

MASTER AGREEMENT

2011-12

The Master Agreement was developed mutually between the Lawrence Education Association and the Lawrence Public Schools Board of Education.



Lawrence Public Schools
Lawrence Education Association
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SIGNATURE PAGE

The Board of Education of the Lawrence Public Schools and the professional employees bargaining unit as represented by the Lawrence Education Association enter into this negotiated Master Agreement upon ratification by the aforementioned parties as affirmed by the signatures below.

Chief Negotiators:



Board of Education
Kyle Hayden

8-8-11

Board of Education
Date of Signature



Lawrence Education Association
David Reber

8/8/11

Lawrence Education Association
Date of Signature

Article 1
ASSOCIATION INFORMATION FOR ALL PROFESSIONAL EMPLOYEES

The Board of Education agrees to include official LEA correspondence in conjunction with “Welcome” information provided by the superintendent, or superintendent's designee, to professional employees, prior to each school year. This will include the opportunity for the LEA president or designee to address new professional employees during new professional employee orientation.

Article 2
ASSOCIATION PRIVILEGES

The Board of Education agrees to certain privileges for the Lawrence Education Association as the exclusively recognized professional employee organization and negotiation agency representing all professional employees. These privileges will include payroll deduction for membership dues and the use of all tools available for professional employees to communicate with other staff members within the school district, as long as such use does not incur additional expense to the Board of Education. The Association will have access to school facilities for meetings. Association night meetings shall be scheduled where an evening custodial staff is on duty.

Article 3
DURATION CLAUSE

This article shall govern the rights as provided in the Master Agreement between the Board of Education and the Association during the effective period from July 1, 2011, through June 30, 2012. This article together with all the terms, conditions, and effects thereof, shall expire on June 30, 2012. It is not the intent of this article to avoid application of existing court rulings holding that a prior year's agreement continue in effect until a new agreement is reached. It is the intent of this article to terminate the 2010-11 Master Agreement on June 30, 2011, unless extended by the application of such rulings. Unless otherwise stipulated during the negotiations process the dates in this article will be changed to reflect the new agreement upon its ratification by both parties.

Article 4
MEDICAL EXAMINATION

All professional employees are required to have a medical examination at the time they are first employed in Lawrence Public Schools. Each professional employee shall submit evidence of his/her physical condition by having a pre-placement medical examination conducted by the provider designated by the Board of Education. Expenses incurred for such examination are the responsibility of the Board of Education. Failure to report for the scheduled medical examination or to cancel and not reschedule an appointment will result in the professional employee assuming the cost of the examination.

The Board of Education shall retain its right to require medical examinations when the physical or mental health of a professional employee, in the opinion of the administration, affects the performance of a professional employee and/or is detrimental to the health of the students. Such exams shall be at the Board's expense. The Board shall have the right to

select the physician and determine the nature of the examination. The Board's representative shall receive a report as to the professional employee's fitness for duty. Human Resources shall provide the professional employee a copy of the fitness for duty report.

Lawrence Virtual School professional employees living more than 50 miles from Lawrence may submit documentation of a physical examination from a licensed physician of their choice at their own expense.

**Article 5
DELETED INTENTIONALLY**

**Article 6
VOLUNTARY PAYROLL DEDUCTIONS**

On written authorization from a professional employee at the appropriate time, the Board shall deduct from the salary of the professional employee and make appropriate remittance for:

1. Association Dues - The Board shall deduct one-eleventh (1/11th) of the dues from the regular salary check of the professional employee each month (October through August). A professional employee may join the Association through payroll deductions at any time during the year by giving the district thirty (30) calendar days notice. Amounts to be deducted shall be supplied to the Board through a schedule established by the Association. Prior authorization existing on the effective date of this agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the professional employee. The Board shall transmit to the Association the total monthly deduction for the professional dues as soon as possible after the last payroll of the month and no later than fifteen (15) calendar days following the certified payroll with a listing of the professional employees for whom the deduction was made.
2. Annuities - Professional employees may establish annuities with an eligible company in accordance with Federal and State regulations and the provision of this policy. A company will be considered eligible if it meets Federal and State regulations and allows the employer to comply with all Federal and State regulations. The company must also have on file a signed Information Sharing Agreement with the district or the district's Third Party Plan Administrator. New companies participating in the program must have a minimum of ten (10) participants. Any company currently participating in the program may remain in the program until the number of participants reaches zero, at which time it must meet the new company requirement of ten (10) participants to be considered eligible.

Professional employees may establish or change an annuity during any of four (4) enrollment periods. Information must be submitted no later than August 20, November 20, February 20 or May 20 to become effective for the following benefit periods (September – November; December – February; March – May and June – August). An annuity may be terminated at any time.

The Board shall deduct the sum authorized by the professional employee each month. The payments shall be remitted to the annuity company no later than five (5) contract

days after the last classified payroll of each month, providing the billing from the annuity company has been received by the district.

3. United Way of Douglas County
4. KU Credit Union
5. Additional life and dependent life option.
6. Cancer and Specific Disease Insurance - (1st time enrollment for previously employed personnel with pre-existing conditions.)
7. Salary Protection Insurance - Rates to be based on base salary
8. Lawrence Schools Foundation

Hold Harmless Clause:

The Association and its members shall assert no claim against the district, its Board of Education and members there of, or district professional employees and agents, for any act or omission relating to this article and the implementation of the provisions of this article.

**Article 7
CONTRACT FOR PROFESSIONAL EMPLOYEES**

The Board of Education will offer the Professional Contract as adopted. The attached Appendix A is a copy of the contract.

Notification of the Board of Education's intention to not offer a contract to a professional employee or the professional employee's intention to not continue all or part of his/her contract will occur in accordance with Kansas State Statute KSA 72-5437. The dates for notification are referenced in the table below. State Statute KSA 72-5412 allows for possible suspension of the teaching certificate if notification deadlines are not met and if the professional employee fails to satisfy continuing contract obligations.

Contract Year	Board of Education Notification Date	Professional Employee Notification Date
2011 - 2012	May 18, 2012	June 1, 2012
2012 - 2013	May 17, 2013	May 31, 2013
2013 - 2014	May 16, 2014	May 30, 2014
2014 - 2015	May 15, 2015	May 29, 2015
2015 - 2016	May 20, 2016	June 3, 2016

Should the District decide to terminate or non-renew a part-time non-probationary professional employee, said professional employee shall have the same right to notice and a due process hearing as a full-time professional employee.

Article 8 SALARY SCHEDULE

Schedules

The salary schedule for certified professional employees is set forth in Appendix B. Part-time professional employees will be paid on a prorated basis of the teaching load.

Placement and Advancement on the Salary Schedule

A. Placement on Salary Schedule

Each new professional employee shall be placed on the appropriate lane of the salary schedule using section B of this article. New professional employees will be placed on the appropriate level of the salary schedule after being given credit for all years of outside, comparable professional experience in a duly accredited school prior to their starting date with USD 497 using the agreed upon transition plan. Experience from schools or organizations accredited by agencies other than a state agency governing educational entities may be accepted for placement on the salary schedule at the discretion of the designated administrator within the Human Resources Department. Requests for additional credit for non-teaching experience may be submitted to the Human Resources Department for evaluation.

B. Educational Lanes

Professional employees on the certified salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For a professional employee to advance from one educational lane to another, he/she shall file the required evidence of additional credit with the superintendent's designee no later than August 20, or the preceding Friday, of each academic year. Pay adjustment for additional educational credit shall be made only once annually. It is understood that "hours beyond" as used below means hours earned after the conferring of the respective degree. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations: New England Association of Schools and Colleges, Middle States Association of Colleges and Schools, North Central Association of Colleges and Schools, Northwest Association of Schools and Colleges, Southern Association of Colleges and Schools, Western Association of Schools and Colleges, Accrediting Association of Bible Colleges.

For the purpose of initial placement and advancement on the salary schedule, training levels are defined as follows:

Bachelor's Degree - At least a bachelor's degree

* Bachelor's + 10 - At least 10 semester hours beyond a bachelor's degree in related field; graduate hours in a field related to the teaching assignment or professional development in-service points which have been validated by the district's professional development council. Any graduate hours earned must be earned through a college

or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.

- * Bachelor's + 20 - At least 20 semester hours beyond a bachelor's degree in related field; graduate hours in a field related to the teaching assignment or professional development in-service points which have been validated by the district's professional development council. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.
- * Bachelor's + 30 - At least 30 semester hours beyond a bachelor's degree in related field; graduate hours in a field related to the teaching assignment or professional development in-service points which have been validated by the district's professional development council. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.
- * Master's - A master's degree in a field which is related to the teaching assignment. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.
- * Master's + 10 - At least 10 semester hours beyond the master's degree in a related field; graduate hours in a field related to the teaching assignment or professional development in-service points which are in a field related to the teaching assignment. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.
- * Master's + 20 - At least 20 semester hours beyond the master's degree in a related field; graduate hours in a field related to the teaching assignment or professional development in-service points which are in a field related to the teaching assignment. Any graduate hours earned must

be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.

- * Master's + 30 - At least 30 semester hours beyond the master's degree in a related field; graduate hours in a field related to the teaching assignment or professional development in-service points which are in a field related to the teaching assignment. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.
- * Master's + 40 - At least 40 semester hours beyond the master's degree in a related field; graduate hours in a field related to the teaching assignment or professional development in-service points which are in a field related to the teaching assignment. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.
- * Master's + 50 - At least 50 semester hours beyond the master's degree in a related field; graduate hours in a field related to the teaching assignment or professional development in-service points which are in a field related to the teaching assignment. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.
- * Master's + 60 - At least 60 semester hours beyond the master's degree in a related field; graduate hours in a field related to the teaching assignment or professional development in-service points which are in a field related to the teaching assignment. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting associations is available at the end of paragraph 1, section B of this article.
- Ph.D./Ed. D. - A doctorate in a field which is related to the teaching assignment. Any graduate hours earned must be earned through a college or university accredited by one of the regional accrediting associations. A list of accrediting

associations is available at the end of paragraph 1, section B of this article.

Professional development impact points (based on knowledge points earned prior to June 1, 2007) earned by certified personnel, while employed as a professional employee of USD 497, pursuant to an Individual Development Plan (IDP) approved by the local Professional Development Council and validated in accordance with procedures of the council, will be applied toward horizontal movement on the salary schedule.

Professional development application and impact points, (based on knowledge points earned after June 1, 2007) earned by certified personnel, while employed as a professional employee of USD 497, pursuant to an Individual Development Plan (IDP) approved by the local Professional Development Council and validated in accordance with procedures of the council, will be applied toward horizontal movement on the salary schedule. For horizontal movement purposes, application points are awarded at 2x the related knowledge points. Impact points will be awarded at the amount, that when added to application points, will total 3x the designated knowledge points. When applying application and impact points to horizontal movement on the salary schedule, twenty points (20) will be equivalent to one (1) hour of graduate credit.

If a professional employee completes a program of course work required by the District in accordance with Article 18, and the required hours cannot be used for horizontal movement on the salary schedule because they are in the maximum:

- a) Bachelors column. The professional employee will receive a \$50 stipend for each hour that could not be used for movement on the salary schedule. In the event the professional employee later earns a Master's Degree, the stipend will no longer apply, and the professional employee shall be given credit for movement on the salary schedule for those required credit hours that could not be applied to movement before the Masters Degree was earned.
- b) Masters or PhD. column. The professional employee will receive a \$50 stipend for each credit hour that could not be used for movement on the salary schedule.

The professional employees receiving the stipend for completing required course work will continue to receive the stipend every year of continued employment in a position that would require the program's course work. If the professional employee is moved from the position by the district, he/she will retain the stipend.

Any doctoral dissertation hours taken beyond 24 (to remain an active, enrolled doctoral candidate) will not count towards salary enhancement.

- C. Professional employees teaching Grades 9 -12 in the Lawrence Virtual School (Course Acquisition and/or Course Recovery) will be compensated on an FTE basis, or on a per pupil basis (if fewer than 40 students enroll), as determined by the administration. *Reference: Appendix B2*
- D. For the 2011-2012 contract year, the district will make a one-time payment of \$1,000 to be paid in December. This amount will be prorated based on FTE and length of contract. The language for Article 8 Section D only applies to the 2011-2012 contract year, it will be removed from subsequent agreements and it is not subject to continuing contract law.

Article 9
FRINGE BENEFITS

HEALTH/DENTAL/VISION INSURANCE

All full-time contracted professional employees are eligible for single coverage. Part-time professional employees who are at least 0.5 FTE are eligible for single coverage on a pro-rata basis as set forth in the following table. The district shall pay the monthly sum of three hundred seventy eight dollars and sixteen cents (\$378.16) per month for 2011-12 for each full-time professional employee for the medical, dental and vision insurance package.

If the actual cost of the monthly premium for the insurance benefit package is less than the monthly sum of three hundred seventy eight dollars and sixteen cents (\$378.16), the employee may apply the difference toward the individual medical buy-up option or reduce the employee cost for employee family, spouse or dependent coverage. Any employee choosing the core single insurance package will have the difference between three hundred seventy eight dollars and sixteen cents (\$378.16) and the cost of the insurance package contributed to a Health Reimbursement Account. HRA contributions for part-time employees will be on a pro-rata basis.

Participation in each plan (medical, dental, vision) is subject to pre-existing conditions as set forth by each carrier and subject to any limitations related to Section 125 regulations.

The district shall pay fringe benefits according to the contract in force on the first working day of the month. For part-time professional employees the district shall pay fringe benefits according to the percent of the employee's contract as shown below:

FTE	Percentage
.95 - 1.00	100%
.85 - .94	90%
.75 - .84	80%
.65 - .74	70%
.55 - .64	60%
.50 - .54	50%
Less than .50	0%

The board will contribute the difference in the premium between the cost of the Qualified High Deductible Health Plan package (health, dental and vision) and three hundred seventy eight dollars and sixteen cents (\$378.16) into the professional employee's Health Savings Account. Any contribution to an employee's Health Savings Account shall be on a pro-rata basis pursuant to the proration table set forth in this article.

In the event that a change in policy is presented by the health carrier(s), the fringe benefit committee as appointed by the superintendent, or superintendent's designee, and the President of LEA will discuss the change(s) and reach a mutual decision.

SECTION 125

Section 125 of the Internal Revenue Code makes it possible for the Board of Education to identify voluntary benefits, as a part of a salary reduction plan. Any benefits identified in the Board's salary reduction plan will not be subject to state and federal income tax or Social Security tax. All contracted professional employees will be eligible for this option but will be restricted from changing participation status during the plan year unless the reason for requested change is a recognized qualifying event according to IRC Section 125 regulations. Identified benefits for salary reduction are:

1. Excess health, dental and vision insurance
2. Cancer insurance
3. Dependent care reimbursement
4. Medical expense reimbursement
5. Medical GAP Insurance
6. Vision Plan Buy-up

Dependent care and medical expense reimbursement will be administered by a third party administrator selected by the Fringe Benefit Committee. The participant will pay the monthly administration costs if such costs are established by the third party administrator.

BENEFITS NOT INCLUDED IN SECTION 125 OR PAID BY THE DISTRICT

Professional employees may continue to purchase the following under the normal salary deduction agreement (not part of Section 125):

1. voluntary tax-sheltered annuities (403B of the Internal Revenue Code)
2. optional life insurance and dependent life insurance
3. salary protection insurance
4. cancer and dread disease insurance (1st time enrollment for previously employed personnel with pre-existing conditions)

Article 10 ADDITIONAL ASSIGNMENTS

The Board of Education and the Lawrence Education Association have agreed on the Supplemental Contract for additional assignments as adopted. The attached Appendix C is a copy of this contract.

Compensation for additional assignments shall be attached to the Master Agreement as Appendix D. This schedule shall indicate the amount to be paid if the position is filled.

The Additional Assignments Sub-Committee, configured of five (5) representatives from both the LEA and the Administration, will make recommendations to the Negotiations teams regarding Additional Assignment Contracts. The committee is charged to

- Identify internal and market inequalities among current positions and make a recommendation to address those areas.
- Continue to study longevity and make a recommendation about how best to replace the current system.
- Compare USD 497 rates to market rates and make recommendations about pay rates.
- Study pay rates for any new positions, only at the direction of Superintendent and/or the LEA President or designee.

Additional Assignment Longevity Factor

Coaches and sponsors may receive increased compensation based on their years of service in school sponsorship of athletic teams and other extra-curricular activities. Credit for experience must be in the assigned position.

Longevity pay shall be awarded based in this manner:

Coaches and sponsors with 0 - 4 years experience shall receive no adjustment in the base salary they received for that additional assignment.

Coaches and sponsors with 5 - 9 years experience shall receive an adjustment equal to \$235.

Coaches and sponsors with 10 - 14 years experience shall receive an adjustment equal to \$465.

Coaches and sponsors with 15 or more years experience shall receive an adjustment equal to \$925.

