

CERTIFICATED PERSONNEL 600

1 <sup>st</sup> Reading	12/21/2011	New	X
Adopted	1/18/2012		X
Ratified	2/22/2012		X

In accordance with Negotiations Agreement between Rich School Board of Education and Rich Education Association dated September 16, 1987: The REA will be given opportunity for input into policy changes made by the Board. This in no way diminishes the power of the Board of Education to make policies and decisions for Rich County School District.

601 SELECTION AND EMPLOYMENT

601.1 Recruitment

601.1.1 Qualifications The Rich County School District seeks to employ the most able and best qualified individuals available. In addition to interviewing candidates in its administrative offices, the School District may send representatives to interview in placement centers of local colleges and universities.

601.1.2 Guides for Recruitment The following guides shall be used in the recruitment and screening of applicants:

601.1.2.1 The School District shall not discriminate on the basis of sex, age, race, religion or non-disqualifying disability.

601.1.2.2 A reasonable acceptance of the philosophy, policies, regulations, and practices of the District along with a high standard of loyalty to the educational profession is expected of all candidates and employees.

601.1.2.3 The Board reserves the right not to employ husband and wife in the same school. Employees of the School District shall not be evaluated by a relative, including father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, aunt, uncle, grandparent, husband, wife, half brother, half sister, brother-in-law or sister-in-law.

601.2 Application

601.2.1 Application An "Application for Employment" form may be secured from the District Office or online on the district web page. Applicants should be sure that information on the form is as complete as possible so that preliminary considerations are accurate and can be verified.

601.2.2 Other Documents In addition to a completed application form, candidates should submit a complete and current college transcript of credits, a complete and current resume, a copy of a

current Utah teaching certificate, or documentation of an approved ARL (Alternative Route to Licensure) plan from the Utah State Office of Education, and any other material pertinent to the application. In the event the candidate is not hired, these materials will be returned upon request.

601.2.3 Fingerprinting and Background Checks An applicant will be subject to a background check as a condition of employment. The background check process requires fingerprinting of the employee or applicant and provides information on criminal convictions which may influence employment.

601.2.4 Subject Matter Endorsement Applicants are expected to hold subject matter endorsements in any subject matter field for which they are applying, or be willing to obtain the necessary endorsements in a timely manner.

### 601.3 Appointment

601.3.1 Personnel Records If the candidate is selected, all transcripts, resumes, applications, certificates, educational and employment records, (including personal and professional character references) are retained as part of the employees permanent Personnel File. These records are held in strict confidence in the interest of the employee and the Board. Educators may review their file in the District Office during regular working hours. They may place in the file items they feel are appropriate.

601.3.2 Contracts Educators sign contracts in good faith with intent to fulfill their obligations in all respects. Upon signing a contract the educator thereby notifies the District of his/her intent to teach in the District and further recruitment plans are modified accordingly.

#### 601.3.2.1 Contract Period

601.3.2.1.1 Contract Days will be set each year according to the calendar adopted by the Board of Education.

#### 601.3.3 Breach of Contract

601.3.3.1 There may be a one thousand dollar (\$1,000) penalty charged to an educator who wishes to break his or her contract after it has been signed. It may be reduced or waived by the Board.

601.3.3.2 After August 1, any employee who requests a release from a signed contract may be denied said request. If the employee refuses to fulfill the contract, he or she will be considered in breach of contract and a complaint may be filed with the "Professional Practices Commission."

601.3.4 Final Appointment Appointment to a position is made by the Board of Education contingent on the recommendation of the Superintendent after all steps in the application and screening process have been completed.

1 <sup>st</sup> Reading	10//22/2013	New	X
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Ratified	11/20/2013		X

601.3.4.1 When hiring assistant coaches, head coaches are encouraged to seek personnel that would best serve the programs and present the names to the building principal for approval. If approved by the building principal, he/she will recommend the candidate to the school board for approval. No appointment will be final unless or until approved by the school board.

601.3.5 Residency Requirement As per state law, place of residency is not a condition of employment or continued employment unless it can be shown that the educator lives such a distance from school that travel requirements are adversely affecting the performance of said educator in the classroom or in the extracurricular activities.

#### 601.4 Certification

601.4.1 Proper Credentials Regular credentials are those issued by the State of Utah for the performance of specific job assignments. All certified personnel who operate in a certificated capacity should hold valid and proper credentials for the position to which they are assigned.

601.4.2 Responsibility The responsibility for initial and renewed certification rests wholly with the individual employee.

601.4.3 Filing Certificate Employment or continued employment is contingent upon a current certificate being filed in the office of the Superintendent before teaching begins. Employees who are working under the provisions of an ARL (Alternative Route to Licensure) endorsement will be expected to meet the requirements of his/her ARL plan.

601.4.4 Salary, Requirements for Payments of salary cannot be released to an employee until:

601.4.4.1 A valid Utah teaching certificate has been filed with the District.

-or-

601.4.4.2 Arrangements have been made with the Superintendent that the certificate or ARL (Alternative Route to Licensure) plan is being processed and will arrive within a reasonable time.

-or-

601.4.4.3 A Letter of Authorization has been initiated by the District and is expected to be approved by the State.

601.4.5 Transcripts of Initial contract teachers will be evaluated at the time of hiring. Credit hours earned after graduation, (B.S. degrees) and licensure, may be used for movement across

the salary schedule. Once the teacher has been given an initial contract they will not be allowed to move across the salary schedule until proper certification/licensure has been completed.

