

# **NEBO SCHOOL DISTRICT CERTIFIED EMPLOYEE HANDBOOK**

covering the period

**JULY 1, 2017 to JUNE 30, 2018**

## **A NEGOTIATED AGREEMENT**

between

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

and

**ALL CERTIFIED EMPLOYEES**

as negotiated by

**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 August 16, 2017, through May 25, 2018.
- 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 its terms.
- 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.
- 1.9. "Contract Term" shall mean the period of time from July 1, 2017, through June 30, 2018.
- 1.10. "Dismissal" or "Termination" of career educators shall mean:
  - 1.10.1. Any ending of employment of an educator by action of the Board; or
  - 1.10.2. The revocation of a career educator's option to renew his/her contract for a succeeding year.

## **2. CONTRACTUAL NATURE**

### **2.1. Binding Effect.**

2.1.1. This Agreement shall be binding upon the educators and the Board during the Contract Term; 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.

2.1.2. This Agreement shall be deemed to be a part of each individual Educator's contract by reference.

2.1.3. 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.

### **2.2. Duration of This Agreement**

2.2.1. The provisions of this Agreement will be effective upon ratification and will continue and remain in full force and effect until June 30, 2018, except as noted in Section 2.2.2. below, and unless extended for a predetermined length of time by mutual agreement.

2.2.2. 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.

2.2.3. 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.

### **2.3. Annual Negotiations**

2.3.1. After approval and execution of this Agreement and upon request by the Association, the Board and the Association will meet to negotiate terms and conditions of employment for the year following the Contract Term.

2.3.2. Negotiations for non-monetary items should begin as early as possible in the school year. Monetary items will then be considered starting April 1.

- 2.3.3. If the Board and the Association fail to come to agreement in contract negotiations, the District will follow Utah Code Ann., Section 53A-7-101 and 102 for impasse, mediating and fact-finding.

#### 2.4. Availability of Agreement

- 2.4.1. Each year, after negotiations are settled, a booklet will be published containing all agreements between the Board 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.
- 2.4.2. The District agrees to make this Agreement available on the District website for easy access by employees. Electronic publication does not preclude the printing of this Agreement.

#### 2.5. Provisions of Law

- 2.5.1. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Utah.
- 2.5.2. 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.
- 2.5.3. 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, as amended by the ADAAA of 2008 (ADAAA) 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); and (e) any other legally protected class(es) as defined by applicable state and federal law.
- 2.5.4. 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, as amended by the ADAAA of 2008 (ADAAA) 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.

- 2.6. If the District budget is cut by the state during the Contract Term, the District shall have the discretion to impose budget-required furlough days for the current year, after consulting with Association leadership.

### 3. EMPLOYEE ASSOCIATION

- 3.1. All Educators constitute what the parties hereto believe to be an appropriate unit for purposes of negotiating terms and conditions of employment as contemplated by Utah Code Ann., Section 34-20-9. The Board agrees to recognize the Association as the exclusive representative of all Educators for the purpose of collective bargaining upon being furnished with satisfactory evidence that a majority of Educators have designated or selected the Association as their representative, as contemplated by Utah Code Ann., Section 34-20-9.
  - 3.1.1. Such recognition shall not deprive any individual Educator or group of Educators the right to present grievances as provided in Section 12 of this Agreement.
  - 3.1.2. Nothing herein shall be so construed as to deprive an individual of his/her rights under the Utah Right to Work Law, Utah Code Ann., Section 34-34-1, et. seq.
- 3.2. The term "Educator" as used in this Agreement does not include the following:
  - 3.2.1. Administrative Assistants;
  - 3.2.2. Assistant Principals;
  - 3.2.3. Assistant Superintendents;
  - 3.2.4. Classified Employees;
  - 3.2.5. Clerk of the Board;
  - 3.2.6. Coordinators;
  - 3.2.7. Directors;
  - 3.2.8. Nurses;
  - 3.2.9. Principals;
  - 3.2.10. Superintendent; or
  - 3.2.11. Supervisors.
- 3.3. Association Recognition. See Nebo School District Board of Education Policy #GBA "Employee Associations".

- 3.4. The Association has the same right as any other group to request that a particular item be placed on the agenda for a Board meeting. This request is made to the Superintendent, who will set the time and place for this matter and notify the Association.
- 3.5. 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.
- 3.6. The Superintendent will make available to the Association President the agenda and information as to the subjects being considered at the next official Board meeting.
- 3.7. Use of School Facilities
  - 3.7.1. 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.
  - 3.7.2. Meetings of Association groups within a school shall be arranged for in advance with the principal.
  - 3.7.3. Bulletin board space will be provided for the posting of Association notices and publications.
- 3.8. 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. CAREER REGULATIONS

- 4.1. Purpose. Career educators may expect to remain in the employment of the District until such time as they may retire, unless they are otherwise notified in accordance with the provisions of this regulation.
- 4.2. Classification. The teaching and professional personnel of this District shall be classified as follows:
  - 4.2.1. "Career 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 "provisional educators" in the District, as defined below.
  - 4.2.2. "Provisional educators" shall be comprised of all teaching and professional personnel employed on at least a half-time basis, or 0.5 FTE, 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 the District, as outlined below:
    - 4.2.2.1. In order to obtain career status, a beginning educator must complete a minimum of three (3) consecutive years as a provisional educator.
    - 4.2.2.2. Except as provided in section 4.2.2.3 below, an educator with one (1) or more years' previous teaching experience outside the District will remain as a provisional educator in Nebo School District for two (2) years before being recognized as a career educator.
    - 4.2.2.3. If the principal deems it necessary for the benefit of the District and the educator to extend a provisional educator's provisional status, it may be extended upon the request of the principal and approval of the Director of Human Resources. Provisional status may be extended in one year increments for up to two additional years, in accordance with provisions set forth in state law, District policy, and this agreement. In this instance, the educator and the Association (if the educator is a member of the association) will receive notification no later than April 15.
    - 4.2.2.4. The change of status to a career educator occurs at the beginning of the Contract Term after the educator has completed all state and District requirements.

- 4.2.2.5. Educators may not be awarded career status unless and until they advance to a level 2 license.
- 4.2.3. “At-Will Educators” shall be comprised of all teaching and professional personnel other than Career Educators and Provisional Educators. An educator is an At-Will Educator and is not eligible for career employee status if the educator:
  - 4.2.3.1. Is an educator who holds a competency-based license pursuant to Utah Code Ann. Section 53A-6-104.5 and does not hold a level 1, 2, or 3 license as defined in Utah Code Ann. Section 53A-6-103;
  - 4.2.3.2. Holds an administrative/supervisory letter of authorization pursuant to Utah Code Ann. Section 53A-6-110; or
  - 4.2.3.3. Is employed at less than half-time.
- 4.3. Employment Period of Career Educators. Career educators are granted continued employment for each succeeding year under the conditions outlined below unless terminated (a) for cause or unsatisfactory performance as provided in Section 11 of this Agreement, or (b) under the provisions of Nebo School District Policy #GCPF – Reduction in Force.
  - 4.3.1. Letter of Intent. The career educator must notify the District each year, via the process outlined in the employee portal section of the District website, of his or her decision to continue employment with the District for the next school year. An educator who indicates that his/her return for the following year is undetermined must make a decision by March 15. An educator who does not inform the District of his/her decision by March 15 will be deemed to have notified the District that he/she will not be returning.
  - 4.3.2. Penalty for Early Termination. Career Educators choosing to terminate their obligation to their contract prior to the end of the Contract Term are subject to a penalty of one thousand dollars (\$1000.00). Career Educators who give the District thirty days written notice before terminating their contract during the Contract Term will have the penalty reduced to five hundred dollars (\$500.00). The penalty for early termination may be appealed to the Director of Human Resources.
- 4.4. Employment Period of Provisional Educators. Unless an individual contract of employment expressly provides otherwise, a provisional educator shall be employed for the Contract Term and may be terminated during the Contract Term only for cause or under the provisions of Nebo School District Policy #GCPF – Reduction in Force. Each provisional educator will

be re-employed for the succeeding year unless given notice as provided in Section 4.4.1. below.

