

Logan City School District

ADMINISTRATOR

NEGOTIATED AGREEMENT

2020-2021



www.loganschools.org

Approved July 8, 2020



Logan City School District

Administrator Negotiated Agreement

The following policies confirm the mutual understanding of Logan City Board of Education and the Logan City School District Administrators 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 Administrator Association (hereafter Association)*: a formalized professional organization representing its Administrator classification.
- 1-1-4 *Superintendent*: Superintendent of Schools of the Logan City School District in the State of Utah.
- 1-1-5 *Administrator*: all building and district Administrators.
 - 1-1-5-1 *Provisional Administrator*: an Administrator who is in his/her first three (3) or four (4) years as an Administrator in the Logan City School District, and has not yet received career Administrator status.
 - 1-1-5-2 *Career Administrator*: an Administrator who has been employed as an Administrator by the District for three (3) or four (4) years and has obtained a reasonable expectation of continued employment through successful performance evaluations as determined by the Administrator's immediate supervisor. Career Administrators who return to the District after an interruption in service of one (1) year shall return to the District as a Career Administrator.
- 1-1-6 *Part-time Administrator*: a part-time Administrator who is employed less than half (1/2) time is not covered under the provisions of this Agreement and is subject to termination after each contracted year has been completed. Said contracts are for one (1) year only, and Administrators do not accrue Career Administrator status if employment extends to beyond three (3) years or four (4) years.
- 1-1-7 *Contract Year*: Middle School Assistant Principals' and Elementary Principals' contracts are ten and one-half (10.5) months (three full weeks during the month of August through three full weeks of the following June), and all other Administrators' contracts are eleven (11) months (August 1 through June 30). Regardless of contract length, Building Administrators have a twelve (12) month responsibility for their school or assigned responsibility.
- 1-1-8 *Days*: calendar days except where otherwise noted.
- 1-1-9 *Grievance*: written or oral statement of an alleged violation or misinterpretation of the terms, meaning, or application of an Administrator's contract, negotiated agreement, Board policy decisions, or legal statute. It is expressly understood that a claim based upon an event or condition that does not fall within this definition shall not constitute a grievance.
- 1-1-10 *Grievant*: an Administrator or group of Administrators 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 Administrator's contract.
- 2-1-2 The Board shall continue its policy of not discriminating against any Administrator on the basis of race, creed, color, national origin, sex, marital status, or membership in any educational organization.
- 2-1-3 Administrators 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. 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 the 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 Administrator 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 Administrator 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 individuals of their rights under the Utah Rights to Work Law nor their rights as set forth in Title IV of the Civil Rights Act or provisions that may be applicable to public employees under Section 34-19-1 through 13 and Section 34-20-1 through 13, Utah Code Annotated, 1953, as subsequently amended.

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.
- ★ 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.
- 3-2-4 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 Administrator negotiating team is comprised of 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.



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- 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

Contract Provisions

4-1 Appointment of Professional Administrators

- 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. Administrators are encouraged to read the Administrator Negotiated Agreement available at www.loganschools.org.
- 4-1-2 The term of employment shall be as specified on the contract and in accordance with §1-1-6.
- 4-1-3 Administrators' working days are set annually by the Board on the official district calendar and in agreement with the Superintendent in consultation with the Associations. Building Administrators may flex their contract days when students are not in session (i.e. take a week off in June to work in July). District Office Administrators may flex their contract days with approval of the Superintendent.
- 4-1-4 Administrators are exempt employees under section 13(a)(1) of the Fair Labor Standards Act of 1938, as amended.

4-2 License Responsibility

- 4-2-1 It is the responsibility of Administrator to obtain a Utah Teaching License through the Utah State Office of Education with an Administrative/Supervisory Endorsement including the renewal of an expiring license.

4-3 Personnel File

- 4-3-1 Administrators furnish for the District all items needed for their personnel file including:
 - 4-3-1-1 A current license valid for the Administrator's assignment.
 - 4-3-1-2 Current official transcript(s) of all university credit. Photocopies are not accepted.
 - 4-3-1-3 A satisfactory statement of date of birth and proof of identity.

4-4 Attendance at Meetings

- 4-4-1 Administrators, part-time/full-time, are required to attend all district meetings. Professional organization meetings are to be attended at the option of the Administrator.

4-5 Provisional Status

- 4-5-1 A Provisional Administrator is not entitled to employment beyond the end of the term of the present one (1) year contract. Termination of Provisional Administrators during the contract term for cause is governed by Orderly Termination Procedures (§9-1).



- 4-5-2 During the provisional period, new Administrators must demonstrate through performance evaluations their essential job functions and administrative skills, and conduct themselves in an acceptable manner to superiors and peers in performance of all assignments.
- 4-5-3 The District shall notify a Provisional Administrator at least sixty (60) days before the end of the Provisional Administrator's contract if the Provisional Administrator will not be offered a contract for a subsequent term of employment. Because Provisional Administrators 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.
- 4-5-4 In the absence of timely notice as described in §4-8-3, Provisional Administrators are deemed to be reemployed for the succeeding contract term with a salary based upon the applicable administrator salary schedule.
- 4-5-4 Upon successful completion of a third consecutive provisional contract, or a fourth consecutive provisional contract where applicable, a Provisional Administrator becomes a Career Administrator pending approval by the Board of Education during their June board meeting.

4-6 Career Administrator Status

- 4-6-1 Administrators employed at least half (1/2) time for at least three (3) or four (4) consecutive years, with successful evaluations, are considered permanent (e.g. "Career") except for the reasons identified under Orderly Termination §9-1-2. However, Administrators employed less than full-time (1.0 FTE) are not guaranteed specific contract percentages based on past years' assignment. Assignments less than full-time (1.0 FTE) may be reduced or expanded due to enrollment fluctuations and superintendent assignment, and are not considered reduction-in-force.
- 4-6-2 If a Career Administrator takes leave for one (1) year or less, the Administrator returns with career status.

