

Professional Policies and Professional Employee Negotiated Agreement

Licensed/Certified Staff

2016-2017

Developed and Approved by Professional Council

Approved and Ratified by the Board of Education and Olathe NEA and Bargaining Unit



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June 2016

Dear Staff,

We want to thank you for your support as we completed a new agreement to guide our cooperative work in educating students. We were pleased that our negotiations process was able to be concluded early this year, allowing our staff to have important information in a timely fashion. While we wish there were additional revenues for us to expend, we will continue to work together to provide appropriate compensation and working conditions for our staff members in very challenging economic times as we work together to achieve our mission of "Students prepared for *their* future".


All policies in this book have been ratified by the Olathe Educators' Bargaining Unit and approved by the Olathe Board of Education. All policy changes go through a collaborative and cooperative process. In addition to the policies found in the Negotiated Agreement, staff are required to follow all other non-negotiated board policies. All Board policies are located on the district website ([www.olatheschools.com/District>Board of Education< BoardDocs/ Policies](http://www.olatheschools.com/District/Board%20of%20Education/BoardDocs/Policies)).

The Negotiated Agreement is located on the district intranet ([O-Zone>Dept.&Committees>Professional Council>Negotiated Agreement](#)) and the Olathe NEA website (www.olathenea.org/Bargaining).

We encourage use of the information in the agreement as a valuable resource. Please do not hesitate to contact administrative personnel and the leadership of Olathe NEA if we can assist with clarifications of policies and supplemental documents found in the agreement.

Thank you again for your continued service to the students of our district.

Sincerely,


Dr. Marlin Berry
Superintendent of Schools

Sincerely,

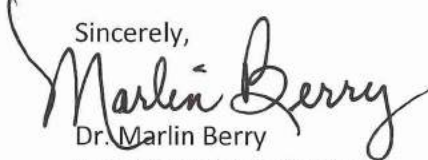

Kathy Meyer
President, Olathe NEA

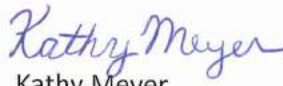
PARTNERS IN EDUCATIONAL EXCELLENCE



Memorandum of Understanding (MOU)
Salary Schedule Changes
October 19, 2015

The Administration of USD #233 and the Olathe NEA agree to collaboratively make changes and/or modifications to the existing salary schedule by May 1, 2017 that are acceptable to the Association and the Board of Education. If the above is not completed to the satisfaction of either party, the proposed salary schedule would be in force beginning July 1, 2017. All existing employees will be placed on the proposed schedule in the cell of the appropriate column that will match or exceed the expected salary amount for the 2017-18 school year.

Sincerely,

Dr. Marlin Berry
Superintendent of Schools

Sincerely,

Kathy Meyer
President, Olathe NEA

Proposed Salary Schedule for Proceeding MOU

OLATHE PUBLIC SCHOOLS										
Potential Professional Salary Schedule										
STEP	B	B+12	B+24	M	M+12	M+24	M+36	M+48	M+60	DR
1	\$ 39,700	\$ 40,627	\$ 41,554	\$ 43,718	\$ 44,954	\$ 46,191	\$ 47,427	\$ 48,663	\$ 50,827	\$ 51,827
2	\$ 40,200	\$ 41,127	\$ 42,054	\$ 44,218	\$ 45,454	\$ 46,691	\$ 47,927	\$ 49,163	\$ 51,327	\$ 52,327
3	\$ 40,700	\$ 41,627	\$ 42,554	\$ 44,718	\$ 45,954	\$ 47,191	\$ 48,427	\$ 49,663	\$ 51,827	\$ 52,827
4	\$ 40,960	\$ 41,877	\$ 42,805	\$ 44,968	\$ 46,204	\$ 47,441	\$ 48,677	\$ 49,913	\$ 52,077	\$ 53,077
5	\$ 41,200	\$ 42,127	\$ 43,055	\$ 45,218	\$ 46,455	\$ 47,691	\$ 49,236	\$ 50,473	\$ 52,636	\$ 53,636
6	\$ 41,450	\$ 42,377	\$ 43,614	\$ 45,777	\$ 47,014	\$ 48,250	\$ 49,795	\$ 51,032	\$ 53,195	\$ 54,195
7	\$ 41,700	\$ 42,813	\$ 43,925	\$ 46,073	\$ 47,263	\$ 48,654	\$ 50,045	\$ 51,436	\$ 53,383	\$ 54,383
8	\$ 43,956	\$ 45,068	\$ 46,181	\$ 48,128	\$ 49,519	\$ 50,910	\$ 52,301	\$ 53,692	\$ 55,639	\$ 56,639
9	\$ 45,568	\$ 46,681	\$ 47,794	\$ 49,741	\$ 51,132	\$ 52,523	\$ 53,913	\$ 55,304	\$ 57,252	\$ 58,252
10	\$ 46,681	\$ 47,794	\$ 48,906	\$ 50,854	\$ 52,244	\$ 53,635	\$ 55,026	\$ 56,417	\$ 58,364	\$ 59,364
11	\$ 47,794	\$ 48,906	\$ 50,019	\$ 51,966	\$ 53,357	\$ 54,748	\$ 56,139	\$ 57,530	\$ 59,477	\$ 60,477
12	\$ 48,906	\$ 50,019	\$ 51,132	\$ 53,079	\$ 54,470	\$ 55,861	\$ 57,252	\$ 58,642	\$ 60,590	\$ 61,590
13	\$ 49,106	\$ 51,132	\$ 52,244	\$ 54,192	\$ 55,583	\$ 56,973	\$ 58,364	\$ 59,755	\$ 61,702	\$ 62,702
14	\$ 49,106	\$ 52,244	\$ 53,357	\$ 55,304	\$ 56,695	\$ 58,066	\$ 59,477	\$ 60,868	\$ 62,815	\$ 63,815
15	\$ 49,106	\$ 52,444	\$ 53,557	\$ 56,417	\$ 57,808	\$ 59,199	\$ 60,590	\$ 61,980	\$ 63,928	\$ 64,928
16	\$ 49,606	\$ 52,944	\$ 54,057	\$ 58,030	\$ 59,421	\$ 60,611	\$ 62,202	\$ 63,593	\$ 65,540	\$ 66,540
17	\$ 50,606	\$ 53,944	\$ 55,057	\$ 60,142	\$ 61,533	\$ 62,924	\$ 64,315	\$ 65,706	\$ 67,653	\$ 68,653
18	\$ 51,106	\$ 54,444	\$ 55,557	\$ 60,642	\$ 63,146	\$ 64,537	\$ 65,928	\$ 67,319	\$ 69,266	\$ 70,266
19					\$ 64,259	\$ 65,650	\$ 67,040	\$ 68,431	\$ 70,378	\$ 71,378
20					\$ 65,371	\$ 66,762	\$ 68,153	\$ 69,544	\$ 71,491	\$ 72,491
21					\$ 66,484	\$ 67,875	\$ 69,266	\$ 70,657	\$ 72,604	\$ 73,604
22					\$ 67,797	\$ 69,188	\$ 70,578	\$ 71,969	\$ 73,916	\$ 74,916
23					\$ 68,597	\$ 69,988	\$ 71,378	\$ 72,769	\$ 74,716	\$ 75,716

Book	POLICIES
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...

- | | |
|---|--|
| <ul style="list-style-type: none"> • Apply academic skills • Communicate effectively • Think critically and creatively to solve problems • Use and apply technology | <ul style="list-style-type: none"> • 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:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Positive Role Models • Effective Communicators • Respect for All | <ul style="list-style-type: none"> • Advocates for Education • Actively Involved |
|--|--|

Book	POLICIES
Section	G - Certified Staff Policies
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.

Book	POLICIES
Section	G - Certified Staff Policies
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.

Book POLICIES
Section G - Certified Staff
Title Discipline
Number GBI
Status Active
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:

- Disciplinary conference: 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.
- Formal reprimand. 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.
- Suspension with pay or reassignment (requires action by Human Resources Division). 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 K.S.A. 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.

Appraisal 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.

Book	POLICIES
Section	G - Certified Staff Policies
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 fair dismissal (due process) hearing. The hearing shall determine whether further suspension shall be with or without pay.

Book	POLICIES
Section	G – Fair Dismissal
Title	Fair Dismissal (Due Process) Procedures
Number	GBL
Status	Active

BOARD POLICY:

Teachers who have taught for three years and been offered a fourth contract will be eligible for fair dismissal procedures.

Notice of Non-renewal and Request for Hearing:

(a) Whenever a teacher is given written notice of intention by a board to not renew or to terminate the contract of the teacher, the written notice of the proposed nonrenewal or termination shall include: (1) A statement of the reasons for the proposed nonrenewal or termination; and (2) a statement that the teacher may have the matter heard by a hearing officer upon written request filed with the clerk of the board of education within 15 calendar days from the date of such notice of nonrenewal or termination.

(b) Within 10 calendar days after the filing of any written request of a teacher to be heard as provided in subsection (a), the board shall notify the commissioner of education that a list of qualified hearing officers is required. Such notice shall contain the mailing address of the teacher. Within 10 days after receipt of notification from the board, the commissioner shall provide to the board and to the teacher, a list of five randomly selected, qualified hearing officers.

(c) Within five days after receiving the list from the commissioner, each party shall eliminate two names from the list, and the remaining individual on the list shall serve as hearing officer. In the process of elimination, each party shall eliminate no more than one name at a time, the parties alternating after each name has been eliminated. The first name to be eliminated shall be chosen by the teacher within five days after the teacher receives the list. The process of elimination shall be completed within five days thereafter.

(d) Either party may request that one new list be provided within five days after receiving the list. If such a request is made, the party making the request shall notify the commissioner and the other party, and the commissioner shall generate a new list and distribute it to the parties in the same manner as the original list.

(e) In lieu of using the process provided in subsections (b) and (c), if the parties agree, they may make a request to the American Arbitration Association for an arbitrator to serve as the hearing officer. Any party desiring to use this alternative procedure shall so notify the other party in the notice required under subsection (a). If the parties agree to use this procedure, the parties shall make a joint request to the American Arbitration Association for a hearing officer within 10 days after the teacher files a request for a hearing. If the parties choose to use this procedure, the parties shall each pay one-half of the cost of the arbitrator and of the arbitrator's expenses.

(f) The commissioner of education shall compile and maintain a list of hearing officers comprised of residents of this state who are attorneys at law. Such list shall include a statement of the qualifications of each hearing officer.

(g) Attorneys interested in serving as hearing officers under the provisions of this act shall submit an application to the commissioner of education. The commissioner shall determine if the applicant is eligible to serve as a hearing officer pursuant to the provisions of subsection (h).

(h) An attorney shall be eligible for appointment to the list if the attorney has: (1) Completed a minimum of 10 hours of continuing legal education credit in the area of education law, due process, administrative law or employment law within the past five years; or (2) previously served as the

chairperson of a due process hearing committee prior to the effective date of this act. An attorney shall not be eligible for appointment to the list if the attorney has been employed to represent a board or a teacher in a due process hearing within the past five years.

Due process hearing; time for commencement; procedural requirements. The hearing shall commence within 45 calendar days after the hearing officer is selected unless the hearing officer grants an extension of time. The hearing shall afford procedural due process, including the following:

- (a) The right of each party to have counsel of such party's own choice present and to receive the advice of such counsel or other person whom such party may select;
- (b) the right of each party or such party's counsel to cross-examine any person who provides information for the consideration of the hearing officer, except those persons whose testimony is presented by affidavit;
- (c) the right of each party to present such party's own witnesses in person, or their testimony by affidavit or deposition, except that testimony of a witness by affidavit may be presented only if such witness lives more than 100 miles from the location of the unified school district office, or is absent from the state, or is unable to appear because of age, illness, infirmity or imprisonment. When testimony is presented by affidavit the same shall be served upon the clerk of the board of education, or the agent of the board and upon the teacher in person or by first-class mail to the address of the teacher which is on file with the board not less than 10 calendar days prior to presentation to the hearing officer;
- (d) the right of the teacher to testify in the teacher's own behalf and give reasons for the teacher's conduct, and the right of the board to present its testimony through such persons as the board may call to testify in its behalf and to give reasons for its actions, rulings or policies;
- (e) the right of the parties to have an orderly hearing; and
- (f) the right of the teacher to a fair and impartial decision based on substantial evidence.

Witnesses, fees and mileage; hearing officer, compensation and expenses; testimony, recording and transcription; attorney fees; costs.

- (a) For appearing before the hearing officer at a hearing, witnesses who are subpoenaed shall receive \$5 per day and mileage at the district approved rate for miles actually traveled in going to and returning from attendance at the hearing. The fees and mileage for the attendance of witnesses shall be paid by the party calling the witness, except that fees and mileage of witnesses subpoenaed by the hearing officer shall be paid by the board. Witnesses voluntarily appearing before the hearing officer shall not receive fees or mileage for attendance at the hearing.
- (b) The hearing officer shall be paid compensation for time spent in actual attendance at the hearing and for time spent in performance of the hearing officer's official duties. In addition to compensation, the hearing officer shall be paid subsistence allowances, mileage, and other expenses at the district approved rate. The costs for the services of the hearing officer shall be paid by the board.
- (c) Testimony at a hearing shall be recorded by a certified shorthand reporter. The cost for the certified shorthand reporter's services shall be paid by the board. The testimony shall be transcribed if the decision of the hearing officer is appealed to the district court, or if either party requests transcription. The appellant or the party making the request shall pay for the cost of transcription. If both parties jointly request that the testimony be transcribed at the hearing level, the parties shall each pay one-half of the cost of transcription.
- (d) Each party shall be responsible for the payment of its own attorney fees.
- (e) All costs of a hearing which are not specifically allocated in this section shall be paid by the board.

Book POLICIES
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 GBOB 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.

A. Conversion of Accrued Illness/Bereavement Leave

Any employee who retires and is KPERs eligible may use accumulated leave as described below.

1. 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:
 - Making payment toward selected District Group Health benefits under Section 125.
 - Reimbursing the employee for legal eligible medical expenses (for the employee and eligible dependents) as defined by the IRS Section 213 (d).

2. To be eligible for this benefit, all of the following criteria must be met:
 - The employee must be retiring from a benefits eligible position.
 - 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.

3. 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 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.

4. 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.

5. The retiree's HRA account will be terminated upon the death of the employee, with any remaining balance returned to the District.
6. The Board of Education may withdraw or terminate the Plan if notice is given, in writing to Professional Council, one (1) 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.

B. Continuation of Health Benefits Coverage after Retirement

Olathe Public Schools will make coverage available for certain retirees under the District Group Health plan for the employee and their dependents.

1. To be eligible for this benefit, all of the following criteria must be met:
 - The employee must be retiring from a benefits eligible position.
 - 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.

2. 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.
3. A circumstance could exist where a retired employee, who is currently enrolled in the District Group Health plan as noted above predeceases the spouse. The continuation for the surviving spouse with access to the District Group Health plan is extended if the surviving spouse was covered under the retired employee's District Group Health plan. The same criteria noted above for cessation of coverage for the retired employee also applies to the surviving spouse.

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.

Book POLICIES
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 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.

Testimony by affidavit or deposition; interrogatories; time, extension. When either party desires to present testimony by affidavit or by deposition, that party shall furnish to the hearing officer the date on which the testimony shall be taken. A copy of the affidavit or the deposition shall be furnished to the opposing party within 10 days following the taking of any such testimony, and no such testimony shall be presented at a hearing until the opposite party has had at least 10 days prior to the date upon which the testimony is to be presented to the hearing officer to rebut such testimony by affidavit or deposition or to submit interrogatories to the affiant or deponent to be answered under oath. Such 10 day period, for good cause shown, may be extended by the hearing officer.

Powers of hearing officer; rules of evidence not binding; burden of proof; admissibility of evidence. The hearing officer may: (a) Administer oaths; (b) issue subpoenas for the attendance and testimony of witnesses and the production of books, papers and documents relating to any matter under investigation; (c) authorize depositions to be taken; (d) receive evidence and limit lines of questioning and testimony which are repetitive, cumulative or irrelevant; (e) call and examine witnesses and introduce into the record documentary and other evidence; (f) regulate the course of the hearing and dispose of procedural requests, motions and similar matters; and (g) take any other action necessary to make the hearing accord with administrative due process. Hearings under this section shall not be bound by rules of evidence whether statutory, common law or adopted by the rules of court, except that, the burden of proof shall initially rest upon the board in all instances other than when the allegation is that the teacher's contract has been terminated or nonrenewed by reason of the teacher having exercised a constitutional right. All relevant evidence shall be admissible, except that the hearing officer, in the hearing officer's discretion, may exclude any evidence if the hearing officer believes that the probative value of such evidence is substantially outweighed by the fact that its admission will necessitate undue consumption of time.

Opinion of hearing officer; findings of fact and determination of issues; decision final; appeal to district court. (a) Unless otherwise agreed to by both the board and the teacher, the hearing officer shall render a written opinion not later than 30 days after the close of the hearing, setting forth the hearing officer's findings of fact and determination of the issues. The decision of the hearing officer shall be submitted to the teacher and to the board. (b) The decision of the hearing officer shall be final, subject to appeal to the district court by either party as provided in K.S.A. 60-2101, and amendments thereto.

Book	POLICIES
Section	G - Certified Staff Policies
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.

Book POLICIES
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).

Book POLICIES
Section G - Certified Staff Policies
Title Staff/Faculty and Special Topics Meetings
Number GBRD
Status Active
Legal

BOARD POLICY:

Topics of high priority that require face-to-face meetings may be addressed through Staff/Faculty Meetings or Special Topics Meetings. 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.

Staff/Faculty Meetings: Staff meetings scheduled outside the Professional Day are established solely by the administration, providing at least a two week notice if attendance is mandatory. Staff/Faculty Meetings are limited to no more than one meeting per month and forty-five (45) minutes duration beyond the Professional Day.

Other meetings may be called by the administration during the Professional Day. Individuals with concerns about attendance should contact their building administrator prior to the meeting to discuss their needs.

Special Topics Meetings: Special Topics Meeting scheduled outside the Professional Day are established by the Administration with agreement from the building's lead Olathe NEA Association Representative, and as appropriate with input from the Building Leadership Team (BLT). For mandatory attendance, at least a two week notice must be provided. Special Topics Meetings must qualify for Professional Development points under the guidelines of the Staff Development Council (SDC) and the meeting must be submitted for approval through the established SDC process. Special Topics Meetings are based on broad topics and applicable to all staff members who are required to attend and meet building specific needs not addressed during the scheduled building or district professional development sessions. Professional Council may designate Special Topics Meetings for District initiatives by communicating the topic and time of the meeting to the building principal and lead Association Representative. Such action by Professional Council will result in reduction of the time available for building selected Special Topics meetings. Educators are only required to attend Special Topics Meetings in their home building.

