

NEBO SCHOOL DISTRICT CERTIFIED EMPLOYEE HANDBOOK

covering the period

JULY 1, 2023 to JUNE 30, 2024

A NEGOTIATED AGREEMENT

between

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

and

ALL CERTIFIED EMPLOYEES

as negotiated by

THE NEBO EDUCATION ASSOCIATION

The Nebo District Board of Education expresses its heartfelt appreciation to all Nebo Employees for their professionalism, support, and dedication in serving Nebo students.

TABLE OF CONTENTS

1. Definitions.....	4
2. Contractual Nature.....	6
3. Employee Association.....	9
4. Employment Status.....	11
5. Professional Improvement	15
6. Educator Responsibilities.....	16
7. Professionalism.....	22
8. Evaluation of Performance.....	24
9. Files and Records.....	29
10. Assignments and Transfers.....	30
11. Termination and Corrective Action	32
12. Grievance	35
13. Payroll Policy and Placement on Salary Schedule	40
14. Leave.....	45
15. Insurance.....	61
16. Special Benefits and Facilities for Educators.....	64
17. Early Retirement Incentive Plans	65
18. Protection of Educators.....	66
APPENDIX A – Utah Teaching Observation Tool.....	67
APPENDIX B – Request for Transfer.....	69
APPENDIX C – Stipends	70
APPENDIX D – Signatures	71
APPENDIX E – Deadline Dates	75
APPENDIX F – Salary Schedule.....	77
INDEX	78

1. Definitions

- 1.1. "Board" means the Board of Education of Nebo School District in Utah County, State of Utah.
- 1.2. "Association" means the Nebo Education Association.
- 1.3. "School District" or "District" means the Nebo School District in Utah County, State of Utah.
- 1.4. "Superintendent" means the Superintendent of Schools of the Nebo School District in Utah County, State of Utah.
- 1.5. "Association President" means the president of the Nebo Education Association.
- 1.6. "School Year" means the period of time from August 10, 2023, through May 23, 2024.
- 1.7. "Educator" means a District employee
 - 1.7.1. whose position requires an educator license or other authorization issued by the Utah State Board of Education ("USBE");
 - 1.7.2. who holds an active USBE license or other authorization for his/her position, including the following:
 - 1.7.2.1. a Letter of Authorization as defined in UTAH ADMIN. CODE R277-502-2-(4) and 503-2(8);
 - 1.7.2.2. an intern license, as described in UTAH ADMIN. CODE R277-509-3;
 - 1.7.2.3. an alternative routes to licensure (ARL) license, as described in UTAH ADMIN. CODE R277-503-5;
 - 1.7.2.4. a license by agreement, as described in UTAH ADMIN. CODE R277-503-6;
 - 1.7.2.5. a competency-based license, as described in UTAH ADMIN. CODE R277-503-7 and 503-8;
 - 1.7.2.6. an associate educator license, as described in UTAH CODE ANN. § 53E-6-201(1)(a);
 - 1.7.2.7. a professional educator license, as described in UTAH CODE ANN. § 53E-6-201(1)(b);

- 1.7.2.8. an LEA-specific educator license as described in UTAH CODE ANN. § 53E-6-201(1)(c); and
 - 1.7.3. who is not expressly excluded from this handbook by its terms.
- 1.8. The term “educator” does not include the following:
 - 1.8.1. Administrative Assistants;
 - 1.8.2. Assistant Principals;
 - 1.8.3. Assistant Superintendents;
 - 1.8.4. Classified Employees;
 - 1.8.5. Clerk of the Board;
 - 1.8.6. Coordinators;
 - 1.8.7. Directors;
 - 1.8.8. Nurses;
 - 1.8.9. Principals;
 - 1.8.10. Superintendent; or
 - 1.8.11. Supervisors.
- 1.9. The term “Working Day,” as used in this handbook, shall mean any calendar day on which twelve-month employees are required to be on the job.
- 1.10. “Contract Term” shall mean the period of time from July 1, 2023, through June 30, 2024.
- 1.11. “Dismissal” or “Termination” of career educators shall mean:
 - 1.11.1. Any ending of employment of an educator by action of the Board; or
 - 1.11.2. The revocation of a career educator’s option to renew his/her contract for a succeeding year.

2. Contractual Nature

2.1. This agreement (hereinafter “handbook”), together with applicable Board policies, shall govern the employment of educators. In case of conflict between this handbook and Board policy, Board policy shall govern.

2.1.1. This handbook is contractual in nature between the educators and the Board during the Contract Term; however, 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 handbook.

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

2.2. Duration of This Handbook

2.2.1. The provisions of this handbook will be effective upon ratification and Board approval and will continue and remain in full force and effect until June 30, 2024, except as noted in paragraph 2.2.2. below, and unless extended for a predetermined length of time by mutual agreement.

2.2.2. The terms of this handbook shall be extended for educators employed in District summer school programs through the summer employment period following the effective expiration date of this handbook.

2.2.3. No change, revision, alteration or modification of this handbook, in whole or in part, shall be valid during the term of this handbook unless the same is ratified by the Association and approved by the Board in an open and public meeting.

2.3. Meetings

2.3.1. The superintendent or designee(s) may meet with a group of representative educators, including members of the Association, to discuss wages, benefits, working conditions, or other employee issues.

2.4. Availability of Handbook

2.4.1. The District agrees to publish the handbook within four weeks of approval and ratification.

2.4.2. The District will make this handbook available on the District website for easy access by employees. Electronic publication does not preclude the printing of this handbook upon request.

2.5. Provisions of Law

2.5.1. This handbook is 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. Accordingly, if any provision of this handbook or any application of this handbook 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 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.

- 2.5.5. 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. § 34-34-1, et. seq.
- 2.6. The District administrative personnel will be instructed on procedures of policy relating to Certified Employees as such procedure affects their departments.
- 2.7. 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. § 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. § 34-20-9. 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.
- 3.2. Certified Employees may join any group or organization they desire except one advocating the overthrow of the government.
- 3.3. Members may refrain from joining any particular group, and membership in the Nebo Education Association is not a requirement for employment in the District.
- 3.4. Association Recognition. See Nebo School District Board of Education Policy GBA, *Employee Associations*.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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. Neither the Association nor any individual educator may cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the District.

4. Employment Status

- 4.1. An educator's employment continues in accordance with the educator's status as temporary, at-will, provisional, or career, as set forth in Utah law and more fully defined and described in Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*, Policy GCD, *Hiring Practices*, and this handbook.
- 4.2. Classification. Each educator's employment status is classified as one of the following:
 - 4.2.1. "Career educator" is defined in Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination* and means an educator who has completed the requirements of a provisional educator in the District, as defined below.
 - 4.2.2. "Provisional educator" is defined in Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination* and means an educator employed on at least a half-time basis, or 0.5 FTE, who has not completed the requirements in the District to be granted career status, 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. A year in which an educator is employed and works at least ninety (90) days qualifies as a completed year for purposes of obtaining career status. Years completed as a student teacher do not count toward the three years required to be granted career status.
 - 4.2.2.2. Except as provided in paragraph 4.2.2.3 below, an educator with one (1) or more years of previous teaching experience, whether formerly employed by Nebo or employed outside the District, will remain as a provisional educator in Nebo School District for three (3) 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 handbook. In this instance,

the educator 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.

4.2.3. “At-will educator” is defined in Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination* and means an educator hired on a temporary basis or employed at less than half-time. Extra duty assignments such as coaching, serving as a mentor, teaching during a prep period, working as department chair, etc., are at-will assignments. Educators have no expectation of continued employment in extra duty assignments, including any accompanying pay, stipend, or benefit. In addition, employees who have retired from the Utah Retirement System (URS) and are later rehired are at-will employees.

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 handbook, 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 February 15. An educator who does not inform the District of his/her decision by February 15 will be deemed to have notified the District that he/she will not be returning, and the resignation process will begin.

4.3.2. Penalty for Early Termination. Educators choosing to terminate their obligation to their contract prior to the end of the Contract Term are subject to a penalty. Educators who give the District at least thirty days written notice before terminating their contract during the Contract Term will have the penalty waived. Educators who give the District 15 – 29 days written notice will incur a penalty of five hundred dollars (\$500.00). Educators who give the District less than 15 days written notice will incur a penalty of one thousand dollars (\$1,000). The penalty for early termination may be appealed to the Director of Human Resources.

