

NEBO SCHOOL DISTRICT MANAGEMENT TEAM HANDBOOK

covering the period

JULY 1, 2020 to JUNE 30, 2021

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1. DEFINITIONS

- 1.1. The term "Board," as used in this Handbook, shall mean the Board of Education of the Nebo School District in Utah County, State of Utah.
- 1.2. The term "Management Team," as used in this Handbook, shall mean the administrative staff of Nebo School District who are paid from the administrative salary schedule, including the following:
 - 1.2.1. Legal Counsel
 - 1.2.2. Directors
 - 1.2.3. Assistant Principals
 - 1.2.4. Assistant Superintendents
 - 1.2.5. Principals
 - 1.2.6. Supervisors
 - 1.2.7. Coordinators
 - 1.2.8. Assistant Business Manager
 - 1.2.9. Risk Manager
- 1.3. The term "Administrator," as used in this Handbook, shall mean the administrative staff of Nebo School District who are paid from the administrative salary schedule.
- 1.4. The term "Career Administrator" as used in this Handbook, shall mean administrative personnel who continue to hold valid certificates issued by the Utah State Board of Education and all other Management Team members who have completed the required service as "Provisional Administrators" in Nebo School District, as outlined in Section 4.3.
- 1.5. The term "Provisional Administrator", as used in this Handbook, shall mean Management Team members who have not completed the required years of service in Nebo School District, as outlined in Section 4.3.
- 1.6. The term "Meet and confer," as used in this Handbook, shall mean an informal meeting between members of the Management Team and the Board for the purpose of having an open dialogue to discuss salaries, benefits, working conditions, and other issues. Administrator recommendations are appropriate and may be presented in writing at or before such meetings. The Board will determine what, if any, action will be taken regarding recommendations made in such meetings.

- 1.7. "School District" or "District" means the Nebo School District in the County of Utah, State of Utah.
- 1.8. "Superintendent" means the Superintendent of Schools of Nebo School District.
- 1.9. "School Year" means the period of time from August 13, 2019, through May 22, 2020.
- 1.10. "Contract Term" means the period of time from July 1, 2019, through June 30, 2020.
- 1.11. "Working Day" means any calendar day on which twelve-month employees are required to be on the job.
- 1.12. "Dismissal" or "Termination" of career administrators means:
 - 1.12.1. Any ending of employment of an administrator by action of the Board;
or
 - 1.12.2. The revocation of a career administrator's option to renew his/her contract for a succeeding year.

2. CONTRACTUAL NATURE

2.1. General Provisions

- 2.1.1. This Handbook shall be deemed to be a part of each individual administrator's contract by reference.
- 2.1.2. It is the policy of the Board not to discriminate against any administrator in employment related matters on the basis of: (a) race, color, national origin, sex, religion or pregnancy, as such protected classes are defined in the Civil Rights Act of 1964 (Civil Rights Act) and the Utah Anti-Discrimination Act (UADA); (b) disabilities, as such protected class is defined in the Americans with Disabilities Act of 1990, as amended by the ADAAA of 2008 (ADAAA) and the UADA; (c) age, as such protected class is defined in the Age Discrimination in Employment Act of 1967 (ADEA) and the UADA; (d) status as a veteran of the Vietnam Era, as such protected class is defined in the Vietnam Era Veteran's Readjustment Act of 1974 (VEVRAA); (e) and any other legally protected class(es) as defined by applicable state and federal law.
- 2.1.3. No change, revision, alteration or modification of this Handbook in whole or in part shall be valid during the Contract Term unless the same is agreed upon by both the Board and the Management Team and endorsed in writing hereon.
- 2.1.4. This Handbook shall be governed and construed according to the Constitution and Laws of the State of Utah.
- 2.1.5. The Board and the Management Team recognize that the Board has certain powers, discretion and duties that, under the Constitution and Laws of the State of Utah, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Handbook or any application of this Handbook to any administrator covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Handbook shall continue in full force and effect.

2.2. Annual Meet and Confer

- 2.2.1. After approval and execution of this Handbook and upon request by the Management Team, each year the Board and the Management Team will meet and confer to review and recommend any changes to this Handbook.

2.3. Duration of this Handbook

- 2.3.1. The provisions of this Handbook will be effective upon Board approval and will continue and remain in full force and effect until June 30, 2020, except as noted, and unless extended for a predetermined length of time by mutual agreement.

3. EMPLOYEE ASSOCIATION

- 3.1. Members of the Management Team may join any group or organization they desire except one advocating the overthrow of the government.
- 3.2. No Strike. The Management Team agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the District after the members have accepted individual contracts of employment. The parties agree that the withholding of individual contracts until the completion of the meet and confer shall not be termed a strike.

4. EMPLOYMENT STATUS

- 4.1. Purpose. Career administrators may expect to remain in the employment of the District until such time as they may retire, unless they are otherwise notified in accordance with the provisions of this regulation.
- 4.2. Classification. The administrative personnel of this District shall be classified as follows:
 - 4.2.1. "Career Administrator" shall mean administrators who continue to hold valid certificates issued by the Utah State Board of Education and all other Management Team members who have completed the required service as "Provisional Administrators" in Nebo School District, as outlined in Section 4.2.2.
 - 4.2.2. "Provisional Administrator" shall mean Management Team members who have not completed the required years of service as administrators in Nebo School District, as outlined below.
 - 4.2.2.1. In order to obtain Career Administrator status, a beginning administrator must complete three full years as a Provisional Administrator.
 - 4.2.2.2. Except as provided in 4.2.2.3 below, an administrator with one or more years' previous administrative experience will remain as a Provisional Administrator for at least two years before being recognized as a Career Administrator.
 - 4.2.2.3. If the supervisor deems it necessary for the benefit of the District and the administrator to extend the administrator's provisional status, it may be extended upon the request of the supervisor and approval of the Director of Human Resources. Provisional status may be extended in one year increments for up to two additional years, in accordance with provisions set forth in state law, District policy, and this agreement. In this instance, the administrator will receive notification no later 60 days prior to the end of the contract period.
 - 4.2.2.4. Changing Status to a Career Administrator. The change of status to a career administrator occurs at the beginning of a given contract year after completing the required number of years of satisfactory service as a provisional administrator, as defined above.

