weekend time is excluded.
	Procedure: Use the Beginning of Year Flex Form.
IRTs, Coordinators (not 242 days), Facilitators (Not 242 days; those receiving a responsibility factor) (1 Day) (Beginning of Year)	1 st Day of Contract (or with first five (5) full student days— Work one flex day (8 hrs.) any time four weeks prior to the initial date of the new contract. The form is provided to the supervisor after the 8 hours are complete. Work occurs at the school or work location at times the building is accessible, or an agreed upon work location. For safety reasons, staff should leave the building before dark. Weekend time is excluded.
	<u>Procedure</u> : Use the Beginning of Year Flex Form or work with immediate supervisor.
242-day Certified/Licensed Staff (2 Days)	242-day certified/licensed staff may earn 2 flex days (16 hours) by working outside the normal working day on a project or activity approved by the supervisor ahead of time. Work occurs primarily at the work site.
	Procedure: The staff member submits dates to their immediate supervisor <u>prior</u> to work occurring and <u>prior</u> to determining which days will be taken as the flex day. Days taken will be recorded as "NW – Non-Work" on the official attendance sheet. Flex days must be taken within the year earned.

Flex Day - Beginning of Year Guidelines for Staff On 187 Day Contract

Preservice classroom and work-site preparation time provides licensed/certified staff members time within their contract to be prepared for students' arrival for the beginning of a new school year.

The Beginning of Year (BOY) Flex Day allows staff two options to prepare for the beginning of the school year with some professional flexibility.

- 1. Educators may work at their individual work site on the day designated as the Educator Flex Day. No form is needed for this option.
- 2. Educators may work 8 hours prior to the designated Educator Flex Day. The timeline for the work to occur is from the first day that the schools are officially open to the public (designated on the district website) and during the hours the school building/work site is open. This does not include weekends. As in the past, not all areas of buildings are air conditioned during this entire period. For safety reasons, staff should leave the building before dark. Staff selecting this option should complete the form below and provide it to their principal or his/her designee when the 8 hours are complete.

The	e following guidelines have be	een established:						
	All certified staff who work on a day(s) other than returning educators first full day designated as the Educator Flex Day on the district calendar should indicate their plans to their administrator, both as							
	a measure of accountability and safety. A total of 8 hours are worked.							
	The contract of the contract o							
☐ The 8 hours is a paid work day. If the BOY Flex Day 8 hours is not worked, then one day of pay wi be deducted.								
	Staff on contracts longer than	ntracts longer than 187 days refer to the "Guidelines for Staff on Contracts Longer Than						
	187 Days." (also included in t							
		vidual Plan for Beginning of Year Flex Day Vorking On Site on Staff First Full Flex Day on Official Calendar						
	Name							
Da	te(s) Work Completed Prior to	returning educators first full day						
Dates # Hours								

Return this form to your administrator when the 8 hours are complete.

Total Hours = (8 hours required)

VACATIONS

A non-administrative licensed/certified personnel employed on a twelve-month basis may be granted a vacation of 15 working days for each fiscal year. Vacation time does not accumulate from year to year and must be used by the end of the fiscal year which follows the fiscal year in which it is earned. Vacation pay is allowed, upon resignation of an employee working on a 12-month basis to the extent of his/her entitlement. Vacation time must be taken in 1 hour increments.

Notification Date: Continuing Contract, Resignation, Release From Contract

Kansas Statute 72-5437:

Written notice to terminate a contract may be served by a board upon any teacher prior to the time the contract has been completed, and written notice of intention to non-renew a contract shall be served by a board upon any teacher on or before the third Friday in May. A teacher shall give written notice to a board that the teacher does not desire continuation of a contract on or before the 14th calendar day following the third Friday in May...

The following dates are designated for the 2012-13 school year.

- ▲ Deadline for notice by the district for non-renewal of contracts: May 17, 2012
- ▲ Deadline for licensed/certified staff resignation from continuing contracts for the subsequent contract year: May 31, 2012

CERTIFIED/LICENSED PERSONAL BUSINESS LEAVE

(Request form for Blackout Days, days when percentages are exceeded, personal business leave has been exhausted, or notification time requirement not met)

Please read this form carefully and complete all applicable sections. Print form, sign, and inform your principal/supervisor. Please send the completed and signed form including explanation to Dr. Cathy Donovan in Human Resources at least 2 days prior to the requested leave. Employee Name: _____ Employee ID #: Home School/Location: Position: _____ Date(s) Requested for Personal Leave (specify if AM/PM only): _____ Personal Leave hours available: _____ FTE for your position (see page 2 for examples): _____ Please note: You must check category 1a, 1b, OR 2c and provide explanation 1. Non-discretionary during Blackout Day OR if building/district caps are exceeded: Choose option a or b a-Circumstances unforeseen that prevent prior notice (Ex. automobile trouble or accident, basement flooding, etc.) Please refer to Page 2 for more specific examples of common requests. b-Circumstances beyond the employee's control (Ex. travel to out-of-town college graduations, religious holidays, immediate family weddings or in wedding party, moving child to college on designated move-in day etc.) Please refer to Page 2 for more specific examples of common requests. Explanation (required): _____ 2. Discretionary during Blackout Days or when percentages are exceeded ONLY: Note for discretionary requests during Blackout Days or when percentages are exceeded: Employee must agree to a salary deduction of the substitute rate of pay for each day of discretionary Personal Business Leave in addition to use of a Personal Business Leave day OR a 2 for 1 deduction of Personal Business Leave for each day of absence. Discretionary Personal Business Leave may not be used during Parent-Teacher Conferences or on professional development days). c-Discretionary Personal Business Leave: (Ex. attend child's field trips, closing on home loan, honeymoon trips or other trips with spouse for business or pleasure, family reunions, college visits, trips won through contests or purchased/received for events etc.) Please choose one of the two options listed below. Please refer to Page 2 for more specific examples of common requests. Explanation (required): I request deduction of the daily substitute rate for each day of my absence in addition to deduction of a Personal Business Leave day. ☐ I request a 2 for 1 deduction of Personal Business Leave for each day of absence. I realize that by using this Personal Business Leave day, it will not be available to add two days to my accumulated illness/bereavement leave at the end of the school year or to accrue to purchase health/dental insurance upon retirement or to be exchanged for a cash payment to one Section 125 benefit account. I understand my responsibility to work with my building administrator/supervisor to make appropriate plans for my absence, with as much notice as possible. Employee signature: For Office Use Only: If a substitute will be required, I request the following substitutes: 1. 2. Form available in the O-Zone/Document & Forms Tabs/HR Forms

FTE Chart:

8.0 hours = 1.0 FTE 7.2 hours = .9 FTE 6.4 hours = .8 FTE 5.6 hours = .7 FTE 4.8 hours = .6 FTE 4.0 hours = .5 FTE 3.2 hours = .4 FTE 2.4 hours = .3 FTE 1.6 hours = .2 FTE 0.8 hours = .1 FTE

Recommendations for Categories of Differentiated Approval

NON-DISCRETIONARY

Examples that appear not to be totally discretionary:

- "....Unforeseen and prevent prior notice"
- -absence for illness, but has exhausted illness/bereavement leave
- -car breakdown, emergency repair
- -garage door frozen shut; frozen-broken water pipes
- -cancellation of flights/unscheduled travel delays
- "...Circumstances beyond control of the employee"
- -travel to out-of-town immediate family wedding, or if a member of the wedding party (i.e., bridesmaid, best man, etc.)
 Immediate family: Parent, Grandparent, Brother, Sister, Child, Grandchild of employee or employee's spouse.
- -preparation for wedding of self or immediate family
- -employee's own graduate comprehensive exams or thesis/dissertation defense
- -travel to out-of-KC metro area immediate family graduation from HS or college, or to attend local graduation programs/ceremonies at other schools, or ceremonies for citizenship, bar exam completion.
- -religious holiday observances
- -moving son or daughter to college on designated dorm/ sorority/frat move-in day
- -moving self or immediate family, only when availability of assistance or relocation timeframe cannot reasonably be accomplished without use of work time
- -travel to accompany military family member leaving, or arriving home from duty
- -required court appearance for personal matters such as child custody, divorce, witness to criminal cases

DISCRETIONARY

Examples that appear to be discretionary (voluntary choice of employee to attend, though date and time of event may not have been determined by employee)

- -attend college visit for son/daughter
- -attend out-of-town family or college reunion
- -trips purchased, won, or received by family members (anniversary presents, contests, offered Final Four tickets, accompany spouse on business trips)
- -attend child's field trips or classroom parties as supervisor/chaperone
- -attend family celebration (parent's /grandparent's birthday, parents' anniversary)
- -honeymoon trips, significant wedding anniversary of employee trips
- -attend spouse/family recognition event (award presentations, retirement ceremonies/presentations)
- -closing on a house/property
- -attend program/event related to outside interests, organizations (church or other organization functions, mission trips, conference related to part-time employment, retirement seminars, employee or immediate family athletic or activity tournament/championships)
- -moving self or immediate family, except when availability of assistance or relocation timeframe cannot reasonably be accomplished without use of work time
- -closing on estate or other legal signings
- -transportation for visiting relatives/friends from out-of-town
- -prepare/ travel / set up for exhibit at art fairs or other displays for personal gain or personal interests
- -Attorney meetings / legal matters or proceedings not pertaining to district responsibilities or interests

NOTE: the above are not intended to be all-inclusive lists, but should be referred to for common requests and guidance for similar situations.

EMPLOYEE RIGHTS AND RESPONSIBILITIES

UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, jobprotected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information: 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

















YOUR RIGHTS UNDER USERRA THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- you ensure that your employer receives advance written or verbal notice of your service;
- you have five years or less of cumulative service in the uniformed services while with that particular employer;
- you return to work or apply for reemployment in a timely manner after conclusion of service; and
- you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- 公 are a past or present member of the uniformed service;
- have applied for membership in the uniformed service; or
- are obligated to serve in the uniformed service;

then an employer may not deny you:

- initial employment; 2
- reemployment; 公
- retention in employment;
- promotion; or
- any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

- If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

- The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints. of USERRA violations.
- For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at http://www.dol.gov/vets. An interactive online USERRA Advisor can be viewed at http://www.dol.gov/elaws/userra.htm.
- If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: http://www.dol.gov/vets/programs/userra/poster.htm. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.











U.S. Department of Labor 1-866-487-2365

U.S. Department of Justice Office of Special Counsel

1-800-336-4590

Publication Date—October 2008

Leaves When Separating from the District

What happens to my accumulated leave if I retire, resign, or am granted a Board Approved Leave of Absence?	Resignation (Policy GBO, Negotiated Agreement)	Retirement (Policy GBOA, Negotiated Agreement)	Full Year (Policy GBZCD, Negotiated Agreement)	
Illness /Bereavement Leave (Policy GBZCDA, Negotiated Agreement)	Unused accumulated leave is forfeited (except for use with Retirement Insurance Benefit Plan (GBOA)	Can exchange accumulated leave for contribution to HRA in the year of KPERS retirement	Accumulated leave balance is frozen while on leave.	
Personal Business Leave (Policy GBZCDA, Negotiated Agreement)	Same as above	Same as above if unused leave is converted to illness/bereavement	No Personal Business Leave allocated or charged while on leave.	
Vacation (Policy GBZCF, Negotiated Agreement)	Unused days paid out upon resignation at daily rate with which they were earned	Unused days paid out upon retirement at daily rate with which they were earned	No Vacation allocated or charged. Any days carried over from prior contract will still expire after current contract year even if on leave.	
VERP – Voluntary Early Retirement Plan (Policy GBOB, Negotiated Agreement)	Not applicable to resignation **	Eligible to participate until age of earliest full Social Security benefit, if retiring with KPERS and at least 15 continuous yrs. in Olathe		

Olathe Public Schools Elementary Scheduling Document Guideline

Updated May 2012 ~ Approved by Professional Council

Rotation Schedule

Elementary schedules utilize a 5-day rotation schedule (ABCDE days), in order to provide scheduling equity for all programs and classroom teachers.

- Classes included on the rotation schedule include: PE, music, library, computer, International Language, art, counselor, band, strings, Quest, and Resource.
- Speech/language classes will be included on the rotation schedule to the extent possible.
- Student Intervention Team (SIT) and Enhanced PLC's will be included on the rotation schedule.
- The rotation schedule may be incompatible with the scheduling needs of part-time or itinerant staff. These situations are problem-solved on a case-by-case basis.
- A year-long district calendar will be published for the 5-day rotation to provide consistency from building to building.
- Inclement weather days do **not** change the rotation calendar.

Guidance for Master Schedule

When building an elementary schedule there are many factors to consider. All stakeholders have an interest in the schedule and requirements that make that schedule workable and effective for students and staff. The major goals of any schedule are to maintain blocks of time that promote good instruction in addition to providing time for teachers to adequately prepare and collaborate. The following concepts provide some guidance for achieving these goals:

- PLC time must be provided in the schedule during the professional day. PLC's will meet every A-E rotation for thirty minutes or in blocks of time which equal this provision and meet educators' learning needs. Enhanced PLC meetings replace the regularly schedule PLC and are not an additional PLC in any given A-E rotation.
- Teachers (including support staff) should have at least 30 minutes of individual plan per day. Whenever feasible, two 30-minute classes should be placed together to form a 60-minute block. In your planning be sure to consider the supervision of students as they transition from one class to the next. The time between 8:00-8:20 and 3:40-4:00 may not be counted as plan time.
- Make an effort to schedule grade levels at about the same time every day to make it more efficient for support staff (e.g. Title 1, special education, counselor, band, strings, and ELL) to schedule their students. This also facilitates rehearsals for performance groups.
- Consider the needs of your support staff (e.g. music, P.E.) by not scheduling too many sections of students back to back. Try to schedule a break for the specialist after every three to four 30-minute sections.
- Prioritize content instructional assignments with students (e.g., class time, Special Chorus instruction) over duty assignments. If your support staff has large class loads, consider other staff members for duty assignments first.
- Work to create a balanced schedule with no more than 9-11 classes per day for library, P.E. and music (12 is the maximum class load a teacher should have in one day) and 5 classes for art (6 is the maximum class load an art teacher should have in one day).
- As you create schedules, remember the same guidelines for the CLA and ILA.
- Consider whether or not you can provide open blocks of time in your library media center for flexible scheduling of classes doing research projects.

Plan Time

Individual plan time is important for educators to prepare for professional responsibilities which include planning, preparation, evaluation of instructional activities and maintaining parent/family communication. It is recognized that on occasion administrative meetings may occur during individual plan time which is the exception and not the rule. Unless a variance is approved by Professional Council, all elementary educators assigned to teach full-time in an elementary program will normally have 270 minutes per A-E rotation. In general, elementary plan time will be scheduled in blocks of at least 30 minutes. Non-classroom educators will have plan time commensurate with this policy in varied time increments for the purposes of planning, preparation, and evaluation of instructional activities. All bargaining unit members whose primary responsibility is not instructing students will have time commensurate with this policy in varied time increments for purposes of documenting, evaluating and completing work related activities. (Olathe School Board Policy GBZCC) When possible Four-Year-Old-Early Childhood and Half Day Kindergarten 15-minute classes should be scheduled back-to-back to allow for a 30-minute plan block, or scheduled as 30-minute classes once per week (PE, music, or International Language for K only) or a 30-minute class (computer or library) every other week. Three-Year-Old Early Childhood will participate only in Library for 15 minutes per week. Classroom teacher plan time is achieved as students participate in these classes.

