

CODE: GC

**Logan City School District**

**EDUCATION SUPPORT  
PROFESSIONALS  
NEGOTIATED AGREEMENT  
2014-15**



**[www.loganschools.org](http://www.loganschools.org)**

Approved: June 16, 2014

**LOGAN CITY SCHOOL DISTRICT  
EDUCATION SUPPORT PROFESSIONALS NEGOTIATED AGREEMENT**

The following policies confirm the mutual understanding of Logan City Board of Education and the Logan Education Support Professionals Association (ESPA) in establishing rules and regulations governing school policy. It was substantially revised in the fall of 2009. Some policies were modified for clarity or administrative consistency. Some policies were relocated for more logical grouping and easier access. If it is discovered that important policies have been inadvertently omitted through the rewriting process, the Association and administration agree to discuss and resolve the omissions. 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 its employee classification.
- 1-1-4 Superintendent: Superintendent of Schools of the Logan City School District in the State of Utah.
- 1-1-5 Non-exempt: Education Support Professionals who, because of the type of duties performed, are subject to all Fair Labor Standards Act (FLSA) provisions. Non-exempt Employees account for hours and fractional hours worked and are entitled to FLSA overtime provisions as outlined in §4-5.
- 1-1-6 Exempt: Education Support Professionals who, because of their positional duties and responsibilities, are exempt from the overtime provisions of FLSA.
- 1-1-7 Non-exempt Education Support Professionals shall be defined as:
  - 1-1-7-1 Substitute: an Employee who works only in a fill-in capacity. A substitute falls under the category of Temporary Employee as defined under the Public Education Human Resource Management Act, Title 53A, Chapter 8a, Utah Code Annotated, 1953, as amended, and, as such, serves at will, is not entitled to employment beyond the end of the term of the present contract, may not reasonably expect continued employment in succeeding years, and is not covered by the terms of this agreement.
  - 1-1-7-2 Seasonal or Part-time/Temporary: an Employee who has been contracted as seasonal or who has been contracted less than 28.75 hours per week, only for a specified time with a definite termination date. Such an Employee is considered temporary as defined under the Public Education Human Resource Management Act, Title 53A, Chapter 8a, Utah Code Annotated, 1953, as amended and, as such, serves at will, and is not covered by the terms of this agreement.

- 1-1-7-3 Part-time: an Employee who has been contracted to regularly work 28.75 or more, but less than 35, hours per week in one continuous assignment. A part-time Employee may be provisional or career and is covered by the terms of this agreement.
- 1-1-7-4 Full-time: an Employee who has been contracted to regularly work 35 or more hours per week in one continuous assignment for at least nine (9) consecutive months of the fiscal year. A full-time Employee may be provisional or career and is covered by the terms of this agreement.
- 1-1-7-5 Provisional Employee: a Part-time or Full-time Employee as defined under §1-7-1-3 and §1-7-1-4 who has not yet established Career Employee status. A Provisional Employee is not entitled to employment beyond the end of the term of the present contract, and may not reasonably expect continued employment in succeeding years. Employees new to the District shall be in provisional status for three (3) or four (4) years.
- 1-1-7-6 Career Employee: a Part-time or Full-time Employee as defined under §1-7-1-3 and §1-7-1-4 who has been employed by the District for at least three (3) consecutive years and has obtained a reasonable expectation of continued employment as defined under the Public Education Human Resource Management Act, Title 53A, Chapter 8a, Utah Code Annotated, 1953, as amended.
- 1-1-8 FLSA exempt Education Support Professionals are full-time and may be provisional or career and are covered by the terms of this agreement. Such positions include, but are not limited to: Accountant, Foundation Director, Manager-Maintenance, Manager-Child Nutrition Services, School Nurse, Manager-Data Systems, Manager-Network, and Occupational Therapist.
- 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 Seniority: length of continuous service as a Part-time or Full-time Education Support Professional in the Logan City School District (in equivalent full-time years) from the date of the Employee's signed contract. Service as a Substitute, Seasonal, or Part-time/Temporary Education Support Professional in the District shall not be considered when calculating seniority.

- 1-1-12 Grievance: written or oral statement of a perceived violation or misinterpretation of the terms, meaning, or application of an Employee'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 Employee or group of Employees or 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 Employee's contract.
- 2-1-2 The Board shall continue its policy of not discriminating against any Employee on the basis of race, creed, color, national origin, sex, marital status, or membership in any educational organization.
- 2-1-3 Employees 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 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.
- 2-1-5 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 endorsed in writing hereon.
- 2-1-6 This agreement shall be governed and construed according to the constitution and the laws of the State of Utah.
- 2-1-7 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 Employee 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 It shall be the right of the Employees to join any local group representation and/or Employee association. It shall further be the right of Employees to have affiliation with the membership in the state association of classified school Employees, the association known as Utah School Employees Association, and affiliated national groups. Employees may request counsel and/or representation from the state association of Education Support Professionals.
- 3-1-2 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 Employee 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 Employees under §34-19-1 through 13 and §34-20-1 through 13, Utah Code Annotated, 1953, as subsequently amended.

#### **3-2 Deductions**

- 3-2-1 Upon receipt of a signed statement from an Employee, the public employer shall deduct a specified sum not to exceed three (3) percent per month of the Employee's wages and the public employer shall pay the specified amount to an association designated by the Employee. This assignment of wages by the Employee may be terminated at any time by the Employee by providing written notice to the public employer.
- 3-2-2 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.

#### **3-3 Negotiations**

- 3-3-1 Procedural guidelines in §3-3 are followed during the negotiations process, when both teams have been fully authorized by their respective Board or Association to act in good faith and make proposals, counter proposals and to reach tentative agreements.