4-7 Resignation

- 4-7-1 Contracts are accepted in good faith by both parties. However, the Board agrees to give due consideration to an Administrator's statement of resignation during the contract period if sent in writing at least forty-five (45) calendar days prior to the date of resignation or forty-five (45) calendar days prior to the first day of the administrator's contract the following school year. Written statement of resignation must clearly state the reason for wishing to be released from the contract. If less than a forty-five (45) calendar day notice is given as stated above, the District will assess a breach of contract penalty of \$1,000.



ARTICLE 5

Salary Provisions

5-1 Salary Provisions

- 5-1-1 It is mutually agreed that, beginning July 1, 2014, payment of salaries according to a single-lane salary schedule for each recognized administrative assignment is to the advantage of all concerned. The salary schedule negotiated by the Board and the Association shall be the only schedule used for the current year. Salary differentials negotiated in earlier years (e.g. 1% for Administrators who have worked in Logan City School District for twenty (20) or more years and an additional 3.66% for Administrators after fourteen (14) years verified experience as an Administrator) shall continue.
- 5-1-2 Any increment advancement on the Administrator Salary shall be contingent upon an Administrator receiving a satisfactory evaluation.

5-2 Initial Placement on the Administrator Salary Schedule

- 5-2-1 Upon initial hire in the District, up to seven (7) years of verified experience outside the District as an Administrator 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 administrative endorsement in order to qualify as one year's experience. Each year of verified previous experience will advance initial placement on the Administrator Salary Schedule by one increment.
- 5-2-2 If a newly hired Administrator is currently employed as an Administrator in the District, he/she retains accrued leave and Career status, if applicable, as an Administrator with the District.

5-3 Continuing Education Advancement

- 5-3-1 Administrators who have completed sufficient continuing education to advance their status on the Administrator Salary Schedule must complete and submit to Human Resources a *Continuing Education Advancement Application*. It is the responsibility of the Administrator 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.
- 5-3-2 Approved Continuing Education Advancement applications 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 Administrator's earning statement within six (6) to eight (8) weeks.
- 5-3-3 Semester hours from an accredited University or College of Higher Education and/or Utah State Office of Education (USOE) approved credit are accepted for Administrators desiring to receive continuing education advancement on the Administrator Salary schedule as follows:



- 5-3-3-1 *Master's Degree plus 30 Semester Hours:* Administrators 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 Administrator Salary Schedule.
- 5-3-3-2 *Master's Degree plus 60 Semester Hours:* Administrators who have completed 60 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 Administrator Salary Schedule.
- 5-3-3-3 *Doctorate Degree:* Administrators who have completed an approved Doctoral course of study and officially been awarded the Doctorate Degree shall be advanced two increments on the Administrator Salary Schedule.

5-4 Payroll Deductions

- 5-4-1 Deductions from monthly salary checks may be made for such professional or mutual benefit organizations as are authorized in writing by the Administrator and agreed to by the Board. Federal income tax, retirement taxes and contributions, and any other amounts required by law or authorized by the Administrator are deducted from the amount of the contract.

5-5 Payroll Schedule

- 5-5-1 Payment for services shall be monthly and payment shall be made on the twenty-fifth (25th) day of each month. Administrators are paid in twelve (12) equal monthly installments.

5-6 Salary Adjustments

- 5-6-1 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.
- 5-6-2 Concerns about conditional factors or discrepancies that determine placement on the Administrator 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 Administrators desiring a transfer and/or reassignment may make their desire known by letter to the Superintendent. Such a letter shall be handled confidentially and considered at the time that openings occur in the desired positions. Any request for transfer and/or reassignment to another school or administrative position requires participation in an interview process.
- 6-1-2 Where feasible, assignments of new Administrators 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 Administrator 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 Administrator has applied for the same position, the Administrator best qualified for that position shall be appointed and, qualifications being equal, experience in the District shall have preference.
- 6-1-4 An Administrator who receives a voluntary transfer and/or reassignment shall be moved to the lane of the Administrator Salary Schedule appropriate for the new administrative position and shall maintain the same salary increment as his/her current placement.

6-2 Involuntary Transfer and Reassignment

- 6-2-1 The Board and the Association recognize that some involuntary transfer and reassignment is unavoidable. They also recognize that under normal circumstances transfer and reassignment of Administrators is 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 Administrator as the information becomes available to the District.
 - 6-2-1-2 When involuntary reassignment is necessary, the Superintendent considers the Administrator's certification (area of competence), performance, previous professional experience, and length of service with the District.
 - 6-2-1-3 An involuntary reassignment shall be made only after a meeting between the Administrator and the Superintendent or designee at which time the Administrator shall be notified of the reasons thereof. Either party may have a witness or consultant in attendance.
 - 6-2-1-4 Openings in the school system shall be discussed with the Administrator(s) involved in the reassignment. Administrator(s) involved may share interest in existing openings. Assignments of new Administrators in the school system shall not be made until such requests for reassignment have been considered.



Administrators involved in an involuntary reassignment may request in writing placement in vacant positions within the District.

- 6-2-1-5 Administrators who are involuntarily transferred to a position with a lower pay scale shall be placed in the lane appropriate for the reassigned position and on the increment which reflects the salary closest to, but not less than, the Administrator's current base salary (for purposes of §6-2-1-5, the Administrator's current base salary shall include all continuing education advancements received to date, but shall not include add-ons outlined in §5-1-1). Involuntary transfers made after July 1, 2014, shall not be subject to Y-Rating provisions outlined in previous years' negotiated agreements.
- 6-2-1-6 Administrators who are involuntarily transferred to a position with a higher pay scale will be placed on the same increment as their existing position.