Class	Class Four-Year-Old Early Childhood		Full-Day Kindergarten, Grades 1-5	
Physical Education	15 min. twice/A-E rotation	15 min. twice/A-E rotation	30 min. twice/A-E rotation	
General Music	15 min. twice/A-E rotation	15 min. twice/A-E rotation	30 min. twice/A-E rotation	
Library	15 min. per A-E rotation	15 min. per A-E rotation	30 min. per A-E rotation	
Computer Lab (CLA)	15 min. per A-E rotation	15 min. per A-E rotation	30 min. per A-E rotation	
International Language	NA	15 min. twice/A-E rotation	30 min. twice/A-E rotation	
(ILA)				
Art	30 min. per A-E rotation	30 min. per A-E rotation	60 min. per A-E rotation	

Plan Blocks: While it is recognized that variations from school to school may not always make it possible, it is recommended that scheduling be designed to make a minimum of 1 hour of common plan time available per week for grade level collaborative planning.

Professional Learning Communities: A 30-minute slot every week (or the equivalent number of 30-minute slots at intervals addressing learning needs) will be used for Professional Learning Communities (PLC's) for the following purposes:

- Establishing specific, results-oriented goals for learning
- Collaborating and developing common strategies to improve student learning
- Developing lists of common essential learning components and common assessments for that curricular area/grade level
- Examining student work
- Discussing strategies for differentiating instruction and student interventions
- Creating joint lesson plans
- Sharing expertise in specific areas
- Analyzing and monitoring student data

PLC's are most effective when PLC time is focused on student learning by being agenda driven with a timeline for team products included. (Agendas are collaboratively developed by the PLC with input from building administrators and BLT's, as appropriate)

NOTE: Classroom guidance instruction, typically provided for 30 minutes every other week by the Elementary Counselor, is not included in individual plan time, and the classroom teacher is not required to stay in the classroom during counselor time.

The elementary educator's professional day is 8:00-4:00. During an A-E rotation the educator should normally have a minimum of 270 minutes for individual planning and 30 minutes for PLC's in addition to 25 minutes of duty free lunch daily. Additional duties can be assigned if there is time available in the educator's day.

Elementary Weekly Time Allotment



The following chart outlines weekly time allotments by available minutes. See the **daily** planning details and possible *ranges of time* to consider for individual subjects on the back of this document. Time listed on the weekly allotment is based on the lower time range for individual subjects/components.

	Half-Day	Full- Day	_	2	3	4	5
	K	K	1				
Total Weekly Time	950	2200	2200	2200	2200	2200	2200
CORE INSTRUCTION							
Reading/Language Arts	425	825	825	825	725	725	675
Math	125	300	300	300	300	300	300
Social Studies	75	125	125	125	175	175	200
Science/ Health/Counseling	75	125	150	150	175	175	200
Instructional Focus*	as directed	100	100	100	100	100	100
	by bldg.						
CURRICULUM/SPECIALS							
Physical Education	30	60	60	60	60	60	60
General Music	30	60	60	60	60	60	60
Visual Arts	30	60	60	60	60	60	60
Library	15	30	30	30	30	30	30
Computer	15	30	30	30	30	30	30
International Language	30	60	60	60	60	60	60
Band/Strings							75★
Special Chorus						60★	60★
LUNCH/ACTIVITY (Recess)	75	275	275	275	275	275	275
Transition (daily movement to & from)	25	100	100	100	100	100	100
TOTAL MINIMUM TIME	950	2150	2175	2175	2150	2150	2150

- *Instructional Focus is based on individual building implementation. *Band/Strings & Special Chorus do not involve all students at the grade level.
- Recess / Lunch: 1 AM or PM recess = 15 min; 1 Noon recess = 15 min.; Lunch = 25 min.
- International Language: Last Day of Class is last lettered day
- Guidance & Counseling: . Counseling lessons are not provided on the last five full days of student attendance.
- Art/P.E./General Music: Last Day of Class is last lettered day
- Library:Last Day of Class is last lettered day
- Computer LaLast Day of Class is last lettered day Band/Strings

 Last day of class: Next to the last full day of student attendance
- NOTE: Educators should be provided plan time per policy during ALL student attendance days. Flexible arrangements can be made during half days.

DAILY TIME ALLOTMENTS						INSTRUCTIONAL PLANNING GUIDELINES		
	Half-Day	Full-Day K	Grades	Grades	Grade	Flexibility in planning weekly instruction		
	К	K	1-2	3-4	5	Daily schedules vary when approximating the time ranges listed. Planning decisions are also based on student needs.		
		165	165	145		 Beginning of the day time is prime time for planning key instructional tasks 		
Reading/Language Arts	85				135	to maximize learning time. Likewise, the end of the day keeps students		
Read Aloud	10	15-20	15	15	15	 focused on learning. One teaching essential is the understanding of multiple curriculum objectives that fill the day with learning. Posting the focus objective(s) and 		
Shared Reading	20-25	40-45	30-40	30-35	30-35	teaching to these objective(s) helps students gain a sense of purpose and accomplishment in daily learning.		
Small Group Instruction & Intervention (Guided reading, SOAR, MTSS)	30-40	60-70	80	60	60	 Subject Integration (supported by Common Core Standards) Integration is essential for grade level curriculum implementation. Weekly integration planning includes a consistent focus on: 1) writing throughout 		
Word work (K – 2nd) Spelling (1 st – 2 nd)	10-15	20-25	10-15			the curriculum, 2) reading indicators taught and reinforced in social studies/science, 3) expository text used in reading tied to social studies/science learning (shared reading, read aloud, small group		
Writing/Handwriting	15-20	30-35	25-30	40-45 includes spelling	30-35 includes spelling	instruction), and 4) vocabulary/word work taught throughout the day. In order for students to meet the recommended amount of writing for increased literacy, student writing is critical throughout the day. Flexible Small Group Instruction		
Math (includes math instruction & MTSS interventions)	25-30	60-70	60-75	60-75	60-75	 Small group instruction/guided reading is an essential Tier 1 component of the reading program. Interventions/MTSS for select students may be embedded in guided reading, math small group support, instructional focus, and delivered as a part of flexible group time during the day or by staff 		
Social Studies	15-20	25-30	25	35-45	40-45	trained to deliver the intervention in a different location. Independent Student Practice/Work Instructional components such as independent reading are included in the independent practice/work time for students. Independent work must also		
Science Health/Counseling	15-20	25-30	30	35-45	40-45	 address the best use of learning time. Instructional Focus* If your building does not include an instructional focus time during the day, the listed time is available for other curriculum priorities. Instructional focus 		
Instructional Focus*	as directed by bldg.	20-25	20-25	20-25	20-25	instruction supports reading or math curriculum. Daily Transitions		
Curriculum/specials beyond the classroom, lunch, recess	35-50	115	115	115	115	 Transitions to and from activities during the day can soak up valuable instructional time. Student expectations for efficiency are a part of the instruction and practice in implementing classroom and school routines/procedures. Sponge activities can be utilized. 5th Grade Departmentalization 		
Daily transitions	5-10	20-25	20-25	20-25	20-25	The 5 th grade schedule for those schools choosing to departmentalize includes reading instruction taught by the homeroom teacher.		

Special Education Scheduling and Plan Time

It is the belief of the district that appropriate instructional planning is necessary for educators to deliver quality instruction to students. While the district is committed to providing equitable plan time for special educators, it is more challenging to identify across-the-board solutions that work for every special educator. It is also acknowledged that the role of the special educator has changed to include process and building level responsibilities that directly and indirectly impact the identification of students in need of special services.

In order to provide for appropriate plan time, it is recommended that special educators establish their schedules according to the following guidelines:

- 1. First priority: Schedule the time necessary to address the needs of student caseload as determined by IEPs.
- 2. Plan for 25 minutes for duty free lunch daily.
- 3. Plan for the equivalent of 270 minutes per A-E rotation for individual plan time in whatever time increments work best for the educator and the students. Plan time activities include lesson planning, grading assessments, collaborative planning, IEP planning, etc.
- 4. <u>In consultation with the educator's building administrator</u>, determine how the educator will most appropriately schedule other activities and responsibilities (recommended not to exceed 270 minutes per week). These responsibilities fall into two categories: special education process responsibilities and building level responsibilities. Process responsibilities must take precedence over building level responsibilities.
 - Process responsibilities include:
 - Evaluation (observing, testing, etc.)
 - IEP meetings
 - Student Intervention Team (SIT) and Enhanced PLC participation. Many special educators are
 involved in SIT meetings on a weekly basis. However it is suggested that the special educator and
 the building principal collaborate about how to schedule SIT/MTSS involvement in the most
 efficient way. Determine which SIT/MTSS meetings require the participation of the resource
 teacher and try to schedule these meetings in such a way as to maximize the special educator's
 schedule.
 - Building responsibilities might include:
 - Early Reading Intervention (ERI)
 - Supervisory building responsibilities
 NOTE: Other building responsibilities may be assigned by the administrator or taken on by the educator if there is time remaining during the instructional day. It is recommended that building-level responsibilities be assigned <u>before or after school</u>, in order to best utilize the skills of the special educator during the instructional day.

A **variance** must be submitted to the superintendent's designee and approved by Professional Council subcommittee if the special educator voluntarily agrees to plan time that is not congruent with the Collective Bargaining Agreement (270 minutes of individual plan time per A-E rotation in 30-minute minimum blocks of time). Building responsibilities that are not part of the SPED process should be eliminated before a teacher would consider signing a plan time variance and submitting it.

If numbers 1-3 and process responsibilities cannot be accomplished, the special educator, building administrator, Special Services Coordinator and Olathe NEA Representative, if requested, should collaborate to seek a solution congruent with the Professional Agreement.

Self-contained special educators present a challenge for identifying plan time, but it is the intent that plan time as stipulated in the Collective Bargaining Agreement be provided. The PLAN TIME IDENTIFICATION FORM included in this document provides a "menu" of options that may provide an opportunity for the self-contained special educator and building administrator to collaboratively identify a minimum of 270 minutes of plan time per A-E rotation. This form is to be completed and submitted to the Assistant Director of Special Education by September 15th each year if the special educator and building administrator cannot find adequate plan time. The assistant director or designee will work with the team to find the appropriate plan time.

Elementary Supervision

Supervision responsibilities are assigned by the building administrator to ensure a safe and orderly learning environment. All certified/licensed staff assigned to a building may be requested to assist with supervision duties such as recess supervision, before/after school, etc. Due to responsibilities at multiple buildings, itinerant staff serving a building less than .5 should not be assigned building supervision duties unless all other options have been exhausted. It should be recognized that no two supervision duties are equal, but attempts should be made to provide equity.

Recess Supervision:

Elementary students in grades K-5 will participate in 2 recesses per day of 15 minutes each. One recess is attached to lunch and the other is scheduled in the morning or afternoon. The 40-minute lunch plus recess block does not count in audited student contact time. (per KSDE Guidance on common activities that can and cannot be counted toward the 1,116 student contact hours: Lunch periods and passing periods/recesses connected to lunch periods are not considered part of the school day.) There is no variance to this policy.

Recess does not count as teacher plan time. Individual teachers may take their class out for a non-routine recess on a limited basis, for various reasons, with permission of the building administrator.

- Class size and number of grade level sections vary from school to school, making it difficult to provide
 rigid guidelines for supervision ratios. It is recommended a minimum of 1 adult supervisor should be
 scheduled for one or two grade level sections; 2 adult supervisors should be scheduled for three or
 four grade level sections; and 3 adult supervisors should be scheduled for five or more grade level
 sections.
- Classified staff may not assume primary responsibility for recess supervision, but may assist other certified/licensed staff.
- Special education para-educators who have primary responsibility for working with an individual student or students may not be assigned to overall recess or overall lunchroom supervision.
- Library media aides should not be assigned recess or lunchroom duty during their designated library media aide hours.
- Parents may not provide recess supervision.

Safety recommendations:

- Recess supervisors should carry walkie-talkies with them for emergency communication. It is advisable to check radio operation at each recess.
- Doors should not be propped open during recess.
- Playground configuration will dictate placement of supervisors, but it is recommended supervisors have specific observation responsibilities for different areas of the playground.
- The majority of elementary behavior referrals and accident reports take place during recess. Therefore, supervisors are encouraged to provide diligent watchfulness during recess.
- Recess should not be withheld from students as a punishment, unless justifiable for safety reasons.

Staffing Standards for Support Staff Who Provide Plan Time in Elementary Classroom Teachers

Elementary PE, art, general music, library, international language and computer classes provide time for individual plan time. See Staffing Standards and Temporary Variances (Virtual File/Human Resources/Information Documents) for allocated sections for these staff and classes. As you schedule, be sure to also provide appropriate and usable plan time for support staff.

- If you are faced with difficult decisions within the scheduling process, please work to communicate and get input (when possible) from impacted staff members.
- Please feel free to seek input from your principal colleagues or contact the Elementary Support Staff
 Committee if you have difficulty creating a workable schedule in your building.

Guidelines for Elementary Itinerant Support (Traveling Teacher) For Art, Music, PE, Library

When FTE determines the need for itinerant support at larger elementary buildings, the following guidelines would apply:

- Building principals sharing itinerant staff and the itinerant staff involved will collaborate to develop a
 schedule that works for all buildings to determine dedicated time blocks at the support building to
 provide needed assistance (e.g., two afternoons or one full day). This will require collaborative
 negotiation and problem solving to develop efficient scheduling that meets needs at all buildings. In case
 of lack of agreement, the content coordinator or superintendent's designee will assist in problem solving.
- Divide responsibilities collaboratively, <u>especially</u> when a building does not have one person assigned there as a home building for that position (e.g., two library media specialists coming 2 days each from other buildings).
- Consider available and appropriate space and equipment/materials. Involve content area coordinator in space decisions.
- Scheduling must provide for continuity in assignment of grade levels/sections (assign only one grade level if possible; do not assign Special Chorus to traveling teacher). Collaboration regarding instructional decisions is essential when sharing a grade level.
- **Do not split a class** between the home school teacher and the itinerant teacher. For example Mr. Smith's 2nd grade should be assigned to the same PE/Music teacher each time they come to class, not to the home school PE/Music teacher for a 30 minute class period on A day and then the itinerant PE/Music teacher for the other 30 minute class period on C day. This assures consistency in instruction for our students.
- Include adequate plan time for all teachers involved; allowance for 30 minutes travel time between buildings in addition to 25 minutes for lunch for the traveling teacher. Plan time should be provided at both buildings to allow the traveling teacher time to prepare and collaborate with teachers at each building.
- The traveling teacher should not be assigned performances (excluding band and orchestra) if less than 0.5 at a building
- Total number of sections for the traveling teacher should not exceed the total number of sections for the building teacher (guidelines per Staffing Standards)
- As soon as schedule is finalized (no later than first day of 187 day contract start date), submit to the Executive Director of Elementary Personnel in Human Resources for review by the Elementary Support Staff Committee.

