# Professional Policies and Professional Employee Negotiated Agreement

Licensed/Certified Staff 2023-2024

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









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#### 2023-24 Important Dates/Deadlines

#### **Evaluation Deadlines:** (see Appraisal Brochure for complete details)

- September 15, 2023 Appraisal Overview for everyone
- October 15, 2023 NE1, NE1 Extended Formal Observation/Conference
- November 15, 2023 NE2 Formal Observation
- January 15, 2024 NE4, Career Educator 3 Student Performance Results Summary
- February 15, 2024
  - o NE3 Formal Evaluation
  - o NE4 Summative Evaluation including Educator Standards/Indicators/Rubric
  - o Career Educator 3 Summative Evaluation including Educator Standards Rubric
- March 30, 2024 NE1, NE1 Extended Formal Observation/Conference
- April 1, 2024 NE1, NE1 Extended, NE2 Student Performance Results Summary
- April 30, 2024 NE1, NE1 Extended, NE2, Career Transition Year Summative Evaluation Including Educator Standards Rubric

#### **Other Employment Deadlines:**

- July 14, 2023 Deadline for Request to have Personal Business Leave Days converted instead of rolling over 2 for 1 to illness/bereavement leave (default)
- August 31, 2023 Deadline to submit Professional Development Hours/Points/CEUs earned from August 1-July 31
- October 15, 2023 Deadline to submit Horizontal (Column) Movement transcripts to HR for 2023-24 school year
- February 1, 2024 Deadline to Notify intent to Retire for VERP
- February 10, 2024 Deadline to submit (MS and PhD) Degree movement for mid-year
- March 15, 2024 Deadline for Job Share requests
- April 1, 2024 Deadline to request Lump Sum Salary Payment for summer
- May 19,2024 Deadline for BOE to give notice to "Non-Renew" or "Terminate" professional employees
- June 2, 2024 Deadline for Professional Employee to resign and be released from 2023-24 school year contract (without BOE release)

# Olathe Public Schools USD #233



## Olathe National Education Association

June 5, 2023 Dear Staff,

We want to thank you for your support and patience as we completed a new agreement to guide our cooperative work in educating students. We are pleased that, with the support of the Board of Education, we were able to reach an agreement that benefits our bargaining unit staff. The Professional Council is committed to working together to provide appropriate compensation and working conditions for our staff members. It takes all of us to achieve our mission of "Students prepared for their future".

The Professional Council develops the policy recommendations found in this agreement. All policies in this book have been ratified by the Olathe Educators' Bargaining Unit and approved by the Olathe Board of Education. 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.org>District>Board of Education> BoardDocs/Policies).

The Negotiated Agreement can be found on the district website (<a href="www.olatheschools.org>OurDistrict>ProfessionalCouncil">www.olatheschools.org>OurDistrict>ProfessionalCouncil</a>) and the Olathe NEA website (<a href="www.olathenea.org/Bargaining">www.olathenea.org/Bargaining</a>).

The Negotiated Agreement provides important information related to professional service and employment conditions. 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,

Brent Yeager

Superintendent of Schools

Sincerely,

Leigh Anne Rogers President, Olathe NEA

Leigh anne Rogers

Book	POLICIES	Number	GBA
Section	G-Certified Staff Policies	Status	Active
Title	Expectations of Licensed/Certified Personnel		

#### **BOARD POLICY:**

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

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

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

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

#### Our Vision...

• Students prepared for their future

#### Our Beliefs...

- All children can learn
- Together we achieve more

#### **Our Core Values...**

- Continuous improvement
- Life-long learning

#### Our Goals for Students...

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

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

#### **<u>Staff/Board Guiding Principles</u>** - Staff/Board will demonstrate in actions and words:

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

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

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

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

- Positive Role Models
- Effective Communicators
- Respect for All

- Advocates for Education
- Actively Involved

Book	POLICIES	Number	GBB
Section	G - Certified Staff Policies	Status	Active
Title	Personnel Records		

#### **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 Title Complaints	Number GBC Status Active
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#### **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 Policies

**Title** Discipline

Number GBI Status Active

**Last Revised:** 8.2.2022; Policy will sunset at the beginning

of the 2024-25 school year and revert to previous policy

from 2021-22 school year

#### **BOARD POLICY:**

Licensed employees of the District may be subject to disciplinary action for violation of Board policy, rules or regulations, and other just cause. The employee may be placed on administrative leave with pay pending an investigation.

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

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

- <u>Disciplinary conference</u>. The employee is made aware of an issue or concern and is provided a written summary of the conference and a reminder of expectations. The summary will not be placed in an employee's personnel records (<u>Policy GBB</u>, Negotiated Agreement) but can be retained in the administrator's working portfolio. The employee has the right to respond to the summary of the conference in writing and that written response will be attached to the summary in the working portfolio.
- <u>Formal reprimand</u>. The employee receives written documentation of a violation and a copy of the reprimand is placed in the employee's personnel records (<u>Policy GBB</u>, Negotiated Agreement). The employee has the right to respond to the reprimand in writing and that written response will be attached to the reprimand in the personnel record.
- <u>Suspension with pay (requires action by Human Resources Department)</u>. The employee is given a suspension with pay (<u>Policy GBK</u>, Negotiated Agreement).
- Move to alternative assignment and/or location (requires action by Human Resources Department). Employee is given a temporary or permanent alternative assignment and/or location.
- <u>Suspension without pay (requires action by Human Resources Department)</u>. The employee is given a suspension without pay (<u>Policy GBK</u>, Negotiated Agreement). Suspension without pay is limited to a maximum of 5 days per disciplinary incident.
- <u>Non-renewal or termination</u> (<u>requires Board action</u>). The employee's contract is non-renewed or terminated as per <u>Policy GBL</u>, Negotiated Agreement.

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.

BookPOLICIESNumberGBKSectionG - Certified Staff PoliciesStatusActive

Title Suspension Last Revised: 8.2.2022; Policy will sunset at the beginning

of the 2024-25 school year and revert to previous policy

from 2021-22 school year

#### **BOARD POLICY:**

The superintendent or designee shall have the authority to suspend licensed employees with or without pay.

The superintendent or designee may suspend licensed employees with or without pay for good cause including, but not limited to, one or more of the following: violations of board policy, rule or regulation, refusal to follow a reasonable directive of an administrator, or the filing of a complaint against the employee with any criminal authority.

The employee is entitled to pay until the employee has been advised of the basis for suspension, has been given an opportunity to respond, and through completion of the grievance process for any grievance submitted by the employee as provided under Board Policy GBZH.

Book	POLICIES	Number	GBL
Section	G – Certified Staff Policies	Status	Active
Title	Fair Dismissal (Due Process) Procedures	Last Revised	9.21.22

#### **BOARD POLICY:**

Professional Non-Administrative Employees ("Employee") who have taught for three years with USD 233 and been offered a fourth contract will be eligible for fair dismissal procedures.

#### Notice of non-renewal / termination.

- (a) Whenever an Employee is given written notice of the Board of Education ("Board") of non-renewal of the contract of the Employee, or termination of the contract of the Employee, the written notice of nonrenewal or termination shall include:
  - 1. A statement of reasons for the nonrenewal or termination, and
  - 2. A statement that the Employee may have the matter heard by a hearing officer upon written request filed with the clerk of the Board within 15 calendar days from the date of such notice of nonrenewal or termination.
- (b) Within five (5) calendar days after the filing of written request of Employee to be heard as provided in subsection (a), the Board shall notify the Employee of the name of the hearing officer appointed by the Board or its designee to hear the matter.
- (c) If Employee elects to have a hearing officer other than the hearing officer appointed by the Board or its designee to hear the matter, Employee will notify the Board within three (3) days of receipt of notification from the Board of the appointed hearing officer of this election. Thereafter, and within five (5) days, Employee and the Board shall exchange lists with names of no more than three (3) proposed hearing officers to hear the matter. The Board and Employee will then, through a process of elimination agreed to by their representatives, select a hearing officer from one of the names if mutually found on the lists exchanged or, if necessary, through additional agreed processes for the selection of a hearing officer. If the parties are unable to agree on the selection of a hearing officer after exhausting the previous steps discussed in this subsection, the parties shall make a joint request to the American Arbitration Association for an arbitrator to serve as the hearing officer. If the parties chose to use this procedure, the parties shall each pay one-half of the cost of the arbitrator's expenses.
- (d) A hearing officer agreed to by the parties must meet the following minimum qualifications:
  - 1. The hearing officer must be an attorney;
  - 2. The hearing officer must have no personal or professional interest related to the matter that would conflict with the hearing officer's objectivity to hear the matter, and;
  - 3. The hearing officer may not be an employee of the Olathe Public Schools or of the Kansas State Department of Education.

#### 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, or the agent of the Board and upon the Employee in person or by first-class mail to the address of the Employee 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 Employee to testify in the Employee's own behalf and give reasons for the Employee'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 Employee to a fair and impartial decision based on substantial evidence.

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## 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 mile actually traveled in going to and returning from attendance at the hearing. The fees and mileage or 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.

#### 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 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 or 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 Employee's contract has been terminated or nonrenewed by reason of the Employee having exercised a constitutional right. All relevant evidence shall be admissible, expect 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.

Unless otherwise agreed to by both the Board and the Employee, 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 Employee and to the Board. 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. 60-21-1, and amendments thereto.

Book	POLICIES	Number	GBO
Section	G - Certified Staff Policies	Status	Active

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

#### **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	Number	GBOA
Section Title	G - Certified Staff Retirement Benefits	Status	Active

#### **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. When wellness incentives are required, retiring employees must have completed all requirements during their last full year of employment prior to retirement to be eligible for any wellness discounts.
- 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 425 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 not 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	Number	GBOB
Section	G - Certified Staff Policies	Status	Active
Title	Voluntary Early Retirement Plan		

#### **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 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 non-employer 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. 72-2291 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.

Book	POLICIES	Number	GBOC
Section	G - Certified Staff Policies	Status	Active
Title	Vacating a Position - Responsibilities		

#### **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).

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#### **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 to address a variety of topics.

- Special topics sessions are established by the administrator for topics that relate to state and district mandated items, including school improvement.
- Special topics session other than these mandated topics are established in collaboration with the building's lead Olathe NEA Association Representative, and as appropriate with input from the Building Leadership Team (BLT). These Special Topics Meetings should be applicable to all staff members who are required to attend.

#### **Guidelines include:**

- For mandatory attendance, at least a two-week notice must be provided.
- Special Topics Meetings 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.
- 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	Number	GBRE
Section	G - Certified Staff Policies	Status	Active
Title	Additional Duty		

#### **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	Number	GBRGA
Section	G - Certified Staff Policies	Status	Active
Title	Consulting/Training Outside the District and Additional Income		

#### **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 Number GBRGB

Section G - Certified Staff Policies Status Active

**Title** Use of District Facilities/Property Beyond Contracted Duties

#### **BOARD POLICY:**

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

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

Opportunities Beyond Private Tutoring/Individual Lessons: Opportunities offered by the educator(s) that require the payment of a fee must be made and will be approved through the facility rental process in conjunction with the Director of Athletics and Activities. This includes submission of a description of the 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 501 (c)(3c) 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.

BookPOLICIESNumberGBRJSectionG - Certified Staff PoliciesStatusActive

**Title** Absence from Duties - Reporting

#### **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.

BookPOLICIESNumberGBZABSectionG - Certified Staff PoliciesStatusActive

**Title** Qualifications of Educators

#### **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
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#### **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>Board Docs>Policies.

#### **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	Number	GBZBA
Section	G - Certified Staff Policies	Status	Active
Title	Managing Student Behavior		

#### **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	Number	GBZCA
Section	G - Certified Staff Policies	Status	Active
Title	Assignment and Transfer – Primary Contract Position	Legal	K.S.A. 72-2252

#### **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. <u>District-wide Program Assignments</u>: 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 Learning Services. (Appendix A)
- IV. <u>Transfer</u>: 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-5, or specialty area (such as

- physical education, counseling, etc.)
- b. Middle school—the assignment area for reduction will be grade 6-8 core content specific area, or elective/specialty area (such as physical education, art, band, counselor, etc.) based on highly qualified status and licensure/endorsement.
- 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. <u>Step Two</u>: Administration will determine if reassignment within the building/site can address the staffing needs.
- 3. <u>Step Three</u>: 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.
- 5. <u>Step Five</u>: 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. <u>Step Six</u>: 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 to HR a satisfactory 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. 72-2252 et seg.).

Book	POLICIES	Number	GBZCB
Section	G - Certified Staff Policies	Status	Active
Title	Appraisal Process	Legal	K.S.A. 72-2407 to 72-2412

#### **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 72-2407 to 72-2412. Educators and administrators jointly developed the process.

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. <u>Career Educator</u> 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. <u>Struggling Educators</u> Educators who are struggling to meet expectations are provided opportunities to strengthen their skills. First, at the building level, educators receive support focused on identified needs under the direction of their appraiser. Educators requiring additional support are involved in the district Assistance Program, which is a peer assistance process. All non-administrative licensed/certified 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	Number	GBZCC
Section	G - Certified Staff Policies	Status	Active
Title	Professional Day	Last updated	April 12, 2023

#### **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. On the rare occasion that is not already addressed in the agreement an educator is requested by an administrator or designee and agrees to reduce the amount of their negotiated plan time based on extraordinary and unscheduled student or building needs, the educator will be compensated using the rate and process specified under policy GBZEF.

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 Number Policy GBZCC-A

Section G – Certified Staff Policies Status Active

**Title** Part-Time Staff

#### **BOARD POLICY:**

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 early childhood teachers who have 21 hours total available) 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	Number	GBZCCA
Section	G - Certified Staff Policies	Status	Active
Title	Flex Days		

#### **BOARD POLICY:**

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

- First Day of Contract Flex Day 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.

#### I. First Day of Contract Flex Day:

A. Staff on 187-Day Contracts

The first day of the contract is designated as Educator Preparation. Educators may work at their individual work site on the designated day or educators may flex the designated day by working a total of 8 hours outside of their contract time from the first day schools are officially open until the first student attendance day. The 8 hours is a paid workday.

B. Staff on Longer Than 187-Day Contracts (but not 242-day contracts)

The first day of the contract flex day for staff on longer than 187-day contracts (but not 242-day contracts) varies depending on position.

- School psychologists, Library Media Specialists, Career Technical Education Teachers, and Counselors may work at their individual work site on the first day of their contract, or may flex this day by working a total of 8 hours outside of their contract time from two weeks prior to the initial contract date until the first student attendance day. The 8 hours is a paid workday.
- Instructional Coaches and Facilitators who receive a responsibility factor may work at their individual work site on the first day of their contract, may flex this day or flex one of the first 5 full student attendance days by working a total of 8 hours outside their contract time from four weeks prior to the initial contract date until the first student attendance day. The 8 hours is a paid workday.

#### II. 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 needs of either a staff member or administrator.

- A. For staff member initiated requests to flex the workdays beyond (before and/or after) the standard 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.
- B. For administrator initiated requests to flex the published contract days beyond (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. 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.

#### III. Flex Options for Staff on 242 Day Contracts:

- A. All of the Flex Options for Staff on Longer than 187-Day Contracts from section II apply.
- B. 242-day certified/licensed staff may earn 2 flex days by working 16 hours outside the normal working day on a project or activity approved by the supervisor ahead of time. Employee and supervisor determine mutually agreed upon days when flex may occur. Days taken will be recorded as "NW- Non-Work" on the official attendance sheet. Flex days must be taken within the year earned.

