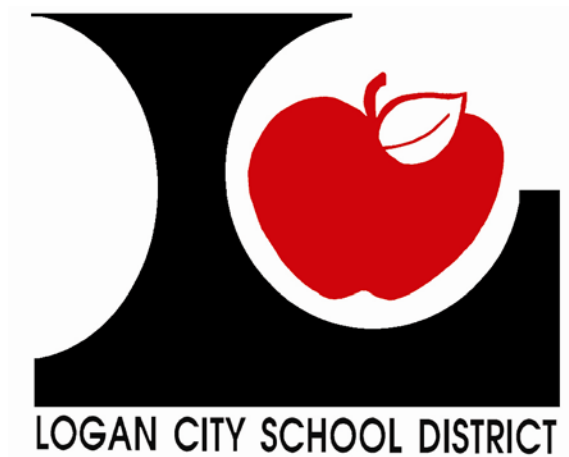


Logan City School District

LICENSED

NEGOTIATED AGREEMENT

2009-10



www.loganschools.org

Approved: November 17, 2009

**LOGAN CITY SCHOOL DISTRICT
LICENSED NEGOTIATED AGREEMENT**

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

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ARTICLE 1
Definition of Terms
Revised November 2009

- 1-1 The terms “District,” “School District,” and “Logan City Public Schools” shall mean the Logan City School District in the State of Utah.
- 1-2 The term “Board” shall mean the Board of Education of the Logan City School District in the State of Utah.
- 1-3 The term “Association” shall mean the professional organization to which more than 50 percent of Educators belong.
- 1-4 The term “Superintendent” shall mean the Superintendent of Schools of the Logan City School District in the State of Utah.
- 1-5 The term “Educator/Educators” shall refer to all regularly assigned personnel who hold positions requiring licensing and who have valid licenses issued to them by the State Board of Education. It shall also refer to Professional/Technical positions including Network Manager, Data System Manager, and Occupational Therapist. —It shall not refer to the Superintendent, Business Administrator, licensed District Administrative staff, and School Administrators.
- 1-5-1 “Career Educator” means 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.
- 1-5-2 “Provisional Educator” means 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.
- 1-5-3 “Part-time Educator” means an Educator who is employed less than .5 of a full-time equivalent. A Part-time Educator is not covered under the provisions of this Agreement.
- 1-5-4 “Temporary Educator” shall mean all Educators who are employed after the first contract day of the school year and all other Educators hired on a limited short-term basis and have no expectation of continued employment.
- 1-6 “Days” shall mean calendar days except where otherwise noted.

- 1-7 The term "School Year" as used in this Agreement shall mean 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.
- 1-8 The term "Seniority" shall be defined as 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 shall not be deemed interrupted service, and will not be added to accumulated years service.
- 1-9 A "Grievance" is a 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.
- 1-10 A "Grievant" shall mean an Educator or group of Educators of their representative organization (Association) filing a Grievance.

ARTICLE 2
General Statement
Revised November 2009

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

ARTICLE 3
Procedural Guidelines
Revised November 2009

3-1 Recognition of Association

- 3-1-1 The Board agrees to recognize the Association as the exclusive representative of all members of the professional staff upon being furnished with satisfactory evidence that a majority of said persons have designated or selected the Association as their representative. An individual Educator shall have the right to present grievances, with or without representation by the Association per the grievance procedure provided. Nothing in this statement shall be so construed as to deprive any individual of his rights under the Utah Right to Work law nor his rights as set forth in Title IV of the Civil Rights Act or provisions that may be applicable to public employees under Section 34-19-1 through 13 and Section 34-20-1 through 13, Utah Code Annotated, 1953, as subsequently amended.
- 3-1-2 Upon receipt of a signed statement from an Employee, 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 The procedures and guidelines 3-2 are followed during the negotiations process, when both teams have been fully authorized by their respective Board or Association to act in good faith and make proposals, counter proposals and to reach tentative agreements.
- 3-2-2 Agreements arrived at in the negotiating process and signed remain tentative* pending completion of an agreement on the entire package. A recommendation is drawn from these tentative agreements and presented to the Board and the Association - for ratification.

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

- 3-2-3 Negotiation teams meet in closed sessions unless otherwise mutually agreed upon in advance. All proposals or counter proposals are channeled through the spokesperson of the negotiating team. The team's present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party the other shall make available for inspection its public records and data pertinent to the subject under negotiation.
- 3-2-4 Information is released to the news media only when jointly prepared releases are mutually agreed upon.
- 3-2-5 Negotiations are conducted at times and places mutually agreeable to the negotiators named by each party.
- 3-2-6 The Board negotiating team is comprised of individuals designated by the Board. The teachers' negotiating team is comprised of Educators of the District and members of the Association. Either party may utilize the services of an outside consultant to assist in negotiations.
- 3-2-7 Either team may caucus if deemed necessary, but a caucus session is not to exceed ten (10) minutes without notifying the other team.
- 3-2-8 The agenda for the next negotiating session is set at the end of each meeting.
- 3-2-9 Tentative agreements of the just completed meeting are read, corrected, and approved for content. The minutes are then re-read and approved at the beginning of the next scheduled meeting.
- 3-2-10 **Joint Study Committee**
- 3-2-10-1 Negotiators for the Board and the Association are empowered to create joint study committees when necessary.
- 3-2-11 **Adopting Agreements**
- 3-2-11-1 Agreements reached through the aforementioned procedure shall be reduced to writing and shall be presented for approval by the Board and the Association and shall be signed by the properly designated officers of the Board and the Association.

