ASPEN PEAKS
SCHOOL DISTRICT

Board Meeting Documents

October 22, 2026

MINUTES OF THE STUDY SESSION – October 8, 2026

The Board of Education of the Aspen Peaks School District met in a Study Session on Thursday, October 8, 2026, at 4:02pm. The Study Session took place in the boardroom at the Alpine School District office in American Fork, UT.

Board members present: Vice President Amber Bonner, Nicki Brammer(arrived at 4:05pm), Jeanne-Marie Burrows, Jason Hart, Steve Sparti(arrived at 4:04pm), and Jason Theler. Board President Diane Knight was absent.

Also present: Superintendent Perkins and Business Administrator Bea Twede. There were approximately 9 others in attendance.

AGENDA ITEMS

1. Audit Committee video and details
    a. We watched a video about the Audit Committee for Board Members that was produced by the Utah State Board of Education.
        i. SUMMARY of video
            1. Audit Committee Purpose
                a. To provide oversight of the:
                    i. External audits
                    ii. Internal audits
                    iii. Monitoring
                b. Internal control system (including risk management),
                c. Compliance with laws and regulations, and
                d. Other similar activities
            2. Audit Committee Structure
                a. Utah Code §53G-7-402(1) requires every local school board to establish an audit committee.
                    i. For a LEA board of seven, the audit committee includes three members of the LEA board.
                    ii. Committee can also include community members, but should not outnumber the board members on the audit committee.
                        1. Consider individuals with audit, finance, legal or compliance backgrounds
                        2. No conflicts of interest
                    iii. The audit committee cannot include or be led by any members who are employees of the LEA.
                    iv. LEA Board members select audit committee members.
                    v. Audit committee chair selected by committee members, board leadership, or the full board.
                        1. We will use the Finance Committee members as the Audit Committee members.
            3. Audit Committee Relation to LEA Board
                a. Audit Committee
                    i. Make recommendations to the LEA Board regarding selection of auditors
                    ii. Report assessment of auditors' compliance with professional standards
                    iii. Provide information and reports from audit committee meetings
                b. LEA Board
                    i. Select independent external auditor or CPA firm
                    ii. Hire internal auditor

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iii. Approve internal audits based on recommendations from audit committee
iv. Review audit reports

4. Website
    a. Law requires the following to be included on the LEA website:
        i. Names of the audit committee members,
        ii. Name of audit committee chair,
        iii. Name and contact information of internal audit director and
            1. This title is given by statute
        iv. LEA's annual Internal Audit Plan
5. Hotline
    a. LEA Board must provide a hotline INDEPENDENT from administration for stakeholders to report concerns.
        i. Two options (either is acceptable)
            1. LEA manages independent hotline
            2. LEA uses USBE's Public Education Hotline
        ii. Internal audit director should oversee the independent hotline. LEA Administration should not be involved.
6. Meetings
    a. Meeting logistics are determined by policy.
    b. In absence of policy, logistics are determined by LEA Board, Board Leadership, audit committee or audit committee chair.
    c. Committee should meet regularly:
        i. Frequency minimum is two or three times a year
        ii. Quarterly is best practice
    d. Due to protected and confidential items, the committee should not meet as a quorum of the LEA Board and OPMA does not apply.
    e. Committee can meet in segments, LEA admin can attend the final segment when invited.
7. Audit Committee Responsibilities
    a. Oversee assurance services
        i. External audits
            1. Financial Statement Audit
                a. This is done by Squire
            2. Single Audit (Federal Compliance Audit)
            3. State Compliance Audit
        ii. Monitoring
        iii. Internal audits (examples)
            1. Use of school fee revenue
            2. Compliance with school safety requirements
            3. Evaluation of internal controls
            4. Reliability of graduation and assessment data
            5. Travel policies and processes
8. Audit Standards
    a. INDEPENDENCE
    b. OBJECTIVITY
9. Internal Auditor Director
    a. LEA Board needs to hire/contract an "internal audit director" (does not need to be an admin level position).
    b. Two Choices
        i. Appoint or direct hire the internal audit director (may contract with a consultant to assist if needed)

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ii. Contract for internal audit services (can contract with Audit Director of State Board of the Office of the State Auditor)

c. Audit committee advises the LEA Board about hiring an internal audit director or contracted services.
d. If hiring, the individual is appointed/hired similarly to the appointments of Superintendent and Business Administrator.
e. Internal audit CANNOT be supervised by LEA admin.
f. Internal audit must be independent from any non-audit services (accounting, I/S, etc.)
g. Internal audit directly communicates with the audit committee and LEA Board.
h. Auditor must conduct audits in accordance with professional auditing standards.
    i. Red book
    ii. Yellow book
    iii. Auditor can act as staff to audit committee.
i. We do not have a policy in place currently. The Policy Committee will draft a policy.
j. At our Board Meeting in 2 weeks we will have someone attending from the State Office to address us.

2. Finish Board Governance Handbook - continuing with Section 10
    a. Section 10 - Governance Self-Discipline
        i. Practices the most respected boards share. None are required; each is worth committing to.
            1. Read more than you speak
            2. Disagree on substance
            3. Defer to expertise where it lives
            4. Resist the urge to manage
            5. Use closed sessions appropriately
            6. Take training seriously
            7. Welcome public input, even when uncomfortable
            8. Hold the line on board-as-a-body
        ii. When conduct concerns arise - the Board's code of ethics (Policy 1050) is the governing standard, and the formal censure procedure there requires legal counsel review before any step is taken. In practice, most conduct concerns resolve long before that point. The working escalation pattern:
            1. Self-correction
            2. Private conversation
            3. Full Board discussion
            4. Formal action
            5. The goal at every step is resolution, not escalation. The Board's effectiveness depends on members addressing conduct concerns directly and early, rather than letting them fester into public conflict.
    b. Section 11 - Committees and the Board's Oversight Structure
        i. Committee work is where most Board members do their most substantive learning, and the structure is worth understanding early because Aspen Peaks does it differently than a member might expect.
            1. The district's standing committees - the district operates seven standing committees, led by members of the Superintendent's team:
                a. Communications
                b. Finance
                c. Capital Planning
                d. Government Relations

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e. Policy
f. Student and Staff Support
g. Teaching and Learning
h. Each Board member participates in more than one. Because these committees are staff-led, a Board member's role in them is to bring governance perspective, ask questions and carry work back to the full Board. It is not to direct the committee or its staff lead. The single-point-of-contact rule in §6 applies inside committee work exactly as it does outside it.
i. If you are unable to attend a committee meeting, reach out to another board member to attend in your place.
j. Committees recommend; they do not decide. All Board action is reserved to the full Board acting as a body.

2. The Audit Committee is Different - the Board's Audit Committee is not a staff-led committee and cannot be. Utah Code §53G-7-402(1) requires every local school board to establish an audit committee, and Utah Code §53G-7-401 define it: for a board of seven or more members, **three members of that board**, composed of people who are **not administrators or employees of the LEA**.
    a. Practically, that means three things:
        i. The Audit Committee is a **board** committee with three Board members on it, and District staff cannot lead or sit on it.
        ii. It cannot be folded into the staff-led Finance committee. Some districts place audit under a financial committee, but only where that finance committee is itself a board committee.
        iii. The Superintendent and Business Administrator support the committee's work and attend as needed, but the committee's line to the external auditor is its own.
    b. What the committee does. Receives and reviews the external auditor's report and any internal audit findings; oversees internal controls; ensures findings are available to USBE's audit director, the Office of the State Auditor, and the Office of the Legislative Auditor General; and refers to significant matters it cannot address. There is no statutory minimum meeting frequency; two to three times a year is the practical floor, and quarterly is better.
    c. One practice worth adopting from the first audit cycle. Meet with the external auditor in a session management does not attend. This is not legally required. It gives the auditor a direct channel to the Board and produces a record of Board-level financial scrutiny that is independent of management, which is the strongest protection a new district's board can build for itself.
    d. Committee members should take USBE Internal Audit LEA audit-committee training modules before the first audit cycle. They are short, free and specific to this duty.
3. What Board Leadership Owns Directly - Because the District's standing committees are staff-led, several duties that other districts assign to a board policy or governance committee sit with Board leadership (the Board President and Vice President) at Aspen Peaks.
    a. Reviewing the Board's own training needs and recommending annual priorities (§4).
    b. Running the Board's annual self-evaluation under Policy 1210.
    c. Maintaining this handbook and the Board Member Orientation Guide (Appendix C).

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d. Board-side coordination of policy development with the staff-led Policy committee.

ii. Appendix B Open Decisions for the Board - items in this handbook that need a Board decision or confirmation. Several came directly out of board leadership's review; each is written so it can be taken up in a study session and closed.

1. Structure and policy alignment
    a. Audit Committee placement and membership
    b. Committee naming
    c. Board leadership duties
2. Operating norms
    a. Single point of contact
    b. Purchasing threshold
        i. What do we want our threshold to be? $50,000
    c. 72-hour packet standard
    d. Motion sequence - there was conversation about the sequence, Diane and Amber will discuss.
3. Board development
    a. Mentor sourcing
    b. Training hour target
    c. Study-session training segment
    d. Master Board Certification
    e. Retreat cadence
4. Community and calendar
    a. Community advisory committees
    b. Community survey
    c. Student voice
    d. Annual calendar
    e. Time commitment estimate

c. Board Policies that are referenced in the Board Governance Handbook draft:
    i. Pg. 34: Policy 1050 - Board Member Code of Ethics & Conduct
    ii. Pg. 36: Policy 1210 - Board Self-evaluation
    iii. Pg. 36: Policy 1220 - Board Committees

The meeting adjourned at 5:23pm.

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MINUTES OF THE BOARD MEETING – OCTOBER 8, 2026

The Board of Education of the Aspen Peaks School District met in a board meeting on Thursday, October 8, 2026, at 6:02PM. The board meeting took place in the boardroom at the Alpine School District office in American Fork, UT.

Board members present: Vice President Amber Bonner, Nicki Brammer, Jeanne-Marie Burrows, Jason Hart, Steve Sparti, and Jason Theler. Board President Diane Knight was absent.

Also present: Superintendent Perkins and Business Administrator Bea Twede. There were approximately 18 others in attendance.

Vice President Amber Bonner conducted the meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Eric Woodhouse.

REVERENCE

Reverence was given by Kari Shirk.

COMMUNITY COMMENTS - no comments

ROUTINE BUSINESS(CONSENT AGENDA)

1. Approval of Minutes from former meetings, Expenditure Detail Report/Claims and Enrollment Report

Vice President Bonner asked for a motion to approve the Consent Agenda. Board member Theler made the motion to approve the Consent Agenda, and it was seconded by Board member Sparti. The Board voted in favor and the motion passed unanimously.

ACTION ITEMS

1. Resolution 2026-010 Vehicle as Excess for Disposition

Vice President Bonner asked for a motion concerning Resolution 2026-010 Vehicle(mail van) as Excess for Disposition. Board member Sparti made the motion to approve Resolution 2026-010 Vehicle as Excess for Disposition and it was seconded by Board member Hart. The Board voted in favor and the motion passed unanimously.

DISCUSSION ITEMS

1. Alpine School District Employee Policies (4000 Series-Personnel Policies) Doug Larson and Cami Harper
    a. State statute requires that the new district, Aspen Peaks School District adopts the personnel policies of the existing district, Alpine School District. The plan is to adopt the 4000 Series in total in order to comply with state statute and a means to maintain stability and create continuity for our employees.
        i. Questions
            1. Board member Theler - Our understanding is that the only thing that has changed is the name Alpine School District to Aspen Peaks School District? - YES, those policies need to be the same policies that are in place on July 1, 2027. If changes need to be made after July 1, 2027, we will work with the employee association to make those changes.
            2. Board member Brammer - Will these policies be approved now and will then be in place until July 1, 2028, the first full year of Aspen Peaks School District? - NO, state code only states that these policies must be the same on the date that educational services commence. There could be some additional changes prior to 2028, but these policies must be in place when Aspen Peaks School District commences on July 1, 2027.

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3. Board member Sparti - Did we already approve a couple of the 4000 Series policies? - YES, rather than pull out these policies from the series, we have made a header on Policies 4253, 4415 and 4752 and stated that these 3 policies were approved on May 14, 2026.
4. Superintendent Perkins stated that this was brought forth as a discussion item this week and will be an action item at our next board meeting for consideration of adopting.

2. Boundary Study Summary - Dr. David Ludwig stated that he and his committee have been working on this boundary study for the last four months.
    a. Boundary Study Update
        i. Committee Work
            1. Open an Internal Boundary Study
            2. Form a Boundary Committee
            3. Establish a Portrait of a School
            4. Review Historical Boundary Studies
            5. Review Building Capacities
            6. Review Projected Student Populations
            7. Gather Community Feedback
            8. Review Community Feedback
            9. Review Student Counts
            10. Identify Specific Areas for Further Study
        ii. Survey Participation - Boundary Feedback Tool
            1. The survey was open to the public for six weeks
            2. We received 627 responses (300+ pages)
            3. Respondents identified:
                a. School(s) attended or expected to attend
                b. Grade levels
                c. General area of residence
                d. Boundary topics of interest
                e. Number of students potentially affected
                f. Respondents could also provide contact information for follow-up
            4. We received a wide range of boundary-related feedback
                a. Current elementary boundaries 350 (56%)
                b. Current middle school boundaries 216 (34%)
                c. Overcrowding / under-enrollment 209 (33%)
                d. Future growth / new development 208 (33%)
                e. Current high school boundaries 169 (27%)
                f. Transportation / busing 160 (25%)
                g. Respondents could select more than one topic, so percentages do not total 100%.
        iii. Next Steps
            1. Capital Planning Meeting
            2. November 12, 2026 we will have our official student counts.
            3. Identify themes, questions, and potential areas for further consideration:
                a. School - Which schools were referenced?
                b. Grade level - Which grade levels and student groups were represented?
                c. Geographic area - Where are respondents and affected students located?
                d. Topic - What boundary or enrollment issue was identified?
                e. Common themes - What concerns or suggestions appeared repeatedly?
            4. Superintendent Perkins clarified that we always talk about October 1 being the date that student counts are official. Now that we have those numbers we will work with the State, finalize and start to build the enrollment document. At our

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board meeting on November 12, 2026 we will have our projections solidified and we can discuss and overlay the feedback we have received.

5. Questions
    a. Board member Theler - Will the results be published so that our public can see the overall themes we received from the boundary feedback tool? - YES, we will share the results with the Capital Planning Committee first and get further direction for them.
    b. Vice President Bonner - Can these results be sent to the board members?

BOARD MEMBER/SUPERINTENDENT REPORTS AND INFORMATION ITEMS

Superintendent Perkins gave a shout out to all of our schools and board members, as of today we have completed our school tours of every school and building in Aspen Peaks.

Board member Burrows reported that she and other board members got to crawl and climb under the tunnels at Lehi Elementary School during the school tour.

Board member Sparti appreciates that a younger audience is here to come and listen to the board meeting.

Board member Theler reported that he went to the Farm Field Days at the equestrian park in American Fork sponsored by FFA and CTE. He loved seeing the second graders learning how food actually shows up in their home. He enjoyed watching the high schoolers interact and explain to our second graders how this process works.

Board member Hart reported about the community night we hosted at Willowcreek Middle School where community members could come and express their concerns about boundary issues. He felt it was a positive experience and appreciates the community members who attended.

Board Vice President Bonner stated that Alpine has a foundation that collects donations and runs some great programs for the district. She stated that Aspen Peaks is in the process of starting a foundation and she is excited about being able to start collecting donations and choosing projects to help support in our district.

Board member Brammer attended the county cross county event at Art Dye Park yesterday for all the middle schools. She stated about how amazing the experience was to see when a participant fell at the very beginning of the 9th grade race everyone stopped, helped the fallen participant to their feet and then started the race again. She loved how everyone was cheering for all the participants.

ADJOURNMENT

On motion by Board member Hart and seconded by Board member Burrows, the meeting adjourned at 6:25PM. The Board members who voted in favor were Vice President Amber Bonner, Nicki Brammer, Jeanne-Marie Burrows, Jason Hart, Steve Sparti, and Jason Theler. The vote was unanimous.

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ASPEN PEAKS SCHOOL DISTRICT BOARD OF EDUCATION
Resolution #2026-011

A RESOLUTION AUTHORIZING THE DECLARATION OF A PORTION OF CERTAIN REAL PROPERTY AS SURPLUS PROPERTY FOR DISPOSITION

WHEREAS, the Board of Education of Alpine School District (the "ASD Board") currently holds title to certain real property located at 7829-7753 S Center Street in Lehi, UT County, State of Utah, designated as County Parcel No. 13:034:0085 (the "Parent Property"); and

WHEREAS, a specific portion of the Parent Property, which consists of approximately 4.9 acres as set forth in Exhibit A attached hereto (the "Subject Property"), is no longer needed for district operations of Alpine School District ("ASD") and will not be needed for the operation of Aspen Peaks School District ("APSD"); and

WHEREAS, the Subject Property exists within the boundaries of APSD and shall pass into the ownership of APSD by or before July 1, 2027, pursuant to Utah Code §53G-3-302(4)(a)(i); and

WHEREAS, it is deemed desirable and in the best interests of APSD that the Subject Property be declared as "surplus," and be disposed of for the benefit of APSD in accordance with applicable law; and

WHEREAS, contingent upon the approval of the ASD Board to the same, the Board of Education of Aspen Peaks School District (the "APSD Board") wishes to declare the Subject Property as surplus property;

NOW, THEREFORE, BE IT RESOLVED that the APSD Board hereby authorizes and approves the declaration of the Subject Property as surplus property, contingent upon action by the ASD Board to the same effect.

BE IT FURTHER RESOLVED, that in accordance with applicable law, including those statutes, such as Utah Code §53G-3-302(6)(d), related to district reconfiguration, the APSD Board fully consents to and authorizes the ASD Board to take all actions necessary to declare the Subject Property to be surplus property for disposition.

BE IT FURTHER RESOLVED that the APSD Board hereby consents to and authorizes ASD to sell the Subject Property in accordance with Utah Code §53G-4-902 and any other applicable state laws, with all proceeds of the sale to be held by ASD for the sole benefit of APSD, and disbursed as requested by APSD from time to time.

APPROVALS

Passed and Adopted this _____ day of_____, 20_____.

_____ _____.

Board President Date

Drafted: 10.20.26
Business Administrator:_____
For Board Meeting: October 22, 2026

EXHIBIT 'A'



PLAN - SITE - OVERALL
1" = 40'-0"

Office of the
State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Diane Knight (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Aspen Peaks School District (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Name	Title	Email	Signature(s)
Bea Twede	Business Administrator	btwede@aspenpeaks.org	Bea Twede
Robert Boyer	Asst. Business Administrator	rboyer@aspenpeaks.org	RB
Ryan Clark	Asst. Finance Director	rclark@aspenpeaks.org	

The authority of the named individuals to act on behalf of Aspen Peaks School District (Name of Legal Entity) shall remain in full force and effect until written revocation from Aspen Peaks School District (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Board President (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 22nd day of October, 20 26, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
		Diane Knight	Board President

STATE OF UTAH)
§
COUNTY OF UTAH)

Subscribed and sworn to me on this 22nd day of October, 20 26, by Diane Knight (Name), as Board President (Title) of Aspen Peaks School District (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(seal)

Policy No. 4000

Personnel Management General Statement

Statement of Policy

As legal officials of the state and the duly elected local representatives of the general public, the school board is obligated to provide ever improving programs and facilities for learning. The most important single aspect in providing an excellent learning climate for students is the selecting and employing of qualified and capable certified staff.

This section lists the guidelines used in selecting and dealing with the certified employees of the district.

Obtaining the objectives of the educational program contained in the POLICIES AND NEGOTIATED AGREEMENTS PERTAINING TO CERTIFIED EMPLOYEES OF THE ASPEN PEAKS SCHOOL DISTRICT requires mutual understanding and cooperation by and between the board of education and the certified employee organization that has the greatest number of the educational staff as members. (This organization does not include the district's management personnel.)

To ensure the attainment of the district's educational objectives, there must always be good faith negotiations between the board and the employee association with free and open exchange of views. No changes, revisions, alterations, or modifications of the sections of the POLICIES AND NEGOTIATED AGREEMENTS PERTAINING TO CERTIFIED EMPLOYEES OF THE ASPEN PEAKS SCHOOL DISTRICT dealing with personnel, in whole or in part, will be made by the board of education without mutual agreement by the negotiating association that has the greatest number of the educational staff as members. In case of conflict between the express provisions of the written policy statements, the conflict will be resolved in line with the adopted policies.

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, gender or sexual orientation. | additional information: aspenpeaks.org

Any changes in the POLICIES AND NEGOTIATED AGREEMENTS PERTAINING TO CERTIFIED EMPLOYEES shall be made only through established procedures of negotiations and not by unilateral decision or by informal agreement between administrators and officers of the teachers' organization. Changes in the provisions of the POLICIES AND NEGOTIATED AGREEMENTS PERTAINING TO CERTIFIED EMPLOYEES agreements section will be effective upon ratification and will continue and remain in full force and in effect until duly changed. Any provision of any agreement may be re-negotiated at any time upon the request of either the board of education or the negotiating team representing the majority of the certified employees. If either party does not choose to re-negotiate an item, it may become an item for negotiations at the first formal negotiations session.

The ratified agreements between the board of education and the negotiating team representing the organization that has the greatest number of the educational staff as members shall be binding upon both parties.

All negotiations agreed to by the Board of Education and the professional association that has the greatest number of the educational staff as members who work in Aspen Peaks School District which are related to policy in any way will be included in the POLICIES AND NEGOTIATED AGREEMENTS PERTAINING TO CERTIFIED EMPLOYEES OF THE ASPEN PEAKS SCHOOL DISTRICT.

Approvals

- Negotiated: June 8, 1976
- Negotiated Revisions: October 14, 1986
- Negotiated Revisions: June 12, 2007

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4001

Indemnification of Employees

Statement of Policy

Aspen Peaks School District will provide immunity and indemnification as described in the Utah Governmental Immunity Act to administrators, to members of the Board of Education and to other employees who qualify for such immunity under the provisions of the Utah Governmental Immunity Act (UCA 63G-7-1, et. seq.).

Board Approvals

- Board Approved: October 13, 1992

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4010

LEA-SPECIFIC TEACHER LICENSING

Statement of Policy

The Board of Education is committed to recruiting and retaining high quality certificated/endorsed teachers and directs the Aspen Peaks School District's Superintendent and his/her designee to specify the types of licenses and license areas of concentration required for hire. The purpose of this policy is to identify standards and procedures of LEA-Specific Licensing requirements pursuant to the conditions outlined in Utah Administrative Rule R277-301. These specific requirements and procedures for obtaining a license are required for employment as a licensed educator in Aspen Peaks School District.

Definitions

1. Associate Educator License (USBE): a license issued to an individual completing the requirements to receive a Professional Educator License. Individuals may be working as an intern, enrolled in a university program, enrolled in a career and technical education (CTE), or an Alternate Pathway to Professional Educator License (APPEL). The requirements of an associate educator license are outlined in R277-301. An associate educator license, license area, or endorsement is valid for three years.
    1.1. The general requirements include:
        1.1.1. completion of a criminal background check;
        1.1.2. completion of an ethics review within one calendar year of application; and
        1.1.3. one of the following:

1.1.3.1. a bachelor's degree or higher from a regionally accredited institution;

1.1.3.2. current enrollment in a university Board-approved educator program:

1.1.3.2.1. that will result in a bachelor's degree or higher from a regionally accredited institution; and

1.1.3.2.2. completed all program requirements with the exception of a capstone clinical experience and any co-requisite coursework; or

1.1.3.3. skill certification in a specific CTE area.

1.1.4. An educator with an associate educator license may upgrade to a professional educator license at any time prior to expiration of the associate educator license if the educator meets all the requirements of R277-301.

2. Professional Educator License (USBE): A license issued to an individual who has demonstrated all of the State established competencies to be an educator. The requirements for a professional educator license are outlined in R277-301. A professional educator license, license area, or endorsement is valid for five (5) years.

2.1. The general requirements for a professional educator license include:

2.1.1. all general requirements for an associate educator license under R277-301.

2.1.2. completion of a bachelor's degree or higher from a regionally accredited institution; or skill certification in a specific CTE area; and

2.1.3. one of the following;

2.1.3.1. a recommendation from a USBE Board-approved educator preparation program; or

2.1.3.2. a standard educator license in the area issued by a licensing jurisdiction outside of Utah that is currently valid or is renewable consistent with Utah Code §53E-6-307.

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, disability, gender or sexual orientation. | additional information: aspenpeaks.org

3. "Endorsement" means a designation on a license of an area of concentration earned through demonstrating required competencies established by the State Superintendent that qualifies the individual to:
   3.1. provide instruction in a specific content area; or
   3.2. apply a specific set of skills in an education setting.

4. "License areas of concentration" or "license area" means a designation on a license of the specific educational setting or role for which the individual is qualified, to include the following:
   4.1. Early Childhood;
   4.2. Elementary;
   4.3. Secondary; ~~or~~
   4.4. Educational Leadership
   4.5. Career and Technical Education or "CTE";
   4.6. School Counselor;
   4.7. School Psychologist;
   4.8. Special Education;
   4.9. Preschool Special Education;
   4.10. Deaf Education;
   4.11. Speech-Language Pathologist;
   4.12. Speech-Language Technician;
   4.13. School Social Worker; and
   4.14. Audiologist.

