

Logan City School District

**LICENSED
NEGOTIATED AGREEMENT
2014-2015**



www.loganschools.org

Approved: June 16, 2014

LOGAN CITY SCHOOL DISTRICT LICENSED NEGOTIATED AGREEMENT

The following policies confirm the mutual understanding of Logan City Board of Education and the Logan Education Association in establishing rules and regulations governing school policy. This Agreement shall be governed and subject to the laws of the state of Utah. Any provisions of the Agreement that conflicts with prevailing Utah law or federal law shall be null and void.

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ARTICLE 1

Definition of Terms

1-1 Definition of Terms

- 1-1-1 District: Logan City School District in the State of Utah.
- 1-1-2 Board: Board of Education of the Logan City School District in the State of Utah.
- 1-1-3 Education Employee Association (hereafter Association): a formalized professional organization representing members of its employee classification.
- 1-1-4 Superintendent: Superintendent of Schools of the Logan City School District in the State of Utah.
- 1-1-5 Educator: all regularly assigned personnel who hold positions requiring licensing and who have valid licenses issued to them by the Utah State Board of Education. It shall not refer to the Superintendent, Business Administrator, licensed District Administrative staff, School Administrators, or Non-Licensed Professional/Technical Educators.
 - 1-1-5-1 Provisional Educator: an Educator who is newly employed or reemployed by the District and has not yet established Career Educator status. A Provisional Educator must work for the District on at least a half-time basis for at least three (3) consecutive years to obtain Career Educator status. Career Educators who have an interruption in service of two (2) years or more shall be a Provisional Educator for the first school year following their return.
 - 1-1-5-2 Career Educator: an Educator who has been employed by the District three (3) years and has obtained a reasonable expectation of continued employment through successful performance evaluations. Career Educators who return to the District after an interruption in service of one (1) year shall return to the District as a Career Educator.
- 1-1-6 Part-time Educator: an Educator who is employed less than .50 of a full-time equivalent (FTE). A Part-time Educator is not covered under the provisions of this Agreement.
- 1-1-7 Temporary Educator: all Educators who are employed after the first contract day of the school year and all other Educators hired on a limited short-term basis and have no expectation of continued employment.

- 1-1-8 ARL Educator: an Educator who is pursuing an Utah teaching license under the Utah State Office of Education's Alternative Route to Licensure program. An ARL Educator is considered a temporary Educator and has no expectation of continued employment. Service within the District as an ARL Educator counts toward steps on the salary schedule but does not count toward years of provisional status.
- 1-1-9 Days: calendar days except where otherwise noted.
- 1-1-10 School Year: the period of time from the first day of the contract year in the fall through the final day of the contract year in the spring as established by the official school calendar.
- 1-1-11 Experience: length of continuous service in the Logan City School District (in equivalent full-time years) from the date of the Educator's signed contract. Leaves of Absence and Sabbatical Leaves shall not be deemed interrupted service, and will not be added to accumulated years of service.
- 1-1-12 Grievance: written or oral statement of an alleged violation or misinterpretation of the terms, meaning, or application of an Educator's contract, negotiated Agreement, Board policy decisions, or legal statute. It is expressly understood that a claim based upon an event or condition which does not fall within this definition shall not constitute a grievance.
- 1-1-13 Grievant: an Educator or group of Educators of their representative organization (Association) filing a grievance.

ARTICLE 2

General Statement

2-1 General Statement

- 2-1-1 This Agreement shall be deemed to be a part of each individual Educator's contract.
- 2-1-2 The Board shall continue its policy of not discriminating against any Educator on the basis of race, creed, color, national origin, sex, marital status, or membership in any educational organization.
- 2-1-3 Educators have the right to join any lawful organization for their professional or economic improvement and for the advancement of public education.
- 2-1-4 The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.
- 2-1-5 The Association shall have the right to request that particular matters within its area of interest be placed on an agenda for official Board meetings, and the Board shall notify the President of the Association or designee with respect to the placement of such items on a particular agenda and of the action taken. The Superintendent shall provide the Association with the agenda to be considered.
- 2-1-6 No change, revision, alteration, or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- 2-1-7 This Agreement shall be governed and construed according to the Constitution and the Laws of the State of Utah.
- 2-1-8 The Board and the Association recognize that the Board has certain powers, discretions, and duties that under the Constitution and laws of the State of Utah may not be delegated, limited, or abrogated by agreement with any party. Accordingly, any provision of these policies, or any application of the same to any Educator covered hereby shall have effect only to the extent permitted by law; but all other provisions or applications of these policies shall continue in full force and effect.

ARTICLE 3

Procedural Guidelines

3-1 Recognition of Association

- 3-1-1 The Board agrees to recognize the education employee association with the greatest number of members, for its employee classification, as the exclusive representative of all members of the employee classification upon being furnished with satisfactory evidence that the largest number of employees within the classification have designated or selected it as their representative. An individual Educator shall have the right to present grievances, with or without representation by an Association per the grievance procedure provided. Nothing in this statement shall be so construed as to deprive any individual of his rights under the Utah Right to Work law nor his rights as set forth in Title IV of the Civil Rights Act or provisions that may be applicable to public Educators under Section 34-19-1 through 13 and Section 34-20-1 through 13, Utah Code Annotated, 1953, as subsequently amended.
- 3-1-2 Upon receipt of a signed statement from an Educator, the public employer shall deduct a specified sum not to exceed three (3) percent per month of the Educator's wages and the public employer shall pay the specified amount to an association designated by the Educator. This assignment of wages by the Educator may be terminated at any time by the Educator by providing written notice to the public employer.
- 3-1-3 No deductions contrary to Utah Law may be made, nor may any deductions be processed by the public employer for the benefit of any political candidate or campaign committee, political action committee, political fund sponsored by a labor organization, or any entity established by a labor organization to solicit, collect, or distribute monies primarily for political purposes.

3-2 Procedural Guidelines for Negotiations

- 3-2-1 If a simple majority is present, negotiation teams, for both the Association and the Board, are fully authorized by their respective constituents to act in good faith in reaching tentative agreements through Interest-Based Bargaining (IBB). Both teams commit to enhance bargaining outcomes without impairing the parties' relationship by utilizing Interest-Based Problem Solving. The essence of this process is information-sharing, creative exploration, and working toward mutually beneficial solutions. Upon request of either party the other shall make available for inspection its public records and data pertinent to the subject under negotiation.
- 3-2-2 During the evaluation portion of the IBB process, each team shall have equal voice.

3-2-3 Agreements arrived at in the negotiating process and signed remain tentative* pending completion of an agreement on the entire package. A recommendation is drawn from these tentative agreements and presented to the Board and the Association for ratification.

*Meaning an item that has been agreed upon and signed may be recalled by either or both parties and re-entered into negotiation when the item under consideration parallels the first item in either subject, content, and/or meaning.

3-2-4 Information is released to the news media only when jointly prepared releases are mutually agreed upon.

3-2-5 Negotiations are conducted at times and places mutually agreeable to the negotiators named by each party.

3-2-6 The Board negotiating team is comprised of individuals designated by the Board. The teachers' negotiating team is comprised of Educators of the District and members of the Association. Either party may utilize the services of an outside consultant to assist in negotiations.

3-2-7 Either team may caucus if deemed necessary, but a caucus session is not to exceed ten (10) minutes without notifying the other team.

3-2-8 The agenda for the next negotiating session is set at the end of each meeting.

3-2-9 Tentative agreements of the just completed meeting are read, corrected, and approved for content. The minutes are then re-read and approved at the beginning of the next scheduled meeting.

3-2-10 **Joint Study Committee**

3-2-10-1 Negotiators for the Board and the Association are empowered to create joint study committees when necessary.

3-2-11 **Adopting Agreements**

3-2-11-1 Agreements reached through the aforementioned procedure shall be reduced to writing and shall be presented for approval by the Board and the Association and shall be signed by the properly designated officers of the Board and the Association.

ARTICLE 4

Educator Contracts

4-1 Appointment of Professional Educators

- 4-1-1 Notice of appointment and acceptance of contract must be written, shall be made on forms furnished by the Board, and must be approved by the Board of Education. Only the Board has the authority to hire and fire unless such authority has been expressly delegated in writing. Educators are encouraged to read the Licensed Negotiated Agreement available at www.loganschools.org.
- 4-1-2 The term of employment shall be as specified on the contract.
- 4-1-3 Professional Educators are exempt employees under section 13(a) (1) of the Fair Labor Standards Act of 1938, as amended. The amount of work time an employer may require or expect from any exempt employee, including mandatory overtime, is not limited or restricted (See www.flssa.com/coverage.html).

4-2 Resignation

- 4-2-1 Contracts are accepted in good faith by both parties. However, the Board agrees to give due consideration to the Educator's statement of resignation if received in writing at least thirty (30) days prior to the date of resignation stating clearly the reason for wishing to be released from the contract. Once a contract or letter of employment is signed and less than a thirty (30) day notice is given prior to resignation or the start of the school year, the District will assess a breach of contract penalty of \$1000. In instances where the release is requested to enable the Educator to accept other employment, the request is granted only if a suitable replacement is available.

4-3 License Responsibility

- 4-3-1 It is the responsibility of Educators to obtain and maintain through the Utah State Office of Education a current Utah Teaching License including the renewal of an expiring license. As noted in §9-1-2, failure to maintain requirements for licensure or certification may be cause for disciplinary action, including termination.

4-4 Personnel File

- 4-4-1 Educators furnish for the District all items needed for their personnel file including:
 - 4-4-1-1 A current license valid for the Educator's assignment. A valid Utah License and/or letter of authorization from the State must be filed by October 31, or thirty (30) days after employment at the District Office for the Educator to be paid at the contract teaching rate.

4-4-1-2 Current official transcript(s) of all university credit. Photocopies are not accepted.

4-4-1-3 A satisfactory statement of date of birth and proof of identity.

4-5 Career Educator Status

4-5-1 Educators employed at least half (1/2) time for three (3) or four (4) consecutive years, with successful evaluations, are considered permanent except for the reasons identified under Orderly Termination in §9-1-2. Part-time Educators are not guaranteed specific contract percentages based on past years' assignment. Part-time assignments may be reduced or expanded due to enrollment fluctuations and principal assignment, and are not considered reduction-in-force.

