

ALPINE SCHOOL DISTRICT

&

ALPINE EDUCATION ASSOCIATION

Certified Negotiated Agreement
2015 - 2016

April 28, 2015

The enclosed items are additions or corrections or
deletions to the 2014-2015 Negotiated Agreement

Negotiations Teams:

AEA Team

Michael D. Gowans, Spokesman
Glenda Anderson, Alpine Uniserv
Marla Hendrickson
Brandon Engles
Lois Johnson
Suzie Makin, Alpine UniServ
BetteJo McLelland
Derek Smith

Board Team

John R. Spencer, Spokesman
A. Kevin Cox
Sam Y. Jarman
Robert W. Smith
Elizabeth J. Wilson

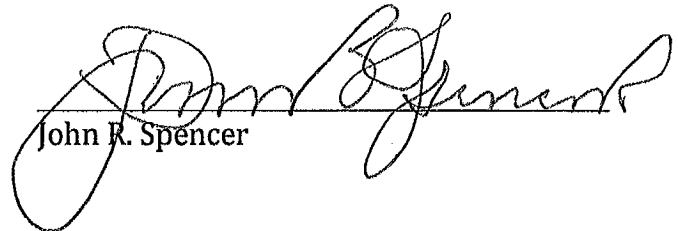
Settlement Package 2015

1. Four percent will be added to the 2015-2016 Salary Schedule.
2. Preservation of step and lane for each employee, with step and lane increases for eligible employees.
3. No changes to insurance benefits relative to employee contribution.
4. Graduation Memo updated allowing the day of graduation for a child or stepchild to be taken as a personal day at no dock in pay.
5. Policy 4019: Sick leave clarification Attachment A.
6. Policy 4024: Pilot period ends, approved educational conferences do not count as personal leave: Attachment B.
7. Policy 4028, Salary Lane Changes, as amended, Attachment C.
8. Policies 4032, Bachelor's Plus 50 Lane, Excluded, Attachment D.
9. Policy 4033: Retirement Stipend, Changes to retirement benefits will open a 30-day retirement application window, Attachment E.
10. Policy 4051: Workman's Comp, ASD will comply with State law.
11. Policy 4057/4057A: Evaluations, Language changes and procedural updates complying with State Rule.

Signature Page for the 2014-2015 Negotiated Agreement.



Michael D. Gowans



John R. Spencer

4/28/15
Date

28 April 2015
Date

Alpine School District
 Teacher Salary Schedule
 Fiscal Year 2015-16

Step	Lane I		Lane II		Lane III		Lane IV		Lane V		Lane VI		Lane VII		Lane VIII		Lane IX				
	B.S. Degree	+20 Sem. Hrs.	B.S. Degree	+20 Sem. Hrs.	B.S. Degree	+37 Sem. Hrs.	B.S. Degree	+50 Sem. Hrs.*	B.S. Degree	+70 Sem. Hrs.*	M.S. Degree	+20 Sem. Hrs.	M.S. Degree	+20 Sem. Hrs.	M.S. Degree	+37 Sem. Hrs.	M.S. Degree	+37 Sem. Hrs.	Ph.D. Degree		
1	1.06655	35,967	1.08334	34,502	1.10023	35,040	1.11738	35,586	1.11738	35,586	1.11738	35,586	1.12596	35,860	1.13454	36,133	1.14312	36,406			
2	1.09013	34,718	1.11277	35,439	1.13266	36,073	1.15840	36,893	1.15840	36,893	1.15840	36,893	1.17555	37,459	1.19271	37,985	1.20987	38,532			
3	1.11372	35,470	1.14218	36,376	1.16509	37,106	1.19941	38,199	1.19941	38,199	1.19941	38,199	1.22515	39,019	1.25088	39,838	1.27662	40,658			
4	1.13737	36,223	1.17169	37,316	1.19752	38,139	1.24042	39,505	1.24042	39,505	1.24042	39,505	1.27474	40,598	1.30915	41,694	1.34347	42,787			
5	1.18037	37,592	1.21468	38,685	1.24042	39,505	1.28332	40,871	1.28332	40,871	1.28332	40,871	1.31773	41,967	1.35205	43,060	1.40353	44,700			
6	1.22326	38,958	1.26616	40,325	1.30058	41,421	1.35205	43,060	1.35205	43,060	1.35205	43,060	1.38637	44,153	1.42079	45,249	1.47226	46,889			
7	1.28332	40,871	1.32631	42,240	1.36063	43,333	1.41221	44,976	1.41221	44,976	1.41221	44,976	1.44652	46,069	1.48084	47,162	1.53242	48,805			
8	1.34347	42,787	1.38637	44,153	1.42079	45,249	1.47226	46,889	1.47226	46,889	1.47226	46,889	1.50658	47,982	1.54100	49,078	1.59247	50,717			
9	1.40353	44,700	1.44652	46,069	1.48084	47,162	1.53242	48,805	1.53242	48,805	1.53242	48,805	1.56673	49,897	1.60105	50,990	1.65263	52,633			
10	1.46368	46,615	1.50658	47,982	1.54100	49,078	1.59247	50,717	1.59247	50,717	1.59247	50,717	1.62685	51,812	1.66121	52,906	1.71268	54,545			
11	1.52374	48,528	1.56673	49,897	1.60105	50,990	1.65263	52,633	1.65263	52,633	1.65263	52,633	1.68694	53,726	1.72126	54,819	1.77280	56,460			
12	1.58389	50,444	1.66978	53,179	1.68694	53,726	1.73849	55,367	1.73849	55,367	1.73849	55,367	1.77280	56,460	1.80712	57,553	1.85870	59,196			
15					1.77280	56,460	1.82431	58,101	1.82431	58,101	1.82431	58,101	1.85870	59,196	1.89301	60,289	1.94449	61,928			
18					1.87585	59,742	1.91017	60,835	1.91017	60,835	1.91017	60,835	1.94449	61,928	1.97891	63,024	2.03038	64,664			
21							1.99606	63,571	1.99606	63,571	1.99606	63,571	2.03038	64,664	2.06470	65,757	2.11627	67,399			
24								2.10910	67,171	2.10910	67,171	2.10910	67,171	2.12625	67,717	2.16057	68,810	2.21215	70,453		
27									2.19824	70,010				2.23266	71,106	2.26697	72,198	2.31845	75,838		

Salary Schedule Base \$ 31,848

The salary schedule base for the 2015-16 year is increased by 4% over the 2014-15 base.

