



# **THE NEGOTIATED AGREEMENT**

**BETWEEN**

**THE UTAH SCHOOLS FOR THE DEAF  
AND THE BLIND  
EDUCATION ASSOCIATION**

**AND**

**UTAH SCHOOLS FOR THE DEAF AND  
THE BLIND**

**For the School Year 2011-2012**

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## **Utah Schools for the Deaf and the Blind Education Association**

### **Negotiation Team Members**

Michelle Tanner, President  
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## **ARTICLE I**

### **CODE OF ETHICS**

#### 1-1 Preamble

1-1-1 The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

1-1-2 The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students or parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Utah Schools for the Deaf and the Blind (USDB) indicates the aspiration of each educator and provides standards by which to judge conduct.

#### 1-2 Commitment to the Student

1-2-1 The educator strives to help each student realize his/her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from preventable physical danger. This includes allowing no one to strike or physically abuse any student under his/her supervision.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background or sexual orientation unfairly deny benefits to any student nor grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage (i.e. shall not tutor for remuneration students assigned to his/her classes, unless no other qualified

educator is reasonably available). Exceptions must be freely disclosed in a written plan authorized by the program director.

8. Shall not disclose information about students in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.
9. Shall participate in the development of the Individual Education Plan for students.

### 1-3 Commitment to the Public

1-3-1 The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. The educator shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public. In fulfilling his/her obligation to the public, the educator:

1. Shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.
2. Shall make reasonable efforts to communicate to parents information which should be revealed in the interest of the student and manifest a positive role in school public relations.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain.
5. Shall accept no gratuities, gifts or favors that might impair professional judgment.
6. Shall endeavor to understand community cultures and relate the home environment of students to the school.

### 1-4 Commitment to the Profession

1-4-1 The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

1-4-2 In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education and to

assist in preventing the practice of the profession by unqualified persons. In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about a colleague obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift or favor that might impair professional decisions or actions.
9. Shall accept opportunities to grow professionally and accept an equitable share of professionally related assignments.
10. Shall comply with the regulations and policies of the Utah State Board of Education's (USBE) and applicable state and federal laws.
11. Shall reflect mutual respect for individuality and responsibilities in relationships between faculty members at the USDB.
12. Shall pay attention to his/her personal appearance and dress. It is suggested that each educator wear clean clothing that reflects good taste and standards of good fashion, as outlined in the USDB Dress Code Policy.
13. Shall dress in a manner appropriate for the work he/she is doing when supervising or instructing in special activities.

#### 1-5 Commitment to Professional Employment Practices

- 1-5-1 The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideal of professional service. The

educator believes that sound professional relationships with governing boards are built upon personal integrity, dignity and mutual respect. The educator discourages the practice of his/her profession by unqualified persons. In fulfilling his/her obligation to professional employment practices, the educator:

1. Shall apply for or accept a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to USDB of any change in availability of service.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action.
6. Shall adhere to the terms and conditions of State and Federal laws; policies of the Utah State Board of Education; policies of USDB and the educators' Negotiated Agreement.
7. Shall conduct professional or school business or pursue concerns through appropriate channels that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his/her professional position.
10. Shall use time granted for the purpose for which it is intended.

**ARTICLE II**  
**RECOGNITION, RESPONSIBILITIES AND AGREEMENTS**

2-1 Recognition

2-1-1 In accordance with Utah Code Annotated 53A-25b, the Utah State Board of Education (USBE) agrees to recognize the Utah Schools for the Deaf and the Blind Education Association (USDBEA) as the exclusive representative of all educators, upon being furnished with satisfactory evidence that a majority of said persons have designated or selected the USDBEA as the Association which serves as their representative. Nothing in this statement shall be so construed as to deprive any individual or the Advisory Council of their rights under the Utah Right to Work Law nor their rights as set forth in Title IV of the Civil Rights Act or provisions that may be applicable to employment of public educators under Utah Code Annotated, 1953, as subsequently amended.

2-2 Responsibilities and Agreements

2-2-1 The Utah Schools for the Deaf and the Blind Administration (Administration) agrees to make available public information related to its operation. The Administration further agrees to seek input from the Association on matters such as proposed policy changes, legislative proposals, etc., that would impact the fulfillment of an educator's duties. The Association and the Administration share joint responsibility to exercise prudence and to act in a spirit of cooperation on such matters. A reasonable charge may be made for copies of documents.

2-2-2 The Association may have reasonable use of school buildings and/or equipment without cost. The Association is responsible to schedule such use with the appropriate administrative office to insure that such use does not interfere with school functions or building security. Examples of such use would include but not be limited to:

1. Bulletin board space in faculty rooms or other appropriate locations.
2. Use of school mail, email services, and the Association mailbox.
3. Reasonable and prudent use of the public address system.
4. Transaction of the Association business provided that such action does not interfere with school operations.

2-2-3 The Administration agrees to invite the Association to assist in planning and implementing orientation programs.

2-2-4 The Administration invites the Association to review and give input with regard to expenditures, class size, and budget requests quarterly.

- 2-2-5 Representatives of the Association may transact its business in the schools at reasonable times, provided that such action does not interfere or interrupt school operations.
- 2-2-6 No educator shall be prevented from wearing an insignia, pin or other identification of membership in the Association on school premises provided it is not distracting in size.
- 2-2-7 The Administration will provide to the Association a faculty list of each Division on or before September 30.
- 2-2-8 Upon receipt of a written request, with ample prior notice, the Superintendent may grant leave to a reasonable number of the Association leaders to attend meetings related to appropriate school business. The Association business will be transacted with a minimum disruption to the educational program. The Association leaders will be released for a maximum of ten days from their teaching assignments for such meetings.
- 2-2-9 The Association has a joint responsibility with the Administration to facilitate committee meetings, studies and task forces which are a part of the Negotiated Agreement. It is agreed that the USDBEA President and the Superintendent or designee shall exchange the names of their participants that will be representing each party in such activities. This exchange shall be made one month prior to the first meeting of each such committee as outlined in the Calendar of Responsibilities (Attachment 1).

## 2-3 Payroll Deductions

- 2-3-1 The Administration will deduct from each educator's salary the USDBEA dues and other approved deductions, such as: savings bonds, insurance premiums, contributions and credit union deductions as directed by each educator in writing.
  - 1. USDBEA dues will be deducted during the months of November, December, January, February, March, April, May, and June. The payroll deductions will begin with pay period number 21 and will cease on pay period number 12, totaling seventeen (17) payroll deductions. Total USDBEA dues will be paid by a terminating educator prior to receiving his/her final salary disbursement.
  - 2. All requests for deductions will be made to the Business Office one month (20 working days) prior to the effective date.
  - 3. The Administration will make said deductions to the USDBEA in accordance with Utah Code Annotated (UCA) 34-32-1.
  - 4. Additional deductions of USDBEA dues for an educator which are received following the initial payroll deduction listing (pay period 21) , shall be made in writing to the Business Office at least 20 working days prior to the effective date.

5. An educator terminating his/her membership with the Association must submit in writing the appropriate documentation to the Utah Education Association (UEA) Office. Notification to cease payroll deductions will be completed upon written request of the educator and/or the Association.

#### 2-4 Collaboration

2-4-1 The Administration and the Association acknowledge the importance of collaboration with respect to Utah Schools for the Deaf and Blind (USDB) policy, guidelines, negotiations, and matters pertaining to federal and state policies. Collaboration on these items will be as follows:

1. The Administration will inform the Association when a committee is formed or reconvened. Information will include the following: committee's purpose, membership, initial meeting date and location.
2. If a meeting qualifies under the open and public meeting law as defined in UCA 52-4, an agenda will be posted and minutes will be furnished upon written request.
3. The Association will share with the Administration any information and/or correspondence pertinent to the negotiations process as it informs its membership.

#### 2-5 Agreement Severability

2-5-1 If any provision of this Negotiated Agreement is found to be unlawful by a court of competent jurisdiction, none of the remaining provisions shall be thereby affected, and the remaining provisions shall continue in force and effect.

2-5-2 Both the Administration and the Association agree that where conflicts arise between this Agreement and applicable legislative statute, the latter will take precedence.

**ARTICLE III**  
**NEGOTIATIONS**

3-1 General Provisions

3-1-1 Upon request by the Association to the Administration or by the Administration to the Association, after December 1 and not later than April 30, the Administration or the Association may notify the other party of its desire to rescind, amend, add to or delete all or a portion of this document. This process shall occur on a biennial cycle during the odd number years. After the general appropriations bill becomes law, the Administration or the Association may notify the other party of its desire to negotiate a salary schedule. Thereupon the parties shall agree in the manner provided in the sections which follow. The parties shall so conduct negotiations as to arrive at agreement not later than July 1 of each odd year. Only by mutual consent may negotiations continue beyond that time in order to arrive at agreement.

1. Requests for negotiations on non-fiscal matters may be submitted by either the Administration or the Association after December 1, but not later than April 30. Requests for negotiations on fiscal matters may be submitted by either the Administration or the Association after the annual appropriations bill has become law.
2. Written requests for negotiations between the Administration and the Association may be submitted by either party on such matters as salaries, wages, hours, professional obligations, academic responsibilities and conditions of employment. Such requests shall specify the subject matter to be considered and shall include a written summary of each specific item to be negotiated.
3. A written response shall be made within ten (10) working days of the receipt of any such written request.
4. Negotiations shall be conducted at times and places mutually agreeable to the negotiators named by each party, provided, however, that the first meeting shall be held within ten days of such written response.

3-1-2 Upon ratification this agreement remains in effect for two fiscal years. Changes to current agreement can be made every odd year. Special circumstances arising during the term of this agreement could necessitate an out of cycle request from either party to negotiate. Fiscal matters will be reported by the Administration to the Association every year. Salary adjustments will occur annually as outlined in UCA 53A-25b-402.

3-2 Conditions

3-2-1 The Administration and the Association agree to negotiate in good faith.

- 3-2-2 Representatives of the Association and the Administration shall jointly review preliminary budgets and other information affecting revenue and expenditures as soon as it is available for the ensuing year. This budget information will be provided upon request to both the President of the Association and to the Chairperson of the negotiations team. Written request may be made for other specific information.
- 3-2-3 All proposals or counter-proposals mutually agreed upon shall be clearly written and initialed by a representative from each team.
- 3-2-4 Any agreements reached shall be tentative until negotiations are mutually concluded.
- 3-2-5 Either party may, if it so desires, utilize the services of an outside consultant(s). Where payment of outside consultant(s) is required, the party requesting the services shall pay for them.
- 3-2-6 Final items for approval and ratification by the Utah State Board of Education (USBE) and the Association will be taken from the initialed tentative Negotiated Agreement.
- 3-3 Procedures
  - 3-3-1 The USBE's designated representatives and appropriate USDB administrators will meet with representatives designated by the Association for negotiating and reaching mutually satisfactory agreements.
  - 3-3-2 Sessions will be conducted at times and places mutually agreeable to the representatives named by each party. All sessions will be open to anyone who desires to be present. When negotiation sessions are scheduled during the school day, the educator-representative team members shall be released from regular duties without loss of pay or payment for substitutes.
  - 3-3-3 Before negotiations begin on specific items, the Administration and the Association shall each submit in writing a list of all issues for negotiations. Written requests for negotiations between the Administration and the Association may be submitted by either party on such matters as salaries, wages, hours, professional obligations, academic responsibilities and conditions of employment. Such requests shall specify the subject matter to be considered and shall include a written summary of each specific item to be negotiated. The two lists shall be used in reaching mutual agreement on an agenda which will help to insure that negotiations proceed in an orderly fashion. It is suggested that negotiations on non-economic items are held prior to economic considerations.
  - 3-3-4 Each party (the Association and the Administration) will give notice to the other prior to contacting the news media and would further indicate to the other party the issue or issues that they would be contacting the news media on.

- 3-3-5 When the news media makes contact with either the Association or the Administration, the party contacted shall notify the other that a contact was made by the news media. This provision does not negate and/or discourage open and free exchange with the news media by either party.
- 3-3-6 Both teams may invite observers or consultants to be present during the negotiation sessions. Observers may not speak during the sessions. Consultants may give information as desired by those whom they represent. The role of the consultant will be limited to the presenting and explaining of information.
- 3-3-7 During negotiations, the Administration and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other shall make available for inspection its public records and data pertinent to the subject matter under negotiation.
- 3-3-8 Each party may record statements and/or agreements on items being negotiated. The agenda, recorded statements and all written proposals may be shared with members of the Administration or the Association. Auditory recordings shall not be made without approval from both sides.
- 3-3-9 When tentative agreements are reached, they will be put into writing, signed and dated by both parties. After negotiations are completed, each party will then take the items agreed upon to their respective Board or Executive Board for approval or disapproval.
- 3-3-10 Both parties agree that contacts will not be made with each other's representative body on items under negotiation (i.e. educator or USBE) during the process of negotiations unless an impasse should occur.
- 3-3-11 Upon ratification by both USBE and USDBEA, the Negotiated Agreement will become effective and shall be distributed to each educator.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### 4-1 Definitions

- 4-1-1 A "grievance" is a written complaint by an educator of an alleged violation or misrepresentation of the terms, meaning or application of an educator's contract, negotiated items, Utah State Board of Education (USBE) policies or legal statutes. It is expressly understood that a claim based upon an event or condition which does not fall within this definition shall not constitute a grievance. Matters of contract non-renewal or termination shall be handled according to the Orderly Termination and Probation provisions as stated in Article V.