Special Topics meetings are limited to three sessions, totaling one hundred eighty (180) minutes per building, per year.

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

Book	POLICIES
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.

Book POLICIES
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 GBZCDA, 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.

Book POLICIES
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.

Individual Tutoring/Private Instruction: 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.

Book	POLICIES
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.

Book POLICIES
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.

Book	POLICIES
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.

Book	POLICIES
Section	G – Certified Staff Policies
Title	Supervision of Classified Staff
Number	GBZB-A
Status	Active
Legal	

BOARD POLICY:

The purpose of this policy is to outline expectations for educators related to the supervision and providing performance feedback for classified staff (i.e. special education paraeducators, library clerks, classroom aides, etc.). Educators may be required to direct the activities of select classified staff members. The educator's responsibility for directing the activities will be limited to those times when the classified staff member is performing tasks assigned by the educator or that fall within the educators' assignments. Training and direction will be provided by administration as necessary for the educator to fully understand his/her obligation to supervise the classified staff member. Educators may be asked to provide performance feedback related to the work of select classified staff members who work directly with the educator. Educators may decline to provide feedback without retaliation. Educators who are providing performance feedback at the direction of administration are protected from liability under the Kansas Torts Claims Act (K.S.A. 75-6101 et. seq.). The final responsibility and authority for all personnel evaluations rests with administrators.

Book	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).

Book	POLICIES
Section	G - Certified Staff Policies
Title	Assignment and Transfer – Primary Contract Position
Number	GBZCA
Status	Active
Legal	K.S.A. 72-5436

BOARD POLICY:

I. **Definitions**

- A. Assignment: An assignment is the job title or position held. Assignment does not include location. Reassignment occurs within a school, site or district-wide program.
- B. Transfer: A transfer is a move of an educator from one school, site, or district-wide program to another. It may or may not include a reassignment.
- C. District-wide program: A District-wide program is a job assignment whose location is subject to change based on District needs. A list of district-wide programs is reviewed annually and published in Appendix A of the Negotiated Agreement.
- D. Itinerant Pool: A category for educators whose schedule in a single building and with consideration of the District’s Staff Guidelines, does not fulfill the professional day requirement.
- E. Reduction in force (RIF): A reduction in force occurs when staffing changes cannot be accommodated through reassignment, transfer, and/or attrition. A reduction in force results in loss of employment for one or more educators.
- F. Posting: A posting is an announcement of an open position. All vacant bargaining unit positions covered by this agreement will be posted on the website specified by the District. All positions must be posted internally, and Human Resources may also at its discretion post externally. The requirement for posting will not be imposed for vacancies with a hire date after July 31. Vacancies within a building may be filled by reassignment of building staff without posting, so long as the reassignment is in keeping with this policy. Posting of vacancies in extracurricular, co-curricular, academic support or stipended positions will not be required.

II. **Reassignment:** Reassignment may be initiated by an employee or by administration.

- A. **Employee-Initiated Reassignment:** An educator wishing to be reassigned should communicate his/her interest to his/her principal or administrator. Employee-initiated requests may be approved by principal or administrator if the reassignment meets the requirements of “Criteria for reassignment” below.
- B. **Administrator-Initiated Reassignment:** Administration may reassign an educator to accommodate building/site needs (including changes in staffing allocations), so long as the reassignment meets the requirements of “Criteria for reassignment” below.
 - 1. Criteria for reassignment: Reassignment may be carried out if it meets the following criteria:
 - a. The reassignment places the educator in a position for which he/she is licensed.
 - b. The reassignment does not alter the length of the educator’s contract.
 - c. At the elementary level, the assignment does not move an educator from a K-5 classroom position to a specialist position (i.e., art, music, PE) or non-classroom position such as counselor or library-media specialist.
 - If a reassignment does not meet the requirements of “Criteria for reassignment,” the reassignment will be managed as an employee-initiated transfer or as an administrator transfer.
- C. Returning personnel will continue in the existing assignment unless notified of a change of assignment by the Superintendent or designee. Should reassignment be necessary, the staff

member will 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.

- III. **District-wide Program Assignments:** A District-wide program based assignment 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.
- A. District-wide program locations may change to meet the program needs.
 - B. It is possible that an educator's assignment location could be split between building-based and District-wide program-based assignments.
 - C. 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 Administrator-Initiated Transfer Due to Reduction in Staff will be applied, unless the reduction is the result of compliance with federal/state laws or regulations.
 - D. Where locations are being changed not due to reduction of staff, the Administrator-Initiated Transfer for Other Reasons provision will be applied.
 - E. Personnel new to the District will be informed of assignment and location by the Superintendent or designee, including whether the assignment is a District-wide program location.
 - F. A list of District-Wide Program Assignments agreed to by Professional Council will be maintained by Human Resources Division and reviewed annually in conjunction with Teaching & Learning. (Appendix A)
- IV. **Transfer:** Transfers may be initiated by an employee or by administration.
- A. **Employee-Initiated Transfer:**
 - 1. Application for transfer.
 - a. An educator who wishes to apply for a posted vacancy must file an online application in the manner prescribed by Human Resources.
 - b. The transfer request will be in effect until July 31 preceding the year for which the transfer is submitted or until the specific position for which the transfer is submitted is filled, unless canceled by the employee by notification in writing to Human Resources.
 - c. If the transfer is in effect on June 1, Human Resources may inform the employee's principal/administrator of the application. Until June 1, the principal/administrator will be informed of the employee's application for transfer only with the permission of the employee. A principal/administrator considering a transfer may make consideration of the transfer contingent upon receiving employee authorization to do a reference check with the employee's current principal/administrator.
 - d. An educator may cancel a request for transfer by sending notification in writing to Human Resources. After a transfer is offered and accepted, an employee may not withdraw the request.
 - 2. Transfer process
 - a. Educators requesting transfer will be given consideration for posted vacancies.
 - b. The receiving principal/ administrator will make a recommendation to Human Resources regarding the approval or denial of a transfer request. Final approval or denial will be made by the Superintendent or designee.
 - c. Transfer applicants will be notified when a position for which they have applied has been filled.
 - B. **Administrator-Initiated Transfer Due to Reduction in Staff:** An administrator-initiated transfer to accommodate a staff reduction at a school, site, or district-wide program may be initiated by

the building/site administrator or by the Superintendent or his/her designee. Prior to initiating a transfer under this provision, administration will take the following steps.

1. **Step One:** Administration will identify the assignment area affected by the staff reduction.
 - a. Elementary—the assignment area for reduction will be grades K-2, grades 3-5, or specialty area (such as physical education, counseling, etc.)
 - b. Middle school—the assignment area for reduction will be grade 6, grades 7-8 core content specific area, or elective/specialty area (such as physical education, art, band, counselor, etc.)
 - c. High School—the assignment area for reduction will be based on department. Within a department, further narrowing of the affected area can be designated based on licensure and endorsement areas.
 2. **Step Two:** Administration will determine if reassignment within the building/site can address the staffing needs.
 3. **Step Three:** Educators employed part-time or part-time at a particular location may be transferred based on district needs.
 4. **Step Four:** Administration will seek volunteers from the assignment area to be reduced.
 - a. Elementary Only: If the administrator-initiated transfer involves elementary K-2 or 3-5, and if the initial request for transfer from the pool of educators in K-2 or 3-5 does not produce a volunteer whose transfer will solve the staffing need, an additional request for voluntary transfer will be made to the K-5 staff generally.
 5. **Step Five:** Once an employee volunteers for transfer and it is determined that the transfer does meet staffing needs, he/she will work with Human Resources to be placed in position for which he/she is licensed.
 6. **Step Six:** If no volunteers are identified, the District will begin the process of administrator-initiated transfer.
 - a. Employees within the affected area will be listed in order according to district seniority. Staff members tied in district seniority will be further ranked using building seniority.
 - b. The employee with the least seniority in the affected area will be considered first for transfer unless the principal/administrator offers a satisfactory to HR rationale for retaining the employee. HR will provide the rationale in writing to the transferred employee upon request. Rationale will be based on the best interests of the district, and may include but is not limited to licensure, endorsement, position specific qualifications, position specific training, assessment of performance, State of Kansas highly qualified requirements, extracurricular and/or academic support assignments.
- C. **Itinerant Pool:** Will be used for educators whose schedule in a single building does not fulfill the professional day requirement. After consideration of the District's Staff Guidelines and based on the employee's contractual FTE, the following will apply:
1. 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.
 2. District Initiated Transfer Due to Reduction of Staff at a Building will be implemented (Section IVB of this policy).
 3. 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.
 4. 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.

- D. **Administrator-Initiated Transfer for Other Reasons:** The Superintendent or designee may initiate transfer of an educator for reasons other than reduction in staff at a school/site. Educators transferred under this provision will be given a reason for the transfer and may request a meeting to hear the reasons for the transfer. The employee is entitled to representation at the meeting.

V. **Reduction in Force**

Whenever possible, reduction of staff shall be accomplished by normal attrition. Reduction in force 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 Fair Dismissal (Due Process) policy (Policy GBL).

A. **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.

B. **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.
- C. **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. 72-5436 et seq.).

Book	POLICIES
Section	G - Certified Staff Policies
Title	Appraisal Process
Number	GBZCB
Status	Active
Legal	K.S.A. 72-9001 to 72-9006

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, and subsequent changes in August 2013, and August 2014.

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. The appraisal continuum begins with the new educator and continues throughout the individual's career.

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

- **Core Expectations** of the district include adherence to the district's vision, mission, student goals, and staff guiding principles; legal responsibilities; and all Board of Education policies.
- **Goals** that educators support and work towards include the District Strategic Directions, Building School Improvement Goals, PLC (professional learning community) Goals, and Individual Goals.
- The six **Olathe District Educator Standards** and their accompanying indicators and rubrics. The six 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.
 - Educators impact student learning.

The appraisal process incorporates three levels:

1. 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. Summative Evaluations, using a variety of data/information including student learning are conducted which provide the educator with feedback on all five standards and indicators at the mid-year conference and all six of the educator standards and indicators at the second conference. Specific dates and requirements are outlined in the Appraisal Brochure (Appendix C, Negotiated Agreement).
2. Career Educator – Educators in the Career Educator level participate in a three year cycle. A Summative Evaluation, using a variety of data/information including student learning is conducted during the third year of the three-year cycle and provides the educator with feedback

on all six of the educator standards and indicators. Specific dates and requirements are outlined in the Appraisal Brochure (Appendix C, Negotiated Agreement).

3. Struggling Educators – 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 Career Educators 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).

Appraisal will not be used as a disciplinary tool. Refer to Policy GBI, Discipline.

Book	POLICIES
Section	G – Certified Staff Policies
Title	Part-Time Staff
Number	Policy GBZCC-A
Status	Active

Part-time professional staff members fall into one of three categories:

- A. Work a partial day each day of the school year calendar.
- B. Work specific days of the week, and fewer than five days per week.
- C. Work specific days of the A-E elementary rotation schedule, and fewer than five days per rotation.

This policy addresses how the work schedule will be determined for all of these categories.

1. **Total days and hours:** Human Resources (HR) will notify each part-time employee of the total days and hours for which the part-time employee is contracted. This will be determined by multiplying the employee’s FTE by the employee’s contract length. This notification will be in writing. For a newly hired part-time employee this notification from HR will be provided at the time of the initial employment offer. Continuing employees will be provided notification at the time of any change in FTE status. Employees new to the district will be required to attend the entire new educator pre-service schedule. The number of pre-service days in this case will be added to the total contractual obligation before the proration calculation.
2. **Student Instructional Days:**
 - a **Category A and B employees:** Category A employees will be notified in writing of their specific work hours. Category B employees will be notified of their specific weekly schedule. Employees in these categories will work their normal schedule each student instructional day identified on the official District calendar. Each part-time staff member will be expected to work the student instructional days identified by HR.
 - b **Category C employees:** Category C employees will be notified in writing of the specific days of the A-E schedule the employee is required to work. Each part-time staff member will be expected to work the student instructional days identified by HR.
3. **Plan Time:** Each part-time licensed/certified employee will be allocated plan time proportional to his/her contracted FTE while otherwise following the same parameters as applied to the assignment of plan time for full-time educators in a corresponding assignment.
4. **Parent Teacher Conferences:** The employee works the portion of the Parent Teacher Conference (13 hours total available except half-time early childhood and kindergarten teachers assigned to teach two (2) sections which have 21 hours total available) and based on their FTE allocation. The staff member and principal/supervising administrator determine the exact times the employee works during Parent Teacher Conference based on the FTE contract allocation. A decision on the exact times must be made by October 1. The amount of time worked at Parent Teacher Conferences is counted toward the employee’s total contract obligation.
5. **Professional Development and Preparation Days:** The FTE contractual obligation remaining will be allocated to professional development and/ or preparation days as outlined in the Professional Development (PD) and Preparation Days calendar prepared by Professional Council. Required attendance days will be determined by the supervisor with input from the employee. The part time staff member and his/her supervisor should, when allocating the remaining contractual obligation work days, be mindful of re-licensure requirements.

6. **Total Time:** The part-time staff member will return to his/her /supervisor with the Part-time Employee Attendance document that fulfills the total number of obligatory hours identified by HR by October 1. The part-time employee's required work schedule will not exceed the number of hours of obligation for a full-time employee multiplied by the part-time employee's contract FTE.
7. **Monitoring:** Principals and supervisors will monitor attendance of part-time staff members with the assistance of the employee as required.
8. **Flexibility:** With consent of the principal/supervisor modifications may occur.
9. **Additional Professional Development Points:** Part-time employees interested in earning additional professional development points for salary schedule movement see Policy GBZEA.

Book	POLICIES
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).

Part-Time Staff - Information related to part-time staff members is outlined in the Part-Time Staff policy (Policy GBZCC-A).

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.

Book POLICIES
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:

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

Flex Options for Staff on Longer Than 187 Day Contracts: 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.

Book	POLICIES
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).

Book POLICIES
Section G - Certified Staff Policies
Title Leaves
Number GBZCDA
Status Active
Legal

BOARD POLICY:

The following leaves are addressed in this policy, with form/information related to certain areas included in Appendix B:

- I. Illness/Bereavement
- II. Personal Business
- III. Family Medical Leave Act (FMLA)
- IV. Childbirth and Adoption Leave
- V. Non-FMLA Medical Leave
- VI. Prolonged Absences Requiring Board of Education Action
- VII. Professional Leave Out-of-District Professional Activities
- VIII. Donor Leave for Organ, Tissue, Bone Marrow, and Blood Donation
- IX. Jury Duty or Other Legal Proceedings
- X. Non-School Community Activities
- XI. Military Leave
- XII. Political Activity Leave
- XIII. Sabbatical Leave
- XIV. Other Approved Absence

Annual leave is earned at the employee's FTE (full-time equivalency) contract rate. An employee who is less than 1.0 FTE will earn leave proportional to his/her FTE during the year the leave is earned, i.e. a .5 contract employee earns .5 the number of leave days a 1.0 FTE employee earns during the same contract period.) Daily leave may be taken in increments of .5 day (4 hrs.) or 1 day (8 hrs.). Absences that are not allowed per the Leave policy will result in a dock of daily contractual pay and/or other disciplinary action.

I. 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. Birth/adoption of a grandchild:
 - a. Employees are entitled to a yearly total of 5 working days within three (3) weeks of the birth/adoption.
 - b. Employees first use available Personal Business Leave.
 - c. Once Personal Business Leave is exhausted, employees may then use illness/bereavement leave to the 5 working days maximum.

5. 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.
 6. 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.
 - D. The annual amount of Illness/Bereavement Leave shall be credited to an employee on his/her first contract day after the district's new fiscal year. All prior unused leave carries over for 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 health care provider indicating the nature of the illness associated with the absence. Further, the District may require a health care provider statement indicating the readiness of the employee to resume duties. Such statements from health care provider shall be provided at the employee's expense. The district may, at district expense, require a district-selected health care provider to provide an authorization to return to work.
 - F. Resignation or termination of employment shall automatically void all accumulated days of leave except those specified in the Retirement Insurance Benefit Plan.
 - G. 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.
 - H. 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.
 - I. 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).

II. 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 daily 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. 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.

3. Personal Business Leave may be used in full day or half day units.
4. 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).
5. 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 as outlined in Option A or b) paid as outlined in Option B.
 - **Option A:** Option A, which is the default option if Option B is not chosen, provides that 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.
 - **Option B:** If option B is chosen by the employee, each unused Personal Business Leave day will be doubled for purposes of calculating a cash payment by the District to the employee. 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 (Policy BGOA).
6. 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. Non-Blackout Days:

- Discretionary Personal Business Leave requests for non-Blackout Days are received and processed by the principal or building administrator. These requests will be approved as long as they are received at least two business days in advance and building caps have not been met. (see Building Caps below)
- Use of Discretionary Personal Business Leave 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.

2. For Blackout Days:

- **First Ten (10) Days and Last Fifteen (15) Days of Student School Term:** Discretionary Personal Business Leave may not be used during the first ten (10) days of the students' school term or during the last fifteen (15) days of the students' school term.
- **Before/After an Established Holiday:** Discretionary Personal Business Leave 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, only contract or work days are impacted.
- Employees may request an exception from the above two blackout day situations by providing a reason in writing to the Human Resources administrator responsible for Personal Business Leave. If the exception is granted, the employee agrees to either a deduction of salary equal to the daily substitute rate in addition to the use of a Personal Business Leave day or deduction of Personal Business Leave at a 2-for-1 deduction per day of absence.

- C. Discretionary Personal Business Leave may not be used during Parent-Teacher Conferences or on scheduled Professional Development Days. Discretionary Personal Business Leave absences on Parent-Teacher Conference and Professional Development Days will result in a dock of daily contractual pay and/or other disciplinary action.
- D. Nondiscretionary Personal Business Leave:
 - 1. 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 from their accrued leave 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 requests for Blackout days or if building/district caps are exceeded must be requested in writing on the approved form (Appendix B, Negotiated Agreement) to the Human Resources administrator in charge of daily leaves or designee. This form provides specific examples of Nondiscretionary Personal Business Leave.

III. Family Medical Leave Act (FMLA)

- A. FMLA is available to employees who work for the school district for at least twelve months and worked 1250 hours.
- B. All leave policies will be consistent with the requirements of the Family and Medical Leave Act (federal FMLA language 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.
- C. For the purpose of calculating leave available under FMLA, a year will be 365 days prior to the date of calculation. (Rolling calendar)
- D. Extending Leave: In the event an employee needs to extend a leave beyond the 12 weeks of FMLA guaranteed leave, a written request must be submitted to Human Resources. This extension is no longer FMLA leave. Refer to Section V of this policy, Non-FMLA Medical Leave.