ARTICLE 4
Educator Contracts
Revised November 2009

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 of the Logan City School District. Only the Board has the authority to hire and fire unless such authority has been expressly delegated in writing. Educators are encouraged to read their Certified Negotiated Agreement available at www.loganschools.org.
- 4-1-2 The term of employment shall be as specified on the contract.
- 4-1-3 Professional Educators are exempt employees under section 13(a)(1) of the Fair Labor Standards Act of 1938, as amended.

4-2 Resignation

- 4-2-1 Contracts are accepted in good faith by both parties. However, the Board agrees to give due consideration to the Educator's statement of resignation if sent in writing at least thirty (30) days prior to the date of resignation stating clearly the reason for wishing to be released from the contract. Once a contract or letter of employment is signed and less than a thirty (30) day notice is given prior to resignation or the start of the school year, the District will assess a breach of contract penalty of \$1,000. In instances where the release is requested to enable the Educator to accept other employment, the request is granted only if a suitable replacement is available.

4-3 License Responsibility

- 4-3-1 It is the responsibility of Educators to obtain a Utah Teaching License including the renewal of an expired license and to file it with the District Office. The administration, as a courtesy, notifies Educators currently employed before the expiration date of their licenses.

4-4 Personnel File

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

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

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

4-5 Career Employee Status

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

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

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

4-5-4 The Educator receives a letter dated and signed by the Superintendent granting Career Educator status within the District.

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

4-6 Duty-Free Lunch

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

4-7 Preparation Time

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

4-7-2 Preparation time is intended for the purpose of preparing and planning.

Therefore, additional teaching assignments during an Educator's preparation time are not permitted except in rare circumstances as identified below:

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

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

4-8 Attendance at Meetings

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

4-9 District Calendar

4-9-1 A calendar for the School Year is adopted by the Board which includes 180 teaching days and requires an Educator's services to be available up to 183 days. During the first year of service in the District, an Educator is available for a total of 185 days. 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 employees.

ARTICLE 5
Salary Provisions
Revised November 2009

5-1 Salary Schedule

5-1-1 It is mutually agreed that payment of salaries according to a single schedule is to the advantage of all concerned. The salary schedule negotiated by the Board and the Association shall be the only schedule used for the current year-

5-2 Interpretation and Special Provision

5-2-1 "Bachelor's Degree" refers to those who have a Bachelor's Degree from an accredited University or College of Higher Education.

5-2-2 "Bachelor's Degree plus 20 semester hours" refers to those who have completed 20 semester hours of university credit or Utah State Office of Education (USOE) approved credit, after the Bachelor's Degree.

5-2-3 "Master's Degree" refers to those who have completed a Masters 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 credit or Utah State Office of Education (USOE) approved credit.

5-2-4 "Master's Degree plus 30 semester hours" refers to those who have completed 30 semester hours of university credit or Utah State Office of Education (USOE) approved credit after the Master's Degree has been officially awarded.

5-2-5 "Doctorate Degree" refers to those who have completed an approved Doctoral course of study and officially been awarded the degree.

5-3 Grandfather Clause

5-3-1 Educators employed by the Logan City School District during the 2008-09 school year, will remain on their 2008-09 lane indefinitely, or may apply for lane change in accordance with Article XI Salary Provisions of the 2008-09 negotiated agreement through August 31, 2012.

5-3-2 Educators who begin employment by the first day of the 2009-10 school year will be awarded lane placement based on the 2008-09 negotiated agreement. Educators who begin employment after the first day of the 2009-10 school year will be awarded lane placement based on the 2009-10 negotiated agreement.

5-4 Years of Experience and Lane Change

- 5-4-1 Years of experience outside of the District or in a related field is evaluated by the Superintendent. Up to fifteen (15) years, as available on the Educator's designated lane, are granted. Steps twenty (20) and twenty-five (25) may not be granted for initial placement on the Teacher Salary Schedule.
- 5-4-2 Teaching assignments must have been ninety (90) contract days or more and the equivalent of point five (.5) FTE or greater to receive a step on the salary schedule per year, if applicable.
- 5-4-3 College credit and Utah State Office of Education (USOE) CACTUS in-service credit is accepted for Educators desiring to move from one salary lane to another on the District's salary schedule.
- 5-4-4 Educators who have completed sufficient university or CACTUS approved in-service credits to change their status on the salary schedule must complete and submit to Human Resources an Application for Proposed Lane Change form. It is the responsibility of the Educator to submit with the form, an original official transcript of all university or CACTUS approved in-service credits earned to that date, prior to the last working day of the month. Photocopies of transcripts are not accepted. Salary change is effective from the first working day of the month following the submission of required materials. Lane change credit is reflected in the employee's earning statement within six (6) to eight (8) weeks.
- 5-4-5 Educators approved for a lane change receive appropriate steps in accordance with their years of experience in Logan City School District. For example, if an Educator was on Lane 1 Step 10 and had been so for four (4) additional years, the Educator would then move to Step 14 of the new lane.