ARTICLE 7

Leave

7-1 Leave and Substitutes

7-1-1 Absence of an Administrator 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 Administrator'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 Administrator's leave balance in increments equal to the Administrator's FTE at the time the leave is taken, regardless of the Administrator'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 Administrator:* any certified Administrator 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.

7-2-2-2 *Employment Benefits:* all benefits provided by the District to an Administrator 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 persona who acts as parents. 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.

7-2-2-6 *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. two visits within the first thirty (30) days of incapacity with the first visit occurring during the first seven (7) days of incapacity; or
- b. periods of inability to work of more than three (3) consecutive calendar days that also involves treatment two or more times by a health care provider or at least one time which results in a regimen of continuing treatment;
- c. any period of incapacity due to pregnancy or prenatal care;
- d. 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.)
- e. 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;

7-2-3 FMLA Eligibility

7-2-3-1 An eligible Administrator 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 Administrator 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 Administrator 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 Administrator suffers from a serious health condition that makes the Administrator unable to perform the essential functions of that Administrator's position.

7-2-3-2 An eligible Administrator 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 Administrator 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 Administrator and the District.

7-2-4 Concurrent Leave and Leave without Pay

7-2-4-1 The Board hereby designates hereby designates all compensated leave (e.g. sick, personal) to be counted as part of and included in the Family and Medical Leave so that an Administrator shall be entitled to no more than the maximum available leave allowed under the Family and Medical Leave Act 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 Administrator to substitute any accrued compensated leave in place of any part of the FMLA leave week period of any 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 Administrator 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 Administrator 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 Leave, the District will provide the Administrator written notification of the status of the requested leave within five (5) working days.

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

7-2-7-1 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.

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

7-2-8-3 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 conditions," 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 Administrator's absence from work because of the Administrator's own condition (including absences due to pregnancy or a chronic condition), certification is sufficient if it states whether the Administrator:
 - a. is unable to perform work of any kind;
 - b. is unable to perform any one or more of the essential functions of the Administrator's position, including a statement of the essential functions the Administrator 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 Administrator about the Administrator's job functions; or
 - c. must be absent from work for treatment.



6. a statement that the serious medical condition prevents the Administrator from performing the tasks of the position or that requires the Administrator to attend and care for a son, daughter, spouse, or parent.

7-2-8-4 At its expense, the District reserves the right to obtain a second opinion by a doctor designated by the District.

7-2-8-5 The District may require the Administrator 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 Administrator who takes leave in conformance with this policy is entitled to:

1. be restored to the position held by the Administrator 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 Administrator shall not accrue any seniority or employment benefits during any period of leave.

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

7-2-10 **Other Provisions**

7-2-10-1 The District may deny Family and Medical 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 Administrator 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 Administrator temporarily to an equivalent alternate position.

7-3 **Sick Leave**

7-3-1 Leave Eligible Administrators are allowed twelve (12) days sick leave each 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 Administrator is absent beyond the accumulated sick leave days, other accumulated paid leave shall be applied. If the Administrator is absent beyond accumulated leave, the absence is without pay as governed by §7-5.

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, grand-parent, and



grandchildren. Other members of the Administrator’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 Administrator has used more than twelve (12) 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) working days or more requires the Administrator 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 176 days for Administrators on 10.5 month contracts and 184 days for Administrators on an 11-month contract. After Administrators earn the accumulated maximum, they are allowed, in a given school year, twelve (12) days sick leave (non-accumulative) beyond the accumulate maximum.
- 7-3-6 If an Administrator’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 Administrator’s daily rate of pay; however, the first three (3) days of absence are deducted from the Administrator’s sick leave.
- 7-3-7 Administrators are entitled, upon written application to the Superintendent, to sick leave to be used for childbirth and recuperation. Accumulated compensated leave may be used for this purpose up to six (6) weeks following the birth of the baby. If an Administrator is absent beyond the accumulated sick leave days, other accumulated paid leave shall be applied. If the Administrator is absent beyond accumulated leave, the absence is without pay as governed by §7-10. Complications in the course of pregnancy and leave to care for an infant falls under the provisions of the FMLA (see §7-2).
- 7-3-8 An Administrator 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 Administrator, her physician, and the Superintendent.
- 7-3-9 An Administrator 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 Administrator’s home.

7-3-10 Sick Leave Payout

7-3-10-1 Administrators 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 current salary schedule for years employed as an Administrator 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 Elementary Principal with eleven (11) years employed



as an Administrator 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:	\$ 74,561
Sick leave payout rate (.0021 times base):	\$157 per day
Payout percentage based on years employed:	75%
Daily payout:	\$117
Total sick leave days unused:	65 days
Total sick leave payout:	\$ 7,605

7-4 Sick Leave Bank

7-4-1 A Sick Leave Bank is established for leave eligible Administrators to draw upon in the case of catastrophic illness. Catastrophic illness does not include all reasons for which an Administrator 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 Administrator may be eligible.

7-4-3 Eligibility

7-4-3-1 An Administrator 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 Administrator shall have exhausted all accumulated compensated leave (sick leave, personal leave, compensatory time, overtime, and/or vacation leave).

7-4-3-3 Provisional Administrators may draw upon the Sick Leave Bank for personal catastrophic illness as follows:

1. Administrators in their first year of employment with the District may draw up to ten (10) contract days per fiscal year.
2. Administrators in their second consecutive year of employment with the District may draw up to twenty (20) contract days per fiscal year.
3. Administrators 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 Administrators 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 Administrator 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 Administrators 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 Administrators 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. Administrators 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 Administrator's participation in the Sick Leave Bank automatically renews each fiscal year unless the Administrator notifies the Human Resource Department in writing by September 15 of the fiscal year in which the Administrator wishes to discontinue participation. An Administrator who discontinues participation in the Bank may not withdraw days thereafter, even those days which such Administrator previously contributed.