IV. Childbirth and Adoption Leave

Whether covered by FMLA (Family Medical Leave Act) or not an employee may use up to 60 days of leave per year for childbirth or adoption.

- A. **Paid Leave:** An Employee using childbirth or adoption leave may use his/her own accumulated illness/bereavement and/or personal business leave as designated below:
 - 1. An employee may use no more than 60 days of his/her accumulated leave balance for this childbirth or adoption .
 - 2. If both parents are employed by the district, a combined total (for both employees) of 80 days of accumulated leave may be taken for pay. One parent may use no more than 60 days of his/her own accumulated leave for pay and the other parent may use his/her accumulated leave up to a combined total (for both employees) of 80 days for pay for this childbirth or adoption. This leave may be concurrent, sequential, or overlapping. Days taken beyond the combined 80 days will not be paid. During this leave, employer-paid benefits are continued for both employees for up to 60 days.
- B. **Continuity:** Leave for reasons of 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.

V. Non-FMLA Medical Leave

A. Who is eligible:

1. Employees who have not worked for the school district for at least twelve months or have not worked at least 1,250 hours in the twelve months preceding a leave, are not eligible for FMLA (Family Medical Leave Act) leave but are eligible to apply for Non-FMLA Medical Leave.
2. Employees who qualify for FMLA but have exhausted FMLA leave.
3. Employees may be required to provide doctor's information regarding their medical situation.

B. Process:

1. An employee not eligible for FMLA leave or an employee who has exhausted their FMLA leave will apply any accumulated leaves to include illness/bereavement leave, personal business leave, and vacation leave.
2. If these leaves have been used, the employee may apply to the Leave Bank (Policy GBZCDD) if the employee is a member or meets criteria for first-year employee.
3. At the time a professional employee has exhausted all accumulated leave, the employee must submit a written request to Human Resources for additional leave. Human Resources will review the request for potential approval. The options listed below may be considered as they apply to the employee:
 - Return to work
 - Leave without pay
 - Board-approved prolonged absence (with or without guarantee of employment upon request to return)
 - Resignation
 - Disability accommodation under the Americans with Disability Act
 - KPERS disability, if applicable

VI. Prolonged Absences Requiring Board of Education Action: Prolonged absences of a semester or more in length shall be requested in writing to the Human Resources Division at the earliest notice possible and are sent to the Board of Education for final approval. Prolong absences will result in the Board of Education granting a Leave of Absence With Guarantee of Employment or a Leave of Absence Without Guarantee of Employment.

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 self or immediate family.
 5. Long term care of a parent.
 6. Other meritorious experiences which would directly enhance the employee professionally. 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. The employee may request one extension to a leave of absence with guarantee of employment.
- C. 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.
- D. 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. In case of leave with guarantee of employment for health reasons, the district may require a statement from a health care provider.

- E. 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.
- F. Employees approved for a leave of absence with guarantee of employment may not use accrued leave benefits for the period of absence.
- G. 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.
- H. 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. 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, the district may require a statement from a health care provider.
- 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 do one of the following by February 1:
 - I. Make written application for reinstatement: This written request is sent to Human Resources.
 - The district may require a statement from a health care provider authorizing return to work.
 - The district may, at district expense, require a district-selected health care provider to provide an authorization to return to work.
 - Individuals requesting to return to the district after being on a leave of absence without guarantee of employment will be given consideration for posted vacancies which align with the individual's license/certification.
 - 2. Or request a leave extension by February 1 of the school year in which the employee is on leave.
 - As indicated in Letter D above, the employee may request only one (1) extension to a leave of absence without guarantee of employment.
 - Failure to notify Human Resources by February 1 will result in educator's/teacher's name taken to the Board of Education for non-renewal action.

VII. 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:

- The activity is congruent with District philosophy.
- 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.
- Attendance at the Activity enhances the educational program provided to Olathe District students.
- 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.
- Individuals who are officers of organizations receive consideration, but approval is not automatic.
- 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.

VIII. Donor Leave for Organ, Tissue, Bone Marrow, and Blood Donation

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 or reporting as donor leave.

IX. 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.

X. 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.

XI. Military Leave

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.

XII. Political Activity Leave

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:

- Conducting a Campaign: 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.
- Political Office Duties - Less Than Full Time Office: 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.
- Political Office Duties – Full Time Office: 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 in section VI of this policy. Full time is defined as an office that identifies full days and the entire school year as a requirement for holding the office.

XIII. Sabbatical Leave

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. Sabbatical leave is available to educators for formal, full-time study (minimum of nine (9) credit hours or equivalent) at a college or university. An employee may only apply for one semester of sabbatical leave per year and only one time during their tenure with the district. Compensation shall be at the rate of fifty percent (50%) of the educator's contract salary for the semester of the sabbatical leave.

Selection Criteria: The following criteria will be used for selecting an applicant for a sabbatical.

- An applicant must have performed seven (7) years of current continuous service in the Olathe Public Schools to be eligible for sabbatical leave.
- An applicant's previous appraisal must indicate an Overall Summary Rating of effective or accomplished.
- The sabbatical request must align with either the strategic directions/goals of the district/building and/or an employee's approved Individual Professional Growth Action Plan.
- The applicants intended area of study must align with his/her current or future position with the district.

If multiple applicants submit a request, the applicant's involvement in and contribution to district/building programs and initiatives will be considered.

Sabbatical Leave Payback: Each applicant must agree to sign a statement of intent to return to service in the Olathe Public Schools immediately upon completion of sabbatical leave and for a minimum of one (1) additional contract year. 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 for a minimum of one (1) additional contract year.

Application Process: 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 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.

XIV. 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, vacation leave, or will be leave without pay.

Final decision on cases not directly covered by this policy shall be left to the discretion of the superintendent or designee.

Book	POLICIES
Section	G - Certified Staff Policies
Title	Leave Bank for Health-Related Circumstances
Number	GBZCDD
Status	Active

BOARD POLICY:

A. Purpose and operational guidelines:

1. The purpose of the Leave Bank is to provide additional leave during the contract year to the employee who experiences extraordinary and non-extraordinary circumstances as outlined further in this policy.
2. The Leave Bank is only available to staff who have donated day(s) and are members of the Leave Bank.
3. The operational guideline of the Leave Bank will be to maintain a balance of leave days equal to a minimum of one-third of the total number of staff employed by the district and a maximum equal to the total number of staff employed by the district.
4. The Leave Bank shall be administered by the Leave Bank Committee.

B. Committee Membership:

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) 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. The Leave Bank Committee shall be reviewed annually by the Professional Council.
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.

C. Employees Joining the Leave Bank:

1. Only those employees donating days are eligible to draw from the bank.
2. After one (1) year of 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. Employees are eligible to donate a day within the first thirty (30) days following his/her one year employment anniversary. Enrollment information will be sent each year to employees who are not members of the Leave Bank and have more than one (1) year of employment in the District.
3. To ensure the ongoing operation of the Leave Bank members may be periodically required to donate an additional day. The call for additional days will occur first to staff members who have not previously participated. If this step does not satisfactorily replenish the Leave Bank continuing members will be required to donate one or more days so as to maintain the level of Leave Bank days required in section A-3.

4. No additional days will be requested as long as the balance remains between the minimum and maximum defined in section A-3.
5. The open enrollment period shall be established annually in the fall to be effective January 1st of the following year.
6. All days contributed to the Leave Bank shall remain in the Leave Bank and will not be restored to the employee.
7. Individuals agreeing to donate to the Leave Bank may cancel their participation at any time by giving written notice to the Leave Bank Committee.

D. Requesting Leave Days from the Bank: General Information

1. 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.
2. The application form must be completed and sent to the Leave Bank Committee. Leave Bank application forms are available in the Virtual File (Human Resources) or from the Human Resources Division at the Education Center. The Leave Bank Committee will require documentation deemed necessary to substantiate a request to receive days from the Bank.
3. All applications for use of days shall be reviewed and approved by the Leave Bank Committee.
4. The Leave Bank Committee will determine if the medical or health-related event is an extraordinary or non-extraordinary event/condition.
5. 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. The decision of the Leave Bank Committee shall be final and binding on the employee.
6. The Leave Bank is not designed to provide leave to employees receiving workers compensation benefits or KPERS disability.
7. 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.
8. All applications are reviewed with individual and unique circumstances/complications considered.

E. Extraordinary Medical or Health Related Circumstances:

1. Reasons for Applying to the Leave Bank: Extraordinary Medical Leave and Health-Related Circumstances include the following situations:
 - a. Personal illness, for more than 20 consecutive days or as determined by the Leave Bank Committee, that meets the following criteria:
 - Extraordinary circumstances shall be defined as a critical extended illness or severe life-endangering circumstance, which requires hospitalization and/or convalescence or recuperation in an extended care facility or at home. Examples of eligible medical circumstances would include, but are not limited to, cancer treatment, critical chronic illness, major non-elective surgery, cardiac illness, limb amputation, organ transplants, etc.
 - 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.

- b. Immediate family or household critical health care needs:
 - No minimum number of consecutive days of absence is necessary.
 - 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.
2. Individual Eligible for Applying to the Leave Bank: Prior to applying for additional days from the Leave Bank, individuals will have used or project to use all of their Illness/Bereavement Leave. This application must be for days during the employee's contract year.
3. Amount of Time Granted: 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.
4. Repaying of Leave: Repayment: 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.

F. Non-Extraordinary Medical and Health-Related Circumstances:

1. Reasons for Applying to the Leave Bank:
 - a. Personal Health-Related Non-extraordinary Circumstances is defined as a medical event/condition which may require hospitalization, or convalescence at home, and is usually not life threatening. Examples could include, but are not limited to, an appendectomy, gall bladder and other illnesses.
 - b. Care of Another is defined as the employee needing to be absent to provide care for an immediate family or household member.
2. Individuals Eligible for the Leave Bank: Prior to applying to the Leave Bank individuals must have used all of his/her Illness/Bereavement Leave and Personal Business Leave.
3. Amount of Time Granted: The Leave Bank Committee may grant a maximum of 10 days of leave during the contract year to the employee. No minimum number of consecutive days of absence is necessary.
4. Repaying of Leave: 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. An employee who received the ten (10) days from the Bank must repay them in full before any additional days can be requested for non-extraordinary circumstances.

Book	POLICIES
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.

Book POLICIES
Section G - Certified Staff Policies
Title Olathe National Education Association (Olathe NEA) Activities
Number GBZD
Status Active
Legal

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 classroom responsibilities and continue to be a district employee on special assignment during his/her time as the president of Olathe NEA under the following guidelines:
1. The district will pay the contracted salary of the association president based on the salary schedule placement and contract length of the employee prior to his/her becoming the association president including any applicable responsibility factor. The association president will continue to be eligible for all district paid benefits available to other bargaining unit members.
 2. Olathe NEA will reimburse the district for the association president's portion of the contracted salary including any responsibility factor, but excluding any extra-curricular/academic support supplemental contract held by the employee and excluding district paid benefits, according to the following schedule with payment due by June 1:
 - 25% of the above total during 2015-16
 - 50% of the above total during 2016-17
 - 75% of the above total during 2017-18
 - 100% of the above total during 2018-19 and henceforth.
 3. Each April the Association shall inform the District of the name of the President for the following year.
 4. The Association and the District shall, following notification, re-establish the formula for compensation for the following year.
 5. The President shall accrue all benefits provided to licensed/certified staff including - advancement on the salary schedule.
 6. The President shall be guaranteed a full-time bargaining unit staff position equivalent to his/her prior assignment upon completion of the term of office. To determine equivalency, the following criteria shall be used:
 - a. The former president shall inform the district in writing of his/her placement preferences regarding the following:
 - Length of contract
 - Level of assignment
 - Subject matter of assignment
 - Specific school or building of assignment.
 - b. The district shall provide the outgoing president with a list of available positions.
 - c. The outgoing president shall inform the district of his/her preferred position(s).
 - d. The district shall place the outgoing president in a position for which he/she is certified and qualified.
 - e. If the outgoing president returns to a reduced FTE position, the president will be placed into a position for which he/she is qualified and certified.
 7. Reduction of President Position: At the option of Olathe NEA the association president release-time position may be reduced. In the year this decision is made, Olathe NEA shall notify the district by October 15. For that school year, the district shall pay the salary of the individual. Olathe NEA's reimbursement responsibility will be one-half of the scheduled Olathe NEA payment. After that year, the president will be returned to an equivalent position as outlined in number 6 above.
- 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

Book POLICIES
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 types 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 A, 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, 72-5412, 72-5437). 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.
 2. 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.

Book POLICIES
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.

Book	POLICIES
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 insurance, Dental insurance, Cancer insurance, Disability Income insurance, Vision Insurance, Dependent Care Flexible Spending Account, Accident Only Insurance Plan and Medical Reimbursement Flexible Spending Account.

The Board of Education provides a defined contribution to eligible employees toward an individual membership in the District designated health insurance plans. 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 plan enrollment.

Book	POLICIES
Section	G - Certified Staff Policies
Title	Professional Development
Number	GBZEA
Status	Active
Legal	

BOARD POLICY:

Professional Development

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.

Professional Development Days

The Olathe Public Schools, USD #233, and the Olathe NEA recognize the importance of Professional Development as a component in strengthening educator quality. The 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, the District recognizes staff must engage in quality professional learning 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 (PLCs); 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. Quality professional development is essential to achieve the vision of “Students prepared for *their* future.”

Professional Development opportunities will be provided for Professional Development days. Participating staff will receive Professional Development Points for the purpose of relicensure as noted on the Professional Development and Preparation Days Calendar. Staff not participating in professional growth days without approved leave will be charged an absence without pay.

Part-Time Staff

Information related to part-time staff members and their requirements for attendance at Professional Development activities are listed in the Part-Time Staff policy (Policy GBZCC-A). Part-time staff members are encouraged to attend all Professional Development days. Part-time staff members who attend in-district Professional Development beyond their contractually required amount may request that these additional Professional Development points (knowledge level) be designated for the purpose of salary schedule movement. Contact the District Professional Development Office for specific instructions.

Professional Learning Communities (PLCs)

Professional Learning Communities (PLCs) 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 PLCs. Educators are assigned to required PLCs by the principal/supervisor at their home building. PLCs should be agenda-driven.

PLC 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 (PLCs) 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.

Book	POLICIES
Section	G - Certified Staff Policies
Title	Supplemental Pay
Number	GBZE-C
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:

- 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.

Book	POLICIES
Section	G - Certified Staff Policies
Title	Salary Schedule Conditions
Number	GBZEB
Status	Active

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.
2. 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.
3. Recommendations concerning compensation issues such as salary schedule, Extra-Curricular/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 categories listed on the Limited Supply Job Categories (revised annually) and available on the Human Resources website.
 - 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.
 - a. 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.
 - b. 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. This will be treated as a degree movement.
 - c. Anyone earning an Ed Specialist degree after earning a master's degree that was not credited by the district for salary schedule placement will be placed based on the following criteria:
 - Hours must be graduate education hours earned after receiving a valid license or applicable certification.
 - Placement will occur only upon completion of the degree.
 - The minimum placement will be the MS column.
 - The MS column will be counted as 30 graduate hours and graduate hours beyond 30 will count toward additional column moves.
 - Hours that are between those needed for specific columns will be reserved and count toward future column movement based on the five year recency requirement for professional development points and graduate education hours.
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). 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 transcribed for the preceding academic year through the 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 and transcribed for the academic year 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. Graduate hours earned on a non-semester basis will be converted to semester hours according to the awarding institution's conversion scale.
 - 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 an 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 job-related 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 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 **NOT** be applied for movement on the salary schedule.
 - All hours/points in excess of 120 earned in a single year (August 1-July 31).
 - In district professional development occurring during the professional day.
 - 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 Action Plan approved by the SDC).
 - No salary movement points are 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.

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, in addition to college credits and professional development points, under the following guidelines:

- a. CEUs must be aligned to an Individual Action Plan approved by the Staff Development Council (SDC).
- b. Twenty (20) approved CEUs will be calculated to equal 1 graduate credit.
- c. 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. A combined total of CEUs and professional development points will be limited to 120 for the purpose of movement on the salary schedule. There is no limit on the number of CEUs available for relicensure.
- d. CEUs must be submitted within the school year in which they are earned and must be submitted through the integrated tracking system for approval and recorded no later than August 31.
- e. All of the Salary Schedule Conditions apply (Refer to letter C of this policy).
- f. CEUs earned for the categories listed below are recorded for Relicensure purpose only on the Professional Development Transcript.
 - i. All CEUs in excess of 120 earned in a single year (August 1-July 31)
 - ii. Any CEUs earned during the professional day
 - iii. Out-of-district professional development opportunities awarding CEUs that are supported by District funding (such as professional leave, substitute, stipend, registration, travel expense, etc.)

Book	POLICIES
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).

Book POLICIES
Section G - Certified Staff Policies
Title Non-Resident Student Enrollment
Number GBZEC
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.
- I. 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.

Book	POLICIES
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 level, 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.

Book	POLICIES
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	

BOARD POLICY:

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.

CFR: Code of Federal Regulations

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”.