4.4. Employment Period of Provisional Educators. Provisional educators are hired on individual one-year contracts and have no expectation of continued

employment beyond the current one-year Contract Term. Provisional educators may be terminated during the Contract Term only for cause or under the provisions of Nebo School District Policy GCPF, *Reduction in Force* and according to the procedures outlined in District policy. The contract of a provisional educator may be non-renewed without cause at the end of the Contract Term. Each provisional educator will be re-employed for the succeeding year unless given notice as provided below.

4.4.1. Notice of Non-renewal of Contract for a Provisional Educator. The Department of Human Resources may choose not to offer a subsequent contract to (i.e., non-renew the contract of) a provisional educator. The District is not required to provide a cause for nonrenewal. If the District intends to not offer a contract for a subsequent Contract Term to a provisional educator, the District shall give notice of that intention to the educator. The notice shall be in writing and made by personal delivery or certified mail by April 15. The notice shall contain the date of its execution and a clear and concise statement that the educator's contract will not be renewed. Notice will also include a statement allowing for an informal conference with the Director of Human Resources. In the absence of such notice, a provisional educator is considered employed for the next Contract Term with a salary based upon the applicable salary schedule.

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.

4.4.3. Letter of Intent. Provisional educators must comply with the requirement outlined in paragraph 4.3.1 to notify the district whether they will be returning for the next school year. A provisional educator who does not notify the district of his/her decision by the required date will be deemed to have notified the District that he/she will not be returning, and the nonrenewal process will begin. A provisional educator who notifies the district that he/she will be returning is not guaranteed a contract for the upcoming contract term, and the District may choose not to renew the educator's contract in accordance with paragraph 4.4.1.

4.5. 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 school will organize a Local School Professional Improvement Committee (LPIC) which includes:
 - 5.1.1.1. Principal and/or vice-principal; and
 - 5.1.1.2. One Association faculty representative; and
 - 5.1.1.3. One educator 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 educators 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 handbook. Plans for how the issue of duty-free lunch supervision is to be addressed will be formulated and submitted to the Superintendent by October 15 of each year.
- 5.1.6. Unresolved problems can be appealed in writing to the Director of Human Resources, who will act on the issue in a timely manner.

5.2. In-Service Training

- 5.2.1. 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.

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 educators 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 shall 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, collaboration, parent-teacher conferences, IEP meetings, Section 504 meetings, busing schedules, etc. With approval from their directors, school principals may adjust the number of minutes educators in their building are required to be at work before and after class, but the total time should be sixty (60) minutes each day.
- 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. With approval from their directors, school principals may adjust the number of minutes the building will be open before and after class, but the total time should be sixty (60) minutes each day.

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.

6.1.7. 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. Educators 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.

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, woodworking, 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. An educator who is paid to teach through his/her preparation time has no expectation of continued payment for it beyond the Contract Term.
- 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. Summer School, Evening School, Adult Education and Driver Education Programs

- 6.8.1. 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.
- 6.8.2. 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.
- 6.8.3. All openings for positions in these programs shall be advertised as early as possible so interested educators may apply.
- 6.8.4. Educators currently employed and who plan to return to the District shall have preference.
- 6.8.5. Except for the Driver Education Program, the rate of pay for teaching in the above mentioned programs or any other supplementary teaching positions shall be twenty dollars (\$20) per hour.
- 6.8.6. Employment in the above mentioned programs or any other supplementary or extra-duty positions is at-will.

6.9. Teachers on Special Assignment

- 6.9.1. Some educators may be given responsibilities requiring them to work additional days in excess of the contract days required under paragraph 6.1.2. Such educators are designated as teachers on special assignment ("TSA"). The TSA designation and additional days may be granted only by the superintendent or designee. Compensation for the additional days is paid at the educator's daily rate.
- 6.9.2. Extra work, such as the supplementary and extra duty positions described in subsection 6.8, whether paid at an hourly rate or as a stipend, including in-service, coaching, and advising, teaching during a prep period, and other voluntary responsibilities, do not qualify for the TSA designation.
- 6.9.3. An educator maintains no expectation of continued employment in the designation or additional days.

6.9.3.1. The TSA designation and additional days are assigned annually and documented on the educator's hiring authorization form maintained in the personnel file. The designation and additional days are automatically terminated at the conclusion of each contract year and may be revoked at any time without cause by the superintendent or designee.

6.9.3.2. Notwithstanding the provisions of paragraph 6.9.3.1, an educator who has been granted career status in the TSA designation and additional days as of June 30, 2020 maintains career status in those extended days. This paragraph does not grant career status to any extra duty position described in subsection 6.8 or paragraph 6.9.2.

6.9.4. TSAs are expected to fulfill the obligations of the assignment as specified on the hiring authorization form and by their supervisor.

6.9.5. A TSA will generate retirement credit only as defined by state law.

6.10. School Equipment and Materials

6.10.1. 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.

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

6.10.3. Private use or possession of school property is prohibited except as permitted by law or District policy.

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.
- 7.3. Educators will annually complete a professional growth plan which includes (1) a self-assessment, (2) a professional learning plan, and (3) performance goals.
- 7.4. 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 handbook, provided that an educator may refuse to carry out an order which threatens physical safety or well-being.
- 7.5. Educators shall be accountable for professional conduct, including but not limited to, the following activities:
 - 7.5.1. Devoting sufficient time to properly plan for, carry out, and evaluate acceptable student outcomes.
 - 7.5.2. Honoring letter of intent and contracts.
 - 7.5.3. Participating in developing educational improvements in the District.
 - 7.5.4. Participating in teacher-training programs and collaboration.
 - 7.5.5. Acting reasonably and prudently to protect the health, safety and welfare of students when they participate in school-sponsored activities.
 - 7.5.6. Avoiding the use of foul, abusive, demeaning or profane language while engaged in school or school-related activities.
- 7.6. Professional Dress. 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.

- 7.7. 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 Board of Education. The form as it exists as of the effective date of this handbook is found in Appendix A. However, the form may be changed at the discretion of the USBE.
- 8.2.2. In order to provide the District with a uniform teacher evaluation process and appropriate instruments in compliance with Title 53G, Chapter 11, Part 5 of the Utah Code, the Board will establish a joint evaluation committee.

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 a summative evaluation by the administration at any time. Unless otherwise designated by the principal or required by this handbook, a summative evaluation of an educator restarts the three-year cycle for summative evaluations for that educator.
- 8.3.3. Upon request, an educator shall have the right to be evaluated by the principal.
- 8.3.4. All provisional educators will receive one summative evaluation each year until they receive career status. By February 15 of each year, the principal will submit the summative evaluations for all provisional educators to the Department of Human Resources.

- 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 handbook. 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-observation conference prior to each formal observation in which the date of the observation will be specified; (2) the formal observation; (3) a post-observation conference, including written summaries completed within fifteen days after the formal observation 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 paragraph 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. Evaluators will be certified every 3 years according to District policy and state law.
- 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

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 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 purpose of assigning mentors under this section 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 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 for an educator position occurs, the administration may fill the vacancy by transferring a qualified educator whose name has been placed on the voluntary transfer list.
- 10.2.2. Any resultant opening not filled by a voluntary transfer as described in paragraph 10.2.1 will be posted on the District website. The notice will be 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. Except for interns, Educators who desire a transfer must submit a request on the approved form by February 15. (See Appendix E). The February 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. 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. Reassignment

- 10.3.1. Notice of reassignment shall be given to educators by April 15, if possible.
- 10.3.2. When reassignment of an educator is necessary, an educator's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the District may be considered in determining which educator is to be reassigned.
- 10.3.3. A reassignment will be made only after a meeting between the educator and the applicable Director, at which time the educator will be notified of the reassignment. If the educator has already been reassigned multiple times or otherwise objects to the reassignment, the educator may request a conference with the Director of Human Resources.
- 10.3.4. Available positions will be discussed with educators being reassigned. These educators may state a preference for a position to which they desire to be reassigned. In considering reassignments, educators best qualified for a particular position, as determined by the applicable director, shall receive priority, and, qualifications being substantially equal, length of District employment may be the determining factor.

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 ANN. § 53G-11-514, 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 ANN. § 53G-11-512 and 514 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 ANN. § 53G-11-513. The 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 ANN. § 53G-11-513. 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 handbook.

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 handbook.