4.3. Maintenance of Career Educator or Career Employee Status for Provisional Administrators

4.3.1. When a Career Educator, as defined in the Nebo School District Certified Employee Agreement, or a Career Employee, as defined in the Nebo School District Classified Employee Handbook, is appointed as an administrator, the educator or employee maintains career status as an employee of the District but is placed on provisional status as to the administrative position.

4.3.2. If the Provisional Administrator is not offered a contract for a subsequent term as an administrator, he/she will be returned to a position similar to the one held at the time of appointment to the Management Team.

4.4. Employment Period of Career Administrators. Career Administrators of the District shall consider themselves re-employed for each succeeding year unless notified by the Board in the manner hereinafter provided. In the absence of an employment contract which expressly provides otherwise, a career administrator shall be deemed to be employed on the following basis:

4.4.1. A contract of employment for the current contract year may be terminated for cause in the manner hereinafter provided.

4.4.2. Thirty (30) Days Notice. A management team member choosing to terminate their obligation to their contract prior to the end of the Contract Term should give the District thirty (30) days prior notice. If the District can find adequate replacement it may, at its discretion, shorten the thirty- (30-) day requirement.

4.4.3. Letter of Intent. An administrator who indicates in the letter of intent that his/her return for the following year is undetermined must make a decision to accept or refuse the contract in writing by February 15. An administrator who does not inform the District of his/her decision by February 15 will be deemed to have notified the District that he/she will not be returning.

4.5. Employment Period of Provisional Administrators. Unless a contract of employment expressly provides otherwise, a provisional administrator shall be employed as an administrator for the Contract Term and may be terminated or removed from employment as an administrator during the Contract Term only for cause or under the provisions of Nebo School District Policy GCPF, *Reduction in Force*. Each provisional administrator will be re-employed as an administrator for the succeeding year unless given notice as provided in Section 4.5.1. below.

4.5.1. Notice of Non-Renewal of Contract for a Provisional Administrator. If the Board determines not to renew the administrative contract of a

provisional administrator for an ensuing term, notice of such intention shall be given to the administrator in writing by personal delivery or certified mail at least sixty (60) days prior to the end of the Contract Term. Said notice shall contain the date of its execution and a clear and concise statement that the administrator's contract will not be renewed. UTAH CODE ANN. § 53G-11-513. The notice will also include a statement allowing for an informal conference with the Director of Human Resources.

- 4.6. Salary Schedule. Both the career administrator's salary for each succeeding year of employment and the salary under a renewed contract for the provisional administrator shall be based upon the administrative salary schedule which is adopted by the Board for the ensuing Contract Term, as outlined further in Section 13 of this Handbook.
- 4.7. Notification of Proposed Salary. Each year following the conclusion of the meet and confer between the Board and the Management Team, each administrator's proposed specific salary for the ensuing year, based upon the approved administrative salary schedule, will be made available.
 - 4.7.1. The contract shall be from July 1 to June 30 – 260 working days.

5. PROFESSIONAL IMPROVEMENT

Inservice training opportunities may be held periodically to help administrators increase their skills, knowledge and effectiveness in their present assignment. The District will provide such opportunities through principals meetings, principals academies, specialized topic trainings, and support for state and national conferences.

6. ADMINISTRATOR RESPONSIBILITIES

- 6.1. After the acceptance of the contract and assignment, each administrator shall serve during the time and in the place or places appointed by the Board and shall perform professionally the duties assigned to the best of his/her ability, under the control, direction, and guidance of the Superintendent or his/her representatives.
- 6.2. It is deemed to be professional that an administrator put in enough time to do the job effectively. It shall be the responsibility of the Superintendent and/or his/her representative to determine if an effective job is being done.
- 6.3. Professional Dress. An administrator's manner of dress plays an important role in establishing a professional image. All administrators are to dress in a way that suggests a high level of professionalism and provides a positive role model for staff members and students.
- 6.4. Private Business or Other Remunerative Employment. No administrator should engage in any other remunerative employment or private business enterprise on contract days, temporary or otherwise, which interferes with his or her efficiency as an administrator. The giving of private lessons, behind-the-wheel driver training, coaching or any other similar work during the contract day, is prohibited. Administrators must comply with Utah Public Officers' and Employees' Ethics Act, UTAH CODE ANN., § 67-16-1, et seq.

7. PROFESSIONALISM

- 7.1. Administrators are expected to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Handbook, provided that an administrator may refuse to carry out an order which threatens physical safety or well-being.
- 7.2. Administrators shall be accountable for professional conduct, including but not limited to, the following activities:
 - 7.2.1. Devoting sufficient time to properly plan, carry out and evaluate acceptable educational programs.
 - 7.2.2. Honoring letter of intent and contracts.
 - 7.2.3. Participating in developing educational improvements in the District.
 - 7.2.4. Participating in training programs.
 - 7.2.5. Acting reasonably and prudently to protect the health, safety and welfare of students when they participate in school-sponsored activities.
 - 7.2.6. Avoiding the use of foul, abusive, demeaning or profane language while engaged in school or school-related activities.

8. EVALUATION OF PERFORMANCE

- 8.1. Documentation of an administrator's job performance is helpful in maintaining satisfactory levels of work and achievement and in providing opportunities for planning and communication between the administrator and the immediate supervisor.
- 8.2. Evaluations will be related to job performance and shall provide information to the administrator to assist in increasing his/her work efficiency.
- 8.3. Evaluations will be used in providing information for making transfers, promotions, reductions in staff, and dismissal, if necessary.
- 8.4. Written documentation regarding unsatisfactory job performance may be submitted by an administrator's supervisor whenever the supervisor feels it is necessary.
- 8.5. Letters of commendation and other written reports to document outstanding job performance are encouraged.
- 8.6. All performance documentation letters or reports should be submitted to the District for placement in the administrator's personnel file in accordance with Section 9 of this Handbook.
- 8.7. If the administrator feels that any performance documentation submitted by the supervisor is incomplete, inaccurate or unfair, the administrator shall have the right to submit to the District office within ten (10) days the administrator's own written statement which has been signed by the supervisor and placed in the file. Such signature indicates only that the supervisor has read the material and is aware of the contents.