3-3-2 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 subject, content, and/or meaning.

3-3-3 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 Negotiation. 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. During decision making, both parties have equal voice.

3-3-4 Any and all information discussed in closed session negotiations may be released to the public and/or news media only through prepared releases mutually agreed upon by both negotiating parties.

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

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

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

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

3-3-9 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.

### **3-4 Adopting Agreements**

3-4-1 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**

### **Conditions of Employment**

#### **4-1 Conditions of Employment**

4-1-1 All Conditions of employment shall abide by Chapter 3, Title 52 of the Utah Code Annotated (1953). Failure to abide by outlined conditions may result in corrective discipline.

#### **4-2 Working Schedule**

4-2-1 Employees' yearly authorized work hours and days are determined by the District. Anticipated work hours and days are listed in Addendum A.

4-2-2 The immediate supervisor or principal schedules work hours and days for Employees so that requirements of the department/school are best met.

4-2-3 Employees are limited to working authorized hours and work days.

#### **4-3 Time Keeping**

4-3-1 Non-exempt Education Support Professionals must track time worked and report leave taken during the respective pay period using the time keeping system approved and furnished by the Board.

#### **4-4 Lunch Break**

4-4-1 Duty free lunches are not counted as work time. Accordingly, lunch breaks are to be appropriately recorded as required in §4-3.

#### **4-5 Miscellaneous Breaks**

4-5-1 In accordance with FLSA, paid rest breaks for adult Employees are not provided; however, a rest break of at least ten (10) minutes for each consecutive three (3) hour period worked is required for Employees who are minors under the age of eighteen (18).

#### **4-6 Overtime Work for Non-exempt Employees**

4-6-1 The work week shall be from 12:01 a.m. Saturday morning to 12:00 midnight Friday night.

- 4-6-2 Any work performed by a Non-exempt Employee beyond his/her authorized hours requires written preauthorization by the Employee's immediate supervisor and either the Business Administrator or Superintendent and must be compensated by the District.
- 4-6-3 Before beginning any over-authorized-time work, Non-exempt Employees and supervisors must agree whether the time will be covered by accumulating compensatory time or remuneration.
- 4-6-4 Time worked beyond forty (40) actual hours in any given work week shall be compensated at one point five (1.5) times the hourly rate or the non-exempt Employee shall receive compensatory time at the same rate. Time worked between thirty-five (35) and forty (40) actual hours in any given work week shall be compensated at the Employee's regular hourly wage.
- 4-6-5 Non-exempt Employees may not authorize their own overtime. Employees should not voluntarily perform, and are not expected to perform work duties or functions while "off the clock". Employees must report any improper requests to perform unpaid work directly to the Director of Human Resources.
- 4-6-6 Failure to comply with these overtime provisions may result in disciplinary action as set forth in Article 9 of this agreement.

#### **4-7 Compensatory Time**

- 4-7-1 Compensatory time requires written preauthorization by the Employee's immediate supervisor and either the Business Administrator or Superintendent and must be compensated by the District.
- 4-7-2 Although Federal law allows a higher accumulation of compensatory time, it is the policy of the District to limit the accumulation of compensatory time-off to a maximum of eighty (80) hours. Beyond that, all time worked will be paid.
- 4-7-3 Compensatory time should be taken during times that are mutually agreed upon by the Employee and the immediate supervisor.
- 4-7-4 Once an Employee has accumulated at least forty (40) hours of compensatory time-off, supervisors may schedule compensatory time-off for the Employee in full hour increments to prevent excessive accumulation.

#### **4-8 Attendance at Meetings**

- 4-8-1 The District may, as part of the employment period, provide inservice training at the discretion of Education Support Professionals' supervisory personnel.

4-8-2 Employees shall attend all meetings or inservice training called or designated by the Education Support Professionals' supervisory personnel.

**4-9 Resignation**

4-9-1 Seasonal, Part-time/temporary, and Part-time Employees requesting a release from their contract shall provide ten (10) working days written notice.

4-9-2 Full-time Employees requesting a release from their contract shall provide ten (10) working days written notice or shall be assessed a breach of contract penalty of \$250.

**4-10 Contract Services**

4-10-1 The District does not enter into or explore any type of contract services which displaces Education Support Professionals prior to the Association being informed and given an opportunity to work with the District to evaluate possible alternatives for the department to be more effective.

## **ARTICLE 5**

### **Wage/Salary Provisions**

#### **5-1 Salary Schedule**

- 5-1-1 The salary schedule(s) negotiated by the Board and the Association shall be the only schedule(s) used for the current year.
- 5-1-2 Beginning July 1, 2014, future service as an Employee in the District will result in increment advancement on the salary schedule as negotiated annually.

#### **5-2 Promotions or Upward Salary Lane Change**

- 5-2-1 When an Employee is promoted or reassigned to a position on a higher salary lane, the Employee shall be placed on the first step that results in a minimum five (5) percent increase.

#### **5-3 Reassignment to a Lower Salary Lane**

- 5-3-1 If an Employee is reassigned for administrative reasons to a position on a lower salary lane, the Employee shall be placed in the appropriate lane and on the step which reflects the wage closest in dollar amount, whether the amount be higher or lower, to the Employee's wage prior to the reassignment. Such placement may have the potential of some negative financial effect.
- 5-3-2 If, for personal reasons, an Employee requests and is granted a reassignment to a position on a lower salary lane, the Employee shall be placed in the appropriate lane and on the same step placement. For example: if, prior to the reassignment, the Employee was placed on Lane 11 Step D and the reassignment resulted in placement in Lane 8, the step placement would remain as Step D. Such placement has the potential of some negative financial effect.