Summer School Rate	2013	2014	2015	2016
	31.46	31.77	32.09	33.37



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(801) 610-8468 FAX (801) 610-8490

JOHN R. SPENCER, ADMINISTRATOR OF HUMAN RESOURCES

MEMORANDUM

TO: All Principals/Supervisors
FROM: John Spencer
SUBJECT: Personal Leave Absence Due to Marriage or Graduation
DATE: April 28, 2015

Principals may grant the day of the wedding ceremony of an employee, or the child or parent of a contracted employee, at their location, without the necessity of a letter being written to the Superintendent. This day will need to be taken as a personal leave day at no dock in pay. (The day of the wedding ceremony can only be given if the ceremony occurs on a school day. It is not the intent of the district to provide a travel day or a preparation day for a wedding ceremony.) This will not expand the total number of five personal leave days per contract year and is only available to those who have personal leave days left.

Principals may also grant up to one day, depending on need, to employees who have a spouse or child graduating or are themselves graduating from Brigham Young University or any other major university in the U.S. It is not the intent of the district to provide a travel day or a preparation day for the graduation ceremony but a day on which the graduation ceremony occurs if it is a work day. This day will also count as one of the five personal leave days with no loss in pay and will not expand the total number of five personal leave days per contract year.

We would like to affirm our position on high school graduation. Employees may take the day of their child, or step child's graduation day as a personal day with no dock in pay. It is not the intent of the district to provide a travel day or a preparation day for the graduation ceremony, but a day on which the graduation ceremony occurs if it is a workday. This day will also count as one of the annual personal leave days with no loss in pay and will not expand the total number of personal leave days per contract year.

Graduation ceremony requests, other than graduations from major universities in the U.S, will still require a letter be addressed by the employee to the Superintendent. If you have any questions, please feel free to contact Human Resources.

Dr. Vern Henshaw, Superintendent
Board of Education: John C. Burton, President; JoDee C. Sundberg, Vice-President;
S. Scott Carlson, Brian E. Halladay, Wendy K. Hart, Paula H. Hill, Deborah C. Taylor

Policy No. 4019

(Ref) Procedure No. 4019

PERSONNEL CERTIFIED

Definition: Calendar day includes contract days, weekends, and holidays combined.

1.0 HEALTH AND DISABILITY LEAVE

1.1 Educators with less than three years continuous current experience in the district, are granted health and disability leave as follows:

1.1.1 A maximum of up to seven (7) working days may be granted annually in the event of health or disability absence.

1.1.2 Health and disability may accumulate up to maximum of twenty-one(21) working days at the beginning of the third year of employment.

1.1.2.1 During the absence of an educator for health or disability reasons, the educator's full salary shall be paid for the cumulative days used.

1.1.3 Beyond the cumulative health and disability leave, when an educator is absent because of health or disability reasons, an educator's salary shall be paid as follows:

1.1.3.1 A certified educator's salary shall have the cost of a substitute salary deducted for any health or disability leave taken beyond the earned cumulative days up to a combined maximum of 180 calendar days.

1.2 Educators who have completed three or more current consecutive years of employment with the district, are granted health and disability leave for 180 calendar days beginning with the first day of disability

1.2.1 An educator who has exhausted the 180 calendar days of health and disability leave and returns to work on the 181st calendar day must obtain a release to return to work letter from their primary care physician, releasing them to return to work without restriction, or reasonable accommodation.

1.2.1.1 Any accommodation must be in place before the 181st calendar day of absence. (This will mean that accommodations

must be requested with enough advance notice for the District to comply.

1.2.1.2 The employee who uses 180 calendar days of health and disability leave and returns to work will be placed on sick leave probation. Sick leave probation begins with the upcoming year and extends to the employee 21 calendar days annually, of health and disability leave for two years. These days are not cumulative. Upon successful completion of sick leave probation, the employee will have their 180 calendar days of health and disability leave restored.

1.2.2 Should an employee be unable to return to work on the 181st calendar day of health and disability leave, they will be separated from employment.

1.2.3 Health and disability leave will be recorded relative to the percent of contract of the employee. (A .5 teacher who takes a sick day is charged one full day of health and disability leave.) There is not an intent to extend to part-time employees more health and disability leave than full-time employees.

1.2.4 Employees who use twenty-one (21) consecutive calendar days of health and disability leave, or establish a pattern of sick leave usage, which may indicate misuse, will trigger the beginning count of the 180 calendar days of sick leave usage. The calendar count will begin beginning with the first of the twenty-one (21) consecutive calendar days with the first day of the illness/disability for which the 180-day sick leave count is considering. The 180 day sick leave count may only go back for two years, unless a recommendation by the sick leave panel to go beyond the two years is reached.

1.2.4.1 Employees whose sick leave usage indicates a possible misuse will be notified in writing of the triggering of the 180 calendar days of health and disability leave.

Policy No. 4024

PERSONNEL CERTIFIED

1.0 PERSONAL LEAVE

1. 1.1 Certified educators may have up to five days personal leave annually. Educators shall pay \$45 per day for each personal leave day used.
2. 1.2 Personal leave may be accumulated up to a maximum of ten days. Personal leave accumulates by carrying the number of unused personal leave days over into the next school year.
3. 1.3 Personal leave without pay for worthwhile absences may be approved by the superintendent or his designee.
4. 1.4 Educators may not take personal leave during the first week of school* or during the last week of school*. The first week of school and the last week at school are defined as the first five student days and the last five student days of the school year. When a holiday occurs on a day which would have been one of the five student days, this day will count as one of the five student days.
5. 1.5 Educators are discouraged from taking personal leave to work for any other organization.
 1. 1.5.1 Educators who are required to attend any professional meeting related to their teaching area/experience to enhance their teaching, may attend such a meeting without it counting against the personal leave total, provided the cost of the substitute is paid by the sponsoring organization.
6. 1.6 Educators are encouraged to request the leave days in sufficient time to permit the principal to obtain a suitable substitute.
7. 1.7 When an educator adopts a child he/she may take personal leave, up to number of days they have accrued, without a dock in salary with the Superintendent's approval. These days are in addition to the days listed in policy procedure 4019.
8. 1.8 Educators may during the pilot period of 2013-2014 through 2016-2017 take the day before Christmas break and after Christmas break as personal days with a personal leave dock in pay.