9. FILES AND RECORDS

The official personnel file located in the District Office pertaining to an employee shall be maintained under the following conditions:

- 9.1. The employee has the right to examine the contents of his or her file.
- 9.2. Material originating with the District relating to an employee's conduct, service, character, or personality, and which might be considered derogatory, shall not be placed in an employee's file unless the employee has been notified and had an opportunity to read the material.
 - 9.2.1. The employee must acknowledge that the material has been read by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
 - 9.2.2. If an employee refuses to sign material being placed in the file, the administrator may place the material in the file and shall indicate the refusal and sign and date the document. Refusal to sign constitutes insubordination and may subject the employee to disciplinary action.
 - 9.2.3. A written decision following a grievance hearing may be placed in the employee's file without the employee's signature, but the employee must be given a copy of the decision and notified that it is being placed in the file.
- 9.3. The employee shall have the right to answer any material filed, and his/her answer shall be reviewed by the Superintendent or the Superintendent's representative and attached to the file copy.

10. ASSIGNMENTS AND TRANSFERS

10.1. Administrative Assignments

- 10.1.1. Management Team members shall be notified of their assignments for the ensuing year as soon as possible.
- 10.1.2. Assignments shall be made without regard to race, color, national origin, sex, religion, pregnancy, age, status as a veteran of the Vietnam era, citizenship, disability, or any other legally protected class(es) as defined by applicable state and federal law.
- 10.1.3. It is the intent of the District to give administrators within the District first consideration in filling new positions.

10.2. Transfers and Assignments

- 10.2.1. When an administrative vacancy occurs, the Board will make any appropriate adjustments/reassignments that are deemed necessary.
- 10.2.2. In the determination of requests for voluntary reassignment and/or transfers, the convenience and wishes of the individual administrator will be considered to the extent that they do not conflict with the instructional requirements and the best interest of the District. The voluntary reassignment of career and provisional administrators will be at the discretion of the District administrator responsible for that school or department.
- 10.2.3. A reassignment will be made only after a meeting between the administrator involved and the Superintendent, or the Superintendent's representative, at which time the administrator will be notified of the reasons for the transfer.
- 10.2.4. Openings in the school system will be discussed with the administrators being reassigned. Such administrators may request the positions to which they desire to be transferred. In consideration of transfers, those best qualified for a particular position shall receive priority.

11. TERMINATION AND CORRECTIVE ACTION

11.1. Termination for Unsatisfactory Performance.

11.1.1. Any administrator may be terminated for unsatisfactory performance connected with his or her employment in accordance with Utah law, State Board of Education Rule, and Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*.

11.1.2. In order to terminate a career administrator for unsatisfactory performance, the Board shall give an opportunity to correct any deficiencies in accordance with Utah law, State Board of Education Rule, and Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*.

11.2. Termination and Corrective Action for Good and Sufficient Cause

11.2.1. In accordance with Nebo School District Policy GCPD, *Employee Discipline, Administrative Leave, and Orderly Termination*, disciplinary action, up to and including nonrenewal of a Career Employee's contract or Termination during the contract term of a Career Employee or Provisional Employee, may be taken for any of the following. Disciplinary action will be commensurate with the severity of the violation.

11.2.1.1. Violation of District policy; contract; or state or federal law, rule, or regulation, reasonably related to the employee's job;

11.2.1.2. Conduct that may be harmful to students or to the District;

11.2.1.3. Improper or unlawful physical contact with students;

11.2.1.4. Dishonesty;

11.2.1.5. Theft;

11.2.1.6. Dangerous or disorderly conduct;

11.2.1.7. Immoral conduct;

11.2.1.8. Child sexual or physical abuse;

11.2.1.9. Commission or conviction, including entering a plea of guilty or no contest, of a felony or misdemeanor reasonable related to the Employee's job;

- 11.2.1.10. Discrimination or harassment;
- 11.2.1.11. Use of District property for personal gain;
- 11.2.1.12. Negligent or willful damage to District property;
- 11.2.1.13. Falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.);
- 11.2.1.14. Neglect of duty, including but not limited to, unexcused absences, excessive tardiness, excessive absences, abuse of benefits (including sick leave, health insurance, etc.), and failure to supervise students;
- 11.2.1.15. Insubordination or failure to comply with directives from supervisors within the scope of employment;
- 11.2.1.16. Failure to maintain certification/licensure;
- 11.2.1.17. Use, possession, sale, distribution, or being under the influence of prohibited substances as outlined in Nebo School District Policy GBCC, *Alcohol and Drug-Free Workplace*.

11.2.2. Reduction in Force

A reduction in force may occur as provided in Nebo School District Policy GCPF, *Reduction in Force*, and consistent with Utah law.

12. GRIEVANCE

12.1. Definitions

- 12.1.1. A "grievance" is a claim based upon an event or condition which affects the interpretation, meaning, or application of any of the provisions of this Handbook. It is expressly understood that a claim which is not based upon an event or condition of this Handbook does not constitute a grievance. Specifically, a grievance may be filed only when an administrator alleges a denial of a protected liberty or property interest, including disciplinary action or termination, as a result of one or more of the following by the District: (a) violation of law, (b) violation of contract, or (c) violation of policy.
- 12.1.2. An "aggrieved person" is the person or persons making the claim. To file a grievance, an administrator must personally be adversely affected.
- 12.1.3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

12.2. Purpose

- 12.2.1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All parties shall cooperate and act in good faith to resolve the grievances.

12.3. Retaliation Prohibited

- 12.3.1. No reprisals of any kind shall be taken by either party or any member of the administration against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.

12.4. Procedure

12.4.1. General Provisions

- 12.4.1.1. Nothing herein contained will be construed to limit the right of the aggrieved person to appeal the matter to a higher level as outlined in the grievance procedure.
- 12.4.1.2. When a grievance is based on termination or disciplinary action taken by the Human Resources Department, the

administrator is not required to request either a Preliminary Conference or an Informal Hearing but may instead commence the grievance proceeding by filing a written grievance at Level One with the Assistant Superintendent as described below. The request must be filed within fifteen (15) days after the administrator knew or should have known of the event or condition on which the grievance is based.