Additional Assignments not affected by the longevity factor are: HS Additional Class Period, JH Additional Class Period, Compensation for Extra Time, Prep Time/Travel Reimbursement, HS Flag Corps Clinician, HS Bookstore Supervisor, HS Department Chairs, Special Education Coordinators, HS Marching Band, HS Percussions, *Occupational Therapists and *School Psychologists. (*These two positions will be grandfathered in. New professional employees in these two positions will not receive additional assignment reimbursement.)

Placement on the additional assignment longevity scale will be based on experience in an identical position from an accredited school. In order for a district professional employee to receive longevity or increased longevity for a supplemental assignment he/she shall file the required evidence of additional experience with the superintendent's designee no later than August 20, or the preceding Friday, of each academic year. Pay adjustment for additional experience credit shall be made only once annually. Proof of previous experience is the sole responsibility of the professional employee and must be documented by copies of supplemental assignment contract(s) from said accredited school(s). (Appendix E) Any dispute in placement must be submitted to the Human Resources Department in writing by September 20, or the preceding Friday, or within 30 days following the issuance of the supplemental contract if it is issued after August 1.

Experience from schools or organizations accredited by agencies other than a state agency governing educational entities may be accepted for placement on the longevity scale at the discretion of the designated administrator within the Human Resources Department.

Longevity is not awarded for activities in which coaching or sponsorship is shared.

Coaches or sponsors who are contracted in essentially the same activity will retain longevity credit with a different job title and possibly at a different level if the change is due to grade level reconfiguration.

Article 11 EXTRA DUTY ASSIGNMENT

Extra duty may be requested by professional employees in Lawrence Public Schools regardless of building assignment. Such requests shall be submitted on the district form (See Appendix F) to the appropriate building administrator or his/her designee. Selection for duty shall be made by the building administrator or his/her designee to which the duty pertains. All requests will be given fair consideration.

Extra duty assignments, not covered under the additional assignment schedule, shall be compensated at the rate of \$12.50 per hour for non-curricular activities, subject to prior approval by the principal or his designee. Extra duty compensation shall be used only for supervision of students and/or student related activities. Curriculum development activities outside the professional duty day shall be compensated at the rate of \$20.00 per hour, with prior approval by the Chief Academic Officer or her/his designee. Professional employees who are assigned by the principal as a substitute for another professional employee during his/her planning period shall be compensated at the rate of \$20.00 per hour or the pro-rated amount thereof.

Article 12 TRANSPORTATION ALLOWANCE

Professional employees whose duties require travel between two or more schools during the duty day shall be reimbursed at the rate established by the Kansas Secretary of Administration at the time of the District professional employee's use of his/her means of transportation.

Article 13 PAYROLL DATES

Payrolls affected by this agreement shall occur on the twentieth (20th) calendar day of each month. Professional employees may receive payroll via electronic deposit at the professional employee's financial institution as soon as possible, providing that the appropriate arrangements have been made with the payroll department. In the event that arrangements have not been made, the payroll disbursement will be made through other means which can be either check or electronic. Any change to the means of distribution for payroll that is not electronically deposited will be communicated to the affected Professional Employee at least thirty (30) days prior to the change.

The professional employee is not responsible for any fees due to the establishment or maintenance of accounts associated with payroll disbursements via electronic means. However, fees incurred due to personal choices are the employee's responsibility. When a payday falls on a day when school is not in session, except for June and July, payroll distribution will be made on the duty day prior to the scheduled payroll date.

Any professional employee may request to be paid the balance of the contract compensation due upon completion of the professional employee's contractual obligation. The request shall

be in writing by April 1. A professional employee may have an extension of this deadline to May 15, if the Board of Education notifies the professional employee that he/she will not be offered a contract or if the professional employee notifies the Board of Education that he/she does not intend to continue his/her current contract.

This payment is in lieu of payments in regular monthly installments for the balance of contract and shall be dispersed by the last working day of June. This request shall remain in effect until revoked in writing by the professional employee filing the request. Summer payroll for professional employees, other than summer school professional employees, shall be dispersed in the same manner as payroll dispersed during the school year unless other arrangements are made.

Professional employees new to USD 497 may choose to receive a partial payment of their September payroll prior to the regular September payday. The amount of the payment will be equal to \$1000 multiplied by the professional employee's FTE, less appropriate withholdings. The payroll will be issued during the later part of August providing that all of the following conditions are met:

The professional employee has earned compensation in an amount equal to at least the amount of the partial payment working in the primary contract by the date the partial payment is to be issued.

All necessary paperwork including a written request for early partial payment is received in the Human Resources Department by the end of business on the professional employee's first contract day.

Article 14 STUDENT TEACHER/INTERN MONEY

An amount of money equal to the amount allotted by the cooperating university to the school district for the training of student teachers/interns shall be paid to the cooperating professional employee(s) once each semester. From this amount shall be subtracted the employer's share of social security and the District shall also subtract such social security and other taxes applicable to the professional employee as required by law.

Building professional employees may elect to pool money allotted by the cooperating university for the training of student teachers/interns (e.g., when the supervision is accomplished by professional employee teams rather than individual professional employees). The decision regarding the pooling funds or payment of individual professional employees must be made by confidential ballot. A unanimous vote, of only those professional employees who are directly involved in the student teacher/intern supervision, is required in order to pool funds. The vote must be completed prior to the assignment of student teachers/interns.

Use of the pooled funds will also be determined by a unanimous vote of the certified professional employees who are directly involved in the student teacher/intern supervision. The decision about the use of funds will be made prior to the end of each budget year.

Article 15 WORK YEAR

The work year for returning professional employees shall be one hundred eighty-six (186) contract days. The work year for professional employees new to the district shall be one

hundred ninety (190) contract days; one hundred eighty-eight (188) days are compensated within the base contract and two (2) days are compensated at the professional/curriculum development rate as per Article 11: Extra Duty. The work year will include one hundred seventy-five (175) student instructional days and eleven (11) non-instructional days. The non-instructional days will consist of parent/teacher conference days, recording/reporting days, and professional development days. An example of the distribution of non-instructional days is as follows:

Parent/Teacher conference days – minimum of four (4) for elementary schools
minimum of two (2) for middle schools
minimum of two (2) for high school schools

Recording and reporting days – minimum of two and one half (2.5) for elementary, middle school and senior high professional employees

Professional Development days - minimum of four and one half (4.5) for elementary, middle school, and senior high professional employees

Orientation

All professional employees will attend the orientation activities at the beginning of the year. These orientation days are regarded as part of the professional contract. Should it be necessary to be absent from these activities, advance permission shall be received from the supervisor in the same manner that it is acquired for any contract day. If a person is employed after the scheduled orientation, the professional employee will attend orientation activities as scheduled by the administration. One orientation day or the equivalent will be designated as a professional employee work day. By agreement of the LEA President or his/her designee and the Superintendent or his/her designee part of the work day may be used for district events.

Holidays

The following recognized holidays shall be non-contract days:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Christmas Day	Memorial Day

Vacations

The following unpaid vacation periods shall constitute a minimum number of non-contracted days for members of the bargaining unit:

Thanksgiving vacation shall consist of at least two (2) school days of vacation.

Winter vacation shall consist of at least eight (8) school days of vacation. Two of those days shall be the recognized holidays Christmas and New Year's Day.

Spring vacation shall consist of at least 5 school days.

This article shall serve as a guideline for the development of the school calendar no later than February 1 for the subsequent school year. The Superintendent and LEA President will assign committee members. The committee will be comprised of an equal number of LEA representatives and administrative designees and shall develop a calendar based on the above criteria.

Article 16 DUTY DAY

It is necessary that professional employees be available during certain definite times for conferences with students, parents, other professional employees and administrators. For this reason, the following duty days are established:

The duty day for all certified, full time professional employees is eight (8) hours except for Friday and the contract day before holidays when professional employees may leave the building after the need for each particular professional employee to supervise students or participate in collaboration activities has ended.

1. A minimum of twenty-five (25) minutes free of responsibilities during the lunch period will be provided within the duty day.
2. The daily teaching load of the secondary schools will be six (6) teaching periods in a seven (7) period day or six (6) teaching periods in an eight (8) period day.
3. Under this article, the duty day may be extended for up to thirty (30) minutes once each week at the discretion of the building principal.
4. Senior high school professional employees' duty day shall begin fifteen (15) minutes before classes begin each morning and ten (10) minutes before faculty meeting time on late arrival days. The duty day will terminate forty-five (45) minutes following dismissal of regular classes at the close of the school day, except on Fridays and the contract day before holidays when professional employees may leave the building after the need for each particular professional employee to supervise students or participate in collaboration/planning time has ended. It is understood, the forty-five (45) minute duty period following the dismissal of regular classes will begin at the conclusion of the seventh period on those days that all seven periods are taught and shall be a consistent time each day of the week.
5. The professional employee may establish, with mutual agreement between professional employee and supervisor, a plan for long-term flexibility in complying with the specific duty daytime requirements so long as all the educational needs of the classroom are met. Professional employees shall have the right to use professional discretion to vary occasionally from their specific duty daytime requirements in order to meet personal and professional needs. The professional employee must notify his/her supervisor in advance.
6. Conferences between professional employees, administrators, other district personnel and parents will be scheduled in a timely manner to accomplish their intended purpose. Whenever possible, conferences shall be scheduled at a time mutually agreeable to all.
7. On parent-teacher conference days, if a professional employee has several or more conferences outside the duty day, each principal shall have the discretion to excuse the professional employee from the unscheduled portion of the duty day.

8. If a professional employee must fulfill more conferences than can be accomplished in the allotted time, the professional employee's principal shall have discretion to obtain a substitute to allow the remainder of the conferences to be held during duty hours.

9. Principals shall allow professional employees to deviate from the foregoing duty schedule in the event that prior to the time of absence the professional employee satisfies the principal that the following conditions are met:

A. The time absent from school shall be other than during an instructional class period of the given professional employee.

B. The reason for the absence involves the health, welfare, or personal business of the professional employee or his/her family, provided only the nature of the reason and not the details shall be disclosed.

C. The activity to be performed cannot be done outside the duty day.

D. If evidence of abuse is obtained, principals may request exact details of the reason from the professional employee.

10. Professional employees may be required to be on duty, including student supervision, without remuneration:

A. In the event of temporary emergency situations. Emergency situations shall be defined as either an act of God, civil disobedience, illness, injury, or other situations where, in the judgment of the principal, added supervision is needed to avoid possible injury to persons. It is not the intent of this item to prevent general supervision by professional employees to maintain order within the school environment; however, professional employees will not be expected to endanger their own safety to ensure the protection of property.

B. While on field trips.

11. By mutual consent between the principal and the professional employee, schedules may be modified to prevent a professional employee from losing plan time or lunch period.

12. If a professional employee is required to supervise students outside the instructional day, he/she shall receive extra duty pay except for the fifteen (15) minutes before classes commence in the morning. Unpaid supervision shall be performed only in the professional employee's classroom and nearby halls and rest rooms. In the event that a building administrator shall retain a professional employee on extra duty for paid supervision of students following dismissal, extra duty shall be paid from the time of dismissal. Otherwise, a professional employee's obligation for supervision shall end ten (10) minutes following dismissal of classes.

13. If a professional employee is assigned to more than one building and a conflict arises due to assigned responsibilities, the professional employee will report the conflict to the principals of the affected buildings, who will resolve the conflict. The professional employee's primary evaluator will communicate the resolution to the professional employee in writing. The professional employee will follow the direction of his/her primary evaluator.

Article 17
PLAN TIME

Each building principal and/or primary evaluator (if different) shall meet with the building faculty and individual professional employees as necessary to schedule plan time that incorporates the following guidelines.

1. Every full-time Early Childhood and Elementary School professional employee will be provided with seven hours fifty minutes of plan time per ten contract days. Except for Wednesday, no period of time less than 40 minutes shall be considered plan time unless the professional employee and the principal and/or primary evaluator agree yearly that a lesser amount of time is educationally beneficial to students.
2. Every full-time Middle School professional working in a school with an eight (8) period day or the equivalent will be provided with two (2) preparation periods, one of which may be designated as a team preparation. The total plan time, individual and team, will be six hours and thirty-eight minutes. The team plan time may be used by interdisciplinary teams or other instructional teams developed by the building principal and professional employee. Due to the scheduling of collaboration time (see Article 18), preparation time on Wednesdays may vary from week to week. However, the total amount of plan time across weeks will remain unchanged. Reasonable efforts will be made to schedule daily plan time.
3. Every full-time High School professional employee will be provided with five hours and thirty-six minutes plan time per five contract days as per the seven period combination schedule adopted at the high schools. No period of time less than 30 minutes shall be considered plan time, and professional employees will have plan time scheduled each day. The schedule will be “blocked” on days containing at least four full school days as long as the minimum number of instructional minutes can be met during the school year.
4. Meetings will not be scheduled on a regular basis during plan time.
5. Reasonable efforts will be made to limit secondary school professional employees’ course preparations to no more than three (3) different course preparations consistent with the nature of the subject area, the size of the department, the size of the classes, and the special offerings of the department.

The intent of this article is to provide plan time free from any classroom teaching responsibilities for all professional employees without increasing the teaching load of any other professional employee. Exception: a contractual change may increase a professional employee’s load.

Article 18

PROFESSIONAL DEVELOPMENT

A. Collaboration Time

Elementary schools and junior high schools have 90 minutes of collaboration time every Wednesday (or the equivalent for Lawrence Virtual School elementary and jr. high professional employees) for the purpose of collaborative education planning, professional development and curriculum development with the understanding that student contact time will continue to meet state requirements and the length of the professional employee duty day will not change.

Philosophy

Collaboration is an interactive and on-going process where individuals with different expertise, knowledge, or experience work together to create solutions to mutually agreed upon problems. It is characterized by mutual trust and respect and implies assumptions of parity among participants, that all educators can learn better ways to teach and impact the learning of all students, and that educators should be actively engaged in creating, as well as delivering, effective, research-based instructional practices.

Expectations for Collaboration Time

Building administrators and professional employees will work together to determine the content of collaboration. This may include grade level meetings within the building, as well as with colleagues from other buildings to discuss student or instructional needs. Individual Education Plan meetings and Student Improvement Team meetings may be scheduled incidentally during this time; however, they may not be regularly scheduled.

Collaboration time must be used to address building and district goals and may include meetings with support staff on inclusion concerns, to develop lesson modifications or adaptations, Quality Performance Accreditation issues related to student learning, and assessment activities that directly impact student learning.

If a building principal and professional employees agree, full staff sessions may be scheduled during collaboration time to cover topics related to teaming and collaboration skills, curriculum development, and instructional or classroom management strategies.

Collaboration time may not be used for clerical QPA tasks (e.g. data compilation, scoring of student assessments from another school, etc.); individual classroom planning or grading, general faculty meetings, or building administrative tasks (e.g. inventories of building equipment and textbooks).

District Collaboration

Six (6) Wednesdays will be given district priority. The topics and agenda for these district Wednesdays will be based on district priorities to improve teaching and learning. The Collaboration Committee will identify the district days by the end of the previous school year.

Documentation/Evaluation

Building administrators are responsible for the documentation of the activities that occur during collaboration time.

B. Professional Development

Philosophy

High-quality professional development includes rigorous and relevant content, strategies, and organizational supports that ensure the preparation and career-long development of professional employees whose competence, expectations, and actions influence the teaching and learning environment. Professional development not only includes high quality ongoing training programs with intensive follow up and support but also other growth promoting processes such as study groups, action research, and peer coaching, to name a few, and is the joint responsibility of district professional employees and the Board of Education. Professional employees shall be provided opportunities to broaden their experiences and exposure to experts in all facets of education, to interact with peers and colleagues, to share common problems, and to seek solutions to mutual concerns.

Expectations

The district's goal of recruiting, developing, and retaining only high-quality professional employees to educate and support all students and demonstrate the professional employee's value to our community will be supported by the professional development program. This can best be realized through carefully planned professional development programs. The district shall follow the guidelines of the Kansas State Department of Education in developing professional development activities and credits for re-certification. Credits for professional development activities will be determined by the local Professional Development Council according to established guidelines subject to the following conditions.

Leave shall be granted and district funds expended subject to the following conditions:

1. Building principal or primary evaluator's approval and discretion as to how the professional employee's responsibilities will be assigned.
2. Availability of funding.
3. The availability of an appropriate professional development activity related to the professional employee's job responsibility and the building's school improvement plan.
4. The professional employee agrees to share his/her experiences with appropriate professional employees.
5. A professional employee may attend more than one (1) professional development activity at the discretion of the building principal or primary evaluator, provided it

does not diminish the professional development opportunities for other professional employees.

6. Unless there is a need to retain the professional employee in the classroom or assignment.
7. The availability of a qualified substitute to assume the professional employee's responsibility when appropriate.

Use of leave time for professional development is discouraged during the first two weeks and last two weeks of the school year.

Certified professional employees shall have the opportunity to attend professional development activities on dates other than those designated for professional development in the district calendar during the school year.