Book	POLICIES	Number	GBZCCB
Section	G - Certified Staff Policies	Status	Active
Title	Variances to the Agreement		

#### **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 (Online Tracking System form).
- C. **Individual Variances**: Forms for individual variance requests are included in the Scheduling Documents (Appendix B, Negotiated Agreement).
- D. **Pilot Program Variance Requests**: A long-term pilot program is any variance request that will be in effect at least one semester. A short-term variance is defined as longer than two weeks and less than a semester. Any school's Building Leadership Team wishing to alter the Professional Day (Policy GBZCC), Primary Contract Lengths, and/or purpose of any contract day (Appendix B) shall:
  - 1. A presentation of such proposal will be presented to the building's leadership team (BLT) for input and consensus.
  - 2. Present BLT proposal to staff at a staff/faculty meeting no later than 30 days prior to the projected start of which the proposal is intended to be implemented.
  - 3. Following the presentation of the proposal, at least one teacher member and one administrative member of the Building Leadership Team will co-facilitate an anonymous electronic survey of certified staff members (educators and administrators) to determine support for the proposal.
  - 4. The survey must be open for voting for a minimum of one week. At least 75% of those participating in the survey must vote in favor for the proposal to be approved. Surveys must be completed no later than April 15 prior to the school year if the proposal is intended to be implemented at the beginning of a school year.
  - 5. Building approved proposals will be submitted to Professional Council for review and ultimate approval or denial prior to implementation.
  - 6. At conclusion of initial pilot, a survey of staff will be conducted with 75% in agreement as to whether the pilot would continue as outlined in the proposal. Additional input may be requested from parents and students.
  - 7. At the conclusion of the pilot, Professional Council must approve a request for the pilot to become a permanent change.
    - Any variance that results in an increase or decrease in hours or days worked by employees as a result of the pilot will be a consideration by Professional Council and may result in commensurate increases or decreases in salary based upon the employee's hourly or daily rate.
    - Any employee in a building that has an approved long-term variance and does not wish to
      participate will have the opportunity to apply and interview for vacancies in other sites as outlined
      in Policy GBZCA

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

#### **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. Form located on HR website.
  - 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 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 B). 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. <u>Prolonged Absences Requiring Board of Education Action</u>: 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 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.
- D. In case of leave of absence for health reasons, the district may require a statement from a health care provider.
- E. 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.
- F. An employee on leave of absence without guarantee of employment must do one of the following by February 1:
  - 1. 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 C 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.

#### Leave of Absence With Guarantee of Employment

- A. An employee may apply and may be approved for a Board of Education 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. Extraordinarily serious health situation for self or immediate family.
  - 4. Long term care of a parent.
  - 5. Other meritorious experiences which would directly enhance the employee professionally.
- B. Leave of absence with guarantee of employment shall not be approved for employees who have served less than two (2) full years with the District except for health reasons or maternity. Such leaves will be reviewed on an annual basis.
- C. Reinstatement shall be to a comparable position in the District and without loss of accrued benefits. An 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.
- E. In case of leave with guarantee of employment for health reasons, the district may require a statement from a health care provider.
- F. 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.
- G. Employees approved for a leave of absence with guarantee of employment may not use accrued leave benefits for the period of absence.
- H. 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.

- I. 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.
  - 1. The employee may request only one (1) extension to a leave of absence with guarantee of employment.
  - 2. 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. <u>Donor Leave for Organ, Tissue, Bone Marrow, and Blood Donation</u>

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

#### Available paid leave for this purpose includes:

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

#### **Eligibility**

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

#### Requests and Approval

- A. Eligible employees must request leave for this purpose in advance through the Human Resources Division, except when deemed a medical emergency and with supporting documentation to that effect by a licensed medical professional.
- B. Requests shall be in writing on the district form approved for that purpose (form available from HR), 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 shall be granted by the Board of Education for the following situations, using the following procedures:

- A. <u>Conducting a Campaign</u>: A staff member who becomes a candidate for public office may use his/her currently available Personal Business Leave as outlined in policy or may request through Human Resources a leave of absence without pay for the purpose of conducting a campaign.
- B. <u>Political Office Duties Less Than Full Time Office</u>: A staff member holding a political office that is less than full time may use currently available Personal Business Leave as outlined in policy and/or may request a Board approved leave of absence with guarantee of employment for the political duties. A request may be submitted to Human Resources and approved by the Superintendent or designee. 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.
- C. <u>Political Office Duties Full Time Office</u>: A staff member holding a full time political office may use his/her currently available Personal Business Leave as outlined in policy and/or may request through Human Resources a Long Term Leave of Absence with Guarantee of Employment 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. A staff member will not receive service credit and salary schedule increments will not be granted while on leave serving a Full Time Political Office.

#### D. Additional information for Both Less Than Full-Time and Full-Time Office:

- 1. Reinstatement shall be to a comparable position in the District and without loss of accrued benefits. An employee returning from leave shall be subject to the same conditions of assignment as a regular employee currently on duty.
- 2. While on a leave of absence for political office duties, benefit of illness/bereavement leave allowances shall not accrue during leave nor will accumulated leave be lost.
- 3. Leave must be requested in written form and may be granted to begin and end at a time agreed upon by the employee and the superintendent.
- 4. Employees on leave for political office may not use accrued illness/bereavement leave benefits for the period of absence.
- 5. In cases of intermittent leave, federal requirements will be adhered to when addressing health insurance benefits and district contribution.
- 6. Employees on leave for political office 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.
- 7. Employees may request an extension to a leave of absence for Political Office for each term of office they may serve.

#### XII. 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 a n 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.

<u>Sabbatical Leave Payback</u>: 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.

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

Approved Applicants: The educator will retain all rights and credits due a staff member in the Olathe Public Schools, including the Board paid portion due a half time employee for health 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.

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#### XIII. 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.

BookPOLICIESNumberGBZCDDSectionG - Certified Staff PoliciesStatusActiveTitleLeave Bank for Health-Related Circumstances

#### **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 when requested. 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 held annually in the fall to be effective January 1 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 on the Human Resources website. 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/denied 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	Number	GBZCG
Section	G - Certified Staff Policies	Status	Active
Title	Drug Free Schools		

#### **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	Number	GBZD
Section	G - Certified Staff Policies	Status	Active
Title	Olathe National Education Association (Olat	he NEA) Activities	

#### **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. Beginning in 2018-19, 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 with payment due by June 1.
  - 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

BookPOLICIESNumberGBZESectionG - Certified Staff PoliciesStatusActive

**Title** Compensation

#### **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. 72-2215, 72-2216, 72-2251). 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 added to contract. 20 years of service in Olathe, \$300 added to contract.

25 years of service in Olathe, \$500 added to contract.

BookPOLICIESNumberGBZE-ASectionG - Certified Staff PoliciesStatusActive

Title Tax Sheltered Annuity and Deferred Compensation Plan

#### **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	Number	GBZE-B
Section	G – Certified Staff Policies	Status	Active
Title	Section 125 Benefits		

#### **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 G - Certified Staff Policies	Number	GBZEC
Section		Status	Active
Title	Supplemental Pay		

#### **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 further defined in Appendix A.

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

#### **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 have PLC time during team duty period for 6th-8th grade core educators, academic extension time, building professional development time, as appropriate, and 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 Leaders for Learning representative, or the individual to Leaders for Learning 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 Leaders for Learning 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 Human Resources, 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	Number	GBZEB
Section	G - Certified Staff Policies	Status	Active
Title	Salary Schedule Conditions		

#### **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 fifteen 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 to Human Resources 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 <u>not credited</u> 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 transcripted 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, Professional Development Hours/Points and CEUs used to request column movement must have course work completed by July 31st to align with the end of the professional learning year. College credit must be entered into the online tracking system and official transcripts must be received by Human Resources by August 31st of the year in which a column movement request is made.
  - College 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 no later than
    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 10.
- 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 Leaders for Learning
  - 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.
- e. College credits used to request column movement must meet the following dates:
  - College credits used to request column movement must have course work completed and transcripted by July 31st to align with the end of the professional learning year. College credit must be entered into the online tracking system and official transcripts must be received by Human Resources by August 31st of the year in which a column movement request is made.
  - College credits used to request mid-year movement to Masters or Doctorate columns must be entered into the online tracking system and official transcripts indicated the awarding of a degree must be received by Human Resources by February 10th of the year in which a request is made.
- 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 Leaders for Learning (formerly 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.
      - ➤ Beginning with the 2019-2020 school year, new hires with 190-day contract will receive the daily project rate stipend for attendance at three (3) contracted preservice days and will earn professional development points purposed for salary movement.
    - 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 Leaders for Learning).
    - Educators may not attend, or participate in, District or building sponsored professional development sessions while on formal extended leave. However, educators with an Individual Action Plan submitted to the Leaders for Learning prior to leave being granted, may participate in professional learning such as professional reading, webinars, or sessions not sponsored by the District and may submit these activities for Knowledge level points in the District's integrated data tracking system. Educators on formal extended leave may not submit for Application or Impact requests during the time of their leave.
  - 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	Number	GBZE-C
Section	G - Certified Staff Policies	Status	Active
Title	Non-Resident Student Enrollment		

#### **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. 72-6120.

Book	POLICIES	Number	GBZED
Section	G - Certified Staff Policies	Status	Active
Title	District-Initiated Tuition Reimbursement		

#### **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 an 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. To request release from the employment obligation for other unique circumstances contact Human Resources. 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).

BookPOLICIESNumberGBZEFSectionG - Certified Staff PoliciesStatusActive

**Title** Paid Educator Coverage of Absences

#### **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 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. \$30/hour/\$15/half-hour (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 \$60 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.
- B. Combined Classes: A maximum of \$150 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.
- C. Nurses: If a visit to the partnered school is necessary due to the absence of the partnered school nurse, and onsite attention to health issues is necessary, the covering nurse will be paid \$30/hour to compensate for the loss of the visiting nurse's planning time, which typically 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 in Wageback for administrator approval. Payment for such stipend activity will follow normal stipend procedures for payroll.
- 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.

POLICIES G - Certified Staff Policies Grievance Policy	Number GBZH Status Active
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#### **BOARD POLICY:**

#### <u>Purpose</u>

It is the policy of the Board that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, all 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. Any 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 thirty (30) 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 20 calendar days 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 14 calendar days 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 G - Certified Staff Policies	Number	GBZJ
Section		Status	Active
Title	Savings Clause	Status	Active

#### **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.

BookPOLICIESNumberGBZKSectionG - Certified Staff PoliciesStatusActiveTitleGlossaryLast Reviewed5.18.2022

**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 or designee and Olathe NEA president or designee 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 at least once per quarter 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 clearinghouse.
- 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.

**Ratification:** Approval of a tentative agreement reached by Professional Council and voted on by the bargaining unit members. Approval is determined when over 50% of the bargaining unit has voted and the majority have voted in favor of the tentative agreement. The Board of Education must also approve each tentative agreement.

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

#### **APPENDIX A: COMPENSATION AND BENEFITS**

- Professional Pay
  - > Salary Schedule and Placement Chart
- 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
  - > Reimbursement (Non-Tax Item)
  - ➤ Other Stipend Rates, including Paid Educator Coverage
  - > Stipend Pay and Mileage Reimbursement Process
- Additional Documents
  - Primary Contract Lengths
  - District-Wide Program Assignments



#### **2023-24 OLATHE PUBLIC SCHOOLS**

#### Professional Pay Salary Schedule, Placement Chart, Other Benefits Impacting Compensation

2023	-2024 PROF	POSED SALA	ARY SCHED	ULE • OLA	THE PUBLIC	SCHOOLS	UNIFIED S	CHOOLS D	ISTRICT NO.	2033
	BS	BS+12	BS+24	MS	MS+12	MS+24	MS+36	MS+48	MS+60	Doctorate
STEP	Salary	Salary	Salary	Salary	Salary	Salary	Salary	Salary	Salary	Salary
1	\$46,000	\$47,380	\$48,760	\$52,440	\$53,360	\$54,280	\$55,200	\$56,120	\$57,040	\$58,880
2	\$46,713	\$48,114	\$49,516	\$53,253	\$54,187	\$55,121	\$56,056	\$56,990	\$57,924	\$59,793
3	\$47,437	\$44,969	\$50,283	\$54,078	\$55,027	\$55,976	\$56,924	\$57,873	\$58,822	\$60,719
4	\$48,172	\$49,617	\$51,063	\$54,916	\$55,880	\$56,843	\$57,807	\$58,770	\$59,734	\$61,661
5	\$48,919	\$50,387	\$51,854	\$55,768	\$56,746	\$57,724	\$58,703	\$59,681	\$60,660	\$62,616
6	\$49,677	\$51,168	\$52,658	\$56,632	\$57,626	\$58,619	\$59,613	\$60,606	\$61,600	\$63,587
7	\$50,447	\$51,961	\$53,474	\$57,510	\$58,519	\$59,528	\$60,537	\$61,546	\$62,555	\$64,572
8	\$51,229	\$52,766	\$54,303	\$58,401	\$59,426	\$60,450	\$61,475	\$62,500	\$63,524	\$65,573
9		\$53,584	\$55,145	\$59,306	\$60,347	\$61,387	\$62,428	\$63,468	\$64,509	\$66,590
10		\$54,414	\$55,999	\$60,226	\$61,282	\$62,339	\$63,395	\$64,452	\$65,509	\$67,622
11		\$55,258	\$56,867	\$61,159	\$62,232	\$63,305	\$64,378	\$65,451	\$66,524	\$68,670
12		\$56,114	\$57,749	\$62,107	\$63,197	\$64,286	\$65,376	\$66,466	\$67,555	\$69,734
13			\$58,644	\$63,070	\$64,176	\$65,283	\$66,389	\$67,496	\$68,602	\$70,815
14			\$59,553	\$64,047	\$65,171	\$66,295	\$67,418	\$68,542	\$69,666	\$71,913
15			\$60,476	\$65,040	\$66,181	\$67,322	\$68,463	\$69,604	\$70,745	\$73,028
16			\$61,413	\$66,048	\$67,207	\$68,366	\$69,525	\$70,683	\$71,842	\$74,159
17				\$67,072	\$68,249	\$69,425	\$70,602	\$71,779	\$72,956	\$75,309
18				\$68,112	\$69,307	\$70,502	\$71,696	\$72,891	\$74,086	\$76,476
19				\$69,167	\$70,381	\$71,594	\$72,808	\$74,021	\$75,235	\$77,662
20				\$70,239	\$71,472	\$72,704	\$73,936	\$75,169	\$76,401	\$78,865
21				\$71,328	\$72,580	\$73,831	\$75,082	\$76,334	\$77,585	\$80,088
22				\$72,434	\$73,705	\$74,975	\$76,246	\$77,517	\$78,788	\$81,329
23				\$73,557	\$74,847	\$76,137	\$77,428	\$78,718	\$80,009	\$82,590
24				\$74,697	\$76,007	\$77,318	\$78,628	\$79,939	\$81,249	\$83,870
25				\$75,854	\$77,185	\$78,516	\$79,847	\$81,178	\$82,508	\$85,170
26				\$76,310	\$77,648	\$ 78,987	\$80,326	\$81,665	\$83,003	\$85,681
27				\$76,767	\$78,114	\$79,461	\$80,808	\$82,155	\$83,501	\$86,195
28				\$77,228	\$78,583	\$79,938	\$81,293	\$82,648	\$84,002	\$86,712
29				\$77,691	\$79,054	\$80,417	\$81,780	\$83,143	\$84,506	\$87,232
30				\$78,158	\$79,529	\$80,900	\$82,271	\$83,642	\$85,013	\$87,756
31				\$78,626	\$80,006	\$81,385	\$82,765	\$84,144	\$85,524	\$88,282
32				\$79,098	\$80,486	\$81,874	\$83,261	\$84,649	\$86,037	\$88,812
33				\$79,573	\$80,969	\$82,365	\$83,761	\$85,157	\$86,553	\$89,345
34				\$80,050	\$81,455	\$ 82,859	\$84,263	\$85,668	\$87,072	\$89,881
35				\$80,531	\$81,943	83,356	\$84,769	\$86,182	\$87,595	\$90,420
36				\$81,014	\$82,435	\$83,856	\$85,278	\$86,699	\$88,120	\$90,963
37				\$81,500	\$82,930	\$84,359	\$85,789	\$87,219	\$88,649	\$91,509
38				\$81,989	\$83,427	\$84,866	\$86,304	\$87,742	\$89,181	\$92,058

Note: for Masters thru Doctorate columns, each step of schedule (beyond 38) will increase by an index of 0.006.

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

Additional compensation benefits provided by the Olathe Board of Education in addition to the Professional Pay Salary Schedule:

**"Health Insurance:** Three Individual employee plans provided at no cost to the employee (minimum \$731/month value) and a \$140/month Health Savings Account contribuiton provided by district for the \$3,200 HDHP. Additionally, the Board supplements the cost of family insurance. Amount of supplements dependent upon plan chosen by staff member. **"Longevity Pay:** Policy GBZE outlines the longevity pay benefit. 15 yrs. service in Olathe, \$200 annually; 20 yrs. service in Olathe, \$300 annually; 25 yrs. in Olathe, \$500 annually.

**"Professional Development Points:** Policy GBZEA outlines the use of professional development points for movement on the salary schedule in lieu of college credit, saving staff members paying for additional college coursework in many situations. This also supports staff member's licensure recertification requirements.

