

Alpine School District
&
Alpine Education Association
Certified Negotiated Agreement

2019-2020

May 1, 2019

The enclosed items are additions, corrections, or deletions to
the 2018-19 Negotiated Agreement

Negotiation Teams:

AEA TEAM

Michael D. Gowans, Spokesman
Glenda Anderson, Alpine UniServ
Brandon Engles
Lois Johnson
Bette Jo McLelland
Derek Smith
Brooke Anderson

BOARD TEAM

Kevin Cox, Spokesman
Cami Larsen
Craig Jensen
Rob Smith
John Patten

Signature Page for the 2019-20 Negotiated Agreement



Michael D. Gowans



Kevin Cox



Date



Date

CERTIFIED SETTLEMENT 2019-20

1. Alpine School District agrees to add a 5.8% COLA.
(2019-20 base salary is \$35,976 for purposes of retirement stipend calculation. 2020-21 base salary will be lane 1 step 1.)
2. Alpine School District agrees to fund step and lane.
3. Alpine School District agrees to fund insurance increase on base plan (Plan 4)
(See attached)
4. Equalize secondary extra class payment. (i.e., extra class will be 1/7th of salary, see attached)
5. 4078-Bullying/Harassment/Hazing Policy (Attached)
6. 4054- Personnel Records (Attached)
7. 4065- Attendance at Meeting (Attached)
8. 4070- Job Sharing (Attached)
9. 4073- Standards of Dress and Grooming (Attached)
10. 4075- Educator Preparation Time (Attached)
11. 4075.1- Elementary Educator Preparation Time (Attached)
12. 4076- Student Educators (Attached)
13. 4019- Health and Disability Leave (Attached)
14. 4027- Compensation Salary Index (Attached)
15. 4028- Salary Lane Changes (Attached)
16. 4033-Retirement Incentives and Eligibility (Attached)
17. 4048- Prior Experience (Attached)
18. 4057(a)- Educator Evaluation (Attached)
19. 4087- Orderly Termination for Certificated Personnel (Attached)
20. Alpine School District and Alpine Education Association recognize the substantial workload that teachers carry. We commit to working jointly to explore options and implement solutions.

Alpine School District
Teacher Salary Schedule
Fiscal Year 2019-20

High School Extended Year - Per Period Per Term

Step	Lane I		Lane II		Lane III		Lane IV		Lane V		Lane VI		Lane VII		Lane VIII		Lane IX	
	B.S. Degree	1-Period per Term	B.S. Degree +20 Sem. Hrs	1-Period per Term	B.S. Degree +37 Sem. Hrs	1-Period per Term	B.S. Degree +50 Sem. Hrs	1-Period per Term	B.S. Degree +70 Sem. Hrs	1-Period per Term	M.S. Degree	1-Period per Term	M.S. Degree +20 Sem. Hrs	1-Period per Term	M.S. Degree +37 Sem. Hrs	1-Period per Term	Ph.D Degree	1-Period per Term
1	40,021	1,667.54	40,625	1,692.71	41,233	1,718.04	41,849	1,743.71	41,849	1,743.71	41,849	1,743.71	42,158	1,756.58	42,467	1,769.46	42,775	1,782.29
2	40,869	1,702.88	41,684	1,736.83	42,399	1,766.63	43,325	1,805.21	43,325	1,805.21	43,325	1,805.21	43,942	1,830.92	44,560	1,856.67	45,177	1,882.38
3	41,718	1,738.25	42,742	1,780.92	43,566	1,815.25	44,800	1,866.67	44,800	1,866.67	44,800	1,866.67	45,727	1,905.29	46,652	1,943.93	47,578	1,982.42
4	42,569	1,773.71	43,803	1,825.13	44,732	1,863.83	46,276	1,928.17	46,276	1,928.17	46,276	1,928.17	47,511	1,979.63	48,749	2,031.21	49,983	2,082.63
5	44,115	1,838.13	45,350	1,889.58	46,276	1,928.17	47,819	1,992.46	47,819	1,992.46	47,819	1,992.46	49,057	2,044.04	50,292	2,095.50	52,144	2,172.67
6	45,659	1,902.46	47,202	1,966.75	48,440	2,018.33	50,292	2,095.50	50,292	2,095.50	50,292	2,095.50	51,527	2,146.96	52,765	2,198.54	54,617	2,275.71
7	47,819	1,992.46	49,366	2,056.92	50,601	2,108.38	52,456	2,185.67	52,456	2,185.67	52,456	2,185.67	53,691	2,237.13	54,925	2,288.54	56,781	2,365.88
8	49,983	2,082.63	51,527	2,146.96	52,765	2,198.54	54,617	2,275.71	54,617	2,275.71	54,617	2,275.71	55,851	2,327.13	57,090	2,378.75	58,941	2,455.88
9	52,144	2,172.67	53,691	2,237.13	54,925	2,288.54	56,781	2,365.88	56,781	2,365.88	56,781	2,365.88	58,015	2,417.29	59,250	2,468.75	61,106	2,546.08
10	54,308	2,262.83	55,851	2,327.13	57,090	2,378.75	58,941	2,455.88	58,941	2,455.88	58,941	2,455.88	60,178	2,507.42	61,414	2,558.92	63,266	2,636.08
11	56,469	2,352.88	58,015	2,417.29	59,250	2,468.75	61,106	2,546.08	61,106	2,546.08	61,106	2,546.08	62,340	2,597.50	63,575	2,648.96	65,429	2,726.21
12	58,632	2,443.00	61,722	2,571.75	62,340	2,597.50	64,195	2,674.79	64,195	2,674.79	64,195	2,674.79	65,429	2,726.21	66,663	2,777.63	68,519	2,854.96
15					65,429	2,726.21	67,282	2,803.42	67,282	2,803.42	67,282	2,803.42	68,519	2,854.96	69,753	2,906.38	71,606	2,983.58
18					69,136	2,860.67	70,371	2,932.13	70,371	2,932.13	70,371	2,932.13	71,606	2,983.58	72,844	3,035.17	74,696	3,112.33
21					73,461	3,060.88	73,461	3,060.88	73,461	3,060.88	73,461	3,060.88	74,696	3,112.33	75,930	3,163.75	77,786	3,241.08
24					77,527	3,230.29	77,527	3,230.29	77,527	3,230.29	77,527	3,230.29	78,145	3,256.04	79,379	3,307.46	81,235	3,384.79
27							80,734	3,363.92	80,734	3,363.92	80,734	3,363.92	81,973	3,415.54	83,207	3,466.96	85,059	3,544.13

For fiscal year 2019-20, the salary schedule base was increased by 5.6%.