601.4.5.1 Employees must provide the District with current official college transcripts or approved USOE credits as additional classes are taken. Proof of additional credits which will increase salary must be filed with the Superintendent of Schools on or before September 15th, of the current school year. No increase in pay due to additional credits will be allowed after that date.

601.4.6 Letters of Authorization Forms for Letters of Authorization are similar to those of the regular credentials except that a statement of need from the employing school district and a statement of intent to complete work required from a regular credential are required as part of an application. Letters of Authorization are substandard credentials issued by the State at the request of a school district. They are temporary permission to teach in a specific district for one year without full certification.

#### 601.5 Provisional and Career Status

601.5.1 Provisional Educator Educators are considered Provisional until they are granted career status.

601.5.1.1 Provisional educators may be dismissed with or without cause at the end of their contract period. Provisional contracts are issued on a one year basis.

601.5.1.2 Any educator who leaves the District and later returns in a subsequent year will begin a new Provisional period.

601.5.2 Career Educator An educator attains Career status when he or she timely returns to the District for his/her fourth annual contract duly signed by the educator, the Superintendent, and the Board President.

601.5.3 Probationary Educator A classroom Educator employed by a school district who, under local school board policy has been advised that his performance as an educator is inadequate.

601.5.4 Temporary Employee An individual who is employed on a temporary basis. Temporary employees serve at will and have no expectation of continued employment.

#### 601.6 Recommended Assignment, Reassignment, and Transfer

601.6.1 Assignment: Personnel will be assigned by the Superintendent or his delegate to positions for which their preparation, certification, experience, and aptitude qualify them.

601.6.2 Reassignment and Transfer: The Board and Superintendent reserve the right, following notification of those involved, to reassign and transfer personnel to other positions for the betterment of the school system when conditions such as the following but not limited to exist:

- To improve the educational program.

- Increases or decreases of enrollment in various grades and classes.
- Opening of new buildings or closing of old ones.
- Changes in organization of the school system.
- Addition or elimination of an educational service.
- Vacancies created by promotions, leaves of absence, death, retirement, resignation and the like.
- The employee can better serve the District in the position to which he is transferred.

601.6.3 Educator Initiated Transfer: The Board and Superintendent will consider requests for personal transfers. Request for such transfers will be made through the Superintendent. The Board will honor such transfers if it is in the best interest of the educational needs of the District.

601.6.4 Involuntary Transfers: The Board and Superintendent shall have the right to transfer or alter the assignment of any employee when necessary. Whenever possible, an employee being transferred to a different assignment shall be notified of the transfer before the end of the school year. The employee being transferred shall be notified of the change of assignment in a conference with the building principal.

Decisions of the Board on transfers and the necessity thereof are final and not subject to the grievance procedure if the above procedure is followed. All notices required by this paragraph shall be given as soon as possible.

601.6.5 Compensation for Travel Educators assigned to more than one school will be compensated for their travel between those schools at the mileage rate determined by the Board. If an employee is given access to a district vehicle there will be no additional compensation for travel between schools.

## 601.7 Extra-Curricular Assignments

601.7.1 Assignment by Principals At all levels, in addition to the regular teaching assignment, certificated employees are expected to accept responsibilities for extracurricular activities. The building principal shall be responsible for equalizing such assignments.

601.7.2 Supervision All extracurricular activities shall have adequate adult supervision assigned and approved by the principal of the school. In no case should groups of students be permitted in buildings without appropriate adult supervision nor should students be permitted to have keys to enter buildings.

601.7.3 Number of Positions Assignments for extra duty for extra pay, coaches, advisors, CSIP etc. will be determined annually by the Administration and approved by the Board.

601.7.3.1 Additional extra duty for extra pay situations shall occur only with prior approval of the Superintendent.

## 602 WORKING REGULATIONS

602.1 Civil Rights The Board of Education recognizes the privilege of any employee of the District to take or refrain from taking a stand on a political issue, and to support or to oppose any issue or candidate, provided such activities are carried on during the employee's off-duty time and when the employee is not on the premises of the District. District facilities may be used for meetings of political parties at the discretion of the Board on a fair and equal basis.

## 602.2 Work Day and Work Year

### 602.2.1 The School Year

602.2.1.1 The regular school year shall consist of the official school calendar as adopted each spring for the following school year and announced by the Board. This calendar is the basis for all holidays and workdays during the school year and will be in compliance with the State School Board administrative rules.

602.2.1.2 Checkout time at the conclusion of the school year will be determined by the principal in accordance with the calendar.

602.2.2 The School Day - Educators The regular school day for educators on regular sessions formally begins (15) minutes before the opening of school and ends (60) minutes after the close of school each day. This time should be used by educators in professional activities pursuant to their teaching assignments. Provision may be made for minor variations from this schedule in particular situations by agreement between the principal and staff member(s). It is recognized that the regular school day is not absolute and that some activities related to one's teaching assignment must be done during non-school hours.

602.3 Use of District Cars or Mileage Requests Employees should receive permission from their principal to use their own vehicles before approval of District reimbursement is granted. Reimbursement for mileage accumulated by employees using their own vehicles for school purposes shall be granted at the current rate established by the district. Employees will be required to pass the State Risk Driving test every (2) years and must possess a valid driver's license.