11.2. Termination and Corrective Action for Good and Sufficient Cause

11.2.1. In accordance with Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination* and due process procedures required by law, 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:

- 11.2.1.1. Violation of District policy; contract; or state or federal law, rule, or regulation, reasonably related to the employee's job;
- 11.2.1.2. Conduct that may be harmful to students or to the District;
- 11.2.1.3. Improper or unlawful physical contact with students;
- 11.2.1.4. Dishonesty;
- 11.2.1.5. Theft;
- 11.2.1.6. Dangerous or disorderly conduct;
- 11.2.1.7. Immoral conduct;
- 11.2.1.8. Child sexual or physical abuse;
- 11.2.1.9. Commission or conviction, including entering a plea of guilty or no contest, of a felony or misdemeanor reasonably related to the Employee's job;
- 11.2.1.10. Discrimination or harassment;
- 11.2.1.11. Use of District property for personal gain;
- 11.2.1.12. Negligent or willful damage to District property;
- 11.2.1.13. Falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.);

- 11.2.1.14. 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;
- 11.2.1.15. Insubordination or failure to comply with directives from supervisors within the scope of employment;
- 11.2.1.16. Failure to maintain certification/licensure;
- 11.2.1.17. 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 handbook. It is expressly understood that a claim which is not based upon an event or condition of this handbook 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 by any member of the administration or the Association against any party in interest, any school representative, 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 subsection 12.4.1. above, prior to requesting an Informal Hearing as outlined in subsection 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. § 53G-11-515, 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 handbook.
- 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 prepared and distributed by the Human Resources Department .
- 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 handbook 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.
- 13.1.3. Notification of Proposed Salary. Each year, each educator's proposed specific salary for the ensuing year based upon the approved salary schedule, will be made available.
- 13.1.4. Part-time educators are compensated according to the salary schedule and receive a percent of the salary for their step and lane equal to the percent of an FTE for which they are hired.

13.2. Pay Periods & Payment Policy

- 13.2.1. All contracts will be paid in twelve (12) monthly payments.
- 13.2.2. 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.
- 13.2.3. 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. Consistent with Utah Code Ann. § 34-32-1, and upon request from an educator, the district will deduct Association dues from the educator's wages as described in this subsection.
- 13.3.2. The district will provide an online method for educators to submit a request for payroll deduction of their Association dues. The online method will also allow an educator to request that a dues deduction be discontinued.
- 13.3.3. The district will deduct dues during ten months between September and June. The request to deduct or discontinue a deduction must be submitted through the online method by the tenth (10th) of the month for the change to be reflected in that month's payroll. The amount of each month's deduction will be the standard monthly amount

provided by the Association and will not be adjusted up to provide for prior months where no deduction was in effect.

- 13.3.4. Payment for the deductions made, along with a listing of the educators for whom the deductions were taken, will be sent to the designated local Association office each month deductions are made.

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 of the educator's hire date. Failure to do so may result in termination.
- 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. Except for educators who have retired from URS, an educator with previous teaching experience either in a public or private accredited K-12 school, who is being hired or re-hired by the District, may be allowed one step for each contract year of previous experience.
- 13.5.2. An educator who has retired from URS who is later hired by the District may be allowed one step for each contract year of previous experience up to a maximum of five years, and then one 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 17 or higher requires approval by the Superintendent and the Board.
- 13.5.3. 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.
- 13.5.4. If an educator is employed on a one-half day basis, a full step advancement is allowed for each school year completed.

- 13.5.5. 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.
- 13.5.6. Each educator must annually verify his/her placement on the salary schedule by the date set by the Human Resource Department. Notifying the Human Resource Department of any mistake in the educator's placement on the salary schedule is the sole responsibility of the 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 or Lane 6.
 - 13.6.2. Requirements.
 - 13.6.2.1. For advancement to Lane 2, Lane 3, Lane 5, or Lane 6, credit may be earned for the following:
 - 13.6.2.1.1. USBE-approved in-service credit;
 - 13.6.2.1.2. graduate level college credit; or
 - 13.6.2.1.3. undergraduate college credit where the coursework is related to the teaching assignment of the educator or meant to prepare for an additional assignment.
 - 13.6.2.2. In all cases, credit must be earned according to a standard of rigor equal to or greater than that required by USBE for re-licensure. One USBE re-licensure credit typically requires 14-20 contact hours plus 4 hours of assignment(s). A college credit typically requires 45 hours of instruction and coursework.
 - 13.6.2.3. 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 handbook 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 Director of Human Resources 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 Director of Human Resources. A denial by the Director of Human Resources may be appealed to the superintendent or designee. 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. Credits earned before approval will not be counted toward master's equivalent. 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 in order to receive back pay.
- 13.6.6.1. 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. The educator is solely responsible for ensuring that all documentation is timely submitted to the Human Resource Department. The Department does not maintain incomplete or partial documentation from year to year.

- 13.6.6.2. Qualifying credits submitted between September 15 and January 30 will be accepted, but the lane advancement will not be retroactive and will be in effect only from the date the credits are accepted and approved by the Human Resource Department.
- 13.6.6.3. Credits received on or after February 1 will not be accepted for the current school year.
- 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. Leave

14.1. Leave benefits are provided to educators as outlined in this section. Sick leave, bereavement leave, and personal leave are granted to educators hired to work at least one-half (0.5) FTE (eligible educators). Educators hired for less than half time do not typically receive sick, bereavement, or personal leave. In this section, the term “employee” means educator, as defined in subsection 1.7.

14.2. General Provisions

14.2.1. Although leave balances are defined in days, they are stored as hours in the District’s payroll system,

14.2.1.1. For an employee working on a full-time basis (1.0 FTE), one (1) day of leave is equal to eight (8) hours. For an eligible part-time employee, one (1) day of leave is equal to the number of hours the employee is hired to work per day, or a prorated number of hours based on the employee’s FTE.

14.2.1.2. When an employee is granted leave according to this section, the number of hours granted is stored in a designated leave bank in the District’s payroll system. An employee may have multiple leave banks for different types of leave according to the employee’s eligibility under this section.

14.2.1.3. If an employee’s FTE is reduced, the number of hours in the employee’s available leave banks will be reduced so the number of days available for leave remains equal to the number of days the employee had before the reduction in FTE. The reduced amount is 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 new reduced amount of hours per day based on the new reduced FTE to determine the new leave balance. This calculation will take place prior to the granting of new leave.

14.2.1.3.1. Following the reduction in 14.2.1.3, all surplus hours of short-term sick leave will be placed in a separate bank and may be used only if the employee’s FTE is subsequently increased (and then only in an amount consistent with the subsequent increase). The employee

may be paid for a percentage of the surplus hours upon termination or retirement as provided in subsection 14.3.2.7.

14.2.1.3.2. Following the reduction in 14.2.1.3, a percentage of the surplus hours of personal leave may be paid out as provided in subsection 14.5.7.

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

14.2.3. In this section, a “year-round employee” is an employee hired to work two hundred forty-seven (247) or more days per contract term. A “school-year employee” is an employee, other than a seasonal or temporary employee, hired to work two hundred forty-six (246) or fewer days per contract term.

14.2.4. Benefits that do not require application and approval are granted on July 1 of each year. If an employee leaves employment before June 30 of the following year, benefit amounts will be prorated and, if applicable, appropriate withholdings will be made from the employee's final check to repay any benefits paid that exceeded the calculated proration.

14.2.5. The District has the right to require, at District expense, a second opinion by a medical professional of its choice if the Director of Human Resources requires additional information related to an employee's application for or use of sick leave.

14.3. Sick Leave

14.3.1. Eligible employees under paragraph 14.1 may be granted sick leave in the following categories and subject to the conditions set forth herein. Each is described in more detail below.

14.3.1.1. Short-term sick leave.

14.3.1.2. Long-term sick leave.

14.3.1.3. Reduced-rate long-term sick leave.

14.3.1.4. Reduced-rate long-term disability bridge.

14.3.2. Short-term sick leave.

- 14.3.2.1. Purpose. This benefit is intended for typical short-term illnesses such as colds and flu, medical and dental appointments, routine tests and exams, simple procedures and treatments, minor surgeries, maternity/paternity, etc. of the employee or employee's spouse, children, or parents as defined by the FMLA. Short-term sick leave must also be used for more serious conditions as described in subsection 14.3.3 before long-term sick leave may be granted.
- 14.3.2.2. Compensation. An employee is paid at one hundred percent (100%) of the employee's hourly rate while the employee is using short-term sick leave.
- 14.3.2.3. Use.
 - 14.3.2.3.1. An employee may use up to twelve (12) days of short-term sick leave per contract term without supervisor approval. However, the employee must notify the school principal or direct supervisor as soon as possible any time short-term sick leave is used.
 - 14.3.2.3.2. If an employee uses short-term sick leave beyond twelve (12) days, either consecutive or cumulative, during the contract term, the employee may be required to provide their supervisor with a letter signed by a treating medical professional, written on the professional's letterhead, specifying the extenuating physical or emotional conditions that prevent the employee from performing their duties.
- 14.3.2.4. Each July 1, eligible employees are granted the following amounts of short-term sick leave.
 - 14.3.2.4.1. Each eligible, provisional, school-year employee will be granted five (5) days.
 - 14.3.2.4.2. Each eligible, career, school-year employee will be granted ten (10) days.
 - 14.3.2.4.3. Each eligible, provisional, year-round employee will be granted six (6) days.