- 12.4.1.3. An aggrieved person should not contact School Board members regarding any grievance or concern that may be resolved through the procedures outlined in this section except through the approved process.
 - 12.4.1.4. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed a withdrawal of the grievance.
 - 12.4.1.5. Each level of the grievance procedure is a de novo review of the prior decision. The person(s) hearing the grievance may issue a new decision, including greater, lesser, or alternative disciplinary measures, beyond merely upholding or denying the prior decision.
- 12.4.2. Preliminary Conference. Except as otherwise provided in Section 12.4.1. above, prior to requesting an Informal Hearing as outlined in Section 12.4.3., an administrator shall first discuss the concern with the administrator's immediate supervisor with the objective of resolving the matter at the lowest level possible. If the subject of the concern is the administrator's immediate supervisor, the Preliminary Conference shall be held with the coordinator or director who oversees that supervisor. If the immediate supervisor is a director, no Preliminary Conference is required, and the administrator may proceed with the Informal Hearing as described in Section 12.4.3.
- 12.4.2.1. The administrator may be accompanied and represented by a person of the administrator's choosing.
 - 12.4.2.2. The concern must be presented within fifteen (15) days after the administrator knew, or should have known, of the act or condition on which the concern is based.
- 12.4.3. Informal Hearing. If the administrator is not satisfied with the outcome of the Preliminary Conference, he/she may discuss the concern at an informal hearing before the Director of Human Resources.
- 12.4.3.1. The Informal Hearing must be requested within fifteen (15) days of the Preliminary Conference.

- 12.4.3.2. The request for an Informal Hearing is not required to be in writing.
 - 12.4.3.3. The administrator may be accompanied and represented by a person of his/her choosing at the Informal Hearing.
 - 12.4.3.4. The decision of the Director of Human Resources may be issued verbally.
- 12.4.4. Level One. If the concern is not resolved at the Informal Hearing, the administrator may file a formal written grievance with the Assistant Superintendent.
- 12.4.4.1. The Level One hearing must be requested within fifteen (15) days of the decision rendered after the Informal Hearing.
 - 12.4.4.2. The request for a Level One hearing must be in writing.
 - 12.4.4.3. The Assistant Superintendent shall acknowledge receipt of the request for a Level One hearing.
 - 12.4.4.4. The administrator may be accompanied and represented by a person of his/her choosing at the Level One hearing.
 - 12.4.4.5. The decision of the Assistant Superintendent must be issued in writing.
- 12.4.5. Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within fifteen (15) working days after presentation of the grievance, or longer if agreed upon by all parties, he/she may file the grievance in writing with the Superintendent.
- 12.4.5.1. The grievance at Level Two must be filed within five (5) working days after the decision at Level One is issued.
 - 12.4.5.2. The grievance at Level Two must be filed in writing.
 - 12.4.5.3. The aggrieved person may be accompanied and represented by a person of his/her choosing at the Level Two hearing.
 - 12.4.5.4. The decision from the Superintendent must be issued in writing.

- 12.4.5.5. Except in cases of employment termination, the Superintendent's decision is final and may not be appealed to the Board of Education.
- 12.4.6. Level Three. The grievance of a decision to terminate an administrator's employment may be appealed to the Board of Education in the event the grievance is not resolved at Level Two.
 - 12.4.6.1. The request for a Level Three hearing must be delivered in writing to the Superintendent within five (5) working days of the Level Two decision.
 - 12.4.6.2. The Board may decide to hear the grievance or appoint a hearing officer or panel to hear it. If the grievance is heard by a hearing officer/panel, the cost of such shall be divided equally between the District and the administrator. The hearing officer/panel will hear the grievance and make a recommendation to the Board, but the Board will make the final decision.
 - 12.4.6.3. The aggrieved person may be accompanied and represented by a person of his/her choosing at the Level Three hearing.
 - 12.4.6.4. In accordance with UTAH CODE ANN. § 53G-11-515, the aggrieved person at a Level Three hearing has the right to counsel, to produce witnesses, to hear testimony against him/her, to cross-examine witnesses, and to examine documentary evidence.
 - 12.4.6.5. The grievance shall be heard and a decision issued within a reasonable time.
 - 12.4.6.6. The Board will issue a new decision and may alter in any way the prior decision. The Board's decision will be final.

12.5. Miscellaneous

- 12.5.1. Decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.
- 12.5.2. Except for a written final decision at any level, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The written final decision at each level shall be filed in

the personnel file following appropriate notification procedures as outlined in Section 9 of this Agreement.

- 12.5.3. To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be prepared and distributed by the Human Resources Department
- 12.5.4. Prior to a Level Three hearing, all parties in interest shall make available to the other parties involved and their representatives, all pertinent information not privileged under law in their possession or control, and which is relevant to the issue raised by the grievance. Additional sources of information shall not be introduced at the hearing. Reasonable hearing procedures appropriate to the complexity of the case, including scheduling and time limits, will be set by the Board or hearing officer.
- 12.5.5. The final remedy available to any administrator for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any administrator of any legal right.
- 12.5.6. Should the results of the grievance procedure exonerate the administrator from disciplinary action, he/she shall be reinstated with no loss of salary due to the aggrieved disciplinary action.

13. PAYROLL AND SALARY SCHEDULE

13.1. Basic Salary Schedule

- 13.1.1. Salary policy for administrators in the District shall be outlined in the current administrative salary schedule and followed for all administrators.
- 13.1.2. The contract amount shall be based upon the administrative salary schedule, including verified university or college training, number of credit hours, total years' experience in a public or private accredited school, total years of administration in a public or private accredited school, total years of related work experience, and the current administrative assignment in the District.

13.2. Pay Periods and Payment Policy

- 13.2.1. All contracts will be paid in twelve (12) monthly payments.
- 13.2.2. The net pay for each administrator employed on a regular basis will be deposited directly to an account in any banking institution participating in direct deposits and selected by the administrator. Each administrator will have access to a copy of an itemized account showing the gross pay, all deductions, and the net pay.
- 13.2.3. Deposits of net pay will be made once a month on the last banking day of the month.

13.3. Licensure

- 13.3.1. Administrators shall comply with all necessary licensing requirements of the Utah State Board of Education and the District.
- 13.3.2. An administrator employed for the first time in the District shall file at the District Office a valid license as required by the Utah State Board of Education and an official transcript of university credit within thirty (30) days following the beginning of employment.
- 13.3.3. The responsibility for meeting the requirements for a license, and the responsibility for obtaining such a license and for keeping it continuously valid in the State of Utah shall rest directly with the administrator. Under the law, the Board cannot provide compensation for services to other than legally or authorized administrators.