7-4-5 Application Process

- 7-4-5-1 When applying for additional days of leave from the Sick Leave Bank, eligible Administrators 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 Administrator, 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 Administrators 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 Administrator's absence resulting from the death of a member of the immediate family. Administrators 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 Administrator is allowed five (5) days per year for personal leave. If the contract term is not completed, the number of personal days given is prorated for the time worked. An Administrator who has less than fifteen (15) years of full-time experience in the District is able to accumulate up to twelve (12) days of personal leave. An Administrator with fifteen (15) or more years of full-time contract 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 Administrator with the following exceptions:
 - 7-6-1-1 Personal leave shall not be taken during the first or last two weeks of the regular school year unless authorized by the Superintendent.
 - 7-6-1-2 If an Administrator chooses not to use personal leave days beyond the twelve (12) that can be accumulated, the District deposits an amount equal to .0021 times the third increment of the administrator's respective lane on the current Administrators' Single-Lane Salary Schedule into the Administrator's 401(k) account. A letter requesting the number of days in excess of twelve (12) to be transferred to the 401(k) account must be delivered to the District by June 30 of the year of the request. The letter is included in the Administrator's file.
 - 7-6-1-3 Administrators retiring from the District have the option to convert all accumulated personal leave days to their 401(k) account or a payout through payroll for the equal amount at the rate described in 7-3-10-1 Administrators leaving district employment have the option of converting personal days in excess of five (5) to either their 401(k) account or receive an equal payroll payment at the rate described in 7-3-10-1.
- 7-6-2 When an Administrator takes personal leave, the Board shall pay the cost of the substitute. If an Administrator 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 Administrator is absent beyond the accumulated designated leave, the absence is without pay and the Administrator'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

Sabbatical leave is provided under the following regulations:

- 7-8-1 Administrators 7-11-1 Administrators must have completed a minimum of six (6) consecutive years of professional experience with the District before being eligible to apply for a sabbatical leave. No person shall be given such leave of absence more than once in seven (7) years.
- 7-8-2 Administrators 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.
- 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 Administrator granted sabbatical leave shall receive 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 Administrator who accepts a sabbatical leave of absence must signify intention of returning to the Logan City School system for one (1) year. Such an Administrator is assured reemployment and, upon return, shall be placed on the same lane and increment of the Administrator Salary Schedule in effect prior to the sabbatical.
- 7-8-6 If an Administrator 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 Administrator on sabbatical leave is entitled to the 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 experience, and does not result in an increment advancement on the Administrator's Salary Schedule, upon return.

7-10 Leave of Absence

- 7-10-1 A Career Administrator may take a partial or full year leave of absence without pay once every three (3) school years.



- 7-10-2 During the school year, Career Administrators may apply for a leave of absence without pay. Such a request, stating the reason for the request, must be given to the Superintendent thirty (30) days prior to the proposed commencement of the leave.
- 7-10-3 Career Administrators wishing to take a leave of absence for the next school year must make a written request to the Superintendent stating the reason for the request. Preference will be given to requests received prior to March 1 of the current year in which the request is made and requests may be denied when received thereafter.
- 7-10-3 Administrators returning from a leave of absence without pay are entitled at the end of the leave to a position for which they are appropriately licensed. Upon returning they receive the same level of benefits as when the leave was granted; namely, placement on the salary schedule, accrued sick leave benefits, personal leave, and insurance granted by the policies in effect upon return.
- 7-10-4 Administrators desiring reemployment following a leave of absence without pay must notify the Superintendent in writing of their intent to return. If written notification does not occur by February 1, the position is declared vacant.

7-11 Jury Duty

- 7-11-1 An Administrator 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 Administrator remits his/her duty payment to the District. If the Administrator accepts payment for jury duty service, the Administrator must report personal or vacation leave for each day of compensated jury duty service.

7-12 Workers' Compensation

- 7-12-1 If an Administrator's absence results from an on-the-job injury, and he/she receives reimbursement for lost wages from Worker's Compensation, the District may provide additional funding to equal the Employee's (Administrator's) rate of pay; however, the first three days of absence are deducted from the Employee's (Administrator's) sick leave. Employees (Administrators) who wish to receive one-third (1/3) of their wage to make up the difference between their full wage and the two-thirds (2/3) of their wage paid by Worker's Compensation must have sick leave available and use sick leave hours for each hour paid.
- 7-14-2 Employees (Administrator's) who do not have sick leave available will only receive the two-thirds (2/3) of their salary as paid by Worker's Compensation.
- 7-14-3 Temporary Total Disability Compensation is paid for the time an Employee (Administrator) cannot work because of a work injury or illness. However, no compensation is paid for the first three (3) days after an injury or illness unless the disability prevents Employee (Administrator) from working for more than a total of fourteen (14) days. In that case, Employee (Administrator) is paid for the first three (3) days of disability. This type of compensation ends when Employee (Administrator) returns to work or reaches medical stability.



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 Administrators 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 Administrator 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 Administrators 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 Each Administrator has the right to self-representation or is entitled to be accompanied or represented by a party(ies) (such as an Association representative, legal counsel, etc.) 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 by the Board during the normal working day, the Administrator 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 Administrator 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 1, the Grievant may file the Grievance with the Administrator in writing within fifteen (15) working days after receiving the answer in Step 1.

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 whose immediate supervisor is not the Superintendent, if not satisfied with said decision, may appeal in writing to the Superintendent within ten (10) days. The Superintendent has ten (10) days to give a written decision to the grievant after receipt of the appeal. If the supervisor is the Superintendent, the appeal is sent to the Board President within ten (10) days. The Board President has ten (10) 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 3, may appeal in writing directly to the Board within ten (10) working days.

8-3-4-2 The expenses of securing a hearing examiner shall be borne by the Board so long as the Board selects the hearing examiner.

8-3-4-3 The Board shall select a hearing examiner outside of the Logan City School District.