If the district requires that a professional employee acquire an endorsement in a particular licensure area in order to teach in a particular school, the district will pay for tuition and books for coursework required to obtain such endorsement. For professional employees new to the district, tuition and books will be paid by the district commencing with the first semester of teaching in the Lawrence Public Schools. For a current professional employee transferring within the district, tuition and books will be paid by the district commencing with the first semester following the approval of the transfer. The district shall approve the plan of study and the institution prior to enrollment.

C. Professional Development Council

1. In accordance with state regulations, the Professional Development Council shall be made up of elected members and shall be made up of a minimum of 51% professional employees. Additionally, one at large member shall be elected by the Lawrence Education Association.
2. Any actions of the Professional Development Council that impact an article of this Master Agreement must be negotiated prior to implementation.

Article 19
EVALUATION OF PERSONNEL

Philosophy

In an educational system, the appraisal of professional employee performance seeks to achieve two (2) purposes: 1) to facilitate a process of self-development and growth and 2) to perform an evaluative or judgmental function, the results of which are used for making administrative decisions about professional employees.

Evaluation should be a systematic and continuous process. Evaluation is a shared responsibility which is cooperatively developed between the evaluator and the person being evaluated with a focus on excellence, self-development, and self-growth. The evaluation process includes identifying strengths and weaknesses, setting realistic goals, providing resources, defining responsibilities, identifying solutions, and monitoring progress. If a professional employee chooses to participate in voluntary professional development activities, those activities may be used in the evaluation process.

All persons have a right to be evaluated and guaranteed that such a process shall be realized in a professional, honest, and fair manner. All written documents related to the professional employee's evaluation shall be placed in the professional employee's personnel file and shall be accessible to the person being evaluated.

A goal-driven evaluation process which will meet Kansas Annotated Statutes for evaluation and allow for individualized improvement for all professional employees has been developed and implemented through mutual agreement with the Lawrence Education Association and the Lawrence Public Schools Board of Education. An outline of the procedures follows.

Evaluation Process

Designated Evaluator: The evaluator for each professional employee will be assigned by the superintendent or his/her designee and will be communicated to the professional employee by September 30.

Pre-evaluation Conference: A pre-evaluation conference shall be held between the evaluator and the person being evaluated to initiate the evaluation procedure. This conference may be with individuals or groups and shall be held by September 30. Notice of such conference shall be in writing. An individual pre-evaluation conference may be requested by either party. The purpose of this conference is to review the procedure, explain the criteria, review district expectations, establish evaluation target dates, identify additional data sources, and develop common understanding of the basis for evaluation. Careful attention should be given to the duties and responsibilities of both parties.

Evaluation Process: Reference Kansas State Statutes

<p><u>Probationary Professional employees</u></p> <p>Years 1, 2 and 3*</p> <p>[Use Form E1]</p>	<p><u>Non-probationary Professional employees</u></p> <p>Year 3*</p> <p>Year 4 and beyond</p> <p>[Use Forms E2 . . .]</p>
<p>*Year 3 in district – If professional employees have attained non-probationary status in another Kansas district, professional employees who complete two consecutive years of teaching in the Lawrence Public Schools and are offered a third contract become non-probationary professional employees.</p>	
<p>If there is a break in employment during the initial years before non-probationary status is achieved, the prior service does not count toward non-probationary requirements. For example, if a professional employee has taught two consecutive years, takes a year off and now wants to return, he/she must work three consecutive years and be offered a fourth contract before non-probationary status attaches. There is no credit for the first two years of employment. However, if a professional employee achieves non-probationary status and then takes a year off, he/she returns to the same district as a non-probationary professional employee.</p>	
<p><u>Frequency of Evaluation:</u> Every professional employee in the first two consecutive school years of employment shall be evaluated at least one time per semester by no later than the 60th school day of the semester, except that any professional employee who is not employed for the entire semester may not be required to be evaluated in that semester; and that every professional employee during the third year of employment shall be evaluated at least one time by no later than February 15.</p> <p><u>Observation:</u> The primary evaluator shall observe the person being evaluated in a supervisory or evaluative situation prior to the evaluation conference. Observation data shall be based on a minimum of two visitations of 20 minutes or longer per evaluation by the primary evaluator in the classroom or work site. One observation is to be cooperatively scheduled and the second is to be held following one (1) day's prior notice. All monitoring or observations for the purpose of evaluation of a professional employee's performance shall be conducted openly and with the knowledge of the professional employee.</p> <p>For professional employees in the Lawrence Virtual School, communication logs, copies of e-mails, self-evaluations, and parent/student surveys will be used in</p>	<p><u>Frequency of Evaluation:</u> All non-probationary professional employees will be evaluated annually to verify that they meet the district expectations for Lawrence Public Schools. The professional employee and the primary evaluator will complete the <i>Evaluation: District Expectation Form</i> (Form E2) and submit it to the Human Resources Department no later than November 1.</p> <p><u>Professional Employee Meets District Expectations:</u> If the primary evaluator determines that a professional employee meets district expectations, the primary evaluator will meet with the professional employee to develop or review the <i>Individual Growth Plan</i> (Form E3).</p> <ol style="list-style-type: none"> 1. A goal will be developed or reviewed during a conference between the primary evaluator and professional employee. A professional employee who meets district expectations is expected to record one of their professional development goals on the district's professional development system (mlp.com). 2. The professional employee remains primarily responsible for determining the goal, but may seek direction and guidance from the primary evaluator and others. District and building goals may serve as a guide in

<p>lieu of observations.</p> <p><u>Data Collection Process (Optional):</u> The evaluator shall have primary responsibility for conducting the evaluation and may request additional data from other sources. The person being evaluated may also collect data from sources other than the primary evaluator. Data may be collected from an "outside" administrator, educator, students, peers, parents, and/or self-evaluation. If this step is used, the procedure shall be clearly defined in the pre-evaluation conference or at a later conference.</p> <ol style="list-style-type: none"> 1. <u>Outside Administrator or Educator Observation:</u> Another administrator or educator (other than the primary evaluator) may be asked by the professional employee or by the primary evaluator to assist in the data collection process. This person may be selected for his/her unique expertise, perspective, or knowledge. The outside administrator or educator shall focus on the defined evaluation areas or the job description. Notes from the observation shall be submitted to the immediate supervisor and the professional employee. Such information may be helpful in the self-evaluation process and may provide additional data to both parties. 2. <u>Student Survey:</u> Professional employees may wish to survey present and former students as a method of collecting data. All survey forms should be administered with discretion so as to protect the rights of the respondent and to insure open and honest responses. 3. <u>Peer Observations:</u> Professional employees may wish to collect data from their peers. If a peer observation is selected as a means of data collection, arrangements shall be made for a substitute. The primary evaluator can limit the number of requests for substitutes. Documentation of the observation will be submitted to the primary evaluator and the professional employee. 4. <u>Parent Survey:</u> Professional employees 	<p>developing the goal.</p> <ol style="list-style-type: none"> 3. The goal will: <ol style="list-style-type: none"> a. impact students in a positive way, b. encourage professional growth, c. be valid, meaningful, and relevant, d. define professional development needs. 4. Goals will be written in increments not to exceed three years 5. Resources/support needs, methods/strategies, and indicators of progress will be cooperatively decided by the professional employee and the primary evaluator. 6. If during the year the professional employee and the primary evaluator determine the goal has been achieved earlier than expected or the goal is no longer appropriate, the goal may be modified, or a new goal may be written. <p>Upon completion of the identified goal, a <i>Final Summary Appraisal</i> (Form E4) will be written and submitted to the Human Resources Office.</p> <p><u>Professional employee Meets Most District Expectations:</u> (Use Form E2) This professional employee meets most district expectations; however, the areas under continued development are noted on Form E5.</p> <p><u>Professional employee Does Not Meet District Expectations:</u> If at any time during the year the primary evaluator determines that a professional employee does not meet a district expectation, a conference will be held to discuss the concerns. During this conference, the professional employee may provide documentation that may show evidence of meeting the expectations and/or have suggestions for improvement.</p> <p>However, if at this conference or a later date the primary evaluator determines that a written plan (Form E6) is needed, the conference should end. A conference for the purpose of creating or finalizing that written plan (Form E6) should be scheduled. At this conference, the professional employee shall have the right to representation as delineated in <i>Article 21: Representation</i>. The written plan (Form E6) should be submitted to district Human Resources Office within 20</p>
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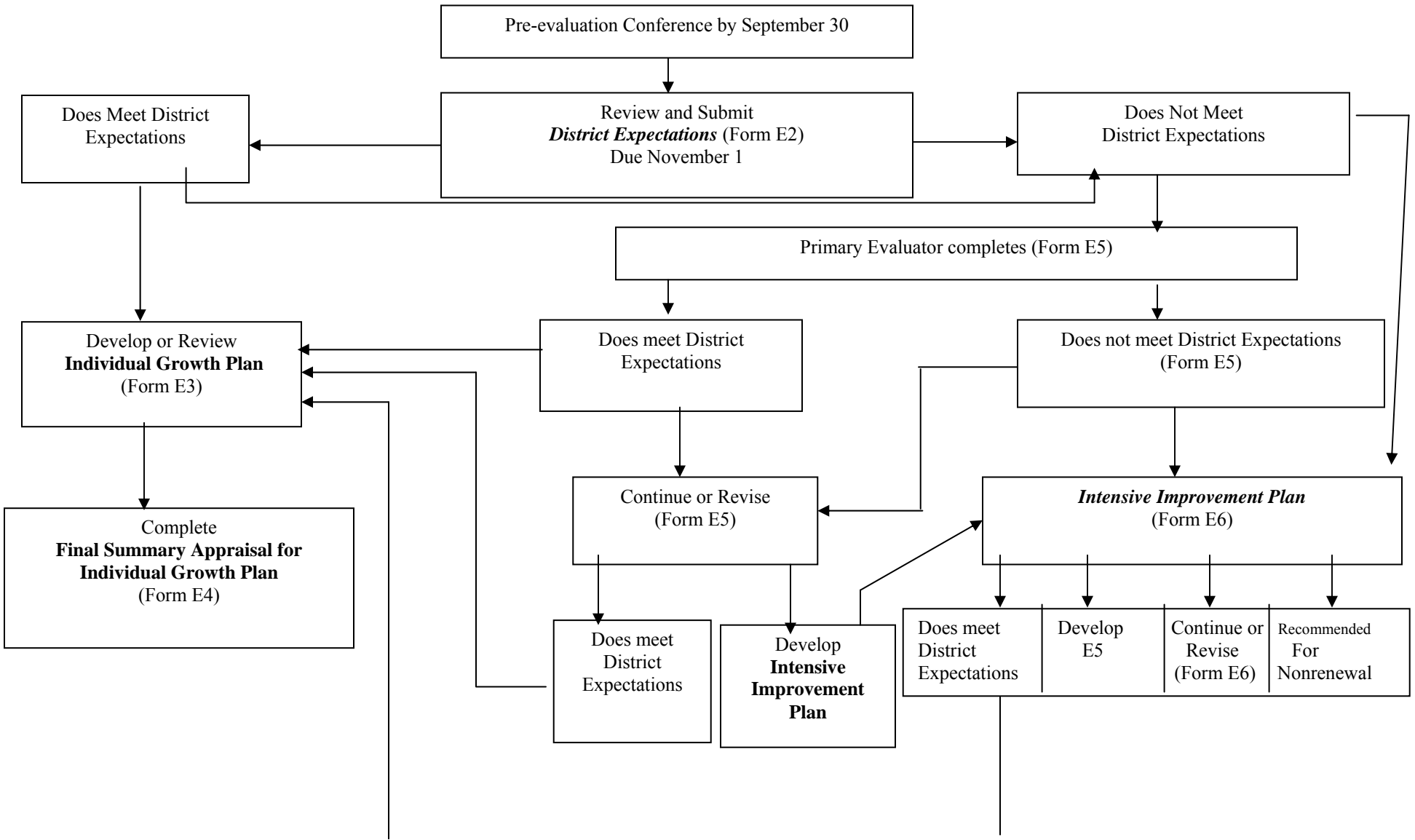
<p>may wish to collect data from parents of present and former students. All surveys shall be mailed to parents (identified cooperatively) and returned to the primary evaluator. Results shall be tabulated by the professional employee and shared with the primary evaluator in the formal evaluation conference.</p> <p>5. <u>Self – Evaluation:</u> Professional employees may wish to self-evaluate their performance using any of the methods described above. Self-evaluation may be a valuable tool in the evaluation process.</p> <p><u>Evaluation Conference:</u> An evaluation conference shall be held between the primary evaluator and the professional employee. The purpose of this conference is to:</p> <ol style="list-style-type: none"> 1. Receive and interpret data or other documentation collected by the professional employee (if optional data collection process was used), 2. Discuss the primary evaluator’s observations and evaluation assessment of the professional employee’s performance, 3. Make the recommendations concerning the professional employee’s employment status. <p><u>Written Evaluation Report:</u> The <i>Evaluation: Certified Personnel</i> form (See Form E1) shall be used to document the pertinent information concerning the professional employee's performance.</p>	<p>contract days. The written plan should include an <i>Evaluation: District Expectations</i> (Form E2) and an <i>Intensive Improvement Plan</i> (Form E6).</p> <p>The <i>Intensive Improvement Plan</i> will be reviewed and a recommendation will be submitted to the Human Resources office by April 1, as noted on Form E6.</p> <p><u>Summary:</u> A flowchart outlining this process follows.</p>
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District Office Review: Once both parties have discussed and signed the official document, a copy shall be: a) given to the professional employee, b) retained by the primary evaluator, and c) sent to the District Administration for review and recommendation. A dissenting opinion may be written by the professional employee and attached to the formal document within fourteen (14) calendar days. The professional employee's signature acknowledges that a post-evaluation conference was held and that the professional employee is aware of the contents of the evaluation report. If the professional employee believes that the evaluation procedure has not been followed, the grievance procedure may be implemented.

If the evaluation indicates a recommendation for non-renewal, Kansas State Statutes will be followed.

Appendix G - Evaluation Forms

GOAL DRIVEN EVALUATION FOR NONPROBATIONARY PROFESSIONAL EMPLOYEES



Article 20
EXAMINATION OF FILES

A professional employee, upon request, shall have the right to examine his/her personnel file as maintained in the district's personnel office. Credentials and references are excluded from the requirements set forth in this agreement. No derogatory material related to the professional employee's conduct, service, character, or personality shall be placed in the professional employee's file without the professional employee's prior knowledge. Any derogatory material must be clearly dated. Furthermore, the professional employee shall have an opportunity to review the derogatory material and to insert a written response into his/her file. Derogatory material shall be removed after five (5) years, at the employee's request, provided no further derogatory materials have been placed in the file. The professional employee's evaluation documents may not be removed from the personnel file.

Article 21
REPRESENTATION

Any bargaining unit professional employee who is required to attend a meeting with an administrator or supervisor concerning non-renewal, placement on an Intensive Improvement Plan, re-evaluation, or written administrative reprimand may have a representative of the LEA/KNEA/NEA present to assist and/or speak for the professional employee. The professional employee shall be given advanced notice of the topic(s) to be discussed in the meeting.

In addition, if any formal or informal meeting between a professional employee and one or more administrators is perceived to become hostile, any party involved may end that meeting. Another meeting will be scheduled to resolve this issue, with either or both parties having the right to representation.

In both cases, if no representative is available to attend on the first date specified, a delay of one contract day will be granted to arrange representation for said meeting. Every effort will be made to schedule all such meetings before or after the regular school day.

Article 22
GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to determine, at the lowest possible level, if a violation of the negotiated agreement has occurred. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure. It is understood that other methods of problem solving shall continue to be available to professional employees for their use if they so choose.

Definitions

A "grievance" shall mean a written complaint by a professional employee or group of professional employees that there has been a violation, misinterpretation, or misapplication of this agreement. A "grievant" shall mean a professional employee or group of professional employees having a grievance. A "class grievance" shall mean two (2) or more grievances involving the same subject matter processed as a single grievance. The "primary evaluator" shall mean the building principal for classroom teachers and the immediate supervisor for other professional employees or for professional employees who have no building principal.

Consultation

Within ten (10) contract days of an act or condition which may be the basis for a grievance and before invoking the grievance procedure, the professional employee shall consult privately with the primary evaluator to seek a reasonable solution to the problem, or in the alternative, the professional employee shall advise the primary evaluator of the problem in a personal letter. If the problem shall be unresolved after ten (10) contract days following the private conference or receipt of the letter, the professional employee may proceed to file a grievance (Appendix H). It is understood that the professional employee may obtain the advice and counsel of others, including legal counsel, in the preparation of all grievance materials. If the professional employee feels that the problem might become a grievance, he/she should so advise the primary evaluator.

Step I - Primary Evaluator

If the grievant is not satisfied with the disposition of the problem at consultation, or if notice of decision is not given within the ten (10) contract day period, the grievant may file the grievance with the Human Resources Department. The designated administrator within the Human Resources Department shall notify in writing the grievant's primary evaluator and the President of the LEA. The parties shall mutually agree in writing on a date and time for a hearing within five (5) contract days. Such hearing shall be convened within ten (10) contract days of the filing and shall be held outside the normal instructional hours. At the hearing, all parties shall be heard, and no formal rules of evidence or procedure shall be required, and the primary evaluator shall convene and conduct the hearing. The grievant shall be notified in writing of the decision and the reasons therefore within five (5) contract days of the hearing.