13.4. Rules Governing Steps on the Salary Schedule

- 13.4.1. An administrator with previous administrative experience either in a public or private accredited school, who is being hired or re-hired by the

District may be allowed one (1) step for each contract year of previous administrative experience up to a maximum of five (5) years. An administrator with more than five years of previous administrative experience may be granted an additional step for every two completed years of previous administrative experience beyond the first five up to a maximum of twenty-five years of total previous administrative experience for placement on Step Sixteen (16) of the Administrative Salary Schedule. Placement on Step Seventeen (17) or higher, or other exceptions to this guideline, requires special approval by the Superintendent.

13.4.2. After the initial step placement on the salary schedule, an administrator will advance one (1) step for each school year completed, provided steps are funded.

13.4.3. If an administrator is employed for at least one-half (0.5) of a school year (or ninety (90) work days), then that administrator will be allowed a full year's experience for the purpose of step advancement and accruing a year's experience as a provisional administrator.

13.5. Rules Governing Lane Changes. A lane change may be granted upon compliance with the following constraints.

13.5.1. Credit Prerequisites. Whether state approved in-service or college credit, only credit which has been earned after 1) the issuance of a Utah Administrative license; and 2) initial placement on the District salary schedule, is acceptable for Lane 2, 3, and 4 on the Administrative Salary Schedule.

13.5.2. Requirements. For advancement to Lane 2 or 3 of the Administrative Salary Schedule, credit may be earned for (1) state-approved in-service credit; (2) graduate level college credit; or (3) undergraduate college credit where the course-work is related to the assignment of the administrator or to prepare for an additional assignment. However, no credit is allowed for in-service training prior to May 31, 1977. Only fifty (50) percent of the in-service credit earned between May 31, 1977 and May 31, 1981 may be used. Credit earned between May 31, 1981 and June 30, 1997 must be applied under the guidelines of agreements for those corresponding years. The guidelines of this current agreement apply to credit earned since June 30, 1997.

13.5.3. Official Transcripts Required. All of the credit for a Masters or a Doctorate Degree must be credits awarded by a university or college which is recognized by an accrediting association, and must be duly recorded on an official transcript except as noted below.

13.5.4. Documentation Deadline. To qualify for lane advancement for the next contract year, qualifying credits must be on file at the District Office on or before September 15 of the contract year. Whenever a college course or courses have been completed according to the provisions above it is understood that it will be necessary to submit an official transcript from the institution(s) prior to September 15 of the current school year. A diploma or a signed letter from the dean of the graduate school indicating completion of all requirements for the degree will be accepted as satisfactory proof for the Masters degree or the Doctorate degree, providing filing occurs on or before September 15. It is not required that the conferring of the degree occurs before the lane change can be effected; only the completion of the work and requirements with proof as indicated above.

13.6. Travel Reimbursement

13.6.1. If a Management Team member has received the appropriate supervisor's approval for using his/her personal vehicle for District business, they shall be reimbursed at the prevailing mileage rate provided the administrator submits sufficient documentation and requests reimbursement within one (1) month of the travel. This shall only be done when an individual leaves from his/her principal place of work and returns to the principal place of work after completing necessary business.

14. LEAVE

14.1. Leave benefits are provided to administrators as outlined in this section. Sick leave and personal leave are granted to administrators hired to work at least one-half (0.5) FTE. administrators hired for less than half time do not typically receive sick or personal leave. In this section, the term “employee” means administrator, as defined in subsection 1.3.

14.2. General Provisions

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

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

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

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

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

surplus hours upon termination or retirement as provided in subsection 14.3.2.7.

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

14.2.2. Leave may be taken in thirty (30) minute increments.

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

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

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

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

14.3. Sick Leave

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

14.3.1.1. Short-term sick leave.

14.3.1.2. Long-term sick leave.

14.3.1.3. Reduced-rate long-term sick leave.

14.3.1.4. Reduced-rate long-term disability bridge.

14.3.2. Short-term sick leave.

- 14.3.2.1. Purpose. This benefit is intended for typical short-term illnesses such as colds and flu, medical and dental appointments, routine tests and exams, simple procedures and treatments, minor surgeries, maternity/paternity, etc. of the employee or employee's spouse, children, or parents as defined by the FMLA. Short-term sick leave must also be used for more serious conditions as described in subsection 14.3.3 before long-term sick leave may be granted.
- 14.3.2.2. Compensation. An employee is paid at one hundred percent (100%) of the employee's hourly rate while the employee is using short-term sick leave.
- 14.3.2.3. Use.
 - 14.3.2.3.1. An employee may use up to twelve (12) days of short-term sick leave per contract term without supervisor approval. However, the employee must notify the school principal or direct supervisor as soon as possible any time short-term sick leave is used.
 - 14.3.2.3.2. If an employee uses short-term sick leave beyond twelve (12) days, either consecutive or cumulative, during the contract term, the employee may be required to provide their supervisor with a letter signed by a treating medical professional, written on the professional's letterhead, specifying the extenuating physical or emotional conditions that prevent the employee from performing their duties.
- 14.3.2.4. Frontloaded balances granted. Regardless of past accumulation or use of sick leave, employees who began work before July 1, 2020 will begin July 1, 2020 with an amount of short-term sick leave days equal to twice the number of years of completed District employment, with a minimum of five (5) days for provisional school-year employees, ten (10) days for career school-year employees, six (6) days for provisional year-round employees, and twelve (12)

days for career year-round employees, and a maximum of forty (40) days for any employee. Employees receiving a frontloaded balance do not also receive the annual allocation described in subsection 14.3.2.5 for the contract term beginning July 1, 2020. They will, however, be eligible for the annual allocations for subsequent contract terms.

14.3.2.5. Annual allocation. Beginning July 1, 2020, and each July 1 thereafter, eligible employees are granted the following amounts of short-term sick leave.

14.3.2.5.1. Each eligible, provisional, school-year employee will be granted five (5) days.

14.3.2.5.2. Each eligible, career, school-year employee will be granted ten (10) days.

14.3.2.5.3. Each eligible, provisional, year-round employee will be granted six (6) days.

14.3.2.5.4. Each eligible, career, year-round employee will be granted twelve (12) days.

14.3.2.6. Carryover. Unused short-term sick leave is carried over to the next contract term. The amount of short-term sick leave carried over from one contract term to the next is unlimited.

