

# Logan City School District

## LICENSED

## NEGOTIATED AGREEMENT

## 2021-2022



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



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## Logan City School District

### Licensed Negotiated Agreement

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



## INDEX

Article 1:	Definition of Terms .....	1
Article 2:	General Statement .....	3
Article 3:	Procedural Guidelines .....	4
	Recognition of Association .....	4
	Procedural Guidelines for Negotiations.....	4
	Joint Study Committee.....	5
	Adopting Agreements .....	5
	Association Meetings.....	5
Article 4:	Contract Provisions .....	6
	Appointment of Professional Educators.....	6
	License Responsibility .....	6
	Personnel File.....	6
	Duty Free Lunch .....	6
	Preparation Time .....	6
	Attendance at Meetings .....	7
	District Calendar .....	7
	Provisional Educator Status .....	7
	Career Educator Status .....	7
	Resignation .....	7
Article 5:	Salary Provisions .....	9
	Single Lane Salary Schedule.....	9
	Initial Placement on the Single Lane Salary Schedule .....	9
	Continuing Education Advancement .....	9
	Extra Responsibility Assignments.....	10
	Additional Teaching Responsibilities .....	10
	District Sponsored Saturday or Summer Professional Development.....	11
	Special Projects.....	11
	Duty Free Lunch.....	11
	Driver Education .....	11
	UHSSA Extra Curricular Assignments.....	11
	Internship.....	12
	Payroll Deductions .....	12
	Payroll Schedule.....	12
	Salary Adjustments .....	12
Article 6:	Transfer and Reassignment.....	13
	Voluntary Transfer and Reassignment .....	13



---

	Involuntary Transfer and Reassignment.....	13
	Involuntary Transfer and Assignments Pay and Retraining Allowance .....	14
Article 7:	Leave .....	15
	Leave and Substitutes.....	15
	Family and Medical Leave (FMLA) .....	15
	FMLA Definitions.....	15
	FMLA Eligibility.....	16
	Concurrent Leave and Leave Without Pay.....	17
	Foreseeable Leave .....	18
	Employer Notification .....	18
	Spouses of Employees Employed by the District.....	18
	Required Medical Certification .....	18
	Employment and Benefit Protection .....	19
	Other Provisions.....	19
	End of School Year Procedures .....	20
	Sick Leave .....	20
	Sick Leave Bank .....	21
	Eligibility.....	22
	Participation.....	22
	Application Process.....	23
	Bereavement Leave.....	23
	Personal Leave .....	23
	Absence without Pay.....	24
	Sabbatical Leave.....	24
	Leave of Absence .....	25
	Professional Leave.....	26
	Jury Duty .....	26
	Workers’ Compensation .....	26
Article 8:	Grievance Procedure.....	27
	Purpose .....	27
	General Provisions .....	27
	Procedure.....	27
	Step One – Oral Grievance.....	27
	Step Two – Written Grievance.....	28
	Step Three – Appeal of Written Grievance .....	28
	Step Four – Impartial Third-Party Hearing.....	28
Article 9:	Orderly Termination.....	30
	Orderly Termination Procedures for Both Career and Provisional Employees .....	30



---

Legal Authority.....	30
Cause for Orderly Termination .....	30
Dismissal/Termination of Educator’s Contract for Cause – Procedures.....	31
Notice of Intent.....	31
Suspension of Active Service Pending a Hearing – Procedures.....	31
Educator’s Contract Terminated During Its Term – Final Notice.....	32
Nonrenewal or Dismissal/Termination of a Career Educator’s Contract for Unsatisfactory Performance – Procedures .....	32
Definition of “Unsatisfactory Performance” .....	32
Dismissal/Termination Procedures for “Unsatisfactory Performance” .....	32
Evaluations.....	33
Plan of Assistance .....	33
Period of Time to Implement Plan of Assistance.....	33
Procedures after Reevaluation of Performance .....	34
Failure to Give Timely Notice.....	34
Informal Conference .....	35
Fair Hearings .....	35
Rights of Educator and the District at a Fair Hearing.....	35
Decision.....	35
Fair Hearing Determination .....	36
Failure to Timely Request a Fair Hearing.....	36
Article 10: Insurance Provisions .....	37
Health and Accident Insurance .....	37
Long Term Disability/Term Life Insurance .....	38
Article 11: Longevity Incentive Provisions.....	39
Definition.....	39
Purpose .....	39
Policy Statement .....	39
Benefit Options and Eligibility.....	39
Procedures .....	40
Annual Stipend.....	40
Health Insurance Coverage .....	40
Purchasing URS Service Credit .....	41
Program Sustainability .....	41
Article 12: Committee Representation.....	42
Article 13: Educational Support Professionals.....	43
Article 14: Professionals Freedoms .....	44
Freedom to Teach .....	44



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	Freedom to Participate in Political Affairs .....	44
Article 15:	Evaluation.....	46
Article 16:	Reduction in Force .....	47
	Necessary Staff Reduction Not Precluded .....	47
	Reduction-In-Force Policy .....	47
	Reduction-In-Force Classifications, Dismissal Order, and Dismissal Criteria .....	47
	Reduction-In-Force Classifications.....	47
	Dismissal Order and Criteria .....	47
	Licensed Educator Reduction-In-Force Rubric.....	48
	Notification of Dismissal Pursuant to a Reduction-In-Force .....	49
	Rehire Procedures.....	49



## 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 *Educator*: all regularly assigned personnel who hold positions requiring licensing and who have valid licenses issued to them by the Utah State Board of Education, and who are employed at least .50 of a full-time equivalent (FTE). It shall not refer to the Superintendent, Business Administrator, licensed District Administrative staff, School Administrators, or Non-Licensed Professional/Technical Educators.
- 1-1-5-1 *Provisional Educator*: an Educator who is newly employed or reemployed by the District and has not yet established Career Educator status. A Provisional Educator must work for the District on at least a half-time basis for at least three (3) consecutive years to obtain Career Educator status. Career Educators who have an interruption in service of two (2) years or more shall be a Provisional Educator for the first school year following their return.
- 1-1-5-2 *Career Educator*: an Educator who has been employed by the District three (3) years and has obtained a reasonable expectation of continued employment through successful performance evaluations. Career Educators who return to the District after an interruption in service of one (1) year shall return to the District as a Career Educator.
- 1-1-6 *Part-time Educator*: an Educator who is employed less than .50 of a full-time equivalent (FTE). A Part-time Educator is not covered under the provisions of this Agreement and is subject to termination after each contracted year has been completed. Said contracts are for one (1) year only, and Educators do not accrue Career Educator status if employment extends to beyond three (3) years or four (4) years.
- 1-1-7 *Temporary Educator*:
- 1-1-7-1 An Educator who is employed after the first contract day of the school year and all other Educators hired on a limited short-term basis and have no expectation of continued employment.
- 1-1-7-2 An Educator who does not hold a current Utah Professional Educator License but holds a temporary educator license (including LEA-specific Educator License, Associate Educator License, and Guest International Educator License) is considered a Temporary Educator and has no expectation of continued employment



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- 1-1-7-3 Service within the District as a Temporary Educator and in accordance with §1-1-5 count toward increments on the salary schedule but does not count toward years of provisional status.
- 1-1-8 *Days*: calendar days except where otherwise noted.
- 1-1-9 *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.
- 1-1-10 *Experience*: length of continuous service in the Logan City School District (in equivalent full-time years) from the date of the Educator’s signed contract. Leaves of Absence and Sabbatical Leaves shall not be deemed interrupted service, and will not be added to accumulated years of service.
- 1-1-11 *Grievance*: written or oral statement of an alleged violation or misinterpretation of the terms, meaning, or application of an Educator’s contract, Negotiated Agreement, Board policy decisions, or legal statute. It is expressly understood that a claim based upon an event or condition which does not fall within this definition shall not constitute a grievance.
- 1-1-12 *Grievant*: an Educator or group of Educators of their representative organization (Association) filing a grievance.