K.S.A.: Kansas Statutes Annotated

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
 - Primary Contract Lengths
 - District-Wide Program Assignments
- **Health Insurance Benefits**
 - Monthly Health Insurance Rates for Qualifying Employees
- **Alternative Compensation**
 - Extra-Curricular/Academic Support Salary Schedule
 - Longevity Component
 - Event Activities Stipend Rates
 - Additional Coaches/Sponsors – Request Process
 - Stipend Payment for Supervising Students On Field Trips
 - BLT Approved Stipends
 - Other Stipend Rates
 - Traveling Educators by Assignment
 - Paid Educator Coverage- Stipend Pay Form for Professional Staff
Substituting for Colleagues
 - Stipend Pay Form

OLATHE PUBLIC SCHOOLS
PROFESSIONAL PAY SALARY SCHEDULE
and PLACEMENT CHART
2016-17

Numbers in Parenthesis Represent Years of PRIOR EXPERIENCE CREDIT per
Salary Schedule Conditions/GBZEB 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			
	BS	BS+12	BS+24
LEVEL	Salary	Salary	Salary
1	(0) \$ 38,834	(0) \$ 39,416	(0) \$ 40,008
2	(1) \$ 39,222	(1) \$ 39,811	(1) \$ 40,408
3	(2) \$ 39,693	(2) \$ 40,288	(2) \$ 40,893
4	(3-4) \$ 40,249	(3-4) \$ 40,852	(3-4) \$ 41,465
5	(5) \$ 40,732	(5) \$ 41,343	(5) \$ 41,963
6	(6-19)* \$ 41,221	(6-8) \$ 41,839	(6-8) \$ 42,466
7		(9-11) \$ 42,341	(9-11) \$ 42,976
8		(12) \$ 42,849	(NA) \$ 43,492
9		(13-14) \$ 43,449	(12-13) \$ 44,101
10		(NA) \$ 43,970	(14) \$ 44,630
11		(15-23)* \$ 44,498	(NA) \$ 45,165
12			(15-17) \$ 45,707
13			(NA) \$ 46,256
14			(18-25)* \$ 46,903

Master Columns							
	MS	MS+12	MS+24	MS+36	MS+48	MS+60	Doctorate
LEVEL	Salary	Salary	Salary	Salary	Salary	Salary	Salary
MAX -18	(0) \$ 44,809	(0) \$ 48,841	(0) \$ 52,065	(0) \$ 54,564	(0) \$ 56,310	(0) \$ 58,788	(0) \$ 59,752
MAX -17	(1) \$ 45,257	(1) \$ 49,330	(1) \$ 52,586	(1) \$ 55,110	(1) \$ 56,873	(1) \$ 59,376	(1) \$60,340
MAX -16	(2) \$ 45,845	(2) \$ 49,971	(2) \$ 53,269	(2) \$ 55,826	(2) \$ 57,613	(2) \$ 60,148	(2) \$ 61,111
MAX -15	(3-4) \$ 46,533	(3-4) \$ 50,721	(3-4) \$ 54,068	(3-4) \$ 56,664	(3-4) \$ 58,477	(3-4) \$ 61,050	(3-4) \$ 62,014
MAX -14	(5) \$ 47,370	(5) \$ 51,634	(5) \$ 55,042	(5) \$ 57,684	(5) \$ 59,529	(5) \$ 62,149	(5) \$ 63,113
MAX -13	(6-8) \$ 47,986	(6-8) \$ 52,305	(6-8) \$ 55,757	(6-8) \$ 58,433	(6-8) \$ 60,303	(6-8) \$ 62,957	(6-8) \$ 63,920
MAX -12	(9-14) \$ 48,610	(9-21) \$ 52,985	(9-21) \$ 56,482	(9-23) \$ 59,193	(9-23) \$ 61,087	(9-25) \$ 63,775	(9-25) \$ 64,739
MAX -11	(15-17) \$ 49,242	(NA) \$ 53,674	(22-23) \$ 57,216	(NA) \$ 59,963	(NA) \$ 61,881	(NA) \$ 64,604	(NA) \$ 65,568
MAX -10	(NA) \$ 50,128	(NA) \$ 54,640	(NA) \$ 58,246	(NA) \$ 61,042	(24-25) \$ 62,995	(NA) \$ 65,767	(NA) \$ 66,731
MAX -9	(18-19) \$ 50,780	(NA) \$ 55,350	(NA) \$ 59,003	(24-25) \$ 61,836	(NA) \$ 63,814	(26-27) \$ 66,622	(26-27) \$ 67,586
MAX -8	(20-21) \$ 51,440	(22-23) \$ 56,070	(NA) \$ 59,770	(NA) \$ 62,639	(NA) \$ 64,644	(NA) \$ 67,488	(NA) \$ 68,452
MAX -7	(NA) \$ 52,109	(NA) \$ 56,799	(24-25) \$ 60,547	(NA) \$ 63,454	(26-27) \$ 65,484	(NA) \$ 68,366	(NA) \$ 69,329
MAX -6	(NA) \$ 52,786	(NA) \$ 57,537	(NA) \$ 61,335	(26-27) \$ 64,279	(NA) \$ 66,335	(28-29) \$ 69,254	(28-29) \$ 70,218
MAX -5	(NA) \$ 53,736	(NA) \$ 58,573	(NA) \$ 62,439	(NA) \$ 65,436	(NA) \$ 67,530	(NA) \$ 70,501	(NA) \$ 71,465
MAX -4	(22-23) \$ 54,435	(24-25) \$ 59,334	(26-27) \$ 63,250	(NA) \$ 66,286	(28-29) \$ 68,407	(30-31) \$ 71,417	(30-31) \$ 72,381
MAX -3	(NA) \$ 55,143	(NA) \$ 60,106	(NA) \$ 64,072	(28-29) \$ 67,148	(NA) \$ 69,297	(NA) \$ 72,346	(NA) \$ 73,310
MAX -2	(NA) \$ 55,860	(NA) \$ 60,887	(NA) \$ 64,905	(NA) \$ 68,021	30-31 \$ 70,198	(32-33) \$ 73,286	(32-33) \$ 74,250
MAX -1	(NA) \$ 56,697	(26-27) \$ 61,800	(28-29) \$ 65,879	(30-31) \$ 69,041	(NA) \$ 71,251	(NA) \$ 74,386	(NA) \$ 75,349
MAX	(24-29)* \$ 57,718	(28-33)* \$ 62,913	(30-37)* \$ 67,065	(32-41)* \$ 70,284	(32-45)* \$ 72,533	(34-49)* \$ 77,668	(34-49)* \$ 78,632

*Staff in a starred cell for the first time during 2015-16 and remaining in that cell for 2016-17 will receive a \$250 stipend above the amount shown in the cell. Staff in a starred cell or off table prior to 2015-16 will receive their previous stipend from 2015-16 plus \$250. All amounts will be prorated by FTE. Stipends paid in two installments.

*Levels reflect placement on the salary schedule and do not necessarily equate to years of experience
*Contracts longer than 187 days are calculated based on this schedule's daily rate.
*Longevity Pay per Neg. Agreement (GBZE).

PRIMARY CONTRACT LENGTHS

<u>Position</u>	<u>Contract days</u>
Educator (licensed/certified, non-administrative)	187
Educator new to the district	190
Off-Campus Learning/Homebound	197
HS Band Director Head	197
<u>Special Education</u>	
Psychologist	197
Autism Specialist 1	187
Autism Specialist 2 (w/extended school year)	207
<u>Counselor</u>	
Secondary	210
HS Lead/Master Schedule Counselor (1 per building)	220
Elementary	197
<u>Library Media Specialist</u>	
Secondary	197
Elementary	192
<u>Teaching and Learning Staff</u>	
Coordinator/Facilitator 1 (Responsibility Factor)	207
Coordinator/Facilitator 2 (Responsibility Factor)	220
Coordinator/Facilitator 3 (Responsibility Factor)	242
Instructional Resource Teacher (Responsibility Factor)	207
Instructional Technology Teacher (No Responsibility Factor)	220

See Policy GBZE

District-Wide Program Assignments

Identified in Policy GBZCA: Assignment and Transfer. Annual Review Required



- 4-Year Old At-Risk
- Alternative Education Programs
- At-Risk Reading Teachers (elementary and secondary reading teachers; At-Risk State Funds)
- Art – Elementary
- Band/Orchestra - Elementary
- Coordinator/Facilitator
- Counselor – Elementary, Middle School
- ELL (English Language Learners)
- Kindergarten
- General Music – Elementary
- Instructional Resource Teacher (IRT)
- Library Media Specialist (LMS) – All Levels
- Physical Education (PE) – Elementary
- Special Services: All Levels
 - Adaptive PE
 - Audiologist
 - Autism
 - Autism Specialist
 - Career Transition Specialist
 - Deaf and Hard of Hearing (D/HH)
 - Dual-Sensory Impaired (Deaf-Blind Program)
 - Early Childhood Disabilities (ECD)
 - Emotionally Disturbed
 - Gifted
 - Intervention Support Teacher (IST)
 - Center Based Resource/Lifeskills
 - Music Therapist
 - Nurse – Special Education
 - Occupational and Physical Therapist (OT/PT)
 - Resource
 - School Psychologist
 - School Social Worker
 - Speech/Language Pathologist (SLP)
 - Visually Impaired
- Title I Reading and Math

Annual Professional Council Review:

January 28, 2016

OLATHE PUBLIC SCHOOLS
Monthly Health Rates for Qualifying Employees
Effective January 1, 2017

		Employee Only Coverage		Employee & Spouse Coverage			Employee & Children Coverage	
		Cost to Employee		Cost to Employee			Cost to Employee	
		With Wellness Participation	Without Wellness Participation	With Employee & Spouse Wellness Participation	With Employee Only Wellness Participation	No Wellness Participation	With Employee Wellness Participation	Without Employee Wellness Participation
BCBSKC- \$1,500 PPO	Blue Select Plus Network	\$ -	\$ 40	\$ 366	\$ 406	\$ 446	\$ 229	\$ 269
	Preferred Care Blue Network	\$ 80	\$ 120	\$ 526	\$ 566	\$ 606	\$ 377	\$ 417
BCBSKC- \$2,600 HDHP	Blue Select Plus Network	\$ -	\$ 40	\$ 320	\$ 360	\$ 400	\$ 188	\$ 228
	Preferred Care Blue Network	\$ 60	\$ 100	\$ 473	\$ 513	\$ 553	\$ 329	\$ 369
BCBSKC- \$1,000 PPO	Blue Select Plus Network	\$ 42	\$ 82	\$ 687	\$ 727	\$ 767	\$ 509	\$ 549
	Preferred Care Blue Network	\$ 110	\$ 150	\$ 878	\$ 918	\$ 958	\$ 684	\$ 724
BCBSKC- HMO	Blue Care Network	\$ 131	\$ 171	\$ 872	\$ 912	\$ 952	\$ 673	\$ 713

		Employee & Family Coverage			2-Employee & Family Coverage		
		Cost to Employee			Cost to Employee		
		With Employee & Spouse Wellness Participation	With Employee Only Wellness Participation	No Wellness Participation	With Employee & Spouse Wellness Participation	With Employee Only Wellness Participation	No Wellness Participation
BCBSKC- \$1,500 PPO	Blue Select Plus Network	\$ 478	\$ 518	\$ 558	\$ -	\$ 40	\$ 80
	Preferred Care Blue Network	\$ 675	\$ 715	\$ 755	\$ 5	\$ 45	\$ 85
BCBSKC- \$2,600 HDHP	Blue Select Plus Network	\$ 415	\$ 455	\$ 495	\$ -	\$ 40	\$ 80
	Preferred Care Blue Network	\$ 603	\$ 643	\$ 683	\$ -	\$ 40	\$ 80
BCBSKC- \$1,000 PPO	Blue Select Plus Network	\$ 902	\$ 942	\$ 982	\$ 233	\$ 273	\$ 313
	Preferred Care Blue Network	\$ 1,141	\$ 1,181	\$ 1,221	\$ 472	\$ 512	\$ 552
BCBSKC- HMO	Blue Care Network	\$ 1,150	\$ 1,190	\$ 1,230	\$ 481	\$ 521	\$ 561

Note: These rates remain unchanged from the 2016 rates as a result of the Board of Education paying the 7.9% increase in premiums.

Extra-Curricular/Academic Support Salary Schedule 2016-2017

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

The base salary for the 2016-17 school year is **\$30,099**

HIGH SCHOOL			
Title/Type:	Proportion of Base:	Amount:	Positions:
Extra-Curricular	0.18	\$5418	Head: Football, Wrestling, Basketball, Track
Extra-Curricular	0.17	\$5117	Head: Baseball, Gymnastics, Soccer, Softball, Swimming, Volleyball
Academic Support	0.16	\$4816	Head: Drill Team, Instrumental Music (Band), Cheerleading
Academic Support	0.14	\$4214	Drama, Vocal Music, Instrumental Music (Orchestra), Debate, Forensics
Academic Support	0.12	\$3612	Musical Theater, Yearbook, Newspaper
Academic Support	0.11	\$3311	21 st C. HS Transfer Facilitator (without supervisory hour)
Extra-Curricular	0.11	\$3311	Head: Cross Country ; Assts.: Football, Wrestling, Basketball, Track
Extra-Curricular	0.102	\$3070	Assts.: Baseball, Gymnastics, Soccer, Softball, Swimming, Volleyball
Extra-Curricular	0.10	\$3010	Head: Bowling, Golf, Tennis
Academic Support	0.10	\$3010	STUCO; 21 st CHS Non-Transfer Facilitator (without supervisory hour); Asst.- Instrumental Music (Band), Cheerleading, Drill Team
Academic Support	0.084	\$2528	Assts.: Debate, Drama, Forensics, Vocal Music, Orchestra
Academic Support	0.08	\$2408	BLT Chair (without supervisory hour); 21 st CHS Transfer Facilitator (with supervisory hour).
Academic Support	0.072	\$2167	Technical Assistant, Assistant Musical Theater
Academic Support	0.07	\$2107	Mentor Program Sponsor
Extra-Curricular	0.066	\$1987	Asst. Cross Country
Academic Support	0.06	\$1806	Science Club/Olympiad, National Honor Society, Dept. Chair (Dept. of 10 FTE or more), 21 st C. HS Non-Transfer Facilitator (with supervisory hour)
Extra-Curricular	0.06	\$1806	Assts.: Bowling, Golf, Tennis
Academic Support	0.05	\$1505	KAY
Extra-Curricular	0.05	\$1505	Sr. & Jr. Class Sponsor
Academic Support	0.04	\$1204	BLT Chair (with supervisory hour); Freshman Drama, Freshman Drama Tech
Academic Support	0.036	\$1084	Asst: Science Olympiad
Academic Support	0.03	\$903	SASH, Future Teachers, TSA, Math Club, Scholars Bowl, Dept. Chair (Dept. of 9 FTE or fewer), Fine Arts Honor Societies (Thespian, Tri-M, National Art), Business Club
Extra-Curricular	0.03	\$903	Soph. & Freshman Class Sponsor
MIDDLE SCHOOL			
Title/Type:	% of Base:	Amount:	Positions:
Extra-Curricular	0.11	\$3311	Head: Football, Basketball, Track, Volleyball
Extra-Curricular	0.09	\$2709	Pep Club
Academic Support	0.09	\$2709	Head: Music (Band, Orch., Vocal), Drama, Cheerleading, Drill Team
Extra-Curricular	0.07	\$2107	Assts.: Football, Basketball, Track, Volleyball
Academic Support	0.06	\$1806	Science Club/Olympiad, Mentor Program Sponsor, Building Teacher Leader
Academic Support	0.05	\$1505	Assts.: Cheerleading, Publications, STUCO, KAY
Academic Support	0.036	\$1084	Asst.: Science Olympiad
Academic Support	0.03	\$903	Math Club
Extra-Curricular	0.02	\$602	Cross Country
ELEMENTARY SCHOOL			
Title/Type:	% of Base:	Amount:	Positions:
Academic Support	0.03	\$903	Science Club, Math Club
DISTRICT (No Longevity Component)			
Title/Type:	% of Base:	Amount:	Positions:
Academic Support	0.04	\$1204	1 st year Collegial Mentor *Suspended
Academic Support			Olathe District Children's Honor Choir <ul style="list-style-type: none"> • 0.04 - \$1204 – Head Director • 0.036 - \$1084 – Asst. Director • 0.03 - \$ 1084 – Choir Manager • 0.02 - \$ 602 – Accompanist; 0.02 - \$596 – Asst. Manager
Academic Support	0.02	\$602	Orientation Partner (Year 1 new to District), Second-Year Collegial Mentor *Suspended
Academic Support	\$700/semester base \$100/sem. each add'l student		eAcademy Instructor work beyond professional day (NOT eLearning)

**EXTRA-CURRICULAR/ACADEMIC SUPPORT SALARY SCHEDULE
LONGEVITY COMPONENT**

Implementation of the longevity component suspended since 2010-11

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

Year 1	Extra-Curricular/Academic Support Salary
Year 2	Extra-Curricular/Academic Support Salary + (7%) x Extra-Curricular/Academic Support Salary
Year 3	Extra-Curricular/Academic Support Salary + (14%) x Extra-Curricular/Academic Support Salary
Year 4	Extra-Curricular/Academic Support Salary + (21%) x Extra-Curricular/Academic Support Salary
Year 5	Extra-Curricular/Academic Support Salary + (28%) x Extra-Curricular/Academic Support Salary

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
Basketball	Single Game	1	Volleyball	Quadrangular Meet	2
Basketball	Double Header	2	Volleyball	Tournament	2/3 matches
Basketball	Triple Header	3	Wrestling	Dual Meet	1
Basketball	Tournament	1/game	Wrestling	Double Dual Meet	2
Cross Country	Meet	1	Wrestling	Tournament	1/session
Football: varsity	Single Game	2	Dances	Each dance	2
Football: sub-varsity	Single Game	1	Mixers	Each mixer	1
Gymnastics	Dual Meet	1	Plays	Each performance	1
Gymnastics	Triangular Meet	1	Concerts	Each performance	1
Gymnastics	Quadrangular Meet	2	Musicals	Each performance	2
Gymnastics	Invitational	3			
Soccer	Single Game	1	Middle School	Format	Number of Events
Soccer	Double Header	2	Basketball	One game	1
Soccer	Tournament	1/game	Basketball	Two Games	2
Softball	Single Game	1	Basketball	Tournament	2
Softball	Double Header	2	Football	One Game	1
Swimming	Dual Meet	1	Football	Two Games	2
Swimming	Triangular Meet	2	Track	Regular Meet	2
Swimming	Quadrangular Meet	2	Track	City Championship	3
Swimming	Invitational Meet	2/session	Volleyball	Dual Meet	1
Track	Dual Meet	1.5	Volleyball	Triangular or Quad	2
Track	Triangular Meet	2	Volleyball	Tournament	2/3matches
Track	Quadrangular Meet	2	Mixers/ Activity Night	Each mixer/ Activity Night	1
Track	Invitational Meet	3	Plays	Each performance	1
Track	Quadrangular Meet	3	Concerts	Each performance	1

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
<ul style="list-style-type: none"> ▪ ACADEMIC SUPPORT STIPENDS <ul style="list-style-type: none"> • 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	\$9,950 per Elementary \$8,100 per Middle School \$9,100 per High School	Includes sponsoring academic support activities not on current Extra-Curricular/Academic Support Salary Schedule

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 Coach--High 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 <ul style="list-style-type: none"> • District reimburses \$500 to those applying to complete the NBPTS process upon submission of the portfolio final component • District provides professional leave to complete NBPTS Certification (Policy GBZCD) • District stipend (paid for each semester when certification is valid for the majority of the semester) 	\$1,000 per semester; \$2,000 annual maximum (requires current NBPTS certification)
Speech Language Pathologist advanced national certification	\$250/year
Administrative Designee (Max. 2 Assignments/day)	\$72/activity
Responsibility Factors <ul style="list-style-type: none"> • 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 	
Lead Elementary Library Media Specialists (LMS) with more than One Library: The Library Media Coordinator will determine the lead librarian. The Lead LMS will be responsible for opening/closing more than one library. Tasks, routinely include: Budget management responsibilities: Such as ordering books, teacher requested material, library supplies, AV, equipment. Facility and Program management responsibilities: Technology management, flexible library scheduling, displays, pulling materials for staff members, maintaining materials, reading support/motivation programs (like Book Fairs) The Lead LMS will report hours worked using a stipend form that is approved by the shared library's principal. Stipend payment occurs twice a year, August and June. Each librarian will be paid at their daily rate. The maximum number of hours to be reported for the school year is 40. Each Lead LMS will be paid hourly at their daily rate.	Per Hour – Based on individual's daily rate of pay; Maximum number of hours=40.
SDC (Staff Development Council) Reps: Each school has 1 rep to the SDC. Buildings have the option to split the amount among more than 1 rep. Job expectations are available in the Virtual File. If additional reps are requested, those additional reps are paid from building funds. SDC rep may request additional stipend payment if documented activities are greater than 25 hours, excluding 5 district required meetings. If BLT Approved Stipend funds are used, there must be agreement by the BLT, Olathe NEA AR, and the administrator.	Each rep paid minimum of \$400; Additional payment available – See description

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.