5-5 Summer School and Extra Responsibility Assignments

- 5-5-1 All summer school teaching and/or professional programs are conducted under the direction and supervision of licensed Educators. The negotiated hourly rate of pay is calculated based on the hourly rate of the third step of the Bachelor's lane and is used for pay on assignments outside of contract hours. Summer school teaching, in a "like position," is paid on the percentage of an eight (8) hour day, at the Educator's "daily rate of pay." Only when Educators within the District are not available or qualified, are other personnel hired for the above programs.
- 5-5-2 All extra-responsibility/coaching assignments and rates are assigned to schools for a site-based decision making process. All schools follow the guidelines outlined below:
 - 5-5-2-1 A school committee, under the direction of the principal, representative of all school areas meets to determine the list of activities to be funded and the respective amounts for each.
 - 5-5-2-2 All such extra-responsibility activities must be outside of the regular

contract time and outside normal contract duties, responsibilities, and expectations.

5-5-2-3 All such extra-responsibility activities must be activities where there are no other funding sources.

5-5-2-4 All proposed extra-responsibility activities are submitted annually to the District Office for review and approval by the Business Office, Association committee representative, and committee chair based on funding and the original intent of the committee. This takes place prior to any expenditure of these funds.

5-5-2-5 Anyone employed for an extra-responsibility position is employed through approved District employment procedures and does not receive payment for services until required procedures are completed. All persons employed are paid through approved District payroll procedures.

5-5-2-6 The funding level for each school is based on the prior year's expenditures plus an increase equal to the negotiated salary increase set annually.

5-5-2-7 The District extra responsibility committee meets at least annually to review this process and make any necessary modifications.

5-5-3 Educators engaged in special projects requested by a District administrator, who render other services beyond their current contract, receive the negotiated hourly rate.

5-6 Internship

5-6-1 Those wishing an internship in the District must submit a letter to the Superintendent with an approved/completed administrative or other course of study prior to September 15 of the school year. The Superintendent is not obligated to guarantee an internship in the District. An approved, paid internship, is paid five-eighths (5/8) of the appropriate step for the Educator on the salary schedule. Internship within the District counts toward steps on the salary schedule but does not count toward years of provisional service.

5-7 Payroll Deductions

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

5-8 Payroll Schedule

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

5-9 Salary Adjustments

- 5-9-1 In the event funds for school operation and maintenance are made available during the year from State or Federal sources which are in excess of the amounts anticipated at the beginning of the year, the salary schedules may be revised and the amount of individual contracts adjusted in such manner as the Board and the Association may at the time determine.
- 5-9-2 Concerns about conditional factors or discrepancies that determine placement on the Educator's 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 on the salary schedule. Any over-payments from the School District also have a statute of limitations of two (2) years.

ARTICLE 6
Transfer and Reassignment
Revised December 2008

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 Transfers and Reassignments

- 6-1-1 Educators desiring a transfer or reassignment may make their desires known by letter to Human Resources by March 1 of the preceding school year. 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, seniority in the school system shall have preference.

6-2 Involuntary Transfers and Reassignments

- 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 administration 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 administration considers the Educator's licensure and endorsement, major and/or minor fields of preparation, area(s) of competence, quality of teaching performance, grade level or subject experience and interest, extra duty assignments, special abilities, ability to collaborate with peers, and length of service with the District.
- 6-2-1-4 An involuntary transfer or reassignment shall be made only after a meeting between the Educator involved and the Superintendent or designee at which time the Educator shall be notified of the reasons thereof. Either party may have a witness or consultant in attendance. If an Educator has been transferred due to declining student numbers or change in class size reduction positions, the option of returning to his or her previous position shall be discussed with the Educator if the position is reopened prior to the start of school.
- 6-2-1-5 Openings in the school system shall be discussed with the Educator(s) involved in the transfer. Educator(s) involved may share interest in existing openings. Administration 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 Administration assigns Educators to fields where they are

prepared to teach. However, when situations beyond the control of the Administration 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
Revised November 2009

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.

7-1 Family and Medical Leave

7-1-1 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).

7-1-2 FMLA Definitions

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

7-1-2-2 The term “employment benefits” means 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.

7-1-2-3 The term “health care provider” means a licensed doctor of osteopathy or medicine.

7-1-2-4 The term “parent” means the natural or adoptive parent of a child or legal guardian who acts in the place of a parent.

7-1-2-5 The term “son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, of a person who acts as parent. A child is: (a) less than 18 years of age; or (b) older than 18 years but incapable of self-care due to mental or physical disability.

7-1-2-6 The term “spouse” means a legal husband or wife.

7-1-2-7 The term “serious health condition” means 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;
or

2. continuing treatments by a health care provider, which includes:
 - a. two visits within the first 30 days of incapacity with the first visit occurring during the first 7 days of incapacity;
 - b. periods of inability to work of more than three (3) consecutive calendar days that also involves treatment two or more times by a health care provider or at least one time which results in a regimen of continuing treatment;
 - c. any period of incapacity due to pregnancy or prenatal care;
 - d. any period of incapacity or treatment due to a chronic serious health condition which:
 - i. requires periodic visits, at least 2 visits per year, for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - ii. continues over an extended period of time (including recurring episodes of a single underlying condition); or
 - iii. may cause episodic rather than a continuing period of incapacity (e.g. , asthma, diabetes, epilepsy, etc.);
 - e. a period of incapacity which is permanent or long-term due to a serious health condition for which treatment may not be effective, such as Alzheimer's disease, severe stroke, or terminal stages of a disease.

7-1-3 **Eligibility**

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

1. the birth of a son or daughter of the Educator and to care for that newborn son or daughter;
2. an expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work;
3. the placement of a son or daughter with the Educator for adoption or foster care;

4. a father, as well as a mother, can take family leave for the birth, placement for adoption or foster care of a child;
5. a spouse, son, daughter or parent who has a serious health condition; or
6. the Educator suffers from a serious health condition that makes the Educator unable to perform the essential functions of that Educator's position.