Negotiated: November 1, 1985

Negotiated Revision: June 16, 1989

Negotiated Revision: May 10, 1994

Negotiated Revision: June 19, 2001

Negotiated Revision: May 24, 2002

Negotiated Revision: May 20, 2008

Negotiated Revision: May 2012

Negotiated Revision: May 21, 2013

Negotiated Revision: May 12, 2015

Endnotes

1 (Popup - Popup)

1. *The first week of school and the last week at school are defined as the first five student days and the last five student days of the school year. When a holiday occurs on a day which would have been one of the five student days, this day will count as one of the five student days (May 10, 1994).

Policy No. 4028

PERSONNEL CERTIFIED

1.0 SALARY LANE CHANGES

1. 1.1 Salary schedule step changes for experience are automatic and are handled yearly by the Business Services Department.
2. 1.2 Horizontal lane changes which are made by earning additional hours of credit or a higher degree are not automatically handled by the Payroll Department. Verification and qualification for a lane change based on additional training must be presented by the employee to the School Board Office by the 10th of the month in which they may qualify. (Contingent upon approval, the payment will be reflected in the next month's check.) The lane change for those who turn in their information after May 10 will be reflected in the September pay check and will not be retroactive for the summer checks.
3. 1.3 Only those credits taken after earning both the original certification and a bachelor's degree (or higher) from an accredited institution of higher learning shall be recognized towards salary lane changes. This applies to all credits regardless of when they were earned.

1.3.1 QUALIFICATION FOR STEP 27 ON BACHELOR'S LANE V - Those educators who have been awarded the Bachelor's plus 50 lane in Alpine School District cannot move to Step 27 unless they complete 20 semester hours.

- ~~1. 3.1.1 The accumulation of college credit hours must be completed within seven (7) years.~~
- 2.
3. 3.1.2 The program must be complimentary to and in support of the educator's major teaching assignment.

1. 3.2 In the event of a conflict on a proposed program, an appeal may be made to the Superintendent of Schools, or his designee and the Association president jointly.
2. 3.3 This program allows those educators with a Bachelor's plus 50 to earn credit to move to Step 27 on the salary schedule. In order to move to Lanes VII (M.S. Degree + 20 semester hours) and VIII (M.S. Degree +37 semester hours) an educator must have a Master's Degree from an accredited university.

3.4 Eligibility for this step change includes having completed 26 qualifying years as determined by step attainment on the Alpine School District salary schedule. Verification of qualification for this 20 semester hour program and a lane change application must be presented to the Human Resource Office by the 10th of the month in which they may qualify.

4. 1.4 The following lane change requirements also apply beginning July 1, 1983:
 1. 1.4.1 Three semester hours of district prior approved in-service credit or Utah State approved in-service credit may be earned each school year to be applied to lane changes beginning the 1983-84 school year.

2. 1.4.2 All lane change credit, both college and in-service, must contribute to the specific assignment of the teacher and/or be educationally career enhancing for the applicant.
3. 1.4.3 The in-service activity must be approved in advance in the District Educational Services Department. Individual educators are not required to obtain prior approval from the Human Resources Office except for the required 20 quarter hours of prior approved credit to reach the masters equivalency lane.
4. 1.4.4 The decision that the above conditions have been satisfied shall be determined by the District Human Resources Office.
5. 1.4.5 Marginal or disputed credits shall be referred to an appeals committee of five for review and decision. The superintendent shall name two persons and the professional association representing the majority of the teachers shall name two persons to the committee. Those four persons shall agree on the appointment of a fifth person. If the four cannot agree, then the fifth shall be drawn from four final nominees. Each member of the committee shall nominate two individuals. Each member may eliminate one of the eight nominees. The four remaining names shall be placed in a box from which the fifth member's name shall be drawn. The individual drawing shall be determined by a toss of the coin.
6. 1.4.6 At least 50% of the lane credit requirements must be college earned credits as outlined above (with the exception of lane IV, V and VI).
7. 1.4.7 In the event that an educator's teaching specialty prohibits him/her from earning required suitable college credits, the educator may submit a request to the Human Resources Office for prior approval of appropriate in-service or other credits as a substitution for all or part of the college credit requirement. In the event the Human Resources Office rules against the request, it may be referred to the appeals committee described above for a decision.
8. 1.4.8 Teachers who participate in professional development days that are infused into the school calendar and are funded by the Board of Education shall receive either their daily rate of pay or lane change credit for lane changes from lane one to two; or from lane two to three; lane five to six; lane six to seven; and seven to eight. An educator may elect to work on these days for full pay, or half pay for .25 credit, or no pay and .50 credit for lane change.

Note: The above represents a consolidation of "Board Policy EBFB" Negotiated

August 28, 1981, and "Equivalency Credit" (Negotiated Spring of 1983 and

Approved by the Board of Education on September 13, 1983) (See Procedures

No. 3--back of book--for interpretation.)