14.3.2.7. Buyout.

14.3.2.7.1. Employees are not paid for unused short-term sick leave except upon termination or retirement as provided below.

14.3.2.7.2. An employee who has completed at least ten (10) years of employment for the District will, upon termination or retirement, be compensated for twenty percent (20%) of the employee's unused short-term sick leave, paid at the employee's then hourly rate. Employees who have not completed at least ten (10) years of District employment are not compensated for unused short-term sick leave.

14.3.3. Long-term sick leave.

14.3.3.1. Purpose. This benefit is intended for serious medical conditions, disease treatment and management, major surgeries, maternity/paternity, etc. of the employee.

14.3.3.2. Compensation. An employee is paid at one hundred percent (100%) of the employee's hourly rate while the employee is using long-term sick leave.

14.3.3.3. Use.

14.3.3.3.1. To be granted long-term sick leave, an employee must apply to the Director of Human Resources. The application must include a letter from the treating medical professional upon request. The leave is not granted or documented in the employee's records until approved by the Director of Human Resources.

14.3.3.3.2. To be granted long-term sick leave, an employee must have first used all the employee's accumulated short-term sick leave except an amount equal to the employee's annual allocation as described in subsection 14.3.2.5.

14.3.3.4. Amount granted. Regardless of past accumulation or use of sick leave, eligible employees will begin July 1, 2020, eligible to apply for the following amounts of long-term sick leave.

14.3.3.4.1. Each eligible, provisional, school-year employee may apply for a maximum of ten (10) days.

14.3.3.4.2. Each eligible, career, school-year employee may apply for a maximum of thirty (30) days.

14.3.3.4.3. Each eligible, provisional, year-round employee may apply for a maximum of twelve (12) days.

14.3.3.4.4. Each eligible, career, year-round employee may apply for a maximum of thirty (30) days.

- 14.3.3.5. Annual allocation.
 - 14.3.3.5.1. Employees are not automatically allocated long-term sick leave each year but must apply as described in subsection 14.3.3.3.
 - 14.3.3.5.2. If an employee's application for long-term sick leave is approved, the employee is granted the applicable amount set in subsection 14.3.3.4 less any long-term sick leave the employee has used during the contract term and prior fiscal year combined.
- 14.3.3.6. Carryover. Once granted, an employee may use long-term sick leave for the approved purpose until it is exhausted.
- 14.3.3.7. Buyout. An employee is not paid for unused long-term sick leave.
- 14.3.4. Reduced-rate long-term sick leave.
 - 14.3.4.1. Purpose. This benefit is intended for serious medical conditions, disease treatment and management, major surgeries, maternity/paternity, etc. of the employee.
 - 14.3.4.2. Compensation. An employee is paid at seventy-nine percent (79%) of the employee's hourly rate while the employee is using reduced-rate long-term sick leave.
 - 14.3.4.3. Use.
 - 14.3.4.3.1. To be granted reduced-rate long-term sick leave, an employee must apply to the Director of Human Resources. The application must include a letter from the treating medical professional upon request. The leave is not granted or documented in the employee's records until approved by the Director of Human Resources.
 - 14.3.4.3.2. To be granted reduced-rate long-term sick leave, all long-term sick leave under subsection 14.3.3 must be exhausted.

- 14.3.4.4. Amount granted. Regardless of past accumulation or use of sick leave, eligible employees will begin July 1, 2020, eligible to apply for the following amounts of reduced-rate long-term sick leave.
 - 14.3.4.4.1. Each eligible, provisional, school-year employee may apply for a maximum of ten (10) days.
 - 14.3.4.4.2. Each eligible, career, school-year employee may apply for a maximum of thirty (30) days.
 - 14.3.4.4.3. Each eligible, provisional, year-round employee may apply for a maximum of twelve (12) days.
 - 14.3.4.4.4. Each eligible, career, year-round employee may apply for a maximum of thirty (30) days.
- 14.3.4.5. Annual allocation.
 - 14.3.4.5.1. Employees are not automatically allocated reduced-rate long-term sick leave each year but must apply as described in subsection 14.3.4.3.
 - 14.3.4.5.2. If an employee's application for reduced-rate long-term sick leave is approved, the employee is granted the applicable amount set in subsection 14.3.4.4.
- 14.3.4.6. Carryover. Once granted, an employee may use reduced-rate long-term sick leave for the approved purpose until it is exhausted.
- 14.3.4.7. Buyout. An employee is not paid for unused reduced-rate long-term sick leave.
- 14.3.5. Reduced-rate long-term disability bridge.
 - 14.3.5.1. Purpose. This benefit is intended for a serious medical condition of the employee. While not a requirement, this benefit is intended for those employees seeking long-term disability insurance benefits.

- 14.3.5.2. Compensation. An employee is paid at sixty percent (60%) of the employee's hourly rate while the employee is using the reduced-rate long-term disability bridge.
- 14.3.5.3. Use.
 - 14.3.5.3.1. To be granted the reduced-rate long-term disability bridge, an employee must apply to the Director of Human Resources. The application must include a letter from the treating medical professional if requested. The leave is not granted or documented in the employee's records until approved by the Director of Human Resources.
 - 14.3.5.3.2. To be granted the reduced-rate long-term disability bridge, all long-term sick leave under subsection 14.3.3 and reduced-rate long-term sick leave under subsection 14.3.4 must be exhausted.
- 14.3.5.4. Amount granted.
 - 14.3.5.4.1. The reduced-rate long-term disability bridge is not available to provisional employees.
 - 14.3.5.4.2. Regardless of past accumulation or use of sick leave, career employees, both school-year and year-round, will begin July 1, 2020, eligible to apply for a maximum of (30) days.
- 14.3.5.5. No annual allocation. An employee may be granted a maximum of thirty (30) days of reduced-rate long-term disability bridge in the employee's lifetime. Employees are not allocated reduced-rate long-term disability bridge each year. An employee must apply as described in subsection 14.3.5.3.
- 14.3.5.6. Carryover. Once granted, an employee may use the reduced-rate long-term disability bridge for the approved purpose until it is exhausted.
- 14.3.5.7. Buyout. An employee is not paid for unused reduced-rate long-term disability bridge.