Olathe Public Schools - Stipend Pay Form

PAID EDUCATOR COVERAGE for PROFESSIONAL STAFF SUBBING FOR COLLEAGUES

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 agreement between colleagues, infrequent and consists of two hours or fewer, that coverage ~~is not paid~~.

Please refer to BOE Policy GBZEF for further detailed information.

Location of Fillable Form:
Employee Online >FORMS >Stipend Form
eo.olatheschools.com

Rate of Pay:

- **Secondary:** \$20/hour or class period or \$10/half-hour for each occurrence
Note: Block schedule classes are considered two class periods.
- **Combination:** When classes are combined, a maximum of \$120/day may be paid to one individual or distributed among multiple individuals.
- **Nurses:** If a visit to the partnered school is necessary due to the absence of the partnered school nurse, and an 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 typically occurs throughout the professional day.

PLEASE COMPLETE THIS FORM DIGITALLY, THEN PRINT, SIGN and SUBMIT.

BUILDING: _____ **BUILDING CODE:** _____

EMPLOYEE NAME: _____ **EMPLOYEE ID #:** _____

Employee Subbed For:	Date Subbed For:	Reason Code (See below.)	Hours in ½ Hour Increments	Total \$ Owed	NEW GL Account Number (006.1000.511201.xxx.026.0000.000) Replace xxx in the account # below with your building 3-digit location.

Hour Code 3142 Staff Substitute Coverage			
REASON CODE	DESCRIPTION	REASON CODE	DESCRIPTION
1	Illness	2	Bereavement
3	Athletic Activity	4	Field Trip
5	Computer Learning Associate (Elementary CLA)	6	International Language Associate (Elementary ILA)
7	Professional Meeting <i>(Explanation Required Below)</i>	8	Other <i>(Explanation Required Below)</i>
<i>Explanation of Professional Meeting #7</i>		<i>Explanation of Reason for Other Coverage #8</i>	

Date: _____	Printed Name of Employee to be Paid: _____ Signature of Employee to be Paid: _____
Date: _____	Printed Name of Approving Principal/Supervisor: _____ Signature of Approving Principal/Supervisor: _____

Please return completed stipend form to the Manager of Substitute Services – Education Center.

Olathe Public Schools - Stipend Pay Form

DO NOT USE THIS FORM for payment related to a **classified staff** District Work Agreement or for work performed by **non-exempt staff**. Send this form to Payroll no later than the **First Day of Each Month**. Stipends will be paid on the 15th of the month for all forms received by the 1st of that same month. *(Refer to Appendix A of the Professional Agreement for Approved Stipends.)*

BUILDING: _____

EMPLOYEE NAME: _____

EMPLOYEE ID: _____

Location of Fillable Form:
Employee Online >FORMS >Stipend Form
eo.olatheschools.com

Two Payment Options: (Select One)

- Lump Sum:** Request date: _____ Please submit this form **3 weeks prior** to the requested date of payment.
- Spread Across Various Pay Periods:** Provide a separate stipend pay form for **EACH** payment. Request date for THIS payment: _____ Please submit this form **3 weeks prior** to the requested date of payment.

Date of Service (List all dates separately)	Hour Code	Description of Activity	# of Hrs or # of Events <small>(.5 hr increments w/ 1 hr or 1 event as a minimum)</small>	\$ Rate	Total \$ Owed	GL Account Number (xxx.xxxx.xxxxxx.xxx.xxx.xxxx.xxx)
→ (Payroll Use Only) →						

Professional Council Established Rates (Appendix A of Agreement)

HOURLY CODE	DESCRIPTION	RATE	HOURLY CODE	DESCRIPTION	RATE
3500	Non-Instructional Task Assistance	\$12/hr	3501	Supervision of Activities <i>other than Supplemental Pay</i> (Activity Nights, Open Gym, Weight Room)	\$12/hr
3502	School Improvement Support Tasks	\$15/hr	3503	Supervision with Some Instruction (Media Night, Friday/Saturday School, After School Programs)	\$15/hr
3504	Instructional Tutor	\$24/hr	3505	Supplemental Pay (Ticket taker, Scorekeeper, VB Line Judge, PA Announcer) – Certified/Licensed	\$24/event
3506	Project Rate	\$120/day	3515	Cafeteria Supervision – Certified Only Elementary	\$10/hr
3507	Cooperating Teacher	<i>(Refer to Appendix A of Agreement)</i>	3516	Cafeteria Supervision – Certified Only Middle School	\$500/yr or prorated
3508	NBPTS Certification	\$1000/Semester	3518	Cafeteria Supervision – Certified Only High School	\$500/yr or prorated
3509	Collegial Mentor	Varies	3511	eLearning / eAcademy Instruction	Varies
3510 – <i>Elem</i> 3512 – <i>MS</i> 3514 – <i>HS</i>	BLT Service	<i>(Refer to Appendix A of Agreement)</i>	3522	Band Camp/Field Show	Varies
3531	Summer School	Varies	3524	Speech Pathologist National Certification	\$250/yr
3541	Driver's Education	Varies	3526	Administrative Designee (Max. 2 Assignments/day)	\$72/event
Stipend Pay Assignment	Summer Weight Training	\$3000/summer	3599	Miscellaneous Stipend	Varies

Note – Use Hour Code 3599 – for all miscellaneous stipends and only when they do not meet above criteria.

Employee Signature: _____	Date: _____
Authorized By: Printed Name: _____ Signature: _____	Date: _____
**Person with Authority for Designated GL Account (Principal, Administrator, etc.)	

Personnel Policies & Professional Employee Negotiated Agreement Licensed/Certified Staff

APPENDIX B: Contract and Calendar Related Information

- **Employment Calendar Information**
 - Personnel Calendar Employment Dates
 - Flex Days – Beginning of the Year
 - Staff on 187 Day Contract
 - Staff on Contract Longer Than 187 Days
 - Part-Time Staff Attendance Planning
 - 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**
 - Professional Development and Preparation Days
 - Variance Request Template

- **Calendar Items Related to Students**
 - Grade & Reporting Dates
 - Parent-Guardian/Teacher Conference Guidelines

- **District Calendars** (Latest calendars on the O-Zone, Calendar Tab)
 - Current Year Calendar
 - Following Year Calendar

2016 - 2017



Olathe Public Schools • USD #233 School Year Personnel Calendar Employment Dates

- July 1 - June 30** Coordinators/Facilitators 3 (242),
Administrators 12-month (242),
Secretaries (238/242/244),
Bookkeeper/Data Operators (238, 242),
Custodians (247)
- July 14 - June 2** Secretaries (210A),
Media Paraeducators (210),
Data Operators (210),
Middle and High School Counselors (210)
- July 14 - June 8** Elementary Principals (214)
- July 14 - June 16** Middle and High School Principals (220),
High School Lead Counselors (220)
- July 1 - June 15 or** Bookkeepers/Data Operators (225A)
- July 14 - June 26** Bookkeepers/Data Operators (225B)
- July 25 - June 8** Coordinators/Facilitators 1 (207),
Instructional Resource Teachers (207)
- July 21 - June 9** Coordinators' Secretaries (210B)
- July 21 - June 23** Coordinators/Facilitators 2 (220),
Instructional Tech Teacher (220)
- July 27 - May 25** International Language Interpreters (188)
- July 27 - May 26** Elementary Counselors (197)
- July 28 - June 13** Autism Specialist 2 (207)
- August 3 - June 5** Secondary Library Media Specialists (197),
Psychologists (197),
Secondary Library Clerk (186)
- August 5 - May 31** Elementary Library Clerk (181),
Elementary Library Media Specialists (192)
- August 5 - May 26** Teachers new to the District (190)
- August 10 - May 26** Returning Teachers (187),
Autism Specialist 1 (187)
- August 12 - May 25** Deaf/Hard of Hearing Interpreters (173)
- August 15 - May 25** Early Elementary Office (171)
- August 16 - May 25** Paraeducators and Alt Ed Aides (170),
COTAs (170)
- August 16 - May 24** EC Paraeducators (167.5)
- August 17 - May 25** Kindergarten Aides (169)
- August 17 - May 25** School Aides (169),
Computer Learning Associates (variable)

May 26 - Teacher Last Day

Teacher Daily Rate: 187 • Custodians: 247

Licensed/certified non-administrative employees:

- Professional Day: Elem. 8-4, MS/HS 7:30-3:30
- Licensed/certified staff working in June/July refer to annual HR memo.

Calendar revised 6/1/16

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

Custodians 20 Teachers 0

JULY 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 ₃₁	25	26	27	28	29	30

23 16

AUGUST 2016						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

21 21

SEPTEMBER 2016						
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18	19	20	21	22	23	24
25	26	27	28	29	30	

21 21

OCTOBER 2016						
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23 ₃₀	24 ₃₁	25	26	27	28	29

19 19

NOVEMBER 2016						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

19 14

DECEMBER 2016						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Custodians 19 Teachers 19

JANUARY 2017						
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29	30	31				

19 19

FEBRUARY 2017						
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22 18

MARCH 2017						
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12	13	14	15	16	17	18
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20 20

APRIL 2017						
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22 20

MAY 2017						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22 0

JUNE 2017						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Notification Statement of Non-discrimination: The Olathe Public Schools prohibit discrimination on the basis of race, color, national origin, sex, age, religion or disability in its programs, activities or employment, and provides equal access to the Boy Scouts and other designated youth groups to its facilities 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, Section 504 of the Rehabilitation Act of 1973 and other relevant state and federal laws. Inquiries regarding compliance with applicable civil rights statutes related to ethnicity, gender, age discrimination or equal access 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. (04/13)

Latest Calendars Available in O-Zone/Calendar Tab

<input type="checkbox"/> Professional Day	<input type="checkbox"/> Conference Day EC, K-12
<input type="checkbox"/> Professional Day - New	<input type="checkbox"/> Half Day-Students
<input type="checkbox"/> Educators Pre-service	<input type="checkbox"/> Holiday
<input type="checkbox"/> Registration Day	<input type="checkbox"/> Schools Closed, Support Buildings Open
	<input type="checkbox"/> Senior Commencement

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 outside of their contract prior to the first day with students. The timeline for the work to occur is from the first day that the schools are officially open and during the hours the school building/work site is open. 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 following guidelines have been 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 8 hours is a paid work day. If the BOY Flex Day 8 hours is not worked, then one day of pay will be deducted.
- Staff on contracts longer than 187 days refer to the *"Guidelines for Staff on Contracts Longer Than 187 Days."* (also included in the Professional Agreement)

Individual Plan for Beginning of Year Flex Day

Complete Only if **Not** Working On Site on Staff First Full Flex Day on Official Calendar

Name	
Date(s) Work Completed Prior to returning educators first full day	
Dates	# Hours

Total Hours =
(8 hours required)

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

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)	<p>1st Day of Contract – Work a total of 8 hrs. outside of the normal contract hours (one flex day) any time two weeks prior to the initial date of the new contract and up to the first student day. 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.</p> <p>Procedure: <i>Use the Beginning of Year Flex Form.</i></p>
IRTs, Coordinators (not 242 days), Facilitators (Not 242 days; those receiving a responsibility factor) (1 Day) (Beginning of Year)	<p>1st Day of Contract (or with first five (5) full student days– Work a total of 8 hrs. outside of the normal contract hours (one flex day) any time four weeks prior to the initial date of the new contract and up to the first student day.</p> <p>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.</p> <p>Procedure: <i>Use the Beginning of Year Flex Form or work with immediate supervisor.</i></p>
242-day Certified/Licensed Staff (2 Days)	<p>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.</p> <p>Procedure: <i>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.</i></p>

PART-TIME STAFF ATTENDANCE PLANNING- Olathe Public Schools

Form Available O-Zone/Depts/HR Website/PoliciesProcedures/PoliciesProcedures/Part-Time Certified Staff and MLP File Library

Educator:	School Year:																																										
Home School:																																											
FTE (Identified by HR/Contract): <i>Please contact HR for any questions regarding FTE.</i>																																											
<p>SECTION 1: Total Contract Hours Find your FTE on the chart. Record the total number of hours from the chart in the “Total Hours for Section 1” space below.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>FTE</th> <th>FULL DAYS</th> <th>HOURS</th> </tr> </thead> <tbody> <tr><td>0.1</td><td>18.7</td><td>149.6</td></tr> <tr><td>0.2</td><td>37.4</td><td>299.2</td></tr> <tr><td>0.3</td><td>56.1</td><td>448.8</td></tr> <tr><td>0.33</td><td>61.71</td><td>493.68</td></tr> <tr><td>0.4</td><td>74.8</td><td>598.4</td></tr> <tr><td>0.5</td><td>93.5</td><td>748</td></tr> <tr><td>0.6</td><td>112.2</td><td>897.6</td></tr> <tr><td>0.66</td><td>123.42</td><td>987.36</td></tr> <tr><td>0.7</td><td>130.9</td><td>1047.2</td></tr> <tr><td>0.75</td><td>140.25</td><td>1122</td></tr> <tr><td>0.8</td><td>149.6</td><td>1196.8</td></tr> <tr><td>0.9</td><td>168.3</td><td>1346.4</td></tr> <tr><td>1</td><td>187</td><td>1496</td></tr> </tbody> </table>	FTE	FULL DAYS	HOURS	0.1	18.7	149.6	0.2	37.4	299.2	0.3	56.1	448.8	0.33	61.71	493.68	0.4	74.8	598.4	0.5	93.5	748	0.6	112.2	897.6	0.66	123.42	987.36	0.7	130.9	1047.2	0.75	140.25	1122	0.8	149.6	1196.8	0.9	168.3	1346.4	1	187	1496
FTE	FULL DAYS	HOURS																																									
0.1	18.7	149.6																																									
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Continue on page 2

SECTION 3: Parent-Teacher Conference Hours

Step 1: Record the times you will be available for Parent-Teacher Conferences for the Fall and Spring. (Example 4:30pm-8:30pm or 11:00am-6:00pm). Individuals serving multiple schools will need to collaborate with the administrators/supervisors to determine the schedule.

Fall	Spring
Hours on Wednesday:	Hours on Wednesday:
Hours on Thursday:	Hours on Thursday:

Step 2: Add the total number of hours you will be available for conferences in the Fall and Spring. Record this number in the "Total Hours for Section 3" space below.

Total Hours for Section 3:

SECTION 4: Professional Development and Preparation Hours

Step 1: Record the Total Hours for Sections 1, 2, and 3 in the chart below to determine the Total Hours for Section 4.

Total Hours for Section 1		
Total Hours for Section 2	subtract -	
Total Hours for Section 3	subtract -	
Total Hours for Section 4	=	

Total Hours for Section 4:

Step 2: 67% of the Total Hours for Section 4 must be designated as District or Building/Individual Level Professional Development while the remaining 33% may be designated as Educator Preparation. Multiply the "Total Hours for Section 4" by 67% and the "Total Hours for Section 4" by 33% and record the totals in the spaces below. The adopted Professional Development (PD) and Preparation Days Calendar provides the dates/times from which you and your supervisor can select the times you will plan to attend. Modifications can be made when necessary with collaboration between the educator and the principal/supervisor.

Total Hours for Section 4 x 67%:		Total Hours for Section 4 x 33%:
District Level Professional Development	Building/Individual Level Professional Development	Educator Preparation

Educator Signature: Date:	Principal/Supervisor Signature: Date:
------------------------------	--

Attending Additional Professional Development: As indicated in policy GBZEA, Professional Development points for salary schedule movement are available for attending sessions that are beyond those required by contract FTE. Educator Preparation time is not considered Professional Development. Educators will need to submit a copy of this form to Jenna Kuder or Cathy Swanson in the Professional Development Office at the IRC between May 1 and August 31 of each year to request that salary movement purpose be added to MLP records for any additional professional development sessions attended.

As a part-time staff member, you should complete this form on a yearly basis, working with your home school principal/administrator or supervisor. If you serve multiple schools, please share this completed form with the non-home school administrator/supervisor.

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, with no accumulation beyond 30 days. Vacation time 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 or retirement 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 **2016-2017** school year.

- ▲ Deadline for notice by the district for non-renewal of contracts: May 19, 2017
- ▲ Deadline for licensed/certified staff resignation from continuing contracts for the subsequent contract year: June 2, 2017

CERTIFIED/LICENSED PERSONAL BUSINESS LEAVE FORM

(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. You may complete the form on your computer, then print, sign, and inform your principal/supervisor. **Please send the completed and signed form including explanation to 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 Personal Business Leave during Blackout Day OR if building/district caps are exceeded:

Choose option a or b

a-Circumstances unforeseen that prevent prior notice. See Page 2 for specific examples of common requests.

Explanation (required): _____

b-Circumstances beyond the employee's control See Page 2 for specific examples of common requests.

Explanation (required): _____

2. Discretionary Personal Business Leave 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: Please choose one of the two options listed below. Refer to next page for specific examples of common requests.

Explanation (optional): _____

I request deduction of a Personal Business Leave day(s) and the daily substitute rate for each day of my absence regardless if a sub is or is not obtained for my position .

OR

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: _____ Date: _____

If a substitute will be required, I request the following substitutes:

1.

2.