4-5-2 Part-time Educators employed less than half (1/2) time are subject to termination after each contracted year has been completed. Said contracts are for one (1) year only, and Educators do not accrue Career Educator status if employment extends to beyond three (3) years or four (4) years.

4-5-3 During the provisional period, new Educators must demonstrate through performance evaluations their teaching skills and conduct themselves in an acceptable manner to their superiors and peers in performance of all assignments.

4-5-4 Upon successful completion of a third consecutive provisional contract, or a fourth consecutive provisional contract where applicable, a Provisional Educator becomes a Career Educator pending approval by the Board of Education during their June board meeting.

4-5-5 If a Career Educator takes leave for one (1) year or less, the Educator returns with career status.

4-6 Duty-Free Lunch

4-6-1 Educators have a daily duty-free lunch period per individual school schedule.

4-7 Preparation Time

4-7-1 Teachers have daily preparation time per individual school schedule.

4-7-2 Preparation time is intended for the purpose of preparing and planning. Therefore, additional teaching assignments during an Educator's preparation time are not permitted except in rare circumstances as identified below:

4-7-2-1 A qualified, licensed Educator cannot be found to fill the vacancy.

4-7-2-2 The Superintendent makes that administrative decision after consulting with the Association and demonstrating that a qualified, licensed Educator is not available to be assigned to the vacancy.

4-8 Attendance at Meetings

4-8-1 Educators, part-time/full-time, are required to attend all meetings, specifically (1) faculty meetings of the school, (2) District meetings called by the Superintendent, District supervisors, and/or principal. They are also encouraged by the administration to attend the Association meetings which serve a joint administrative and professional purpose. Other professional organization meetings are to be attended at the option of the Educator.

4-9 District Calendar

4-9-1 A calendar for the School Year is adopted by the Board which includes 180 teaching days and requires an Educator's services to be available up to 183 days. During the first year of service in the District, attendance at New Educator Induction is also required. Additional days may be added depending on availability of funding and, if so, expectations outlined throughout this agreement would apply. It is recognized that the Board may revise an adopted calendar per State and District requirements. However, it is anticipated that this will be done after consultation with the Association. The contract specifies the terms of employment for all Educators.

ARTICLE 5

Salary Provisions

5-1 Single-lane Salary Schedule

- 5-1-1 It is mutually agreed that, beginning with the 2014-15 School Year, payment of salaries according to a single-lane salary schedule is to the advantage of all concerned. The Single-lane Salary Schedule negotiated by the Board and the Association shall be the only schedule used for the current year.
- 5-1-2 Future service as an Educator in the District will result in increment advancement on the Single-lane Salary Schedule as negotiated annually and shall be contingent upon an Educator receiving a satisfactory evaluation.

5-2 Conversion to the Single-lane Salary Schedule

- 5-2-1 Educators under contract with the Logan City School District during the 2013-14 school year, shall be placed on the increment of the Single-lane Salary Schedule closest to, but not less than, his/her 2013-14 School Year salary. Such placement shall account for all “lane changes” or continuing education advancements granted to date.
- 5-2-2 Educators under an extended School Year contract with the Logan City School District during the 2013-14 school year shall be placed on the Single-lane Salary Schedule as governed in §5-2-1. Extended days shall be calculated based on the Educator’s daily rate of pay and shall be recognized as an “FTE add-on” to the Educator’s School Year contract salary.

5-3 Initial Placement on the Single-lane Salary Schedule

- 5-3-1 Upon initial hire in the District, Educators who have completed a Bachelor’s Degree from an accredited University or College of Higher Education shall be placed on the first increment of the Single-lane Salary Schedule.
- 5-3-2 Upon initial hire in the District, up to thirteen (13) years of verified experience outside the District as a licensed Educator in a K-12 or Special Education accredited public or charter school may be recognized. Each year must have included ninety (90) contract days or more, must have been the equivalent of half-time (.5 FTE) or greater, and must have required a valid Educator license in order to qualify as one year’s experience. Each year of verified previous experience will advance initial placement on the Single-lane Salary Schedule by one increment.
- 5-3-3 Experience in a related field, a position which did not require a teaching license, a private school setting, or a university setting will not be applied toward advancement on the salary schedule.

5-4 Continuing Education Advancement

- 5-4-1 Educators who have completed sufficient continuing education to advance their status on the Single-lane Salary Schedule must complete and submit to Human Resources a *Continuing Education Advancement Application*. It is the responsibility of the Educator to submit with the application, an original official transcript of all University or College of Higher Education semester hours and/or a list of all Utah State Office of Education (USOE) credits earned to that date, prior to the last working day of the month. Photocopies of transcripts are not accepted.
- 5-4-2 Approved Continuing Education Advancement applications received August 1 through April 30 will result in designated increment adjustments effective from the first working day of the month following the submission of all required materials in accordance with the negotiated agreement governing that school year. Approved increment adjustments are processed and reflected in the Educator's earning statement within six (6) to eight (8) weeks.
- 5-4-3 Approved Continuing Education Advancement applications received May 1 through July 31 will result in designated increment adjustments effective the first day of the beginning of the next school year following the submission of all required materials in accordance with the negotiated agreement governing the next school year. Approved increment adjustments are processed and reflected in the Educator's earning statement within six (6) to eight (8) weeks.
- 5-4-4 Semester hours from an accredited University or College of Higher Education and/or Utah State Office of Education (USOE) approved credit are accepted for Educators desiring to receive continuing education advancement on the Single-lane Salary Schedule as follows.
- 5-4-4-1 Bachelor's Degree plus 20 Semester Hours: Educators who have completed 20 semester hours of University or College of Higher Education courses and/or Utah State Office of Education (USOE) approved credit after the Bachelor's Degree shall be advanced two increments on the Single-lane Salary Schedule.
- 5-4-4-2 Master's Degree: Educators who have completed a Master's course of study and officially been awarded the Master's Degree or, who after having met all requirements for the Bachelor's Degree, have completed 50 semester hours of University or College of Higher Education courses and/or Utah State Office of Education (USOE) approved credit, shall be advanced two increments on the Single-lane Salary Schedule.

- 5-4-4-3 Master's Degree plus 30 Semester Hours: Educators who have completed 30 semester hours of University or College of Higher Education courses and/or Utah State Office of Education (USOE) approved credit after the Master's Degree has been officially awarded shall be advanced two increments on the Single-lane Salary Schedule.
- 5-4-4-4 Doctorate Degree: Educators who have completed an approved Doctoral course of study and officially been awarded the Doctorate Degree shall be advanced two increments on the Single-lane Salary Schedule.

5-5 Extra Responsibility Assignments

- 5-5-1 Extra teaching responsibilities within the regular school year but beyond the normal scope of duty or outside of the regular school year are paid on a stipend basis at the discretion of the program director or principal responsible for the applicable budget. Program directors and principals must submit to the Superintendent a proposal outlining such teaching responsibilities and rationale for proposed stipend. Prior approval of the Superintendent, Business Administrator, and Board of Education is required before extra teaching responsibilities are assigned. Advertisement of such opportunities to all qualified Educators may be required.
- 5-5-2 District sponsored Saturday or summer professional development training may be paid on a stipend basis at the discretion of the program director or principal responsible for the applicable budget. Program directors and principals must submit to the Superintendent a proposal outlining the proposed professional development and rationale for proposed stipend. Prior approval of the Superintendent, Business Administrator, and Board of Education is required.
- 5-5-3 Educators who render services beyond their current contract for special projects requested by district directors are paid on a stipend basis. Proposals for such projects must receive prior approval of the Superintendent, Business Administrator, and Board of Education.
- 5-5-4 District sponsored behind the wheel driver education will be paid at the hourly negotiated rate (third increment of the Single-Lane Salary Schedule, divided by 183 days, divided by 8 hours per day).
- 5-5-5 All extra-responsibility assignments are year-to-year and are at-will assignments. Such assignments are separate from primary assignments and are separate from Provisional or Career Educator assignments. Such assignments and stipend amounts, where applicable, are assigned to schools for a site-based decision making process. All schools follow the guidelines outlined below:
 - 5-5-5-1 A school committee, under the direction of the principal, representative of all school areas meets to determine the list of assignments to be funded and the respective amounts for each.

- 5-5-5-2 All such extra-responsibility assignments must be outside of the regular contract time and outside normal contract duties, responsibilities, and expectations.
- 5-5-5-3 All such extra-responsibility assignments must be for activities where there are no other funding sources.
- 5-5-5-4 All proposed extra-responsibility assignments are submitted annually to the District Office for review and approval by the Business Office based on funding and the original intent of the school committee. This takes place prior to any expenditure of these funds.
- 5-5-5-5 Anyone employed for an extra-responsibility assignment is employed through approved District employment procedures and does not receive payment for services until required procedures are completed. Extra-responsibility assignment stipend requests for currently employed licensed Educators are submitted in accordance with §5-4-1 for review and approval. Requests for all other persons are paid through approved District payroll procedures.
- 5-5-5-6 The funding level for each school is based on the prior year's expenditures plus an increase equal to the negotiated salary increase set annually.
- 5-5-5-7 The school extra-responsibility committee meets at least annually to review this process and make any necessary modifications.
- 5-5-5-8 Each person fulfilling an extra-curricular assignment must have on record with the Human Resource Department a signed *Logan City School District Board of Education Policy and Standards of Conduct for Extra-Curricular Activities* agreement BEFORE rendering services and prior to any remuneration being issued.

5-6 Internship

- 5-6-1 Those wishing an internship in the District must submit a letter to the Superintendent with an approved/completed administrative or other course of study prior to September 15 of the school year. The Superintendent is not obligated to guarantee an internship in the District. An approved, paid internship, is paid five-eighths (5/8) of the appropriate increment for the Educator on the Single-lane Salary Schedule, and remains such throughout the entire contract period. Internship within the District counts toward increment advancement on the Single-lane Salary Schedule as governed by §5-3-4, but does not count toward years of provisional service. Interns receive single insurance benefits as allowed in Article 10.

5-7 Payroll Deductions

- 5-7-1 Deductions from monthly salary checks may be made for such professional or mutual benefit organizations as are authorized in writing by the Educator and agreed to by the Board. Federal income tax, retirement taxes and contributions, and any other amounts required by law or authorized by the Educator are deducted from the amount of the contract.

