

**Nebo School District
CERTIFIED EMPLOYEES AGREEMENT**

covering the period

July 1, 2008 to June 30, 2009

AN AGREEMENT

between

**THE BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT**

and

THE NEBO EDUCATION ASSOCIATION

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1. Definitions

- 1.1. The term "Board," as used in this Agreement, shall mean the Board of Education of the Nebo School District in Utah County, State of Utah.
- 1.2. The term "Association," as used in this Agreement, shall mean the Nebo Education Association.
- 1.3. The terms "School District" or "District," as used in this Agreement, shall mean the Nebo School District in the County of Utah, State of Utah.
- 1.4. The term "Superintendent," as used in this Agreement, shall mean the Superintendent of schools of the Nebo School District in Utah County, State of Utah.
- 1.5. The term "Association President," as used in this Agreement, shall mean the president of the Nebo Education Association.
- 1.6. The term "School Year," as used in this Agreement, shall mean the period of time from the first day of opening institute through the closing of the schools of the District as established by the official school calendar.
- 1.7. The term "Educator" shall mean any professional person who is employed by the District to perform educational services requiring certification by the Utah State Board of Education, who holds a valid certificate for his/her position, and who is not expressly excluded from this Agreement by the terms of [Article 3 (or by specific language in other Articles)].
- 1.8. The term "Working Day," as used in this agreement, shall mean any calendar day on which twelve-month employees are required to be on the job.

2. General Provisions

- 2.1. This Agreement shall be deemed to be a part of each individual Educator's contract by reference.
- 2.2. It is the policy of the Board not to discriminate against any Educator in employment related matters on the basis of: (a) race, color, national origin, sex, religion or pregnancy, as such protected classes are defined in the Civil Rights Act of 1964 (Civil Rights Act) and the Utah Anti-Discrimination Act (UADA); (b) disabilities, as such protected class is defined in the Americans with Disabilities Act of 1990 (ADA) and the UADA;

(c) age, as such protected class is defined in the Age Discrimination in Employment Act of 1967 (ADEA) and the UADA; (d) status as a veteran of the Vietnam Era, as such protected class is defined in the Vietnam Era Veteran's Readjustment Act of 1974 (VEVRAA); (e) and any other legally protected class(es) as defined by applicable state and federal law.

- 2.3. It is the policy of the Association to admit persons to membership without discrimination on the basis of race, color, national origin, sex, religion, or pregnancy, as such protected classes are defined in the Civil Rights Act of 1964 (Civil Rights Act) and the Utah Anti-Discrimination Act (UADA); (b) disabilities, as such protected class is defined in the Americans with Disabilities Act of 1990 (ADA) and the UADA; (c) age, as such protected class is defined in the Age Discrimination in Employment Act of 1967 (ADEA); (d) status as a veteran of the Vietnam Era, as such protected class is defined in the Vietnam Era Veteran's Readjustment Act of 1974 (VEVRAA); and any other legally protected class(es) as defined by applicable state and federal law.
- 2.4. The Association has the same right as any other group to request that a particular item be placed on the agenda for a School Board meeting. This request is made to the Superintendent, who will set the time and place for this matter and notify the Association.
- 2.5. Items of grievance that are subject to the grievance procedure as described herein shall not be placed on the agenda unless that required step is reached in the procedure.
- 2.6. The Superintendent will provide the Association President with the agenda and information as to the subjects being considered at the next official School Board meeting.
- 2.7. No change, revision, alteration or modification of this Agreement in whole or in part shall be valid during the term of this Agreement unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- 2.8. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Utah.
- 2.9. The Board and the Association recognize that the Board has certain powers, discretion 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, if any provision of this agreement or any application of this agreement to any Educator covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

- 2.10. In case of direct conflict between the express provisions of this Agreement and Board or Association practice, procedure, custom or writing, the provisions of this Agreement shall control.
- 2.11. The District agrees to make this Agreement available on the District web page for easy access by employees. It is agreed that this would not preclude the printing of this Agreement Book.

3. Recognition

- 3.1. It is agreed that all members of the instructional staff of the Nebo School District constitute what the parties hereto believe to be an appropriate unit for purposes of negotiating terms and conditions of employment as contemplated by Section 34-20-9, Utah Code Annotated, 1953. The Board agrees to recognize the Association as the exclusive representative of all members of said instructional staff upon being furnished with satisfactory evidence that a majority of said members have designated or selected the Association as their representative, as contemplated by Section 34-1-9, Utah Code Annotated, 1953; provided, however, that any individual member of said instructional staff or group of said members shall have the right at any time to present grievances to the Board; and provided further, nothing herein shall be so construed as to deprive an individual of his/her rights under Chapter 16, Title 34-34-1 through 34-34-17, Utah Code Annotated 1953 (Utah Right to Work Law). It is agreed that the instructional staff shall not include the following:

- 3.1.1. Administrative Assistants;
- 3.1.2. Directors;
- 3.1.3. Assistant Principals;
- 3.1.4. Nurses;
- 3.1.5. Assistant Superintendents;
- 3.1.6. Principals;
- 3.1.7. Classified Employees;
- 3.1.8. Superintendent;
- 3.1.9. Clerk of the Board;

- 3.1.10. Supervisors; or
- 3.1.11. Coordinators

- 3.2. Association Recognition. See Nebo School District Board of Education Policy #GBA “Employee Relations”.
- 3.3. No Strike. The Association agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the District after the members have accepted individual contracts of employment. The parties agree that the withholding of individual contracts until the completion of negotiations shall not be termed a strike.

4. Annual Negotiations

- 4.1. After approval and execution of this Agreement and upon request by the Association, each year during the term of this Agreement, the Board and the Association will meet to negotiate.
- 4.2. In an effort to settle negotiations as early as possible, non-money items will be considered starting on November 1 and every effort will be made to settle these issues by March 31. Money items will then be considered starting April 1.
- 4.3. If the Board and the Association fail to come to agreement in contract negotiations, the Nebo School District will follow Utah State Code Section 53a-6-401-402 for impasse, mediating and fact-finding.
- 4.4. Each year, after negotiations are settled, a booklet will be published containing all agreements between the Board of Education of Nebo School District and the Nebo Education Association. The District agrees to publish said booklet and, if negotiations are settled and ratified by both parties before July 31, it will be completed by the opening of school. If ratified after July 31, then it will be published in four weeks

5. Career Regulations

- 5.1. Purpose. Tenured Educators may expect to remain in the employment of the School District until such time as they may retire, unless they are otherwise notified in accordance with the provisions of this regulation.
- 5.2. Definitions. Unless a different meaning is plainly required by the context, the following words and phrases shall have the

following meanings:

- 5.2.1. "Contract Term" or "Term of Employment" shall mean the period of time for which an Educator is engaged by the School District pursuant to his/her contract of employment, whether oral or written, and in the case of Tenured Educators shall include the right to employment during the succeeding year pursuant to his/her option to renew the contract of employment.
- 5.2.2. "Dismissal" or "Termination" of Tenured Educators shall mean:
 - 5.2.2.1. Any ending of employment of an Educator by action of the Board; or
 - 5.2.2.2. The revocation of a Tenured Educator's option to renew his/her contract for a succeeding year.
- 5.2.3. "Change of Assignment" shall mean any interschool or intraschool change in position of an Educator.
- 5.3. Classification. The teaching and professional personnel of this District shall be classified as follows:
 - 5.3.1. "Tenured Educators" shall be comprised of all teaching and professional personnel who continue to hold valid certificates issued by the Utah State Board of Education and who have completed the required service as "non-Tenured Educators" in Nebo School District, as defined below.
 - 5.3.2. "Non-Tenured Educators" shall be comprised of all teaching and professional personnel who are holders of a valid certificate issued by the Utah State Board of Education, but have not completed the required years of service in Nebo School District, as outlined below:
 - 5.3.2.1. An Educator with two or more year's previous teaching experience will remain as a "Non-Tenured Educator" for one year before being recognized as a "Tenured Educator." If the principal deems it necessary for the benefit of the District and the Educator to allow a second year of probation, it may be granted upon the request of the principal and approval of the Superintendent. In this instance, the Educator and the Association will be notified by

March 15.

5.3.2.2. An Educator with one year prior experience will remain as a "Non-Tenured Educator" for two years.

5.3.2.3. A beginning Educator must complete three full years as a "Non-Tenured Educator."

5.3.2.4. "Non-Tenured Educators" shall include, but not be limited to holders of letters of authorization, interns and other paraprofessionals.

5.4. Employment Period of Tenured Educators. Tenured Educators of the District shall consider themselves re-employed for each succeeding year unless notified by the Board in the manner hereinafter provided. In the absence of an employment contract which expressly provides otherwise, a Tenured Educator shall be deemed to be employed on the following basis:

5.4.1. The contract of employment shall extend for the period of the school year.

5.4.2. As an additional consideration, the Tenured Educator has the option to renew, each year, his or her current contract of employment for the succeeding school year. This option shall become irrevocable while this Agreement is in effect, on or after April 15, of the applicable year, but may be revoked prior to that date by the Board only in the manner herein provided. The Tenured Educator shall exercise this option to renew the contract of employment in the manner and time herein provided.

5.4.3. Should this Agreement not be extended or a new agreement negotiated, the April 15 option and deadline shall expire with the expiration of this Agreement.

5.4.4. A contract of employment for the current school year may be terminated for cause in the manner hereinafter provided.

5.4.5. Thirty Days' Notice. A teacher choosing to terminate their obligation to said contract prior to the end of the school year must give the District thirty days' prior notice. If the District can find adequate replacement it may, at its discretion, shorten the thirty-day requirement.

- 5.4.6. Letter of Intent. A Letter of Intent cannot remain questionable beyond April 15. A decision to accept the contract or refuse it will be made in writing by that date.
- 5.5. Changing Status to a Tenured Educator. The change of status to a Tenured Educator occurs in the fall at the beginning of a given school year after completing the required number of years of satisfactory service as a Non-Tenured Educator, as defined above.
- 5.6. Employment Period of Non-Tenured Educators. Unless a contract of employment shall expressly provide otherwise, a Non-Tenured Educator shall be deemed to be employed for a period of one school year. Each Non-Tenured Educator may deem himself or herself to be re-employed for the succeeding year only in the manner hereinafter provided.
- 5.7. Notice of Non-renewal of Contract for a Non-Tenured Educator. If the Board determines not to re-employ a Non-Tenured Educator for an ensuing term, notice of such intention shall be given to the said Educator in writing by personal delivery or by verified mail by March 15. Said notice shall contain the date of its execution and a clear and concise statement that the Educator's contract will not be renewed for the coming school year. (Notice will include a statement allowing for an informal hearing.)
- 5.8. Salary Schedule. Both the Tenured Educator's salary for each succeeding year of employment and the salary under a renewed contract for the Non-Tenured Educator shall be based upon the salary schedule which is adopted by the Board for the ensuing school year.
- 5.9. Duties. Said employment and contracts shall also call for duties, hours and other terms generally adopted and applicable to the class of personnel into which the Tenured or Non-Tenured Educator falls for said ensuing school year.
- 5.10. Renewal of Contracts. Each year following the conclusion of negotiations between the Board and the Association, the procedure for renewing contracts is as follows:
- 5.10.1. The Board shall deliver or mail to each Educator a contract document which shall also give notice of the proposed specific salary for the ensuing year, based upon the negotiated salary schedule.