602.4 Adult and Community Education Teaching Certificated employees are permitted to teach with the approval of their principal in the community education programs so long as such activities do not interfere with attendance at regular school functions or the performance of regular school duties.

602.5 Teaching in Other Institutions Certificated employees are permitted to teach in other institutions provided that professional and contractual obligations are met.

602.6 Private Tutoring Tutoring outside of the regular school instructional day shall not be allowed as a part of a class. Certificate personnel are permitted to tutor (within the above restriction) as long as such activities do not interfere with professional and contractual obligations.

602.7 Working Outside of School Educators who work at other jobs during the contract year must insure that professional and contractual obligations are met. The principal shall counsel with educators when

the above-mentioned provision is being violated. Principals should notify the Superintendent if this becomes a problem.

603 SUBSTITUTE POLICY

603.1 Substitute List At the beginning of the school year the principals and Superintendent will compile a list of those persons eligible to substitute in the schools of the County. This list will be distributed to all educators. Efforts will be made to insure that only the highest qualified persons shall serve as substitute educators.

603.2 Changes in the Substitute List

603.2.1 Applications for Substitute Educators Persons desiring to serve as a substitute educator must apply through the District Office on a yearly basis. The applicant must also submit to a criminal background check.

603.2.2 Deletions Deletions from the list will be made by the District Office with concurrence from the building principals.

603.2.3 Current List The District Office will maintain a current list of approved substitutes and provide educators with copies.

603.3 Substitute Certification It is the responsibility of the substitute to file with the Superintendent a copy of the current teaching certificate if he or she has one. Otherwise, payment will be made in accordance with policy 603.4.

RICH SCHOOL DISTRICT POLICY ACTION REVIEW

1 <sup>st</sup> Reading	6/18/13	New	X
Approved	6/18/13		X
Ratified	7/17/13		X

603.4 Pay of Substitute Educators Substitute educators will be paid at the current rate as established by the Board under the following rate classifications.

603.4.1 Non-Certificated - \$7.50 per hour

603.4.2 District Trained - \$8.15 per hour

603.4.3 Certificated or Bachelors Degree or Higher Degree - \$9.45 per hour

603.4.4 Consecutive Teaching After eight days of consecutive substituting for the same educator, pay will increase for the remaining consecutive days as follows.

603.4.4.1 Non-Certificated - \$8.15 per hour

603.4.4.2 District Trained - \$9.45 per hour

603.4.4.3 Certificated or Bachelors Degree or Higher Degree \$22.55 per hour

603.5 Educators Secure Substitutes Educators who find it necessary to be absent from school should arrange for their own substitute from the district-approved list, by 7:30 a.m. When possible the regular educator should notify the principal of the impending absence, the reasons for the absence, the name of the substitute, and any other pertinent information.

603.6 Notify Principal of Return Educators absent from school should notify the office as soon as possible concerning their attendance status for the following day.

603.7 Lesson Plans Educators should make every effort possible to provide substitutes with lesson plans, and other materials necessary for the conduct of classes.

## 604 COMPENSATION AND RELATED BENEFITS

604.1 Salary Salary schedules are adopted annually by the Board. Placement on the salary schedule is determined by years of service and amount of education. Educators will receive their pay in 24 equal payments beginning in September of each year.

604.1.1 Step Placement on the Salary Schedule Step placement of new employees is determined by the Board of Education. As a general rule the Board will grant full credit for the first six years of experience.

604.1.2 Lane Placement on the Salary Schedule Lane placement of new or current employees is determined by the hours of college credit or Utah State Office of Education Credit, earned after graduation and certification.

604.1.3 Advancement on the Salary Schedule After initial placement on the salary schedule, the educator may move down in the following manner.

604.1.3.1 Generally, an educator moves one step down for every year of teaching in the District until he or she reaches the schedule limit. This could vary from year to year.

604.1.4 Pay While Serving in the National Guard Employees are encouraged to schedule their National Guard Duties outside the school year. When this is not possible, the employee is entitled to the difference between his or her regular salary and the salary earned while on active duty with the Guard. This will be accomplished by deducting the amount of National Guard pay from the regular district salary.

604.1.5 Pay While Serving as a Juror or Witness An employee who is summoned to serve on a jury, or required by subpoena to appear as a witness, shall be entitled to the difference between



his or her regular compensation and compensation fees received for court duty or as a witness.

604.2 Extra Duty Pay Educators who work in extracurricular activities are paid additional monies in accordance with the current salary schedule. Payment is made at the end of the activity season.

604.2.1 Extra Duty Pay Schedule

	1	2	3	4	5
A	6.50%	7.22%	7.60%	8.00%	9.00%
B	3.86%	4.06%	4.28%	4.50%	5.00%
C	2.57%	2.70%	2.85%	3.00%	3.50%

604.2.2 Percentage figures are based on B.A. Lane, Step 1.

604.2.3 Lanes 1 through 5 are based on years of experience in the extra duty assignment in the District.

604.2.4 Extra duty assignments are grouped under the following categories A, B, and C.

- A - Head Basketball, Head Football, Head Volleyball, Head Wrestling, Head Track & Field, Fall Drill Team Advisor, Winter Drill Team Advisor, Fall Cheerleader Advisor, and Winter Cheerleader Advisor.
- B - Middle School Coaches, HS Assistant Coaches, HS Summer Weight Training, Drill Team Assistant Advisor, Cheerleader Assistant Advisor, Head Golf, Assistant Track.
- C - Middle School and High School Yearbook, Pep Band, Drama, Cross Country, Assistant Golf, Athletic Director, and MS Assistant Coaches.