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 is only 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) 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 Administrators

9-1-1 Legal Authority

9-1-1-1 Administrators may be suspended or dismissed for cause under the provisions of the Public Education System – Local Administration, Administrators, Title 53G, Chapter 11, Utah Code Ann. (UCA), 2018, as amended, or renumbered, or any violation of the Utah Administrator Professional Standards – Rules R277-515, as amended, or renumbered. To the extent that any of the terms defined in UCA §53G-11-501 are not herein defined, this policy incorporates the definitions of those terms as contained in UCA §53G-11-501, as amended, or renumbered.

9-1-2 Cause for Orderly Termination

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

1. Immorality, incompetence or unprofessional conduct not characteristic of or befitting a District Administrator or that is harmful to students or to the District;
2. Insubordination;
3. Conviction of a criminal act not characteristic of or befitting a District Administrator or that is harmful to students or to the District;
4. Conviction, plea of guilty, plea of no contest, or other plea resulting in probation or suspended sentence for any felony or misdemeanor involving moral turpitude or crimes against children;
5. Improper or unlawful physical contact with students
6. Grievous or repeated violation of Board or District policy;
7. Grievous or repeated violation of negotiated agreement;
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 Administrator to complete the job function(s) of his/her position;
10. Deliberate falsification of any information supplied to the District, including data on application forms and employment records;



11. Improper, inappropriate, or unlawful contact with a student or Administrator, including but not limited to, sexual harassment 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. Failure to maintain requirements for licensure or certification;
15. Any reason that the District in its sole discretion deems reasonable and appropriate provided it is in accordance with PEHRMA UCA §53G-11-512 through 517.

9-2 Dismissal/Termination of Administrator's Contract for Cause – Procedures [See UCA §53G-11-513]

9-2-1 Notice of Intent [See UCA §53G-11-513(5)]

9-2-1-1 In the event that the District intends to not renew the contract of a Career Administrator or to terminate a Career Administrator's or Provisional Administrator's contract during the contract term for cause:

1. The District shall give written notice of the District's intent to the Administrator;
2. The District shall serve the written notice of intent by personal delivery or by certified mail addressed to the Administrator's last-known address as shown on the District's personnel records at least thirty (30) calendar days prior to the proposed date of termination;
3. The written notice of intent shall state the proposed date of dismissal or contract termination and include the detailed reasons for dismissal/termination, including but not limited to the cause(s) for the District's intent and findings of fact upon which the action is based;
4. The written notice of intent shall advise the Administrator that he/she has a right to a fair hearing and that the hearing is waived if it is not requested within fifteen (15) calendar days after the written notice of intent was either personally delivered or mailed to the Administrator's last-known address as shown on the District's personnel records; and
5. The written notice of intent shall state that the failure of the Administrator 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 dismissal/termination without further notice.

9-2-2 Suspension of Active Service Pending a Hearing – Procedures [See UCA §53G-11-513(6)]

9-2-2-1 In the event that the District intends to terminate a Career Administrator's or Provisional Administrator's contract during the contract term for cause, the District may suspend the Administrator from active service, pending a hearing, where it appears that continued employment of the individual may be harmful to students or to the District.



- 9-2-2-2 The Superintendent, or his/her designee, shall provide the Administrator with written notice of the suspension. The written notice of suspension shall include a statement of the reasons for the suspension and shall advise the Administrator that he/she may, within ten (10) calendar days of receipt of the written suspension notice, request an informal conference with the Superintendent or his/her designee to discuss the matter.
 - 9-2-2-3 Suspension from active service shall be without pay if the Superintendent determines, after providing the Administrator an opportunity for an informal conference to discuss the allegations, that it is more likely than not that the allegations against the Administrator are true.
 - 9-2-2-4 If dismissal/termination is not subsequently ordered, the Administrator shall receive back pay for the period of suspension without pay.
- 9-2-3 **Administrator's Contract Terminated During Its Term – Final Notice** [See UCA §53G-11-513(7)]
- 9-2-3-1 Where an Administrator's contract is terminated during its term, the District shall provide written notice of suspension or final termination that includes findings of fact upon which the action is based.

9-3 Nonrenewal or Dismissal/Termination of a Career Administrator's Contract for Unsatisfactory Performance – Procedures [See UCA §53G-11-514]

9-3-1 Definition of "Unsatisfactory Performance" [See UCA §53G-11-501(14)]

- 9-3-1-1 Unsatisfactory Performance is defined as a deficiency in performing work tasks that may be:
 - a. due to insufficient or undeveloped skills or a lack of knowledge or aptitude; and
 - b. remediated through training, study, mentoring, practice, or greater effort.
- 9-3-1-2 "Unsatisfactory performance" does not include the following conduct:
 - a. violation of work rules;
 - b. a violation of local school board policies, State Board of Education rules, or law;
 - c. a violation of standards of ethical, moral, or professional conduct; or
 - d. insubordination.

9-3-2 Dismissal/Termination Procedures for "Unsatisfactory Performance" [See UCA §53G-11-514(1)]

- 9-3-2-1 When the District determines that an Administrator's performance is unsatisfactory and intends to either not renew an Administrator's contract for such unsatisfactory performance or to terminate an Administrator's contract during the contract term for unsatisfactory performance, the District shall:
 - 1. Provide and discuss with the Administrator written documentation clearly



identifying the deficiencies in performance;

2. Provide written notice that the Administrator's contract is subject to nonrenewal or termination if, upon a reevaluation of the Administrator's performance, the Administrator's performance is determined to be unsatisfactory;
3. Develop and implement a plan of assistance in accordance with procedures and standards established by the Board to allow the Administrator an opportunity to improve performance;
4. Reevaluate the Administrator's performance; and
5. If the Administrator's performance remains unsatisfactory, give notice of intent to not renew or to terminate the Administrator's contract in accordance with §9-2-1, except that the Administrator's deficiencies in performance shall be substituted for the detailed reason(s) for dismissal/termination.