DI ANI TIME IDE	NTIEICATION	EOD SELE CO	NTAINED CLASS	SPECIAL EDUCA	TOP
PLAIN HIVIE IDE	NITICATION	FUR SELF-CU	INTAINED CLASS	SPECIAL EDUCA	IIUK
SCHOOL:					
SPED Self Contained CLASS:					
Principals:					
Please use the following grid to educator.	report how m	nuch plan time i	s currently identi	fied for the self–co	ontained special
Return this form to Assistant D	irector of Spe	cial Education	by September 15	<u>.</u>	
Evampla					
Example:	A-Day	B-Day	C-Day	D-Day	E Day
P.E.	30 min.	Б-Бау	C-Duy	D-Day	E-Day
Music	30 111111.				30 min.
IVIUSIC					30 111111.
Please mark the appropriate bo					1.5
	A-Day	B-Day	C-Day	D-Day	E-Day
Separate P.E.					
Separate Music					
Separate Art					
Separate Computer Lab					
Separate Library					
Counselor					
Social Worker					
Speech Class					
OT					
PT					
Collaboration with					
specialists					
Homeroom in regular ed. class					
Para-led class activity					
Other					
TOTAL PLAN TIME PER WEEK: blocks OR a variance must be so	ubmitted to ar				ekly in 30-minute+
Teacher			Principal		
Date			Date		



AGREEMENT TO SUPERVISE THE LUNCHROOM

I, voluntarily
(PLEASE PRINT NAME)
agree to assist in lunchroom supervision
at (school)
for the school year.
Please check all that apply to your agreement: (Additional information needed by HR)
Full year Fall semester only Spring semester only
Days per week: 5 4 3 2 1
 Employees will be compensated per the District Stipend form. Middle and High School: \$500.00 per year stipend for 1 supervisory period per day. For lunchroom supervisory duty less than this, the yearly amount will be prorated. Elementary: \$10.00 per hour.
Teacher signature:
Date:
Building Administrator Signature:
Date:
Return to Human Resources

Form available in the O-Zone/Documents & Forms Tab/HR Forms

Olathe Public Schools Middle School Scheduling Document Guidelines

Updated Spring 2012

PROFESSIONAL DAY: The middle school professional day may be adjusted with consensus of the principal, the BLT, and the lead Olathe NEA association representative, and with prior notification of staff, for such purposes as state or standardized assessments.

MIDDLE SCHOOL SUPERVISORY ASSIGNMENTS

Core teachers on 6th, 7th & 8th grade interdisciplinary teams are assigned a team collaboration period as their supervisory assignment. For those who do not teach on an interdisciplinary team, assisting with student services and providing student support is the primary purpose of the supervisory period. Supervisory assignments are made which align with this purpose.

Supervisory Assignments achieve the following objectives:

- Provide opportunities for special tasks to be accomplished which contribute to student learning and the positive learning climate of the middle school.
- Provide necessary supervision in the middle school.
- Provide for the teaching of five periods.

No staff member will be assigned more than one supervisory period unless a variance is granted by Professional Council. In general, the request for staff members to assume a 2nd supervisory is discouraged. However, under exceptional circumstances a variance request may be submitted and will be considered by Professional Council.

Typical supervisory assignments require minimal or no curriculum lesson preparation. A supervisory assignment may require a staff member to record a grade and may require a staff member to serve the same students on an on-going basis.

SUPERVISORY ASSIGNMENTS:

Administrators and staff will work together to determine supervisory assignments. While attempts will be made to match staff preference with the supervisory assignment, the responsibility for making assignments rests with the building administrator. Building administrators are encouraged to obtain input from staff annually.

It should be recognized that although there are differences in supervisory assignments, attempts should be made to provide equity. Supervisory assignments are subject to change throughout the school year based on need and/or equity.

Approved Middle School Supervisory List

SCHOOLS MAY INCLUDE ANY OF THE FOLLOWING SUPERVISORY ASSIGNMENTS

Not all of the following will be necessary at all schools. Some may be combined/dual supervisory assignments (such as building level substitute and attendance support, with building substitute used first to reduce substitute costs). When not needed in the primary supervisory assignment, staff members will assist with other duties.

- Alternative Placement Supervision (i.e., In-School Suspension)
- Attendance/Tardy Support
- AVID Coordinator
- Building Level Substitute
- Building Web Master
- ELL Program Support
- Flex Lab Supervision
- Game Day Management
- Instructional Support of other staff
- Instructional Tech Support

- Lunchroom Supervision. (Assignment to this duty is by mutual agreement of staff member and administrator)
- Program Support
- Special Education Support
- Team Collaboration Period
- Tutorial/Guided Study (NOT primary instruction in BOE-approved curriculum)
- Transition/Mentoring Coordinator
- Travel Time for Itinerant Staff

Further Stipulations:

- 1. Approval may be sought through the Variance Procedure for assignments not falling under these guidelines.
- 2. Lunchroom Supervision: Staff members who agree to provide lunchroom supervision should submit the "Agreement to Supervise the Lunchroom" form (attached) to Human Resources. This form is submitted annually. The employee will be compensated with a \$500.00 per year stipend for 1 supervisory period per day. For lunchroom supervisory duty less than this, the yearly amount will be prorated.

VARIANCE PROCEDURES:

Variance for teaching a 6th class: There are several reasons for requesting this variance.

- **Faculty Request:** A faculty member may request to teach a 6th class based on a variety of reasons, which could include: distributing their student caseload across additional teaching periods, not wanting to nest low enrollment classes, avoiding a supervisory assignment, conducting an action research project. If a faculty member wishes to apply for a 6th teaching period under this scenario, the faculty member submits a variance form to the building administrator. After determining all necessary supervisory needs are met, the administrator may or may not support the request.
- Master Schedule Need: If in building the master schedule an additional class section is needed, the building
 administrator will initially contact the Human Resources department to determine if an additional staff member
 could be added. If that option is not available and the administrator requests a staff member to teach a 6th period,
 the following factors should be considered:

Total Caseload Traveling Teacher (within building) Itinerant Number of Preps Length of Experience as a Teacher

When approved by Human Resources based on master schedule needs as described below, administrative requests for teaching a 6th period will be compensated at \$500 per semester.

- ✓ Administrative requests to HR are for the purposes of: a) offering a course(s) that would require additional FTE allotment, b) reducing class section sizes to stay within staffing guidelines by adding an additional section; or, c) offering a Board of Education and district approved course as a single section that would otherwise not been offered in the master schedule due to limited staffing.
- ✓ The current variance procedures for PROFESSIONAL DAY listed above remain in place for voluntary requests initiated by the educator to their administrator, or when administrative recommendations are not approved by HR on the above criteria, thus not receiving the \$500 per semester stipend.
- ✓ The Association and the District both encourage any educator requested to teach a 6th period to accept this opportunity, to assist our district with providing student opportunities and maintaining services in challenging budget times.

This action is not taken until other avenues are enacted to fill the need, such as itinerant pool, staff teaching in licensure areas for which they are certified, etc.

Supervisory Variance: Variances may be requested for two reasons.

- 1. Creation of a supervisory duty that is different from the approved Middle School Supervisory List.
- 2. Staff member is assigned two supervisory periods (in addition to four teaching periods and one individual plan). In general, the request for staff members to assume a 2nd supervisory is discouraged. However, under exceptional circumstances a variance request may be submitted and will be considered by Professional Council.

Criteria: Variances must meet these criteria.

- Variance for 2nd supervisory does not require additional staffing.
- All necessary supervisory needs of the school have been met.
- Staff member and administrator mutually agree on the variance
- Staff member has one individual plan and a 25-minute duty-free lunch.

Procedure for Requesting Variance

- 1. To request a variance, the staff member and administrator jointly complete the Middle School Scheduling Variance Request form (attached). Requests should be submitted **by August 1**. However, it is recognized that, due to a variety of circumstances, additional requests may be submitted at a later date.
- 2. Both the staff member and administrator must sign the request.
- 3. The request is submitted to Professional Council via Human Resources.
- 4. Professional Council acts on the request.
- 5. All variance approvals are for **one school year only**. Variance Requests must be resubmitted annually.

Variance Exemption for Special Education Staff: Special Education staff assignments are based on student caseload. The schedule of Special Educators must include one period for the purpose of planning, preparation, and evaluation of instructional activities and will typically also include five classes and one supervisory period. However, teaching and supervisory periods must match the services mandated on student IEP's. Therefore, Special Education staff does not need to submit variances.

Variance Exemption for ELL Teachers: ELL teachers are assigned classes to teach and support based on needs of ELL students as district-wide program staff. The schedule of ELL teachers must include one period for the purpose of planning, preparation, and evaluation of instructional activities and will typically also include five classes and one supervisory period. Supervisory assignments will be for ELL support and may vary based on program needs. Therefore, ELL staff does not need to submit variances.

	le School Scheduling Variance Request		
Educat			-
School	School Year:		
	list this educator's proposed schedule for all 7 hours of the	-	
Period	Semester 1	Semest	er 2
1			
2			
3			
4			
5			
7			
	ase describe the reason for the requested variance to teach a 6^{th}	1 class Chack (1) one	<u>.</u>
	Faculty Request (no compensation)	class. Check (*) One	•
	racarty nequest (no compensation)		
	Master Schedule Need		
	Compensation:		
	\$500 for one semester\$1000 for	2 semesters	
	HR Approval: Date:		
Inc	licate if this request meets established criteria:		
•	All necessary supervisory needs are met	Yes	No
•	Staff member has one plan period & a 25 minute duty-free lunch		No
•	Staff member and administrator mutually agree on the variance	e Yes	No
	VISORY VARIANCE REQUEST:		
Ple	ase briefly describe the requested supervisory variance. Check (•	
	Supervisory duty is different from approved list. Please describ	e:	
	Request for 2 supervisory periods instead of 1. Please describe	both supervisory ass	ianments Pemember in
_	general, the request for staff members to assume a 2 nd supervis	• •	
	circumstances a variance request may be submitted and will be		
	circumstances a variance request may be submitted and will be	considered by Froie.	osional council.
	☐ Was the staff person placed in the itinerant pool for at least	t this portion of the p	rofessional day?
	yes no. If not, please explain:		
مما	licate if this request mosts established criteria.		
inc	licate if this request meets established criteria: All necessary supervisory needs are met	Voc	No
•	Staff member has one plan period & a 25 minute duty-free lunc	Yes h Yes	No No
•	Does not require additional staffing	Yes	NO No
	2000 not require additional staffing	165	110

Principal Signature Educator Signature Date Date

Send to Professional Council via Human Resources, Education Center by August 1st.

Staff member and administrator mutually agree on the variance

No



AGREEMENT TO SUPERVISE THE LUNCHROOM

l,,	voluntarily
(PLEASE PRINT NAME)	
agree to assist in lunchroom supervision at (school)	_
for the school year.	
Please check all that apply to your agreement: (Additional information needed by HR)	
Full year Fall semester only Spring semester only	
Days per week: 5 4 3 2 1	
Employees will be compensated per the District Stipend form.	
Middle and High School: \$500.00 per year stipend for 1 supervisory period per day. For lunchrosupervisory duty less than this, the yearly amount will be prorated.	om
Elementary: \$10.00 per hour.	
Teacher signature:	
Date:	
Building Administrator Signature:	
Date:	

Return to Human Resources

Olathe Public Schools High School Scheduling Document Guidelines

Updated Spring 2012

PROFESSIONAL DAY: The high school professional day may be adjusted with consensus of the principal, the BLT, and the lead Olathe NEA association representative and prior notification of staff for such purposes as state or standardized assessments. The High School Semester Assessment Schedule (attached) designates adjustments for semester assessments. A typical week will have three 7-period days and two block schedule days, with one block schedule day containing a seminar period.

DESCRIPTION OF SUPERVISORY:

The Supervisory Period is designed to provide assistance for student services and student support as part of each staff member's assigned weekly duties. Supervisory assignments are made which align with this purpose. Supervisory assignments achieve the following objectives:

- Provide opportunities for special tasks to be accomplished which contribute to student learning and the positive learning climate of the High school.
- Provide necessary supervision in the High School.
- Provide for the teaching of five (5) periods.

No staff member will be assigned more than one supervisory period unless a variance is granted by Professional Council. In general, the request for staff members to assume a 2nd supervisory is discouraged. However, under exceptional circumstances a variance request may be submitted and will be considered by Professional Council.

Typical supervisory assignments require minimal or no curriculum lesson preparation. A supervisory assignment may require a staff member to record a grade and may require a staff member to serve the same students on an on-going basis.

SUPERVISORY ASSIGNMENTS:

Administrators and staff will work together to determine supervisory assignments. While attempts will be made to match staff preference with the supervisory assignment, the responsibility for making assignments rests with the building administrator. Building administrators are encouraged to obtain input from staff yearly.

It should be recognized that no two supervisories are equal, but attempts should be made to provide equity. Supervisory assignments are subject to change throughout the school year based on need and/or equity.

In order to provide a daily plan, on block days half of supervisory is a plan period.

APPROVED HIGH SCHOOL SUPERVISORY LIST

Not all supervisory assignments from the following list will be necessary at all schools. Some may be combined (such as building level substitute and attendance support, with building substitute used first to reduce substitute costs). When not needed in the primary supervisory assignment, staff members will assist with other duties.

- Attendance/Tardy Support
- AVID Coordinator
- Building Substitute
- Building Web Master
- Computer Lab Supervision
- Curriculum Lab Supervision (International Language Lab, e-learning)
- Department Chairperson (10 periods per HS)
- ELL Program Support
- Facilities/Event Facilitation
- Hall Duty
- In School Suspension Supervision (ISS)

- Instructional Support
- Instructional/Program Support of other staff
- Lunchroom Supervision (Assignment to this duty is by mutual agreement of staff member and administrator.)
- Monitoring Work Experience
- School Improvement Leadership
- Special Education Support
- Student Development Program/Facilitation
- Transition/Mentoring Coordinator
- Travel Time for Itinerant Staff

Tutorials/Guided Study (NOT primary instruction in BOE-approved curriculum)

 21st CHS transfer program facilitation (1 per program area at each HS)

Further Stipulations:

- 1. Approval may be sought through the Variance Procedure for assignments not falling under these guidelines.
- 2. Serve as Building Substitute if requested by administrator.
- 3. Lunchroom Supervision: Staff members who agree to provide lunchroom supervision should submit the "Agreement to Supervise the Lunchroom" form (attached) to Human Resources. This form is submitted annually. The employee will be compensated with a \$500.00 per year stipend for 1 supervisory period per day. For lunchroom supervisory duty less than this, the yearly amount will be prorated.

Department Chair Guidelines: All high schools in the Olathe District Schools have individuals designated as department chairs. These individuals, selected by the building administrator on an annual basis, provide instructional leadership under the supervision of the building administrator. The department chair promotes continuous improvement of the instructional program.

The ten (10) district paid department chair position include: Fine Arts, Science, International Language, Practical Arts (Industrial Tech/FACS), Language Arts, Business & Computers, Math, Social Science, Physical Education, Special Education. Schools may select to have additional chairs, but the maximum number of periods devoted to this supervisory is 10 periods per day. 21st CHS transfer program facilitation is not considered a department chair. The department chair, in lieu of another assigned supervision, is provided 1 period per day for carrying out the duties of department chair. Individuals teach 5 classes, have 1 plan, and their supervisory is department chair duties.

Role: The department chairs assist the building administration in providing leadership for curriculum and instruction matters in a variety of ways, which could include:

- Staff Assistance: assisting with new staff induction, promoting professional development of department members
- Communication: providing a communication link between the administration and the department, promoting communication among department members through regular meetings, and public relations
- Promoting Instructional Quality: aligning department goals with general building goals, building school improvement goals, and district goals
- Assisting with Instructional Management Tasks: coordinating resources/supplies, providing input on master schedule, coordinating field trips
- Assisting in interviewing department candidates.

The building department chair provides leadership and serves as a liaison with the district for curriculum and instruction matters, which could include assisting with new curriculum, new instructional resources, staff training, and assessment.

Characteristics: A department chair demonstrates the following attributes:

- Is recognized as a curricular expert, current in the content area.
- Has served in a variety of leadership capacities, such as a BLT member, school improvement goal team leader, and/or district committee member.
- Demonstrates through action a commitment to life-long learning, such as participating in advanced university coursework, building and district staff development opportunities, membership in content area organizations, and/or consumer of research related to teaching and learning.