Step II - Superintendent of Schools

In the event that the grievant is not satisfied with the disposition of the grievance at Step I, or if written notice of a decision is not given within the five (5) contract day period, the grievant may appeal the matter in writing to the Superintendent of Schools or his/her designee. If the grievant, within five (5) contract days, appeals the grievance to Step II, the parties shall mutually agree in writing on a date and time of a hearing within five (5) contract days. Such hearing shall be convened within fifteen (15) contract days of the appeal and shall be held outside the normal duty hours. The Superintendent of Schools shall have the right to personally hear the testimony, or the testimony shall be heard by his/her designee, provided, however, that no designee who shall hear a grievance at this level shall be a party to the dispute or controversy in question. At the hearing all parties shall be heard. No formal rules of evidence or procedure shall be required, and the Superintendent of Schools or his/her designee shall convene and conduct the hearing. The grievant shall be notified in writing of the decision and the reasons therefore within ten (10) contract days after the hearing. A tape recording shall be made of all oral testimony at Step II. The cost of the record shall be shared equally by the Board of Education and the grievant or the Association if the Association is involved in Step II and Step III. In the event of an appeal to Step III, the record on appeal shall include the tape recording of oral testimony from Step II.

Step III - Board of Education

If the grievant is not satisfied with the disposition of the grievance at Step II, or if written notice of a decision is not given within the ten (10) contract day period, the grievant may appeal the matter in writing to the Board of Education. Upon receipt of the appeal, the Board shall elect to decide the matter based upon written materials submitted by all affected parties during Step II, the written grievance disposition, the tape recording, and the stenographic record from Step II. The Board shall reserve the right to request additional oral testimony at such a hearing. The Board's decision on method of hearing shall be by majority vote of the total Board membership present at the meeting where the Board makes its election. In either event, if the grievant, within five (5) contract days, appeals the grievance to Step III, the grievant shall be notified in writing of the date and time for submission of materials for Board review. Such date shall be within twenty (20) contract days of the appeal. Within ten (10) contract days after receiving the written material, the grievant shall be notified in writing

of the Board's decision and the reason for the decision. The Board's decisions on disposition of grievances shall be by majority vote of the total Board membership present at the meeting or when voting on the submission of written material submitted by the parties.

Large Group Grievance

In the event that twenty-five (25) or more professional employees' grievances are combined or filed together as one (1) grievance, the third and final step shall be a formal hearing before the Board. At the hearing, the Board shall receive verbal evidence. All parties to a group grievance shall be present at each step of the grievance process or shall designate in writing a person to represent them. At the hearing before the Board, the grievant or his/her legal representative shall have the right to make arguments and present evidence and testimony. All parties shall have the right to cross-examine all persons giving evidence. All above time lines shall apply except the ten (10) contract day limitation in the consultation procedure shall be extended to fifteen (15) contract days for a large group grievance.

Association Representation

All professional employees shall have the right to request and be granted Association representation at Steps I, II, and III. The purpose of this representation will be to support the grievant and monitor the grievance procedure. In the event that the Association representative believes the person (s) conducting the hearing has not followed the written grievance procedure, the Association representative will first bring the issue to the attention of the person(s) conducting the hearing. If a satisfactory resolution is not reached, the Association may appeal the issue to the next level of the grievance procedure within 10 contract days. At that time the person(s) responsible for the next level of the written grievance shall examine the procedure used during the hearing in question and shall make a ruling. If the ruling is that the proper procedure has not been followed, the original grievance shall be reheard at the lower level with the proper procedure followed. This appeal will only apply to the hearing in question; it will not address the substance of the original grievance. The Association shall have the right to present its position in writing on the issue in question at Step II and Step III of the grievance procedure; however, if the Association does not present a written position at Step II, it cannot introduce the information at Step III. The district does not have an obligation to notify the association of all grievances. The association shall be advised of the final results of all grievances, but the names of the participants shall not be divulged.

No Reprisals

No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the Administration or of the Board against any grievant, any party in interest, any grievance representative, any member of the LEA, or any other participant in the grievance by reason of such participation.

Miscellaneous

1. All documents, communications, and records dealing with the processing and disposition of grievances shall be filed in a separate grievance file and shall not be kept in any personnel file of any of the participants.
2. All grievances shall be kept confidential.
3. The right to presence of legal counsel shall exist at Step II and Step III for both parties.
4. The grievance procedure shall not be used where the professional employee has a procedure to be heard under state law on Cancellation of Teacher's License (K.S.A. 72-1383), Due Process, Contract Termination (K.S.A. 72-5436), and Evaluation (K.S.A. 72-9001) matters.
5. The filing of a grievance at all levels shall be on the Grievance Form (see appendix H) and shall be reasonably specific as to the nature of the complaint. The grievant should, to the extent possible, describe the alleged event or act giving rise to the grievance including time, date, and place of the event or act and the names and addresses of any witnesses thereto.

6. If the same set of facts is involved in more than one (1) grievance, the grievances shall be combined in a class grievance. The grieved parties or the professional employees' Association may designate two (2) or more grievances as a class grievance.
7. All references to the time deadlines in terms of "day(s)" contained in this article which are not otherwise defined shall mean "contract days" during the school year and "calendar day(s)," excluding holidays and weekends, between school years. The representatives of the parties may waive or extend time lines by mutual agreement in writing.
8. If the grievance as filed does not affect the immediate supervisor or someone under his/her supervision, Step I of the grievance procedure shall be omitted. Other steps may be waived by mutual agreement.
9. It is agreed that a professional employee shall have the right to grieve the procedures and/or the decision/determination of any District agent(s) which may result in a "suspension" and/or placement on "probationary status" pursuant to the provisions of this agreement. Additionally, the District shall be required to have cause for placing any professional employee on said "suspension" and/or "probationary status."

Article 23

PROFESSIONAL EMPLOYEE SUBSTANCE ABUSE

The unlawful possession, use, or distribution of illicit drugs and alcohol by school professional employees on school premises or as a part of any school activity is prohibited. This article is required by the Drug-Free Workplace Act of 1988 and by the 1989 amendments to the Drug-Free Schools and Communities Act, P. L. 102-226, 103 St. 1928.

As a condition of continued employment in the district, all professional employees shall abide by the terms of this article. Professional employees shall not unlawfully manufacture, distribute, dispense, possess, or use illicit drugs, controlled substances, or alcoholic beverages on district property or at any school activity. Compliance with the terms of this article is mandatory. Professional employees who are found violating the foregoing shall be reported to the appropriate law enforcement officers. Any professional employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the superintendent of the conviction within five days after the conviction.

A professional employee who violates the terms of this policy shall be subject to any of the following sanctions:

1. Short-term suspension with pay; and/or
2. Short-term suspension without pay; and/or
3. Long-term suspension without pay; and/or
4. Required participation in a drug and alcohol education, treatment, counseling or rehabilitation program; and/or
5. Termination from employment.

A list of drug and alcohol programs available to professional employees along with names and addresses of contact persons for the programs shall be on file with the board clerk.

The district will not be required to provide any professional employee assistance or rehabilitation, but if it is agreed that a professional employee shall enter into and complete a drug education or rehabilitation program, the cost of such program shall be the responsibility of the professional employee. Professional employees who participate in the district health insurance plan should review their policy for possible coverage.

Article 24
DISCIPLINE AND SUSPENSION OF PROFESSIONAL EMPLOYEES

The Association recognizes the right of the Board to discipline its professional employees. Discipline shall be progressive and appropriate to the severity of the infraction.

The Superintendent of Schools may suspend professional employees from duty. Such suspension shall be immediately reported to the Board. Professional employees may be suspended and subsequently discharged for behavior that endangers the safety of students or staff, neglect of duty, violation of professional ethics, unprofessional conduct, insubordination, physical or mental incapacity, or other conduct which substantially interferes with continued performance of duties. In case of a suspension the professional employee shall, during the term of suspension, continue to receive regular compensation and other benefits as his/ her contract indicates until otherwise terminated through due process as may be required by law.

If the safety of students or staff is of concern or if the alleged conduct substantially interferes with the continued performance of duties, the professional employee may be removed from the classroom or building during the course of the investigation. After an investigation, should the grounds for removal prove to be unsubstantiated, the professional employee shall be reinstated.

No suspension or discipline shall occur without an appropriately substantive investigation.

Any investigation that leads to disciplinary action shall include a meeting with the professional employee in question. If an administrator calls a meeting with the intent of discussing disciplinary action, he/she shall provide the professional employee with notice of the purpose and the topic of the meeting. The professional employee may choose to be accompanied by a representative and will be given the opportunity to respond to any charge prior to any disciplinary action being taken.

After an investigation, should the supervisor determine that the infraction did occur, he/she will select the most appropriate action from the continuum listed below, taking into account the severity of the infraction and previous disciplinary actions.

Steps for progressive discipline:

1. Verbal Warning - The supervisor shares the concern(s) with the professional employee. No written record will be placed in the professional employee's personnel file.
2. Informal conference - The supervisor shares concern(s) with the professional employee and the professional employee has an opportunity to respond. A written summary of the conference shall be provided to the employee and may be placed in the professional employee's personnel file. The employee may respond to the written summary in writing within 10 work days.
3. Conference for Written Reprimand - The professional employee receives a signed and dated written reprimand. A copy shall be placed in the professional employee's personnel file. The professional employee has the right to respond in writing within

10 work days and that written response shall be attached to the documents in the personnel file.

4. Conference for Suspension with Pay - The professional employee is suspended with pay. All documents shall be placed in the personnel file. The professional employee has the right to respond in writing within 10 work days and that written response shall be attached to the documents in the professional employee's personnel file.
5. Conference for Suspension without Pay or Termination - The professional employee's contract is terminated. The professional employee has the right to respond to all documents regarding this action.

If the professional employee is not satisfied with the determination of the supervisor, the professional employee may appeal the decision to the superintendent or his/her designee.

If the behavior resulting in the disciplinary action reoccurs, the disciplinary action placed in the professional employee's personnel file shall be retained permanently. If the behavior does not reoccur for five years, the documentation shall be removed from the file upon request of the professional employee.

Article 25

LEAVE

The following article addresses the conditions of leaves that are benefits provided the professional employees covered in this Master Agreement. Understanding the importance of the professional employee working with their assigned students during the duty day, the following article provides a means of addressing those times that a professional employee may not be on duty. Judicious use of leave by the professional employee will aid in the well being of all involved and the overall goals of the district.

Personnel assigned to two-hundred (200) days or more on their base contract shall be entitled to leave at full pay for twelve (12) days each contract year. Personnel assigned to fewer than two hundred (200) days shall be entitled to leave at full pay for ten (10) days each contract year. Such leave shall be allowed to accumulate each year up to a maximum not to exceed the number of days in that individual's base contract. There shall be no right to accrue leave days during a school year unless services are rendered by a professional employee in that year. All part-time personnel shall receive and accumulate a prorated leave allotment according to the individual's contracted percent of time.

Professional employees new to the district shall be given credit for two (2) days leave per year of experience at an accredited school, to a maximum of eighteen (18) days provided the professional employee has that much leave credit accumulated in his/her previous school position.

Professional employee absences shall be paid/unpaid and charged/not charged to accumulated leave based on the following categories/criteria:

- I. COMPENSATED - The following leaves will be granted with full pay and benefits unless otherwise stated.

A. Charged to accumulated leave:

Absences for the following reasons will be charged to the professional employee's accumulated leave, with limitations as specified:

1. Illness Leave

To be used for personal illness or illness in the professional employee's family.

A doctor's certificate and/or release to work document may be requested by the primary evaluator after three (3) consecutive contract days' absence due to illness or injury.

Professional employees who are absent due to a work-related injury (workers' compensation) shall use accumulated leave the first five consecutive contract days. The compensation shall be determined by coordinating worker's compensation and accumulated leave in order to ensure that the professional employee will receive 100 percent of his/her contracted salary from the 8th calendar day through the remainder of the absence due to a work related injury. If the professional employee depletes his/her accumulated leave, the professional employee will receive worker's compensation benefits only. (Worker's compensation payment will be deducted for paid days only.) After a professional employee is on leave due to a work related injury for more than 21 calendar days, the professional employee will receive worker's compensation benefits for the first five contract days. The district will not require reimbursement for those five contract days.

2. Personal, Business or Emergency Leave

For personal, business or emergency matters which require the professional employee's absence.

The professional employee shall give at least three (3) contract days' notice to the immediate supervisor in advance that he/she is taking leave. The professional employee need not state his/her reason for taking this leave. Emergency leave may be requested with less than three (3) day's notice; however, approval for emergency leave shall be subject to the ability of the district to secure adequate substitute personnel to assume the responsibility of the requesting professional employee.

Compensation for personal, business or emergency leave is subject to the following limitations:

- a. Each professional employee in their first five years with the district may take up to five (5) contract days of leave with pay each year;
- b. After completing their fifth full year with the district a professional employee may take up to ten (10) contract days to be used as personal, business or emergency leave;
- c. Taking personal or business leave during the first two weeks or the last two weeks of the school year, on the day before or after any day designated as a holiday on the school calendar or for more than three consecutive days is discouraged. Requests to use a personal or business leave day in one of the aforementioned situations shall be submitted in

writing by the professional employee to Human Resources. The designated administrator within the department shall have complete discretion in approving or denying such a request in writing. If approved, this business day shall be deducted from the professional employee's accumulated leave.

3. Maternity/Paternity Leave

A professional employee whose performance of duty is interrupted by reason of pregnancy or pregnancy of spouse/partner may apply for, and on application shall receive, the benefits of Maternity/Paternity Leave. Such leave shall be for the purpose of postnatal care, birth of a child, or the adoption of a child and shall be used within one year of the birth or adoption of the child.

The professional employee shall submit a letter informing the primary evaluator of the need for Maternity/Paternity leave as soon as possible. A conference involving the professional employee and the primary evaluator shall be called by the primary evaluator concerning the professional employee's absence and a tentative separation date. The professional employee is responsible for contacting Human Resources prior to the absence regarding details of the leave.

A professional employee shall be granted up to forty (40) contract days for maternity/paternity leave. Any maternity/paternity leave taken beyond forty (40) contract days, but not to exceed a total FMLA allowed, for the sole purpose of child care is taken as unpaid leave.

If an extension beyond the forty (40) days is medically necessary, as verified in writing by the physician, the professional employee will be charged for illness leave. If accumulated leave has been exhausted, the professional employee will be placed on extended illness leave subject to the provisions thereof.

B. Not charged to accumulated leave

1. Bereavement Leave

A professional employee shall be granted leave for funerals of immediate family. The professional employee will notify his/her immediate supervisor of the need to be absent for bereavement leave.

Bereavement leave is subject to the following limitations:

- a. Maximum of three (3) days per occurrence. Such days need not be consecutive.
- b. Maximum of twelve (12) days per contract year.
- c. Additional bereavement leave for extenuating circumstances may be granted by Human Resources and will be chargeable to accumulated leave.

When death occurs to other than the immediate family, a professional employee attending such funeral will be allowed the option of using personal, business or emergency leave or unpaid leave.

2. Court Appearance

Any professional employee required by subpoena, or requested to attend a court proceeding regarding a school-related matter, who is not a party to that proceeding, shall have no deduction of either pay or personal, business or emergency leave. The professional employee must make written notification accompanied by a copy of the court subpoena to his/her immediate supervisor for

submission to Human Resources. Extenuating circumstances may be submitted to Human Resources for consideration. Persons who appear in court for personal matters such as divorce, business related issues, misdemeanor or felony charges are not eligible for this leave.

The designated administrator within Human Resources shall automatically deny such a request involving any court proceedings involving LEA/KNEA/NEA or any of their affiliates. However, if the district shares an interest in litigation, the designated administrator within Human Resources shall have the discretion to grant such request.

3. Jury Duty

The Board shall grant the professional employee the time necessary for jury duty. The professional employee shall provide a copy of the jury summons to his/her immediate supervisor for submission to Human Resources.

4. Sabbatical Leave

In order to provide opportunities for professional improvement, sabbatical leaves are available for formal, full-time study at a college or university. One (1) professional employee (or the equivalent as described herein) per year shall be eligible for sabbatical leave. A selection committee composed of an equal number of professional employees appointed by the President of LEA and administrators appointed by the superintendent or his/her designee shall review the applications and make a recommendation to the superintendent for referral to the Board of Education which will make final approval. Human Resources will notify applicants of the Board's final decision.

A professional employee shall be eligible after the sixth (6th) continuous year of certified service in the district. All interested and eligible professional employees shall submit the planned course of study and an application for sabbatical leave for the ensuing year to Human Resources by March 1.