- 5.10.2. A Tenured Educator and a Non-Tenured Educator shall exercise his/her right to renew his/her contract of employment for the succeeding year by delivering or mailing a signed contract to the District Office within fifteen (15) working days of the receipt of said contract document. If the employee fails to do so, termination for cause may be initiated at the discretion of the Superintendent.
- 5.10.3. Termination. The Board shall not terminate a Tenured Educator during the contract term or revoke a Tenured Educator's option to renew his/her contract for the succeeding school year unless he/she is terminated for cause or unless he/she is given the notice as is hereinafter provided.
- 5.11. Preferential Consideration. Other personal qualifications being substantially equal, Educators within the District holding a Masters or Doctors degree shall be given preferential consideration by the Board in considering those to be offered advancement.
- 5.12. Part-time Professional Contracts
- 5.12.1. When a contract offered by the District calls for a certified employee to be employed for less than 100% of a job contract, it will be considered a part-time contract.
- 5.12.2. The contract offered a certified employee will be based on a percentage of an F.T.E. (Full-Time Equivalent) and would include the same percentage of salary and benefits, (i.e., a person working a 60% contract would qualify for 60% salary and benefits) except that a contract of less than 50% F.T.E. will not qualify for any benefits package. A part-time Educator must pay the balance of the cost of the premium for full coverage if insurance benefits are to be in effect.
- 5.12.3. Educators with a part-time contract will be fully obligated to attend faculty meetings and in-service requirements with an equitable responsibility for room care, materials and co-curricular/extra-curricular assignments. Those working in more than one building or those working on part-time contracts shall work out an equitable parent/teacher conference responsibility with their respective principal. Equitable will be determined locally between Educator and administrator. They shall

also be afforded the same rights and privileges as Educators working a full contract at the same level.

5.12.4. A part-time contract can be offered either by an advertisement from the District or by a request by an Educator coupled with the approval of the principal and Director.

6. Professional Behavior

6.1. Educators are expected to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that an Educator may refuse to carry out an order which threatens physical safety or well being.

6.2. Educators shall be accountable for professional conduct, including but not limited to, the following activities:

6.2.1. Devoting sufficient time to properly plan, carry out and evaluate acceptable educational programs.

6.2.2. Honoring letter of intent and contracts.

6.2.3. Participating in developing educational improvements in the District.

6.2.4. Participating in teacher-training programs.

6.2.5. Acting reasonably and prudently to protect the health, safety and welfare of students when they participate in school-sponsored activities.

6.2.6. Avoiding the use of foul, abusive, demeaning or profane language while engaged in school or school-related activities.

6.3. The Association shall use its best efforts to correct breaches of professional behavior by any Educator and, in appropriate cases, shall institute proceedings against the offending Educator.

6.4. Just Cause Required. No Educator shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of an Educator's

performance, as asserted by the Board, or representative thereof, shall be subject to the professional grievance procedure. All information forming the basis for disciplinary action will be made available to the Educator and the Association at their request.

7. Local School Professional Improvement Committee

- 7.1. Each faculty will organize a Local School Professional Improvement Committee which will be composed of:
 - 7.1.1. Principal and/or vice-principal;
 - 7.1.2. Association Faculty Representative(s); and
 - 7.1.3. Two other teachers chosen by the school faculty in an election conducted by the Association faculty representative(s).
- 7.2. The committee will choose a chairperson from among its members.
- 7.3. The committee will meet a minimum of once per month during the school year.
- 7.4. The purpose of this committee is to consider and recommend solutions to local school problems including, but not limited to, duty-free lunch and preparation time. The intent of this is to open channels of communication between teachers, the Association and the administration.
- 7.5. All recommendations of this committee will pertain to its specific school using its existing resources and options and must be in accordance with this Agreement. Plans for how the issue of duty-free lunch supervision is to be addressed will be formulated and submitted to the Superintendent and Association by October 15 of each year.
- 7.6. Unresolved problems can be appealed in writing to the District Professional Improvement Committee who will act on the issue in a timely manner.

8. District Professional Improvement Committee

- 8.1. This is a District-level committee which will be comprised as follows:

- 8.1.1. The Superintendent or his/her representative;
 - 8.1.2. The Association President or his/her representative;
 - 8.1.3. The Directors of Elementary and Secondary Education, or their representative;
 - 8.1.4. An elementary teacher; and
 - 8.1.5. A secondary teacher.
- 8.2. The committee will have general responsibility for all requested lane changes and will review all applications to determine if requirements have been met. The committee shall meet on call and review all applications. The committee shall provide necessary application forms and publicize procedures and deadlines to facilitate ease of compliance with the rules for lane changes.
- 8.3. The committee will make recommendations for in-service programs, choices for teacher leaders, and other experiences at the District level which will be responsive to the needs of Educators in helping them maintain and improve their skills.

9. Career Ladder Committee

It is understood that neither “the appropriation for career ladders nor the State Board’s rules are subject to negotiation.” However, the local committee makeup is at the Superintendent’s and Board’s discretion. It is agreed that the District Career Ladder Committee shall have seven (7) teacher/Educator representatives sitting as voting members. One of the seven shall be non-aligned with the representative organization. With the exception of the Association President, during his or her term of office, each appointee shall serve no more than three (3) years without reappointment. The representative association shall nominate twelve (12) candidates, but appointment will be at the Superintendent’s discretion.

10. In-Service Training. The Association along with the Board recognizes that in our rapidly changing society, Educators must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Association will support reasonable requests for in-service training and shall share the responsibility of suggesting needed in-service programs.

11. School Materials, Equipment and Facilities. The Board will

continue efforts to provide Educators with reasonable materials, facilities and equipment, as well as continue effort to provide adequate storage and needed service for maintenance of equipment. The faculty of each school shall confer with the principal and other administrators concerned with the procurement of school equipment and materials in order to improve the selection of these educational tools.

11.1. Educators shall exercise due care in the use thereof and shall take inventories as requested.

11.2. Private use or possession of school property must be authorized.

12. Evaluation of Performance

12.1. Purpose.

12.1.1. To upgrade through professional counseling and supervision the performance of all non-administrative Educators.

12.1.2. To identify standards and conditions of professional service to the school system.

12.1.3. To provide a simple, permanent record of the quality of each employee's service.

12.1.4. To provide a basis for judgment with respect to the continued employment of the Educator.

12.2. Evaluation Form.

12.2.1. In order to provide principals with a uniform instrument on which to make evaluations, the District will provide appropriate forms. The currently adopted forms will be displayed in Appendix A of this Agreement. Since a constant effort is made to improve such forms, they may be changed periodically at the discretion of the Superintendent after consultation with the Association President. However, changes will only be made after the end of a given contract year, so that the forms displayed will be the official ones for the current year.

12.2.2. In order to provide the District with a uniform teacher evaluation process and appropriate instruments in compliance with Utah Code 53A-10-103 through 111, the

Board will establish a joint evaluation committee. The Association will serve as the agent for conducting open elections whereby nominees will be identified for recommendation to the Superintendent and Board to fill the teacher slots available.

12.3. Guidelines.

12.3.1. All Educators shall be given the opportunity to read the current evaluation form before they begin teaching. The Educator will be fully informed by the principal as to how such evaluations will be conducted.

12.3.2. All Educators are subject to an evaluation by the administration any time.

12.3.3. Upon request, an Educator shall have the right to be evaluated by the principal.

12.3.4. All Non-Tenured and probationary Educators will receive two formal evaluations each year until they receive tenure or are no longer probationary. By January 15 (1st semester end) of each year, the principal will submit these two evaluations for all Non-Tenured and probationary Educators.

12.3.5. Each year, on or before January 15, the principal will submit a second evaluation for:

12.3.5.1. All Non-Tenured Educators; and

12.3.5.2. All Educators whose status was in question in January;

12.3.6. By March 15 of the school year the principal or his/her designee will complete an evaluation for Tenured Educators every two years throughout the Educator's career, as established by the joint evaluation committee, as organized under this Agreement. Tenured, Non-Tenured and probationary Educators will be observed in a clinical supervision model by the administrator in the alternate years throughout the Educator's career.

12.3.7. Educators will be given a copy of any evaluation report and will discuss such report with the person preparing it before it is submitted to the District Office for inclusion in the Educator's personnel file. After such review, the

Educator shall affix his/her signature to indicate that he/she is aware of the contents of the report. Such signature does not necessarily indicate agreement with the content of the report.

12.4. Evaluation Procedure. The principal or his/her designee shall be responsible to fulfill the requirements of this process.

12.4.1. Administrator Observation and Consultations.

12.4.1.1. Educator orientation which includes, (1) process; (2) forms; (3) purpose; and (4) methods of evaluation, shall take place at least fifteen days prior to any evaluation.

12.4.1.2. Educators will have assurance that each formal evaluation will include: (1) a pre-conference prior to each visit; (2) the formal evaluation; (3) a post-evaluation, including written summaries within fifteen days after the visit; and (4) the final summative documents completed sixty days prior to the end of each contract year.

12.4.1.3. Any written documents will include only information jointly discussed by the evaluator and the person being evaluated. These documents must then be signed and dated by both parties as proof that both understand the contents. A copy will be given to the Educator and one will be placed in the personnel file.

12.4.1.4. Evaluation will be based on more than one observation using the approved District evaluation form. Where problems are perceived to exist, the written report in these instances will include: (a) clear identification of deficiencies; (b) possible resources to improve performance; (c) recommended course of action for improvement; (d) reasonable assistance to be offered by the District staff; and (e) reasonable expectation and responsibility to improve on the part of the Educator.

12.4.1.5. Evaluation will include multiple lines of evidence as defined by the instrument and the process outlined by the Board.

12.4.1.6. The Board will assure that adequate resources

and time are invested to adequately train the evaluators in the process and instruments adopted.

12.4.1.7. The Educator will have thirty days after receiving the written summative evaluation in which to file a request for a review. A review, as defined by the state law, may be requested by an Educator whose evaluation has placed him/her in jeopardy. A review is done by an experienced educational evaluator from outside the District, who is appointed by the Superintendent. The Educator is also entitled to submit in writing a response to his/her evaluation. Any summative evaluation may be challenged through the grievance process.

12.4.2. Peer Curriculum Observation/Consultations

12.4.2.1. Educators

12.4.2.1.1. An Educator or administrator may request, for evaluation or curricular improvement purposes, up to two classroom visits per year from a team of two Educators from his/her field at the same level. (Example: High school social studies teacher to be observed by two other high school social studies teachers; or fourth grade elementary teacher by two other fourth grade teachers, etc.).

12.4.2.1.2. The teams of evaluators will be chosen by the Director of Curriculum at the District level from those teachers who have:

12.4.2.1.2.1. FIVE years total teaching experience; and

12.4.2.1.2.2. THREE years teaching experience in Nebo District.

12.4.2.1.3. Teams should be organized to serve the purpose of a specific request only and will make all necessary observations and consultations concerning that request until the need is satisfied, as judged by the requesting party.

12.4.2.1.4. Teams would be required to notify the Educator in advance of each visit, and a written

instrument will be required on each visit, with opportunity for the person being evaluated to submit his/her feelings. Written instrument will be made in triplicate with a copy to the Educator, one to his/her administrator, and one to his/her file at the District Office.

12.4.2.1.5. After the observation period, there will be an oral conference between the three Educators regarding the visit with opportunity for all sides to express and clarify opinions.

12.4.2.2. First-Year Educators

12.4.2.2.1. A first-year Educator will, as soon at the beginning of the school year as possible and within the first month maximum, receive a visit from a mentor Educator who will be assigned to each first-year Educator by the principal or his/her designee. The purpose of such visit will be to serve as an orientation to that field and area with regard to District programs, tracking in textbooks, etc. This is not a classroom observation

12.4.2.2.2. Mentor Educators will be assigned to each provisional (Non-Tenured) and probationary Educator by the principal or his/her designee. Mentor Educators should be organized to serve the purpose of a specific request only and will make all necessary observations and consultations, concerning that request until the need is satisfied.

12.4.2.2.3. The major purpose of peer consultation is to improve the quality of classroom instruction with positive suggestions and helps coming from those who are involved in the same type of program and have encountered the same problems.

12.5. Transportation and other costs incurred by the evaluation process shall be reimbursed by the District.

12.6. Recognition. The Joint Evaluation and Development Committee will serve as a recommending body only. The Board of Education and the Association will select the official

document governing evaluation.