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## 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 Educators have the right to join any lawful organization for their professional or economic improvement and for the advancement of public education.
- 2-1-4 The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.
- 2-1-5 The Association shall have the right to request that particular matters within its area of interest be placed on an agenda for official board meetings, and the Board shall notify the president of the Association or designee with respect to the placement of such items on a particular agenda and of the action taken. The Superintendent shall provide the Association with the agenda to be considered.
- 2-1-6 No change, revision, alteration, or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and 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 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 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.
- 3-1-2 Upon receipt of a signed statement from an Educator, the public employer shall deduct a specified sum not to exceed three (3) percent per month of the Educator's wages and the public employer shall pay the specified amount to an association designated by the Educator. This assignment of wages by the Educator may be terminated at any time by the Educator by providing written notice to the public employer.
- 3-1-3 No deductions contrary to Utah Law may be made, nor may any deductions be processed by the public employer for the benefit of any political candidate or campaign committee, political action committee, political fund sponsored by a labor organization, or any entity established by a labor organization to solicit, collect, or distribute monies primarily for political purposes.

#### 3-2 Procedural Guidelines for Negotiations

- 3-2-1 If a simple majority is present, negotiation teams, for both the Association and the Board, are fully authorized by their respective constituents to act in good faith in reaching tentative agreements through Interest-Based Bargaining (IBB). Both teams commit to enhance bargaining outcomes without impairing the parties' relationship by utilizing Interest-Based Problem Solving. The essence of this process is information-sharing, creative exploration, and working toward mutually beneficial solutions. Upon request of either party the other shall make available for inspection its public records and data pertinent to the subject under negotiation.
- 3-2-2 During the evaluation portion of the IBB process, each team shall have equal voice.
- 3-2-3 Agreements arrived at in the negotiating process and signed remain tentative\* pending completion of an agreement on the entire package. A recommendation is drawn from these tentative agreements and presented to the Board and the Association for ratification.
  - \* Meaning an item that has been agreed upon and signed may be recalled by either or both parties and re-entered into negotiation when the item under consideration parallels the first item in subject, content, and/or meaning.
- 3-2-4 Information is released to the news media only when jointly prepared releases are mutually agreed upon.
- 3-2-5 Negotiations are conducted at times and places mutually agreeable to the negotiators named by each party.
- 3-2-6 The Board negotiating team is comprised of individuals designated by the Board. The



teachers' negotiating team is comprised of Educators of the District and members of the Association. Either party may utilize the services of an outside consultant to assist in negotiations.

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

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

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

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

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

**3-2-11 Adopting Agreements**

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

**3-2-12 Association Meetings**

3-2-12-1 Educators are encouraged by the administration to attend meetings of the Association, which serves a joint administrative and professional purpose.



## ARTICLE 4

### Contract Provisions

#### 4-1 Appointment of Professional Educators

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

#### 4-2 License Responsibility

- 4-2-1 It is the responsibility of Educators to obtain and maintain through the Utah State Board of Education a current Utah Teaching License including the renewal of an expiring license. Failure to maintain requirements for licensure or certification and/or an expired license may be cause for disciplinary action, including immediate termination.

#### 4-3 Personnel File

- 4-3-1 Educators furnish for the District all items needed for their personnel file including:
  - 4-3-1-1 Current official transcript(s) of all university credit. Photocopies are not accepted.
  - 4-3-1-3 All documents as specified I the district's *New Employee Packet for Licensed Employees*.

#### 4-4 Duty-Free Lunch

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

#### 4-5 Preparation Time

- 4-5-1 Teachers have daily preparation time per individual school schedule.
- 4-5-2 Preparation time is intended for the purpose of preparing and planning. Therefore, additional teaching assignments during an Educator's preparation time are not permitted except in rare circumstances as identified below:
  - 4-5-2-1 A qualified, licensed Educator cannot be found to fill the vacancy.
  - 4-5-2-2 The Superintendent makes that administrative decision after consulting with the Association and demonstrating that a qualified, licensed Educator is not available to be assigned to the vacancy.



#### **4-6 Attendance at Meetings**

- 4-6-1 School/district meetings promote student success, contribute to comprehensive learning opportunities, and are required. School/district meetings include, but are not limited to faculty meetings, Professional Learning Community (PLC) meetings, Instructional Team Meetings (ITM), committee meetings, professional development events, Individualized Education Plan (IEP) meetings, parent meetings, etc.
- 4-6-2 As exempt employees, educators, part-time/full time, attend all meetings called by the school or district administration.

#### **4-7 District Calendar**

- 4-7-1 A calendar for the School Year is adopted by the Board, which includes 180 teaching days and requires an Educator's services to be available as outlined by the District's annual calendar. During the first year of service in the District, attendance at New Educator Induction is also required. Additional days may be added depending on availability of funding and, if so, expectations outlined throughout this agreement would apply. It is recognized that the Board may revise an adopted calendar per State and District requirements. However, it is anticipated that this will be done after consultation with the Association. The contract specifies the terms of employment for all Educators.

#### **4-8 Provisional Educator Status**

- 4-8-1 A Provisional Educator is not entitled to employment beyond the end of the term of the present one (1) year contract. Termination of Provisional Educators during the contract term for cause is governed by Orderly Termination Procedures (§9-1).
- 4-8-2 During the provisional period, new Educators must demonstrate through performance evaluations their essential job functions and teaching skills, and conduct themselves in an acceptable manner to their superiors and peers in performance of all assignments.
- 4-8-3 The District shall notify a Provisional Educator at least sixty (60) days before the end of the Provisional Educator's contract if the Provisional Educator will not be offered a contract for a subsequent term of employment. Because Provisional Educators do not have an expectation of continued employment, they do not have a right to grieve the decision not to renew employment and do not have a right to a fair hearing.
- 4-8-4 In the absence of timely notice as described in §4-8-3, Provisional Educators are deemed to be reemployed for the succeeding contract term with a salary based upon the applicable licensed salary schedule.
- 4-8-5 Upon successful completion of a third consecutive provisional contract, or a fourth or fifth consecutive provisional contract where applicable, a Provisional Educator becomes a Career Educator pending approval by the Board of Education during their June board meeting.

#### **4-9 Career Educator Status**

- 4-9-1 Educators employed at least half (1/2) time for three (3) or four (4) consecutive years, with successful evaluations, are considered permanent (e.g. "Career") except for the reasons identified under Orderly Termination in §9-1-2. However, Educators 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 principal assignment and are not considered reduction-in-force.

- 4-9-2 If a Career Educator takes leave for one (1) year or less, the Educator returns with career status.

#### **4-10 Resignation**

4-10-1 Both parties accept Contracts in good faith. However, the Board agrees to give due consideration to the Educator's statement of resignation during the contract period if received in accordance with §4-10-1-1, §4-10-1-2, or §4-10-1-3, otherwise the District will assess a breach of contract penalty of \$1000.

4-10-1-1 If an Educator intends to resign during the present contract term, the Educator's written statement of resignation must be received by the Department of Human Resources at least forty-five (45) calendar days prior to the date of resignation.

4-10-1-2 If an Educator intends to resign upon conclusion of the present contract term, the Educator's written statement of resignation must be received by the Department of Human Resources no later than the last day of the present contract term.

4-10-1-3 If an Educator intends to resign during the summer break preceding the upcoming contract term, the Educator's written statement of resignation must be received by the Department of Human Resources no later than June 15.