- 4-1-2 “Appropriate supervisor” is the administrator directly responsible for the actions(s) causing the grievance and/or which the administrator is capable of resolving.
- 4-1-3 A “grievant” shall mean an educator or group of educators filing a grievance.
- 4-1-4 The USDBEA members may have USDBEA representation at any step of the grievance process.
- 4-1-5 “Days” shall mean working days.

#### 4-2 Purpose

The purpose of the grievance procedure is to secure, at the lowest possible level, fair and equitable solutions to problems which may arise between an educator and the Utah Schools for the Deaf and the Blind (USDB). To facilitate this purpose, these proceedings shall be as informal and confidential as may be appropriate at any level.

#### 4-3 Grievance Procedure

##### Step 1. Supervisor (verbal)

An educator, who has a qualified grievance, as outlined in 4-1-1, should first discuss the matter with the appropriate supervisor, in an effort to resolve the matter.

##### Step 2. Supervisor and/or when applicable, Associate Superintendent (written)

If Step 1 fails to resolve the issue, the grievance shall be reduced to writing and submitted to the appropriate supervisor within and/or when applicable, Associate Superintendent 14 days of the informal meeting provided in section 4.3 Step 1 or within 21 days after the grievant learns of the incident on which the grievance is based. A USDBEA member may provide a copy of the grievance to the USDBEA.

The supervisor and/or when applicable, Associate Superintendent shall hold a conference with the grievant to discuss the grievance. The supervisor and/or when applicable, Associate Superintendent shall make a written response to the grievant within ten (10) days of the conference. The response will state which portions of the grievance the supervisor and/or when applicable, Associate Superintendent accepts or rejects. Acceptance means that the supervisor and/or when applicable, Associate Superintendent will take such action as necessary to resolve the grievance. A copy of the response will be provided to the USDBEA at the written request of the grievant.

##### Step 3. Superintendent

If the grievant is not satisfied with the decision reached at Step 2, or if no decision is reached within the time limit, the grievant may advance his/her written grievance, along with the supervisor's written response, to the Superintendent or his/her designee within 14 days of receipt of the Step 2 response or at the expiration of the time limit.

The Superintendent or his/her designee shall conduct a hearing on the grievance within 10 days of receipt of the written appeal.

The Superintendent or his/her designee shall make a written decision on the grievance within 10 days of the hearing. A copy of the decision shall be provided to the grievant and the Association at the written request of the grievant.

#### Step 4. Utah State Board of Education

If the grievance is not resolved at Step 3 or if no disposition is received within the time limits, the grievant may appeal to the Utah State Board of Education (USB E) within 14 days of the receipt of the Step 3 response or at the expiration of the time limit.

The USB E will hold a closed session hearing within 45 days following the receipt of the written request by the grievant. The Utah State Board of Education shall make a written decision on the grievance within 20 days of the hearing. A copy of the decision shall be provided to the grievant and the Association upon request of the grievant.

#### 4-4 General Procedures

##### 4-4-1 The following procedures govern any grievance proceeding:

1. The written grievance shall cite the agreement provision, contract, policy, rule or regulation under which the alleged violation, misrepresentation or inequitable application occurred, the nature of the grievance and state the desired resolution.
2. The time limits provided herein may be extended by written, mutual agreement of the parties.
3. Failure of the (USDB) or its designee to respond within the time limit provided shall be deemed a denial of the grievance and the grievant may appeal to the next level. Failure of the grievant to appeal within the time limit provided waives his/her right to pursue the grievance. Any grievance beyond Step 1 may be withdrawn by the grievant by submitting a written statement of withdrawal.
4. A grievance may be resolved at any level by mutual agreement of the grievant and USDB, if the resolution is consistent with the terms and conditions of this agreement.

5. At all meetings or hearings conducted under this grievance procedure, the parties may call witnesses and present evidence relevant to the grievance. Any educator called to participate in any meeting shall be excused from regular duties to do so without loss of pay or benefits. USDB shall cooperate with the grievant in calling witnesses who are in its employ.
6. All records relating to a grievance shall be filed separately from the personnel file of the grievant.
7. No reprisals shall be taken against any educator for bringing, or for participating in, any aspect of a grievance.
8. Nothing in this procedure shall be construed to limit the right of the USBE or the grievant to appeal to an appropriate court of law.

## **ARTICLE V**

### **CORRECTIVE ACTION, DISCIPLINE, AND ORDERLY TERMINATION**

#### 5-1 Purpose

5-1-1 The purpose of this policy is to facilitate equitable and orderly corrective action, discipline and termination procedures and to specify standards of due process and causes for termination. The Utah Schools for the Deaf and the Blind (USDB) policy of orderly termination shall comply with the procedures established in section 53A-8 of the Utah Code Annotated (UCA).

#### 5-2 Definitions

5-2-1 “USDB” means the Utah Schools for the Deaf and the Blind (USDB), its administrative officers or educators.

5-2-2 “Advisory Council” means the USDB Advisory Council (AC) in a duly constituted meeting.

5-2-3 “Corrective Action” means non-punitive actions implemented by a supervisor to restore an employee’s performance to an acceptable level.

5-2-4 “Discipline” means punitive actions initiated by a supervisor which are intended to correct unwanted employee behavior.

5-2-5 “Dismissal” or “termination” means:

1. Termination of the status of employment of an educator.
2. Failure to renew the employment contract of a career educator.
3. Reduction in salary of an educator not generally applied to all educators of the same category employed by USDB during the educator’s contract term.
4. Change of assignment of an educator with an accompanying reduction in pay, unless the assignment change and salary reduction are agreed to in writing.

5-2-6 “Board” means the Utah State Board of Education (USBE).  
(Refer to UCA 53A-6-103, 5)

5-2-7 “Certificate” means a license issued by a governmental jurisdiction outside the state.  
(Refer to UCA 53A-6-103, 6)

5-2-8 “Educator” means a person who holds:

1. a. a license issued under Title 53A, Chapter 6, Educator Licensing and Professional Practices Act; and
- b. a position as:
  - (A) a teacher;
  - (B) a speech pathologist;
  - (C) a librarian or media specialist;
  - (D) a preschool teacher;
  - (E) a guidance counselor;
  - (F) a school psychologist;
  - (G) an audiologist; or
  - (H) an orientation and mobility specialist; or
2. a. a bachelor's degree or higher;
- b. credentials from the governing body of the professional's area of practice; and
- c. a position as:
  - (A) a Parent Infant Program consultant (Early Intervention Specialist);
  - (B) a deafblind consultant (Deafblind Specialist);
  - (C) a school nurse;
  - (D) a physical therapist;
  - (E) an occupational therapist;
  - (F) a social worker; or
  - (G) a low vision specialist.

5-2-9 “License” means an authorization issued by the USBE which permits the holder to serve in a professional capacity in the public schools. The four levels of licensure are:

1. **Letter of authorization** is a temporary license issued to a person who has not completed requirements for level 1, 2 or 3 licenses, such as a student teacher or a person hired to perform professional services on an emergency basis when fully qualified personnel are not available. (Refer to R277-503)
2. **Competency-based license** is issued by USOE to an educator based on the educator’s demonstrated teaching skills and abilities:
3. **Level 1 license** is a license issued upon completion of a competency-based teacher preparation from a regionally accredited university or an approved preparation program or an alternative preparation program, or pursuant to an agreement under the NASDTEC (National Association of State Directors of Teacher Education and Certification) Interstate Contract, to a candidate who has also met all ancillary requirements established by law or rule;

4. **Level 2 license** is a license issued after satisfaction of all requirements for a level 1 license as well as any additional requirements established by law or rule relating to professional preparation or experience; and
5. **Level 3 license** is a license issued to an educator who holds a current Utah level 2 license and also received, in the educator's field of practice, National Board Certification of Educators or doctorate from an accredited institution.

5-2-10 "Endorsement" means a stipulation appended to a license setting forth the areas of practice to which the license applies.

5-2-11 "Provisional Educator" is an educator other than a career or temporary educator employed by the Schools.

5-2-12 "Career Educator" is an educator:

1. Who has a reasonable expectation of continued employment;
2. Who holds an appropriate license issued by the USOE and an endorsement appropriate to their assignment or credentials from the governing body of the professional's area of practice;
3. Who demonstrates satisfactory service for three consecutive years at USDB.

### 5-3 General Causes and Procedures

5-3-1 The Human Resource Director or other person(s) designated by the Superintendent will provide the educator with an opportunity for an informal conference to discuss the allegations (UCA 53A-8-104, 8a), then investigate allegations of misconduct or other situations, if warranted, which could result in corrective or disciplinary action. When appropriate, the educator's immediate supervisor and/or program director will be informed and/or assist in the investigation.

5-3-2 The educator under investigation may be suspended with or without pay pending the outcome of the investigation. A final written report of the investigation and written notice of suspension or final termination including findings of facts upon which the action is based if the suspension or termination is for cause (UCA 53A-8-104, 9) will be provided to the Superintendent. Based on this report, the Superintendent or designee may initiate appropriate corrective or disciplinary action. Such may include but is not limited to, verbal warning, written warning, written reprimand, suspension without pay, contract non-renewal or contract termination.

5-3-3 Because corrective action of an educator is non-punitive, it is grievable only as high as the Superintendent. Because discipline of an educator is punitive, it is grievable up to and

including the USBE. With the exception stated above, grievance of corrective or disciplinary action is subject to all procedures stated in Article IV of the Negotiated Agreement.

#### 5-4 Suspension

5-4-1 USDB may suspend the active service of an educator pending a hearing when it appears that the continued employment of the individual may be harmful to students or USDB. The educator will continue to be paid by USDB until the charges against him/her are proven sufficient to justify termination as determined by the appropriate authorities, or without pay if it is more likely than not that the allegations against the educator are true and will result in termination (Refer UCA 53A-8-104, 8a).

5-4-2 Written notice of suspension or final termination including findings of fact made by USDB shall be provided to the individual when such suspension or termination is for cause.

5-4-3 Upon confirmation of termination of an educator by the appropriate and final authorities, the terminated educator shall be responsible for the return of all salary and benefits received back to the initial suspension date. If termination is not subsequently ordered, the educator shall receive back pay for the period of suspension without pay (Refer to UCA 53A-8-104, 8b).

#### 5-5 Dismissal Procedure Provisions

5-5-1 The orderly dismissal procedure provides:

1. Right to a fair hearing.
2. If USDB intends not to renew a contract of employment of an individual entitled to employment in succeeding years according to its staffing plan, notice of such intention shall be given the individual.

#### 5-6 Non-Renewal of Contract - Causes and Process

5-6-1 Non-renewal of a career educator's contract for the following school year must result from just cause. Subsequent action will be in accordance with the State of Utah's Orderly Termination Laws.

5-6-2 Non-renewal of the contracts of a class of educators for the following school year may result from:

1. Declining student enrollments.
  2. Discontinuation of service program.
  3. Shortage of anticipated revenue after the budget has been adopted by the Legislature. In such cases, procedures outlined in Article XIII, Reduction In Force, will be followed.
  4. School consolidation.
- 5-6-3 PROVISIONAL EDUCATOR: USDB shall notify a provisional educator by April 1 of each year if the educator will not be offered a contract for the subsequent term of employment. The notice will be served by personal delivery or by certified mail addressed to the individual's last known address. The notice shall be dated and contain a clear and concise statement that the individual's contract will not be renewed for an ensuing term.
- 5-6-4 CAREER EDUCATOR: By February 1 of each year a career educator, shall be informed that continued employment is in question and the reasons therefore. He/she will be given an opportunity under section 53A-8 of the Utah Code Annotated (UCA) to correct the problem which precipitates possible non-renewal.
- 5-6-5 By April 1 of each year the intent not to renew the contract of the career educator will be issued by USDB in writing. The notice will be served by personal delivery or by certified mail addressed to the individual's last known address. The notice shall be dated and contain a clear and concise statement that the individual's contract will not be renewed for an ensuing term and the reasons for the termination.
- 5-7 Termination within the Contract Term - Causes and Process
- 5-7-1 Termination of either a career or provisional educator's contract during the contract term may result from any just cause. Subsequent action will be in accordance with the State of Utah's Orderly Termination Laws.
- 5-7-2 In cases when USDB intends to terminate either a career or a provisional educator's contract during his/her contract term, USDB will give 30 calendar days written notice of such intent to said individual. Said notice shall be given in writing, served by personal delivery or by certified mail addressed to the individual's last known address. It shall state the date of termination and the detailed reasons for such termination.
- 5-8 Hearings for Contract Non-Renewal and Termination
- 5-8-1 All requests for hearings must be in writing and submitted to the Superintendent through the USDB Human Resource Office. The hearing is waived if it is not requested within 15 calendar days after the notice of termination was either personally delivered or mailed to

the individual's most recent address shown on USDB's personnel record. The notice shall state that failure of the employee to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that right and that USDB may then proceed with termination without further notice. (If day 15 falls on a non-working day, then it will be accepted the next working day.)