INSURANCE COST FOR SEPT 1, 2019 - AUGUST 31, 2020
Monthly

	Care Plus Plan 1		Care Plus Plan 2		Care Plus Plan 3		Care Plus Plan 4		HSA Plan 5		Disability	Life Family	Life Single
	Single	Two-party	Family	Single	Two-party	Family	Single	Two-party	Family	Single			
Premium Cost	\$656.62	\$1,449.20	\$2,078.65	\$614.83	\$1,356.97	\$1,946.36	\$598.85	\$1,321.72	\$1,895.82	\$514.20	\$1,136.03	\$1,629.47	
Deposit in HSA										\$51.45	\$112.48	\$161.29	
Total Premium Cost	\$656.62	\$1,449.20	\$2,078.65	\$614.83	\$1,356.97	\$1,946.36	\$598.85	\$1,321.72	\$1,895.82	\$565.65	\$1,248.51	\$1,790.76	
										\$565.65	\$1,248.51	\$1,790.76	%
Contracted Classified													
1260+ hours per year	\$116.78	\$244.55	\$347.11	\$74.99	\$152.32	\$214.82	\$59.01	\$117.07	\$164.28	\$25.81	\$43.86	\$59.22	\$0.00
1070 - 1259 hours per year	\$192.36	\$413.20	\$589.53	\$150.57	\$320.97	\$457.24	\$134.59	\$285.72	\$406.70	\$101.39	\$212.51	\$301.64	\$1.78
890 - 1069 hours per year	\$273.33	\$593.90	\$849.26	\$231.54	\$501.67	\$716.97	\$215.56	\$466.42	\$666.43	\$182.36	\$393.21	\$561.37	\$3.69
637 - 889 hours per year	\$348.91	\$762.55	\$1,091.67	\$307.12	\$670.32	\$959.38	\$291.14	\$635.07	\$908.84	\$257.94	\$561.86	\$803.78	\$5.47
Bus Drivers	\$257.14	\$557.76	\$797.31	\$215.35	\$465.53	\$665.02	\$199.37	\$430.28	\$614.48	\$166.17	\$357.07	\$509.42	\$3.31
Administrators	\$130.97	\$260.69	\$367.89	\$89.18	\$166.46	\$235.60	\$73.20	\$133.21	\$185.06	\$40.00	\$60.00	\$80.00	\$0.00
Certified													
1.00 FTE	\$90.97	\$200.69	\$287.89	\$49.18	\$108.46	\$155.60	\$33.20	\$73.21	\$105.06	\$0.00	\$0.00	\$0.00	\$0.00
.90 FTE	\$147.54	\$325.54	\$466.97	\$105.75	\$233.31	\$334.66	\$69.77	\$198.06	\$284.14	\$56.57	\$124.85	\$179.08	\$1.27
.88 FTE	\$158.85	\$350.51	\$502.78	\$117.06	\$256.28	\$370.49	\$101.08	\$223.03	\$319.95	\$67.88	\$149.82	\$214.89	\$1.53
.86 FTE	\$170.16	\$375.48	\$538.60	\$128.37	\$283.25	\$406.31	\$112.39	\$248.00	\$355.77	\$79.19	\$174.79	\$250.71	\$1.78
.85 FTE	\$175.82	\$387.97	\$556.50	\$134.03	\$295.74	\$424.21	\$118.05	\$280.49	\$373.67	\$84.85	\$187.28	\$268.61	\$1.91
.84 FTE	\$181.47	\$400.45	\$574.41	\$139.68	\$308.22	\$442.12	\$123.70	\$272.97	\$391.58	\$90.50	\$199.76	\$286.52	\$2.04
.83 FTE	\$187.13	\$412.94	\$592.32	\$145.34	\$320.71	\$460.03	\$129.36	\$285.46	\$409.49	\$96.16	\$212.25	\$304.43	\$2.16
.80 FTE	\$204.10	\$450.39	\$646.04	\$162.31	\$358.16	\$513.75	\$146.33	\$322.91	\$463.21	\$113.13	\$249.70	\$358.15	\$2.54
.75 FTE	\$232.38	\$512.82	\$735.58	\$190.59	\$420.59	\$603.29	\$174.61	\$385.34	\$552.75	\$141.41	\$312.13	\$447.69	\$3.18
.71 FTE	\$255.01	\$562.76	\$807.21	\$213.22	\$470.53	\$674.92	\$197.24	\$435.28	\$624.38	\$164.04	\$362.07	\$519.32	\$3.69
.70 FTE	\$260.67	\$575.24	\$825.12	\$218.88	\$483.01	\$692.83	\$202.90	\$447.76	\$642.29	\$169.70	\$374.55	\$537.23	\$3.82
.67 FTE	\$277.63	\$612.70	\$878.84	\$235.84	\$520.47	\$746.55	\$219.86	\$485.22	\$696.01	\$186.66	\$412.01	\$590.95	\$4.20
.65 FTE	\$288.95	\$637.67	\$914.66	\$247.16	\$545.44	\$782.37	\$231.18	\$510.19	\$731.83	\$197.98	\$436.98	\$626.77	\$4.45
.64 FTE	\$294.60	\$650.15	\$932.56	\$252.81	\$557.92	\$800.27	\$236.83	\$522.67	\$749.73	\$203.63	\$449.46	\$644.67	\$4.58
.63 FTE	\$300.26	\$662.64	\$950.47	\$258.47	\$570.41	\$818.18	\$242.49	\$535.16	\$767.64	\$209.29	\$461.95	\$662.58	\$4.71
.60 FTE	\$317.23	\$700.09	\$1,004.19	\$275.44	\$607.86	\$871.90	\$258.46	\$572.61	\$821.36	\$226.26	\$499.40	\$716.30	\$5.09
.57 FTE	\$334.20	\$737.55	\$1,057.92	\$292.41	\$645.32	\$925.63	\$276.43	\$610.07	\$875.09	\$243.23	\$536.86	\$770.03	\$5.47
.50 FTE	\$373.80	\$824.95	\$1,183.27	\$332.01	\$732.72	\$1,050.98	\$316.03	\$697.47	\$1,000.44	\$282.83	\$624.26	\$895.38	\$6.36

**Alpine School District
Teacher Salary Schedule
Fiscal Year 2019-20**

Step	Lane 1 - B.S. Degree										Lane 1E	Lane 1F
	Lane 1 Elem (K, Traditional) Sr. High (Tch/Media)	Lane 1A Elementary Extended Day	Lane 1B Jr. High/Middle Tch 6 Periods w/ Productivity	Lane 1C Jr. High/Middle Tch 7 Periods w/ Productivity	Lane 1D Sr. High Teacher Extra Period for Half Year	Lane 1E Sr. High Teacher Extra Period for Full Year	Lane 1F Jr. High/Middle Media Specialist					
	Index	Base	+ 13.6680%	+ 7.0270%	+ 23.4749%	+ 7.14%	+ 14.29%	+ 9.1892%				
1	1.11243	\$40,021	\$45,491	\$42,833	\$49,416	\$42,879	\$45,738	\$43,698				
2	1.13601	\$40,869	\$46,455	\$43,741	\$50,463	\$43,788	\$46,708	\$44,625				
3	1.15960	\$41,718	\$47,420	\$44,649	\$51,511	\$44,698	\$47,677	\$45,551				
4	1.18325	\$42,569	\$48,387	\$45,560	\$52,562	\$45,609	\$48,650	\$46,480				
5	1.22624	\$44,115	\$50,145	\$47,215	\$54,471	\$47,286	\$50,417	\$48,169				
6	1.26914	\$45,659	\$51,899	\$48,867	\$56,377	\$48,920	\$52,181	\$49,854				
7	1.32920	\$47,819	\$54,355	\$51,180	\$59,045	\$51,235	\$54,651	\$52,214				
8	1.38935	\$49,983	\$56,815	\$53,496	\$61,717	\$53,554	\$57,124	\$54,576				
9	1.44941	\$52,144	\$59,271	\$55,808	\$64,385	\$55,869	\$59,593	\$56,936				
10	1.50956	\$54,308	\$61,731	\$58,124	\$67,057	\$58,187	\$62,066	\$59,298				
11	1.56962	\$56,469	\$64,187	\$60,437	\$69,725	\$60,502	\$64,536	\$61,658				
12	1.62977	\$58,633	\$66,647	\$62,753	\$72,397	\$62,821	\$67,009	\$64,020				

Secondary Substitute Pay (Per Period) = \$38.55

- LANE 1 = 7 HRS/DAY, 185 DAYS
 LANE 1A = 8 HRS/DAY FOR 177 DAYS & 7 HRS/DAY FOR 8 DAYS
 LANE 1B = 185 DAYS + 13 PRODUCTIVITY DAYS (0.8333 FTE)=9.5 PRODUCTIVITY DAYS, 4 PERIODS (0.6667 FTE)=8 PRODUCTIVITY DAYS, 3 PERIODS (0.5 FTE)=6.5 PRODUCTIVITY DAYS)
 LANE 1C = 185 DAYS + 17 PRODUCTIVITY DAYS AND 1 ADDITIONAL CLASS
 LANE 1D = 185 DAYS + 1 ADDITIONAL CLASS FOR 1 SEMESTER
 LANE 1E = 185 DAYS + 1 ADDITIONAL CLASS FOR 2 SEMESTERS
 LANE 1F = 185 DAYS + 17 ADDITIONAL DAYS

- Salary Schedule Base** **\$35,976**
- For fiscal year 2019-20, the salary schedule base was increased by 5.8%.
- | | | |
|--------------------|------|---------|
| Summer School Rate | 2016 | \$33.37 |
| | 2017 | \$33.70 |
| | 2018 | \$35.04 |
| | 2019 | \$36.44 |
| | 2020 | \$38.55 |
- Educators are placed on lanes in accordance with the current status of the educator. Lane placement may be changed if the status of the educator changes. Reasons for change can include, but are not limited to:
 - Mutual agreement between the educator and administrator that total hours worked increase or decrease.
 - Unsatisfactory performance by the educator where the supervisor made a sincere effort to help the educator remediate the unsatisfactory performance, resulting in a decrease of total hours worked.
 - Reasonable advance written notice of planned increase/decrease. A minimum of 20 working days' notice is recommended. In case of extreme or serious problems, no advance notice is required.
 - Compensation for lanes beyond the base lane is excluded from the computation of any early retirement stipend benefit.