5. "Licensing Jurisdiction" means the designated educator licensing authority in any foreign country or state of the United States of America and the Department of Defense Education Activity (DoDEA).

6. Local Education Agency (LEA) specific Educator License refers to an individual, approved by the Board of Education who has met locally defined competencies to be an educator, and approved by LEA application to USBE.
7. Mentor means a trained educator who holds a professional educator license, and shall, where possible:
   7.1. perform substantially the same duties as the mentored

educator with release time work as a mentor; or

7.2. be assigned as an instructional coach or equivalent position.

8. "Renewal" means reissuing or extending the length of a license consistent with R277-302.

Board Approvals

- Board Approved: May 12, 2020; October 22, 2024; November 18, 2025

Procedures

1. EDUCATOR LICENSE REQUIREMENTS

1.1. Eligibility Criteria and General Requirements

1.1.1. All contracted applicants must have a Bachelor's or higher degree from a regionally accredited college or university. A Bachelor's degree is not required for hourly teachers. (see 1.2 CTE exception below).

1.1.2. Demonstrate content and pedagogical knowledge by:

1.1.2.1. Successfully passing the approved ~~state~~ assessment; or

1.1.2.2. By demonstrated experience.

1.1.3. Complete a criminal background check including review of any criminal offenses and clearance in accordance with Rule R277-214; and continued monitoring in accordance with Subsection 53G-11-403(1).

1.1.4. Complete the Educator Licensing Pedagogical Modules in educator ethics, classroom management and instruction, basic special education law and instruction, and the Utah Effective Educator Standards (R277-330).

1.1.5. Completion of the educator ethics review within one calendar

year before the application.

1.2. District Specific CTE Criteria

1.2.1. Applicants are not required to have a bachelor's degree; however, if the applicant does not have a bachelor's degree the applicant must

1.2.2. Have six years of directly related occupational experience within the 10 years prior to the Program application in a CTE license area.

1.2.2.1. Additional Considerations:

1.2.2.1.1. Periods of employment lasting less than one month and periods of employment prior to 18 years of age are NOT accepted for purposes of calculating the occupational experience requirement.

1.2.2.1.2. An Associate's degree in a related area may be counted for up to two years of occupational experience.

1.2.2.1.3. The occupational experience requirement may be waived if the applicant has passed a recognized competency examination within the past five years or if the applicant holds a license directly related to the teaching assignment issued by the Utah State Department of Commerce, Division of Occupational and Professional Licensing in any area where such licensure of certification exists.

1.3. Approval

1.3.1. The application, which must include the rationale for the appointment of an LEA-Specific License, must be approved by the District Board of Education in a public meeting no more than 60 days prior to the application.

1.4. Educator Training and Support

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1.4.1. The LEA-Specific applicant must participate in the Mentoring Program described in procedure 1.7.

1.4.2. Before applying for the LEA Specific license, the applicant must complete the following training (R277-301):

1.4.2.1. Educator ethics;

1.4.2.2. Classroom management and instruction;

1.4.2.3. Basic special education law and instruction; and

1.4.2.4. Utah Effective Teaching Standards described in R277-330.

1.5. License and Endorsement Areas

1.5.1. A District LEA-Specific License is limited to the following licensing areas,:

1.5.1.1. Early Childhood;

1.5.1.2. Elementary;

1.5.1.3. Secondary; or

1.5.1.4. Career and Technical Education or “CTE”.

1.5.2. A District LEA-Specific Endorsement includes all USBE Endorsement areas, with the exception of special education endorsements.

1.5.3. A District LEA-Specific License, license area, or endorsement is valid for three years. Administrative Rule R277-301(3)

1.5.4. A District LEA-Specific License is valid only within the granting district and expires immediately if the educator’s employment with the District ends.

1.6. An LEA-Specific License, license area, or endorsement is valid for three years in accordance with the Aspen Peaks School District’s application for District’s Board approval.

1.7. District Mentoring Program

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1.7.1. For at least the first three (3) years of employment, the District shall provide a mentoring program to each employee with an LEA-Specific License. The mentoring program shall include a trained mentor educator who holds a professional educator license and, where possible,

1.7.1.1. performs substantially the same duties as the educator with release time to work as a mentor; or

1.7.1.2. is assigned as an instructional coach or equivalent position.

1.7.2. The trained mentor shall assist the educator to meet the Utah Effective Educator Standards established in Rule R277-323 ~~530~~, but may not serve as an evaluator of the educator.

1.7.3. The mentoring program shall include:

1.7.3.1. a plan for on-going support and development of an educator, which may include reflective goal setting, implementation of action steps, and evaluation of outcomes that lead to refinement in instructional practice;

1.7.3.2. LEA support in meeting the requirements of a professional license for an individual who holds an associate license;

1.7.3.3. mentor observation and feedback for each educator beginning early in the program;

1.7.3.4. principal observation and feedback for each educator as required by Rule R277-323; and

1.7.3.5. assistance in meeting the pedagogical requirements described in Subsection R277-301-5(5).

1.7.3.6. On-going training on educator ethics and special education

1.8. Notice

1.8.1. Each school where an educator holding an LEA-Specific License

is employed shall post the following on its website:

1.8.1.1. Disclosure of the fact that the school employs individuals holding LEA-Specific Licenses, license areas, or endorsements;

1.8.1.2. The percentage of the types of licenses, license areas, and endorsements held by educators employed in the school based on the employees' FTE as reported to the State Superintendent; and

1.8.1.3. A link to the Utah Educator Look-up provided by the State Superintendent in accordance with Utah Administrative Rule R277-312-7(6).

Rules & Regulations

No rules & regulations have been established at this time.

Citations

Administrative Rule R277-301

Administrative Rule R277-302

Administrative Rule R277-214

Administrative Rule R277-330

Administrative Rule R277-323

Administrative Rule

R277-312-7(6) Utah Code §

53G-11-403(1)

CTE license area

Utah Educator Look-up

Approvals

- Board Approved: May 2020; Negotiated: May 11, 2021; Revised: October 22, 2024; Revised: November 18, 2025

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, disability, gender or sexual orientation. | additional information: aspenpeaks.org

Policy No. 4030

Educator Shortage

1. Educator Shortage

1.1. The intent of Aspen Peaks School District, as it has always been, is to operate within the Policies and Procedures of Aspen Peaks School District. The District has experienced some difficulty in hiring competent educators in some areas however, the District has not been inclined to violate the adopted hiring policies in order to attract educators. In the event it becomes necessary for the District to change the hiring procedure, it will be done in cooperation with the association in agreeing as to what constitutes a shortage in a teaching area.

Approvals

- Negotiated: 1982

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4031

Advertisement of Job Openings

1. Advertisement of Job Openings

1.1. When a vacancy in any professional position in the Aspen Peaks School District shall occur or shall be known to occur, the district shall post on the district website a notice of such vacancy.

Approvals

- Negotiated: October 28, 1981
- Negotiated Revision: May 6, 2014

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, gender or sexual orientation. | additional information: aspenpeaks.org

Policy No. 4032

Applications

Applications

1.1. The Aspen Peaks School District uses an application form which is obtainable online at the district website. Applicants may be called in for a personal interview when vacancies arise in fields for which they are qualified. A personal interview is a necessary part of the procedure in obtaining a position. It is necessary for prospective applicants to renew their applications annually.

Board Approvals

- Board Approved: August 2014

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4033

Pre-Employment Screening

1. PRE-EMPLOYMENT SCREENING

1.1. School authorities are charged with protecting the health and safety of all students. As a means of helping to fulfill this charge, the Aspen Peaks School District requires prospective employees to have a criminal background check.

1.1.1. Each prospective employee shall be requested to have his/her fingerprints taken and sign a waiver permitting the district to request a search of the Utah Criminal History File.

1.2. The Human Resources Department shall submit to the Utah Bureau of Criminal Identification (BCI) a set of fingerprint cards and a waiver statement signed by the prospective employee.

1.3. The Utah Bureau of Criminal Identification shall release only to the superintendent or his designee the person's record of any criminal conviction.

1.4. The school district shall not release information disclosed by the Utah Bureau of Criminal Identification to any other agency or individual.

1.5. Applicants who have been CONVICTED of a felony shall not be hired by Aspen Peaks School District.

Board Approvals

- Board Approved: November 11, 1986

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Procedures

No procedures have been established at this time.

Rules & Regulations

1. BACKGROUND CHECKS

1.1. As a certified employee renews his/her license, they will submit to being fingerprinted by Human Resources and be responsible for all fees as are required.

1.2. At the time of a classified employee's hire they will submit to being fingerprinted by Human Resources and be responsible for all fees as negotiated.

2. EMPLOYEE REPORTING REQUIREMENTS

2.1. As a condition of continued employment, all employees must notify the District if they are charged, plead guilty to, or are otherwise found guilty (including a plea in abeyance, or diversion agreement) of the following crimes, regardless of the imposition of sentence:

2.1.1. Any matters involving alleged sex offenses.

2.1.2. Any matters involving alleged drug-related offenses.

2.1.3. Any matters involving alleged alcohol-related offenses.

2.1.4. Any matters involving alleged offenses against another person.

2.2. Employees must notify Human Resources as soon as possible, but no later than 48 hours after being charged, arrested, convicted, entering a plea in abeyance, or diversion agreement.

2.2.1. Employees who fail to disclose relevant matters subject themselves to appropriate personnel action which may include: reprimand, suspension, with/without pay, or possible termination.

2.2.2. Incarceration shall not be a condition absolving an employee for

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not notifying the District within the required 48 hour limit.

2.2.3. Upon receipt of background check results, the District shall determine, what, if any, action is warranted.

2.2.4. The employee shall have the opportunity to respond to any information received that is of concern to the District.

2.2.5. Any conviction that would cause loss of public trust to the District may result in termination.

2.3. All information from a background check is confidential, and will be protected as private under Government Records and Management Act (GRAMA).

2.3.1. The District will use the information for internal office purposes and will keep the information in a separate file in a secure location in the District Office for a period of 65 years and one day, or as directed by Utah statute.

2.4. Refusal to submit to a background check, or respond to District inquiries relative to a background check will be cause for termination.

3. DISTRICT REQUIRED ACTIONS

3.1. In compliance with Utah State law, the District is required to invoke immediate suspension from student supervision, transportation, or other job related responsibilities, any employee for alleged sex offenses and other offenses including drug related offenses which may endanger students or other employees during the period of the investigation.

3.2. This policy shall not be interpreted to mean that due process or orderly termination policies shall not be followed.

3.2.1. All orderly termination timelines and procedures governing termination and suspension will be followed with all relevant records including: Arrests, convictions, pleas in abeyance, and diversion agreements; being maintained by the District. These efforts will be done to protect the safety of students and employees, with the strict requirements for the protection of confidential employment information.

3.3. The District shall maintain the policy on the District website as required by Utah State law and provisions of the Utah State Office of Education.

Policy No. 4034

Employment of Relatives

1. POLICY ON EMPLOYMENT OF RELATIVES

1.1. The intent of this policy is to prevent discrimination, favoritism and other work setting problems caused by hiring, supervising and working with relatives. It is also the intent of the Board of Education to hire the best qualified candidate(s) available for each open position. With this understanding, exceptions to the following provisions will be allowed upon the documented recommendation of the superintendent and the approval of the board of education.

1.2. It is against District policy for any person in the Aspen Peaks School District holding any position the compensation for which is paid out of public funds, or any elected official

1.2.1. to hire, appoint, vote, or recommend for appointment his or her relative(s) in or to any position or employment, when the salary, wages, pay or compensation of such appointee is to be paid out of any public funds. This provision does not refer to applicants whose qualifications have been certified by the state (see Section 52-3-1 et Seq. Utah Code Annotated (1953)).

1.2.2. to directly supervise the compensated work of his or her relative(s). The superintendent is given authority and latitude to bring all employees into compliance with this provision by the earliest reasonable date.

1.2.3. to be employed in the same school or administrative unit with his or her relative(s). Present employees shall be exempted from this provision unless working with their relative(s) results in identifiable problems within their work unit. In such cases, the superintendent

may take any corrective action necessary, as long as such action does not decrease the present pay level of the employee(s) in question.

1.3. For the purpose of this policy, the definition of relative in 1.2.1 and 1.2.2 shall be understood to include one's father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

1.4. The definition of relative in 1.2.3 shall be understood to include one's father, mother, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Board Approvals

- Board Adopted: June 14, 1983
- Board Revised: July 12, 1994

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4035

Prior Experience & Compensation Salary Index

Statement of Policy

The Aspen Peaks School District Board of Education is committed to hiring and retaining high quality educators. Prior experience is valued and will be considered for appropriate salary schedule placement. The Board supports a salary index, based on training and experience, as a means of ensuring fair and equitable treatment to all members of the instructional staff. The Board has designated the Administrator of Human Resources to work collaboratively with principals and supervisors as recommendations for hire are made, and encourages positive interactions with certified personnel and teacher associations that support retaining quality teachers.

Approvals

- 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
- Negotiated Revision: May 2019
- Negotiated Revision: May 11, 2021
- Negotiated Revision: May 2022
- Negotiated Revision: May 2023

Procedures

1. PRIOR EXPERIENCE

1.1. The Aspen Peaks School District Board of Education allows educators who have previously taught outside Aspen Peaks School District and who have not retired from a career in education, shall be awarded year-for-year experience, up to step 10 on the salary schedule.

1.1.1. Credit may be awarded to newly hired teachers who provide to the Administrator of Human Resources documentation to meet one of the following criteria:

1.1.1.1. The candidate held a valid state teaching certificate license at the time of their previous teaching experience, or

1.1.1.2. The candidate taught in a subject area related to what they have been hired to teach.

1.1.2. 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. Credit for experience 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 schools with enrolled students of public school age (ages 5-18);

1.1.4.3. Full-time parochial/seminary instruction experience;

1.1.4.4. Higher education institutions teaching experience, upon presentation of documentations of accrued experience;, the years of experience; related to the subject the candidate has

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been hired to teach.

1.1.4.5. Intern experience, if the experience was contracted and occurred within the State of Utah Seniority will be based on the date of hire in Aspen Peaks School District;

1.1.4.6. Half-time experience may be considered for allowance of full-time teaching (i.e. kindergarten) credit for years;

1.1.4.7. State institutions experience, such as the (i.e. Utah State Developmental Center, etc.).

1.1.5. Credit for experience will not be allowed if it occurred in any of the following circumstances:

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

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

1.1.5.3. Experience is not allowed for military service.

1.1.5.4. Salary placement for newly hired teachers will be tentative until Step or Lane placement is documented. Pay may be adjusted retroactively when credits, degrees, and experience are submitted, appropriately confirmed, and approved.

1.1.5.5. Employees have 45 calendar days from the contract start date to submit their documentation after which retroactive pay will be disallowed.

1.1.5.6. Provisional status is determined by the documentation available to the district at the 45 calendar day mark.

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 Aspen Peaks 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 Aspen Peaks experience.

1.3.2. If the teaching experience in Aspen Peaks was less than ten 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 10 using a combination of Aspen Peaks 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 to the individual on the basis of this signing date as per Policy No. 4135 (1.3.1).

1.3.4. Fringe benefits will be determined by Policy No. 4037 (1.6.1).

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

1.3.5.1. Seniority commences with the first day the retiree signs their contract. As established as per in Policy No. 4135 (1.3.1).

1.3.5.2. The individual will be considered a provisional employee and will be evaluated as per in Policy No. 4130 (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.

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

1.4.3. Salary schedule placement shall not exceed Step 4 of the appropriate

lane for which the employee is qualified.

1.4.4. Rehired Aspen Peaks School District retirees will be permitted to continue to receive their Aspen Peaks School District Retirement Incentive benefits.

1.4.5. Hired retirees (from outside Aspen Peaks School District) will not be eligible for any Aspen Peaks Retirement Incentive benefits as per Policy No. 4253.

1.4.5.1. Individuals, other than retired Aspen Peaks employees, who were hired prior to March 1, 2006, are eligible for the same Aspen Peaks retirement benefits as all other Aspen Peaks employees.

1.4.5.2. The post retirement medical benefit accrued by Aspen Peaks retirees will run simultaneously with their active employee insurance benefit.

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

1.4.7. Contracted employment with Aspen Peaks School District cannot begin until one year after the retirement date as defined by the URS.

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 1.1.1 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. 4130 (1.3.1)).

2. COMPENSATION SALARY INDEX

2.1. Salary indexes are used for educators in the District. The salary index is a means of ensuring fair and equitable treatment to all members of the instructional staff. The schedule is based on training and experience. There is no

salary distinction based on the organizational level of the schools. The salary schedule for counselors, occupational therapists, physical therapists, school psychologists, and speech language pathologists are an exception. There is no salary differential based on sex.

2.2. In the case of licensed educators who obtain advanced degrees after their employment with Aspen Peaks School District, before compensation for the degree is given, the educator must receive approval from the Director of Human Resources that the degree enhances the educator's ability to teach in the District or prepares the educator for other district assignments.

2.2.1. In cases where the educator disputes the ruling by the Director of Personnel, the educator may appeal to the district leadership team.

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.

Rules & Regulations

No rules & regulations have been established at this time.

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4037

Contractual Agreements

Statement of Policy

The Aspen Peaks School District Board of Education is committed to hiring and retaining high quality educators. The Board has identified guidelines for contractual agreements associated with provisional and career employees. These contractual guidelines and agreements are identified in the procedures and practices of this policy.

Definitions

1. “Career employee” means the employee is no longer considered provisional and has an expectation of continued employment.
2. “Provisional employee” means the employee is in their first three years in the District and considered at will.
3. “Continuous service” means continuous service during the current term of employment.

Approvals

- Negotiated: May 15, 1984
- Negotiated Revision: October 14, 1986
- Negotiated Revision: September 22, 1988
- Negotiated Revision: March 13, 1997
- Negotiated Revision: June 19, 2001
- Negotiated Revision: May 16, 2008
- Negotiated Revision: May 2012
- Negotiated Revision: April 2017
- Negotiated Revision: May 12, 2021

Procedures

1. CONTRACTUAL AGREEMENT

1.1. New personnel are employed on a one-year provisional contract for each of their first three years in the District, unless they come with teaching experience. Following the completion of the provisional status, employees, when approved by the supervisory and administrative staffs and the Board of Education, may be employed for an extended period as career educators as provided by the Board. Provisional educators who are not issued a contract for the subsequent school year will be notified by April 1 of the school year. Career educators who are not renewed for the subsequent school year will be notified by April 20.

1.1.1. New personnel offered contracts that are advertised after August 15 may be offered a 90-day contract which will automatically be renewed for the remainder of the school year, unless the educator is informed of the intent to non-renew the 60th working day of the contract. Before an employee on a 90-day contract is non-renewed, the principal will work with her/his direct supervisor and the Administrator of Human Resources to be certain there exists justification for the non-renewal.

1.1.1.1. Before an employee may be informed of the intent to not renew their contract, the supervisor must have completed at least one formative evaluation.

1.1.1.2. The 90-day contract is considered to be 90 contract days from the first working day.

1.1.1.3. Educators must hold a license in the area/subject that they are teaching.

1.2. A newly hired educator who previously completed two or more successful years of teaching experience (Policy No. 4035) within or outside of the District will be employed on a provisional contract for a one-year period. She/he may then be employed as a career educator for an extended period as provided by the Board.

1.3. A contract made between the Board of Education and an educator is binding on both parties legally and ethically.

1.4. A request for release of contract should be submitted either directly to the superintendent or through the Human Resources Department, and each case shall be considered on its own merits.

1.5. Educators should make every reasonable effort to complete each contracted year. Educators who find it necessary to terminate their services with the Aspen Peaks School District shall give written notice to the Superintendent of Schools at least thirty (30) calendar days in advance of termination. Resignation without the required 30 calendar days notice or without a release by the Superintendent of Schools, may result in a $200 penalty.

1.6. Only employees who have completed at least three years of continuous service in the Aspen Peaks School District will be provided full fringe benefits. (This excludes retired educators that are rehired in Aspen Peaks School District. Policy No. 4035)

1.6.1. A person who was employed for a period of at least three years in the past, who terminated and then returned to District employment, would not satisfy this requirement. Such employees would be treated as new employees as far as fringe benefits are concerned.

1.6.2. A person receiving an approved leave will return to employment with the district with the same fringe benefits he or she had earned prior to the leave.

Rules & Regulations

No rules & regulations have been established at this time.

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4038

Filing of Transcripts and Certificates

1. FILING OF TRANSCRIPTS AND CERTIFICATES

1.1. Valid certificates and transcripts of credit shall be placed on file in the administration office or payment for service may be withheld. Certificates and transcripts shall be kept up to date in accordance with Utah State School Board Regulation and Aspen Peaks School District policy. As a general rule, educators, when taking additional course work, should obtain credit in the area of study in which they are assigned to work or which may be career enhancing.

1.2. A current certificate must be on file in the District Office or the employee shall not receive his/her October 31st pay check or subsequent pay checks until this requirement is met.

Approvals

- Negotiated: September 13, 1983
- Negotiated Revision: August 25, 1987

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4039

Address Change

1. Address Change

1.1. Any change of address within the year should be reported immediately to the administration office.

Board Approvals

- Board Adopted: January 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4061

Assignment of Certified Educators

1. ASSIGNMENT OF CERTIFIED EDUCATORS

1.1. Educators shall be assigned to positions by the Superintendent of Schools and his assistants after discussion with the supervisors involved. They shall be responsible to the administrator under whom they are assigned. Educators shall be subject to change in assignment as is deemed best for the educator, the schools, and the students.

Board Approvals

- Negotiated: July 21, 1975

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4062

Transfer of Educators

Statement of Policy

The Aspen Peaks School District Board of Education recognizes that educators may need to be moved by assignment, or may choose to be moved to other district schools. The Board delegates to the Human Resource Department, school level supervisors, and to each school's administration the responsibility for implementing the procedures of this policy.

Definitions

- "Transfer" means the assignment of an educator to a different district location. This assignment may be voluntary on the part of the educator or involuntary.
- Layoff of specific program: A reassignment because a program or area is:
    - No longer funded by the state or federal agencies and for which no other source of funding is available.
    - Eliminated because of insufficient student enrollment based on district guidelines of teacher/student ratios and other appropriate statistical information.
    - Consolidated or discontinued.
- Part time assignments: When an employee's assignment is less than the regular full time contract.
- Priority list: A list of teachers in the district or at a school (depending on the change being considered) in which teachers are placed based on endorsement areas, personnel needs, seniority in the district, and the results of the employee's performance evaluation. This list will be used in making placement decisions. The list will be created after accounting for natural attrition

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(retirement, resignation, one year only contracts) at all schools involved.

- Reduction in force: The districtwide need to reduce the number of employees. (See policy 4135) Reductions at an individual school site or in a program shall not be construed as a reduction in force as those employees with ongoing contracts may be placed within the district (see Reassignment)

- Reassignment: In cases of boundary adjustments, school consolidations, school openings, and/or school closures, the placement of contracted employees within the district.

Approvals

- Board Approved: 4/18/90
- Board Approved Revision: September 2020
- Negotiated Revision: May 2022
- Negotiated April 2024
- Negotiated and Revised: July 8, 2025

Procedures

1. INVOLUNTARY TRANSFER OF EDUCATORS

1.1. No educator shall be transferred involuntarily without:

1.1.1. Having met with the principal and, upon request, with the Human Resource Department to review the reasons for the transfer and receive the reasons in writing.

1.1.2. The written reasons for the transfer, if applicable, will clearly identify deficiencies, available resources for improvement, and a recommended course of action to improve the educator's performance.

1.1.3. Being given the opportunity for a discussion with the divisional supervisor regarding the transfer.

1.2. All involuntary transfers must receive final approval by the Superintendent or designee.

1.2.1. The receiving school principal will be notified of the reasons the educator is being transferred.

1.2.2. If an educator is involuntarily transferred for deficiencies, they will be placed on probationary status for the next school year.

1.2.3. An involuntary transfer may be initiated by the district in response to concerns, controversy, or problems of significance at the school.

1.2.3.1. A principal may not request an involuntary transfer unless the educator has been informed of the concern(s) and provided a written summary.

1.2.3.2. A single issue of significance may trigger an involuntary transfer.

2. ASSISTED TRANSFER OF EDUCATORS

2.1. An educator may complete an application to transfer within the district. The transfer request must be submitted to Human Resources by March 15th. The Human Resources Department shall prepare bulletins of known vacancies, which will occur for the following year. The Human Resources Department will post weekly on the district website the openings and an electronic copy will be sent to the association president's and the association offices upon request. After the bulletin is published, it is the responsibility of the teachers on the transfer list to contact the principal within the advertisement period to inquire about a specific position.

2.2. In the event an educator needs to be moved to another school due to an issue with their certification, endorsement, or other similar reason; the educator shall be assisted with the transfer by the Human Resource Department and the divisional supervisor. This teacher will not have a change in status regarding qualification as a career educator. In the event the educator is on provisional status, guidelines associated with moving from provisional to career status will be followed according to policy.

2.3. Teachers who have applied for a transfer by March 15 have the responsibility to make personal contact with the principal with the

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vacancy. Upon request by the teacher, an interview will be granted.

2.3.1. Teachers interested in more than one opening in a school may only receive one interview for all applicable openings within that school.

2.3.2. The Human Resource Office will exercise every available option in attempting to honor the voluntary transfer request.

2.3.3. Teachers who have not made an application to the Human Resources Department for transfer by March 15 may still be considered for transfer up to August 1. However, principals are under no obligation to interview these teachers.

2.3.4. In case of a district reconfiguration, additional consideration will be given to teachers with 20 or more years of contracted Aspen Peaks district experience based on their district hire date.