- 5-8-2 The full hearing process, as described herein, is available for the career educator whose contract is not renewed or is terminated; or for a provisional educator whose contract is terminated for just cause. A provisional educator whose contract is not renewed may request an informal conference before the Superintendent. The Superintendent's decision shall be final in these matters.
- 5-8-3 At all hearings, after due notice and on demand of the educator, he/she may be represented by counsel, produce witnesses, hear the testimony against him/her, and cross examine witnesses and examine documentary evidence. Hearings may be held before the State Board of Education or the State Board of Education may establish a procedure whereby the hearing is before examiners selected as follows.
1. The Administration and the USDBEA shall each select one (1) person to serve on a hearing panel. Within five (5) days, these two (2) people shall select an additional member of the hearing panel and receive a commitment to serve. If they are unable to agree upon another additional member, the President of the USDBEA jointly with the Superintendent of USDB shall appoint a person to serve on this hearing panel. The joint appointing officers shall, within five (5) calendar days after receiving the request, appoint the person to serve on the hearing panel.
- 5-8-4 The decision of the hearing panel relating to employment of the educator shall be binding upon both the educator and the State Board of Education.
- 5-8-5 The Administration and the Association will share any costs incurred, as a result of the hearing.
1. Expenses shall be limited to per diem, travel, telephone calls, and an interpreter if needed.
  2. Panel members shall serve without remuneration for time spent in advanced preparation, attendance at hearings or for formalizing the decision.
  3. The Administration shall provide a mutually agreed upon person for clerical/administrative assistance. A certified court reporter may be used.

4. Printing of documents will be handled through USDB.
  5. Any other expenses must be mutually approved in advance by the Association and the Administration.
- 5-8-6 The hearing is not to be investigative in nature. Rules of evidence appropriate for an administrative hearing will be followed. The panel will provide parallel communication to the Association and the Administration.
- 5-8-7 Before the hearing commences, the three members of the panel should organize themselves by appointing one of their number to be a chairperson who will preside, call the hearing to order, direct the course of the hearing, administer oaths and generally see that the hearing proceeds in an orderly, expeditious and fair manner.
1. Order of presentation of evidence
    - a. Opening statement by the administration.
    - b. Opening statement by respondent.
    - c. Administration's witnesses (direct, cross, redirect and recross examination).
    - d. Respondent's witnesses (direct, cross, redirect and recross examination).  
Testimony and documentary evidence.
    - e. Administration's closing argument and comment.
    - f. Respondent's closing argument and comment.
  2. Evidence and testimony
    - a. The hearing is informal to allow a full and complete hearing of the matter. Formal courtroom rules of evidence do not apply. Any probative evidence will be admitted unless totally irrelevant or repetitious. The panel in its judgment will attach the appropriate weight to the evidence and information.
    - b. Panel members are free to ask questions at any time.
    - c. Hearsay evidence is admissible but the panel's final decision must be based on all credible evidence and not merely on hearsay evidence alone.
    - d. Documentary evidence may be introduced at any time during the hearing subject to the chairperson's ruling on admissibility.

- e. Where an interpreter is necessary one shall be furnished according to law. (Refer to UCA 78-24a-1, et seq.)
  - f. A record of the hearing shall be made in a manner agreed upon by the administration and respondent.
3. After the hearing
- a. The panel should treat the hearing evidence as confidential and sensitive. Panel members are obligated not to discuss such evidence with anyone outside of the panel and proceedings.
  - b. After due deliberation the three (3) member panel will make a decision by majority vote. The decision will be in writing within five (5) working days after the conclusion of the hearing.
  - c. The panel will develop the facts upon which they rely for their decision into a written “findings of fact.”
  - d. The decision of the panel is binding upon all parties, but does not preclude appeal to the appropriate court of law.

#### 5-9 Separation of Personnel

5-9-1 Within the school year, if an educator unilaterally decides to terminate the contract, a minimum of 45 calendar days written notice shall be given to their program director, and the Human Resource Office. If this procedure is not observed, the Administration reserves the right to impose a financial penalty of up to \$750.00 to be deducted from the educator’s earnings, and/or to file a complaint with the Professional Practices Committee in regard to the unethical termination of the contract. Each educator will provide a letter of resignation.

5-9-2 Each educator shall receive a Letter of Intent no later than March 1 of each year. Each educator shall complete and return the Letter of Intent indicating his/her intent to return or not for the coming school year. The Letter of Intent must be postmarked or received by March 15 each year. The Letter of Intent may be sent and returned electronically. Failure to return the Letter within the time allowed will be considered the educator’s intent not to return for the coming school year. If an educator who previously indicated his/her intent to return (through the Letter of Intent) resigns after July 1, a penalty of up to \$750.00 may be imposed.

#### 5-10 Probation

5-10-1 Each educator, upon his/her employment or at the beginning of the school year, shall be apprized as to specific criteria upon which he/she will be evaluated. If the evaluator finds

an educator unsatisfactory in teaching performance (probationary) the reasons therefore shall be set forth in specific terms and shall identify specific ways in which the educator is to improve. The Administration and other staff will provide assistance to educator placed on probation. If subsequent evaluations warrant, termination procedures may be initiated in accordance with the State of Utah's Orderly Termination Laws. An educator on probation shall not be eligible for salary increases until satisfactory evaluation has been received.

5-10-2 Upon satisfactory evaluation or adequate improvement, the educator will be provided regular salary increases and have the probational status lifted. Materials concerning probation will also be eliminated from the educator's file within two (2) years after probation has been discontinued.

## **ARTICLE VI**

### **RECRUITMENT, ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS**

#### **6-1 RECRUITMENT**

- 6-1-1 The Utah Schools for the Deaf and the Blind (USDB) is committed to recruit, hire, and retain each fully licensed and endorsed educator, and will actively recruit such an educator for employment.

When an educator endorsed in hearing or vision is not available, an educator will be recruited who holds credentials most closely matching those required of the position, such as a special education endorsement in another area, or a regular education endorsement matching the grade level of the assignment. Such an educator will be placed on the salary schedule commensurate with higher degree, hours, and experience as outlined in Section 8-3.

Only an educator holding endorsements appropriate to his/her assignment will be eligible to receive Career Educator status and will be expected to obtain a hearing or a vision endorsement within three (3) years. Additionally, an educator may be encouraged to complete other endorsements that are identified as areas of need within USDB.

- 6-1-2 A newly employed educator accepting employment with USDB does so with the full understanding that he/she will be assigned to a teaching position which most nearly harmonizes with his/her professional training and experience and which maximizes the benefit to students. Such an assignment will be made irrespective of geographical location.
- 6-1-3 All reasonable efforts will be made by the Administration to notify all USDB employees of new or vacated positions for employment at USDB.
- 6-1-4 An educator who has terminated his/her employment with USDB in good standing and who is reemployed by USDB will begin in a provisional status. The educator will be placed on the appropriate lane of the appropriate salary schedule.

#### **6-2 Voluntary Assignments and Transfers**

- 6-2-1 Reassignment refers to, but is not limited to, changes in class, subject, grade taught and/or changes in job site.
- 6-2-2 Transfer refers to a change in job site which would require the educator to increase his/her round-trip commuting distance from his/her current residence by 25 miles or more.
- 6-2-3 It is understood that special assignments such as extended school year, in-service

training, curriculum development, etc., are not subject to the conditions and procedures outlined in this article.

6-2-4 An educator desiring a change in assignment and/or transfer for the next school year shall request such reassignment and/or transfer in writing to his/her program director and the Human Resource Office. Such requests will be given full consideration at the time assignments are made for the ensuing year. An educator's area of competence, major and/or minor field of study, quality of teaching performance and length of service in USDB will be considered in making these determinations.

6-2-5 When considering requests for voluntary changes in assignment or transfers, the convenience and wishes of the individual shall be honored to the extent that they do not conflict with the instructional requirements and best interests of the students and USDB's staffing plan.

### 6-3 Involuntary Reassignments and Transfers

6-3-1 The Administration and the Association recognize that some involuntary changes in assignments and transfer of educators may be necessary. Each also recognizes that under normal circumstances transfer of an educator should be held to a minimum with proper planning. In general, all reassignments and transfers shall be made in the best interest of both the students and the educator. No educator shall be transferred involuntarily without good cause. Therefore, an educator may be transferred and/or changed in placement or assignment as follows:

1. When involuntary transfer or reassignment is necessary, a volunteer from among those affected will be considered first. An educator's license and endorsement, area of competence, major and/or minor field of study, quality of teaching performance and length of service in USDB will be considered in determining an educator transfer or reassignment.
2. Whenever possible, an educator being transferred or reassigned shall be notified before the end of the school year. The educator being transferred or reassigned shall be notified of this change in a conference with the Superintendent or designee. If, after reasonable effort, a conference cannot be arranged, notice of the transfer or reassignment will be mailed to the educator's last known home address. In all cases where an involuntary transfer or reassignment is made, the educator shall be informed of the reasons thereof.
  - a. In the event an educator objects to the transfer or reassignment at this conference, upon the request of the educator, the Association will meet with the Administration to discuss the matter. If the involuntary transfer becomes a matter of grievance, such transfer shall take effect. However, the grievance procedure shall be completed as soon as possible after the transfer. If the findings are in behalf of the educator, reassignment shall be made to the satisfaction of the

educator to the extent that the educator is qualified for the position which he/she is requesting and such an assignment does not conflict with the rights of another educator.

- b. When an involuntary transfer necessitated by circumstances within USDB's control occurs with less than forty-five (45) calendar days notice, the educator will be compensated at a rate of \$400.00.
- c. The Administration may, at its discretion, offer a monetary incentive for an educator to transfer between geographical locations any time during the school year when a critical situation arises.
- d. An educator who is involuntarily transferred or reassigned will have first option to return to the original position or location, if qualified, should the position become available. The Association also reserves the right to file a complaint with the Professional Practices Committee in regards to the transfer.
- e. Openings in the teaching staff will be discussed with any educator who was involuntarily transferred or reassigned. Such an educator may, at this time, request to be reassigned to the position he/she desires and for which he/she meet the necessary qualifications. Where feasible, an educator involuntarily transferred or reassigned shall have preference over any seeking voluntary reassignment or transfer. In consideration of involuntary transfers, he/she best qualified for a particular position shall receive priority, and qualifications being substantially equal, seniority in USDB shall control the transfer.
- f. When an educator is informed of his/her assignment, he/she may discuss additional commitments with his/her program director to assure a full understanding of his/her responsibilities.
- g. The Administration agrees to assist the educator in making necessary classroom/workplace relocations. The USDB will provide necessary boxes, tape, and packing supplies, and will provide or arrange for transportation of the classroom furniture, equipment and supplies. Subject to available funds, an educator who is required to move locations will be given up to four (4) additional days compensation at his/her daily rate., If relocation occurs during a time when the educator is not directly serving students, the move shall be completed at least 3 weeks prior to the beginning of school or resumption of contract duties, or within three (3) working days if the educator is scheduled to resume contact duties or if school is in session.

## **ARTICLE VII**

### **RECORDS AND SUBSTITUTE EDUCATORS**

#### 7-1 Personnel Records

7-1-1 An educator has the right to review the contents of his/her personnel file. If an educator has waived in writing his/her right to review any materials, the materials shall remain confidential. If an educator wishes to be accompanied by another person or have the file made available to a representative, such request shall be granted.

7-1-2 Non-confidential material derogatory to an educator's conduct or services may be placed in his/her personnel file only if the educator has had an opportunity to review the material. The educator will acknowledge that he/she has had the opportunity to review such material by affixing his/her initials to the copy to be filed, with the express understanding that such initialing in no way indicates agreement with the contents. The educator shall be permitted to attach his/her comments related to the derogatory material.