#### **5-4 Additional Positions**

- 5-4-1 If an Employee accepts an additional non-exempt Education Support Professional position, the Employee shall be initially placed on the first step in the appropriate lane.
- 5-4-2 All hours worked in non-exempt Education Support Professional positions will accumulate toward the forty (40) hour overtime standard and the overtime rate will be determined according to FLSA standards.

- 5-4-3 Coaches/Advisors of extra-curricular activities are volunteer or at-will assignments (year-to-year assignments) and are not remunerated with an hourly wage. Such at-will assignments may receive a nominal stipend, where applicable, as approved by the Superintendent or designee. Coaches/Advisors of extra-curricular activities 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 nominal stipends, where applicable, being issued.

## **5-5 Seasonal Employment**

- 5-5-1 Seasonal employment is temporary employment as defined in §1-7-2.
- 5-5-2 Seasonal employment shall be paid on the first step of the appropriate lane and no step advancement is provided regardless of prior seasonal or school-year employment.

## **5-6 Payroll Deductions**

- 5-6-1 Deductions from monthly salary checks may be made for such professional or mutual benefit organizations as authorized in writing by the Employee and agreed to by the Board. Federal income tax, retirement taxes and contributions, and any other amounts required by law or authorized by the Employee are deducted from the amount of the contract.

## **5-7 Payroll Schedule**

- 5-7-1 Education Support Professionals are paid monthly.

## **5-8 Salary Adjustments**

- 5-8-1 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.
- 5-8-2 Concerns about conditional factors or discrepancies that determine placement on the classified Employee's salary schedule must be filed with the Superintendent. The statute of limitations for filing a discrepancy is six (6) months from the date of such placement on the salary schedule.
- 5-8-3 Any salary error correction from the District has a statute of limitations of two (2) years.

**5-9 Service Recognition**

5-9-1 Education Support Professionals shall be rewarded for consecutive years of successful service in the Logan City School District through Service Recognition awards as follows:

15 years:	\$ 800
20 years:	\$1200
25 years:	\$1600

5-9-1-1 Service Recognition awards will be granted each January.

5-9-1-2 One year of service shall be defined as a minimum of 180 days or a full school year of consecutive employment during any given fiscal year (July 1 through June 30).

5-9-1-3 Current Employees who complete 15, 20, or 25 consecutive years of successful service by December 31 are eligible. Years of service shall be calculated from the most recent date of hire; any lapse in employment restarts the count. Any resignation, retirement, or termination constitutes a lapse in employment even if the employee returns to work for the District at a later date.

**5-10 Y-Rated Employees**

5-10-1 Y-Rated Employees are Employees whose salary, after reclassification, remains at its current level until the pay rate of the Employee's reclassification rises, through cost of living adjustments (COLAs), to the level of the Employee's current salary.

5-10-2 When a COLA is negotiated, Y-Rated Employees shall receive one-half (1/2) the COLA amount.

## **ARTICLE 6**

### **Transfer and Reassignment**

#### **6-1 Voluntary Transfer and Reassignment**

- 6-1-1 Employees desiring a voluntary transfer or reassignment for the subsequent school year to a position in the same lane and which includes the same number of contract hours, contract days, and benefits 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. Such a request requires the Employee to participate in an interviewing process.
- 6-1-2 When responding to requests for a voluntary transfer or reassignment as outlined in §6-1-1, the convenience and wishes of the individual Employee shall be honored to the extent that they do not conflict with the position's essential functions and responsibilities or the best interest of the department, school, and/or District. If more than one Employee has requested a transfer to the same position, the Employee best qualified for the position, as determined through the interview process, shall be appointed.
- 6-1-3 Requests for a voluntary transfer or reassignment to a position in a different lane or which includes an increase in the number of contract hours, contract days, or benefits shall require an application and shall be addressed through the District's established hiring process and procedures.

#### **6-2 Involuntary Transfer and Reassignment**

- 6-2-1 The Board and the Association recognize that some involuntary transfers and reassignment of Employees from one position or location to another is necessary. They also recognize that, under normal circumstances, involuntary transfer or reassignment of Employees 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 Employee as the information becomes available to the District.
  - 6-2-1-2 The affected Employee is allowed to discuss any concerns and suggest other alternatives, if applicable.



## **ARTICLE 7**

### **Leave**

#### **7-1 Leave**

- 7-1-1 Beginning July 1, 2014, Education Support Professionals contracted to regularly work 28.75 or more hours per week in a single capacity are leave eligible. Education Support Professionals contracted to work less than 28.75 hours per week are not eligible to receive any type of leave.
- 7-1-2 Education Support Professionals who began employment with the District prior to July 1, 2014, and who were contracted to regularly work in a position that was leave eligible at that time, continue to be leave eligible so long as employment continues in that same position. Should employment in that same position be resigned, retired, or terminated, leave benefit eligibility also terminates and accrued leave balances shall be paid out according to §7-4-9.
- 7-1-3 Absence of an Employee for named causes in Article 7 shall be charged against leave allowance regardless of the employment of a substitute.

#### **7-2 Hourly Leave**

- 7-2-1 All non-exempt Education Support Professionals' leave provisions are utilized in quarter-hour increments.

#### **7-3 Family and Medical Leave Act (FMLA)**

- 7-3-1 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).

##### **7-3-2 FMLA Definitions**

- 7-3-2-1 Eligible Employee: any Education Support Professional of the District who has been employed for at least twelve (12) months by the District and has worked at least 1,250 hours during the immediate twelve (12) month period prior to any request for leave under this Policy.
- 7-3-2-2 Employment benefits: all benefits provided by the District to an Employee such as group life insurance, health insurance, disability insurance, sick leave, personal leave, and pension or retirement benefits.