VARIANCE PROCEDURES:

Variance for teaching a 6th class: There are several reasons for requesting this variance.

- **Faculty Request:** A faculty member may request to teach a 6th class based on a variety of reasons, which could include: distributing their student caseload across additional teaching periods, not wanting to nest low enrollment classes, avoiding a supervisory assignment, conducting an action research project. If a faculty member wishes to apply for a 6th teaching period under this scenario, the faculty member submits a variance form to the building administrator. After determining all necessary supervisory needs are met, the administrator may or may not support the request.
- Master Schedule Need: If in building the master schedule an additional class section is needed, the building administrator will initially contact the Human Resources department to determine if another staff member is available. If that option is not available and the administrator requests a staff member to teach a 6th period, the following factors should be considered:

Total Caseload Traveling Teacher Positions Itinerant Positions Number of Preps Length of Experience as a Teacher

When approved by Human Resources based on master schedule needs as described below, administrative requests for teaching a 6th period will be compensated at \$500 per semester.

- ✓ Administrative requests to HR are for the purposes of: a) offering a course(s) that would require additional FTE allotment, b) reducing class section sizes to stay within staffing guidelines by adding an additional section; or, c) offering a Board of Education and district approved course as a single section that would otherwise not been offered in the master schedule due to limited staffing.
- ✓ The current variance procedures for PROFESSIONAL DAY listed above remain in place for voluntary requests initiated by the educator to their administrator, or when administrative recommendations are not approved by HR on the above criteria, thus not receiving the \$500 per semester stipend.
- ✓ The Association and the District both encourage any educator requested to teach a 6th period to accept this opportunity, to assist our district with providing student opportunities and maintaining services in challenging budget times.
- ✓ This action is not taken until other avenues are enacted to fill the need, such as itinerant pool, staff teaching in licensure areas for which they are certified, etc.

Supervisory Variance: Variances are requested for two reasons.

- 1. Creation of a supervisory duty that is different from the approved High School Supervisory List.
- 2. Staff member is assigned two supervisory periods (in addition to four teaching periods and one individual plan). In general, the request for staff members to assume a 2nd supervisory is discouraged. However, under exceptional circumstances a variance request may be submitted and will be considered by Professional Council.

Criteria: Variances must meet these criteria.

- Variance for 2nd supervisory does not require additional staffing.
- All necessary supervisory needs of the school have been met.
- Staff member and administrator mutually agree on the variance
- Staff member has one individual plan and a 25-minute duty-free lunch.

Procedure for Requesting Variance

- 1. To request a variance, the staff member and administrator jointly complete the High School Scheduling Variance Request form (attached). The majority of requests should be submitted by **August 1**. It is recognized that additional requests may be submitted in mid-July due to a variety of circumstances.
- 2. Both the staff member and administrator must sign the request.
- 3. The request is submitted to Professional Council via Human Resources.
- 4. Professional Council acts on the request.
- 5. All variance approvals are for **one school year only**. Variance Requests must be resubmitted annually.

Variance Exemption for Special Education Staff: Special Education staff assignments are based on student caseload. The schedule of Special Educators must include one period for the purpose of planning, preparation, and evaluation of instructional activities and will typically also include five classes and one supervisory period. However, teaching and

supervisory periods must match the services mandated on student IEP's. Therefore, Special Education staff does not need to submit variances.

Variance Exemption for ELL teachers: ELL teachers are assigned classes to teach and support based on needs of ELL students as district-wide program staff. The schedule of ELL teachers must include one period for the purpose of planning, preparation, and evaluation of instructional activities and will typically also include five classes and one supervisory period. Supervisory assignments will be for ELL support and may vary based on program needs. Therefore, ELL staff does not need to submit variances.

High School Scheduling Variance Request

Educator: _		Position:	
School:		School Year:	
	this educator's proposed schedule for a		
Periods	Semester 1	in 7 flours of the school	Semester 2
1			
2			
3			
4			
5			
6			
7			
	REQUEST FOR TEACHING A 6th CLASS: describe the reason for the requested varian	ice to teach a 6 th class C	hack (🗸) one
	ulty Request (no compensation)	ice to teach a o class. Ci	ieck (*) one.
☐ Mas	ster Schedule Need		
	Compensation:	¢1000 for 2 compet	rows.
	\$500 for one semester	\$1000 for 2 semest	ers
	HR Approval:	Date:	
Indicate if t	his request meets established criteria:		
	ecessary supervisory needs are met	Yes	No
	member has one plan period & a 25 minute		
	member and administrator mutually agree		
	RY VARIANCE REQUEST:	orianas Chaels (s.() ana	
	oriefly describe the requested supervisory va ervisory duty is different from approved list		
□ Jup	ervisory duty is different from approved list	. Flease describe.	
☐ Rea	uest for 2 supervisory periods instead of 1.	Please describe both sup	ervisory assignments. Remember, in
	eral, the request for staff members to assur		
	eptional circumstances a variance request m		
Cou			
	Was the staff person placed in the itinerant		tion of the professional day?
	yes no. If not, please explain	:	
Indicate	e if this request meets established criteria:		
	ecessary supervisory needs are met	Yes	No
	member has one plan period & a 25 minute		
	not require additional staffing		 Yes No
	member and administrator mutually agree		
	supervisory CANNOT be assigned to another		 No
	· · · · · · · · · · · · · · · · · · ·		
Educator Sig	gnature	Principal Signature	
Date		Date	.
	Send to Professional Council via Hum	an Resources, Education	Center by August 1°°.

High School Assessment Schedules (updating edits) 2012-2013

High School College Prep Testing Day: Wednesday, October 17, 2012

On this day, the high schools will administer the PSAT, ACT Explore, ACT Plan, ACT practice, and ASVAB to freshman, sophomore, and junior students. Seniors will participate in specially designed seminars and activities, such as the Senior Outing. This date was selected to coincide with the only date allowed for during the week PSAT testing.

Structure of the day:

8:00 to 11:40 a.m. Testing block; no bell schedule; no passing periods

11:40 a.m. to 1:08 p.m. Lunch and Seminar 1:08 p.m. Student Dismissal

1:30-3:30 p.m. Building directed professional development

Due to Parent Teacher Conferences, there are only 2 typical school days this week (Monday and Tuesday). Those days will be 7 period days.

On Test Day, high school staff members will participate in principal directed professional development from 1:30 to 3:30 p.m. Half of this time will be counted as student contact time.

End of Semester Assessment Schedules

End of Semester 1		ı
Day 1	Day 2	Day 3
Block Day (90 min. periods)	Block Day (90 min. periods)	Block Day (90 min. periods)
(Full Day)	(Shortened Student Day)	(Shortened Student Day)
3 exams (2,4,6)	2 exams (1,5)	2 exams (3,7)
Class HR 2	Class HR 1 (8:00-9:30)	Seminar/Passing (8:00-9:30)
Seminar	Seminar/Passing (9:40-11:10)	Class HR 3 (9:40-11:10)
Class HR 4	Class HR 5/Lunch (11:20-1:20)	Class HR 7/Lunch (11:20-1:20)
Class HR 6	1:20 student dismissal	1:20 student dismissal
	Staff Day: 7:30-3:30	Staff Day: 7:30-3:30

	Ī
Day 2	Day 3
Block Day (90 min. periods)	Block Day (90 min. periods)
Shortened Student Day for 1-12	Shortened Student Day for 1-12
2 exams (1,5)	2 exams (3,7)
Class HR 1 (8:00-9:30)	Class HR 3 (8:00-9:30)
Seminar (9:30-9:45 15-minute	Seminar (9:30-9:45 15-minute
passing/break)	passing/break)
Class HR 5 (9:45-11:15)	Class HR 7 (9:45-11:15)
11:15 student dismissal	11:15 student dismissal
Staff Day: 7:30-3:30	Staff Day: 7:30-3:30
	Block Day (90 min. periods) Shortened Student Day for 1-12 2 exams (1,5) Class HR 1 (8:00-9:30) Seminar (9:30-9:45 15-minute passing/break) Class HR 5 (9:45-11:15) 11:15 student dismissal

Note: Standard passing=6 min.

High School Assessment Schedules (HS Principal proposed edits) 2012-2013

High School College Prep Testing Day: Wednesday, October 17, 2012

On this day, the high schools will administer the PSAT, ACT Explore, ACT Plan, ACT practice, and ASVAB to freshman, sophomore, and junior students. Seniors will participate in specially designed seminars and activities, such as the Senior Outing. This date was selected to coincide with the only date allowed for during the week PSAT testing.

Structure of the day:

8:00 to 12:00 noon Testing block; no bell schedule; no passing periods

12:00 to 1:00 p.m. Lunch and Dismissal

1:00 to 3:30 p.m. Building directed professional development *

End of Semester Assessment Schedules

Day 1	Day 2	Day 3
Block Day (90 min. periods)	Block Day (90 min. periods)	Block Day (90 min. periods)
(Full Day)	Shortened Student Day for 1-12	Shortened Student Day for 1-12
3 exams (2,4,6)	2 exams (1,5)	2 exams (3,7)
Class HR 2	Class HR 1 (8:00-9:30)	Class HR 3 (8:00-9:30)
Seminar	Seminar (9:30-9:45 15-minute	Seminar (9:30-9:45 15-minute
	passing/break)	passing/break)
Class HR 4	Class HR 5 (9:45-11:15)	Class HR 7 (9:45-11:15)
Class HR 6	11:15 student dismissal	11:15 student dismissal
	Staff Day: 7:30-3:30	Staff Day: 7:30-3:30

Note: Standard passing=6 min.

Other:

A. End of Semester 2

• Schedule for Grades 9, 10 and 11. Seniors exam schedule different based on earlier dismissal date.

B. Teacher Responsibilities

- Prepare/administer appropriate culminating assessment activities related to the district-adopted curriculum
- Allow for make-up/assistance following student dismissal.
- Grading during early release time.
- Preparation for upcoming assessments and instruction
- All staff remain in building through the end of the professional contract day.
- Time for instructional use; not for student athletics/activities prior to 3:00 p.m. all days

C. Bus Transportation

- Except for some special education buses, buses will run at designated dismissal times.
- Special Education bussing will run at both the early dismissal time and at the end of the normal school day to accommodate special needs. Supervision of special services students will be available for students who cannot be safely released on the early dismissal schedule.

^{*} Half of this time will be counted as student contact time.

High School Semester Assessment: Agreed Upon Contingency—2012-2013

In the event of snow (inclement weather) days, the following schedule will be followed:

Day 1	Day 2	Day 3
SNOW DAY	Regular Thursday Block (90 min. periods)	Regular Friday Block (90 min. periods) Full Day
	Full Day	,
	2 nd Hour 8AM-9:30 AM	1 st Hour 8AM-9:30 AM
	Seminar 9:36 AM-11:08 AM	3 rd Hour 9:36-11:06 AM
	4 th Hour 11:12 AM-1:24 PM	5 th Hour 11:12 AM-1:24 PM
	6 th Hour 1:30-3:00 PM	7 th Hour 1:30 PM-3:00 PM
	NO EARLY RELEASE	NO EARLY RELEASE

Day 1	Day 2	Day 3
Block Day	SNOW DAY	Regular Friday Block
(90 min. periods)		(90 min periods)
Full Day		Full Day
2 nd House 8 AM-9:30 AM		1 st Hour 8 AM-9:30 AM
Seminar 9:36 AM-11:08 AM		3 rd Hour 9:36-11:06 AM
4 th Hour 11:12 AM-1:24 PM		5 th Hour 11:12 AM-1:24 PM
6 th Hour 1:30-3:00 PM		7 th Hour 1:30 PM-3:00 PM
NO EARLY RELEASE		NO EARLY RELEASE

For the above two scenarios with no Early Release, high school staff will be afforded a full day Preparation day on January 3 (scheduled as half day preparation time). Staff will not have the designated Building Focus Professional Development time January 3.

All Other Scenarios: All teachers and students should be prepared to freeze grades. Those students who NEED a final exam grade to earn a passing grade will work with teachers and the administrators and be dealt with on a case by case basis.

Day 1 –	Day 2 –	Day 3 -
SNOW DAY	SNOW DAY	Regular 7 period day
		Culminating Activity (No Finals)
		1 st Hour 8-8:50 AM
		2 nd Hour 8:56-9:46 AM
		3 rd Hour 9:52-10:42AM
		4 th Hour 10:48-11:38 AM
		5 th Hour 11:44-1:08 PM
		6 th Hour 1:14-2:04 PM
		7 th Hour 2:10-3:00 PM
		NO EARLY RELEASE

In these scenarios, high school staff will follow the regular calendar with ½ day classroom preparation on January 3.



AGREEMENT TO SUPERVISE THE LUNCHROOM

Ι,				, voluntarily
(PLEASE PRINT NAM	1E)			
agree to assist in lunchroom supervision at (school)			for the
school year.				
Please check all that apply to you	ır agreement	: (Additio	nal informatio	on needed by HR)
Full year Fall semester only	_ Spring se	mester or	nly	
Days per week: 5 4 3	2	_ 1	-	
 Middle and High School: \$500.00 supervisory duty less than this, the Elementary: \$10.00 per hour.) per year sti _l	pend for 1		period per day. For lunchroom
Teacher signature:				
	Date:			
	. Date:			
Building Administrator Signature:				
·	Date:			
Return to Human Resources				

Preservice Calendar - 2012-2013

				FRIDAY Aug 3
OLATHE PUBLIC SCHOOLS USD 233			Registration Day: Prior Week Thursday, July 26 High Schools: 8:00 A.M. – 7:00 P.M. Elementary and Middle Schools: 11:00 AM – 7:00 PM	New Educator Induction (ONWHS) • 7:30 Breakfast, HR • 8:00 HR Welcome • 8:45-11:30 Induction, T&L • 11:45-12:45 Olathe NEA luncheon 1:00-4:00 Induction Continues, T&L
MONDAY Aug 6	TUESDAY Aug 7	WEDNESDAY Aug 8	THURSDAY Aug 9	FRIDAY Aug 10
New Educator Induction 8:00 Induction Continues (ONWHS), T&L 12:00 Box Lunch 1:00-4:00 Admin Directed Activities (Home School or Work Site)	New Educator Induction 8:00-12:00 Induction Continues, T&L (Various Sites) 12:00 Box Lunches delivered to sites 1:00-4:00 Admin-Directed Activities (Home School or Work Site)	All Staff New Educators at Home School or Work Site (8:00-4:00) Returning Staff Flex Day. See Guidelines Below No planned meetings occur on this day. Classroom work prep time.	All Staff Principal Directed Prof Dev and/or SIP activities(Home School or Work Site) Elem: 8:00-4:00 6-12: 7:30-3:30 Lunch: 90 min	All Staff All Certified Staff, District Focus Prof Development (T&L) Various Sites Elem: 8-11:15 6-12: 7:30-10:45 K-12 Groups - See note below Lunch: 90 min Individual Focus Prof Dev ** Elem: 12:45-4:00 6-12: 12:15-3:30 New Educators - See note below
MONDAY Aug 13	TUESDAY Aug 14	WEDNESDAY Aug 15	THURSDAY Aug 16	FRIDAY Aug 17
All Staff Principal Directed Prof Dev and/or SIP activities (Home School or Work Site) Elem: 8:00-4 6-12: 7:30-3:30 Lunch: 90 min	All Staff Principal-Directed Prof Development or SIP time Elem: 8:00-11:15 6-12: 7:30-10:45 Lunch: 90 min Classroom/Work Prep Elem: 12:45-4:00 6-12: 12:15-3:30	 AM- Students Gr. 1-5, 6 & 9 PM - Principal Directed Prof. Development Starts following 60 min. lunch Ending times - Elem: 4:00 6-12: 3:30 	All students Full Day	u v v v v v v v v v v v v v v v v v v v

The Professional Council has established the 2012-2013 Preservice Calendar. Guidelines include:

- New Educators, Aug 3, 6-7, 10: New Educators have training outlined in the New Educator packet.
- Returning Educators, Aug. 8: For all returning educators, Aug. 8 is a flex day. Work associated with this day may occur beginning the first day building administrators report and during the hours the building is open (i.e. not weekends). Staff work on-site for a total of 8 hours. Each staff member submits an accountability plan to the administrator/supervisor on the first day in the building. If no plan is submitted to the administrator/supervisor, it is anticipated the staff member will work on-site Aug. 8. This plan allows for staff flexibility, but still ensures staff members are ready for the 1st day with students. For complete guidelines, obtain Beginning of Year Flex Day form from your administrator/supervisor.
- Extra-curricular activities DO NOT occur during the professional day August 3-15. These activities may occur prior to the beginning of or after the professional day.
- Half-Day District (Non-PLC), Aug. 10: For groups that meet K-12, the coordinator/facilitator may request from Professional Council (variance procedures outlined in the Negotiated Agreement) to have the group meet 8-11:15 am, or 7:30–10:45 am
- Modifying Preservice Calendar: If a school wishes to modify this preservice calendar, a variance is submitted to the Professional Council to alter the preservice calendar within these guidelines. The Olathe NEA Association Rep. and Principal/supervisor jointly submit their requested variance to the Professional Council. Directions for requesting a variance are in the Negotiated Agreement. In developing a plan, each school should consider their itinerant staff members. Individual Focus and Prep Time must remain on the days indicated.
- Submit Variance Request by August 1; changes must be communicated to staff and technology by August 3, 2012. Attendance is taken for all Professional Development days. Only illness/bereavement leave can be used. No Discretionary Personal Business Leave may be used on Professional Development days.
- Kindergarten: Full Day and Half Day Kindergarten begins on Thursday, Aug 16.