5-8 Payroll Schedule

- 5-8-1 Payment for services shall be monthly and payment shall be made on the twenty-fifth (25th) day of each month. Educators are paid in twelve (12) equal monthly installments. Payment commences with the first regular pay period of the school year.

5-9 Salary Adjustments

- 5-9-1 In the event funds for school operation and maintenance are made available during the year from State or Federal sources which are in excess of the amounts anticipated at the beginning of the year, the salary schedules may be revised and the amount of individual contracts adjusted in such manner as the Board and the Association may at the time determine.
- 5-9-2 Concerns about conditional factors or discrepancies that determine placement on the Single-Lane Salary Schedule must be filed with the Superintendent. The statute of limitations for filing on a discrepancy is two (2) years from the date of such placement. Any over-payments from the District also have a statute of limitations of two (2) years.

ARTICLE 6

Transfer and Reassignment

The right of the Board to transfer personnel from one position to another or from one school to another is valid, with the following provisions:

6-1 Voluntary Transfer and Reassignment

- 6-1-1 Educators desiring a transfer or reassignment for the subsequent school year shall make their specific request known by letter to Human Resources. Such a letter shall be handled confidentially and such a request considered at the time that openings occur in the desired positions. Any request for transfer to another school or certification area requires the Educator to participate in an interviewing process.
- 6-1-2 Where feasible, assignments of new Educators in the school system shall not be made until such requests for reassignment or transfer have been considered.
- 6-1-3 In determination of requests for voluntary transfer and/or reassignment, the convenience and wishes of the individual Educator shall be honored to the extent that they do not conflict with the instructional requirements and best interest of the school system. If more than one Educator has applied for the same position, the Educator best qualified for that position shall be appointed and, qualifications being equal, experience in the District shall have preference.

6-2 Involuntary Transfer and Reassignment

- 6-2-1 The Board and the Association recognize that some involuntary transfer of Educators from one school to another or reassignment within a school is unavoidable. They also recognize that under normal circumstances transfer or reassignment of Educators should be held to a minimum. Therefore, they agree as follows:
 - 6-2-1-1 Notice of any involuntary transfer or reassignment shall be given to the affected Educator as the information becomes available to the District.
 - 6-2-1-2 When an involuntary transfer is necessary to meet staffing requirements, the principal shall inform educators in the grade level or subject area affected that they may volunteer to take the place of the Educator subject to involuntary transfer. The Administrator considers the volunteer's licensure and endorsement, major and/or minor fields of preparation, area(s) of competence, quality of teaching performance, grade level or subject experience and interest, extra duty assignments, special abilities, ability to collaborate with peers, and length of service with the District.

If there are no volunteers or if there are concerns with the above considerations, the teacher in the grade level or subject area where the position is being eliminated who has the least overall seniority in the District will be identified as the one for transfer.

- 6-2-1-3 When involuntary transfer or reassignment is necessary, the Administrator considers the Educator's licensure and endorsement, major and/or minor fields of preparation, area(s) of competence, quality of teaching performance, grade level or subject experience and interest, extra duty assignments, special abilities, ability to collaborate with peers, and length of service with the District.
- 6-2-1-4 An involuntary transfer or reassignment shall be made only after a meeting between the Educator involved and the Superintendent or designee at which time the Educator shall be notified of the reasons thereof. Either party may have a witness or consultant in attendance. If an Educator has been transferred due to declining student numbers or change in class size reduction positions, the option of returning to his or her previous position shall be discussed with the Educator if the position is reopened prior to the start of school.
- 6-2-1-5 Openings in the school system shall be discussed with the Educator(s) involved in the transfer. Educator(s) involved may share interest in existing openings. The Administrator considers the Educator's interest along with qualifications outlined in §6-2-1-3. Assignments of new Educators in the school system shall not be made until reassignments or transfers have been made.
- 6-2-1-6 Transfer within the District shall be based on need.

6-3 Involuntary Transfers and Assignments Pay and Retraining Allowance

- 6-3-1 The right of the Board to transfer personnel from one position to another or from one school to another is valid, with the following provisions:
 - 6-3-1-1 The Administrator assigns Educators to fields where they are prepared to teach. However, when situations beyond the control of the Administrator require the assignment of Educators to subjects where their preparation is not adequate, they may be required to strengthen their backgrounds in the areas. In such an event, the District pays the university registration fee for any course work Educators are required to complete.

ARTICLE 7

Leave

7-1 Leave

7-1-1 Leave provisions apply only to the base contract. Absence of an Educator for the reasons stated in Article 7 shall be charged against leave allowance regardless of the employment of a substitute. Days of leave shall be acquired according to an Educator's current FTE (i.e. .50 FTE generates leave in half-day increments; 1.0 FTE generates leave in full-day increments). Days of leave shall be charged against the Educator's leave balance in increments equal to the Educator's FTE at the time the leave is taken, regardless of the Educator's FTE at the time the leave is acquired.

7-2 Family and Medical Leave Act (FMLA)

7-2-1 The District follows the Family and Medical Leave Act (FMLA), 29 U.S.C. §2601 and implementing regulations located at 29 C.F.R., §825 et seq. FMLA leave runs concurrent with any other District provided leave and is issued on a fiscal year (July 1 through June 30).

7-2-2 FMLA Definitions

7-2-2-1 Eligible Educator: any certified Educator of the District who has been employed for at least 12 months by the District and has worked at least 1,250 hours during the immediate 12-month period prior to any request for leave under this Policy.

7-2-2-2 Employment benefits: all benefits provided by the District to an Educator such as group life insurance, health insurance, disability insurance, sick leave, personal leave, and pension or retirement benefits.

7-2-2-3 Health care provider: a licensed doctor of osteopathy or medicine.

7-2-2-4 Parent: the natural or adoptive parent of a child or legal guardian who acts in the place of a parent.

7-2-2-5 Son or daughter: a biological, adopted, or foster child, a stepchild, a legal ward, of a person who acts as parent. A child is: (a) less than 18 years of age; or (b) older than 18 years but incapable of self-care due to mental or physical disability.

7-2-2-6 Spouse: a legal husband or wife.

7-2-2-7 Serious health condition: an illness, injury, impairment, or physical or mental condition that requires:

1. inpatient care consisting of an overnight stay in a hospital, hospice, or residential medical facility and subsequent treatment in connection with such inpatient care; or
2. continuing treatments by a health care provider, which includes:
 - a. a period of incapacity lasting more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - i. two visits within the first thirty (30) days of incapacity with the first visit occurring during the first seven (7) days of incapacity;
 - ii. one treatment by a health care provider with an inpatient visit within seven (7) days of the first day of incapacity with a continuing regimen of treatment.
 - b. any period of incapacity due to pregnancy or prenatal care;
 - c. any period of incapacity or treatment due to a chronic serious health condition which:
 - i. requires periodic visits, at least 2 visits per year, for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - ii. continues over an extended period of time (including recurring episodes of a single underlying condition); or
 - iii. may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
 - d. a period of incapacity which is permanent or long-term due to a serious health condition for which treatment may not be effective, such as Alzheimer's disease, severe stroke, or terminal stages of a disease.
 - e. any absences to receive multiple treatments for restorative surgery or for a condition that would result in a period of incapacity of more than three (3) days if not treated.

7-2-3 **FMLA Eligibility**

7-2-3-1 An eligible Educator is entitled to a total of twelve (12) work weeks of leave without pay during a single twelve (12) month period in the event of any of the following:

1. the birth of a son or daughter of the Educator and to care for that newborn son or daughter;
2. an expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work;
3. the placement of a son or daughter with the Educator for adoption or foster care;
4. a father, as well as a mother, can take family leave for the birth, placement for adoption or foster care of a child;
5. a spouse, son, daughter or parent who has a serious health condition; or
6. the Educator suffers from a serious health condition that makes the Educator unable to perform the essential functions of that Educator's position.

7-2-3-2 An eligible Educator is entitled to a total of twenty-six (26) work weeks of leave without pay during a single twelve (12) month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty.

7-2-3-3 An eligible Educator is entitled to a total of twelve (12) work weeks of leave without pay during a single twelve (12) month period for any qualifying exigency arising out of a covered military family member who is on active duty or called to active duty status in support of a contingency operation. A qualifying exigency exists in the following circumstances:

1. short-notice deployment;
2. military events and related activities;
3. child care and school activities;
4. financial and legal arrangements;
5. counseling;

6. rest and recuperation;
7. post-deployment activities; and
8. additional activities not encompassed in the above, but agreed to by the Educator and the District.

7-2-4 **Concurrent Leave and Leave without Pay**

- 7-2-4-1 The Board hereby designates all compensated leave (e.g. sick, personal) to be counted as part of and included in FMLA leave so that an Educator shall be entitled to no more than the maximum available leave allowed under the FMLA and other types of leave taken together. Should FMLA leave exceed accrued compensated leave, all remaining FMLA leave will be without pay.
- 7-2-4-2 The District hereby requires an Educator to substitute any accrued compensated leave in place of any part of the FMLA leave under this policy. Existing District policy governing appropriate uses of leave days are applicable.
- 7-2-4-3 Nothing shall require the District to provide paid sick leave, personal leave, or other type of paid leave in any situation where it is not otherwise provided under District policies.

7-2-5 **Foreseeable Leave**

- 7-2-5-1 An Educator shall make a reasonable effort to:
1. provide the District with at least thirty (30) days prior written notice of any anticipated leave under this policy (indicating number of days and type of leave requested) whenever the leave is foreseeable or when thirty (30) days is not practical, notice within two (2) business days from when the Educator learns of the need for leave; and
 2. schedule treatment so as not to unduly disrupt the operations of the District.

7-2-6 **Employer Notification**

- 7-2-6-1 The District shall post in a conspicuous place on school premises a notice of rights under this policy [This Notice must be approved by the Secretary of Labor, See Policy Exhibit 1].

7-2-6-2 Upon receipt of a written request for FMLA, the District will provide the Educator written notification of the status of the requested leave within five (5) working days.