604.2.5 Coaches/Advisors who ride the bus will be compensated at a rate of \$.10 per mile.

**RICH SCHOOL DISTRICT POLICY ACTION REVIEW**

1 <sup>st</sup> Reading	5/15/13	New	X
Approved	7/17/13		X
Ratified	8/21/13		X

604.3 Medical Coverage Certificated employees of the Rich County School may participate in medical, life, and disability insurance coverage. The District pays the present contractual offered portion of premiums for full time educators.

604.3.1 Details of Policy Details of the District's medical insurance plan are contained in a booklet published on the subject. This booklet is distributed annually to employees. For further details and questions employees may contact the district office.

604.3.2 Husband and Wife Both Employees If both the husband and wife are certificated employees of the district, the district will pay for medical coverage for both. One employee will be designated to receive the appropriate family/couple rate, and one employee to receive single coverage.

605 EMPLOYEE LEAVE

605.1 Annual Leave Ten days Annual Leave are awarded each year. These days are accumulative to a maximum of 120 days. Days are available the first working day of a contract year and may be taken as needed in full day or 1/2 day increments. However, if the educator is unable to fulfill the terms of a contract, Annual Leave will be prorated.

1 <sup>st</sup> Reading	08/15/2012		X
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Ratified	09/19/2012		X

605.1.1 Sick Days Annual Leave may be used for sickness or personal needs.

605.1.1.1 Educators that leave the district after ten (10) years of service or more will be paid for their accumulated annual leave up to a maximum of 120 days. The educator will be paid based on one-half of his or her daily rate on the existing salary schedule. Notice must be given in writing to the Superintendent by March 15. If notice is not given, the district is not obligated to make payment to the individual leaving. (To be eligible the employee must be on the district benefits package.) (If an employee dies while under contract, the employee's designated beneficiary(s) will receive the benefit.

605.1.1.2 Needed Additional Days If Annual Leave has all been used, additional days may be granted for death in the immediate family by district approval.

605.1.1.3 Loss of Annual Leave If for any reason an employee leaves the district prior to 10 years of employment, all accrued annual leave days are lost.

605.1.2 Personal Business Leave The ten annual leave days may be used either for sickness or personal needs.

605.1.2.1 Prior Approval Prior approval for leave should be obtained from the principal. Principals may decline leave requests for an overriding school need.

605.1.2.2 Non Accruable Annual leave is accruable to a maximum of 120 days.

## 605.2 Sabbatical Leave

605.2.1 Applications Applications for Sabbatical leave must be submitted in writing on the proper District forms and must be filed by March 15. They will be acted upon by May 15. The application is submitted to the Board and must be recommended by the principal and Superintendent. Final approval or disapproval is given by the Board.

605.2.2 Eligibility An educator will be eligible for a Sabbatical leave after seven (7) years of consecutive service in the District.

605.2.3 Formal Education Only Sabbatical Leaves are granted only for formal education leading to an advanced degree or a certificate needed by the District. Preference will be given to applications which, in the opinion of the Board, offer the most benefits to the District and its students and programs.

605.2.4 Application Limit There is a limit of one educator on Sabbatical Leave at any given time.

605.2.5 Benefits Benefits will include one half of the regular salary of the current year plus full medical coverage. Upon return to the District, the educator will be placed back on the salary schedule with a step credit for the year of Sabbatical.

605.2.6 Teaching Commitment The recipient will be required to work for the District for two (2) years following the Leave. Failure to keep this commitment will require the return of salary and medical premiums on a pro-rated basis of one half per year not served.

605.2.7 Guarantee Educators may, at the time they are granted Sabbatical Leave, be granted a guaranteed assignment when they return from the sabbatical.

## 605.3 Leave of Absence

605.3.1 Length of Time Leaves of Absence are approved for up to one year.

605.3.2 Pay and Benefits No pay or benefits are given during the leave. Educators may maintain their medical insurance by paying the premiums.

605.3.3 Board Notification The educator must notify the Board by March 15th, of his or her intention to take a leave of absence for the following year. The educator must inform the board by March 15 of the following year regarding his/her intent to return to a position in the district.

605.3.4 Guaranteed Position With proper notification, the employee is guaranteed employment in the district after the year of absence. However, there is no guarantee of a particular position. Placement will be according to District need and the educator's abilities and training.

605.3.5 Proper Certification Guaranteed employment is contingent upon the educators maintaining proper certification during his or her absence.

605.3.6 Accumulated Sick Leave Educators will retain their accumulated sick leave when they return to the district following an approved leave of absence.

605.3.7 Placement on Salary Schedule Following an approved leave of absence, educators returning to the district will be placed on the next salary step from where they were when they last taught.

## 606 EARLY RETIREMENT INCENTIVE PROGRAM

The intent of this program is to provide retirement incentive to employees who are eligible to receive payment from Utah State Retirement System and met district eligibility. Enrollment or vested with Utah State Retirement System does not constitute eligibility.