Professional Development (PD) and Preparation Days 2012-2013

Date	District Focus PD	Building Focus PD	Individual Focus PD	Educator Preparation	•
	Aligns with District Goals	Aligns with Building Goals/Needs	Requires Individual Accountability Form	NOT Professional De	evelopment Time
		PRESERV	TICE		
		Choose 4 half-day sessions for BLDG PD from		Principal-directed Preservice T	
		the 6 half-day preservice time slots: 2-SIP aligned + 2 principal directed learning.		faculty/grade level type mtgs a development time; 2 half-day	
		Other 2 slots are principal-directed		available from dates/times inc	
		faculty/grade level type meetings		Focus PD column.	naded in preservice ballating
8/8/12 WED		7 7.3 71 3	District-developed required learning	Full day (flex)	
8/9/12 THUR		Full Day – 90 min Lunch	opportunities may be provided during		Professional Flex Time ***All bargaining unit members
		Elem: 8-4:00; 6-12: 7:30-3:30	Individual Focus times for New Educators		will be allowed to exercise
			(Phase 1) on 8-10-12		professional judgment in flexing
8/10/12 FRI	½ day AM		½ day PM		work time during these 5 half-
	Elem: 8-11:15; 6-12: 7:30-10:45 * K-12 Groups see below *		Elem: 12:45-4; 6-12: 12:15-3:30		days designated as grade and/or conference prep time.
8/13/12 MON		Full Day – 90 min lunch			The professional employee may
0/44/40 = 115		Elem: 8-4; 6-12: 7:30-3:30			complete the required prep work
8/14/12 TUE		½ day AM Elem: 8-11:15; 6-12: 7:30-10:45		½ day PM: Elem: 12:45-4; 6-12: 12:15-3:30	during a time and at a location of the employee's choosing.
8/15/12 WED		½ day PM – Starts following 60 min. lunch		6-12: 12:15-3:30	Presence at the work site is not
6/15/12 WED		Ending Time - Elem: 4:00; 6-12: 3:30			required.
<u> </u>		DURING THI	F VFAR		The professional employee must
10/12/12 FRI	½ day AM	DOMING THE	- TEAR	½ day PM Elem : 12:45-4;	meet the exporting or grade entry deadline as listed in the Grade &
10/12/12 FKI	Elem: 8-11:15; 6-12: 7:30-10:45			6-12: 11:15-3:30	Reporting Dates App.B.
	* K-12 Groups see below *			0 12. 11.13 3.50	Those typically not preparing
10/22/12 MON	½ day PM	½ day AM (SIP)			grades or for parent conferences
	Elem: 12:45-4:00; 6-12: 12:15-3:30 PLCs: May include district direction	Elem: 8-11:15; 6-12: 7:30-10:45			who wish to utilize the flex-time on these professional days
1/3/13 THUR	. Less may menade district an edition	½ day PM (SIP)		½ day AM: Elem: 8-11:15;	should discuss with their
		Elem: 12:45-4:00; 6-12: 12:15-3:30		6-12: 7:30-10:45	principal/ supervisor what their
1/4/13 FRI	Full day **				off-site work will entail.
	Elem & 6-12: 8:00-4:00; Lunch 90 min.				Professional employees are not
					required to submit documentation
2/8/13 FRI	½ day AM			½ day PM: Elem : 12:30-4:00;	of work time or location when exercising this professional
	Elem: 8-11:30 6-12: 7:30-11:00 PLCs: May include district direction			6-12 : 12-3:30	privilege.
3/25/13 MON	FLCs. May include district direction	½ day PM (SIP)		½ day AM: Elem : 8-11:15;	* Bargaining Unit members on short-
3/23/13 WON		Elem: 12:45-4:00; 6-12 : 12:15-3:30		6-12 : 7:30-10:45	term leave retain responsibility for
4/19/13 FRI	Full day **			1	submission of grades by the published deadline. Those employees will not
, -	Elem & 6-12: 8:00-4:00; Lunch 90 min.				have the flex time count against any
					short-term leave. Flex Time does not apply to individuals on long-term
5/23/13 THUR				½ DAY PM: Elem : 12:45-4:00;	leaves.
				6-12 : 12:15-3:30	\
5/24/13 FRI				Full Day Check out	\

- Building Focus Professional Development accommodates the needs of the building. Principal Directed time is 4 half days and SIP is 2 half days during preservice. All Building Focus days during the year are SIP. Building SIP sessions are described in the BLT's Building Professional Development Plan, due to SDC by August 1. Individual Focus and Prep Time must remain on the days indicated.
- 6 Half days: 2-SIP aligned, 2 principal directed learning, 2 principal directed faculty/grade level type meetings. 4 Half days are counted as professional development; these also count toward audited state student contact time.
- 1/3/13 and 3/25/13 may exchange SIP and Prep times with grades due at 3:00/3:30 if SIP held AM and 11:30 if SIP held PM. Submit Variance Request by August 1; changes must be communicated to staff and technology by August 3, 2012.
- Attendance is taken for all Professional Development days. Only illness/bereavement leave can be used, as appropriate. No Discretionary Personal Business Leave may be used on Professional Development days.
- Out-of-District professional activities are not approved during Professional Development days or Parent Teacher Conference days except in unique circumstances. Requests for variances are reviewed by Professional Council. Student field trips are not Professional Activities.
- Summer Conference 2013: May 29-31 at ONWHS
- New Educators Guided Growth Training, Feb. 8 OR Before/After School Options 90 min.

^{*} Half-Day: District (Non-PLC) - For groups that meet K-12, the coordinator/facilitator may request from Prof. Council (variance procedures outlined in the Negotiated Agreement) to have the group meet 8-11:15 am, or 7:30–10:45 am.

^{**} Full Day: District - For groups that are secondary, the coordinator/facilitator may request from Prof. Council (variance procedures outlined in the Negotiated Agreement) to have the group meet 7:30am to 3:30 pm (on 1/4/13 and 4/19/13 only).

Variance Request for Preservice Calendar or Professional Development Days

Professional Council may approve variances to specific provisions of the Negotiated Agreement (Policy GBACCB). Variance requests for the Preservice Calendar or Professional Development Days will be evaluated by the Professional Council Variance Subcommittee.

Guidelines for submitting the variance request to the Professional Council Variance Subcommittee:

- Copy the email template below into the text of your email and insert pertinent details.
- Send the email to the identified Professional Council contact. Contact is currently Jenna Kuder.
- The building principal/supervisor, lead Olathe NEA Association Representative, and BLT chair should all be copied on the email to indicate consensus approval.
- The amount of time dedicated for District focus, Building focus, Individual focus, and/or Preparation Time should remain the same as stipulated in the agreement.

Email template:

List individuals from whom variance request is coming from:

Building:

Principal:

Lead Olathe NEA Rep:

BLT Chair:

Date and Time of the requested variance:

Brief Reasons/Rationale for the requested change:

Upon approval from Professional Council variance subcommittee, the building administrator will notify all staff of the change, including all itinerant and part-time staff.



August 15, Wednesday

Grade & Reporting Dates

Note: Information on educator flex days is included on the Professional Development & Preparation Days Calendar in App. B (Negotiated Agreement) or on the O-Zone under the Calendars tab.

1st Quarter: August 15 - October 11 (41 days)

First ½ day (AM) of school for Grades 1-5, 6 and 9

½ day Professional Development PM

August 16, Thursday
 Full day: All Early Childhood, K-12 students

1st Quarter begins

September 12, Wednesday Mid-Quarter Progress Reports. (20 days into quarter; 21 days remaining)

6-12 grade exporting deadline: Tuesday, 9/11, 8:00 AM

Elementary Mid-Quarter Progress Reports sent home Sept. 12, 13, or 14

October 11, Thursday
 End of 1st Quarter

October 12, Friday
 ½ day Professional Development AM, ½ day Report & Grade/Conference Prep PM

No Early Childhood, K-12 classes entire day

2nd Quarter: October 15 - December 19 (42 days)

October 15, Monday 2nd Quarter begins

6-12 Grades exported no later than 8:00 AM **Elementary** Grades entered by 8:15 AM

Elementary, Middle & High School: Report Cards provided to parents at conferences. Special Education Monitoring Forms provided to parents, as appropriate.

October 17, Wednesday
 No Early Childhood or Kindergarten classes entire day

Early Childhood and ½ Day Kindergarten Parent Teacher Conferences,

8:00 AM-3:30 PM and 4:30-8:30 PM

Full Day Kindergarten and Grade 1-12 Parent Teacher Conferences 4:30-8:30 PM

October 18, Thursday
 No Early Childhood, K-12 classes

Conferences 11:00 AM-8:00 PM

October 19, Friday
 No school for students or staff

October 22, Monday
 Professional Development, AM- Building SIP, PM-PLC

October 23, Tuesday
 Students whose parents do not attend conferences receive Report Cards

November 14, Wednesday Mid-Quarter Progress Reports (20 days into quarter; 22 days remaining)

6-12 grade exporting deadline: Tuesday, 11/13, 8:00 AM

Elementary Mid-Quarter Progress Reports sent home Nov. 14, 15, or 16

December 19, Wednesday End of 2nd Quarter

^{**}Grades due at 11 or 11:30 if prep time is held AM, grades due at 3 or 3:30 if prep time is held PM

3rd Quarter: January 7 - March 15 (45 days)

January 3, Thursday
 ½ day Report & Grade Prep AM, ½ day Professional Development PM

**6-12 Grades exported no later than 11:00 AM

**Elementary Grades entered by 11:30 AM

No Early Childhood, K-12 classes entire day

January 4, Friday
 Professional Development

January 7, Monday <u>3rd Quarter begins</u>

January 8, Tuesday
 Elementary and 6-12 Report Cards distributed to students to take home

Special Education Monitoring Forms provided to parents as appropriate

February 8, Friday
 ½ day Professional Development AM, ½ day Conference Prep PM

No Early Childhood, K-12 classes entire day

February 13, Wednesday Mid-Quarter Progress Reports (24 days into quarter; 21 days remaining)

6-12 grade exporting deadline: Tuesday, Feb. 12, 8:00 AM

Elementary, Middle & High School: Mid-Quarter Progress Reports provided to parents at conferences

February 13, Wednesday No Early Childhood or Kindergarten classes entire day

Early Childhood and ½ Day Kindergarten Parent Teacher Conferences,

8:00 AM-3:30 PM and 4:30-8:30 PM

Full Day Kindergarten and Grades 1-12 Parent Teacher Conferences 4:30-8:30 PM

February 14, Thursday
 No Early Childhood, K-12 classes

Conferences 11:00 AM-8:00 PM

February 15, Friday
 No school for students or staff

March 15, Friday
 End of 3rd Quarter

4th Quarter: March 26 - May 23 (42 days)

March 25, Monday
 ½ day Report & Grade Prep AM, ½ day Professional Development PM

No Early Childhood, K-12 classes entire day **6-12: Grades exported no later than 11 AM **Elementary: All grades entered by 11:30 AM

March 26, Tuesday 4th Quarter begins

March 29, Friday
 K -12 Report Cards distributed to students to take home

Special Education Monitoring Forms provided to parents as appropriate

April 24, Wednesday
 Mid-Quarter Progress Reports (20 days into quarter; 17 days remaining, seniors

16 days remaining)

6-12 grade exporting deadline: Tuesday, Apr. 23, 8:00 AM

Elementary Mid-Quarter Progress Reports sent home Apr. 24, 25 or 26

May 13, Monday
 Elementary grades entered by noon

May 16, Thursday
 Last day for seniors

May 22, Wednesday
 Last day for Kindergarten - Kindergarten Report Cards sent home

May 23, Thursday
 End of 4th Quarter

½ day student attendance grades 1-11; ½ day Report & Grade Prep PM

Elementary Report Cards distributed to students to take home

Special Education Monitoring Forms provided to parents as appropriate

NOTE: PM Flex time available for Elementary staff

May 24, Friday Checkout Day for staff

6-12 Grades exported by 3:00 PM

May 30, Thursday
 6-12 Report cards mailed home

Special Education Monitoring Forms provided to parents as appropriate

^{**}Grades due at 11 or 11:30 if prep time is held AM, grades due at 3 or 3:30 if prep time is held PM

Parent-Teacher/Guardian Conference Guidelines

Background on Parent- Teacher- Guardian Conference Times

The Olathe District Schools Parent-Teacher/Guardian Conference schedule was collaboratively designed in 1992-1993 to meet the needs of parents and educators. In Spring 2008, the Calendar Subcommittee on Parent-Guardian/Teacher Conferences, after reviewing surveys of District Site Council members and Certified/Licensed Staff, drafted a revised conference schedule. Professional Council approved the following schedule as a pilot for Fall 2008. Follow-up evaluation of this schedule in meeting needs of parents, staff, and students and in attendance rates guided the decision to continue this schedule for Spring 2009. A schedule was designed to meet a variety of parent/guardian schedules, including noon, afternoon, and evening times. Data shows all times are used by our parents, with evening time the most popular. Further evaluation led to the recommendation to continue this schedule.

Recognizing Parent /Teacher Guardian Conference times would not meet every parent's schedule needs, the total conference schedule was developed as 13 hours (4 hours Wednesday, 9 hours Thursday), with 7 additional hours on Wednesday for ½ day kindergarten and Early Childhood. This schedule recognizes parent contacts may occur outside the designated times. A conference held outside the designated conference times may, based on student need and teacher's discretion, be a phone conference, e-mail dialogue, face-to-face conference, etc.