7-1-3-2 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.

7-1-3-3 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.

7-1-4 **Concurrent Leave**

7-1-4-1 The board hereby designates all paid or unpaid leave for any reason to be counted as part of and included in FMLA leave so that an Educator shall be entitled to no more than the maximum available leave allowed under the FMLA and other types of leave taken together.

7-1-4-2 The District hereby requires an Educator to substitute any accrued sick and personal leave in place of any part of the FMLA leave under this policy. Existing District policy governing appropriate uses of sick and personal leave days are applicable.

7-1-4-3 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.

7-1-5 Foreseeable Leave

7-1-5-1 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.

7-1-6 Employer Notification

7-1-6-1 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].

7-1-6-2 Upon receipt of a written request for FMLA, the District will provide the Educator written notification of the status of the requested leave within five (5) working days.

7-1-7 Spouses of Employees Employed by the District

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

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

7-1-8 Required Medical Certification

- 7-1-8-1 All leave under this policy must be supported by a certification issued by a health care provider.
- 7-1-8-2 The Board hereby designates all qualifying leave as FMLA.
- 7-1-8-3 The medical certification shall be provided at least fifteen (15) days after leave is requested or when the Educator begins unforeseeable leave. The District may require renewal of the certification every thirty (30) days during the period of Family and Medical Leave.
- 7-1-8-4 Certification is sufficient if it states:
1. the date on which the serious health condition commenced.
 2. the probable duration of the condition.
 3. if additional treatments will be required for the condition, an estimate of the probable number of such treatments.
 4. which part of the definition of “serious health condition”, if any, applies to the patient’s condition, and the medical facts which support the certification, including a brief statement as to how the medical facts meet the criteria of the definition.
 5. if medical leave is required for the Educator’s absence from work because of the Educator’s own condition (including absences due to pregnancy or a chronic condition), whether the Educator:
 - a. is unable to perform work of any kind;
 - b. is unable to perform any one or more of the essential functions of the Educator’s position, including a statement of the essential functions the employee is unable to perform, based on either information provided on a statement from the employer of the essential functions of the position or, if not provided, discussion with the 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.
- 7-1-8-5 At its expense, the District reserves the right to obtain a second opinion by a doctor designated by the District.

7-1-8-6 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.

7-1-9 Employment and Benefit Protection

7-1-9-1 An employee 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.

7-1-9-2 No benefit accrued prior to taking leave shall be lost as a result of taking leave under this policy.

7-1-9-3 The Educator shall not accrue any seniority or employment benefits during any period of leave.

7-1-9-4 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 employee, son, daughter, or spouse, then the District may recover the insurance premium paid for maintaining coverage for the Educator during the leave period.

7-1-10 Other Provisions

7-1-10-1 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.

7-1-10-2 Intermittent medical leave is available upon certification of medical need, but the District may transfer the Educator temporarily to an equivalent alternate position.

7-1-11 End of School Year Procedures

- 7-1-11-1 If the Educator begins FMLA leave more than five (5) weeks prior to the end of the school year, the Educator must continue taking unpaid leave until the end of the school year if the leave requested is of at least three (3) weeks duration; and the return to employment would occur during the week period before the end of the school year.
- 7-1-11-2 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.
- 7-1-11-3 If the Educator begins leave for reasons other than personal serious health condition during the period that commences three (3) weeks prior to the end of the school year and the leave is greater than five (5) working days, then the Educator must continue to take unpaid leave until the end of the school year.

7-2 Sick Leave

- 7-2-1 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. (A review committee, composed of the Superintendent or designee and the Association Executive Committee, review, as often as necessary, requested extensions and give approval or disapproval in writing. Extra days, not so approved, are considered as leave without pay.)
- 7-2-2 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.
- 7-2-3 Once an Educator has used more than ten (10) days sick leave within a school year, medical certification may be required each day thereafter.
- 7-2-4 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.
- 7-2-5 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.

- 7-2-6 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.
- 7-2-7 Substitutes shall be employed and paid by the Board and not by the Educator. The Educator must notify Kelly Services and the building principal to secure a substitute. Educators should not arrange for a relative as a substitute. Relatives under Section 2-3-1 of Utah Code Annotated are defined as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. This policy is to comply with Utah Nepotism and Ethics legislation.
- 7-2-8 If the Educator's absence results from an on-the-job injury, and he/she receives reimbursement for lost wages from Worker's Compensation, the District provides additional funding to equal the Educator's rate of pay.
- 7-2-9 An Educator is entitled, upon written application to Human Resources, to sick leave to be used for childbirth and recuperation. Accumulated sick leave and personal leave may be used for this purpose up to six (6) weeks immediately following the birth of the baby. When all leave is exhausted, the leave is without pay and the full cost of the Educator's daily pay rate is deducted. Complications in the course of pregnancy are covered under section 7-2-4 on illness/disability. Leave to care for an infant falls under the provisions of the FMLA (See 7-1) and is leave without pay. Leave to care for an ill child is covered under policy 7-2-1.
- 7-2-10 An Educator who is pregnant may continue in active employment up to her certified delivery date provided she is able to properly perform her required functions as determined by the Educator, her physician, and the principal and/or supervisor.
- 7-2-11 An Educator whose wife has delivered a baby, or who has adopted a baby may take sick leave for this purpose as covered in section 7-2-1.
- 7-2-12 An Educator adopting an infant child shall be entitled to use up to ten (10) days sick leave commencing with legal documentation of placement of the child in the Educator's home.
- 7-2-13 Educators eligible for sick leave benefits under this policy who retire or voluntarily leave employment with Logan City School District shall be compensated by the Board for accumulated sick days at a rate of .0021 times the third step of the bachelors lane 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 Step 3, Lane 1 base salary:	\$ 33,876.00
Sick leave payout rate (.0021 times base):	\$ 71.12 per day
Payout percentage based on years employed:	75%
Daily payout:	\$ 53.35
Total sick leave days unused:	65
Total sick leave payout:	\$ 3,468.06