- 4.4.1. Notice of Non-renewal of Contract for a Provisional Educator. If the Board determines not to re-employ a provisional educator beyond the Contract Term, notice of such intention shall be given to the educator in writing by personal delivery or by certified mail by April 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. Utah Code Ann. §53A-8a-502(3)(b). Notice will also include a statement allowing for an informal conference with the Director of Human Resources.
- 4.4.2. Penalty for Early Termination. Provisional Educators choosing to terminate their obligation to their contract prior to the end of the Contract Term are subject to a penalty of one thousand dollars (\$1000.00). Provisional Educators who give the District thirty days written notice before terminating their contract during the Contract Term will have the penalty reduced to five hundred dollars (\$500.00). The penalty for early termination may be appealed to the Director of Human Resources.
- 4.5. Salary Schedule. Both the career educator's salary for each succeeding year of employment and the salary under a renewed contract for the provisional educator shall be based upon the salary schedule which is adopted by the Board for the ensuing Contract Term, as outlined further in Section 13 of this Agreement.
- 4.6. Notification of Proposed Salary. Each year following the conclusion of negotiations between the Board and the Association, each educator's proposed specific salary for the ensuing year, based upon the negotiated salary schedule, will be made available.
- 4.7. Part-time Professional Contracts
  - 4.7.1. When a contract offered by the District calls for a certified employee to be employed for less than full time, it will be considered a part-time contract.
  - 4.7.2. The contract offered a certified employee will be based on a percentage of an FTE (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% FTE 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.

- 4.7.3. Educators with a part-time contract will be fully obligated to attend faculty meetings, collaboration 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.
- 4.7.4. 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.

## 5. PROFESSIONAL IMPROVEMENT

### 5.1. Local School Professional Improvement Committee

5.1.1. Each faculty will organize a Local School Professional Improvement Committee (LPIC) which will be composed of:

5.1.1.1. Principal and/or vice-principal;

5.1.1.2. Association faculty representative(s); and

5.1.1.3. Two other teachers chosen by the school faculty in an election conducted by the Association faculty representative(s).

5.1.2. The LPIC will choose a chairperson from among its members.

5.1.3. The LPIC will meet a minimum of once per month during the school year.

5.1.4. The purpose of the LPIC 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.

5.1.5. All recommendations of the LPIC 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.

5.1.6. Unresolved problems can be appealed in writing to the District Professional Improvement Committee (DPIC) who will act on the issue in a timely manner.

### 5.2. District Professional Improvement Committee

5.2.1. The District will maintain a District Professional Improvement Committee (DPIC) which will be comprised as follows:

5.2.1.1. The Superintendent or his/her representative;

5.2.1.2. The Association President or his/her representative;

5.2.1.3. The Directors of Elementary and Secondary Education, or their representative;

5.2.1.4. An elementary teacher; and

5.2.1.5. A secondary teacher.

5.2.2. The DPIC will make recommendations for in-service programs, professional development leave consistent with Section 14.8., and other experiences at the District level which will be responsive to the needs of educators in helping them maintain and improve their skills.

### 5.3. In-Service Training

5.3.1. 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.

## 6. EDUCATOR RESPONSIBILITIES

### 6.1. Teaching Hours and Teaching Load

- 6.1.1. Periods of Employment. The days educators are required to report to work within the Contract Term are designated by the Board in the official school calendar.
- 6.1.2. The Contract Term for certified employees is July 1 through June 30, of which the employees are required to work one hundred eighty-four (184) days as specified in the official school calendar.
- 6.1.3. School districts are required to conduct school for at least 180 school days and 990 instructional hours each school year. The days or hours may be offered at any time during the Contract Term, July 1, to June 30, except Sunday. Utah Admin. Code R277-419-4(A)(1)-(2).
  - 6.1.3.1. "School Day" means a minimum of two hours per day per session in kindergarten and a minimum of four hours per day in grades one through twelve. All school day calculations shall exclude lunch periods and pass time between classes but may include recess periods that include organization or instruction from school staff. Utah Admin. Code R277-419-1(V).
  - 6.1.3.2. Emergency/activity/weather-related exigency time shall be planned for in the District's annual calendaring. 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. Utah Admin. Code R277-419-8(B).
- 6.1.4. The great majority of educators in the District are to be commended for their professionalism, particularly in regards to the number of hours they spend at school. Educators should arrive thirty (30) minutes before classes begin and remain until thirty (30) minutes after classes are dismissed. There may be exceptions as required by system circumstances, such as faculty meeting, workshops, etc.
- 6.1.5. School buildings are to be opened for pupils at the time of the arrival of the first regularly scheduled bus or at least thirty (30) 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 or at least thirty (30) minutes after the last students have been

dismissed. Exceptions to this provision may be made in case of emergency.

- 6.1.6. 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.

## 6.2. Discipline in Schools

- 6.2.1. 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.
- 6.2.2. 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.

## 6.3. Co-Curricular and Extra-Curricular Activities

- 6.3.1. 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.
- 6.3.2. Teachers assigned to extra-curricular activities at the junior high and high school level shall be paid as set forth in Nebo School District Policy #GF, Coaches and Advisors.

- 6.4. Private Business or Other Remunerative Employment. No educator shall 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. Utah Code Ann. § 67-16-4. Utah Admin. Code R277-107.

## 6.5. Supervision of Supportive Personnel

- 6.5.1. 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.

6.5.2. 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.

6.5.3. Paraeducators.

6.5.3.1. Paraeducators may be employed by the Board and shall perform paraprofessional duties as outlined in Utah Admin. Code R277-524.

6.5.3.2. Educators who supervise paraeducators shall have the opportunity to evaluate the services of the paraeducators and recommend their re-employment or dismissal. Provisions shall be made for the in-service training for paraeducators and for educators who supervise them. Educators shall direct interns and paraeducators in accordance with current District policy.

6.6. Educator Participation in Non-Teaching Duties

6.6.1. The responsibility of an educator encompasses the total education of students which requires that educators also be assigned non-teaching duties by the principal.

6.6.2. All professional employees shall have access to a minimum of a thirty (30) minute duty-free lunch period.

6.6.3. Each school faculty, in consultation with the principal, shall determine how the lunch-time supervision funds shall be distributed among those involved in lunch-time supervision.

6.7. Educator Preparation Time

6.7.1. 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.

- 6.7.2. 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.
- 6.7.3. Elementary Educators
  - 6.7.3.1. Elementary educators shall have preparation time for the purposes outlined in this section.
  - 6.7.3.2. This uniquely scheduled preparation time lasts only for the period of time specified in the administrative handbook and for the purposes outlined in this section.
- 6.7.4. Secondary Educators
  - 6.7.4.1. Secondary educators shall have one preparation period each day for the purposes outlined in this section.
  - 6.7.4.2. 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.
- 6.7.5. 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.
- 6.8. Instructional Twelve-Month Employee Considerations
  - 6.8.1. Contract Term The Contract Term for twelve-month employees is July 1 through June 30, of which the employees are required to work two hundred fifty-seven (257) days as specified in the official school calendar.
  - 6.8.2. Teaching hours and teaching load
    - 6.8.2.1. The teaching hours during the regular school year are the same as those established by each school's administration and faculty.
    - 6.8.2.2. Summer hours on the job will be eight (8) hours each day.

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

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

6.8.3. Holidays and Annual Leave

6.8.3.1. Twelve-month employees will adhere to the twelve- (12-) month employee calendar schedule which allows thirteen (13) specified holidays.

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

<b>Years of Service</b>	<b>Days of Annual Leave</b>
1 <sup>st</sup> and 2 <sup>nd</sup> years	7 days
3 <sup>rd</sup> through 6 <sup>th</sup> years	12 days
7 <sup>th</sup> year	13 days
8 <sup>th</sup> year	14 days
9 <sup>th</sup> year	15 days
10 <sup>th</sup> year	16 days
11 <sup>th</sup> year	17 days
12 <sup>th</sup> year	18 days
13 <sup>th</sup> year	19 days
14 <sup>th</sup> year	20 days
15 <sup>th</sup> year	21 days
16 <sup>th</sup> year and beyond	22 days

6.9. Summer School, Evening School, Adult Education and Driver Education Programs

6.9.1. Positions in Summer School, Evening School, Adult 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.

- 6.9.2. In filling such positions, consideration shall be given to an educator's teaching performance, attendance record, qualifications for the position, and the length of service in the District. If all other considerations are substantially equal, length of service in the District will be the determining factor.
- 6.9.3. All openings for positions in these programs shall be advertised as early as possible so interested educators may apply.
- 6.9.4. Educators currently employed and who plan to return to the District shall have preference.
- 6.9.5. The rate of pay for teaching in the above mentioned programs or any other supplementary teaching positions shall be nineteen dollars (\$19) per hour.
- 6.9.6. Employment in the above mentioned programs or any other supplementary or extra-duty positions is at-will.

#### 6.10. Extended Contract Employees

- 6.10.1. Those certified employees who are given responsibilities in excess of the 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 stipends paid for in-service or voluntary responsibilities, will not qualify for this classification.
- 6.10.2. 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.
- 6.10.3. Insurance benefits. No change in insurance benefits will be made as those coverages are considered in the regular contract.
- 6.10.4. Sick leave will be available to extended contract employees during their extension period just as it is during the regular school year. Days used will be charged to the individual's normal allocation or unused portion thereof. Provisional educators who are allocated only five (5) days each year for the first three (3) years are now eligible to generate one (1) additional sick leave day for each block of thirty-six (36) extended contract days worked per year or one-half (1/2) day sick leave for extended contracts of eighteen (18) to thirty-five (35) days. Eligibility will only be generated in one-half (1/2) day blocks.