7-2-7 Spouses of Educators Employed by the District

7-2-7-1 In any case where both husband and wife are Educators of the District and both seek leave under this policy, such leave shall be limited to an aggregate of the maximum allowed individual leave during any twelve (12) month period if:

1. leave is sought to care for a newborn daughter or son or the adoption/foster of a daughter or son; or
2. leave is sought to care for a sick parent.

7-2-8 Required Medical Certification

7-2-8-1 All leave under this policy must be supported by a certification issued by a health care provider.

7-2-8-2 The Board hereby designates all qualifying leave as FMLA.

7-2-8-3 The medical certification shall be provided at least fifteen (15) days after leave is requested or when the Educator begins unforeseeable leave. The District may require renewal of the certification every thirty (30) days during the period of Family and Medical Leave.

7-2-8-4 Certification is sufficient if it states:

1. the date on which the serious health condition commenced.
2. the probable duration of the condition.
3. if additional treatments will be required for the condition, an estimate of the probable number of such treatments.
4. which part of the definition of “serious health condition”, if any, applies to the patient’s condition, and the medical facts which support the certification, including a brief statement as to how the medical facts meet the criteria of the definition.
5. if medical leave is required for the Educator’s absence from work because of the Educator’s own condition (including absences due to pregnancy or a chronic condition), whether the Educator:

- a. is unable to perform work of any kind;
 - b. is unable to perform any one or more of the essential functions of the Educator's position, including a statement of the essential functions the Educator is unable to perform, based on either information provided on a statement from the employer of the essential functions of the position or, if not provided, discussion with the Educator about the Educator's job functions; or
 - c. must be absent from work for treatment.
6. a statement that the serious medical condition prevents the Educator from performing the tasks of the position or that requires the Educator to attend and care for a son, daughter, spouse, or parent.

7-2-8-5 At its expense, the District reserves the right to obtain a second opinion by a doctor designated by the District.

7-2-8-6 The District may require the Educator taking FMLA to complete a Fitness for Duty Certification prior to his/her return to work at the District.

7-2-9 **Employment and Benefit Protection**

7-2-9-1 An Educator who takes leave in conformance with this policy is entitled to:

- 1. be restored to the position held by the Educator prior to leave; or
- 2. be provided an equivalent position in terms of benefits, pay and responsibilities.

7-2-9-2 No benefit accrued prior to taking leave shall be lost as a result of taking leave under this policy.

7-2-9-3 The Educator shall not accrue any years of experience or employment benefits during any period of leave.

7-2-9-4 If an Educator fails to return to work after leave expires for reasons other than continuation, recurrence, or onset of a serious health condition of the Educator, son, daughter, or spouse, then the District may recover the insurance premium paid for maintaining coverage for the Educator during the leave period.

7-2-10 **Other Provisions**

7-2-10-1 The District may deny FMLA leave if:

1. the denial is necessary to prevent substantial and grievous economic injury to the operations of the District;
2. the District notifies the Educator that it intends to deny leave when it determines that economic injury would occur.

7-2-10-2 Intermittent medical leave is available upon certification of medical need, but the District may transfer the Educator temporarily to an equivalent alternate position.

7-2-11 **End of School Year Procedures**

7-2-11-1 If the Educator begins FMLA leave more than five (5) weeks prior to the end of the school year, the Educator must continue taking unpaid leave until the end of the school year if the leave requested is of at least three (3) weeks duration; and the return to employment would occur during the week period before the end of the school year.

7-2-11-2 If the Educator begins leave for reasons other than a personal serious health condition which commences less than five (5) weeks prior to the end of the school year, then the Educator must continue to take unpaid leave until the end of the school year if:

1. the leave requested is of greater than a two (2) week duration;
2. the return to employment would occur during the two (2) week period before the end of the school year.

7-2-11-3 If the Educator begins leave for reasons other than personal serious health condition during the period that commences three (3) weeks prior to the end of the school year and the leave is greater than five (5) working days, then the Educator must continue to take unpaid leave until the end of the school year.

7-3 **Sick Leave**

7-3-1 Eligible Educators are allowed ten (10) days sick leave each school year with full pay for absence due to personal illness or illness in the immediate family. If the contract term is not completed, the number of sick days given is prorated for the time worked. If an Educator is absent beyond the accumulated sick leave days, other accumulated paid leave shall be applied. If the Educator is absent beyond accumulated leave, the absence is without pay as governed by §7-7.

- 7-3-2 The immediate family shall be defined as mother, father, wife, husband, sister, brother, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchildren. Other members of the Educator's household not listed who are, in fact, if not by legal relationship, members of the immediate family, may at the discretion of the Association and Board, be so considered.
- 7-3-3 Once an Educator has used more than ten (10) days sick leave within a school year, medical certification may be required each day thereafter.
- 7-3-4 Recovery from any extended illness/disability extending to ten (10) consecutive working days or more requires the Educator to apply for FMLA and to provide certified medical verification to the District. The Board may require, at their expense, a second opinion and verification of the medical need.
- 7-3-5 Credit for unused days of sick leave is allowed to accumulate to a maximum of 150 days. After Educators earn the 150 day maximum, they are allowed, in a given school year, ten (10) days sick leave (non-accumulative) beyond the 150 day maximum.
- 7-3-6 Absence of an Educator for the above named causes shall be charged against their sick leave allowance regardless of the employment of a substitute teacher.
- 7-3-7 Substitutes shall be employed and paid by the Board and not by the Educator. The Educator must notify Kelly Services and the building principal to secure a substitute. Educators should not arrange for a relative as a substitute. Relatives under Section 2-3-1 of Utah Code Annotated are defined as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. This policy is to comply with Utah Nepotism and Ethics legislation.
- 7-3-8 If the Educator's absence results from an on-the-job injury, and he/she receives reimbursement for lost wages from Worker's Compensation, the District provides additional funding to equal the Educator's rate of pay; however, the first three (3) days of absence are deducted from the Employee's sick leave.
- 7-3-9 An Educator is entitled, upon written application to Human Resources, to leave to be used for childbirth and recuperation. Accumulated compensated leave may be used for this purpose up to six (6) weeks immediately following the birth of the baby. If an Educator is absent beyond the accumulated sick leave days, other accumulated paid leave shall be applied. If the Educator is absent beyond accumulated leave, the absence is without pay as governed by §7-7. Complications in the course of pregnancy or leave to care for an infant falls under the provisions of the FMLA (see §7-2).

- 7-3-10 An Educator who is pregnant may continue in active employment up to her certified delivery date provided she is able to properly perform her required functions as determined by the Educator, her physician, and the principal and/or supervisor.
- 7-3-11 An Educator whose wife has delivered a baby, or who has adopted a baby may take sick leave for this purpose as covered in §7-2-1.
- 7-3-12 An Educator adopting an infant child shall be entitled to use up to ten (10) days sick leave commencing with legal documentation of placement of the child in the Educator's home.
- 7-3-13 Educators eligible for sick leave benefits under this policy who retire or voluntarily leave employment with Logan City School District shall be compensated by the Board for accumulated sick days at a rate of .0021 times the third increment of the current salary schedule for years employed as an Educator in the Logan City School District as follows:

Years one (1) thru four (4):	25% of the rate
Years five (5) thru nine (9):	50% of the rate
Years ten (10) thru fourteen (14):	75% of the rate
Years fifteen (15) and over:	100% of the rate

For Example: An Educator with eleven (11) years of service in the Logan City School District and sixty-five (65) days of unused sick leave would be entitled to the following:

Value of third increment:	\$ 35,958
Sick leave payout rate (.0021 times base):	\$ 76.00 per day
Payout percentage based on years employed:	75%
Daily payout:	\$ 56.63
Total sick leave days unused:	65
Total sick leave payout:	\$ 3,681

7-4 Sick Leave Bank

- 7-4-1 A Sick Leave Bank is established for leave eligible Educators to draw upon in the case of catastrophic illness. Catastrophic illness does not include all reasons for which an Educator might be eligible for FMLA leave, maternity leave, or other categories of leave.
- 7-4-2 Additional days of leave granted by the Sick Leave Bank Committee run concurrent with any FMLA leave for which the Educator may be eligible.

7-4-3 **Eligibility**

- 7-4-3-1 An Educator whose contract includes leave benefits may elect to participate in the Sick Leave Bank. Participation in the Sick Leave Bank is voluntary.
- 7-4-3-2 In order to draw additional leave from the Sick Leave Bank, an eligible Educator shall have exhausted all accumulated compensated leave (sick leave, personal leave, compensatory time, overtime, and/or vacation leave).
- 7-4-3-3 Provisional Educators may draw upon the Sick Leave Bank for personal catastrophic illness as follows:
- a. Educators in their first year of employment with the District may draw up to ten (10) contract days per fiscal year.
 - b. Educators in their second consecutive year of employment with the District may draw up to twenty (20) contract days per fiscal year.
 - c. Educators in their third consecutive year of employment with the District may draw up to thirty (30) contract days per fiscal year.
- 7-4-3-4 Career Educators may draw up to eighty-five (85) contract days per fiscal year from the Sick Leave Bank for personal or an eligible family member's catastrophic illness. Days may be granted up to thirty (30) days at a time. If a longer period of time is needed, the Career Educator must apply for an extension after the first fifteen (15) days from the Sick Leave Bank have been used by submitting a new application and current documentation, including medical recertification by the attending physician, as outlined in §7-4-5-1.
- 7-4-3-5 For purposes of the Sick Leave Bank, eligible family members shall be defined as a legal husband or wife, a biological child, an adopted child, a foster child, a stepchild, or a legal ward.

7-4-4 **Participation**

- 7-4-4-1 Educators participating in the Sick Leave Bank donate one (1) day of annual sick leave each fiscal year until the Bank has accumulated at least one-thousand (1000) days; thereafter, no additional days are donated until the Bank balance is depleted to five-hundred (500) days.

- 7-4-4-2 Educators must notify the Human Resource Department, in writing, no later than September 15 of the fiscal year in which they wish to join the Sick Leave Bank. Educators hired after September 15 of any given fiscal year, and who elect to participate in the Bank, must notify the Human Resource Department in writing within thirty (30) calendar days from the date of initial hire or wait until the next fiscal year to join.
- 7-4-4-3 An Educator's participation in the Sick Leave Bank automatically renews each fiscal year unless the Educator notifies the Human Resource Department in writing by September 15 of the fiscal year in which the Educator wishes to discontinue participation. An Educator who discontinues participation in the Bank may not withdraw days thereafter, even those days which such Educator previously contributed.