14.3.6. The District will comply with the Family and Medical Leave Act of 1993 (FMLA) as provided below and more fully outlined in Nebo School District Policy GBEC, *Family and Medical Leave Act of 1993*. Application for FMLA leave must be made through the Human Resource Department

14.3.6.1. Any administrator who has worked at least one-thousand-two-hundred-fifty (1,250) hours in the preceding twelve (12) months is entitled to take up to twelve (12) work weeks of unpaid leave during a twelve- (12-) month period to (a), care for a newborn or newly placed adopted or foster child; (b) care for a seriously ill spouse, child or parent; or (c) care for the administrator's own serious health condition.

14.3.6.2. To calculate available FMLA leave, the District uses a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

14.3.6.3. The administrator using FMLA leave is guaranteed insurance coverage during the leave and must be returned either to the former position he/she had before the leave, or to an equivalent position in pay, benefits and other terms and conditions of employment.

14.3.6.4. Employees eligible for FMLA leave who have accrued sick leave are required to substitute the accrued sick leave for FMLA leave, consistent with 29 CFR 825.207, so that the sick leave and FMLA leave run concurrently.

14.3.6.4.1. Under the Code of Federal Regulations, the term "substitute" means that the paid sick leave will run concurrently with the unpaid FMLA leave, so that both are used simultaneously. Thus, a single absence that qualifies for both sick leave and FMLA leave will use up both a day of accrued sick leave and a day of allotted FMLA leave.

14.3.6.4.2. This provision is applicable only when the condition for which the FMLA leave is taken also qualifies for sick leave.

14.4. Bereavement Leave

14.4.1. All employees are allowed a total of five (5) days per year for bereavement leave.

- 14.4.2. For bereavement leave to qualify, the deceased must be related to the employee as follows: father, mother, brother, sister, brother-in-law, sister-in-law, daughter, daughter-in-law, son, son-in-law, father-in-law, mother-in-law, step-parent, step-sibling and spouse of administrator; grandchildren of administrator, grandparents of administrator, or grandparents of administrator's spouse, or person residing in the administrator's household. A statement indicating the relationship of the deceased must be filed upon return.
- 14.4.3. An employee is paid at one hundred percent (100%) of the employee's hourly rate while the employee is using bereavement leave.
- 14.4.4. Bereavement leave does not accrue, and unused bereavement leave may not be carried from year to year.
- 14.4.5. Employees are not paid for unused bereavement leave.
- 14.4.6. When special circumstances merit, bereavement leave beyond the parameters of paragraphs 14.4.1 and 14.4.2, including additional days, may be granted at the District's discretion upon written application to the Superintendent or designee.

14.5. Personal Leave

- 14.5.1. Eligible employees may be granted personal leave in the amounts and subject to the conditions set forth herein.
- 14.5.2. Purpose. This benefit may be used for absences for any purpose.
- 14.5.3. Compensation. An employee is paid at one hundred percent (100%) of the employee's hourly rate while the employee is using personal leave.
- 14.5.4. Use.
 - 14.5.4.1. An employee will notify his/her immediate supervisor before taking personal leave for one (1) day or less.
 - 14.5.4.2. When an employee wants annual leave for consecutive work days, he/she must receive prior approval from his/her immediate supervisor before taking the leave. Building level administrators should be discouraged from taking prolonged personal leave when school is in session. Under extenuating circumstances, prolonged or additional personal leave may be granted if approved

by the immediate supervisor and the Superintendent or his/her designee.

- 14.5.5. Annual Allocation. Each July 1, eligible employees are granted the following amounts of personal leave. However, notwithstanding the amounts listed in the table below, an eligible school-year employee in year five (5) is granted four (4) days only if the employee has been granted career status; if the employee remains on a provisional contract in year five (5), the employee is granted three (3) days.

School-year employees		Year-round employees	
Years	Days	Years	Days
1	3	1	8
2	3	2	9
3	3	3	12
4	3	4	12
5	4	5	12
6	4	6	15
7	4	7	15
8	4	8	15
9	4	9	18
10	5	10	18
11	5	11	18
12	5	12	20
13	5	13	20
14+	5	14+	22

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

14.5.6.1. A school-year employee may carry ten (10) days of unused personal leave into the next contract term. This is the maximum amount of personal leave a school-year employee may have in the employee's leave bank on June 30 to be rolled over, and on July 1 the new annual allocation based on the table in paragraph 14.5.6 is added to the amount rolled over.

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

14.5.7. Buyout.

14.5.7.1. At the end of each contract term, a school-year employee will be paid at the employee's hourly rate for twenty percent (20%) of the employee's unused personal leave beyond the maximum carryover amount as described in subsection 14.5.5.

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

14.5.7.3. A year-round employee will, upon termination or retirement, be compensated at the employee's then hourly rate for up to thirty (30) days of the employee's unused personal leave.

14.5.8. An employee who returns to work for the district after a termination, resignation, or retirement is granted personal leave at the rates described in paragraph 14.5.6. as though the employee had not previously worked for the District. Likewise, an employee with previous experience outside the District is granted leave at the same rate as an employee with no prior experience. Notwithstanding the foregoing, an employee who returns from any leave that is not a termination, resignation, or retirement continues to be granted leave as though the years before the leave and those after it are consecutive.

14.5.9. The District will make special extensions of personal leave available to employees who are on approved education-related boards. Total personal leave for these individuals cannot exceed twenty (20) days including that described above and the District will not cover any cost, such as lodging or travel, associated with the leave.

14.6. Absence Without Leave

14.6.1. If an employee is absent from duty beyond the permitted leave described in this agreement, the employee's pay shall be deducted at the employee's hourly or daily rate for the amount of time the employee is absent, and the employee is subject to disciplinary action, up to and including termination. The daily rate is calculated by dividing the basic annual contract by the number of days in the contract.

14.6.2. An employee may apply to the Director of Human Resources for leave without pay. If the employee is granted leave without pay in the amount of ten (10) or fewer days during any pay period, the total

amount will be deducted from the employee's pay during that period. If leave without pay is granted in excess of ten (10) days during any pay period the deduction will be prorated over the remaining pay periods of the contract term.