- 6.10.5. Employees under this classification will generate retirement credit only as defined by State law.
  - 6.10.6. 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.
  - 6.10.7. Extended contracts may be voluntarily terminated by mutual agreement between the employee and the principal/supervisor in charge. This may be required in writing.
  - 6.10.8. Orderly termination may be effected under the rules governing regular contracts.
  - 6.10.9. The additional compensation generated from extended contracts is excluded from computation of any "early retirement" stipend or "separation payment" benefits.
- 6.11. School Equipment and Materials
- 6.11.1. 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.
  - 6.11.2. Educators shall exercise due care in the use thereof and shall take inventories as requested.
  - 6.11.3. Private use or possession of school property must be authorized by the school principal or his/her designee.

## 7. PROFESSIONALISM

- 7.1. 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.
- 7.2. 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.
  - 7.2.1. Educators will annually complete a professional growth plan which includes (1) a self-assessment, (2) a professional learning plan, and (3) performance goals.
- 7.3. 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.
- 7.4. Educators shall be accountable for professional conduct, including but not limited to, the following activities:
  - 7.4.1. Devoting sufficient time to properly plan, carry out and evaluate acceptable educational programs.
  - 7.4.2. Honoring letter of intent and contracts.
  - 7.4.3. Participating in developing educational improvements in the District.
  - 7.4.4. Participating in teacher-training programs and collaboration.
  - 7.4.5. Acting reasonably and prudently to protect the health, safety and welfare of students when they participate in school-sponsored activities.
  - 7.4.6. Avoiding the use of foul, abusive, demeaning or profane language while engaged in school or school-related activities.
- 7.5. 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.

- 7.6. The Association shall use its best efforts to correct breaches of professional behavior by any educator.

## **8. EVALUATION OF PERFORMANCE**

### **8.1. Purpose**

- 8.1.1. To improve the performance of all educators.
- 8.1.2. To identify standards and conditions of professional service to the school system.
- 8.1.3. To provide a simple, permanent record of the quality of each employee's service.
- 8.1.4. To provide a basis for judgment with respect to the continued employment of the educator.

### **8.2. Evaluation Form**

- 8.2.1. The District has adopted the Utah Teaching Observation Tool developed by the Utah State Office of Education. The form as it exists as of the effective date of this Agreement is found in Appendix A. However, the form may be changed at the discretion of the USOE.
- 8.2.2. In order to provide the District with a uniform teacher evaluation process and appropriate instruments in compliance with Utah Code 53A-8a-401 through 410, 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.

### **8.3. Guidelines**

- 8.3.1. All educators shall be given the opportunity to read the current Utah Teaching Observation Tool before they begin teaching. The educator will be fully informed by the principal as to how such evaluations will be conducted.
- 8.3.2. All educators are subject to an evaluation by the administration at any time.
- 8.3.3. Upon request, an educator shall have the right to be evaluated by the principal.
- 8.3.4. All provisional educators and educators on probation will receive two formal evaluations each year until they receive career status or are no longer on probation. By February 15 of each year, the



principal will submit these two evaluations for all provisional educators and educators on probation.

- 8.3.5. Every three years the principal or his/her designee will complete a summative evaluation for career educators as established by the joint evaluation committee and as organized under this Agreement. The summative evaluation must be completed and submitted to the Human Resources Department by April 30. The principal or designee will complete a formative evaluation of each career educator every year in which a summative evaluation is not completed.
- 8.3.6. 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.

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

8.4.1. Administrator Observation and Consultations.

- 8.4.1.1. At least fifteen (15) days prior to beginning the summative evaluation process, an Educator shall be given an orientation which includes (1) process; (2) forms, including the Utah Teaching Observation Tool; (3) purpose; and (4) methods of evaluation.
- 8.4.1.2. Educators will have assurance that each summative evaluation will include: (1) a pre-conference prior to each formal observation in which the date of the observation will be specified; (2) the formal observation; (3) a post-observation, including written summaries completed within fifteen (15) days after the visit and no later than April 15; and (4) the final summative documents completed and submitted to Human Resources by April 30.
- 8.4.1.3. 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. An educator may

make a written response to any part of the evaluation, and the educator's written response shall be attached to the evaluation. Submission and attachment of the educator's written response is not subject to the deadlines specified in Section 8.4.1.2 above.

- 8.4.1.4. 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.
- 8.4.1.5. Evaluation will include multiple lines of evidence as defined by the instrument and the process outlined by the Board.
- 8.4.1.6. The Board will assure that adequate resources and time are invested to adequately train the evaluators in the process and instruments adopted.
- 8.4.1.7. An educator who is not satisfied with a summative evaluation may request a review of the evaluation within 15 days after receiving the written evaluation. If a review is requested, the Superintendent or designee shall appoint a person not employed by the District who has expertise in teacher or personnel evaluation to review the evaluation procedures and make recommendations to the superintendent regarding the educator's summative evaluation. The educator is also entitled to submit in writing a response to his/her evaluation.

#### 8.4.2. Peer Curriculum Observation/Consultations

##### 8.4.2.1. Educators

- 8.4.2.1.1. 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.).

8.4.2.1.2. The teams of evaluators will be chosen by the Director of Curriculum and/or the Director of Elementary Education and/or the Director of Secondary Education at the District level from those teachers who have at least:

8.4.2.1.2.1. Five (5) years total teaching experience; and

8.4.2.1.2.2. Three (3) years teaching experience in the District.

8.4.2.1.3. 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 needs are satisfied, as judged by the requesting party. If an educator is uncomfortable with a member of the observation team, he/she may request that a mutually agreed upon observer be present during the observation(s).

8.4.2.1.4. 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. The written instrument will be made in triplicate with a copy to the educator, one to his/her administrator, and one to his/her personnel file at the District Office.

8.4.2.1.5. 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.

#### 8.4.2.2. First-Year Educators and Educators on Probation

8.4.2.2.1. 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 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.

8.4.2.2.2. Mentor educators will be assigned to each provisional educator and each educator on probation by the principal or his/her designee. Mentor educators should serve the purpose of the specific request only and will make all necessary observations and consultations concerning that request until the need is satisfied.

8.4.2.2.3. 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.

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

8.6. The Joint Educator Evaluation Committee will serve as a recommending body only. The Board and the Association will select the official document governing evaluation.

## 9. FILES AND RECORDS

The official personnel file located in the District Office pertaining to an educator shall be maintained under the following conditions:

- 9.1. The educator has the right to examine the contents of his or her file.
- 9.2. Material originating with the District relating to an educator's conduct, service, character, or personality, and which might be considered derogatory, shall not be placed in an educator's file unless the educator has been notified and had an opportunity to read the material.
  - 9.2.1. 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.
  - 9.2.2. If an educator refuses to sign material being placed in the file, the administrator may place the material in the file and shall indicate the refusal and sign and date the document. Refusal to sign constitutes insubordination and may subject the educator to disciplinary action.
  - 9.2.3. A written decision following a grievance hearing may be placed in the educator's file without the educator's signature, but the educator must be given a copy of the decision and notified that it is being placed in the file.
- 9.3. 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.
- 9.4. Material related to disciplinary action against an educator may not be placed in the educator's file until after the required pre-disciplinary hearing as provided in Nebo School District Policy #GCPD, Employee Discipline, Administrative Leave, and Orderly Termination.

## 10. ASSIGNMENTS AND TRANSFERS

### 10.1. Educator Assignments

- 10.1.1. Educators shall be notified of their tentative teaching assignments (i.e., room, course(s), grade level) for the ensuing year as soon as possible.
- 10.1.2. 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.
- 10.1.3. It is the intent of the District to give educators within the District first consideration in filling new positions.

### 10.2. Voluntary Transfers and Assignments

- 10.2.1. 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 posted on the District's web page.
- 10.2.2. No vacancy shall be filled until the notice has been posted for a reasonable period of time which normally will be five (5) days. The notice will contain the type of vacancy, grade level or subject(s) to be taught, and starting date.
- 10.2.3. 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. Transfer requests remain on file with the Human Resources Department only for the duration of the current School Year.
- 10.2.4. The Superintendent shall make available to the Association President any requested information pertaining to individual reassignments and/or transfers.
- 10.2.5. 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, qualifications, and evaluations of the career educators will be considered, as well as the needs of the District. The voluntary reassignment of career and provisional educators will

be at the discretion of the District administrator over that school or department.