Conference format:

Monday, Tuesday
 Students in class; Regular hours

Wednesday Grade 1-12 students in class regular hours

K/ECD Students Do Not Attend School

Full day K teacher involved in training on Weds.

Half-day Kindergarten/EDC conferences are also held 8:20am- 3:40 pm.

Conferences for Full-Day K-12 are held from 4:30 – 8:30 p.m.

Dinner break from 3:40 – 4:25 pm.

• Thursday Conferences from 11:00am- 8:00pm. Dinner break from 4:00-4:45 pm

Friday
 No school for students or staff (Support buildings open)

<u>IEP Meetings:</u> Regular Parent/Guardian-Teacher conferences should be held with parents of students with IEP's to report progress. If an IEP meeting needs to be scheduled on a Parent-Guardian/Teacher conference day, it should be approved by the building administrator and Special Services Coordinator and **should happen only on rare occasions.**

Leave Credit for Making Up Parent Conferences: Any individual absent due to illness/bereavement leave during parent/-teacher conferences who subsequently spends a minimum of four hours outside of contract time making up face-to-face parent conferences will be credited back one-half day of illness/bereavement leave.

Conflicts with Building Required Events, such as PT Conferences and Back to School Nights:

PT Conferences and designated Back To School Nights are part of an educator's primary contract. Staff members with a conflict, such as a graduate class, should address the conflict with those outside the district, indicating their primary contract responsibility. If a conflict continues, the staff member should work with the primary supervisor to determine if an alternate decision can be reached; however, in most cases the staff member must meet the primary contract responsibilities.



2012 - 2013

School Year Calendar Dates

July 2012								
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Professional Day	Conference Day EC, K-12
Professional Day - New Educators Pre-service	Half Day-Students
Registration Day	Schools Closed, Senior

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Conference Day EC, K-12
alf Day-Students Holiday
Closed, Senior Commencement

Official "open to public" date for school buildings	26
New Educators Report	
Full Day Professional Day (Educator Flex Day)	8
Professional Day Aug. 9,10,13,&1	
½ Day of Classes (AM) Grades 1-5, 6 & 9	15
(No Rug, 7,6, 10, 11, 12) 1/2 Day Professional Day (PM)	15
Full Day of Classes All Students (K-12)	
Labor Day (No School)	
Professional Day (No Students)	
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Professional Day (No Students)	
Thanksgiving Break (No School)	
Semester Break (No School)	
Professional Day (No Students) Jan. 3,	
Martin Luther King Jr. Holiday (No School) Jan. 2	
Professional Day (No Students)	
President's Day (No School)Feb. 1	
Spring Break (No School)	
Professional Day (No Students)	
Professional Day (No Students)	
Seniors Last Day	
Senior Commencement	
Kindergarten Last Day	
Last ½ Day for Students (AM) Grades 1-11 May 2	
½ Day Professional Day (PM)	
Professional Day—last day for staff May 2	
Summer Conference	31
Reporting Periods	

Reporting Period	S	
1st Quarter	Aug. 15 – Oct. 11	41 Days
2nd Quarter	Oct. 15 – Dec. 19	. 42 Days
3rd Quarter	Jan. 7 – Mar. 15	. 45 Days
4th Quarter	Mar. 26 – May 23	. 42 Days

Regular School Hours
Kindergarten (AM) 8:20 - 11:30
Kindergarten (PM) 12:30 - 3:40
Grades 1-5 8:20 - 3:40
Grades 6-8 7:50 - 3:10
Grades 9-12 8:00 - 3:00

Regular School Hours

Approved	by	BOE	3/1/12
Calendar	rev	ised	5/30/12

Grade 1-5	7:50 - 12:15
Hours for May 23	
Grades 1-5	8:20 - 11:40

Grades 6-8 7:50 - 11:15 Grades 9-11 8:00 - 11:15

Hours for Aug. 15

Parent/Teacher Conference Dates Oct. 17-18, Feb. 13-14

Specific information on conference times will be provided by buildings.

No Early Childhood or Kindergarten Classes	. Oct. 17, 18, 19
No Classes - all students	Oct. 18, 19
No Early Childhood or Kindergarten Classes	. Feb. 13, 14, 15
No Classes - all students	Feb. 14, 15

If Parent/Teacher Conferences are cancelled due to inclement weather, they will be rescheduled the following week on the same day at the same time if circumstances permit.

Notice of Non-discrimination: The Olathe Public Schools prohibit discrimination on the basis of race, color, national origin, sex, age, or disability in admissions, access, treatment or employment, in its programs and activities as required by: Title IX of the Education Amendments of 1972. Title IV and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973. Inquiries regarding compliance with applicable civil rights statutes related to ethnicity, gender, the ADA or age discrimination may be directed to Staff Counsel, 14160 Black Bob Road, Olathe, KS 66063-2000, phone 913-780-7000. All riquiries regarding compliance with applicable statutes regarding Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act and the Americans with Disabilities Act may be directed to the Assistant Superintendent General Administration, 14160 Black Bob Rd. Olathe, KS 66063-2000, phone 913-780-7000. Interested persons including those with impaired vision or hearing, can also obtain information as to the existence and location of services, activities and facilities that are accessible to and usable by disabled persons by calling the Assistant Superintendent General Administration. (106/10)



2013 - 2014

School Year Calendar Dates

July 2013								
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Official "open to public" date for school buildings	July 25
½ Day of Classes (AM) Grades 1-5, 6 & 9 (No Kdg,7,8,10,11,12)	_
½ Day Professional Day (PM)	Aug. 14
Full Day of Classes All Students (K-12)	
Labor Day (No School)	
Professional Day (No Students)	
Professional Day (No Students)	
Thanksgiving Break (No School)	Nov. 27-29
Semester Break (No School)	Dec. 20-Jan. 2
Professional Day (No Students)	Jan. 3, 6
Martin Luther King Jr. Holiday (No School)	Jan. 20
Professional Day (No Students)	Jan. 31
President's Day (No School)	Feb. 17
Spring Break (No School)	Mar. 17-21
Professional Day (No Students)	Mar. 24
Professional Day (No Students)	Apr. 18
Seniors Last Day	May 15
Senior Commencement	May 18
Kindergarten Last Day	
Last ½ Day for Students (AM) Grades 1-11	-
½ Day Professional Day (PM)	-
Professional Day—last day for staff	May 23
Summer Conference	May 28-30
Paparting Davids	

Reporting Periods	
1st Quarter	Aug. 14 – Oct. 10
	Mar. 25 – May 22

Kindergarten (AM)	 8:20 -	11:30
Kindergarten (PM)	 12:30	- 3:40
Grades 1-5	 8:20	- 3:40
Grades 6-8	 7:50	- 3:10
Grades 9-12	 8:00	- 3:00

Calendar revised 3/2/12

Regular School Hours

Grade 1-5	8:20 - 11:40
Grade 6	7:50 - 12:15
Grade 1-5	8:00 - 12:15

Hours for Aug. 14

Hours for May 22 Grades 1-5 8:20 - 11:40 Grades 6-8 7:50 - 11:15 Grades 9-11 8:00 - 11:15

Parent/Teacher Conference Dates Oct. 16-17, Feb. 12-13

No Early Childhood or Kindergarten Classes O	ct. 16, 17, 18
No Classes - all students	. Oct. 17, 18
No Early Childhood or Kindergarten Classes Fe	eb. 12, 13, 14
No Classes - all students	. Feb. 13, 14
If Parent/Tagehar Conferences are concelled due to inclement weather they	, will be

If Parent/Teacher Conferences are cancelled due to inclement weather, they will be rescheduled the following week on the same day at the same time if circumstances permit.

Notice of Non-discrimination: The Olathe Public Schools prohibit discrimination on the basis of race, color, national origin, sex, age, or disability in admissions, access, treatment or employment, in its programs and activities as required by: Title IX of the Education Amendments of 1972. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973. Inquiries regarding compliance with applicable civil rights statutes related to ethnicity, gender, the ADA or age discrimination may be directed to Staff Counsel, 14160 Black Bob Road, Olathe, KS 66063-2000, phone 913-780-7000. All inquiries raginging compliance with applicable statutes regarding Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act and the Americans with Disabilities Act may be directed to the Assistant Superintendent General Administration, 14160 Black Bob Rd. Olathe, KS 66063-2000, phone 913-780-7000. Interested persons including those with impaired vision or hearing, can also obtain information as to the existence and location of services, activities and facilities that are accessible to and usable by disabled persons by calling the Assistant Superintendent General Administration, (06/10) Superintendent General Administration. (06/10)

Personnel Policies & Professional Employee Negotiated Agreement Licensed/Certified Staff

APPENDIX C: Appraisal

□ Appraisal Brochure
All Standard/Indicators and Rubrics are available in MyLearningPlan My File Library

in this brochure >>>

Expectations for Educators

New Educator Process, Including IRTs

Career Educator Process

Action Plan

Summative Evaluation

Struggling Educators

Due Dates Chart

Appraisal Tracking System

Placement Options: Assignment Change,

Returning Educators



Olathe Public Schools

Appraisal

Expectations for Educators

Educator expectations are outlined in Policy GBE and include three areas:

- 1. Core Competencies: All educators adhere to the District's Vision, Mission, Student Goals, and Guiding Principles; legal responsibilities; and all Board of Education (BOE) policies.
- 2. Goals: All educators are expected to support and work to achieve District strategic goals, Building and Professional Learning Community (PLC) School Improvement Process (SIP) goals, and individual Action Plan goals.
- 3. Educator Standards/Indicators/Rubrics: All educators are expected to perform at the Effective level or higher on all Educator



Introduction

Licensed/Certified Educators (non-administrative)

The mission of the Olathe Public Schools is "To provide a safe, positive environment where all students acquire knowledge and skills to be productive citizens." Olathe Public Schools are committed to providing a quality education for all students, recognizing that a caring, quality educator is the most important factor in student learning. In order to maintain and develop a quality staff, the district provides opportunities for professional learning and feedback. One avenue for feedback is the Appraisal Process.

All licensed/certified employees participate in the Olathe District Appraisal Process as outlined in this document. The Appraisal Process meets the statutory requirements of the Certificated Personnel Evaluation Act (K.S.A 72-9001 to 72-9006) and Board Policy GBZCB. Educators, Olathe NEA and administrators jointly developed and refined the process.

Appraisal is an ongoing, collaborative process, based on open communication and rooted in standards of excellence. It mirrors our core values of data-driven continuous improvement and lifelong learning. The appraisal continuum begins with the new educator and continues throughout the individual's career. Its purpose is to improve educators' skills and student learning.

Educator Standards

The five **Educator Standards** are the foundation for the Appraisal Process and guide the performance and growth of all licensed/certified staff.

The five Standards are:

- Educators are committed to all students and their learning.
- Educators know their subject matter and how to teach it.
- Educators create a climate for learning.
- ♥ Educators are life-long learners.
- Educators communicate and interact with others.

Indicators add definition to the five Educator Standards. Rubrics provide further detail and clarity for the Indicators, allowing educators to reflect on their strengths and areas of need, receive focused feedback from observations, and see a clear picture of what skills and knowledge look like when applied.

Most educators within the district use the **General Indicators** and **Rubrics**. Educators who use **Indicators** and **Rubrics** unique to their positions include:

- Audiologist
- Coordinator
- Counselor
- Early Childhood
- IRT
- IST/Autism Specialist
- LMS (Library Media Specialist)
- Music Therapist
- OT/PT (Occupational/Physical Therapist)
- Nurse
- School Psychologist
- Social Worker
- Spec. Ed. Teacher
- SLP (Speech-Language Pathologist)

Roles

<u>EDUCATORS</u> actively participate in their appraisal process through self-evaluation, response to feedback, and collaboration with administrators and colleagues.

- Complete, review, and acknowledge required appraisal forms in the online tracking system (MLP/OASYS)
- Develop and implement the Action Plan with appraiser input and support
- Maintain the Action Plan Log
- Self-reflect on performance on the Educator Standards/Indicators/Rubrics
- Collaborate with the appraiser to collect data for the Summative Evaluation
- Discuss strengths and areas for growth with the appraiser
- Interact with colleagues in working toward District, Building and PLC goals

<u>APPRAISERS</u> play a critical role working with educators to evaluate performance and provide feedback and support professional skills through various activities.

- Meet with all staff by September 15 to review placement and the appraisal process
- Manage the record keeping of appraisal forms in the online tracking system (MLP/OASYS)
- Review expectations and provide feedback and support
- Suggest appropriate professional development
- Review and evaluate educator's support for district, building SIP, and PLC goals
- Develop, support implementation, and evaluate results of the Action Plan with the educator
- Discuss with the educator current level of performance on the Standards/ Indicators/Rubrics
- Collect data and complete the Summative Evaluation
- Reflect with the educator on strengths, growth, and ongoing needs

Appraisers may complete as many observations/conferences as needed to support the educator.

Administrators maintain supervisory responsibility for all staff on a day-to-day basis. Any administrative interactions can result in appraisal consequences.

For **Itinerant Educator** (serving multiple locations), the home school administrator is the designated appraiser. The home school administrator will invite input and feedback for the appraisal from all of the educator's administrators.

COLLEAGUES can support the appraisal process through various activities.

- Conduct peer observations and provide feedback
- Mentor and coach
- Collaborate to meet District, Building, and PLC goals
- Provide support, especially for new educators

IRT SUPPORT: Each educator new to the district is assigned to an Instructional Resource Teacher (IRT) or IRT designee (i.e., a coordinator or facilitator for some niche positions). IRTs are master educators who work with new educators, providing support and guidance.



New Educator 4 Step Cycle; 4 – 5 Years

New Educator 1 (NE1): All new educators (new to the profession and new to the district) complete the NE1 steps including:

- √ Educators with KSDE Restricted Teaching License
- $\sqrt{}$ Educators with KSDE Restricted Vocational Certificate

New Educator 1 Extended: Some educators repeat NE 1 for a 2nd year:

- √ Educators hired after Preservice (optional)
- √ Educators starting after November 1
- √ Educators hired from non-educational backgrounds completing a Restricted program or license
- $\sqrt{}$ Educators not making acceptable progress

Subsequent Years: After successful completion of NE 1, educators move through New Educator 2 (NE 2), New Educator 3 (NE 3), and New Educator 4 (NE 4). If at any point a New Educator fails to make acceptable progress on one or more of the Standards/Indicators or fails to perform at the Effective level, the Struggling Educator process/timeline is followed. Placement options for assignment changes and returning educators are on pg. 10.

IRT Responsibilities with New Educators:

- Consult with the 1st year educator a minimum of 10 times; observe and provide guidance a minimum of 3 times. Feedback from these IRT observations and consultations will include positive aspects and expectations for improvement related to the 5 Educator Standards.
- Join the educator at various times throughout the year in professional growth opportunities to assist with the new position
- During 1st quarter, observations by and conversations with the IRT are confidential unless the educator gives express permission for those to be shared with the appraiser, or unless the IRT determines that an ethical obligation requires disclosure.
- During 2nd quarter, the educator chooses one IRT written observation feedback report to share with the appraiser and include in the mid-year Summative Evaluation.
- During 2nd quarter, if the educator needs additional support to make progress toward performing at the effective level on all Educator Standards, the IRT will request such support from the appraiser. The IRT will invite the educator to participate in that discussion prior to the IRT meeting with the appraiser. Educator participation is encouraged but optional.