- 14.3.2.4.4. Each eligible, career, year-round employee will be granted twelve (12) days.
- 14.3.2.5. Carryover. Unused short-term sick leave is carried over to the next contract term. The amount of short-term sick leave carried over from one contract term to the next is unlimited.
- 14.3.2.6. Buyout.
 - 14.3.2.6.1. Employees are not paid for unused short-term sick leave except upon termination or retirement as provided below.
 - 14.3.2.6.2. An employee who has completed at least ten (10) years of employment for the District will, upon termination or retirement, be compensated for twenty percent (20%) of the employee's unused short-term sick leave, paid at the employee's then hourly rate. Employees who have not completed at least ten (10) years of District employment are not compensated for unused short-term sick leave.
- 14.3.3. Long-term sick leave.
 - 14.3.3.1. Purpose. This benefit is intended for serious medical conditions, disease treatment and management, major surgeries, maternity/paternity, etc. of the employee.
 - 14.3.3.2. Compensation. An employee is paid at one hundred percent (100%) of the employee's hourly rate while the employee is using long-term sick leave.
 - 14.3.3.3. Use.
 - 14.3.3.3.1. To be granted long-term sick leave, an employee must apply to the Director of Human Resources. The application must include a letter from the treating medical professional upon request. The leave is not granted or documented in the employee's records until approved by the Director of Human Resources.

- 14.3.3.3.2. To be granted long-term sick leave, an employee must have first used all the employee's accumulated short-term sick leave except an amount equal to the employee's annual allocation as described in subsection 14.3.2.5.
- 14.3.3.3.3. Long-term sick leave is available only for sickness of the employee and is not available for sickness of a family member.
- 14.3.3.4. Amount granted. Regardless of past accumulation or use of sick leave, eligible employees will begin July 1, 2020, eligible to apply for the following amounts of long-term sick leave.
 - 14.3.3.4.1. Each eligible, provisional, school-year employee may apply for a maximum of ten (10) days.
 - 14.3.3.4.2. Each eligible, career, school-year employee may apply for a maximum of thirty (30) days.
 - 14.3.3.4.3. Each eligible, provisional, year-round employee may apply for a maximum of twelve (12) days.
 - 14.3.3.4.4. Each eligible, career, year-round employee may apply for a maximum of thirty (30) days.
- 14.3.3.5. Annual allocation.
 - 14.3.3.5.1. Employees are not automatically allocated long-term sick leave each year but must apply as described in subsection 14.3.3.3.
 - 14.3.3.5.2. If an employee's application for long-term sick leave is approved, the employee is granted the applicable amount set in subsection 14.3.3.4 less any long-term sick leave the employee has used during the contract term and prior fiscal year combined.

- 14.3.3.6. Carryover. Once granted, an employee may use long-term sick leave for the approved purpose until it is exhausted.
- 14.3.3.7. Buyout. An employee is not paid for unused long-term sick leave.
- 14.3.4. Reduced-rate long-term sick leave.
 - 14.3.4.1. Purpose. This benefit is intended for serious medical conditions, disease treatment and management, major surgeries, maternity/paternity, etc. of the employee.
 - 14.3.4.2. Compensation. An employee is paid at seventy-nine percent (79%) of the employee's hourly rate while the employee is using reduced-rate long-term sick leave.
 - 14.3.4.3. Use.
 - 14.3.4.3.1. To be granted reduced-rate long-term sick leave, an employee must apply to the Director of Human Resources. The application must include a letter from the treating medical professional upon request. The leave is not granted or documented in the employee's records until approved by the Director of Human Resources.
 - 14.3.4.3.2. To be granted reduced-rate long-term sick leave, all long-term sick leave under subsection 14.3.3 must be exhausted.
 - 14.3.4.3.3. Reduced-rate long-term sick leave is available only for sickness of the employee and is not available for sickness of a family member.
 - 14.3.4.4. Amount granted. Regardless of past accumulation or use of sick leave, eligible employees will begin July 1, 2020, eligible to apply for the following amounts of reduced-rate long-term sick leave.
 - 14.3.4.4.1. Each eligible, provisional, school-year employee may apply for a maximum of ten (10) days.

- 14.3.4.4.2. Each eligible, career, school-year employee may apply for a maximum of thirty (30) days.
- 14.3.4.4.3. Each eligible, provisional, year-round employee may apply for a maximum of twelve (12) days.
- 14.3.4.4.4. Each eligible, career, year-round employee may apply for a maximum of thirty (30) days.
- 14.3.4.5. Annual allocation.
 - 14.3.4.5.1. Employees are not automatically allocated reduced-rate long-term sick leave each year but must apply as described in subsection 14.3.4.3.
 - 14.3.4.5.2. If an employee's application for reduced-rate long-term sick leave is approved, the employee is granted the applicable amount set in subsection 14.3.4.4.
- 14.3.4.6. Carryover. Once granted, an employee may use reduced-rate long-term sick leave for the approved purpose until it is exhausted.
- 14.3.4.7. Buyout. An employee is not paid for unused reduced-rate long-term sick leave.
- 14.3.5. Reduced-rate long-term disability bridge.
 - 14.3.5.1. Purpose. This benefit is intended for a serious medical condition of the employee. While not a requirement, this benefit is intended for those employees seeking long-term disability insurance benefits.
 - 14.3.5.2. Compensation. An employee is paid at sixty percent (60%) of the employee's hourly rate while the employee is using the reduced-rate long-term disability bridge.
 - 14.3.5.3. Use.
 - 14.3.5.3.1. To be granted the reduced-rate long-term disability bridge, an employee must apply to the Director of Human Resources. The application must include a letter from the

treating medical professional if requested. The leave is not granted or documented in the employee's records until approved by the Director of Human Resources.

14.3.5.3.2. To be granted the reduced-rate long-term disability bridge, all long-term sick leave under subsection 14.3.3 and reduced-rate long-term sick leave under subsection 14.3.4 must be exhausted.

14.3.5.3.3. Reduced-rate long-term disability bridge is available only for sickness of the employee and is not available for sickness of a family member.

14.3.5.4. Amount granted.

14.3.5.4.1. The reduced-rate long-term disability bridge is not available to provisional employees.

14.3.5.4.2. Regardless of past accumulation or use of sick leave, career employees, both school-year and year-round, will begin July 1, 2020, eligible to apply for a maximum of (30) days.

14.3.5.5. No annual allocation. An employee may be granted a maximum of thirty (30) days of reduced-rate long-term disability bridge in the employee's lifetime. Employees are not allocated reduced-rate long-term disability bridge each year. An employee must apply as described in subsection 14.3.5.3.

14.3.5.6. Carryover. Once granted, an employee may use the reduced-rate long-term disability bridge for the approved purpose until it is exhausted.

14.3.5.7. Buyout. An employee is not paid for unused reduced-rate long-term disability bridge.

14.3.6. 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.

- 14.3.6.1. 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.
- 14.3.6.2. To calculate available FMLA leave, the District uses a rolling 12-month period measured backward from the date an educator uses any FMLA leave.
- 14.3.6.3. 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.
- 14.3.6.4. 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.
 - 14.3.6.4.1. Under the Code of Federal Regulations, the term "substitute" means that the paid sick leave will run concurrently with the unpaid FMLA leave, so that both are used simultaneously. Thus, a single absence that qualifies for both sick leave and FMLA leave will use up both a day of accrued sick leave and a day of allotted FMLA leave.
 - 14.3.6.4.2. This provision is applicable only when the condition for which the FMLA leave is taken also qualifies for sick leave.

14.4. Bereavement Leave

- 14.4.1. All eligible Educators, as defined in paragraph 14.1, are allowed a total of five (5) days per year for bereavement leave.
- 14.4.2. 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.

- 14.4.3. An employee is paid at one hundred percent (100%) of the employee’s hourly rate while the employee is using bereavement leave.
- 14.4.4. Bereavement leave does not accrue, and unused bereavement leave may not be carried from year to year.
- 14.4.5. Employees are not paid for unused bereavement leave.
- 14.4.6. When special circumstances merit, bereavement leave beyond the parameters of paragraphs 14.4.1 and 14.4.2, including additional days, may be granted at the District’s discretion upon written application to the Superintendent or designee.