606.1 Eligibility Eligibility is restricted to those employees with:

1. Ten or more years of service in the district, and meet
2. Utah State Retirement Qualifications:

*Tier I*

65 with 4 years of service,

62 with 10 years of service,

60 with 20 years of service.

Any age with 25 years of service with full actuarial age reduction,

Any age with 30 years of service.

*Tier II*

65 with 4 years of service,

62 with 10 years of service,

60 with 20 years of service.

Any age with 35 years of service.

With the exceptions noted in section 606.1.1 any such employee regardless of age who qualifies may request early retirement. An eligible employee may participate in the early retirement program for a maximum of five years, or until the employee becomes eligible to receive unreduced old age insurance benefits under the Social Security Act, 42 U.S.C. § 401 et seq., whichever occurs first. The Board of Education of the Rich School District reserves the right to waive requirements for eligibility for a medical hardship.

606.1.1 Non-eligibility Any employee who has been placed on probation or notified of suspension or termination of contract in the year of application for early retirement is not eligible for the Early Retirement Incentive Program.

606.2 Letter of Intent A letter of intent to retire early must be submitted no later than March 15.

606.3 Benefits Eligible certified personnel shall receive fifty (50) percent of the difference between the B.A. Lane, Step 1, and that lane and step which he or she is on at the time of early retirement.

606.4 Method of Payment Compensation will be paid bimonthly beginning in September, or in annual lump sums. Once the method of payment is selected, it cannot be changed.

606.5 Health Insurance The Board of Education will continue carrying the employee on the group health insurance up to a couple rate while the employee is on the Early Retirement Incentive Program, for a maximum of five consecutive years or until the employee becomes eligible for Medicare, whichever occurs first. After this period, coverage will be discontinued. If an employee becomes eligible for Medicare prior to the 5-year maximum, the district will continue to provide dental coverage for the employee up to the 5-year maximum. The district will pay the insurance premium at the rate paid during the employee's first year of retirement. In subsequent years, any increases in the insurance premium cost will be paid by the early retiree. If the early retiree does not pay for the increased cost, the policy will be terminated.

606.6 Benefits End at Death All benefits under this benefit will terminate thirty (30) days after the death of the retiree.

606.7 Prorated Benefits Educators who are employed less than full time will receive these benefits on a pro-rated basis according to the percentage of full time employment, qualification with URS, and district eligibility.

606.8 Disability Retirement These benefits do not apply to any person retiring under the disability provisions of the Utah State Retirement Act.

#### RICH SCHOOL DISTRICT POLICY ACTION REVIEW

1 <sup>st</sup> Reading	8/20/14	New	X
Approved	9/24/14		X
Ratified	9/24/14		X

#### 607 EDUCATOR EVALUATION

607.1 Purpose To comply with the provision of Senate Bill 64 enacted during the 2012 session of the Utah State Legislature, the Rich County Board of Education hereafter the Board, establishes procedures for the evaluation of educators as that term is used in this policy and procedure. The definitions used in this policy and procedure are not intended to apply to other policies and procedures in the district. This policy is to be positive, formative, and improve the quality of education in Rich County School District.

## 607.2 Definitions (53A-10-102)

607.2.1 Career Educator A certified employee entitled to rely upon continued employment under the policies of the local board of education.

607.2.2 Probationary Educator Any educator employed by a school district who, under local school board policy, has been advised by the district that his performance is inadequate.

607.2.3 Provisional Educator Any educator employed by a school district who has not achieved status as a career educator within the school district and has no expectation of continued employment beyond the end of the contract term in which the educator is employed.

607.2.4 Mentor Educator The principal shall assign a consulting educator to each provisional educator. The consulting educator shall assist the provisional educator to become informed about the teaching profession and school system, but may not serve as an evaluator of the provisional educator.

## 607.3 Evaluation Process It is necessary that an orderly predetermined evaluation process be followed.

607.3.1 Orientation The principal of each school may orient all educators assigned to the school concerning the school board's educator evaluation program.

607.3.2 Career Educators Career educators shall be evaluated at least one (1) time each year. The summative evaluation instrument adopted by the district will be used at least one time every three years. In the years between the summative evaluation the Career educator and the building principal may develop an alternative evaluation plan relative to professional development, curriculum implementation, classroom management, etc.

The plan must be articulated in writing by the continuing contract teacher and approved by the building principal by the last day of September. It must be evaluated and reduced to a written report prior to the end of the school year. If a plan has not been submitted and approved by September 30, the formally adopted evaluation instrument will be used.

607.3.3 Provisional Educators Provisional educators shall be evaluated at least two (2) times each year.

607.3.3.1 Employment Relationship The results of the evaluation do not alter the provisional educator's employment relationship with the district and the results of the evaluation do not provide the provisional educator with an expectation of continued employment beyond the end of the current contract terms.

607.3.3.2 Nothing in this policy shall be construed to require completion of evaluation or compliance with this policy prior to termination of an educator's employment for cause during the contract term or to require that a contract of employment be offered for a succeeding school year.

607.3.4 Probationary Educators Probationary educators shall be evaluated not less than two (2) times a year.

607.3.5 Principals as Evaluators The initial educator evaluation shall be performed by the building principal or other designated administrator.

607.3.6 Others as Evaluators By mutual agreement of the principal and the educator, other individuals may be invited to evaluate educators.

607.3.7 Evaluators Responsibilities Following Evaluation The principal, or evaluator will be responsible to contact the educator concerning evaluation results.