Negotiated Revision: October 14, 1986

Negotiated Revision: August 25, 1987

Negotiated Revision: June 16, 1989

Negotiated Revision: September 18, 1990

Negotiated Revision: May 2006

Negotiated Revision: June 12, 2007

Negotiated Revision: June 16, 2009

Negotiated Revision: September 22, 2009

Negotiated Revision: May 6, 2014

Negotiated Revision: May 12, 2015

Policy No. 4032

PERSONNEL CERTIFIED

1.0 BACHELOR'S PLUS 50 LANE

1. ~~1.1 Those educators who qualify for the Bachelor's Plus 50 Lane Salary Schedule shall be allowed, upon receipt of the Master's Degree, to count all credits earned in working for the degree toward the Master's + 20 Lane.~~

Negotiated: October 28, 1981 Negotiated:

~~2.0 EFFECTIVE JUNE 1, 2009, THE BACHELOR'S PLUS 50 GUIDELINES ARE IMPLEMENTED 1. 2.1 The Bachelor's Plus 50 lane on the pay schedule shall be awarded to those educators who have earned a Bachelor's Degree and met the following criteria in order: have obtained a current teaching license, reside on lane three of the salary schedule, and completed 13 credits of additional credits of college credit available on an accredited college transcript.~~

1. ~~1. 2.1.1 The 13 semester hour program must appear on an accredited college transcript and the coursework must: Apply to the educator's area(s) of licensure; complement the educator's major teaching assignment; or apply to an endorsement that is being sought by the educator.~~
1. ~~2.2 In the event of a conflict on a college credit class, an appeal may be made to the Superintendent of Schools, or his designee and inform the association president.~~
2. ~~2.3 In the event of a conflict on a proposed program, an appeal may be made to the Superintendent of Schools and the Association president jointly.~~

~~3.0 QUALIFICATION FOR STEP 27 ON BACHELOR'S LANE V. 1. 3.1 Those educators who have been awarded the Bachelor's plus 50 lane in Alpine School District cannot move to Step 27 unless they complete 20 semester hours.~~

1. ~~3.1.1 The accumulation of college credit hours must be completed within seven (7) years.~~
2. ~~3.1.2 The program must be complimentary to and in support of the educator's major teaching assignment.~~
1. ~~3.2 In the event of a conflict on a proposed program, an appeal may be made to the Superintendent of Schools, or his designee and the Association president jointly.~~
2. ~~3.3 This program allows those educators with a Bachelor's plus 50 to earn credit to move to Step 27 on the salary schedule. In order to move to Lanes VII (M.S. Degree + 20 semester hours) and VIII (M.S. Degree + 37 semester hours) an educator must have a Master's Degree from an accredited university.~~
3. ~~3.4 Eligibility for this step change includes having completed 26 qualifying years as determined by step attainment on the Alpine School District salary schedule. Verification of qualification for this 20 semester hour program and a lane change application must be~~

~~presented to the Human Resource Office by the 10th of the month in which they may qualify.~~

~~Negotiated: June 1, 1977~~

~~Negotiated Revision: March 13, 1997~~

~~Negotiated Revision: May 2006~~

~~Negotiated Revision: June 2009~~

~~Negotiated Revision: May 6, 2014~~

Negotiated Exclusion: May 12, 2015

PERSONNEL CERTIFIED

1.0 RETIREMENT INCENTIVES & ELIGIBILITY

1. 1.1 To accommodate certificated educators who elect to retire early and to comply with the requirements of the Age Discrimination in Employment Act, the following policy has been adopted.
2. 1.2 A certificated educator of the Alpine School District shall receive this benefit if he/she:
 1. (a) submits the written application form to the Superintendent of the District by March 1 of the contract year in which the educator retires, (In the event the Utah State Legislature makes substantial changes to service requirements or the amount of benefit for full retirement under the Utah State Retirement System, the deadline will be extended to April 1st.)
 2. (b) is employed by the District as a certificated educator for the required time period immediately preceding retirement,
 3. (c) retires at the end of a contract (although, for verified health problems the Board may allow an educator to retire prior to the end of a contract year and receive this benefit),
 4. (d) agrees to, if requested by the District, substantiate the unreduced old age insurance benefits (Social Security) and
 5. (e) meets one of the following criteria:
3. 2.0 STIPEND ELIGIBILITY
4. 2.1 Has completed immediately preceding retirement, a minimum of 15 current, consecutive, full-time years with Alpine School District to qualify for a stipend, and is or will be, during the contract year of retirement at least 60 years of age, or
5. 2.2 Has completed immediately preceding retirement, a minimum of 15 current, consecutive, full-time years to qualify for a stipend and has accumulated sufficient years of service under the Utah State Retirement System rules to qualify for full, unreduced pension benefits.**
6. 2.3 Educators who are contracted at .5 or greater, and have completed immediately preceding retirement, a minimum of 15 years of current, consecutive, service with Alpine School District, and are or will be, during the contract year of retirement, at least 60 years of age, shall be eligible for the stipend using the prorated formula defined in 2.4.1. or
7. 2.4 Educators who are contracted at .5 or greater, and have completed immediately preceding retirement, a minimum of 15 years of current, consecutive, service with Alpine School District, and have accumulated sufficient years of service under the Utah State Retirement System rules to qualify for full, unreduced pension benefits,** shall be eligible for the stipend using the prorated formula defined in 2.4.1.
 1. 2.4.1 The prorated formula for calculating the retirement incentives for partial contract service is as follows:
 1. 2.4.1.1 The partial contract portion for each of the fifteen consecutive years immediately preceding the retirement shall be added together (e.g. .5 + .6 + .714 etc.).

2. 2.4.1.2 The composite total shall then be divided by 15 to arrive at the average percentage of contract over the fifteen-year period.
 3. 2.4.1.3 The average percentage shall then be multiplied by the benefit/stipend of a teacher who is full-time, and on the same step and lane as the part-time contracted retiree.
8. 3.0 STIPEND CALCULATION
9. 3.1 Educators who qualify under this policy shall receive benefits as described below provided that any monthly, unreduced old age insurance benefits under the Social Security Act 42 U.S.C. (401 et seq.), which the educator is eligible to receive, whether actually applied for and received or not, shall be incorporated into the stipends paid under this policy. The result that the amount paid by the District plus such unreduced old-age insurance benefits the educator is eligible to receive shall equal the stipend amount described below:
 1. 3.1.1 Educators retiring after January 1, 2001, will receive a stipend equal to 53% of the difference between the salary schedule base of the Teacher's Salary Schedule, and the Educator's basic contract amount multiplied by four, plus the insurance benefit described in 5.0. Part-time contracted employees refer to 5.1.1.1.
 2. 3.1.2 Educators who have less than four years remaining to qualify for full Social Security benefits, will have the benefit described in 3.0 offset by the Social Security benefits which the retired educator is entitled to receive when the individual is eligible to receive full unreduced Social Security.
 3. 3.1.3 If death of the retired educator receiving benefits should occur, insurance benefits shall continue and stipend benefits shall be paid to the retired educator's designated beneficiary for the remainder of the time entitled as if the employee were still living. If there is no designated beneficiary, the stipend benefits will be paid to the retired educator's estate.
 4. 3.1.4 For purposes of paragraph 4.1 "year" means the consecutive twelvemonth period beginning with the month benefits start under this policy and each anniversary thereafter.
10. 4.0 INSURANCE ELIGIBILITY- Including Post COBRA Benefits
11. 4.1 Has completed, immediately preceding retirement, a minimum of 20 years (15 of which must be current and consecutive) qualify for the 4, 5, or 6 years of retired insurance articulated in 5.0, *(1) full-time professional service with Alpine School District, and is, or will be, during the contract year of retirement at least sixty years of age.
12. 4.2 Has completed immediately preceding retirement a minimum of 20 years, 15 must be current, consecutive, to qualify for the 4, 5, or 6 years of retired insurance in 5.0, *(2) full-time professional service with Alpine School District, and has accumulated sufficient years of service under the Utah State Retirement System rules to qualify for full, unreduced pension benefits**. This does not include temporary retirement window special rules.
13. 4.3 Educators who are contracted at .5 or greater and have completed immediately preceding retirement a minimum of 20 years, 15 of which must be current, consecutive to qualify for the 4,5 or 6 years of retired insurance in 5.0 professional service with Alpine School District and are, or will be, during the contract year of retirement, at least 60 years