14.5. Personal Leave

- 14.5.1. Eligible educators under paragraph 14.1 may be granted personal leave in the amounts and subject to the conditions set forth herein.
- 14.5.2. Purpose. This benefit may be used for absences for any purpose.
- 14.5.3. Compensation. An employee is paid at one hundred percent (100%) of the employee’s hourly rate while the employee is using personal leave.
- 14.5.4. Use.
 - 14.5.4.1. An employee may use personal leave by prior notification to the principal, except that on teacher/staff development and parent/teacher conference days, personal leave may be used only with prior principal approval.
- 14.5.5. Annual Allocation. Each July 1, eligible employees are granted the following amounts of personal leave. However, notwithstanding the amounts listed in the table below, an eligible school-year employee in year five (5) is granted four (4) days only if the employee has been granted career status; if the employee remains on a provisional contract in year five (5), the employee is granted three (3) days.

School-year employees		Year-round employees	
Years	Days	Years	Days
1	3	1	8
2	3	2	9
3	3	3	12

4	3		4	12
5	4		5	12
6	4		6	15
7	4		7	15
8	4		8	15
9	4		9	18
10	5		10	18
11	5		11	18
12	5		12	20
13	5		13	20
14+	5		14+	22

14.5.6. Carryover. Unused personal leave may be carried over to the next contract term in the following amounts.

14.5.6.1. A school-year employee may carry ten (10) days of unused personal leave into the next contract term. This is the maximum amount of personal leave a school-year employee may have in the employee’s leave bank on June 30 to be rolled over, and on July 1 the new annual allocation based on the table in paragraph 14.5.5 is added to the amount rolled over.

14.5.6.2. A year-round employee may carry up to thirty (30) days of unused personal leave into the next contract term. This is the maximum amount of personal leave a school-year employee may have in the employee’s leave bank on June 30 to be rolled over, and on July 1 the new annual allocation based on the table in paragraph 14.5.5 is added to the amount rolled over.

14.5.7. Buyout.

14.5.7.1. At the end of each contract term, a school-year employee will be paid at the employee’s hourly rate for twenty percent (20%) of the employee’s unused personal leave beyond the maximum carryover amount as described in subsection 14.5.6.

14.5.7.2. A school-year employee will, upon termination or retirement, be compensated at the employee’s then hourly rate for up to ten (10) days of the employee’s unused personal leave.

- 14.5.7.3. A year-round employee will, upon termination or retirement, be compensated at the employee's then hourly rate for up to thirty (30) days of the employee's unused personal leave.
- 14.5.8. An educator who returns to work for the district after a termination, resignation, or retirement is granted personal leave at the rates described in paragraph 14.5.5. as though the educator had not previously worked for the District. Likewise, an educator with previous experience outside the District is granted leave at the same rate as an educator with no prior experience. Notwithstanding the foregoing, an educator who returns from military leave under subsection 14.10, a leave of absence under subsection 14.12, or any other leave that is not a termination, resignation, or retirement continues to be granted leave as though the years before the leave and those after it are consecutive.
- 14.5.9. 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 any cost, such as lodging or travel, associated with the leave.
- 14.5.10. The Association President and his/her Vice President designee(s) may receive up to 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.

14.6. Absence Without Leave

- 14.6.1. If an employee is absent from duty beyond the permitted leave described in this handbook, the employee's pay shall be deducted at the employee's hourly or daily rate for the amount of time the employee is absent, and the employee is subject to disciplinary action, up to and including termination. The daily rate is calculated by dividing the basic annual contract by the number of days in the contract.
- 14.6.2. An employee may apply to the Director of Human Resources for leave without pay. If the employee is granted leave without pay in the amount of ten (10) or fewer days during any pay period, the total amount will be deducted from the employee's pay during that period. If leave without pay is granted in excess of ten (10) days during any

pay period the deduction will be prorated over the remaining pay periods of the contract term.

14.7. Other Education Work. An educator shall receive full pay for an absence incurred while engaged in other educational work which was approved by the Superintendent or designee prior to the absence.

14.8. Workshops and Conferences. Educators may be permitted to attend 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 District paying the cost of the substitute when such activity is approved.

14.9. Professional Development Leave

14.9.1. 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 Director of Human Resources. The number of educators on such leave shall be limited to one (1) percent of the professional staff during any school year.

14.9.2. Applications outlining the plans of the educator for the period of absence, and the recommendation of the principal should be submitted to the Superintendent as early as possible, but no later than March 1. The Board will act upon all requests prior to April 1. All applications for professional development leave will be recommended to the Board by the Director of Human Resources. The Director of Human Resources 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 Director of Human Resources.

14.9.3. An educator on professional development leave for a full year will receive a stipend equal to 50% of his/her salary. An educator on leave for one (1) semester will 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.

- 14.9.4. During the time of professional development leave, the educator retains insurance and retirement benefits, but will not be advanced a step on the salary schedule unless the educator teaches at least half of the school year (90 days). The educator may advance to a new lane providing all deadlines and other qualifications are met.
- 14.9.5. An educator who accepts professional development leave payments must provide the Director of Human Resources 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 Director of Human Resources, 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.
- 14.9.6. Once an individual has had a professional development leave, they may not apply again for a period of seven (7) years.

14.10. Military Duty Leave

- 14.10.1. The District will comply with the Uniformed Services Employment and Re-employment Act (USERRA), as amended.
- 14.10.2. If an educator is called to active military duty, he/she shall be placed on "leave without pay" status.
- 14.10.3. 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.
 - 14.10.3.1. This leave shall not exceed fifteen (15) working days per fiscal year and must be approved by the Superintendent or his/her designee.
 - 14.10.3.2. When other special circumstances exist, or where additional days are needed, additional military leave may be granted by the Superintendent.

14.11. Jury and Other Civic Duty Leave. Educators called to jury duty or summoned by subpoena to appear at a judicial proceeding 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.

14.12. Extended Leaves of Absence Without Pay

14.12.1. Leaves of absence without pay may be granted by the superintendent or his/her designee to a career educator, upon written request stating the purpose of the leave, the length of leave requested, and the beginning and the termination dates of the leave.

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

14.12.3. 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.

14.12.4. 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.

14.12.5. 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.

14.12.6. 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.

14.12.7. 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.

14.12.8. An educator returning from a leave of absence must, at the same time and in accordance with the same procedures set forth in paragraph 4.3.1, notify the District 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.

15. Insurance

Educators employed on at least a 0.5 FTE basis are eligible for the insurance benefits provided in this section, consistent with the proration described in Subsection 4.7.2. Educators hired for less than 0.5 FTE are not eligible for the insurance benefits outlined herein.

15.1. Group Health and Life Insurance

- 15.1.1. The District Insurance Committee 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 reviews, evaluations, or changes in existing group, medical, term life, or long-term disability insurance plans offered to employees.
- 15.1.4. Employee Responsibility for Insurance Premium. Employees will pay a portion of the cost of the health and accident insurance, divided over ten (10) months. The employee’s monthly portion for the base plan is as follows:

Family	\$160
Couple	\$110
Single	\$35

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 \$50,000 life insurance benefit for the employee, a \$10,000 benefit for the spouse, and \$5,000 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.

- 15.5. Workers' Compensation. The District will provide workers' compensation benefits as required by the Workers' Compensation Act, UTAH CODE ANN. § 34A-2-101 et seq.

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 use their identification badge 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. § 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/.