BULLYING/ HARASSMENT/ HAZING POLICY

Alpine School District is committed to provide students and employees with safe and secure learning and working environments. A student's ability to achieve academically and an employee's quality of performance can be reduced by bullying, cyberbullying, harassment, hazing, and/or retaliation. Such actions and behaviors can impact a student's or employee's attendance as well as his/her sense of well-being and may result in physical illness, mental and emotional anguish and long-term social consequences.

Alpine School District prohibits bullying, cyberbullying, harassment, hazing, and retaliation of employees by students or employees at school/work or at school/work related functions (Ref: [Utah Code Rule R277-613](#)). All victims of such incidences and all persons with knowledge of such incidences should report them immediately.

DEFINITIONS

1. Bullying is defined as aggressive behavior that causes harm or distress, exists in a relationship in which there is an imbalance of power or strength and is repeated over time.

1.1 Physical bullying includes, but is not limited to, pushing, grabbing, pinching, shoving, poking, tripping, kicking, hitting, and destroying property.

1.2 Verbal or written bullying includes, but is not limited to, name calling, unwelcome teasing, spreading false rumors, intimidation, sexual comments, harassing and threatening comments which are communicated verbally, in writing, or through electronic media(cyberbullying).

2. Cyber-bullying is defined as using the internet, a mobile phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.

3. Harassment is defined as repeatedly communicating to another individual, in an objectively demeaning or disparaging manner, statements that contribute to a hostile learning or work environment for the individual. This includes rumor spreading and social aggression intended to demean and disparage another individual and that contributes to a hostile learning or work environment for that individual.

4. Hazing is defined as intentionally or knowingly committing an act that:

4.1 endangers the physical health or safety of a school employee or student,

4.2 involves any brutality of a physical nature such as inappropriate touching, whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements,

4.3 involves requiring or forcing the consumption of any food, liquor, drug, or other substance,

4.4 involves physically obstructing a school employee's or student's freedom to move,

1. 4.4.1 and is done for the purpose of initiation or admission into, affiliation with, holding office in, or as a condition for, membership or acceptance, or continued membership or acceptance, in any school sponsored team, organization, program, or event, or
2. 4.4.2 if the person committing the act against a school employee or student knew that the school employee or student is a member of, or candidate for a school sponsored team, organization, program, or event to which the person committing the act belongs to or participates in.

5. Retaliation is defined as:

5.1 retribution against a person for reporting bullying, cyberbullying, harassment, or hazing; or

5.2 tampering with the investigation of, or the response to, a report of bullying, cyberbullying, harassment, or hazing.

PROCEDURE 4078

1. PROCEDURE FOR REPORTING/ INVESTIGATING EMPLOYEE HARASSMENT

1. Individuals affected by harassment are afforded avenues for filing complaints which are free from bias, collusion, intimidation or reprisal.
2. Complainants are encouraged to verbalize disapproval of the action(s) to the harasser. Complainants should document the occurrence(s), identifying such things as time, date, place, what was said, witnesses and other relevant circumstances surrounding the event.
3. The complainant should submit a written complaint directly to the immediate supervisor. However, in cases where the supervisor is the alleged harasser, the complainant should make the complaint to his/her supervisor's supervisor or to the administrator of personnel.
4. The school administrator or supervisor has the responsibility to conduct a preliminary review when an informal complaint is received or alleged harassment is observed. This is separate from, but may lead to, a formal investigation. Steps the supervisor is advised to follow include:
 1. Interview the complainant and document the conversation. Instruct the complainant to have no contact or communication with the alleged harasser.
 2. Interview the alleged harasser and inform him/her that a complaint has been made and, if the behavior has occurred, it must cease. If it appears likely that harassment has occurred, write a letter of warning stating that a complaint has been made and indicating directives to cease harassment.
 3. Report back to the complainant notifying him/her as to what has been done and that the behavior is expected to stop.
 4. If complainant wishes further investigation, notify him/her to put the complaint in writing to be considered for a formal investigation. The supervisor should document the notification.
 5. The supervisor must sometimes exercise discretion as to the severity or pervasiveness of the conduct in determining whether

a formal investigation necessary regardless of the complainant's desires. If a blatant violation is determined to have occurred, the complaint should be referred to the formal level.

5. Formal Investigation

1. If the supervisor feels that a formal investigation is necessary due to the severity of the harassment or due to a repeated offense, the supervisor will work with a Human Resources director to conduct a formal investigation.
2. If the formal investigation reveals that harassment has occurred, corrective action ranging from a verbal or written warning to the accused specifying the nature of the complaint, up to a recommendation for termination may be taken.
3. If the formal investigation results in findings of a bad faith/false claim, the person filing such shall be subject to corrective or disciplinary action.

PERSONNEL CERTIFIED

1.0 PERSONNEL RECORDS

1.1 ~~An employee's individual~~ personnel records are open **for review** to all employees upon request. ~~Only that information which is clearly marked confidential by former employers or universities will not be available for inspection.~~

1.2 Only those records kept in the official files at the district office shall be used in the event of a disputation. These files are open and may be examined by employees upon request, except for those university documents which are clearly marked confidential. Principals and supervisors shall be allowed and are encouraged to keep records for the purpose of enhancing classroom learning. Any items to be placed in the official file which might be considered derogatory or negative must first be read **and signed** by the educator. The educators' signature will be requested to acknowledge the material by their his/her signature indicating that they he/she have ~~has~~ seen the material, but the signature does not necessarily indicate agreement. In the event that an educator will not acknowledge the record to be placed in the file, then a discussion with the supervisor shall occur and the material placed in the file along with **a written statement of the date the record was presented to the teacher and** acknowledgement by the principal and the supervisor indicating that the educator refused to sign. **The educator will receive a copy of the record.**

Negotiated: June 19, 1979

Negotiated: 2019

Policy No. 4065

PERSONNEL CERTIFIED

1.0 ATTENDANCE AT MEETINGS

1.1 Attendance at Faculty Meetings

1.1.1 Faculty meetings are necessary to discuss problems and procedures at the local school level, and all educators are required to attend unless excused by the principal. Principals are to make wise use of written bulletins, and memorandums **and emails** to minimize the time required for faculty meetings. The principal has the right to call faculty meetings. The frequency, content, time, and other details pertaining to faculty meetings shall be determined by the principal after consultation with the faculty. **Faculty meeting should not be held in place of collaboration. In addition when calling and holding faculty meetings, contract time should be taken into consideration and every attempt to avoid going over contract time should be taken.**

Negotiated: September 13, 1983

Negotiated: 2019

Policy No. 4070

(Ref:) Procedures No. 4070

(Ref:) Rules and Regulations No. 4070

PERSONNEL CERTIFIED

1.0 JOB SHARING

1.1 The Board of Education recognizes that instruction is the most important single activity of the school system. The primary function of all other departments of the school system is to support the instruction program and to maintain a quality program of education for the school system. Job sharing is encouraged under conditions that will attract and hold the highest qualified personnel.

1.2 Eligibility for Participation

1.2.1 Consideration for participation on a job sharing team requires a minimum of two years of successful teaching experience in Alpine School District.

1.2.2 ~~Recommendation~~ **Approval** by the principal/supervisor of the school where the proposed job share would occur.

1.2.3 Agreement of the applicants to a minimum of one (1) full year of job share service.

1.3 Negotiated agreement and District policies and procedures shall govern salary, fringe benefits, and all other aspects of the program.

1.4 The District may terminate the program at its option. In such an event, impacted teachers shall be given an opportunity to be assigned to another teaching position.

Board Approved: December 9, 1986

Negotiated 2019

Policy No. 4073

PERSONNEL CERTIFIED

1.0 STANDARDS OF DRESS AND GROOMING

1.1 Dress and Grooming - Faculty

1.1.1 As fads and extremes of dress and appearance tend to attract improper attention to the individual, the Alpine School District Board of Education requires its personnel to conform to standards that avoid extremes and exemplify personal cleanliness.