7-3 Bereavement Leave

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

7-4 Personal Leave

7-4-1 An Educator is allowed four (4) days per school year for personal leave. If the contract term is not completed, the number of personal days given is prorated for the time worked. An Educator, who has less than fifteen (15) years of full-time contract teaching experience in the District, may carry over three (3) unused personal days in a given year totaling seven (7) days per year. An Educator with fifteen (15) or more years of full-time contract teaching experience in the District is able to accumulate an unlimited number of personal leave days. These days may be used for personal reasons. The time when these days may be used is left to the discretion of the Educator, with the following exceptions:

7-4-1-1 Personal leave shall not be taken on the first (1st) or last two (2) weeks of the regular school year, except by authorization of the principal.

7-4-1-2 It is the responsibility of each Educator to give the principal notification by 8:00 a.m. the day prior to the personal leave. The Educator must have adequate lesson plans for a substitute for the day(s) of leave. A copy is filed with the principal.

7-4-1-3 If an Educator, as defined in 7-4-1, has less than fifteen (15) years of experience and chooses not to use personal leave days above the three (3) days that can be carried over to the following year, the

District deposits an amount equal to the cost of a certified substitute for unused days into the Educator's 401K account.

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

7-4-1-5 An Educator retiring from the District has the option to convert all personal leave days to their 401K account or a payout through payroll for the equal amount. An Educator, as defined in 7-4-1, leaving District employment has the option of converting personal days in excess of three (3) to either their 401K account or receive a equal payroll payment.

7-4-2 When an Educator takes personal leave, the Board shall pay the cost of the substitute. If an Educator is absent beyond the accumulated personal leave days, the leave is without pay and the Educator's daily rate is deducted from the salary. Leave without pay is only to be taken when all other leave is exhausted and with prior written authorization of the Superintendent or designee.

7-5 Absence Without Pay

7-5-1 If an Educator is absent beyond the accumulated personal leave days, the absence is without pay and the Educator's daily rate of pay and equivalent insurance premiums are deducted from the salary.

7-5-2 A day of absence without pay is only to be taken when all other personal leave is exhausted and requires prior written authorization of the Superintendent or designee. Such absenteeism may be addressed through corrective discipline.

7-6 Sabbatical Leave

Sabbatical leave is provided under the following regulations:

7-6-1 Applicants must have completed a minimum of six (6) consecutive years of professional experience with the District before being eligible for a sabbatical leave.

7-6-2 Educators may submit a letter of application to the Superintendent by March 1 of the year in which the sabbatical leave is to begin. No person shall be given such leave of absence more than once in seven (7) years. The final selection and

notification of those to receive sabbatical leave is to be made by the Superintendent based upon criteria jointly determined by the Association and the Board by March 15.

- 7-6-3 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.
- 7-6-4 Those Educators granted sabbatical leave shall receive fifty (50) percent of their present salary for one (1) year of leave. A committee organized by the Superintendent selects the person where two or more candidates make application. Payment is made and agreed upon by the contract, which includes leave, salary, and insurance. Only one sabbatical leave is awarded per year.
- 7-6-5 A person who accepts a sabbatical leave of absence must signify intention of returning to the District for one (1) year. Such person is assured reemployment, and upon return, the Educator shall be placed on the appropriate step on the salary schedule as though such Educator had not been on leave.
- 7-6-6 In case 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 attending school are to be returned to the Board in full.
- 7-6-7 All Educators on sabbatical leave are entitled to Health and Accident Benefits provided by the Board at the expense of the Board.
- 7-6-8 A year of sabbatical leave shall be counted as a year's teaching experience on the salary schedule.

7-7 Leave of Absence

- 7-7-1 A Career Educator may take a partial or full year leave of absence without pay once every three (3) school years.
- 7-7-2 During the school year, Career Educators 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 the Human Resources thirty (30) days prior to the proposed commencement of the leave.
- 7-7-3 When Career Educators wish to take a leave of absence without pay and benefits for the next school year, they must make a written request to the Human Resources prior to March 1 of the current school year in which the request is made.
- 7-7-4 Educators returning from a leave of absence without pay are entitled at the end of the leave to a position for which they are appropriately certified. Upon returning they will receive the same level of benefits as when the leave was granted; namely, steps on the pay scale, accrued sick leave benefits, and insurance granted by the

policies in effect upon their return.

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

7-8 Professional Leave

- 7-8-1 Professional 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.