2.3.4.1. Educators whose position will be located in the newly created district could be transferred in accordance with the negotiated process of policy 4062.

2.3.4.2. Transfers can only be honored if there are open positions. Teachers need to be placed on the transfer list by March 15

2.4. An educator must serve a minimum of two years in the school with an expectation of continued employment to be eligible for transfer to another school. Any exceptions must be approved by the appropriate divisional supervisor.

3. PROCEDURE FOR THE REASSIGNMENT OF EDUCATORS

3.1. When staffing will change, the association will be notified by the superintendent or designee of the plans and procedures prior to the implementation of those reassignment plans.

3.2. In the event that it becomes necessary to eliminate or reduce specific

positions as a result of declining enrollments, boundary adjustments, layoff of a specific program, school consolidations, school openings, and/or closures, each contracted individual affected will be reassigned according to the following guidelines after accounting for natural attrition (retirement, resignation, one year only contracts):

3.2.1. The individual will be placed in another position within the school for which they are qualified.

3.2.2. The individual will be placed in another position within the District for which they are qualified.

3.3. The reassignment will be in accordance with the individual's order on the priority list and in terms of the provisions of this policy. An educator who does not have the proper certification cannot replace a professional educator who has the proper certification. Educators who do not have the proper certification will not be moved from secondary to elementary positions or from elementary to secondary positions.

3.4. The District is responsible for placing educators at schools within the District in comparable positions if possible. If there is no position available, the reduction would constitute a RIF and the RIF policy 4135 would be in effect rather than the transfer procedure.

Educators transferred will be given first option for any opening within their certification area in the school from which they were transferred provided that vacancy occurs prior to August 1st. This option shall be in effect only until August 1st of the year the educator was involuntarily transferred.

3.5. Educators hired between the reorganized school districts within one calendar year of July 1, 2027 (the allocation date for the reconfigured districts) retain their employment status. (UCA 53G-3-308)

Board Approvals

- Negotiated: November 1, 1985
- Negotiated Revision: November 26, 1991
- Negotiated Revision: June 12, 2007

- Negotiated Revision: May 21, 2013
- Negotiated Revision: September 2020
- Negotiated Revision: May 2022
- Negotiated April 2024
- Negotiated and Revised: July 8, 2025

Rules & Regulations

No rules & regulations have been established at this time

Citations

Utah Code § 53G-3-308

Policy No. 4135 | Guidelines for Reduction in Force

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Policy No. 4063

Student-Educator Ratio

1. STUDENT-EDUCATOR RATIO

1.1. The District, as well as the Association, is greatly concerned with quality of education and recognizes the beneficial effect of keeping the student-educator as low as possible. Any monies gained or lost through the student-educator ratios is in, and does go to the M & O budget.

Board Approvals

- Negotiated: 1982
- Board Reviewed: December 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4064

Class Load

1. CLASS LOAD

1.1. Class Load: In the event that a classroom educator feels that the pupil-educator ratio might be excessive, the educator may appeal to the principal who shall make every attempt to resolve the problem. In the event that the situation cannot be resolved by the principal, the principal shall request relief from the district administration (i.e., aides, additional educator, re-assignment of students or some other form of assistance.)

Board Approvals

- Negotiated: May 21, 1980

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4065

Classroom Interruptions

1. CLASSROOM INTERRUPTIONS

1.1. The District will work with the administrators to free educators from administrative and secretarial duties and reduce classroom interruptions. Such as:

1.1.1. Indiscriminate use of loud speakers.

1.1.2. Interruptions of class when students check in and out of school.

1.1.3. Attendance checks during the day.

1.1.4. Collecting money.

1.1.5. Educators working as attendance officers.

1.1.6. Keep school announcements to a reasonable amount of time.

Board Approvals

- Negotiated: May 15, 1984
- Board Reviewed: December 2008
- Negotiated Revision: May 21, 2013

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4066

Aides in Classroom

1. AIDES IN CLASSROOM

1.1. Educator aides are assistants, not educators, and as such should not perform instructional tasks that are not under the direction and guidance of the educator.

Board Approvals

- Board Approved: December 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4067

Assistance to Classified Personnel

1. ASSISTANCE TO CLASSIFIED PERSONNEL

1.1. Educators and classified personnel shall work cooperatively in the entire educational process.

1.2. Cooperative work shall include among other things, educator supervision when assigned to ride a school bus, assisting the school nurse in the solution of student health problems as requested by the principal. Educators shall seek the assistance of the school nurse in solving health problems that may come to the attention of the educator.

1.3. It shall be the responsibility of everyone associated with the educational process to encourage and to help create a wholesome atmosphere throughout the school.

1.4. Special requests for maintenance type work in the classrooms or for special clerical assistance from school secretaries shall be cleared with and assigned by the principal.

Board Approvals

- Negotiated: September 1983

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4068

Counselor Utilization

1. COUNSELOR UTILIZATION

1.1. It is agreed that every reasonable effort should be made to allow professional certified employees, regardless of certification, to focus their time and energies in their areas of expertise. This concern relates to, but is not limited to, counselors. It is also agreed to encourage the utilization of available funds to assist certificated employees in their responsibilities such as scheduling.

Board Approvals

- Negotiated: September 13, 1983
- Board Reviewed: December 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4070

Student Educators

1. 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 their first three years in Aspen Peaks School District and/or completing an ARL should not be used as a cooperating teacher. Exceptions would require supervisor approval.

Board Approvals

- Negotiated: 2019

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4072

Keys

1. KEYS

1.1. Educators are entitled to have a key to their room and to one of the exit doors. Under no circumstances may educators have these keys duplicated or permit them to be duplicated.

Board Approvals

- Board Approved: January 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4073

Systematic Inservice Training

1. SYSTEMATIC INSERVICE TRAINING

1.1. The school district is very concerned with upgrading the quality of education and to supplement this goal desires to offer a series of educational in-service training programs. Educators may choose from among the various offerings the training that will be best for their particular interest. Educators shall be encouraged to spend a minimum of fifteen clock hours during the year in in-service programs or in college courses. Each fifteen hours of in-service training will earn one semester hour of in-service credit which may be used toward salary lane changes. Verification of credit shall be provided by the sponsoring institution.

1.2. The following in-service will count for lane change credit:

1.2.1. In-service sponsored or approved by Aspen Peaks School District Administrator of K-12 Curriculum and Education Services.

1.2.2. In-service (classes, symposiums, workshops, seminars, curriculum development conferences, etc.) sponsored by the State Office of Education or an accredited college or university

1.3. Individuals wishing to sponsor or participate in activities must receive prior approval from the Administrator of K-12 Curriculum and Education Services in order for it to count as lane change credit.

1.4. The principal will provide verification of re-licensure activities conducted at the local school level. This may be done at the time of the activity or as a cumulative verification provided to the educator no later than the last day of school.

Board Approvals

- Negotiated: October 28, 1981
- Negotiated Revision: July 26, 2000
- Negotiated Revision: May 6, ,2014

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4075

New Buildings

1. NEW BUILDINGS

1.1. The Superintendent assures the Association that all involved educators will be given an opportunity to make input on new structures when they are being planned.

Board Approvals

- Negotiated: July 7, 1974
- Board Reviewed: December 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4076

Media Expenditures

1. MEDIA EXPENDITURES

1.1. It is agreed by both teams that every effort should be made by appropriate district and local school staff members to insure maximum benefit for each media center dollar expended. Administrators should continue to involve educators and other interested staff members in decisions related to the expenditure of media center funds.

Board Approvals

- Negotiated: September 13, 1983
- Board Reviewed: December 2008
- Board Approved: May 21, 2013

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4090

Instruction

1. Instruction

1.1. Instruction shall be given in subjects and areas as provided by the school laws of Utah and/or the State Board of Education. The course of study shall be designated to meet the needs of the children of the district. It shall conform to the Utah State Course of Study, when and where such Course is provided. It shall not be limited but shall be subject to constant revision to meet changing needs. All educators are expected to participate in the construction and/or revision of and adhere to the course of study, its aims and suggested activities.

1.2. The students' environment should provide a laboratory for a vast amount of positive learning. Courtesy, self-control and citizenship are desirable characteristics which students acquire if the quality of living and learning in school is on a high level.

Board Approvals

- Board Adopted: (1)

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4091

Goals and Objectives

1. EDUCATORS SUPPORT THE MISSION, VISION, VALUES AND GOALS OF THE ASPEN PEAKS SCHOOL DISTRICT.

1.1. Educators function as collaborative teams in Professional Learning Communities, using the essential questions and data, with student learning as the focus.

2. PARTNERING WITH PARENTS

2.1. Educators work in partnership with parents when it comes to the education of their student.

2.2. In order to communicate current student information with parents, teachers will record attendance daily and update grades weekly through the school/district SIS system.

2.3. Parents shall be notified before failing grades are given. Notification should be given with time for remediation. Information through the mail, e-mail, phone contact, or a personal conference shall constitute notification.

Board Approvals

- Board Approved: June 16, 2013

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, gender or sexual orientation. | additional information: aspenpeaks.org

- Board Adopted
- Revised: September 22, 1988

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, gender or sexual orientation. | additional information: aspenpeaks.org

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4092

Safety

1. SAFETY

1.1. Educators shall become thoroughly acquainted with school rules, regulations, and equipment concerning student safety. They shall teach the students the proper methods of evacuating the building when the alarm is sounded.

Board Approvals

- Board Adopted: 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4093

Care of Students

1. Care of Students

1.1. Each educator shall act as a reasonably prudent individual in safeguarding pupils. Pupils should not be sent on errands off the school grounds unless the principal grants permission.

Board Approvals

- Negotiated: September 13, 1983

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4094

Report Student Injuries

1. REPORT STUDENT INJURIES

1.1. Educators will submit an oral report to the principal regarding all student injuries. A written report shall be submitted regarding serious injuries.

Board Approvals

- Board Adopted: May 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4095

Records (Teacher Record Keeping)

1. RECORDS

1.1. Educators shall keep such records and reports and compile information necessary for the successful execution of their work that may be required by their principal or the district staff.

Board Approvals

- Board Adopted: January 23, 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4096

Time Schedule

Statement of Policy

The Aspen Peaks School District Board of Education is committed to establishing and maintaining appropriate standards of professionalism for its educators. A measure of professionalism is adherence to the terms of the educator's contract. The Board recognizes that such adherence enhances the public image and trust of its employees. Fulfilling contracted working time is one important part of professionalism. The Board delegates to each school administration the responsibility for establishing parameters of professional conduct in regards to contract time.

Definitions

1. "Contract Time" means the standard contractual workday for educators of eight hours and 30 minutes, of which 30 minutes is for lunch.

2. "Lunch" means duty-free, 30 minutes.

Procedures

1. EMPLOYEE OFFICIAL DUTIES

In order to fulfill the contract time, educators may work their contract time any time between 6am and 5pm. The time chosen to be worked is the individual educator's choice. This choice must meet the criteria established in 1.2, 1.3, and 1.4 of this policy.

The following steps are to be followed to ensure professional

1.1. The principal is encouraged to clarify the contract requirement, as defined above, at the beginning faculty meeting each year and at other times considered necessary.

1.2. Educators should report to school at least 30 minutes before regular school begins in the morning and remain at least 30 minutes after the close of the regular school day as part of the eight hours and 30 minute day which includes a 30 minute duty-free lunch.

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1.3. Educators must be present for scheduled meetings including collaboration, team meetings, faculty meetings, and parent-teacher conferences.

1.4. Educators will notify the principal or the appropriate administrator designee before leaving school during regular contract hours.

1.5. Educators may work with their administration to determine reasonable exceptions to these expectations.

1.6. In the event an educator establishes a pattern of unacceptable performance in this area, the principal is to hold a conference with the educator citing the observed deficiency and outlining, in writing, expected improvement.

1.6.1. If the pattern continues, a second conference is to be called involving the offending educator, the principal, and if requested, the association building representative. The educator will again be reminded of contractual requirements. The educator will be given a statement of expected improvement in writing.

1.6.2. If the pattern continues, the principal may do either or both of the following:

1.6.2.1. Assign the educator school related duty, outside of contract time, commensurate with the time missed for each time the educator comes late or leaves early without the principal's permission.

1.6.2.2. Initiate orderly termination procedure.

Board Approvals

- Negotiated: September 13, 1983
- Negotiated Revision: September 8, 1993
- Negotiated Revision: May 2022
- Negotiated Revision: May 2023

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4097

Standards of Dress and Grooming

1. 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 Aspen Peaks 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. 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. Jeans are considered appropriate. Casual wear may be worn to special activities.

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

Board Approvals

- Negotiated: 1982
- Negotiated: 2019
- Negotiated Revisions: 2020

- Negotiated Revisions: May 2022
- Negotiated Revisions: May 11, 2023

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4098

Attendance at Meetings

1. ATTENDANCE AT FACULTY MEETINGS

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, 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, including virtual options, shall be determined by the principal after consultation with the faculty. Faculty meetings 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

Board Approvals

- Negotiated: September 13, 1983
- Negotiated: 2019
- Negotiated Revisions: September 2020
- Negotiated Revisions: May 2022

Procedures

No rules & regulations have been established at this time.

Approvals

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4100

Drug Abuse

Statement of Policy

Aspen Peaks School District has a responsibility to maintain public trust and confidence by providing a safe school environment for students and a safe workplace for employees. The District is committed to provide a drug-free, smoke-free, and alcohol-free workplace. Employees of the Aspen Peaks School District are expected to follow the federal, state, and local laws regarding use, distribution, manufacturing, and/or possession of alcohol, drugs, and tobacco. Violation of this policy may result in suspension, remediation, and/or dismissal.

Board Approvals

- Board Approved: November 14, 1989

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4101

Educational Conferences and Conventions

1. EDUCATIONAL CONFERENCES AND CONVENTIONS

1.1. Educators may be permitted to attend special workshops, conferences, and other meetings of inservice training and educational improvement when such attendance is planned with and approved by the administrative staff.

1.2. The Board of Education will budget annually an amount of money equal to the base salary for educators of the previous year to be expended for professional workshops, conferences, and other meetings of inservice training and educational improvement. Attendance at such activities will be considered on the basis of the value which will accrue to the educational program of the district. Any educator who has been in continuous employment in the district for three years may make an application for attendance to specific activities as defined in this policy. The administrative staff will review and approve requests within budget limitations.

Board Approvals

- Negotiated: September 13, 1983
- Negotiated Revision: September 2020
- Negotiated Revision: May 2022

Procedures

No rules & regulations have been established at this time.

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, gender or sexual orientation. | additional information: aspenpeaks.org

Rules & Regulations

No rules & regulations have been established at this time.

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ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4103

Personnel Records

1. Personnel Records

1.1. An employee's individual personnel records are open for review upon request.

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 will acknowledge the material by their signature indicating that they have 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.

Board Approvals

- Negotiated: June 19, 1979
- Negotiated: 2019

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, gender or sexual orientation. | additional information: aspenpeaks.org

Procedures

No procedures have been established at this time.

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Rules & Regulations

1. PERSONNEL RECORDS

1.1. Personnel records shall be kept on employees and shall include information about assignment, experience, certification, salary, evaluations, termination, leaves, and other matters the administration considers appropriate to an employment history.

1.2. The Personnel Office shall have jurisdiction over the personnel files. Once a record or report has been filed, it cannot be removed.

1.3. Those records kept in the official files in the Personnel Office shall be used in the event of a disputation. Principals and supervisors shall be allowed and are encouraged to keep records. Any items to be placed in the official file which might be considered derogatory or negative must first be read by the employee. The employee shall be requested to acknowledge the material by his signature indicating that he has seen the material, but the signature does not necessarily indicate agreement. In the event that an employee does not acknowledge the record to be placed in the file, then a discussion shall occur and the material placed in the file along with an acknowledgment by the principal or the supervisor indicating that the employee refused to sign. The employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments.

1.4. An employee may review his/her own file during normal business hours in the presence of the administrator responsible for maintaining the personnel file.

Approvals

- 5/25/88

Policy No. 4104

Conflict of Interest

Statement of Policy

It is the policy of Aspen Peaks School District to protect public interests and to maintain the faith and confidence of citizens in the integrity of the public schools and school employees by setting standards of employee conduct which preclude actual or potential conflicts of interest between their public duties and their private interests. It is the District's intent to maintain high standards of employee conduct by prohibiting employees from improperly disclosing or using information, from using their positions to secure privileges or exemptions, or from accepting employment which would impair independence of judgment or ethical performance (UCA 67-16-1, et. seq.).

Board Approvals

- Board Approved: December 14, 1993
- Board Reviewed: December 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4105

Care of Buildings and Equipment

1. CARE OF BUILDINGS AND EQUIPMENT

1.1. Educators should feel a responsibility for the care of school buildings and equipment. They should encourage students to respect school property through keeping rooms and halls neat and orderly.

1.2. Educators should conserve energy whenever possible and as appropriate within their classrooms by turning off lights when not in use and keeping windows and/ or shades adjusted to allow maximum efficiency of heating and air conditioning.

Board Approvals

- Negotiated: September 13, 1983

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4106

Educator Preparation and Collaboration Time

Statement of Policy

Recognizing that educator preparation time is a valuable component of the education process, the Aspen Peaks Board of Education hereby establishes specific guidelines for educator preparation and collaboration time. It should be understood that the time set aside for preparation purposes is to be used toward the improvement of the teaching and learning process. All contract and hourly teachers receive preparation time appropriate to their assignment.

Definitions

1. "Preparation Time" means the contract time (including before and after school and non-teaching class periods in secondary schools and specialty time in elementary schools) that is to be used by an educator in correcting assignments, creating lesson plans, and doing other activities which are related to the educator's teaching duties.

Board Approvals

- Negotiated: September 13, 1983
- Negotiated Revisions: September 2020
- Negotiated Revisions: May 2022

Procedures

1. EDUCATOR PREPARATION TIME

1.1 Occasionally, the principal or supervisor may ask an educator to perform school-related tasks during their preparation time (with advanced notice when possible),

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such as bus duty, IEP and 504 meetings, and hall duty.

1.2 In general, when a school week is shortened due to holidays, priority should be given to honor the full time for personal preparation. This doesn't exclude teams from meeting if teachers choose to do so.

2. EDUCATOR COLLABORATION TIME

2.1 Collaborative teacher team meetings traditionally take place weekly

2.1.1 Collaborative team meetings focus on improving student learning by utilizing district frameworks and embracing processes used in high-functioning professional learning communities (PLCs).

2.1.2 School personnel--learning coaches, counselors, administrators, and others--may participate in collaborative teacher team meetings to support the team's pursuit of student achievement goals. As partners in the overall school PLC, each plays a vital role in achieving better results for students, teams, and the school.

Board Approvals

- Negotiated: September 13, 1983
- Negotiated Revision: September 8, 1993
- Negotiated: 2019
- Negotiated Revisions: September 2020
- Negotiated Revisions: May 2022

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4108

SALARY SUPPLEMENT FOR HIGHLY NEEDED EDUCATORS (SHINE)

Statement of Policy

The Aspen Peaks School District Board of Education recognizes that certain subject areas of high need have historically proven difficult to fill. The Board appreciates that the legislature, through the Salary Supplement for Highly Needed Educators (SHINE) grant program, has taken steps to supplement the pay of qualified educators who hold positions in these high-needs areas. The Board enacts this policy to ensure compliance with state law, and designates the Business Administrator and the Executive Director of Human Resources to collaboratively (i) annually identify the District's high-needs areas and criteria for educator eligibility and update the Definitions and Procedures to reflect those needs and eligibility criteria; (ii) communicate updates to this policy to the District's educators; and (iii) apply this policy and disburse supplemental SHINE funds to eligible teachers who have qualifying assignments in these high-needs areas.

Board Approvals

- Adopted: April 23, 2025
- Reviewed: February 10, 2026

Rules and Regulations

1. DEFINITIONS

Definitions applicable to this policy are intended to be consistent with UCA 53F-2-504, as effective 07/01/25.

1.1. **Eligible teacher** means a teacher or educator who:

1.1.1. has a qualifying assignment;

1.1.2. has a current Utah Educator License with the appropriate license area and endorsements;

1.1.3. either:

1.1.3.1. holds a degree in a specific subject area directly related to their qualifying assignment; or

1.1.3.2. has at least 10 years of experience in Utah teaching in the area of the qualifying assignment; and

1.1.4. is either:

1.1.4.1. a new employee of the District; or

1.1.4.2. has not received the lowest rating on any evaluation or the professional growth plan on the educator's three most recent evaluations.

1.2. **High-needs area** (starting in the 2025-26 school year) means a teaching assignment in any of the following areas:

1.2.1. Physical Sciences (specifically Chemistry, Physics, and Junior High Integrated Science);

1.2.2. Secondary Mathematics;

1.2.3. Computer Science;

1.2.4. Deaf Education; and

1.2.5. Special Education.

1.3. **Qualifying assignment** means a teacher or educator who is assigned to a high-needs area.

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2. SUPPLEMENT FOR HIGHLY NEEDED EDUCATORS (SHINE)

2.1. Effective 07/01/25, the SHINE grant program (formally known as the Teacher Salary Supplement Program (TSSP) and administered by the Utah State Board of Education) shall provide funding to the District to supplement the salaries of eligible teachers.

2.1.1. Available funds will be allocated equally to eligible teaching positions and pro-rated based on the FTE percentage of qualifying assignments taught (see 2.4 in this policy).

2.2. To qualify for the SHINE salary supplement, an educator must submit an application to District Human Resources before September 1st each school year that the educator wishes to be considered an eligible teacher and receive a SHINE salary supplement. Qualifications for the SHINE salary supplement may change each year, based on the District's determination of high-needs areas for the upcoming school year.

2.2.1. The Human Resources and the Business Services departments shall collaboratively verify each educator's eligibility factors, including:

2.2.1.1. a qualifying assignment for the upcoming school year (including qualifying assignments which are in effect on a semester-long basis);

2.2.1.2. appropriate licensure and endorsements;

2.2.1.3. an appropriate degree or sufficient years of experience; and

2.2.1.4. sufficient evaluation ratings (in cases where the applicant is not a new employee of the District);

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2.2.1.5. Maintains employment with the district for the entire school year.

2.2.2. Once the eligibility of the applicants has been determined, the Human Resources and the Business Services departments shall provide the Executive Director of Human Resources a comprehensive list of eligible teachers (including educators who are eligible teachers on a semester-long basis). The Executive Director of Human Resources shall certify this list and notify each applicant of the determination on their application no later than October 15th.

2.3. Educators who are not determined to be eligible teachers for the upcoming school year may appeal this determination by submitting a written notice of appeal to the District's Executive Director of Human Resources within 15 days of the date the District notifies the educator that they will not be considered an eligible teacher for the upcoming school year. When responding to any such appeal, the District shall:

2.3.1. consider whether the educator's teaching assignment is substantially equivalent to a high-needs area;

2.3.2. review newly provided transcripts or other documentation which would allow the District to determine whether the educator is an eligible teacher with a qualifying teaching background; and

2.3.3. at the conclusion of a successful appeal, add the educator to the certified list of eligible teachers.

2.4. Payment amounts will be determined yearly based on the number of applicants and the amount of money allocated by the state legislature to this program.

2.4.1. Eligible recipients will receive an equal amount of the allocation except for reductions as noted below (for which a prorated amount will be given):

2.4.1.1. Less than 100 percent of teaching schedule;

2.4.1.2. Part-time status; or

2.5. Teaching the eligible classes for a semester.

2.6. As per state code this policy will be reviewed annually by the Business Administrator and the Executive Director of Human Resources.

2.6.1. Educators who wish to apply for the SHINE salary supplement are encouraged to review this policy annually for any changes to the District's determination of high-needs areas for the upcoming school year.

Procedures

No procedures have been established at this time.

Citations

Utah Code § 53F-2-504

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4109

Extended Contracts and Addendas

Statement of Policy

The Aspen Peaks School District Board of Education recognizes the work in which its employees engage may be beyond the terms of the contract. As specified below it may be appropriate to provide additional time and compensation by extended contract or addenda. Therefore, The Board has designated the Business Administrator and the Executive Director of Human Resources to work collaboratively to apply this policy.

Definitions

1. An extended contract is for certain services defined below provided beyond the educator's standard 185 day contract. Extended contracts shall be for one year unless a different term is specified. Services qualifying for extended contract status must satisfy at least one of the following conditions:
   - 1.1. A specified number of days.
   - 1.2. A specified number of hours on a regular basis equated to a fraction of a contract day. As a general rule these contracts would be for an extended period.
   - 1.3. Certain Extended Year Programs - In general these would be programs with special State or Federal funding.

Board Approvals

- Negotiated: November 1, 1985
- Negotiated Revision: June 12, 2007
- Negotiated Revision: April 2017
- Negotiated Revision: May 2022

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Procedures

1. EXTENDED CONTRACTS AND ADDENDAS

1.1. Prior to the beginning of the extended service, the extended contract provisions will be detailed in a separate written agreement between the educator and the District. Signing of the contract shall indicate acceptance of the extended program. The contract shall not be unilaterally changed. Except as otherwise stated in the separate agreement, all terms and conditions of the individual's current basic contract shall remain in effect.

1.2. The educator and the District are bound by the contract unless the individual and the District mutually agree to the individual's release from the extension, the individual terminates employment with the District, or the individual is involuntarily terminated from the extended program. The pay for each type of extension shall be included as part of the individual's total annual salary. The rate of pay shall be at the standard contract rate except as noted below. The sick and personal leave provisions of the negotiated agreement shall apply to those individuals on extended contracts. Sick and personal leave benefits will not be increased for extended contracts. The standard contract will not be altered at the time an extended contract is effected.