9-3-3 Evaluations [See UCA §§ 53G-11-504, -506, -507, -508, &-510]

9-3-3-1 An evaluation to determine whether an Administrator's performance is satisfactory may be conducted by a District administrator at any time that is reasonable to assess the Administrator's performance. Each Administrator shall be evaluated on at least an annual basis and in accordance with the rules of the State Board of Education adopted in accordance with Utah Code Ann. Title 53G, Chapter 11, Part 5 and Title 63G, Chapter 3. See Article 15 of this Agreement for further information on Evaluations.

9-3-4 Plan of Assistance [See UCA §53G-11-514(1)(c)]

9-3-4-1 In accordance with §9-3-2-1-1, the applicable school principal or Board designee shall develop and implement the plan of assistance to correct the deficiencies identified by the District.

9-3-4-2 The plan of assistance shall identify [See UCA §53G-11-512(3)]:

1. Specific, measurable, and actionable deficiencies;
2. The available resources provided for improvement; and
3. A course of action to improve the Administrator's performance.

9-3-4-3 The plan of assistance shall also include opportunities for the applicable school principal or Board designee to reevaluate the Administrator's performance.

9-3-5 Period of Time to Implement Plan of Assistance [See UCA §53G-11-514(2)]

9-3-5-1 The period of time to implement a plan of assistance [See UCA §53G-11-514(2)(a)]:

1. Shall not exceed one hundred twenty (120) school days;
2. May continue into the next school year;
3. Should be sufficient to successfully complete the plan of assistance; and
4. Shall begin when the Administrator receives written notice and end when



the determination is made that the Administrator has successfully remediated the deficiency or, in the event that the Administrator has failed to remediate the deficiency, the District provides the Administrator written notice of the District's intent to not renew or to terminate the Administrator's contract in accordance with §9-2-1, except that the Administrator's deficiencies in performance shall be substituted for the detailed reason(s) for dismissal/termination.

9-3-5-2 The period of time for implementing a plan of assistance may extend beyond one hundred twenty (120) school days if [See UCA §53G-11-514(2)(b)]:

1. An Administrator is on leave from work during the time period the plan of assistance is scheduled to be implemented; and
2. Either:
 - a. The leave was approved and scheduled before the written notice was provided under §9-3-2-1; or
 - b. The leave is specifically approved by the Board.

9-3-6 Procedures after Reevaluation of Performance [See UCA §53G-11-514(3)]

9-3-6-1 If upon reevaluation of the Administrator's performance, the District determines the Administrator's performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to §9-3-2-1-1, the Administrator's performance is determined to be unsatisfactory, the District may elect to not renew or to terminate the Administrator's contract.

1. If the District elects to not renew or to terminate the Administrator's contract under §9-3-6-1, the District shall:
 - a. Provide written documentation of the Administrator's deficiencies in performance; and
 - b. Give notice of intent to not renew or to terminate the Administrator's contract in accordance with §9-2-1, except that the Administrator's deficiencies in performance shall be substituted for the detailed reason(s) for dismissal/termination.

9-3-6-2 If the Administrator's performance remains unsatisfactory after reevaluation, the Superintendent or his/her designee shall give notice of the District's intent to not renew or to terminate the Administrator's contract in accordance with §9-2-1, except that the Administrator's deficiencies in performance shall be substituted for the detailed reason(s) for dismissal/termination.

9-3-6-3 An Administrator whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the Administrator [See UCA §53G-11-517].

9-3-6-4 Nothing in this Agreement shall be construed to require the Administrator's compliance in the completion of evaluations.



9-3-7 Failure to Give Timely Notice

9-3-7-1 In the absence of timely written notice of the District's intent, Career Administrators are deemed to be reemployed for the succeeding contract term with a salary based upon the applicable teacher salary schedule.

9-3-8 Informal Conference

9-3-8-1 A request for an informal conference with the Superintendent, as authorized pursuant to § 9-2-2-3, must be received in writing by the Superintendent's office within ten (10) calendar days of receipt of the written suspension notice. An Administrator does not have the right to an informal conference or meeting with the Board of Education.

9-3-8-2 The informal conference will be held as soon as practicable.

9-3-8-3 An Administrator may invite one (1) representative from the Association to attend his/her informal conference. An Administrator may not invite legal counsel or other individuals to attend.

9-3-9 Fair Hearings [See UCA §53G-11-513(5)(e)]

9-3-9-1 A request for a fair hearing must be submitted in writing to the Superintendent within fifteen (15) calendar days after the written notice of intent was either personally delivered or mailed to the Administrator's last-known address as shown on the District's personnel records.

9-3-9-2 A request for a fair hearing shall be invalid if not submitted in writing to the Superintendent; *e.g.*, the Career Administrator or Provisional Administrator, as applicable, may not appeal directly to the Board for a fair hearing.

9-3-9-3 Upon timely receipt of a request for a fair hearing, the Superintendent shall notify the Board of the request.

9-3-9-4 A fair hearing shall be held before the Board or before hearing officers selected and appointed by the Board to conduct the hearing and to make recommendations concerning findings.

9-3-9-5 The Board may retain the right to make its own decision based on the factual findings of the hearing officer or to delegate its authority to the hearing officer to make decisions relating to the employment of an Administrator, which are binding upon both the Administrator and the Board. Nothing herein shall be construed to limit the right of an Administrator or the Board to appeal the decision of the Board or the hearing officer to an appropriate court of law.

9-3-9-6 The Board shall send to the Superintendent and the Administrator notice of the date, time, and place of the fair hearing.

9-3-10 Rights of Administrator and the District at a Fair Hearing [See UCA §53G-11-515(2) & (3)]

9-3-10-1 At a fair hearing, the District and the Administrator have the right to counsel, to produce witnesses, to hear testimony against the Administrator, to cross-examine witnesses, and to examine documentary evidence.