- 14.7. Paid Holidays. The District agrees to pay thirteen holidays per year for all year-round employees. These days shall be determined by the Board.
- 14.8. The District will provide workers' compensation benefits as required by the Workers' Compensation Act, UTAH CODE ANN. § 34A-2-101 et seq. Administrators on Workers' Compensation will be paid only at their rate established by Workers' Compensation. There will be no partial payment from sick leave; it must be one or the other.
- 14.9. Other Education Work. An administrator shall receive full pay for an absence incurred while engaged in other educational work which was approved by the Superintendent or his/her representative prior to said absence.
- 14.10. Workshops and Conferences. Administrators may be permitted to attend special workshops, conferences, and other meetings of an in-service training and educational nature when such attendance is planned with and approved by the Superintendent or his/her designee.
- 14.11. Jury Leave. Absences caused by serving on jury duty will create no loss of salary or leave time for regular administrators. All remuneration paid by the court will remain the property of the administrator.
- 14.12. Military Leave. The Nebo School District will comply with the Uniformed Services Employment and Re-employment Act (USERRA), as amended.

15. INSURANCE

15.1. Health Insurance Benefits

- 15.1.1. Insurance Committee Representatives. Representatives of the Management Team shall be included in any review, evaluation, or change in existing group, medical, term life, or long-term disability insurance plans offered to administrators. It is understood that the Insurance Committee and a District Negotiating Team will make recommendations to the Board regarding insurance provider(s) and changes in benefits, coverage and funding.
- 15.1.2. Coverage Provided. A group insurance program with coverage for surgical, hospital and extended medical benefits as well as life insurance is available to all qualifying administrators. To qualify, an administrator must regularly work more than thirty (30) hours per week.
- 15.1.3. Limited Death Benefit. Should any regular District administrator die who is not covered by a life insurance policy which is partially or entirely paid for by the District, the equivalent of a usual month's salary for that particular individual will be paid to the estate of said administrator.
- 15.1.4. Administrator Cost of Insurance. Administrative employees will pay a portion of the cost of health and accident insurance, divided over ten (10) months, as provided in the following table.

Family	\$135
Couple	\$85
Single	\$25

Part-time administrators eligible for health and accident insurance coverage will pay an additional prorated portion of the remaining cost of the insurance, which proration will be calculated using the sum of the administrator's FTEs.

- 15.1.5. Upon the death of any administrator, insurance coverage for the spouse and children will continue until the last day of the month in which the employee dies, at which point it will be discontinued and the family will need to secure individual insurance coverage. If spouses are both full-time employees of the District and either one dies, the remaining spouse will immediately become the primary carrier of the insurance policy.

- 15.1.6. Open Enrollment. The open enrollment period for an administrator to change their health and accident insurance carrier shall be at least thirty (30) consecutive days. A newly hired or newly eligible employee has thirty (30) days from the date of eligibility, or the first day on the job, to enroll. Employees desiring to enroll in insurance after the open enrollment period or more than thirty (30) days after becoming eligible may do so only at the discretion of the insurance carrier.
- 15.1.7. Fraud or Misuse. Documented proof that an administrator has misused or committed fraud concerning the benefits provided for under this article may be cause for immediate termination.
- 15.1.8. Employees must notify the Department of Human Resources within thirty (30) days of any change to their family status, such as birth, adoption, marriage, or death of a covered family member. The penalty for failing to do so will be that the individual will have the differences in the amounts paid to the insurance carrier for the overpaid period, deducted from their pay.

15.2. Other Benefits

- 15.2.1. Life Insurance Benefit. Administrators hired on at least a half-time basis, or 0.5 FTE, will be provided a District-funded death benefit program that includes a twenty-nine-thousand dollar (\$29,000) life insurance benefit for the employee, a five-thousand dollar (\$5,000) benefit for the spouse, and a three-thousand dollar (\$3,000) benefit for each dependent.
- 15.2.2. Dental Insurance Benefit. The District will provide the opportunity for administrators to purchase dental insurance at the administrator's expense.
- 15.2.3. Long-Term Disability Insurance Benefit. All Management Team administrators who regularly work at least twenty (20) hours per week are eligible for long-term disability insurance coverage paid in entirety by the District. Individual administrators must enroll for this insurance coverage and they must contact the Human Resources Office to do so. The District will make the state required retirement contribution during an industrial accident period based on what the District actually pays out.
- 15.2.4. Workers' Compensation. All administrators are covered by insurance in case of injury on the job. It is required that a report of all accidents be made to the District office within twenty-four (24) hours of the injury.

16. SPECIAL BENEFITS AND FACILITIES

- 16.1. Administrators may obtain a high school activity pass for themselves from the high school of their choice. This non-transferable pass will then allow the administrator or their spouse to attend all Region events sponsored by UHSAA.
- 16.2. The District will provide a Flexible Benefits Cafeteria Plan within the meaning of Section 125 of the Internal Revenue Code, as amended. The Plan will allow District administrators to use pre-tax dollars for allowable expenses. The Plan will be administered by the appointed carrier at a cost to be determined by them.

17. EARLY RETIREMENT INCENTIVE PLANS

The District may provide early retirement incentive payments to eligible employees. Information may be found through the employee portal section of the District website. This Section 17 is for information only. The payment of an early retirement incentive is not a negotiated item, and its continuation as a benefit to Nebo District employees is solely at the discretion of the Board of Education. The full description of any plans, including the eligibility criteria, can be obtained online by accessing the employee portal.

18. PROTECTION OF EMPLOYEES

- 18.1. Administrators shall report immediately in writing to their supervisor and to the Superintendent all cases of assault in connection with their employment.
- 18.2. If criminal or civil proceedings are brought against an administrator alleging that he/she committed an assault in connection with his/ her employment, such administrator, after making the reports described above, may request the Board to furnish legal counsel for defense in such proceedings, providing that the interests of the administrator and the District are not conflicting. If the administrator is found guilty in such criminal proceedings, such finding of guilt shall constitute a cause for dismissal from the District.
- 18.3. Liability Insurance Protection. Insurance coverage shall be provided at a cost to the District for each administrator for any negligent act or omission committed within the scope of his or her employment, except as contained in Utah Code Ann., Section 63G-7-301.
- 18.4. Assault While On Duty. Whenever an administrator is absent from his/her assignment as a result of being a victim of an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence not to exceed his/her contract and such paid absence shall in no event be deducted from any sick leave to which such administrator is entitled.
- 18.5. Personal Property Loss, Limited. If any clothing or other personal property is damaged or destroyed as a result of such an assault, suffered in the course of his employment, the Board agrees to reimburse the administrator the market value of such property.