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## ARTICLE 5

### Salary Provisions

#### 5-1 Single Lane Salary Schedule

- 5-1-1 It is mutually agreed that payment of salaries according to a Single Lane Salary schedule is to the advantage of all concerned. The Single Lane Salary schedule negotiated by the Board and the Association shall be the only schedule used for the current year.
- 5-1-2 Any increment advancement on the Single Lane Salary schedule shall be contingent upon an Educator receiving a satisfactory evaluation.

#### 5-2 Initial Placement on the Single Lane Salary Schedule

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

#### 5-3 Continuing Education Advancement

- 5-3-1 Educators who have completed sufficient continuing education to advance their status on the Single Lane Salary schedule must complete and submit to Human Resources a *Continuing Education Advancement Application*. It is the responsibility of the Educator to submit with the application, an original official transcript of all University or College of Higher Education semester hours and/or a list of all Utah State Board of Education (USBE) 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 received August 1 through April 30 will result in designated increment adjustments effective from the first working day of the month following the submission of all required materials in accordance with the negotiated agreement governing that school year. Approved increment adjustments are processed and reflected in the Educator's earning statement within six (6) to eight (8) weeks.
- 5-3-3 Approved Continuing Education Advancement applications received May 1 through July 31 will result in designated increment adjustments effective the first day of the beginning of the next school year following the submission of all required materials in accordance with



the negotiated agreement governing the next school year. Approved increment adjustments are processed and reflected in the Educator's earning statement within six (6) to eight (8) weeks.

5-3-4 Semester hours from an accredited University or College of Higher Education and/or Utah State Board of Education (USBE) approved credit are accepted for Educators desiring to receive continuing education advancement on the Single Lane Salary schedule as follows.

5-3-4-1 *Bachelor's Degree plus 20 Semester Hours*: Educators who have completed 20 semester hours of University or College of Higher Education courses and/or Utah State Board of Education (USBE) approved credit after the Bachelor's Degree shall be advanced two increments on the Single Lane Salary schedule.

5-3-4-2 *Master's Degree*: Educators who have completed a Master's course of study and officially been awarded the Master's Degree or, who after having met all requirements for the Bachelor's Degree, have completed 50 semester hours of University or College of Higher Education courses and/or Utah State Board of Education (USBE) approved credit, shall be advanced two increments on the Single Lane Salary schedule.

5-3-4-3 *Master's Degree plus 30 Semester Hours*: Educators who have completed 30 semester hours of University or College of Higher Education courses and/or Utah State Board of Education (USBE) approved credit after the Master's Degree has been officially awarded shall be advanced two increments on the Single Lane Salary schedule.

5-3-4-4 *Doctorate Degree*: Educators who have completed an approved Doctoral course of study and officially been awarded the Doctorate Degree shall be advanced two increments on the Single Lane Salary schedule.

#### **5-4 Extra Responsibility Assignments**

5-4-1 Extra-responsibility assignments must occur outside regular contract time and outside normal contract duties, responsibilities, and expectations.

5-4-2 All extra-responsibility assignments are year-to-year and are at-will assignments. Such assignments are separate from primary assignments and are separate from Provisional or Career Educator assignments.

5-4-3 Anyone employed for an extra-responsibility assignment must be employed through approved District employment procedures.

5-4-4 Extra-responsibility assignments are paid as outlined in their respective provisions.

5-4-4-1 Extra-responsibility assignment stipends are paid through approved District payroll procedures, and payment for service is not received until required procedures are completed.

5-4-5 Extra-responsibility assignments include:

##### **5-4-5-1 Additional Teaching Responsibilities**

1. Additional teaching responsibilities are within the regular school year but beyond the normal scope of duty or outside of the regular school year and are paid on a stipend basis at the discretion of the program director or principal responsible for the applicable budget.





2. Program directors and principals must submit to the Superintendent a proposal outlining such teaching responsibilities and a rationale for the proposed stipend and/or proposed stipend adjustment. Prior approval of the Superintendent and Business Administrator is required.
3. Advertisement of such opportunities to all qualified Educators may be required.

#### **5-4-5-2 District Sponsored Saturday or Summer Professional Development**

1. District sponsored Saturday or summer professional development may be paid on a stipend basis at the discretion of the program director or principal responsible for the applicable budget.
2. Program directors and principals must submit to the Superintendent a proposal outlining the proposed professional development and rationale for the proposed stipend. Prior approval of the Superintendent and Business Administrator is required.

#### **5-4-5-3 Special Projects**

1. Educators who render services beyond their current contract for special projects requested by district directors are paid on a stipend basis.
2. Program directors and principals must submit to the Superintendent a proposal outlining such projects and a rationale for the proposed stipend. Prior approval for the Superintendent and Business Administrator is required.

#### **5-4-5-4 Driver Education**

1. District sponsored behind the wheel driver education is paid at the hourly negotiated rate (third increment of the Single Lane Salary Schedule, divided by annual contract days, divided by 8 hours per day).
2. Driver education instructors maintain proper endorsement as required by the Utah State Board of Education.

#### **5-4-5-5 UHSSA Extra-Curricular Assignments**

1. UHSSA extra-curricular assignments are paid in accordance with the District list of UHSSA extra-curricular approved stipends. During fiscal years when an annual cost of living adjustment is negotiated for licensed educators, the cost of living adjustment is applied to UHSSA extra-curricular assignment stipends.
2. Each person fulfilling a UHSSA extra-curricular assignment must have on record with the Human Resources Department a signed *Logan City School District Board of Education Policy and Standards of Conduct for Extra-Curricular Activities Agreement* BEFORE rendering services and prior to any remuneration being issued.

- 5-4-6 Requests for additional extra-responsibility assignments not included in §5-4 of the district list of approved stipends, may be submitted for consideration. Written requests received by April 1 will be reviewed by a budget committee under the direction of the Elementary or Secondary Directors of Schools. Requests received after April 1 will not be considered. Decisions of the committee are final and are not grievable.



## **5-5 Internship**

- 5-5-1 An approved paid internship is paid on Increment A of the Single Lane Salary schedule and remains such throughout the entire contract period. A full-year of paid internship within the District counts toward increment advancement on the Single Lane Salary schedule, but does not count toward years of provisional service. Interns receive insurance benefits as allowed in Article 10.

## **5-6 Payroll Deductions**

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

## **5-7 Payroll Schedule**

- 5-7-1 Payment for services shall be monthly and payment shall be made on the twenty-fifth (25<sup>th</sup>) day of each month. Educators are paid in twelve (12) equal monthly installments. Payment commences with the first regular pay period of the school year.

## **5-8 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 Single Lane Salary schedule must be filed with the Superintendent. The statute of limitations for filing on a discrepancy is two (2) years from the date of such placement. Any over-payments from the District also have a statute of limitations of two (2) years.



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## ARTICLE 6

### Transfer and Reassignment

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

#### 6-1 Voluntary Transfer and Reassignment

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

#### 6-2 Involuntary Transfer and Reassignment

- 6-2-1 The Board and the Association recognize that some involuntary transfer of Educators from one school to another or reassignment within a school is unavoidable. They also recognize that under normal circumstances transfer or reassignment of Educators should be held to a minimum. Therefore, they agree as follows:
  - 6-2-1-1 Notice of any involuntary transfer or reassignment shall be given to the affected Educator as the information becomes available to the District.
  - 6-2-1-2 When an involuntary transfer is necessary to meet staffing requirements, the principal shall inform educators in the grade level or subject area affected that they may volunteer to take the place of the Educator subject to involuntary transfer. The Administrator considers the volunteer's licensure and endorsement, major and/or minor fields of preparation, area(s) of competence, quality of teaching performance, grade level or subject experience and interest, extra duty assignments, special abilities, ability to collaborate with peers, and length of service with the District. If there are no volunteers or if there are concerns with the above considerations, the teacher in the grade level or subject area where the position is being eliminated who has the least overall seniority in the District will be identified as the one for transfer.
  - 6-2-1-3 When involuntary transfer or reassignment is necessary, the Administrator considers the Educator's licensure and endorsement, major and/or minor fields of preparation, area(s) of competence, quality of teaching performance, grade level or subject experience and interest, extra duty assignments, special abilities, ability



to collaborate with peers, and length of service with the District.