**Extra-Curricular/Academic Support Salary Schedule:** A separate salary schedule includes a variety of positions to support student extra-curricular and academic programs. The schedule is continually evaluated, with new positions added and compensation refined.

**~Other Stipends and Reimbursements:** A variety of other stipends, paid educator coverage options, and reimbursement for select non-KSDE licenses and mileage reimbursement is provided as outlined in policy **~Retirement Benefits:** A variety of retirement benefits, including Voluntary Early Retirement and conversion of accrued illness/bereavement leave, continuation of health benefits, monetary retirement benefits, and other Voluntary Early Retirement Plan benefits are eligible for staff as outlined in policy.

~Leave Policies: The district offers a generous leave policy including illness/ bereavement days, bereavement days not charged to leave balances, birth/ adoption of a grandchild leave, personal business leave days, professional leave, etc.

~Additional policies support compensation related items and are outlined in the Negotiated Agreement.

#### **OLATHE PUBLIC SCHOOLS**

Health Insurance Monthly Rates from January 1, 2024 through December 31, 2024

		Blue Select Plus (Narrowed Network)							
		Monthly Premium	District Paid Monthly HSA Contribution						
구	Employee Only	\$731	\$731	\$-	\$140				
3,200 НDНР	Employee & Spouse	\$1,537	\$1,197	\$340	\$140				
00	Employee & Child(ren)	\$1,357	\$1,158	\$199	\$140				
3,20	Family	\$2,046	\$1,606	\$440	\$140				
\$3	2-Employee Family*	\$2,046	\$2,046	\$-	\$280				
0	Employee Only	\$761	\$761	\$-	n/a				
PPO	Employee & Spouse	\$1,599	\$1,181	\$418	n/a				
00	Employee & Child(ren)	\$1,413	\$1,153	\$260	n/a				
\$1,500	Family	\$2,132	\$1,587	\$545	n/a				
\$	2-Employee Family	\$2,132	\$2,132	\$-	n/a				

Preferred Care Blue (Broader Network)					
Monthly Premium	You Pay				
\$788	\$719	\$69			
\$1,658	\$1,118	\$540			
\$1,465	\$1,090	\$375			
\$2,208	\$1,520	\$688			
\$2,208	\$2,102	\$106			
\$821	\$728	\$93			
\$1,726	\$1,119	\$607			
\$1,524	\$1,088	\$436			
\$2,300	\$1,520	\$780			
\$2,300	\$2,095	\$205			

		SPIRA CARE (Blue Select Plus)						
		Monthly Premium	District Pays	You Pay	District Paid Monthly HSA Contribution			
4P	Employee Only	\$715	\$715	\$-	\$140			
НДНР	Employee & Spouse	\$1,504	\$1,194	\$310	\$140			
100	Employee & Child(ren)	\$1,330	\$1,156	\$174	\$140			
3,200	Family	\$2,006	\$1,604	\$402	\$140			
\$3	2-Employee Family*	\$2,006	\$2,006	\$-	\$280			
0	Employee Only	\$749	\$719	\$30	\$-			
PPO	Employee & Spouse	\$1,573	\$1,200	\$373	\$-			
	Employee & Child(ren)	\$1,389	\$1,161	\$228	\$-			
\$2,000	Family	\$2,098	\$1,613	\$485	\$-			
\$	2-Employee Family	\$2,098	\$2,098	\$-	\$-			

**NOTE:** The monthly premiums listed above that you are responsible for paying have remained unchanged for the Benefit Calendar Year 2024.

In addition to the above coverages, a variety of additional coverages are available for purchase, including dental and vision insurance.

For 2-Employee Families, the district doubles the H.S.A. contributions.

Updated August 4, 2023

#### Appendix A

## **2023-24 Extra-Curricular/Academic Support Salary Schedule**The schedule is determined by a percent of the base salary.

1 Extra-Curricular 13.38% \$6,155 Head: Football, Wrestling, Basketball, Track 2 Extra-Curricular 12.64% \$5,814 Head: Baseball, Gymnastics, Soccer, Softball, Swim 3 Academic Support 11.90% \$5,474 Head: Dance, Instrumental Music (Band), Cheerles 4 Academic Support 10.41% \$4,789 Head: Drama, Vocal Music, Instrumental Music (O 4 Academic Support 10.41% \$4,789 21st Century Academy Facilitators (without supers	nming, Volleyball
3 Academic Support 11.90% \$5,474 Head: Dance, Instrumental Music (Band), Cheerles 4 Academic Support 10.41% \$4,789 Head: Drama, Vocal Music, Instrumental Music (O	nming, Volleyball
4 Academic Support 10.41% \$4,789 Head: Drama, Vocal Music, Instrumental Music (O	
	eading, Cross Country
4 Academic Support 10,41% \$4,789 21st Century Academy Facilitators (without super)	Orchestra), Debate, Forensics
1. Toda o o deposit   10. 11/0   \$1,700   1100   Containly radiations (without super-	visory hour)
5 Academic Support 8.92% \$4,103 Head: Musical Theater, Yearbook, Newspaper	
7 Extra-Curricular 8.18% \$3,763 Assistant: Football, Wrestling, Basketball, Track	
8 Extra-Curricular 7.58% \$3,487 Assistant: Baseball, Gymnastics, Soccer, Softball, S	Swimming, Volleyball
9 Extra-Curricular 7.44% \$3,422 Head: Bowling, Golf, Tennis	
9 Academic Support 7.44% \$3,422 STUCO, Assistant Instrumental Music (Band), Chee	erleading, Dance Team
9 Academic Support 7.44% \$3,422 21st Century Academy Facilitator (with supervisor	ry hour)
11 Academic Support 6.25% \$2,875 Assistants: Debate, Drama, Forensics, Vocal Music	c, Orchestra, Musical Theater
12 Academic Support 5.95% \$2,737 BLT Chair (without supervisory hour)	
14 Academic Support 5.36% \$2,466 Asst: Musical Theater, Tech. Assistant, Bldg./Auditori	ium Tech. Assistant, 21st Century Facilitator
14 Extra-Curricular 5.36% \$2,466 Assistant: Cross Country	
15 Academic Support 5.21% \$2,397 Head: Mentor Program Sponsor, Pep Band	
16 Academic Support 4.46% \$2,052 Science Club/Olympiad, National Honor Society, D	Department Chair (10 + FTE)
16 Extra-Curricular 4.46% \$2,052 Ast. Bowling, Ast. Golf, Ast. Tennis, Scholars Bowl, OA	ATC Student Leader Advisor, Unified Bowling
16 Extra-Curricular 4.46% \$2,052 CTSO Programs - BPA, DECA, Educators Rising, FCC	CLA, FBLA, FFA, HOSA, Skills USA, TSA
17 Academic Support 3.72% \$1,711 KAY Club Sponsor; Musical Pit Director; Musical Ad	ccompanist
17 Extra-Curricular 3.72% \$1,711 Senior and Junior Class Sponsors	
18 Academic Support 2.98% \$1,371 BLT Chair (with supervisory hour), Freshman Dram	na, Freshman Drama Tech
19 Academic Support 2.68% \$1,233 Assistant: Science Olympiad	
20 Academic Support 2.24% \$1,030 SASH, Future Teachers, Math Club, Dept. Chair (De	ept. of 9 FTE or fewer)
20 Academic Support 2.24% \$1,030 Fine Arts Honor Societies (Thespian, Tri-M, Nation	nal Art), Pro-Start (Culinary)
20 Extra-Curricular 2.24% \$1,030 Sophomore and Freshman Class Sponsors	
MIDDLE SCHOOL I	POSITIONS
6 Extra-Curricular 8.55% \$3,933 Head: Football	
7 Extra-Curricular 8.18% \$3,763 Head: Basketball, Track, Volleyball	
7 Academic Support 8.18% \$3,763 Head: Cheerleading, Drill Team	
10 Extra-Curricular 6.69% \$3,077 Head: Pep Club	
10 Academic Support 6.69% \$3,077 Head: Music (Band, Orchestra, Vocal), Drama	
13 Extra-Curricular 5.58% \$2,567 Assistant: Football	
15 Extra-Curricular 5.21% \$2,397 Assistant: Basketball, Track, Volleyball	
16 Academic Support 4.46% \$2,052 Head Science Club/Olympiad, Mentor Program Sp	oonsor, Building Lead Teacher
17 Academic Support 3.72% \$1,711 Asst. Cheerleading, Asst. Dance, Yearbook, STUCO	D, KAY Club
17 Extra-Curricular 3.72% \$1,711 Head: Cross Country	
19 Academic Support 2.68% \$1,233 Assistant: Science Club / Olympiad, Drama, Band I	Director
20 Academic Support 2.24% \$1,030 Math Club Sponsor	
20 Extra-Curricular 2.24% \$1,030 Assistant: Cross Country	
21 Academic Support 1.49% \$685 Sponsor: STEAM Club	
ELEMENTARY SCHOO	OL POSITIONS
12 Academic Support 5.95% \$2,737 BLT / Building Leadership Team Chair	
20 Academic Support 2.24% \$1,030 Sponsor: Science Club, Math Club	
21 Academic Support 1.49% \$685 Elementary General Music; Enrichment Club Spon	nsor (up to 4 per building)
22 Academic Support 0.75% \$345 Elementary Band & Strings (one per building)	
DISTRICT POSITIONS	IS POSITIONS
18 Academic Support 2.98% \$1,371 Olathe District Children's Honor Choir (Head), 1st	
19 Academic Support 2.68% \$1,233 Olathe District Children's Honor Choir Asst. Director	
20 Academic Support 2.24% \$1,030 Action Plan Coach	<u> </u>
21 Academic Support 1.49% \$685 Olathe District Children's Honor Choir Accompanis	ist & Asst. Manager

#### **Appendix A**

### EXTRA-CURRICULAR/ACADEMIC SUPPORT (EC/AS) SALARY SCHEDULE LONGEVITY COMPONENT

The rationale for longevity is to recognize experience in specific assignments and to retain staff in those same assignments.

The **BASE Salary** for each Position Group on the Extra-Curricular/Academic Support (EC/AS) Salary Schedule shall be calculated based on the EC/AS assignment percentage for that Group multiplied times the Base Salary of the Certified Salary Schedule.

The **Longevity** Components **(STEPS)** for each Position Group on the EC/AS Salary Schedule shall be calculated based on the applicable EC/AS Group **BASE Salary** multiplied times the Longevity Step Percentage Factor for the applicable step.

**ACCUMULATED EXPERIENCE:** In order to be eligible for 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 applicable EC/AS Group Base Salary

#### **EXCEPTIONS**:

An employee will be placed on step 6 (15.5% of EC/AS 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 step 10 (28% of EC/AS Salary) in the previous position.

An employee will be placed on step 4 (9.3% of EC/AS Salary), when changing to the exact same assignment at a different organizational level, after reaching step 10 (28% of EC/AS Salary) in the previous position.

An employee will remain on step 10 when changing from Head to Assistant sponsorship or coaching position in the same sport or activity, at any organizational level, after reaching step 10 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.

	Olathe Public Schools   2023-2024   EXTRACURRICULAR & ACADEMIC SUPPORT SALARY SCHEDULE												
Base Sal.	Longevity	Factors->	3.1%	6.2%	9.3%	12.4%	15.5%	18.6%	21.7%	24.8%	28.0%	31.0%	34.0%
\$46,000	Percent	BASE											
EC / AS	OF	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GROUP	BASE	1	2	3	4	5	6	7	8	9	10	11	12
1	13.38%	6,155	6,346	6,536	6,727	6,918	7,109	7,300	7,490	7,681	7,878	8,063	8,247
2	12.64%	5,814	5,995	6,175	6,355	6,535	6,716	6,896	7,076	7,256	7,442	7,617	7,791
3	11.90%	5,474	5,644	5,813	5,983	6,153	6,322	6,492	6,662	6,832	7,007	7,171	7,335
4	10.41%	4,789	4,937	5,085	5,234	5,382	5,531	5,679	5,828	5,976	6,129	6,273	6,417
5	8.92%	4,103	4,230	4,358	4,485	4,612	4,739	4,866	4,994	5,121	5,252	5,375	5,498
6	8.55%	3,933	4,055	4,177	4,299	4,421	4,543	4,665	4,786	4,908	5,034	5,152	5,270
7	8.18%	3,763	3,879	3,996	4,113	4,229	4,346	4,463	4,579	4,696	4,816	4,929	5,042
8	7.58%	3,487	3,595	3,703	3,811	3,919	4,027	4,135	4,243	4,352	4,463	4,568	4,672
9	7.44%	3,422	3,528	3,635	3,741	3,847	3,953	4,059	4,165	4,271	4,381	4,483	4,586
10	6.69%	3,077	3,173	3,268	3,364	3,459	3,554	3,650	3,745	3,841	3,939	4,031	4,124
11	6.25%	2,875	2,964	3,053	3,142	3,232	3,321	3,410	3,499	3,588	3,680	3,766	3,853
12	5.95%	2,737	2,822	2,907	2,992	3,076	3,161	3,246	3,331	3,416	3,503	3,585	3,668
13	5.58%	2,567	2,646	2,726	2,806	2,885	2,965	3,044	3,124	3,203	3,286	3,363	3,440
14	5.36%	2,466	2,542	2,618	2,695	2,771	2,848	2,924	3,001	3,077	3,156	3,230	3,304
15	5.21%	2,397	2,471	2,545	2,619	2,694	2,768	2,842	2,917	2,991	3,068	3,140	3,211
16	4.46%	2,052	2,115	2,179	2,242	2,306	2,370	2,433	2,497	2,560	2,626	2,688	2,749
17	3.72%	1,711	1,764	1,817	1,870	1,923	1,976	2,029	2,083	2,136	2,190	2,242	2,293
18	2.98%	1,371	1,413	1,456	1,498	1,541	1,583	1,626	1,668	1,711	1,755	1,796	1,837
19	2.68%	1,233	1,271	1,309	1,347	1,386	1,424	1,462	1,500	1,539	1,578	1,615	1,652
20	2.24%	1,030	1,062	1,094	1,126	1,158	1,190	1,222	1,254	1,286	1,319	1,350	1,381
21	1.49%	685	707	728	749	770	792	813	834	855	877	898	918
22	0.75%	345	356	366	377	388	398	409	420	431	442	452	462

#### **EVENT ACTIVITIES STIPEND RATES**

High School	School Format		
	S: 1 0	of Events	
Baseball	Single Game	1	
Baseball	Double Header	3	
Basketball	Single Game	1	
Basketball	Double Header	2	
Basketball	Triple Header	3	
Basketball	Tournament	1/game	
Cross Country	Meet	1	
Football: varsity	Single Game	2	
Football:			
sub-varsity	Single Game	1	
Gymrastics	Dual Meet	1	
Gymnastics	<u> </u>	_	
Gymnastics	Triangular Meet	1	
Gymnastics	Quadrangular Meet	2	
Gymnastics	Invitational	3	
Soccer	Single Game	1	
Soccer	Double Header	2	
Soccer	Tournament	1/game	
Softball	Single Game	1	
Softball	Double Header	2	
Swimming	Dual Meet	1	
Swimming	Triangular Meet	2	
Swimming	Quadrangular Meet	2	
Swimming	Invitational Meet	2/session	
Track	Dual Meet	1.5	
Track	Triangular Meet	2	
Track	Quadrangular Meet	2	
Track	Invitational Meet	3	
Track	Quadrangular Meet	3	
	<u>.                                      </u>		

High School	Format	Number of Events
Volleyball	Dual Meet	1
Volleyball	Triangular Meet	2
Volleyball	Quadrangular Meet	2
Volleyball	Tournament	2/3 matches
Wrestling	Dual Meet	1
Wrestling	Double Dual Meet	2
Wrestling	Tournament	1/session
Dances	Each dance	2
Mixers	Each mixer	1
Plays	Each performance	1
Concerts	Each performance	1
Musicals	Each performance	2

Middle School	Format	Number of Events
Basketball	One game	1
Basketball	Two Games	2
Basketball	Tournament	2
Football	One Game	1
Football	Two Games	2
Track	Regular Meet	2
Track	City Championship	3
Volleyball	Dual Meet	1
Volleyball	Triangular or Quad	2
Volleyball	Tournament	2/3matches
Mixers/ Activity Night	Each mixer/ Activity Night	1
Plays	Each performance 1	
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
ACADEMIC SUPPORT STIPENDS		\$10,350 per	Includes sponsoring academic
BLT Service		Elementary	support activities not on current
• Supervision of Activities other than Supplemental Pay;			Extra-Curricular/Academic
Non-Instructional Task Assistance		\$8,500 per	Support Salary Schedule
Supervision with Some Instruction	All Levels	Middle School	
School Improvement Support Tasks			
Instructional Tutors		\$9,500 per	
• Projects		High School	
Assessment Contacts			

#### Appendix A

#### **Other District Stipends**

·	
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)	\$14.00/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)	\$18.00/hr
School Improvement Support Tasks (i.e. curriculum nights, curriculum and assessment tasks)	\$18.00/hr
Instructional Tutor (i.e. National Test Preparation, Tutoring, Summer School); Crisis Support	\$26.00/hr
<b>Project Rate</b> (i.e. T & L projects, eAcademy course development, qualified/qualifying state/national competition supervision beyond employee's employment dates per guidelines, New Educator Pre Service)	\$124.00/day
Cafeteria Supervision – Certified – Elementary Only	\$10/hr
Cafeteria Supervision – Certified – Middle and High School Only	\$500/yr or prorated
Weight Training and Conditioning Facilitator /Head Football CoachHigh School	\$3,000/year
Field Show Preparation: Head Drill Team, Assistant Drill Team – High School, Music Technician	1.9 % of base salary/5 days
NBPTS Certification • Portfolio reimbursement: \$475 (see below) • 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)
Administrative Designee (Max. 2 Assignments/day)	\$72/activity
Responsibility Factors  • Coordinators: 242 day contract: \$7200.00; 220 day contract: \$6600.00; 207 day contract: \$6000.00  • Facilitators: 60% of coordinator compensation per contract length  • Instructional Coaches: \$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.
Leaders for Learning-L4L (formerly SDC) Reps: Each school has 1 rep to Leaders for Learning. 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. L4L 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
1st Year Collegial Mentor	\$1,368
Orientation Partner (Year 1 new to District);Second-Year Collegial Mentor	\$685
Elementary iPad Facilitator	\$500 per year
eAcademy Instructor Beyond Duty Day	\$782 per semester Base; \$268 each addl student (NOT eLearning)

#### REIMBURSEMENTS (NON-TAX ITEMS)

**National Board Professional Teaching Standards Certification**: The district reimburses \$475 to those applying to complete the NBPTS process upon submission of the portfolio final component. A reimbursement form is available: O-Zone/Human Resources/ Employee Online/ NBPTS Reimbursement Form.

