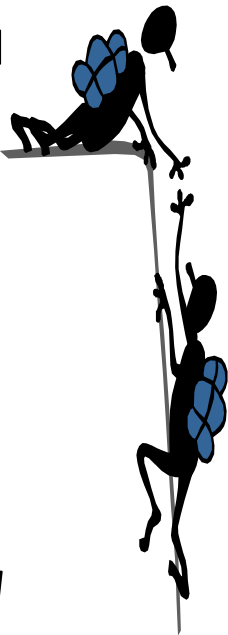


The LEA Insider



The LEA Office has started to receive a number of calls regarding the two topics below. Rather than wait until the first of the month, LEA wanted to connect with members on these issues immediately.

I. The Last Teacher Work Day: Friday June 5, 2009

The last teacher work day is Friday, June 5th. Teachers are on contract that day to complete all of the necessary business of shutting down for the year, following the previous last student day. The *LEA-LPS Professional Agreement* is clear about the expectations for teachers on June 5th: it is a "professional duty day." Article 5-4 "Certificated Staff Duty Days," Section a (1), page 8, reads: "During professional duty days, certificated employees will be on duty working in buildings or engaged in professional duties at their discretion" (editorial emphasis). In other words, no mandatory meetings may be called by administrators, supervisors, or even colleagues on June 5. Teachers are empowered to do what they need to complete their duties for the entire contract day without being interrupted or having additional meetings to attend. If staff wish to voluntarily attend meetings on June 5, they may do so, but staff should not feel under any obligation to do so and any mandatory meeting called for June 5 (unless there is an emergency of some

sort) is a violation of the contract.

II. Staff Development During the Summer

Teachers cannot be required to attend staff development, regardless of the topic or reason (be it a workshop, BIST training, curriculum development, appraisal conferences, etc.) during the summer when the employee is off contract. For all certificated staff on regular contracts, your contractual obligation to perform duties for LPS ends after June 5, 2009, for the school year. The *LEA-LPS Professional Agreement*, Article 5-7 "Staff Development" section e, page 10, reads: "Staff development which shall be mandated as a requirement for Lincoln Public Schools certificated employees shall be offered during the contract day and cannot be used for horizontal advancement" (editorial emphasis).

The District can offer staff development during the summer for pay (attendance would still be voluntary) or provide FLEX time for attendance. [Staff are well aware of the fact that they need 7 building and 7 district FLEX hours throughout the year outside of ordinary contract days in order to receive pay for the two contract days that are not on the calendar as certificated work days for 2009-2010.] Building staff development can be provided during the school year as part of staff meetings or as part of the building's accumulated 7 hours of FLEX time. If teachers are approached and directed to attend workshops or trainings of any kind in the summer and there is no pay or FLEX time provided, attendance is absolutely voluntary and cannot be mandated regardless of the importance of the training to the certificated members of the site [Again, even when pay or FLEX time is offered, persons need to realize they are off contract and attending summer workshops and training to be paid or receive FLEX hours is at their discretion (while still needing to earn FLEX hours at some time.)]

What Does Following the Contract Really Mean?

The provisions within the LEA-LPS Professional Agreement were not created in a vacuum. The language within the contract is not simply what LEA wants. The language in the *LEA-LPS Professional Agreement* set forth expectations for staff from both LPS and LEA. The language found within the contract is what is good for professionals and therefore what is good for kids. When administrators, supervisors, or colleagues propose mandated meetings and/or trainings that clearly violate the contract, those proposals run contrary to what both the District and the Association have set forth as expectations for employees. Members are never to feel threatened, at fault, or guilty for calling to a person's attention that their request is a contract violation, nor should individuals fear retaliation for requesting that supervisor to revise their proposals so that their request falls within the confines of the contract. Indeed, retaliation against employees violates

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**both the contract and LPS Board policy. Nor should individuals feel guilty, that they are not being team players if they decide they cannot or choose not to attend voluntary inservice. Voluntary means voluntary and members have numerous commitments during non-contract time.**

**Members are reminded not to refuse a directive from a supervisor even if they feel that the directive is a contract violation. To do so risks charges of insubordination. Members should, however, (1) never hesitate to clarify with their supervisor whether or not what they are being asked to do is a request for voluntary attendance, a desire, a wish, or a directive (be specific with your supervisor), and (2) if it is a directive and in violation of the contract, contact LEA to, if necessary, initiate the grievance procedure.**

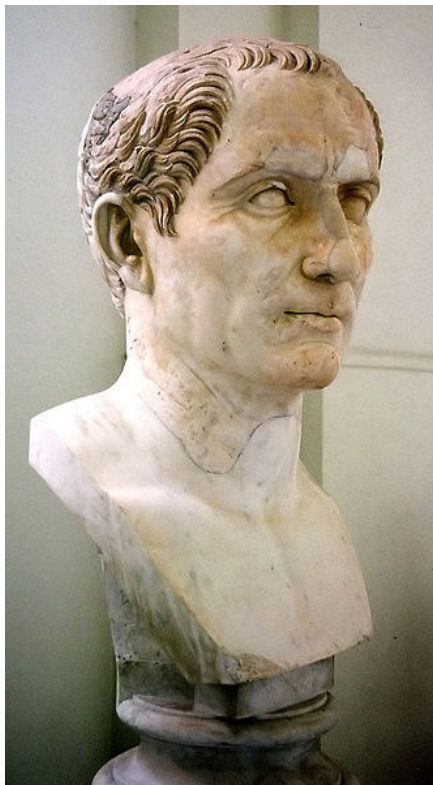
**Members who use the grievance procedure to do problem solving (which is what the grievance procedure is for) are fully engaging in what both the LEA and LPS expect employees to do as set forth in the *LEA-LPS Professional Agreement* when such situations arise. To do anything less, is not what the District or the Association expects based upon the jointly written and approved *Professional Agreement*.**

## **Bumper Stickers of the Month**

**(You get a bonus bumper sticker plus a historical reference for reading all of the above):**

**“Veni, Vidi, Velcro: I Came, I Saw, I Stuck Around.”**

**“Veni, Vidi, Visa: I Came, I Saw, I Did a Little Shopping.”**



[From the Latin: "Veni Vidi Vici: I Came, I Saw, I Conquered" ~~~Julius Caesar, 47 BCE].