- 6-2-1-4 An involuntary transfer or reassignment shall be made only after a meeting between the Educator involved and the Superintendent or designee at which time the Educator shall be notified of the reasons thereof. Either party may have a representative from the Association in attendance. If an Educator has been transferred due to declining student numbers or change in class-size reduction positions, the option of returning to his or her previous position shall be discussed with the Educator if the position is reopened prior to the start of school.
- 6-2-1-5 Openings in the school system shall be discussed with the Educator(s) involved in the transfer. Educator(s) involved may share interest in existing openings. The Administrator considers the Educator's interest along with qualifications outlined in §6-2-1-3. Assignments of new Educators in the school system shall not be made until reassignments or transfers have been made.
- 6-2-1-6 Transfer within the District shall be based on need.

### **6-3 Involuntary Transfers and Assignments Pay and Retraining Allowance**

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



## ARTICLE 7

### Leave

#### 7-1 Leave and Substitutes

- 7-1-1 Leave provisions apply only to the base contract. Absence of an Educator for the reasons stated in Article 7 shall be charged against leave allowance regardless of the employment of a substitute. Days of leave shall be acquired according to an Educator's current FTE (i.e. .50 FTE generates leave in half-day increments; 1.0 FTE generates leave in full-day increments). Days of leave shall be charged against the Educator's leave balance in increments equal to the Educator's FTE at the time the leave is taken, regardless of the Educator's FTE at the time the leave is acquired.
- 7-1-2 Substitutes shall be employed and paid by the Board and not by the Educator as follows:
  - 7-1-2-1 Educators must arrange substitutes through Kelly Education Services and notify the building principal when securing a substitute.
  - 7-1-2-2 Educators may not arrange for student teachers, classified employees, volunteers, or relatives as a substitute. Relatives under Section 2-3-1 of Utah Code Annotated are defined as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. This policy is to comply with Utah Nepotism and Ethics legislation.
  - 7-1-2-3 Educators provide substitutes with written lesson plans and a means to identify students (e.g. seating chart).

#### 7-2 Family and Medical Leave Act (FMLA)

- 7-2-1 The District follows the Family and Medical Leave Act (FMLA), 29 U.S.C. §2601 and implementing regulations located at 29 C.F.R., §825 et seq. FMLA leave runs concurrent with any other district provided leave and is issued on a fiscal year (July 1 through June 30).
- 7-2-2 **FMLA Definitions**
  - 7-2-2-1 *Eligible Educator*: any certified Educator of the District who has been employed for at least 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 Educator such as group life insurance, health insurance, disability insurance, Sick Leave, personal leave, and pension or retirement benefits.
  - 7-2-2-3 *Health Care Provider*: a licensed doctor of osteopathy or medicine.
  - 7-2-2-4 *Parent*: the natural or adoptive parent of a child or legal guardian who acts in the place of a parent.
  - 7-2-2-5 *Son or Daughter*: a biological, adopted, or foster child, a stepchild, a legal ward, of a 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. 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.

### 7-2-3 **FMLA Eligibility**

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

1. the birth of a son or daughter of the 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 Educator suffers from a serious health condition that makes the Employee unable to perform the essential functions of that Employee's position.

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

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

1. short-notice deployment;
2. military events and related activities;
3. child care and school activities;
4. financial and legal arrangements;
5. counseling;
6. rest and recuperation;
7. post-deployment activities; and
8. additional activities not encompassed in the above, but agreed to by the Educator and the District.

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

7-2-4-1 The Board hereby designates all compensated leave (e.g. sick, personal, vacation, compensatory time) to be counted as part of and included in the FMLA so that an Educator shall be entitled to no more than the maximum available leave allowed under the FMLA and other types of leave taken together. Should FMLA leave exceed accrued compensated leave, all remaining designated FMLA leave will be without pay.

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

7-2-4-3 Nothing shall require the District to provide paid Sick Leave, personal leave, or other type of paid leave in any situation where it is not otherwise provided under District policies.



#### **7-2-5 Foreseeable Leave**

7-2-5-1 An Educator shall make a reasonable effort to:

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

#### **7-2-6 Employer Notification**

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

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

#### **7-2-7 Spouses of Employees Employed by the District**

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

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

#### **7-2-8 Required Medical Certification**

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

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

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

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

1. the date on which the serious health condition commenced;
2. the probable duration of the condition;
3. if additional treatments will be required for the condition 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 Educator's absence from work because of the Educator's own condition (including absences due to pregnancy or a chronic condition), certification is sufficient if it states whether the Educator:
  - a. is unable to perform work of any kind;
  - b. is unable to perform any one or more of the essential functions of the Educator's position, including a statement of the essential functions the Educator is unable to perform, based on either information provided on a statement from the employer of the essential functions of the position or, if not provided, discussion with the Educator about the Educator's job functions; or
  - c. must be absent from work for treatment.
6. a statement that the serious medical condition prevents the Educator from performing the tasks of the position or that requires the Educator to attend and care for a son, daughter, spouse, or parent.

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

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

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

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

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

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

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

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

#### **7-2-10 Other Provisions**

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

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

7-2-10-2 Intermittent medical leave is available upon certification of medical need, but the



District may transfer the Educator temporarily to an equivalent alternate position.

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

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

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

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

7-2-11-3 If the Educator begins leave for reasons other than 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 Educator must continue to take unpaid leave until the end of the school year.

### 7-3 Sick Leave

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

7-3-2 The immediate family shall be defined as mother, father, wife, husband, sister, brother, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchildren. Other members of the Educator's household not listed who are, in fact, if not by legal relationship, members of the immediate family, may at the discretion of the Association and Board, be so considered.

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

7-3-4 Recovery from any extended illness/disability extending to ten (10) consecutive working days or more requires the Educator to apply for FMLA and to provide certified medical verification to the District. The Board may require, at their expense, a second opinion and verification of the medical need.

7-3-5 Credit for unused days of sick leave is allowed to accumulate to a maximum of 150 days. After Educators earn the 150-day maximum, they are allowed, in a given school year, ten (10) days sick leave (non-accumulative) beyond the 150-day maximum.

7-3-6 Absence of an Educator for the above named causes shall be charged against their sick leave allowance regardless of the employment of a substitute teacher.



- 7-3-7 If the Educator’s absence results from an on-the-job injury, and he/she receives reimbursement for lost wages from Workers’ Compensation, the District provides additional funding to equal the Educator’s rate of pay; however, the first three (3) days of absence are deducted from the Employee’s sick leave.
- 7-3-8 An Educator is entitled, upon written application to Human Resources, for leave to be used for childbirth and recuperation. Accumulated compensated leave may be used for this purpose up to six (6) weeks immediately following the birth of the baby. If an Educator is absent beyond the accumulated sick leave days, other accumulated paid leave shall be applied. If the Educator is absent beyond accumulated leave, the absence is without pay as governed by §7-7. Complications in the course of pregnancy or leave to care for an infant falls under the provisions of the FMLA (see §7-2).
- 7-3-9 An Educator who is pregnant may continue in active employment up to her certified delivery date provided she is able to properly perform her required functions as determined by the Educator, her physician, and the principal and/or supervisor.
- 7-3-10 An Educator whose wife has delivered a baby, or who has adopted a baby may take sick leave for this purpose as covered in §7-2-2-4.
- 7-3-11 An Educator adopting an infant child shall be entitled to use up to ten (10) days sick leave commencing with legal documentation of placement of the child in the Educator’s home.
- 7-3-12 Educators eligible for sick leave benefits under this policy who retire or voluntarily leave employment with Logan City School District shall be compensated by the Board for accumulated sick days at a rate of .0021 times the third increment of the current salary schedule for years employed as an Educator in the Logan City School District as follows:

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

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

Value of third increment:	\$ 53,345
Sick leave payout rate (.0021 times base):	\$ 112 per day
Payout percentage based on years employed:	75%
Daily payout:	\$ 84
Total sick leave days unused:	65
Total sick leave payout:	\$ 5,460

#### 7-4 Sick Leave Bank

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



any FMLA leave for which the Educator may be eligible.