Speech Language Pathologist (SLP) Certificate of Clinical Competence (CCC): The fee for this annual licensure will be reimbursed at the cost of the license (\$225) for each year it is earned. A reimbursement form is available – O-Zone/Human Resources/Employee Online/Non-KSDE License Renewal Reimbursement Form.

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 is through the reimbursement log method and WageBack process. The basis for determination of distance for reimbursement is through the district's standard mileage chart and at a mileage rate established by the Board. 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. Requests for travel 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 INFORMATION AND MILEAGE REIMBURSEMENT PROCESS**

The WAGEBACK system is used to pay stipends and mileage reimbursement. The Wageback process is NOT used for Extra-Curricular/Academic Support Salary Schedule Contracts. Directions found on Human Resources website under WAGEBACK tab.

#### STIPEND CODES AND RATES ESTABLISHED BY PROFESSIONAL COUNCIL

DESCRIPTION	RATE
Non-Instructional Task Assistance	\$14/hr
School Improvement Support Tasks	\$18/hr
Instructional Tutor	\$26/hr
Project Rate	\$124/day
Cooperating Teacher	Varies
NBPTS Certification	\$1000/Semester
Collegial Mentor	Varies
BLT Service	Neg. Agreement; App. A ; BLT Approved Stipends
Summer School	Varies
Extended School Year: Special Services Teachers	\$30/hr
Driver's Education	\$26/hr
Summer Weight Training	\$3000/summer

<u>PAID EDUCATOR COVERAGE:</u> This is 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

DESCRIPTION	RATE
Supervision of Activities other than Supplemental Pay (Activity Nights, Open Gym, Weight Room)	\$14/hr
Supervision with Some Instruction (Media Night, Friday/Saturday School, After School Programs)	\$18/hr
Supplemental Pay (Ticket taker, Scorekeeper, VB Line Judge, PA Announcer) – Certified/Licensed	\$24/event
Cafeteria Supervision – Certified Only Elementary	\$10/hr
Cafeteria Supervision – Certified Only Middle School	\$500/yr or prorated
Cafeteria Supervision – Certified Only High School	\$500/yr or prorated
eLearning / eAcademy Instruction	Varies
Band Camp/Field Show	Varies
Administrative Designee (Max. 2 Assignments/day)	\$72/event
Miscellaneous Stipend	Varies

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.

- Rate of Pay: \$30/hour or class period or \$15/half-hour for each occurrence Note: High school block schedule classes are considered two class periods.
- Combination: When classes are combined, a maximum of \$150/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 onsite attention to health issues is necessary, the covering nurse will be paid \$30.00 to compensate for the loss of the visiting nurse's planning time, which typically occurs throughout the professional day.

#### **Hour Code 3142 Staff Substitute Coverage**

REASON CODE	DESCRIPTION	REASON CODE	<u>DESCRIPTION</u>
1	Illness	2	Bereavement
2	Athletic Activity	4	Field Trip
5	Computer Learning Associate (Elementary CLA)		
7	Professional Meeting (Explanation Required Below)	8	Other (Explanation Required Below)
Explanation of Professional Meeting #7		Explanation of Reason for Other Coverage #8	

# REIMBURSEMENT REQUEST FORM NATIONAL BOARD PROFESSIONAL TEACHING STANDARDS CERTIFICATE

#### \$475 PORTFOLIO REIMBURSEMENT

The Olathe School District, with support of the Board of Education and Professional Council, advocates National Board Certification as a positive enhancement of teacher skills and expertise. For this reason, the District offers candidates a reimbursement of the non-refundable \$475 fee upon submission of the final component of the portfolio within IRS protocol.

#### Instructions to apply for and receive the reimbursement:

- 1. Please complete, sign, and date the request form below.
- 2. Attach on-line receipt of your payment of the non-refundable \$475 portion of the final component.
- 3. Send to Julie Miller at the IRC within 30 days of the date of your payment.
  - ▲ The sooner you request your reimbursement, the sooner you will receive it. IRS protocol dictates the 30-day guideline. If you request reimbursement after the 30-day period, it will then be considered a taxable event, subject to your payment of employment taxes.
- 4. As available, send on-line confirmation of the profile submission.

5. As available, send on-line confirmation of assessment appointment.

Name (print) \_\_\_\_\_ Employee ID# \_\_\_\_\_

Position: \_\_\_\_ Home School/Location: \_\_\_\_ Date: \_\_\_\_\_

Your reimbursement request will be processed through payroll after review and approval. These reimbursements are typically paid on the 30<sup>th</sup> of the month payroll, if received by the 15<sup>th</sup>.

Office Only: Admin Approval:	Date:	Amount to Reimburse: \$
Account Number:		

This form is available in O-Zone/Departments/Human Resources/Forms/Payroll Forms/Reimbursement Forms



#### REIMBURSEMENT REQUEST FOR NON-KSDE LICENSE RENEWAL

To request reimbursement under the required criteria, please complete and sign this form and return to: **Human Resources** -- **Attention: LICENSE REIMBURSEMENT.** 

**From policy GBZAB:** 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.

#### **INSTRUCTIONS:**

- 1. Please complete the form below. Include signature and date.
- 2. Enclose or attach evidence of license renewal (i.e. copy of license, print of web screen with license)
- 3. Enclose or attach a receipt showing amount paid for the renewal.

  Separate convenience fees, late fees, conference registration fees, etc. are *not covered* by this policy.

Name (print):	Olathe ID#:						
Home school/building:	Current assignment:						
Date of initial employment with Olathe Public Schools (mm/yy):							
License for which you are requesting rein Check one in each column.	nbursement:						
POSITION  [ ] Nurse [ ] Speech/language Pathologist [ ] Audiologist [ ] Occupational Therapist [ ] Physical Therapist [ ] Social Worker [ ] Music Therapist [ ] Other:	NON-KSDE LICENSING AGENCY  [ ] KS Dept of Health and Environment  [ ] KS State Board of Nursing  [ ] KS Behavioral Sciences Regulatory Brd  [ ] Other:    Other:						
Employee Signature:	Date:						
HR OFFICE ONLY	006.2100.525000.000.026.0524.000						
HR approval:	Date: Amount to reimburse:						

#### Appendix A

#### **Primary Contract Lengths**

Position	Contract days
Educator (licensed/certified, non-administrative) Educator new to the district	190 197
Special Education	
Psychologist	187
Counselor	
Secondary	210
HS Lead/Master Schedule Counselor	220
Elementary	197
<u>Library Media Specialist</u>	
Secondary	197
Elementary	192
Learning Services Staff	
Facilitator 1 (Responsibility Factor)	207
Facilitator 2 (Responsibility Factor)	220
Coordinator/Facilitator 3 (Responsibility Factor)	242
Instructional Coach (Responsibility Factor)	207
Behavioral Specialists	207

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
- College Now/Dual Enrollment Certification High School
- Coordinator/Facilitator
- Dual Language Immersion Teachers
- ELL (English Language Learners)
- General Music Elementary
- Instructional Coaches
- Library Media Specialist (LMS) All Levels
- Mental Health Professionals
- Physical Education (PE) Elementary
- Special Services: All Levels
  - o Adaptive PE
  - o Audiologist
  - o Autism
  - o Autism Specialist
  - o Career Transition Specialist
  - o Deaf and Hard of Hearing (D/HH)
  - o Dual-Sensory Impaired (Deaf-Blind Program)
  - o Early Childhood Disabilities (ECD)
  - o Gifted
  - o Center Based Resource
  - o Music Therapist
  - o Nurse Special Education
  - o Occupational and Physical Therapist (OT/PT)
  - o Resource
  - o School Psychologist
  - o School Social Worker
  - o Speech/Language Pathologist (SLP)
  - o Social Emotional Resource
  - o Visually Impaired
- Student Wellness Advocates
- Title I Reading and Math

Annual Professional Council Review: January 25, 2021, Approved Feb. 22, 2021

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

# Olathe Public Schools

## APPENDIX B: CONTRACT AND CALENDAR RELATED INFORMATION

- Employment Calendar Information
  - Personnel Calendar Employment Dates
  - ➤ 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

#### 2023 - 2024



School Year
Personnel Calendar

#### Certified and Administrative Employment Dates

#### **Employment Categories**

#### Days Off & Scheduled Workdays

#### 242 DAYS

Start: July 1, 2023 End: June 30, 2024

Coordinators, Facilitators 3, 12-Month Administrators, Instructional Tech. Coordinators

#### Days Off

- All single day holidays \*
- Thanksgiving Break: November 22 24, 2023
- Winter Break: December 20 29, 2023

#### Scheduled Workdays of Note:

- Friday, October 20, 2023
- Monday, Nov. 20 & Tuesday, Nov. 21, 2023
- Tuesday, January 2, 2024
- Friday, February 16, 2024
- Monday, March 11 thru Friday, March 15, 2024

#### **220 DAYS**

Start: July 10, 2023 End: June 13, 2024

Middle & High School Principals, High School Lead Counselors, Facilitators 2

#### Days Off

- All single day holidays \*
- Fall Break: November 20 24, 2023
- Winter Break: December 20 29, 2023
- Tuesday, January 2, 2024
- Spring Break: March 11 15, 2024

#### **214 DAYS**

Start: July 10, 2023 End: June 5, 2024

Elementary Principals

#### Days Off

- All single day holidays \*
- Fall Break: November 20 24, 2023
- Winter Break: December 20 29, 2023
- Tuesday, January 2, 2024
- Spring Break: March 11 15, 2024

#### **210 DAYS**

Start: July 10, 2023 End: May 30, 2024

Middle School Counselors, High School Counselors

#### Days Off

- · All single day holidays \*
- Fall Break: November 20-24, 2023
- Winter Break: December 20 29, 2023
- Tuesday, January 2, 2024
- Spring Break: March 11 15, 2024

#### **207 DAYS**

Start: July 18, 2023 End: June 4, 2024

Facilitators 1, Behavior Specialists, Instructional Coaches, PBIS Coaches, ELA MTSS, and Math MTSS

#### Days Off

- All single day holidays \*
- Fall Break: November 20 24, 2023
- Winter Break: December 20 29, 2023
- Tuesday, January 2, 2024
- Spring Break: March 11 15, 2024

#### 197(A) DAYS

Start: July 24, 2023 End: May 24, 2024

Elementary Counselors

#### Days Off

- All single day holidays \*
- Fall Break: November 20 24, 2023
- Winter Break: December 20 29, 2023
- Tuesday, January 2, 2024
- Spring Break: March 11 15, 2024

#### Dates of Interest:

Returning Teacher Flex Day – Friday, August 4, 2023 Teachers Last Day – Thursday, May 23, 2024

\* Single Day Holidays: Tuesday, July 4, 2023 (Independence Day) • Monday, September 4, 2023 (Labor Day) • Thursday, November 23, 2023 (Thanksgiving Day) • Monday, December 25, 2023 (Christmas Day) • Monday, January 1, 2024 (New Year's Day) • Monday, January 15, 2024 (MLK Day) • Monday, February 19, 2024 (President's Day) • Monday, May 27, 2024 (Memorial Day) • Wednesday, June 19, 2024 (Juneteenth)

Page 1 of 2

Calendar revised 5/12/23

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

#### **Teachers Workdays**

JULY 2023 S M T W T F S

20 AUGUST 2023

27 28 29 30 31

SEPTEMBER 2023

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DECEMBER 2023
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**Professional Day** 

**New Educators** 

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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 | 31

MARCH 2024

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17 |18| 19| 20| 21| 22| 23
24<sub>31</sub> 25 26 27 28 29 30

Conference Day

Half Day-Students

Senior Commencemen

Holiday

#### PART-TIME STAFE ATTENDANCE PLANNING- Olathe Public Schools Form Available HR Website/

TART-THVIL STATE AT	ENDANCE FEARINING	idence i done	30110013	T Available	e nn website/				
Educator:	School Year:	School Year:							
Home School:									
FTE (Identified by HR/Contract): Please contact HR for any questions regarding FTE.									
Section 1: Total Contract Hours	FTE	FULL DAYS	HOURS						
Find your FTE on the chart. Record the the chart in the "Total Hours for Sect	0.1	18.7	149.6						
	0.2	37.4	299.2	from					
	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					
Total Hours for Section 1:									
<b>Section 2</b> : Student Instructional Ho Step 1: Determine your Part-Time Ca									
A	В		С		D				
Work a partial day of each	Work specific days of the	Work specific	days of the A-E	Work som	Work some days at 8 hours				
student instructional day.	week and fewer than five	elementary ro	tation schedul	e and other	and other days at less than 8				
hours per day	student instructional days	for student ins	structional day	s	hours.				
	per week at 8 hours per day.	at 8 hou	rs per day.						
Step 2: Determine the total number of	of Student Instructional Hours using the	calculations for y	our Part-Time Cat	egory below.					
Α	В		С		D				
Multiply the number of	Using the District School Year	•	District A-E	_	Using either the District				
hours you work each day by	Calendar, count the number	Rotation Schedule			School Year Calendar or				
170 Student Instructional Days to determine your	of Student Instructional Days you will be working based	(Elementary), count the			the District A-E Rotation				
Student Instructional Hours.	on your specific work days.	number of specific A-E days you will be working. Multiply			Schedule, count the number of days you will be working 8				
Record this number in the	Multiply this number by 8.	this number by 8. Record this		1 ' '	hours. Multiply this number				
"Total Hours for Section 2"	Record this number in the	number in the "Total Hours			by 8. Then count the number				
space below.	"Total Hours for Section 2"	for Section 2" space below.		of days yo	of days you will be working				
	space below.				less than 8 hours. Multiply				
					this number by the number				
					of hours you work on				
					s. Add these two				
					numbers together and record it in the "Total Hours for				
					2" space below.				
Total Hours for Section 2:				2000.011	_ 35444 26.0				

Continue on page 2

## **Appendix B**

Fa	all	S	pring
Hours on Wednesday:		Hours on Wednesday:	
Hours on Thursday:		Hours on Thursday:	
Step 2: Add the total number of hour space below.	rs you will be available for conferences	in the Fall and Spring. Record this n	umber in the "Total Hours for Section 3
Total Hours for Section 3:			
<b>Section 4</b> : Professional Developme Step 1: Record the Total Hours for Sec	ent and Preparation Hours ctions 1, 2, and 3 in the chart below to	determine the Total Hours for Secti	on 4.
	Total Hours for Section 1		
		subtract	
	Total Hours for Section 2		
	Total Hours for Section 3	subtract _	
	Total Hours for Section 4	=	
Total Hours for Section 4:			
33% may be designated as Educator I record the totals in the spaces below	Preparation. Multiply the "Total Hours . The adopted Professional Developme elect the times you will plan to attend.	for Section 4" by 67% and the "Tota ent (PD) and Preparation Days Calend	lar provides the dates/times from
Total Hours for Section 4 x 679	<b>%</b> :		Total Hours for Section 4 x 33%
	District Level Professional Development	Building/Individual Level Professional Development	Educator Preparation
Educator Signature:		Principal/Supervisor Signature:	
Date:		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.