For Office Use Only:

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

Form available in the O-Zone/Doc&Files/HR Forms/Leaves and Sub Services/PersBusLeave (Certified)

CERTIFIED/LICENSED PERSONAL BUSINESS LEAVE

EXAMPLES

NON-DISCRETIONARY: Examples of non-discretionary leave will include, but not necessarily be limited to:

Unforeseen circumstances that prevent prior notice:

- absence for an illness when the employee has exhausted all illness/bereavement leave
- car breakdown, or emergency repair
- garage door frozen shut; frozen-broken water pipes
- cancellation of flights or other 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 legal appearance for personal matters such as child custody, or divorce

DISCRETIONARY: Examples of discretionary (voluntary choice of employee to attend, though date and time of event may not have been determined by employee) leave will include, but not necessarily be limited to:

- 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, 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, trip for significant wedding anniversary of employee
- 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)
- 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
- personal attorney meetings and/or legal matters not related to required legal appearances

Form available in the O-Zone/Doc&Files/HR Forms/Leaves and Sub Services/PersBusLeave (Certified)

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, job-protected 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, 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 whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status 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: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

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 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

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; and
- 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. Regulation 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

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised February 2013

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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:

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

Olathe Public Schools
Elementary Scheduling Document Guidelines

Professional Day:

The elementary educator’s professional day is an 8 hour day. Each day is assigned a letter A-E. 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 daily duty free lunch. Additional duties can be assigned if there is time available in the educator’s day.

A-E Rotation Schedule:

Elementary schedules utilize a 5-day rotation schedule (ABCDE days). A year-long district calendar is published for the 5-day rotation to provide consistency from building to building. Inclement weather days do not change the rotation calendar. In order to provide scheduling equity for all programs and classroom teachers, the following applies:

- Classes included on the rotation schedule and master schedule are: PE, Music, Library, Art, and Computer Lab.
- SITs (Student Intervention Teams)/MTSS (Multi-Tiered Systems of Support) meetings are scheduled using the A-E rotation schedule.
- Special education classes may operate on a different schedule and are coordinated between classroom teachers, specialists, and administered by the principal. These classes are not reflected in the master schedule.
- Part-time or itinerant staff schedules may need to be scheduled on a case-by-case basis if not compatible with the A-E rotation schedule.

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. The time between 8:00-8:20 and 3:40-4:00 is not counted as plan time. 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. (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, art, library, and Computer Lab for K only) . 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	Four-Year-Old Early Childhood	½ Day Kindergarten	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. twice/A-E rotation	30 min. twice/A-E rotation
Computer Lab (CLA)	15 min. per A-E rotation	15 min. twice/A-E rotation	30 min. twice/A-E rotation
Art	30 min. per A-E rotation	30 min. per A-E rotation	60 min. per A-E rotation

Classroom guidance instruction is not included in individual plan time and the classroom teacher is not required to stay in the classroom during counselor time.

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.

Last Class Days

- Last Class Day on Last Lettered Day = Art/P.E./General Music, Library, Computer Lab
- Counseling: Not provided on last three full days of student attendance
- Band/Strings: Last day next to the last full day of student attendance

Special Education 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 recommended that special educators work with their principal related to plan time, using the following guidelines:

1. 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 270 minutes per A-E rotation for individual plan time. Plan time activities include lesson planning, grading assessments, collaborative planning, IEP planning, etc.
4. In consultation with the educator's building administrator, determine how the educator will most appropriately schedule plan time and teaching and other activities and responsibilities. Activities and responsibilities include, in addition to instruction, evaluation, IEP meetings, SIT/MTSS, and building supervisory responsibilities.

If numbers 1-3 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 Negotiated Agreement.

Self-contained special educators present a challenge for identifying plan time, but it is the intent that plan time as stipulated in the Negotiated Agreement be provided. If challenges arise, the special educator, building administrator, Special Services Coordinator and Olathe NEA Representative, if requested, should collaborate to seek a solution congruent with the Negotiated Agreement.

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, though attempts are 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. 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 rigid guidelines for supervision ratios difficult. 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.
- 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.



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

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.

Educator Signature: _____ Building Administrator Signature: _____

Employee ID: _____ Date: _____

Date: _____

Submit to Human Resources, Education Center

Professional Learning Communities (PLCs):

A 30-minute slot every week (or equivalent number of 30-minute slots at intervals addressing learning needs) will be used for PLCs for the following purposes:

Establishing specific, results-oriented goals for learning

- 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

PLCs should be focused on student learning. Agendas are collaboratively developed by the PLC with input from the building administrators and BLTs, as appropriate.

Traveling Elementary Staff:

Based on District Staffing Standards, elementary schools have different art, music, and PE allocations, as well as counselor and Library Media Specialist (LMS) allocations. As a result of changes in student enrollment, allocations are reviewed and revised annually. All elementary schools will be notified of their allocation annually. Building administrators will share this information with staff if building allocation is less than full-time (1.0 FTE). Decisions for determining traveling elementary staff are based on what is best for the continuity of services for students, available staff, and funding. Outlined below is the process for determining traveling elementary staff in these areas.

Art, Music, and PE Teachers:

1. Staff in schools with less than .8 staff allocations may be assigned to assist those schools with the largest enrollment as identified by the superintendent or designee.
Options for staff in this situation include:
 - Full-time employees serving a school with less than a 1.0 allocation, may choose to reduce their contract and stay in their current building.
 - If the contract is maintained, the teacher may be required to travel or will be required to assist with other building responsibilities.
2. Employees will have the opportunity to apply and interview for vacancies in buildings with full-time allocations.
3. Proximity of schools will be a factor used to determine which teachers will travel. An estimation of 30 minutes will be the maximum travel time between schools considered during a contracted day. There is no proximity requirement for staff spending the entire day at different schools on alternate days.
4. When possible, the following considerations are factored into decisions:
 - Traveling assignments will be rotated annually.
 - One school will provide assistance for art, music, and PE.

Library Media Specialists:

The process described above will be utilized with the exception of rotating travel assignments on an annual basis.

Olathe Public Schools

Middle School Scheduling Document Guidelines

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.

- | | |
|---|--|
| <ul style="list-style-type: none">▪ 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 | <ul style="list-style-type: none">▪ 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 lunchroom 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 \$1000 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 \$1000 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.



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

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.

Educator Signature: _____ Building Administrator Signature: _____

Employee ID: _____ Date: _____

Date: _____

Submit to Human Resources, Education Center

Scheduling Variance Request

Educator: _____ Position: _____
 School: _____ School Year: _____

Please list this educator's proposed schedule for all 7 hours of the school day.

Periods	Semester 1	Semester 2
1		
2		
3		
4		
5		
6		
7		

VARIANCE REQUEST FOR TEACHING A 6th CLASS:

Please describe the reason for the requested variance to teach a 6th class. Check (✓) one.

Faculty Request (no compensation)

Master Schedule Need

Compensation:

____ \$1000 for one semester

____ \$2000 for 2 semesters

HR Approval: _____ Date: _____

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

Indicate 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 Yes _____ No _____
- Staff member and administrator mutually agree on the variance Yes _____ No _____

SUPERVISORY VARIANCE REQUEST:

Please briefly describe the requested supervisory variance. Check (✓) one.

Supervisory duty is different from approved list. Please describe:

Request for 2 supervisory periods instead of 1. Please describe both supervisory assignments. Remember, 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.

Was the staff person placed in the itinerant pool for at least this portion of the professional day?
 ____ yes ____ no. If not, please explain:

Indicate 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 Yes _____ No _____
- Does not require additional staffing Yes _____ No _____
- Staff member and administrator mutually agree on the variance Yes _____ No _____
- This supervisory CANNOT be assigned to another staff member. Yes _____ No _____

Educator Signature: _____

Bldg. Admin. Signature: _____

Employee ID: _____

Date: _____

Date: _____

Submit to Human Resources

Olathe Public Schools

High School Scheduling Document Guidelines

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.

- | | |
|---|--|
| <ul style="list-style-type: none">▪ 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 | <ul style="list-style-type: none">▪ 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 \$1000 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 \$1000 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.



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

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.

Educator Signature: _____ Building Administrator Signature: _____

Employee ID: _____ Date: _____

Date: _____

Return to Human Resources, Education Center

Scheduling Variance Request

Educator: _____

Position: _____

School: _____

School Year: _____

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

Please list this educator's proposed schedule for all 7 hours of the school day.

Periods	Semester 1	Semester 2
1		
2		
3		
4		
5		
6		
7		

VARIANCE REQUEST FOR TEACHING A 6th CLASS:

Please describe the reason for the requested variance to teach a 6th class. Check (✓) one.

Faculty Request (no compensation)

Master Schedule Need

Compensation:

____ \$1000 for one semester

____ \$2000 for 2 semesters

HR Approval: _____ Date: _____

Indicate 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 Yes _____ No _____
- Staff member and administrator mutually agree on the variance Yes _____ No _____

SUPERVISORY VARIANCE REQUEST:

Please briefly describe the requested supervisory variance. Check (✓) one.

Supervisory duty is different from approved list. Please describe:

Request for 2 supervisory periods instead of 1. Please describe both supervisory assignments. Remember, 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.

Was the staff person placed in the itinerant pool for at least this portion of the professional day?
____ yes ____ no. If not, please explain:

Indicate 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 Yes _____ No _____
- Does not require additional staffing Yes _____ No _____
- Staff member and administrator mutually agree on the variance Yes _____ No _____
- This supervisory CANNOT be assigned to another staff member. Yes _____ No _____

• Educator Signature: _____ Bldg. Admin. Signature: _____

• Employee ID: _____ Date: _____

• Date: _____

Submit to Human Resources at Education Center

**High School College Prep Testing Day:
Identified by College Board as National Testing Date**

On this day, the high schools will administer a variety of tests including: 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 that may vary by building. This date was selected to coincide with the date approved for October PSAT testing.

Structure of the day:

8:00 to 12:00 noon	Testing block
12:00 to 1:00 p.m.	Staff Lunch
1:00 to 3:30 p.m.	Building directed professional development *

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

END OF SEMESTER ASSESSMENT SCHEDULES

Day 1	Day 2	Day 3
Block Day (90 min. periods) (Full Day)	Block Day (90 min. periods) Shortened Student Day for 1-12	Block Day (90 min. periods) 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 passing/break)	Seminar (9:30-9:45 15-minute 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.

High School Semester Assessment: Agreed Upon Contingency—

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

☒ 1st Day Snow Day

Day 1	Day 2	Day 3
SNOW DAY	Regular Thursday Block (90 min. periods) Full Day	Regular Friday Block (90 min. periods) 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

☒ 2nd Day Snow Day

Day 1	Day 2	Day 3
Block Day (90 min. periods) Full Day	SNOW DAY	Regular Friday Block (90 min periods) 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.

☒ 1st Day and 2nd Day Snow Days

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

☒ 3rd Day Snow Day/2 or more Snow Days/All 3 Snow Days

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

Professional Development (PD) and Preparation Days 2016-2017

Date	District PD Aligns with District Goals	Building PD Aligns with Building SIP/Goals/Needs (Includes Implementation using Grade Level/PLCs)	Individual PD	Principal Activities Principal-directed faculty/grade level type mtgs.	Educator Preparation
PRESERVICE					
PD Counted Toward State Audited Student Contact Time			Not Counted Toward Student Contact Time		
8/10/16 WED					Full day (flex). (Variance Not Available)
8/11/16 THUR		½ Day PM (Lunch 90 min.) Elem: 1:00-4:00; 6-12: 12:30-3:30	✓ District-developed required learning provided for New Educators (Yr. 1) on 8/12/16 ↓ ½ day PM ✓ 1:00-4:00 (May involve collaboration) (Variance Not Available)	½ Day AM Elem: 8-11:30; 6-12: 7:30-11:00	
8/12/16 FRI	½ day AM 8:00 – 11:30 Lunch 90 min.			½ Day AM Elem: 8-11:30; 6-12: 7:30-11:00	
8/15/16 MON		½ Day PM (Lunch 90 min.) Elem: 1:00-4; 6-12: 12:30-3:30			
8/16/16 TUE		½ Day AM (Lunch 90 min.) Elem: 8-11:30; 6-12: 7:30-11:00			½ day PM: Elem: 1:00-4; 6-12: 12:30-3:30
8/17/16 WED		½ PM – Following AM With Students & 90 min. lunch Ending Time: Elem: 4:00; 6-12: 3:30			
DURING THE YEAR					
09/30/16 FRI	Full day: Elem & 6-12: 8:00-4; Lunch 90 min. includes collaboration/application			<p align="center">Professional Flex Time <i>Noted in Blue to the Right</i></p> <p>***All bargaining unit members will be allowed to exercise professional judgment in flexing work time during the 5 half-days designated as grade and/or conference prep time.</p> <p>The professional employee may complete the required prep work during a time and at a location of the employee's choosing. Presence at the work site is not required.</p> <p>The professional employee must meet the exporting or grade entry deadline as listed in the Grade & Reporting Dates App.B.</p> <p>Those typically not preparing grades or for parent conferences who wish to utilize the flex-time on these professional days should discuss with their principal/ supervisor what their off-site work will entail.</p> <p>Professional employees are not required to submit documentation of work time or location when exercising this professional privilege.</p> <p><i>Bargaining Unit members on leave who retain responsibility for submission of grades and who turn in grades by the published deadline will not have the flex time count against leave.</i></p>	
10/14/16 FRI		½ day AM (SIP) (Lunch 60 min.) Elem: 8:00-11:30 ;6-12: 7:30-11:00			½ day PM Elem: 12:30-4:00 ; 6-12: 12:00-3:30
01/04/17 WED		½ day PM (SIP) (Lunch 60 min.) Elem: 12:30-4:00 ; 6-12: 12:00-3:30			½ day AM Elem: 8-11:30; 6-12: 7:30-11:00
01/17/17 TUE	Full day: Elem & 6-12: 8:00-4:00; Lunch 90 min.				
2/3/17 FRI		½ day AM (SIP) (Collaboration Time) Elem: 8-11:30 6-12: 7:30-11:00 (Lunch 60 min.)			½ day PM: Elem: 12:30-4; 6-12: 12:00-3:30
3/20/17 MON		½ day PM (SIP) (Lunch 60 min.) Elem: 12:30-4:00; 6-12: 12:00-3:30			½ day AM: Elem: 8-11:30; 6-12: 7:30-11:00
4/14/17 FRI	Full day: Elem & 6-12: 8:00-4:00; Lunch 90 min.				
5/25/17 THUR					½ day PM: Elem: 12:30-4; 6-12: 12:00-3:30
5/26/17 FRI					Full Day Check out

- **Preservice: (1) Individual Focus and Prep Time** must remain on the days indicated (No Variance Available). **(2) Building may 'flip' Building PD and Principal Activities.** Jenna Kuder (IRC) should be notified of change. No variance request required. The total amount of time must remain: Building PD (four, ½ days). Principal Activities (two, ½ days). **(3) Extra-curricular activities DO NOT** occur during the professional day **August 10-17**. These activities may occur prior to the beginning of or after the professional day. **(4) New Educators: Aug 5, 8, 9, 10, 11, 12.** - New Educators have training outlined in the New Educator packet. **(5) Returning Educators Flex Day (Aug 10)** – see guidelines in **Beginning of Year Flex Day** form (Negotiated Agreement).
- **Building Professional Development** is designed to improve the school. Building Prof. Development sessions are described in the Building Prof. Development Plan, due to SDC by designated dates in the transition plan (**pre-service due Aug. 1**). The District may provide some PD content for schools.
- **HS College Prep Testing Day:** Early student dismissal. PM prof. development; 1-3:30 p.m.

- **Variance Request: 1/4/17 and 3/20/17 may be "flipped" PM to AM.** Variance Request process is outlined in the Negotiated Agreement –Variance Procedure. Changes must be communicated to staff (classified as appropriate) immediately following variance approval. See Grade & Reporting Dates document for grades due times if a variance is approved.
- **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 Prof. Development days.
- **Out-of-District professional activities** are not approved during Prof. Dev. or Parent Teacher Conference days except in unique circumstances. Prof. Council reviews/approves requests. Student field trips are not Prof. Activities.
- **Summer Conference 2017: May 31, June 1 and 2** at ONWHS

Approved by Professional Council. 12-10-15. Pending BOE approval and teacher ratification.
Latest calendar available in O-Zone/Calendar Tab.

T/Prof. Council/2015-16/Calendar/2016-17 Calendar/Prof. Development
Updated 3-29-2016

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, IRC.
- 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/Group:

Principal(s):

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.



Grade & Reporting Dates 2016-2017

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

1st Quarter: August 17 - October 13 (40 days)

- August 17, Wednesday **1st Quarter begins**
First ½ day (AM) of school for **Grades K-5, 6 and 9 (NO PM Kdg)**
½ day Professional Development PM
- August 18, Thursday Full day: **K-12 students and 4 Year Old Early Childhood (PM)**
- August 22, Monday **3 Year Old Early Childhood (AM)** students begin
- September 14, Wednesday Mid-Quarter Progress Reports. (20 days into quarter; 20 days remaining)
6-12 grade exporting deadline: Tuesday, 9/13, 8:00 AM
Elementary Mid-Quarter Progress Reports sent home Sept. 14, 15, or 16
- September 30, Friday Full Day District Professional Development
- October 13, Thursday End of 1st Quarter
- October 14, Friday ½ day Professional Development AM, ½ day Report & Grade/Conference Prep PM
No Early Childhood, K-12 classes entire day

2nd Quarter: October 17 - December 20 (42 days)

- October 17, Monday **2nd Quarter begins**
****6-12** Grades exported no later than 8:00 AM
****Elementary** Grades entered by 8:00 AM

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

- October 19, Wednesday **No Early Childhood classes entire day**
Early Childhood and ½ Day PM Kindergarten Parent Teacher Conferences, 8:00 AM-3:30 PM and 4:30-8:30 PM
Grade K-12 Parent Teacher Conferences 4:30-8:30 PM
- October 20, Thursday **No Early Childhood, K-12 classes**
Conferences 11:00 AM-8:00 PM
- October 21, Friday No school for students or staff
- October 24, Monday Students whose parents do not attend conferences receive Report Cards
- November 16, Wednesday Mid-Quarter Progress Reports (20 days into quarter; 22 days remaining)
6-12 grade exporting deadline: Tuesday, 11/15, 8:00 AM
Elementary Mid-Quarter Progress Reports sent home Nov. 16, 17, or 18
- December 20, Tuesday End of 2nd Quarter

**If a variance is approved to "flip" AM & PM activities, grades are due at the end of prep time.

Late grades submitted by staff cause report card printing issues. Staff not submitting grades by due date/time may receive consequences.