1.3. General guidelines will be established by the District for each program. The District will invite association representatives to provide input during guideline development. The guidelines should include at least the following areas for the program:

1.3.1. Salary

1.3.2. Length of extended contract

1.3.3. Reasons and process for voluntary or involuntary termination from extended contract

1.3.4. Status of fringe benefits

1.4. The following programs are presently considered to satisfy the requirements for Extended Contract status: (It is recognized that this list may not be all inclusive.)

1.4.1. Counselors

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1.4.2. Psychologists
1.4.3. Vocational Educators

1.5. In the event that the extended contract is terminated under the above guidelines, the individual's original contract shall remain in effect.

1.6. A situation may arise where the state or federal funding of a program is insufficient to compensate the educator at the standard rate. In such a mutual agreement may be made between the Administrator of Human Resources, the division head and the educators involved to operate the program at a reduced educator compensation rate. In the event mutual agreement is not reached the program may be reduced in scope or canceled at district option.

1.7. An addenda is defined as compensation for educator services beyond the standard contract which do not satisfy the requirements for an extended contract. Compensation for extra curricular supervision (coaching, activity supervision, etc.) are considered addendas. Policy numbers 4030 and 4068 govern the determination of the compensation rate.

1.8. The compensation and term for other addenda services which have not been negotiated will be set by the District and provided in a written addenda agreement to the educator prior to the commencement of the service. Addendas are separate from the educator's standard or extended contract.

1.9. Discontinuance of the educator's addenda services during the term of the addenda agreement must be by mutual agreement between the educator and the District.

1.10. Implementation

1.10.1. The written contract agreements to effect the above shall be in place no later than the 1986-87 contract year.

Approvals

- Negotiated Revision: May 2022

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4110

Kindergarten Educators

1. KINDERGARTEN EDUCATORS

1.1. The district administration will encourage the principals to work out any unique problems peculiar to kindergarten educators; however, kindergarten educators must recognize that the State minimum requirement of instruction time must be given to each child.

1.2. At the discretion of the local school administration, kindergarten educators may use up to three days annually for parent visiting days.

Board Approvals

- Negotiated:
- Negotiated Revision: August 21, 1995

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4112

Extracurricular Activities

Statement of Policy

The Board of Education recognizes that staff support of students participating in student government and extracurricular activities is crucial in offering important educational and lifetime benefits upon students and supports efforts of schools to provide these opportunities to all students.

The Board also acknowledges that the personnel assigned to supervise students who do participate in student government and extracurricular activities, particularly competitive athletics, serve as role models for others in the school and community. As a result of this important role, the adult coaches, advisors, and assistants are expected to comply with the policies of the Board of Education at all times in a manner befitting their positions and responsibilities.

This policy is written in compliance with §53a-11-908 Policy Number 4194, Section 1.2.2.

Board Approvals

- Negotiated
- Negotiated Revision: August 25, 1987
- Revised 2/20/98
- Negotiated Revision: May 6, 2014

Procedures

No procedures have been established at this time.

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Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4113

Summer School Classes and Summer School Class Employment

1. SUMMER SCHOOL CLASSES AND SUMMER SCHOOL CLASS EMPLOYMENT

1.1. Schools may offer any class approved by the principal. Parents, students, and educators should be invited to recommend classes for consideration.

1.2. All classes must be financially self-sustaining from student fees.

1.3. Class fees to be charged will be determined by the principal and must be sufficient to cover all costs including, but not limited to, the following:

1.3.1. Educators' Salaries

1.3.2. Supplies

1.3.3. Transportation

1.4. Receipts in excess of needs for a given class should be retained by the school to support other approved Extended Year Programs.

1.5. If enrollment in a class is insufficient to pay the required operational costs, three options are available.

1.5.1. The class may be canceled.

1.5.2. The class may be subsidized by excess fees, if any.

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1.5.3. The educator may contract to teach the class for a reduced time period and/or salary amount as negotiated with the principal. The principal is to obtain parent (elementary) or student (secondary) approval before reducing the class time from the amount announced at registration time.

1.6. One-quarter hour of secondary credit may be awarded for programs which meet for the amount of time equivalent to the day school program.

1.7. Educators' summer school hourly rate of pay will be held at the summer of 1996 hourly rate $22.51 for the summers of 1997, 1998 and 1999. Commencing with the summer school of 2000 the hourly rate will be increased yearly by the same percent as the base salary. Prior to the 1991-92 agreement, the hourly rate was computed as follows: Average annual educator's instructional wage 182 x 7 The salary is to be paid through established District payroll procedures.

1.8. The Clear Creek Elementary Summer School program is excluded from these guidelines.

1.9. Summer school recreation pay is not within the responsibility of the Board of Education. However, any educator who wishes may propose a summer school program and by application may receive funding under direction of the Board of Education.

Board Approvals

- Negotiated: September 13, 1983
- Negotiated Revision: October 14, 1986
- Negotiated Revision: November 26, 1991
- Negotiated Revision: August 16, 1996

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4114

Educator Replacements

1. EDUCATOR REPLACEMENTS

1.1. When educators are supervising students on school-sponsored activities or other school-related business, the principal will provide an adequate replacement for the educator during his or her absence. Only on rare instances will other educators be asked to teach the classes of the educator who is away from school on supervisor activities.

Board Approvals

- Negotiated: July 17, 1974

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4116

Job Sharing

Statement of Policy

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.

1. ELIGIBILITY FOR PARTICIPATION

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

1.1.1. Approval by the principal/supervisor of the school where the proposed job share would occur.

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

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

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

1.3. 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 Approvals

- Board Approved: December 9, 1986

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- Negotiated: 2019
- Negotiated Revision: May 2022

Procedures

1. JOB SHARING GRADES 2-6

1.1. Service credit for recertification and retirement is governed by Utah State Board of Education Policies.

1.2. Both teachers must accept full responsibility for the welfare of the children.

1.3. It is recommended that teachers alternate teaching on preparation days. This is to be at the discretion of the principal.

1.4. Both teachers are required to attend faculty meetings and planning periods unless excused by the principal.

1.5. Both teachers shall attend parent/teacher conferences with each teacher providing input to the parents.

1.6. Teachers going to a job share assignment elect a half-time contract. They waive their right to a full-time contract. They may compete for future full-time openings.

1.7. The daily schedule shall be set by the principal.

Approvals

- Board Approved: December 9, 1986
- Negotiated Revision: 2019
- Negotiated Revision: May 2022

Rules & Regulations

No rules & regulations have been established at this time.

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4130

Educator Evaluation as a Professional Growth System

Statement of Policy

Educator evaluation should promote the professional growth of the educator by identifying and reinforcing strengths and establishing goals for improvement. Further, as educators engage in professional growth, they will more fully help students realize the Vision for Learning of the Aspen Peaks School District.

Definitions

1. Career Educator: an educator who is no longer on provisional status.
2. Educator: All licensed staff members
3. Goal: the process of taking active steps to achieve one's desired outcome. It is recommended that educators set goals that are specific and measurable. Goals should also be directly connected to a specific element in the Utah Effective Teaching Standards (UETS)
4. Lines of Evidence: The data educators gather to demonstrate goals or standards are being met.
5. Observation: the scheduled review of an educator's performance for the purpose of providing feedback on the educator's goal. Typically, an observation should be for a minimum of 20 minutes and until the supervisor has the opportunity to view the pedagogy related to the educator's goal.
6. Performance Expectation: The Utah Effective Teaching Standards (UETS) comprises 5 standards that articulate effective teaching and learning (UETS, August 2023). Each standard has four Elements that serve as a measurement of performance, a source of information, and a guide for professional learning

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and support each element.

7. Professional Growth Plan: a goal setting plan which incorporates the five, state-required components of a Self-evaluation on all five Utah Effective Teaching Standards, Feedback from Students and Parents, Feedback from Supervisor Observation(s), Evidence of Student Academic Growth, and Continued Professional Growth.

8. Provisional educator: an educator in their first three years of teaching experience or an educator with three or more years of experience but in their first year with Aspen Peaks School District. (Provisional status may be extended by a principal/supervisor)

9. Supervisor: Those responsible for the evaluation of other licensed staff members.

1. EDUCATOR PROFESSIONAL GROWTH PLAN

1.1. Provisional educators:

1.1.1. The Professional Growth Plan for provisional educators shall encompass the five state-required components as follows:

1.1.1.1. Self-evaluation on all five Utah Effective Teaching Standards.

1.1.1.2. Set a goal for each of the following educator essentials: (They may choose a goal from an Element in each essential):

1.1.1.2.1. Respectful Relationships (1.2, 1.3, 4.1)

1.1.1.2.2. Relevant, Engaged Learning Instructional Practices (2.3, 2.4, 3.3)

1.1.1.2.3. Classroom Climate (4.2)

1.1.1.2.4. The provisional educator is welcome to select any other element they would like to develop

1.1.1.3. Feedback from parents and students designed, sent out, and gathered by the educator.

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1.1.1.4. Supervisor Observation. Supervisors shall conduct a minimum of two scheduled observations of all provisional educators annually for the purpose of providing feedback.

1.1.1.5. Student academic growth–evidence of teacher growth and reflection based on student results.

1.1.1.6. Continued Professional Growth–This process constitutes continued professional growth and the educator is welcome to provide any other evidence of their professional growth.

1.1.1.7. Educators can contribute additional information to inform their rating throughout the process.

1.1.2. It is our expectation that the results of the professional growth plan should be finalized and submitted to the Human Resource office on or before April 1.

1.2. Career educators:

1.2.1. The professional growth plan for career educators shall encompass the five state-required components as follows:

1.2.1.1. Self-evaluation on all five Utah Effective Teaching Standards.

1.2.1.2. Set a goal based on one of the Elements from the UETS (May not include 5.1, 5.2, 5.3, or 5.4)

1.2.1.2.1. The goal may be a school wide or team goal but should be the choice of the educator

1.2.1.3. Feedback from parents and students.

1.2.1.4. Supervisor Observations–Supervisors shall conduct a minimum of one scheduled observation for the purpose of providing feedback.

1.2.1.5. Student academic growth–evidence of teacher growth and reflection based on student results.

1.2.1.6. Continued Professional Growth–This process constitutes continued professional growth and the educator is welcome to provide any other evidence of their professional growth.

1.2.1.7. Educators can contribute additional information to inform their rating throughout the process.

1.2.1.8. It is our expectation that the results of the professional growth plan should be finalized and submitted to the Human Resource office on or before April 1.

1.3. Probationary educators are addressed in Policy 4132.

1.4. An educator who is not satisfied with a summative evaluation may request a review of the evaluation within 15 days after receiving the written evaluation.

1.5. An educator may use the same goal in sequential years provided that substantive progress is made each year.

Board Approvals

- Negotiated: May 21, 2013
- Negotiated: May 12, 2015
- Negotiated: April 29, 2016
- Negotiated: April 2017
- Negotiated: May 11, 2021
- Negotiated: May 2022
- Negotiated: June 2024

Procedures

No procedures have been established at this time.

Approvals

- Negotiated: September 28, 1999
- Negotiated Revision: May 18, 2010
- Negotiated Revision: June 9, 2015
- Negotiated Revision: May 2016
- Negotiated: April 2017
- Negotiated: May 2019
- Negotiated: June 2024

Rules & Regulations

There are no Rules & Regulations at this time.

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Policy No. 4131

Grievance Procedure

1. GRIEVANCE PROCEDURE

1.1. Definitions

1.1.1. A “grievance” shall mean a complaint by an educator who believes that there has been a violation, a misinterpretation, or inequitable applicant of any of the provisions of the Negotiated Agreement or the Policies of the Board of Education.

1.1.2. An “aggrieved person” is an educator or a group of educators asserting a grievance.

1.1.3. A “party of interest” is an educator who might be desirous of taking action, or required to take action, or against whom action might be taken in order to resolve a grievance.

1.2. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest appropriate administrative level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

1.3. Nothing contained herein will be construed as limiting the right of any educator having a grievance to discuss the matter informally with any appropriate member of the Administration to have the grievance adjusted, provided the adjustment is consistent with the terms of the Negotiated Agreement and the policies of the Board of Education. The immediate supervisor or any educator having a grievance is usually the appropriate member of the administration with whom the grievance will

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be discussed.

1.4. Informal Procedures

1.4.1. If an educator feels that he has a grievance, he may discuss the matter with his principal, other appropriate administrator, or Association representative with the objective of resolving the problem informally.

1.4.2. The educator may (1) discuss the grievance personally or (2) request that the Association's representative(s) accompany him and/or request that this Association act on the employee's behalf. Association is defined as the organization with the majority membership of the certified employees of the District and which is the organization recognized by the Board of Education as the negotiating body for certified employees. (This Association does not include administrative personnel.)

1.5. Formal Procedure

1.5.1. Level One - School Principal

1.5.1.1. If an aggrieved person is not satisfied with the outcome of informal procedures, or if he has not elected to utilize them, he shall present his grievance formally in writing to his principal, his immediate supervisor, or appropriate district level administrator if the issue does not involve the principal or the immediate supervisor. The formal written grievance (Level One - School Principal) must be presented to the principal or immediate supervisor no more than 120 days after the aggrieved person became aware of or should have been aware of the circumstances which served as the basis for the grievance.

1.5.1.2. The aggrieved person, the principal, or the immediate supervisor of any educator not working under the direction of a principal, may request a conference prior to rendering a decision by an administrator. The educator may (1) discuss the grievance personally or (2) request that the Association's

representative(s) accompany him and/or request that this Association act on the employee's behalf.

1.5.1.3. The principal or other appropriate administrator, within five (5) working days after receipt of the grievance or after the personal conference, shall render a written decision to the aggrieved person; if the Association was involved, it should also receive a copy of the decision.

1.5.2. Level Two - Superintendent of Schools

1.5.2.1. If an aggrieved person is not satisfied with the decision concerning his grievance at Level One, he may, within five (5) working days after the decision is rendered, or within ten (10) working days after his formal presentation, file his grievance with the Association, or with the Superintendent of Schools.

1.5.2.2. If the aggrieved person files his grievance with the Association, the Association shall, within five (5) working days, make a judgment on the merits of the grievance. If the Association decides, either that the grievance lacks merit, or that the decision at Level One is in conformance with the negotiated agreement and the policies and procedures of the board of education, it shall send written notification to the educator. If the Association decides that the grievance has merit and the decision at Level One is not acceptable, it shall within five (5) working days, refer such grievance in writing to the Superintendent of Schools, with copies going to the educator, and the principal or appropriate supervisor.

1.5.2.3. The Superintendent of Schools or his designee shall within ten (10) working days from the receipt of the written grievance meet with the aggrieved person for the purpose of resolving the grievance. The aggrieved person may have present a representative(s) of the Association at the meeting who may act on the educator's behalf. The Superintendent shall, within five (5) working days after this meeting render

his decision in writing to the aggrieved person, the principal or appropriate administrator,and the Association. If the Superintendent chooses not to act within the five days, the action will move to Level Three.

1.5.3. Level Three - Board of Education

1.5.3.1. If the Superintendent's answer is not satisfactory to the educator, he may request the Association to submit the grievance to this appeal level within five (5) working days of receipt of the Superintendent's written answer by making a written request of appeal to the President of the Board.

1.5.3.2. The President of the Board shall forward the request to the Superintendent who will subsequently initiate a grievance hearing panel.

1.5.3.2.1. The grievance hearing panel shall be derived from the same pool of 20 employees (ten association, ten district) who have been identified to serve as defined in Policy No. 4134, Orderly Termination, Section 2.3.1.

1.5.3.2.2. A grievance hearing panel shall consist of a (3) member panel. The panel members shall be selected as follows:

1.5.3.2.2.1. Prior to the selection of the grievance 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.

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

1.5.3.2.2.3. After panelist(s) 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.

1.5.3.2.2.4. After the elimination of candidates from the pool based upon conflicts of interest, each side shall adjust by deletion the number of remaining candidates to a total of five each.

1.5.3.2.2.5. Each side (the district and the association) shall then select one member from their own remaining pool to serve on the grievance panel.

1.5.3.2.2.6. From the remaining pool of eight (four per side), each side shall select two candidates from the other's pool whose names will be placed in a box for a drawing. The third and final member of the grievance panel shall be selected by drawing the name from the box. The side drawing the name shall be determined by a toss of a coin.

1.5.3.2.2.7. The chair of the grievance hearing panel shall be elected by simple majority vote among the three members.

1.5.3.2.3. At least ten (10) days prior to the hearing date, the parties shall submit to each other, and the hearing panel, a list of all potential witnesses and documents to be presented at the hearing, as well as a written statement of the issues. At least five (5) days prior to the hearing, the parties shall meet to prepare an "Agreed Statement of Facts and Facts and Items in

Dispute", which will narrow the issues to be presented to the panel. A list of witnesses requested to be subpoenaed shall be included. Each party shall submit a statement outlining the estimated time to present their case. This report will be submitted to the hearing panel prior to the hearing date.

1.5.3.2.4. At the hearing, each side may be represented by counsel.

1.5.3.2.5. Based on the documents submitted by the parties, the hearing panel shall apply to the Board of Education to issue subpoenas to witnesses.

1.5.3.2.6. During the hearing, the grievance panel shall hear testimony and allow cross examination.

1.5.3.2.7. Each side will have equal time to present their case, after which the grievance panel may ask questions.

1.5.3.2.8. At the conclusion of the grievance hearing, the panel will retire and deliberate. Upon reaching a decision by simple majority vote, the panel will make written findings including a majority and minority report if the decision is not unanimous, and present the findings along with a recommendation to the aggrieved person through the Association, to the Superintendent and to the Board. Final disposition of the grievance will reside with the Board.

1.5.3.2.9. The Board of Education will take final action on the grievance within 60 days from receipt of the grievance hearing panel's recommendation.

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

1.5.3.2.11. All documents subpoenaed from the district and/or the Association shall be returned to the respective parties at the conclusion of the grievance process.

1.6. General Provisions

1.6.1. Neither the Board nor any member of the administration shall take reprisals affecting the employment status of any educator, any party of interest, any Association representative, or any other participant in the grievance procedure by reason of such activity.

1.6.2. The educator may request the Association's representative(s) accompany and/or represent him in any informal or formal level of this grievance procedure.

1.6.3. If in the judgment of the Association, a grievance affects a group of educators, the Association may submit such grievance in writing directly to the Superintendent's office, and the processing of such grievances may be commenced at Level Two. If there is a member of the administrative staff involved in the group grievance, a copy of the written grievance will be sent to such administrator at the time it is sent to the Superintendent.

1.6.4. All documents, communications, and records dealing with the processing of a grievance may be destroyed upon the settlement of the grievance with the agreement of all concerned parties.

1.6.5. All decisions of the formal grievance procedure will be in writing, setting forth the decision and the reasons thereof and will be transmitted promptly to all parties of interest.

1.6.6. Insofar as possible, arrangements shall be made so that grievances will be heard after school hours unless the nature of the grievance demands an emergency hearing, in which case parties involved shall be released without loss of salary.

1.6.7. No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate step and within the required time specified in this

policy.

1.6.8. The Board agrees to make available to the aggrieved person and the Association representative, and to the party of interest and his representative, all pertinent information not privileged in its possession or control, and which is relevant to the issues raised by the grievance. The Association agrees to make available to the Board of Education and other parties of interest all pertinent information not privileged in its possession or control, and which is relevant to the issues raised by the grievance.

Board Approvals

- Negotiated: November 1, 1985
- Negotiated Revision: June 19, 2001

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4132

Disciplinary Action

Statement of Policy

The Aspen Peaks Board of Education recognizes that employees are expected to model appropriate behavior. When claims of impropriety or substandard educational performance are made, they are to be investigated. If substantiated, appropriate action will be taken. The Board of Education delegates to the local principal or supervisor the right to investigate and take appropriate action in conjunction with Human Resources.

1. DISCIPLINARY PROCESS

1.1. Investigation Process for Taking Action on Complaints

1.1.1. Complaints by administrators, adults, parents, or students must be investigated by the administrator. As part of the investigation the administrator will conference with the teacher regarding the problem. The teacher may choose to have an Association representative present.

1.1.2. The investigation should be fair and both sides of the issue should be carefully considered.

1.1.3. Upon receipt of the complaint. The principal will encourage a meeting between the teacher and the person making the complaint. In the event that the complainant is unwilling to meet with the teacher, the principal will visit with the teacher regarding the complaint and present the complainant the response of the teacher.

1.1.4. If disciplinary action is forthcoming based upon the complaint, the teacher shall have the opportunity to know the identity of the

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person making the complaint unless there are concerns about student safety.

1.1.5. In cases where the teacher does not have the opportunity to confront the accuser--be it adult or student--if any further action is warranted or taken, the principal will meet with the teacher to explain the reasons why the action is being taken.

1.1.6. The teacher will have the opportunity to submit a written rebuttal.

1.1.7. There can be no retaliation.

1.2. Anonymous complaints will be investigated to determine the validity before disciplinary action is taken.

1.3. Violations of Policy

1.3.1. The administrator would investigate, verify that a problem exists, and counsel with the teacher.

1.3.2. If the problem is of sufficient concern, the administrator creates a statement as to how the teacher has violated the contract, proper procedure or practice. In addition, the administrator will notify the teacher of further action relative to a remediation plan. The teacher, with the assistance of the Association representative (if desired), may provide feedback for consideration on a remediation plan.

1.3.3. If the problem is considered to be remediable, the administrator sets a plan for remediation with the teacher. Recommended contents for a written plan of remediation include:

1.3.3.1. State whether the administrator is issuing an informal directive, a written directive (administrator file), issuing a formal written reprimand (personnel file), placing the teacher on probation, or other action being taken.

1.3.3.1.1. The administrator should consult with Human Resources in making these determinations.

1.3.3.2. Review the policy or concern which is the basis for disciplinary action.

1.3.3.3. State the circumstances, facts, and conclusions of the problem.

1.3.3.4. State what is expected of the employee (requirements for meeting the standard).

1.3.3.5. State the administrator's involvement in remediation.

1.3.3.6. Indicate that the failure to comply may warrant further disciplinary action.

1.4. Substandard Educational Performance (Pilot for the 2024-2025 School Year)

1.4.1. An educator may be placed on probation for substandard educational performance.

1.4.2. A probationary educator will be evaluated: principals shall conduct a minimum of two observations of all probationary educators during the term of probation (at least annually). The educator and their supervisor shall engage in setting goals, gathering lines of evidence, and discussing progress of goals. The supervisor and educator shall use the Utah Effective Teaching Standards (all five Standards, including self evaluation, stakeholder input and student growth components). It is our expectation that observations, student growth, and stakeholder components should be finalized and submitted to the Human Resource office on or before March 1 of the current school year.

1.4.2.1. Educators can contribute additional information to inform their rating throughout the process.

1.4.2.2. Teachers may add a response to the supervisor's evaluation within ten calendar days of the evaluation review.

1.4.2.3. An educator who is not satisfied with a summative

evaluation may request a review of the evaluation within 15 days after receiving the written evaluation.

1.4.3. Successful completion of the evaluation will result in removal from probationary status.

1.4.4. Failure to show improvement may result in further disciplinary action.

Board Approvals

- Negotiated: May 18, 2010
- Negotiated: April 29, 2016
- Negotiated: June 11, 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4133

Administrative Leave

Statement of Policy

It is the policy of Aspen Peaks School District to protect public interests and to maintain the faith and confidence of citizens in the integrity of the public schools and school employees by setting standards of employee conduct. In cases where employees fail to meet the standards, the Board delegates to the Superintendent or a designee the responsibility of investigating inappropriate employee behavior and conduct. In protecting public interests and community trust, the Board recognizes the potential need to place an educator on administrative leave pending the investigation.

Procedures

An educator may be put on administrative leave by the superintendent or a designee, with pay, pending an investigation when it is evident that the continued presence of the individual may be harmful to the employee, students, other employees or to the District. This determination must be based upon a claim or act that portrays a violation of District Policy, State Code which is relevant to the educator's position, or when detrimental to a student's or employee's welfare. Notice of administrative leave is provided by the superintendent or a designee to the educator. The notice must include the reason(s) for the administrative leave. Employee benefits shall not be terminated during the leave.

1. SUSPENSION

1.1. If, following the administrative leave and corresponding investigation, it is determined that a suspension is warranted, notice of suspension is

prepared by the superintendent or a designee. The notice will include the reasons for suspension and advise the employee of the right to request an informal hearing.

1.1.1. Should an educator wish to appeal a suspension, he/she may submit to the superintendent or designee, within five working days of receiving the letter, a written statement of appeal and request an informal hearing.

1.1.2. Within ten working days after receiving the request the superintendent or designee shall contact the educator and schedule an informal hearing. This hearing is not intended to be a forum for legal counsel or witnesses; however, the educator may bring an association representative. The hearing shall be conducted in order to determine if the suspension is appropriate.

1.1.3. The informal hearing officer as appointed by the superintendent shall, within five working days after the informal hearing, prepare a written response to the educator informing him/her of the final decision relative to the suspension.

Board Approvals

- Negotiated: April 2017
- Negotiated: May 11, 2023

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4134

Orderly Termination Policy for Certificated Personnel

1. 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 Aspen Peaks 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.

1.1.2.1. 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. 4035 (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. Aspen Peaks 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.

2. 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

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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

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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 Aspen Peaks 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

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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

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the provisions of Aspen Peaks School District Board of Education policy number 4103 (Personnel Records).