APPENDIX A – Utah Teaching Observation Tool

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

Utah Teaching Observation Tool Version 4.0					
Standard	Performance Expectation	Net Effective	Emerging (a-1) & Minimally Effective (a-2)	Effective	Highly Effective
Standard 1: Learner Development The teacher understands individual learner differences and physical areas of student development.	1.1: Creates developmentally appropriate and challenging learning experiences based on individual student'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"> Implements whole-class learning experiences that demonstrate an understanding of learners' developmental levels. Interacts with families and colleagues related to learner growth and development. 	<ul style="list-style-type: none"> Identifies appropriate developmental levels of individual learners and consistently and appropriately differentiates learning experiences. Incorporates methods of language development into instruction. 	<ul style="list-style-type: none"> Supports learners in setting and meeting their own learning goals aligned to their diverse learning needs. Anticipates the unique needs of each learner and collaborates within and outside the school to address those needs.
Standard 2: Learning Differences 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"> Applies understanding of learner diversity to encourage all learners to reach their full potential. 	<ul style="list-style-type: none"> Uses learner differences as an asset to adapt and deliver instruction for all learners. Provides students multiple ways to demonstrate learning. 	<ul style="list-style-type: none"> Contributes to a school-wide culture that encourages learner perseverance and advancement. Connects multiple perspectives and encourages learners to learn from each other.
Standard 3: Learning Environments 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: Designs 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, respect, interactions, support, and inquiry. (3b)		<ul style="list-style-type: none"> Creates and implements a daily schedule. Establishes classroom routines, expectations, and procedures. Promotes a positive and respectful learning climate. Provides opportunities for student interactions. 	<ul style="list-style-type: none"> Provides explicit direction so that learners know what to do and when to do it. Supports each learner as he/she establishes expectations and develops responsibility for his/her own behavior. Collaborates with students to establish a positive learning climate of openness, respectful interactions, support, and inquiry. Organizes student learning teams for the purpose of developing cooperation, collaboration, and student leadership. 	<ul style="list-style-type: none"> Collaborates with learners in establishing, reflecting, and promoting learning outcomes, resulting in self-directed learning experiences. Supports learners as they reflect on and modify their personal interactions. Supports learners to create and manage learning teams to meet learning goals.
Standard 4: Content Knowledge 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 concepts and skills in academic language. (4a, 4c, 4d, 4e, 4f)		<ul style="list-style-type: none"> Uses differentiated management strategies focusing on individual learner needs. Gains and maintains student attention through active participation. Adjusts instructional pacing and transitions to maintain learner participation and support learning. 	<ul style="list-style-type: none"> Uses multiple representations and explanations of concepts to deepen understanding. Models and expects learners to evaluate, create, and think critically about the content. Analyzes learner errors and misconceptions in order to redirect, focus, and deepen learning. 	<ul style="list-style-type: none"> Presents opportunities to learn new academic language and content. Anticipates possible learner misunderstandings and proactively mitigates concerns.
Standard 5: Assessment 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, 5b, 5c, 5d, 5e) 5.2: Collects student progress and provides descriptive feedback to student, parent/guardian, and other appropriate stakeholders in a variety of ways. (5a, 5b, 5c, 5d, 5e)		<ul style="list-style-type: none"> Demonstrates accurate content knowledge in the teaching assignment. Traces the accurate language and basic concepts of the content. Uses data to evaluate the outcomes of teaching. Monitors learner performance and responds to individual learner needs. Collects and shares assessment feedback with learners and parents/guardians as required. Identifies elements of quality work. 	<ul style="list-style-type: none"> Targets instructional, intervention, and enrichment strategies based on data. Uses multiple formative and summative assessments to make ongoing adjustments in instruction based on a wide range of individual learner needs. Uses a variety of effective formats to document and provide feedback on learner progress. Initiates ongoing, open communication between home and school about learner progress. Provides timely, descriptive, and specific feedback to individuals and groups. 	<ul style="list-style-type: none"> Provides multiple assessment options for the learner to demonstrate knowledge and skills. Collaborates with colleagues to use a variety of data to reflect and adapt planning and instruction. Provides opportunities for learners to self-assess work and receive peer feedback. Expects learners to use feedback to improve future progress.

Standard	Performance Expectation	Not Effective	Emerging (Ex. 1) & Minimally Effective (Ex. 2)	Effective	Highly Effective
<p>Standard 6: Instructional Planning The teacher plans instruction to support students in meeting rigorous learning goals by drawing upon knowledge of content areas, Utah Core Standards, practices, and the community context.</p>	<p>6.1: Demonstrate knowledge of the Utah Core Standards and references it in short- and long-term planning. (4b, 6a)</p> <p>6.2: Integrates cross-content skills into instruction to purposefully engage learners in applying content knowledge. (6b, 6c)</p>		<ul style="list-style-type: none"> Aligns daily instruction with Utah Core. Selects instructional materials that support standards. Provides opportunities for learners to use knowledge in various ways. 	<ul style="list-style-type: none"> Plans and implements short- and long-term learning experiences that reference Utah Core Standards learning objectives and content. Organize and adapt learning experiences and materials to align with the Utah Core Standard. Plans lessons that demonstrate how knowledge and skills transfer to other content areas. Designs learning experiences that promote the application of knowledge in multiple content areas. 	<ul style="list-style-type: none"> Plans authentic learning experiences. Evaluates the effectiveness of planning in response to student learning data and makes needed adjustments. Collaborates with colleagues to establish links between content areas and influence school-wide teaching practices.
<p>Standard 7: Instructional Strategies 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, 6b, 7a, 7b)</p> <p>7.2: Provide multiple opportunities for students to develop higher-order and meta-cognitive skills. (2f, 6d, 7c, 7d)</p>	<ul style="list-style-type: none"> Identifies each learner's diverse learning strengths and needs. Uses a number of instructional strategies. Uses instructional strategies that incorporate higher order thinking. Uses a variety of questioning strategies to assess and extend appropriately differentiated high-level learning. 	<ul style="list-style-type: none"> Monitors and adjusts instruction in response to developmental, cultural, and linguistic needs of individuals and groups of learners. Enhances instruction by using a variety of appropriate strategies. Provides learners with explicit instruction to analyze, synthesize, and make decisions. Provides opportunities for learners to reflect on their own learning. Provides opportunities for learners to generate and evaluate new ideas. 	<ul style="list-style-type: none"> Uses instructional strategies relevant to each learner's developmental, cultural, and linguistic background. Creates complex, open-ended learning opportunities where learners develop inventive solutions to real-world problems. 	<ul style="list-style-type: none"> Expects each learner to transfer content-specific communication skills to real-world contexts. Promotes the use of multiple forms of communication that furthers understanding of content and builds critical thinking. Investigates and uses new technologies and/or resources to enhance student participation in learning.
<p>Standard 8: Reflection and Continuous Growth The teacher is a reflective practitioner who uses evidence to continually evaluate and adapt practice to meet the needs of each learner.</p>	<p>7.3: Supports and expands learner's communication skills through reading, writing, listening, and speaking. (3f, 7d)</p> <p>7.4: Uses a variety of available and appropriate technology and/or resources to support learning. (3b, 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"> Provides opportunities for learners to practice communication skills. Uses technology and/or resources to support instruction. Exposes learners to multiple sources of information. 	<ul style="list-style-type: none"> Teaches content-specific reading, writing, listening, and speaking skills for effective communication. Provides opportunities for learners to expand communication skills to articulate thoughts and ideas. Evaluates and uses various appropriate technologies and/or resources to support content and skill development. Incorporates appropriate technology and/or resources to extend learner content knowledge and skill development. Develops each learner's ability to find, understand, and analyze diverse sources of information. Provides opportunities for learners to evaluate multiple sources of information for quality and accuracy. 	<ul style="list-style-type: none"> Expects each learner to transfer content-specific communication skills to real-world contexts. Promotes the use of multiple forms of communication that furthers understanding of content and builds critical thinking. Investigates and uses new technologies and/or resources to enhance student participation in learning. Expects learners to critically analyze multiple sources and perspectives to solve real-world problems. 	<ul style="list-style-type: none"> Expects each learner to transfer content-specific communication skills to real-world contexts. Promotes the use of multiple forms of communication that furthers understanding of content and builds critical thinking. Investigates and uses new technologies and/or resources to enhance student participation in learning. Expects learners to critically analyze multiple sources and perspectives to solve real-world problems.
<p>Standard 9: Leadership and Collaboration 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 affects the school and larger educational community. (9a, 9b, 9d, 9e)</p> <p>9.2: Advocates for the learners, the school, the community, and the profession. (9a)</p>	<ul style="list-style-type: none"> Participates with colleagues and collaborates in decision making. Accepts responsibility for the success of all learners. Contributes to learner success by responding to learner, family, and community concerns. Advocates for all learners to be prepared for high school graduation and future school work success. Seeks opportunities to make a positive impact on teaching quality, school improvement, and student achievement. 	<ul style="list-style-type: none"> Participates with colleagues and collaborates in decision making. Accepts responsibility for the success of all learners. Contributes to learner success by responding to learner, family, and community concerns. Advocates for all learners to be prepared for high school graduation and future school work success. Seeks opportunities to make a positive impact on teaching quality, school improvement, and student achievement. 	<ul style="list-style-type: none"> Participates with colleagues and collaborates in decision making. Accepts responsibility for the success of all learners. Contributes to learner success by responding to learner, family, and community concerns. Advocates for all learners to be prepared for high school graduation and future school work success. Seeks opportunities to make a positive impact on teaching quality, school improvement, and student achievement. 	<ul style="list-style-type: none"> Participates with colleagues and collaborates in decision making. Accepts responsibility for the success of all learners. Contributes to learner success by responding to learner, family, and community concerns. Advocates for all learners to be prepared for high school graduation and future school work success. Seeks opportunities to make a positive impact on teaching quality, school improvement, and student achievement.
<p>Standard 10: Professional and Ethical Behavior 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, state assessment policies, local board policies, and supervisory directives. (10a)</p> <p>10.2: Is responsible for compliance with all requirements of State Board of Education Rule R277-500 at all levels of teacher development. (10b)</p>	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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.