- 7-3-2-3 Health care provider: a licensed doctor of osteopathy or medicine.
- 7-3-2-4 Parent: the natural or adoptive parent of a child or legal guardian who acts in the place of a parent.
- 7-3-2-5 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 eighteen (18) years of age; or (b) older than eighteen (18) years but incapable of self-care due to mental or physical disability.
- 7-3-2-6 Spouse: a legal husband or wife.
- 7-3-2-7 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; or
      - 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 two (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.

### 7-3-3 **FMLA Eligibility**

7-3-3-1 An eligible Employee 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 Employee 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 Employee 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 Employee suffers from a serious health condition that makes the Employee unable to perform the essential functions of that Employee's position.

7-3-3-2 An eligible Employee 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.

7-3-3-3 An eligible Employee 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 Employee and the District.

7-3-4 **Concurrent Leave and Leave without Pay**

7-3-4-1 The Board hereby designates all compensated leave (e.g. sick, personal, vacation, compensatory time) to be counted as part of and included in the FMLA so that an Employee 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 designated FMLA leave will be without pay.

7-3-4-2 The District hereby requires an Employee to substitute any accrued compensated leave in place of any part of FMLA leave under this policy. Existing district policy governing appropriate uses of leave days are applicable.

7-3-4-3 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.

**7-3-5 Foreseeable Leave**

7-3-5-1 An Employee 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 Employee learns of the need for leave; and
2. schedule treatment so as not to unduly disrupt the operations of the District.

**7-3-6 Employer Notification**

7-3-6-1 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.]

7-3-6-2 Upon receipt of a written request for FMLA Leave, the District will provide the Employee written notification of the status of the requested leave within five (5) working days.

**7-3-7 Spouses of Employees Employed by the District**

7-3-7-1 In any case where both husband and wife are Employees 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.

**7-3-8 Required Medical Certification**

7-3-8-1 All leave under this policy must be supported by a certification issued by a health care provider.

7-3-8-2 The Board hereby designates all qualifying leave as FMLA.

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

7-3-8-4 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 and 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 Employee’s absence from work because of the Employee’s own condition (including absences due to pregnancy or a chronic condition), certification is sufficient if it states whether the Employee:
  - a. is unable to perform work of any kind;
  - b. is unable to perform any one or more of the essential functions of the Employee’s position, including a statement of the essential functions the Employee 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 Employee about the Employee’s job functions; or
  - c. must be absent from work for treatment.
6. a statement that the serious medical condition prevents the Employee from performing the tasks of the position or that requires the Employee to attend and care for a son, daughter, spouse, or parent.

7-3-8-5 At its expense, the District reserves the right to obtain a second opinion by a doctor designated by the District.

7-3-8-6 The District may require the Employee taking FMLA to complete a Fitness for Duty Certification prior to his/her return to work at the District.

7-3-9 **Employment and Benefit Protection**

7-3-9-1 An Employee who takes leave in conformance with this policy is entitled to:

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

7-3-9-2 No benefit accrued prior to taking leave shall be lost as a result of taking leave under this policy.

7-3-9-3 The Employee shall not accrue any seniority or employment benefits during any period of leave.

7-3-9-4 If an Employee fails to return to work after leave expires for reasons other than continuation, recurrence, or onset of a serious health condition of the Employee, son, daughter, or spouse, then the District may recover the insurance premium paid for maintaining coverage for the Employee during the leave period.

#### 7-3-10 **Other Provisions**

7-3-10-1 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 Employee that it intends to deny leave when it determines that injury would occur;
3. intermittent medical leave is available upon certification of medical need, but the District may transfer the Employee temporarily to an equivalent alternate position.

#### 7-3-11 **End of School Year Procedures, Where Applicable**

7-3-11-1 If the Employee begins leave more than five (5) weeks prior to the end of the school year, the Employee 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.

7-3-11-2 If the Employee 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 Employee 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.

7-3-11-3 If the Employee begins leave for reasons other than a 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 Employee must continue to take unpaid leave until the end of the school year.

#### **7-4 Sick Leave**

7-4-1 Employees with a contract between 225 and to 260 days are allowed twelve days sick leave for absence due to personal illness or illness in the immediate family. Employees with a contract less than 225 days are allowed ten (10) days sick leave 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 Employee is absent beyond the accumulated sick leave days, other accumulated paid leave shall be applied. If the Employee is absent beyond accumulated leave, the absence is without pay as governed by §7-9.

#### **7-4-2 Immediate Family**

7-4-2-1 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, grand-parent, and grandchildren. Other members of the Employees 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.

7-4-3 Once an Employee has used more than ten (10) days sick leave within a given year, medical certification may be required each day thereafter.

7-4-4 Recovery from any extended illness/disability extending to ten (10) working days or more requires the Employee to apply for FMLA and to provide certified medical verification. Every ten (10) working days thereafter, following the initial ten (10) days, requires an additional certified medical verification from a physician specifying the medical need for an extension. The Board may require, at their expense, a second opinion and verification of the medical need for an extension.

7-4-5 Credit for unused days of sick leave is allowed to accumulate to a maximum of 120 days. After Employees earn the 120 day maximum, they are allowed, in a given year, ten (10) days sick leave (non-accumulative) beyond the 120 day maximum.



7-4-6 An Employee is entitled to, upon written application to Human Resources, 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 Employee is absent beyond the accumulated sick leave days, other accumulated paid leave shall be applied. If the Employee is absent beyond accumulated leave, the absence is without pay as governed by §7-9. Complications in the course of a pregnancy or leave to care for an infant falls under the provisions of the FMLA (see §7-3).

7-4-7 An Employee 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 Employee, her physician, and the principal and/or supervisor.