of age, shall be eligible for retirement incentives under the prorated formula defined in 2.4.1 or

14. 4.4 Educators who are contracted at .5 or greater and have completed immediately preceding retirement a minimum of 20 years, 15 of which must be current, consecutive to qualify for the 4,5 or 6 years of retired insurance in 5.0 professional service with Alpine School District and have accumulated sufficient years of service under the Utah State Retirement System rules to qualify for full, unreduced pension benefits.**, shall be eligible for retirement incentives under the prorated formula defined in 2.4.1.

15. 4.5 Retirees-who exhaust COBRA benefits may purchase insurance for 106% of the premium.

16. 5.0 RETIRED EMPLOYEE INSURANCE BENEFIT

17. 5.1 There are no retired insurance benefits for employees hired on or after March 1, 2006. The retired insurance benefits for employees and/or their eligible dependents hired before March 1, 2006 are as follows:

1. 5.1.1 Employees who were hired prior to March 1, 2006, and who have not retired prior to July 1, 2006, will have the following post retirement insurance benefit for themselves and/or their eligible dependents. The years of experience are as of July 1, 2006.

- 1-10 years in Alpine: 4 yrs. of insurance 11-19 years in Alpine: 5 yrs. of insurance 20 or more years in Alpine: 6 yrs. of insurance
- 5.1.1.1 Part time contracted employees may obtain the insurance benefits accorded full-time employees by paying the percent of the premium which represents the difference between 100% (full-time) and the average percent of contract as defined in 2.4.1.

5.1.2 If the coverage in 5.1.1 expires before the employee is eligible to join Medicare the employee may purchase the District designated group health insurance policies at 106% of the regular district rate, after exhausting any COBRA rights, until he/she is eligible to join Medicare. The payments for such extended coverage must be in advance and paid at least quarterly. The employee must maintain continuous coverage, including any COBRA rights of purchase, with the District's designated group health insurance policies for benefits under this policy. Part-time contracted employees qualify for this benefit at the 106% rate.

5.1.3 For those educators hired prior to July 1, 2000 the insurance coverage will continue for the number of eligible years regardless of eligibility to join Medicare. Coverage for the retired employee eligible to join Medicare shall consist only of a supplement to Medicare as outlined in Policies 4011 and 4016.

6.0 RETIRED EMPLOYEE DEPENDENT INSURANCE BENEFIT: Including Post-COBRA Benefits

6.1 Insurance benefits for spouse and/or dependents can be earned by educators who qualify for eligibility as defined in 4.0. The benefits for spouse and dependent coverage are defined in 5.0. Spouse and dependent coverage may not exceed what is granted to the retiring employee. Part-time contracted employees may obtain benefits for spouse and dependent coverage by paying the percent of the premium which represents the difference between 100% (full-time) and the average percent of a contract as defined in 2.4.1.

6.1.2 If the spouse or dependent becomes eligible to join Medicare (except as noted in 6.1.5) or is enrolled in another employer sponsored health insurance plan or is eligible for another employer sponsored health insurance plan that is fully funded by the employer, the

benefits cease until the spouse is not longer eligible for coverage under the other plan and again applies for coverage under HIPPA, which allows for a special enrollment period to maintain continuous coverage when insurance is lost. The years of spouse and dependent eligibility begin running upon the date the insurance terminates as a result of the educator retirement regardless of eligibility or membership in another health insurance plan.

6.1.3 The spouse and dependent coverage in 6.0 shall consist of the District designated group insurance policies. If the spouse and/or dependent becomes eligible to join Medicare, the insurance coverage for the dependent shall consist of the District's supplement to Medicare.

6.1.4 If the spouse and dependent coverage expires under 6.0, the spouse and/or dependent may purchase the District's designated health insurance policies at 106% of the regular district rate after exhausting any COBRA rights, until they cease to be a dependent under health insurance rules or are eligible to join Medicare or another employee-sponsored health insurance plan. The payments for such extended coverage must be in advance and paid at least quarterly. The spouse and/or dependent must maintain continuous coverage, including any COBRA rights of purchase, with the District's designated group health insurance policies for benefits under this policy.

6.1.5 For those employees hired prior to July 1, 2000, the insurance coverage for the spouse in 6.0 will continue for the period of coverage regardless of eligibility to join Medicare. The insurance coverage for the spouse of those employees hired prior to July 1, 2000 who are eligible to join Medicare shall consist of a supplement to Medicare.

6.2 Benefits of the early retirement incentive program provided by the District are independent of the Utah State Retirement System. Retirees should carefully consider the effect of early retirement as it relates to Social Security, State Retirement, Income Taxes, Medical and Life Insurance, etc.

6.3 Nothing in this policy should be construed to violate any rights an employee or dependent has under COBRA, ADEA or similar law.