Any derogatory material shall remain in the educator's file for three (3) years. If, after a period of three (3) years no other related derogatory material has been added to the file, said derogatory information shall be removed from the file in the educator's presence. Upon completion of the three (3) years, the educator will be given the complaint back thereby letting the educator destroy its contents. This applies only to material placed in the correspondence section of the educator's file that has been identified as derogatory by the educator at the time of notification.

7-1-3 Formal complaints regarding an educator made to any member of the Administration by any person that are used in the evaluation of an educator will be called to the educator's attention. If the complaint is in writing, the educator will be required to initial the material indicating that he/she has read it. It will be placed in his/her personnel file and he/she will be permitted to attach his/her comments related to the complaint.

Reprisals taken by the educator or administrator against any class, educator, administrator or any person, will be cause for an immediate investigation that may result in a grievance procedure, legal action, professional ethics action or dismissal proceedings being activated.

7-1-4 Should derogatory information or complaints be proven unfounded, the information will be removed from the educator's personnel file.

7-1-5 Educators shall comply with the Human Resource (HR) Office's request for necessary documentation and information. The request will clearly state the reason for its being made. The HR Office will send written confirmation of receipt in a timely manner.

## 7-2 Substitute Educator

- 7-2-1 A substitute educator who is to temporarily replace an educator who is absent or on leave shall be selected from candidates who are most qualified and capable (licensed, college graduate, experienced, etc.).
- 7-2-2 An educator may make recommendation to his/her program director regarding persons he/she feels would best work with his/her assignment in case of his/her absence. The program director will make the decision regarding hiring and assignment of those best qualified and capable for a substitute educator assignment. The program director has the responsibility for calling in a substitute unless arrangements have been made allowing the educator to call their own substitute. On occasion, management personnel or non-teaching professional personnel may be required to substitute for an absent educator.
- 7-2-3 If a program director assigns an educator the teaching responsibilities of an additional class when another educator is absent and a substitute cannot be found, the “covering” educator will be paid a \$50 stipend for the entire day’s service (Refer to Section 10-3-1).
- 7-2-4 An educator will make every reasonable attempt to notify the Administration regarding absences due to illness before 7:00 a.m. on the day of the absence. Arrangements for other absences shall be made in advance.
- 7-2-5 Lesson plans and other pertinent information, including a class schedule, roll book, special duties such as recess duty, special medication, transportation duty, etc., for the class shall be readily available for the substitute educator.

## **ARTICLE VIII**

### **LICENSURE, ADVANCED EDUCATION, EXPERIENCE**

#### 8-1 Licensure

- 8-1-1 An educator shall furnish the Human Resource (HR) Office, on or before September 30 of his/her first contract year, official transcripts and evidence of valid licensure/endorsement for the position for which he/she has been employed.
- 8-1-2 Any educator newly hired for an administrative or other position that does not meet the definition of an educator in Section 5-2-8 will not be placed on a salary schedule.
- 8-1-3 The responsibility for meeting licensure/endorsement requirements for teaching and for obtaining and verifying such licensure/endorsement rests with the individual educator. The Administration will provide forms for verification of teaching assignment as required for state renewal of license. The educator will be responsible for maintaining valid Utah licensure/endorsement.
- 8-1-4 The HR Office is responsible for maintaining current and accurate records of educator licensure and endorsement(s).
- 8-1-5 An educator's license and endorsement, area of competence, major and/or minor field of study, quality of teaching performance and length of service in USDB will be considered in determining an educator transfer or reassignment.

An employed educator with appropriate endorsement(s) for his/her current assignment who is asked by the Administration to accept a teaching assignment outside his/her area of license/endorsement will continue to move on the negotiated salary schedule. An educator who accepts such assignments will be encouraged to seek endorsement in the new area, but will be given first consideration to return to any openings in the area of current endorsement(s).

#### 8-1-6 Definitions

1. "Provisional Educator" is an educator other than a career or temporary educator employed by the Utah Schools for the Deaf and the Blind (USDB).
2. "Career Educator" is an educator:
  - a. Who has a reasonable expectation of continued employment;
  - b. Who holds an appropriate license issued by the Utah State Office of Education (USOE);

c. Who demonstrates satisfactory service for three (3) consecutive years.

## 8-2 Placement on the Salary Schedules

### 8-2-1 Licensed and Appropriately Endorsed Educator

An educator who holds a Level 1, 2, 3 or Competency-based license with an endorsement in hearing or visual impairment will be placed on the salary schedule appropriate to his/her academic credentials and years of experience as defined in Section 8-3.

An educator will not be eligible for career educator status until completion of three (3) successful years of teaching at USDB.

Upon completion of an advanced degree or hours above any degree before May 1 of the current school year, the educator will move to the new lane of the salary schedule as specified in Article X, effective the pay period following the Human Resource Office's receipt of the transcript indicating the additional hours or advanced degree.

### 8-2-2 Licensed Educator Lacking the Appropriate Endorsement

An educator hired after July 1, 2007, who holds a Level 1, 2, 3 or Competency-based license with an endorsement other than hearing or visual impairment will be placed on the salary schedule appropriate to his/her academic credentials and years of experience as defined in Section 8-3.

An educator will not be eligible for career educator status until completion of three (3) successful years of teaching at USDB and submission of evidence of the appropriate endorsement.

Such an educator may be employed without "reasonable expectation of continued employment." An educator who is on-schedule to complete appropriate endorsements, and who has satisfactory performance evaluations shall be given preference for continued employment, except in the case where a fully licensed/endorsed educator may be hired.

An educator lacking endorsement in the area required by his/her position may be required to reapply annually to continue employment.

The Administration will continuously recruit for these positions.

### 8-2-3 An educator on a Letter of Authorization (LOA) or an Alternative Routes to Licensing (ARL) Candidate.

If, after extensive recruitment, an educator position cannot be filled by an educator holding a level 1, 2, 3 or Competency-Based License, the most qualified candidate will

be hired and will be considered “Under Certified” and his/her salary shall be computed according to the formula outlined in Section 5-2-9.

Such an educator is considered an “associate teacher” as defined in UCA 53A-6-111. An associate teacher will identify him/herself as such in all correspondence with parents, guardians and members of the public.

Such an educator will be required to complete an educator licensing program within three (3) years. At the completion of requirements for a Level 1, 2, or 3 license he/she will be placed on the appropriate salary schedule commensurate to his/her education and experience.

While under a LOA or ARL an educator will be employed without “reasonable expectation of continued employment.” However, such an educator who is on-schedule to complete licensure/endorsement(s) and who has satisfactory performance evaluations shall be given preference for continued employment, except in the case where a fully licensed/endorsed educator may be hired. An educator in this category may be required to reapply annually to continue employment.

An educator’s years of experience on a LOA or an ARL will not count towards career status eligibility.

Employment with USDB will be terminated unless licensure/endorsement is completed within three (3) years of hire date.

The Administration will continuously recruit for these positions.

### 8-3 Experience

8-3-1 An educator new to USDB, or any educator returning after separation of employment from USDB, shall be awarded credit of one (1) year on the appropriate salary schedule for each year of previous state licensed/endorsed experience according to the requirements of the position for which they are being hired and/or experience teaching deaf/hard of hearing, blind/visually impaired or deafblind students. Should any years add up to a fraction of a year’s experience, a full year will be awarded for one half-year or more than half of a year when computing the total experience awarded.

8-3-2 Previous licensed/endorsed teaching in regular education or in another area of special education, or field related to special education will be recognized for salary purposes at one-half credit for each full year of verified experience. No credit will be awarded for less than a full year of experience. Anyone who meets only this criterion as approved by the Associate Superintendent will receive a maximum of ten (10) years experience credit.

8-3-3 An educator new to USDB meeting the criteria outlined in Sections 8-3-1 and 8-3-2 will receive experience credit at the discretion of the Associate Superintendent.

8-3-4 An educator who was under contract for forty-five (45) or more working days will be eligible for step movement at the beginning of the following school year.

8-3-5 Previous work experience must be verified. Verification of experience is the responsibility of the educator applicant.

8-3-6 USDB Early Intervention Hearing or Vision Consultants with the appropriate endorsement will receive credit commensurate with his/her total FTE for years in the Parent Infant Program when transferring to another division within USDB.

#### 8-4 Lane Changes on the Salary Schedule

8-4-1 An educator will fill out a Letter of Intent provided by the HR Office concerning possible and completed changes in salary lanes, degrees and certification by March 15, of each contract year. An educator should receive the Letter of Intent no later than March 1. Only an educator who indicates anticipated lane changes and attaches evidence of completed and anticipated courses will be eligible to move on the salary schedule during the following contract year.

Preauthorization for course work can be obtained using Attachment #2 (Pre-Authorization For Credit Hours Applicable To Lane Changes). While preauthorization is not required, it is recommended for courses where relevance to lane change may be questioned.

8-4-2 Verification of changes in lanes, degrees and licensure/endorsement affecting salary should be made to the HR Office. The Educator's Application for Lane Change form, available from HR, must be completed by the educator and submitted with **official transcript(s)**, and/or C.A.C.T.U.S. credits, and/or in-service credits as outlined in Section 8-4-3.

Lane changes may be made at any time during the current contract year prior to May 1<sup>st</sup>. Upon receipt of all necessary documentation, HR will issue, within two (2) weeks, a letter of confirmation stating the effective date of the lane change and a new contract to the educator. Resulting salary changes are not retroactive, and become effective the pay period following the HR Office's processing of all the necessary documentation. If a lane change is not indicated on the educator's current Letter of Intent, the change will not be made until the beginning of the next contract year.

#### 8-4-3 In-Service Credit

1. An educator may use in-service credit toward lane advancement on the salary schedule.
2. The maximum total in-service credit applicable toward any one lane change shall be ten

(10) semester hours based on a formula of one (1) semester hour for each ten (10) hours of class time.

3. The in-service course must pertain either to an educator's current teaching assignment and/or to professional improvement (i.e. computer training, classroom management, etc.).
4. Enrollment in any in-service course must receive approval from the program director. Enrollment in another district's in-service course must receive prior approval by that district.
5. Completion of all in-service credit must be verified before being accepted for lane change.

#### 8-5 Mentoring

- 8-5-1 In compliance with UCA 53A-10-108 Mentor for Provisional Educators, and USBE Administrative Rule R277-522-3 Entry Years Enhancement Requirements, USDB will provide a mentor to each provisional educator upon notification of assignment.

**ARTICLE IX**  
**EDUCATOR BENEFITS**

9-1 Records

9-1-1 The Business Office will keep records of all leave earned and used by any educator of the Utah Schools for the Deaf and the Blind (USDB). The Business Office will notify an educator of his/her leave balances three (3) times during the school year (pay periods 24, 5, and at the end of the school year). The information will be as current as has been received in the Business Office on the reported dates. This record will include all types of leave taken.

9-2 Sick Leave

9-2-1 Rate and Conditions

1. Each full-time educator shall be granted 10 (ten) days of sick leave at the start of each school year. This is based on each educator accruing one (1) day of sick leave at the rate of one (1) day for each 18 classroom days worked.

An educator contracted to work longer than nine (9) months shall accrue sick leave with pay at the rate of one (1) day for each 18 days worked in proportion to the length of his/her individual contracts:

Length of Contract .....	Sick Leave Accrual
9-1/2 Months (193 Days) .....	10-3/4 Days
10 Months (203 Days) .....	11-1/4 Days
11 Months (231 Days) .....	12-3/4 Days

2. Each part-time educator shall accrue and be allowed sick leave in proportion to the time worked.
3. An educator on sick leave with pay shall continue to accrue sick leave.
4. When an educator is absent from work on leave without pay status, it will be necessary to pro rate sick leave accrual in accordance with the following table:

Days Worked Per 18-Day Period Accrual

16 - 18	1 Day (Equiv. to 7-1/2 Hrs.)
12 - 15	3/4 Day (Equiv. to 5-1/2 Hrs.)
8 - 11	1/2 Day (Equiv. to 3-3/4 Hrs.)
4 - 7	1/4 Day (Equiv. to 2 Hrs.)
0 - 3	0

5. Any regular and substitute educator hired on emergency, hourly seasonal, temporary, or per diem basis shall not accrue or be granted sick leave.
6. If an educator does not accrue enough sick leave to cover any days advanced (resignation, excessive illness, termination, etc.) during the current contract year, those days advanced will be deducted from the salary accumulated by the educator.
7. Any absence for illness beyond the accrued sick leave credit will result in the educator being carried on the payroll in a leave without pay status. The educator will then be responsible for payment of the insurance premium charged USDB to continue coverage for the duration of the absence.
8. Illness or incapacitation due to pregnancy shall be treated as any other illness. Women who have disability due to pregnancy, childbirth or related medical conditions will be provided the same sick leave and disability benefits provided another disabled employee. In determining a pregnant woman's ability to work, the same standards, requirements and benefits will be applied as are applied to any other employee.
9. Sick leave shall be granted to an eligible educator who is absent from duty because of serious illness or injury to the educator or immediate member of his/her family.