3. 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. 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.

Board Approvals

- Board Approved: November 13, 1984
- Negotiated Revision: October 14, 1986
- Negotiated Revision: August 25, 1987
- Negotiated Revision: June 19, 2001
- Negotiated Revision: May 18, 2010
- Negotiated Revision: May 2012

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Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4135

Guidelines for Reduction in Force

Statement of Policy

The Aspen Peaks School District Board of Education is committed to its dual responsibilities of honoring employee contracts and fulfilling its financial obligations. The Board also recognizes that situations may arise that will cause a conflict between these two responsibilities. In such cases, the Board has delegated to the Superintendent and designees the decision-making ability to correct and ameliorate the issue by making appropriate changes in expenditures which may include a reduction in force. These changes may be necessitated districtwide, at the school level, or by program. This policy will also influence decisions in cases of boundary adjustments, school consolidations, school openings, and/or school closures.

Definitions

1. General layoff: A reduction in force in all areas of the district.
2. Layoff of specific program: A reassignment because a program or area is:
    - 2.1. No longer funded by the state or federal agencies and for which no other source of funding is available.
    - 2.2. Eliminated because of insufficient student enrollment based on district guidelines of teacher/student ratios and other appropriate statistical information.
    - 2.3. Consolidated or discontinued.
3. Part time assignments: When an employee's assignment is less than the regular full time contract.

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4. Priority list: A list of teachers in the district or at a school (depending on the change being considered) in which teachers are placed based on endorsement areas, personnel needs, and the results of the employee's performance evaluation. This list will be used in making placement decisions. The list will be created after accounting for natural attrition (retirement, resignation, one year only contracts) at all schools involved.

5. Reduction in force: The districtwide need to reduce the number of employees. Reductions at an individual school site or in a program shall not be construed as a reduction in force as those employees with ongoing contracts may be placed within the district (see reassignment).

6. Reassignment: In cases of boundary adjustments, school consolidations, school openings, and/or school closures, the placement of contracted employees within the district.

7. Recall or call back: A system of rehiring educators within the provisions of this policy when a reduction in force is no longer necessary.

8. "Transfer" means the assignment of an educator to a different district location. This assignment may be voluntary on the part of the educator, or involuntary.

Procedures

The employee's address, personal email, district issued email, and phone number, as they appear on the Human Resource office's records, shall be used in connection with layoffs, recall, or other notices to the educator. It shall be the responsibility of each educator to notify the Human Resource office of any change of address, personal email, or phone number.

1. GENERAL GUIDELINES FOR REDUCTION IN FORCE

1.1. Needs for Reduction in Force

1.1.1. The Board of Education may begin a reduction in force only under the following statutory provisions:

1.1.1.1. Enrollment decline

1.1.1.2. Budget reduction

1.1.1.3. School consolidation

1.1.1.4. Elimination of a particular service

1.1.1.5. District Split

1.2. Notification of Need for a Reduction in Force

1.2.1. In the event the Board anticipates a lay-off of educators, the Superintendent or designee will notify the teacher's association of this plan and shall provide the association with a report outlining the need. Nothing in this paragraph shall limit the ability of the Aspen Peaks School District to undertake a reduction in force in response to the significant and unforeseen loss of anticipated revenues. Any reduction in force must be preceded by a minimum notice of 60 calendar days.

1.2.2. Reductions other than personnel will be made before a reduction in personnel is effected.

1.2.3. The Board of Education shall use every reasonable means to keep the reduction as low as possible.

1.3. Aspen Peaks School District School System Priority List

1.3.1. In the event that a reduction is necessary, an Aspen Peaks School District priority list of required size will be prepared, by school, from personnel office records. The priority list may be based on school's personnel needs, teachers' endorsement areas, and the results of an employee's performance evaluation. Utah Code § 53G-11-516

1.4. Recall Rights

1.4.1. The recall rights of laid-off certificated personnel will be eliminated two years following layoff.

1.5. Option for Half-Time Employment

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1.5.1. In the event of a reduction in force, the opportunity of half-time employment will be offered, as half-time vacancies are identified, to any educator interested in changing to half-time employment. Teachers who accept half-time employment will retain their position on the priority list for recall to full employment. The fringe benefits provided for a period of two years during lay-off will be limited to the following:

1.5.1.1. For the first year following the reduction in force, teachers who accepted the half-time contract will have health and life insurance benefits paid by the district with accompanying monthly premium co-pays paid by the employee, where applicable. After the first year Policy 4225 | Half Time Educators will be in effect.

1.5.1.2. All other fringe benefits shall be in accordance with Policy 4225.

1.6. Recall of Staff After a Reduction in Force

1.6.1. When Aspen Peaks School District educators are on lay-off status and there is a total district student enrollment and revenue increase, the Superintendent or designee will meet with the Association officers prior to budget adoption to review the effect each increase may have on the recall section of this policy.

1.6.2. Increase in certified staff will be made from the priority list in the reverse order of their reduction.

2. PROCEDURE FOR EFFECTING A GENERAL LAYOFF

2.1. In the event that a general reduction in force becomes necessary, the district staff and teachers' association representative shall cooperate in the following procedure to insure that the reduction will take place in the following order:

2.1.1. Self-initiated resignations, early retirements and half-time assignments.

2.1.2. Educators not holding a valid teacher's certificate or authorization.

2.2. In the event that the preceding reduction is insufficient the following procedure will take place.

2.2.1. The staff requirements and projected student enrollment for all schools in the district shall be listed by building for the forthcoming school year.

2.2.2. Staff selection to fill all staffing requirements in regards to the reduction in force, will be made from the school specific priority list in descending order from the highest to the lowest position. Such assignments will be filled by those educators currently holding the necessary certification or endorsement. In the event that educators are not available on the school specific priority list, educators with appropriate licensure will be rehired based upon the priority list.

2.2.3. If an educator's assignment will not be available in the forthcoming year, that educator shall be assigned to a position consistent with their certificate or endorsement and in their major or minor field of study.

2.2.4. Individual educators not slotted into a teaching position will be notified of the layoff by one of the following:

2.2.4.1. Personal contact with written notice given.

2.2.4.2. Email to both the educator's provided personal email and to the educator's district email.

2.2.4.3. By certified mail within (10) ten working days of the decision of layoff. These educators shall be recalled as needed under provisions of this policy.

2.2.5. When a reduction in force takes place, the Human Resources office, in cooperation with the employee being laid off, will assist the employees in finding employment in other districts. The District shall also sponsor a free career planning seminar for those educators being laid off.

3. PROCEDURE FOR REASSIGNMENT IN SPECIFIC AREAS

3.1. In the event that it becomes necessary to eliminate or reduce specific positions, each individual affected will be reassigned or laid off according to one of the following guidelines (See Policy 4062 | Transfer of Educators):

3.1.1. The individual will be placed in another position within their own school for which they are qualified.

3.1.2. The individual will be placed in another position within the District for which they are qualified.

3.2. The reassignment will be in accordance with the individual's order on the priority list and in terms of the provisions of this policy. An educator who does not have the proper certification cannot replace a professional educator who has the proper certification. Educators who do not have the proper certification will not be moved from secondary to elementary positions or from elementary to secondary positions.

4. PROCEDURE FOR RECALL AFTER A REDUCTION IN FORCE

4.1. In the event of a recall, the laid-off educators will be notified by phone or personal email as their turn comes. It is the responsibility of each educator to notify the Human Resources office of any change of address, or phone number. In the event that the educator cannot be reached by phone or personal email, a registered or certified letter shall be sent to their last known address. Any educator so notified shall respond within five (5) working days from the receipt of notice that he accepts or rejects the offered position. If a position is offered to an educator and the educator rejects the offered position, he shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

4.2. All benefits to which the educator was entitled to at the time of their

layoff, including but not limited to unused accumulated sick leave and credits toward sabbatical eligibility, will be restored upon the educator's return to active employment. The educator will be placed on the proper step of the salary schedule which corresponds to the educator's experience and education in accordance with negotiated agreement and District policy.

5. BENEFITS FOR LAID-OFF EMPLOYEES

5.1. It is understood and agreed that although educators properly laid off, according to the terms of this policy and in compliance with existing law, may not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming school year. Each laid-off educator shall be considered to have employment status with the district for the purposes of priority, insurance, and other fringe benefits as provided below.

5.1.1. The board shall pay the cost of the current health and life insurance benefit program with accompanying monthly premium co-pays paid by the educator, where applicable, for all educators on layoff for six months, beginning the day on which the layoff is effective or the first day of the new school year, whichever is later. The insurance benefits will be terminated on the day the educator accepts new employment. If an educator was receiving only part of the cost from the district at the time of lay-off, that amount would be paid during the above described period.

5.1.2. A laid-off educator shall be considered to have employment status with the district until they submit a written resignation, fail to respond within five (5) working days of an offered recall as provided in this policy, or two (2) years have transpired since the lay-off.

Board Approvals

- Board Approved: July 8, 1986
- Negotiated Revision: July 8, 1997
- Negotiated Revision: May 8, 2006
- Board Reviewed: December 2008

- Negotiated Revision: May 24, 2011
- Negotiated Revision: May 6, 2014
- Negotiated Revision: June 11, 2024
- Negotiated Revision: Mar 25, 2025

Rules & Regulations

No rules & regulations have been established at this time.

Citations

Utah Code § 53G-11-516

Policy 4225 | Half Time Educators

Policy 4062 | Transfer of Educators

Policy No. 4160

Bereavement Leave

1. BEREAVEMENT LEAVE

1.1. Absence caused by the death of members of the immediate and extended families may be construed as health/disability leave. Members of the immediate family include spouse, mother, father, child, brother, sister and person living in the same immediate household. Members of the extended family include aunt, uncle, first cousin, aunt-in-law, uncle-in-law, niece, nephew, father-in-law, mother in- law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, and grandchildren. or one (1) day per year for a close personal friend.

1.1.1. Provisional contracted employees may take one bereavement day without dock. It shall not count as a personal or sick day.

1.1.2. A pregnancy that ends in a miscarriage or a stillborn child shall count as the loss of an immediate family member for both parents.

1.2. An educator may be absent up to 5 working days at the death of an immediate family member and up to 3 working days for an extended family member, or one
(1) day per year for a close personal friend without loss of salary. In instances where extenuating circumstances warrant additional time off, the educator may request in writing to the executive director of human resources additional consideration which may be granted.

1.3. Two additional days beyond the allowed bereavement days listed in 1.2 at the same cost of a personal day per day may be granted upon approval of the principal or other supervisor for absence caused by the death of spouse, child or parent.

1.4. In the event that bereavement leave is needed for other legitimate reasons not covered above, requests should be made in writing directly to

the executive director of human resources.

1.5. Bereavement leave may be taken at any time during the school year, including the first and last weeks of school, and before and after Christmas break.

Board Approvals

- Negotiated: 1980
- Negotiated Revision: October 14, 1986
- Negotiated Revision: September 8, 1993
- Negotiated Revision: June 19, 2001
- Negotiated Revision: June 12, 2007
- Negotiated Revision: May 20, 2008
- Negotiated Revision: May 18, 2010
- Negotiated Revision: May 24, 2011
- Negotiated Revision: May 21, 2013
- Negotiated Revision: May 6, 2014
- Negotiated Revision: May 3, 2018
- Negotiated Revision: May 12, 2021
- Negotiated Revision: May 2022

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4161

Family Medical Leave

Statement of Policy

The Aspen Peaks School District Board of Education is committed to providing family medical leave to its qualifying employees as directed by the Family and Medical Leave Act, 29 U.S.C. § 2601 (FMLA). The Board has designated the Business Administrator and the Executive Director of Human Resources to work collaboratively to apply this policy.

Board Approvals

- Board Approved: May 10, 1994
- Negotiated Revision: May 2022

Procedures

1. FAMILY MEDICAL LEAVE

1.1. This policy has been adopted by the Aspen Peaks School District Board of Education in compliance with the Family and Medical Leave Act, 29 U.S.C. § 2601 (FMLA). This policy provides for the appropriate family and medical leave for qualified employees.

Rules & Regulations

No rules & regulations have been established at this time.

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4162

Health and Disability

Statement of Policy

The Aspen Peaks School District Board of Education recognizes that health and disability leave for employees may be needed. Therefore, the Board provides such leave as an important fringe benefit to its employees. The Board has designated the Business Administrator and the Executive Director of Human Resources to work collaboratively to apply this policy.

Definition

1. "Calendar day" includes contract days, weekends, and holidays combined.

1. HEALTH AND DISABILITY

1.1. Educators with less than three years of 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 a 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,

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an educator's salary shall be paid as follows:

1.1.3.1. A certified educator's salary shall have the cost of a personal day deducted for any health or disability leave taken beyond the earned cumulative days up to a combined maximum of one hundred eighty (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 one hundred eighty (180) calendar days beginning with the first day of disability

1.2.1. An educator who has exhausted the one hundred eighty (180) calendar days of health and disability leave and returns to work on the one hundred eighty-first (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 one hundred eighty-first (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 one hundred eighty (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 twenty-one (21) calendar days annually, of health and disability leave for two (2) years. These days are not cumulative. Upon successful completion of sick leave probation, the employee will have their one hundred eighty (180) calendar days of health and disability leave restored.

1.2.2. Should an employee be unable to return to work on the one hundred eighty-first (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 (1) 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 ten (10) consecutive contract days of health and disability leave, or establish a pattern of sick leave usage, which may indicate misuse, will, upon the recommendation of the principal/supervisor and at the discretion of Human Resources, trigger the beginning count of the one hundred eighty (180) calendar days of sick leave usage. The calendar count will begin with the first day of the illness/disability for which the one hundred eighty (180)-day sick leave count is considered. The one hundred eighty (180) days of sick leave count may only go back for two years, unless a recommendation by the sick leave panel to go beyond the two (2) 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 one hundred eighty (180) calendar days of health and disability leave.

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

1.3. An educator who is absent from work for a period of ten (10) consecutive contract days for health or disability reasons must upon the request of the principal/supervisor, 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 ten (10) consecutive contract 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, will, upon the request of the principal/supervisor, have the reasons for leave reviewed by Human Resources. If Human Resources determines after an initial review that there is possible misuse, a panel consisting of three (3) administrators to be appointed by the superintendent will make a formal review of the situation. The employee may be asked to appear before the panel and in all cases will have an opportunity to provide an explanation. 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, child, or parent of an educator has surgery or is hospitalized, the educator may be excused for up to three (3) 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.

1.6. An educator may be excused for up to a maximum of two (2) working days annually in the event of a dependent, immediate family member illness.

1.6.1. Dependent members of the immediate family may include mother, father, child, brother, sister and person living in the same immediate household.

1.6.2. An absence taken under this policy will be construed as health/disability leave.

1.6.2.1. Health and disability leave will be recorded relative to the percent of the contract of the employee. (An educator with a
.5 contract 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.

1.7. 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 five (5) additional days

may be allowed or denied. Upon denial, the employee may appeal directly to the Superintendent to request additional days.

1.8. Upon approval of Workman's Compensation (Policy 4224), the Health and Disability leave as described in this policy will run concurrently.

1.9. Release 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 and 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.

1.10. 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.

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

1.12. 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.

1.13. Employees may use sick leave for organ donation.

2. 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 one hundred eighty (180) days on 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 one hundred twenty (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 one hundred eighty (180) days.

Board Approvals

- *See Policy No. 4037, Item 1.61
- Negotiated: November 1, 1985; Negotiated Revision: August 25, 1987, September 27, 1988, June 16, 1989, November 1991, May 2011, May 2013, May 2014, May 2015, April 2017, May 2018
- Negotiated: 2019
- Negotiated Revisions: September 2020
- Negotiated Revisions: June 2024

- Board approved revisions: June 17, 2025

Procedures

1. EXTENDED SICK LEAVE

1.1. An employee absent from work for a period of ten (10) consecutive contract days for health or disability reasons must, upon request of his/her principal/supervisor, supply Human Resources 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.

1.2. Those employees who have been required to supply a medical doctor's statement to substantiate extended health and disability leave are not to be permitted to return to work without a doctor's release. If the employee is given only a partial release, please check with the Human Resource office before allowing the person to return to work. Principals/supervisors are to forward these releases without delay to the Human Resource office so they may be placed in the employee's medical file.

1.3. Employees who have been absent for an extended period shall not be allowed to return to work for a day or a few days and then be absent due to health or disability reasons for another extended period of time without proper medical documentation. Principals/supervisors will need to monitor this type of situation.

2. PARENTAL LEAVE

2.1. Definitions

2.1.1. "Parental leave" means leave hours provided to a parental leave eligible employee to bond with a child or, in the case of a guardianship appointment, an incapacitated adult.

2.1.2. "Parental leave eligible employee" means an employee who, on the date an event described in Subsections 2.1.2.4.1 through 2.1.2.4.5 occurs:

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2.1.2.1. is a contracted district employee;

2.1.2.2. is in a position that accrues paid leave benefits that can be used in the current and future calendar years;

2.1.2.3. is not reemployed as defined in Section 49-11-1202;

2.1.2.4. is assuming a parental role with respect to the child or the incapacitated adult for which parental leave is requested; and

2.1.2.4.1. is the child's biological parent;

2.1.2.4.2. is the spouse of the person who gave birth to the child;

2.1.2.4.3. is the adoptive parent of the child, unless the employee is the spouse of the pre-existing parent;

2.1.2.4.4. is the intended parent of the child and the child is born under a validated gestational agreement in accordance with Title 78B, Chapter 15, Part 8, Gestational Agreement; or

2.1.2.4.5. is appointed the legal guardian of the child or the incapacitated adult

2.1.3. "Postpartum recovery leave" means leave provided to a postpartum recovery leave eligible employee to recover from childbirth that occurs at 20 weeks or greater gestation. (Such leave is offered in satisfaction of the period of parental leave and, if applicable, consecutive period postpartum recovery leave required under 53G-11-209(2) and 63A-17-511(2)-(4)).

2.1.4. "Retaliatory action" means to do any of the following to an employee:

2.1.4.1. dismiss the employee;

2.1.4.2. reduce the employee's compensation;

2.1.4.3. fail to increase the employee's compensation by an amount that the employee is otherwise entitled to or was

promised;

2.1.4.4. fail to promote the employee if the employee would have otherwise been promoted; or

2.1.4.5. threaten to take an action described in Subsections 2.1.4.1 through 2.1.4.4.

2.1.5. "Postpartum recovery leave eligible employee" means an employee who:

2.1.5.1. Would otherwise qualify as a “parental leave eligible employee” and

2.1.5.2. gives birth to a child.

2.1.6. “Qualified employee" means:

2.1.6.1. a parental leave eligible employee; or

2.1.6.2. a postpartum leave eligible employee.

2.2. Except as provided in Subsections 2.5 and 2.6, the district shall:

2.2.1. allow a parental leave eligible employee to use up to three work weeks of paid parental leave for:

2.2.1.1. the birth of the parental leave eligible employee's child;

2.2.1.2. the adoption of a child; or

2.2.1.3. the appointment of legal guardianship of a child or incapacitated adult; and

2.2.2. allow a postpartum recovery leave eligible employee up to six (6) consecutive calendar weeks (30 days) of paid Maternity Leave for vaginal birth or up to eight (8) consecutive calendar weeks (40 days) of paid Maternity Leave for cesarean birth.

2.3. A qualified employee who is part-time may use the amount of parental leave available to the qualified employee under this section on a pro rata basis as determined by the percentage of his/her contract.

2.4. Leave will be recorded relative to the percent of contract of the employee. (A .5 teacher who takes a day of parental leave is charged

one full day of parental leave.) There is not an intent to extend to part-time employees more health and disability leave than full-time employees.

2.5. Parental leave described in Subsection 2.2.1:

2.5.1. may not be used before the day on which:

2.5.1.1. the parental leave eligible employee's child is born;

2.5.1.2. the parental leave eligible employee adopts a child; or

2.5.1.3. the parental leave eligible employee is appointed legal guardian of a child or incapacitated adult;

2.5.1.4. may not be used more than six months after the date described in Subsection 2.2.1;

2.5.2. may not be used intermittently, unless:

2.5.2.1. by mutual written agreement between the district and the parental leave eligible employee; or

2.5.2.2. a health care provider certifies that intermittent leave is medically necessary due to a serious health condition of the child;

2.5.3. runs concurrently with any leave authorized under the Family and Medical Leave Act of 1993, 29 U.S.C. Sec. 2601 et seq.; and

2.5.4. runs consecutively to postpartum recovery leave.

2.6. The amount of parental leave authorized under Subsection 2.2.1 does not increase if a parental leave eligible employee:

2.6.1. has more than one child born from the same pregnancy;

2.6.2. adopts more than one child; or

2.6.3. is appointed legal guardianship of more than one child or incapacitated adult.

2.7. A parental leave eligible employee may not use more than three work weeks of paid parental leave within a single 12-month period, regardless

of whether during that 12-month period the parental leave eligible employee:

2.7.1. becomes the parent of more than one child;

2.7.2. adopts more than one child; or

2.7.3. is appointed legal guardianship of more than one child or incapacitated adult.

2.8. Postpartum recovery leave described in Subsection 2.2.2:

2.8.1. shall be used starting on the day on which the postpartum recovery leave eligible employee gives birth, unless a health care provider certifies that an earlier start date is medically necessary;

2.8.2. shall be used in a single continuous period, unless otherwise authorized in writing by the Executive Director of Human Resources;

2.8.3. runs concurrently with any leave authorized under the Family and Medical Leave Act of 1993, 29 U.S.C. Sec. 2601 et seq.; and

2.8.4. includes any claim to parental leave.

2.9. The amount of postpartum recovery leave authorized under Subsection 2.2.2 does not increase if a postpartum recovery leave eligible employee has more than one (1) child born from the same pregnancy.

2.10. Except as provided in Subsection 2.10.3, a qualified employee shall give the district notice at least thirty (30) days before the day on which the qualified employee plans to:

2.10.1. begin using parental leave or postpartum recovery leave under this section; and

2.10.2. stop using postpartum recovery leave under this section.

2.10.3. If circumstances beyond the qualified employee's control prevent the qualified employee from giving notice as described, the qualified employee shall give each notice as soon as reasonably practicable.

2.11. Except as provided in Subsections 2.5.3 and 2.8.3, the district will not charge parental leave or postpartum recovery leave under this section against any other leave for which a qualified employee is entitled.

2.12. The district will not compensate a qualified employee for any unused parental leave or postpartum recovery leave upon termination of employment or if not used when eligible.

2.13. Following the expiration of a qualified employee's parental leave or postpartum recovery leave under this section, the district shall ensure that the qualified employee may return to:

2.13.1. the position that the qualified employee held before using parental leave or postpartum recovery leave; or

2.13.2. a position within the district that is equivalent in seniority, status, benefits, and pay to the position that the qualified employee held before using parental leave or postpartum recovery leave.

2.14. If during the time a qualified employee uses parental leave or postpartum recovery leave under this section, the district experiences a reduction in force and, as part of the reduction in force, the qualified employee would have been separated had the qualified employee not been using the parental leave or postpartum recovery leave, the district may separate the qualified employee in accordance with any applicable process or procedure as if the qualified employee were not using the parental leave or postpartum recovery leave.

2.15. During the time a qualified employee uses parental leave or postpartum recovery leave under this section, the qualified employee shall continue to receive all employment related benefits and payments at the same level that the qualified employee received immediately before beginning the parental leave or postpartum leave, provided that the qualified employee pays any required employee contributions.

2.16. The district will not:

2.16.1. interfere with or otherwise restrain a qualified employee from using parental leave or postpartum recovery leave in accordance with this section; or

2.16.2. take retaliatory action against a qualified employee for using parental leave or postpartum recovery leave in accordance with this section.

2.17. The district shall provide each employee written information regarding a qualified employee's right to use parental leave or postpartum recovery leave under this section.

2.18. Up to three (3) days may be allowed for an eligible employee for the placement of a foster child.

Citations

Policy No. 4224 | Workers' Compensation 78B-15-8

49-11-1202

53G-11-209(2)

63A-17-511(2)-(4)

Family and Medical Leave Act of 1993, 29 U.S.C. Sec. 2601 et seq.

Approvals

- Negotiated: May 12, 2021
- Negotiated: May 11, 2023
- Negotiated: June 11, 2024
- Negotiated: June 17, 2025

HEALTH AND DISABILITY LEAVE INTERPRETATION (NOT POLICY)

Guidelines for administering the health/disability policy are:

1. The principal shall review the health/disability leave policy with the entire staff during the first month of each school year.

Policy No. 4163

Jury Duty

1. JURY DUTY

1.1. In accordance with existing State Law (78B-1-116) Aspen Peaks School District educators may be summoned to perform a public service known as jury duty.

1.2. Any educator summoned to perform jury duty, or who is subpoenaed to testify in court, shall have the statutory compensation deducted from their salary, except travel expense allocations. The educator shall be required to record whatever time missed as jury duty with no dock. (This policy would not apply to situations where the employee was a litigant.)

1.3. The deduction of the statutory compensation means that the educator shall receive full compensation from the combined school district salary and the statutory fee, while serving on jury duty. The statutory compensation and the mileage fee paid by the court shall be retained by the employee.

Board Approvals

- Negotiated: January 16, 1980
- Negotiated Revision: May 2006
- Negotiated Revision: May 3, 2018

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4164

Military Leave

STATEMENT OF POLICY

The Aspen Peaks School Board supports and appreciates the service of members of the Armed Forces. In compliance with Utah Code 71A-8-102, leave is extended for the normal Reserve training and instruction requirements of our Reserve employees.