13. Educator Files

- 13.1. The official personnel file located in the District Office pertaining to an Educator shall be maintained under the following conditions:
 - 13.1.1. The Educator has the right to examine the contents of his or her file.
 - 13.1.2. Material originating with the School District relating to an Educator's conduct, service, character, personality, and which might be considered derogatory, shall not be placed in an Educator's file unless the Educator has had an opportunity to read the material. The Educator must acknowledge that the material has been read by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
 - 13.1.3. The Educator shall have the right to answer any material filed, and his/her answer shall be reviewed by the Superintendent or the Superintendent's representative and attached to the file copy.

14. Assignments and Transfers

- 14.1. Educator Assignments
 - 14.1.1. Educators shall be notified of their tentative assignments for the ensuing year as soon as possible.
 - 14.1.2. Educator assignments shall be made without regard to race, color, national origin, sex, religion, pregnancy, age, status as a veteran of the Vietnam era, citizenship, disability, or any other legally protected class(es) as defined by applicable state and federal law.
 - 14.1.3. It is the intent of the Nebo School District to give Educators within the District first consideration in filling new positions.
- 14.2. Voluntary Transfers and Assignments
 - 14.2.1. When a vacancy within a school or administrative unit in any professional position occurs, the administration/Board

will make any appropriate adjustments/reassignments that are deemed necessary. The resultant opening will be announced in the District's weekly bulletin. Copies of the bulletin, which have vacancy announcements, shall be posted in all schools during the regular school year, and these same bulletins, or a notice of vacancies shall be posted throughout the year at the District Office. Also, a copy shall be mailed or delivered to the Association President.

14.2.2. No vacancy shall be filled until the notice has been posted for a reasonable period of time which normally will be five working days. The notice will contain the type of vacancy, grade level or subject(s) to be taught, and starting date.

14.2.3. Educators who desire a transfer must submit a request on the approved form by March 15. (See Appendix B). The March 15 date does not apply to vacancies occurring after that date.

14.2.4. The Superintendent shall make available to the Association President any requested information pertaining to individual reassignments and/or transfers.

14.2.5. In the determination of requests for voluntary reassignment and/or transfers, the convenience and wishes of the individual Educator will be considered to the extent that they do not conflict with the instructional requirements and the best interest of the school system. If more than one Educator has applied for the same position, the seniority of the Tenured Educators will be considered. The voluntary reassignment of Tenured and Non-Tenured Educators will be at the discretion of the District administrator over that school or department.

14.3. Involuntary Transfers

14.3.1. Notice of an involuntary transfer or reassignment shall be given to Educators by April 15, if possible.

14.3.2. When involuntary transfer or reassignment of an Educator is necessary, volunteers from among those affected will be transferred or reassigned first. An Educator's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the Nebo School District will be considered in

determining which Educator is to be transferred or reassigned.

14.3.3. An involuntary transfer or reassignment will be made only after a meeting between the Educator involved and the Superintendent, or the Superintendent's representative, at which time the Educator will be notified of the reasons for the transfer. In the event that an Educator objects to the transfer or reassignment, he/she may follow the grievance procedure.

14.3.4. Openings in the school system will be discussed with the Educators being involuntarily transferred or reassigned. Such Educators may request the positions to which they desire to be transferred. In consideration of involuntary transfers, those best qualified for a particular position shall receive priority, and, qualifications being substantially equal, seniority in the school system shall control.

14.3.5. The Superintendent shall make available to the Association President any requested information pertaining to individual reassignments and/or transfers.

14.3.6. Educators and administrators who are involved will be consulted before a decision is made.

15. Teaching Hours and Teaching Load

15.1. Periods of Employment. The days of employment within the period set out in the contract shall be designated by the Board in the official school calendar.

15.2. The teaching contract for certified employees is 182 days with additional Quality Teaching Block Grant days.

15.3. School districts are required to conduct school for at least 180 days and 990 instructional hours each school year. The days or hours may be offered at any time during the school year, July 1, to June 30, except Sunday. (See R277-419-3-A)

15.3.1. "School Day" means a minimum of two and one-half hours per day or a total of 12.5 hours per week in kindergarten; a minimum of four and one-half hours per day or a total of 22.5 hours per week in first grade; or a minimum of five and one-half hours per day or a total of 27.5 hours per week in grades two through twelve. All school day calculations shall exclude lunch periods and

pass time between classes. (See R277-419-1-P)

15.3.2. Emergency/activity time should be included in a School District's annual calendaring for each School Year. If school is closed for any reason, the instructional time missed shall be made up under the emergency/activity time as part of the minimum required time to qualify for full funding. (See R277-419-8-B)

16. Professional Attitudes and Practices

- 16.1. After the acceptance of the contract and assignment, each Educator shall serve during the time and in the place or places appointed by the Board and shall perform professionally the duties assigned to the best of his/her ability, under the control, direction, and guidance of the Superintendent or his/her representatives.
- 16.2. Teaching is considered to be a professional service which not only includes working with the students during the regular class time, but also includes, by previous appointment, working and counseling with students and parents after classes are dismissed. Effective and efficient teaching requires study, preparation, and planning. It is deemed to be professional that an Educator put in enough time to do the job effectively. It shall be the responsibility of the principal and/or representative of the Superintendent to determine if an effective job is being done.
- 16.3. Professional Dress. We agree that an Educator's manner of dress plays an important role in establishing a professional image. All Educators are to dress in a way that suggests a high level of professionalism and provides a positive role model for students.
- 16.4. The great majority of Educators in Nebo School District are to be commended for their professionalism, particularly in regards to the number of hours they spend at school. The minimum hours in the school day are defined as thirty minutes before until thirty minutes after school class hours. There may be exceptions as required by system circumstances, such as faculty meeting, workshops, etc.
- 16.5. School buildings are to be opened for pupils at the time of the arrival of the first regularly scheduled bus or at least thirty minutes before the beginning of each school day's class sessions. Educators are expected to be in attendance for proper

supervision prior to the class session period. School buildings should remain unlocked until the last regularly scheduled bus students have left.

16.6. Discipline in Schools

16.6.1. It shall be the responsibility of all Educators to cooperate with and assist the principal in the discipline of the school, not only in their own rooms, but in the halls, lavatories, lunchroom, at assemblies, on the playground, or any other place where students are under the supervision of the school. Educators will perform duties in this regard when assigned by the principal. Principals will support teachers in reasonable actions taken while assisting in school discipline and will administer additional disciplinary measures when deemed necessary.

16.6.2. It is recognized that teachers need ample time to properly prepare lessons, so due care will be taken to minimize any such assigned supervision duty, particularly during teacher preparation periods.

16.7. Co-Curricular and Extra-Curricular Activities

16.7.1. Under the supervision of the principal, Educators shall sponsor or assist with co-curricular and extra-curricular activities. These extra-duty loads of the school shall be assigned as equitably as possible in order that no Educator shall be compelled to carry an excessive burden of responsibility in this regard.

16.7.2. Teachers assigned to some extra-curricular activities at the junior high and high school level shall be paid at the rate as noted in Appendix C.

16.8. Private Business or Other Remunerative Employment. No Educator should engage in any other remunerative employment or private business enterprise on school days, temporary or otherwise, which interferes with his or her efficiency as an Educator. The giving of private lessons in music, art, dramatic art, domestic science, woodwork, auto mechanics, behind-the-wheel driver training or any other similar work during the school day, is prohibited. (Must comply with Utah Ethics Code 67-16-7)

16.9. Teaching Load

16.9.1. The District shall try to limit the size of each class in both the elementary and secondary schools to a reasonable class-load commensurate with the type of program offered, except for experimental purposes.

16.9.2. Newly appointed teachers shall be given consideration in regard to teaching load by the principal and faculty.

16.10. Supervision of Supportive Personnel

16.11. Student Teachers. Professional Educators should regard supervision of student teachers as an opportunity to enhance professionalism among Educator ranks. Educators should supervise and direct student teachers in such a manner that it will not jeopardize the educational program.

16.12. Interns. Intern programs may be approved by the Board for individual schools upon completion of acceptable plans by the faculties and the administration. Educators shall not be assigned to coordinate or supervise interns unless they are willing to do so. The number of interns assigned to a coordinating Educator shall not exceed three unless special approval is granted by the Board. Provisions shall be made for in-service training of interns and coordinating Educators.

16.13. Teacher Aides. Teacher aides may be employed by the Board. The aides shall be utilized to perform sub- professional duties, as specified in the current Policy IIBA, "Nebo School District Policy Manual, Teacher Aide Policies," which is part of this Agreement.

16.13.1. Educators who supervise aides shall have the opportunity to interview and help select the aides with whom they work, and shall evaluate the services of the aides and recommend the re-employment or dismissal of the aides. Provisions shall be made for the in-service training for aides and for Educators who supervise them. Educators shall direct interns and teacher aides in accordance with the current District policy IIBA cited above.

16.14. Educator Participation in Non-Teaching Duties

16.14.1. The responsibility of an Educator encompasses the total education of boys and girls which requires that Educators also be assigned non-teaching duties by the principal.

16.14.2. All professional employees shall have access to a minimum of a thirty minute duty-free lunch period.

16.14.3. Each school faculty, in consultation with the principal, shall determine how the negotiated stipend for lunch-time supervision shall be distributed among those involved in lunch-time supervision. See Appendix D.

16.15. Educator Preparation Time

16.15.1. Preparation time is a valuable component of the educational process. It should be understood that the time set aside for preparation purposes is to be used toward the improvement of the teaching process.

16.15.2. The time is to be used by each Educator in correcting assignments, creating lesson plans and doing other activities which are related to his/her teaching duties.

16.15.3. Elementary Educators

16.15.3.1. Elementary teachers shall have preparation time for the purposes outlined in this section.

16.15.3.2. This uniquely scheduled preparation time lasts only for the period of time specified and for the purposes outlined in this section.

16.15.4. Secondary Educators

16.15.4.1. Secondary teachers shall have one preparation period each day for the purposes outlined in this section.

16.15.4.2. In the case of qualified Educator shortages and in limited circumstances, an Educator may teach during what would have been his/her regular preparation time. It is understood that this arrangement is possible when it is agreeable with the Educator, remuneration is at the same rate as the regular contract and the Educator makes up the preparation time. The principal must submit their rationale and request for approval of a teacher shortage option in writing to the Superintendent.

16.15.5. Preparation time is not intended for use for in-service purposes, however, staff development opportunities may

be offered if participation by Educators is voluntary or if requested by them. Obvious emergency situations may set aside these agreements.

17. Contract Agreement for Instructional Twelve-Month Employees – Terms and Contract

17.1. Contract beginning date. July 1 to June 30 - 260 days.

17.2. Teaching hours and teaching load

17.2.1. The teaching hours during the regular school year are the same as those established by each school's administration and faculty.

17.2.2. Summer hours on the job will be eight hours each day.

17.2.3. Teaching load during the regular school year will be determined by the administration.

17.2.4. Supervision load during the summer is determined by state guidelines.

17.3. Holidays and Annual Leave

17.3.1. Twelve-month employees will adhere to the twelve-month employee calendar schedule which allows thirteen specified holidays.