7-4-8 An Employee 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 Employee's home.

7-4-9 **Sick Leave Payout**

7-4-9-1 The Board agrees to pay 25 percent of the accumulated sick leave at the time of retirement or voluntary separation of employment based on the final contract hourly wage.

Example (based on a \$15 hourly rate):

An Employee has accumulated 110 days x 6 hours = 660 total hours accumulated sick leave; 660 x 25% = 165 accumulated sick leave hours x \$15.00 hourly rate = \$2475.

7-4-9-2 This payout will be in accordance with any of the Board approved options.

**7-5 Sick Leave Bank**

7-5-1 A Sick Leave Bank is established for leave eligible Employees to draw upon in the case of catastrophic illness. Catastrophic illness does not include all reasons for which an Employee might be eligible for FMLA leave, maternity leave, or other categories of leave.

7-5-2 Additional days of leave granted by the Sick Leave Bank Committee run concurrent with any FMLA leave for which the Employee may be eligible.

7-5-3 **Eligibility**

7-5-3-1 An Employee whose contract includes leave benefits may elect to participate in the Sick Leave Bank. Participation in the Sick Leave Bank is voluntary.

7-5-3-2 In order to draw additional leave from the Sick Leave Bank, an eligible Employee shall have exhausted all accumulated compensated leave (sick leave, personal leave, compensatory time, overtime, and/or vacation leave).

7-5-3-3 Provisional Employees may draw upon the Sick Leave Bank for personal catastrophic illness as follows:

- a. Employees in their first year of employment with the District may draw up to ten (10) contract days per fiscal year.
- b. Employees in their second consecutive year of employment with the District may draw up to twenty (20) contract days per fiscal year.
- c. Employees in their third consecutive year of employment with the District may draw up to thirty (30) contract days per fiscal year.

7-5-3-4 Career Employees 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 Employee 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 §7-5-1.

7-5-3-5 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.

7-5-4 **Participation**

7-5-4-1 Employees 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.

- 7-5-4-2 Employees 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. Employees hired after September 15 of any given fiscal year, and who elect to participate in the Bank, must notify Human Resource in writing within thirty (30) calendar days from the date of initial hire or wait until the next fiscal year to join.
- 7-5-4-3 An Employee's participation in the Sick Leave Bank automatically renews each fiscal year unless the Employee notifies Human Resources in writing by September 15 of the fiscal year in which the Employee wishes to discontinue participation. An Employee who discontinues participation in the Bank may not withdraw days thereafter, even those days which such Employee previously contributed.

#### 7-5-5 **Application Process**

- 7-5-5-1 When applying for additional days of leave from the Sick Leave Bank, eligible Employees must submit a completed Sick Leave Bank Application to the 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.
- 7-5-5-2 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.
- 7-5-5-3 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.
- 7-5-5-4 The Human Resource Director facilitates the Committee process, but is not a voting member of the Committee.
- 7-5-5-5 Applications must be submitted and approved before any additional days from Sick Leave Bank may be used. Additional leave shall not be granted retroactively.

- 7-5-5-6 Applications shall only be granted when all eligibility requirements are met and when the Sick Leave Bank balance is sufficient to cover the request.
- 7-5-5-7 All days of leave granted by the Sick Leave Bank Committee must be used consecutively and may not be used intermittently.
- 7-5-5-8 Employees 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 §7-9, *Absence without Pay*, and may be subject to disciplinary action up to and including termination.

## **7-6 Workman's Compensation**

- 7-6-1 If the Employee'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 Employee's rate of pay; however, the first three days of absence are deducted from the Employee's sick leave.

## **7-7 Bereavement Leave**

- 7-7-1 Bereavement leave may be used to cover an Employee's absence resulting from the death of a member of the immediate family as defined in §7-4-2-1. Employees may be absent from their assignment for up to five (5) consecutive days for the death and burial of an immediate family member. Death/bereavement leave is granted up to two (2) days with the remaining three (3) days taken from available sick leave or will be without pay.

## **7-8 Personal Leave**

- 7-8-1 Employees receive four (4) days per year personal leave to be taken with the approval of the immediate supervisor. Three (3) days per year not used may be carried over to next year giving a total of seven (7) days for personal leave. No reimbursement is given for unused days.
- 7-8-2 These days may be used for personal reasons. The time when these days may be used is left to the discretion of the Employee, with the following exceptions:
  - 7-8-2-1 Personal leave shall not be taken on the first (1st) week or last two (2) weeks of the regular school year, except by authorization of the immediate supervisor.
  - 7-8-2-2 It is the responsibility of each Employee to give the immediate supervisor notification by 8:00 a.m. the day prior to the personal leave.

## **7-9 Absence without Pay**

- 7-9-1 A day of absence without pay is only to be requested when all other accumulated compensatory time, personal leave, and vacation leave are exhausted and requires prior written authorization of the immediate supervisor a minimum of ten (10) days prior to the leave being taken.
- 7-9-2 If a leave eligible Employee is absent beyond the accumulated designated leave days, the absence is without pay. Wherever applicable, the equivalent insurance premiums are deducted from the salary.
- 7-9-3 Five (5) days of absence without pay, regardless of leave eligibility, in any given contract period constitutes excessive absenteeism, neglect of duty, and job abandonment, and the Employee may be replaced.

## **7-10 Vacation Leave**

- 7-10-1 Employees with a 260 day contract are allowed ten (10) annual paid vacation days which may be taken during a time approved by the immediate supervisor. This leave must be used each year by July 31. After five (5) years of service, one (1) additional day per year is added for a maximum of ten (10) years yielding twenty (20) days vacation. No reimbursement or carry over is given for unused days.
- 7-10-2 Employees with a 225 to 259 day contract are allowed ten (10) annual paid vacation days which may be taken during a time approved by the immediate supervisor. This leave must be used each year by July 31. No reimbursement or carry over is given for unused days.
- 7-10-3 Employees with less than a 225 day contract do not earn vacation leave.