607.3.7.1 Verbal Report The evaluator will provide the educator with a verbal report of the evaluation.

607.3.7.2 Written Report The final evaluation shall be reduced to writing and discussed with the educator.

607.3.7.2.1 Statement of Deficiencies In the event that performance of an educator is deemed inadequate, a statement of deficiencies will be provided to the educator.

607.3.7.2.2 Resources for Improvement In the event the performance is inadequate and deficiencies are noted, a recommended course of action is designed to improve the educator's performance.

607.3.7.2.3 Responsibility An educator is responsible for improving his or her performance.

607.3.7.3 Evaluation to Personnel Files Following any revisions made after discussion, a copy of the evaluation will be filed in the educator's personnel file.

607.3.8 Educator Recourse An educator dissatisfied with an evaluation may seek a review of the evaluation.

607.3.8.1 Written Response The educator may make written response to all or any part of the evaluation and the response will be attached to the evaluation.

607.3.8.2 Request for Review An educator dissatisfied with his or her evaluation may request, through the Superintendent, a review of their evaluation.

607.3.8.3 Time Limit on Request A request for review must be made within thirty (30) days after receiving the written evaluation.

607.3.8.4 Review Process If a review is requested, the superintendent shall appoint a person, not an employee of the district, who has expertise in educator or personnel evaluation to review and make recommendations to the superintendent regarding the educator's evaluation. Nothing in this section prevents the educator and the superintendent from agreeing to another method of review.

608 HARASSMENT POLICY FOR STUDENTS AND EMPLOYEES. It is the policy of this school district to provide an educational environment free from harassment and discrimination. It shall be a violation of this policy for any student or employee to harass any other student or employee. The purpose of this policy is to authorize the administration to pursue and eliminate situations that fall within the parameters of harassment as outlined by the following guidelines. The process used for investigation and the potential consequences are the same regardless of the nature of harassment.

608.1 Harassment may include:

608.1.1 Verbal harassment - epithets, derogatory comments, slurs, profanity

608.1.2 Physical harassment - unwelcome physical contact, offensive public display of affection, streaking, mooning, wedges

608.1.3 Visual harassment - cartoons, drawings, posters, written or pictorial display on clothing, pictures.

608.2 Sexual harassment is defined as, but not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature whether initiated by students, school employees, or visitors when:

608.2.1 Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment or a student's education (including any aspect of the student's participation in school-sponsored activities).

608.2.2 Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or decisions affecting the student's academic performance, participation in school-sponsored activities, or any other aspect of the student's education.

608.2.3 Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working or academic environment.

608.3 A student or staff member who believes that he/she has experienced harassment should first consider telling the perpetrator that their behavior is not appreciated and that it must be stopped. The individual being harassed has the right to and is encouraged to report the problem immediately to the building principal. Corrective action to deal with the harassment must be initiated as soon as the situation has been verified.



608.4 Situations shall be handled at the lowest level while still producing an end to the harassment. Complaints and the resulting investigation must respect the privacy, and where possible the anonymity, of all individuals involved. Where complaints involve allegations of child abuse, the complaint shall be immediately reported to the appropriate authorities (Utah Code 62A-4a-403). Where complaints involve allegations of criminal activity, the complaint shall be immediately reported to the appropriate authorities.

608.5 The following will provide a guideline for investigation:

608.5.1 Complaint will be reviewed to determine whether or not the complaint constitutes harassment. The principal has the responsibility to investigate a situation.

608.5.2 Whenever possible, the parties involved will be brought together to identify concerns and remedy the situation. When not possible, the complainant shall produce a written statement that is to be reviewed with the alleged harasser.

608.5.3 If harassment or unacceptable conduct has occurred, the individuals who initiated the harassment will be instructed on appropriate behavior and the consequences for further harassment or inappropriate behavior. The incident may be documented in either the individual's personnel file or the student's file. If appropriate, additional consequences may result in the first incident as well as subsequent incidents. Those consequences may include, but are not limited to, referral to legal authorities, suspension, expulsion, termination, referral to Professional Practice Commission for possible termination of certificate.

608.5.4 If there is a denial of the charges an investigation will be conducted to verify validity of allegations.

608.6 Other related items:

608.6.1 All complaints of harassment must be reported to the Superintendent of Schools as well as the final determination of the case.

608.6.2 The complainant has the right to know the final outcome of the case.

608.6.3 The complainant may request a district level investigation if they are not satisfied with the outcome produced by the building principal.

608.6.4 Any act of reprisal against any person who opposes harassing behavior, or who has filed a complaint, or has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing of a harassment complaint, is prohibited and therefore subject to disciplinary action.

608.6.5 False, malicious, or frivolous complaints of harassment shall result in corrective or disciplinary action taken against the complainant.

608.6.6 The building principal shall be responsible for investigating charges of harassment in their building. The Superintendent shall be responsible for charges against an administrator. The Board of Education shall be responsible for investigating charges of harassment against the Superintendent.

## 609 DISMISSAL PROCEDURES

609.1 Provisional Educators A classroom educator employed by a school district who has not achieved status as a career educator within the school district and has no expectation of continued employment beyond the end of the contract term in which the educator is employed.