7-4-5 Application Process

- 7-4-5-1 When applying for additional days of leave from the Sick Leave Bank, eligible Educators must submit a completed Sick Leave Bank Application to Human Resource Department indicating the number of additional days requested along with all required documentation including the reasons for the request, written verification from the attending physician indicating the nature and severity of the catastrophic illness, and the projected recovery date.
- 7-4-5-2 Upon receipt of application, the District Sick Leave Bank Committee shall have seven (7) working days to convene. Only complete applications shall be reviewed by the Committee and shall be reviewed in the order they are received. Incomplete applications will not be reviewed.
- 7-4-5-3 The District Sick Leave Bank Committee shall be comprised of six (6) representatives, two (2) from each of the Education Support Professionals (ESP), the Licensed, and the Administrator Associations. All six (6) Committee members must be present during meetings to conduct business. If a member is unable to attend a meeting, he/she may send a representative. The Committee may approve requests, deny requests, or approve only a portion of the days requested. Committee decisions require a two-thirds (2/3) majority vote of approval. All decisions are final and may not be appealed.
- 7-4-5-4 The Human Resource Director facilitates the Committee process, but is not a voting member of the Committee.

- 7-4-5-5 Applications must be submitted and approved before any additional days from Sick Leave Bank may be used. Additional leave shall not be granted retroactively.
- 7-4-5-6 Applications shall only be granted when all eligibility requirements are met and when the Sick Leave Bank balance is sufficient to cover the request.
- 7-4-5-7 All days of leave granted by the Sick Leave Bank Committee must be used consecutively and may not be used intermittently.
- 7-4-5-8 Educators who receive additional sick leave from the Sick Leave Bank based on false, untrue, or misleading requests, information, or physician verifications shall be required to reimburse the District for all additional days according to §7-7, *Absence without Pay*, and may be subject to disciplinary action up to and including termination.

7-5 Bereavement Leave

- 7-5-1 Bereavement leave may be used to cover an Educator's absence resulting from the death of a member of the immediate family. Educators may be absent from their assignment without loss of pay for up to five consecutive days for the death and burial of an immediate family member. The immediate family is herein defined as in paragraph §7-3-2. Death/bereavement leave is granted up to two (2) days with the remaining three (3) days taken from sick leave days.

7-6 Personal Leave

- 7-6-1 An Educator is allowed four (4) days per school year for personal leave. If the contract term is not completed, the number of personal days given is prorated for the time worked. An Educator, who has less than fifteen (15) years of full-time contract teaching experience in the District, may carry over three (3) unused personal days in a given year totaling seven (7) days per year. An Educator with fifteen (15) or more years of full-time contract teaching experience in the District is able to accumulate an unlimited number of personal leave days. These days may be used for personal reasons. The time when these days may be used is left to the discretion of the Educator, with the following exceptions:
 - 7-6-1-1 Personal leave shall not be taken on the first (1st) or last two (2) weeks of the regular school year, except by authorization of the principal.
 - 7-6-1-2 It is the responsibility of each Educator to give the principal notification by 8:00 a.m. the day prior to the personal leave. The Educator must have adequate lesson plans for a substitute for the day(s) of leave. A copy is filed with the principal.

7-6-1-3 If an Educator, as defined in §7-6-1, has less than fifteen (15) years of experience and chooses not to use personal leave days above the three (3) days that can be carried over to the following year, the District deposits an amount equal to the cost of a certified substitute for unused days into the Educator's 401K account.

7-6-1-4 If an Educator, as defined in §7-6-1, with fifteen (15) or more years of experience desires to deposit an amount equal to the cost of a certified substitute into their 401K account, a letter requesting the number of days in excess of three (3) to be transferred to their 401K account must be delivered to the District by June 30 of the year of the request. The letter is included in the Educator's file.

7-6-1-5 An Educator retiring from the District has the option of converting all personal leave days to a benefit payout. An Educator leaving District employment, but not retiring, has the option of converting personal days in excess of three (3) days. Based on information provided to the District from an employment exit interview with a District appointed financial advisor, the benefit payout may be deposited into a Health Reimbursement Account (HRA), a Health Savings Account (HSA), or special pay plan as determined by the District. As a rule, if the total payout of all benefits is less than \$1500, the payout will be run through District payroll.

7-6-2 When an Educator takes personal leave, the Board shall pay the cost of the substitute. If an Educator is absent beyond the accumulated personal leave days, the absence is without pay as governed by §7-7.

7-7 Absence Without Pay

7-7-1 If an Educator is absent beyond the accumulated designated leave days, the absence is without pay and the Educator's daily rate of pay and equivalent insurance premiums are deducted from the salary.

7-7-2 A day of absence without pay is only to be taken when all other designated leave is exhausted and requires prior written authorization of the Superintendent or designee. Such absenteeism may be addressed through corrective discipline.

7-8 Sabbatical Leave

7-8-1 Educators must have completed a minimum of six (6) consecutive years of professional experience with the District before being eligible to apply for sabbatical leave. No person shall be granted sabbatical leave more than once in seven (7) years.

- 7-8-2 Educators may submit a letter of application to the Superintendent by March 1 of the year proceeding the year for which sabbatical leave is requested. A committee organized by the Superintendent determines whether or not a sabbatical will be granted the following year. If a sabbatical is to be granted the following year, the final selection and notification to those who have applied for sabbatical leave is made by the Superintendent based upon criteria jointly determined by the Association and the Board by March 15.
- 7-8-3 Sabbatical leave may be taken for study at an institution of higher learning where an approved course of study is taken. Approved travel with the submission of a curriculum project to benefit the school, District, or staff may also be considered as a sabbatical leave.
- 7-8-4 An Educator granted sabbatical leave shall receive fifty (50) percent of his/her present salary for one (1) year of leave. Payment is made and agreed upon by the contract, which includes leave, salary, and insurance.
- 7-8-5 An Educator who accepts a sabbatical leave of absence must signify intention of returning to the District for one (1) year. Such Educator is assured reemployment.
- 7-8-6 If an Educator who has taken advantage of sabbatical leave fails to return to service as provided above, all monies, including insurance premiums, as stated in a signed contract and received from the Board while on sabbatical leave are to be returned to the Board in full.
- 7-8-7 An Educator on sabbatical leave is entitled to Health and Accident Benefits provided by the Board at the expense of the Board.
- 7-8-8 A year of sabbatical leave does not count as a year's teaching experience, and does not result in an increment advancement on the salary schedule, upon return.

7-9 Leave of Absence

- 7-9-1 A Career Educator may take a partial or full year leave of absence without pay once every three (3) school years.
- 7-9-2 During the school year, a Career Educator may apply for a leave of absence without pay and benefits for the remainder of the current school year. Such a request must be given to Human Resources thirty (30) days prior to the proposed commencement of the leave.
- 7-9-3 When a Career Educator wishes to take a leave of absence without pay and benefits for the next school year, he/she must make a written request to Human Resources stating the reason for the request. Preference will be given to requests received prior to March 1 of the current school year in which the request is made, and requests may be denied when received thereafter.

7-9-4 An Educator returning from a leave of absence without pay is entitled at the end of the leave to a position for which he/she is appropriately licensed. Upon returning he/she will receive the same level of benefits as when the leave was granted; namely, placement on the pay scale, accrued sick leave benefits, and insurance granted by the policies in effect upon return.

7-9-5 An Educator desiring reemployment following a leave of absence without pay must notify Human Resources in writing of his/her intent to return by February 1. If written notification does not occur by February 1, the position is declared vacant.

7-10 Professional Leave

7-10-1 Educators are allotted one (1) professional day every two (2) years to be used for observation in other classrooms throughout the state. Transportation may be provided through District vehicles, if available, or at the Educator's expense. The Educator informs and is given approval from both building administrators on the date, school(s), and Educator(s) to be observed prior to the visit.

7-11 Jury Duty

7-11-1 An Educator must submit a letter to Human Resources requesting jury duty leave with accompanying documentation of required service.

7-11-2 Jury duty is not paid leave unless the Educator remits his/her jury duty payment to the District. If the Educator accepts payment for jury duty service, the Educator must report personal or vacation leave for each day of compensated jury duty service.

ARTICLE 8

Grievance Procedure

8-1 Purpose

8-1-1 The purpose of this process is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise. Both parties agree that these proceedings shall be kept informal, confidential, and shall cooperate and act in good faith to resolve the grievance.

8-2 General Provisions

8-2-1 This procedure is to provide all Educators equitable solutions for alleged violations, misinterpretations, or inequitable applications of local School District policies or practices relative to provisions of Federal anti-discrimination legislation.

8-2-2 The Board recognizes that each Educator has the right to use any appropriate channels of communication through which a Grievance may be presented, reviewed, and equitably resolved within a specified period of time.

8-2-3 Educators are entitled to due process by having their Grievance reviewed by higher authority without fear of retribution, reprisal, or recrimination as a result of having presented a Grievance or having been a party of interest in the Grievance procedure.

8-2-4 Educators have the right to self-representation or are entitled to be represented by the party(ies') Association representative or legal counsel, if desired. Twenty-four (24) hour advanced notice is required if either party intends to have representation or legal counsel in attendance.

8-2-5 The Grievance procedure shall be kept confidential and all documents, communication, and records relating thereto are maintained in a separate Grievance file.

8-2-6 If a meeting to process a Grievance is scheduled during the normal working day, the Educator and all District participants suffer no loss in pay.

8-2-7 The number of days specified in this procedure may be extended by mutual agreement between the Board and the Grievant or their designee.

8-2-8 Nothing in this procedure shall be construed to limit the right of the Board or the Grievant to appeal to an appropriate court of law.

8-3 Procedure

8-3-1 Step One - Oral Grievance

8-3-1-1 The Educator with a Grievance must first attempt to resolve it informally by discussing the issue with the Administrator at the lowest appropriate level within fifteen (15) working days after becoming aware of the act or condition upon which the Grievance is based.

8-3-1-2 The Administrator shall have up to fifteen (15) working days after thus learning of the Grievance to consider the matter and give the Administrator's answer orally to the Grievant.