1.1.2 Faculty members shall be well groomed and expected to dress in a professional and appropriate manner.

1.1.3 Adherence to these standards is the responsibility of the employee. The enforcement of these standards is the responsibility of the school principal and his/her staff.

1.2 Guidelines

1.2.1 ~~Whiskers~~ **Facial Hair**: Neatly trimmed beards, **goatees** and mustaches.

1.2.2 Hair: Must be clean and well-groomed.

1.2.3 Clothing: Must be clean, neat and modest. Cutoffs and/or "grubbie" clothing are prohibited. Casual wear may be worn to special activities approved by the principal.

1.2.4 Footwear: All personnel are required to wear appropriate footwear.

Negotiated: 1982

Negotiated: 2019

Policy No. 4075

PERSONNEL CERTIFIED

1.0 EDUCATOR PREPARATION TIME

1.1 Recognizing that educator preparation time is a valuable component of the education process, the Alpine Board of Education hereby establishes specific guidelines for the implementation and supervision of educator preparation time. It should be understood that the time set aside for preparation purposes is to be used toward the improvement of the teaching process.

1.2 The time is to be used by each educator in correcting assignments, creating lesson plans, and doing other activities which are related to ~~his~~ **their** teaching duties.

1.3 The use of this designated period shall not be used routinely for unrelated tasks such as hall duty and lunchroom duty.

1.4 Occasionally, the principal or supervisor may ask an educators to perform school-related tasks during ~~his~~ **their** preparation period. Educators may accept, provided that they are ~~he/she~~ is not engaged in professional activities which they ~~he/she~~ considers to be of a higher priority.

1.5 Until such time as monies are available to establish appropriate preparation periods for elementary educators, principals are given flexibility in organizing school schedules. Flexible scheduling, teaming, spot-media center supervision, 30 minute lunch periods, and other innovations, if practical, may be used to develop a preparation schedule.

1.6 The district administration will support the preparation time concept by assisting those elementary schools which do not have the optional preparation afternoon and who desire to acquire it by providing busing and other logistical support.

1.7 The elementary preparation program piloted during the 1992-93 school year is an accepted traditional and/or extended year schedule; however, starting and ending times may be changed as needed.

Negotiated: September 13, 1983

Negotiated Revision: September 8, 1993

Negotiated 2019

Policy No. 4075.1

PERSONNEL CERTIFIED

1.0 ELEMENTARY EDUCATOR PREPARATION TIME

1.1 The Board agrees to work with the association in providing preparation time for elementary educators. In the process, all parties concerned must keep in mind that the changes and practices designed and implemented must contribute to the general welfare and educational progress of the children we serve and within our ability to finance such a program.

1.2 In support of the above declaration, the District and the certified employee organization that represents ~~a majority~~ **the greatest number** of certificated employees will cooperatively develop an evaluation process to assess the effectiveness of the program. The termination of the program must be through negotiated agreement between the Association and the District.

1.2.1 Approximately 20 certificated educators will be hired as specialists for elementary schools. The specialist shall have the same preparation time provided teachers in their building: i.e., if teachers in a building receive 30 minutes preparation time per week, then the specialist would have 30 minutes per week. If the specialist provides service to more than one school, the specialist shall not have preparation time in both schools.

1.3 The Board agrees to provide four hours of aide time for twenty (20) extended year and traditional schools to help provide coverage for the morning recess, some additional coverage for noon recess and ~~some clerical time~~ **coverage for media center or library time.**

Negotiated: November 1, 1985

Negotiated Revision: October 14, 1986

Negotiated Revision: May 19, 1992

Negotiated Revision: September 8, 1993

Negotiated Revision: August 21, 1995

Negotiated Revision: August 16, 1996

Negotiated Revision: March 14, 1997

Negotiated Revision: July 26, 2000

Negotiated Revision: June 12, 2007



PERSONNEL CERTIFIED

1.0 STUDENT EDUCATORS

1.1 Educators are encouraged to cooperate with universities in assisting university students in their study and training to become qualified educators. Educators may make application for student teachers to their principal.

1.2 As a general rule, educators that are serving as a cooperating teacher for a university, should not be used for substitutes or any other duty that takes them away from serving as a cooperating teacher.

1.3 As a general rule, educators that are within ~~in~~ their first three years in Alpine School District and/or completing an ARL should not be used as a cooperating teacher. Exceptions would require supervisor approval.

Board Approved

Negotiated

2019

Policy No. 4019

(Ref)Procedure No. 4019

PERSONNEL CERTIFIED

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

1.0 HEALTH, AND DISABILITY, AND POSTPARTUM 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 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.

1.2.5 A retired career educator will not be eligible for the 180 days sick leave benefit. They will earn seven (7) days of sick leave per year which may accrue to a maximum of 21 days. Individuals other than retired Alpine employees who were hired prior to March 1, 2006, are eligible for the 180 days sick leave benefit.

1.3 An educator absent from work for a period of twenty-one (21) consecutive calendar days for health or disability reasons must supply the Human Resources department with a medical doctor's statement regarding the exact nature of the disability and shall include the doctor's prognosis of when the employee can return to work.

1.4 An educator who has taken twenty-one (21) consecutive calendar days or more of health and disability leave in any one school year or who establishes a pattern of sick leave use which might indicate a possible misuse, may have the

reasons for leave reviewed by a panel consisting of three administrators to be appointed by the superintendent. The employee will be asked to appear before the panel. In the event it is determined that the benefit is being misused, the panel will make recommendations for action to the superintendent and to the employee.

1.5 If the spouse or child of an educator has surgery or is hospitalized, the educator may be excused up to three days for the admittance, release and the day of surgery, but unless the patient is critical the educator should be in school during the period of recovery.

- 1.5.1 All special requests for health/disability leave beyond that which is specified in this policy shall be referred to the principal for individual consideration. At the principal's discretion up to 5 additional days may be allowed or denied. Upon denial, the employee may appeal directly to the Superintendent to request additional days.

1.6 Fitness to return to work after prolonged illness or disability will be determined by the educator's attending physician. In the event of a conflict with the attending physician the District administration, a second physician may be consulted at school board expense. In the event of a disagreement between the two doctors, a third doctor may be consulted to determine disposition of the case.

1.7 When poor health seems to impair an educator's ability to carry on work in a satisfactory manner, the Board of Education may request the educator to have a complete physical examination by a competent doctor of medicine.

1.8 Educators should plan their work and provide lesson plans so that their work will progress normally whenever they must be absent themselves from school.

1.9 Sick leave data is protected by HIPPA and will not be shared with any unqualified District employee or employee representative without written consent of the employee.

2.0 LONG TERM DISABILITY

- 2.1 Educators shall be provided with a long-term disability insurance policy with the full cost of the premium being paid by the Board of Education for a full time employee. The benefits of this policy become effective following the expiration of the 180 days health and disability leave. The employee must apply and meet the qualification of Educators Mutual (EMI Health).
- 2.2 Individuals who were on Long-Term Disability prior to the 1988-89 contract year and who qualify to stay on Long-Term Disability beyond the initial two (2) years shall have a waiver of premium to age 65.
- 2.3 Individuals who qualify for Long-Term Disability during the 1988-89 contract year and qualify to stay on Long-Term Disability beyond the initial two (2) years

shall be provided a conversion policy for health and accident insurance only to age 65. This benefit will discontinue at the close of the employee's 1988-89 contract year, but no later than August 31, 1989.

- . 2.4 Employees who qualify for Long-Term Disability and qualify to stay on Long-Term Disability beyond the initial two (2) years shall be provided a supplemental conversion policy to their Medicare coverage for health and accident insurance for a three (3) year period. This benefit will discontinue five (5) years from the date the individual qualified for Long-Term Disability.
- This is a benefit to the employee only and is effective to most employees qualifying subsequent to the 1988-89 school year.
- . 2.5 Employees who qualify for Long-Term Disability after June 30, 2011 will no longer be provided a supplemental conversion policy to their Medicare coverage for health and accident coverage for a three (3) year period.
- . 2.6 Beginning September 26, 2015 Tier 1 employees (as defined by the Utah Retirement System) who qualify for Long-term Disability (LTD) will have an elimination period of 120 days. Tier 2 employees (as defined by the Utah State Retirement System) who qualify for Long-Term Disability (LTD) will have an elimination period of 180 days.