9-3-11 **Decision** [See UCA §53G-11-513(7)]

9-3-11-1 Within fifteen (15) calendar days after the fair hearing, the individual or entity that conducted the fair hearing, whether the hearing officer or the Board, shall issue written findings of fact and conclusions of law deciding the matter. The written findings of fact and conclusions of law shall be provided to the Administrator by mail or by personal delivery.

9-3-11-2 **Fair Hearing Determination**

1. If the Board of Education decides not to terminate employment; the Administrator shall be:
 - a. Be reinstated;
 - b. Back pay shall be paid if the Administrator was suspended without pay pending the hearing pursuant to §9-3-9; and
 - c. Record of the District's attempt to dismiss the Career Administrator shall not become part of the Career Administrator's personnel file.

9-3-12 **Failure to Timely Request a Fair Hearing**

9-3-12-1 In the event that an Administrator fails to timely request a fair hearing as required in §9-3-9, the written notice of intent to not renew a Career Administrator's contract or to terminate the Career Administrator's or Provisional Administrator's contract, as applicable, shall serve as the Board's written notice of nonrenewal or termination of contract, as applicable.



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 Administrators and their dependents for the Administrator'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 Administrators working seventy-five (75) percent to ninety-nine (99) percent of a full contract receive single coverage. Further insurance is available to the Administrator with the Administrator paying the additional premiums.
 - 10-1-1-2 Administrators 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 Administrators 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 Administrators 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 Administrator and/or spouse.
- 10-1-3 Coverage under the health insurance plan for all new Administrators to the District is the first day of July if hired for the full fiscal year. Midyear hires are eligible for coverage the first day of the month after the date of hire. Administrators must complete proper application forms prior to the effective date. Consideration for prior coverage ending dates determines the actual start date of coverage.
- 10-1-4 Coverage of the program whose employment is terminated shall cease at the end of the month in which the Administrator terminates employment or becomes ineligible.
- 10-1-5 It is the responsibility of Administrators covered by the group insurance plan of the District to immediately notify the District Office of any changes in their eligibility status or that of their dependents. Administrators 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 Administrators as per the current qualifications for insurance coverage.



10-2-2 Insurance eligible Administrators are provided a term life insurance benefit. The current benefit, paid in full by the Board, provides \$50,000 coverage for the Administrator. For Administrators eligible for family coverage, an additional \$5,000 per dependent is provided. Additional coverage may be purchased and paid for by the Administrator.



ARTICLE 11

Longevity Incentive Provisions

11-1 Definition

11-1-1 For the purpose of the Longevity Incentive Program, Administrator is defined as all school and district Administrator.

11-2 Purpose

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

11-3-3 The Board and the Administrator 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*: Administrators whose combined age and a minimum of twenty (20) years of full-time service with the District at June 30, 2020, will be grandfathered as per Article 11 of the 2018-19 Administrator Negotiated Agreement. Eligibility for this Sunset Provision is dependent on the Administrator's written notification of their intent to retire at the conclusion of either the 2019-20 fiscal year to the Human Resource Department no later than the last business day February 2020.

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, 2020, the Sunset Provision is null and void.

11-4-2 Beginning July 1, 2020, any Administrator to whom the Sunset Provision does not apply may qualify for the Longevity Incentive Program one of two ways as follows:

11-4-2-1 *Option One (Annual Stipend)*: Administrators with at least twenty-five (25) 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-five (85), 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 Administrator so desires, this stipend may be applied toward the purchase of extended health insurance coverage.

11-4-2-2 *Option Two (Annual Stipend and Health Insurance Coverage)*: Administrators



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. Periods of leave taken without pay do not count toward years of service.
- 11-4-4 Paid Active duty in the military, congruent with URS guidelines and regardless of when taken, counts toward years of service. Paid Sabbatical Leave taken prior to June 30, 2013, counts toward years of service; however, paid Sabbatical Leave taken after July 1, 2013, will not count toward years of service.
- 11-4-5 Administrators eligible to receive Medicare benefits are not eligible for the annual stipend or health insurance coverage under this provision.
- 11-4-6 Administrators terminated for cause are not eligible for benefits under this provision.

11-5 Procedures

- 11-5-1 The Administrator reviews eligibility requirements with the District Business Administrator or Human Resources Department.
- 11-5-2 The Administrator desiring to participate in the Longevity Incentive Program must notify the Human Resource Department in writing no later than the last business day in February. 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.
- 11-5-3 Should an Administrator who is participating in the Longevity Incentive Program return to employment with the District, the Longevity Incentive provisions are suspended until the Administrator once again separates employment from the District. Upon re-separation, the Administrator resumes receiving the remaining benefits for which he/she is eligible or until the Administrator becomes eligible to receive Medicare benefits, whichever comes first.

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 Licensed Single Lane Salary schedule and the Administrator's current gross salary during the last full year of employment.
- 11-6-2 As a general rule, the annual stipend will be deposited into the Administrator's health reimbursement account or special pay plan the first week of October each year.
- 11-6-3 The District agrees to maintain the Administrator's enrollment in the District's group life insurance program for as long as the Administrator qualifies for health insurance coverage, thus providing the Administrator'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 Administrator.

11-7 Health Insurance Coverage

- 11-7-1 The retiring Administrator receives single or couple health insurance coverage with the



existing District group health insurance program. Retiring Administrators are able to maintain family coverage, if applicable, by paying the premium difference. Retiring Administrators also have the option of waiving health insurance coverage, in which case the District contributes \$1,000 into a designated health reimbursement or health savings account.

11-7-2 As a general rule, the annual stipend will be deposited into the Administrator's health reimbursement account or special pay plan the first week of October each year.