NEW EDUCATOR APPRAISAL ACTIVITIES	<u>Due Date</u>
NE1; NE1 Extended	
Appraisal Overview – placement and expectations for current year	Sept. 15
• Scheduled Formal Observation/Conference (pre-conference required; minimum 30 min.)-OASYS Form	October 15
• Summative Evaluation – Includes IRT feedback report chosen by the educator — OASYS Form	End 1 st semester
Formal Observation/Conference (scheduled or unscheduled) - OASYS Form	March 30
Summative Evaluation—OASYS Form	April 30
Action Plan SMART Goal—OASYS Form	April 30
NE2	-
Appraisal Overview – placement and expectations for current year	Sept. 15
• Implementation of Action Plan; educator maintains Action Plan Log —MLP File Library Templates	Ongoing
• Formal Observation/Conference (scheduled or unscheduled) — OASYS Form	Nov 15
• Formal Observation/Conference (scheduled or unscheduled) — OASYS Form	March 30
Summative Evaluation —OASYS Form	April 30
NE3	
Appraisal Overview – placement and expectations for current year	Sept. 15
• Implementation of Action Plan; educator maintains Action Plan Log —MLP File Library Templates	Ongoing
• Formal Observation/Conference (scheduled or unscheduled) — OASYS Form	February 15
NE4	
Appraisal Overview – placement and expectations for current year	Sept. 15
• Implementation of Action Plan; educator maintains Action Plan Log —MLP File Library Templates	Ongoing
• Summative Evaluation — OASYS Form	February 15
• Summary of Results – document and evaluate progress toward Action Plan SMART goal; conference with appraiser — OASYS Form	April 30

Career Educator – 3 Year Cycle

After successfully completing the New Educator cycle, educators enter the Career Educator process. After successful completion of a three-year cycle, the educator initiates a new cycle. If a Career Educator is not making acceptable progress on one or more of the Standards/Indicators or is not performing at the Effective level, the appraiser will follow the guidelines for a Struggling Educator to provide assistance and support. Placement options for position changes and returning educators on pg. 10.

CAREER EDUCATOR APPRAISAL ACTIVITIES	<u>Due Date</u>
Year 1	
 Appraisal Overview – placement and expectations for current year Action Plan SMART Goal —OASYS Form Implementation of Action Plan; educator maintains Action Plan Log—MLP File Library Template Collect/compile data for Summative Evaluation 	Sept. 15 end of 1 st quarter (aprx Oct. 15) ongoing ongoing
Year 2	
 Appraisal Overview – placement and expectations for current year Implementation of Action Plan; educator maintains Action Plan Log — MLP File Library Template Collect/compile data for Summative Evaluation Year 3	Sept. 15 ongoing ongoing
 Appraisal Overview – placement and expectations for current year Implementation of Action Plan; educator maintains Action Plan Log —MLP File Library Template Summative Evaluation—OASYS Form Educator reflection on all 5 Educator Standards/Indicators/Rubrics; Reviewed with appraiser. Educator and appraiser sign the completed Rubric form; Documents conference date. Key points are summarized in the Summative Evaluation OASYS form. NOTE: The Summative Evaluation serves as the official "appraisal" event required once every 3 years for educators with due process rights. Summary of Results – document and evaluate progress toward achieving Action Plan SMART goal; Conference with appraiser —OASYS Form 	Sept. 15 ongoing February 15 April 30

Action Plan

Each educator will develop, implement and evaluate an Action Plan. This fulfills the KSDE requirement of an individual goal for professional development activities resulting in points for renewing a Kansas Teaching License. Execution of the Action Plan includes:

- 1. The SMART goal is developed and recorded in the OASYS form.
- 2. Implementation is documented in the Action Plan log (MLP template).
- 3. Review of the results and progress are documented on the Summary of Results OASYS form.
- 1. Action Plan SMART Goal (OASYS form): Based on review and reflection, the educator completes the Action Plan SMART Goal form, which is approved by the appraiser. For New Educators, this form is completed during 2nd semester of the first year after training with IRT and with appraiser guidance. For Career Educators, this form is completed during 1st quarter of the first year of each new Career Educator cycle.

A strengths/needs analysis helps prioritize areas for a 3 year goal. A goal should be:

- Sufficiently rigorous to enhance skills and positively impact professional responsibilities.
- Aligned with one or more of the Educator Standards/Indicators.
- Aligned with the Building SIP or PLC goals, a district goal or core
 competency, and/or a personal professional goal based on individual
 strengths and areas for growth. If the goal does not align specifically
 with the SIP or the district's strategic plan, the educator remains
 responsible for supporting attainment of these goals.
- SMART (specific, measurable, attainable, realistic yet rigorous, and timely) and stated in terms of learning outcomes or impact for students. See MLP My File Library for template and SMART goal examples.

- 2. <u>Action Plan Log</u> (MLP My File Library template) completed by the educator shows the steps taken to attain the goal.
 - Professional learning to increase knowledge and improve skills: Building or district learning opportunities, professional literature, web sites, reflective practices, journals, coaching sessions, observing colleagues, videotaped lessons, etc.
 - Application of new learning: Implementation activities (practice, feedback, reflection, modification, etc.)
 - Evidence of accomplishment: Impact of the changes in professional practice, including data results. Educator reflection is a component.
- Summary of Results (OASYS form): Completed by the educator at the end of the appraisal cycle. Action Plan Log is attached to document results and progress. Appraiser reviews and approves. If the appraiser determines the goal was not achieved successfully, Human Resources is contacted to discuss a course of action.

Individual Professional Development Points for Action Plans (MLP form): An educator wishing to earn professional development points for Action Plan learning and implementation submits the MLP CERT: Action Plan form to the Staff Development Council (SDC).

Summative Evaluation

The **Summative Evaluation** of a licensed/certified educator during the New Educator cycle and the Career Educator cycle is the record that summarizes the various sources of data used to identify strengths and areas needing improvement on the Educator Standards/Indicators/Rubrics. Educators will be rated as Accomplished, Effective, Developing, or Not Effective as an outcome of the summative evaluation process. The appraiser maintains a working portfolio with information, including data samples which influenced the summative assessment.

Written Documentation: Various Data Sources are used for the Summative Evaluation. While a formal observation always results in written feedback, when an appraiser is walking around the school, a written note might not be left. It is best practice that any concern should result in a written record which is shared with the educator and placed in the working portfolio. This is required if the concern will result in an educator being rated Developing or Ineffective on the Rubrics. When an educator is consistently performing at a less than effective level, the appraiser will increase formal, documented observations. Any administrative interactions, formal and informal, can result in appraisal consequences.

- ☐ Formal observations Minimum 30 min.; scheduled or unscheduled; optional pre-conference; required post-conference within approximately 5 working days; required written summary (OASYS template)
- ☐ Informal observations 30 minutes or less; scheduled or unscheduled; with or without post-conference
- ☐ Walk Through observations Conducted by an administrator/appraiser; typically 3-4 minutes in length
- ☐ Record of leadership roles within the building or district-wide
- ☐ PLC: observation(s), agenda review, other data
- Observations from other meetings (such as IEPs, SIT meetings, conferences with parents, professional development activities)
- ☐ Self-reflection by the educator, for example using the Rubrics
- Action Plan Log
- □ Parent / Student feedback or surveys
- Student assessment/learning data
- Administrator/appraiser and educator conference summaries



Graphic- R. Marzano
www.marzanoevaluation.com/evaluation/
summative teacher evaluation/

>>> Due Dates

The Summative Evaluation form is completed at the following times:

- ♦ New Educators: NE1 end of first semester and April 30, NE2 – April 30, NE4 – Feb. 15
- ♦ Career Educators: Completed every3 years by February 15 Year 3
- ♦ Career Educators—Transition Year: April 30
- Struggling New Educators: NE1 and NE2- end of first semester and March 15, NE3 - March 15, NE4 -Feb. 15

Summative Evaluation Form (OASYS):

Includes a check-off for the type of data collected and used to develop the Summative Evaluation ratings. Written documentation of data may also be uploaded to the form.

Struggling Educators

Struggling Educators are identified as individuals who are not minimally performing at the Effective level or who are not making acceptable progress on one or more of the Standards/Indicators. Appraisers will use the Rubrics to assist with defining areas for improvement. Building Level Support is provided for struggling educators. A modified timeline is used for Struggling New Educators, and for Struggling Career Educators the individual remains in the Career Educator process. Struggling educators with Due Process rights who have not made acceptable progress with Building Level Supports are referred to the District Assistance Program. The goal of these supports is to ensure educators perform at the Effective or Accomplished level on the Educator Standards/Indicators/Rubrics.







Building Level Support involves the

appraiser discussing concerns with the educator, developing and implementing a strategic support plan, documenting support provided, and monitoring progress. Struggling New Educators and Struggling Career Educators may improve job performance by participating in several activities and gaining support from others. Potential sources are outlined, but not all of the supports will be implemented. The list is not all-inclusive.

Struggling Educators:

- Investigate opportunities to observe other educators
- Read literature on effective instruction
- Solicit feedback from IRT, colleagues, PLC members
- Attend training/professional development sessions
- Allow someone to videotape them teaching or selfvideo and reflect
- Record reflections from model lessons (IRT, other educators)
- Regularly review student progress
- Connect with colleagues—share lesson plans, observe a lesson, share instructional strategies in PLCs

Appraisers:

- Review the performance Rubrics with the educator articulating "what good teaching looks like"
- Increase the number of observations
- Script a lesson
- Schedule regular meetings/conferences to review progress and concerns
- Assist educator in scheduling observations of other educators for the purpose of observing effective instruction or effective implementation
- Process discussion of what an effective teacher/ educator "looks like/sounds like"
- Assist in review of lesson plans for effective instructional strategies

IRTs:

IRT support is provided NE1 and NE1 extended.
Approval is needed from the New Educator
Coordinator and Human Resources for NE2, NE3, NE4
and Career Educators to receive short-term IRT
support.

- Review the performance Rubrics
- Review weekly lesson plans
- Suggest resources/literature on effective instruction
- Model teaching a lesson
- Co-teach a lesson

Page 7 Struggling New Educator **Due Date** *if due earlier than >>> Modified Timeline regular NE schedule **NE1**; **NE1** Extended Ongoing Additional support/feedback provided, additional observations/ conferences (scheduled and unscheduled), various strategies used to collect information, written records kept $\sqrt{2^{nd}}$ quarter Communication increased among the educator, appraiser and IRT, including a 3-way conference (called by appraiser or IRT) with improvement expectations outlined. After this point, IRT feedback shared with both the educator and appraiser · Appraiser informs educator of "struggling educator" status, articulates specific Standards/Indicators where the $\sqrt{}$ Prior to notifying HR educator's performance is Developing or Ineffective, shows the educator his/her placement on the Rubrics, by Dec. 1 states improvement expectations · HR notified as soon as concerns noted Dec. 1 • Summative Evaluation – mid-year; includes an IRT report chosen by the educator — OASYS Form Dec. 1* • HR updated on progress, new concerns, insufficient progress; HR provided documentation. If concerns continue √ Feb. 15 and inadequate progress made, appraiser and HR confer with new educator (and an educator representative, if requested) to ensure New Educator Process followed and educator understands the concerns and expectations for improvement. A conference will be held with the educator, appraiser, and HR where an appropriate course of action, including potential non-renewal, is determined. March 1* Formal Observation/Conference (scheduled or unscheduled) — OASYS Form March 15* • Summative Evaluation — OASYS Form NE₂ Additional support/feedback provided; additional observations/ conferences (scheduled and unscheduled); Ongoing various strategies used to collect information; written records kept Appraiser informs educator of "struggling educator" status, shows educator his/her placement on the Rubrics, Prior to notifying HR by Dec. 1 articulates specific Indicators where the educator's performance is Developing or Ineffective, states improvement expectations · HR notified as soon as concerns note Dec. 1 • Summative Evaluation - mid-year; may be completed - determined by appraiser and HR Dec. 1 Feb. 15* • Formal Observation/Conference (scheduled or unscheduled) — OASYS Form HR updated on progress, new concerns, insufficient progress; HR provided documentation. If concerns continue Feb. 15 and inadequate progress made, appraiser and HR confer with new educator (and an educator representative, if requested) to ensure New Educator Process followed and educator understands the concerns and expectations for improvement. A conference will be held with the educator, appraiser, and HR where an appropriate course of action, including potential non-renewal, is determined. √ March 15* Summative Evaluation — OASYS Form Ongoing Additional support/feedback provided; additional observations/conferences (scheduled and unscheduled) various strategies used to collect; written records kept Prior to notifying HR Appraiser informs educator of "struggling educator" status, shows the educator his/her placement on the Rubrics, articulates specific Indicators where the educator's performance is Developing or Ineffective, and by Dec. 1 clearly states expectations for improvement. HR notified as soon as concerns noted Dec. 1 Feb. 15 HR updated on progress, new concerns, insufficient progress; HR provided documentation. If concerns continue and inadequate progress made, appraiser and HR confer with new educator (and an educator representative, if requested) to ensure New Educator Process followed and educator understands the concerns and expectations for improvement. A conference will be held with the educator, appraiser, and HR where an appropriate course of action, including potential non-renewal, is determined. Summative Evaluation and update HR March 15

NE4

- Additional support/feedback provided; additional observations/conferences (scheduled and unscheduled); various strategies used to collect information; written records kept
- Appraiser informs educator of "struggling educator" status, shows the educator his/her placement on the Rubrics, articulates specific Indicators where the educator's performance is Developing or Ineffective, states expectations for improvement.
- HR updated on progress, new concerns, insufficient progress; HR provided documentation. If concerns continue and inadequate progress made, appraiser and HR confer with new educator (and an educator representative, if requested) to ensure New Educator Process followed and educator understands the concerns and expectations for improvement. A conference will be held with the educator, appraiser, and HR where an appropriate course of action, including potential non-renewal, is determined.
- Ongoing
- Prior to notifying HR by Dec. 1
- Dec. 1

District Assistance Program for Struggling Educators with Due Process Rights



The District Assistance Program uses peer assistance and review to provide support to educators who need to improve their knowledge and skills. The program uses a collaborative approach between educators and administrators to assist a licensed/certified non-administrative educator with Due Process rights who has been identified as a struggling educator.

- Referral: The Assistance Referral (MLP Assistance Template) is completed by the Appraiser following identification and documentation of needed growth and support after building level support to achieve the identified improvement has not been successful. The referral is sent to the Assistance Review Panel (Panel), which oversees the Assistance Program.
- A Struggling Educator Support: Educators (Participants) placed into the District Assistance Program are provided support from an Instructional Assistant (IA). The primary role of the IA is to help the Participant improve identified deficiencies outlined in the referral, develop an Assistance Action Plan (MLP File Library Assistance Template) and assist the Participant in achieving the Plan goal(s). The IA reports directly to the Panel by completing Assistance Summary Reports (MLP Assistance Template) in which the IA determines the Participant's level of performance and progress.
- Assistance Review Panel Members: The Panel consists of ten members with elementary and secondary representation. Five members are appointed by the Olathe NEA President and five members are appointed by the Superintendent or designee. Typically the Panel makes decisions using the consensus process.
- Assistance Review Panel's Responsibilities: The Panel is responsible for overseeing the District Assistance Program by determining which referrals are appropriate; providing guidance and support (or training) to the IA at the beginning of the year support; reviewing reports submitted by the IA, appraiser, and Participant; and making personnel recommendations. The Panel operates under strict confidentiality guidelines.