3rd Quarter: January 5 - March 10 (41 days)

- January 4, Wednesday ½ day Report & Grade Prep AM; ½ day Building Professional Development PM
No Early Childhood, K-12 classes entire day
** 6-12 Grades exported no later than 11:00 AM
** Elementary Grades exported no later than 11:30 AM
- January 5, Thursday **3rd Quarter begins- ALL STUDENTS return except 3 year Early Childhood students**
- January 6, Friday **K-12** Report Card information provided to parents.
Special Education Monitoring Forms provided to parents as appropriate
- January 9, Monday **3 Year Old Early Childhood students return**
- January 17, Tuesday Full Day District Professional Development
- February 3, Friday ½ day Professional Development AM, ½ day *Conference Prep PM*
No Early Childhood, K-12 classes entire day
- February 7, Tuesday Mid-Quarter Progress Reports (25 days into quarter; 19 days remaining)
6-12 grade exporting deadline: Monday, Feb. 6, 8:00 AM

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

- February 8, Wednesday **No Early Childhood classes entire day**
Early Childhood and ½ Day **PM Kindergarten** Parent Teacher Conferences,
8:00 AM-3:30 PM and 4:30-8:30 PM
Grades K-12 Parent Teacher Conferences 4:30-8:30 PM
- February 9, Thursday **No Early Childhood, K-12 classes**
Conferences 11:00 AM-8:00 PM
- February 10, Friday No school for students or staff
- March 10, Friday End of 3rd Quarter

4th Quarter: March 21 - May 25 (47 days)

- March 20, Monday ½ day Report & Grade Prep AM; ½ day Building Professional Development PM
No Early Childhood, K-12 classes entire day
**6-12: Grades exported no later than 11:00 AM
**Elementary: All grades entered by 11:30 AM
- March 21, Tuesday **4th Quarter begins**
- March 24, Friday **K -12** Report Card information provided to parents
Special Education Monitoring Forms provided to parents as appropriate
- April 19, Wednesday Mid-Quarter Progress Reports (21 days into quarter; 26 days remaining, seniors 21 days remaining)
6-12 grade exporting deadline: Tuesday, Apr. 18, 8:00 AM
Elementary Mid-Quarter Progress Reports sent home Apr. 19, 20, or 21
- May 18, Thursday **Last day for seniors**
- May 22, Monday **Elementary** grades entered by 8 AM
- May 24, Wednesday Last day for PM Kindergarten – PM Kindergarten Report Cards sent home
- May 25, Thursday End of 4th Quarter
½ day student attendance grades K-11, NO PM Kdg; ½ day *Report & Grade Prep PM*
Elementary Report Cards distributed to students to take home
Special Education Monitoring Forms provided to parents as appropriate
- May 26, Friday Checkout Day for staff
6-12 Grades exported by 3:00 PM
- May 31, Wednesday **6-12** Report Cards mailed home
Special Education Monitoring Forms provided to parents as appropriate

**If a variance is approved to “flip” AM & PM activities, grades are due at the end of prep time.

Late grades submitted by staff cause report card printing issues. Staff not submitting grades by due date/time may receive consequences.

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 K-12 students in class regular hours
Early Childhood Students DO NOT Attend School
Early Childhood conferences are held 8:20 am- 3:40 pm
Conferences for K-12 are held from 4:30 – 8:30 pm
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)

IEP Meetings: 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 Required Parent Teacher Conferences:

PT Conferences 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 their primary supervisor to determine if an alternate decision can be reached; however, in most cases the staff member must meet the primary contract responsibilities.



Olathe Public Schools USD #233 School Year Calendar Dates

2016 - 2017

Official "open to public" date for school buildings July 25
 Registration Day July 28
 New Educators Report Aug. 5, 8 & 9
 Full Day Professional Day (Educator Flex Day) Aug. 10
 Professional Day Aug. 11, 12, 15 & 16
 ½ Day of Classes (AM) Grades K (Full, AM) – 5, 6 & 9 Aug. 17
 (No EC, Kdg (PM only), 7, 8, 10, 11, 12)
 ½ Day Professional Day (PM) Aug. 17
 Full Day of Classes All Students (EC-PM, K-12) (EC-AM AUG.22). Aug. 18
 Labor Day (No School) Sept. 5
 Professional Day (No Students) Sept. 30
 Professional Day (No Students) Oct. 14
 High School Only – Assessment Day (AM)/Professional Day (PM) Oct. 19
 Parent/Teacher Conferences: No EC Oct. 19
 Parent/Teacher Conferences: No Classes EC-12 Oct. 20
 No School Oct. 21
 Thanksgiving Break (No School) Nov. 23–25
 Semester Break (No School) Dec. 21–Jan. 3
 Professional Day (No Students) Jan. 4
 Students Return (EC-AM returns Jan. 9) Jan. 5
 Martin Luther King Jr. Holiday (No School) Jan. 16
 Professional Day (No Students) Jan. 17
 Professional Day (No Students) Feb. 3
 Parent/Teacher Conferences: No EC Feb. 8
 Parent/Teacher Conferences: No Classes EC-12 Feb. 9
 No School Feb. 10
 Presidents' Day (No School) Feb. 20
 Spring Break (No School) Mar. 13–17
 Professional Day (No Students) Mar. 20
 Professional Day (No Students) Apr. 14
 Seniors Last Day May 18
 Senior Commencement May 21
 Early Childhood and Kindergarten (PM only) Last Day May 24
 Last ½ Day for Students (AM) Grades K (Full, AM) – 11 May 25
 ½ Day Professional Day (PM) May 25
 Professional Day – last day for staff May 26
 Summer Conference May 31, June 1 & 2

Reporting Periods

1st Quarter Aug. 17 – Oct. 13 40 Days
 2nd Quarter Oct. 17 – Dec. 20 42 Days
 3rd Quarter Jan. 5 – Mar. 10 41 Days
 4th Quarter Mar. 21 – May 25 47 Days

Regular School Hours

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

Hours for Aug. 17

Grade K (Full, AM) –5 . . 8:20 – 11:40
 Grade 6 7:50 – 12:15
 Grade 9 8:00 – 12:15

Hours for May 25

Grade K (Full, AM) –5 . . 8:20 – 11:40
 Grades 6–8 7:50 – 11:15
 Grades 9–11 8:00 – 11:15

Calendar revised 12/21/15

Parent/Teacher Conference Dates Oct. 19–20, Feb. 8–9

Specific information on conference times will be provided by buildings.
 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.

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Notification Statement of Non-discrimination: The Olathe Public Schools prohibit discrimination on the basis of race, color, national origin, sex, age, religion or disability in its programs, activities or employment, and provides equal access to the Boy Scouts and other designated youth groups to its facilities 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, Section 504 of the Rehabilitation Act of 1973 and other relevant state and federal laws. Inquiries regarding compliance with applicable civil rights statutes related to ethnicity, gender, age discrimination or equal access 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. (04/13)

<input type="checkbox"/> Professional Day	<input type="checkbox"/> Conference Day EC, K-12
<input type="checkbox"/> Professional Day - New	<input type="checkbox"/> Half Day-Students
<input type="checkbox"/> Educators Pre-service	<input type="checkbox"/> Holiday
<input type="checkbox"/> Registration Day	<input type="checkbox"/> Schools Closed, Support Buildings Open
	<input type="checkbox"/> Senior Commencement

2017 - 2018



Olathe Public Schools USD #233 School Year Calendar Dates

Official "open to public" date for school buildings	July 24
Registration Day	July 27
New Educators Report	Aug. 4, 7 & 8
Full Day Professional Day (Educator Flex Day)	Aug. 9
Professional Day	Aug. 10, 11, 14 & 15
½ Day of Classes (AM) Grades K (Full, AM) – 5, 6 & 9	Aug. 16 (No EC, Kdg (PM only), 7, 8, 10, 11, 12)
½ Day Professional Day (PM)	Aug. 16
Full Day of Classes All Students (EC, K-12)	Aug. 17
Labor Day (No School)	Sept. 4
Professional Day (No Students)	Sept. 29
Professional Day (No Students)	Oct. 13
High School Only – Assessment Day (AM)/Professional Day (PM)	Oct. 18
Parent/Teacher Conferences: No EC.	Oct. 18
Parent/Teacher Conferences: No Classes EC–12	Oct. 19
No School	Oct. 20
Thanksgiving Break (No School)	Nov. 22–24
Semester Break (No School)	Dec. 20–Jan. 2
Professional Day (No Students)	Jan. 3
Martin Luther King Jr. Holiday (No School)	Jan. 15
Professional Day (No Students)	Jan. 16
Professional Day (No Students)	Feb. 2
Parent/Teacher Conferences: No EC.	Feb. 7
Parent/Teacher Conferences: No Classes EC–12	Feb. 8
No School	Feb. 9
Presidents' Day (No School)	Feb. 19
Spring Break (No School)	Mar. 12–16
Professional Day (No Students)	Mar. 19
Professional Day (No Students)	Apr. 13
Seniors Last Day	May 17
Senior Commencement	May 20
Early Childhood and Kindergarten (PM only) Last Day	May 23
Last ½ Day for Students (AM) Grades K (Full, AM) – 11.	May 24
½ Day Professional Day (PM)	May 24
Professional Day – last day for staff	May 25
Summer Conference	May 30, 31 & June 1

Reporting Periods

1st Quarter	Aug. 16 – Oct. 12	40 Days
2nd Quarter	Oct. 16 – Dec. 19	42 Days
3rd Quarter	Jan. 4 – Mar. 9	41 Days
4th Quarter	Mar. 20 – May 24	47 Days

Regular School Hours

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

Hours for Aug. 16

Grade K (Full, AM) – 5	8:20 – 11:40
Grade 6	7:50 – 12:15
Grade 9	8:00 – 12:15

Hours for May 24

Grade K (Full, AM) – 5	8:20 – 11:40
Grades 6–8	7:50 – 11:15
Grades 9–11	8:00 – 11:15

Calendar revised 12/21/15

Parent/Teacher Conference Dates Oct. 18–19, Feb. 7–8

Specific information on conference times will be provided by buildings.

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.

JULY 2017

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FEBRUARY 2018

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APRIL 2018

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13 ¹	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2018

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20 ¹	21	22	23	24 ¹	25 ¹	26
27	28 ¹	29	30	31		

JUNE 2018

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Professional Day	Conference Day EC, K-12
Professional Day - New Educators Pre-service	Half Day-Students
Holiday	Senior Commencement
Registration Day	Schools Closed, Support Buildings Open

Notification Statement of Non-discrimination: The Olathe Public Schools prohibit discrimination on the basis of race, color, national origin, sex, age, religion or disability in its programs, activities or employment, and provides equal access to the Boy Scouts and other designated youth groups to its facilities 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, Section 504 of the Rehabilitation Act of 1973 and other relevant state and federal laws. Inquiries regarding compliance with applicable civil rights statutes related to ethnicity, gender, age discrimination or equal access 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. (04/13)

**Personnel Policies &
Professional Employee Negotiated Agreement
Licensed/Certified Staff**

APPENDIX C: Appraisal

☐ Appraisal Brochure

- ✓ All documents related to the Olathe Appraisal Process are located in *MyLearningPlan* My File Library.
- ✓ All forms related to the Olathe Appraisal Process are located in *MyLearningPlan* OASYS.

in this brochure >>>

*Expectations for Educators
New Educator Process, Including IRTs
Career Educator Process
Summative Evaluation
Struggling Educators
Due Dates Chart
Appraisal Tracking System
Placement Options: Assignment Change & Returning Educators*



Olathe Public Schools

Appraisal Process

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.

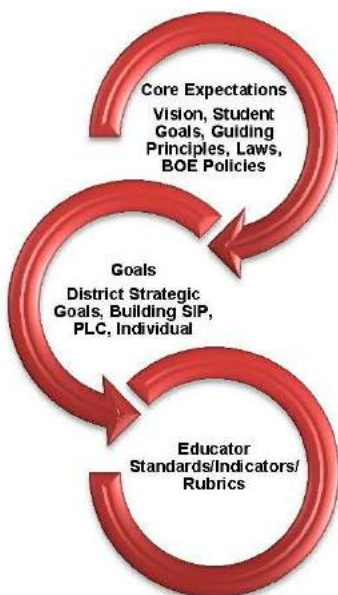
Appraisal is an ongoing, collaborative process, based on open communication and rooted in standards of excellence. It mirrors our core values of data-driven continuous improvement and lifelong learning. The appraisal continuum begins with the new educator and continues throughout the individual’s career.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

Updated June 2015

Expectations for Educators

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

1. **Core Expectations:** 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 Planned Actions .
3. **Educator Standards/Indicators/Rubrics:** All educators are expected to perform at the Effective level or higher on Educator Standards 1-6.



Educator Standards

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

The six 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.*
- ↪ *Educators impact student learning.*

Indicators add definition to the first 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 (Instructional Resource Teacher)
- 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

EDUCATORS 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)
- Self-reflect on their performance on the Educator Standards/Indicators/Rubrics
- Collaborate with the appraiser to collect data for the Summative Evaluation and complete the Student Performance Results Summary
- Discuss strengths and areas for growth with the appraiser
- Interact with colleagues in working toward District, Building, and PLC goals

APPRAISERS 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
- Discuss with the educator current level of performance on the Standards/Indicators/Rubrics
- Collect data and complete the Summative Evaluation, including review of Student Performance Results
- Reflect with the educator on strengths, growth, and ongoing needs

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

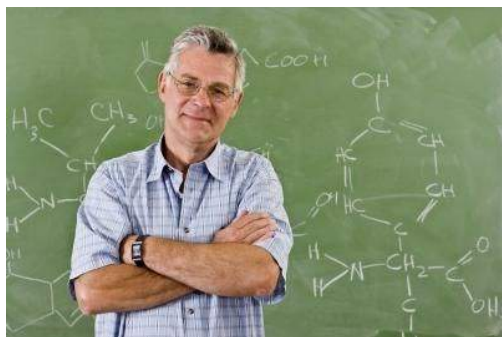
Administrators maintain supervisory responsibility for all staff on a day-to-day basis. Any administrative interactions can result in appraisal consequences.

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 educators new to the profession & new to the district complete the NE1 steps, including:

- √ Educators with KSDE Restricted Teaching License
- √ Educators with KSDE Restricted Vocational Certif.
- √ Educators starting after Nov. 1: These educators remain in NE1 until the end of their first full year (approx. 18 months).

New Educator 1 Extended: Some educators repeat NE1 for a 2nd year:

- √ Educators hired after Preservice (optional)
- √ Educators hired from non-educational backgrounds completing a Restricted program or license
- √ Educators not making acceptable progress
- √ Administrators may also contact HR for appraisal modifications for a NE 1 having had extended leave.

The admin. must indicate to HR NE1 extended status.

Subsequent Years: After successful completion of NE1, educators move through New Educator 2 (NE2), New Educator 3 (NE3), and New Educator 4 (NE4). If at any point a New Educator fails to make acceptable progress or fails to perform at the Effective level on one or more Standards (1-6) the Struggling New Educator process/timeline is followed.

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 6 Educator Standards.
- Join the educator at various times throughout the year in professional growth opportunities.
- 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 REQUIREMENTS	Due Date
NE1; NE1 Extended	
<ul style="list-style-type: none"> • Appraisal Overview – placement and expectations for current year • Scheduled Formal Observation/Conference (pre-conference required; minimum 30 min.)-OASYS Form • Summative Evaluation – Includes IRT feedback report chosen by the educator – OASYS Form • Formal Observation (scheduled or unscheduled) /Conference- OASYS Form • Summative Evaluation (OASYS form) - includes the following Educator-completed components: <ul style="list-style-type: none"> √ Student Performance Results Summary (OASYS form)—Data from current year (as available) √ Educator Standards/Indicators/Rubrics (MLP File Library document) — The appraiser will require the educator to bring and share a self-reflection at the Summative Evaluation Conference. It may be uploaded to the Summative Evaluation form as desired by either the appraiser or the educator. 	Sept. 15 October 15 End 1st Sem. March 30 April 30 April 1 April 30
NE2	
<ul style="list-style-type: none"> • Appraisal Overview – placement and expectations for current year • Collect & analyze student performance data, reflect, implement planned actions to improve learning • Formal Observations (scheduled or unscheduled) /Conferences — OASYS Form • Summative Evaluation (OASYS form) - includes the following Educator-completed components: <ul style="list-style-type: none"> √ Student Performance Results Summary (OASYS form) Data from current year (as available). The educator may choose to include additional past data. √ Educator Standards/Indicators/Rubrics (MLP File Library document) – The appraiser will require the educator to bring and share a self-reflection at the Summative Evaluation Conference. It may be uploaded to the Summative Evaluation form as desired by either the appraiser or the educator. 	Sept. 15 Ongoing Nov. 15 & Mar. 30 April 30 April 1 April 30
NE3	
<ul style="list-style-type: none"> • Appraisal Overview – placement and expectations for current year • Collect & analyze student performance data, reflect, implement planned actions to improve learning • Formal Observation (scheduled or unscheduled) /Conference — OASYS Form 	Sept. 15 Ongoing Feb. 15
NE4	
<ul style="list-style-type: none"> • Appraisal Overview – placement and expectations for current year • Collect & analyze student performance data, reflect, implement planned actions to improve learning • Summative Evaluation (OASYS form) - includes the following Educator-completed components: <ul style="list-style-type: none"> √ Student Performance Results Summary (OASYS form) Data from current year (as available) & previous year. The educator may choose to include additional past data. √ Educator Standards/Indicators/Rubrics (MLP File Library document) – The appraiser will require the educator to bring and share a self-reflection at the Summative Evaluation Conference. It may be uploaded to the Summative Evaluation form as desired by either the appraiser or the educator. 	Sept. 15 Ongoing Feb. 15 Jan. 15 Feb. 15

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 or is not performing at the Effective level on one or more of the Standards (1-6), the appraiser will follow the guidelines for a Struggling Educator to provide assistance and support.

CAREER EDUCATOR APPRAISAL REQUIREMENTS	Due Date
Year 1 and 2	
<ul style="list-style-type: none"> Appraisal Overview – Outline placement and expectations for current year. Collect & analyze student performance data, reflect, implement planned actions to improve learning. 	Sept. 15 Ongoing
Year 3	
<ul style="list-style-type: none"> Appraisal Overview – Outline placement and expectations for current year. Collect & analyze student performance data, reflect, implement planned actions to improve learning. Summative Evaluation (OASYS form) - includes the following Educator-completed components: <ul style="list-style-type: none"> √ Student Performance Results Summary (OASYS form)—Data from current year (as available) & 2 previous years. The educator may choose to include additional past data. √ Educator Standards/Indicators/Rubrics (MLP File Library document) - The appraiser will require the educator to bring and share a self-reflection at the Summative Evaluation conference. It may be uploaded to the Summative Evaluation form as desired by either the appraiser or the educator. 	Sept. 15 Ongoing Feb. 15 Jan. 15 Feb. 15
Transition Year	
<ul style="list-style-type: none"> Appraisal Overview – Outline placement and expectations for current year. Collect & analyze student performance data, reflect, implement planned actions to improve learning. Summative Evaluation (OASYS form) – includes the following Educator-completed components: <ul style="list-style-type: none"> √ Student Performance Results Summary (OASYS form) – Data from current year (as available). The educator may choose to include additional past data. √ Educator Standards/Indicators/Rubrics (MLP File Library document) – The appraiser will require the educator to bring and share a self-reflection at the Summative Evaluation conference. It may be uploaded to the Summative Evaluation form as desired by either the appraiser or the educator. 	Sept. 15 Ongoing April 30 April 1 April 30

Placement options for position changes and returning educators are on page 14.