### 10.3. Involuntary Transfers

- 10.3.1. Notice of an involuntary transfer or reassignment shall be given to educators by April 15, if possible.
- 10.3.2. 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 District will be considered in determining which educator is to be transferred or reassigned.
- 10.3.3. An involuntary transfer or reassignment will be made only after a meeting between the educator involved and the Director of Human Resources 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 request a conference with the Superintendent or designee.
- 10.3.4. 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.
- 10.3.5. The Superintendent shall make available to the Association President any requested information pertaining to individual reassignments and/or transfers.
- 10.3.6. Educators and administrators who are involved in an involuntary transfer will be consulted before a final decision is made.

## 11. TERMINATION AND CORRECTIVE ACTION

- 11.1. Termination for Unsatisfactory Performance. Any career educator may be terminated for unsatisfactory performance connected with his or her employment in accordance with Utah law, State Board of Education Rule, and Nebo School District Policy #GCPD, Employee Discipline, Administrative Leave, and Orderly Termination. Prior to terminating a career educator for unsatisfactory performance, the following steps must be taken.
- 11.1.1. The career educator's principal or immediate supervisor shall provide and discuss with the educator written documentation clearly identifying the deficiencies in performance.
- 11.1.2. The career educator's principal or immediate supervisor shall give the educator written notice, as specified in Utah Code Annotated, Section 53A-8a-503, and Nebo School District Policy #GCPD, Employee Discipline, Administrative Leave, and Orderly Termination, that the educator's contract is subject to nonrenewal or termination if upon a reevaluation following completion of a plan of assistance the employee's performance is determined to be unsatisfactory.
- 11.1.3. The career educator's principal or immediate supervisor shall develop and implement a plan of assistance, as described in Utah Code Annotated, Section 53A-8a-501 and 53A-8a-503 and Nebo School District Policy #GCPD, Employee Discipline, Administrative Leave, and Orderly Termination. The period of time for implementing the plan of assistance may not exceed one hundred twenty (120) school days, except as provided by law.
- 11.1.4. If, following completion of a plan of assistance, the District intends to terminate a career educator for unsatisfactory performance, the District shall provide thirty (30) days' written notice as required by Utah Code Annotated, Section 53A-8a-502. Said notice of dismissal shall be served upon the educator by personal delivery or by certified mail addressed to the educator at his/her last known address.
- 11.1.5. The written notice of dismissal shall comply with Utah Code Annotated, Section 53A-8a-502. The notice shall:
- 11.1.5.1. Specify the effective date of termination;
- 11.1.5.2. Specify the reasons for such termination; and



11.1.5.3. Advise said educator of his/her rights under the grievance procedure described in Section 12 of this Agreement.

11.1.6. Right to Grievance Hearing

11.1.6.1. The educator terminated for unsatisfactory performance shall have recourse to the grievance procedure established in Section 12 of this Agreement.

11.2. Termination and Corrective Action for Good and Sufficient Cause

11.2.1. Should the results of the investigation show good and sufficient cause for dismissal, termination shall become effective as of the date indicated in the notice, but in no case less than thirty (30) days from the first day of the suspension.

11.2.2. In accordance with Nebo School District Policy #GCPD, Employee Discipline, Administrative Leave, and Orderly Termination, disciplinary action up to and including nonrenewal of a Career Employee's contract or Termination during the Contract Term of a Career Employee or Provisional Employee may be taken for good and sufficient cause. Disciplinary action will be commensurate with the severity of the violation. Each of the following constitutes good and sufficient cause:

11.2.2.1. Violation of District policy; contract; or state or federal law, rule, or regulation, reasonably related to the employee's job;

11.2.2.2. Conduct that may be harmful to students or to the District;

11.2.2.3. Improper or unlawful physical contact with students;

11.2.2.4. Dishonesty;

11.2.2.5. Theft;

11.2.2.6. Dangerous or disorderly conduct;

11.2.2.7. Immoral conduct;

11.2.2.8. Child sexual or physical abuse;

11.2.2.9. Commission or conviction, including entering a plea of guilty or no contest, of a felony or misdemeanor reasonably related to the Employee's job;

- 11.2.2.10. Discrimination or harassment;
- 11.2.2.11. Use of District property for personal gain;
- 11.2.2.12. Negligent or willful damage to District property;
- 11.2.2.13. Falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.);
- 11.2.2.14. Neglect of duty, including but not limited to, unauthorized absences, excessive tardiness, excessive absences, abuse of benefits (including sick leave, health insurance, etc.), and failure to supervise students;
- 11.2.2.15. Insubordination or failure to comply with directives from supervisors within the scope of employment;
- 11.2.2.16. Failure to maintain certification/licensure;
- 11.2.2.17. Use, possession, sale, distribution, or being under the influence of prohibited substances as outlined in Nebo School District Policy #GBCC, Alcohol and Drug-Free Workplace.

### 11.3. Reduction in Force

- 11.3.1. A reduction in force may occur as provided in Nebo School District Policy #GCPF, Reduction in Force, and consistent with Utah law.

## 12. GRIEVANCE

### 12.1. Definitions

- 12.1.1. 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. Specifically, a grievance may be filed only when an educator alleges a denial of a protected liberty or property interest, including disciplinary action or termination, as a result of one or more of the following by the District: (a) violation of law, (b) violation of contract, or (c) violation of policy.
- 12.1.2. An "aggrieved person" is the person or persons making the claim. To file a grievance, an educator must personally be adversely affected.
- 12.1.3. 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.

### 12.2. Purpose

- 12.2.1. 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.

### 12.3. Retaliation Prohibited

- 12.3.1. 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.

### 12.4. Procedure

#### 12.4.1. General Provisions

- 12.4.1.1. 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.

- 12.4.1.2. When a grievance is based on termination or disciplinary action taken by the Human Resources Department, the educator is not required to request either a Preliminary Conference or an Informal Hearing but may instead commence the grievance proceeding by filing a written grievance at Level One with the Assistant Superintendent as described below. The request must be filed within fifteen (15) days after the educator knew or should have known of the event or condition on which the grievance is based.
  - 12.4.1.3. An aggrieved person should not contact School Board members regarding any grievance or concern that may be resolved through the procedures outlined in this section except through the approved process.
  - 12.4.1.4. 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.
  - 12.4.1.5. Each level of the grievance procedure is a de novo review of the prior decision. The person(s) hearing the grievance may issue a new decision, including greater, lesser, or alternative disciplinary measures, beyond merely upholding or denying the prior decision.
- 12.4.2. Preliminary Conference. Except as otherwise provided in Section 12.4.1. above, prior to requesting an Informal Hearing as outlined in Section 12.4.3., an educator shall first discuss the concern with the educator's principal or immediate supervisor with the objective of resolving the matter at the lowest level possible. If the subject of the concern is the educator's principal or immediate supervisor, the Preliminary Conference shall be held with the coordinator or director who oversees that principal or supervisor.
- 12.4.2.1. The educator may be accompanied and represented by the faculty representative or another person of the educator's choosing.
  - 12.4.2.2. The concern must be presented within fifteen (15) days after the educator knew, or should have known, of the act or condition on which the concern is based.
- 12.4.3. Informal Hearing. If the educator is not satisfied with the outcome of the Preliminary Conference, he/she may discuss the concern at an informal hearing before the Director of Human Resources.

- 12.4.3.1. The Informal Hearing must be requested within fifteen (15) days of the Preliminary Conference.
  - 12.4.3.2. The request for an Informal Hearing is not required to be in writing.
  - 12.4.3.3. The educator may be accompanied and represented by a person of his/her choosing at the Informal Hearing.
  - 12.4.3.4. The decision of the Director of Human Resources may be issued verbally.
- 12.4.4. Level One. If the concern is not resolved at the Informal Hearing, the educator may file a formal written grievance with the Assistant Superintendent.
- 12.4.4.1. The Level One hearing must be requested within fifteen (15) days of the decision rendered after the Informal Hearing.
  - 12.4.4.2. The request for a Level One hearing must be in writing.
  - 12.4.4.3. The Assistant Superintendent shall acknowledge receipt of the request for a Level One hearing.
  - 12.4.4.4. The educator may be accompanied and represented by a person of his/her choosing at the Level One hearing.
  - 12.4.4.5. The decision of the Assistant Superintendent must be issued in writing.
- 12.4.5. 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 fifteen (15) working days after presentation of the grievance, or longer if agreed upon by all parties, he/she may file the grievance in writing with the Superintendent.
- 12.4.5.1. The grievance at Level Two must be filed within five (5) working days after the decision at Level One is issued.
  - 12.4.5.2. The grievance at Level Two must be filed in writing.
  - 12.4.5.3. The aggrieved person may be accompanied and represented by a person of his/her choosing at the Level Two hearing.
  - 12.4.5.4. The decision from the Superintendent must be issued in writing.