### **7-4-3 Eligibility**

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

### **7-4-4 Participation**

- 7-4-4-1 Educators participating in the Sick Leave Bank donate one (1) day of annual sick leave each fiscal year until the Bank has accumulated at least one-thousand (1000) days; thereafter, no additional days are donated until the Bank balance is depleted to five-hundred (500) days.
- 7-4-4-2 Educators must notify the Human Resource Department, in writing, no later than September 15 of the fiscal year in which they wish to join the Sick Leave Bank. Educators hired after September 15 of any given fiscal year, and who elect to participate in the Bank, must notify the Human Resource Department in writing within thirty (30) calendar days from the date of initial hire or wait until the next fiscal year to join.
- 7-4-4-3 An Educator's participation in the Sick Leave Bank automatically renews each fiscal year unless the Educator notifies the Human Resource Department in writing by September 15 of the fiscal year in which the Educator wishes to discontinue participation. An Educator who discontinues participation in the Bank may not withdraw days thereafter, even those days which such Educator previously contributed.



#### 7-4-5 Application Process

- 7-4-5-1 When applying for additional days of leave from the Sick Leave Bank, eligible Educators must submit a completed Sick Leave Bank Application to Human Resource Department indicating the number of additional days requested along with all required documentation including the reasons for the request, written verification from the attending physician indicating the nature and severity of the catastrophic illness, and the projected recovery date.
- 7-4-5-2 Upon receipt of application, the District Sick Leave Bank Committee shall have seven (7) working days to convene. Only complete applications shall be reviewed by the Committee and shall be reviewed in the order they are received. Incomplete applications will not be reviewed.
- 7-4-5-3 The District Sick Leave Bank Committee shall be comprised of six (6) representatives, two (2) from each of the Education Support Professionals (ESP), the Licensed, and the Administrator Associations. All six (6) Committee members must be present during meetings to conduct business. If a member is unable to attend a meeting, he/she may send a representative. The Committee may approve requests, deny requests, or approve only a portion of the days requested. Committee decisions require a two-thirds (2/3) majority vote of approval. All decisions are final and may not be appealed.
- 7-4-5-4 The Human Resource Director facilitates the Committee process, but is not a voting member of the Committee.
- 7-4-5-5 Applications must be submitted and approved before any additional days from Sick Leave Bank may be used. Additional leave shall not be granted retroactively.
- 7-4-5-6 Applications shall only be granted when all eligibility requirements are met and when the Sick Leave Bank balance is sufficient to cover the request.
- 7-4-5-7 All days of leave granted by the Sick Leave Bank Committee must be used consecutively and may not be used intermittently.
- 7-4-5-8 Educators who receive additional sick leave from the Sick Leave Bank based on false, untrue, or misleading requests, information, or physician verifications shall be required to reimburse the District for all additional days according to §7-7, *Absence without Pay*, and may be subject to disciplinary action up to and including termination.

#### 7-5 Bereavement Leave

- 7-5-1 Upon the death of an immediate family member, Educators may be absent from their assignment for up to five (5) consecutive days. The immediate family is herein defined as in paragraph §7-3-2.
- 7-5-2 Leave may consist of two (2) days of District-paid bereavement, and up to an additional three (3) days from the Educator's accumulated leave.
- 7-5-3 Two (2) days of District-paid bereavement leave are available for each qualifying event.

#### 7-6 Personal Leave

- 7-6-1 An Educator is allowed four (4) days per school year for personal leave. If the contract term



is not completed, the number of personal days given is prorated for the time worked.

- 7-6-2 It is the responsibility of each Educator to give the principal notification by 8:00 a.m. the day prior to the personal leave.
- 7-6-3 The Educator must have adequate lesson plans for a substitute for the day(s) of leave. A copy is filed with the principal.
- 7-6-4 The time when these days may be used is left to the discretion of the Educator, with the following exceptions:
  - 7-6-4-1 Personal leave shall not be taken during the first ten (10) school days or last ten (10) days of the school year.
  - 7-6-4-2 Requests for an exception due to extenuating circumstances require prior written approval from the Superintendent, or designee.
- 7-6-5 When an Educator takes personal leave, the Board shall pay the cost of the substitute. If an Educator is absent beyond the accumulated personal leave days, the absence is without pay as governed by §7-7.
- 7-6-6 **Personal Leave Carryover**
  - 7-6-6-1 An Educator who has less than fifteen (15) years of full-time contract teaching experience may carry over three (3) unused personal days in a given year totaling seven (7) days per year.
  - 7-6-6-2 An Educator with fifteen (15) or more years of full-time contract teaching experience in the District is able to accumulate an unlimited number of personal leave days.
- 7-6-7 **Personal Leave Payout**
  - 7-6-7-1 If an Educator has less than fifteen (15) years of experience and chooses not to use personal leave days above the three (3) days that can be carried over to the following year, the District deposits an amount equal to the cost of a certified substitute for unused days into the Educator's 401(k) account.
  - 7-6-7-2 If an Educator with fifteen (15) or more years of experience desires to deposit an amount equal to the cost of a certified substitute into their 401(k) account, a letter requesting the number of days in excess of three (3) to be transferred to their 401(k) account must be delivered to the District by June 30 of the year of the request. The letter is included in the Educator's file.
  - 7-6-7-3 An Educator retiring from the District has the option of converting all personal leave days to a benefit payout. An Educator leaving District employment, but not retiring, has the option of converting personal days in excess of three (3) days. Based on information provided to the District from an employment exit interview with a District appointed financial advisor, the benefit payout may be deposited into a Health Reimbursement Account (HRA), a Health Savings Account (HSA), or special pay plan as determined by the District. As a rule, if the total payout of all benefits is less than \$1500, the payout will be run through District payroll.

## **7-7 Absence Without Pay**

- 7-7-1 If an Educator is absent beyond the accumulated designated leave days, the absence is



without pay and the Educator's daily rate of pay and equivalent insurance premiums are deducted from the salary.

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

## **7-8 Sabbatical Leave**

- 7-8-1 Educators must have completed a minimum of six (6) consecutive years of professional experience with the District before being eligible to apply for sabbatical leave. No person shall be granted sabbatical leave more than once in seven (7) years.
- 7-8-2 Educators may submit a letter of application to the Superintendent by March 1 of the year proceeding the year for which sabbatical leave is requested. A committee organized by the Superintendent determines whether or not a sabbatical will be granted the following year. If a sabbatical is to be granted the following year, the final selection and notification to those who have applied for sabbatical leave is made by the Superintendent based upon criteria jointly determined by the Association and the Board by March 15.
- 7-8-3 Sabbatical leave may be taken for study at an institution of higher learning where an approved course of study is taken. Approved travel with the submission of a curriculum project to benefit the school, District, or staff may also be considered as a sabbatical leave.
- 7-8-4 An Educator granted sabbatical leave shall receive fifty (50) percent of his/her present salary for one (1) year of leave. Payment is made and agreed upon by the contract, which includes leave, salary, and insurance.
- 7-8-5 An Educator who accepts a sabbatical leave of absence must signify intention of returning to the District for one (1) year. Such Educator is assured reemployment.
- 7-8-6 If an Educator who has taken advantage of sabbatical leave fails to return to service as provided above, all monies, including insurance premiums, as stated in a signed contract and received from the Board while on sabbatical leave are to be returned to the Board in full.
- 7-8-7 An Educator on sabbatical leave is entitled to Health and Accident Benefits provided by the Board at the expense of the Board.
- 7-8-8 A year of sabbatical leave does not count as a year's teaching experience, and does not result in an increment advancement on the salary schedule, upon return.