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 Ineffective on Standards 1-6 as part of the Summative Evaluation process.

Step 1: Summative Evaluation Conference is scheduled.

- √ The educator and appraiser collaborate to arrange a time to meet for the Summative Evaluation Conference.

Step 2: Educator prepares for the Summative Evaluation Conference.

- √ **Standard 6- Student Performance Results Summary (OASYS form) [NOTE – not required for NE 1 at end of 1st semester]:**

- Complete and submit by the due date (Listed in charts on pages 4, 5, 9, and 12)
- Form has three sections:
 1. Student Performance Data: Include the name of each performance measure, the date each measure was administered/collected, and the results.
 - Review the required measures identified in the “Student Performance Measures” document (MLP File Library). Self-selected measures may be included at the discretion of the educator/teacher.
 - Collect/compile data from 3 or more measures, current and past.
 2. Analysis: Include highlights and pertinent information about your student performance results. Identify strengths and areas for growth as an educator.
 3. Planned Actions: Indicate how these student performance results and analysis of your strengths/areas for growth will impact your professional practice for continuous improvement. Ex.: What will you continue, learn more about, add, or modify?
- Information from this form will be automatically imported into the Summative Evaluation OASYS form that will be completed by the appraiser.

- √ **Standards 1-5 - Self-Reflection (MLP File Library):** The educator will complete a self-reflection of the Standards/Indicators/Rubric. A paper copy should be printed and used for highlighting, circling or in some way noting a self-perception of ratings (Accomplished, Effective, Developing or Ineffective) on the applicable indicators.

Step 3: Appraiser prepares for the Summative Evaluation Conference.

- √ Along with the Standard 6 Summary of Student Performance information (required except for the first NE1 Summative Evaluation) completed by the educator, various other data sources for Standards 1-6 are used by the appraiser for the Summative Evaluation. The appraiser maintains a working portfolio with information including data samples which influenced the summative assessment.
 - 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)
 - Parent/Student/Staff feedback or surveys
 - Administrator/appraiser and educator previous conference summaries

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.

Step 4: Summative Evaluation Conference is conducted.

- √ Appraiser and educator review all data collected in Step 2 and 3.

Summative Evaluation cont.

Step 5: Appraiser completes Summative Evaluation form (OASYS).

- √ **Standards 1-5:** Appraiser reviews the educator's self-reflection of Standards 1-5, ranks the performance level (Accomplished, Effective, Developing, Ineffective), highlights the indicators as appropriate, and adds comments as applicable.
 - Written documentation is required for any Standard rated as Developing or Ineffective.
 - The educator's self-reflection may be uploaded to the Summative Evaluation form if desired by either the appraiser or educator.
- √ **Standard 6:** Appraiser ranks the performance level (Accomplished, Effective, Developing, Ineffective) for Standard 6 based on the following criteria:
 - Accomplished (A): Acceptable summary and analysis of 3 student performance measures over time with a specific action plan (separate action not needed for each data measure)
 - Effective (E): Acceptable summary and analysis of 2 student performance measures over time with a specific action plan (separate action not needed for each data measure)
 - Developing (D): Acceptable summary and analysis of 1 student performance measure over time with a specific action plan
 - Ineffective (I): The Student Performance Results Summary is not provided, includes no measures, no analysis, and/or no plan of action
- √ **Overall Summative Evaluation Performance Rating:** Based on the ratings of Standards 1-6, the appraiser indicates the educator's overall performance rating (Accomplished, Effective, Developing, Ineffective), and adds comments as appropriate. The following criterion-based system is used to determine the overall rating.
 - An educator with Standards 1-6 rated A's and E's:
 - If an educator has 3 A's and 3 E's, the appraiser will determine the overall rating of either A or E.
 - If an educator has 4 or more A's, the overall rating is A
 - If an educator has 4 or more E's, the overall rating is E
 - An educator with one or more of the Standards 1-6 rated D or I:
 - If an educator has only 1 D rating, the overall rating is E
 - If an educator has 2 or more D ratings, the overall rating is D
 - If an educator has only 1 I rating, the overall rating is D
 - If an educator has 2 or more I ratings, the overall rating is I

Step 6: Educator acknowledges Summative Evaluation form.

- √ The completed form is submitted to the educator for acknowledgement.
- √ The educator may add comments if desired following the directions on the Summative Evaluation form.

Step 7: Appraiser finalizes Summative Evaluation form.

- √ Appraiser finalizes the Summative Evaluation form after the educator has acknowledged it.

>>> Summative Evaluation Due Dates

The Summative Evaluation is a second semester process except for the NE1 due at the end of first semester.

- ◆ New Educators*: NE1 – end of first semester (Student Performance data not required) and April 30; NE2 – April 30; NE4 – Feb. 15
- ◆ Career Educators: Completed every 3 years by February 15 of Year 3
- ◆ Career Educators—Transition Year: April 30

* Struggling New Educators due dates may be earlier. See chart on page 9.



Implementation of Planned Actions identified on the Student Performance Results Summary fulfills the KSDE requirement of an individual goal for professional development activities resulting in relicensure points for renewing a Kansas Teaching License.

The **Summative Evaluation** serves as the official "appraisal" event.

Individual Professional Development

Points for Action Plans:

An educator wishing to earn professional development points for Action Plan learning and implementation submits the MLP **CERT:**

Action Plan for SDC form to the Staff Development Council (SDC).

Struggling Educators

Struggling Educators are identified as individuals who are not minimally performing at the Effective level or are not making acceptable progress on one or more of the Standards (1-6). 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 Career Educators 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 all of the Educator Standards.

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 self-video 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

<h2 style="color: #0056b3;">Struggling New Educator</h2> <h3 style="color: #e67e22;">Modified Timeline and Requirements</h3> <p>See New Educator Appraisal Requirements Chart (page 4) for additional requirements/dates.</p>	Due Date
<ul style="list-style-type: none"> • Additional support/feedback provided, additional observations/conferences (scheduled and unscheduled), various strategies used to collect information, written records kept <ul style="list-style-type: none"> ○ <i>NE1 : 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.</i> ○ <i>NE2, NE3, NE4: Increased communication between educator and appraiser</i> • Appraiser informs educator of “struggling educator” status, articulates specific Standards/Indicators where the educator’s performance is Developing or Ineffective, shows the educator his/her placement on the Rubrics, states improvement expectations • HR notified as soon as concerns noted • Summative Evaluation – Mid-Year; OASYS form <ul style="list-style-type: none"> ○ <i>NE1 Only: Includes an IRT report chosen by the educator—OASYS Form</i> ○ <i>NE2, NE3, NE4: Completed as appropriate; determined by appraiser and HR</i> • 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. • Formal Observation/Conference (prior to Summative Eval.; scheduled or unscheduled)—OASYS Form <ul style="list-style-type: none"> ○ <i>NE1, NE2: Required</i> ○ <i>NE3, NE4: As appropriate</i> • Summative Evaluation (including Student Performance Results Summary)—OASYS Form <ul style="list-style-type: none"> ○ <i>NE1, NE2, NE3</i> ○ <i>NE4</i> 	<p>Ongoing</p> <p>2nd quarter</p> <p>Ongoing</p> <p>Prior to notifying HR by Dec. 1</p> <p>Dec. 1 or as soon as possible</p> <p>Dec. 1</p> <p>Feb. 15 or earlier</p> <p>NE1–Mar. 1; NE2–Feb. 15 NE3, NE4—as needed</p> <p>Mar. 15 (or earlier) Feb. 15</p>

Placement:

- New Educators cannot be identified as Struggling New Educators or placed in NE1 Extended unless they are rated Developing or Ineffective on the rubric for at least 1 standard
- NE4 may be considered for the District Assistance Program based on need

District Assistance Program for Struggling Career Educators



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 Career Educator. NEA may be considered for this process based on need.

- ▲ **Referral:** The Assistance Referral (MLP File Library 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.
- ▲ **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 Template) and assist the Participant in achieving the Plan goal(s). The IA reports directly to the Panel by completing Assistance Reports (MLP File Library 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; 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. Assistance Panel meeting dates are shared at this time.
- ▲ **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.
- ▲ **Developing and Implementing the Assistance Action Plan:**

 - The Assistance Action Plan (MLP File Library 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, co-teaching, 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 4 weeks the IA prepares the Assistance Report (MLP File Library 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.
- The IA will prepare and submit an Assistance Report (MLP File Library Template). Starting with the third report, the IA 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

- 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).
- Administrator retains day-to-day supervisory responsibility.
- 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 submission 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 Assistance Referral, the Assistance Action Plan, and Assistance Reports are maintained in the Participant's HR personnel file.

^ **Representative Role:**

It is the participant's responsibility to contact a representative if she/he would like representation. If a representative is present during meetings, the representative's role is to listen, take notes, and ask clarifying questions.

^ **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 non-renewal 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) Oct. 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—O
- 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
 - ◆ Student Performance Results Summary March 1—O
 - ◆ Rubric Self-Reflection March 15
- NE Observation/Conference March 30—O
- NE Summative Evaluation April 30—O
 - ◆ Student Performance Results Summary April 1—O
 - ◆ Rubric Self-Reflection April 30

New Educator 2

- Appraisal Overview Prior to Sept. 15
- Observation/Conference Nov. 15—O
- SNE Additional Obs/Conferences Dec. 1 Notify HR
- SNE Observation/Conference Feb. 15
- SNE – New or Ongoing Concerns Feb. 15 Notify HR
- SNE Summative Evaluation March 15
 - ◆ Student Performance Results Summary Feb. 15—O
 - ◆ Rubric Self-Reflection March 15
- NE Observation / Conference March 30—O
- NE Summative Evaluation April 30—O
 - ◆ Student Performance Results Summary April 1—O
 - ◆ Rubric Self-Reflection April 30

New Educator 3

- Appraisal Overview Prior to Sept. 15
- SNE Additional Obs/Conferences Dec. 1 Notify HR
- Observation/Conference Feb. 15—O
- SNE Summative Evaluation March 15—O
 - ◆ Student Performance Results Summary March 1—O
 - ◆ Rubric Self-Reflection March 15

New Educator 4

- Appraisal Overview Prior to Sept. 15
- SNE Additional Obs/Conferences Dec. 1 Notify HR
- Summative Evaluation Feb. 15—O
 - ◆ Student Performance Results Summary Jan. 15—O
 - ◆ Rubric Self-Reflection Feb. 15

Career Educators (CE) - 3 Year Cycle

Career Educator Year 1

- Appraisal Overview Prior to Sept. 15

Career Educator Year 2

- Appraisal Overview Prior to Sept. 15

Career Educator Year 3

- Appraisal Overview Prior to Sept. 15
- Summative Evaluation Feb. 15—O
 - ◆ Student Performance Results Summary Jan. 15—O
 - ◆ Rubric Self Reflection Feb.15

Transition Year (Career Educator Only)

- Appraisal Overview Prior to Sept. 15
- Summative Evaluation April 30—O
 - ◆ Student Performance Results Summary April 1—O
 - ◆ Rubric Self Reflection April 30

Reminder to Educators: Student performance results data must be recorded and analyzed every year leading up to a formal Summative Evaluation.

KEY:

- Squares denote items Appraiser completes
- ◆ Diamonds denote items Educator completes & Appraiser reviews/approves
- O OASYS Form

Appraisal Tracking System

For tracking purposes, the Olathe Public Schools 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 blue arrow in 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 form (MLP **My File Library** 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. The educator can access all current and past evaluation records through the MLP **My Evaluations** link (see red arrow below for location of link).

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:

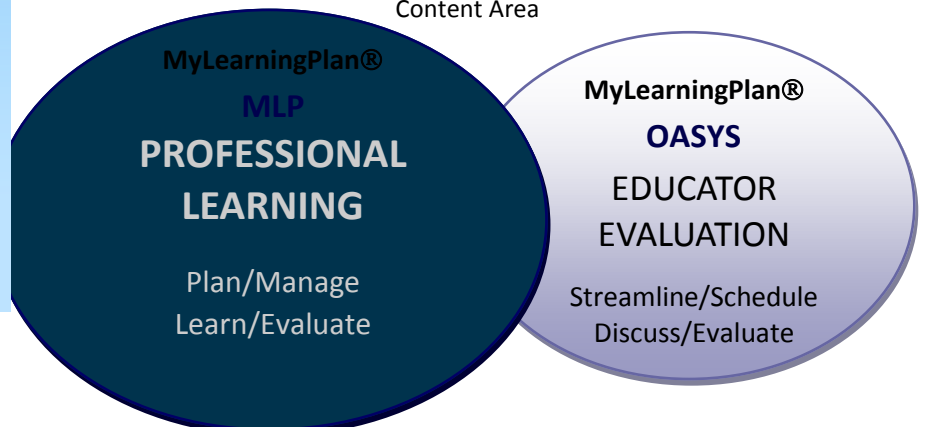
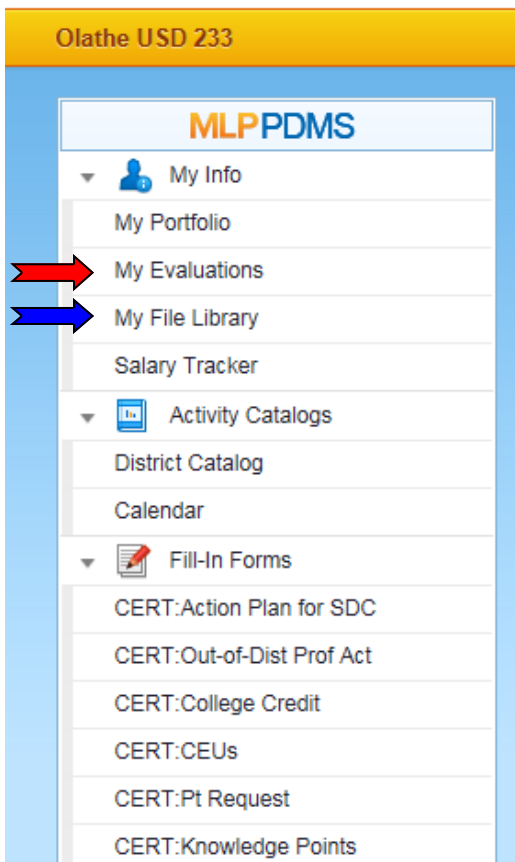
- **Educator:** The **Appraisal Due Dates chart** (page 12) and **Educator Responsibilities in Appraisal** document (MLP My File Library) help the educator.
- **Appraiser:** The **Appraisal Due Dates chart** (page 12) and **Appraisal Tracking Form** (MLP My File Library) help the appraiser.



Appraisal Documents

>>> in MLP My File Library

- ▶ Core Expectations, Standards, Indicators, and Rubrics – General Educator and those unique to specific positions
- ▶ Templates for appraisal forms used in addition to OASYS online forms
 - Educator Comments
 - Assistance Referral
 - Assistance Action Plan
 - Assistance Report
- ▶ Guidelines and Planning Forms
 - Appraisal Tracking Form
 - BOY (Beginning of Year) Overview Guidelines
 - Educator Responsibilities in Appraisal
 - Pre and Post Observation Conference Planning forms
 - Student Performance Measures by Position/Content Area





Placement Options

Assignment Change

If an educator changes levels (i.e., primary, intermediate, 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. 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**— *The Appraiser will place the Career Educator in one of the following options, after consulting with and determining the needs of the educator.*
 1. Maintain the current Career Educator process and identify Planned Actions for focus in new position.
 2. 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 1, educator completes **Student Performance Results Summary** (OASYS form) with data from current year (as available). The educator may choose to include additional past data.
- By April 30, feedback from the appraiser on the **Summative Evaluation** (OASYS form).
- 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 who left district in New Educator process – Return to New Educator 1 process (with IRT support)
- ↪ Educators who left district in Career Educator process
 - Gone for 5 years or fewer – Placed in Transition Year for One Year
 - IRT Support for Returning Hire in Transition Year
 - √ Minimum of 2 observations and 5 consultations
 - √ Additional support as determined necessary by appraiser and/or IRT
 - Gone for More than 5 Years – Placed in New Educator 1; Participate in NE1 – 4
 - These individuals are asked to attend Preservice Training with other NE1 educators

final thought...

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

Ap-

Location for Appraisal Brochure: O-Zone > Depts. & Committees > Professional Groups > Professional Council > Negotiated Agreement-Certified > Appendix C

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Approved by Professional Council Revised May 2012, June 2013, May 2014, June 2015

R/Appraisal/App Study 14-15/Brochure/Changes Accepted

**Personnel Policies &
Professional Employee Negotiated Agreement
Licensed/Certified Staff**

APPENDIX D: Separating and Grievance

- Separating From A Position Worksheet

- Grievance Form

Separating 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:

- describing status of current projects / initiatives / budget / action plans
- describing upcoming events / time lines/ contacts of significance / critical & immediate deadlines
- reviewing expected format of critical information, files, documents, to be left and reviewed with incoming person
- 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
- 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
- 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
- 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:

- locations of critical contact information for the job function
- locations of information on routine reports, procedures, process documents
- 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
- 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:

- 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:

- A draft overview of what materials will be provided to the incoming replacement
- 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

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

- 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 employee sign below stating components 1-3 will be completed prior to ending employment.**

Supervisor signature

date

Employee signature

date

Electronic Version: O-Zone/Documents&Forms/HR Forms

GRIEVANCE FORM

GRIEVANCE DATE:

NAME OF PERSON FILING GRIEVANCE: _____

BOARD POLICY ALLEGED TO HAVE BEEN VIOLATED:

PERSON OR PERSONS ALLEGED TO BE RESPONSIBLE FOR CAUSING SUCH EVENTS OR CONDITIONS:

GENERAL STATE OF GRIEVANCE:

REDRESS SOUGHT BY AGGRIEVED PARTY:

SIGNED: _____

Aggrieved Party

DATE RECEIVED BY PRINCIPAL: _____

Electronic Version: O-Zone/Documents&Files/HRForms

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