- 12.4.5.5. Except in cases of employment termination, the Superintendent's decision is final and may not be appealed to the Board of Education.
- 12.4.6. Level Three. The grievance of a decision to terminate an educator's employment may be appealed to the Board of Education in the event the grievance is not resolved at Level Two.
  - 12.4.6.1. The request for a Level Three hearing must be delivered in writing to the Superintendent within five (5) working days of the Level Two decision.
  - 12.4.6.2. The Board may decide to hear the grievance or appoint a hearing officer or panel to hear it. If the grievance is heard by a hearing officer/panel, the cost of such shall be divided equally between the District and the educator. The hearing officer/panel will hear the grievance and make a recommendation to the Board, but the Board will make the final decision.
  - 12.4.6.3. The aggrieved person may be accompanied and represented by a person of his/her choosing at the Level Three hearing.
  - 12.4.6.4. In accordance with Utah Code Ann. Section 53A-8a-504, the aggrieved person at a Level Three hearing has the right to counsel, to produce witnesses, to hear testimony against him/her, to cross-examine witnesses, and to examine documentary evidence.
  - 12.4.6.5. The grievance shall be heard and a decision issued within a reasonable time.
  - 12.4.6.6. The Board will issue a new decision and may alter in any way the prior decision. The Board's decision will be final.

## 12.5. Miscellaneous

- 12.5.1. If, in the judgment of the appropriate Association representatives, a concern affecting a group or class of educators is not resolvable through a Preliminary Conference, an Association representative may submit the concern to the Director of Human Resources directly, and the processing of the concern may be commenced with the Informal Hearing.
- 12.5.2. Decisions rendered at Levels One, 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.

- 12.5.3. Except for a written final decision at any level, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The written final decision at each level shall be filed in the personnel file following appropriate notification procedures as outlined in Section 9 of this Agreement.
- 12.5.4. 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 Human Resources Department and the Association President.
- 12.5.5. Prior to a Level Three hearing, all parties in 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. Reasonable hearing procedures appropriate to the complexity of the case, including scheduling and time limits, will be set by the Board or hearing officer.
- 12.5.6. When it is necessary 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.
- 12.5.7. 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, provided, however, that nothing contained herein shall deprive any educator of any legal right.
- 12.5.8. Should the results of the grievance procedure exonerate the educator, he/she shall be reinstated with no loss of salary during the period of suspension.

## **13. PAYROLL POLICY AND PLACEMENT ON SALARY SCHEDULE**

### **13.1. Basic Salary Schedule**

- 13.1.1. Salary policy for educators in the District shall be outlined in the current basic salary schedule and followed for all educators.
- 13.1.2. The contract amount shall be based upon the salary schedule, including verified university or college training, number of credit hours, State approved in-service credit, and years of teaching experience.

### **13.2. Pay Periods & Payment Policy**

- 13.2.1. All contracts will be paid in twelve (12) monthly payments. Educators hired prior to the 1999-2000 school year and who have previously elected to receive their pay in eleven (11) monthly payments will be grandfathered and may continue in that manner.
- 13.2.2. Educators who have selected the eleven (11) payment plan will have their final check available on the last working day of June.
- 13.2.3. The net pay for each educator will be deposited directly to an account in any bank participating in direct deposits and selected by the educator. Each educator will have access to an itemized account showing the gross pay, all deductions, and the net pay.
- 13.2.4. Deposits of net pay will be made once a month on the last banking day of the month.

### **13.3. Dues Deduction Policy**

- 13.3.1. The Board agrees to provide a service in deducting Association dues during the payroll process.
- 13.3.2. A list of names submitted to the District by the Association shall constitute written authorization by the individuals included.
- 13.3.3. The deduction request or a termination of deduction request must be submitted to the Payroll Department by the tenth (10th) of any month for the change to be reflected in that month's payroll.
- 13.3.4. Each member will have dues deducted in eleven (11) equal payments. (Note: If there are less than eleven (11) payroll periods remaining at the time of authorization, then the deductions will be equally distributed over remaining periods.)



- 13.3.5. A check for each month's deductions for the local Association dues as well as a listing of the educators for whom the deductions were taken will be sent to the current local Association President or Secretary.
- 13.3.6. A check for the deductions made for NEA and UEA along with a listing of the educators for whom the deductions were taken will be sent to the Woodland Peaks UniServ office each month deductions are made.
- 13.3.7. If an educator terminates their 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.

#### 13.4. Licensure

- 13.4.1. Educators shall comply with all necessary licensing requirements of the Utah State Board of Education and the District.
- 13.4.2. An educator shall file at the Human Resources Department a valid license as required by the Department of Public Instruction and an official transcript of university credit within thirty (30) days following the beginning of employment.
- 13.4.3. 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 educator. Under the law, the Board cannot provide compensation for services to other than legally or authorized educators.

#### 13.5. Rules Governing Steps on the Salary Schedule

- 13.5.1. An educator with previous teaching experience either in a public or private accredited school, who is being hired or re-hired by the District, may be allowed one step for each contract year of previous experience up to a maximum of five years. An educator with more than five years of previous experience may be granted an additional step for every two completed years of previous experience beyond the first five up to a maximum of twenty-five years of total previous experience for placement on Step 16. Placement on Step Seventeen or higher requires approval by the Superintendent and the Board.

- 13.5.2. After the initial step placement on the salary schedule, an educator will advance one step for each school year completed, provided steps are funded as a result of annual negotiations.
  - 13.5.3. If an educator is employed on a one-half day basis, a full step advancement is allowed for each school year completed.
  - 13.5.4. 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 provisional educator.
- 13.6. Rules Governing Lane Changes - A lane change may be granted upon compliance with the following constraints.
- 13.6.1. 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.
  - 13.6.2. 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.
  - 13.6.3. College Credit Constraints. College credit will be counted as undergraduate credit unless the course carries a graduate number as designated by the applicable university.
  - 13.6.4. Official Transcripts Required. All of the credit for a Masters or a Doctoral 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.
  - 13.6.5. 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 (14) additional semester hours which, if successfully completed, would qualify them for Lane 4 (Masters or equivalent lane) after submission of proper documentation to the District Professional Improvement Committee

(DPIC). The additional fourteen (14) semester hours must be directly related to their teaching assignment. Only four (4) of the fourteen (14) hours may be non-university, state-approved in-service credit. The remainder of the fourteen (14) hour program must be graduate work at a college or university. The fourteen (14) hour program must be approved in advance by the Director of Human Resources and be completed within five (5) years from the date of the original approval. Completion of the pre-approved program or obtaining a master's degree would qualify the Educators for advancement to Lane 4.

- 13.6.6. Documentation Deadline. To qualify for lane advancement during the Contract Term, qualifying credits must be on file at the District Office on or before September 15. 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 master's 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.
- 13.6.7. 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.

## 14. LEAVES OF ABSENCE AND SICK LEAVE

### 14.1. Sick Leave

- 14.1.1. Provisional educators are allowed five (5) days sick leave per school year, accumulative to fifteen (15) days.
- 14.1.2. For career educators, the number of sick leave days available at the beginning of each school year is one-hundred-twenty (120) working days minus the number of days used during the previous two (2) school years of active service. However, the compensation during the last thirty (30) days available will only be eighty-five (85) percent of regular salary.
- 14.1.3. Although sick leave balances are defined in days, they will be stored as hours in the District's payroll system. If the educator's FTE changes, available leave will be calculated by dividing the current leave balance by the number of current hours per day according to the current FTE. The number will be multiplied by the future hours per day based on the future FTE to determine the future leave balance. This calculation will take place prior to the granting of new leave. The leave from the previous two (2) years of active service will be prorated according to the future FTE before being subtracted from the one-hundred-twenty (120) day maximum.
- 14.1.4. When special circumstances merit, additional leave days may be granted upon application to the Superintendent or his/her designee.
- 14.1.5. 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.
- 14.1.6. It is essential to give notification to the school principal as early as possible when sick leave is required.
- 14.1.7. Any educator who is ill in excess of twelve (12) days in any contract year 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. For each fifteen (15) absences thereafter during the same school year the employee must contact the Human Resource Department. 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.
- 14.1.8. 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 fifteen (15) 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.

14.1.9. The District will comply with the Family and Medical Leave Act of 1993 (FMLA) as provided below and more fully outlined in Nebo School District Policy #GBEC – Family and Medical Leave Act of 1993. Application for FMLA leave must be made through the Human Resource Department.

14.1.9.1. Any employee who has worked at least one-thousand-two-hundred-fifty (1,250) hours in the preceding twelve months is entitled to take up to twelve (12) work weeks of unpaid leave during a twelve- (12-) 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.