## **7-9 Leave of Absence**

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



received thereafter.

- 7-9-4 An Educator returning from a leave of absence without pay is entitled at the end of the leave to a position for which he/she is appropriately licensed. Upon returning, he/she will receive the same level of benefits as when the leave was granted; namely, placement on the pay scale, accrued sick leave benefits, and insurance granted by the policies in effect upon return.
- 7-9-5 An Educator desiring reemployment following a leave of absence without pay must notify Human Resources in writing of his/her intent to return by February 1. If written notification does not occur by February 1, the position is declared vacant.

## **7-10 Professional Leave**

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

## **7-11 Jury Duty**

- 7-11-1 An Educator must submit a letter to Human Resources requesting jury duty leave with accompanying documentation of required service.
- 7-11-2 Jury duty is not paid leave unless the Educator remits his/her jury duty payment to the District. If the Educator accepts payment for jury duty service, the Educator must report personal or vacation leave for each day of compensated jury duty service.

## **7-12 Workers' Compensation**

- 7-12-1 If an Educator's absence results from an on-the-job injury, and he/she receives reimbursement for lost wages from Workers' Compensation, the District may provide additional funding to equal the Educator's rate of pay; however, the first three days of absence are deducted from the Educator's sick leave. Employees (Educators) 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 Workers' Compensation must have sick leave available and use sick leave hours for each hour paid.
- 7-12-2 Educators who do not have sick leave available will only receive the two-thirds (2/3) of their salary as paid by Workers' Compensation.
- 7-12-3 Temporary Total Disability Compensation is paid for the time an Educator 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 Educator from working for more than a total of fourteen (14) days. In that case, Educator is paid for the first three (3) days of disability. This type of compensation ends when Educator returns to work or reaches medical stability.





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## ARTICLE 8

### Grievance Procedure

#### 8-1 Purpose

- 8-1-1 An individual Educator shall have the right to present grievances as per the grievance procedure provided. Nothing in this statement shall be so construed as to deprive any individual of his/her rights under the Utah Right to Work law nor his/her rights as set forth in Title IV of the Civil Rights Act or provisions that may be applicable to public Educators under Section 34-19-1 through 13 and Section 34-20-1 through 13, Utah Code Annotated, 1953, as subsequently amended.
- 8-1-2 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 This procedure is to provide all Educators equitable solutions for alleged violations, misinterpretations, or inequitable applications of local School District policies or practices relative to provisions of Federal anti-discrimination legislation.
- 8-2-2 The Board recognizes that each Educator has the right to use any appropriate channels of communication through which a Grievance may be presented, reviewed, and equitably resolved within a specified period of time.
- 8-2-3 Educators are entitled to due process by having their Grievance reviewed by higher authority without fear of retribution, reprisal, or recrimination as a result of having presented a Grievance or having been a party of interest in the Grievance procedure.
- 8-2-4 Educators have the right to self-representation or are entitled to be represented by a representative of the Association, if desired. An Educator is not entitled to legal counsel until Step 4 of the Grievance Procedure. Twenty-four (24) hour advanced notice is required if either party intends to have representation or legal counsel in attendance.
- 8-2-5 The Grievance procedure shall be kept confidential and all documents, communication, and records relating thereto are maintained in a separate Grievance file.
- 8-2-6 If a meeting to process a Grievance is scheduled during the normal working day, the Educator and all District participants suffer no loss in pay.
- 8-2-7 The number of days specified in this procedure may be extended by mutual agreement between the Board and the Grievant or their designee.
- 8-2-8 Nothing in this procedure shall be construed to limit the right of the Board or the Grievant to appeal to an appropriate court of law.

#### 8-3 Procedure

##### 8-3-1 Step One - Oral Grievance

- 8-3-1-1 The Educator with a Grievance must first attempt to resolve it informally by



discussing the issue with the Administrator at the lowest appropriate level within fifteen (15) working days after becoming aware of the act or condition upon which the Grievance is based.

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

#### 8-3-2 **Step Two - Written Grievance**

8-3-2-1 If the Grievance is not resolved informally as outlined in Step 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, if not satisfied with said decision, may appeal in writing to the Superintendent within ten (10) working days. The Superintendent or designee has ten (10) working days to give a written decision to the Grievant after receipt of the appeal.

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

8-3-4-1 The Grievant, if not satisfied with the decision in Step 3, may appeal in writing directly to the Board within ten (10) working days

8-3-4-2 The Board and the Grievant, or their designee(s), shall meet within twenty (20) working days to jointly select an impartial hearing examiner from outside the District.

8-3-4-3 The expenses of securing a hearing examiner shall be borne equally by the Board and the Grievant. The Association may assume responsibility for the Grievant's share.

8-3-4-4 The hearing examiner shall be notified of his/her selection by a joint letter from the Board and the Grievant, or their designee(s), stating the issue(s) and requesting that he/she set a date and time for the hearing.

8-3-4-5 The hearing examiner's authority shall be strictly limited to making a recommendation(s) to the Board regarding only the specific issue(s) submitted to him/her in writing by the District and the Grievant.

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



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8-3-4-7 The Board must submit their written decision to both parties within twenty (20) working days after receiving the recommendation of the hearing examiner unless the parties agree to an extension. The Board must make the final decision and cannot delegate this responsibility.



## ARTICLE 9

### Orderly Termination

#### 9-1 Orderly Termination Procedures for Both Career and Provisional Employees

##### 9-1-1 Legal Authority

9-1-1-1 Educators may be suspended or dismissed for cause under the provisions of the Public Education System – Local Administration, Employees, Title 53G, Chapter 11, Utah Code Ann. (UCA), 2018, as amended, or renumbered, or any violation of the Utah Educator 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 Educator 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 Educator 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 [See Administrative Rule R277-515-3 Educator Ethics];
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 Educator 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 Educator, 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 Educator’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 Educator or to terminate a Career Educator’s or Provisional Educator’s contract during the contract term for cause:

1. The District shall give written notice of the District’s intent to the Educator;
2. The District shall serve the written notice of intent by personal delivery or by certified mail addressed to the Educator’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 Educator 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 Educator’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 Educator to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that right and that the District may then proceed with 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 Educator’s or Provisional Educator’s contract during the contract term for cause, the District may suspend the Educator 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 Educator 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 Educator 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 Educator an opportunity for an informal conference to discuss the allegations, that it is more likely than not that the allegations against the Educator are true.

9-2-2-4 If dismissal/termination is not subsequently ordered, the Educator shall receive back pay for the period of suspension without pay.

**9-2-3 Educator’s Contract Terminated During Its Term – Final Notice** [See UCA §53G-11-513(7)]

9-2-3-1 Where an Educator’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 Educator’s Contract for Unsatisfactory Performance – Procedures** [See UCA §53G-11-514]

**9-3-1 Definition of “Unsatisfactory Performance”** [See UCA §53G-11-501(16)]

9-3-1-1 Unsatisfactory Performance is defined as a deficiency in performing work tasks that may be:

1. due to insufficient or undeveloped skills or a lack of knowledge or aptitude; and
2. remediated through training, study, mentoring, practice, or greater effort.