8-3-2 Step Two - Written Grievance

8-3-2-1 If the Grievance is not resolved informally as outlined in Step One, the Grievant may file the Grievance with the Administrator in writing within fifteen (15) working days after receiving the answer in Step One.

8-3-2-2 The written Grievance shall:

1. describe the nature of the Grievance and the facts giving rise to it;
2. note the provisions alleged to be violated, misinterpreted, or misapplied and the position of the Grievant with respect to such provisions; and
3. state the specific remedy requested to resolve the Grievance.

8-3-2-3 The Administrator shall have up to fifteen (15) working days after receiving the written Grievance to investigate the matter, make a decision, and communicate the decision in writing to the Grievant.

8-3-3 Step Three - Appeal of Written Grievance

8-3-3-1 The Grievant, if not satisfied with said decision, may appeal in writing to the Superintendent within ten (10) working days. The Superintendent or designee has ten (10) working days to give a written decision to the Grievant after receipt of the appeal.

8-3-4 **Step Four - Impartial Third-Party Hearing**

- 8-3-4-1 The Grievant, if not satisfied with the decision in Step Three, may appeal in writing directly to the Board within ten (10) working days.
- 8-3-4-2 The Board and the Grievant, or their designee(s), shall meet within twenty (20) working days to jointly select an impartial hearing examiner from outside the District.
- 8-3-4-3 The expenses of securing a hearing examiner shall be borne equally by the Board and the Grievant. The Association may assume responsibility for the Grievant's share.
- 8-3-4-4 The hearing examiner shall be notified of his/her selection by a joint letter from the Board and the Grievant, or their designee(s), stating the issue(s) and requesting that he/she set a date and time for the hearing.
- 8-3-4-5 The hearing examiner's authority shall be strictly limited to making a recommendation(s) to the Board regarding only the specific issue(s) submitted to him/her in writing by the District and the Grievant.
- 8-3-4-6 The hearing examiner's written report will only be made in an executive session with the Board, the Grievant, and his/her representative.
- 8-3-4-7 The Board must submit their written decision to both parties within twenty (20) working days after receiving the recommendation of the hearing examiner unless the parties agree to an extension. The Board must make the final decision and cannot delegate this responsibility.

ARTICLE 9

Orderly Termination

9-1 Orderly Termination Procedures for Both Career and Provisional Educators

9-1-1 Educators may be suspended or dismissed for cause under the provisions of the Public Education Human Resource Management Act, Title 53A, Chapter 8, Utah Code Annotated, 1953, as amended or any violation of the Utah Education Standards – R277-515. This policy incorporates the definitions contained in Utah Code Ann. §53A-8a-102.

9-1-2 Just cause for disciplinary action, up to and including suspension or dismissal, shall include but not be limited to the following:

1. Immorality;
2. Incompetence;
3. unprofessional conduct not characteristic of or befitting a District Educator or that is harmful to students or to the District;
4. insubordination;
5. conviction of a felony or misdemeanor involving moral turpitude;
6. improper or unlawful physical contact with students;
7. repeated violation of District policy;
8. manufacturing, possessing, using, dispensing, distributing, selling and/or engaging in any transaction or actions to facilitate the use, dispersal or distribution of any illicit (as opposed to authorized) drugs or alcohol on District premises or as a part of any District activity;
9. current addiction to or dependency on a narcotic or other controlled substance or drunkenness or excessive use of alcoholic beverages or controlled substances that impairs the ability of the Educator to complete the necessary job functions of his/her position;
10. deliberate falsification of any information supplied to the District, including data on application forms and employment records;
11. sexual harassment of a student or Educator as defined in the Logan City School District Harassment Policy;
12. neglect of duty;

13. inability to maintain discipline in the classroom or at assigned school-related functions;
14. disability not otherwise protected by law that impairs performance of required job duties;
15. failure to maintain requirements for licensure or certification;
16. any reason that the District in its whole discretion deems reasonable and appropriate.

9-2 Suspension Procedures and Reinstatement of Lost Pay

- 9-2-1 The Superintendent, or the Superintendent's designee, may suspend an Educator, with or without salary, whenever in the Superintendent's professional judgment it is in the best interest of the District to take such action. Notice of suspension shall be given in writing, including a statement of the reasons, therefore, and advises the Educator that he/she may request an informal conference with the Superintendent to discuss the matter requested within ten (10) days of receiving a letter of suspension.
- 9-2-2 If it is determined that a suspension without pay or the length thereof was unjustified, the Board of Education shall issue a decision that includes appropriate reinstatement of lost pay to the Educator involved.

9-3 Termination During Contract Term for Unsatisfactory Performance

- 9-3-1 "Unsatisfactory performance" is defined as (a) a deficiency in performing work tasks which may be: (i) due to insufficient or undeveloped skills, lack of knowledge or aptitude, poor attitude, or insufficient effort; and (ii) remediated through training, study, mentoring, practice, or greater effort. "Unsatisfactory performance" does not include the following conduct: (i) violation of work rules; (ii) a violation of local school board policies, State Board of Education rules, or law; (iii) a violation of standards of ethical, moral, or professional conduct; or (iv) insubordination.
 - 9-3-1-1 If a Career Educator is identified as having unsatisfactory performance during the contract term, the unsatisfactory performance must be documented in accordance with District policies or practices. Such evaluations may be conducted by an administrator at any time that is reasonable to assess the Educator's performance.
 - 9-3-1-2 The principal or designee of the Board shall develop and implement a Career Educator plan of assistance to correct the deficiencies. The plan of assistance shall identify: (a) deficiencies; (b) resources available to the educator, including a mentor. The plan shall include opportunities for the principal or designee to reevaluate the Educator's performance.

- 9-3-1-3 The Board shall provide the Career Educator sufficient time, up to but not exceeding 120 school days, to implement the plan.
- 9-3-1-4 If upon reevaluation of the Career Educator's performance, the District determines the Career Educator's performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to Subsection (1), the Career Educator's performance is determined to be unsatisfactory, and the District may elect to not renew or terminate the Career Educator's contract.
- 9-3-1-5 If the Career Educator's performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent to not renew or terminate the Career Educator's contract, which shall include written documentation of the Career Educator's deficiencies in performance.
- 9-3-1-6 An Educator whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the Educator.
- 9-3-1-7 Nothing in this agreement shall be construed to require the Career Educator's compliance in the completion of evaluations.
- 9-3-2 If the District intends not to renew the contract of a Career Educator for reasons of unsatisfactory performance it shall notify the Career Educator at least thirty (30) calendar days prior to issuing a notice of intent not to renew the Career Educator's contract that continued employment is in question, and clearly identify the deficiencies in performance.
- 9-3-3 When the District intends to terminate an Educator's contract during the contract term for unsatisfactory performance, the District will give prior written notice of such intent served by personal delivery or by certified mail addressed to the Educator's last known address as shown on the records of the District. Such termination notice, including the clearly identified deficiencies in performance, states the date of termination and the reason(s) and cause(s) for termination, and advises the Educator that he/she may request in writing an informal conference with the Superintendent to discuss the matter if requested within ten (10) calendar days of receiving the termination notice. Termination notice is delivered or mailed at least thirty (30) calendar days prior to the proposed date of termination. Termination notice shall advise the Educator that he/she has the right to a fair hearing and that the hearing is waived if it is not requested within fifteen (15) calendar days after the notice of termination was either personally delivered or mailed to the individual's most recent address as shown on the records of the District. The notice shall state that failure of the Educator to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that right and that the District may then proceed with termination without further notice.

9-4 Termination During Contract Term for Just Cause

- 9-4-1 When the District intends to not renew a Career Educator's contract or to terminate a Career or Provisional Educator's contract during the contract term for "Just Cause," the District gives prior written notice of such intent served by personal delivery or by certified mail addressed to the Educator's last known address as shown on the records of the District. Such termination notice states the date of termination and the reason(s) and cause(s) for termination.
- 9-4-2 Termination notice is personally delivered or certified mailed at least thirty (30) calendar days prior to the proposed date of termination. The termination notice shall state that failure of the Educator to request a hearing within fifteen (15) calendar days in accordance with procedures set forth in the notice constitutes a waiver of that right and that the District may then proceed with termination without further notice.

9-5 Nonrenewal of Provisional Educators

- 9-5-1 A Provisional Educator is not entitled to employment beyond the end of the term of the present one (1) year contract. Termination of Provisional Educators during the contract term or cause is governed by Orderly Termination Procedures (§9-1).
- 9-5-2 The District shall notify a Provisional Educator at least sixty (60) days before the end of the Provisional Educator's contract if the Provisional Educator will not be offered a contract for a subsequent term of employment. Because Provisional Educators do not have an expectation of continued employment, they do not have a right to grieve the decision not to renew employment and do not have a right to a fair hearing.
- 9-5-3 In the absence of timely notice (§9-2-2), Provisional Educators are deemed to be reemployed for the succeeding contract term with a salary based upon the applicable teacher salary schedule.
- 9-5-4 Upon successful completion of a third consecutive provisional contract, or a fourth or fifth consecutive provisional contract where applicable, a Provisional Educator becomes a Career Educator pending approval by the Board of Education during their June board meeting.

9-6 Procedural Due Process

9-6-1 Educator's Right to an Informal Conference

9-6-1-1 A notice of intention not to renew the contract of a Career Educator or of an intention to terminate the contract of a Career or Provisional Educator during the contract term must advise the Educator that he/she may request an informal conference before the Superintendent. The request for informal conference must be made in writing and delivered to the Superintendent within ten (10) days of the receipt of the notice of intention not to renew or notice of termination during the contract term. The informal conference will be held as soon as is practical. Suspension pending a hearing may be granted pursuant to §9-2-1.

9-6-2 Educator's Right to a Hearing

9-6-2-1 A notice of intention not to renew the contract of a Career Educator or of an intention to terminate the contract of a Career or provisional Educator during its term must also advise the Educator that if after the informal conference the Educator desires a hearing on the matter, he/she must submit written notice to that effect to the Superintendent within fifteen (15) days of the date on the notice of intent not to renew or notice of termination during the contract term. Nothing precludes the Educator from making a written request for an informal conference and a hearing in the same letter. Upon timely receipt of the notice, the Superintendent will notify the Board of Education of the Logan City School District, which will either appoint a hearing officer or determine to hear the matter itself. In either case, the Board will send notice of the date, time, and place of the hearing to the Superintendent and to the Educator. If the Educator does not request a hearing within fifteen (15) days, then the Educator has waived any right to a hearing and to contest the decision.