17.3.2. Annual leave will require a deduction of substitute salary except on non-school days.

17.3.3. Annual leave is earned according to the following schedule, but on June 30, accumulation may not exceed thirty (30) days:

Years of Service	Days of Annual Leave
1 st and 2 nd years	7 days
3 rd through 6 th years	12 days
7 th year	13 days
8 th year	14 days
9 th year	15 days
10 th year	16 days
11 th year	17 days
12 th year	18 days
13 th year	19 days
14 th year	20 days

15 th year	21 days
16 th year and beyond	22 days

18. Special Benefits and Facilities for Educators

- 18.1. Each school will be provided with well-ventilated, clean, adequate separate restrooms for men and women Educators, as soon as possible.
- 18.2. There shall be a furnished room in each school to be used as a faculty lounge.
- 18.3. Educators should be given preferential parking privileges wherever possible.
- 18.4. Educators may purchase an activity pass for themselves and another for their spouse from the high school of their choice at the current activity rate charged for students at that school. This non-transferable pass will then allow the Educator or the spouse to attend all high school activities in the District at the current student rate.
- 18.5. The Nebo School District will provide a Flexible Benefits Cafeteria Plan within the meaning of Section 125 of the Internal Revenue Code, as amended. The Plan will allow District employees to use pre-tax dollars for allowable expenses. The Plan will be administered by the appointed carrier at a cost to be determined by them.
- 18.6. As long as the District is able, certified employees will be offered an option of the regular lunch menu furnished by the lunch program or a more diet-oriented ala carte lunch item (i.e., salad), at the prices established by the food services department when ordered in advance as required. High school level portions will be provided at the adult price.

19. Payroll Policy and Placement on Salary Schedule

19.1. Basic Salary Schedule

- 19.1.1. Salary policy for Educators in the District shall be outlined in the current basic salary schedule and followed for all Educators.
- 19.1.2. The contract amount shall be based upon the salary schedule, including verified university or college training, number of credit hours, and years of teaching.

19.2. Pay Periods & Payment Policy

- 19.2.1. All contracts will be paid in twelve monthly payments. Educators hired prior to the 1999-2000 school year and who have previously elected to receive their pay in eleven monthly payments will be grandfathered and may continue in that manner.
- 19.2.2. An Educator who has selected the twelve monthly payment plan may make a request to have both final checks available on the last working day of June, providing such notice is received in writing with the May payroll report. (See Appendix F)
- 19.2.3. Educators who have selected the eleven payment plan will have their final check available on the last working day of June.
- 19.2.4. The net pay for each Educator employed on a regular basis will be deposited directly to a checking account in any bank participating in direct deposits and selected by the Educator. Each Educator will receive a copy of an itemized account showing the gross pay, all deductions, and the net pay.
- 19.2.5. Deposits of net pay will be made once a month on the last banking day of the month.

19.3. Dues Deduction Policy

- 19.3.1. . The Board agrees to provide a service in deducting Association dues during the payroll process.
- 19.3.2. A list of names submitted to the District by the Association shall constitute written authorization by the individuals included.
- 19.3.3. The deduction request must be submitted to the District Office by the tenth of any month for the deduction to be made for that month's payroll.
- 19.3.4. Each member may elect to have the dues deducted in either four or ten equal payments. (Note: If there are less than ten payroll periods remaining at the time of authorization, then the deductions will be equally distributed over remaining periods.)

19.3.5. A check for each month's deductions for the local Association dues, as well as a copy of the computer printout of said deductions, will be sent to the current local Association President.

19.3.6. Likewise, a check for the deductions made for NEA and UEA, and a copy of the deductions printout will be sent to the Bonneville UniServ office each month deductions are made.

19.3.7. If an Educator terminates membership or position after December 10 and before all authorized dues deductions have been made, the balance of said deductions will be made from the final salary payment, providing the original authorization has not been repealed by a written statement from said Educator to the District and the Association.

19.4. Licensure

19.4.1. Educators shall comply with all necessary licensing requirements of the Utah State Board of Education and the District.

19.4.2. An Educator employed for the first time in the District shall file at the District Office a valid license as required by the Department of Public Instruction and an official transcript of university credit within thirty days following the beginning of employment.

19.4.3. The responsibility for meeting the requirements for a license, and the responsibility for obtaining such a license and for keeping it continuously valid in the State of Utah shall rest directly with the individual. Under the law, the Board cannot provide compensation for services to other than legally or authorized Educators.

19.5. Rules Governing Steps on the Salary Schedule

19.5.1. An Educator with previous teaching experience either in a public or private accredited school, who is being hired or re-hired by the District will be allowed one step for each contract year of previous experience up to a maximum of five years for placement on Step Six. Placement on Step Seven, or higher, requires special approval by the Superintendent and the Board.

- 19.5.2. After the initial step placement on the salary schedule, an Educator will advance one step for each school year completed.
- 19.5.3. If an Educator is employed on a one-half day basis, then a full step advancement is allowed for each school year completed.
- 19.5.4. Likewise, if an Educator is employed for at least one-half of a school year (90 days), then that Educator will be allowed a full year's experience for the purpose of step advancement and accruing a year's experience as a Non-Tenured Educator.
- 19.6. Rules Governing Lane Changes - A lane change may be granted upon compliance with the following constraints.
- 19.6.1. Credit Prerequisites. Whether state approved in-service or college credit, only credit which has been earned after 1) the issuance of a Utah teaching license; and 2) initial placement on the District salary schedule, is acceptable for Lane 2 and 3. Only credits earned after receiving the Master's Degree will qualify for Lane 5.
- 19.6.2. Requirements. For advancement to Lane 2, Lane 3, or Lane 5, credit may be earned for (1) state-approved in-service credit; (2) graduate level college credit; or (3) undergraduate college credit where the course-work is related to the teaching assignment of the Educator or to prepare for an additional assignment. However, no credit is allowed for in-service training prior to May 31, 1977. Only 50% of the in-service credit earned between May 31, 1977 and May 31, 1981 may be used. Credit earned between May 31, 1981 and June 30, 1997 must be applied under the guidelines of agreements for those corresponding years. The guidelines of this current agreement apply to credit earned since June 30, 1997.
- 19.6.3. College Credit Constraints. College credit will be counted as undergraduate credit unless the course carries a graduate number as designated by the applicable university.
- 19.6.4. Official Transcripts Required. All of the credit for a Masters or a Doctorate Degree must be credits awarded by a university or college which is recognized by an accrediting association, and must be duly recorded on an

official transcript except as noted below.

- 19.6.5. Master's Equivalent Option. Educators on Lane 3 of the salary schedule, may apply to the District Office for approval of a self-proposed program of fourteen additional semester hours which, if successfully completed, would qualify them for Lane 4 (Masters or equivalent lane) after submission of proper documentation to the DPIC Committee. The additional fourteen semester hours must be directly related to their teaching assignment. Only four of the fourteen hours may be non-university, state-approved in-service credit. The remainder of the fourteen hour program must be graduate work at a college or university. The fourteen hour program must be approved in advance by the District Professional Improvement Committee and be completed within five years from the date of the original approval. Completion of the pre-approved program or obtaining a Masters Degree would qualify the Educators for advancement to Lane 4.
- 19.6.6. Documentation Deadline. To qualify for lane advancement for the next contract year, qualifying credits must be on file at the District Office on or before September 15 of the contract year. Whenever a college course or courses have been completed according to the provisions above it is understood that it will be necessary to submit an official transcript from the institution(s) prior to September 15 of the current school year. A diploma or a signed letter from the dean of the graduate school indicating completion of all requirements for the degree will be accepted as satisfactory proof for the Masters degree or the Doctorate degree, providing filing occurs on or before September 15. It is not required that the conferring of the degree occurs before the lane change can be effected; only the completion of the work and requirements with proof as indicated above.
- 19.6.7. The District Professional Improvement Committee will have general responsibility for all requested lane changes and will review all documents to determine if requirements have been met.
- 19.6.8. Since the National Association of School Psychologists, which accredits university school psychology programs has eliminated the Masters of Education degree in 2005, and has replaced it with a sixty-six (66) semester hour Specialist degree, those who complete the degree will be

placed on the Masters Lane and will be given credit for twenty (20) semester hours toward their Masters Plus 30 Semester Hours Lane.

20. Leaves of Absence and Sick Leave

20.1. Sick Leave

20.1.1. Non-Tenured Educators are allowed five days sick leave per school year, accumulative to fifteen days.

20.1.2. For Tenured Educators, the number of sick leave days available at the beginning of each school year is 120 working days minus the number of days used during the previous two school years. However, the compensation during the last thirty days available will only be 85% of regular salary.

20.1.3. When special circumstances merit, additional leave days may be granted upon application to the Superintendent.

20.1.4. When an employee is compensated by the State Industrial Insurance for absence from work due to an on-the-job injury, the District will comply with current state law.

20.1.5. It is essential to give notification to the school principal as early as possible when sick leave is required.

20.1.6. Any Educator who is ill in excess of twelve (12) days in any contract year and each fifteen (15) days thereafter may be required to provide their supervisor with a notice, written on the doctor's letterhead and signed by the physician, specifying the extenuating physical/emotional conditions that prevent the individual from adequately performing their duties. The Board has the right to require, at District expense, a second opinion by a physician of its choice if the supervisor feels it is appropriate.

20.1.7. In accordance with the provision of Public Law 95-555 and subject to change thereto, pregnancy, or any complications of pregnancy, will be considered a sickness and sick leave benefits will be payable as for any other illness or disability due to sickness. The mother will be granted up to fifteen days sick leave (depending on eligibility) beginning the day of delivery. Sick leave

thereafter will require a written notice signed by the physician specifying the extenuating physical conditions for extending the leave. The mother may request additional "leave without pay" as provided by the Family and Medical Leave Act of 1993.

20.1.8. Any employee who has worked at least 1250 hours in the preceding twelve months is entitled to take up to 12 work weeks of unpaid leave during a twelve-month period: (a) to care for a newborn or newly placed adopted or foster child; (b) to care for a seriously ill spouse, child or parent; or (c) to care for one's own serious health condition. The employee using this leave without pay is guaranteed insurance coverage during the leave and must be returned either to the former position he/she had before the leave, or to an equivalent position in pay, benefits and other terms and conditions of employment. All other provisions of the Family and Medical Leave Act of 1993 will also be honored.

20.2. Medical Emergency Leave. As a special provision, each Educator is allowed to use up to a total of five (5) days sick leave per year for a serious illness of the Educator's father, mother, son, daughter, spouse or a person for whom the Educator is the primary care provider. This special leave should only be requested or used when the person who is ill is in serious need of personal attention by the Educator. For clarification the following examples are given:

20.2.1. Qualifying reasons:

20.2.1.1. The person is undergoing surgery in a hospital.

20.2.1.2. The person requires assistance in traveling to a doctor or hospital for treatment.

20.2.1.3. The person is very seriously ill.

20.2.1.4. The person is involved in the adoption of a minor child as the new parent.

20.2.2. Non-qualifying reasons:

20.2.2.1. Ordinary home ailments. This special provision must not be used as simply a way to protect one's wages when needed at home for ordinary home ailments. If time off is needed for this, then personal

leave should be used.

20.2.2.2. Any other instance where it is a matter of convenience more than a serious medical emergency.

20.2.3. All requests to use this special leave must be cleared with the school principal, who is the administrator responsible for approving such requests. However, the Educator must file a written statement with the principal explaining the need for the leave.

20.2.4. When other special circumstances exist, or where additional days are needed, special medical emergency leave may be granted upon written application to the Superintendent. In case of emergency, a telephone call to the Superintendent is in order.

20.2.5. All days approved and used for this special medical emergency leave will be charged to the employee's regular sick leave allowance.

20.3. Bereavement Leave

20.3.1. All Educators are allowed a total of five (5) days per year for bereavement leave with full pay.

20.3.2. For the bereavement leave to qualify, the deceased person must be related to the employee as follows: father, mother, brother, sister, brother-in-law, sister-in-law, son, son-in-law, daughter, daughter-in-law, father-in-law, mother-in-law, and spouse of employee, grandchildren of employee, grandparents of employee or spouse, stepparents and stepsiblings of employee or spouse, and a person residing in the employee's household.

20.3.3. When special circumstances merit, additional leave days may be granted upon written application to the Superintendent. In case of emergency, a telephone call to the Superintendent is in order.