1. Military Leave

1.1. All state employees and all employees of any county and municipality thereof, who are or shall become members of the organized Reserve of the United States Army, Navy, Air Force, or Marines, shall be allowed full pay for all time not in excess of fifteen (15) days per year spent on duty at annual encampment or rifle competition or other duties in connection with the Reserve training and instruction requirements of the Army, Navy, Air Force or Marines of the United States. This leave shall be in addition to annual vacation leave with pay.

1.2. The Board of Education shall allow up to fifteen (15) contract days with prior approval of the Superintendent or designee, for a contracted employee to participate in required military assignments. Any days taken beyond the fifteen (15) contract days will be docked with the cost equivalent out of pocket to the employee being that of a personal day for each day missed. Employees may also elect to request time off without pay.

1.3. Military leave may be broken into separate leaves. This shall not be construed to mean that more than fifteen (15) c contract days of leave may be taken, only that multiple leaves per year will be allowed; not to

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exceed fifteen (15) contract days in total.

Board Approvals

- Negotiated: June 19, 1979
- Negotiated: May 20, 2008
- Negotiated: April 2024
- Revised: September 9, 2025

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4165

Personal Leave

Statement of Policy

The Aspen Peaks School District Board of Education recognizes the importance of a qualified teacher in every classroom. Further the Board understands that some leave is needed by employees beyond bereavement (Policy 4160) and health and disability (Policy 4162) leaves. Therefore, the Board has designated the business administrator and the executive director of human resources to work collaboratively to apply this policy.

Definitions

1. "First week of school" means the five student days beginning with the official start of the school year as noted on district calendars. 7th grade or 10th grade days are not part of this count.
2. "Last week of school" means the last five days of the school year. When a holiday occurs on a day which would have been one of the five student days, this day will count as one of the five student days.

1. PERSONAL LEAVE

1.1. Certified educators may have up to six (6) days of personal leave annually. Educators shall pay per day for each personal leave day used.

1.1.1. Educators may take six (6) personal days annually at no dock in pay. The free personal days may not be used during the first 8 contract days of the school year or the last week of school. Personal Leave days taken on the contract days before the first student days will be treated as other personal days and will be docked at $60 per day.

1.1.2. Personal leave days may be accumulated up to a maximum of ten

(10) days. Personal leave accumulated by carrying the number of unused personal leave days over into the next school year. Only six
(6) days of the ten (10) that may be accumulated will be no dock days. All other days above the 10 accumulated days will be charged the teacher's daily rate per day, unless otherwise agreed upon through working with the Administrator of Human Resources.

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

1.1.4. Personal leave without pay for worthwhile absences may be approved by the Administrator of Human Resources.

1.1.5. Educators may not take personal leave during the first week of school or during the last week of school.

1.1.6. Educators are discouraged from taking personal leave to work for any other organization.

1.1.6.1. Educators who are required to attend any professional meeting related to their teaching area/experience to enhance their teaching, may attend such a meeting without counting against the personal leave total, provided the cost of the substitute is paid by the sponsoring organization.

1.1.7. Educators are encouraged to request the leave days in sufficient time to permit a suitable substitute.

1.1.8. When an educator adopts a child he/she may take personal leave, up to a number of days they have accrued, without a dock in salary with the Administrator of Human Resource's approval. These days are in addition to the days listed in Policy Procedure 4162.

1.1.9. Educators may take the day before Christmas break and after Christmas break as personal days with a personal leave dock in pay.

Board Approvals

- Negotiated: November 1, 1985
- Negotiated Revision: June 16, 1989
- Negotiated Revision: May 10, 1994
- Negotiated Revision: June 19, 2001
- Negotiated Revision: May 24, 2002
- Negotiated Revision: May 20, 2008
- Negotiated Revision: May 2012
- Negotiated Revision: May 21, 2103
- Negotiated Revision: May 12, 2015
- Negotiated Revision: April 28, 2016
- Negotiated Revision: May 3, 2018
- Negotiated Revision: September 2020
- Negotiated Revision: May 12, 2021
- Negotiated Revision: May 2022
- Negotiated Revision: June 11, 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4166

Sabbatical Leave

STATEMENT OF POLICY

Aspen Peaks School District acknowledges the value of continued learning with content and/or pedagogy in order to ensure excellence in the classroom. Sabbaticals can provide valuable opportunities for personal and professional growth that benefits students and schools.

1. SABBATICAL LEAVE

1.1. The Board of Education grants funding for up to eight (8) employee sabbatical leaves each year under the following conditions:

1.1.1. Sabbatical leave shall be defined as a leave of absence for the furthering of educational opportunities and development, not to exceed one (1) calendar year in length.

1.1.2. The amount granted to any educator given sabbatical leave will be one-half the annual salary. The medical insurance program shall be kept intact during the sabbatical leave and shall be paid by the district as if the employee were full time. The employee is responsible for their premiums and other associated insurance usage costs.

1.1.3. An educator shall be eligible for the program after serving the district for six years. The applicant must be employed full time when the application is made and for the duration of the year they apply. These six years must be qualifying years of service. For a year to qualify, it must be full-time teaching for a full contract year.

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An educator may receive credit for one qualifying year by adding together two years of half-time or greater service.

1.1.4. The leave shall be granted for the purpose of obtaining further education and shall be awarded to those acceptable candidates who enroll as full-time students, or who enroll for 12 semester hours (18 quarter hours) of college credit or participate in other district approved projects.

1.1.5. A leave may also be granted for a work leave provided the work leave will enhance the educator's effectiveness and/or enhance their knowledge of the subject being taught. Under a work leave the Board of Education will pay the difference in salary between what the educator would receive on the work experience job and what would be received as an educator provided that in no instance will the district pay more than half of the educator's annual salary.

1.1.6. A recipient shall be allowed to receive additional financial assistance above the sabbatical grant through assistantships, fellowships, or other grants.

1.1.7. Upon returning to the district the recipient, whenever possible, may be placed in the teaching position held when the leave was taken, if so requested prior to leaving.

1.1.7.1. The preceding policy is not intended to disqualify the recipients from other positions which they may be eligible for and may prefer more than the previous position.

1.1.8. The recipients of the sabbatical leaves upon return to the district will be placed on the salary schedule in the position they would have been if they had been engaged in regular teaching in the district during the year of absence.

1.1.9. The recipient of a sabbatical leave must return to the district after the leave and complete one full year's service of full time employment or refund the sabbatical pay and the insurance premium costs expended in behalf of the recipient.

1.1.10. The educator hired to take the place of an educator who has accepted a sabbatical leave shall be hired in that position for the duration of the sabbatical leave. Upon a successful experience, the employee hired to fill the sabbatical leave vacancy shall be given priority in the placement within the district.

2. SABBATICAL LEAVE SELECTION

2.1. Leave Application

2.1.1. Application for sabbatical leave is to be made on the official district form. The form is to be completed and submitted to the Personnel Office no later than December 1, for a leave to be considered for the following school year.

2.2. Selection of Participants

2.2.1. A committee shall be appointed yearly to assist in the selection of applicants to be nominated to the superintendent for Board approval. At least half of the members of the committee shall be appointed by the association and the rest shall be appointed by the Executive Director of Human Resources. The committee shall assist the Executive Director of Human Resources in the following ways:

2.2.1.1. To determine if an applicant's proposal is consistent with the intent of the sabbatical leave program and whether or not the application should be recommended for approval.

2.2.1.2. To rank the applicants on a priority scale if the number of applicants exceeds the 8 allocated sabbatical leaves.

2.3. Selection Criteria

2.3.1. Consideration shall be given based on purposes such as the following:

2.3.1.1. The applicant has been accepted into a graduate program.

2.3.1.2. The applicant has received a grant or university stipend

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coinciding with the application. The grant or stipend should be related to the present teaching assignment or to an identified professional educational goal.

2.3.1.3. The applicant has enrolled in a non-degree seeking program which may enable him/her to change assignment within the district.

2.3.1.4. The applicant has been accepted for a work-related experience which shall contribute to his/her professional growth.

2.3.1.5. The years of successful service with Aspen Peaks School District.

2.3.1.6. Current principal/administrator evaluation on educator evaluation or other applicable district evaluation form.

2.3.1.7. The contribution the applicant would make to Aspen Peaks School District as a result of the sabbatical leave.

2.3.1.8. Previous sabbatical leaves in Aspen Peaks School District.

2.3.1.9. Consideration of balance between elementary and secondary applicants.

2.4. Notification of Sabbatical Approval/Denial

2.4.1. Human Resources shall notify Sabbatical Leave applicants of the approval or denial of their application status no later than December 15.

Board Approvals

- Negotiated: May 15, 1984
- Negotiated Revision: November 1, 1985
- Negotiated Revision: October 14, 1986
- Negotiated Revision: August 25, 1987

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- Negotiated Revision: May 18, 2010
- Negotiated Revision: June 11, 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4167

Other Leaves

1. OTHER LEAVES

1.1. Leaves of absence for professional improvement may be granted to any certified employee in the district upon request. Such leaves will be generally granted for furthering one's education. Educators requesting leaves of absence from Aspen Peaks School District must make their leave requests by February 1 prior to the year of requested leave. Exceptions to this deadline will be considered on a case by case basis. Application for exception to the deadline must be made to the Superintendent's Designee (Administrator of Human Resources).

1.2. A person granted a study leave must indicate that they will furnish evidence to the Board of Education that they have earned a minimum of thirty quarter hours or twenty semester hours during the year that they are away from their assignment.

1.3. Leaves for other reasons, i.e., travel, work experience, temporary change of residency, may be granted by special petition to the Board of Education.

1.4. A leave may be granted by the Board of Education to an educator in good standing with four or more current, consecutive years in Aspen Peaks School District. In this case the following conditions will apply:

1.4.1. A leave may not be granted if it is impossible to obtain an adequate replacement.

1.4.2. There will be no financial stipend or fringe benefits during the period of the leave.

1.4.3. The duration of such leaves of absence shall be construed as one year, but in some instances, the Board of Education may approve leaves of

shorter or longer duration.

1.4.4. If a leave is granted for more than one year, the Board of Education cannot guarantee that an employee taking such a leave will be returned to a position; however, the superintendent or a designee, will assist the employee in obtaining an interview to be considered for existing openings.

1.4.5. Upon returning to the district the recipient of an approved one year leave shall be placed in a contractual position appropriate to his/her certification. The specific assignment will be determined by the school administration.

1.5. A leave may be granted to an educator in good standing with less than four current consecutive years in Aspen Peaks School District. In this case the following conditions will apply:

1.5.1. The leave may not be granted if it is impossible to obtain an adequate replacement.

1.5.2. There will be no financial stipend or fringe benefits during the period of the leave.

1.5.3. The duration of such leave of absence shall be construed as one year but in some instances, may be of shorter or longer duration.

1.5.4. The Board of Education cannot guarantee that an employee taking such a leave will be returned to a position, but the board, or its designee, will assist the employee in getting an interview to be considered for existing openings.

1.6. Upon returning to the school district after an approved leave of absence the following conditions will apply:

1.6.1. The teacher shall receive the full employee benefit package he/she was entitled to before they left and shall be placed in the lane he/she was in during their last year of teaching. They shall be advanced to the step immediately above the one they were on in that last year of teaching.

1.6.1.1. Should the benefit package change during the leave of absence,

the employee will be entitled to the same benefit package they would have received had they not taken the leave but continued to teach with the district.

1.6.2. If they qualified for a lane change during their absence, he/she shall be placed in the proper lane provided he/she has submitted the proper application before the deadline.

1.6.3. Employees who are not offered a position (i.e. those who fall under provision of 1.5) or who fail to accept an offered position by the beginning of the next school year following the termination of the leave will not be granted any of the benefits associated with this policy.

Board Approvals

- EBDD - “Other Leaves” Negotiated February 18, 1975.
- EBEA - “Other Professional Leaves.”
- “Leave of Absence” Negotiated Spring 1983 & Adopted by the Board of Education September 13, 1983.
- Negotiated Revision: September 8, 1993
- 5. Negotiated Revision: May 16, 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4191

Salary Lane Changes

Statement of Policy

The Aspen Peaks School District Board of Education is committed to hiring and retaining high quality educators. To that end, the Board wishes to encourage additional job-related education. Additional degrees will be awarded based on demonstrated documentation from university or college transcripts. Lane change credit will be based on documentation as defined in this policy. The Board delegates to the Human Resource Department the responsibility of making these determinations.

Board Approvals

- 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
- Negotiated Revision: 2019

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- Negotiated Revision: May 12, 2021
- Negotiated Revision: May 11, 2023

Procedures

1. SALARY STEP AND 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 are made by earning additional hours of credit or a higher degree. They are not automatic and will be handled by the Human Resources Department.

1.2.1. Documentation for a Lane change based on additional training must be presented by the employee to the Human Resources Department by the 10th of the month in which they may qualify. (Contingent upon approval, the payment will be reflected in that month's check.) The lane change for those who turn in their information after May 10 will be reflected in the September paycheck and will not be retroactive for the summer checks.

1.2.2. Credits counting towards Lane change can only be applied after original teacher certification (bachelor's or additional degree) has been earned. Additional credits should be in support of or complementary to the candidate's relevant teaching assignment.

1.2.3. In the event that a teacher requests a program of instruction that is not specific to their present teaching assignment, an appeal for an exception to the policy may be made to the Superintendent of Schools, or his designee and the Association president jointly.

1.2.4. In order to move to Lanes 7 (M.S. Degree + 20 semester hours) and 8 (M.S. Degree + 37 semester hours) an educator must have a Master's Degree from an accredited university.

1.2.5. If the employee is pursuing a master's degree and additional credits or endorsement at the same time, the additional credits above the master's degree would be counted as long as the credits are distinct and not part of the master's program.

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

1.3.1. Five semester hours of USBE or microcredential credit may be earned each school year to be applied to lane changes beginning the 2019-20 school year.

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

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

1.3.4. At least 50% of the lane credit requirements must be college earned credits as outlined above (with the exception of lane 4, 5, 6 and 9).

1.3.5. 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 credits as a substitution for all or part of the college credit requirement. In the event the appropriate department rules against the request, it may be appealed to the Human Resources Department for a decision.

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

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4192

Summer Checks, Pay Itemization, Payroll Deductions

1. SUMMER CHECKS, PAY ITEMIZATION, PAYROLL DEDUCTIONS

1.1. Pay itemization concerns can be resolved by a phone call to the district payroll office.

1.2. A teacher may make withholding changes in his paycheck by the tenth of each month. These changes will be effective for the pay check issued at the end of that month.

Board Approvals

- Negotiated: September 13, 1983
- Negotiated Revision: October 14, 1986

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4194

Statute of Limitations Relating to Salary Adjustments

1. STATUTE OF LIMITATIONS RELATING TO SALARY ADJUSTMENTS

1.1. Claims for salary adjustments are limited to one year prior to the date of the filing of the claim. The above time limitation applies to employees who claim they were underpaid or to the school district for claims that employees were overpaid.

1.2. Payments shall be made at a rate not less than five (5) percent of the employee's gross monthly salary until the time the total bill has been repaid. The educator or the district may choose to repay in amounts greater than five (5) percent. This repayment schedule applies only to amounts in excess of $100. For educators leaving the district, repayment must be made in full before their final paycheck is issued.

Board Approvals

- Negotiated: May 15, 1984
- Negotiated Revision: October 14, 1986

Procedures

No procedures have been established at this time.

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Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4195

Pay for Extracurricular Athletic Coaches

Statement of Policy

The district and association have agreed to the following as replacement items for Policy 4195 Pay For Extracurricular Athletic Coaches. The first section is an equalization of points. The second section represents the longevity of steps. These changes are to be implemented at a time that the Board of Education deems most appropriate.

1. PAY FOR EXTRACURRICULAR ATHLETIC COACHES

1.1. The following criteria for senior high coaches salary is in effect. A school will not receive the funds it if does not have the program. The funds must be used for the program indicated and may not be transferred to any other program (chart is attached).

1.2. Longevity steps--all coaches will receive the following longevity steps. The time must be continuous years in Aspen Peaks School District and be in that sport.

1.2.1. 1-5 years = base amount

1.2.2. 6-10 years = base value plus 25%

1.2.3. 11-15 years = base amount plus 50%

1.2.4. 16 or more years = base amount plus 100%

1.3. Each high school will receive $4,500 to be used at the principal's discretion for athletic and non-athletic addenda.

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1.4. Each junior high school will receive $2,500 to be used at the principal's discretion for athletic and non-athletic addenda.

1.5. The following athletic addenda shall be paid to junior high/middle school coaches. A school will not receive funds it does not have the program. The funds must be used for the program indicated and may not be transferred to any other program:

1.5.1. Head Basketball Coaches (men's and women's). The pay for ninth grade head basketball coaches shall be 67% of a head high school basketball coach's addenda.

1.5.1.1. Men's and women's assistant basketball coach's stipend will be 67% of the head junior high/middle school coach's addenda.

1.5.2. Head Track Coaches (men's and women's). The pay for head track coaches shall be 67% of a head high school track coach's addenda.

1.5.2.1. Men's and women's assistant track coach's stipend will be 67% of the head junior high/middle school coach's addenda. To qualify for an assistant coach, there must be at least fifty
(50) participants.

1.5.3. Head tennis coaches (men's and women's combined). The pay for head Tennis coaches shall be 67% of a head high school tennis coach’s addenda.

1.6. All funds allocated to these addendas will come from the recreation Mill Levy.

1.7. These funds do not increase except through negotiated agreement. There is no automatic escalator such as the increase in the WPU.

(attachment)

Criteria for Senior High												
Length of Season: 5 point per week	7.5	8.5	5	6	5	5	4.5	8	7.5	5	5	5
Number of Contests: 1 point for 12 1 point over 12	1	2	2	2	2	1	1	1	2	2	1	2
Number of Assistant Coaches Responsible: 1 point for each	5	2	1	2	2	0	0	0	1	1	0	2
Budget Responsibility: .5 point > $500 - $2,999	2	1	1	1	1	1	1	1	1	1	1	1
Equipment Responsibility: .5 point 1 point 1.5 points	1.5	1	1	1	1.5	.5	0	0	1	.5	.5	1.5
Average District Annual Income: 1 point > $500 - $999 2 points > $1,000 - $1,999 3 points > $2,000 - $4,999 4 points > over $5,000	4	4	2	2	2	2	2	2	2	2	2	2
Number of Participants: 1 point per 25 1.5 points per 26 - 40 2 points over 40	3	1.5	3	2	2	1	1	1.5	2	2	2	2
TOTAL POINTS	24	20	15	16	15.5	10.5	9.5	13.5	16.5	13.5	11.5	15.5

- Addendas will be for both Men's and Women's teams.

• Assistant Coaches will be paid 67% of the head coach's stipend.

• The value of each point is $110.

• Athletic Director stipend up to a maximum of $653.

Approvals

- Negotiated: August 25, 1987
- Negotiated Revision: September 18, 1990
- Negotiated Revision: November 26, 1991
- Negotiated Revision: August 16, 1996
- Negotiated Revision: July 26, 2000
- Negotiated Revision: August 31, 2005
- Negotiated Revision: May 24, 2007

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4196

Pay for Extracurricular Non-Athletic Directors

Statement of Policy

The district and association have agreed to the following as replacement items for Policy 4196 Pay for Extracurricular Non-Athletic Directors. The first section is an equalization of points (see 1.5). The section (1.2) represents the addition of longevity steps. These changes are to be implemented at a time that the Board of Education deems most appropriate.

1. PAY FOR EXTRACURRICULAR NON-ATHLETIC DIRECTORS

1.1. The following criteria for senior high coaches salary is in effect. A school will not receive the funds if it does not have the program. The funds must be used for the program indicated and may not be transferred to any other program (chart is attached).

1.2. Longevity steps - all non-athletic directors will receive the following longevity steps. The time must be continuous years in the Aspen Peaks School District and be in that program area.

1.2.1. 1-5 years = base amount

1.2.2. 6-10 years = base value plus 25%

1.2.3. 11-15 years = base amount plus 50%

1.2.4. 16 or more years = base amount plus 100% (not yet implemented as of July 1, 2009)

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1.3. Each high school will receive $4,500 to be used at the principal's discretion for athletic and non-athletic addendas. It may not be used for any other purpose.

1.4. Each junior high/middle school will receive $2,500 to be used at the principal's discretion for athletic and non-athletic addendas. It may not be used for any other purpose.

1.5. The following athletic addendas shall be paid to junior high school/middle school coaches. A school will not receive the funds if it does not have the program. The funds must be used for the program indicated and may not be transferred to any other program:

1.5.1. Newspaper - $60 if published bi-monthly or $120 if published monthly.

1.5.2. Yearbook - $650

1.5.3. General Drama - $500 (one per year)

1.5.4. Musical Drama - $700 (one per year)

1.5.5. Student Council - $300 (if it involves after school responsibilities)

1.5.6. Intramurals - $500

1.5.7. Orchestra - $200 (if it involves after school responsibilities)

1.5.8. Chorus - $300 (if it involves after school responsibilities)

1.5.9. Band - $300 (if it involves after school responsibilities)

1.5.10. Choir - $300

1.6. Elementary schools will receive the following amounts to be used at the principal's discretion for extra curricular addendas:

1.6.1. A total of $26,200 will be allotted to elementary schools to be used at the principal's discretion for extra curricular addendas. Each elementary school will receive a base amount of $800 and large schools will receive a prorated share of the balance for each

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student above an enrollment of 750.

1.7. All funds allocated to these addendas will come from the recreation Mill Levy.

1.8. These funds do not increase except through negotiated agreement. There is no automatic escalator such as the increase in the WPU.

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Number of Assistants 1 pt. each - cap 4	1	1	1	0	0	1	2	0	1	3	3	0	0	0	0	0	0
Length of Season Scale 1-7.5 projected time spent outside the school day	7.5	7.5	5	6	1	5	5	1	5	5	4	6	5	4	5	4	4
Number of Contests/Events 1pt. - 12 2pt. - 13+	2	2	1	2	1	1	1	1	2	2	1	1	1	1	1	1	1
Equipment Responsibility: .5pt. 1pt. 1.5 pts.	.5	.5	1	0	.5	1	1	.5	1.5	.5	1.5	1.5	1.5	.5	.5	.5	.5
Budget Responsibility: 1pt. - $0 - $5,999 2pts.- $6,000+	2	2	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1
Average District Annual Income: 2pts - $0 - $1,999 3pts. - $2,000 - $4,999 4pts. - $5000+	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Number of Participants: 1pt.-25 1.5pts.-26-40 2pts.-41-99 3pts. - 100+	1	1	1	1	1	1	2	2	1	3	3	3	3	2	1	1	1
TOTAL POINTS	16	16	12	12	7.5	14	15	7.5	16.5	15.5	16.5	18.5	13.5	9.5	10.5	9.5	9.5

Board Approvals

- Negotiated: June 21, 1977
- Negotiated Revision: August 25, 1987

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- Negotiated Revision: September 18, 1990
- Negotiated Revision: November 26, 1991
- Negotiated Revision: June 21, 1994
- Negotiated Revision: August 21, 1995
- Negotiated Revision: August 16, 1996
- Negotiated Revision: July 26, 2000
- Negotiated Revision: 2005, Implemented: May 16, 2008

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4220

Medical, Surgical, and Extended Health Insurance

Statement of Policy

The Aspen Peaks School District Board of Education recognizes that health benefits are a vital part of attracting and retaining highly qualified staff. To support this, the Board offers health benefits as a key employee fringe benefit. The Superintendent or their designee is responsible for implementing this policy.

1. MEDICAL, SURGICAL, AND EXTENDED HEALTH INSURANCE

1.1. Full-time contracted educators are provided a medical, surgical, and extended health insurance program as a fringe benefit. Employees new to the district and those wishing to make open enrollment changes will be offered the district insurance. Educators must apply and qualify within 30 days of the start of regular contracted service to receive coverage.

1.2. The insurance benefits become effective on September 1 of the new contract year. Contracted educators hired after the first contract day are eligible for insurance benefits on the first day of the month following the date of hire.

1.2.1. The effective date for new insurance benefit items that may be negotiated for teachers is September 1.

1.3. An educator is continuously insured from September 1 of the first contract year for as long as the educator is with the district.

1.3.1. Educators may make changes to their insurance benefit upon a

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qualifying event, i.e., marriage, divorce, birth, etc., and/or district's open enrollment period.

1.4. The insurance coverage ends at the end of the month in which the contract is terminated. The employee will pay their portion of the insurance premium for that month. In cases where an educator has completed the contract year, the insurance shall remain in effect over the summer months until August 31.

1.5. Part-time contract educators may obtain the above cited insurance at a prorated cost.

Board Approvals

- Negotiated: May 21, 1980
- Negotiated: December 9, 1985
- Negotiated: October 14, 1986
- Negotiated: August 25, 1987
- Negotiated: September 29, 1988
- Negotiated: September 18, 1990
- Negotiated: November 26, 1991
- Negotiated: May 19, 1992
- Negotiated: September 8, 1993
- Negotiated: May 24, 2002
- Negotiated: May 6, 2014
- Negotiated and Revised: July 8, 2025

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4221

Insurance Review

Statement of Policy

The school district and the association representatives, as in past years, will review annually the group insurance policy coverage. Any changes in coverage and/or adjustments to meet current medical and hospital charges or needs, shall be agreed to by both the association and the school district before any changes will be affected. Once the extent of the coverage has been agreed to, the decision of whom the insurance carrier shall be will be decided by the Board of Education.