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.

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

Salary and Benefits Summary for Certified Employees for 2023-2024 School Year

Salary

Certified:

- 5.5% Base Salary Increase
- Additional \$4,200 Legislative Salary Adjustment (from \$4,200 to \$8,400)
- Additional \$150 TSSA Stipend (from \$825 to \$975)
- Guaranteed November 2023 Bonus of 1% of Base Salary

Steps and Lanes

Step increases and lane changes for the 2023-2024 school year fully funded.

Contract Days

Contract days for Certified employees is 185 days.

Instructional Days

There will be 180 instructional days and 5 District development days.

Handbook

After consultation with representatives, updates to the handbook were completed on May 10, 2023. A current copy of the handbook can be found in the legal department or on the Nebo School District website.

Insurance:

The District will provide medical insurance for the 2023-2024 plan year through the SelectHealth Share Network. Two plan options, the Base Plan and the Option Plan, will be available to employees and employees will pay a portion of the premiums. Following are details of the insurance plans as recommended by the Joint Insurance Committee:

Base Plan Deductible and Out-of-Pocket Maximums

- \$3,000 in-network deductible for single coverage
- \$6,000 in-network deductible for two-party coverage
- \$6,000 in-network deductible for family coverage
- \$6,000 in-network deductible for two-party dual coverage
- \$6,000 in-network deductible for family dual coverage
- \$3,700 out-of-pocket maximum for single coverage
- \$7,400 out-of-pocket maximum for two-party coverage
- \$7,400 out-of-pocket maximum for family coverage
- \$6,000 out-of-pocket maximum for two-party dual coverage
- \$6,000 out-of-pocket maximum for family dual coverage

Base Plan Other Information

- Base Plan deductibles are “embedded.” One member of the two-party or family meets the in-network deductible at \$3,000 and the rest of the two-party or family will meet the in-network deductible at \$6,000.
- Base Plan out-of-pocket maximums are “embedded.” One member of the two-party or family meets the in-network out-of-pocket maximum at \$3,700 and the rest of the two-party or family will meet the in-network out-of-pocket maximum at \$7,400.
- Employees will pay 20% of the costs between the deductible and the out-of-pocket maximum. The insurance carrier will pay 80% of the cost between the deductible and the out-of-pocket maximum.

Base Plan Employee Premiums

The monthly premium costs for full-time employees (1.0 FTE) on the Base Plan for the 2023-2024 plan year will be \$35 for single coverage, \$110 two-party coverage, \$160 for family coverage, \$110 for two-party dual coverage, and \$160 for family dual coverage. The premiums will be withheld over 10 months starting in September 2023 and continuing through June 2024.

Option Plan Summary

There will be a buy-up Option Plan available that employees may select. The added cost of the Option Plan over the cost of the Base Plan will be paid by the employee.

Option Plan Deductible and Out-of-Pocket Maximums

- \$1,600 in-network deductible for single coverage
- \$3,200 in-network deductible for two-party coverage
- \$3,200 in-network deductible for family coverage
- \$3,200 in-network deductible for two-party dual coverage
- \$3,200 in-network deductible for family dual coverage
- \$3,250 out-of-pocket maximum for single coverage
- \$6,500 out-of-pocket maximum for two-party coverage
- \$6,500 out-of-pocket maximum for family coverage
- \$3,200 out-of-pocket coverage for two-party dual coverage
- \$3,200 out-of-pocket maximum for family dual coverage

Option Plan Other Information

- Option Plan deductibles are NOT “embedded.” All members of the two-party or family meet the in-network deductible at \$3,200.
- Option Plan out-of-pocket maximums are NOT “embedded.” All members of the two-party or family meet the in-network out-of-pocket maximum at \$6,500.
- Employees will pay 20% of the costs between the deductible and the out-of-pocket maximum. The insurance carrier will pay 80% of the cost between the deductible and the out-of-pocket maximum.

Option Plan Employee Premiums

The monthly premium costs for full-time employees (1.0 FTE) on the Option Plan for the 2023-2024 plan year will be \$75 for single coverage, \$195 two-party coverage, \$278 for family coverage, \$195 for two-party dual coverage, and \$278 for family dual coverage. The premiums will be withheld over 10 months starting in September 2023 and continuing through June 2024.

Preventative Prescription Plan

The Base Plan and Option Plan include SelectHealth's Prescription Plan. Prescriptions will be available on a tiered schedule.

Health Savings Account

Nebo School District will match contributions to Health Savings Accounts (HSA) through Health Equity for eligible employees. Following are details of the plan:

- Eligible employees are those who are covered on the SelectHealth Base Plan or Option Plan previously described.
- Annual match from the District to HSAs for eligible full-time (1.0 FTE) employees on the Base Plan will be \$675 for those with single coverage, \$1,350 for those with two-party coverage, \$1,350 for those with family coverage, \$1,350 for those with two-party dual coverage, and \$1,350 for those with family dual coverage.
- Annual match from the District to HSAs for eligible full-time (1.0 FTE) employees on the Option Plan will be \$400 for those with single coverage, \$800 for those with two-party coverage, \$800 for those with family coverage, \$800 for those with two-party dual coverage, and \$800 for those with family dual coverage.
- The HSA match will be made as the employees contribute to their HSA starting September 2023 and continuing through June 2024.
- Those on two-party dual or family dual Base Plans will have an additional \$1,350 per year added to their HSA by the District on a non-match basis.
- Those on two-party dual or family dual Option Plans will have an additional \$800 per year added to their HSA by the District on a non-match basis.

Supplemental Insurance through MetLife

Optional supplemental insurance will be available through MetLife for additional coverage in the areas of hospitalization, critical illnesses, and accidental injuries. Employees who opt for the coverage will pay the premium cost of the supplemental insurance.

Dental

Employees will continue to have the option to buy group dental insurance through Educators Mutual Insurance (EMI). Employees who opt for the coverage will pay the premium cost of the supplemental insurance.

Vision

Employees will continue to have the option to buy group vision insurance through VSP or EyeMed. Employees who opt for the coverage will pay the premium cost of the supplemental insurance.

Employee Wellness Plan

Nebo School District will continue the Wellness Plan for the 2023-2024 school year. To benefit from the contract with SelectHealth, Nebo School District must meet minimum benchmark requirements on participation levels. Failure to achieve these benchmarks may result in increased insurance rates. Nebo School District is offering an incentive to complete the wellness requirements that includes a \$100 contribution to employee HSA accounts. HSA contributions for successful completion will begin in January 2024 and the deadline for completion is April 1, 2024. Following are the Wellness Plan requirements as outlined by SelectHealth:

- Create a “My Health” account on selecthealth.org.
- Select a primary care physician on the “My Health” portal
- Attend a workplace health education and screening event or complete a preventative exam from a physician
- Complete a Health Check on the Virgin Pulse portal
- Complete one or more digital coaching programs or Journeys on the Virgin Pulse portal
- Create an account with Virgin Pulse and successfully participate and record results in Virgin Pulse for two activity campaigns

Note: Medical insurance and the Employee Wellness Plans apply to all eligible employees who choose to utilize District medical insurance benefits including classified, certified, and administrative employees. Representatives from each of these three groups of employees meet throughout the school year in committees in order to monitor usage, analyze trends, propose changes, and make recommendations to the Board concerning District medical insurance and the Employee Wellness Plan.

Agreed to this 10th day of May, 2023.