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## **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 72-2251:

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 school year.

- Deadline for notice by the district for non-renewal of contracts: May 19, 2024
- Deadline for licensed/certified staff resignation from continuing contracts for the subsequent contract year: June 2, 2024

## **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)

•	upervisor. Please send the completed and 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 p	page 2 for examples):
Please note: Yo	ou must check category 1a, 1b, OR 2c and	d provide explanation
Choose option a or b  a-Circumstances unforeseed Explanation (required):  b-Circumstances beyond the Explanation (required):  2. Discretionary Personal Business Lea	e employee's control See Page 2 for spec  ve during Blackout Days or when percent	r specific examples of common requests.  ific examples of common requests.  tages are exceeded ONLY:
salary deduction of the substitute rat a Personal Business Leave day OR a 2	· · ·	rsonal Business Leave in addition to use of over for each day of absence. <b>Discretionary</b>
for specific examples of com  Explanation (optional):  I request deduction absence regardless  OR  I request a 2 for 1 d  I realize that by using this Personal Builness/bereavement leave at the endor to be exchanged for a cash payme  I understand my responsibility to wor absence, with as much notice as possible.	of a Personal Business Leave day(s) and the first a sub is or is not obtained for my position of Personal Business Leave for electrons as Leave day, it will not be available to the school year or to accrue to purche and to one Section 125 benefit account.	each day of absence. to add two days to my accumulated ase health/dental insurance upon retiremen
Employee signature:		Date:

Form available O-Zone/Departments/HR/Policies/Forms and Leave Requests/Certified Pers Business Leave Request

6.4 hours = .8 FTE

4.0 hours = .5 FTE

1.6 hours = .2 FTE

For Office Use Only:

**FTE Chart:** 

8.0 hours = 1.0 FTE

5.6 hours = .7 FTE

3.2 hours = .4 FTE

0.8 hours = .1 FTE

7.2 hours = .9 FTE

4.8 hours = .6 FTE

2.4 hours = .3 FTE

## **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, Sibling, 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
- attend out-of-town family or school reunion
- attend spouse/family recognition event (award presentations, retirement ceremonies/presentations)
- moving child 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 child
- 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/chaperon
- attend family celebration (parent's /grandparent's birthday, parents' anniversary)
- honeymoon trips, trip for significant wedding anniversary of employee
- 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 O-Zone/Departments/HR/Policies/Forms and Leave Requests/Certified Pers Business Leave Request

## **EMPLOYEE RIGHTS** UNDER THE FAMILY AND MEDICAL LEAVE ACT

## THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION.

## LEAVE **ENTITLEMENTS**

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period

- The birth of a child or placement of a child for adoption or foster care:
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job:
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse,

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### **ELIGIBILITY** REQUIREMENTS

**BENEFITS &** 

**PROTECTIONS** 

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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

### REQUESTING **LEAVE**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice. an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## **EMPLOYER** RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as

## **ENFORCEMENT**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

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





WH1420 REV 04/16















## 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; 公
- promotion; or 公
- 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 https://www.dol.gov/agencies/vets/. An interactive online USERRA Advisor can be viewed at https://webapps.dol.gov/elaws/vets/userra
- 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: https://www.dol.gov/agencies/vets/programs/userra/poster 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 Labo

1-866-487-2365









Office of Special Counsel

1-800-336-4590

Publication Date - May 2022

## Appendix B

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

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## Olathe Public Schools Elementary Scheduling Document Guidelines

## **PROFESSIONAL LEARNING COMMUNITIES (PLCS):**

Policy GBZEA Professional Development includes a section on Professional Learning Communities (PLCs). 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. PLC agendas should be collaboratively developed, agenda-driven, and focused on student learning. Early Childhood teachers shall be assigned a PLC on Fridays. Specialists and licensed/certified support staff will be provided with a minimum of 1 hour on district professional development days and days designated for PLC jobembedded professional learning for PLC meetings. These PLCs will be with specialists in the same field. Please refer to Policy GBZEA for further information on PLC requirements.

## **PROFESSIONAL DAY:**

The elementary professional day including At-Risk preschool and Early Childhood educators is 8:00-4:00. 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 PLCs in addition to 25 minutes of daily duty free lunch. In addition, 1/2 day schedules should include a minimum of 30 minutes plan time for all elementary certified/ licensed staff. Additional duties can be assigned if there is time available in the educator's day. See Policy GBZCC Professional 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. Specials will not be scheduled on the first or last student contact day of the school year. 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.
- The A-E Rotation schedule is not used for Early Childhood Special Education Classrooms.

## **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 of plan time per A-E rotation or Monday through Friday for early childhood educators. 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. 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 programs/assemblies and parties occur during regularly scheduled plan time, Art, Music, PE, Computer and Library classes are not required to be rescheduled. If a program/assembly or party occurs during a classroom teacher's plan time, two things may occur:

Request the specials' teacher supervise students during plan time, or If a teacher must relinquish their plan time, compensation will be provided at coverage rate.

Class	Kindergarten through Grade 5
Physical Education	30 min. twice/A-E rotation
General Music	30 min. twice/A-E rotation
Library	30 min. twice/A-E rotation
Computer Lab (CLA)	30 min. twice/A-E rotation
Art	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

## **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 student in grades K-5 will participate in a minimum of two (2) recesses per day. Planned breaks are important to the well-being of all students. Recess provides an opportunity for students to have a break from learning, get fresh air and exercise. 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.
- Recess should not be withheld from students as a punishment, unless justifiable for safety reasons.

## 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.
- Supervisors shall provide diligent watchfulness during recess in order to reduce behavior referrals and accidents.

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### AGREEMENT TO SUPERVISE THE LUNCHROOM

Per KS Statute, certified/licensed staff members cannot be assigned to lunchroom supervision but must agree to lunchroom supervision. Staff members are compensated for this duty, once they have agreed to supervise the lunchroom.

• Elementary: \$10.00 per hour.

Once a staff member agrees with the principal to supervise the lunchroom, they go through the WageBack system for payment. The sequence of processing includes the following:

- 1. The individual teacher who has agreed to the lunchroom supervision duty submits the payment request through WageBack.
- 2. The principal approves the request.
- 3. The Human Resources Department completes the request.

## TRAVELING ELEMENTARY STAFF:

Elementary schools have different art, music, PE and library media specialist (LMS) needs. While the district has a goal to employ full-time (1.0 FTE) specialists, decisions for determining traveling elementary staff shall be based on what is best for the continuity of services for students, available staff, and funding. Staff members with more than 270 minutes of plan time, 30 minutes of PLC time, and a daily 25-minute duty-free lunch will be asked to provide support. Outlined below is the process for determining traveling elementary staff in these areas, should such travel be required.

- 1. Art, Music, PE and LMS staff in schools with over 270 minutes of plan time, 30 minutes of PLC time, and a daily 25-minute duty-free lunch 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:
  - The teacher may be required to travel
  - The teacher will be required to assist with other building responsibilities (see below).
- 2. Employees will have the opportunity to apply and interview for vacancies in buildings with a greater number of class sections.
- 3. Proximity of schools will be a factor used to determine which teachers will travel. An estimation of 30 minutes will be the travel time between schools during a contracted day. There is no proximity requirement for staff spending the entire day at different schools on alternate days.
- 4. When possible, an effort will be made for one school to provide assistance for art, music, PE, and LMS.

## SPECIALISTS IN SCHOOLS WITH TIME OUTSIDE OF PLAN/PLC TIME/DUTY FREE LUNCH

The following are provided as ways specialists with a 1.0 FTE contract who have additional time outside of 270 minutes for plan time, 30 minutes of PLC time, and a daily 25-minute duty-free lunch (per A-E schedule) will support the building, staff and students. The principal and pertinent staff will collaboratively determine, based on student needs, how staff time (beyond plan time, PLC time, and daily 25-minute duty-free lunch, travel time, prep and clean up time when traveling) will be utilized. Changes in student, building, and programmatic needs require flexibility in scheduling.

- Academic Support to include interventions, small-group instruction, individual student support, reteaching, and general activities that support student success.
- Additional duties to include before/after student day, recess, breaks for students, and other duties during the school day.
- Social Emotional support for students.
- Responsibility with school-wide PBIS, positive classroom, and/or building focused behavior management program.
- Participate as support within general education classrooms.
- Collaborate with general education teachers (grade level PLCs) to provide supplementary resources and experiences to enhance grade-level curriculum and learning standards.
- Support building-wide research, literacy, and subject integration.
- Create/enhance building-wide reading programs, book fairs, literacy nights, art fairs, field days, music performances, etc.
- Work with staff to fully integrate technology usage.

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## Olathe Public Schools Middle School Scheduling Document Guidelines

## **PROFESSIONAL LEARNING COMMUNITIES (PLCs):**

Policy GBZEA Professional Development includes a section on 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. PLC agendas should be collaboratively developed, PLCs agenda-driven, and focused on student learning. Please refer to Policy GBZEA for further information on PLC requirements.

## **PROFESSIONAL DAY:**

The middle school professional day (7:30-3:30) 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. See Policy GBZCC Professional Day

## **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.

- 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 in place. 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.

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 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**

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. Approval may be sought through the Supervisory Variance Procedure for assignments not falling under these guidelines.

- Alternative Placement Supervision (i.e., In-School Suspension)
- Attendance/Tardy Support
- AVID Coordinator
- Building Level Substitute
- Building Web Master
- ELL Program Support

## Appendix B

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

**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. The principal requests to assign the staff member 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 Human Resources.

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.
- A variance for a 2nd supervisory is requested annually.

**Supervisory 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.

**Supervisory 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.

## **VARIANCE PROCEDURE FOR TEACHING A 6TH CLASS:**

Per the Negotiated Agreement, secondary teachers teach five (5) periods, have one (1) supervisory, and one (1) plan period. For team teachers their supervisory is a team plan. The Professional Council has identified a process for a teacher to request or a principal to request a staff member to teach a 6th class. There are several reasons for requesting a variance for a staff member to teach a 6th class.

1. **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. There is no additional compensation if this request is granted.



2. **Master Schedule Need:** Master schedule needs that might prompt a request to have a staff member teach a 6th class include: 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.

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 Positions, Itinerant Positions, Number of Preps, Length of Experience as a Teacher. A staff member will be compensated 6% of salary schedule base per semester for teaching an approved 6th class. The variance is for one year only. 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.

## Procedure for Paying a Staff Member for Teaching a 6th Class Variance

Once a staff member agrees to accept the 6th class variance, they go through the WageBack system for payment. The sequence of processing includes the following:

- 1. The individual teacher who has agreed to the variance to teach a 6th class period, the principal directs the bookkeeper to submit the payment through the WageBack system.
- 2. The principal approves the request.
- 3. The Human Resources Department completes the request.
- 4. All variance approvals are for one school year only.

## AGREEMENT TO SUPERVISE THE LUNCHROOM

Per KS Statute, certified/licensed staff members cannot be assigned to lunchroom supervision but must agree to lunchroom supervision. Staff members are compensated for this duty, once they have agreed to supervise the lunchroom.

• **Middle 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.

Once a staff member agrees with the principal to supervise the lunchroom, they go through the WageBack system for payment. The sequence of processing includes the following:

- 1. The individual teacher who has agreed to the lunchroom supervision duty submits the payment request through WageBack.
- 2. The principal approves the request.
- 3. The Human Resources Department completes the request.

## Olathe Public Schools High School Scheduling Document Guidelines

## **PROFESSIONAL LEARNING COMMUNITIES (PLCS):**

Policy GBZEA Professional Development includes a section on 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. PLC agendas should be collaboratively developed, and PLCs should be agenda-driven, and focused on student learning. Please refer to Policy GBZEA for further information on PLC requirements.

## **PROFESSIONAL DAY:**

The high school professional day (7:30-3:30) 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. See Policy GBZCC Professional Day

## **HIGH SCHOOL BELL SCHEDULE:**

All High Schools will use the following schedule. Individual building changes may be approved by consensus of Administration, BLT, AR and communicated to staff in advance. (Ex: Homecoming week and other special events)

Hour Monday, Tuesday, Frid	
1	8:00-8:45
2	8:50-9:35
3	9:40-10:25
AI/Adv	10:30-11:15
4	11:20-12:30 (25 min lunch)
5	12:35-1:20
6	1:25-2:10
7	2:15-3:00

Hour	Wednesday	
1	8:00-9:35	
3	9:40-11:15	
5	11:20-1:20 (25 min lunch)	
7	1:25-3:00	

Hour	Thursday
2	8:15-9:48
AI/Adv/Sem	9:53-11:18
4 11:23-1:23 (25 min lu	
6	1:28-3:00

The schedule will also include the following:

- 4 day weeks: two 7 period days (typically M, T); two block days (typically W, Th)
- 3 day weeks: three 7 period days

## Appendix B

### **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. 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.
- Is viewed by all stakeholders as an effective communicator by seeking and welcoming input, sharing accurate information and perspectives in a timely and proactive manner, and providing collaborative leadership to accomplish student, department, school, and district goals.

## **SUPERVISORY ASSIGNMENTS:**

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. 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.

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.

## **Appendix B**

## **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 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.

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. Approval may be sought through the Supervisory Variance Procedure for assignments not falling under these guidelines.

- Attendance/Tardy Support
- AVID Coordinator
- Building Substitute
- Building Web Master
- Computer Lab Supervision
- Curriculum Lab Supervision (International Language Lab, e-learning)
- Department Chairperson (10 periods per HS)
- ELL Program Support
- Facilities/Event Facilitation
- Hall Duty
- In School Suspension Supervision (ISS)
- Instructional Support
- Instructional/Program Support of other staff
- Lunchroom Supervision (Assignment to this duty is by mutual agreement of staff member and administrator.)
- Monitoring Work Experience
- School Improvement Leadership
- Special Education Support
- Student Development Program/Facilitation
- Transition/Mentoring Coordinator
- Travel Time for Itinerant Staff
- Tutorials/Guided Study (NOT primary instruction in BOE-approved curriculum)
- 21st CHS Academy facilitation (Typically 1 per academy)

## **Supervisory Variance:** Supervisory variances are requested for two reasons:

- 1. Creation of a supervisory duty that is different from the approved High School Supervisory List previously outlined.
- 2. The principal requests to assign the staff member 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 Human Resources.

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.
- A variance for a 2nd supervisory is requested annually.

App	endix	В
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**Supervisory 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.

**Supervisory 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.

## **VARIANCE PROCEDURE FOR TEACHING A 6TH CLASS:**

Per the Negotiated Agreement, secondary teachers teach five (5) periods, have one (1) supervisory, and one (1) plan period. The Professional Council has identified a process for a teacher to request or a principal to request a staff member to teach a 6th class. There are two reasons for requesting variance to teach a 6th class.

- 1. **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. There is no additional compensation if this request is granted.
- 2. **Master Schedule Need:** Master schedule needs that might prompt a request to have a staff member teach a 6th class include: 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.

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 an additional staff is not available, 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. A staff member will be compensated 6% of salary schedule base per semester for teaching an approved 6th class. The variance is for one year only. 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.

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Once a staff member agrees to accept the 6th class variance, they go through the WageBack system for payment. The sequence of processing includes the following:

- 1. The individual teacher who has agreed to the variance to teach a 6th class period, the principal directs the bookkeeper to submit the payment through the WageBack system.
- 2. The principal approves the request.
- 3. The Human Resources Department completes the request.
- 4. All variance approvals are for **one school year only**.