14.1.9.2. The employee using FMLA leave 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.

14.1.9.3. Employees eligible for FMLA leave who have accrued sick leave are required to substitute the accrued sick leave for FMLA leave, consistent with 29 CFR 825.207, so that the sick leave and FMLA leave run concurrently. This provision is applicable only when the condition for which the FMLA leave is taken also qualifies for sick leave.

14.2. Medical Emergency Leave. As a special provision, each educator is allowed to use up to a total of five (5) days of the sick leave granted under Subsection 14.1 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:

14.2.1. Qualifying reasons:

- 14.2.1.1. The person is undergoing surgery in a hospital.
- 14.2.1.2. The person requires assistance in traveling to a doctor or hospital for treatment.
- 14.2.1.3. The person is very seriously ill.
- 14.2.1.4. The person is involved in the adoption of a minor child as the new parent.

14.2.2. Non-qualifying reasons:

- 14.2.2.1. 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.
- 14.2.2.2. Any other instance where it is a matter of convenience more than a serious medical emergency.

14.2.3. 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.

14.2.4. When other special circumstances exist, or where additional days are needed, special medical emergency leave may be granted upon written application to the Superintendent or his/her designee. In case of emergency, a telephone call to the principal or immediate supervisor is in order.

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

14.3. Bereavement Leave

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

14.3.2. 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.

14.3.3. When special circumstances merit, bereavement leave beyond the parameters of Subsections 14.3.1 and 14.3.2, including additional days, may be granted at the District's discretion upon written application to the Superintendent or his/her designee.

#### 14.4. Absence for Personal Business

14.4.1. 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 three (3) 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 sixth (6<sup>th</sup>) through fourteenth (14<sup>th</sup>) years of service in the District, and five (5) days per year in the Educator's fifteenth (15<sup>th</sup>) year of service until termination or retirement from the District.

14.4.2. Although leave balances are defined in days, they will be stored as hours in the District's payroll system. If the educator's FTE changes, available leave will be calculated by dividing the current leave balance by the number of current hours per day according to the current FTE. The number will be multiplied by the future hours per day based on the future FTE to determine the future leave balance. This calculation will take place prior to the granting of new leave.

14.4.3. When special circumstances merit, additional personal leave may be granted upon written application to the Superintendent or his/her designee.

14.4.4. 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.

14.4.5. Additional personal leave for maternity purposes of up to five (5) days may be granted upon written application to the Superintendent or his/her designee.

14.4.6. The Association President and his/her Vice President designee(s) will receive ten (10) 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 for

the first four (4) days and the Association will pay for the cost of the substitute for the last six (6) days.

14.5. Absence for Other Cause

14.5.1. 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.

14.5.2. 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.

14.6. 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 the absence.

14.7. 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.

14.8. Professional Development Leave

14.8.1. A professional development leave may be granted by the Board to a career 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 a university. The other option would allow the educator to take off the equivalent of one-half the year and teach the other half. The individual will earn the minimum credits required of full-time students (i.e., sixteen (16) semester hours or equivalent) or carry a unique program as agreed upon and approved by the DPIC. The number of educators on such leave shall be limited to one (1) percent of the professional staff during any school year.

14.8.2. 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 DPIC. The DPIC 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 DPIC.

- 14.8.3. An educator on professional development leave for a full year will receive a stipend equal to 50% of his/her salary for the year prior to 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 (1) 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. Upon returning from leave, their FTE will remain as it was prior to taking the leave. 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.
- 14.8.4. 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.
- 14.8.5. An educator who accepts professional development leave payments must provide the DPIC 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, 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 the District for at least two (2) 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.
- 14.8.6. Once an individual has had a professional development leave, they may not apply again for a period of seven (7) years.

#### 14.9. Military Duty Leave

- 14.9.1. The District will comply with the Uniformed Services Employment and Re-employment Act (USERRA), as amended.
- 14.9.2. If an educator is called to active military duty, he/she shall be placed on "leave without pay" status.
- 14.9.3. 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 on other duties in connection with the reserve training of said military unit.

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

14.9.3.2. When other special circumstances exist, or where additional days are needed, additional military leave may be granted by the Superintendent.

14.10. 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.

14.11. Leaves of Absence Without Pay

14.11.1. Leaves of absence without pay may be granted by the superintendent or his/her designee to a career 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.

14.11.2. 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.

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

14.11.4. 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 career 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 career educators.

14.11.5. 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.

- 14.11.6. 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.
- 14.11.7. 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.
- 14.11.8. 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 March 15. An educator who does not inform the District of his/her decision by this date will be deemed to have notified the District that he/she will not be returning.

# 15. INSURANCE

## 15.1. Group Health and Life Insurance

- 15.1.1. The Association and the District Negotiating Team will make recommendations to the Board regarding insurance provider(s) and changes in benefits, coverage and funding.
- 15.1.2. Coverage Provided. A group insurance program with coverage for surgical, hospital and extended medical benefits as well as life insurance is available to all eligible educators.
- 15.1.3. Insurance Committee Representatives. Representation from the Association shall be included in any review, evaluation, or change in existing group, medical, term life, or long-term disability insurance plans offered to employees.
- 15.1.4. Employee Responsibility for Insurance Premium. Certified employees will pay a portion of the cost of the health and accident insurance, divided over ten (10) months, as provided in the following table.

Family	\$200
Couple	\$150
Single	\$25

Part-time employees eligible for health and accident insurance coverage will pay an additional prorated portion of the remaining cost of the insurance, which proration will be calculated using the sum of their FTEs.

- 15.1.5. Open Enrollment. The open enrollment period for an employee to change their health and accident insurance carrier shall be at least thirty (30) consecutive days. A newly hired or newly eligible employee has thirty (30) days from the date of eligibility, or the first day on the job, to enroll. Employees desiring to sign up for the insurance after the open enrollment period or more than thirty (30) days after becoming eligible may do so only at the discretion of the insurance carrier.
- 15.1.6. 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.

15.1.7. Change of Status. The costs for couple and family insurance coverage are significant and it is the responsibility of the employee whose status changes to notify the Human Resources and Payroll departments 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.

15.2. Long-Term Disability Insurance

15.2.1. All educators working at least twenty (20) hours per week are eligible to apply for long-term disability insurance, which is essentially a salary indemnity plan guaranteeing sixty (60) percent of the regular salary in the event that a disability should continue beyond the days covered by sick leave.

15.2.2. The District will pay the premiums associated with long-term disability insurance.

15.2.3. The District will pay a waiver of insurance premium benefit for those on long-term disability for up to twenty-four (24) months as long as they qualify.

15.3. Life Insurance

15.3.1. Employees hired on at least a half-time basis, or 0.5 FTE, will be provided a District-funded death benefit program that includes the following:

15.3.1.1. A \$29,000 life insurance benefit for the employee, 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.

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

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

## **16. SPECIAL BENEFITS AND FACILITIES FOR EDUCATORS**

- 16.1. Each school will be provided with well-ventilated, clean, adequate separate restrooms for men and women educators.
- 16.2. There shall be a furnished room in each school to be used as a faculty lounge.
- 16.3. Educators should be given preferential parking privileges wherever possible.
- 16.4. 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.
- 16.5. The 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.
- 16.6. As long as the District is able, certified employees will be offered an option of the regular lunch or a la carte menu furnished by the lunch program 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.
- 16.7. The Board will continue efforts to provide educators with reasonable materials, facilities and equipment, as well as continue efforts to provide adequate storage and needed service for maintenance of equipment.

## **17. EARLY RETIREMENT INCENTIVE PLANS**

The District may provide early retirement incentive payments to eligible employees. Information may be found through the employee portal section of the District website. This Section 17 is for information only. The payment of an early retirement incentive is not a negotiated item, and its continuation as a benefit to Nebo District employees is solely at the discretion of the Board of Education. The full description of any plans, including the eligibility criteria, can be obtained online by accessing the employee portal.

## 18. PROTECTION OF EDUCATORS

- 18.1. Educators shall report immediately in writing to their principal and to the Superintendent all cases of assault in connection with their employment.
- 18.2. 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.
- 18.3. Liability Insurance Protection. Insurance coverage shall be provided at a cost to the District 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 Utah Code Ann., Section 63G-7-301.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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.
- 18.7. Disputes between parents and Educators shall be resolved in accordance with applicable Nebo School District policies and procedures, which can be found on the District website at [www.nebo.edu/pubpolicy/](http://www.nebo.edu/pubpolicy/).



# APPENDIX A – Utah Teaching Observation Tool

Note: Appendix A is subject to change at the discretion of the Utah State Office of Education.