3.0 POSTPARTUM LEAVE

3.1 Employees are allowed to use health and disability leave for postpartum recovery. See (link) for further information.

*See Policy No. 4047, Item 1.61 Negotiated: November 1, 1985

Negotiated Revision: August 25, 1987

Negotiated: September 27, 1988

Negotiated Revision: June 16, 1989

Negotiated: June 16, 1989

Negotiated Revision: June 16, 1989

Negotiated Revision: November 26, 1991

Negotiated Revision: May 24, 2011

Negotiated Revision: May 21, 2013

Negotiated Revision: May 6, 2014

Negotiated Revision: May 2015

Negotiated Revision: April 2017

Negotiated Revision: May 3, 2018

*Information Item: Re: Long-Term Disability

FAQs Maternity/Postpartum Sick Leave

✚ What kind of leave is available to me after I have my baby?

We are happy to help you during this exciting time! Alpine School District follows the health & disability leave policy for Maternity/Postpartum Sick Leave.

- #4019, certified
- #4412, classified

✚ How many sick days are allowed for maternity/postpartum sick leave?

Depending on the nature of your delivery you will have between 6-8 weeks for recovery. Alpine School District's sick leave is a consecutive calendar count, which includes weekends and all Holidays.

✚ Are all of my maternity/postpartum sick days paid for?

Approved sick leave is paid leave. The payment of sick leave is determined by whether you are a provisional or tenured employee. Provisional employees have 7 days of fully paid sick leave per year and can accumulate up to 21 days over a 3-year period. These days are at full pay with no dock to the employee. The rest of a provisional employee sick leave will have a \$50-day dollar dock for certified and \$30-day dock for classified. Once an employee is tenured (*start of the 4th year of contracted employment*) then all approved sick leave is at full pay, with no dock.

✚ What should I do to get my maternity/postpartum sick leave approved?

Once you have delivered your baby, please send the Human Resource Department (*Attn: Sandy DenBoer*) a letter from your attending doctor with the date of birth and the recommendation for recovery. It can be faxed to HR 801-610-8490. Once the letter has been received your sick leave will be approved and a letter will then be sent to your administrator and you stating the date you should return back to work.

✚ Can I extend my sick leave past the approved return date?

Once you have received notification of your return to work date, you can email Trudy Clark and request additional FMLA time. Employees that have worked for the district at least one year and have over 1250 working hours in the previous 12 month are eligible. FMLA is an unpaid leave and runs concurrent with your approved sick leave. You may also use your personal leave.

Policy No. 4027

PERSONNEL CERTIFIED

1.0 COMPENSATION SALARY INDEX

1.1 Salary indexes are used for educators in the District. The salary index is a means of insuring fair and equitable treatment to all members of the instructional staff. The schedule is based on training and experience. There is not salary distinction based on organizational level of the schools. ~~There is not salary differential based on sex.~~ The salary schedule for Occupational Therapists, and Physical Therapists, and School Psychologists are is an exception. There is not salary differential based on sex.

1.2 In the case of certificated educators who obtain advanced degrees after their employment with Alpine School District, before recognition of the degree is given for pay purposes, the educator must receive approval from the Administrator of Personnel that the degree enhances the educator's ability to teach in the District or prepares the educator for other district assignments. The salary lane change increase is not automatic and is subject to the approval of the Administrator of Personnel.

1.2.1 In cases where the educator disputes the ruling by the Administrator of Personnel, a panel consisting of two members appointed by the district and two members appointed by the association and a fifth person selected by the four appointees will make a recommendation on the proposed advanced degree. In cases where the four appointees cannot agree on the fifth panel member, then the fifth shall be drawn from four final nominees. Each member of the panel shall nominate two individuals. Each member may eliminate one of the eight nominees. The four remaining names will be placed in a box from which the fifth member's name will be drawn. The individual drawing will be determined by a toss of the coin.

1.3 This policy has application to all educators who earn advanced degrees after June 30, 1987. A current salary schedule can be given through the District Payroll Department.

Negotiated: October 14, 1986

Negotiated Revision: October 14, 1986

Negotiated Revision: August 25, 1987

Negotiated Revision: June 16, 1989

Negotiated Revision: September 18, 1990

Negotiated Revision: June 19, 2001

Negotiated Revision: May 24, 2002

Psychologist Salary Schedule - Fiscal Year 2019-20

As of: 5/2/2019 10:02

195 Day Contract - Base Contract with one school assignment

Step	MA	Daily Rate	MA +20	Daily Rate	MA +37 (Ed.S.)	Daily Rate	PH.D	Daily Rate
1	\$ 50,407	\$ 258.50	\$ 52,440	\$ 268.92	\$ 54,473	\$ 279.35	\$ 56,479	\$ 289.64
2	\$ 52,423	\$ 268.84	\$ 54,538	\$ 279.68	\$ 56,652	\$ 290.52	\$ 58,738	\$ 301.22
3	\$ 54,520	\$ 279.59	\$ 56,719	\$ 290.87	\$ 58,918	\$ 302.14	\$ 61,088	\$ 313.27
4	\$ 56,701	\$ 290.77	\$ 58,988	\$ 302.50	\$ 61,275	\$ 314.23	\$ 63,531	\$ 325.80
5	\$ 58,969	\$ 302.41	\$ 61,347	\$ 314.60	\$ 63,726	\$ 326.80	\$ 66,072	\$ 338.83
6	\$ 61,328	\$ 314.50	\$ 63,801	\$ 327.19	\$ 66,275	\$ 339.87	\$ 68,715	\$ 352.39
7	\$ 63,781	\$ 327.08	\$ 66,353	\$ 340.27	\$ 68,926	\$ 353.47	\$ 71,464	\$ 366.48
8	\$ 66,332	\$ 340.16	\$ 69,007	\$ 353.88	\$ 71,683	\$ 367.60	\$ 74,323	\$ 381.14
9	\$ 68,985	\$ 353.77	\$ 71,768	\$ 368.04	\$ 74,550	\$ 382.31	\$ 77,295	\$ 396.39
10	\$ 71,745	\$ 367.92	\$ 74,638	\$ 382.76	\$ 77,532	\$ 397.60	\$ 80,387	\$ 412.24
11	\$ 74,615	\$ 382.64	\$ 77,624	\$ 398.07	\$ 80,633	\$ 413.50	\$ 83,603	\$ 428.73
12	\$ 77,599	\$ 397.94	\$ 80,729	\$ 413.99	\$ 83,859	\$ 430.04	\$ 86,947	\$ 445.88
13	\$ 80,703	\$ 413.86	\$ 83,958	\$ 430.55	\$ 87,213	\$ 447.25	\$ 90,425	\$ 463.72

Assignment:

One school - base contract

Two schools - base contract + additional 26 days at daily rate

Three schools - base contract + additional 26 days at daily rate + \$6,000 stipend

PERSONNEL CERTIFIED

1.0 SALARY LANE CHANGES

1.1 Salary schedule step changes for experience are automatic and are handled yearly by the Business Services Department.

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.

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.

1.3.2 The program must be complimentary to and in support of the educator's major teaching assignment.

1.3.3 In the event of a conflict on proposed program, an appeal may be made to the Superintendent of Schools, or his designee and the Association president jointly.

1.3.4 The program ~~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.

1.3.5 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.

1.4 The following lane change requirements also apply beginning July 1, 1983:

1.4.1 ~~Three~~ Five semester hours of district prior approved inservice credit or ~~Utah State~~ USBE approved inservice credit may be earned each school year to be applied to lane changes beginning the ~~1983-84~~ 2019-20 school year.

1.4.2 All lane change credit, both college and inservice, must contribute to the specific assignment of the teacher and/or be educationally career enhancing for the applicant.

1.4.3 The inservice 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.

1.4.4 The decision that the above conditions have been satisfied shall be determined by the District Human Resources Office.

~~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.~~

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).

1.4.7 In the event that an educator's teaching specialty does not align with suitable college credits, the educator may submit a request to the appropriate department for prior approval of appropriate inservice or other credits as a substitution for all or part of the college credit requirement. In the event the appropriate department ~~Human Resources Office~~ rules against the request, it may be appealed ~~referred to Human Resources~~ the ~~appeals committee described above~~ for a decision.

~~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.~~

1.4.98 Beginning with the 2017-18 school year, contract professional development days will not qualify for lane change credit.