6.4 All retirees will participate in a special pay plan until the agreement is terminated by mutual agreement of the Alpine School District and the professional association representing the majority of the teachers. If an individual purchases years of service from the State, this shall be paid without going through the special pay plan. An individual may elect to withhold funds from the special pay plan to be placed in a flexible spending account.

6.4.1 Calculations for the retirement incentive will be calculated once at the time of retirement. The total amount will be deposited at the time of the first retirement payment.

6.4.2 A supplement to MEDICARE Contingency Fund will be established to help insure the solvency of this benefit. The contingency fund will consist of two separate funds, the "A" fund and the "B" fund.

0. 6.4.2.1 The "A" fund will contain the current fiances that are set aside for the supplement to MEDICARE. It will also contain the District's annual savings from the retirees participation in the special pay plan. The District may add additional funds as it deems necessary. These funds may be accessed to help fund in part any one or all of the following post retirement benefit costs:
 1. A) Six year post retirement medical benefit program,
 2. B.) Retirement stipend costs, or
 3. C) Supplement to MEDICARE costs.

1. 6.4.2.2 The "B" fund will contain the finances currently set aside to fund a return to self-insured medical plan, should that become a viable option in the future. These funds may be accessed for that purpose if necessary. Interest will accrue on these funds. It is intended that the necessity of continuing these funds be reviewed, by the negotiations teams, at least every five (5) years.

*An approved leave of absence will not constitute a break in service if the educator returned immediately following the leave.

**Currently, this means to retire with 30 qualifying years of service at any age.

***The word "another" refers to insurance coverage other than that provided by Alpine School District so long as the district's insurance carrier continues to require only a single premium payment on the spouse with the later birthday when dual insurance coverage exists, i.e. both spouses are employed by Alpine School District.

****** Any changes made to the retirement benefits in current policy that would affect current employees eligible for the benefits, the District will open a 30 day retirement declaration window the year prior to the policy changes going into affect.**

Negotiated: June 19, 1979

Negotiated Revision: October 14, 1986

Negotiated Revision: August 25, 1987

Negotiated Revision: June 16, 1989

Negotiated Revision: September 8, 1993

Negotiated Revision: August 16, 1996

Negotiated Revision: July 26, 2000

Negotiated Revision June 19, 2001

Negotiated Revision May 24, 2002

Negotiated Revision: June 15, 2004

Negotiated Revision: May 8, 2006

Negotiated Revision: June 12, 2007

Negotiated Revision: May 24, 2011

Negotiated Revision: May 12, 2015

EXCEPTION TO EARLY RETIREMENT BENEFIT

(Refer to Policy 4033)

Educators who moved from full to part time prior to 1993 will be permitted the following exception to the early retirement policy: If they have obtained 10 or more full time, contracted, years prior to retirement, and will be at least 60, or if they have obtained 15 years of full time, contracted, employment with Alpine School District prior to retirement and have accumulated sufficient years of service under the Utah State Retirement rules to qualify for full defined benefit planned pension benefits under the Utah State Retirement they will not have consecutiveness broken by years of part time employment. They will receive a full time benefit because they will be required to be full time at the time of retirement.

Since this solution does not encompass individuals who moved from full to part time pre 1993 and are currently part time, the district would agree to ask the 29 individuals we have identified to commit to whether or not they would go full time. They would have a 30 day period to make this commitment. We would then facilitate obtaining full time employment for these individuals. Beginning with the 1997-98 school year, any who have not been offered a full time job would be able to count that year and any succeeding years as full time qualifying years toward the full time benefit. When a full time contracted position is offered and rejected, the district's obligation to obtain full time employment for that individual and therefore, district obligation to provide any Alpine School District retirement incentive ceases.

Negotiated August 1996

Policy No. 4051
PERSONNEL CERTIFIED

1.0 WORKMAN'S COMPENSATION

- 1.1 Alpine School District will provide Workman's Compensation Insurance for educators as provided for by law.
- ~~1.2 Whenever an employee is injured on the job, it is considered an industrial accident and the cost of those injuries are paid for by the Alpine School District which is self-insured for these kinds of accidents.~~
- ~~1.3 The amount that the Alpine District pays to any hospital or doctor for their services is paid through a schedule published by the Industrial Commission of the State of Utah and any doctor or hospital in the state must accept this payment as full payment for their medical service.~~
- ~~1.4 If this is not being done and hospitals and doctors are asking for the employee to pay any difference in the amount of their charge, it will be necessary that the employee report this to the business office immediately and action will be taken to inform these doctors and hospitals that they cannot collect this additional amount from our employees.~~
- ~~1.5 Employees may petition by letter to the Superintendent for the reinstatement of sick leave days lost due to an assault and the attendant industrial injury which requires counting 1/3 sick leave day per absence. Request for reinstatement would be considered only after an employee has used all available sick leave and incurs additional absences due to illness.~~

Negotiated: September 13, 1983
Negotiated Revision: August 21, 1995
Negotiated Revision: May 12, 2015

Procedure No. 4057(a)