ARTICLE 8
Grievance Procedure
Revised November 2009

8-1 Purpose

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

8-2 General Provisions

- 8-2-1 This procedure is to provide all Educators equitable solutions for alleged violations, misinterpretations, or inequitable applications of local School District policies or practices relative to provisions of Federal anti-discrimination legislation.
- 8-2-2 The Board recognizes that each Educator has the right to use any appropriate channels of communication through which a Grievance may be presented, reviewed, and equitably resolved within a specified period of time.
- 8-2-3 Educators are entitled to “due process” by having their Grievance reviewed by higher authority without fear of retribution, reprisal, or recrimination as a result of having presented a Grievance or having been a party in interest in the Grievance procedure.
- 8-2-4 Educators have the right to self-representation or are entitled to be represented by the party(ies’) Association representative or legal counsel, if desired. Twenty-four (24) hour advanced notice is required if either party intends to have representation or legal counsel in attendance.
- 8-2-5 The Grievance procedure shall be kept confidential and all documents, communication, and records relating thereto are maintained in a separate Grievance file.
- 8-2-6 If a meeting to process a Grievance is scheduled during the normal working day, the Educator and all District participants suffer no loss in pay.
- 8-2-7 The number of days specified in this procedure may be extended by mutual agreement between the Board and the Grievant or their designee.
- 8-2-8 Nothing in this procedure shall be construed to limit the right of the Board or the Grievant to appeal to an appropriate court of law.

8-3 Procedure

8-3-1 Step One - Oral Grievance

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

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

8-3-2 Step Two - Written Grievance

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

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

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

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

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

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

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

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

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

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

ARTICLE 9
Orderly Termination
Revised November 2009

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

9-1-1 Educators may be suspended or dismissed for cause under the provisions of the School Termination Procedures Act, Title 53A, Chapter 8, Utah Code Annotated, 1953, as amended or any violation of the Utah Education Standards – R277-515. Procedures for disciplinary action, up to and including termination, are found in the district’s Corrective Discipline Policy.

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

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

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

9-2 Suspension Procedures and Reinstatement of Lost Pay

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

9-3 Termination During Contract Term for Unsatisfactory Performance

- 9-3-1 If a Career Educator is terminated during contract term or if his/her contract is nonrenewed beyond the then current school year due to unsatisfactory performance, the unsatisfactory performance must be documented in at least two evaluations by an administrator at any time in the preceding three (3) years in accordance with District policies or practices. Such evaluations may be conducted at any time by an administrator that is reasonable to assess the Educator's performance.
- 9-3-2 If the District intends not to renew the contract of a Career Educator for reasons of unsatisfactory performance it shall:
1. notify the Career Educator at least thirty calendar (30) days prior to issuing a notice of intent not to renew the Career Educator's contract that continued employment is in question and the reasons for anticipated non-renewal.
 2. provide to the Career Educator thirty calendar (30) days in which to correct the problem.

3. the Board may in its discretion, grant the Career Educator assistance to correct the deficiencies, including informal conferences and the services of school personnel within the District.
4. nothing in this agreement shall be construed to require the Career Educator's compliance in the completion of evaluations.

9-3-3 When the District intends to terminate an Educator's contract during the contract term for unsatisfactory performance, the District gives prior written notice of such intent served by personal delivery or by certified mail addressed to the Educator's last known address as shown on the records of the District. Such termination notice states the date of termination and the reason(s) and cause(s) for termination and advises the Educator that he/she may request in writing an informal conference with the Superintendent to discuss the matter if requested within ten (10) days of receiving the termination notice. Termination notice is delivered or mailed at least thirty (30) days prior to the proposed date of termination. Termination notice shall advise the Educator that he/she has the right to a fair hearing and that the hearing is waived if it is not requested within fifteen (15) days after the notice of termination was either personally delivered or mailed to the individual's most recent address as shown on the records of the District. The notice shall state that failure of the employee to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that right and that the District may then proceed with termination without further notice.

9-4 Termination During Contract Term for Just Cause

9-4-1 When the District intends to not renew Career Educator's contract or to terminate a Career or Provisional Educator's contract during the contract term for "Just Cause", the District gives prior written notice of such intent served by personal delivery or by certified mail addressed to the Educator's last known address as shown on the records of the District. Such termination notice states the date of termination and the reason(s) and cause(s) for termination.

9-4-2 Termination notice is personally delivered or mailed at least thirty (30) calendar days prior to the proposed date of termination. The termination notice shall state that failure of the employee to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that right and that the District may then proceed with termination without further notice.

9-5 Nonrenewal of Provisional Educators

9-5-1 A Provisional Educator is not entitled to employment beyond the end of the term of the present one (1) year contract. Termination of Provisional Educators during the contract term or cause is governed by Orderly Termination Procedures (9-1).

- 9-5-2 The District shall notify a Provisional Educator at least sixty (60) days before the end of the Provisional Educator's contract if the Provisional Educator will not be offered a contract for a subsequent term of employment. Because Provisional Educators do not have an expectation of continued employment, they do not have a right to grieve the decision not to renew employment and do not have a right to a fair hearing.
- 9-5-3 In the absence of timely notice (9-2-2), Provisional Educators are deemed to be reemployed for the succeeding contract term with a salary based upon the applicable teacher salary schedule. A Provisional Educator whose contract of employment is renewed following his/her third or fourth year of continuous employment becomes a Career Educator.

9-6 Procedural Due Process

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

9-6-1-1 A notice of intention not to renew the contract of a Career Educator or of an intention to terminate the contract of a Career or Provisional Educator during the contract term must advise the Educator that he/she may request an informal conference before the Superintendent. The request for informal conference must be made in writing and delivered to the Superintendent within ten (10) days of the receipt of the notice of intention not to renew or notice of termination during the contract term. The informal conference will be held as soon as is practical. Suspension pending a hearing may be granted pursuant to 9-1-3.