Board Approvals

- Negotiated: 1982

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4222

Term Life Insurance

1. TERM LIFE INSURANCE

1.1. The Board of Education will provide to the educators of the district a term life insurance policy in the amount of $20,000 (Educators Mutual Insurance will provide $15,000 double indemnity/accidental death/dismemberment and the Board of Education will provide $5,000). The premium on this policy will be paid by the school district.

1.2. The Board of Education will provide a $5,000 Term Life Insurance policy for all eligible spouses and unmarried children from 14 days of age to age 23.

*Interpretation, not policy - This policy refers only to current contracted employees and those early retirees who are receiving an annual stipend from the district. To be covered, an employee or early retiree must officially make application for this benefit.

Board Approvals

- Negotiated: September 13, 1985
- Negotiated Revision: August 16, 1996

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4223

Employee Compensation Insurance

1. EMPLOYEE COMPENSATION INSURANCE

1.1. The district and worker's compensation already covers an educator when in the course of his employment he might be injured as a result of an accident. In the event that an educator may make an application to the superintendent of schools for reimbursement. If the item damaged or destroyed is covered by the educator's insurance, the amount paid by the insurance company will be deducted from the claim.

1.2. In no event shall an employee be entitled to receive health and disability leave benefits which when combined with workers' compensation benefits exceed the employee's normal salary or average weekly wage.

Board Approvals

- Negotiated: 1978
- Negotiated Revision: June 16, 1989

Procedures

NOT NEGOTIATED

1. WORKERS' COMPENSATION INTERPRETATION

1.1. The guidelines for administering workers' compensation are as follows, subject to change as prescribed by law:

1.1.1. CONTRACT BASE SALARY. If an employee is injured on the job and cannot perform his assigned task, workers' compensation will pay approximately 2/3 of the contract salary. This compensation is not paid by payroll and is not taxable. The salary of an employee who has earned sick leave as per Policy 4162 is then docked the amount of workers' compensation paid, and 1/3 day of sick leave is charged for every day off from work. If the employee has no sick leave available, only workers' compensation is paid.

1.1.2. ADDENDA, EXTENDED YEAR, HOURLY WAGES, ETC. The amount of workers' compensation paid for these wages is generally 2/3 of the average weekly wage. There is generally no sick leave for these wages, so the employee receives nothing additional. If the addenda has already been earned or is earned on a performance basis (i.e., career ladder master teacher), no workers' compensation is paid and no dock is charged.

1.1.3. MEDICAL BILLS. Workers' compensation law provides for payment of prescribed medical bills related to the injury. After initial treatment, the employee should consult with the proper personnel at the district before continuing treatment. If the proper forms have not been received or if the district denies liability, the employee and medical providers will be notified, and the medical bills will not be paid by Industrial Insurance. Except in cases where liability is denied, all medical bills related to the injury should be sent to the District office.

- Reference: Policies 4223, 4162 and 4224

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4224

Workers' Compensation

Statement of Policy

The Aspen Peaks School District Board of Education is committed to providing Workers' Compensation to its employees as directed by state (Utah Code 34A-2) and federal law. The Board has designated the Business Administrator and the Executive Director of Human Resources to work collaboratively to apply this policy with educators.

Board Approvals

- Negotiated: September 13, 1983
- Negotiated Revision: August 21, 1995
- Negotiated Revision: May 12, 2015
- Negotiated Revision: May 2022

Procedures

1. The Aspen Peaks School District will provide Workman's Compensation insurance for educators as provided for by law.
2. Leave under Workers' Compensation runs concurrently with the educator's Health and Disability Leave (Policy 4162).
3. Every work-related injury should be reported by the educator to the educator's supervisor within 48 hours after the time of the injury. All injuries must be referred to a licensed physician.
4. Whenever an educator is injured on the job, it is considered an industrial accident and the cost of those injuries are generally paid for by the Aspen Peaks School District which is self-insured for these kinds of accidents.
5. The District and worker's compensation already cover an educator when accidentally injured in the course of employment. In the event that clothing or other personal property is damaged or destroyed as a result of an accident evident to employment, an employee may make application to the district Risk Manager for reimbursement. If the item

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damaged or destroyed is covered by the employee's insurance, the amount paid by the insurance company will be deducted from the claim.

6. The amount that the Aspen Peaks School District pays to any medical provider for their services is paid through a schedule published by the Utah Labor Commission or by statute. Any medical provider in the State must accept this as payment in full. If an employee receives a billing for the difference, it will be necessary that the employee report this to their claims adjuster immediately. The claims adjuster will inform the medical provider that they cannot collect this additional amount from our employees.
7. When an educator suffers a job related injury, after three (3) days the District's Workers' Compensation insurance coverage pays temporary disability benefits to the employee at the rate of approximately 66 2/3% of the average weekly wage plus dependents allowance, subject to a maximum rate. This is paid until an employee is released to work or reaches maximum medical improvement. After an employee has been off work for fifteen (15) days or more, Workers' Compensation insurance pays the three (3) day waiting period. The District will pay the employee the difference between the Workers' Compensation temporary disability benefits and full salary or the average weekly wage, debiting the employee's health and disability leave account to the extent necessary to make up the difference, to the extent health and disability leave is available. However, in no event shall an employee be entitled to receive health and disability leave benefits which when combined with Workers' Compensation benefits exceed the employee's normal salary or average weekly wage.

Approvals

- Negotiated Revision: May 2022

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4225

Half Time Educators (Benefits)

1. HALFTIME EDUCATORS

1.1. A part-time contracted educator will be given a benefit package as follows: All benefits are to be prorated in relationship to the fractional nature of the contract. Insurance benefits (medical, surgical, extended care, dependent death and employee death) are available, effective 23 January 1984, as follows:

1.1.1. No benefits will be available to persons employed for less than 50% (half time daily) contract. Benefits will be available as outlined in 1.1.2 to part-time contracted employees who work 50% or more of a daily contract.

1.1.2. A part-time contracted employee (any daily work contract between half and full-time) may obtain the benefits accorded full-time employees by paying the percent of the premium which represents the difference between 100% (full-time) and the percent of a full-time contract worked by the employee. For example, a half-time educator (50% of daily contract) would be required to pay 50% of the insurance cost.

1.1.3. Contracted employees in part-time employment as of 23 January 1984 will continue to receive the same insurance fringe benefits they have enjoyed in the past until:

1.1.3.1. Different insurance fringe benefits are negotiated with the Association.

1.1.3.2. The part-time employee changes to a different employee status (such as 1/2 time to 2/3 time or 3/4 time to 1/2 time).

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1.1.4. Contracted employees in full-time employment changing to part-time employment on or after 23 January 1984 are subject to the provisions outlined above if the status change is at the request of the employee.

1.1.5. As a clarification it is stated that the benefits mentioned in Policy 4225 are provided only during employment. Aspen Peaks School District retirement incentives e.g. (stipend, insurance medicare supplement) are excluded. See Exception on the page following Policy 4253, Early Retirement in Policy Book.

Board Approvals

- Negotiated: May 15, 1984
- Negotiated Revision: August 16, 1996

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4250

Retirement Plans

Statement of Policy

The Aspen Peaks School Board is committed to accommodate contracted employees who elect to retire early and to comply with the requirements of the Age Discrimination in Employment Act. The Board delegates to the Superintendent or designee the responsibility to implement this policy.

1. RETIREMENT PLANS

1.1. Retirement privileges are established by the legislature of the State of Utah and administered by the Utah State Retirement Board. Educators, by virtue of their employment, become a member of the retirement plan.

1.2. Every educator is also covered by the Social Security System of the Federal Government. On this program the Board of Education matches the contribution of the educator.

1.3. If a negotiated contract is agreed upon, after the retirement deadline has passed, which makes changes to any retirement benefits for the following school year then a retirement window will be opened.

Board Approvals

- Negotiated: July 18, 1978; Negotiated: June 11, 2024

Procedures

No procedures have been established at this time.

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Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4251

Tax Sheltered Retirement Plans

1. TAX SHELTERED RETIREMENT PROGRAMS

1.1. Aspen Peaks School District permits employee contributions to approved tax-sheltered retirement programs through payroll deduction. This benefit to employees is intended to assist those who wish to establish self-directed investment accounts as a supplementary retirement program.

Board Approvals

- Board Approved: May 12, 1992

Procedures

No procedures have been established at this time.

Rules & Regulations

1. TAX-SHELTERED RETIREMENT PROGRAMS

1.1. Any bona fide company chosen by the employees for payroll deduction for tax-sheltered annuities may gain the privilege of payroll deduction if said company has at least 1% of district employees who request the payroll deduction. A new request must be accompanied by a document showing that said company is currently rated A- or better by Best Rating Service or have an equivalent minimum rating from another industry-recognized rating service. The company must also maintain an office in Utah and

must submit salary reduction agreements signed by the minimum number of employees.

1.1.1. Once each five years (beginning with calendar year 1995) each tax-sheltered deduction will be reviewed and those which have dropped below the 1% minimum will no longer be able to participate in payroll deduction unless steps are taken to bring the number of employees up to the minimum. When participation drops below the 1% level, the employees and the companies involved will be notified at the beginning of the review year that discontinuation is a possibility.

1.1.2. Aspen Peaks School District does not endorse any one tax-sheltered retirement program. It is expected that employees will become well informed about participating companies and their programs before agreeing to invest.

1.2. Payroll deductions will only be made on a twelve (12) month basis.

1.3. Payroll deduction requests and changes must be made before the 10th of the month to become effective on the next regular check. Employees whose contracts begin on July 1 may not make changes on the June check, and those beginning on September 1 may not make changes on the June, July and August checks.

1.4. Company representatives and salesmen of tax-sheltered annuities shall not be permitted to contact employees during regular working hours.

Approvals

- 5/12/92

Policy No. 4252

Purchase of Retirement Service Credit

Statement of Policy

The Aspen Peaks School Board is committed to accommodate contracted employees who elect to retire early, while ensuring compliance with the requirements of the Age Discrimination in Employment Act. The Board delegates to the Superintendent or designee the responsibility to implement this policy.

Board Approvals

- Board Approved: November 14, 1995
- Negotiated Revision: August 31, 2005
- Negotiated Revision: October 14, 2025

Procedures

Definitions:

1. **Actuarial reduction**: method used to adjust pension or retirement benefits to those who retire before the standard retirement age. Those in this situation (without thirty (30) URS years of service or age sixty-five (65)) will get 3% less for every year between sixty (60) - sixty-five (65) and 7% less for every year below sixty (60).
2. **Social Security offset**: to be eligible for the early retirement incentive, you must be younger than your full social security retirement age. An employee approaching their social security retirement age (forty-eight (48) months or

less) will have a reduction month by month until there is no benefit left at their full social security retirement age. For the full benefit an employee must meet the requirements outlined in Policy 4253.

3. PURCHASE OF RETIREMENT SERVICE CREDIT

3.1. Any employee who is a member of the Utah Retirement Systems may use the District retirement stipend, (refer to Policy 4253) adjusted for the reduction of Social Security offset, to purchase previous or future years of service for which they qualify, or make any purchase allowable under Utah State Code.

3.1.1. This election needs to be made in sufficient time to allow for the necessary coordination between the State Retirement Office and the Aspen Peaks School District. This date is normally March 1 of the year the employee retires.

3.2. If the individual has not already qualified for retirement, then the purchase of the credit must allow the member to meet eligibility requirements of the Utah Retirement System with no actuarial reduction.

3.2.1. Those who retire under age sixty (60), who have an actuarial reduction, would not qualify to purchase service credit. (See Policy 4253, 1.2)

3.3. Notwithstanding language in Policy 4253 to the contrary, any employee who is entitled to receive an early retirement stipend under Policy 4253, may forgo all, or part, of that stipend to make funds available for the District to purchase retirement service credit. The balance of remaining funds will be used in the District Special Pay Plan.

3.4. The provisions of Policy 4253, will apply upon the death of the retired employee receiving benefits.

3.5. The insurance benefits will continue to be the same as described in Policy 4253, 3.1.3.

3.6. The amount paid by the District to purchase future years under this policy shall not exceed 95% of the total purchase price of the years of credit. An employee may use any percentage of the purchase price to redeposit years of service.

3.7. The employee must retire immediately after the purchase of the retirement credit is complete.

3.8. This policy is implemented in a non-discriminatory fashion in full compliance with the rules of the Utah Retirement Systems and Utah State Code.

Rules & Regulations

No rules & regulations have been established at this time.

Citations

Age Discrimination in Employment Act

Policy No. 4253 | Retirement Incentives & Eligibility

This policy was adopted already on May 14, 2026

Policy No. 4253

Retirement Incentives & Eligibility

Statement of Policy

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.

Definitions

1. "Salary Schedule Base" means the salary amount of the "Teacher Salary Schedule" Lane 1 Step 1.
2. "Educator's base contract amount" means the current lane and step on TCH A (for elementary educators) and TCH B (for secondary educators) for eight (8) hour contracts.

1. RETIREMENT INCENTIVES & ELIGIBILITY

1.1. A certificated educator of the Aspen Peaks School District shall receive this benefit if he/she:

1.1.1. submits the online form to Human Resources by February 1st of the employee's last completed contract year, (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.)

1.1.2. is employed by the District as a certificated educator for the required time period immediately preceding retirement,

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1.1.3. retires at the end of a contract (for extenuating circumstances the Superintendent or designee may allow an educator to retire prior to the end of a contract year and receive this benefit),

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

1.1.5. meets one (1) of the following criteria:

2. STIPEND ELIGIBILITY

2.1. Has completed immediately preceding retirement, a minimum of fifteen (15) current, consecutive, full-time years with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District to qualify for a stipend, and is or will be, during the contract year of retirement at least sixty (60) years of age, or

2.2. Has completed immediately preceding retirement, a minimum of fifteen (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 fifteen (15) years of current, consecutive, service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District and are or will be, during the contract year of retirement, at least sixty (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 fifteen (15) years of current, consecutive, service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain 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

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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 (15) 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 fifteen (15) to arrive at the average percentage of contract over the fifteen (15) 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. 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

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unreduced Social Security.

3.1.3. Beginning with employees who retire after July 1, 2023, if death of the retired educator receiving benefits should occur, insurance benefits for the eligible beneficiary shall terminate forty-five (45) days following the death, and stipend benefits shall be paid to the retired educator's designated beneficiary. 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 twelve month 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 the same length of contract as a teacher.

4. INSURANCE ELIGIBILITY- Including Post COBRA Benefits

4.1. Has completed, immediately preceding retirement, a minimum of twenty (20) years (fifteen (15) of which must be current and consecutive) qualify for the four (4), five (5), or six (6) years of retired insurance articulated in 5.0, *(1) full-time professional service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain 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 twenty (20) years, fifteen (15) must be current, consecutive, to qualify for the four (4), five (5), or six (6) years of retired insurance in 5.0, * (2) full-time professional service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District and has accumulated sufficient years of service under the Utah State Retirement System rules to qualify for full, unreduced pension benefits**.

4.3. Educators who are contracted at .5 or greater and have completed

immediately preceding retirement a minimum of twenty (20) years, fifteen (15) of which must be current, consecutive to qualify for the four (4), five (5), or six (6) years of retired insurance in 5.0 professional service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District and are, or will be, during the contract year of retirement, at least sixty (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 twenty (20) years, fifteen (15) of which must be current, consecutive to qualify for the four (4), five (5), or six (6) years of retired insurance in 5.0 professional service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain 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. 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 (Spouse and dependent coverage may not exceed what is granted to the retiring employee.):

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.

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 4254 and 4255.

5.1.4. If a retiree is covered by a post-retirement medical plan and chooses not to participate in the Aspen Peaks School District medical benefits, they may sell the Aspen Peaks School District medical plan back to Aspen Peaks School District for 25% of the premium for which they qualify.

6. 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.

6.1.1. If the spouse or dependent becomes eligible to join Medicare (except as noted in 6.1.5) or is enrolled in another employer sponsored health insurance plan or is eligible for another employer sponsored health insurance plan that is fully funded by the employer, the benefits cease until the spouse is not longer eligible for coverage under the other plan and again applies for coverage under HIPPA, which allows for a special enrollment period to maintain continuous coverage when insurance is lost. The years of spouse and dependent eligibility begin running upon the date the insurance terminates as a result of the educator retirement regardless of eligibility or membership in another health insurance plan.

6.1.2. 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.

6.1.3. 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.

6.1.4. 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

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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 Aspen Peaks 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 allowed by the IRS guidelines will be deposited at the time of the first retirement payment. Additional payments, if needed, will be in January of the following year.

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 finances 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. ONCE SUBMITTED, RETIREMENT FORMS MAY NOT BE RESCINDED

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

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

7.3. ***The word "another" refers to insurance coverage other than that provided by Aspen Peaks 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 Aspen Peaks School District.

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

Board Approvals

- 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
- Negotiated Revision: May 11, 2023
- Negotiated Revision: June 11, 2024
- Negotiated Revision: October 14, 2025
- Negotiated Revision: February 10, 2026
- Negotiated Revision: May 14, 2026

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Citations

Policy No. 4254 | Insurance for Employees Over 65 Policy No. 4255 | Retired Educator Insurance
Social Security Act 42 U.S.C. (401 et seq.)

Policy No. 4254

Insurance for Employees Over 65

Statement of Policy

An active employee over the age of 65, and their eligible family members, is covered by district insurance. The District's insurance is primary. At the time of retirement, at age 65 or after, Medicare becomes the prime insurance coverage. The District's insurance carrier will be the supplemental carrier for those employees who qualify for a supplement to Medicare, under Policy 4255. It is the responsibility of the employee to enroll with Medicare.

Board Approvals

- Negotiated: June 19, 1979
- Negotiated Revision: August 25, 1987
- Negotiated Revision: September 29, 1988
- Negotiated Revision: August 21, 1995
- Negotiated Revision: June 21, 2005

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4255

Retired Educator Insurance

1. RETIRED EDUCATOR INSURANCE

1.1. Those certified educators who retire* from Aspen Peaks School District after the 1988-89 school year and are hired prior to August 21, 1995 with at least 15* years full time service in Aspen Peaks School District and who have reached age 65 will be provided a supplemental health insurance policy. The EMIA Medicare policy will supplement the Medicare/Medicaid insurance. The 15 years* need not be consecutive.

*those individuals who retire by the end of the 2010-2011 school year need only 10 years.

1.2. Educators who qualified for the Medicare Supplement prior to May 24, 2001 under the conditions of 1.1 and opt to move from a full-time to a part-time contract shall be able to maintain the Medicare Supplement benefit under the following conditions:

1.2.1. They are eligible for the retirement benefits as defined in Policy No. 4253.

1.2.2. They apply for Medicare Supplement within 1 month of the qualifying age (currently 65).

1.2.3. They annually pay the prorated share of the cost of the Medicare Supplement benefit as defined in Section 1.2.3 of Policy No. 4253.

1.2.3.1. The payments for this coverage must be in advance and paid at least quarterly.

1.3. The Educators Mutual supplement is only available to those who are covered at the time of retirement with the Educators Mutual

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plans.

1.4. If a retired educator, who is currently enrolled in the EMI Medicare Supplement, desires a retirement insurance other than the district designated plan, he/she may waive the group EMI Medicare Supplement with proof of other coverage or at annual Open Enrollment. However, the option to re-enroll in the district retiree plan will be lost.

End note: Retire is interpreted to mean either qualifying for and electing to take early retirement from the Aspen Peaks School District or retirement at age 65 or later from the Aspen Peaks School District.

Board Approvals

- Negotiated: June 21, 1977
- Revised: December 9, 1985
- Negotiated Revision: June 16, 1989
- Negotiated Revision: August 21, 1995
- Negotiated Revision: August 16, 1996
- Negotiated Revision: June 19, 2001
- Negotiated Revision: June 16, 2009
- Negotiated Revision: April 2017

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4280

Voluntary Membership Legal Status

1. VOLUNTARY MEMBERSHIP-LEGAL STATUS

1.1. It is unlawful for any employer, person, firm, association, corporation, employee, labor union, labor organization or any other type of association, officer, or agent of such, or member of same, to compel or force, or to attempt to compel or force, any person to join or refrain from joining any labor union, labor organization or any other type of association. (2-12-10, 34-34-7)

1.2. No employer shall require any person to become or remain a member of any labor union, labor organization or any other type of association as a condition of employment or continuation of employment by such an employer. (34-34-8)

1.3. No employer shall require any person to abstain or refrain from membership in any labor union, labor organization or any other type of association as a condition of employment or continuation of employment. (34-34-9)

1.4. No employer shall require any person to pay dues, fees, or other charges of any kind to any labor union, labor organization, or any other type of association as a condition of employment or continuation of employment. (34-34-10)

2. RIGHTS OF EMPLOYEES-COLLECTIVE BARGAINING-RIGHT TO REFRAIN ALSO

2.1. Employees shall have the right to self-organization, to form, join, or assist

labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection/ and such employees shall also have the right to refrain from any or all of such activities. (2-12-3)

3. RIGHTS OF EMPLOYEES TO ORGANIZE

3.1. It shall not be unlawful for employees to organize themselves into or carry on labor unions for the purpose of lessening hours of labor, increasing wages, bettering conditions of members, or carrying out the legitimate purposes of such organizations as freely as they could do if acting singly. (2-12-1)

4. NEGOTIATIONS

4.1. Negotiations of terms and conditions of labor should result from voluntary agreement between employer and employee. Governmental authority has permitted and encouraged employers to organize in the corporate and other forms of capital control. In dealing with such employers the individual unorganized worker is helpless to exercise actual liberty of contract and to protect his freedom of labor and thereby to obtain acceptable terms and conditions of employment. Therefore, it is necessary that the individual employee have full freedom of association, self-organization, and designation of representatives of his own choosing to negotiate the terms and conditions of his employment, and that he shall be free from the interference, restraint or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or their mutual aid or protection. (2-21-1)

Board Approvals

- Utah State Law Board Approved:

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4281

Organization Recognition

1. RECOGNITION

1.1. The educator's organization with the majority membership, by December 1st of each year, shall be recognized as the negotiation body to represent the educators in negotiation problems between the district administrative staff and/or the Board of Education and the organization.

Board Approvals

- Board Approved:

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4282

Association Rights

1. ASSOCIATION RIGHTS

1.1. The board agrees to furnish to the association in response to reasonable request from time to time all appropriate and available information concerning the financial resources of the district including but not limited to annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, tentative budgetary requirements and allocations, agendas, and minutes of all board meetings, census data, and such other information that shall assist the association in developing intelligent, accurate, informed and constructive programs on behalf of the employees. The board also agrees to provide the association with information which may be necessary for the association to process any grievance or complaint except as legal requirements prohibit. In general, the board will make available to the association any information that is available to any other citizen with the exception that the board will permit the association to have a directory of all personnel which is not available to citizens at large.

1.2. Whenever any representative of the association or any certified employee is mutually scheduled by the district and the association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings deemed to be of direct benefit to education within the district, the employee shall suffer no loss in pay. The cost of a substitute will be borne by the district and the leave shall be considered paid leave (53A-3-245 (2)). The board representative, who will be a part to the mutual agreement, will be the superintendent or his designee.

1.2.1. While on paid leave, certified employees may not engage in political activity including:

1.2.1.1. Actively campaigning for candidates for public office in partisan and nonpartisan elections.

1.2.1.2. Fundraising for political organizations, political parties, or candidates.

1.2.2. All paid association leave shall be documented by the district. Additionally, the district shall maintain an accounting of the cost and expenses of paid association leave.

1.2.3. Certified employees on paid association leave shall be supervised by the district.

1.2.4. Any employee who willfully violates the policy governing paid association leave may be subject to disciplinary action as defined in 53A-8-104.

1.2.5. The association will work with the district to ensure the accuracy of reporting of paid leave.

1.3. The association and its representatives shall have the right to use school buildings at all reasonable hours for meetings according to School Board Policy No. 1330 as a Class 1 user.

1.4. The association shall have the right to use school facilities and equipment in accordance with existing local and school district policies which apply to certificated employee use.

1.5. The association shall appoint the educators' portion of the members on any committee that results from negotiations or that pertains to negotiated agreements.

1.6. An educator may be represented by the Association or an Aspen Peaks School District educator of their choice in meetings held with the principals. This representative may not be a close relative as defined by the Policy 4034 on Employment of Relatives.

Board Approvals

- Negotiated: May 15, 1984
- Negotiated Revision: October 14, 1986
- Negotiated Revision: June 21, 1994
- Negotiated Revision: May 24, 2002

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4283

Released Time of Association Leaders

1. RELEASED TIME FOR PROFESSIONAL ASSOCIATION LEADERS WHO REPRESENT THE GREATEST NUMBER OF TEACHERS

1.1. The professional association president (hereafter referred to as president) may take time off for his/her professional duties according to the following provisions:

1.1.1. The president may be out of the classroom 50% of his/her school day from the second month through the ninth month of the school year. The President will be in the classroom working with the teaching assistant during September unless there is an emergency. The president will clear with the principal prior to leaving the school during September.

1.1.2. The Board and administrative staff will avoid interrupting the president in the classroom except for emergency reasons.

1.1.3. All time taken by the president or the association designee for workshops, conferences, conventions, meetings and all other activities required of the president will be within the provisions outlined in 1.1.1 above.

1.1.4. The district and association will work together to hire a full-time teaching assistant who shall teach in place of the president while the president attends to association business.

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1.1.5. The cost required to provide released time for the association president will be borne by the president's professional association. The professional association will reimburse the district the cost of a full-time teaching assistant.