20.4. Absence for Personal Business

20.4.1. A personal leave of up to an accumulated maximum of ten (10) days may be scheduled by prior notification to the principal, except on teacher/staff development and parent/teacher conference days where personal leave may be used only with principal approval. Personal leave is

accumulated at the rate of (3) three days per year in the Educator's first five (5) years of service in the District, four (4) days per year in the Educator's 6th through 14th years of service in the District, and five (5) days per year in the Educator's 15th year of service until termination or retirement from the District.

20.4.2. When special circumstances merit, additional personal leave may be granted upon written application to the Superintendent.

20.4.3. The District will make special extensions of personal leave available to Educators who are on approved education-related boards. Total personal leave for these individuals cannot exceed twenty (20) days including that described above and the District will not cover the cost of any of the leave.

20.4.4. Additional personal leave for maternity purposes of up to five (5) days may be granted upon written application to the Superintendent.

20.4.5. The Association President and his/her Vice President designee(s) will receive sixteen (16) cumulative days of Association Leave per school year to conduct Association business with the Superintendent's approval. The business must provide a direct benefit to education within the District and cannot be used for political activity. The District will pay for the cost of the substitute at \$45/day for the first four days and the Association will pay for the cost of the substitute at \$45/day for the last twelve days.

20.5. Absence for Other Cause

20.5.1. An Educator who is absent from duty because of personal business, or any reason other than those stated above, shall be deducted at a daily rate. The daily rate is calculated by dividing the basic annual contract by the number of days in the contract.

20.5.2. If an Educator is granted an unpaid absence of ten (10) or less days during any pay period, the total amount will be deducted from the employee's pay during that period. If an unpaid absence is granted in excess of ten (10) days during any period the deduction will be prorated over the remaining pay periods of the contract year.

- 20.6. Employment of a Substitute. In the event of absence of an Educator for any reason, the substitute shall be employed by the Board with only the principal or the Superintendent acting as the agent of the Board and not the Educator who is absent. (See Nebo Board Policy GCE-P & E, GDE-P)
- 20.7. Other Education Work. An Educator shall receive full pay for an absence incurred while engaged in other educational work which was approved by the Superintendent or his representative prior to said absence.
- 20.8. Special Workshops and Conferences. Educators may be permitted to attend special workshops, conferences, and other meetings of an in-service training and educational nature when such attendance is planned with and approved by the Superintendent. Educators may attend such meetings at their own expense without salary deduction and with the Board paying the cost of the substitute when such activity is approved.
- 20.9. Professional Development Leave
- 20.9.1. A professional development leave may be granted by the Board to a Tenured Educator for the further pursuance of his/her education with credit earned through a college or university. The leave may take two forms: One option allows the Educator to take a full year away from teaching to attend university. The other option would allow the Educator to take off one semester and teach the other semester. The individual will earn the minimum credits required of full-time students (*i.e.*, sixteen semester hours or equivalent) or carry a unique program as agreed upon and approved by the DPIC Committee. The number of Educators on such leave shall be limited to one percent of the professional staff during any school year.
- 20.9.2. Applications outlining the plans of the Educator for the period of absence, and the recommendation of the principal should be submitted to the Superintendent as early as possible, but no later than March 1. The Board will act upon all requests prior to April 1. All applications for Professional Development Leave will be recommended to the Board via the District Professional Improvement Committee. The DPIC Committee will screen the applications and make recommendations on a prioritized order. The rankings will be based on personal and District value as perceived by the committee.

20.9.3. An Educator on professional development leave for a full year will receive a stipend equal to 50% of his/her regular salary for the length of the leave. Equal payments will be made beginning on or before October 1 of the year of the leave of absence. An Educator on leave for one semester would receive his/her full salary for the semester spent at the university as long as the cost doesn't exceed the cost of the full-year option. In case of the death of an Educator while on leave, the next monthly payment will be paid after the death, and then payments stop.

20.9.4. During the time of professional development leave, the Educator retains insurance and retirement benefits, but will not be advanced a step on the salary schedule unless the Educator teaches at least half of the school year (90 days). The Educator may advance to a new lane providing all deadlines and other qualifications are met.

20.9.5. An Educator who accepts professional development leave payments must provide the DPIC Committee with adequate documentation (transcripts, letters, etc.) to satisfy the committee that he/she has substantially complied with the educational and training goals as outlined in their original approved application. Failure to comply, as judged by the DPIC Committee, may result in a recommendation that the individual reimburse the District part or all of the professional development leave salary stipend received. The Educator must return to Nebo School District for at least two years or refund a prorated amount. The return service must be at full-time or it will be necessary to increase the number of years on a prorated basis. In case of death or total disability of said Educator, a refund will not be required by the individual or his/her estate.

20.9.6. Once an individual has had a professional development leave, they may not apply again for a period of seven (7) years.

20.10. Military Duty Leave

20.10.1. If an Educator is called to active military duty, he/she shall be placed on "leave without pay" status. He/she shall retain his/her position in the District with such additional steps on the salary schedule as he/she would have been entitled to if he/she had been under contract to the Nebo School District. This provision shall not apply if the

Educator voluntarily enlists.

20.10.2. Certified employees who are not on twelve (12) month contracts, who are now or become members of the organized reserve of the United States Armed Forces, shall be allowed full pay for all absences on working days spent on duty at an annual encampment or rifle competition or on other duties in connection with the reserve training of said military unit.

20.10.2.1. This leave shall not exceed fifteen (15) working days per fiscal year, and must be approved by the Superintendent or his/her designee.

20.10.2.2. When other special circumstances exist, or where additional days are needed, additional military leave may be granted upon application to the Superintendent.

20.11. Jury Duty Leave. Educators called to jury duty will be released from their duties without loss of pay and will be entitled to keep any remuneration received from the court while on jury duty.

20.12. Leaves of Absence Without Pay

20.12.1. Leaves of absence without pay may be granted by the Board to a Tenured Educator, upon written request and stating the purpose of the leave, the length of leave requested, and the beginning and the termination dates of said leave.

20.12.2. Leaves of absence without pay will only be granted to improve the professional training of the Educator, for maternity leave or adoption of an infant child (pre-school age), or in the case of prolonged illness of said Educator.

20.12.3. Deadline for submitting applications is March 1. Applications received after this date will receive consideration only if there is an unusual circumstance or exceptional reason for the delay in submitting the application.

20.12.4. Leaves of absence without pay shall not be granted for more than one school year, but may be extended on a year-to-year basis by the Board.

20.12.5. Leaves of absence without pay shall permit the Educator to return to an available position in the District comparable to the position which said Educator left, but not necessarily the exact position or school from which he/she left. An Educator returning from leave shall have priority over other applicants for the next available position for which he/she is qualified, providing a letter of intent has been filed. In the event of a reduction in force, a Tenured Educator returning from leave will have the same consideration as if he/she had not gone on leave, and will be subject to the same priorities as other Tenured Educators.

20.12.6. Upon returning from a leave without pay, an Educator will be placed on the next step of the salary schedule above that step left when going on leave, except for maternity or medical reasons in which case at least ninety days of service must have been completed during the school year in which the leave commences in order to be eligible for advancement. This means that no advancement upon the schedule will be granted for the time while on leave.

20.12.7. An Educator who fails to return at the end of the scheduled leave shall lose position on the salary schedule and must reapply for employment.

20.12.8. An Educator returning to a comparable position after a leave of absence without pay will have the same number of personal leave days, sick leave days and other benefits for which he/she qualifies as a result of his/her classification and years of service to the District.

20.12.9. Letter of Intent. At the same time letters of intent are requested of all Educators, usually in January or February of each year, a letter of intent will also be requested of all Educators on various leaves of absence. Within two weeks of the request, the Educator must file a firm letter of intent stating whether or not he/she intends to resume employment. Failure to do so will result in a loss of priority for a given position if the particular type of leave provides such priority. A final decision on a letter of intent must be submitted by April 15.

21. Insurance

21.1. Group Health and Life Insurance

- 21.1.1. The Associations and the District Negotiating Team will make recommendations to the Board regarding insurance provider(s) and changes in benefits, coverage and funding.
- 21.1.2. Coverage Provided. A group insurance program with coverage for surgical, hospital and extended medical benefits as well as life insurance is available to all full-time Educators. If an Educator is a spouse of a full-time employee in the District, then he/she is eligible for single rate coverage with the same insurance carrier and coordination of benefits will apply. Also, if an Educator is a spouse of a full-time employee covered in another school District with the same insurance carrier, then he/she may be eligible for single rate coverage in Nebo School District as well as the group life insurance.
- 21.1.3. Medicare Provision. The District requires all employees over sixty-five years of age who continue to work to enroll in Medicare. The District will continue to provide regular health & accident insurance as the primary carrier.
- 21.1.4. Insurance Committee. The Association and the Board agree to a monthly review of the insurance policy and program for the purpose of possible changes in coverage, adjusting the schedule to meet current medical and hospital charges, and to determine the carrier. To accomplish this review, an Interim Insurance Committee will be established consisting of eight members, three appointed by the Association, three by the Board and two by the Classified Association. This committee will study the insurance program and make recommendations for a quality program that will address cost containment and educate employees. The committee will make recommendations to the negotiation teams as soon as possible after the insurers are able to provide in writing, their cost (premium) estimates for the next year. Those recommendations will not be later than April 15.
- 21.1.5. Cost Constraints. The cost of the group health insurance program is paid by the District except for the negotiated employee participation. Eligible part-time Educators will also pay a pro-rated portion of the premium. Life insurance premiums are paid by the District as defined in Article 21.3 of this agreement.
- 21.1.6. Coordination of Benefits. If husband and wife are both full-time employees of the District and either one dies, the

remaining spouse will immediately become the primary carrier of the insurance policy.

21.1.7. Open Enrollment. The open enrollment period for an employee to change their health and accident insurance carrier shall be thirty (30) days, to begin the 15th day of August and end the 15th day of September. Individuals desiring to sign up for the insurance thereafter, including thirty (30) days after a new sign on, may do so by accepting the District's basic plan and agreeing to the conditions required by signing an insurability certificate.

21.1.8. Fraud or Misuse. Documented proof that an employee has misused or committed fraud concerning the benefits provided for under this article may be "cause" for immediate termination.

21.1.9. Change of Status. The costs for couple and family insurance are so significant that it will be incumbent upon the employee whose status changes, to notify the Human Resources and Payroll office within thirty (30) days of that change. The penalty for failing to do so will be that the individual must pay the differences in the amounts paid to the insurance company for the overpaid period.

21.2. Long-Term Disability Insurance

21.2.1. All Educators working at least 20 hours per week are eligible to apply for long-term disability insurance, which is essentially a salary indemnity plan guaranteeing 60% of the regular salary in the event that a disability should continue beyond the 120 days covered by sick leave.

21.2.2. The District will participate in the cost of the disability insurance, paying 75% of the premium and the Educator paying 25%, prorated for Educators working less than full time.

21.2.3. The District will pay a waiver of insurance premium benefit for those on long-term disability as long as they qualify.

21.3. Life Insurance

21.3.1. For those individuals covered under a District-sponsored health and accident policy, a District funded death benefit program will be:

21.3.1.1. A \$29,000 life insurance benefit for the employee and a \$5,000 benefit for the spouse and \$3,000 for each dependent, as defined in the insurance contract. An employee receiving the insurance benefit cannot also qualify as a dependent for death benefit purposes.

21.3.1.2. The insurance will provide double indemnity and conversion rights for the employee. The Nebo School District shall not be held responsible for guaranteeing those conversion rights.

21.4. Dental Insurance. The District will provide the opportunity for employees to purchase dental insurance at the employee's expense.

22. Summer School, Evening School, Continuing Education and Driver Education Programs

22.1. Positions in Summer School, Evening School, Continuing Education, and Driver Education Programs shall be filled by Educators regularly employed in the District, unless Educators in the District are not interested in the position offered or do not have the qualifications for a specific program.