11-7-3 All health insurance coverage is subject to change, as negotiated yearly. Retiring Administrators receive the same group medical benefits as negotiated yearly; however, future health insurance premium increases are the responsibility of the retiring Administrator and will be deducted from the annual stipend payable under this provision.

11-8 Purchasing URS Service Credit

11-8-1 Administrators 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.

11-9 Program Sustainability

11-9-1 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 Administrator 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

Evaluation

13-1 Evaluation

13-1-1 Administrators agree that it is the responsibility of the Superintendent to evaluate the Administrator's service. Insofar as possible, these evaluations shall be made a matter of mutual understanding, but all Administrators ultimately are evaluated by their Superintendent and the record of their evaluation will be filed in their personnel file in the Human Resource Services Department at the Logan City School District Office. Administrators who have participated in a conference with the Superintendent concerning their evaluation receive from the Superintendent a written copy of the evaluation. Assistant principals are evaluated by their building principal in consultation with the Superintendent.



ARTICLE 14

Reduction in Force

14-1 Reduction-In-Force [See UCA §53G-11-514]

14-1-1 Necessary Staff Reduction Not Precluded [See UCA §53G-11-514(1)]

14-1-1-1 Nothing in Article 9 Orderly Termination shall be construed to prevent staff reduction where necessary to reduce the number of Administrators because of any of the following:

1. Declining student enrollments in the District;
2. The discontinuance or substantial reduction of a particular service or program;
3. The shortage of anticipated revenue after the budget has been adopted; or
4. School consolidation.

14-1-2 Reduction-In-Force Policy [See UCA §53G-11-514(2) & (3)]

14-1-2-1 If the Board, in its sole discretion, determines that a reduction in the number of Administrators is necessary because of any of the items identified in §14-1-1, or for other just reasons, such reduction shall be accomplished as follows:

1. Administrators to be so released shall be given thirty (30) calendar days' written notice;
2. The order of reduction of Administrators will not utilize a last-hired, first-fired layoff program;
3. In concert with the classification and dismissal criteria in §14-1-3, the District may consider the following factors when terminating Administrators under this policy:
 - a. The results of an Administrator's performance evaluation; and
 - b. School and/or department personnel needs.

14-1-3 Reduction-In-Force Dismissal Order, and Dismissal Criteria

14-1-3-1 **Dismissal Order and Criteria.** Once it is determined that Reduction-in-Force is necessary, an Administrator must have both a current Utah Teaching License and an Administrative/Supervisory (K-12) License to be retained. Under a Reduction-in-Force, an Administrator on a Letter of Authorization or an Administrative Intern is the first Administrator(s) subject to the Reduction-in-Force.

14-1-3-2 The Administrator(s) whose contract is less than a 1.0 FTE will be the next Administrator(s) affected by the Reduction-in-Force in the ascending order of the FTE.

14-1-3-3 The Administrator whose CACTUS record shows a current UPPAC sanction or



disciplinary action is the next Administrator affected by the Reduction-in-Force. Pending UPPAC investigations will not affect an Administrator.

- 14-1-3-4 The Administrator who has received a Suspension without Pay as part of corrective discipline within the 18 months preceding the Reduction-in-Force is the next Administrator affected by the Reduction-in-Force.
- 14-1-3-5 The Administrator 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 Administrator affected by the Reduction-in-Force.
- 14-1-3-6 The Administrator who has received one letter of written reprimand as part of corrective discipline within the 18 months preceding the Reduction-in-Force is the next Administrator affected by the Reduction-in-Force.
- 14-1-3-7 The Administrator next subject to the Reduction-in-Force will be determined based on an ascending order of all Administrators' overall evaluation rating on the most recent Summative Evaluation.
- 14-1-3-8 The Administrator with the fewest number of full-time equivalent years of administrative experience with Logan City School District will be the Administrator next subject to the Reduction-in-Force.
- 14-1-3-9 Should the next Administrator subject to the Reduction-in-Force still be between two or more Administrators, the next Administrator subject to the Reduction-in-Force will be determined by a random drawing conducted by the President of the Logan City School District Administrator Association and the Director of Human Resources.
- 14-1-3-10 Administrators subject to Reduction-in-Force shall be given first right to interview for non-administrative positions for which they meet minimum qualifications.

14-1-4 **Notification of Dismissal Pursuant to a Reduction-In-Force**

- 14-1-4-1 As reasonably soon as specific reductions are known; written notice will be provided to the affected Administrator(s) via personal delivery or certified mail to the Administrator's last-known address as shown on the District's personnel records. Such notice shall indicate that the loss of the Administrator's position was due to a Reduction-in-Force. In no event, however, shall such written notice be personally delivered or postmarked inconsistent with the thirty (30) calendar day rule stated in § 14-1-2, paragraph 1, subparagraph a.

14-1-5 **Rehire Procedures**

- 14-1-5-1 An "Eligible Administrator" means an Administrator released through a 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 Administrator resigns from the District;
 2. The Administrator accepts another full-time teaching position within the District; or
 3. The Administrator refuses an offer of employment for a position that includes the same or more hours (FTE) as the position the Administrator



occupied at the time of the Reduction-In-Force.

- 14-1-5-2 The District shall notify an Eligible Administrator of his/her first right to interview via documented personal contact. If the District is unable to make personal contact, the District shall notify an Eligible Administrator of his/her first right to interview via certified mail sent to the last-known address on the District's personnel records. The letter shall advise the Eligible Administrator that he/she has five (5) calendar days after the postmark date of the letter 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 Eligible Administrator.
- 14-1-5-3 If an Administrator is terminated through a Reduction-In-Force and then rehired during the same contract year, the Administrator's salary placement shall remain unchanged. If an Administrator 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 Administrator'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 Administrator Negotiated Agreement.
- 14-1-5-4 An Administrator rehired following a Reduction-In-Force shall have reinstated the same leave benefits, which existed at the time of termination, less any benefits for which compensation was received at the time of termination.