An applicant may apply for a sabbatical leave for one (1) academic year or for one (1) academic semester. The leave will be granted using one (1) of the following allocations:

- a) a one (1) year leave granted to one (1) applicant with the applicant receiving one-half (1/2) pay
- b) two (2) one (1) semester leaves granted to two (2) applicants with each applicant receiving one-half (1/2) pay
- c) one (1) one (1) semester leave granted to one (1) applicant with the applicant receiving full pay.

All accumulated leave and fringe benefits will be granted proportional to amount of time working in the district while on sabbatical.

The applicant must agree to return to Lawrence Public Schools after the sabbatical leave for a minimum of two (2) years of service and the applicant must further agree that if said condition of future service is breached, all sums paid under the sabbatical leave program shall be refunded to the district with interest on said sums at ten percent (10%). Upon completion of sabbatical leave, the professional employee(s) shall be assigned to a comparable position.

Changes in the application form will be developed by the selection committee and approved by the LEA president and the superintendent or his/her designee.

5. Association Leave

The Board shall give release time without loss of pay up to a maximum of fifty (50) contract days per year for personnel to participate in professional development, instructional programs and/or Association business. The designation of such personnel shall be made by the President of the Lawrence Education Association with advance notification to Human Resources.

II. UNCOMPENSATED

- A. All requests for uncompensated leaves of absence will be applied for in a timely manner in writing to Human Resources. An uncompensated leave may be granted for one year or any part thereof.

Professional employees requesting reassignment upon completion of this leave will be assigned to an available position based upon their professional preparation, experience, and certification. No guarantee can be made as to the exact nature or full-time equivalency (FTE) of the assignment or placement or that a vacancy will occur. If in one (1) year, more than one (1) professional employee member returns from leave, the Board of Education shall determine the priority order in which positions shall be offered. If a vacancy does occur, the Board of Education will have discharged its responsibility under this agreement by offering the professional employee a position for the first (1st) year after the professional employee has been declared eligible for reinstatement. The superintendency team may deny reinstatement for just cause related to not using the leave as stated in the professional employee's letter of application.

With the exception of foreign teaching and service leave, no years of teaching experience will be granted for uncompensated leaves unless stated otherwise in this article.

1. Academic

After four (4) continuous years of certified service, a professional employee is eligible for leave for further study. Persons applying for academic leave must either a) show evidence that they will enroll in a minimum of eight (8) course hours per semester while on leave or b) explain the use of the requested leave in the letter of application. Such leave, if approved by the superintendency team, is to be without pay or fringe benefits. An individual may continue participation in the district's health care program during the leave providing that the current Board paid fringe rate is paid by the individual.

Upon return the professional employee will be placed in the most appropriate assignment as outlined above (IIA).

2. Family and Medical Leave

Unpaid leave may be granted to professional employees who have been under contract with the district for at least one year. Unpaid days may be used for qualifying events as defined by federal law. The number of paid and unpaid days shall not exceed a total of sixty (60) contract days per contract year. The fringe benefits shall continue under the same terms and conditions during the family or medical leave. The professional employee shall have the right to return to his/her

previous position or an equivalent position with no loss of benefits. Intermittent or reduced unpaid leave to care for a newborn or newly adopted baby can be taken only if the district and the professional employee agree to the arrangement. If it is medically necessary to take intermittent or reduced unpaid leave, such leave shall be granted based upon the physician's recommendation. This leave will be applied concurrently with any applicable paid or unpaid leave available to the professional employee.

3. Foreign Teaching Leave

After four (4) years of continuous certified service, a professional employee is eligible for leave to accept a foreign teaching position for a period not to exceed two (2) contract years. Application must be made by April 1 and shall commence on the day after the last contract day of a school year and terminate one year from that date.

4. Foreign Travel Leave

Leave for foreign travel may be granted for a period not to exceed one (1) contract year to a professional employee who has completed at least four (4) years of continuous certified service. Application must be made by March 1 and shall commence on the day after the last contract day of a school year and terminate one (1) year from that date.

5. Military Service Leave

In cases where an individual is drafted or volunteers his/her services in the United States Armed Forces, a leave of absence will be granted in accordance with the requirements of existing state and federal legislation at the time. Except for periods of short term training (i.e. less than one month), the professional employee may elect to be paid (during military service leave) his/her personal illness leave which accumulated prior to the commencement of the military leave. Payment for accumulated leave will not exceed the number of military service leave days.

6. Extended Illness

A professional employee who is unable to teach because of personal illness shall be granted an extended leave of absence for the duration of the illness, not to extend beyond two calendar years or until KPERS disability is in effect. Such leave shall be without pay. Pay reduction shall be computed in accordance with Article 26 Illness Leave: Pay Deductions of this agreement.

Fringe Benefits:

If the professional employee qualifies for FMLA leave, Extended Illness Leave will be managed under FMLA guidelines (see related article—Family Medical Leave).

If the professional employee does not qualify for FMLA Leave, or FMLA leave has expired, Extended Illness Leave will be managed as follows:

Benefits offered by the board will cease on the last day of the month during which FMLA Leave or paid leave expired. The professional employee will be able to continue their insurance through COBRA effective the first of the month following termination of board paid benefits. A professional employee may continue their insurance through the district, after COBRA has been

expired, only if the professional employee qualified under K.S.A. 12-5040.

a. Leave Application

To be granted extended illness leave, an application must be made to Human Resources. The application requires a statement from a licensed physician which identifies the diagnosis and prognosis of the illness and attests to the characteristic of the illness that prevents the professional employee from continuing his/her teaching duties. The district will retain the right to obtain additional information about how the illness relates to the professional employee's inability to perform his/her responsibilities, including requesting a second opinion from a physician of the district's choice. If the district exercises its right to obtain a second opinion, all medical costs associated with the second opinion will be the responsibility of the district.

If a professional employee on extended illness leave becomes eligible for disability benefits and/or Medicare, his/her employment will terminate with the district.

b. Reinstatement

When a professional employee on extended illness leave is able to return to work, it will be necessary to provide a written release from a physician which indicates the professional employee is able to resume his/her job responsibilities. The district retains rights for a second opinion from a physician of its choosing under the same conditions in item a. above.

Upon return, the district will attempt to place the professional employee in an assignment similar to the one held prior to the extended leave. However, the district retains its right of assignment and may modify the assignment of the professional employee from that held at the time of the leave (but not the amount of contract time) based upon the needs of the district, the needs of the professional employee returning from leave, and/or the needs of other professional employees in the district who may be impacted by the assignment of the professional employee.

Upon return, the professional employee shall retain tenure, salary schedule placement and eligibility for the district's early retirement program at the same level as at the time the professional employee left active employment. No additional benefits in any of the preceding areas shall accrue to the professional employee during an extended leave of absence.

7. Service: Elected or Appointed

Professional employee shall be permitted to run for any public city, county, state, or national office or any elective KNEA or NEA office and if elected, shall be permitted leave for performance of elected duties. An individual who is an appointed member of an official body of the State of Kansas which requires absence from duty shall also be able to request uncompensated leave. Upon return from service leave, the professional employee member shall be placed at the same position on the salary schedule as when he/she left the district. Professional employees returning after more than four (4) years' leave shall return to the position on the salary schedule they would have occupied if they had been gone four (4) years. The Board shall have no obligation to retain a professional employee returning after more than four (4) years' leave.

8. Temporary Unpaid Leave
Temporary unpaid leave (20 contract days or less) requires approval by the primary evaluator and the designated administrator within Human Resources and shall not be for the purpose of any other leave provided in the Master Agreement. The professional employee will not incur any loss of benefits during temporary unpaid leave. This leave is not available for professional employees moving out of or leaving the district.
9. Extended Unpaid Leave
Extended unpaid Leave (21 contract days or more) for extenuating circumstances requires approval by the primary evaluator and the designated administrator within Human Resources and shall not be for the purpose of any other leave provided in the Master Agreement. Only professional employees who have completed four years of certified continuous service are eligible to apply for this leave.

III. ILLNESS LEAVE POOL

A. CONTRIBUTIONS: A professional employee may contribute, based upon the individual's contracted days, a minimum of one (1) contract day to the illness leave pool. Any day(s) contributed shall be deducted from that professional employee's leave accumulation.

1. Such contribution must be made in the fall of each year.
2. Days contributed by a professional employee become a permanent part of the pool and shall not be refunded to that professional employee.
3. Each professional employee who wishes to offer a contribution to the pool will complete a form for that purpose (Offer of Contribution to District 497 Illness Leave Pool), which will be distributed to professional employee by mid-September.
 - a. Any professional employee who has accumulated the maximum unused illness leave days (number of base contract days) may contribute the excess days to the illness leave pool before other contributions are requested.
 - b. After October 1, if the days contributed make the pool in excess of 200 days all names of people who contributed in the current contract year shall be placed in a container and the President of LEA or his/her designee shall draw names out until the total number of days in the pool equals 200.
4. Any days remaining in the pool as of July 1 will be carried over to the next year.

B. USE: Any professional employee is eligible to make application for illness leave days from the pool after his/her illness leave accumulation is depleted. Such application must be for days during that professional employee's contract year.

1. Application must be made on the form provided by the Human Resource department with the supporting data below to the Division Director of Human Resources - Certified. The professional employee who makes application for illness leave days from the pool or an immediate family member of the professional employee must be hospitalized and/or under the care of a medical doctor, osteopath, chiropractor or dentist. Application must be accompanied by documentation on the

Doctor's Progress Notepad or Prescription Pad which shall include the following: diagnosis and medical reason for being unable to work, date released to return to work, and doctor's signature.

2. Professional employees shall be eligible to apply for days from the pool in accordance with the following schedule:

<u>During Year of Certified Service in USD 497</u>	<u>Maximum # of Days that may be Requested in one contract year</u>
1 st	2
2 nd	4
3 rd	6
4 th	8
5 th or beyond	10

3. Approval of the application shall be made by the Payroll Department and the President of the Lawrence Education Association or his/her appointed representative.

4. Written notification of denial of the application will be made by the Payroll Department to the applicant and to the President of the LEA or his/her appointed representative.

5. All record keeping regarding the pool shall be maintained by the Payroll Department.

6. Individuals receiving illness leave days from the pool are not obligated to "payback" those days to the pool. It is the intent that such days are not loaned but are granted to the individual.

C. Any changes in the form "Offer of Contribution to District 497 Illness Leave Pool" shall be made cooperatively by the Department of Human Resources and the President of LEA or his/her designee.

IV. CATASTROPHIC LEAVE POOL

In the event a professional employee or member of his/her immediate family (spouse, child or stepchild) is placed in a life or death medical situation, the Catastrophic Leave Pool may be activated. All other leaves, including the Illness Leave Pool, must be exhausted prior to activation of the Catastrophic Leave Pool.

A professional employee may contribute a minimum of one contract day to the Catastrophic Leave Pool. A professional employee wanting to access this pool may receive a career maximum total days from both pools not to exceed the number of days in an annual contract. The activation and access to the Catastrophic Leave Pool must be approved by the administration and the LEA President or his/her designee. Documentation from a medical professional will be required. The district may require a second opinion from a medical professional of the district's choice. If a member of the immediate family is ill, the documentation must show the professional employee's presence is a medical necessity. Each professional employee who wishes to offer a contribution to the Catastrophic Leave Pool will complete a form for that purpose. (Appendix I)

V. HALF TIME RELEASE LEA PRESIDENT

The Lawrence Education Association (LEA) negotiations team and the USD 497 Board of Education negotiations team agree to provide for a half-time release President for the Lawrence Education Association. The district and the LEA will make matching cash contributions with a minimum of \$2,500 to pay the cost of the half-time release President. The LEA will pay for the remainder through sick days to be placed in a pool for the LEA President to draw upon.

Article 26 ILLNESS LEAVE: PAY DEDUCTIONS

In cases where a professional employee has exhausted the accumulated illness leave and can draw no further from the Illness Leave Pool or Catastrophic Leave Pool, a deduction in salary equal to the professional employee's average daily rate of pay will be made when the professional employee is absent. The deduction will be figured by dividing the professional employee's base contract by the number of contract days. The resulting figure will be the daily deduction rate for each day absent.

The full deduction of salary (as defined above) must be deducted when one of the following conditions are met:

1. The professional employee does not provide daily lesson plans, or
2. The principal believes it to be in the best interests of students for the substitute teacher to prepare all lesson plans.

The deduction will be equal to the actual cost to the district for paying the substitute teacher(s) during such absence(s) if the professional employee maintains responsibility for making lesson plans for the school day or days of absence and this responsibility is not removed by the principal or building supervisor.

Article 27 NON-ELECTIVE EMPLOYER PAID CONTRIBUTIONS

I. Post Employment Contributions

Only professional employees employed during the 2007-2008 school year will be eligible for Post Employment Contributions. Post Employment Contributions will not apply to any professional employee newly hired for the 2008-2009 or subsequent school years.

The Board of Education provides a Post Employment Contributions plan in order to facilitate the voluntary retirement of professional employees of the school district who may find it necessary or desirable to retire from employment with the district prior to retirement age as provided pursuant to 42 U.S.C. § 416 (I)(I) of the Social Security Act. Any eligible professional employee may elect to take Post Employment Contributions under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of an eligible professional employee.

Eligibility - Any professional employee is eligible for Post Employment Contributions if such professional employee (a) is currently a full-time or part-time professional employee of the school district, (b) has fifteen (15) years or more of full-time or full-time equivalency employment service with the school district, (c) has twenty (20) years or more of service

credit recognized by Kansas Public Employees Retirement System (KPERS), and (d) must have reached his/her fifty-seventh (57th) birthday on or by September 1, in the year in which she/he retires, and have not reached retirement age as provided pursuant to 42 U.S.C. § 416 (l)(I) of the Social Security Act on or by August 31, in the year which she/he retires. Any professional employee is also eligible for Post Employment Contributions if such professional employee's combined age and years of service credit in KPERS totals eighty-five (85) "points" and such professional employee meets the above (a) and (b) requirements. Eligibility for Post Employment Contributions shall be determined by the KPERS designee (Payroll Department). Any professional employee applying for Post Employment Contributions shall have the responsibility to provide all facts and information necessary to prove eligibility for Post Employment Contributions and to verify benefits to be paid.

Application - Any professional employee may apply for Post Employment Contributions by giving written notice to the Department of Human Resources. Such written notice shall be submitted on or before the March 1st preceding the anticipated retirement date and shall include the following information if known:

- a) a statement of the applicant's desire to take Post Employment Contributions,
- b) the anticipated date of retirement,
- c) the applicant's birthday and age on the date of retirement,
- d) the current mailing address and telephone number of the applicant,
- e) the number of years the applicant has been employed by the school district,
- f) the total number of years of service credit recognized by KPERS,
- g) applicant's current annual salary, and
- h) whether the applicant desires to continue participation in the school district's health insurance program to retirement age as provided pursuant to 42 U.S.C. § 416 (l)(I) of the Social Security Act.

Exceptions to Such Policy – Extenuating circumstances which might result in a professional employee requesting Post Employment Contributions after the March 1 date will be evaluated jointly on a case by case basis by the LEA executive board and superintendent.

Following final action on any application for Post Employment Contributions, the Payroll Department shall notify the applicant, in writing by April 15, of the amount of annual Post Employment Contributions benefits to be paid.

Post Employment Contributions Benefits - The annual Post Employment Contributions benefit for full-time or part-time professional employees who meet all the eligibility requirements shall be a sum of money equal to the product of (a) the number of years' service credit recognized by KPERS for such professional employee, multiplied by (b) the largest base salary received by the professional employee as a result of employment with the school district during any one (1) of five (5) immediately preceding school years (July 1 through June 30), multiplied by (c) a factor of .006.

Terms and Conditions - The following terms and conditions shall apply to the school district's Post Employment Contributions plan:

- (a) the annual Post Employment Contributions benefit shall be payable by the school district in a lump sum in January each year, not to exceed five consecutive years; the lump sum annual payment will be contributed by the district in an Employer Funded 403(b) Plan established for the retiree with the District. The Plan and assets in the Plan will be subject to IRC Section 403(b) and regulations thereunder. The retiree may choose to leave the assets in the account and withdraw them at a later date or choose to withdraw the assets from the account immediately after the account is established, all subject to the provisions of IRC 403(b) and regulations thereunder.
- (b) a professional employee taking Post Employment Contributions shall have the option to continue participation in the school district's health insurance

program. The District shall provide the same health insurance program benefit provided to current professional employees (or the prorated amount determined by the professional employee's full time equivalency at the time of retirement) not to exceed a maximum of seven (7) years or until Medicare eligibility is met, whichever comes first. If the professional employee is participating in family coverage, family members must meet eligibility requirements as set forth in the plan document. Family members who become eligible for Medicare prior to the retirees' Medicare eligibility will be subject to Medicare regulations. Medicare eligible participants (spouse/partner or dependent) will be transferred to a single policy. Deduction for the Medicare eligible spouse or dependent will be equal to the computed MER rate (Medicare Exclusion Rider). In the event that a professional employee has been employed at less than full-time due to health reasons, the professional employee may submit documentation from a physician supporting the need for part-time employment in order to qualify for a single membership paid by the district instead of the prorated amount. The district shall retain the right to request a second opinion from a physician of the district's choice. The cost of a second opinion shall be borne by the district. In order to receive the fully paid single membership, the professional employee must not have been part-time for more than three consecutive years immediately prior to early retirement.