609.2 Career Educators Career Educators include certified employees entitled to rely upon continued employment in the School District. For purposes of these policies, a career educator is one who has successfully completed three (3) consecutive years of employment as an educator within the Rich County School District and signed his or her fourth contract.

609.3 Definitions For purposes of this policy the following terms are defined:

609.3.1 "Dismissal or Termination" means: (a) termination of the status of employment of an employee; (b) failure to renew the employment contract of a career employee; © reduction in salary of an employee not generally applied to all employees of the same category employed by the school district during the employee's contract term; or (d) change of assignment of an employee with an accompanying reduction in pay, unless the assignment change and salary reduction are agreed to in writing.

609.3.2 "Suspension" means the temporary suspension of the active status of an educator with or without pay.

## ORDERLY TERMINATION POLICY Utah State Code

### 53A-8-104. Dismissal procedures.

- (1) The district shall provide employees with a written statement of causes under which a contract shall not be renewed, under which a contract of each class of personnel shall not be renewed, and under which a contract can be otherwise terminated during the contract term, and the orderly dismissal procedures which are used by the district in cases of contract termination.
- (2) (a) The district shall notify a career employee, at least one month prior to issuing notice of intent not to renew the employee's contract, that continued employment is in question and the reasons for anticipated nonrenewal.  
(b) The board shall give the career employee an opportunity to correct the problem.  
© The board may grant the career employee assistance to correct the deficiencies, including informal conferences and the services of school personnel within the district.

- (3) (a) If the career employee does not correct the problem as determined in accordance with the evaluation and personnel policies of the district and the district intends to not renew the contract of employment of a career employee, it shall give notice of that intention to the employee.  
 (b) The district shall issue the notice at least two months before the end of the career employee's contract term.
- (4) A district shall notify a provisional employee at least two months before the end of the provisional employee's contract if the employee will not be offered a contract for a subsequent term of employment.
- (5) In the absence of a notice, an employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employee into which the individual falls.
- (6) If the district intends to not renew the contract of a career employee or to terminate a career or provisional employee's contract during the contract term:
  - (a) the district shall give written notice of the intent to the employee;
  - (b) the notice shall be served by personal delivery or by certified mail addressed to the individual's last-known address as shown on the records of the district;
  - © except as provided under Subsection (3)(b), the district shall give notice at least 15 days prior to the proposed date of termination;
  - (d) the notice shall state the date of termination and the detailed reasons for terminations; and
  - (e) the notice shall advise the individual that he has a right to a fair hearing.
- (7) The procedure under which a contract is terminated during its term may include a provision under which the active service of the employee is suspended pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the district.
- (8) The procedure shall provide for a written notice of suspension or final termination including findings of fact upon which the action is based if the suspension or termination is for cause.

53A-8-105. Hearings before district board or examiners - Rights of employee

- (1) Hearings are held under this chapter before the board or before hearing officers selected under Section 53A-8-106.
- (2) At the hearings, an employee has the right to counsel, to produce witnesses, to hear testimony against him, to cross examine witnesses, and to examine documentary evidence.

53A-8-106. Hearing examiners appointed by local board - Appeal rights

- (1) A local school board may appoint hearing examiners to conduct hearings on the termination of employees.
- (2) The board shall establish procedures to appoint hearing examiners.
- (3) The board may delegate its authority to a hearing officer to make decisions relating to the employment of the employee which are binding upon both the employee and the board.
- (4) This section does not limit the right of the board or the employee to appeal to an appropriate court of law.

53A-8-107. Necessary staff reduction not precluded

Nothing in this chapter prevents staff reduction if necessary to reduce the number of employees because of the following:

- (1) declining student enrollments in the district;

- (2) the discontinuance of a particular service or program;
- (3) the shortage of anticipated revenue after the budget has been adopted; or
- (4) school consolidation.

## 610 REDUCTION IN FORCE - Refer to Section 102 in Policy Book

## 611 EMPLOYEE ORGANIZATIONS AND RELATIONS

611.1 Freedom of Association Employees of the Board of Education shall have, and shall be protected in the exercise of, the right freely and without fear of penalty and reprisal to form, join, and assist any employee organization or to refrain from any such activity. Except as hereinafter expressly provided, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the school system. No interference, restraint, coercion, or discrimination may be practiced to encourage or discourage membership in any employee organization.

611.2 Conflicts of Interest The rights described in this section do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity, in the judgement of the Superintendent of Schools, would result in a conflict of interest or otherwise be incompatible with the law or with the official duties of an employee.

### 611.3 Association Recognition

611.3.1 Basis of Recognition When used in this policy statement, the term "employee organization" means any lawful association, labor organization, federation, council, or brotherhood having as a primary purpose the improvement of employee salary and salary related fringe benefits, or any craft, trade, or industrial union whose membership includes both school employees and employees of private organization. But, such term shall not include any organization which:

611.3.1.1 Asserts the right to strike against any local, state, or federal agency of the government, or to assist or to participate in any such strike, or which imposes a duty or obligation to conduct, assist, or participate in any such strike, work stoppage, or interference with the conduct of official business.

611.3.1.2 Advocates the overthrow of the constitutional form of government of the United States.

611.3.1.3 Discriminates with regard to the terms or conditions of membership because of race, color, creed, or national origin.

611.3.2 Individual Right of Self-Representation Recognition of an employee organization, in whatever form accorded, shall not preclude any employee, regardless of employee organization

membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established Board policy, or from choosing his own representative in a grievance or appellate action.