22.2. In filling such positions, consideration shall be given to an Educator's teaching performance, attendance record, and the length of service in the District. If qualifications are substantially equal, length of service in the District will be the determining factor.

22.3. All openings for positions in these programs shall be advertised as early as possible so interested Educators may apply.

22.4. Educators currently employed and who plan to return to the District shall have preference.

22.5. The rate of pay for teaching in the above mentioned programs or any other supplementary teaching positions shall be \$19.00 per hour.

23. Protection of Educators

23.1. Educators shall report immediately in writing to their principal and to the Superintendent all cases of assault in

connection with their employment.

23.2. If criminal or civil proceedings are brought against an Educator alleging that he/she committed an assault in connection with his/ her employment, such Educator, after making the reports described above, may request the Board to furnish legal counsel for defense in such proceedings, providing that the interests of the Educator and the District are not conflicting. If the Educator is found guilty in such criminal proceedings, such finding of guilt shall constitute a cause for dismissal from the school system.

23.3. Liability Insurance Protection. Insurance coverage shall be provided for each Educator for any negligent act or omission of an employee committed within the scope of his or her employment, except as contained in 63-30-10 paragraphs (1) through (11) of the Utah Code Annotated with limits of:

Bodily and Personal Injury:	\$100,000 each person
Bodily and Personal Injury:	\$300,000 each occurrence
Property Damage:	\$ 50,000 each occurrence

Costs of this coverage shall be paid by the District.

23.4. Assault While On Duty. Whenever an Educator is absent from his/her assignment as a result of an unjustified assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence not to exceed his/her contract and such paid absence shall in no event be deducted from any sick leave to which such Educator is entitled.

23.5. Personal Property Loss, Limited. If any clothing or other personal property is damaged or destroyed as a result of such an assault, suffered in the course of his employment, the Board agrees to reimburse the Educator the market value of such property.

23.6. Disruptive Student Placement. Efforts will be made to find a more effective procedure, within the law, to exclude students from regular classes who present a continuous history of disruptive classroom behavior.

24. Resolution of Concerns

24.1. Concerns shall be addressed at the lowest possible level with all parties involved working cooperatively to resolve the

concern.

24.2. Definitions

24.2.1. A "grievance" is a claim based upon an event or condition which affects the interpretation, meaning, or application of any of the provisions of this Agreement. It is expressly understood that a claim which is not based upon an event or condition of this Agreement does not constitute a grievance.

24.2.2. An "aggrieved person" is the person or persons making the claim.

24.2.3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

24.3. Purpose

24.3.1. When a concern that could result in disciplinary action arises with an Educator or his/her program, that concern shall be put in writing and given to the building principal before it can be acted upon. The Educator has the right to see the written concern and respond in writing. The complainant's name must be on record with the building principal, but may remain confidential.

24.3.2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All parties shall cooperate and act in good faith to resolve the grievances.

24.3.3. Nothing herein contained will be construed to limit the right of the aggrieved person to appeal the matter to a higher level as outlined in the grievance procedure. An aggrieved person should not contact School Board members except through the approved procedure. There shall be an opportunity for a representative of the Association to be present to state the views of the Association at any level in the grievance procedure beyond level one.

24.3.4. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed a withdrawal of the grievance.

24.4. Procedure

24.4.1. Level One. The aggrieved person first shall discuss the grievance with the principal or immediate supervisor with the objective of resolving the matter, at which time the aggrieved person may (a) discuss the grievance personally; (b) request the faculty representative to accompany him/her, and act as the spokesperson. A grievance claim must be presented within ten (10) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based.

24.4.2. Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent or with the chairman of the Association's committee on Professional Rights and Responsibilities (hereinafter referred to as the P.R. and R. Committee) within five school days after the decision at level one or fifteen school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the chairman shall refer the grievance, along with a copy of the P.R. and R. Committee recommendations, to the Superintendent or his/her designated representative. A copy of the P.R. and R. Committee's recommendations shall be sent to the aggrieved party. The Superintendent or his/her designated representative shall represent the administration at level two of the grievance procedure. Within ten (10) working days after receipt of a written grievance by the Superintendent, the Superintendent or his/her designated representative shall meet with the aggrieved person in an effort to resolve it.

24.4.3. Level Three. In the event the grievance is not resolved, the aggrieved party may request, within 10 working days, through the Superintendent, a hearing before the Board. The Board shall review the grievance at the earliest possible School Board meeting after receipt of the request. The Board will act upon such request within forty (40) calendar days. The Board may grant or refuse the grievance, or may submit it to arbitration. The Board's decision will be final.

24.4.4. Level Four. The parties recognize that under existing Utah law a present agreement to arbitrate future disputes is wholly unenforceable. Accordingly, it is understood and agreed that neither party shall have the right to initiate or require the other party to participate in or bear the expenses of any arbitration proceedings unless an agreement in writing for the submission of a particular dispute to arbitration shall have been included. Within ten (10) working days after receipt of the written request of submission to arbitration, the Board and/or its designee or the Association and/or its designee shall respond in writing indicating whether it consents to submit the grievance to arbitration.

24.4.4.1. In the event that it is mutually agreed to submit the grievance to arbitration, the Board and/or its designee and the Association and/or its designee shall within ten (10) working days make all efforts to obtain a commitment from said panel to serve. If a panel is not agreed upon, the Board shall select one member, the Association shall select a second member and the two members shall select the third member.

24.4.4.2. The arbitration panel so selected shall confer with the Board and/or its designee and shall hold hearings promptly and shall issue its decision not later than twenty (20) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statement and proofs are submitted to it. Its decision shall be in writing and shall set forth its findings of fact, reasoning and conclusions on the issues submitted. It shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

24.4.4.3. The costs for the services of the arbitrator selected by the Board, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be paid by the Board. Likewise, the Association shall pay the cost of their appointed member. The cost of the third member shall be shared equally by the Board and the Association.

24.5. Rights of Educators to Representation

24.5.1. No reprisals of any kind shall be taken by either party or any member of the administration or the Association against any party in interest, any school representative, any member of the Professional Rights and Responsibilities Committee or any other participant in the grievance procedure by reason of such participation.

24.5.2. Any party in interest may be represented and/or accompanied at all stages of the grievance procedure by an appropriate person of his/her own choosing. The faculty representative should be such a representative at level one, if so chosen.

24.6. Miscellaneous

24.6.1. If, in the judgment of the appropriate Association representatives, a grievance, affecting a group or class of Educators, is not resolvable at Level One, an Association representative may submit such grievance in writing to the Superintendent directly and the processing of such grievance may be commenced at Level Two.

24.6.2. Decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

24.6.3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

24.6.4. To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Superintendent and the Association President.

24.6.5. Prior to the Level Three hearings, all parties of interest shall make available to the parties involved and their representatives, all pertinent information not privileged under law in their possession or control, and which is relevant to the issue raised by the grievance. Additional sources of information shall not be introduced at the hearing.

24.6.6. When it is necessary at Level Two or Level Three for a representative, or representatives, designated by the Association, to attend a meeting or a hearing called by the Superintendent, or his designee, during the school day, they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

24.6.7. The final remedy available to any Educator for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, as provided, however, that nothing contained herein shall deprive any Educator of any legal right.

25. Termination Procedure

25.1. Termination for Incompetence. Any Educator may be terminated for incompetence connected with his or her employment or for good and sufficient cause, as defined herein. Such termination shall be in accordance with the procedure herein provided.

25.1.1. Correcting Deficiencies. In order to terminate a Tenured Educator for incompetence, the Board shall give an opportunity to correct any deficiencies in the following manner:

25.1.1.1. The administrator who is the immediate superior shall send to the Superintendent and the Association President, not later than the close of the last full week of school in January, a written report on an Educator who is failing in his/her duties. This report shall state clearly reasons why the person's effectiveness as an Educator is being questioned.

25.1.1.2. During the second full week of school in February, said Educator shall be given written notice of the fact that his/her effectiveness as an Educator is being questioned and that his/her work needs to be upgraded and improved. This notice shall be written by the Superintendent in consultation with the Association President, prepared in quadruplicate form, one copy thereof to be delivered or mailed by certified mail to the Educator, one copy sent to the principal of the school, or said Educator's superior, and one copy retained by the Association President. Any employee whose effectiveness is questioned shall

have recourse to the grievance procedure as described above.

25.1.1.3. The notice shall suggest ways and means that an Educator might improve his/her work as well as pointing out that he/she must assume the major responsibility of securing help as necessary to bring his/her performance up to an acceptable level. The Association President and the Superintendent, or his/her designee, shall both consult with the Educator to offer any assistance and to help determine what assistance is needed and shall attempt in good faith to secure such assistance.

25.1.1.4. In the event that the administrator who questioned the effectiveness of said Educator finds that said Educator has not corrected the factors causing incompetence, he/she, the administrator, may recommend the suspension of the yearly salary increment, an equivalent reduction in salary, or that notice of dismissal be given in the manner hereinafter provided for.

25.1.1.5. In order to terminate a Tenured Educator because of incompetence after the above required first notice has been given him/her and correction of his/her deficiencies has not been accomplished, the Board or its agent must serve said Educator with a written notice of dismissal prior to March 15 of the contract year. Said notice of dismissal shall be executed by the Superintendent, or his/her agent, and served upon the Educator by personal delivery or by certified mail addressed to the Educator at his/her last known address.

25.1.1.6. The written notice of dismissal shall state that the Tenured Educator's option to renew his/her contract for the succeeding year is revoked and shall specify:

25.1.1.6.1. the effective date of termination;

25.1.1.6.2. the reasons for such termination; and

25.1.1.6.3. shall advise said Educator of his/her rights under the grievance procedure described in this Agreement.

25.1.1.7. Notification procedure:

- 25.1.1.7.1. The Educator shall have recourse to the grievance procedure established in this Agreement. (If this is the appeal process of choice, please note the time constraint changes.)
- 25.1.1.7.2. The notified Educator, in agreement with the Superintendent, may within ten (10) days after receipt of said notice of dismissal, request a conference before the Board by delivering to the Board through the Superintendent such a request in writing.
- 25.1.1.7.3. Upon receipt of such request, the Board shall set a time and a place for a conference on or before the date of the next regular Board meeting following the date of delivery of mailing of said request. Said conference shall be conducted by at least a quorum of the Board and may be attended by such persons as the Board or the Educator feel necessary and desirable. Said conference shall be conducted for the purpose of ascertaining all facts pertinent to the dismissal and for the purpose of determining whether or not the proposed dismissal shall be effectuated. The Educator may have present a representative of the Association.
- 25.1.1.7.4. Within five (5) days after said conference, the Board shall issue a written determination. If the decision is to terminate the employment of said Educator, then the effective date of dismissal will be specified in the written determination, which shall in no event be sooner than the originally proposed date or the tenth day following the date of determination, whichever is later.
- 25.1.1.7.5. In the event that the notified Educator fails to request a conference within ten (10) days after receipt of mailing of said notice of dismissal as set forth herein, he/she shall be deemed terminated upon the effective date thereof specified in said notice.

25.2. Termination for Good and Sufficient Cause

25.2.1. Any Tenured Educator or any Non-Tenured Educator may be suspended immediately by the Superintendent or his/her representative for good and sufficient cause and the grievance procedure as established in this Agreement shall be followed.

25.2.2. Should the results of the procedure exonerate the Educator, he/she shall be reinstated with no loss of salary during the period of suspension.

25.2.3. Should the results of the investigation show good and sufficient cause for dismissal, termination shall become effective as of the first day of the suspension.

25.2.4. The definition of "good and sufficient cause" shall include: Dishonesty/theft, dangerous disorderly conduct, immoral conduct, child sexual or physical abuse, commission/conviction of job related criminal act(s), illegal discrimination or harassment, any act which would constitute a crime against a person or public order under Utah law, breaking the Alcohol/Drug Policy, use of public property for personal gain, negligent or willful damage of school property, falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.), repeated unexcused absence/tardiness, willful misuse/abuse of benefits (including sick leave, health insurance, etc.), willful neglect of duty, insubordination, and incompetence where the process outlined above is followed.