## **ADDITIONAL HIGH SCHOOL 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 before/after school, hallways, commons areas, etc.

## **Appendix B**

### AGREEMENT TO SUPERVISE THE LUNCHROOM

Per KS Statute, certified/licensed staff members cannot be assigned to lunchroom supervision but must agree to lunchroom supervision. Staff members are compensated for this duty, once they have agreed to supervise the lunchroom.

• 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.

Once a staff member agrees with the principal to supervise the lunchroom, they go through the WageBack system for payment. The sequence of processing includes the following:

- 1. The individual teacher who has agreed to the lunchroom supervision duty submits the payment request through WageBack.
- 2. The principal approves the request.
- 3. The Human Resources Department completes the request.

## HIGH SCHOOL COLLEGE/CAREER 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, Practice ACT, ASVAB, etc. 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 12:15 noon Testing Block 12:15 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.

## HIGH SCHOOL STATE TESTING DAY: IDENTIFIED BY THE STATE

All high schools will administer the ACT/WorkKeys tests to registered juniors and any seniors who have not previously taken either test. All students will attend a full day of school. The dates are selected by the state.

Teachers who volunteer to proctor the exams when exams fall on a block day are compensated at rate of pay specified in Policy GBZEF in the following cases:

- Loss of plan time (x2)
- Loss of supervisory plan time (x1)

## **END OF SEMESTER ASSESSMENT SCHEDULES**

Day 1	Day 2	Day 3
Block Day (90 min. periods)	Block Day (90 min. periods)	Block Day (90 min. periods)
3 exams (2,4,6)	2 exams (1,5)	2 exams (3,7)
Full Student Day	Shortened Student Day	Shortened Student Day
Class HR 2	Class HR 1	Class HR 3
Class HR 4	Class HR 5	Class HR 7
AI/Adv/Sem (Lunch)	No Lunch	No Lunch
Class HR 6	11:15 student dismissal	11:15 student dismissal
	Staff Day: 7:30-3:30	Staff Day: 7:30-3:30

### 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 busing 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.

## **Snow Day 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
	Block Day (90 min. periods) Exams 2,4,6 Full Student Day	Block Day (90 min. periods) Exams 1,3,5,7 Full Student Day
SNOW DAY	2nd Hour	1st Hour
SNOW DAT	4th Hour	3rd Hour
	AI/Adv/Sem (Lunch)	5th Hour (Lunch)
	6th Hour	7th Hour
	NO EARLY RELEASE	NO EARLY RELEASE

## 2nd Day Snow Day

Day 1	Day 2	Day 3
Block Day (90 min. periods)		Block Day (90 min periods)
Exams 2,4,6		Exams 1, 3, 5, 7
Full Student Day		Full Day
2nd Hour	SNOW DAY	1st Hour
4th Hour		3rd Hour
AI/Adv/Sem (Lunch)		5th Hour (Lunch)
6th Hour		7th Hour
NO EARLY RELEASE		NO EARLY RELEASE

## 1st Day and 2nd Day Snow Days

Day 1	Day 2	Day 3			
		Regular 7 period day Culminating Activity (No Finals)			
		1st Hour 2nd Hour			
		2nd Hour			
SNOW DAY	S. S	3rd Hour 4th Hour 5th Hour (Lunch)			
	SNOW DAY				
		6th Hour			
		7th Hour			
		NO EARLY RELEASE			

**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.

**Teacher Grading Time:** Grading time will be provided if more than two snow days occurs. This may require a change in professional development time, being cognizant of student contact time.

# Professional Development and Preparation Days 2023-24

## PRESERVICE- Elementary and Secondary

District Focused Professional Learning will occur on the dates and at the times specified.

For the remaining days of Pre-Service, Building Leadership Teams will determine placement of Building Focused Professional Learning, Principal Directed Activities, and Educator Preparation using the time allotments indicated for each of the Pre-Service Activities.

These time allotments MUST be followed to meet guidelines for State Audited Student Contact Time.

Effective professional learning includes opportunities for collaboration and implementation.

Date	District Focus  Aligns with District Goals  All District Focused Professional  Learning sessions must be entered into  Frontline Professional Growth.	Building Focus Aligns with Building Growth Goals Select any FOUR (½) Days All Building Focused Professional Learni sessions must be entered into Frontlin Professional Growth. ONE (1/2) day may used for Mandatory Trainings.	Building Focus Aligns with Building Growth Goals Select any FOUR (½) Days All Building Focused Professional Learning sessions must be entered into Frontline Professional Growth. ONE [1/2) day may be used for Mandatory Trainings.	Job-Embedded Professional Learning Aligns with Student Learning Goals and Supporting Educator Standards All Job-Embedded Professional Learning sessions must be entered into Frontline Professional Growth.	Principal Directed Principal-Directed Faculty/Grade Level Focused Meetings Select any TWO (½) Days	Directed aculty/Grade Level Meetings NO (½) Days	Educator Preparation Select any ONE (%) Day Does not include August4, 2023	Educator Preparation Select any ONE (½) Day Does not include August4, 2023
	Professional Development Counted 1	Counted Toward	State Audited St	oward State Audited Student Contact Time	Not (	Not Counted Toward Student Contact Time	tudent Contact 1	Time
							Elem: 8:00am-4:00pm Sec: 7:30am-3:30pm	ım-4:00pm m-3:30pm
		Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm Sec: 12:30-3:30pm		Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm <b>Sec:</b> 12:30-3:30pm	Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm <b>Sec:</b> 12:30-3:30pm
	Elem: 8:00am-4:00pm Sec: 7:30am-3:30pm Lunch 90 min							
		Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm <b>Sec:</b> 12:30-3:30pm		Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm <b>Sec:</b> 12:30-3:30pm	Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm <b>Sec:</b> 12:30-3:30pm
		Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm <b>Sec:</b> 12:30-3:30pm		Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm <b>Sec:</b> 12:30-3:30pm	Elem: 8-11:30am Sec: 7:30-11am Lunch 90 min	<b>Elem:</b> 1-4pm <b>Sec:</b> 12:30-3:30pm
8/11/23 FRI Dismissal Times for Students Elem: 11:15am Sec: 12:20pm			Elem: 1-4pm Sec: 2:00-3:30pm Lunch 90 min			Elem: 1-4pm Sec: 2:00-3:30pm Lunch 90 min		Elem: 1-4pm Sec: 2:00-3:30pm Lunch 90 min

# Pre-Service Professional Development Plan and Schedule submitted in SIP Teams by July 28, 2023

- Preservice: (1) No variance is available for Educator Preparation on August 4 or District Focused Professional Learning on August 8. (2) BLTs will collaboratively determine the pre-service schedule for their buildings following the designated time allotments. (3) Extra-curricular activities DO NOT occur during the professional day August 4-11. These activities may occur prior to the beginning of or after the professional day. (4) New Educators: August 1, 2, 3, 4. New Educators have training outlined in the New Educator packet. (5) Returning Educators Flex Day (Aug 4) see Policy GBZCCA
- Building Professional Development is designed to improve the school. Building
  Prof. Learning sessions are described in the Building Professional Learning Plan
  and are due by designated dates (pre-service due July 28). The District may
  provide some content for schools. Mandatory Trainings may be completed ONE
  (1/2) day during pre-service or on September 1 PM or September 5 AM.
- Variance Request: 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 Learning days. Only illness/bereavement leave can be used, as appropriate. No Discretionary Personal Business Leave may be used on Professional Learning days.
- Out-of-District Professional Activities are not approved during Professional
  Learning or Parent Teacher Conference days except in unique circumstances.
  Prof. Council reviews/approves requests. Student field trips are not Professional
  Activities.

# Professional Development and Preparation Days 2023-24

INSERVICE- Elementary and Secondary

		31.				
*		District Focus Aligns with District Goals Professional Development Counted Professional Profess		Building Focus  Building Soals  Professional Learning Goals  Aligns with Student Learning Goals  Principal-Directe	Principal Directed Principal-Directed Faculty/Grade Level Focused Meetings	Educator Preparation Preparing for Student Learning, Grades, Classroom Environment
	Date	Toward State Audited Student Contact Time	Toward State Audited Student Contact Time	and Supporting Educator Standards Professional Development Counted Toward State Audited Student Contact Time	Not Counted Toward State Audited Student Contact Time	Not Counted Toward State Audited Student Contact Time
•	9/01/23 FRI Dismissal Times for Students Elem: 12:00pm Sec: 11:15am		Elem: 1:30-4:00pm MS/HS: 12:30-3:30pm Lunch 60 min May be used for Mandatory Trainings			
	9/05/23 TUES		Elem: 8:00-11:30am Sec: 7:30-11:00am Lunch 60 min May be used for Mandatory Trainings	Elem: 12:30-4:00pm Sec: 12:00-3:30pm Building Directed		
	10/13/23 FRI	Elem: 8:00-11:30am Sec: 7:30-11:00am Lunch 90 min				<b>Elem:</b> 1:00-4:00pm <b>Sec:</b> 12:30-3:30pm
	12/19/23 TUES Dismissal Times for Students Elem: 12:00pm Sec: 11:15am					<b>Elem:</b> 1:00-4:00pm <b>Sec:</b> 12:30-3:30pm <b>Lunch</b> 60 min
	1/03/24 WED		Elem: 12:30-4:00pm Sec: 12:00-3:30pm Lunch 60 min			Elem: 8:00-11:30am Sec: 7:30am-11:00am
	1/04/24 THU	Elem: 8:00-11:30am Sec: 7:30-11:00am Lunch 90 min		Elem: 1:00-4:00pm Sec: 12:30-3:30pm Focus on Standard 6		
	2/9/24 FRI		Elem: 8:00-11:30am Sec: 7:30-11:00am Lunch 60 min			<b>Elem:</b> 12:30-4:00pm <b>Sec</b> : 12:00-3:30pm
	3/18/24 MON		Elem: 1:30-4:00pm Sec: 12:30-3:30pm Lunch 60 min			Elem: 8:00-11:30am Sec: 7:30am-11:00am
	4/18/24 THU Dismissal Times for Students Elem: 12:00pm Sec: 11:15am		Elem: 1:30-4:00pm Sec: 12:30-3:30pm Lunch 60 min			
	4/19/24 FRI	Elem: 8:00-11:30am Sec: 7:30-11:00am Lunch 90 min		Elem: 1:00-4:00pm Sec: 12:30-3:30pm District Directed		
	<b>5/22/24 WED</b> Dismissal Times for Students <b>Elem:</b> 12:00pm <b>Sec:</b> 11:15am				<b>Elem:</b> 1:30-4:00pm <b>Sec:</b> 12:30-3:30pm <b>Lunch</b> 60 Minutes	
	5/23/24 THUR					Full Day Check Out
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In-Service Professional Development Plans submitted in SIP Teams by the designated dates.

## **Job Embedded Professional Learning**

Job-Embedded Professional Learning counts toward state-audited student contact time and meets KSDE requirements to earn Professional Development Points.

## Job Embedded Professional Learning on August 9

Educators will collaborate ON-SITE following District guidance for processing and implementation of new learning.

## Job Embedded Professional Learning on September 5

Educators will collaborate ON-SITE following Building guidance for processing and implementation of new learning.

## Job Embedded Professional Learning on January 4

All bargaining unit members will engage ON-SITE with Data Analysis and Planned Actions (Standard 6) within the Appraisal Process.

## Job Embedded Professional Learning on April 19

Educators will collaborate ON-SITE following District guidance for processing and implementation of new learning.

## **Educator Preparation**

Educator Preparation does not count toward state-audited student contact time and is not eligible for Professional Development points.

## Educator Preparation Time (noted in blue):

- All bargaining unit members will be allowed to exercise professional judgment in flexing work time during these days.
- 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.
- The professional employee must meet the exporting or grade entry deadline as listed in the Grade & Reporting Dates Appendix B.
- o Those typically not preparing grades or for 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.
- Professional employees are not required to submit documentation of work time or location when exercising this professional privilege.
- 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.

## Educator Preparation time on May 23 (noted in orange):

Educators will establish a "check-out" time with their administrator or supervisor.

Revised 04/19/2023

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## 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 2023-24**

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.

## 1<sup>st</sup> Quarter: August 11 - October 13 (43 days)

•	August 11, Friday <u>1</u> st <u>(</u>	Quarter begins
		First ½ day (AM) of school for <b>Grades K-5, 6 and 9</b>
		½ day Professional Development PM
•	August 14, Monday	Full day: all students, <b>EC-Gr. 12</b>
•	September 1, Friday	½ day grades K-12; Building Focused PD PM
•	September 5, Tuesday	Building Focused PD AM, Job-Embedded Professional Learning PM
•	September 13, Wednesday	Mid-Quarter Progress Reports. (21 days into quarter; 22 days remaining)
		<b>6-12</b> grade exporting deadline: Tuesday, 9/12, 8:00 AM
		<b>Elementary</b> Mid-Quarter Progress communicated by Sept. 15
•	October 13, Friday	**District Professional Development AM, ½ day Educator Prep PM
		No Student Attendance

## 2<sup>nd</sup> Quarter: October 16 - December 19 (40 days)

• October 16, Monday . . . . . . . . . <u>2<sup>nd</sup> Quarter begins</u>

**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.

- No Early Childhood classes entire day
- ½ Day grades K-12, Conferences PM

## **Conferences October 16-19**

• October 19, Thursday......**No Student Attendance** 

Conferences

- October 20, Friday ......No school for students or staff
- October 23, Monday ......Students whose parents do not attend conferences receive Report Cards
- November 15, Wednesday............Mid-Quarter Progress Reports (20 days into quarter; 20 days remaining)

**6-12** grade exporting deadline: Tuesday, 11/14, 8:00 AM

**Elementary** Mid-Quarter Progress communicated by Nov.17

December 19, Tuesday......End of 2<sup>nd</sup> Quarter

1/2 Day grades K-12, Educator Preparation PM

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

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

## Appendix B

## 3<sup>rd</sup> Quarter: January 5 - March 18 (41 days)

•	January 3, Wednesday	Educator Prep AM	1, Building Professional	Development PM
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## **No Student Attendance**

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

Elementary Grades exported no later than 11:30 AM

• January 4, Thursday . . . . . District Professional Development, AM, Job-Embedded Professional Learning PM

• January 5, Thursday . . . . . . . . <u>3<sup>rd</sup> Quarter begins</u>- ALL STUDENTS return

**K-12** Report Card information provided to parents.

**Special Education** Monitoring Forms provided to parents as appropriate

February 7, Wednesday . . . . . . . . . . . . . . . . Mid-Quarter Progress Reports (22 days into quarter; 19 days remaining)

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

Mid-Quarter Progress Information communicated to parents at PT conferences.

• February 9, Friday .....\*\*½ day Building Focused PD AM, ½ day Educator Preparation PM

## **No Student Attendance**

• February 14, Wednesday . . . . . . . . . . . . Student Attendance:

• No Early Childhood classes entire day

• ½ Day grades K-12, Conferences PM

**Conferences held February 12-15** 

• February 15, Thursday . . . . . . . . . . . . . . No Student Attendance

Conferences

February 16, Friday......No school for students or staff

• March 8, Friday......End of 3<sup>rd</sup> Quarter

## **4<sup>th</sup> Quarter: March 19 - May 22** (46 days)

<ul> <li>March 18, Monday Educator Prep AM, Building Professional Deve</li> </ul>	elopment PM
---	-------------

## **No Student Attendance**

**6-12:** Grades exported no later than 3:30 PM

**Elementary: All grades** entered by 4:00 PM

• March 19, Tuesday . . . . . . . . . . . . . . . . . 4<sup>th</sup> Quarter begins

**Special Education** Monitoring Forms provided to parents as appropriate

• April 18, Thursday.............½ Day grades K-12, Building Focused PD PM

Growth PM

• April 17, Wednesday. . . . . . . . . . . . . Mid-Quarter Progress Reports

(21 days into quarter; 25 days remaining, seniors 21 days remaining)

**6-12** grade exporting deadline: Tuesday, Apr. 16, 8:00 AM

**Elementary** Mid-Quarter Progress communicated by April 19

May 16, Thursday . . . . . . . . . . . . Last day for seniors

• May 20, Monday..... Elementary grades entered by 8:00 AM

• May 22, Wednesday......End of 4<sup>th</sup> Quarter

½ day student attendance grades K-11, ½ day Principal directed and Educator

**Preparation PM** 

**Elementary** Report Cards distributed to students to take home

**Special Education** Monitoring Forms provided to parents as appropriate

**Special Education** Monitoring Forms provided to parents as appropriate

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

## Parent-Teacher/Guardian Conference Guidelines

## **Elementary Conference Information**

The designated hours of conference time will be met through all educators scheduling 12 hours outside the contract day to be in their buildings and available to families for communicating student progress.