9-6-2-2 The Board of Education of the Logan City School District may appoint a hearing officer to make factual findings relating to the employment of the Educator. The Board of Education of the Logan City School District retains the right to make its own decision based on the factual findings of the hearing officer.

9-6-3 Right of Educator at a Hearing

9-6-3-1 At the hearing, the Educator and administration each have right to counsel, to produce witnesses, to hear testimony, to cross-examine witnesses, and to examine documentary evidence.

9-6-4 Decision

9-6-4-1 Within fifteen (15) days after the hearing, the person or entity that conducted the hearing, whether the hearing officer or the Board of Education, shall issue written findings of fact and conclusions of law deciding the matter. These shall be provided to the Educator by mail or by personal delivery.

9-6-4-2 In the event the decision of the Board is to not terminate the employment of an Educator, then the Educator shall be reinstated and back pay shall be paid if the Educator was suspended without pay pending the hearing.

9-6-5 Failure to Give Timely Notice

9-6-5-1 In the absence of timely notice, Career Educators are deemed to be reemployed for the succeeding contract term with a salary based upon the applicable teacher salary schedule.

9-7 Personnel Records

9-7-1 If the final determination is not to dismiss a Career Educator, record of the District's attempt to dismiss the Career Educator will not become part of the Career Educator's personnel file. Material is removed from the Career Educator's file when a Career Educator's claim that it is inaccurate has been sustained in Grievance proceedings.

9-8 Court Appeals

9-8-1 Nothing herein shall be construed to limit the right of a Career Educator to appeal the District's decision to any appropriate court of law.

9-9 Reduction-In-Force

9-9-1 Reduction-in-Force shall only occur if there is:

1. decline in student enrollment in the District;
2. discontinuance or substantial reduction of a particular service or program;
3. a shortage of anticipated revenue after the budget has been adopted;
4. school consolidation mandated by the Board; or
5. a projected decline in revenue.

9-9-2 Before a Reduction-in-Force is implemented, the Superintendent and Board of Education shall attempt to accomplish administrative reductions through attrition, volunteers, retirement, and furlough options.

9-9-3 Reduction-in-Force Criteria

9-9-3-1 Once it is determined that a Reduction-in-Force is necessary, Licensed Educators will be grouped according to present K-6, 7-12 Departments, Special Education, ESL, or DLI assignment(s). An Educator must have a current Utah teaching license and necessary endorsements to be retained. Under a Reduction-in-Force, an ARL or a Letter of Authorization does not count as a proper and current Utah teaching license. An Educator with an ARL or Letter of Authorization is the first Educator(s) subject to the Reduction-in-Force according to criteria outlined in §9-9-1.

9-9-3-2 Once Educators are grouped according to present assignment(s) as outlined in §9-9-3-1, Educators within the affected grouping will be subject to the Reduction-in-Force in the following order:

1. The Educator whose CACTUS record shows a current UPPAC sanction or disciplinary action is the first Educator affected by the Reduction-in-Force. Pending UPPAC investigations will not affect an Educator.
2. The Educator who has received a Suspension without Pay as part of corrective discipline within the 18 months preceding the Reduction-in-Force is the next Educator affected by the Reduction-in-Force.
3. The Educator who has received two or more letters of written reprimand as part of corrective discipline within the 18 months preceding the Reduction-in-Force is the next Educator affected by the Reduction-in-Force.
4. The Educator who has received one letter of written reprimand as part of corrective discipline preceding the Reduction-in-Force is the next Educator affected by the Reduction-in-Force.
5. The Educator whose teaching contract is less than a 1.0 FTE will be the next Educator affected by the Reduction-in-Force in the ascending order of the FTE.

9-9-3-3 After applying criteria outlined in §9-9-3-2, remaining Educators within the affected grouping will be subject to the Reduction-in-Force according to ascending order of an Educator’s score on the *Licensed Educator Reduction-in-Force Rubric*.

**LICENSED EDUCATOR
REDUCTION-IN-FORCE RUBRIC**

	1	2	3	4	5	Score
Utah Teaching License (UTL) and NCLB Highly Qualified Status (according to CACTUS)	Educator does not have a current UTL, or UTL is due to expire within 30 days.	Educator is in the process of obtaining a UTL through an Alternate Route to Licensure or is teaching on a Letter of Authorization	Educator holds a current UTL, but does not meet NCLB Highly Qualified Status for present teaching assignment	Educator holds a current UTL and meets NCLB Highly Qualified Status for present teaching assignment	Educator holds a current UTL, meets NCLB Highly Qualified Status for present teaching assignment, and is Nationally Board Certified	
Educator Evaluation (according to most recent Summative Evaluation)	Educator is on a Plan of Assistance	Educator's Evaluation Rating is an Overall Average of 2.0 or below	Educator's evaluation Rating is an Overall Average of 2.0 – 2.49	Educator's Evaluation Rating is an Overall Average of 2.5 – 2.99	Educator's Evaluation Rating is an Overall Average of 3.0 – 4.0	
Education (according to current placement on the LCSD Licensed Salary Schedule)	Educator has a Bachelor's Degree	Educator has a Bachelor's Degree plus 20 semester credits	Educator has either a Bachelor's Degree plus 50 semester credits or a Master's Degree	Educator has a Master degree plus 30 semester credits	Educator has a Doctorate Degree	
TOTAL SCORE						

9-9-3-4 After applying criteria outlined in §9-9-3-2 and §9-9-3-3, should there be two or more remaining Educators within the affected grouping, the Educator with the fewest number of current endorsements recorded on CACTUS will be the Educator next subject to the Reduction-in-Force.

9-9-3-5 After applying criteria outlined in §9-9-3-2, §9-9-3-3, and §9-9-3-4, should there still be two or more remaining Educators within the affected grouping, the Educator with the fewest number of full-time equivalent years of teaching experience with Logan City School District as recorded on CACTUS will be the Educator next subject to the Reduction-in-Force.

9-9-3-6 After applying criteria outlined in §9-9-3-2, §9-9-3-3, §9-9-3-4, and §9-9-3-5, should there still be two or more remaining Educators within the affected grouping, the Educator next subject to the Reduction-in-Force will be determined by a random drawing conducted by the Association UniServ Director and the Director of Human Resource.

9-9-4 Reduction-in-Force Notification

9-9-4-1 As soon as specific reductions are known, written notice will be provided to the affected Educator(s) via hand delivery or certified mail to the last known mailing address on record in Human Resources. Such written notice shall state that the loss of their position was due to a Reduction-in-Force.

9-9-5 Rehire Procedures

9-9-5-1 Educators released through the Reduction-in-Force process for fifteen (15) months following the date of the written Reduction-in-Force Notice, unless one of the following occurs first:

1. the Educator resigns from the District;
2. the Educator accepts another full-time teaching position within the District;
3. the Educator refuses an offer of employment for a position that includes the same or more hours (FTE) as the position the Educator occupied at the time of the Reduction-in-Force.

9-9-5-2 The District shall notify the eligible Educator of first right to interview via documented personal contact. If the District is unable to make personal contact, the District shall notify the eligible Educator of first right to interview via certified letter to the last known mailing address on file in Human Resources. The certified letter shall advise the Educator that he/she has five (5) calendar days after the date the letter is postmarked to accept the offer to interview. Failure to accept the first offer for an interview shall relieve the Board of any further responsibility to the Educator.

9-9-5-3 If an Educator is terminated through a Reduction-in-Force and then rehired during the same contract year the Educator's salary placement shall remain unchanged. If an Educator is terminated through a Reduction-in-Force and then rehired within fifteen (15) months from the date of the Reduction-in-Force Notice but in the subsequent contract year, the Educator's salary placement at the time of the Reduction-in-Force shall be reinstated along with financial benefits provided in accordance with the subsequent contract year's Licensed Negotiated Agreement.

9-9-5-4 An Educator rehired following a Reduction-in-Force shall have leave benefits which existed at the time of termination reinstated except those benefits for which compensation was received at the time of termination.

ARTICLE 10

Insurance Provisions

10-1 Health and Accident Insurance

- 10-1-1 In addition to the salary provided in the schedule, it shall be the policy of the District to pay the total insurance premium for health and hospital insurance on full-time Educators and their dependents for the Educator's choice of insurance programs offered by the District. The Board consults with the Association prior to any changes to insurers or benefits.
- 10-1-1-1 Educators working seventy-five (75) percent to ninety-nine (99) percent of a full contract receive single coverage. Further insurance is available to the Educator with the Educator paying the additional premiums.
- 10-1-1-2 Educators employed less than seventy-five (75) percent of a full-time contract do not receive insurance benefits.
- 10-1-1-3 The flexible spending program is available to professional Educators to assist with additional insurance premium payments.
- 10-1-1-4 It is recognized by the Board and the members of the staff that District funds used for this purpose are in effect a salary benefit and shall be so considered in any budget or expenditure analysis.
- 10-1-2 The following are eligible for coverage under the District group plan:
- 10-1-2-1 All Educators covered in §10-1-1.
- 10-1-2-2 The unmarried natural or legally adopted children under the age of twenty-six (26) of the Educator and/or spouse.
- 10-1-3 Coverage under the health insurance plan for all eligible participants becomes effective on the first day of the calendar month next following the date the Educator commences active employment. The Educator must complete proper application forms prior to the effective date.
- 10-1-4 Educators eligible for Medicare are encouraged to enroll in the Federal Medicare program ninety (90) days prior to their becoming eligible. Educators eligible for Medicare and their spouse may, at their option, continue to be carried on the District sponsored Health and Accident Policy under the program recommended by the current insurance carrier.

- 10-1-5 Coverage for any member of the program ceases at the end of the month in which they become ineligible (usually August following last school year worked) or their employment is terminated.
- 10-1-6 It is the responsibility of Educators covered by the group insurance plan of the District to immediately notify the District Office of any changes in their eligibility status or their dependents. Educators are held financially responsible to repay any loss in premium payments suffered by the District due to their negligence.