THE BOARD OF EDUCATION OF NEBO
SCHOOL DISTRICT

DocuSigned by:

Lisa H. Rowley

22 May 2023

8EE631F787A0847C
Lisa H. Rowley, President

THE NEBO EDUCATION ASSOCIATION

DocuSigned by:

Brad Shuler

25 May 2023

E321B005F65A05
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 & January 30	Cut-off date for submitting official credit for lane advancement.	13.6.6.
January	A letter of intent from an educator on leave of absence is required two weeks after request for same.	14.12.8.
February 15	Summative evaluation of provisional educators due from the principal if applicable	8.3.4.
March 1	Applications for professional development leave, or for other leaves of absence.	14.9.2.
February 15	Educators who desire a transfer must submit a request on approved form by this date.	10.2.3.
February 15	Final letter of intent decision or option to renew.	4.3.1. and 14.12.8.
June 10	Coaches/advisors stipend information must be submitted to District payroll office.	Appendix C

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	Written requests for letter of intent to be sent to all educators on leaves of absence.	14.12.8.
March 1	Deadline for receiving professional development leave or other unpaid leaves of absence applications.	14.9.2.
April 1	Disposition of all professional development leave applications will be made by the Board prior to this date.	14.9.2
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 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 F – Salary Schedule

Nebo School District 2023-2024 CERTIFIED SALARY SCHEDULE

Step	Bachelors Degree		Bachelors Degree + 20		Bachelors Degree + 36		Masters Degree + 30		Masters Degree + 60		Doctorate Degree	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	121.0%	\$ 57,212	124.0%	\$ 58,398	128.0%	\$ 59,980	133.0%	\$ 61,957	139.0%	\$ 64,329	144.0%	\$ 66,305
2	122.0%	57,608	125.0%	58,794	129.0%	60,375	134.0%	62,352	140.0%	64,724	145.0%	66,701
3	123.0%	58,003	126.0%	59,189	130.0%	60,771	135.0%	62,747	141.0%	65,119	146.0%	67,096
4	124.0%	58,388	127.0%	59,584	131.0%	61,166	136.0%	63,143	142.0%	65,515	147.0%	67,491
5	126.0%	59,189	129.0%	60,375	133.0%	61,957	138.0%	63,933	144.0%	66,305	149.0%	68,282
6	128.0%	59,980	131.0%	61,166	135.0%	62,747	140.0%	64,724	146.0%	67,096	151.0%	69,073
7	133.0%	61,957	136.0%	63,143	140.0%	64,724	145.0%	66,701	151.0%	69,073	156.0%	71,050
8	140.0%	64,724	143.0%	65,910	147.0%	67,491	152.0%	69,468	158.0%	71,840	163.0%	73,817
9	147.0%	67,491	150.0%	68,678	154.0%	70,259	159.0%	72,236	165.0%	74,608	170.0%	76,585
10	154.0%	70,259	157.0%	71,445	161.0%	73,026	166.0%	75,003	172.0%	77,375	177.0%	79,352
11	161.0%	73,026	164.0%	74,212	168.0%	75,794	173.0%	77,771	179.0%	80,143	184.0%	82,119
12	168.0%	75,794	171.0%	76,980	175.0%	78,561	180.0%	80,538	186.0%	82,910	191.0%	84,887
15	175.0%	78,561	178.0%	79,747	182.0%	81,329	187.0%	83,305	193.0%	85,678	198.0%	87,654
18			189.0%	84,096	196.0%	86,864	194.0%	86,073	200.0%	88,445	205.0%	90,422
21			203.0%	89,631	203.0%	89,631	208.0%	91,608	207.0%	91,212	212.0%	93,189
24			210.0%	92,399	210.0%	92,399	215.0%	94,375	214.0%	93,980	219.0%	95,957
27	182.0%	81,329	185.0%	82,515	203.0%	89,631	215.0%	94,375	221.0%	96,747	226.0%	98,724
30	189.0%	84,096	192.0%	85,282	210.0%	92,399	222.0%	97,143	228.0%	99,515	233.0%	101,492

Factors	Notes
Prior year base multiplier	\$ 37,474
Cost of living adjustment on base multiplier	5.50%
2023-2024 base multiplier	\$ 39,535
Beginning salary - step 1, lane 1	\$ 57,212
Signing bonus (a)	\$ 500
Legislative Salary Adjustment (b)	\$ 8,400
Teacher and Student Success stipend (c)	\$ 975
Prior year contract days	185
2023-2024 contract days	185

INDEX

Absence of personal business	54
Administration	15, 18, 24, 30
Administrator	9, 17, 25, 26, 27, 29, 30
Adoption	59
Adult education	20
Age	7, 30, 59
Alternative routes to licensure	4
Americans with Disabilities Act	7
ARL	4, 11
Assault while on duty	66
Assignment	30
Assistant principal	5
Assistant superintendent	5
Association president	4, 39, 56
At-will	12, 20
Availability of agreement	6
Benefits	34, 53, 58, 59, 61, 62, 63, 64
Board meeting	9
Buildings	9, 16
Calendar	5, 16, 59
Career educator	5, 11, 12, 25, 32, 57, 59
Career status	11, 24
Cause	10, 12, 33, 62, 66
Classified employees	5
Clerk	5
Co-curricular	17
Collaboration	16, 17, 22
College credit	43
Color	7, 30
Compensation	41, 63
Conferences	57
Contract	5, 6, 12, 13, 17, 19, 20, 21, 22, 32, 33, 35, 40, 41, 56, 57, 58, 62, 66
Contract term	5, 6, 8, 12, 13, 16, 19, 33, 43, 75
Coordinator	5
Criminal or civil proceedings	66
Curriculum	15
Director	5
Disabilities	7
Disability	62
Discipline	17, 29, 32, 33
Discriminate	7
Dismissal	5, 18, 32, 66
DPIC	57, 58
Driver education	20

Dues deduction.....	40
Employment period.....	12
Evaluation procedure.....	25
Evening school.....	20
Extra-curricular.....	17, 18
Extra-duty.....	17, 20
Facilities.....	9
Faculty meetings.....	17
FTE.....	11, 45, 57, 61, 62
Grievance.....	9, 29, 32, 33, 35, 36, 37, 38, 39
Grievances.....	9, 35
Human resources.....	11, 12, 13, 25, 30, 31, 35, 36, 37, 38, 39, 41, 43, 62
In-service.....	15, 17, 18, 19, 20, 40, 42, 43, 57
Insurance.....	34, 53, 58, 61, 62
Intern.....	4, 18, 30
Joint Educator Evaluation Committee.....	28
Lane.....	42, 43, 44
Law.....	7, 8
Leave.....	29, 32, 33, 52, 53, 57, 58, 59
Letter of authorization.....	4
Letter of intent.....	12, 13, 22, 59, 60, 75, 76
License.....	4, 5, 11, 41, 42
Licensing.....	41
Licensure.....	41
Local School Professional Improvement Committee.....	See LPIC
LPIC.....	15
Lunch.....	15, 16, 19, 64
Mentor.....	28
National origin.....	7, 30
Negotiations.....	6
Non-renewal.....	13
Non-teaching duties.....	18
Nurses.....	5
Observation.....	24, 25, 26, 27, 28, 67
Paraeducator.....	18
Parent-teacher conference.....	17
Personnel file.....	25, 27, 29, 39
Plan of assistance.....	32
Policy.....	7, 11, 18, 26, 33, 35, 40
Pregnancy.....	7, 30
Preparation period.....	17, 19
Preparation time.....	15, 19
Previous teaching experience.....	11, 41
Principal.....	5, 9, 11, 13, 15, 17, 18, 19, 21, 22, 24, 25, 28, 32, 36, 54, 57, 66, 75, 76
Private business.....	18
Professional conduct.....	22
Professional development.....	57, 58, 75, 76
Professional growth plan.....	22

Provisional	11, 12, 13, 24, 28, 30, 42, 75, 76
Race	7, 30
Ratification.....	6
Recess	16
Reduction in force	34, 59
Religion	7, 30
Resignation	12
Retaliation.....	35
Retirement.....	21, 58, 65
Salary	39, 40, 41, 42, 43, 57, 58, 59, 62, 66, 77
School day.....	16, 18, 39
School year	4, 30
Sex.....	7, 30
Size of each class	17
Step	9, 36, 41, 42, 58, 59
Strike	10
Student teacher	11, 18
Summer school.....	6, 20
Superintendent	4, 5, 9, 15, 22, 26, 29, 31, 36, 37, 38, 39, 41, 46, 54, 56, 57, 58, 66
Supervision.....	15, 17, 18, 19
Supervision of supportive personnel	18
Supervisor	5
Teaching hours	16
Terminate	12, 13, 32, 38
Terminated	12, 21, 32, 33
Termination	5, 12, 13, 29, 32, 33, 35, 38, 41, 59, 62, 75
Transcripts.....	43
Transfer.....	30, 69, 75, 76
Twelve-month employee	5
Unsatisfactory performance.....	12, 32, 33
USBE.....	4, 41
Utah State Board of Education.....	See USBE
Veteran	7, 30
Website	7, 12, 65, 66
Working day	5