#### 611.4 Discussions and Agreements

611.4.1 Meeting The Board and an employee organization through appropriate officials may meet from time to time to discuss and confer.

611.4.2 Scope of Discussions and Agreements The scope of discussions and agreements between an employee organization and the Board shall be limited to salary and salary related fringe benefits.

611.4.3 Priority of Law Any basic or initial agreement entered into with an employee organization must be approved by the Board. All agreements with such employee organizations shall also be subject to the following principals, which are hereby understood to be a part of initial or basic agreement and shall be applicable to all supplemental, implementing, subsidiary, or informal agreements between the Board and the organization.

611.4.3.1 Board and Employees Governed by Law Utah state law charges School Boards to do all things needful for the proper operation of their schools. This responsibility is given by the constitution and cannot be bargained or given away, even by agreement. In the administration of all matters covered by an agreement, officials and employees are governed by the provisions of any existing or future laws and regulations, including policies set forth in the Board of Education Policy Handbook and other Board regulations which may be applicable, and the agreement shall at all times be applied subject to such laws, regulations, and policies.

611.4.3.2 Legal Responsibilities of Board Officials of the School District will retain the right, in accordance with applicable laws, regulations, and policies to:

611.4.3.2.1 Direct employees of the Board.

611.4.3.2.2 Hire, promote, transfer, assign, and retain employees in positions within the School District and to suspend, demote, discharge, or take other disciplinary action against employees.

611.4.3.2.3 Relieve employees from duties for cause.

611.4.3.2.4 Maintain the efficiency of the School District operations entrusted to them.

611.4.3.2.5 Take whatever other actions may be necessary to carry out the responsibilities of the Board.

#### 611.5 Association Business

611.5.1 Business Conducted During Off-Duty Time Solicitation of membership, dues collection, organization meetings, or other internal employee organization business, shall be conducted during the non-duty hours of the employees concerned. Officially requested or approved consultations and meetings between organizations may be conducted on official time, but the Superintendent may require that meetings with an employee organization be conducted during the non-duty time of organization representatives involved.

611.5.2 Administrative Communications Employee organizations will comply with the lines of administrative communication as established by the Board of Education.

## 612 LEGAL DEFENSE OF EMPLOYEES

### 612.1 Notice of Suit or Threat of Suit

612.1.1 In the event that any employee is sued or threatened with suit for actions which the employee has taken while engaged in the performance of the employee's duties, for actions, within the scope of the employee's employment, or actions under the color of state authority as an employee of the School District, the employee shall notify the Superintendent of Schools in writing of such suit or threat of suit. The written notice shall provide a short statement of the facts giving rise to the claim, the nature of the claim asserted, and how the actions giving rise to the claim relate to the employee's job duties or come within the scope of employment or occurred under the color of authority. In addition, the notice must request the District to engage counsel to provide a defense to the claim, and the written request must be made:

612.1.1.1 within 10 days after service of process upon the employee, or

612.1.1.2 within a longer period that would not prejudice the School District in maintaining a defense on the employee's behalf, or

612.1.1.3 within a period that would not conflict with notice requirements imposed on the school district in connection with insurance carried by the school district relating to the risk involved.

612.1.2 If the employee fails to make a timely request or cooperate in the defense, including the making of an offer of judgment or settlement, the School District need not, in its discretion, defend or continue to defend the employee, or pay any judgment, compromise, or settlement against the employee arising from such claim.

### 612.2 Referral to Legal Counsel

613.2.1 The Superintendent of Schools may, if the nature of the action so warrants, provide a copy of the request to provide a defense to Risk Management or to the School District's legal counsel.

### 612.3 Limitation of Obligation To Provide Defense

612.3.1 Nothing in this policy obligates the School District to undertake a defense, pay any judgment or otherwise assume liability of an employee for acts or omissions of an employee that did not occur:

612.3.1.1 during the performance of the employee's duties; or

612.3.1.2 within the scope of employment with the School District; or

613.3.1.3 under color of authority.

612.3.2 Also, the School District shall not be obligated to pay any judgments or indemnify and may decline to provide a defense or discontinue providing a defense for:

612.3.2.1 fraudulent acts of an employee; or

612.3.2.2 willful misconduct where the employee commits the wrongful act intentionally or fails to act without just cause or excuse while aware that the conduct will probably result in injury; or

612.3.2.3 injury or damages committed while the employee was legally intoxicated or under the influence of non-prescribed controlled substances or alcohol to the extent as to be unable to reasonably perform his or her job function or control a vehicle. Utah Code Ann. § 63-30d-902

612.3.3 Within ten days after receiving the request to defend the employee, the School District shall inform the employee whether it will provide the defense and if it refuses to provide the defense, the basis for the refusal. If the School District refuses to provide the defense for the employee, the employee may recover from the School District if the employee can prove that none of the conditions set forth in 612.3 apply. The employee has the burden of proof to establish that none of these conditions apply. Utah Code Ann. § 63-30d-902(4) (a) Utah Code Ann. § 63-30d-903(2)

612.3.4 The School District may conduct the defense under a full reservation of rights under which the School District reserves the right to discontinue the defense and/or not pay any judgment if the conditions under 612.3.1.1 - 612.3.1.3 above are not shown or the conditions under 612.3.2.1 - 612.3.2.3 above are shown.