- (c) the option for the retired professional employee to participate in the district's health insurance program shall automatically terminate at retirement age as provided pursuant to 42 U.S.C. § 416 (l)(I) of the Social Security Act or until Medicare eligibility is met subject to any right provided pursuant to COBRA,
- (d) any professional employee who takes Post Employment Contributions shall have the responsibility to keep the school district informed of his/her current mailing address and telephone number,
- (e) any person receiving Post Employment Contributions may apply for re-employment in the district. If the person is re-employed by the district in a contracted position, he/she must give up the Post Employment Contributions benefits. No professional employee will receive more than a total of five (5) years of Post Employment Contributions benefits.
- (f) if death should occur to the recipient during this agreement, the Board of Education will honor said agreement for that fiscal year only. If compensation has not been paid at the time of death, said compensation shall be paid for that one year to the beneficiary as designated under the Kansas Public Employees Retirement System.
- (g) No Post Employment Contributions will be paid prior to the professional employee's retirement under the Kansas Public Employees Retirement System.

II. Non-Elective Contributions

A Non-Elective Employer Contributory Employer Paid Deferred Benefit Account 403(b) will be established for each professional employee employed at least half time in USD 497. This account will be separate from any professional employee paid deferred benefit account, and no employee contributions, via salary reduction or otherwise, shall be allowed into the account. The following terms and conditions apply:

1. The district will contribute \$60 per month (\$720 annually) into each full time professional employee's Employer Paid Account. Professional employees employed on a less than half time basis during a contract year are not eligible to receive contributions into his/her Employer Paid Account. Contributions will be prorated for professional employees who work less than full time in a certified position.

FTE	Contribution
.95 -- 1.00	\$60
.85 -- .94	\$54
.75 -- .84	\$48
.65 -- .74	\$42
.55 -- .64	\$36
.50 -- .54	\$30
Less than .50	\$00

2. A professional employee's ownership interest in his or her Employer Paid Account shall vest in yearly increments. A professional employee will receive one year of vesting credit for each contract year completed, starting with the 2008-09 contract year, in which the professional employee is employed at least half time with the district. The following vesting schedule will be used to determine the professional employee's ownership interest in the funds in the account:

Vesting Schedule:

Year 1.....	0%
Year 2.....	20%
Year 3.....	40%
Year 4.....	60%
Year 5.....	80%
Year 6.....	100%

A professional employee continuously employed with USD 497 since the 2008-2009 contract year who retires pursuant to KPERS before the 2014-2015 contract will be fully vested in his/her Employer Paid Account. A professional employee shall have access to the vested portion of his/her Employer Paid Account upon separation from service with USD 497. In the event that such professional employee returns to a professional employee position within USD 497 at a future date, the previous years of service will be allowed toward placement on the vesting schedule.

3. Professional employees will have options of investing in various investment tracks within the 403(b) Plan Document established by the employer.

4. Employer paid contributions for professional employees who do not make investment elections by September 1 will be placed in an investment track selected each year by the Fringe Benefits Committee, who will review the investment options annually and make changes as necessary.

5. Contributions will be invested in an Employer Contributory 403(b) Plan, established for the professional employee with an approved vendor. Assets in the Plan will be subject to the regulations and limits under IRC Sections 403(b) and 415. The professional employee is subject to management charges to maintain the 403(b) plan.

6. Withdrawals from the account upon separation from service may be considered taxable income. Qualified rollover options may allow a participant to defer taxation until a later date.

7. Upon the death of a professional employee, the Designated Beneficiaries of the professional employee (as determined pursuant to the custodial agreement or related documents) will be entitled to the total vested amount in the professional employee's Employer Paid Account.

8. Each participant in this plan is strongly encouraged to review the 403 (b) Plan Document. The Plan Document will determine the specific management of the accounts covered by this provision. The purpose of the Plan Document is to ensure compliance with all relevant codes and statutes.

9. If the professional employee receives post employment benefits under Section I of this article, any funds in certified employee's Employer Paid Account will be used to offset the Board's liability pursuant to Section I.

III. Early Notification Incentive

Professional employees who are approved for retirement by the Board of Education prior to October 20th will receive a onetime payment of \$500. Professional employees who are approved for retirement by the Board of Education prior to January 20th will receive a onetime payment of \$250. The payment will be made with the first appropriate payroll following the acceptance of the retirement by the Board of Education

Article 28 REIMBURSEMENT FOR ACCUMULATED ILLNESS LEAVE

Professional employees resigning or retiring during the contract year, shall be reimbursed at the rate of twenty-five dollars (\$25.00) per day for all unused and accumulated illness leave, provided they have at least twenty (20) years of service in the Lawrence Public Schools.

Professional employees who have served in the District for at least ten (10) years but less than twenty (20) years would receive ten dollars (\$10.00) per day for all unused and accumulated illness leave should they retire or resign.

Professional employees who have served in the District for at least five (5) years but less than ten (10) years would receive five dollars (\$5.00) per day for all unused and accumulated illness leave should they retire or resign.

In case of death, the above applicable amount will be reimbursed to the beneficiary as designated under KPERS.

Article 29 REDUCTION IN FORCE

The Board of Education has the responsibility and authority to determine the number and kind of professional employees necessary to implement and maintain the district's educational programs. A professional employee may be reduced at the discretion of the Board of Education.

Definition

Reduction in force is defined as the termination of a professional employee's contract for reasons over which the professional employee has no responsibility.

- I. In the event the employer determines that professional employees must be reduced, the following procedures will be followed:

All Professional Employees

1. Normal attrition (e.g., resignation, retirement) shall be used as the first means of achieving the needed reduction.
2. Within the areas identified below, professional employees with the least seniority in the district shall be reduced first.
 - a. Elementary professional employees shall be administered in Grades K-5 and special assignment areas.
 - b. Secondary professional employees (Grades 6.-12) shall be administered in subject and special assignment areas.
 - c. Special area professional employees, certified K-12, shall be administered on a K-12 basis.
 - d. Special education professional employees shall be administered by special assignment areas with regard to certification.
3. A professional employee in an area being reduced will be transferred to a position filled by a professional employee with less seniority in the district provided the following are met:
 - a. Proper certification and teaching endorsement for the specific position.
 - b. Teaching experience in the curricular or special assignment area within the Lawrence district.
 - c. The academic preparation necessary to meet all state standards for the assignment and North Central Accreditation standards in the curricular or special assignment area.
 - d. The professional employee is not currently on an Intensive Improvement Plan.
4. In the event that two (2) or more professional employees have the same seniority within a curricular or special assignment area, it shall be the judgment of the superintendency team as to which professional employee shall be reduced.

II. Seniority for Professional Employee Reduction

For purposes of professional employee reduction, seniority shall be defined as a professional employee's length of continuous service as a professional employee member in the bargaining unit with the Lawrence Public Schools. Seniority shall begin to accrue on the professional employee's date of hire. Full time shall mean those professional employees who are contracted for .75 time or more for an expected nine (9) months per 12-month period. Professional employees who are contracted for .74 times or less for an expected nine-month period will be granted .5-time seniority for professional employee reduction purposes.

III. Seniority Computation

Approved extended leaves of absence or times when a professional employee is on a professional employee reduction shall not be considered as a break in seniority; however, the individual professional employee's seniority shall be frozen at the level earned at the time the leave or reduction occurred.

Seniority shall be figured from the date of hire. Date of hire will be defined as the professional employee's first day of work. NOTE: For purposes of seniority computation, Lawrence Virtual School professional employees' date of hire (assuming they have been issued a contract for 188 days) will have the same defined first day of work as other professional employees hired that same year. (i.e. LVS professional

employees hired and beginning work August 1 will have the same “date of hire” as other professional employees, for example, August 11.)

Seniority will be figured on a daily basis. All work days employed will be counted for seniority purposes. (Summer school, curriculum writing, and summer instrumental music instruction shall not be considered workdays for seniority computation.) Approved leaves of absence will “freeze” seniority. Seniority “freeze” will be administered in the following way:

1. Only uncompensated leaves of absence that extend beyond sixty (60) duty days will be considered when freezing seniority. For those leaves exceeding the sixty contract days, seniority will no longer accumulate starting on the 61st day.
2. Professional employees who have an unpaid leave of absence for an entire year will have their leave considered to begin the first workday that professional employees are expected to report in the fall, and the leave will conclude on the professional employee’s first work day the following year.
3. Professional employees who have been reduced through the procedures in this article will have their seniority “frozen” during the period they are eligible for recall. If rehired after recall rights have expired, a professional employee’s seniority will be computed from the most recent date of hire as defined in this section.

IV. Reemployment Rights

1. Recall

Professional employees still in their probationary period of employment in the district are not eligible for recall rights. Any professional employee beyond the probationary period of employment in the district who is reduced through the enactment of the above professional employee reduction proceedings shall have recall rights to a position in the assignment area for which he/she was originally hired or was most recently teaching when reduced. Such recall rights shall exist for two (2) calendar years from the effective date of the reduction.

Professional employees will be recalled to positions consisting of contract time similar to the contract from which they were reduced. For example, a professional employee who worked .5-time before reduction would have recall rights to approximately a .5-time position. However, it is mutually recognized that recall may be to a position in which the contract time is not identical to the contract from which the professional employee was reduced. A professional employee may accept or reject a recall to work in which the contract exceeds a reduction of .25 range of the contracted time from which the professional employee was reduced. A rejection of a contract exceeding this range shall not affect recall rights; however, any rejection of recall to a position within the above-mentioned range nullifies the professional employee’s recall rights. The district will have met its recall obligation when offering the contract even though some variation in the contracted time may occur. Recall notice shall be considered received by the professional employee when mailed by registered mail, return receipt requested, to the last known address of the professional employee in question as shown on the school district’s records or when personal notification is made in a direct conversation with the professional employee. It shall be the responsibility of each professional employee who has been reduced to keep the district advised of his/her current address and telephone number. Within seven (7) days after a professional employee receives notice of reemployment, he/she must advise the Board, in writing, that he/she accepts the position offered in such notice and will be able to commence employment within thirty (30) days of the offer.

2. Additional Consideration for Employment

- a. A reduced professional employee will be given consideration for any position for which he/she is certified beyond the teaching area from which he/she was reduced, or originally hired. Consideration shall mean that the professional employee will be entitled to an interview for such a position.
- b. A professional employee may refuse a position offered under the additional consideration for employment without forfeiting his/her recall rights.
- c. If a professional employee is under contract to another district at the time he/she is notified of a recall to the Lawrence district and is unable to get released from that contract and, therefore, cannot accept the recall offer, the district will offer consideration for an open position in the area from which he/she was reduced. The district shall not be obligated to make such offer following the second year from the date of the original reduction.

V. Benefits

A professional employee recalled shall be placed on the salary schedule according to previous placement. Regular teaching experience in an accredited elementary or secondary school other than the Lawrence Public Schools will allow for advancement on the salary schedule in a manner consistent with the way professional employees receive credit for teaching outside the district upon hire.

A professional employee who is reduced because of professional employee reduction and takes another teaching position shall be accorded recall rights provided by this article.

VI. Miscellaneous

Application of the Agreement will not conflict with the Board's plan to recruit and retain an ethnically diverse professional employee.

**Article 30
HALF TIME RELEASE LEA PRESIDENT**

The Lawrence Education Association (LEA) negotiations team and the USD 497 Board of Education negotiations team agree to provide for a half-time release President for the Lawrence Education Association. The district and the LEA will make matching cash contributions with a minimum of \$2,500 to pay the cost of the half-time release President. The LEA will pay for the remainder through sick days to be placed in a pool for the LEA President to draw upon.

The goal setting process will be done in conjunction with a superintendent's designee in a goal setting conference and presented to the established LEA President Oversight Committee.

A monthly summary of the President's activities will be sent to the Human Resources Department and the LEA Executive Committee detailing his/her activities as they relate to LEA and district goals. The summary report is due at the end of each month. The President will not be required to participate in activities that are in conflict with NEA/KNEA/LEA positions.

The half-time release President will be housed in a school within the district as a permanent office. LEA will provide a computer which will be part of the district network. The district will provide access to a copier/printer/fax, a phone as part of the district communication

system, and office furniture. LEA and the district will split the monthly mileage costs incurred during the President's official duties.

If necessary, the LEA President Over Site Committee (consisting of the past LEA President, the Negotiations Chair, another LEA member chosen by the past LEA President and Negotiations Chair, and two administrators appointed by the superintendent) will be convened to address any concerns or problems relating to this position. In the event the LEA President is unable to fulfill his/her duties, succession will follow the LEA constitution/bylaws.

Upon return to the classroom, the district will attempt to place the outgoing LEA President in an assignment similar to the one held prior to the extended leave. However, the district retains its right of assignment and may modify the assignment of the outgoing LEA President from that held at the time of leave (but not the amount of contract time) based upon the needs of the district, the needs of the outgoing LEA President, and/or the needs of other professional employees in the district who may be impacted by the assignment of the outgoing LEA President.

Article 31 DEFINITIONS

Accredited School: Any school K-12 accredited by a state agency governing educational entities (e.g., Kansas State Department of Education).

Additional Assignments: Assignments compensated through a supplemental contract at a specific negotiated rate.

Association: Lawrence Education Association, affiliate of KNEA and NEA, the exclusively recognized bargaining agent for professional employees in USD 497, assigned that role according to state statute.

BA and BS: The designation of BA and BS (Bachelor's Degree) will be used interchangeably for the purpose of placement reference on the salary schedule.

Base: A negotiated sum from which the salary schedule is built.

Board: Board of Education, the elected or duly appointed governing body for USD 497.

Calendar Day: Includes each day of the week, Sunday through Saturday.

Certified/Licensed Personnel: A person employed in a position that requires a certificate or license issued by the state of Kansas other than an administrative position.

Collaborative Planning Time: Defined as a time immediately following the release of students in which professional employee meet and plan with others to reach common educational goals that will have a direct impact on students.

Contract Day: A professional employee's duty day, including parent/teacher conferences, professional development, and recording and reporting and excluding weekends and holidays.

District: USD 497 (Lawrence Public Schools)

Extra-Duty Assignments: Supervision assignments that are compensated outside of the regular contract at a specific negotiated rate.

Grievance: A written complaint by a professional employee or group of professional employees that there has been a violation, misinterpretation, or misapplication of this agreement.

Immediate Family: For purposes of Article 25, immediate family shall be considered to mean spouse/partner, parent, step-parent, child, step-child, sibling, son/daughter-in-law, grandparent, grandchild, or his/her spouse's/partner's above mentioned immediate family, or near relatives of the professional employee or a professional employee's spouse/partner who reside within the household of the professional employee.

KNEA: Kansas National Education Association

KPERS: Kansas Public Employees Retirement System to which all school professional employees and the school system must contribute by law for the benefit of the professional employee and his/her retirement.

LEA: Lawrence Education Association

Master Agreement: The written contract developed mutually between the Lawrence Education Association and the Board of Education.

MA and MS: The designation of MA and MS (Master's Degree) will be used interchangeably for the purpose of placement reference on the salary schedule.

NEA: National Education Association

Partner: A person identified as a partner on the "Affidavit of Domestic Partnership". The affidavit must be on file with the Human Resources department prior to recognizing any available benefits.

Professional Employee: As defined by Kansas State Statute, or hired under the terms of this agreement.

Progress Notepad/Prescription Pad: A legal form from a doctor including the doctor's name, address, phone number, and a place for his/her signature.

Reduction in Force: The termination of a professional employee's contract for reasons over which the professional employee has no responsibility.

Salary Schedule: A matrix built from a negotiated base salary which allows for negotiated salary increments according to educational level and years of experience.

Seniority: A professional employee's length of continuous service as a professional employee member in the bargaining unit with the Lawrence Public Schools. (See Article: Reduction in Force)

Superintendent: The employee of the Board of Education to whom responsibility has been given for administering the school district.

Supplemental Contract: The contract written to cover an additional assignment.

LAWRENCE PUBLIC SCHOOLS – USD 497
Professional Contract

THIS CONTRACT, entered into this ____ day of ____, 20__ by and between Lawrence Unified School District No. 497, Douglas County, State of Kansas, hereinafter called “board”, and _____ hereinafter called “professional employee”. The parties hereto agree that the professional employee is employed in the position of _____ and shall perform the duties of such position for the school year 20__ - 20__ on step _____ at the yearly contract salary of \$_____ for ____ days at ____ FTE time to be paid in substantially equal installments paid once (or more often when agreed upon) each month commencing in September of the school year. This contract covers the school year commencing on July 1, 20__ and ending June 30, 20__, or for the remaining portion thereof.