25.3. Reduction in Force

25.3.1. In the event that the Board determines that there must be a reduction of its Educator force due to a decrease in the number of pupils in attendance, a consolidation of schools, the discontinuance of a particular service, or the non-availability of funds, the Board may suspend the services of a Tenured Educator effective at the end of a school year.

25.3.2. Notice of such suspension shall be given to the Tenured Educator thus affected on or before April 15 of the applicable school year. In making such dismissals, other personal and professional qualifications being equal, Educators shall be dismissed in the inverse order in which they were employed, provided, however, that no Tenured

Educator is dismissed while a non-Tenured Educator is retained to perform a service which the Tenured Educator is qualified and competent to render.

25.3.3. Said suspended Tenured Educators shall be reinstated to full employment as Tenured Educators when positions for which they are certified and qualified again become available. Said Educators shall remain entitled to said reinstatement until such time as he/she shall refuse further employment thus offered after notice of such right to re-employment been given to him/her on or before June 1 for the coming school year. Said Educator thus re-employed shall retain status held at time of suspension.

25.4. Federal Programs and Other Special Projects of a Temporary Nature

25.4.1. Many programs and projects now being funded are of a temporary nature dependent upon revenues received by the Nebo School District. Such programs include, but are not limited to: Head Start, Migrant Program, Chapter I, ESEA Program, Title III, ESEA Projects, some special education programs and some vocational programs. There are some special programs initiated by the Nebo School District which are also of a temporary nature.

25.4.2. All employees employed for projects or programs where funds are dependent upon this type of project and the availability of funds, cannot be assured employment beyond the conclusion of the program or project. Persons phased out of projects will be given first consideration upon application for current vacancies, provided they are at least as qualified as other applicants. Such persons re-employed by the District will be re-employed without loss of lane or steps on the salary schedule.

25.4.3. Employees, whose positions are phased out due to discontinuance of projects or programs, may not consider their loss of position for this reason to be a grievance under this Agreement.

25.4.4. The only exception to this section will be employees transferred by the District to a project.

25.4.5. In no case shall non-certificated personnel be given any indication of permanent employment.

26. Use of School Facilities

- 26.1. The Association will have the right to use school buildings for meetings without cost, as approved by the appropriate administrator, provided that such meetings do not interfere with the normal operation of the school.
- 26.2. Meetings of Association groups within a school shall be arranged for in advance with the principal.
- 26.3. Bulletin board space will be provided for the posting of Association notices and publications.

27. Extended Contract Employees

- 27.1. Those certified employees who are given contract obligations in excess of the regular 182-day contract for which they receive their "regular contract" rate of pay, will be considered "extended contract employees." Extra work paid at the hourly rate, as well as any extended contract days provided from career ladder funds, will not qualify for this classification.
- 27.2. Extended contract employees are expected to fulfill the obligations of the extension as may be specified by their supervisor. In each situation a written agreement will be required.
- 27.3. Medical benefits are applicable. They are constant since that coverage is purchased as a twelve-month benefit.
- 27.4. Sick leave will be available to extended contract employees just as it is during the regular school year. Days used will be charged to the individual's normal allocation or unused portion thereof. Non-Tenured Educators who are allocated only five days each year for the first three years are now eligible to generate one additional sick leave day for each block of thirty-six extended contract days worked per year or one-half day sick leave for extended contracts of eighteen to twenty-nine days. Eligibility will only be generated in one-half day blocks.
- 27.5. Employees under this classification will generate retirement credit only as defined by State law.
- 27.6. Under this classification, it is understood that available funds dictate whether the additional time is available from year to year. Therefore, these extensions are automatically terminated at the conclusion of each specific contract year.

- 27.7. Extended contracts may be voluntarily terminated by mutual agreement between the employee and the principal/supervisor in charge. This may be required in writing.
- 27.8. Orderly termination may be effected under the rules governing regular contracts.
- 27.9. The additional compensation generated from extended contracts is excluded from computation of any "early retirement" stipend or "separation payment" benefits.

28. Separation Payments Plan

28.1. The Nebo School District will provide separation payments to eligible and approved employees who retire from District service and who also retire from the Utah Retirement System beginning July 1, 2006. The total amount of the separation payments is calculated based on a percentage of the employee's final base contract amount, plus a fixed dollar amount of fifty thousand dollars (\$50,000). The separation payments will be paid out in five (5) equal installments over a period of five (5) years. An approved employee may continue to purchase medical coverage through the District until the end of the month in which the retiree becomes eligible for Medicare. To maximize the value of the separation payments, the District will use a tax-free vehicle for medical coverage premiums and other qualified health care expenses, and a tax-deferred account for the balance of the payments. All persons actually commencing their initial period of employment with the District after June 30, 2006 will not be eligible to receive the separation payments.

28.2. This section is for information only. It is not negotiable and its continuation as a benefit to Nebo employees is solely at the discretion of the Nebo School District Board of Education. The full description of the plan can be obtained at the District Office or found on the District website.

29. Duration of This Agreement

29.1. The provisions of this Agreement will be effective upon ratification and will continue and remain in full force and effect until June 30, 2008, except as noted below, and unless extended for a predetermined length of time by mutual agreement.

29.2. The terms of this Agreement shall be extended for Educators employed in District summer school programs through the summer employment period following the effective expiration date of this Agreement.

30. **Binding Effect.** This Agreement shall be binding upon the parties and their respective successors during its existence; provided, however, that the parties recognize that the Board cannot, and does not, commit the expenditure of funds not appropriated or levied, or otherwise available. Accordingly, the obligations of the Board and the District hereunder are subject to and conditioned upon availability of public funds to implement this or any successor agreement.

APPENDIX A

NEBO SCHOOL DISTRICT

EDUCATOR EVALUATION

PERFORMANCE EXPECTATIONS

These must be measured by observation and documentation, followed by a statement of corrective expectation which is shared, dated, signed and filed.

1. Learning Outcomes
2. Utilization of Instructional Media/Materials
3. Instructional Techniques
4. Academic Learning Time/Student Involvement
5. Positive Reinforcement of Student Academic Responses
6. Correction of Student Academic Responses
7. Classroom Discipline
8. Classroom Atmosphere
9. Pacing and Transition
10. Monitoring of Student Progress
11. Communication
12. Teamwork
13. Organizational Commitment
14. Professional Development
15. Professionalism

Strategic Plan #9-4-2

APPENDIX A-1

Form #200.10
Rev. 7/1/04

NEBO SCHOOL DISTRICT
CLASSROOM EDUCATOR EVALUATION FORM

Teacher _____ School _____
Administrator _____ Date of Pre-Conference _____

TEN TEACHING EXPECTATIONS As observed in the lesson evaluated on: _____

		<u>High</u>	<u>Rankings</u>			<u>Low</u>
		5	4	3	2	1
1.	Learning Outcomes	—	—	—	—	—
2.	Utilization of Instructional Media/Materials	—	—	—	—	—
3.	Instructional Techniques	—	—	—	—	—
4.	Academic Learning Time/Student Involvement	—	—	—	—	—
5.	Positive Reinforcement of Student Academic Responses	—	—	—	—	—
6.	Correction of Student Academic Responses	—	—	—	—	—
7.	Classroom Discipline	—	—	—	—	—
8.	Classroom Atmosphere	—	—	—	—	—
9.	Pacing and Transition	—	—	—	—	—
10.	Monitoring of Student Progress	—	—	—	—	—
Sub-Total (50 Points Possible)		—				

PROFESSIONAL EXPECTATIONS

11.	Communication	—	—	—	—	—
12.	Teamwork	—	—	—	—	—
13.	Organizational Commitment	—	—	—	—	—
14.	Professional Development	—	—	—	—	—

15. Professionalism _____

Sub-Total (25 Points Possible) _____

Total (75 Points Possible) _____

A total of 60 points are needed for a passing score.

Check if comments are on the back. _____

Date of Post-Conference _____

Evaluator's Signature _____ Date _____

I have seen the above evaluation. My signature does not necessarily mean I agree. I understand that I may attach my own comments on the attached form

Educator's Signature _____ Date _____

Distribution: White to District Human Resources Office, Yellow to Teacher, Pink to Principal

APPENDIX A-2

Form #200.11
Rev. 7-8-92

**NEBO SCHOOL DISTRICT
DOCUMENTATION NOTES AND COMMENTS:**

Principal's Signature

Date

Educator's Signature

Date

(Educator's signature verifies awareness of this notice only; does not indicate agreement with or approval of contents.)

**NEBO SCHOOL DISTRICT
PEER OBSERVATION/CONSULTATION FORM**

Teacher Observed: _____ School: _____
Class or Subject Taught: _____ Date of Observation: _____
Activity Being Observed: _____
Length of Visit (Including conference after evaluation) _____
Team Members: (1) _____ (2) _____

I. Observations:
(To team members: The purpose of your visit is to help improve a teacher's effectiveness in the classroom. Please note areas of particular strength or weakness. Ideas for consideration: Classroom management; appropriate activities for lesson; time on task; use of materials; mood and tone of class; physical facilities; other).

II. Commendations: (Area of particular strength)

III. Recommendations: (Areas where improvement could be made)

IV. Teacher's Response:

Team Members Signatures: _____

Educator's Signature: _____
(Does not necessarily indicate agreement)

Distribution: White to Human Resources, District Office
Yellow to Teacher
Pink to Principal

APPENDIX B

NEBO SCHOOL DISTRICT
REQUEST FOR TRANSFER

Date: _____

TO: _____
Appropriate Director)

I, _____ (Educator's Name), hereby
request a transfer to _____ (Area or School) in
_____ (List grade level or
subject priority). I am currently assigned to _____
(Assignment) and _____ (School).

Reason for request:

Special qualifications:

(Educator's Signature)

Note: Forms are available on the District Website @ www.nebo.edu.

APPENDIX C

STIPENDS FOR EXTRA CURRICULAR ACTIVITIES

Coaches and Advisors Stipends:

All stipends for coaches and advisors will be based on a percentage of the base as shown on the following pages. All stipends must be paid in the contract year in which the work is done, with June 10th as the final deadline.