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

Negotiated Revision: May 3, 2018

PERSONNEL CERTIFIED

1.0 RETIREMENT INCENTIVES & ELIGIBILITY

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.

1.2 A certificated educator of the Alpine School District shall receive this benefit if he/she:

(a) submits the written application form to the Superintendent of the District by February 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.)

(b) is employed by the District as a certificated educator for the required time period immediately preceding retirement,

(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),

(d) agrees to, if requested by the District, substantiate the unreduced old age insurance benefits (Social Security) and

(e) meets one of the following criteria:

2.0 STIPEND ELIGIBILITY

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

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.**

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

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.

2.4.1 The prorated formula for calculating the retirement incentives for partial contract service is as follows:

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.).

2.4.1.2 The composite total shall then be divided by 15 to arrive at the average percentage of contract over the fifteen-year period.

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.

3.0 STIPEND CALCULATION

3.1 Educators who qualify under this policy shall receive benefits as described below provided that any monthly, full Social Security 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 full Social Security benefits the educator is eligible to receive shall equal the stipend amount described below:

3.1.1 Educators retiring after July 1, 2017, will receive a stipend equal to 54% 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.

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.

3.1.3 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.

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.

3.1.5 Beginning July 1, 2019, school counselor's stipend will be calculated on a same length of contract as a teacher.

4.0 INSURANCE ELIGIBILITY- Including Post COBRA Benefits

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.

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.

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

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.

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

5.0 RETIRED EMPLOYEE INSURANCE BENEFIT

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:

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.

5.1.4 If a retiree is covered by a post-retirement medical plan and chooses not to participate in the Alpine School District medical benefits, they may sell the Alpine School District medical plan back to Alpine School District for 25% of the premium for which they qualify. Please refer to policy #4033 (1.9).

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 no(t) 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.

6.4.2.1 The "A" fund will contain the current fi(n)ances 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:

- A) Six year post retirement medical benefit program,
- B.) Retirement stipend costs, or
- C) Supplement to MEDICARE costs.

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.

7.0 Once submitted, retirement forms may not be rescinded.

*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 21, 2015

Negotiated Revision: April 2017

Negotiated Revision: May 3, 2018

~~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~~



575 NORTH 100 EAST, AMERICAN FORK, UT 84003-1758
(801) 610-8468 FAX (801) 610-8490
DR. A. KEVIN COX, ADMINISTRATOR OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

TO: Mike Gowans, President, Alpine Education Association
FROM: Kevin Cox, Administrator of Human Resources
DATE: May 1, 2019
RE: Policy 4033

During the negotiations process in April of 2019, issues relating to Policy 4033 were discussed and changes were made. A significant section of the policy was determined to most likely be obsolete and was eliminated. However, the possibility exists that this policy may still apply to individuals that we have currently been unable to identify. In order to protect employees from possible harm by eliminating this section, we are recording the deleted part here so that it can be utilized if needed. The language in question is as follows:

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

PERSONNEL CERTIFIED

1.0 PRIOR EXPERIENCE

1.1 Educators who have previously taught outside Alpine School District and who have not retired from a career in education, shall be awarded year for year experience, ~~on the salary schedule as follows:~~ up to step 10 on the salary schedule.

~~4.1.1 The first two years of previous teaching experience are allowed. Experience beyond two years is reduced by one-half, with the maximum allowed experience not to exceed the seventh step on the salary schedule. Highest degree held and qualifications for a different lane are recognized with proper documentation.~~

Years Allowed	Credit Experience
1	1
2	2
3	2
4	3
5	3
6	4
7	4
8	5
9	5
10	6

1.1.2 The Alpine School District Board of Education allows credit to newly hired teachers who held a valid state teaching certificate at the time of their previous teaching experience. This past experience must be documented upon the request of the Human Resources Administrator.

1.1.3 The applicant must teach a minimum of 91 contract days in any given year to receive experience credit for that year, or begin contracted teaching on or before the first day of the second semester.

1.1.4 Experience credit will be allowed if the candidate's past certified experience occurred in any of the following circumstances.

1.1.4.1 Public School experience in any state.

1.1.4.2 Private school experience for state recognized private school with enrolled students of public school age. (Ages 5-18)

1.1.4.3 Full-time seminary instruction.

1.1.4.4 Higher education institutions upon presentation of documentations of accrued experience; the years of experience; and provided the instructor held a valid public school certificate.

1.1.4.5 Intern experience will be given provided the experience was contracted and occurred within the State of Utah. Seniority will be based on the date of hire in Alpine School District.

1.1.4.6 State institutions, such as the Utah State Training School, provided the candidate held a valid Utah public school teaching certificate.

1.1.4.7 Experience credit is not allowed for either part or full-time substitute teaching.

1.1.4.8 Experience is not allowed for volunteer service in the schools.

1.1.4.9 Experience is not allowed for military service.

1.1.4.10 Half-time experience may be considered for allowance of full-time teaching, such as kindergarten assignment.

1.1.5 Salary placement for newly hired teachers will be tentative; the step and/or lane placement may be adjusted retroactively when credits, degrees, and experience are appropriately confirmed and approved.

1.2 Full-Time Equivalency

1.2.1 The association and the school district agree that "full-time equivalency" relating to college and higher learning institutions shall be certified by the institution from which the employee came and that one-half year or more of experience shall be recognized as a full year of experience on the salary schedule providing a teaching certificate has been earned prior to the experience.

1.3 Educators who have previously taught in Alpine School District and who are rehired after January 1, 1997, provided that they have not retired from a career in education, shall be awarded experience on the salary schedule as follows:

1.3.1 All years of Alpine experience.

1.3.2 If the teaching experience in Alpine was less than seven years, the hiree will be permitted to count years of experience from other districts according to 1.1.1 above. These years may only be counted to enable the hiree to reach Step 7 using a combination of Alpine and other district years.

1.3.3 The date of hire will be the day the teacher signs the new contract. A new seniority number will be assigned the individual on the basis of this signing date as per Policy No. 4096 (1.3.1).

1.3.4 Fringe benefits will be determined by Policy No. 4047 (1.6.1).

1.3.5 Retirement and fringe benefits will be based on years of continuous service in Alpine School District if the hiree had been a classified employee immediately prior to becoming a certified employee in Alpine School District.

1.3.5.1 Seniority commences with the first day the retiree signs their contract. As established as per Policy No. 4096 (1.3.1).

1.3.5.2 The individual will be considered a provisional employee and will be evaluated as per Policy No. 4057 (1.3.1).

1.4 Retirees from a career in education may apply for contracted positions. Supervisors shall not hold positions for retirees. A completed application does not guarantee the retiree a position. Employment, prior experience, and benefits shall be based upon the following:

1.4.1 Utah Retirement System (URS) retirees may not be hired on a contract until one year from their URS retirement date. ~~sign a contract until the day after they have officially retired.~~

1.4.2 ~~Alpine School District retirees may not have a contract greater than half-time during the six months immediately following their official retirement date from the URS.~~

1.4.3 Retirees who are hired with prior experience, will be "at-will" employees for two years.

1.4.4 Salary schedule placement shall not exceed Step 4 (Step 7 if hired prior to March 1, 2006) of the appropriate lane for which the employee is qualified.

1.4.5 Rehired Alpine School District retirees will be permitted to continue to receive their Alpine School District Retirement Incentive benefits.

1.4.6 Hired retirees will not be eligible for any Alpine Retirement Incentive benefits.

1.4.6.1 Individuals, other than retired Alpine employees, who were hired prior to March 1, 2006, are eligible for the same Alpine Retirement benefits as all other Alpine employees.

1.4.6.2 The post retirement medical benefit accrued by Alpine retirees will run simultaneously with their active employee insurance benefit.

~~1.4.7 Hired retirees will receive District retirement contributions, as defined by the Utah Retirement Systems, into a 401(k).~~

1.4.8 The employee is responsible for meeting all requirements to enable continuation of the Utah State Retirement benefits.

~~1.4.9 A retired career educator will not be eligible for the 180 days sick leave benefit. They will earn seven (7) days of sick leave per year which may accrue to a maximum of 21 days. Individuals other than retired Alpine employees who were hired prior to March 1, 2006, are eligible for the 180 days sick leave benefit.~~

1.4.10 Contracted employment with Alpine School District cannot begin until one year after the retirement date as defined by the URS.