(Ref.) Policy No. 4057

PERSONNEL CERTIFIED

EDUCATOR EVALUATION

1.0 REGULARLY SCHEDULED SET EVALUATIONS Observation Process

1. 1.1 At the beginning of the evaluation process an orientation and fifteen days advanced notice is required unless otherwise mutually agreed upon. Specific times for announced evaluations ~~will could be arranged with teachers in advance~~ is recommended.
2. 1.2 For the provisional teacher (Level 1) performing in an acceptable range (3's, 4's, and 5's) (emerging, effective, highly effective) two summative evaluations, ~~one formative and one summative~~, are sufficient required. For those who receive a ~~1 or 2~~ not effective, the process in number 1.5 will be followed.
3. 1.3 For those career teachers (Level 2) performing in an acceptable range (3's, 4's and 5's) (effective, highly effective) one evaluation is sufficient. ~~Pre-~~ A midyear conference is suggested and a post-conference ~~are~~ is required. If the evaluation will contain any score below a ~~3~~ an effective or scores which would affect the educator's ~~career ladder~~ pay, it is suggested that the post-evaluation conference be held within two working days. This would not preclude principals from working with teachers to improve individual areas of concern (for example, helping teachers improve a score of ~~3~~ effective).
1. 1.4 For those career teachers (who have not been placed on probation) who receive a an overall score of ~~1 or 2~~ not effective, minimally effective on any scale performance expectation of a summative evaluation and who, therefore, need to have additional evaluations, a letter of improvement ~~will~~ could be prepared and this process will be followed:
 1. 1.4.1 There would be two formative announced evaluations and one summative announced evaluation which are not cumulative. These should occur over at least a period of 30 calendar days. The summative evaluation would be the only one which counts as the final effectiveness rating.
 2. 1.4.2 The pre- and post-evaluation conferences are necessary for all evaluations. It is suggested that the post-evaluation conference occur within two working days after the evaluation.
 3. 1.4.3 During the formative evaluation an accommodation could be made for not observing all ten standards items. This would require agreement between the principal and teacher in the pre-evaluation conference.
 4. 1.4.4 If the educator scores ~~3s~~ effective or above on the ~~second~~ summative evaluation, there would be no need to continue the evaluation process.
 5. 1.4.5 When an unannounced observation is made:
 1. 1.4.5.1 A formal notification of the possibility of unannounced observations should be given to an educator who needs additional observations because of scoring a ~~1 or a 2~~ minimally effective or below.

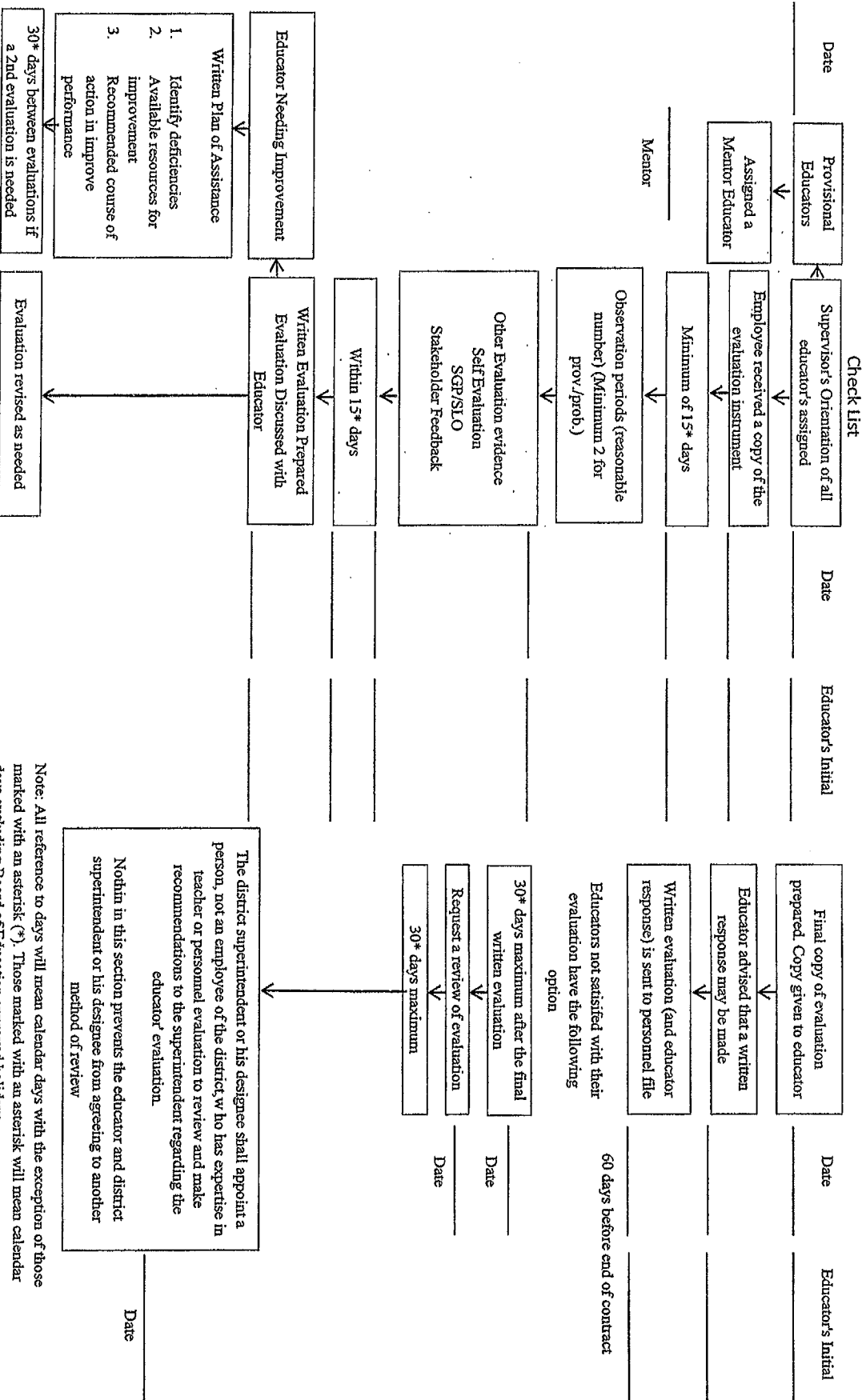
2. 1.4.5.2 When an unannounced observation is made, an oral debriefing is required and it is suggested that this occur within two working days after the observation.
3. 1.4.5.3 It is suggested that a reasonable number of unannounced observations be made. Unannounced observations will be for the purpose of observing areas of concern only (~~1s and 2s~~ minimally effective or below).
4. 1.5 For provisional teachers who have received a ~~1 or 2~~ not effective on their summative evaluation and probationary teachers an improvement letter will be prepared. Then there will be two formative announced evaluations and one summative announced evaluation which are not cumulative. It is recommended that within two working days after each of the two ~~formative~~ summative evaluations and ~~the summative evaluation,~~ and only the final summative evaluation scores be given to the teacher. If an improvement letter is needed, the letter must be delivered or mailed within fifteen calendar days of the final evaluation. The contents should be discussed with the educator unless it is necessary to send the letter by certified mail. The summative evaluation would be the only one which counts, and it is not cumulative. All ten scales will be observed for the two formative and one summative evaluation. Unannounced observations will be for the purpose of observing areas of concern.
5. Alpine School District will comply with State/Board Rule and Administrative Code.