The professional employee shall report for duty on _____

This contract is subject to the following conditions:

- A. The professional employee shall perform the duties and services necessary to the position for which employed, shall make and file reports required by the board or superintendent, shall cooperate with the administrators in the development and execution of the teaching program, and shall perform such other reasonable services as are requested by the administrators and board and which are reasonably necessary to carry out all programs of the Lawrence Public School system; provided, however, that during this school year nothing herein shall be construed to authorize requests to the professional employee in direct contravention of existing statutorily sanctioned negotiated agreements between the school board and the professional employees’ association.
- B. This contract is contingent upon the professional employee being and remaining certified during the term of employment hereunder with respect to the position for which employed as provided by law and regulations of the Kansas State Board of Education.
- C. The Board of Education has set the number of contract days for the school year as follows: The work year for returning professional employees shall be one hundred eighty-six (186) contract days. The work year for professional employees new to the district shall be one hundred ninety (190) contract days; one hundred eighty-eight (188) days are compensated within the base contract and two (2) days are compensated at the professional/curriculum development rate as per the “Extra Duty” article in this agreement. If, for any cause, the professional employee serves only a fractional part of the school year, the total payment for such service shall be the same percentage to the total annual salary that the number of contract days by the professional employee in service shall bear to the total number of contract days as specified by the Board of Education for the contract year.
- D. The board and the professional employee both state their agreement to be bound during this school year by the terms of any Master Agreement which they shall enter into as the product of negotiations between the board and the professional employees’ association.
- E. Prior to the public hearing on the budget prepared by the board for the school district, this contract shall be voidable by the board in the event adequate funds are not available in said budget for compensation required by contracts for employment executed by the board.
- F. Subject to Kansas’s statutory due process requirements, the board shall have power to discharge a professional employee for “good cause.” The definition of “good cause” shall be established by the statutes and case law of Kansas contemporaneously in effect. The following examples of reasons for possible discharge are given for informational purposes only. They are not intended to enlarge or diminish the board’s powers to discharge. Examples of reasons for discharge are: (1) conduct that endangers the safety and of students or staff (2) conduct in violation of professional ethics, (3) insubordination, (4) failure to perform an assigned task or duty, on more than one occasion and after notice of a prior failure, (5) failure to obey rules and policies, (6) willful and wanton disruption of the operations of the school, (7) inefficiency, (8) incompetency, (9) conditions of physical or mental unfitness that prevent the professional employee from performing his/her duties and that raise questions about his/her ability to resume those duties, (10) failure to comply with the lawful and proper requirements of the Board of Education for the professional employee’s professional training, and (11) conviction of a felony
- G. This contract is recommended by the superintendent of schools and is approved and accepted by the Board of Education.

UNIFIED SCHOOL DISTRICT NO. 497, Douglas County, Lawrence, Kansas

By: _____
President, Board of Education

By: _____
Clerk, Board of Education

This contract is approved and accepted by the professional employee on: _____
Date

Professional employee Signature
Professional employee #:

Lawrence USD 497 2011-12 Salary Schedule

	BS	BS+10	BS+20	BS+30	MS	MS+10	MS+20	MS+30	MS+40	MS+50	MS+60	PhD
M-12	\$35,030	\$35,580	\$36,230	\$36,880	\$37,680	\$38,380	\$39,180	\$40,080	\$41,080	\$41,930	\$42,880	\$44,280
M-11	\$35,430	\$35,980	\$36,680	\$37,330	\$38,280	\$38,980	\$39,930	\$40,830	\$41,880	\$42,730	\$43,780	\$45,280
M-10	\$35,830	\$36,380	\$37,130	\$37,780	\$38,880	\$39,630	\$40,680	\$41,580	\$42,730	\$43,580	\$44,780	\$46,280
M-9	\$36,230	\$36,830	\$37,730	\$38,480	\$39,530	\$40,380	\$41,480	\$42,380	\$43,680	\$44,530	\$45,780	\$47,380
M-8	\$36,680	\$37,430	\$38,430	\$39,180	\$40,230	\$41,130	\$42,280	\$43,180	\$44,680	\$45,530	\$46,780	\$48,480
M-7	\$37,180	\$38,180	\$39,180	\$39,980	\$41,030	\$41,980	\$43,280	\$44,180	\$45,680	\$46,530	\$47,780	\$49,580
M-6	\$37,830	\$38,980	\$39,980	\$40,830	\$41,930	\$42,930	\$44,280	\$45,180	\$46,780	\$47,630	\$48,880	\$50,680
M-5	\$38,630	\$39,830	\$40,830	\$41,680	\$42,830	\$43,880	\$45,280	\$46,180	\$47,880	\$48,730	\$50,080	\$51,880
M-4	\$39,430	\$40,730	\$41,730	\$42,580	\$43,880	\$45,030	\$46,430	\$47,330	\$49,080	\$49,930	\$51,280	\$53,180
M-3	\$40,230	\$41,680	\$42,680	\$43,605	\$45,030	\$46,180	\$47,580	\$48,480	\$50,480	\$51,330	\$52,680	\$54,580
M-2	\$41,030	\$42,655	\$43,655	\$44,705	\$46,230	\$47,380	\$48,805	\$49,730	\$51,880	\$52,730	\$54,080	\$55,980
M-1	\$41,830	\$43,705	\$44,805	\$45,905	\$47,430	\$48,580	\$50,105	\$51,030	\$53,280	\$54,130	\$55,480	\$57,380
Max	\$42,905	\$45,105	\$46,305	\$47,405	\$48,930	\$50,080	\$51,705	\$52,730	\$54,980	\$55,830	\$57,180	\$59,080

COURSE ACQUISITION and COURSE RECOVERY
Gr. 9 - 12 at LVS

For course acquisition and recovery classes the professional employee will be paid \$145 per student enrolled in the class, with a minimum of three students (\$435). Course acquisition and recovery are one-semester courses.



Supplemental Contract
 Unified School District #497
 Douglas County, Lawrence, Kansas

Date: July 1, 20__

It is understood that «**FNAME**» «**LNAME**» will perform the additional assignment(s) during the **20__ - 20__** school year as listed below. In accordance with *Kansas statutes annotated 72-5412A*, this is not part of the professional employee’s continuing contract. Supplemental contracts shall be accepted or rejected by the professional employee within two (2) weeks of issuance by the Board of Education. This is a one-year only contract and expires on **June 30, 20__**.

Supplemental Assignment(s):

<u>Assignment</u>	<u>Level/Step/Grade</u>	<u>Position #</u>	
«Assignment»	«levstepgr»	«Position»	«Salary»

 President, Board of Education

 Signature of Professional Employee
 Professional Employee #: «**EMPNO**»

 Clerk, Board of Education

 Date

**ADDITIONAL ASSIGNMENTS BASE PAY
TABLE 1**

Appendix D.

	HIGH SCHOOL		MIDDLE SCHOOL	
	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP
	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION
ATHLETIC DIRECTOR/COORDINATOR	\$7,260		\$4,350	
BASEBALL	\$4,490	\$2,490		
BASKETBALL - BOYS	\$4,980	\$2,990	\$2,990	\$2,230
BASKETBALL – BOYS – 7 TH GR			\$740	\$740
BASKETBALL - GIRLS	\$4,980	\$2,990	\$2,990	\$2,230
BASKETBALL – GIRLS – 7 TH GR			\$740	\$740
BOWLING	\$2,910	\$1,500		
CROSS COUNTRY - BOYS & GIRLS	\$4,490	\$2,490		
FOOTBALL	\$4,980	\$3,730	\$2,990	\$2,230
GOLF - BOYS	\$3,380			
GOLF - GIRLS	\$3,380			
GYMNASTICS	\$4,490	\$2,490		
INTRAMURALS DIRECTOR	\$2,010	\$1,240		
INTRAMURALS – EACH SPORT			\$500	
SOCCER - BOYS	\$4,490	\$2,490		
SOCCER - GIRLS	\$4,490	\$2,490		
SOFTBALL	\$4,490	\$2,490		

() denotes assignments that are not eligible for longevity*

TABLE 2

	HIGH SCHOOL		MIDDLE SCHOOL	
	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP
	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION
SWIMMING – BOYS	\$4,490	\$2,490		
SWIMMING – GIRLS	\$4,490	\$2,490		
TENNIS - BOYS	\$3,730	\$1,500	\$1,500	\$1,210
TENNIS - GIRLS	\$3,730	\$1,500	\$1,500	\$1,210
TRACK - BOYS			\$2,990	\$2,000
TRACK - BOYS & GIRLS	\$4,800	\$2,490		
TRACK - GIRLS			\$2,990	\$2,000
VOLLEYBALL	\$4,490	\$2,490	\$2,990	\$2,000
VOLLEYBALL - 7TH GR			\$740	\$740
WEIGHT TRAINING	\$2,990			
WRESTLING - BOYS	\$4,490	\$2,490	\$2,900	\$2,000
BAND DIRECTOR	\$4,840	\$3,730	\$2,420	
ENSEMBLES	\$500		\$500	
ORCHESTRA DIRECTOR	\$3,630	\$1,240	\$2,170	
PEP BAND			\$500	
VOCAL MUSIC	\$3,730		\$2,420	
YOUTH SYMPHONY	\$1,240			

() denotes assignments that are not eligible for longevity*

TABLE 3

	HIGH SCHOOL		MIDDLE SCHOOL	
	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP
	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION
CLUB SPONSOR	\$250		\$250	
DEBATE COACH	\$4,490	\$2,490		
FORENSICS	\$4,350	\$2,490		
CHEER DIRECTOR	\$4,980	\$2,990	\$2,990	\$2,000
POM POMS	\$2,990			
FLAG CORPS CLINICIAN*	\$810			
DRAMA DIRECTOR	\$4,980	\$2,490	\$3,730	\$1,240
DRAMA TECHNICIAN		\$1,240		
MUSICAL MUSIC DIRECTOR	\$1,690			
MUSICAL ACCOMPANIST	\$1,690			
MUSICAL CHOREOGRAPHER	\$720			
STUDENT COUNCIL	\$3,500	\$1,240	\$2,990	
SCHOOL PAPER	\$3,630		\$1,210	

(*) denotes assignments that are not eligible for longevity.

TABLE 4

	HIGH SCHOOL		MIDDLE SCHOOL	
	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP
	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION
YEARBOOK	\$3,630		\$1,210	
ADDITIONAL CLASS (2 SEM)*	\$6,220		\$4,980	
MODEL UNITED NATIONS	\$1,500			
SCHOLARS BOWL	\$1,500			
FUTURE TEACHERS OF AMERICA	\$1,500			
PREP TIME/TRAVEL TIME REIMBURSEMENT*	\$860		\$860	
ACTIVITIES DIRECTOR	\$5,450			
SUPERVISOR STUDENT SERVICES	\$5,470			
BOOKSTORE*	\$1,460			
DEPARTMENT CHAIRS*	\$1,290/\$650			
NORTH CENTRAL CHAIR	\$4,980			
MARCHING BAND*	\$1,500			
PERCUSSIONS*	\$330			
GENERATION Y CLUB			\$3,730	
SPECIAL PROJECTS			\$1,240	
JUNIOR HIGH TUTOR			\$1,500	

() denotes assignments that are not eligible for longevity*

TABLE 5

	HIGH SCHOOL		MIDDLESCHOOL	
	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP	HEAD COACH/ HEAD SPONSORSHIP	ASSISTANT COACH/ ASSISTANT SPONSORSHIP
	COMPENSATION	COMPENSATION	COMPENSATION	COMPENSATION
	COMBINED HIGH SCHOOLS			
DEBATE COACH	\$5,470			
FORENSICS	\$2,230			
GYMNASTICS	\$4,490			
BOYS SWIMMING	\$4,980			
GIRLS SWIMMING	\$4,980			
	ELEMENTARY			
INTRAMURALS	\$500/\$990			
INSTRUMENTAL MUSIC	\$599			
VOCAL MUSIC	\$940			
The following two positions are grandfathered in. New employees in these two positions will not receive additional assignment reimbursement:				
	Occupational Therapist*	\$100		
	School Psychologists*	\$1540		

() denotes assignments that are not eligible for longevity.*

Senior High Assignments History

Head Coach Boys Gymnastics.....	18	(dropped 96-97)
Assistant Coach Boys Gymnastics.....	10	(dropped 96-97)
Lawrence High School Alternative Program.....	20	(dropped 99-00 negotiations)
Assistant Weight Training	10	(dropped 97-98)
Study Hall Supervision	20	(dropped 97-98)
Teachers for Tomorrow	6	(dropped 97-98)
Head Coach Boys Cross Country	15	(dropped 99-00 negotiations)
Head Coach Girls Cross Country.....	15	(dropped 99-00 negotiations)
Head Coach Boys Track	18	(dropped 99-00 negotiations)
Head Coach Girls Track.....	18	(dropped 99-00 negotiations)
Assistant Coach Boys Track.....	10	(dropped 99-00 negotiations)
Assistant Coach Girls Track	10	(dropped 99-00 negotiations)
Boys Swimming (Combined Schools).....	20	(dropped 00-01)
Girls Swimming (Combined Schools).....	20	(dropped 00-01)
Marching Band (flat rate).....		(reinstated 00-01 negotiations)
Percussions (flat rate).....		(reinstated 00-01 negotiations)

HS Head Boys Cross Country and HS Head Girls Cross Country – combined as HS Head Boys/Girls Cross Country. (1999-00)

HS Asst. Boys Track & HS Asst. Girls Track positions will be combined under HS Asst. Boys/Girls Track for a total of 5 positions. (1999-00)

Junior High Assignments History

Leaders for Tomorrow	6	(dropped 97-98)
Tennis.....	5	(dropped 99-00)

JH Head Boys/Girls Tennis – replaced with two assignments - JH Head Boys Tennis and JH Head Girls Tennis (1999-00)

JH Generation Y Club will be 15% - one position at each junior high – if more than one person is in the position then the 15% will be divided. (1999-00)

Special Education History

(dropped 00-01 negotiations)

The following language (within the box) will sunset and be removed when there are no longer any positions to which it applies.

Grandfather Clause

Individuals that would, as a result of the changes for 1999-00 in compensation for additional assignments, receive a lesser rate for that particular assignment, shall be paid at their current rate plus the same percentage increases applied to all Additional Assignment Positions. Rates will be adjusted to the current contract rate when a new individual assumes that additional assignment.

Lawrence Public Schools
Supplemental Assignment(s) Verification

Placement on the supplemental assignment longevity scale will be based on experience in an identical supplemental assignment position from an accredited school. Proof of previous experience is the sole responsibility of the professional employee and must be documented by copies of supplemental contract(s) from said accredited school(s). Any dispute in placement must be brought to the attention of the Human Resources Department in writing by September 20.

Additional Assignment Longevity

Year in Assignment	Longevity Stipend
0-4 years	\$0
5-9 years	\$235
10-14 years	\$465
15+ years	\$925

Name: _____

Please complete and submit this form to the Human Resources Department by August 20. Submit the form ONLY if you are eligible to begin or increase your assignment longevity. The current school year must be the beginning of at least your 5th, 10th, or 15th year of coaching/advising an identical supplemental assignment.

Building	Assignment to Receive Longevity	Total Years of experience	Check box if any experience is out-of-district and indicate the number of years
			<input type="checkbox"/> _____ years(s)
			<input type="checkbox"/> _____ years(s)
			<input type="checkbox"/> _____ years(s)
			<input type="checkbox"/> _____ years(s)

This form will serve two purposes. It is necessary to have this information on file in order that you are able to qualify for the supplemental assignment longevity factor. This also gives the district a record of the number of years you have held your supplemental assignments.

To qualify for the supplemental assignment longevity factor, we need verification of the following data.

1. Please verify the number of years of experience you have in your current supplemental assignment position(s) with the Lawrence school district.
2. If you held this same position in another public school district, please verify the number of years of experience that you held this position. This experience must be from an accredited public school district. In order to qualify for this experience from another public school district, we will need copies of the supplemental assignment contracts from that district on file.

EXTRA DUTY REQUEST FORM

I request to be considered for extra duty assignments at

School

Please print your name

Signature

School

Date



**FORM E1
EVALUATION
CERTIFIED PERSONNEL**

Save & Print

Select Semester Date Form Completed School Year

Last Name First Name MI Employee No.

Assignment Primary Evaluator

Main Building

Licensure Information
***Related to Assignment**

*Licensure Area

*Licensure Level

Licensure Expiration Date

Observation Information
Observations should be at least 20 minutes

Pre-Evaluation Conference Date

1st Observation Date Length

2nd Observation Date Length

I agree that the information presented above this line is accurate. Employee Initials

Code: **M** = Meets Expectations **D** = Developing **U** = Unsatisfactory

Instruction

Provides an effective program of instruction based on the needs and capabilities of the individuals or student groups involved. This should include but not be limited to the following:

Code

- Builds instruction upon previously learned materials.
- Uses a variety of teaching materials and techniques as appropriate for the content area.
- Uses a variety of teaching materials and techniques as appropriate for all students/adults as assigned.
- Provides for regular assessment of student/adult needs and progress.
- Provides for appropriate re-teaching, adaptation, and/or extensions if needed.
- Provides evidence of individual student/adult learning.
- Prepares for assigned classes and can show evidence of such preparation.