In the event of serious illness of a member of the educator's immediate family, the educator may use sick leave with the approval of the program director. The educator may be required by the program director to bring a doctor's certificate stating the family member's illness is serious enough to warrant the educator's absence.

"Immediate family" may include wife, husband, children, mother, father or other individuals when approved by the Superintendent.

10. Sick leave may be granted for preventative dental or medical care but an educator is encouraged to schedule appointments during non-teaching hours.
11. Any application for grant of sick leave to cover an absence which exceeds four (4) successive working days shall be supported by a medical certificate or other evidence administratively acceptable.

When it is found that sick leave is being taken for other than justifiable reasons, a doctor's diagnosis or other evidence of illness may be required for absences of less than four (4) days. Such evidence may be required on the day the educator returns to work.

12. Sick leave shall accrue without limit.

13. Abuse of sick leave privileges may be considered as grounds for suspension or dismissal.
14. Each educator absent under the provisions of this article will notify his/her program director of his/her absence as outlined in Section 7-2-2.
15. Sick leave accrued prior to contract year 2006-2007 may be used to purchase additional health and dental insurance in retirement in accordance with Department of Human Resource Management Administrative Rule R477-7-6. An educator wishing to convert pre-2006 sick leave must complete the Authorization to Make Pre-2006 Sick/Converted Sick Leave Balances Available for Paid Absences Form (Refer to Attachment 3) to be used with the Absentee Report Form.

#### 9-2-2 Catastrophic Sick Leave Bank

1. An educator may voluntarily participate in the Catastrophic Sick Leave Bank.
2. The Catastrophic Sick Leave Bank committee is composed of two (2) administrators (or one (1) administrator and one (1) administrative staff member); one (1) the Association Board Member appointed by the President; and two (2) educators appointed by consensus of the program directors and not necessarily members of the Association.
3. Representatives of the Association will supervise the enrollment of educator membership at Opening Institute, in collaboration with the USDB Human Resource Office.
4. Teachers who wish to participate in the catastrophic sick leave bank program shall be required to contribute one (1) day of his/her available sick leave to the bank. This contribution must be made each year prior to September 15, or within two (2) weeks of hire, by completing and submitting the appropriate form to the Human Resource office, which functions in an advisory capacity.
5. Only an educator who has contributed to the bank and who has depleted his/her sick leave and personal leave balances shall be eligible to receive consideration for sick leave from the bank.
6. Any request for sick leave from the bank must be in writing and addressed to the Human Resource (HR) Office. A request may be submitted and approved anytime after the required sick leave has been contributed. The request must include the reasons for the request, written verification from the educator's attending physician indicating the nature and severity of the illness or health problem, along with the projected recovery date and the number of sick leave days requested.
7. Only severe, extended illness and catastrophic medical problems of an educator will be considered for leave withdrawals from the bank. Illness or medical problems of a short-term nature shall not be considered. Life threatening illness or severe accidents requiring extended recovery periods will be given first priority.

8. Bank withdrawals for illness of the participating educator shall not exceed twenty (20) days per request, with a maximum of sixty (60) days per school year. The administrative committee reserves the right to approve a request, deny a request, or to approve only a portion of the leave days requested.
9. The Educator Sick Leave Bank Donation and the Educator Catastrophic Sick Leave Bank Application forms are included in Attachments 4 and 5, respectively.

#### 9-2-3 Compensation at Termination

An educator separating from USDB shall be compensated for unused sick leave days at the rate of  $1/183$  of regular salary X  $.25$  X number of sick leave days accumulated, not to exceed sixty (60). Upon re-employment, the educator would accrue sick leave days as a new educator. This formula will be adjusted for a part-time educator.

#### 9-2-4 Compensation at Retirement

Educators participate in the Utah Retirement System (URS). Retirement benefits will be dependent upon the URS plan chosen by the educator. Regardless of the plan chosen, the compensation of unused sick leave will be paid with no limitation on the number of unused sick days.

#### 9-3 Bereavement Leave

9-3-1 Upon approving the educator's Request for Bereavement Leave, the Associate Superintendent will grant:

1. A maximum of four (4) working days paid leave upon the death of a spouse, child, parent, parent-in-law, sibling, grandparent, grandchild, or other significant individual.
2. A maximum of three (3) working days paid leave upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparent, or other individual.

9-3-2 An educator must notify his/her program director prior to taking bereavement leave. The Associate Superintendent may, upon the request of an educator, approve extended leave when, in his/her judgment, unusual circumstances exist, e.g., travel and/or personal problems.

9-3-3 The USDB Educator Bereavement Leave form is available in the Human Resource Office (Refer to Attachment 6). An educator must complete this form and submit it to his/her program director certifying the purpose for the absence.

#### 9-4 Professional Leave

9-4-1 Professional leave is granted during contract time. Upon the written request of an educator, the program director may recommend to the Associate Superintendent that professional leave be granted to the educator for professional improvement. Another professional staff member may be requested to assume the responsibility of the educator on professional leave. The number of days per school year shall be limited to two (2) days. Additional days will be considered by the Superintendent on an individual basis and shall not exceed five (5) school days.

9-4-2 A written request for professional leave shall be submitted to the program director at least two (2) weeks in advance. It will include the time, place, objectives and reason for attendance.

9-4-3 At the request of the program director and/or the Associate Superintendent, a written evaluation and/or presentation to the faculty by the individual who was granted professional leave shall be completed within two (2) weeks after said leave is completed indicating how well objectives were reached.

#### 9-5 Personal Leave

9-5-1 Each certified educator shall be granted two (2) days leave per year for personal reasons without loss of pay. Unused personal leave shall accrue without limit. Educators may use up to ten (10) days of accrued personal leave in any school year.

9-5-2 Personal leave shall be used with discretion and prudence. After an educator has used all accrued personal leave, he/she may request from his/her program director an additional two (2) days personal leave wherein the educator would pay the expense of a substitute educator.

#### 9-6 Leave of Absence

9-6-1 Leave of absence for up to twelve (12) months without pay may be granted by the Superintendent at the recommendation of the program director and/or Associate Superintendent only to the educator who is seriously planning on returning to employment with USDB. Reasons for granting leave without pay may include but are not limited to the following:

1. Extended personal or family illness.
2. Full-time studies.
3. Political office or assignment.
4. Educational activities.

5. Childbirth or adoption.
  6. Services as an elected officer of the Association.
- 
- 9-6-2 An educator on leave without pay shall be reassigned to the same or equivalent position as when leave commenced. An educator returning shall be placed on the same step and lane of the salary schedule as when he/she left. The educator's preference upon returning will be given consideration if there are equivalent positions open. If the educator opts not to take the open position, the leave without pay shall terminate.
  - 9-6-3 An educator on leave without pay status may have insurance benefits continued for the duration of the leave by making payment of the insurance premium charged USDB. Arrangements may be made through the Human Resource (HR) Office.
  - 9-6-4 An educator who is on leave without pay may return on one-half (1/2) time status for up to six (6) weeks when approved by the program director and Associate Superintendent. At the end of the six (6) weeks the educator must return to full-time status.
- 
- 9-7 Parental Leave
- 9-7-1 An educator may take parental leave for childbirth or for the adoption of a child.
  - 9-7-2 Days used for parental leave will be subtracted from accumulated sick leave. If the educator has exhausted his/her sick leave, he/she may request additional non-paid days from the Associate Superintendent.
  - 9-7-3 An educator wishing to take parental leave will submit a request for this leave no less than one (1) month, when feasible, before scheduled leave is to be used, stating the approximate dates.
  - 9-7-4 An educator taking parental leave will prepare lesson plans designed to teach concepts that should be covered during the period of said leave. It is the responsibility of the educator requesting leave to make certain that the substitute educator has readily available, within the classroom, the materials needed to teach the concepts outlined.
- 
- 9-8 Military Leave
- 9-8-1 An educator on official military orders, without loss of pay, is entitled to military leave which will not exceed fifteen (15) regularly scheduled working days per year. No salary may be claimed for non-working days spent in training.
- 
- 9-9 Emergency Leave

The Superintendent may grant an educator two (2) days of emergency leave without loss of pay per school year. The educator will present verification of the emergency to the respective program director within five (5) working days after the leave is granted. The verification will be forwarded to the Business Office.

Examples of emergencies are, but are not limited to:

1. Natural disasters.
2. Severe damage to property, household, or personal belongings.
3. Court Appearances.

#### 9-10 Family and Medical Leave

9-10-1 USDB shall adhere to the provisions of the Family and Medical Leave Act. An employee is entitled to twelve (12) weeks of Family and Medical Leave each calendar year for any of the following reasons:

1. Birth of a child;
2. Adoption of a child;
4. Placement of a foster child;
5. A serious health condition of the employee; or
6. Care of a spouse, dependent child, or parent with a serious medical condition.  
(Refer to Attachments 7 through 10)
7. A qualifying exigency arising as a result of a spouse, son, daughter or parent being on active duty or having been notified of an impending call or order or active duty in the Armed Forces.
8. An employee is allowed up to 26 weeks of family and medical leave during a 12 month period to care for a spouse, son, daughter, parent or next of kin who is a recovering service member as defined by the National Defense Authorization Act.

9-10-2 An educator shall not suffer the loss of any seniority or employment benefits as a result of taking Medical and Family leave.

9-10-3 Upon completion of Family and Medical leave, an educator shall return to the same assignment he/she held before the leave was taken.

9-10-4 An educator who desire to take Family and Medical Leave will complete an application for said leave using the agreed upon Family and Medical Leave forms. (Refer to Attachments 7 through 10) Any changes to the Family and Medical Leave forms must be agreed to by USDB and the Association.

9-11 Released Time (Jury Duty or Witness in Court)

9-11-1 Each educator shall be entitled to release time with full pay for such required absence when, in obedience to a subpoena or direction by proper authority, the educator appears as a witness for the federal government, the State of Utah, or a political subdivision thereof, or is called to serve on a jury or as a witness in a grievance/hearing.

9-11-2 Notice to the program director, together with a copy of the subpoena or notification from the court shall be given as soon as possible after receiving such notification. After notification to the program director, a substitute educator shall be arranged through regular procedures if necessary.

9-11-3 Time off will be documented as “JD” (jury duty) or “WC” (witness in court) on the Leave Record form. Witness or juror fees paid to an educator in a leave with pay status shall be returned to agency payroll clerks for deposit with the State Treasurer. An educator who elects to use personal leave for jury duty may retain such fees.

9-11-4 Time absent by reason of litigation which is not required by the educator’s official capacity, shall be taken as personal leave or leave without pay.

9-12 Other

9-12-1 In those situations where this policy specifies that an educator will notify his/her program director in regard to use of any leave contained in this article, the program director shall notify the Associate Superintendent and/or Superintendent.

9-13 Insurance

9-13-1 Health and Hospital

USDB will participate with the educator in a medical and hospital insurance program of his/her choosing from those programs offered by the State of Utah. Premiums above the amount paid by the State will be the responsibility of the educator.

9-13-2 Dental

USDB will participate with the educator in a dental insurance program of his/her choosing from those programs offered by the State of Utah. Premiums above the amount paid by the State will be the responsibility of the educator.

### 9-13-3 Term Life Insurance

A \$25,000 basic group term life insurance policy, as offered by the State of Utah, will be provided by USDB for each full time educator. Additional life coverage is available for the educator and his/her dependents at the educator's expense.

### 9-13-4 Long Term Disability

A long-term disability program, as offered by the State of Utah, will be provided by USDB for each full-time educator.

### 9-13-5 Optical Insurance

A vision care benefit program, as offered by the State of Utah, is available for the educator and his/her dependents at the educator's expense.