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

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

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

9-6-3 Right of Educator at a Hearing

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

9-6-4 Decision

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

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

9-6-5 Failure to Give Timely Notice

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

9-7 Personnel Records

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

9-8 Court Appeals

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

9-9 Reduction-In-Force – Revised February 2010

9-9-1 Reduction-In-Force shall only occur if there is (1) decline in student enrollment in the District, department, school, or grade level, (2) a need to discontinue a particular service, (3) a shortage of anticipated revenue after the budget has been adopted, (4) school consolidation mandated by the Board, or (5) a projected decline in revenue.

9-9-1-1 Before a Reduction-in-Force is implemented, consideration will be given, but not limited to, attrition, volunteers, retirement, and furlough options.

9-9-2 Reduction Procedure

9-9-2-1 If the Board decides to reduce the number of licensed educators, priorities will be based on the program and staffing needs which best serve the students in the district.

9-9-2-1 Licensed Educators will be grouped according to current K-6, 7-12, Special Education, or ESL assignment. To be retained, an Educator must have proper licensure, major/minor field of preparation, and necessary endorsements. An Educator affected by Reduction-in-Force will replace the Educator with the least seniority in any other subject area for which the first educator has proper licensure, major/minor field of preparation, and necessary endorsements; however, seniority does not apply to an Educator who has received a letter(s) of written reprimand as part of corrective discipline within the past 12 months of the date the Reduction-in-Force is announced. In such case, the Principal and Superintendent will determine if retaining such Educator would best serve the students in the District.

9-9-2-2 If two or more Educators have the same seniority according to length of employment, then the person having the greater number of post graduate university and State Office of Education CACTUS inservice credit is deemed more senior.

9-9-2-3 Any career Educator affected by a Reduction-in-Force will receive a letter from the District stating the loss of their position was due to Reduction-in-Force.

9-9-3 **Rehire Procedures**

- 9-9-3-1 All Educators shall be recalled for vacancies in reverse order of the Reduction-in-Force and must have proper licensure, major/minor field of preparation, and necessary endorsements to be recalled. The District shall notify the eligible educator via certified letter to the address on file at the District. The offer of reemployment shall advise the Educator that he/she has seven (7) calendar days after the date the letter is postmarked to accept or reject the offer of reemployment. Acceptance of such offer must be provided directly to the Director of Human Resources. Offers not accepted by the seventh (7th) day are deemed rejected. Failure to accept the first offering shall relieve the Board of any further responsibility to the Educator.
- 9-9-3-2 If an Educator is terminated through Reduction-in-Force and then rehired during the same contract year or in the subsequent school year, the Educator's salary step and lane placement shall remain unchanged. An Educator rehired following a Reduction-in-Force shall have leave benefits which existed at the time of termination reinstated except those benefits for which compensation was received at the time of termination.

ARTICLE 10
Insurance Provisions
Revised November 2009

10-1 Health and Accident Insurance

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

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

10-2 Long Term Disability/Term Life Insurance

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

ARTICLE 11
Early/Retirement Provisions
Revised November 2009

Early/Retirement refers to those Educators seeking either early or regular retirement from the District.

11-1 Definition

11-1-1 For the purpose of early retirement, Educator is defined as a certificated/licensed Educator under contract with the District.

11-2 Purpose of Early Retirement

11-2-1 To provide an early retirement program for eligible professional Educators who have generated seventy-five (75) points and wish to leave the employment of the District.

11-3 Policy Statement for Early Retirement

11-3-1 Early retirement is for Educators who have met all requirements with the District and satisfied the point system used in establishing eligibility.

11-3-2 Early retirement salary and benefits 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 agree to be bound by provisions of the Utah State Retirement System.

11-4 Eligibility for Early/Retirement

11-4-1 All professional Educators with the District, who accumulated age and years of service equal seventy-five (75) points, with at least fifteen (15) actual contract years of experience with the District, are eligible under provisions of this policy.

11-4-2 Service prior to early retirement must be computed to be full employment based on 183 days constituting one (1) full year of employment generating one point of the required seventy-five (75) points. Service less than full-time is computed in the following manner:

Example: a one (1) year contract at seventy-five (75) percent employment computes to .75 of the point when determining early retirement eligibility.

11-4-3 The age of the Educator provides one for one: sixty (60) years of age yields sixty (60) points.

11-4-4 Periods of leave taken without pay, or paid sabbatical leave, do not count toward years of service when counting points.

11-5 Procedures are as follows

11-5-1 The Educator reviews eligibility requirements with the District Business Administrator.

11-5-2 At least two (2) months prior to the intended date of termination, the Educator desiring to participate in the early retirement program must advise the principal or supervisor in writing.

11-6 Early/Retirement Salary Calculation

11-6-1 The Educator receives an amount equal to fifty (50) percent of the difference between the current Bachelor's Step 1, Lane 1, and the base salary plus any amounts received for extended contract days during the immediate preceding last full year of employment.

11-6-2 Educators approved for the District's early retirement program that select monthly payments receive their first payment commencing with the first regular pay day of the new fiscal year. Those choosing semiannual, or lump sum payments, receive payments upon request limited to the annual amount due per calculation as in 11-6-1.

11-6-3 Upon death of the retired Educator, the designated beneficiary on the District's early retirement form receives any amount still due on sick leave and early retirement payments.

11-7 Medical Coverage and Pay Out

11-7-1 The Educator receives one or two party medical coverage with the existing District group health insurance program.