9-3-1-2 “Unsatisfactory performance” does not include the following conduct

1. violation of work rules;
2. a violation of local school board policies, State Board of Education rules, or law;
3. a violation of standards of ethical, moral, or professional conduct; or
4. 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 Educator’s performance is unsatisfactory and intends to either not renew an Educator’s contract for such unsatisfactory performance or to terminate an Educator’s contract during the contract term for unsatisfactory performance, the District shall:

1. Provide and discuss with the Educator written documentation clearly identifying the deficiencies in performance;
2. Provide written notice that the Educator’s contract is subject to nonrenewal or termination if, upon a reevaluation of the Educator’s



performance, the Educator'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 Educator an opportunity to improve performance;
4. Reevaluate the Educator's performance; and
5. If the Educator's performance remains unsatisfactory, give notice of intent to not renew or to terminate the Educator's contract in accordance with §9-2-1, except that the Educator'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 Educator's performance is satisfactory may be conducted by a District administrator at any time that is reasonable to assess the Educator's performance. Each Educator 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 Educator'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 Educator'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 Educator receives written notice and end when the determination is made that the Educator has successfully remediated the deficiency or, in the event that the Educator has failed to remediate the deficiency, the District provides the Educator written notice of the District's intent to not renew or to terminate the Educator's contract in accordance with §9-2-1, except that the Educator'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 Educator 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 §9-2-1-1-1; 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 Educator's performance, the District determines the Educator'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 Educator's performance is determined to be unsatisfactory, the District may elect to not renew or to terminate the Educator's contract.

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

9-3-6-2 If the Educator'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 Educator's contract in accordance with §9-2-1, except that the Educator's deficiencies in performance shall be substituted for the detailed reason(s) for dismissal/termination.

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

9-3-6-4 Nothing in this Agreement shall be construed to require the Educator'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 Educators 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 § 9-2-3-2, must be received in writing by the Superintendent's office within ten (10) calendar days of receipt of the written suspension notice. An Educator 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 Educator may invite one (1) representative from the Association to attend his/her informal conference. An educator 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 Educator'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 Educator or Provisional Educator, 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 Educator, which are binding upon both the Educator and the Board. Nothing herein shall be construed to limit the right of an Educator 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 Educator notice of the date, time, and place of the fair hearing.

### 9-3-10 **Rights of Educator 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 Educator have the right to counsel, to produce witnesses, to hear testimony against the Educator, 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 Educator by mail or by personal delivery.



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

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

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

- 9-3-12-1 In the event that an Educator fails to timely request a fair hearing as required in §9-4-9, the written notice of intent to not renew a Career Educator's contract or to terminate the Career Educator's or Provisional Educator'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 Educators and their dependents for the Educator's choice of insurance programs offered by the District. The Board consults with the Association prior to any changes to insurers or benefits.
- 10-1-1-1 Educators working seventy-five (75) percent to ninety-nine (99) percent of a full contract receive single coverage. Further insurance is available to the Educator with the Educator paying the additional premiums.
- 10-1-1-2 Educators employed less than seventy-five (75) percent of a full-time contract do not receive insurance benefits.
- 10-1-1-3 The flexible spending program is available to professional Educators to assist with additional insurance premium payments.
- 10-1-1-4 It is recognized by the Board and the members of the staff that District funds used for this purpose are in effect a salary benefit and shall be so considered in any budget or expenditure analysis.
- 10-1-2 The following are eligible for coverage under the District group plan:
- 10-1-2-1 All Educators covered in §10-1-1.
- 10-1-2-2 The unmarried natural or legally adopted children under the age of twenty-six (26) of the Educator and/or spouse.
- 10-1-3 Coverage under the health insurance plan for all eligible participants becomes effective on the first day of the calendar month next following the date the Educator commences active employment. The Educator must complete proper application forms prior to the effective date.
- 10-1-4 Educators eligible for Medicare are encouraged to enroll in the Federal Medicare program ninety (90) days prior to their becoming eligible. Educators eligible for Medicare and their spouse may, at their option, continue to be carried on the District sponsored Health and Accident Policy under the program recommended by the current insurance carrier.
- 10-1-5 Coverage for any member of the program ceases at the end of the month in which they become ineligible (usually August following last school year worked) or their employment is terminated.
- 10-1-6 It is the responsibility of Educators covered by the group insurance plan of the District to immediately notify the District Office of any changes in their eligibility status or their dependents. Educators are held financially responsible to repay any loss in premium payments suffered by the District due to their negligence.



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## **10-2 Long Term Disability/Term Life Insurance**

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



## ARTICLE 11

### Longevity Incentive Provisions

#### 11-1 Definition

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

#### 11-2 Purpose

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

#### 11-3 Policy Statement

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

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

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

#### 11-4 Benefit Options and Eligibility

11-4-1 *Sunset Provision*: Educators whose combined age and a minimum of twenty (20) years of full-time service with the District equals eighty (80), as of June 30, 2020, will be grandfathered as per Article 11 of the 2018-19 Licensed Negotiated Agreement. Eligibility for this Sunset Provision is dependent on the Educator's written notification of their intent to retire at the conclusion of the 2019-20 fiscal year to the Human Resources Department no later than the last business day in 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 Educator 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)*: Educators 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 Educator 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)*: Educators with thirty (30) years of full-time service with the District at the end of the current



fiscal year, regardless of age, are eligible for the annual stipend as per §11-6-1 and single or couple health insurance coverage as per §11-7.

- 11-4-3 Full-time FTE (1.0) and a minimum of 180 contract days qualifies as one year of full-time service. FTE less than full-time (1.0) or contract days less than 180 in any given fiscal year may be cumulated with other fiscal years to generate full years of service. Periods of leave taken without pay do not count toward years of service.
- 11-4-4 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. Active duty in the military, congruent with URS guidelines and regardless of when taken, counts toward years of service.
- 11-4-5 Educators eligible to receive Medicare benefits are not eligible for the annual stipend or health insurance coverage under this provision.
- 11-4-6 Educators terminated for cause are not eligible for the annual stipend or health insurance coverage under this provision.

## **11-5 Procedures**

- 11-5-1 The Educator reviews eligibility requirements with the District Business Administrator or Human Resources Department.
- 11-5-2 The Educator desiring to participate in the Longevity Incentive Program must notify the Human Resource Department in writing no later than the last business day in 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 Educator who is participating in the Longevity Incentive Program return to employment with the District, the Longevity Incentive provisions are suspended until the Educator once again separates employment from the District. Upon re-separation, the Educator resumes receiving the remaining benefits for which he/she is eligible or until the Educator 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 Single Lane Salary schedule and the Educator's base salary plus any amounts received for extended contract days during the immediate preceding last full year of employment.
- 11-6-2 As a general rule, the annual stipend will be deposited into the Educator's health reimbursement account or special pay plan the first week of October each year.
- 11-6-3 The District agrees to maintain the Educator's enrollment in the District's group life insurance program for as long as the Educator qualifies for health insurance coverage, thus providing the Educator's designated beneficiary with a life insurance benefit valued at \$50,000 under current District policy. All other benefits provided under this provision terminate upon the death of the retired Educator.

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

- 11-7-1 The Educator receives single or couple health insurance coverage with the existing District group health insurance program. Educators are able to maintain family coverage, if



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applicable, by paying the premium difference. Educators 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 All health insurance coverage is subject to change, as negotiated yearly. Retiring Educators receive the same group medical benefits as negotiated yearly; however, future health insurance premium increases are the responsibility of the Educator and will be deducted from the annual stipend payable under this provision.