**ARTICLE X  
COMPENSATION**

10-1-1 Salary Schedule  
**1. Educator Salary Schedule For Fiscal Year 2011-12**

Percent Increase Quarter Hrs Semester Hrs	Step	Bachelors	Bachelors A	Bachelors B	Masters	Masters A	Masters B
		1.0	30 20 1.04	60 40 1.08	1.12	45 30 1.16	90+ 60+ 1.20
3.60%	1	34,459	35,669	36,880	38,090	39,300	40,511
3.60%	2	35,548	36,802	38,056	39,310	40,564	41,818
3.60%	3	36,677	37,976	39,275	40,574	41,873	43,172
3.60%	4	37,846	39,192	40,538	41,883	43,229	44,575
3.60%	5	39,057	40,452	41,846	43,240	44,634	46,029
3.60%	6	40,312	41,757	43,201	44,645	46,090	47,535
3.60%	7	41,612	43,109	44,605	46,101	47,598	49,095
3.60%	8	42,959	44,510	46,060	47,609	49,160	50,711
3.60%	9	44,354	45,961	47,567	49,172	50,779	52,385
3.60%	10	45,800	47,464	49,128	50,791	52,456	54,120
3.60%	11	47,298	49,022	50,745	52,468	54,193	55,917
3.60%	12	48,850	50,636	52,421	54,206	55,993	57,779
3.60%	13	50,457	52,308	54,157	56,006	57,858	59,708
3.60%	14	50,457	52,308	54,157	57,871	59,790	61,706
	15	50,457	52,308	54,157	57,871	59,790	61,706
3.60%	16	52,122	54,040	55,955	59,803	61,791	63,776
	17	52,122	54,040	55,955	59,803	61,791	63,776
	18	52,122	54,040	55,955	59,803	61,791	63,776
3.60%	19	53,847	55,834	57,818	61,805	63,864	65,921
	20+	53,847	55,834	57,818	61,805	63,864	65,921
Estimated 20 year earnings		\$910,203	\$943,262	\$976,294	\$1,022,856	\$1,056,408	\$1,089,937

1. The difference between the lanes is 4% starting at the Bachelors lane.
2. The difference between the steps is 3.6%

3. Beginning of Longevity Steps

4. Longevity Steps

2. The Administration will compensate all educators listed in Section 5-2-8 with an additional \$4,200 (Educator Salary Adjustment defined in UCA 53A-17a-153) provided that the educator's most recent evaluation is satisfactory or above and his/her license, endorsement(s) and current assignment are accurate in CACTUS no later than September 30. Reasonable attempts to correct inaccuracies in CACTUS should be documented and submitted to the Finance Director. The \$4,200 Educator Salary Adjustment is included in the salary schedule 10-1-1.

10-1-2 An individual hired under the provisions of Sections 5-2-8 or 10-1-1 1. shall be considered credentialed for purposes of salary and shall be placed on the appropriate lane on the appropriate salary schedule in accordance with his/her degree, experience and assignment.

An under-Certified educator hired under the provisions of Article VIII, Section 8-2-3 will receive a beginning annual salary determined by multiplying Step One of the Bachelor's Lane on the Educator Salary Schedule by 0.92%. For three (3) years, an under-certified educator can earn steps at the rate of one (1) step for each year of experience. The percentage of increase will be the same as a licensed educator. After the third year, the under-certified educator will no longer be eligible for continued employment, except as outlined in Section 10-4-1.

10-1-3 Advanced education hours indicated on the lanes of the salary schedules reflect quarter and semester hours. Conversion of hours can be calculated as follows:

1. Semester hours multiplied by 1.5 yields the equivalent number of quarter hours.
2. Quarter hours multiplied by 0.667 yields the equivalent number of semester hours.

## 10-2 Daily Rate

10-2-1 The rate of pay for participation in extended school year, camp, short-term courses, selected workshops and in-service training or curriculum development will be computed as follows:

$$(\text{Contract Salary} - \$4,200) / 183 \text{ days} = \text{Daily Rate}$$

10-2-2 An hourly rate of pay for extra compensation would be calculated by dividing the daily rate by 7.5.

## 10-3 Stipends

10-3-1 An educator may be paid a stipend when given extra duties and responsibilities. Stipends will be paid as a flat fee dependent upon the duration and intensity of the assignment.

## 10-4 Recruitment

10-4-1 It is the intent of the Administration to employ fully qualified educators. If, after a reasonable recruitment effort, a qualified educator cannot be recruited, an educator who is not properly certified or endorsed may be employed upon written authorization from the Superintendent. Upon verification of applicable credentials and experience by the Human Resource (HR) Office, such an educator will be considered “under-certified” and paid appropriately (except as outlined in Sections 8-1-2 and 10-1-2).

A contract for an individual placed on the under-certified lane may be made conditional. Examples: Employed on an emergency basis until an appropriately qualified educator can be employed; employed on a limited time basis; employed on a year-to-year basis pending completion of appropriate certification; or employed until the return of a Utah Schools for the Deaf and the Blind (USDB) educator from approved leave.

10-4-2 USDB will provide a newly hired educator a \$2000 incentive for signing a contract for that year. This incentive will be paid in a lump sum in the first paycheck following the receipt of credentials and documentation as outlined in Section 8-4-2.

1. To be eligible for the incentive, an educator
  - a. Must sign a contract as a new educator at USDB or
  - b. Have previously been paid on the educator salary schedule and return to USDB after separation for a minimum of two (2) school years,
  - c. And, hold the appropriate license and endorsement for the position.
2. An educator who is separated from USDB within the first year of employment will return a prorated share of the bonus to USDB.

10-4-3 Recruitment and selection of any staff for the extended school year, workshops, in-service training, curriculum development, and/or other programs will be filled with an existing staff person before active recruitment outside USDB is made. The Association and staff will receive notice of all openings, positions and vacancies related to daily rates.

## 10-5 Contract Corrections/Adjustments

Corrections/adjustments will be made to contracts in the event of errors in the calculation of the salary. These errors may consist of mathematical miscalculations, omissions, or erroneous assumptions. When the Administration detects an error, it will notify the educator in writing of the nature of the error and the effective date of the change. If errors are detected by the educator, it will be the responsibility of the educator to notify the HR Office in writing. Upon verification by the Human Resource Office, the necessary corrections will be made and the educator will be notified of the effective date. All corrections/adjustments must be made within the fiscal year in which the error was made.

10-5-1 When salary corrections/adjustments are necessary, an attempt will be made to keep the educator's best interest in mind.

**ARTICLE XI**  
**EMPLOYMENT AND SERVICES**

11-1 Days of Service

11-1-1 Educators will fulfill 183 contract days as follows: 180 instructional days in accordance with the approved calendar established by the Utah Schools for the Deaf and the Blind (USDB) for the school in which the educator is housed and three (3) educator work days to be scheduled on a year-to-year, program-by-program basis.

Subject to available funds, optional days will be available for in-service and/or preparation under the Personnel Development Plan. After an educator has used four days, application for additional days may be made to the Personnel Development Committee. Applications will be considered quarterly after all Personnel Development Plans have been submitted on December 15<sup>th</sup> of each year.

The intent of the Administration is to have the USDB school calendars coincide to the degree possible with the district's calendar in which the program is located.

1. An educator new to USDB will be required to spend an additional one (1) day period of orientation and will be compensated at the Educator's daily rate.
2. In the event a school does not start on the scheduled calendar date or is forced to close during any part of the contract period, the Administration, after consultation with the Association, will submit a new calendar to the USBE providing for 183 days of service.

11-1-2 Teaching Hours

1. It is understood that educator's daily work schedules will be determined and scheduled in conjunction with their program director and may vary with his/her individual assignments. After approval has been obtained from the program director, an educator may leave school during working hours to perform job related duties. This approval should not be generic and should be requested for each specific instance unless such travel is part of the educator's normal duties.
2. Each educator's weekly schedule will include a minimum of five (5) hours of preparation to be scheduled in conjunction with the program director. If an educator works an alternate weekly schedule the preparation time will be prorated accordingly. The intent of preparation time is for group and individual preparation and planning.
3. Within each 37.5 hour work week, an educator shall have an uninterrupted duty-free lunch or break period of 30 minutes daily as arranged with the program director.
4. Related professional assignments may extend beyond the normal educator hours but would be limited to two (2) hours per week which includes faculty meetings. If not used

this time does not accrue. Related professional assignments may include supervising student activities such as parties, clubs, dances, student council, athletic functions, camping trips, bus duties, participation in public relations activities such as demonstration tours, consultations, and other meetings. An educator will be encouraged to participate in such activities as athletic events, visits from other schools, PTA meetings, public relations activities, or professional organizational meetings. An educator will attend USDB faculty and committee meetings not to exceed an average of one (1) per week.

An educator may be required by the program director to attend the faculty meetings of his/her assigned school.

5. Homebound/Hospital

When the IEP team has determined that a student will require after hours homebound or hospital instruction for a period of two (2) weeks or more the program director will assign a qualified service provider most appropriate for the educational needs of the child. If an educator is selected for this assignment and must work beyond his/her regular contract hours to fulfill the assignment, the educator will be paid at his/her hourly rate as defined in Section 10-2-2 of this document. Remunerable time will include travel and instruction; an educator who is not the regularly assigned classroom teacher of the student will receive 25 minutes of preparation time for every two (2) hours of instruction. Mileage will be paid at the current state rate to and from the student's home. An educator will not enter a home of a student unless the parent/guardian or designated adult is also present.

6. It is understood that an attempt will be made to schedule IEP conference during hours when an educator is normally at school. To maximize student learning time, program directors may arrange for someone to assume the educator's classroom responsibilities.

9. Overload Appeal

An educator may petition an Assignment Load Committee (which includes equal representation of administration and educators) for overload relief. The Committee shall report findings to the educator and his/her Program Director.

11-1-3 Each spring, the Administration will survey the forthcoming school calendars of the districts in which each educator serves in extension programs and will receive input from the Association prior to setting USDB's forthcoming school calendars. The proposed calendars will coincide to the degree possible with those of the districts.

11-2 Professional Growth

11-2-1 Professional growth is a process of knowledge expansion and skill acquisition designed

to increase professional competency for each educator to help him/her increase skills that impact student learning.

1. Professional growth opportunities shall be coordinated utilizing the input of the program directors, the curriculum director and each educator.
2. Professional growth will make maximum use of staff talents where appropriate. However, outside consultants may be utilized. When deemed appropriate, USDB will fund the use of an outside consultant.
3. Professional growth will occur during regularly scheduled faculty meetings or at other times as deemed appropriate by the Administration. Attendance at professional growth opportunities conducted outside the regular school hours will be voluntary.
4. When necessary, the Administration will provide a substitute teacher for an educator attending mandatory professional growth opportunities held during the school day.
5. The Administration will arrange for the availability of academic credit from a university or for in-service credit from the Utah State Office of Education. (Section 8-2)
6. Reasonable effort will be made to hold professional growth activities at locations, days, and times convenient to the educator. When professional growth activities would require travel beyond 50 miles, the use of conferencing technology will be encouraged.
7. When the Administration mandates the attendance of the full faculties of all USDB programs for professional growth or at a gathering, such as Opening Institute, the educator living more than 100 miles from the site will travel to it in a state vehicle. If it is impossible for an educator to do so, he/she will be reimbursed mileage at the standard rate upon written approval of his/her immediate supervisor.

11-2-2 Professional growth is a continual process of knowledge expansion and skill acquisition. It is the responsibility of the individual educator and the respective program director to discuss the former's area(s) to be strengthened. Said areas may be addressed with relevant and specific objectives utilizing a Personnel Development Plan.

### 11-3 Interpreting and Real-Time Captioning Services

11-3-1 Interpreting services may be provided by an educator without reimbursement for incidental occurrences that directly involve students. An educator may be asked to interpret fieldtrips which do not include guided tours. Interpreting services will be scheduled through the program director at least two weeks prior to the activity.

11-3-2 An educator will not interpret for any outside agencies or interests or both the educator and the program director deem such services represent a conflict of interest. Such

situations will be handled on a case-by-case basis.

11-3-3 The Administration will provide an interpreter and/or real time captioning services for general forums pertaining to the faculty and in which it may be reasonably expected that a deaf individual will be present. (Examples: faculty meetings; forums to explain policy and organizational changes; in-service programs initiated by the Administration and utilizing guest speakers, etc.)

11-3-4 An educator who is deaf or hard of hearing is entitled to non-USDB interpreting services for any job-related meeting that individual may need to attend. It is the educator's responsibility to inform the program director that interpreting services will be needed.

11-3-5 For non-mandatory, USDB workshops or classes in which an educator elects to participate, the deaf individual is responsible to request an interpreter or real-time captioning services.

#### 11-4 Non-compulsory Workshops

11-4-1 Upon written request, an educator may be allowed to attend no more than two (2) workshops a year, unless specifically designated by the Administration to serve as the representative from USDB. These workshops may be either school funded or workshops presented during the normal teaching contract day.

11-4-2 At the request of the program director, a written statement outlining concepts, objectives and goals presented at the workshop shall be submitted within two (2) weeks after the completion of the workshop. The educator attending the workshop will at the request of the program director also make a presentation to those members of the staff of USDB wishing to hear about said workshop.

11-4-3 The administration will announce pertinent upcoming workshops to the entire staff so that all will have an equal opportunity to make an application to attend. The administration will determine if an upcoming workshop is pertinent to faculty members.

11-4-4 When a substitute educator is needed, he/she will be provided by the Administration.