Utah Teaching Observation Tool Version 3.0					
Standard	Performance Expectation	Not Effective	Emerging (6-7) & Marginally Effective (4-5)	Effective	Highly Effective
<b>Standard 1: Learner Development</b> The teacher understands cognitive, linguistic, social, emotional, and physical areas of student development.	1.1: Creates developmentally appropriate and challenging experiences based on individual learner's strengths, interests, and needs. (1a, 2a) 1.2: Collaborates with families, colleagues, and other professionals to promote student growth and development. (1b)		<ul style="list-style-type: none"> <li>Implements whole-class learning experiences that demonstrate an understanding of learners' developmental levels.</li> <li>Interacts with families and colleagues related to learner growth and development.</li> <li>Applies understanding of learner diversity to encourage all learners to reach their full potential.</li> </ul>	<ul style="list-style-type: none"> <li>Identifies appropriate developmental levels of individual learners and incorporates tools of language development into planning and instruction.</li> <li>Collaborates with family members and a full range of colleagues to help meet the unique needs of all learners.</li> </ul>	<ul style="list-style-type: none"> <li>Supports learners in setting and meeting their own learning goals aligned to their diverse learning needs.</li> <li>Anticipates the unique needs of each learner and collaborates within and outside the school to address those needs.</li> </ul>
<b>Standard 2: Learning Differences</b> The teacher understands individual learner differences and cultural and linguistic diversity.	2.1: Allows students different ways to demonstrate learning sensitive to multiple experiences and diversity while holding high expectations for all. (2a, 2b, 2c, 2d)		<ul style="list-style-type: none"> <li>Implements a daily schedule.</li> <li>Establishes classroom routines, expectations, and procedures.</li> <li>Establishes behavioral expectations focused on planned learning experiences.</li> <li>Creates a positive and respectful learning climate.</li> <li>Provides opportunities for student interactions.</li> </ul>	<ul style="list-style-type: none"> <li>Provides explicit direction so that learners know what to do and when to do it.</li> <li>Supports each learner as he/she establishes expectations and develops responsibility for his/her own behavior.</li> <li>Collaborates with students to establish a positive learning climate of openness, respectful interactions, support, and inquiry.</li> <li>Organizes student learning teams for the purpose of developing cooperation, collaboration, and student leadership.</li> <li>Promotes learner inquiry and exploration.</li> </ul>	<ul style="list-style-type: none"> <li>Collaborates with learners in establishing, reflecting, and promoting learning outcomes, resulting in self-directed learning experiences.</li> <li>Contributes to a school-wide culture that encourages learner perseverance and advancement.</li> <li>Connects multiple perspectives and encourages learners to learn from each other.</li> </ul>
<b>Standard 3: Learning Environments</b> The teacher works with learners to create environments that support individual and collaborative learning, encouraging positive social interaction, active engagement in learning, and self-motivation.	3.1: Develops learning experiences that engage and support students as self-directed learners who internalize classroom routines, expectations, and procedures. (3a) 3.2: Collaborates with students to establish a positive learning climate of openness, respectful interactions, support, and inquiry. (3b)		<ul style="list-style-type: none"> <li>Uses differentiated management strategies focusing on individual learner needs.</li> <li>Claims and maintains student attention through active engagement.</li> <li>Adjusts instructional pacing and transitions to maintain learner engagement and support learning.</li> </ul>	<ul style="list-style-type: none"> <li>Provides multiple representations and explanations of concepts to deepen each learner's understanding.</li> <li>Teaches methods of inquiry and problem-solving.</li> <li>Encourages learners to evaluate, create, and think critically about the content.</li> <li>Analyzes learner errors and misconceptions in order to redirect, focus, and deepen learning.</li> </ul>	<ul style="list-style-type: none"> <li>Collaborates with learners in establishing, reflecting, and promoting learning outcomes, resulting in self-directed learning experiences.</li> <li>Supports learners as they reflect on and modify their personal interactions.</li> <li>Supports learners to create and manage learning teams to meet learning goals.</li> </ul>
<b>Standard 4: Content Knowledge</b> The teacher understands the central concepts, tools of inquiry, and structures of the discipline.	4.1: Bases instruction on accurate content knowledge using multiple representations of content in multiple academic language. (4a, 4c, 4d, 4e, 4f)		<ul style="list-style-type: none"> <li>Demonstrates content knowledge in the teaching assignment.</li> <li>Teaches the language and basic concepts of the discipline.</li> </ul>	<ul style="list-style-type: none"> <li>Provides multiple representations and explanations of concepts to deepen each learner's understanding.</li> <li>Teaches methods of inquiry and problem-solving.</li> <li>Encourages learners to evaluate, create, and think critically about the content.</li> <li>Analyzes learner errors and misconceptions in order to redirect, focus, and deepen learning.</li> </ul>	<ul style="list-style-type: none"> <li>Promotes opportunities to learn new academic language and developments in the discipline.</li> <li>Monitors learners to extend and share their own knowledge beyond the classroom.</li> <li>Anticipates possible learner misunderstandings and proactively mitigates concerns.</li> </ul>
<b>Standard 5: Assessment</b> The teacher uses multiple methods of assessment to engage learners in their own growth, monitor learner progress, guide planning and instruction, and determine whether the outcomes described in content standards have been met.	5.1: Uses data sources to assess the effectiveness of instruction and to make adjustments in planning and instruction. (5a, 5c, 5d, 5e, 5f) 5.2: Documents student progress and provides descriptive feedback to student, parent/guardian, and other stakeholders in a variety of ways (5b, 5g).		<ul style="list-style-type: none"> <li>Uses data to evaluate the outcomes of teaching.</li> <li>Monitors learner performance and responds to individual learning needs.</li> </ul>	<ul style="list-style-type: none"> <li>Targets instructional strategies based on data.</li> <li>Uses multiple formative and summative assessment to make ongoing adjustments in instruction based on a wide range of individual learner data.</li> <li>Targets intervention and enrichment strategies based on data.</li> </ul>	<ul style="list-style-type: none"> <li>Provides multiple assessment options to engage the learner to demonstrate knowledge and skills.</li> <li>Collaborates with colleagues to use a variety of data to reflect and adapt planning and instruction.</li> </ul>