- Conferences are to be conducted between Monday and Thursday of conference week.
- Elementary conferences will continue to be scheduled in 20-minute blocks.
- Wednesday conference schedule will reflect the following:

## October Schedule (students dismissed at 11:15 a.m.):

- Elementary conferences can be scheduled anytime from 12:30 p.m. to 8:30 p.m. with a 40-minute dinner break.
- Conferences from 4:00 p.m. 8:30 p.m. count toward the 12 hours outside the contract day designated for conferences.

### February Schedule (students dismissed at 12:00 p.m.):

- Elementary conferences can be scheduled anytime from 1:15 p.m. to 8:30 p.m. with a 40-minute dinner break.
- Conferences from 4:00 p.m. 8:30 p.m. count toward the 12 hours outside the contract day designated for conferences.
- Educators will communicate with their administrator when their remaining 8 hours of conferences outside the contract day will occur.
- Staff should meet any request for an in-person conference, but can conduct virtual conferences if the family prefers.
- A scheduling document (e.g. Sign-Up Genius, Google Form, etc.) should be sent to families indicating the times each elementary certified staff
  member is available to meet throughout the week. The method for distributing individual teacher schedules to families is determined by each
  individual building.
- Monday and Tuesday conferences can be scheduled any time before or after the contract day up until 8:30 p.m.
- If any conferences are scheduled on the Thursday of conference week, elementary staff are encouraged to conduct them virtually as there is a high likelihood no building administrator will be on-site.

## **Special Educators**

- Elementary Special Educators—The case manager should work with the *IEP* team (including classroom teacher) to schedule any **priority** conferences first, **before the rest of the school schedules**, at a mutually agreeable time. Priority families are families the case manager deems as critical that there is an opportunity to meet, **as an IEP team**, with a family about a particular student. Special Educators and related service providers should arrange conferences with other families on their caseload through Zoom or phone conferences, as appropriate.
- IEP or team meetings that fall within 1-2 weeks of the conference window can count as the conference. This should be communicated at the IEP/ Team meeting.
- Attend as many conferences (in-person or virtually) as possible during the conference hours you set for yourself. This could be accomplished by attending the team/teacher's conferences or setting up your own.

## **Elementary Specialists**

- Conferences can be scheduled as an individual, or as a specialist team based on student situational needs.
- Attend as many conferences (in-person or virtually) as possible during the conference hours you set for yourself. This could be accomplished by attending the team/teacher's conferences or setting up your own.

## **Secondary Conference Information**

Conferences are a time for educators to be available to families for communicating student progress. These conferences are to be conducted on-site between Monday and Thursday of conference week, with a total of 12 hours occurring outside the contract day.

- Educators will be on-site and may opt to conduct virtual and/or in-person conferences. Staff should try their best to meet any parent/guardian request for an in-person conference.
- Monday and Tuesday conferences can be scheduled any time before or after the contract day up until 8:30 p.m.
- Thursday conferences can be scheduled between 7:00 a.m. and 8:00 p.m. Any conferences held on Thursday must be onsite and count as part of the 12 hours outside of the contract day.
- Each certified staff member will send out a scheduling document (e.g. Sign-Up Genius, Google Form, etc.) to families indicating the times they are available to meet throughout the week.
- It is recommended to schedule high-needs conferences first, then offer the remaining slots for other interested families.

## Wednesday conference schedule will reflect the following:

## October Schedule (student dismissal at 12:20 p.m.):

- As part of the contract day, the time from 1:30 p.m. 3:30 p.m. is designated for conferences to be held in-person or virtually.
- Arena style in person conferences will be from 4:30 p.m. to 8:30 p.m. This time counts towards the 12 hours outside the contract day designated for conferences.
- Dinner breaks must occur prior to 4:30 p.m.

### February Schedule (student dismissal at 11:15 a.m.):

- As part of the contract day, the time from 12:30 p.m. 3:30 p.m. is designated for conferences to be held in-person or virtually.
- Arena style in person conferences will be from 4:30 p.m. to 8:30 p.m. This time counts towards the 12 hours outside the contract day designated for conferences.
- Dinner breaks must occur prior to 4:30 p.m.
- Educators will communicate with their administrator when their remaining 8 hours of conferences outside of the contract day will occur.
- Secondary conferences (core or elective classes) can be scheduled as individuals or as teams.
- If these recommendations do not fit with your specific position, work with your principal to determine how to best meet the 8 hours outside of Wednesday.

## **Special Educators**

- Secondary Special Educators—The case manager should work with the IEP team to schedule the conference first, at a mutually agreeable time. Special Educators and related service providers should arrange conferences with other families on their caseload through Zoom or phone conferences, as appropriate.
- IEP or team meetings that fall within 1-2 weeks of the conference window can count as the conference. This should be communicated at the IEP/ Team meeting.
- Attend as many conferences (in-person or virtually) as possible during the conference hours you set for yourself. This could be accomplished by attending the team/teacher's conferences or setting up your own.



## Olathe Public Schools USD #233 School Year Calendar Dates

Online Registration available starting on July 6
Official "open to the public" date for school buildings July 17
New Educators Report
Professional Days
½ Day (AM) Grades K-5, 6, 9 (No EC, 7, 8, 10, 11, 12)Aug. 11
½ Day (PM) Professional Day (No Students)
Full Day of Classes EC-12 Aug. 14
½ Day (AM) K-12 (No EC) / ½ Day (PM) PD Day (No Students) Sept. 1
Labor Day (No School) Sept. 4
Professional Day (No Students) Sept. 5
Professional Day (No Students) Oct. 13
Conferences-Conference times provided by buildings Oct. 16-18
½ Day (AM) Grades K-12 (No EC) Oct. 18
Conferences (No Students) Oct. 19
No School
Fall Break (No School) Nov. 20–24
½ Day (AM) K-12 (No EC) / ½ Day (PM) PD Day (No Students)Dec. 19
Winter Break (No School) Dec. 20-Jan. 2
Professional Day (No Students) Jan. 3 & 4
Dr. Martin Luther King Jr. Holiday (No School)Jan. 15
Professional Day (No Students)
Conferences – Conference times provided by buildings Feb. 12-14
½ Day (AM) Grades K-12 (No EC)
Conferences (No Students)
No School
Presidents' Day (No School)
Spring Break (No School)
Professional Day (No Students)
Kindergarten Enrollment (No Kdg students) Apr. 11
½ Day (AM) K-12 (No EC) / ½ Day (PM) PD Day (No Students) Apr. 18
Professional Day (No Students)
Seniors Last Day
Senior Commencement Ceremonies
Early Childhood Last Day
Last ½ Day (AM) Grades K-11May 22
½ Day (PM) Professional Day (No Students) May 22
Professional Day-last day for staff
Summer Conference

## **Reporting Periods**

1st Qtr.	8/11-10/12	43 Days
2 <sup>nd</sup> Qtr	10/16-12/19	40 Days
3rd Qtr.	1/5–3/8	41 Days
	3/19-5/22	

## Regular School Hours

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

## **High School Finals Schedule**

Dec. 15 & May	20 .		. 8:00-	3:00
ec. 18-19 & M	ay 2	1-22 .	.8:00-1	1:15

## Hours for Aug. 11

Grades K-5	 8:20-11:15
Grades 6	 7:50-12:20
Grades 9	 8:00-12:20

## Hours for Oct. 18

Grades	K-5 .	 	 8:20-11:15
Grades	6-8 .	 	 7:50-12:20
Grades	9-12	 	 8:00-12:20

## Sept. 1, Dec. 19, Feb. 14, April 18

Grades	K-5.		 	8:20-12:00
Grades	6-8 .		 	7:50-11:15
Grades	9-12		 	8:00-11:15

## Hours for May 22

Grades K-5	8:20-12:00
Grades 6-8	7:50-11:15
Grades 9-11	8:00-11:15

## Possible inclement weather dates April 19 and May 23

## Conferences: Oct. 16-19, Feb. 12-15

Specific information on conference times will be provided by buildings. If Parent/Teacher Conferences are cancelled due to any reason, they will be rescheduled the following week on the same day at the same time if circumstances permit.

## 2023 - 2024

## JULY 2023 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

## AUGUST 2023

<sup>23</sup><sub>30</sub> <sup>24</sup><sub>31</sub> 25 26 27 28 29

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## JANUARY 2

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28	29	30	31			

## FEBRUARY 2024

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## MARCH 2024

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## APRIL 2024

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## JUNE 2024

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Professional Day	
i ioicasionai bay	`

Professional Day -

New Educators Pre-service





Half Day-Students
No School



Revised 3/31/23 — Visit <u>www.olatheschools.org</u> for future calendar updates.



## **Olathe Public Schools USD #233** School Year Calendar Dates

## Online Registration available starting on. . . . . . . . . . . . July 8 Official "open to the public" date for school buildings . . . . . . . July 22 ½ Day (AM) Grades K-5, 6, 9 (No EC, 7, 8, 10, 11, 12).... Aug. 13 ½ Day (PM) Professional Day (No Students) . . . . . . Aug. 13 Full Day of Classes EC-12 . . . . . . . . . . . . . . . . . Aug. 14 $\frac{1}{2}$ Day (AM) K-12 (No EC) / $\frac{1}{2}$ Day (PM) PD Day (No Students). Aug. 30 Professional Day (No Students) . . . . . . . . . . . . . . . . . . Sept. 3 Professional Day (No Students) . . . . . . . . . . Oct. 11 Conferences - Conference times provided by buildings . . . . . . . . Oct. 14–16 1/2 Day (AM) Grades K-12 (No EC) . . . . . . . . . . . . Oct. 16 Fall Break (No School) . . . . . . . . . . . . . . . . . Nov. 25–29 $\frac{1}{2}$ Day (AM) K-12 (No EC) / $\frac{1}{2}$ Day (PM) PD Day (No Students). .Dec. 20 Winter Break (No School) . . . . . . . . . . . . Dec. 23-Jan. 2 Professional Day (No Students) . . . . . . . . . . Jan. 3 & 6 Dr. Martin Luther King Jr. Holiday (No School).....Jan. 20 Conferences – Conference times provided by buildings . . . . . . . . . . Feb. 10-12 Presidents' Day (No School)......Feb. 17 Kindergarten Enrollment (No Kdg students) . . . . . . . . . . . Apr. 10 1/2 Day (AM) K-12 (No EC) / 1/2 Day (PM) PD Day (No Students). . Apr. 24 Seniors Last Day......May 15 Last ½ Day (AM) Grades K-11.....May 21 Reporting Periods Hours for Aug. 13 1st Qtr... 8/13-10/10... 41 Days Grades K-5 . . . . . . 8:20-11:15 2<sup>nd</sup> Qtr ..10/21-12/20 .. 43 Days Grades 6. . . . . . . . . 7:50-12:20 3<sup>rd</sup> Qtr.... 1/7-3/14.... 44 Days Grades 9..... 8:00-12:20 4th Qtr....3/25-5/22 ... 42 Days Hours for Oct. 16 Regular School Hours Grades K-5 . . . . . . . 8:20-11:15 Early Childhood (AM) . . .8:20-11:30

Grades K-5 . . . . . 8:20-3:40 Grades 6-8 . . . . . . 7:50-3:10 Grades 9-12 . . . . . 8:00-3:00

Early Childhood (PM) . . 12:30-3:40

High School Finals Schedule

Dec. 18 & May 19 . . . . . 8:00 - 3:00 Dec. 19-20 & May 20-21 . .8:00-11:15

Conferences: Oct. 14-17, Feb. 10-13

Grades 6-8 . . . . . . . 7:50-12:20 Grades 9-12 . . . . . . 8:00-12:20

Sept. 13, Dec. 20, Feb. 12, April 24

Grades K-5 ..... 8:20-12:00 Grades 6-8 . . . . . . 7:50-11:15 Grades 9-12 ..... 8:00-11:15

Hours for May 21

Grades K-5 . . . . . . 8:20-12:00 Grades 6-8 . . . . . . . 7:50-11:15 Grades 9-11..... 8:00-11:15

Possible inclement weather dates April 25 and May 22

Notice of Non-Discrimination: The Olathe Public Schools prohibit discrimination on the basis of race, color, ethnicity, national origin, sex, disability, age, religion, sexual orientation or gender identity 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 IX and Title VII of the Civil Rights Act of 1944, 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, the Equal Access Act of 1984 and other relevant state and federal laws amended. Inquiries regarding compliance with applicable civil rights statutes related to race, ethnicity, gender, age discrimination, sexual orientation, gender identity or equal access may be directed to Staff Counsel, 14160 S. 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 Americans with Disabilities Act may be directed to the Executive Director of Special Services, 14160 S. Black Bob Rob. 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, Operations. (05/22)

## 2024 - 2025

JULY 2024 S M T W T F S

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**AUGUST** 

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2024

**SEPTEMBER** 2024

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OCTOBER 2024

SMTWTFS 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 31

**NOVEMBER** 2024

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**DECEMBER** 2024

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**JANUARY** 

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**APRIL** 2025 SMTWTFS 2 3 4 5 1 8 9 10 11 12 6 7 13 14 15 16 17 18 19 20 21 22 23 24 25 26

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MAY 2025 MTW F S 2 3 5 6 7 8 9 10 11 12 13 14 15 (16)(17) (18) 19 20 21 <u>/22</u> 23 24 25 (26) 27 28 29 30 31

JUNE 2025 M T W Т F S 2 3 4 5 6 7 9 10 11 12 13 14 15 16 17 18 (19) 20 21 22 23 24 25 26 27 28

**Professional Day** □ □ Professional Day -

Pre-service

Conference Day

Holiday

Half Day-Students Schools Closed **Support Buildings Open** 

Senior Commencement

Revised 3/7/23 — Visit www.olatheschools.org for future calendar updates.

## 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 Online Tracking System File Library.
  - ➤ All forms related to the Olathe Appraisal Process are located in Online Tracking System.

## 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 72-2407 to 72-2412) 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.

## **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	Music Therapist
Coordinator	OT/PT (Occupational/Physical Therapist)
Counselor	Nurse
Early Childhood	School Psychologist
Instructional Coach	Social Worker
Behavior Specialist/Autism Specialist	Special Education Teacher
LMS (Library Media Specialist)	SLP (Speech Language Pathologist)

## **Appendix C**

## **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
- 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
- Educator may seek assistance to improve

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

- Maintain sole responsibility for the appraisal of all educators.
- 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
- Review expectations and provide feedback and support
- Content Coordinators may be consulted when evaluating employees in positions where the Appraiser lacks familiarity
- 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.
- Scheduled formal observations conducted by the Appraiser for the purpose of providing support to the educator shall include a pre-conference.

Administrators maintain supervisory responsibility for all staff on a day-to-day basis. Administrative interactions may impact a staff member's appraisal.

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 educator's appraisal process through various activities.

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

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

## <u>Instructional Coach Responsibilities with New Educators:</u>

- Consult with the 1st year educator at least monthly; observe and provide guidance. Feedback from these Instructional Coach 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 Instructional Coach are confidential unless the educator gives express permission for those to be shared with the appraiser, or unless the Instructional Coach determines that an ethical obligation requires disclosure.
- Beginning 2nd quarter, should additional support be necessary, a collaborative conversation with the educator, Instructional Coach and appraiser will occur to determine how assistance will be provided.

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## 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 preservice: These educators remain in NE1 until the end of their first full year (approx. 18 months). A specific timeline is developed for NE hired after preservice.