### **11-8 Purchasing URS Service Credit**

11-8-1 Educators who qualify for purchase of URS service credit at the time of separation may use the annual stipend payable under this provision and sick leave payout toward the purchase of such credit in keeping with URS guidelines.

### **11-9 Program Sustainability**

11-9-1 Benefits payable under this provision are subject to annual negotiation.



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## ARTICLE 12

### Committee Representation

#### **12-1 Committee Representation**

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





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## ARTICLE 13

### Education Support Professionals

#### **13-1 Education Support Professionals**

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

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



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## ARTICLE 14

### Professional Freedoms

#### 14-1 Professional Freedoms

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

#### 14-2 Freedom to Teach

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

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

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

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

#### 14-3 Freedom to Participate in Political Affairs

14-3-1 The District recognizes that all Educators and other Educators may participate in all affairs of citizenship. Educators shall be free to take part in any political issue, or support and advocate in the interest of, any candidate for public office, except that such activity shall not be done during the time of day that school is in session nor include the time before and after the regular class schedule that Educators are obligated to use in their professional assignment.

14-3-2 It is recognized that Educators may belong to the political party of their choice and be active therein.

14-3-3 It shall be the obligation of the District to permit any Educator or other school Educator to become a candidate for a public or political office. In case of election or appointment to



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such an office, it shall be the duty of the Board to grant a leave of absence. In case such political activity does not interfere with the Educator's regular school duties, it shall be the obligation of the District to pay the entire salary during the term of office. If, in the opinion of the Board, the political activity has partial interference with the Educator's duty to the District, the Board and the Educator concerned shall mutually agree upon the salary to be paid to the Educator while campaigning for or occupying public office.



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## ARTICLE 15

### Evaluation

#### 15-1 Evaluation

- 15-1-1 Educators agree that it is the responsibility of school administrators to evaluate Educator's service. Insofar as possible, these evaluations shall be made a matter of mutual understanding, but Educators are ultimately evaluated by their principals and the record of evaluation filed as confidential personnel data in the District Office. Educators participate in a conference with their principal concerning their evaluations and receive a written copy of the evaluations.
- 15-1-2 The District recognizes that the Educator's evaluation should serve both a formative and summative purpose, emphasizing prevention and correction of problems rather than punitive discipline.



## ARTICLE 16

### Reduction in Force

#### **16-1 Reduction-In-Force** [See UCA §53G-11-516]

##### **16-1-1 Necessary Staff Reduction Not Precluded** [See UCA §53G-11-516(1)]

16-1-1-1 Nothing in Article 9 Orderly Termination shall be construed to prevent staff reduction where necessary to reduce the number of employees 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.

##### **16-1-2 Reduction-In-Force Policy** [See UCA §53G-11-516(2) & (3)]

16-1-2-1 If the Board, in its sole discretion, determines that a reduction in the number of employees is necessary because of any of the items identified in §16-1-1, or for other just reasons, such reduction shall be accomplished as follows:

1. Employees to be so released shall be given thirty (30) calendar days' written notice;
2. The order of reduction of employees will not utilize a last-hired, first-fired layoff program;
3. In concert with the classification and dismissal criteria in §16-1-3, the District may consider the following factors when terminating employees under this policy:
  - a. The results of an employee's performance evaluation; and
  - b. School and/or department personnel needs.

##### **16-1-3 Reduction-In-Force Classifications, Dismissal Order, and Dismissal Criteria**

16-1-3-1 **Reduction-In-Force Classifications.** Licensed Educators shall be classified according to current K-6, 7-12 Departments, Special Education, ESL, or DLI assignment(s).

16-1-3-2 **Dismissal Order and Criteria.** After Educators have been classified as indicated in §16-1-3-1, the District shall determine the number of Educators subject to dismissal within each classification. Educators within each affected classification shall be subject to dismissal under a Reduction-In-Force in the following order:

1. *Group 1:* An Educator must have a current Utah teaching license and necessary endorsements to be retained. An ARL or a Letter of



Authorization is not a proper and current Utah teaching license for this purpose. An Educator without a current Utah teaching license and necessary endorsements is in the first group of Educators subject to dismissal under a Reduction-In-Force.

2. *Group 2:* An Educator with a teaching contract of less than a 1.0 FTE is in the second group of Educators subject to dismissal under a Reduction-In-Force. In the event that there are multiple Educators in a classification that fall into this Group 2, the dismissal order shall begin with the Educator with the lowest FTE and follow in an ascending order of the FTE.
3. *Group 3:* An Educator whose CACTUS record shows a current UPPAC sanction or disciplinary action is the second group of Educators subject to dismissal under a Reduction-In-Force. Pending UPPAC investigations shall not affect an Educator for this purpose.
4. *Group 4:* An Educator who has received a suspension without pay as part of corrective discipline within the eighteen (18) months preceding a Reduction-In-Force is the fourth group of Educators subject to dismissal under a Reduction-In-Force.
5. *Group 5:* An Educator who has received two or more letters of written reprimand as part of corrective discipline with the eighteen (18) months preceding a Reduction-In-Force is in the fifth group of Educators subject to dismissal under a Reduction-In-Force.
6. *Group 6:* An Educator who has received one letter of written reprimand as part of corrective discipline within the eighteen (18) months preceding the Reduction-In-Force is in the sixth group of Educators subject to dismissal under a Reduction-In-Force.
7. *Group 7:* After applying the ordering-dismissal criteria for Groups 1 through 6, Educators within an affected classification shall be subject to a Reduction-In-Force according to an ascending order of an Educator’s score (*i.e.*, beginning with the Educator with the lowest score) on the *Licensed Educator Reduction-In-Force Rubric*, below:

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



8. *Group 8:* An Educator with the fewest number of current endorsements recorded on CACTUS is in the eighth group of Educators subject to dismissal under a Reduction-In-Force.
9. *Group 9:* An Educator with the fewest number of full-time equivalent years of teaching experience with the District as recorded on CACTUS is in the ninth group of Educators subject to dismissal under a Reduction-In-Force.
10. *Group 10:* In the event that there remain two or more Educators within an affected classification after applying the dismissal-ordering criteria for Groups 1 through 9, the Educator(s) next subject to a Reduction-In-Force shall be determined by a random drawing conducted by the Association UniServ Director and the District's Director of Human Resources.

#### **16-1-4 Notification of Dismissal Pursuant to a Reduction-In-Force**

- 16-1-4-1 As reasonably soon as specific reductions are known; written notice will be provided to the affected Educator(s) via personal delivery or certified mail to the Educator's last-known address as shown on the District's personnel records. Such notice shall indicate that the loss of the Educator'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 §16-1-2-1-1

#### **16-1-5 Rehire Procedures**

- 16-1-5-1 An "Eligible Educator" means an Educator 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 Educator resigns from the District;
  2. The Educator accepts another full-time teaching position within the District; or
  3. The Educator refuses an offer of employment for a position that includes the same or more hours (FTE) as the position the Educator occupied at the time of the Reduction-In-Force.
- 16-1-5-2 The District shall notify an Eligible Educator 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 Educator 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 Educator 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 Educator.
- 16-1-5-3 If an Educator is terminated through a Reduction-In-Force and then rehired during the same contract year, the Educator's salary placement shall remain unchanged. If an Educator is terminated through a Reduction-In-Force and then rehired within fifteen (15) months from the date of the Reduction-In-Force notice, but in the subsequent contract year, the Educator's salary placement at the time of the Reduction-In-Force shall be reinstated along with financial



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benefits provided in accordance with the subsequent contract year's Licensed Negotiated Agreement.

- 16-1-5-4 An Educator 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.