Negotiated: September 28, 1999

Negotiated Revision: May 18, 2010

Negotiated Revision: June 9, 2015

Alpine School District
Educator's Evaluation Process



Note: All reference to days will mean calendar days with the exception of those marked with an asterisk (*). Those marked with an asterisk will mean calendar days excluding Board of Education approved holidays.

- 4057A Educator Evaluation Policy
- 4057A Education Policy
-

Policy No. 4057A

(Ref:) Procedure No. 4057

PERSONNEL CERTIFIED

Definitions:

1. Educator: All licensed staff members
2. Supervisor: Those responsible for the evaluation of other licensed staff members.
3. Lines of Evidence: The data educators gather to demonstrate goals or standards are being met.
4. Formative Evaluation: When an educator participates in: Annual Self Assessments, goal setting with a supervisor, professional learning, lines of evidence, and time for reflection. Those endeavors which prepare the educator for the Summative Evaluation.
5. Summative Evaluation: When an educator participates in: Collecting lines of evidence, reviewing goals, determining that all Utah Effective Teaching Standards are being met. (This will also include the student growth component and stakeholder input component when developed.)
6. Performance Expectation Definition: The *Utah Teaching Observation Tool* is comprised of 10 standards that articulate effective teaching and learning (Utah Effective Teaching Standards, March 2013). Each standard has a **Performance Expectation** (1.1, 1.2, 2.1, 3.1, 3.2, etc.) that serves as a measurement of performance, a source of information, and a guide for professional learning and support. Each performance expectation is comprised of indicators from the Utah Effective Teaching Standards that can be referred to for additional support and guidance. For example Performance Expectation 1.1 is comprised of indicators 1a and 2e.

1.0 EDUCATOR EVALUATION

1. 1.1 Teacher evaluation is for the purpose of recognizing and encouraging teacher behaviors which contribute to student progress. Evaluations should unify faculties in working toward common school goals for effective instruction.
2. 1.2 Teacher evaluation should promote the professional growth of the teacher by identifying and reinforcing strengths and establishing goals for improvement. Teacher evaluation will provide assistance for those whose performances is ~~marginally~~ minimally effective, or not effective. Supervisors will work with the educators who have been identified as minimally ~~or marginally~~ effective by providing a written Plan of Assistance (POA).

3. 1.3 Evaluation of provisional educators: 1.1. 1.3.1 Provisional educators. Supervisors shall conduct a minimum of two summative observations of all provisional educators annually. The educator shall complete one self-evaluation (formative), and with their supervisor engage in setting goals (formative), gathering lines of evidence (formative), and discussing progress of goals (formative). The supervisor and educator shall use the Utah Effective Teaching Standards (all 10 Standards; including self evaluations, student growth performance, components and stakeholder feedback components). Summative observation evaluations must be finalized and submitted to the Human Resources office on or before March 1st of the current school year. Stakeholder and input must should be finalized by April 1. Student Growth & Learning (SGP/SLO) evaluations should be finalized and submitted to the Human Resource office on or before May 1st March 1st if using a lagging indicator from the previous school year data and May 1st if using SLO data from the current year. or Sept. 1 if using the most recent school data of the current school year.
4. 1.4 Evaluation of probationary educators: 1.1. 1.4.1 Probationary educators. Principals shall conduct a minimum of two observations, of all probationary educators during the term of probation (at least annually). The educator and their supervisor shall engage in setting goals (summative), gathering lines of evidence (summative), and discussing progress of goals (summative). The supervisor and educator shall use the Utah Effective Teaching Standards (all 10 Standards, including self evaluation, stakeholder input and student growth components). Observation Evaluations must be finalized and submitted to the Human Resources office on or before March 1st of the current school year. Student Growth and Stakeholder feedback must be finalized and submitted to the Human Resource office on or before May 1st. Summative observation evaluations must be finalized and submitted to the Human Resource office on or before March 1st of the current school ear. Stakeholder input should be finalized and submitted to the Human Resource office on or before March 1st if using a lagging indicator from the previous school year data and May 1st if using SLO data from the current year.
5. 1.5 Evaluation of career educators. 1.1. 1.5.1 Educators with three or more years of teaching experience (at least one of which is in Alpine School District) shall be evaluated annually using the Utah Effective Teaching Standards (10 Standards; Including the self evaluation, stakeholder input, and student growth components). These evaluations shall include one self evaluation and one summative by the supervisor. It is important to note that educators who are not meeting standards during their formative years will be moved to probation status immediately. 1.1. 1.5.2 Alpine School District's full evaluation program will consist of using the Utah Effectiveness Teaching Standards within the District's annual evaluation rotation. Year one review will be on Standards: ~~1,2,3,6,7,~~ and ~~10~~ 1,2,3,4,5,6,7,8,9,10, a self evaluation, student growth, and stakeholder input; year two will include Standards: ~~4,5,10,3-5, 3-~~ No more than 5 3-5 performance expectations selected by the supervisor and the educator based on the previous years evaluation or desired area of growth, a self evaluation, student growth, and stakeholder input; year three shall include Standards: ~~8,9,10,~~ No more than 5 3-5 performance expectations based on school goals or areas of desired growth, a self evaluation, student growth, and stakeholder input. Summative observation evaluations must be finalized and submitted to the Human Resource office on or before March 1st of the current school ear. Stakeholder input should be finalized and submitted to the Human Resource office on or before

March 1st if using a lagging indicator from the previous school year data and May 1st if using SLO data from the current year.

2.0 EDUCATOR'S EVALUATION PROCESS

1. 2.1 Check with District Office/Human Resources to access a copy of the Flow Chart, or obtain a copy on the District web-site under Human Resources Forms.
2. 2.2 Teachers may add a response to the supervisor's evaluation within ten calendar days of the evaluation review.
3. 2.3 Until the pilot of the new Utah Effective Teaching Standards evaluation instrument is fully implemented, the prior Educator Evaluation policy 4057 negotiated on May 24, 2011 (known as SET), will be in effect for some educators. Educators will rotate onto the 2013 2015 revised policy incrementally as the pilot evaluation is fully implemented.

Negotiated: May 21, 2013

Negotiated: June 09, 2015