10-2 Long Term Disability/Term Life Insurance

- 10-2-1 The Board pays the full premium for long-term disability insurance provided for Educators as per the current qualifications for insurance coverage.
- 10-2-2 Insurance eligible Educators are provided a term life insurance benefit. The current benefit, paid in full by the Board, provides \$50,000 coverage for the Educator. For Educators eligible for family coverage, an additional \$5,000 per dependent is provided. Additional coverage may be purchased and paid for by the Educator

ARTICLE 11

Longevity Incentive Provisions

11-1 Definition

11-1-1 For the purpose of the Longevity Incentive Program, Educator is defined as a licensed Educator under contract with the District.

11-2 Purpose

11-2-1 To reward longevity and provide a bridge to Medicare for eligible Educators who wish to separate employment with the District prior to Medicare eligibility.

11-3 Policy Statement

11-3-1 Benefits under this provision are for Educators who have met all eligibility requirements of the District.

11-3-2 Benefits under this provision are paid by the District for four (4) years or until the Educator becomes eligible to receive Medicare benefits, whichever comes first.

11-3-3 The Board and the Educator understand that the District's Longevity Incentive Program is independent from benefits provided by Utah Retirement Systems (URS). Notwithstanding, all parties agree to be bound by URS provisions.

11-4 Benefit Options and Eligibility

11-4-1 Sunset Provision: Educators whose combined age and a minimum of fifteen (15) years of full-time service with the District at June 30, 2015, will be grandfathered as per Article 11 of the 2012-13 Licensed Negotiated Agreement. However, future health insurance premium increases are the responsibility of the Educator and will be deducted from the annual stipend payable under this provision. Further, eligibility for this Sunset Provision is dependent on the Educator's written notification of their intent to retire at the conclusion of either the 2013-14 fiscal year or the 2014-15 fiscal year to the Human Resource Department no later than the last business day in March 2014 or 2015, respectively. Failure to comply with this notification deadline will result in a fine of twenty-five (25) percent of the first year's stipend or \$2500, whichever is less. Effective July 1, 2015, the Sunset Provision is null and void, and no benefits under the Longevity Incentive Program will be payable until the Educator qualifies for Option A, Option B, or Option C.

11-4-2 Beginning July 1, 2013, any Educator to whom the Sunset Provision does not apply may qualify for the Longevity Incentive Program one of three ways as follows:

- 11-4-2-1 Option A (Annual Stipend): Educators with at least twenty (20) years of full-time service with the District and whose combined age and years of service at the end of the current fiscal year equal eighty (80), are eligible for an annual stipend as per §11-6-1 payable to a designated health reimbursement account or special pay plan as determined by the District. If the Educator so desires, this stipend may be applied toward the purchase of extended health insurance coverage.
- 11-4-2-2 Option B (Annual Stipend and Health Insurance Coverage): Educators with at least twenty-five (25) years of full-time service with the District and whose combined age and years of service equal eighty-five (85) at the end of the current fiscal year, are eligible for the annual stipend as per §11-6-1 and single or couple health insurance coverage as per §11-7.
- 11-4-2-3 Option C (Annual Stipend and Health Insurance Coverage): Educators with thirty (30) years of full-time service with the District at the end of the current fiscal year, regardless of age, are eligible for the annual stipend as per §11-6-1 and single or couple health insurance coverage as per §11-7.
- 11-4-3 Full-time FTE (1.0) and a minimum of 180 contract days qualifies as one year of full-time service. FTE less than full-time (1.0) or contract days less than 180 in any given fiscal year may be cumulated with other fiscal years to generate full years of service.
- 11-4-4 Periods of leave taken without pay or paid sabbatical leave do not count toward years of service. Active duty in the military, congruent with URS guidelines, counts toward years of service.
- 11-4-5 Educators eligible to receive Medicare benefits are not eligible for the annual stipend or health insurance coverage under this provision.
- 11-4-6 Educators terminated for cause are not eligible for the annual stipend or health insurance coverage under this provision.

11-5 Procedures

- 11-5-1 The Educator reviews eligibility requirements with the District Business Administrator or Human Resources Department.
- 11-5-2 The Educator desiring to participate in the Longevity Incentive Program must notify the Human Resource Department in writing no later than the last business day in March. Failure to comply with this notification deadline will result in a fine of twenty-five (25) percent of the first year's stipend or \$2500, whichever is less.

11-6 Annual Stipend

- 11-6-1 The annual stipend payable under this provision is equal to fifty (50) percent of the difference between the first increment of the current Single-lane Salary Schedule and the Educator's base salary plus any amounts received for extended contract days during the immediate preceding last full year of employment.
- 11-6-2 As a general rule, the annual stipend will be deposited into the Educator's health reimbursement account or special pay plan the first week of October each year.
- 11-6-3 The District agrees to maintain the Educator's enrollment in the District's group life insurance program for as long as the Educator qualifies for health insurance coverage, thus providing the Educator's designated beneficiary with a life insurance benefit valued at \$50,000 under current District policy. All other benefits provided under this provision terminate upon the death of the retired Educator.

11-7 Health Insurance Coverage

- 11-7-1 The Educator receives single or couple health insurance coverage with the existing District group health insurance program. Educators are able to maintain family coverage, if applicable, by paying the premium difference. Educators also have the option of waiving health insurance coverage, in which case the District contributes \$3,000 into a designated health reimbursement or health savings account.
- 11-7-2 All health insurance coverage is subject to change, as negotiated yearly. Retiring Educators receives the same group medical benefits, as negotiated yearly; however, future premium increases are the responsibility of the Educator and will be deducted from the annual stipend payable under this provision.

11-8 Extended Health Insurance

- 11-8-1 Educators may purchase additional years of health insurance coverage for themselves and/or their dependents. Sick leave payout as per §7-3-13 or annual stipend payouts as per §1-1-6 may be applied toward such purchase.

11-9 Purchasing URS Service Credit

- 11-9-1 Educators who qualify for purchase of URS service credit at the time of separation may use the annual stipend payable under this provision and sick leave payout toward the purchase of such credit in keeping with URS guidelines.

11-10 Program Sustainability

- 11-10-1 Benefits payable under this provision are subject to annual negotiation.

ARTICLE 12

Committee Representation

12-1 Committee Representation

- 12-1-1 The District recognizes the value and importance of Educator participation in curriculum and other recommendations and decisions affecting schools.

- 12-1-2 The District forms representative committees in cooperation with the Association leadership to be responsible for assisting the Superintendent in preparing recommendations to the Board for curriculum revision by evaluating proposed curriculum changes as they relate to needs, priorities, costs, and appropriateness for change of emphasis.

ARTICLE 13
Education Support Professionals

13-1 Education Support Professionals

13-1-1 Education Support Professionals are used to augment rather than replace licensed Educators. It shall not be the practice to hire licensed Educators as Education Support Professionals for a reduced salary and then utilize them in place of Educators.

13-1-2 The assignment of Education Support Professionals to a classroom shall not be used as justification to increase the size of the class. Education Support Professionals can be utilized where large classes are unavoidable due to attendance boundaries.

ARTICLE 14

Professional Freedoms

14-1 Professional Freedoms

14-1-1 Educators shall enjoy all rights and privileges of an American citizen. He shall be free to teach objectively Acontroversial issues@ of current interest (when these issues relate to their professional assignment) and shall be at liberty to take part in the political affairs of the community, state, and nation.

14-2 Freedom to Teach

14-2-1 It shall be the duty of all Educators of the District to teach Afacts@ as they interpret them, except that during the school day Educators shall not advocate or in any way proselyte for or in the interest of any religious creed or any political party, nor shall any Educator speak disparagingly of any religious or political organization or of religious or political beliefs, held by students. During the school day, Educators shall not solicit support for any candidate on a political ticket, any candidate seeking office at a public election.

14-2-2 It shall be the obligation of the principals and the Superintendent to inform all Educators annually of this policy. It shall further be the duty of each school principal and supervisor or the Superintendent to interpret this policy to the public or to any individual or individuals who report Educator participation in the area of the subject matter of this policy.

14-2-3 It shall be the policy of the District to encourage Educators to teach all issues of current interest in local, state, national, and international affairs. It shall be the duty of the administration to aid Educators in professional growth and understanding of all social, political, and economic affairs, through the use of workshops, university courses, and other means of instruction.

14-2-4 Under no circumstances is any Educator or other school Educator permitted to advocate the overthrow by force of any segment of government of the nation, nor is any Educator permitted to belong to any association or organization that advocates such action. Membership in such organization shall be regarded by the Board as notice from the Educator of cancellation of contract between the Educator and the District.

14-3 Freedom to Participate in Political Affairs

- 14-3-1 The District recognizes that all Educators and other Educators may participate in all affairs of citizenship. Educators shall be free to take part in any political issue, or support and advocate in the interest of, any candidate for public office, except that such activity shall not be done during the time of day that school is in session nor include the time before and after the regular class schedule that Educators are obligated to use in their professional assignment.
- 14-3-2 It is recognized that Educators may belong to the political party of their choice and be active therein.
- 14-3-3 It shall be the obligation of the District to permit any Educator or other school Educator to become a candidate for a public or political office. In case of election or appointment to such an office, it shall be the duty of the Board to grant a leave of absence. In case such political activity does not interfere with the Educator's regular school duties, it shall be the obligation of the District to pay the entire salary during the term of office. If, in the opinion of the Board, the political activity has partial interference with the Educator's duty to the District, the Board and the Educator concerned shall mutually agree upon the salary to be paid to the Educator while campaigning for or occupying public office.

ARTICLE 15

Evaluation

15-1 Evaluation

- 15-1-1 Educators agree that it is the responsibility of school administrators to evaluate Educator's service. Insofar as possible, these evaluations shall be made a matter of mutual understanding, but Educators are ultimately evaluated by their principals and the record of evaluation filed as confidential personnel data in the District Office. Educators participate in a conference with their principal concerning their evaluations and receive a written copy of the evaluations.

- 15-1-2 The District recognizes that the Educator's evaluation should serve both a formative and summative purpose, emphasizing prevention and correction of problems rather than punitive discipline.