## **7-11 Holidays**

- 7-11-1 Employees with a 260 day contract are away from their jobs on the following national and state holidays:
- New Years Day
  - Presidents Day
  - Human Rights Day
  - Memorial Day
  - Independence Day
  - Pioneer Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day

- 7-11-1-1 Should the above listed holiday(s) fall on a weekend, Employees are away from their jobs either the Friday prior to or the Monday following the holiday.
- 7-11-1-2 Employees with a 260 day contract are away from their jobs on the followings days as provided in accordance with the District's annual calendar:
- Thanksgiving Break
  - One additional day during the District's scheduled Christmas Break
  - Spring Break
- 7-11-1-3 Employees with a 260 day contract work the District's scheduled Fall Break, unless an Employee utilizes leave as provided in Article 7.

## **7-12 Jury Duty**

- 7-12-1 An Employee must submit a letter to Human Resources requesting jury duty leave with accompanying documentation of required service.
- 7-12-2 Jury duty is not paid leave unless the Employee remits his/her jury duty payment to the District. If the Employee accepts payment for jury duty service, the Employee 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 Employees 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 Employee 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 Employees are entitled to Adué 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 Employees 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 Employee 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 Employee 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 expenses of securing a hearing examiner shall be borne by the Board so long as the Board selects the hearing examiner.
- 8-3-3-2 The Board shall select a hearing examiner outside of the Logan City School District.
- 8-3-3-3 The hearing examiner receives a joint letter from the Board and the grievant, or his/her designee(s), stating the issue(s) and requesting that the hearing examiner set a date and time for the hearing.



- 8-3-3-4 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.
- 8-3-3-5 The hearing examiner's written report will only be made in an executive session with the Board, the grievant, and his/her representative.
- 8-3-3-6 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 Employees**

- 9-1-1 Employees may be suspended or dismissed for cause under the provisions of the Public Education Human Resource Management Act, Title 53A, Chapter 8a, 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 Employee 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 Employee 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 Employee 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; or
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 Employee, 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 reason(s), therefore, and advises the Employee that he/she may request an informal conference with the Superintendent to discuss the matter if 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 Employee involved.

## **9-3 Termination During Contract Term for Unsatisfactory Performance**

- 9-3-1 If a Career Employee is terminated during contract term or if his/her contract is nonrenewed beyond the then current school year due to unsatisfactory performance, the unsatisfactory performance must be documented in accordance with district policies or practices. Such evaluations may be conducted at any time that is reasonable to assess the Employee's performance.
- 9-3-2 If the District intends not to renew the contract of a Career Employee for reasons of unsatisfactory performance it shall:
1. notify the Career Employee at least thirty calendar (30) days prior to issuing a notice of intent not to renew the career Employee's contract that continued employment is in question and clearly identify the deficiencies in performance;
  2. provide to the Career Employee a minimum of thirty calendar (30) days and up to 120 calendar days in which to complete the plan of assistance and correct the problem;

3. the Principal or designee shall develop and implement a Career Employee plan of assistance to correct the deficiencies, including informal conferences and the services of school personnel within the District, including a mentor;
4. principal or designee shall reevaluate the Employee's performance;
5. if upon a reevaluation of the Career Employee's performance, the District determines the Career Employee'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 Employee's performance is determined to be unsatisfactory, the District may elect to not renew or terminate the Career Employee's contract;
6. if the Career Employee's performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent to not renew or terminate the Career Employee's contract, which shall include written documentation of the Career Employee's deficiencies in performance;
7. an Employee whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the Employee;
8. nothing in this agreement shall be construed to require the Career Employee's compliance in the completion of evaluations.

9-3-3 When the District intends to terminate an Employee's contract during the contract term for unsatisfactory performance, the District gives prior written notice of such intent served by personal delivery or by certified mail addressed to the Employee'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, including the clearly identified deficiencies in performance, and advises the Employee that he/she may request in writing an informal conference with the Superintendent to discuss the matter if requested within ten (10) days of receiving the termination notice. Termination notice is delivered or mailed at least thirty (30) days prior to the proposed date of termination. Termination notice shall advise the Employee that he/she has the right to a fair hearing and that the hearing is waived if it is not requested within fifteen (15) days after the notice of termination was either personally delivered or mailed to the individuals most recent address as shown on the records of the District. The notice shall state that failure of the Employee 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 Employee's contract or to terminate a Career or Provisional Employee'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 Employee'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. Termination notice is personally delivered or mailed at least thirty (30) calendar days prior to the proposed date of termination. The termination notice shall state that failure of the Employee 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.

#### **9-5 Nonrenewal of Provisional Employees**

9-5-1 A Provisional Employee is not entitled to employment beyond the end of the term of the present one-year contract. Termination of Provisional Employees for cause during the contract term is handled under Orderly Termination Procedures (§9-1).

9-5-2 The District shall notify a Provisional Employee at least sixty (60) days before the end of the Provisional Employee's contract if the Provisional Employee will not be offered a contract for a subsequent term of employment. Because Provisional Employees 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 hearing.

9-5-3 In the absence of timely notice (§9-5-2), Provisional Employees are deemed to be reemployed for the succeeding contract term with a salary based upon the applicable classified salary schedule. A Provisional Employee whose contract of employment is renewed following his/her third or fourth year of continuous employment becomes a Career Employee.