Standard	Performance Expectation	Not Effective	Emerging (U.S. 1) & Minimally Effective (U.S. 2)	Effective	Highly Effective
<p><b>Standard 6: Instructional Planning</b> The teacher plans instruction to support students in meeting rigorous learning goals by drawing upon knowledge of content areas, Core Curriculum standards, practices, and the community context.</p>	<p>6.1: Democratizes knowledge of the Utah Core Standards and references it in short- and long-term planning. (6a, 4b)</p> <p>6.2: Integrates cross-disciplinary skills into instruction to purposefully engage learners in applying content knowledge. (6b, 6c)</p>		<ul style="list-style-type: none"> <li>Aligns daily instruction with Utah Core Standards</li> <li>Selects instructional materials that support standards.</li> </ul>	<ul style="list-style-type: none"> <li>Plans and implements short- and long-term learning experiences that reference Utah Core Standard learning objectives and content.</li> <li>Organizes and adapts learning experiences and materials to align with the Utah Core Standards.</li> <li>Adapts pre-determined plans, materials, and timeframes to meet individual learner needs.</li> </ul>	<ul style="list-style-type: none"> <li>Plans authentic learning experiences.</li> <li>Evaluates the effectiveness of planning in response to student learning data and makes needed adjustments.</li> </ul>
<p><b>Standard 7: Instructional Strategies</b> The teacher uses various instructional strategies to ensure that all learners develop a deep understanding of content areas and their connections, and build skills to apply and extend knowledge in meaningful ways.</p>	<p>7.1: Practices a range of developmentally, culturally, and linguistically appropriate instructional strategies to meet the needs of individuals and groups of learners. (2b, 2c, 6c, 7a, 7b)</p> <p>7.2: Provides multiple opportunities for students to develop higher-order and meta-cognitive skills. (3f, 6d, 7f, 7g)</p> <p>7.3: Supports and expands learners' communication skills through reading, writing, listening, and speaking. (7d, 3f)</p> <p>7.4: Uses a variety of available and appropriate technology and resources to support learning. (9e, 7f, 7g)</p> <p>7.5: Develops learners' abilities to find and use information to solve real-world problems. (7f, 7g)</p>		<ul style="list-style-type: none"> <li>Provides opportunities for students to use knowledge in various ways.</li> <li>Identifies each learner's diverse learning strengths and needs.</li> <li>Uses a number of instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>Monitors and adjusts instruction in response to developmental, cultural, and linguistic needs of individuals and groups of learners.</li> <li>Differentiates instruction by using a variety of appropriate strategies.</li> <li>Provides learners with explicit instruction to analyze, synthesize, and make connections between concepts and content.</li> <li>Provides opportunities for learners to reflect on their own learning.</li> <li>Provides opportunities for students to generate and evaluate new ideas.</li> </ul>	<ul style="list-style-type: none"> <li>Creates complex, open-ended learning opportunities where learners apply and extend their knowledge to solve real-world problems.</li> <li>Adapts levels of questions to engage each learner in appropriately differentiated high-level learning.</li> <li>Engages each student to transfer communication skills to real-world contexts.</li> <li>Promotes the use of multiple forms of communication that furthers understanding of content and builds critical thinking.</li> </ul>
<p><b>Standard 8: Reflection and Continuous Growth</b> The teacher is a reflective practitioner who uses evidence to continually evaluate and adapt practice to meet the needs of each learner.</p>	<p>8.1: Adapts and improves practice based on reflection and new learning. (8b, 8c, 8d, 8e)</p>		<ul style="list-style-type: none"> <li>Applies current professional learning to classroom practice, consistent with its intent.</li> <li>Adapts current professional learning to classroom practice, consistent with its intent.</li> <li>Collaborates with supervisor to develop a professional learning plan based on data and the Utah Effective Teaching Standards.</li> </ul>	<ul style="list-style-type: none"> <li>Evaluates and uses various technologies to support content and skill development.</li> <li>Integrates technology to extend learner content knowledge and skill development.</li> <li>Develops each learner's ability to find, understand, and analyze diverse sources of information.</li> <li>Provides opportunities for learners to use multiple sources of information to solve real-world problems.</li> </ul>	
<p><b>Standard 9: Leadership and Collaboration</b> The teacher is a leader who engages collaboratively with learners, families, colleagues, and community members to build a shared vision and supportive professional culture focused on student growth and success.</p>	<p>9.1: Participates actively in decision-making processes, while building a shared culture that attracts and supports the entire school and larger educational community. (9a, 9b, 9d, 9e)</p> <p>9.2: Advocates for the learners, the school, the community, and the profession. (9c)</p>		<ul style="list-style-type: none"> <li>Participates with colleagues and collaborates in decision making.</li> <li>Accepts responsibility for the success of all learners.</li> </ul>	<ul style="list-style-type: none"> <li>Contributes to student success by responding to learner, family, and community concerns.</li> <li>Advocates for all students to be prepared for high school graduation and future school work success.</li> <li>Seeks opportunities to make a positive impact on teaching quality, school improvement, and student achievement.</li> </ul>	
<p><b>Standard 10: Professional and Ethical Behavior</b> The teacher demonstrates the highest standard of legal, moral, and ethical conduct as specified in Utah State Board Rule R277-515.</p>	<p>10.1: Is responsible for compliance with federal and state laws, State Board of Education administrative rules, and policies, local board policies, and supervisory directives. (10a, 3f)</p> <p>10.2: Is responsible for compliance with all applicable laws, State Board of Education Rule R277-530 at all levels of teacher development. (10b)</p>		<ul style="list-style-type: none"> <li>Understands, adheres to, and upholds federal and state laws, State Board of Education rules, state and local policies, supervisory directives, professional, moral, and ethical conduct and holds others accountable to do the same.</li> </ul>	<ul style="list-style-type: none"> <li>Understands, adheres to, and upholds federal and state laws, State Board of Education rules, state and local policies, supervisory directives, professional, moral, and ethical conduct and holds others accountable to do the same.</li> </ul>	<ul style="list-style-type: none"> <li>Avoids actions that may adversely affect ability to perform assigned duties and carry out the responsibilities of the profession, including role-model responsibilities.</li> <li>Maintains integrity and confidentiality in matters concerning student records and collegial consultation.</li> <li>Maintains accurate instructional and non-instructional records.</li> <li>Develops appropriate student-teacher relationships as defined in rule, law, and policy.</li> <li>Maintains professional demeanor and appearance as defined by the Local Education Agency (LEA).</li> </ul>

# APPENDIX B – Request for Transfer

NEBO SCHOOL DISTRICT  
REQUEST FOR TRANSFER

Date: \_\_\_\_\_

TO: \_\_\_\_\_

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](http://www.nebo.edu).

## **APPENDIX C - Stipends**

Stipends for coaches and advisors are set forth in Nebo School District Policy GF, *Coaches and Advisors*, and its accompanying forms and exhibits.

## **APPENDIX D - Signatures**

Effective July 1, 2017.

THE BOARD OF EDUCATION OF  
NEBO SCHOOL DISTRICT

THE NEBO EDUCATION  
ASSOCIATION

/s/Kristen Betts, President

/s/Brad Shuler, President

## APPENDIX E – Deadline Dates

### TEACHER ACTION REQUIRED DEADLINE DATES

<u>Date</u>	<u>Event</u>	<u>Section</u>
Any time	Thirty (30) day notice required for voluntary termination before the end of the Contract Term.	4.3.2. and 4.4.2.
September 15	Cut-off date for submitting official credit for lane advancement.	13.6.6.
January or February	A letter of intent from an Educator on leave of absence is required two weeks after request for same.	14.11.8.
February 15	Second evaluation on provisional educators due from the principal if applicable	8.3.4.
January or February	Letter of intent from an Educator on various leaves due by this date.	14.11.8.
March 1	Applications for professional development leave, or for other leaves of absence.	14.8.2.
March 15	Educators who desire a transfer must submit a request on approved form by this date.	10.2.3.
March 15	Final letter of intent decision or option to renew.	4.3.1. and 14.11.8.
April 1	Deadline for potential retirees to submit Separation Payment applications.	17.
June 10	Coaches/advisors stipend information must be submitted to District payroll office.	Appendix C
July 1	Retired educator under Separation Payments Plan must elect payment option for stipend.	17.1

ADMINISTRATIVE ACTION REQUIRED DEADLINE DATES

<u>Date</u>	<u>Event</u>	<u>Section</u>
September 15	Cut-off date to be observed for lane advancement.	13.6.6.
September 15	Cut-off date for receiving official credits for lane advancement.	13.6.6.
February 15	Evaluation of all provisional educators and educators on probation, due from principals.	8.3.4.
January or February	Written requests for letter of intent to be sent to all educators on leaves of absence.	14.11.8.
March 1	Deadline for receiving professional development leave or other unpaid leaves of absence applications.	14.8.2.
April 1	Disposition of all professional development leave applications will be made by the Board prior to this date.	14.8.2
April 15	Notices sent specifying involuntary transfer or reassignment.	10.3.1
April 15	Notices sent stating intention not to re-employ provisional educators.	4.4.1.
April 15	Principal to notify provisional educator with more than two years of experience and Association of additional year of provisional status.	4.2.2.3.
April 30	Evaluations completed and submitted to HR by the principal for all educators assigned to the school.	8.3.5.





## APPENDIX G - Lunch Time Supervision Summary

School	Projected Enrollment	Number of Units	Projected Allotment
Art City Elementary	669	4	\$ 7,116
Barnett Elementary	596	4	7,116
Brockbank Elementary	614	4	7,116
Brookside Elementary	712	4	7,116
Canyon Elementary	677	4	7,116
Cherry Creek Elementary	664	4	7,116
East Meadows Elementary	803	4	7,116
Foothills Elementary	662	4	7,116
Goshen Elementary	401	3	5,337
Hobble Creek Elementary	674	4	7,116
Larsen Elementary	515	3	5,337
Mapleton Elementary	648	4	7,116
Mt. Loafer Elementary	425	3	5,337
Orchard Hills Elementary	726	4	7,116
Park Elementary	500	3	5,337
Park View Elementary	622	4	7,116
Rees Elementary	594	4	7,116
Riverview Elementary	830	4	7,116
Sage Creek Elementary	763	4	7,116
Salem Elementary	450	3	5,337
Santaquin Elementary	644	4	7,116
Sierra Bonita Elementary	679	4	7,116
Spanish Oaks Elementary	655	4	7,116
Spring Lake Elementary	768	4	7,116
Taylor Elementary	507	3	5,337
Westside Elementary	736	4	7,116
Wilson Elementary	547	3	5,337
Diamond Fork Junior High	1,347	5	8,895
Mapleton Junior High	1,187	5	8,895
Mt. Nebo Junior High	974	4	7,116
Payson Junior High	1,008	5	8,895
Spanish Fork Junior High	1,299	5	8,895
Springville Junior High	950	4	7,116
		<b>Total</b>	<b>\$ 229,491</b>

The

unit value is based on the Lane D hourly rate multiplied by the number of instructional days. The number of units is based on October 1 enrollment using the table below:

1-350 students = 2 units  
 351-550 students = 3 units  
 551-1,000 students = 4 units  
 1,001 or more students = 5 units

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