Position	Category	Stipend %	Step 1 Amount
Athletic Director	A	15.0	\$3973
Head Football	B	10.0	\$2649
Assistant Football	F	6.0	\$1589
Assistant Football	F	6.0	\$1589
Assistant Football	F	6.0	\$1589
Assistant Football	F	6.0	\$1589
Assistant Football	F	6.0	\$1589
Head Boys Basketball	B	10.0	\$2649
Assistant Basketball	F	6.0	\$1589
Assistant Basketball	F	6.0	\$1589
Assistant Basketball	F	6.0	\$1589
Head Girls Basketball	B	10.0	\$2649
Assistant Basketball	F	6.0	\$1589
Assistant Basketball	F	6.0	\$1589
Assistant Basketball	F	6.0	\$1589
Head Boys Track	D	8.0	\$2119
Assistant Track	H	4.8	\$1271
Assistant Track ¹	H	4.8	\$1271
Head Girls Track	D	8.0	\$2119
Assistant Track	H	4.8	\$1271
Assistant Track ¹	H	4.8	\$1271
Head Volleyball	D	8.0	\$2119
Assistant Volleyball	H	4.8	\$1271
Assistant Volleyball	H	4.8	\$1271
Head Baseball	D	8.0	\$2119
Assistant Baseball	H	4.8	\$1271
Assistant Baseball	H	4.8	\$1271
Head Wrestling	D	8.0	\$2119
Assistant Wrestling	H	4.8	\$1271
Assistant Wrestling	H	4.8	\$1271
Head Boys Tennis	E	4.0	\$1059

Head Girls Tennis[E	4.0	\$1059
Head Golf	E	4.0	\$1059
Head Boys Cross-Country	E	4.0	\$1059
Head Girls Cross-Country	E	4.0	\$1059
Head Swimming ²	D	8.0	\$2119
Assistant Swimming ³	H	4.8	\$1271
Head Boys Soccer	D	8.0	\$2119
Assistant Boys Soccer	H	4.8	\$1271
Head Girls Soccer	D	8.0	\$2119
Assistant Girls Soccer	H	4.8	\$1271
Head Softball	D	8.0	\$2119
Assistant Softball	H	4.8	\$1271
Assistant Softball	H	4.8	\$1271
Head Drill Team	C	9.0	\$2384
Assistant Drill Team	G	5.4	\$1430
Head Cheerleading	C	9.0	\$2384
Assistant Cheerleading	G	5.4	\$1430
Band	B	10.0	\$2649
Assistant Band	F	6.0	\$1589
Assistant Band	F	6.0	\$1589
Pep Band	E	4.0	\$1059
Orchestra	B	10.0	\$2649
Assistant Orchestra ⁴	F	6.0	\$1589
Dance Company	E	4.0	\$1059
Debate	B	10.0	\$2649
Yearbook	E	4.0	\$1059
Choir	B	10.0	\$2649
Assistant Choir	F	6.0	\$1589
Drama	B	10.0	\$2649
Assistant Drama	F	6.0	\$1589
Student Council	C	9.0	\$2384
Principal's Discretion	N/A	N/A	\$3000
Landmark High	N/A	N/A	\$600
Voc Ag ⁵	C	9.0	\$2384

- 1 If more than 30 participants
- 2 If less than 10 participants, the stipend is 4.8%
- 3 If more than 25 participants
- 4 If more than 40 participants
- 5 Paid from CTE funds upon verification of 300 student involved hours

Head Coaches, Advisors Stipends Based on Years of Service

Percentage of Base

Base	Year	A	B	C	D	E
\$26,485	1	15.00%	10.00%	9.00%	8.00%	4.00%
\$26,485	2	15.00%	10.00%	9.00%	8.00%	4.00%
\$26,485	3	15.00%	10.00%	9.00%	8.00%	4.00%
\$26,485	4	15.75%	10.50%	9.45%	8.40%	4.20%
\$26,485	5	15.75%	10.50%	9.45%	8.40%	4.20%
\$26,485	6	15.75%	10.50%	9.45%	8.40%	4.20%
\$26,485	7	16.50%	11.00%	9.90%	8.80%	4.40%
\$26,485	8	16.50%	11.00%	9.90%	8.80%	4.40%
\$26,485	9	16.50%	11.00%	9.90%	8.80%	4.40%
\$26,485	10	17.25%	11.50%	10.35%	9.20%	4.60%

Dollar Calculation

Years	A	B	C	D	E
1	\$3,973	\$2,649	\$2,384	\$2,119	\$1,059
2	\$3,973	\$2,649	\$2,384	\$2,119	\$1,059
3	\$3,973	\$2,649	\$2,384	\$2,119	\$1,059
4	\$4,131	\$2,781	\$2,503	\$2,225	\$1,112
5	\$4,131	\$2,781	\$2,503	\$2,225	\$1,112
6	\$4,131	\$2,781	\$2,503	\$2,225	\$1,112
7	\$4,370	\$2,913	\$2,622	\$2,331	\$1,165
8	\$4,370	\$2,913	\$2,622	\$2,331	\$1,165
9	\$4,370	\$2,913	\$2,622	\$2,331	\$1,165
10	\$4,569	\$3,046	\$2,741	\$2,437	\$1,218

Assistant Coaches, Advisors Stipends Based on Years of Service

Percentage of Base

<u>Base</u>	<u>Year</u>	<u>F</u>	<u>G</u>	<u>H</u>
\$26,485	1	6.00%	5.40%	4.80%
\$26,485	2	6.00%	5.40%	4.80%
\$26,485	3	6.00%	5.40%	4.80%
\$26,485	4	6.30%	5.67%	5.04%
\$26,485	5	6.30%	5.67%	5.04%
\$26,485	6	6.30%	5.67%	5.04%
\$26,485	7	6.60%	5.94%	5.28%
\$26,485	8	6.60%	5.94%	5.28%
\$26,485	9	6.60%	5.94%	5.28%
\$26,485	10	6.90%	6.21%	5.52%

Dollar Calculation

<u>Years</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	\$1,589	\$1,430	\$1,271
2	\$1,589	\$1,430	\$1,271
3	\$1,589	\$1,430	\$1,271
4	\$1,669	\$1,502	\$1,335
5	\$1,669	\$1,502	\$1,335
6	\$1,669	\$1,502	\$1,335
7	\$1,748	\$1,573	\$1,398
8	\$1,748	\$1,573	\$1,398
9	\$1,748	\$1,573	\$1,398
10	\$1,827	\$1,645	\$1,462

1. Coaches/advisors in years 1-3 receive the basic stipend, coaches/advisors in years 4-6 receive basic stipend plus 5%; coaches/advisors in years 7-9 receive the basic stipend, plus 10%; and coaches/advisors in years 10-12 receive the basic stipend, plus 15%; coaches and advisors in years 13-15 receive the basic stipend, plus 16%; coaches and advisors in years 16-18 receive the basic stipend, plus 17%; coaches/advisors in years 19 and beyond receive the basic stipend, plus 18%.
 2. Years do not need to be consecutive, but must be in the same sport/activity.
 3. Examples: (1) A coach works with basketball for five years. The next year he also coaches football. In the final year, he would be on Step 6 in basketball and Step 1 in football. (2) A coach works with volleyball for three years, then quits coaching. Several years later, she becomes the volleyball coach again. She would be placed on Step 4.
 4. Rule: Years of coaching as an assistant may be counted if the coach becomes the head coach in the same sport. Example: A coach works as an assistant in basketball for five years and then becomes the head coach. He would be placed on Step 6 of the head coach stipend schedule.

APPENDIX C-1

STIPEND POINT SYSTEM FOR JUNIOR HIGH SCHOOLS and MIDDLE SCHOOLS

Hereby establish an amount equal to 31% of the base (\$8,374) to fund each junior high and middle school intramural program to be coordinated and allocated by local administration.

The junior high drama stipend will provide an amount equal to 5% of the base (\$1,351) for stipend money to be used upon the principal's request. The amount of the stipend, up to the maximum of 5%, will be determined by agreement between the teacher and the principal. The size and scope of the extracurricular program will be set by mutual agreement between the drama director and the principal. A major production and two minor productions should be required for the maximum stipend to be issued. A smaller program would result in a reduced stipend.

Note: When an Educator assists at a school activity held on Saturday, after 4:30 p.m. on the day before a holiday, or a holiday, then the pay rate will be the same as the current evening school rate. This rule is not applicable when an Educator is already receiving a stipend for that particular activity.

APPENDIX D

LUNCH TIME SUPERVISION SUMMARY SHEET

School	Projected Enrollment	Number of Units	Supervision Allotment
Art City	690	4	\$6,760
Barnett	834	4	6,760
Brockbank	529	3	5,070
Brookside	685	4	6,760
Canyon	733	4	6,760
Cherry Creek	532	4	6,760
East Meadows	671	4	6,760
Foothills	619	4	6,760
Goshen	399	3	5,070
Hobble Creek	757	4	6,760
Larsen	608	4	6,760
Mapleton	616	4	6,760
Mt. Loafer	482	3	5,070
Orchard Hills	686	4	6,760
Park	539	3	5,070
Park View	546	3	5,070
Rees	645	4	6,760
Riverview	664	4	6,760
Sage Creek	784	4	6,760
Salem	422	3	5,070
Santaquin	612	4	6,760
Spanish Oaks	814	4	6,760
Spring Lake	712	4	6,760
Taylor	369	3	5,070
Westside	695	4	6,760
Wilson	557	4	<u>6,760</u>

TOTAL LUNCH TIME SUPERVISION \$170,790

Formula for allocation of lunch time supervision, based on enrollment:

1 - 350	=	2 units	*Unit Value	\$1,690.00
351 - 550	=	3 units		
551 - 1000	=	4 units		
1000+	=	5 units	*Lane D wage times 180 days	

Note: Amounts will be adjusted based on the October 1st student count.

APPENDIX E

IN WITNESS WHEREOF, the parties hereunder set their hands this 6th day of July, 2007.

THE BOARD OF EDUCATION OF
NEBO SCHOOL DISTRICT

THE NEBO EDUCATION
ASSOCIATION

R. Dean Rowley, President

Jeff Alexander, President

**APPENDIX F
DEADLINE DATES**

TEACHER ACTION REQUIRED BY THESE DEADLINE DATES

<u>Date</u>	<u>Event</u>	<u>Section</u>
Any time	Thirty day notice required for voluntary termination before the end of the contract period	5.4.5.
August 15	Notify Payroll of desire to have checks come in eleven (11) payments, otherwise remuneration will be made in twelve payments.	19.2.1.
September 15	Cut-off date for submitting official credit for lane advancement.	19.6.6.
January or February	A letter of intent from an Educator on leave of absence is required two weeks after request for same.	20.12.9.
February 15	Letter of intent from an Educator on various leaves due by this date.	20.12.9.
March 1	Applications for professional development leave, or for other leaves of absence.	20.9.2 <u>or</u> 20.12.3.
March 15	Educators who desire a transfer must submit a request on approved form by this date.	14.2.3.
April 1	Deadline for potential retirees to submit Separation Payment applications	Section 29
April 15	Final letter of intent decision or option to renew	5.4.2, 5.4.6., <u>or</u> 20.12.9.
May 10	Request for full payment of remaining contract must accompany May payroll report	19.2.2.
June 10	Coaches/advisors stipends must be paid out	Appendix C
July 1	Retired educator under Early Retirement plan must elect payment option for stipend	28.3.3.

ADMINISTRATIVE ACTION REQUIRED BY THESE DEADLINE DATES

<u>Date</u>	<u>Event</u>	<u>Section</u>
September 15	Cut-off date to be observed for lane advancement	19.6.6.
September 15	Cut-off date for receiving official credits for lane advancement	19.6.6.
January 15	Evaluation of all Non-tenured Educators, including two for first-year employees, or for Educators whose status is in question, due from principals	12.3.4. <u>or</u> 12.3.5.2
January, last week	Written report filed by the immediate supervisor on an Educator who is deemed failing	25.1.1.1.
January or February	Written requests for letter of intent to be sent to all Educators on leaves of absence	20.12.9.
February, second week	Written notice by the Superintendent, in consultations with the Association President, to each Educator whose effectiveness is being questioned	25.1.1.2.
March 1	Deadline for receiving professional development leave or other unpaid leaves of absence applications.	20.12.3.
March 15	Second evaluation on Non-tenured Educators due from the principal if applicable	12.3.5.
March 15	Notices sent stating intention not to re-employ Non-tenured Educators	5.7.
March 15	Written notices of dismissal sent to Tenured Educators because of incompetence	25.1.1.5.
March 15	Evaluations completed by the principal for all Educators assigned to the school.	12.3.6.
March 15	Principal to notify Non-Tenured Educator with more than two years of experience and Association of second year of probation	5.3.2.1.

April 1	Disposition of all professional development leave applications will be made by the Board prior to this date.	20.9.2
April 15	Notices sent to Tenured Educators affected by reduction in force, if possible	25.3.2.
April 15	Notices sent specifying involuntary transfer or reassignment	14.3.1.
April 15	Continuing contract option in effect after this date for all Tenured Educators not notified of dismissal.	5.4.2.
June 1	When re-employment of an Educator suspended because of reduction in force is contemplated, then notification will be made by this date.	25.3.3.

APPENDIX G

SALARY SCHEDULE

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