#### **9-6 Procedural Due Process**

##### **9-6-1 Employee's Right to an Informal Conference**

9-6-1-1 A notice of intention not to renew the contract of a Career Employee or of an intention to terminate the contract of a Career or Provisional Employee during the contract term must advise the Employee 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.

9-6-2 **Employee's Right to a Hearing**

9-6-2-1 A notice of intention not to renew the contract of a Career Employee or of an intention to terminate the contract of a Career or Provisional Employee during its term must also advise the Employee that if after the informal conference the Employee 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 Employee 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 Employee. If the Employee does not request a hearing within fifteen (15) days, then the Employee 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 Employee. 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 Employee at a Hearing**

9-6-3-1 At the hearing, the Employee 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 Employee 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 Employee, then the Employee shall be reinstated and back pay shall be paid if the Employee was suspended without pay pending the hearing.

**9-7 Failure to Give Timely Notice**

9-7-1 In the absence of timely notice, Career Employees are deemed to be reemployed for the succeeding contract term with a salary based upon the applicable salary schedule.

**9-8 Personnel Records**

9-8-1 If the final determination is not to dismiss a Career Employee, record of the District's attempt to dismiss the Career Employee will not become part of the Career Employee's personnel file. Material is removed from the Career Employee's file when a Career Employee's claim that it is inaccurate has been sustained in grievance proceedings.

**9-9 Court Appeals**

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

**9-10 Reduction-In-Force**

9-10-1 Reduction-in-Force shall only occur if there is:

1. decline in student enrollment in the District, department, school, or grade level;
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.

9-10-2 Before a Reduction-in-Force is implemented, the Superintendent and Board of Education shall attempt to accomplish staff reductions through attrition, volunteers, retirement, and furlough options.

9-10-3 If the Board decides to reduce the number of Education Support Professionals, priorities will be based on the program and staffing needs which best serve the students in the District.

#### **9-10-4 Reduction-in-Force Criteria**

- 9-10-4-1 Once it is determined that a Reduction-in-Force is necessary, Education Support Professionals will be grouped according to job classification families.
- 9-10-4-2 Where a singleton position within a job classification family has been eliminated or substantially reduced as a result of a Reduction-in-Force, the Employee currently filling that position will be the Employee subject to the Reduction-in-Force. If the position was eliminated, the affected Employee will have first right to interview for existing vacancies within the same job classification family. If there are no existing vacancies at the time the position is eliminated, the Employee will be subject to rehire procedures outlined in §9-10-6.
- 9-10-4-3 Where there is more than one of the same position within a job classification family and more than one of those positions has been substantially reduced or eliminated as a result of a Reduction-in-Force, the Employee(s) subject to the Reduction-in-Force will be determined in the following order:
1. The Employee who has received a suspension without pay as part of corrective discipline within the 18 months preceding the Reduction-in-Force is the first Employee affected by the Reduction-in-Force.
  2. The Employee who has received two (2) or more letters of written reprimand as part of corrective discipline within the 18 months preceding the Reduction-in-Force is the next Employee affected by the Reduction-in-Force.
  3. The Employee who has received one (1) letter of written reprimand as part of corrective discipline within the 18 months preceding the Reduction-in-Force is the next Employee affected by the Reduction-in-Force.
  4. The Employee whose contract is less than seven (7) or more hours per day in one continuous assignment for at least nine (9) consecutive months of the fiscal year is the next Employee affected by the Reduction-in-Force in the ascending order of the FTE.



- 9-10-4-4 After applying criteria outlined in §9-10-4-3, remaining Employees within the affected job classification family will be subject to the Reduction-in-Force according to descending order of an Employee's overall average score on the most recent year's summative evaluation.
- 9-10-4-5 After applying criteria outlined in §9-10-4-3 and, §9-10-4-4, should there still be two or more remaining Employees within the affected job classification family, the Employee with the fewest number of full-time equivalent years of experience with Logan City School District in that specific job classification family will be the Employee next subject to the Reduction-in-Force.
- 9-10-4-6 After applying criteria outlined in §9-10-4-3, §9-10-4-4, and §9-10-4-5 should there still be two or more remaining Employees within the affected job classification family, the Employee next subject to the Reduction-in-Force will be determined by a random drawing conducted by the ESP Association Labor Relation Specialist and the Director of Human Resource.

#### **9-10-5 Reduction-in-Force Notification**

- 9-10-5-1 As soon as specific reductions are known, written notice will be provided to the affected Employee(s) via hand delivery or Certified Mail to the last known mailing address on record in Human Resources. Such written notice shall state the loss of their position was due to a Reduction-in-Force.

#### **9-10-6 Rehire Procedures**

- 9-10-6-1 Individuals released through the Reduction-in-Force process shall be given first right to interview for vacancies within the same job classification family from which they were displaced for 15 months following the date the written Reduction-in-Force Notice, unless one of the following occurs first:
1. the individual resigns from the District;
  2. the individual accepts another position within the District;
  3. the individual refuses a position within the job classification family that includes the same or more hours at the same or greater wage occupied at the time of the Reduction-in-Force.