~~1.4.11 If a retiree is covered by a post-retirement medical plan and chooses not to participate in the Alpine School District medical benefits, they may sell the Alpine School District medical plan back to Alpine School District for 25% of the premium for which they qualify. Please refer to policy #4033 (1.9).~~

1.5 If an individual graduated and then received their teaching certificate, credits earned in the intervening time may be used for lane change.

1.6 If non-teaching experience is granted, it will be granted in accordance with 1.1 of this policy.

1.6.1 The experience must be related to the individual's area of certification.

1.6.2 Ninety-one (91) or more full time working days in a given year will equal one year's experience.

1.6.3 The individual shall be treated as a provisional educator for the purposes of evaluation (Policy No. 4057 (1.3.1)).

Negotiated: October 28, 1981

Negotiated Revision: March 13, 1997

Negotiated Revision: July 17, 2003

Negotiated Revision: March 1, 2006

Negotiated Revision: May 8, 2006

Negotiated Revision: May 6, 2014

Negotiated Revision: May 3, 2018

Policy No. 4048.1

(Ref.) Procedure No. 4048.1

PERSONNEL CERTIFIED

1.0 POLICY FOR PRIOR TEACHING EXPERIENCE

1.1 The Alpine School District Board of Education allows credit to newly hired teachers who held a valid state teaching certificate at the time of their previous teaching experience. This past experience must be documented upon the request of the Human Resource Administrator.

1.2 The first two years of previous teaching experience is allowed. Experience beyond two years is reduced by one-half, with the maximum allowed experience not to exceed the seventh step on the salary schedule. Highest degree held and qualifications for a different lane is recognized with proper identification.

1.3 If the teacher begins his/her term of employment after the 91st contract day of any given year, he/she will not be given credit for advancement on the salary schedule the following year.

1.4 Experience credit will be allowed if the candidate's past certified experience occurred in any of the following circumstances:

1.4.1 Public school experience in any state.

1.4.2 Private school experience for state recognized private school with enrolled students of public school age. (Ages 5-18)

1.4.3 Full-time seminary instruction.

1.4.4 Higher institutions of learning upon presentation of documentation of accrued experience, as determined by the higher education of learning, and provided the instructor held a valid public school certificate.

1.4.5 Intern experience will be given provided the experience was contracted and occurred within the State of Utah. Seniority will be based on the date of hire in Alpine School District.

1.4.6 91 or more working days in a given year will equal one year's experience.

1.4.7 State institutions, such as the Utah State Training School, provided the candidate held a valid Utah public school teaching certificate.

~~1.4.8 Experience credit is not allowed for either part or full-time substitute teaching.~~

~~1.4.9 Experience is not allowed for volunteer service in the schools.~~

~~1.4.10 Experience is not allowed for military service.~~

~~1.4.11 Half-day experience may be considered for allowance of full-time teaching; such as a kindergarten assignment.~~

~~1.5 Salary placement for newly hired teachers will be tentative; the step and/or lane placement to be adjusted retroactively when credits, degrees, and experience are appropriately confirmed and approved.~~

~~Board Approved: February 10, 1983~~

~~Negotiated Revision: March 13, 1997~~

~~Negotiated Revision: May 6, 2014~~

Procedure No. 4057(a)

(Ref.) Policy No. 4057

PERSONNEL CERTIFIED

EDUCATOR EVALUATION

1.0 REGULARLY SCHEDULED EVALUATIONS Observation Process

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 is recommended.

1.2 For the first year provisional teacher (Level 1) performing in an acceptable range (emerging effective, highly effective) two summative evaluations are required. For those who receive a not effective, the process in number 1.5 will be followed.

1.2.2 For provisional teachers (Level 1) in their second and third year of teaching, performing in an acceptable range (emerging effective, effective, highly effective), one summative evaluation is required if agreed upon by the teacher and administrator. Otherwise, two summative evaluations will be required. For those who receive a "Not Effective," the process in number 1.5 will be followed.

1.3 For those career teachers (Level 2) performing in an acceptable range (effective, highly effective) one evaluation is sufficient. A midyear conference is suggested and post-conference is required. If the evaluation will contain any score below an effective or scores which would affect the educator's 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 effective).

1.4 For those career teachers (who have not been placed on probation) who receive an overall score of not effective, minimally effective on any performance expectation of a summative evaluation and who, therefore, need to have additional evaluations, a letter of improvement 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.

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.

1.4.3 During the formative evaluation an accommodation could be made for not observing all ten standards. This would require agreement between the principal and teacher in the pre-evaluation conference.

1.4.4 If the educator scores effective or above on the summative evaluation, there would be no need to continue the evaluation process.

1.4.5 When an unannounced observation is made:

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 minimally effective or below.

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.

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 (minimally effective or below).

1.5 For provisional teachers who have received a not effective on their summative evaluation and probationary teachers an improvement letter will be prepared. For probationary teachers, there will be two formative announced evaluations and one summative announced evaluation. 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. It is recommended that within two working days after each of the two formative evaluations that feedback be given, however, only the final summative evaluation scores must 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 educators unless it is necessary to send the letter by certified mail.

1.6 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

Negotiated Revision: May 2016

Negotiated: April 2017

PERSONNEL CERTIFIED

1.0 ORDERLY TERMINATION POLICY FOR CERTIFICATED PERSONNEL

1.1 Definition of Terms

1.1.1 CAREER EDUCATOR: Any certified educator who has completed three or more successful years of half-time or greater teaching experience in Alpine School District and who has not been retained as a provisional educator or has not been placed on probation. Educators with prior service may also be classified as career educators as outlined in 1.1.2.1 below. These individuals have a reasonable expectation of continued employment.

1.1.2 PROVISIONAL EDUCATOR: An educator who has served less than three full years in the District.

1. 1.1.2.1 Any educator who transfers into the District with one year previous experience shall be classified as a provisional educator for two years [see Policy No. 4048 (1.1.4)]. However, teachers with two or more years of previous successful teaching experience shall be moved to the career educator status and the Basic Professional level* after their first year if their evaluation is satisfactory and if they are recommended by their principals.

*Career Ladder designation

1.1.3 EDUCATOR: All teaching and professional personnel of a school district, except administrators, (those paid on the administrative salary schedule) who hold positions requiring certification/license and valid endorsements issued to them by the State Board of Education.

1.1.4 PROBATIONARY EDUCATOR: A career educator who, because of unsatisfactory performance, is placed in a probationary status for the purpose of remediation.

1.1.5 CONTRACT TERM: The period of time an educator is engaged by the school district pursuant to a contract whether oral or written. Alpine School District contracts will begin July 1 and will end on June 30.

1.1.6 TERMINATION:

1.1.6.1 Failure to renew the contract of a career educator for a succeeding contract term.

1.1.6.2 Reduction in salary of any educator not generally applied to all educators in the employ of the school district during such educator's contract term.

1.1.6.3 Change of assignment of an educator with an accompanying reduction in pay, unless the agreement of the educator for such reduction has been obtained in writing.

PERSONNEL CERTIFIED

2.0 TERMINATION PROCEDURES

2.1 PROVISIONAL EDUCATORS:

2.1.1 Provisional educators are at-will employees and have no expectation of continued employment.

2.1.2 If a principal/supervisor recommends that the district not issue a provisional educator a contract for a subsequent year, the principal submits a letter to the Superintendent or a designee requesting that the provisional educator be officially notified of the district's intention not to extend the contract for the following year.

2.1.3 At the conclusion of the third year of provisional status, the principal/supervisor may recommend that a provisional educator be retained on a provisional status (not to exceed two additional years) by submitting a letter to the Superintendent or a designee requesting that the provisional educator be officially notified of the district's intention to retain the educator on provisional status.

2.1.4 The Superintendent or a designee shall hand deliver the notice or send it by certified mail to the person's last known address. The notice shall indicate the district's intent to not issue a contract for the subsequent year or to retain the educator on provisional status. Written notice shall be mailed or delivered no later than April 1. In the event the school calendar provides for less than 60 days notice from April 1 to the last day of school, the date shall be adjusted to provide for 60 calendar days.

2.1.5 In cases of extreme incompetence or unsatisfactory performance, as determined by the principal, provisional educators may be terminated by the Superintendent or a designee upon receipt of thirty (30) days written notice.