- ▲ Initial Meeting: After the Panel accepts the referral, the Assistance Process replaces the Participant's current appraisal process. An initial meeting is held with the Participant, the IA, the Appraiser, and two representatives from the Panel outlining responsibilities. The initial meeting provides a description of the process, as well as possible results of the educator's failing to make the desired improvements.
- Clarifying/Prioritizing Needs: After the initial meeting, the IA meets with the Participant and Appraiser to identify/clarify/prioritize Participant needs based on the Educator Standards/Indicators/Rubrics. A variety of data sources are used in determining needs, including the referral form, lesson plans, student assessment results, observation/conference records, etc. Those involved may decide to collect additional data.
- A Developing and Implementing the Assistance Action Plan:
 - The Assistance Action Plan (MLP Assistance Template) is developed by the IA and includes the identified needs, target goal(s), a plan of action, evidence of accomplishment, and timeline. The plan is signed by the Participant, IA, and Appraiser. Once developed, the Plan is submitted to the Panel for review.
 - Once the Panel approves the Plan, the co-chairs will sign the plan to signify Panel consensus.
 - The Participant is responsible for implementing the actions in the plan.
 - The IA supports the Participant in achieving the target goal(s) outlined in the approved Plan. IA support can include modeling, co-planning, coteaching, consultation, observation, and feedback conferences.

 The IA is responsible for coordinating the implementation of the Plan, reviewing and modifying as needed.

△ Communication:

- The IA coordinates the communication efforts, ensuring the Participant, the Appraiser, and the Panel are informed.
- The IA will meet with the Participant and/or Appraiser throughout the process.
- In addition to verbal and written feedback, approximately every 6 weeks the IA prepares the Assistance Summary Report (MLP Assistance Template), which indicates a summary of actions, continued needs, and comments on Participant's progress. The report is reviewed by the Participant and Appraiser. The Participant is provided 2 weeks to respond to the report prior to submission to the Panel. The report, including all documents submitted by the IA, Appraiser and Participant, is submitted to the Panel for review. Copies of all submitted documents are also provided to the IA, Appraiser, and Participant. The Panel directs questions and comments to the IA.
- Prior to March 1, the IA will prepare and submit an Assistance Summary Report (MLP Assistance Template) to the Panel with a summary of actions and progress, which ranks each goal one of four levels: Effective, Effective-Monitoring, Developing/Continued Need, Ineffective.
- The IA, the Participant, and the Appraiser may provide additional documentation such as lesson plans, student learning results, classroom management plans, documentation of professional learning, etc.
- Participant reflections and Appraiser feedback pertaining to the targeted goals are submitted.
- The Panel may meet with the IA, the Participant, and/or the Appraiser.

△ Appraiser Role:

Referral Process

The Appraiser will:

- Complete the referral form.
- Notify educator orally and in writing that a referral is being submitted.
- Provide educator with a copy of the referral and supporting documentation.
- Submit the referral form to the Panel.

General Guidelines

- Administrator retains day-to-day supervisory responsibility.
- Appraiser and IA may determine a sufficient period of time where the Appraiser allows the IA to work with the Participant to understand needs and develop supports (typically up to 4 weeks after the Initial Meeting).
- Appraiser continues to act as the Participant's evaluator, providing assistance, support, observing, and providing performance feedback.

Program Process

- Confer with the assigned IA.
- Provide input into the Assistance Plan.
- Review the final plan with the IA. Initial and date to indicate the review is completed.
- Visit frequently with the Participant and the IA.
- Review regular progress updates, provide comments, and date to indicate the review is completed.
- Complete ongoing observations and feedback conferences with the participant to monitor progress. If progress is not satisfactory, frequency of administrator/appraiser observations should increase.
- Submit documentation and feedback to the Panel as needed, providing the Participant a minimum of 2 weeks in advance of the submitted to allow Participant response.
- Submit any additional written input to the participant and the Panel by March 1.
- ▲ **Documentation:** All documentation shared with the Panel is shared with the Participant. The Referral, the Assistance Action Plan, and Assistance Summary Reports are maintained in the Participant's HR personnel file.
- Panel Recommendations: The Panel considers all submitted documentation and makes a recommendation on or before April 1. Recommendations include:
 - Discontinue the Assistance Program Plan and return to Career Educator or New Educator Appraisal Process.
 - Continue participation in the Assistance Program.
 - Recommend to Human Resources for nonrenewal of contract.

APPRAISAL

Due Dates Chart

New Educators

(NE=New Educator; SNE=Struggling New Educator)

New Educator 1 & Extended New Educator 1				
	Appraisal Overview	Prior to Sept. 15		
	Observation/Conference (scheduled)	October 15—O		
	(Includes pre-observation conference)			
	SNE additional Obs/Conferences	Dec. 1 Notify HR		
	3-way conference (IRT, educator, admin)	Dec. 1		
	SNE Summative Evaluation	Dec. 1—0		
	NE Summative Evaluation	End of 1st semester-O		
	SNE – new or ongoing concerns	Feb. 15 Notify HR		
	SNE Observation/Conference	March 1—O		
	SNE Summative Evaluation	March 15 Notify HR-O		
	NE Observation/Conference	March 30—O		

April 30—O

April 30—0

New Educator Year 2

NE Summative Evaluation

Action Plan SMART Goal

•	Action Plan Log (Template in File Library)	Maintained by NE
	Appraisal Overview	Prior to Sept. 15
	Observation/Conference	November 15—O
	SNE additional Obs/Conferences	Dec. 1 Notify HR
	SNE –Summative Evaluation	Dec. 1
	SNE Observation/Conference	Feb. 15
	SNE – new or ongoing concerns	Feb. 15 Notify HR
	SNE Summative Evaluation	March 15
	NE Observation / Conference	March 30—O
П	NF Summative Evaluation	Anril 30—0

Action Plan Log (Tompleto in File Library) Maintained by NE

Career Educators (CE)

3 Year Cycle

Career Educator Year 1

	Appraisal Overview	Prior to Sept. 15
♦	Action Plan SMART Goal	October 15—O
♦	Action Plan Log (Template in File Library)	Maintained by CE

Career Educator Year 2

♦	Action Plan Log (Template in File Library)	Maintained by CE
	Appraisal Overview	Prior to Sept. 15

Career Educator Year 3

♦	Action Plan Log (Template in File Library)	Maintained by CE
	Appraisal Overview	Prior to Sept. 15
	Summative Evaluation	February 15—O
	w/ Rubric Self-Reflection	February 15

Action Plan Summary of Results April 30—O



Transition Year (Educator with Due Process Only)

Appraisal Overview	Prior to Sept. 15
Summative Evaluation	April 30—O

New Educator Year 3

♦	Action Plan Log (Template in File Library)	Maintained by NE
	Appraisal Overview	Prior to Sept 15
	SNE additional Obs/Conferences	Dec. 1 Notify HR
	Observation/Conference	February 15—O
	SNE Summative Evaluation	March 15

- $\ \square$ Squares denotes item Appraiser completes
- Diamond denotes item Educator completes & Appraiser reviews/approves
- O OASYS Form

New Educator Year 4

- ♦ Action Plan Log (Template in File Library) Maintained by NE
 ☐ Appraisal Overview Prior to Sept 15
 ☐ SNE additional Obs/Conferences Notify HR by Dec. 1
 ☐ Summative Evaluation February 15—0
- Summary of Results April 30—0

Appraisal Tracking System

The Olathe Public Schools for tracking purposes uses MLP (MyLearningPlan ®) for professional development and OASYS (Observation & Appraisal System) for appraisal (educator evaluation). Most appraisal forms are completed online in the OASYS section of the MyLearningPlan ® (MLP) tracking system. Additional appraisal templates and the Educator Standards/Indicators/Rubrics are available in the MLP My File Library (see diagram below for location of the Library).

Educator electronic acknowledgement of an OASYS form is an "official" signature. The educator may add an optional response to any form within 2 weeks by using the Educator Comments template. The Final Evaluation Summary in OASYS includes all appraisal documents from a single appraisal cycle and is the official appraisal record for the educator's personnel file.

If an educator or appraiser has not completed a required appraisal component by the due date or the educator fails to acknowledge a completed form within 2 weeks, Human Resources may be contacted to discuss an appropriate course of action.

Keeping on Track:

- <u>Educator:</u> The <u>Appraisal Due Dates chart</u> and <u>Educator Responsibilities in Appraisal</u> document (*MLP* My File Library) help the educator.
- Appraiser: The Appraisal Due Dates chart helps the appraiser.

My Info: **My Requests** My Portfolio **Awaiting Prior Approval** My Evaluations My File Library Salary Tracker **Approved and In Progress Activity Catalogs:** » None District Catalog **Pending Final Approval** Fill-In Forms: » None CERT: Action Plan **Most Recently Completed** CERT:Out-of-Dist Prof Act » Labor Management Collaboration, Cincinnati, Ohio CERT: College Credit » OL: BLT 2012 Spring Training: BW, HT, ML, CWC, BB CERT:CEUs » KS Assoc of Special Education Administrators Luncheon **CERT:Pt Request** » OL OSSSC Site Council 11-12 CERT: Knowledge Points

Appraisal Documents

>>> in MLP My File Library

- Core Expectations, Standards, Indicators,
 Rubrics General Educator and those unique to specific positions
- ► Templates for appraisal forms used in addition to OASYS online forms
 - Action Plan Log
 - Observation/Conference Feedback
 - Summative Evaluation
 - Educator Comments
 - Assistance Referral
 - Assistance Action Plan
 - Assistance Report
- Guidelines and Planning Forms
 - Pre and Post Observation Conference Planning forms
 - Educator Responsibilities in Appraisal
 - Annual Beginning of Year Appraisal Overview guidelines



MyLearningPlan®
MLP
PROFESSIONAL
LEARNING

Plan/Manage Learn/Evaluate MyLearningPlan®

OASYS

EDUCATOR EVALUATION

Streamline/Schedule
Discuss/Evaluate

Placement Options

Assignment Change

If an educator changes levels (i.e., elementary, middle school, high school), content/endorsement areas (i.e. regular education to special education; language arts to science), and/or positions (i.e., classroom teacher to counselor), transition to the new assignment may require modification of the appraisal process.

- ♦ New Educators will continue in the New Educator Process. The Action Plan will be reviewed and revised or a new plan developed. For new educators entering New Educator 2, the appraiser can request that the educator instead remain in New Educator 1 Extended (which includes IRT support). For new educators entering New Educator 3 or New Educator 4, the appraiser can request that the educator receive short term IRT Transition Support (which includes approximately 5 consultations) from the Coordinator of New Educator Induction.
- ♦ Career Educators will determine with the appraiser which of the following best meets the needs of the situation:
 - 1. Maintain the current Career Educator process and modify the Action Plan as needed.
 - 2. Initiate a new Career Educator cycle with a new Action Plan.
 - 3. For circumstances where the new assignment is so different that an adjustment period is desired prior to continuing the appraisal cycle, replace the Career Educator cycle with a one-year Transition Year. A new Career Educator cycle will be initiated the next year.

A Transition Year includes:

- By April 30, feedback from the appraiser on the Summative Evaluation
- An appraiser can request that the educator receive IRT Transition Support (which includes approximately 5 consultations) from the Coordinator of New Educator Induction for individuals in the Transition Year.

Returning Educators

- ♦ Educators with NO due process—Place in New Educator 1 (with IRT support)
- ♦ Educators with due process—Complete a Returning Hire Transition Year and initiate a new Career Educator cycle the second year back in the district.
- Returning Hire Transition Year IRT Support:
 - △ Minimum of 2 observations and 5 consultations
 - Additional support as determined necessary by appraiser and/or IRT
 - Guidance to write Action Plan second semester





Appraisal is an ongoing, collaborative process based on open communication and rooted in standards of excellence.

Location for Appraisal Brochure: O-Zone>Dept. & Committees>Appraisal—Licensed/Certified

This resource was developed by Olathe District staff for use in Olathe Public Schools. Copies may be made for district use. All other uses require written permission. Approved by Professional Council May 2012.

Personnel Policies & Professional Employee Negotiated Agreement Licensed/Certified Staff

APPENDIX D: Separating and Grievance

Separating From A Position Worksheet
Griveance Form

Vacating from a Position Worksheet

As outlined in Policy GBOC (Negotiated Agreement) when vacating a position of employment with the Olathe Public Schools, the departing employee shall be required to work with their immediate supervisor to implement a smooth transition of job position/responsibilities, and transfer of critical information/documents.

The departing employee shall be responsible for completing the following components, to the satisfaction of the immediate supervisor.

- 1) Schedule and meet with the immediate supervisor regarding current responsibilities & exit expectations for purposes including, but not limited to:
 - o describing status of current projects / initiatives / budget / action plans
 - o describing upcoming events / time lines/ contacts of significance / critical & immediate deadlines
 - o reviewing expected format of critical information, files, documents, to be left and reviewed with incoming person
 - o discussion of how final days on the job will be spent regarding transition activities including work with others in same office or division
 - discussion of any intended absences immediately prior to separation from employment
 - o clarifying supervisor expectations regarding transfer of keys, communication devices(i.e. computer, cell phone, Blackberry, etc), identification badges, other items "checked out" to the individual
 - o explanation by the supervisor about termination of email, building access, file access
 - description of any copies of documents, files, products, or materials that the departing employee plans to take with them,
 with explanation for requesting approval
 - o other supervisor requested updates, descriptions, or discussions regarding continuation of operations in the exiting employee's areas of responsibility
 - 2) Provide the supervisor with print or electronic documentation and resources, including but not limited to:
 - o locations of critical contact information for the job function
 - o locations of information on routine reports, procedures, process documents
 - o providing documented description of where to locate key information, materials, resources
 - original documents of products/publications/or other intellectual property developed for district use or publication, with use of district resources and district funded
 - o other locations, formats, and descriptions of information requested by the supervisor regarding continuation of operations in the exiting employee's areas of responsibility

Also if applicable for this employee's position:

- o locations of any documentation of legal matters, anecdotal records on student performance, or records of incidents past, or in progress
- 3) **Develop and gain approval for a succession plan, including meeting with the successor when possible.** The plan shall include, but not be limited to:
 - o A draft overview of what materials will be provided to the incoming replacement
 - o If applicable, the date, time, and place of the transition meeting or meetings & topics to be discussed
 - A plan for handling routine follow-up via calls, email, or visits regarding first-year questions that may arise after the new person takes over responsibilities

<u>In cases when the replacement is not yet determined, or is unavailable</u> to meet prior to separation with the departing employee, the above procedures may be amended as follows:

- o The supervisor of the departing employee shall consult with an HR Administrator regarding the above outlined aspects of this procedure that would be required in lieu of a face-to-face meeting between departing and incoming employees.
- Conference call, direct call, or video conferencing may be discussed as an option to achieve the intended outcomes of the transition plan

4) The supervisor and departing 6	4) The supervisor and departing employee sign below stating components 1-3 will be completed prior to ending employmen					
Supervisor signature	 date	Employee signature	 date			

FORM GR-1 Olathe Public Schools Policy GBZH, Negotiated Agreement

GRIEVANCE FORM

	GRIEVANCE DATE:
NAME OF PERSON FILING GRIEVANCE:	
BOARD POLICIY ALLEGED TO HAVE BEEN VIOLATED:	
PERSON OR PERSONS ALLEGED TO BE RESPONSIBLE FOR C	CAUSING SUCH EVENTS OR CONDITIONS:
GENERAL STATE OF GRIEVANCE:	
REDRESS SOUGHT BY AGGRIEVED PARTY:	
SIGNED:Aggrieved Party	
- 68 · 5 · 5 · 1	
DATE RECEIVED BY PRINCIPAL:	
Electronic Version Available	

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