Comments--Instruction. Indicate strengths and/or provide comments to clarify D or U Codes.

Knowledge
Code

- Demonstrates effective skills in reading, writing, math, and speaking as necessary for the assignment.
- Demonstrates command of the subject matter for which he or she is assigned to teach/coordinate.
- Implements the district's written curriculum and the state and district assignment program.
- Demonstrates commitment to learn and apply new instructional and technology skills as related to assignment.

Comments--Knowledge. Indicate strengths and/or provide comments to clarify D or U Codes.

Collaboration
Code

- Works with other members of the staff in planning building or district curriculum, instructional goals, objectives, methods and assessments.
- Attends and participates in assigned staff/team meetings.
- Cooperates with others regarding the selection, use and sharing of books, equipment and other instructional materials.

Comments--Collaboration. Indicate strengths and/or provide comments to clarify D or U Codes.

Organization and Management
Code

- Takes necessary and reasonable precautions to protect students.
- Develops and maintains a classroom environment conducive to learning.
- Establishes and maintains communications with students, parents, colleagues and others as related to assignment.
- Takes necessary and reasonable precautions to protect equipment, materials and facilities.

Comments--Organization and Management. Indicate strengths and/or provide comments to clarify D or U Codes.

Ethics and Professionalism

Code

- Demonstrates respect and value for all students and staff.
- Maintains professional and ethical standards.
- Meets and instructs students/adults at designated location and times.
- Upholds and enforces school rules, district policies and administrative regulations.
- Maintains state certification/licensure standards for teachers in the field for which he or she is assigned.

Comments--Ethics and Professionalism. Indicate strengths and/or provide comments to clarify D or U Codes

Suggestions for improving deficits.

Check appropriate space(s) for the employee:

- | | |
|--|--|
| <input type="checkbox"/> follows suggestions for improvement | <input type="checkbox"/> be continued in employment |
| <input type="checkbox"/> be re-evaluated by <input style="width: 100px;" type="text"/> | <input type="checkbox"/> be recommended for non-renewal or termination |

Employee's Signature

Date Signed by Employee

Primary Evaluator's Signature

Date Signed by Primary Evaluator

The employee's signature indicates that this information has been read by the employee, but does not imply agreement. The employee may attach a statement to this evaluation to be placed in his/her personnel file.



FORM E2 CERTIFIED PERSONNEL DISTRICT EXPECTATIONS

Save & Print

****If at any time during the year the primary evaluator determines that the employee does not meet a district expectation, the procedure outlined in the Master Agreement will be followed.**

Select Semester Date Form Completed School Year

Last Name First Name MI Employee No.

Assignment Primary Evaluator

*Licensure Area Main Building

*Licensure Level Licensure Expiration Date

*Related to Assignment

- This employee meets the district expectations as identified in the Master Agreement. (List provided after required signatures on this form.)
- Employee will develop an *Individual Growth Plan* (Form E3) by February 1 and record the goal on "mylearningplan.com".
 - or
 - Employee has an *Individual Growth Plan* on file, which will be reviewed by the primary evaluator this school year.
 - or
 - Employee will submit *Final Summary Appraisal* (Form E4) during this school year.

****The employee and the primary evaluator will schedule a mutually agreeable time (as initiated by the employee) to develop or submit a plan as noted above.**

OR

- This employee meets most district expectations as identified in the Master Agreement; however, the areas under continued development are noted on Form E5. (Please complete Form E5 and attach it to this form.)

OR

- This employee does not meet the district expectations as identified in the Master Agreement. Additionally, this employee has not improved in the targeted areas as documented on Form E5. Therefore, an *Intensive Improvement Plan* (Plan E6) must be submitted to the Human Resources Office within 20 contract days.

OR

- This employee does not meet the district expectations as identified in the Master Agreement. Therefore, an *Intensive Improvement Plan* (Form E6) must be submitted to the Human Resources Office within 20 contract days.

Employee's Signature

Date Signed by Employee

Primary Evaluator's Signature

Date Signed by Primary Evaluator

The employee's signature indicates that this information has been read by the employee, but does not imply agreement. The employee may attach a statement to be placed in the district file.

Comment

DISTRICT EXPECTATIONS

INSTRUCTION Provides an effective program of instruction based on the needs and capabilities of the individuals or student groups involved. This should include, but not be limited to the following:

1. Builds instruction upon previously learned materials.
2. Uses a variety of teaching materials and techniques as appropriate for the content area.
3. Uses a variety of teaching materials and techniques as appropriate for all students/adults as assigned.
4. Provides for regular assessment of student/adult needs and progress.
5. Provides for appropriate re-teaching, adaptation, and/or extensions if needed.
6. Provides evidence of individual student/adult learning.
7. Prepares for assigned classes and can show evidence of such preparation.

KNOWLEDGE

8. Demonstrates effective skills in reading, writing, math, and speaking as necessary for assignment.
9. Demonstrates command of the subject matter for which he or she is assigned to teach/coordinate.
10. Implements the district's written curriculum and the state and district assessment program.
11. Demonstrates commitment to learn and apply new instructional and technology skills as related to assignment.

COLLABORATION

12. Works with other members of the staff in planning building or district curriculum, instructional goals, objectives, methods and assessments.
13. Attends and participates in assigned staff/team meetings.
14. Cooperates with others regarding the selection, use and sharing of books, equipment and other instructional materials.

ORGANIZATION AND MANAGEMENT

15. Takes necessary and reasonable precautions to protect students.
16. Develops and maintains a classroom environment conducive to learning.
17. Establishes and maintains communications with students, parents, colleagues and others as related to assignment.
18. Takes necessary and reasonable precautions to protect equipment, materials and facilities.

ETHICS AND PROFESSIONALISM

19. Demonstrates respect and value for all students and staff.
20. Maintains professional and ethical standards.
21. Meets and instructs students/adults at designated location and times.
22. Upholds and enforces school rules, district policies and administrative regulations.
23. Maintains state certification/licensure standards for teachers in the field for which he or she is assigned.

**FORM E3
CERTIFIED PERSONNEL
INDIVIDUAL GROWTH PLAN**

Select Semester Date Form Completed School Year

Last Name First Name MI Employee No.

Assignment Primary Evaluator

Length of Plan Main Building

Starting Date of Plan

Select one
 Please keep this plan confidential.
 My plan may be shared with other employees.

Goal. (Also record your goal on "mylearningplan.com")

Describe how this will improve student learning.

Methods/Strategies	Indicators of Progress (Include date of first indicator)	Resources/Support Needs

Methods/Strategies

**Indicators of Progress
(Include date of first indicator)**

Resources/Support Needs

Employee's Signature

Date Signed by Employee

Primary Evaluator's Signature

Date Signed by Primary Evaluator

Copies to--
Employee
Primary Evaluator
Human Resources Department



Save & Print

FORM E4
CERTIFIED PERSONNEL
FINAL SUMMARY APPRAISAL
INDIVIDUAL GROWTH PLAN

Select Semester [] Date Form Completed [] School Year []

Last Name [] First Name [] MI [] Employee No. [][][][][]

Assignment [] Primary Evaluator []

*Licensure Area [] Main Building []
*Licensure Level [] Licensure Expiration Date []
*Related to Assignment

Key your target goal(s), summary, and result in the corresponding box.

List the target goal(s) of the
Individual Growth Plan (Form E3)

List a descriptive summary of the
process used in the
Individual Growth Plan

List vital results/outcomes from the
Individual Growth Plan

Table with 3 columns and 2 rows for data entry.

**List the target goal(s) of the
Individual Growth Plan (Form E3)**

**List a descriptive summary of the
process used in the
Individual Growth Plan**

**List vital results/outcomes from the
Individual Growth Plan**

Employee Comments

Primary Evaluator Comments

Employee's Signature

Date Signed by Employee

Primary Evaluator's Signature

Date Signed by Primary Evaluator

Additional pages may be added if necessary.

Copies to
Employee
Primary Evaluator
Human Resources Department



**FORM E5
EVALUATION
CERTIFIED PERSONNEL**

Save & Print

Select Semester Date Form Completed School Year

Last Name First Name MI Employee No.

Assignment Primary Evaluator

Main Building

Licensure Information *Related to Assignment
*Licensure Area <input type="text"/>
*Licensure Level <input type="text"/>
Licensure Expiration Date <input type="text"/>

Observation Information Observations should be at least 20 minutes
Pre-Evaluation Conference Date <input type="text"/>
1st Observation Date <input type="text"/> Length <input type="text"/>
2nd Observation Date <input type="text"/> Length <input type="text"/>

I agree that the information presented above this line is accurate. Employee Initials

Code: **M** = Meets Expectations **D** = Developing **U** = Unsatisfactory

Instruction

Provides an effective program of instruction based on the needs and capabilities of the individuals or student groups involved. This should include but not be limited to the following:

Code

- Builds instruction upon previously learned materials.
- Uses a variety of teaching materials and techniques as appropriate for the content area.
- Uses a variety of teaching materials and techniques as appropriate for all students/adults as assigned.
- Provides for regular assessment of student/adult needs and progress.
- Provides for appropriate re-teaching, adaptation, and/or extensions if needed.
- Provides evidence of individual student/adult learning.
- Prepares for assigned classes and can show evidence of such preparation.

Comments--Instruction. Indicate strengths and/or provide comments to clarify D or U Codes.

Knowledge

Code

- Demonstrates effective skills in reading, writing, math, and speaking as necessary for the assignment.
- Demonstrates command of the subject matter for which he or she is assigned to teach/coordinate.
- Implements the district's written curriculum and the state and district assignment program.
- Demonstrates commitment to learn and apply new instructional and technology skills as related to assignment.

Comments--Knowledge. Indicate strengths and/or provide comments to clarify D or U Codes.

Collaboration

Code

- Works with other members of the staff in planning building or district curriculum, instructional goals, objectives, methods and assessments.
- Attends and participates in assigned staff/team meetings.
- Cooperates with others regarding the selection, use and sharing of books, equipment and other instructional materials.

Comments--Collaboration. Indicate strengths and/or provide comments to clarify D or U Codes.

Organization and Management

Code

- Takes necessary and reasonable precautions to protect students.
- Develops and maintains a classroom environment conducive to learning.
- Establishes and maintains communications with students, parents, colleagues and others as related to assignment.
- Takes necessary and reasonable precautions to protect equipment, materials and facilities.

Comments--Organization and Management. Indicate strengths and/or provide comments to clarify D or U Codes.

Ethics and Professionalism

Code

- Demonstrates respect and value for all students and staff.
- Maintains professional and ethical standards.
- Meets and instructs students/adults at designated location and times.
- Upholds and enforces school rules, district policies and administrative regulations.
- Maintains state certification/licensure standards for teachers in the field for which he or she is assigned.

Comments--Ethics and Professionalism. Indicate strengths and/or provide comments to clarify D or U Codes

Suggestions for improving deficits.

Check appropriate space(s) for the employee:

- follow suggestions for improvement
- will have a follow-up meeting-- Date of Meeting

Employee's Signature

Date Signed by Employee

Primary Evaluator's Signature

Date Signed by Primary Evaluator

The employee's signature indicates that this information has been read by the employee, but does not imply agreement. The employee may attach a statement to this evaluation to be placed in his/her personnel file.



Save & Print

FORM E6
CERTIFIED PERSONNEL
INTENSIVE IMPROVEMENT PLAN
Due to the Human Resources Department by April 1

Select Semester Date Form Completed School Year

Last Name First Name MI Employee No.

Assignment Primary Evaluator

*Licensure Area Building
*Licensure Level Licensure Expiration Date
*Related to Assignment

Key your target goal(s), summary, and result in the corresponding box.

District expectations requiring improvement	Evidence of the need for improvement	Plan for improvement (include resources and timeline)	Evidence of sufficient improvement will include the following

District expectations requiring improvement	Evidence of the need for improvement	Plan for improvement (include resources and timeline)	Evidence of sufficient improvement will include the following

As soon as it has been developed, a copy of this plan must be given to the employee, the primary evaluator, and the Division Director of Human Resources.

Employee's Signature

Date Signed by Employee

Primary Evaluator's Signature

Date Signed by Primary Evaluator

The employee's signature indicates that this information has been read by the employee, but does not imply agreement. The employee may attach a statement to this evaluation to be placed in his/her personnel file.

Note: This section must be completed and submitted to the Human Resources Department by April 1.

Check the appropriate space:

- This employee has shown satisfactory improvement and now meets all district expectations.
- This employee has shown some improvement and will continue with the suggestions noted on Form E5.
- This employee has not shown sufficient improvement and will be recommended for non-renewal.

Employee's Signature

Date Signed by Employee

Primary Evaluator's Signature

Date Signed by Primary Evaluator

The employee's signature indicates that this information has been read by the employee, but does not imply agreement. The employee may attach a statement to this evaluation to be placed in his/her personnel file.



Save & Print Form

**OFFER TO CONTRIBUTE TO
Illness Pool, Catastrophic Leave Pool, and/or
LEA President's Release Pool**

Employee's Name

Badge Number

Building

Illness Leave Pool	Catastrophic Leave Pool	LEA President's Release Pool
<p>I have read the provision of and the guidelines developed for the implementation of the Illness Leave Pool (see related Master Agreement Article).</p> <p>I hereby offer to contribute the following number of leave days which I understand will be deducted from my illness leave accumulation if my name is selected in the drawing held for the Illness Leave Pool.*</p> <p>Number of illness leave days I offer to contribute to the Illness Leave Pool.</p> <p>Days Contributed <input type="text"/></p> <p>_____ Signature of Professional Employee</p> <p>_____ Date of Signature</p>	<p>I have read the provision of and the guidelines developed for the implementation of the Illness Leave Pool (see related Master Agreement Article).</p> <p>I hereby offer to contribute the following number of leave days which I understand will be deducted from my illness leave accumulation if my name is selected in the drawing held for the Catastrophic Leave Pool.*</p> <p>Number of illness leave days I offer to contribute to the Catastrophic Leave Pool.</p> <p>Days Contributed <input type="text"/></p> <p>_____ Signature of Professional Employee</p> <p>_____ Date of Signature</p>	<p>As per Article 30: Half-time release LEA President. The LEA will pay for part of the cost of the half-time release President through certified professional employee members' contribution of sick days.</p> <p>I hereby offer to contribute the following number of leave days which I understand will be deducted from my illness leave accumulation if my name is selected in the drawing held for such the LEA President's Release Pool.*</p> <p>Number of illness leave days I offer to contribute to the LEA President's Release Pool.</p> <p>Days Contributed <input type="text"/></p> <p>_____ Signature of Professional Employee</p> <p>_____ Date of Signature</p>

*Persons who have accumulated more illness leave days than the length of their base contract may contribute those excess days to the pool without a deduction from their maximum accumulation.

2011 - 2012 Memos of Understanding
Lawrence Education Association & USD 497 Board of Education

1. Article 10: Additional Assignments

The Lawrence Education Association and the USD 497 Board of Education Negotiations Teams agree to charge the Additional Assignments Sub-Committee to collect information and make recommendations concerning additional assignments impacted by grade level reconfiguration.

2. Article 18:

The Lawrence Education Association and the USD 497 Board of Education Negotiations Teams will create and charge a subcommittee, of no more than five (5) representatives appointed by each group, to study Article 18A Professional Development – Collaboration Time. The subcommittee will review past and current practices as well as best practice related to Professional Learning Communities and Professional Collaboration. The subcommittee will report their findings as well as possible recommendations for changes to the collaboration process no later than March 31, 2012.

3. Article 19: Evaluation

The Lawrence Education Association and the USD 497 Board of Education negotiations teams agree to direct the Evaluation Subcommittee to continue studying and developing an evaluation process, with appropriate tools to implement the new system, based on the Charlotte Danielson evaluation model as outlined in the Subcommittee’s report to the teams on March 30, 2011. If possible, the Subcommittee should develop appropriate tools to use in evaluating volunteer teachers during a trial period beginning second semester of the 2011-12 school year. The trial evaluations will be used to test the model and will not be used to satisfy any evaluation currently required pursuant to Article 19.

The Evaluation Subcommittee will present a progress report to the negotiations teams along with any additional recommendations no later than March 31, 2012.

4. Understanding of the Master Agreement

The Lawrence Education Association and the USD 497 Board of Education negotiations teams agree to work collaboratively to increase professional employee and administrator awareness and understanding of the Master Agreement. Toward this end the district will prominently display the current Master Agreement on the website and employee online portal. The district will print complete copies of the Master Agreement for each LEA officer, negotiator, and building rep as well as provide a copy for each building and administrator. Additionally, for the 2011-2012 Master Agreement the district will provide a small size printed copy for any professional employee that requests one from Human Resources. The LEA will survey the membership to determine the effects of the prominent online display and the usage of the printed copies and report to the teams by March 31, 2012.