- 9-10-6-2 The District shall notify the eligible individual of first right to interview via documented personal contact. If the District is unable to make personal contact, the District shall notify the eligible individual 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 individual 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 Employee.
- 9-10-6-3 If an individual is terminated through a Reduction-in-Force and then rehired during the same contract year, the individual shall be placed on the lane appropriate for the position for which he/she was rehired and on the same step placement at the time of the Reduction-in-Force. If an individual is terminated through a Reduction-in-Force and then rehired within 15 months from the date of the Reduction-in-Force Notice, but in the subsequent contract year, the individual shall be placed on the lane appropriate for the position for which he/she was rehired and the step placement at the time of the Reduction-in-Force shall be reinstated along with the financial benefits provided in accordance with the subsequent contract year's ESP Negotiated Agreement.
- 9-10-6-4 An individual rehired following a Reduction-in-Force shall have leave benefits which existed at the time of termination reinstated except for 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 Employees contracted to regularly work thirty (30) or more, but less than forty (40) hours per week, receive single coverage as provided by the Board. Further insurance is available to the Employee with the Employee paying the additional premiums.
- 10-1-2 Employees contracted to regularly work forty (40) hours per week receive single, couple, or family coverage as applicable and as provided by the Board.
- 10-1-3 Employees contracted to work less than thirty (30) hours per week do not receive insurance benefits of any type.
  - 10-1-3-1 The flexible spending program is available to assist with additional insurance premium payments.
  - 10-1-3-2 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.
- 10-1-4 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 Employee commences active employment. The Employee must complete proper application forms prior to the effective date.
- 10-1-5 Employees eligible for Medicare are encouraged to enroll in the Federal Medicare program ninety (90) days prior to their becoming eligible. Employees 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.
- 10-1-6 Coverage for any member of the program ceases at the end of the month in which they become ineligible or their employment is terminated.
- 10-1-7 It is the responsibility of Employees 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. Employees 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 Employees as per the current qualifications for District group health insurance coverage.
  
- 10-2-2 Insurance eligible Employees are provided a term life insurance benefit. The current benefit, paid in full by the Board, provides \$50,000 coverage for the Employee. For Employees eligible for family coverage, an additional \$5,000 per dependent is provided. Additional coverage may be purchased and paid for by the Employee.

## **ARTICLE 11**

### **Longevity Incentive Provisions**

#### **11-1 Definition**

11-1-1 For the purpose of the Longevity Incentive Program, Employee is defined as an Education Support Professional under contract with the District.

#### **11-2 Purpose**

11-2-1 To reward longevity and provide a bridge to Medicare for eligible Employees 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 Employees 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 Employee becomes eligible to receive Medicare benefits, whichever comes first.

11-3-3 The Board and the Employee 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: Employees whose combined age and a minimum of fifteen (15) years of full-time service with the District as of June 30, 2015, will be grandfathered in as per Article 11 of the 2012-13 Education Support Professionals Negotiated Agreement. However, beginning July 1, 2013, qualifying Employees are eligible for an Annual Stipend as outlined in §11-6, and future health insurance premium increases are the responsibility of the Employee and will be deducted from the annual stipend payable under this provision. Further, eligibility for this Sunset Provision is dependent on the Employee's written notification of 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 \$2,500, 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 Employee qualifies for Option A, Option B, or Option C.

- 11-4-2 Beginning July 1, 2013, any Employee 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): Employees 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 Employee 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): Employees 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): Educational Support Professionals 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 A minimum of 1,440 hours worked in one continuous assignment within any given fiscal year qualifies as one year of full-time service. Hours worked less than 1,440 hours but more than 1,080 hours in one continuous assignment within any given fiscal year may be cumulated with other hours between 1,080 and 1,440 worked in one continuous assignment in another fiscal year to generate full years of service. Hours worked above 1,440 in any given fiscal year may not be cumulated toward additional years of service.
- 11-4-4 Periods of leave taken without pay do not count toward years of service. Active duty in the military, congruent with URS guidelines and §11-4-3, counts toward years of service.
- 11-4-5 Employees eligible to receive Medicare benefits are not eligible for the annual stipend or health insurance coverage under this provision.
- 11-4-6 Employees terminated for cause are not eligible for the annual stipend or health insurance coverage under this provision.

## **11-5 Procedures**

- 11-5-1 The Employee reviews eligibility requirements with the District Business Administrator or Human Resources Department.
- 11-5-2 The Employee 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 \$2,500, whichever is less.

## **11-6 Annual Stipend**

- 11-6-1 The annual stipend payable under this provision is equal to the difference between the Increment A of the Employee's current lane and the Employee's current rate of pay multiplied by the annual hours of the Employee's current contract.
- 11-6-2 As a general rule, the annual stipend will be deposited into the Employee's health reimbursement account or special pay plan the first week of October each year.
- 11-6-3 The District agrees to maintain the Employee's enrollment in the District's group life insurance program for as long as the Employee qualifies for health insurance coverage, thus providing the Employee'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 Employee.

## **11-7 Health Insurance Coverage**

- 11-7-1 The Employee receives single or couple health insurance coverage with the existing District group health insurance program. Employees are able to maintain family coverage, if applicable, by paying the premium difference. Employees 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 Employees receive the same group medical benefits as negotiated yearly; however, future premium increases are the responsibility of the Employee and will be deducted from the annual stipend payable under this provision.

## **11-8 Health Insurance**

- 11-8-1 Employees may purchase additional years of health insurance coverage for themselves and/or their dependents. Sick leave payout as per §7-4-9, or annual stipend payouts as per §11-6, may be applied toward such purchase.

**11-9 Purchasing URS Service Credit**

11-9-1 Employees who qualify for purchase of URS service credit at the time of separation may use stipends and sick leave payable under this provision 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**  
**Freedom to Participate in Political Activities**

**12-1 Freedom to Participate in Political Activities**

- 12-1-1 The District recognizes that all Employees may participate in all affairs of citizenship. Employees 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 regular work schedule.
- 12-1-2 It is recognized that Employees may belong to the political party of their choice and be active therein.
- 12-1-3 It shall be the obligation of the District to permit any Employee 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 Employee'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 Employee's duty to the District, the Board and the Employee concerned shall mutually agree upon the salary to be paid to the Employee while campaigning for or occupying public office.