2.2 CAREER EDUCATOR:

2.2.1 If a career educator is not performing in an acceptable and satisfactory manner, the superintendent or a designee may:

2.2.1.1 Officially place the career educator on probation for remediation by a written notice hand delivered or sent by certified mail. This written notification shall be delivered to the career educator not later than March 7. The career educator on probation shall retain the rights as provided in 2.2.2.

2.2.1.2 The career educator shall be given a period of time in which to correct the problem(s)/remediation giving rise to anticipated non-renewal. This time is a time of probation/remediation and shall be for at least 30 days. At the discretion of the principal in consultation with District officials, the length of the probation/remediation period may be increased beyond 30 days. The principal shall meet with the career educator to discuss the course of action set out in the notice of probation/remediation, including the principal's involvement, goals, methods of achieving them, and a time frame for the same.

2.2.2 If a principal in conjunction with district administration determines after the period of probation/remediation that the career educator has not been successfully remediated and that the contract shall not be renewed for the subsequent year, the following procedure will occur:

2.2.2.1 Termination Notice - The Superintendent or a designee shall provide written notification of the district's intention not to renew the career educator's contract. The notice shall contain a clear and concise statement that the contract will not be renewed, the reasons for the termination (and the entitled right to request an informal conference with the Superintendent or designee). This notice shall be hand delivered to the educator or sent by certified mail to the educator's last known address not later than April 20th.

2.2.2.2 Informal Conference Request - Following the receipt of the written notice the educator may request an informal conference with the Superintendent or a designee. The request must be submitted in writing to the Superintendent within 15 days of the date of hand delivery or the mailing. The conference will be held as soon as practical. The educator may bring a representative to the informal conference, however no legal counsel or witnesses will be permitted.

2.2.2.2.1 The Superintendent or a designee shall notify the teacher of the results of the informal conference.

2.2.2.2.2 An educator who requests an informal hearing with the Superintendent or a designee may also formally request through written notification a hearing as noted in 2.2.2.3.

2.2.2.3 Challenges to Termination - If an educator does not desire an informal conference with the Superintendent or a designee but wishes to challenge the proposed termination, the educator may request a hearing as described in section 2.3. The educator may not appeal directly to the Board of Education. The request must be in writing to the Superintendent within 15 days following the hand delivery of the mailing. The hearing panel shall be selected within 10 days following the educator's request to the Superintendent.

2.2.2.4 Failure to Request a Hearing - If the educator does not request in writing a hearing within 15 days the termination will be considered complete and the written notice of final termination by the Board of Education, effective the date stated and the notice of non-renewal shall serve as the final written notice of termination. No further review by either a hearing panel or by the Board will be provided.

2.2.3 Hearing Procedure

2.2.3.1 At the beginning of every other school year, (beginning with the 2020-21 school year) the teacher's association and the district shall select ten individuals each (20 total), all of whom are current employees of Alpine School District, to serve as candidates for any hearing panel that may be convened for that school year. These individuals shall be provided training on concepts relevant to serving on a hearing panel. In the event that either team loses a member (i.e. retirement, termination, etc.), an additional training will be held for new panel members.

2.2.3.2 A hearing panel shall consist of a five member panel. The panel members shall be selected as follows:

2.2.3.2.1 Prior to the selection of the hearing panelists, any member of the pool who is determined to have a conflict of interest shall be excused from serving on the panel. A conflict of interest may include: supervisor, witness, colleague, serving in the same building, close personal friend, etc.

2.2.3.2.2 Panelist(s) shall make a self-declaration regarding any conflict of interest. Panelist(s) will provide an explanation of the conflict.

2.2.3.2.3 After panelists have declared any conflict of interest, each side may challenge any one individual from the other side's remaining pool relative to a perceived conflict of interest. The conflict of interest must be specified. The particular panelist will then be excused from serving on the panel.

2.2.3.2.3.1 After the elimination of candidates from the pool based upon conflict of interest, each side shall adjust by deletion the number of remaining candidates in order to create an equal number of candidates on both sides.

2.2.3.2.4 Each side (the district and the association) shall select one member from their own remaining pool. This leaves each side with an equal number of remaining candidates. Each side shall then eliminate sufficient candidates from the other side's remaining pool to leave a maximum pool of five. From this pool each side shall select one candidate from the other's pool to serve on the panel. The remaining names from each side's pool shall then be placed in a box from which the fifth member's name shall be drawn. The side drawing the name shall be determined by a toss of the coin.

2.2.3.2.5 The five members will determine, by a simple majority vote, the panelist who will serve as chair of the hearing panel.

2.2.3.3 The educator and the district shall receive a list of witnesses and copies of all documentary evidence to be used in the case at least 10 days prior to the commencement of the hearing.

2.2.3.4 The educator has the right to counsel: to subpoena witnesses; to hear testimony against him/her; to cross examine witnesses; and to examine documentary evidence submitted to the panel, and such other rights provided by law.

2.2.3.5 At the conclusion of the hearing, the panel will retire and deliberate. Upon reaching a decision by simple majority vote, the panel will make written findings of fact and conclusions including a minority report if the decision is not unanimous. A copy of the

panel's findings and conclusions (majority/minority) shall be delivered submitted by personal delivery or certified mail to the educator, the Board of Education, the Superintendent and the Association.

2.2.3.6 Either side may appeal the panel decision to the Board of Education. An appeal must be requested in writing to the Board within 10 days of the conclusion submission of the report of the hearing panel. If an appeal is not filed within the 10 days, the decision of the hearing panel will stand.

2.2.3.6.1 The Board of Education will meet in a closed session to consider the appeal. Counsel for both sides may be present to represent the majority/minority opinions. During this session, both sides may take up to 20 minutes each to present their position as it relates to the majority and minority opinions of the hearing panel. An additional 10 minutes per side will be allowed to present any rebuttal. The Board of Education may ask questions during this process. At the conclusion of the rebuttal period the Board may ask questions. Evidence may not be introduced beyond that which was presented to the hearing panel. At the conclusion of the presentations, everyone but the elected members of the Board of Education shall be excused. The Board will then deliberate the outcome of the appeal.

2.2.3.6.1.1 If the Board of Education uses legal counsel, it must be from a different firm than the one used to represent the district's position during the appeal.

2.2.3.6.1.2 No school board member shall have communication regarding the hearing appeal with any individual who is not a member of the school board, other than any legal counsel as defined in 2.2.3.6.1.1. until the Board takes action on the appeal.

2.2.3.6.2 The Board of Education may either accept or reject the findings of the majority hearing panel. The Board will take official action regarding the outcome of the appeal at the next regularly scheduled School Board business meeting. Such action shall be final.

2.2.3.6.2.1 If the Board of Education rejects the decision of the hearing panel they must state their rationale.

2.3 Nothing here shall be construed to limit the right of either the Board or the educator to appeal to an appropriate court of law.

2.4 Items to be considered in an orderly termination process must also satisfy the provisions of Alpine School District Board of Education policy Number 4054 (Personnel Records).

3.0 TERMINATION FOR CAUSE

The active service of any educator may be terminated by the district for cause. Notification to the educator shall be given in writing at least thirty days prior to the proposed date of termination. Causes for termination or non-renewal include:

3.1 Insubordination. Defined as "Refusal to obey a directive which a supervisor is entitled to give and have obeyed".

3.2 Improper or unlawful physical contact with students.

3.3 Manufacturing, possessing, using, dispensing, distributing, selling, and/or engaging in any transaction or action to facilitate the use, dispersal, or distribution of any illicit (as opposed to authorized) drugs or alcoholic beverages on school district premises or as a part of any school district activity.

3.4 Falsification of information supplied to the district (such as: application, employment data, reports, testing data).

3.5 Failure to obtain or maintain an appropriate license.

3.6 Theft of District property.

3.7 Inability, incapability, or failure to perform essential job functions despite reasonable accommodations.

3.8 Evident unfitness to perform teaching duties.

3.9 Violation of District policy which is of sufficient gravity to warrant termination.

3.10 Conviction of a crime which has a rational nexus to education.

3.11 Conduct which is harmful to students and which is of such a negative nature that it warrants termination.

4.0 REDUCTION IN FORCE

Nothing in this policy shall be construed to preclude staff reduction when necessary to decrease the number of educators because of the discontinuance

of a particular service, decrease student enrollments in the District, because of the shortage of anticipated revenue after the budget has been adopted or because of school consolidations. Reduction in force shall be governed by the Reduction in Force policy.

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