11-7-2 All medical insurance coverage is subject to change, as negotiated yearly. Retiring Educators receives the same group medical benefits, as negotiated yearly.

11-7-3 A retired Educator leaving employment of the District after meeting eligibility requirements for the District's early or state retirement shall be paid by the Board at a rate of .0021 times the third step of the bachelor's lane on the current salary schedule for the number of sick leave days (maximum 150) accrued.

11-8 Extended Medical Coverage

11-8-1 Educators may wish to convert their sick leave accumulation to extended medical coverage upon requesting early retirement. The coverage includes:

1. up to two (2) years, or until the Educator's pay-out bank is exhausted.
2. only accumulated sick leave pay-out funds may be used to extend the insurance coverage for the Educator.
3. one or two party coverage is stated at the time the pay coverage begins.
4. the option plan for converting sick leave days into insurance coverage is at the rate of .0025. The insurance coverage is under the group plan and the retired Educator is charged the same group rate. This coverage goes beyond the four (4) years already provided by the District. (Example: .0025 x 3 step of the Bachelors current salary schedule x total sick leave accumulation equals amount available for extended insurance coverage.) This extended coverage must be used immediately following termination of District funded coverage under 11-7-1. Insurance coverage must always include the Educator, (either one or two party coverage) and can not be used to only cover spouse or dependents. (Refer to 11-6-3)
5. in the event of the Educator's death, the mutual death beneficiary, as stated, receives the remaining accrued sick leave funds at the rate of .0021 x third step: section 11-7-3.

11-9 Mutual Death Benefits

11-9-1 The District's mutual death benefits program is not available to Educators who enter the District's early retirement program.

11-10 Other Services Rendered/Personal Leave, etc.

11-10-1 No payments for unused personal/extra assignment emergency leave is made or any additional compensation for service beyond the stated contracted base salary.

11-11 Overruns on the Retirement Fund

11-11-1 The District and the Association assess the cost replacements and payments made to retired Educators in an effort to maintain a financial balance in the retirement budget. In the event an excessive draw is placed on the early retirement budget, a representative of the Association and the District review the early retirement program; and if necessary, make the adjustments for cost containment.

11-12 Conversion to Retirement Service Credits

- 11-12-1 An Educator, as defined in section 11-1, who qualified and has opted to retire under the District's early retirement program, shall be allowed to purchase retirement credits with the Utah State Retirement Office in accordance with section 49-3-410, Utah Code Annotated 1953. This policy is for Educators who have between twenty-five (25) and thirty (30) years of retirement service credits with the State Retirement System. An Educator can purchase a maximum of two (2) years of retirement service credits under this provision.
- 11-12-1-1 This District policy is not intended to modify or supersede any provision of section 49-3-310.
- 11-12-1-2 An Educator can choose to have amounts due under provisions of the early retirement program remitted to the Utah State Retirement Office for the purchase of two (2) years retirement service credit.
- 11-12-1-3 This includes any or all amounts due the Educator under section 11-6 and 13-8. This applies to payment for unused sick leave and annual salary only. It does not include a conversion of any medical insurance premiums covered under section 11-7.
- 11-12-1-4 An Educator can choose to use any or all amounts due under section 11-2-3 for the purpose of purchasing up to two (2) years retirement credits, with any unused amount remaining due and payable according to 11-6-2.
- 11-12-1-5 The five (5) percent qualification required by law is assumed to be met by using funds due the Educator to purchase these credits.
- 11-12-1-6 The number of years of retirement service credit purchased may not exceed the number of years required by the Educator to retire with no actuarial reduction.
- 11-12-1-7 The Educator must retire after the purchase of retirement service credit is made.
- 11-12-1-8 The purchase price for the retirement service credit shall be calculated and paid for as provided by the Utah State Retirement Office.

For Example: An Educator retiring at age sixty (60) with twenty-eight (28) years of retirement service credits and on the step twenty-

five (25) of the Masters salary schedule would be entitled to the following:

Salary	\$58,500
Quality Teaching	\$ 2,076
Total	<u>\$60,576</u>

BS-1 Salary	\$33,012
Difference	<u>\$27,564</u>

Yearly Stipend (1/2) x 4 Years	\$55,128
Sick Leave Payout @ 100 Days	\$ 7,366
TOTAL AVAILABLE	<u>\$62,494</u>

Cost to Purchase Retirement (Estimate for two (2) years): \$29,870

Balance to be paid as per provisions of this policy:	\$32,624
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ARTICLE 12
Committee Representation
Revised November 2009

12-1 Committee Representation

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

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

ARTICLE 13
Paraprofessionals
Revised November 2009

13-1 Paraprofessionals

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

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

ARTICLE 14
Professional Freedoms
Revised November 2009

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 employee permitted to advocate the overthrow by force of any segment of government of the nation, nor is any employee 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 employee 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 employees 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 employee to become a candidate for a public or political office. In case of election or appointment to such an office, it shall be the duty of the Board to grant a leave of absence. In case such political activity does not interfere with the Educator's regular school duties, it shall be the obligation of the District to pay the entire salary during the term of office. If, in the opinion of the Board, the political activity has partial interference with the Educator's duty to the District, the Board and the Educator concerned shall mutually agree upon the salary to be paid to the Educator while campaigning for or occupying public office.

ARTICLE 15
Evaluation
Revised November 2009

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. A systematic and progressive process for appropriate intervention and discipline is outlined in Logan District's Employee Relations and Corrective Discipline Handbook.