#### 11-5 Safe Working Environment

11-5-1 It is the responsibility of USDB to provide each educator a working environment free from actual or threatened harm.

11-5-2 USDB will make restitution to an educator for verifiable damage or loss of personal property as follows:

1. Reimbursement for loss or damage incurred without negligence of the educator for personal property used in the course of his/her employment while at school or engaged in a school sponsored activity. The amount will not exceed the replacement cost of the lost or damaged item(s).
2. Personal property loss or damage during an assault will be reimbursed in an amount not to exceed the replacement cost of the lost or damaged item(s).

11-5-3 The Association and Administration understand and agree that the classroom space owned and/or occupied by USDB classes should meet current standards for fire, safety, and health. The Administration and the Association further agree that maintaining such conditions requires joint effort, effective communication, cooperation within USDB and cooperation with district/agencies as owners of space occupied by USDB.

It is therefore agreed that each teacher and professional staff shall notify the Administration in writing of conditions that are unsafe or hazardous. And, the Administration shall communicate in writing what steps can and/or will be taken and be proactive to improve or eliminate identified unsafe, unhealthy, or hazardous conditions. The Administration in cooperation with the Association will develop a two-way communication system for problem identification and information sharing.

## **ARTICLE XII**

### **RETIREMENT AND EARLY RETIREMENT INCENTIVES**

#### 12-1 Retirement Benefits

12-1-1 An educator who meets the criteria of age and/or years of service in the policies of the Utah Retirement Systems (URS) is eligible for retirement.

12-1-2 Under the URS, an educator may exercise the option of purchasing up to five (5) years of future service based on his/her age at desired retirement and salary.

12-1-3 The Utah State Board of Education (USBE) Early Retirement Incentive Policy (Refer to Attachment 11) is separate from the retirement policies of the URS.

#### 12-2 Application

12-2-1 An educator desiring to retire must submit a statement of tentative intent to retire to his/her program director and the Human Resource (HR) Office no later than April 1.

12-2-2 A formal application for retirement and early retirement incentives must be completed and presented to the Business Office no later than June 1. Forms are available in the Business Office.

12-2-3 An educator who desires to retire prior to age 65 may make an application for early retirement based on the guidelines and scale of benefits contained in the USBE Early Retirement Incentive Policy as revised. (Refer to Attachment 11) The Superintendent must approve the application.

#### 12-3 Disability

12-3-1 USDB will continue to pay its share of the insurance premiums during the waiting period until disability payments begin for an educator who retires under a long-term disability.

## **ARTICLE XIII**

### **REDUCTION IN FORCE PROCEDURES FOR CONTRACT EDUCATORS**

#### 13-1 Purpose

13-1-1 The purpose of this policy is to set forth the method by which each contract educator covered by the Negotiated Agreement will be released from his/her jobs should a reduction in force become necessary.

A reduction in force (RIF) may become necessary in the event of program changes, enrollment decreases, or reduction in revenues. A RIF may be temporary or permanent depending on the cause.

When possible, a RIF will be handled through normal attrition, reorganization, and/or the transferring of an educator to vacant positions for which he/she is qualified, rather than the use of involuntary separations.

The Superintendent will designate the “competitive areas” in such a way as to limit the extent of disruption of established work assignments. The “competitive group” will be a classification series. The Superintendent will organize the sequence of closely related classification series according to logical work assignments. Any contract educator within an identified “competitive area” not meeting the definition of educator as specified in Section 5-2-8 will be the first to be laid off and will be the last to be recalled.

#### 13-2 Reduction in Force Procedures

When program or service changes, enrollment decreases, reduction in revenues, school consolidation, or other unforeseen circumstances make it necessary to reduce the number of employees, the following procedures shall apply.

13-2-1 At least 5 business days prior to announcement of a reduction in force (RIF), the Superintendent will meet with the President and Vice President of the Association to brief them on the situation. Within 3 business days of this notification, the Association will give input regarding the proposed competitive areas and groups.

13-2-2 When the Administration determines that a reduction in personnel within each “competitive group” is necessary, a careful assessment will be made of all pertinent factors including but not limited to modality, discipline, seniority, qualifications, licensure/endorsements, and performance.

13-2-3 If a choice must be made between two or more educators determined to be equally qualified the educator with the greatest full time seniority, without a break in service at USDB, shall be retained. If the seniority is the same, the original hire date shall be used as a second factor. If the hire dates are the same, the administration shall make the selection based upon school or program needs.

13-2-4 Educators who are affected by a reduction in force from within the “competitive group,” will be notified of other positions within USDB. If he/she accepts a position that is not equivalent to the one he/she held at the time of the RIF, benefits and wages will be adjusted accordingly.

### 13-3 Notification

13-3-1 When a RIF is necessary, USDB will give 30 calendar days written notice of such intent to said individual. This notice shall be served by personal delivery or by certified mail with return/receipt requested addressed to the individual’s last known address. It shall state the date of termination and include the following:

1. The reason for the Reduction in Force.
2. The benefits to which the educator is entitled.
3. The effects upon state benefits (insurance, retirement, leave credits, etc.).
4. The educator’s rights to future employment and the manner in which notification will be made.

13-3-2 If it is necessary to transfer an educator as a result of a RIF, the educator will be notified in writing of the change to be made. Any educator who does not accept the transfer will be terminated and placed appropriately on the recall list.

13-3-3 The Human Resource (HR) Office will maintain an official recall list.

### 13-4 Rights to Future Employment

13-4-1 An under-certified educator terminated during a RIF shall not have the “right to be recalled.”

13-4-2 The terminated educator will be notified of future openings for a period of twelve (12) months following a RIF. The educator shall be responsible to notify the Human Resource office of any change of contact information.

13-4-3 The terminated educator with the appropriate license and credential(s) on the recall list will be offered positions as they come open.

13-4-4 If the terminated educator does not accept an available position, the educator will remain on the recall list. If no appropriately licensed/endorsed educator on the recall list accepts the open position, the position will be opened for competitive recruitment.

13-4-5 An educator, who is rehired following termination due to RIF will be placed on the salary

schedule as outlined in Section 8-2-2 and will regain their status as an educator as defined in Section 8-1-6.

### 13-5 Appeals

13-5-1 An educator who is affected by a RIF has the right to appeal the action taken through the use of USDB's hearing process. (Refer to Section 5-8) The appeal must be in writing and based on inconsistent or improper application of the reduction in force policy, procedure or plan.

**ARTICLE XIV**  
**EDUCATOR EVALUATION**

14-1 Educator Evaluation

14-1-1 The Utah Schools for the Deaf and the Blind (USDB) shall conduct Educator Evaluation in full compliance with Utah's Educator Evaluation Law. (UCA, 1953, 53A Chapter 10; A copy of this law is provided as Attachment 12)

14-1-2 Satisfactory Performance Assumed. Each educator's performance shall be considered satisfactory unless there has been an evaluation by established procedures to the contrary.

## Calendar of Responsibilities from the Negotiated Agreement

<b>DATE</b>	<b>ADMINISTRATION</b>	<b>ASSOCIATION/EDUCATOR</b>
No later than September 30	The Human Resource Office is responsible for maintaining current and accurate records of educator licensure and endorsement(s) (8-1-4)	Educator must inform the H.R. Office as to lanes, degrees and certification affecting salary (8-1-1)
No later than September 30	Provide faculty list of each school to the Association (2-2-7)	Educator furnishes the H.R. Office with evidence of valid certification
October 1	Provide Association with authorized budget information (2-2-4)	
No later than November 1		Association will review and give input on/for authorized budget (2-2-4)
November	Deductions for Association dues begins Payroll # 21 (2-3-1)	
November 21	Notify each educator of leave balances (9-1-1)	
December 1 thru April 30	Submit request to the Association for negotiations on non-fiscal matters (3-1-1)	Submit request to the Administration for negotiations on non-fiscal matters (3-1-1)
February thru March	Submit request to the Association for negotiations for fiscal matters (3-1-1)	Submit request to the Administration for negotiations for fiscal matters (3-1-1)
January 1	Provide Association with authorized budget information (2-2-4)	
No later than February 1		Association will review and give input on/for authorized budget (2-2-4)
January 23	Notify each educator of leave balances (9-1-1)	
Spring	Survey school districts for USDB Calendar	Input to School calendar
No later than March 1	Provide each educator a Letter of Intent for indication of intent to return for the coming schools year (5-9-2)	
No later than March 1	Provide each educator with a Letter of Intent for possible changes in salary lanes, degrees and certification (8-4-1)	
No later than March 15		Deadline for return of intent to return Letter of Intent. Failure to return form will be considered intent not to return for the coming school year (5-9-2)
		Educator desiring to retire must submit tentative intent to his/her program director and the H.R. Office (Article XII)
April 1	Provide Association with authorized budget information (2-2-4)	

No later than May 1		Association will review and give input on/for authorized budget (2-2-4)
April 23	Notify each educator of leave balances (9-1-1)	
End of school year	Notify each educator of leave balances (9-1-1)	
June	Payroll Deduction ends with Payroll #12 (2-3-1)	
July 1	Provide Association with authorized budget information (2-2-4)	
No later than July 1	Arrive at agreement in negotiations with the Association (3-1-1)	Arrive at agreement in negotiations with the Administration (3-1-1)
No later than August 1		Association will review and give input on/for authorized budget (2-2-4)
No later than August 1		Provide a Utah certificate within one calendar year of employment (8-1-1)



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Ogden, UT 84404

## PRE-AUTHORIZATION FOR CREDIT HOURS APPLICABLE FOR LANE CHANGE

NOTE: Please fill out request form for courses to be taken during the year.

Name	Home Phone
Home Address	School Phone
School	Current Assignment
Social Security Number	Division

Please attach a brief description of the courses, including subjects, course titles, course numbers, dates, college/university and credit hours:

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\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

Approved    Not Approved

Approved    Not Approved

\_\_\_\_\_  
**Program Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Associate Superintendent**

\_\_\_\_\_  
**Date**



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### **Authorization to Make Pre-2006 Sick/Converted Sick Leave Balances Available for Paid Absences**

I, \_\_\_\_\_, choose to use some or all of my pre-2006 sick or converted sick leave balance(s) for paid absences as enumerated below: Amount of pre-2006 Sick Leave to be made available for paid sick absences: \_\_\_\_\_ Amount of pre-2006 Converted Sick Leave to be made available for paid absences: \_\_\_\_\_ The availability of the above-designated leave is effective for the pay period beginning: \_\_\_\_\_

**I understand that any of the pre-2006 (Program I) sick/converted sick leave will be used only when my post-2005 (Program II) sick/converted sick leave balance is zero. I further understand that the pre-2006 sick/converted sick leave made available for use should be used before I retire or terminate or by the end of the current leave year. Any unused pre-2006 sick/converted sick leave will be added back to my pre-2006 sick/converted sick leave balance before I retire or terminate or at the end of the current leave year, whichever comes first.**

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Employee EIN: \_\_\_\_\_

Payroll/Personnel Staff: \_\_\_\_\_ Dated: \_\_\_\_\_



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## EDUCATOR CATASTROPHIC SICK LEAVE BANK DONATION Enrollment Form

Name: \_\_\_\_\_ Employee ID No.: \_\_\_\_\_

Division/Org. No.: \_\_\_\_\_

I wish to participate in the USDB Educator Catastrophic Sick Leave Bank for the \_\_\_\_\_ school year. I authorize USDB payroll to transfer \_\_\_\_\_ days from my sick leave balance to the USDB Educator Catastrophic Sick Leave Bank.

Donations will only be accepted in full day (7 ½ hours) increments.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Payroll office use only:



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## Educator Catastrophic Sick Leave Bank Application

Name: \_\_\_\_\_

Start Date: \_\_\_\_\_ Return Date: \_\_\_\_\_ No. of days: \_\_\_\_\_

Reasons for Leave Explain): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: A leave request based on an educator's serious health condition must be accompanied by a verifying medical certification from a physician.

Educator's Signature \_\_\_\_\_ Date: \_\_\_\_\_

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### PROGRAM DIRECTOR

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Program Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### ADMINISTRATIVE COMMITTEE

Approved

Denied

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

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

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



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## EDUCATOR BEREAVEMENT LEAVE

Name	Dates Absent
Home Address	Social Security Number
City/State/Zip	Division
Relationship to deceased	Date of Death

**PLEASE PROVIDE DESCRIPTION OF EXCEPTIONAL CIRCUMSTANCES**

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\_\_\_\_\_  
Educator's Signature Date

\_\_\_\_\_  
Program Director/s Signature Date

Approved

Not Approved

\_\_\_\_\_  
Associate Superintendent/s Signature Date



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## APPLICATION FOR FAMILY MEDICAL LEAVE

Name of Employee: \_\_\_\_\_ Department/Division: \_\_\_\_\_

Current Address: \_\_\_\_\_

Start Date of Anticipated Leave: \_\_\_\_\_

Reason for Anticipated Leave: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** An employee is entitled to 12 weeks of family and medical leave each calendar year for any of the following reasons: birth of a child; adoption of a child; placement of a foster child; a serious health condition of the employee; or care of a spouse, dependent child, or parent with a serious medical condition

I hereby authorize my employer, the State of Utah, Utah Schools for the Deaf and the Blind to contact my physician to verify the reason for my requested leave or for other information concerning my requested family and medical leave.