**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 administrator <u>must</u> indicate to Human Resources 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. (see later pages under Struggling Educators) 128

## Appendix C

New Educator Appraisal Requirements	Due Date
NE1/NE1 Extended	
<ul> <li>Appraisal Overview – placement and expectations for current year</li> <li>Pre-conference, scheduled observation (30 min. minimum), Post-Conference – online tracking system form</li> </ul>	Sept. 15 Oct 15
<ul> <li>Summative Evaluation – online tracking system form</li> <li>Formal Observation (scheduled or unscheduled) /Post-Conference —online tracking system form</li> <li>Summative Evaluation (online tracking system form) - includes the following Educator-completed</li> </ul>	End 1st Sem. March 30 April 30
components: o Student Performance Results Summary (online tracking system form) — Data from current year (as available)	April 1
o Educator Standards/Indicators/Rubrics (online tracking system 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.	April 30
NE 2	
<ul> <li>Appraisal Overview—Placement and expectations for current year</li> <li>Collect &amp; analyze student performance data, reflect, implement planned actions to improve learning</li> <li>Formal Observations (scheduled or unscheduled) /Post-Conference— online tracking system form—Preconference required if a scheduled observation is set</li> <li>Summative Evaluation (online tracking system form) - includes the following Educator-completed components:</li> </ul>	Sept. 15 Ongoing Nov. 15 & Mar. 30 April 30
<ul> <li>o Student Performance Results Summary (online tracking system form) Data from current year (as available). The educator may choose to include additional past data.</li> <li>o Educator Standards/Indicators/Rubrics (online tracking system 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.</li> </ul>	April 1 April 30
NE 3	
<ul> <li>Appraisal Overview – placement and expectations for current year</li> <li>Collect &amp; analyze student performance data, reflect, implement planned actions to improve learning</li> <li>Formal Observation (scheduled or unscheduled) /Post-Conference — online tracking system form—Preconference required if a scheduled observation is set</li> </ul>	Sept. 15 Ongoing Feb. 15
NE 4	
<ul> <li>Appraisal Overview – placement and expectations for current year</li> <li>Collect &amp; analyze student performance data, reflect, implement planned actions to improve learning</li> <li>Summative Evaluation (online tracking system form) - includes the following Educator-completed components:</li> </ul>	Sept. 15 Ongoing Feb. 15
o Student Performance Results Summary (online tracking system form) Data from current year (as available) & previous year. The educator may choose to include additional past data.	Jan. 15
<ul> <li>o Educator Standards/Indicators/Rubrics (online tracking system 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.</li> </ul>	Feb. 15

## **Appendix C**

## **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 and educator will discuss options for assistance and support (ie: observing other professionals, Instructional Coach support, additional training). Should providing support and conducting more observations not prove sufficient, 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> <li>Appraisal Overview – Outline placement and expectations for current year</li> <li>Collect &amp; analyze student performance data, reflect, implement planned actions to improve learning</li> </ul>	Sept. 15 Ongoing
Year 3	
<ul> <li>Appraisal Overview – Outline placement and expectations for current year</li> <li>Collect &amp; analyze student performance data, reflect, implement planned actions to improve learning</li> <li>Summative Evaluation (online tracking system form) - includes the following Educator-completed components:         <ul> <li>o Student Performance Results Summary (online tracking system form)—Data from current year (as available) &amp; 2 previous years. The educator may choose to include additional past data o Educator Standards/Indicators/Rubrics (online tracking system 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</li> </ul> </li> </ul>	Sept. 15 Ongoing Feb. 15 Jan. 15 Feb. 15
NE 3	
<ul> <li>Appraisal Overview – Outline placement and expectations for current year</li> <li>Collect &amp; analyze student performance data, reflect, implement planned actions to improve learning</li> <li>Summative Evaluation (online tracking system form) – includes the following Educator-completed components:         <ul> <li>o Student Performance Results Summary (online tracking system form) – Data from current year (as available). The educator may choose to include additional past data.</li> <li>o Educator Standards/Indicators/Rubrics (online tracking system File Library document) –</li> </ul> </li> </ul>	Sept. 15 Ongoing April 30  April 1  April 30
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.	7,550

## **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 (online tracking system form) [NOTE not required for NE 1 at end of 1st semester]:
- Complete and submit by the due date (Listed in charts in this document)

## Form has three sections:

- **Student Performance Data:** Include the name of each performance measure, the date each measure was administered/collected, and the results.
  - o Review the required Student Performance Measures and/or those determined through collaboration with appraiser. Self-selected measures may be included at the discretion of the educator/teacher.
  - o Collect/compile data from 3 or more measures, current and past.
- Analysis: Include highlights and pertinent information about your student performance results. Identify strengths and areas for growth as an educator.
- 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 is automatically imported into the Summative Evaluation form that will be completed by the appraiser.

**Standards 1-5 - Self-Reflection** (online tracking system 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.

## <u>Step 3: Appraiser prepares for the Summative Evaluation Conference.</u>

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. To include:

- Formal scheduled observations Minimum 30 min.; scheduled with a required pre-conference; required post conference within approximately 5 working days; required written summary (online tracking system template)
- Formal unscheduled observations- minimum 30 minutes- optional post-conference unless the purpose of the observation is to provide support to the educator in which case a post conference is required.
- Informal observations 30 minutes or less; scheduled or unscheduled; with or without post-conference
- 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
- Collaboratively developed Parent/Student/Staff surveys
- Administrator/appraiser and educator previous conference summaries

Appendix C	
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While a formal observation always results in written feedback, when an appraiser is walking around the school, a written note might not be left. Issues of concern which will result in an educator being rated as Developing or Ineffective on the Educator Rubrics should have been presented in a written form and shared with the educator prior to the Summative Evaluation. These records should be placed in the working portfolio. When an educator is consistently performing at a less than Effective level, the appraiser will increase formal, documented observations.

Administrators maintain supervisory responsibility for all staff on a day-to-day basis. Administrative interactions may impact a staff member's appraisal.

#### Step 4: Summative Evaluation Conference is conducted.

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

#### Step 5: Appraiser completes Summative Evaluation form (online tracking system).

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 and prior conversation about concerns 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 (separate action not needed for each data measure)
- Ineffective (I): The Student Performance Results Summary is not provided, includes no measures, no analysis, and/ or no plans 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:
  - o If an educator has 3 A's and 3 E's, the appraiser will determine the overall rating of either A or E.
  - o If an educator has 4 or more A's, the overall rating is A
  - o 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:
  - o If an educator has only 1 D rating, the overall rating is E
  - o If an educator has 2 or more D ratings, the overall rating is D o If an educator has only 1 I rating, the overall rating is D
  - o 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 acknowledgment.

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.

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 online tracking system CERT: Action Plan form to the Leaders for Learning (PDC).

## **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 and will maintain sole responsibility for the appraisal of the struggling educator. 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 using the online tracking system File Library Template, 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 Instructional Coach, colleagues, PLC members
- Attend training/professional development sessions
- Allow someone to videotape them teaching or self-video and reflect
- Record reflections from model lessons (Instructional Coach, 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
- Record a lesson for collaborative reflection
- 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

## **Appendix C**

#### **Instructional Coaches:**

Instructional Coach support is provided NE1 and NE1 extended. Approval is needed from the Coordinator of Coaching and Human Resources for NE2, NE3, NE4 and Career Educators to receive short-term Instructional Coach support. Collaborative conversations with the educator, Instructional Coach and appraiser will occur to determine how assistance will be provided and progress toward identified goals.

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

## **Struggling New Educator**

Modified Timeline and Requirements  See New Educator Appraisal Requirements Chart (earlier in document) for additional requirements/dates.	Due Date
Additional support/feedback provided, additional observations/conferences (scheduled and unscheduled), various strategies used to collect information, written records kept	Ongoing
o NE1: Communication increased among the educator, appraiser, and Instructional Coach, including a 3-way conference, with improvement expectations outlined by the appraiser. After this point, Instructional Coach feedback shared with both the educator and appraiser.	2nd quarter
o NE2, NE3, NE4: Increased communication between educator and appraiser	Ongoing Prior to notifying HR by
<ul> <li>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</li> </ul>	, , , , , , , , , , , , , , , , , , , ,
HR notified and employee made aware of notification regarding concerns as soon as concerns are noted.	Dec. 1
<ul> <li>Summative Evaluation – Mid-Year; online tracking system form         o NE1 Only: —online tracking system Form         o NE2, NE3, NE4: Completed as appropriate; determined by appraiser and HR</li> </ul>	Dec. 1 or soon as possible Dec. 1 Feb. 15 or earlier NE1—Mar. 1
• 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.	NE2—Feb. 15
<ul> <li>Formal Observation/Conference (prior to Summative Evaluation; scheduled or unscheduled)—online tracking system Form         <ul> <li>NE1, NE2: Required</li> <li>NE3, NE4: As appropriate</li> </ul> </li> </ul>	NE3, NE4—as needed Mar. 15 (or earlier) Feb. 15
<ul> <li>Summative Evaluation (including Student Performance Results Summary)—online tracking system Form o NE1, NE2, NE3 o NE4</li> </ul>	

#### 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

Appendix C
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## **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. NE4 may be considered for this process based on need.

**Referral:** The Appraiser, following identification and documentation of needed growth, completes the Assistance Referral (online tracking system File Library Template) that shows what support was provided 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 (online tracking system File Library Template) and assist the Participant in achieving the Plan goal(s). The IA reports directly to the Panel by completing Assistance Reports (online tracking system 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 by reviewing all relevant documentation, including but not limited to:

- o Evidence accumulated by the appraiser identifying areas of concern
- o Evidence of observations/conferences completed to provide support to the educator
- o The Building Support Plan, including documentation of supports provided and progress logs

The panel shall provide 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

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:
  - o The Assistance Action Plan (online tracking system File Library Template) is developed by the IA with input from the employee and appraiser 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.
  - o Once the Panel approves the Plan, the co-chairs will sign the plan to signify Panel consensus.
  - o The Participant is responsible for implementing the actions in the Plan.
  - o 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.
  - o The IA is responsible for coordinating the implementation of the Plan, reviewing and modifying as needed.

## **Appendix C**

#### **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 (online tracking system 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 (online tracking system File Library Template). Starting with the third report, the IA marks each goal as: Effective, Effective-Monitoring, Developing/Continued Need, or 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 IA, the Participant, and/or the Appraiser may request to meet with the Panel.

#### **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**

New Educators
(NE=New Educator; SNE=Struggling New Educator)
New Educator 1 & Extended New Educator 1
Appraisal OverviewPrior to Sept. 15
• Observation/Conference (scheduled)Oct. 15—0
(Includes pre-and post-observation conferences)
• SNE Additional Obs/Conferences Dec. 1 Notify HR
• 3-way Conference
(Instructional Coach, educator, admin)
• SNE Summative Evaluation
NE Summative Evaluation End of 1st Semester-O
• SNE – New or Ongoing Concerns Feb. 15 Notify HR
• SNE Observation/Post-Conference March 1—0
• SNE Summative Evaluation
$\checkmark$ Student Performance Results SummaryMarch 1 $−$ 0
✓ Rubric Self-Reflection
• NE Observation/Post-Conference
• NE Summative Evaluation
$\checkmark$ Student Performance Results SummaryApril 1 $−$ 0
✓ Rubric Self-Reflection

(NE=New Educator; SNE=Struggling New Educator)
New Educator 2
• Appraisal OverviewPrior to Sept. 15
• Observation/Post-Conference Nov. 15—O
• SNE Additional Obs/Post Conferences Dec. 1 Notify HR
• SNE Observation/Post-Conference
• SNE – New or Ongoing Concerns Feb. 15 Notify HR
• SNE Summative Evaluation
$\checkmark$ Student Performance Results SummaryFeb. 15 $−$ O
✓ Rubric Self-Reflection
• NE Observation/Post-Conference March 30—O
• NE Summative Evaluation April 30—O
$\checkmark$ Student Performance Results SummaryApril 1 $−$ 0
✓ 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.

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(NE=New Educator; SNE=Strugglir	ng New Educator)
New Educator 4	
Appraisal Overview	Prior to Sept. 15
• SNE Additional Obs/Post-Confer	rences Dec. 1 Notify HR
• Summative Evaluation Feb. 15—	-0
√ Student Performance Result  § 1. Student Performance Result  § 2. Student Performance Result  § 3. Student Performance Result  § 3. Student Performance Result  § 4. Student Performance Result  § 4. Student Performance Result  § 5. Student Performance Result  § 5. Student Performance Result  § 6. Student Performance Result  § 7. Student Performance Result  § 8. Student Performance Result	ults SummaryJan. 15—O
✓ Rubric Self-Reflection	

Career Educators (CE) - 3 Year Cycle
Career Educator Year 1
o Appraisal OverviewPrior to Sept. 15
Career Educator Year 2
o Appraisal OverviewPrior to Sept. 15
Career Educator Year 3
o Appraisal Overview
o Summative Evaluation
✓ Student Performance Results SummaryJan. 15—0
5 Student Ferrormance Results Summary

Transition Year (Career Educator Only)	
o Appraisal Overview	Prior to Sept. 15
o Summative Evaluation	April 30—O
✓ Student Performance Results Summary	April 1—0
✓ Rubric Self Reflection	April 30

#### KEY:

- o Circles denote items Appraiser completes
- Checks denote items Educator completes & Appraiser reviews/approves
- O Indicates online tracking form when connected to due date

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## **Appraisal Tracking System**

For tracking purposes, the Olathe Public Schools uses an online tracking system (Frontline Professional Growth) for professional development and appraisal (educator evaluation). Most appraisal forms are completed in the online tracking system. Additional appraisal templates and the Educator Standards/Indicators/Rubrics are available in the online tracking system File Library.

Educator electronic acknowledgment of a form in the online tracking system is an "official" signature. The educator may add an optional response to any form within 2 weeks by using the Educator Comments form (online tracking system File Library template). The Final Evaluation Summary in the online tracking system 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 online tracking system My Evaluations 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 (previous page) and Educator Responsibilities in Appraisal document (online tracking system File Library) help the educator.
- Appraiser: The Appraisal Due Dates chart (previous page) and Appraisal Tracking Form (online tracking system File Library) help the appraiser.

#### **Appraisal Documents**

>>>found in online tracking system File Library

- Core Expectations, Standards, Indicators, and Rubrics General Educator and those unique to specific positions
- Templates for appraisal forms used in addition to online tracking system forms
- Educator Comments
- Building Level Support Plan
- 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

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## **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 Instructional Coach support). For new educators entering New Educator 3 or New Educator 4, the appraiser can request that the educator receive short-term Instructional Coach 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.
  - o Maintain the current Career Educator process and identify Planned Actions for focus in new position.
  - o 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:
  - o By April 1, educator completes Student Performance Results Summary (online tracking system form) with data from current year (as available). The educator may choose to include additional past data.
  - o By April 30, feedback from the appraiser on the Summative Evaluation (online tracking system form).
  - o An appraiser can request that the educator receive Instructional Coach Transition Support (which includes approximately 5 consultations) from the Coordinator of Coaching for individuals in the Transition Year.

#### **Returning Educators**

- Educators who left district in New Educator process Return to New Educator 1 process (with Instructional Coach support)
- Educators who left district in Career Educator process
  - o Gone for 5 years or fewer Placed in Transition Year for One Year
- Instructional Coach Support for Returning Hire in Transition Year
- A minimum of quarterly contact Additional support as determined necessary by appraiser
  - o 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

<u>Final Thoughts...Appraisal is an ongoing, collaborative process based on open communication and rooted in standards of excellence.</u>

Appraisal Brochure is included in the Negotiated Agreement: 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, July 2018, Updated August 2019

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

# **APPENDIX D: SEPARATING AND GRIEVANCE**

- Separating From A Position Worksheet
- Grievance Form



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

Also if applicable for this employee's position:

- o locations of any documentation of legal matters, anecdotal records on student performance, or records of incidents past, or in progress
- 3) Develop and gain approval for a succession plan, including meeting with the successor when possible. The plan shall include, but not be limited to:
  - o A draft overview of what materials will be provided to the incoming replacement
  - o If applicable, the date, time, and place of the transition meeting or meetings & topics to be discussed
  - o 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:

- o The supervisor of the departing employee shall consult with an HR Administrator regarding the above outlined aspects of this procedure that would be required in lieu of a face-to-face meeting between departing and incoming employees.
- o 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	
Form Available in 1-7one/Departme	ents/HR/Forms			

Olathe Public Schools Policy GBZH, Negotiated Agreement	
GR	IEVANCE FORM
	GRIEVANCE DATE:
NAME OF PERSON FILING GRIEVANCE:	
BOARD POLICY ALLEGED TO HAVE BEEN VIOLATED:	
PERSON OR PERSONS ALLEGED TO BE RESPONSIBLE FO	OR CAUSING SUCH EVENTS OR CONDITIONS:
GENERAL STATE OF GRIEVANCE:	
REDRESS SOUGHT BY AGGRIEVED PARTY:	
SIGNED:	
	Aggrieved Party
DATE RECEIVED BY PRINCIPAL:	
Form Available in O-Zone/Departments/HR/Forms	

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Appendix D

FORM GR-1

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