Physician Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

I understand that failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by my employer. If I am able and elect not to return to work I will be required to reimburse health plan payments made by the State of Utah.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**This section to be completed by the Supervisor and a USDB H.R. Officer**

Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

H.R. Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**FAMILY MEDICAL LEAVE ACT MEDICAL CERTIFICATION  
STATEMENT FOR EMPLOYEE  
(To be completed by the Health Care Provider)**

Name of Employee: \_\_\_\_\_  
Date condition began: \_\_\_\_\_  
Date condition ended: \_\_\_\_\_

Medical facts regarding the condition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explanation of extent to which employee is unable to perform the functions of  
his/her job: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Health Care Provider's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Office Telephone Number: \_\_\_\_\_

**Medical Release to be completed by the employee:**

**I authorize the release of my personal medical information pertinent to the granting of FMLA  
leave.**

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**FAMILY MEDICAL LEAVE ACT MEDICAL CERTIFICATION  
STATEMENT FOR FAMILY MEMBER  
(To be completed by the Health Care Provider)**

Name of Employee: \_\_\_\_\_  
Name of ill family member: \_\_\_\_\_  
Date condition began: \_\_\_\_\_  
Date condition ended: \_\_\_\_\_

Medical facts regarding the condition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explanation of extent to which employee is unable to perform the functions of  
his/her job: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Health Care Provider's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Office Telephone Number:** \_\_\_\_\_

**Medical Release to be completed by the employee:**

**I authorize the release of my personal medical information pertinent to the granting of FMLA  
leave.**

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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## NOTICE OF INTENTION TO RETURN FROM FAMILY MEDICAL LEAVE

Name of Employee: \_\_\_\_\_  
Name of Supervisor: \_\_\_\_\_  
Date condition began: \_\_\_\_\_  
Date condition ended: \_\_\_\_\_

I understand that my restoration to employment is subject to the following conditions:

1. If leave is for an employee's illness, as a condition of restoration, each employee must provide a written certification from his/her health care provider that he/she is able to resume working.
2. Every attempt will be made to restore the employee returning from leave to his/her original position. If the employee's original position is unavailable, the employee will be placed in an equivalent position with equivalent pay or benefits.
3. An employee returning from family and medical leave shall not be entitled to the accrual of any seniority or employment benefits during the period of leave.

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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This section to be completed by health care provider.

I have examined \_\_\_\_\_ and certify that he/she is fully able to resume working.

Health Care Provider's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## **EARLY RETIRMENT INCENTIVE**

### **Section 4-1 Voluntary Early Retirement Incentive Policy**

- A. Any full-time employee of the Utah State Board of Education who (1) has attained at least five consecutive years of service with the agency and (2) meets the eligibility requirements for participation in the State Retirement System may apply for voluntary early retirement benefits in accordance with the following provisions:

1. Stipends

Employees will receive a stipend of 7.6 percent of their annual salary per year for five consecutive years or until the employee becomes eligible to receive unreduced social security benefits, whichever occurs first. As an additional supplement, each employee will receive a lump sum cash out of sick leave computed as follows: 25 percent of accumulated unused sick leave, plus an additional 5 percent of accumulated unused sick leave for each year up to five years, or until the employee becomes eligible to receive unreduced social security benefits, whichever occurs first.

Eligible sick leave days and stipends will be paid on the basis of the employee's rate of pay on the last day worked.

Sick leave cash out will be paid with the employee's last paycheck.  
Part-time employees may be approved for prorated stipends.

2. Post-Retirement Health and Life Insurance

Employees who retire early under the incentive program will continue to be enrolled in the Employee Dental Program and the State's Group Medical and Life Insurance programs until the employee becomes eligible for unreduced social security benefits or for the five consecutive years following retirement, whichever occurs first. The portion of premiums required to be paid by the retiree at the time

of retirement will continue to be the responsibility of the retiree and are subject to changes directed by the Legislature. The life insurance benefit is the basic amount provided by the state and does not include any supplemental insurance carried by the employee. Medical and dental benefits will be paid according to the policy in effect at the time of retirement.

After the agency has maintained such insurance coverage for five years, the retired employee may elect to continue coverage until eligible for unreduced social security benefits (Medicare) by converting to the individual plan offered and paying the required premiums.

- B. The following employees are not eligible for participation in the early retirement program.
1. Any employee who has received a written notice of suspension or termination.
  2. Any employee who is retiring under the disability provisions of the Utah State Retirement Act.
- C. In order to be eligible for early retirement, an employee must:
1. Have a minimum of five consecutive years of service with the State Office of Education or State Office of Rehabilitation (full-time equivalent).
  2. Obtain from the Human Resource Section, complete, and sign the official “Application for Early Retirement” form (P-5). (It is recommended that at the time the employee obtains Form P-5, he/she request that the Human Resource Section prepare a tentative pay computation.)
  3. Have his/her Associate Superintendent or Executive Director review, approve, sign, and date the form. The P-5 must be signed and dated by the Associate Superintendent or Executive Director no later than 30 calendar days prior to the actual last day worked by the applying employee, and the completed form must be delivered to the Human Resource Office no later than ten calendar days prior to the actual last day worked by the applying employee.
  4. A Human Resource Officer shall complete the “Human Resource Section Use Only” section on the form (P-5), sign the form, and submit it to the Deputy Superintendent or Office of Rehabilitation Executive Director for final approval and authorization of payment. No verbal communications or letters of intent will be accepted as application for participation in this early retirement program. Without completion of the P-5 form (Application for Early Retirement) and each of the above steps, no employee shall qualify for or receive any of the benefits provided through this program.

- D. Employees may arrange payment of their stipend in either July or January.
- E. Benefits of this early retirement incentive program provided by the Utah State Board of Education are independent of the Utah State Retirement System.

Benefits of this early retirement incentive program are not intended to be combined or coordinated with the early retirement provisions outlined in Utah Code 67-19-14.H. For purposes of determining the early retirement stipend, the number of years before the retiree becomes eligible to receive unreduced social security benefits as of the official last day of work shall be used. Annual leave days for which an employee receives pay following the last day worked shall not be considered in determining retirement benefits.

- F. Should the retired employee die prior to receiving all set entitled stipends, the remaining unpaid stipends shall be paid to surviving heirs as established by law.

#### **Section 4-2 Honoring Retirees**

- A. Employees who retire from the State Board of Education may be honored by being presented with a certificate of appreciation by the State Board of Education or its designee.
- B. In addition, retirees may receive a gift valued at a maximum amount of \$200.

# Utah Code Annotated Title 53A Chapter 10:

## Educator Evaluation

### **53A-10-101. Legislative findings.**

(1) The Legislature recognizes that the quality of public education can be improved and enhanced by systematic, fair, and competent annual evaluation of public educators and remediation of those whose performance is inadequate.

(2) In accordance with Subsections **53A-1a-104(7)** and **53A-6-102(2)(a)** and (b), the desired purposes of evaluation are to:

(a) allow the educator and the school district to promote the professional growth of the educator; and

(b) identify and encourage quality instruction in order to improve student achievement.

Amended by Chapter 434, 2011 General Session

### **53A-10-102. Definitions.**

As used in this chapter:

(1) "Career educator" means a licensed employee who has a reasonable expectation of continued employment under the policies of a local school board.

(2) "Educator" means an individual employed by a school district who is required to hold a professional license issued by the State Board of Education, except:

(a) a superintendent; or

(b) an individual who:

(i) works fewer than three hours per day; or

(ii) is hired for less than half of a school year.

(3) "Probationary educator" means an educator employed by a school district who, under local school board policy, has been advised by the district that the educator's performance is inadequate.

(4) "Provisional educator" means an educator employed by a school district who has not achieved status as a career educator within the school district.

Amended by Chapter 434, 2011 General Session

### **53A-10-103. Establishment of educator evaluation program -- Joint committee.**

(1) A local school board shall develop an educator evaluation program in consultation with its joint committee.

(2) The joint committee described in Subsection (1) shall consist of an equal number of classroom teachers, parents, and administrators appointed by the local school board.

(3) A local school board may appoint members of the joint committee from a list of nominees:

(a) voted on by classroom teachers in a nomination election;

(b) voted on by the administrators in a nomination election; and

(c) of parents submitted by school community councils within the district.

(4) The evaluation program developed by the joint committee must comply with the requirements of this chapter.

Amended by Chapter 434, 2011 General Session

**53A-10-105. Evaluation orientation.**

(1) The principal of each school shall orient all educators assigned to the school concerning the school board's educator evaluation program, including the purpose of the evaluations and the method used to evaluate.

(2) Evaluations may not occur prior to the orientation by the principal.

Enacted by Chapter 2, 1988 General Session

**53A-10-106. Components of educator evaluation program.**

An educator evaluation program adopted by a local school board in consultation with a joint committee established in Section **53A-10-103** shall include the following components:

(1) a reliable and valid evaluation program consistent with generally accepted professional standards for personnel evaluation systems;

(2) (a) the evaluation of provisional and probationary educators at least twice each school year; and

(b) the annual evaluation of all career educators;

(3) systematic evaluation procedures for both provisional and career educators;

(4) the use of multiple lines of evidence, such as:

(a) self-evaluation;

(b) student and parent input;

(c) peer observation;

(d) supervisor observations;

(e) evidence of professional growth;

(f) student achievement data; and

(g) other indicators of instructional improvement;

(5) a reasonable number of observation periods for an evaluation to insure adequate reliability;

(6) administration of an educator's evaluation by:

(a) the principal;

(b) the principal's designee;

(c) the educator's immediate supervisor; or

(d) another person specified in the evaluation program; and

(7) an orientation for educators on the educator evaluation program.

Amended by Chapter 434, 2011 General Session

**53A-10-106.5. Summative evaluation timelines -- Review of summative evaluations.**

(1) The person responsible for administering an educator's summative evaluation shall:

(a) at least 15 days before an educator's first evaluation:

(i) notify the educator of the evaluation process; and

(ii) give the educator a copy of the evaluation instrument, if an instrument is used;

(b) (i) allow the educator to make a written response to any part of the evaluation; and

(ii) attach the educator's response to the evaluation;

(c) within 15 days after the evaluation process is completed, discuss the written evaluation with the educator; and

(d) following any revision of the written evaluation made after the discussion:

(i) file the evaluation and any related reports or documents in the educator's personnel file; and

- (ii) give a copy of the written evaluation and attachments to the educator.
- (2) 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.
- (3) If a review is requested, the school district superintendent or the superintendent's designee shall appoint a person not employed by the school district who has expertise in teacher or personnel evaluation to review and make recommendations to the superintendent regarding the teacher's summative evaluation.

Amended by Chapter 434, 2011 General Session

**53A-10-107. Deficiencies -- Improvement.**

- (1) The person responsible for administering an educator's evaluation shall give an educator whose performance is inadequate or in need of improvement a written document clearly identifying:
  - (a) deficiencies;
  - (b) the available resources for improvement; and
  - (c) a recommended course of action that will improve the educator's performance.
- (2) An educator is responsible for improving performance, including using any resources identified by the school district, and demonstrating acceptable levels of improvement in the designated areas of deficiencies.
- (3) (a) The person responsible for administering the evaluation of an educator whose performance has been determined to be inadequate or in need of improvement shall complete written evaluations and recommendations regarding the educator at least 30 days before the end of the educator's contract school year.
  - (b) The final evaluation shall include only data previously considered and discussed with the educator as required by Section **53A-10-106.5**.

Amended by Chapter 434, 2011 General Session

**53A-10-108. Mentor for provisional educator.**

- (1) In accordance with Subsections **53A-1a-104(7)** and **53A-6-102(2)(a)** and (b), the principal or immediate supervisor of a provisional educator shall assign a person who has received training or will receive training in mentoring educators as a mentor to the provisional educator.
- (2) Where possible, the mentor shall be a career educator who performs substantially the same duties as the provisional educator and has at least three years of educational experience.
- (3) The mentor shall assist the provisional educator to become effective and competent in the teaching profession and school system, but may not serve as an evaluator of the provisional educator.
- (4) An educator who is assigned as a mentor may receive compensation for those services in addition to the educator's regular salary.

Amended by Chapter 287, 2009 General Session