1.2. The professional association president and Board of Directors and state/local professional association officers who work in Aspen Peaks School District shall be released as needed and approved in advance by the superintendent or designee. The cost of needed substitutes will be paid by the professional association.

Rationale: The Aspen Peaks School District agrees that the association's involvement in working on district committees (i.e., insurance, calendar, sabbatical leave, negotlations) is considered a benefit to Aspen Peaks School District.

Board Approvals

- Negotiated: May 15, 1984
- Negotiated Revision: October 14, 1986
- Negotiated Revision: September 18, 1990
- Negotiated Revision: May 24, 2002
- Negotiated Revision: June 12, 2007
- Negotiated Revision: May 3, 2018

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4284

Negotiations

1. NEGOTIATIONS

1.1. One of the most vital and important and at the same time delicate problems of a school board is to develop and maintain high morale among educators and retain the services of the most capable.

1.2. The right of individuals to discuss with the Board of Education conditions concerning their employment has long been recognized. The right of the individual educator to delegate to an organization the right to represent him has also long been recognized.

1.3. In order that the Board of Education and the educator's organization may resolve problems of mutual concern, certain basic concepts for reaching an agreement must be understood. This section deals with some of these concepts.

2. RECOGNITION

2.1. The members of the educational staff of Aspen Peaks School District constitute what the parties hereto believe to be an appropriate unit for the purpose of negotiating terms and conditions of employment as contemplated by Section 34-1-9 Utah Code Annotated 1953.

2.2. The Board of Education agrees to recognize the organization hereafter referred to as the association that has the greatest number of the educational staff as members, by December 1 of each year, as the exclusive representative of members of said educational staff. Any individual, teacher, or group of teachers shall have the right at any time to present grievances to the Board. Nothing herein shall be so construed as to deprive any individual of his rights.

3. NEGOTIATIONS

3.1. A meeting date to open negotiations shall be set no later than the 21st day following the adjournment of the annual session of the Utah State Legislature. Preliminary discussions relating to negotiations may be held at any time to help establish priorities and exchange information.

4. NEGOTIATION TEAMS

4.1. The Board, or designated representatives appointed to serve as its team, will meet with representatives designated by the association for the purpose of establishing ground rules for negotiation sessions and reaching mutually satisfactory agreements.

5. OPENING NEGOTIATIONS

5.1. Any proposal that may arise which affects terms and conditions of professional services of the certificated staff shall be negotiable, including salaries, budgetary items, fringe benefits, and working conditions, and other matters of mutual concern. The Board and the association shall submit in writing, no later than the second negotiation meeting, all issues upon which they wish to negotiate. Additional items will only be added by mutual consent. Negotiations mutually agreed upon will be conducted at times and places mutually agreeable to the negotiators named by each party. Negotiation meetings shall continue to be held at the request of either party until an agreement is reached. If negotiations are scheduled during the school day, negotiators shall be released from their regular duties without loss of pay. Either party may utilize the services of consultants to assist in the negotiations. During negotiations, the Board and the association will present relevant data, exchange points of view, and make proposals and counter-proposals. Upon request of either party, the other will make available for inspection to the requesting party its records and data pertaining to the subject of negotiations.

6. JOINT STUDY COMMITTEES

6.1. The negotiators for the Board and the association are empowered to create joint study committees.

7. ADOPTING AGREEMENTS

7.1. When a substantive agreement is reached it shall then be made in writing and submitted for ratification to the Board and to the association. When approved by

both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Thereupon the agreement shall constitute a revision of school policies.

8. IMPASSE

8.1. If, after serious consideration of a negotiable item, agreement has not been reached, the Board and/or the association may declare that an impasse exists and the following procedure shall be followed:

8.1.1. A mediator/fact-finder shall be selected within ten (10) days from the impasse declaration through joint consultation with the association and Board representatives.

8.1.2. The mediator/fact-finder shall endeavor to assist the parties to overcome the impasse and arrive at an agreement on the issues before them.

8.1.3. The parties agree to cooperate with the mediator/fact-finder by providing him with such available information as he requests and to meet promptly for the presentation of the issues.

8.1.4. Upon completion of his inquiry and within twenty (20) calendar days from the date of his selection the mediator/fact-finder shall submit his recommended solution to both parties.

8.1.5. The report of the mediator/fact-finder shall be advisory only.

8.1.6. Both parties shall take official action of the report of the mediator/fact-finder no later than five (5) days after receiving the said report.

8.1.7. The parties agree to share equally at the expense of the mediator/fact-finder and to assume the full costs of their own representation.

8.1.8. The mediator/fact-finder shall be limited to the issues of an impasse.

Approvals

- Negotiated: August 15, 1973
- Negotiated Revision: May 2012

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Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4400

Philosophy Education Support Professional

1. PHILOSOPHY, Education Support Professional

1.1. The main purpose of all employees, both certificated and education support professional, is to contribute to the learning process of the students. Therefore, all personnel shall work wholeheartedly toward a wholesome environment for the students by making a conscientious effort to keep the school plant operating at its best as an educational institution.

2. POLICY CLARIFICATION

2.1. The policies contained in the policy handbook apply to contract employees unless otherwise specified in the individual policy.

2.2. Policies that apply to non-contracted workers are No. 4409, No. 4413.1, No. 4431 (Item 2, only), No. 4432, No. 4441, No. 4456, No. 4463, No. 4473, No. 4479, No.
4405 (b) (1.2.3 only), and No. 4455 (1.2, l.3, 1.4).

2.3. Education support professionals shall consist of all non-USOE certificated employees.

2.4. All problems relating to non-teaching personnel shall be referred by the employee to his principal and/or immediate supervisor. Only when problems cannot be solved through these channels is he to go to the Superintendent.

3. FAIR LABOR STANDARDS ACT

3.1. The District agrees to abide by the provisions of the Fair Labor Standards Act as it relates to all employees provided the act remains applicable to school districts.

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4. PHILOSOPHY

4.1. The following definitions of employee designations are agreed upon:

4.1.1. Full Time Contract Employees who work in a seven (7) or more contracted hour-per-day position and receive full benefits from the district as defined in Policy No. 4405.

4.1.2. Part Time Contract Employees who work in a position of less than seven (7) contracted hours but at least four (4) or more contracted hours per day and are eligible for benefits from the district as defined in Policy No. 4405.

4.1.3. Temporary Employee Hourly employees who serve at-will, in no-contract positions and have no expectation of continued employment.

4.1.4. Provisional Employee An employee who has served less than three full consecutive years in the District. A provisional employee does not have an expectation of continued employment beyond the immediate contract term.

4.1.5. Career Employee Any employee who has completed three or more consecutive years of contracted employment in Aspen Peaks District. Employees with prior service in the District may also be classified as career employees as outlined in Policy No. 4432, 1.1.2.1. Such individuals have reasonable expectation of continued employment beyond the immediate contract term. Negotiated: September 17, 1985

Approvals

- Negotiated Revision: August 19, 1986
- Negotiated Revision: August 11, 1987
- Negotiated Revision: June 16, 1992
- Negotiated Revision: June 14, 2004
- Board Reviewed: January 2009
- Negotiated: April 2016

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4404

Insurance Review

Statement of Policy

The School District and Association representatives, as in past years, will review annually the group insurance policy coverage. Any changes in coverage and/or adjustments to meet current medical and hospital charges or needs, shall be agreed to by both the Association and the School District before any changes will be effected. Once the extent of the coverage has been agreed to, the decision of whom the insurance carrier shall be will be decided by the Board of Education.

Approvals

- Negotiated: 1982
- Board Reviewed: January 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4405

Medical, Surgical, Extended Health Benefits

Statement of Policy

The Aspen Peaks School District Board of Education recognizes that health benefits for employees are an important benefit for employees and contributes to the hiring of highly qualified staff and their retention. Therefore, the Board provides such employee resources as an important fringe benefit to its employees. The Board has designated the Superintendent or designee to apply this policy.

1. MEDICAL, SURGICAL, EXTENDED HEALTH BENEFITS AND LIFE INSURANCE

1.1. Full-time employees

1.1.1. Full time employees are provided a medical, surgical, extended health, term life, and dependent life insurance program as a fringe benefit. The cost of the insurance program is based on negotiated agreement.

1.1.2. The insurance benefits become effective on the first of the month following the employee's first contracted day, not at the time the prospective employee signs a contract.

1.1.3. The insurance coverage ends at the end of the month in which the employee terminates their contract. For nine-and ten-month employees who terminate, the insurance shall remain in effect over the summer months until August 31st provided that the employee has completed the full term of the contract. An

employee will not receive more than twelve (12) months insurance for one contract year of service.

1.1.4. The cost of the District medical insurance is negotiated yearly. Employees must make an application and qualify within thirty (30) days of the start of regular contracted service to receive coverage. (See note at end of Policy.)

1.2. Part-time employees (formerly Policy No. 4411)

1.2.1. A part-time contracted employee (any daily work contract between four (4) and seven (7) hours) may obtain the benefit accorded full-time employees (those who work seven (7) or more hours) by paying the percent of the premium which represents the difference between 100% (full-time) and the percent of a full-time contract worked by the employee

1.2.2. Effective July 1, 1984, for insurance purposes the board agrees to the following scale for determining insurance premiums to be paid by the district:

1.2.2.1. Instead of insurance being based upon hours worked per day, insurance will be based upon the number of days in the employee's full yearly contract multiplied by the hours worked per contract day as outlined with the following formula: 1,260 hours and above will have no insurance cost other than the appropriate employee premium contribution; 1070-1259 hours will pay 14% of insurance costs plus appropriate employee premium contribution; 1069-890 hours will pay 29% of insurance costs plus appropriate employee premium contribution; 637-889 hours will pay 43% of insurance costs plus appropriate employee premium contribution. The exception to this policy will be bus drivers who will pay 26% of the insurance costs plus appropriate employee premium contribution.

1.2.3. The District agrees to allow part-time contract employees to waive medical and surgical insurance programs, but still participate in

dependent death, employee death and long term disability benefits by paying the prorated percentages for these benefits. (See note at end of policy.)

1.3. Term Life Insurance (formerly Policy No. 4406)

1.3.1. The Board of Education shall provide to the employees of the District a term life insurance policy in the amount of $20,000 (Educators Mutual Insurance shall provide $15,000 double indemnity/accidental death/dismemberment and the Board of Education shall provide $5,000). The premium on this policy shall be paid by the school district for full-time employees. Part-time employees may obtain the full benefits by paying the percent shown on the prorated schedule in 1.2.2.1 listed above. (See note at end of policy.)

1.4. Dependent Life Insurance (formerly Policy No. 4410)

1.4.1. For full-time employees the District shall provide the cost of $5,000 for dependent life insurance for all eligible spouses and unmarried dependent children from 14 days through age 26. Part-time employees may obtain the full benefits by paying the percent shown on the prorated schedule in 1.2.2.1 listed above. (See note at end of policy.) Note: (Information item only) This policy refers to current contracted employees only and those early retirees who are receiving an annual stipend from the district and have not waived the life insurance or other insurance benefits. (See 1.2.3 of this policy.) To be covered, an employee or early retiree must officially make an application for these benefits.

Approvals

- Negotiated: September 17, 1985
- Revised: August 19, 1986
- Revised: August 11, 1987
- Revised: June 27, 1989
- Revised: October 9, 1990

- Revised: June 16, 1992
- Revised: August 25, 1993
- Revised: August 24, 1994
- Revised: June 20, 1996
- Revised: June 2003
- Negotiated Revision: June 14, 2004
- Board Reviewed: January 2009
- Board Approved: June 2010
- Negotiated Revision: June 2024
- Negotiated Revision: November 19, 2025

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4407

Retired Employee Insurance

1. RETIRED EMPLOYEE INSURANCE

1.1. Those education support professionals who have retired* from the Aspen Peaks School District with at least 10 years service in Aspen Peaks School District and who have reached age 65 will be provided a supplemental health insurance policy. The policy will supplement the Medicare/Medicaid insurance. The policy, issued by the district designated insurance company, will supplement the Medicare/Medicaid insurance. This policy is a benefit to those employees retiring subsequent to the 1990-91 school year. The 10 required years need not be consecutive.

*Retired is interpreted to mean either qualifying for and electing to take early retirement from the Aspen Peaks School District or retirement at age 65 or later from the Aspen Peaks School District

1.2. The District designated supplement is only available to those who are covered at the time of retirement with the District designated plan.

1.3. Employees hired after June 30, 1995 will not be provided with a District paid supplemental health insurance policy upon retirement.

1.4. If a retired education support professional desires a retirement insurance other than the district designated plan, he may waive the group EMI Medicare Supplement with proof of other coverage or at annual open enrollment. However the option to re-enroll in the district retiree plan will be lost.

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Approvals

- Negotiated: December 4, 1985
- Board Reviewed: January 2009
- Negotiated Revision: October 9, 1990
- Negotiated Revision: August 25, 1993
- Negotiated Revision: August 24, 1994
- Negotiated Revision: June 5, 1995
- Negotiated Revision: May 2008
- Negotiated Revision: April 2017

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4408

Insurance Coverage for Early Retirees and Employees of age 65

1. INSURANCE COVERAGE FOR EARLY RETIREES AND EMPLOYEES OVER AGE 65

1.1. Those employees who continue their employment beyond age 65 are encouraged to join the Medicare/Medicaid program at age 65. Medicare/Medicaid has an enrollment period which includes the period of time between the three months before and three months after an employee's 65th birthday.

1.2. Upon the employee's enrollment in the Medicare/Medicaid Program at age 65, the school district, through its association with the District's insurance carrier, shall continue to provide to the employee medical insurance benefits. Medicare/Medicaid becomes the supplemental carrier for working employees at age 65.

1.2.1. The Medicare/Medicaid premium is the responsibility of the employee.

1.3. The District's insurance carrier is the prime insurance coverage for the contracted employee of the District and his eligible family for the time he is actively employed. At the time of retirement, at age 65 or after, Medicare/Medicaid becomes the prime insurance coverage . It is the responsibility of the employee to enroll in Medicare at age 65.

1.4. Employees who take early retirement before age 65 shall be covered during the time (not to exceed four [4] years) that they

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receive early retirement benefits.

1.5. The present term life insurance policy coverage shall be administered according to the contract with the district's insurance carrier. The term life insurance continues during the time (not to exceed four (4) years) that the employee receives early retirement.

1.6. Long-term disability coverage shall be administered according to the contract with the district's insurance carrier. 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 continue 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 those employees qualifying subsequent to the 1988-89 school year.

Approvals

- Negotiated: September 27, 1984
- Negotiated Revision: August 11, 1987
- Negotiated Revision: June 27, 1989
- Negotiated Revision: October 9, 1990
- Negotiated Revision: August 25, 1993
- Board Reviewed: January 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4409

Workers' Compensation

Statement of Policy

The Aspen Peaks School District Board of Education is committed to providing Workers' Compensation to its employees as directed by state (Utah Code 34A-2) and federal law. The Board has designated the Business Administrator and the Executive Director of Human Resources to work collaboratively to apply this policy with educators.

1. WORKERS' COMPENSATION

1.1. Aspen Peaks School District will provide Workers' Compensation Insurance for employees as provided by law.

1.2. The District complies with the State rules on Workers' Compensation in case an employee is injured.

1.3. Every work-related injury should be reported by the employee to the employee's supervisor within 48 hours after the time of the injury. All injuries must be referred to a licensed physician.

1.4. Whenever an employee is injured on the job, it is considered an industrial accident and the cost of those injuries are generally paid for by the Aspen Peaks School District which is self-insured for these kinds of accidents.

1.5. The District and Workers' Compensation already cover an employee when accidentally injured in the course of their employment. In the event that clothing or other personal property is damaged or destroyed as a result of an accident evident to employment, an employee may make an application to the Superintendent of Schools for reimbursement. If the

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item damaged or destroyed is covered by the employee's insurance, the amount paid by the insurance company will be deducted from the claim.

1.6. The amount that the Aspen Peaks School District pays to any medical provider for their services is paid through a schedule published by the Utah Labor Commission or by statute. A medical provider in the state must accept this as payment in full. If an employee receives a billing for the difference, it will be necessary that the employee report this to their claims adjuster immediately. The claims adjuster will inform the medical provider that they cannot collect this amount from our employees.

1.7. When an employee suffers a job related injury, after three (3) days the District's Workers' Compensation insurance coverage pays temporary disability benefits to the employee at the rate of approximately 66 2/3% of the average weekly wage plus dependents allowance, subject to a maximum rate. This is paid until an employee is released to work or reaches maximum medical improvement. After an employee has been off work for fifteen consecutive (15) days or more Workers' Compensation insurance pays the three (3) day waiting period. The District will pay the employee the difference between the workers' compensation temporary disability benefits and full salary or the average weekly wage, debiting the employee's health and disability leave account to the extent necessary to make up the difference, to the extent health and disability leave is available. However, in no event shall an employee be entitled to receive health and disability leave benefits which when combined with Workers' Compensation benefits exceed the employee's normal salary or average weekly wage.

Board Approvals

- Negotiated: September 27, 1984
- Revised: June 27 1989
- Board Reviewed: January 2009
- Negotiated Revision: May 2022
- Revised: February 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4412

Health and Disability Leave

Statement of Policy

The Aspen Peaks School District Board of Education recognizes that health and disability leave for employees may be needed. Therefore, the Board provides such leave as an important fringe benefit to its employees. The Board has designated the Superintendent or designee to apply this policy.

Education Support Professionals

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

1. HEALTH AND DISABILITY LEAVE

1.1. Provisional contracted employees, those with less than three (3) 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 a maximum of twenty-one (21) working days at the beginning of the third year of employment.

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

1.1.2.2. Beyond the cumulative health and disability leave, when the contracted employee is absent because of health or disability reasons, a contracted employee's salary shall be paid as follows:

1.1.2.2.1. A contract employee salary shall have the cost of a personal day deducted ($30) for any health or disability leave taken beyond the earned cumulative days up to a combined maximum of 180 calendar days.

1.1.3. A contracted Education Support Professional, hired on or after July 1, 2011 and who has retired from a government agency, 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.

1.2. Career employees, those 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. (For example: An absence on Friday will count as three sick days, if the employee returns on Monday. Each calendar day counts as an absence, including holidays, as a sick leave day.)

1.2.1. An education support professional career employee 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 capable of fulfilling all essential functions without restrictions.

1.2.1.1. 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 accumulative. Upon successful completion of sick leave probation, the employee will

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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. Employees who use ten (10) consecutive contract days of health and disability leave, or establish a pattern of sick leave usage, which may indicate a misuse, will, upon the recommendation of the principal/supervisor and at the discretion of Human Resources, trigger the beginning count of 180 calendar days of sick leave usage. The calendar count will begin with the first day of the illness/disability for which the 180 days sick leave count is to be considered. 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.

1.2.3.1. 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.

1.2.4. An employee absent from work for a period of ten (10) consecutive contract days for health and disability reasons in one contract year must, upon the request of the principal/supervisor, supply the Human Resource 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.

1.2.5. An employee who has taken twelve (12) cumulative days or more of health and disability leave in any one contract year or who establishes a pattern of sick leave use which may indicate misuse, will, be required to submit medical justification upon request of the immediate supervisor to Human Resources and may have the reasons for leave reviewed by the administration and in the event the leave is not legitimate the employee’s health and disability leave may be restricted. In the event it appears the benefit is being

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misused the superintendent or his designee will refer the case to a review panel consisting of two employees to be determined by the education support professional association and a designee determined 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 the recommendations for action to the superintendent and to the employee. This review panel will be reviewed annually by the association and the district for its effectiveness and fairness.

1.3. Employees 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 full time employees as long as the employee has not waived the benefit. The benefits of this policy become effective following the expiration of the 180 day health and disability leave. The employee must make an application to both the social security office and the insurance carrier.

1.4. Fitness to return to work after a prolonged illness or disability shall be determined by the employee's attending physician. A letter from the physician is required before the employee shall be allowed to return to work. In the event of a conflict with the attending physician and the district administration, a second physician may be consulted at the Board of Education's expense. In the event of a disagreement between the two doctors, a third doctor may be consulted to determine disposition of the case at the Board of Education's expense.

1.5. When poor health seems to impair an employee's ability to carry on his or her work in a satisfactory manner, the Board of Education may request them to have a complete physical examination by a competent doctor of medicine at the board's expense, to determine fitness for duty.

1.6. If the spouse or dependent child, or parent of an employee has surgery or is hospitalized, the employee may be excused for up to three days (if the admittance, day of surgery, and release are separate days), but unless the patient is critical the employee should be at work during the period of recovery.

1.7. An employee may be excused for up to a maximum of two working

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days annually in the event of a dependent, immediate family member illness.

1.7.1. Dependent members of the immediate family may include mother, father, child, brother, sister and person living in the same immediate household.

1.7.2. An absence taken under this policy will be construed as health/disability leave.

1.7.2.1. Health and disability leave will be recorded relative to the percent of the contract of the employee. (An employee with a .5 contract 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.

1.8. Absence caused by the death of members of immediate families may be construed as health/disability leave. (See policy 4416)

1.8.1. Absences caused by the death of a family member may not be counted as part of the twenty-one (21) consecutive days that would trigger the 180 calendar day count of health and disability leave.

1.9. Employees shall provide plans so that their work shall progress normally whenever they must absent themselves from their places of employment.

1.10. Employees who schedule treatment, or surgical procedures which are not deemed medically necessary by a doctor, will not be granted sick leave. Any cosmetic or voluntary procedures that are not medically necessary will not be granted sick leave and days must be taken as personal leave, comp time or vacation.

(Intent-to discourage abuse of sick leave and preserve current benefit)

1.11. A supervisor may request medical certification if sick leave is taken before or after a holiday or vacation day.

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

1.13. Upon approval of Worker's Compensation (Policy 4409), the Health and Disability leave as defined in this policy will run concurrently. If extenuating circumstances exist as a result of a workplace injury, an employee may request in writing to the executive director of human resources a review by a panel the sick leave usage and availability in returning to work as a result of workplace injury.

1.14. Beginning September 1, 2015 Tier 1 employees (as defined by the Utah Retirement System) who qualify for Long-Term Disability (LTD) will have an elimination period of one hundred twenty (120) days. Tier 2 employees (as defined by the Utah Retirement System) who qualify for Long-Term Disability (LTD) will have an elimination period of 180 days.

Board Approvals

- Board Approved: May 21, 1980: Negotiated Revisions: August 19, 1986; August 11, 1987; June 27, 1989; January 14, 1992; August 24, 1994; June 14, 2004; June 3, 2005; May 2006; May 2009; April 2011; May 2012; May 2014; April 2015: Board Reviewed: January 2009; Amended: September 26, 2016; Negotiated Revisions: May 2021; May 2022; June 2024

Procedures

1. EXTENDED SICK LEAVE

1.1. An employee absent from work for a period of ten (10) calendar days for health or disability reasons must, upon request of his/her supervisor, supply the supervisor 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 (Policy No. 4412, 1.2). The

statements from the medical doctor, if requested, are to be forwarded to the Personnel Office for review and placement in the employee's personnel file. (Note: This is a change from earlier directives which required a letter from the employee's physician when the employee had been off work for health or disability reasons for fifteen (15) consecutive days. The principal or district level work-unit supervisor of the employee will now determine if such written notice is required.)

1.2. Those employees who have been required to supply a medical doctor's statement to substantiate extended health and disability leave are not to be permitted to return to work without a doctor's release. If the employee is given only a partial release, please check with the Personnel Office before allowing the person to return to work. Principals/supervisors are to forward these releases without delay to the Personnel Office so they may be placed in the employee's personnel file.

1.3. Employees who have been absent for an extended period shall not be allowed to return to work for a day or a few days and then be absent due to health or disability reasons for another extended period of time without proper medical documentation. Principals/supervisors will need to monitor this type of situation carefully.

2. PARENTAL LEAVE

2.1. Definitions

2.1.1. "Parental leave" means leave hours provided to a parental leave eligible employee to bond with a child or, in the case of a guardianship appointment, an incapacitated adult.

2.1.2. "Parental leave eligible employee" means an employee who, on the date an event described in Subsections 2.1.2.4.1 through 2.1.2.4.5 occurs:

2.1.2.1. is a contracted district employee;

2.1.2.2. is in a position that accrues paid leave benefits that can be used in the current and future calendar years;

2.1.2.3. is not reemployed as defined in Section 49-11-1202;

2.1.2.4. is assuming a parental role with respect to the child or the incapacitated adult for which parental leave is requested; and

2.1.2.4.1. is the child's biological parent;

2.1.2.4.2. is the spouse of the person who gave birth to the child;

2.1.2.4.3. is the adoptive parent of the child, unless the employee is the spouse of the pre-existing parent;

2.1.2.4.4. is the intended parent of the child and the child is born under a validated gestational agreement in accordance with Title 78B, Chapter 15, Part 8, Gestational Agreement; or

2.1.2.4.5. is appointed the legal guardian of the child or the incapacitated adult

2.1.3. "Postpartum recovery leave" means leave provided to a postpartum recovery leave eligible employee to recover from childbirth that occurs at twenty (20) weeks or greater gestation. (Such leave is offered in satisfaction of the period of parental leave and, if applicable, consecutive period postpartum recovery leave required under 53G-11-209(2) and 63A-17-511(2)-(4)).

2.1.4. "Retaliatory action" means to do any of the following to an employee:

2.1.4.1. dismiss the employee;

2.1.4.2. reduce the employee's compensation;

2.1.4.3. fail to increase the employee's compensation by an amount that the employee is otherwise entitled to or was promised;

2.1.4.4. fail to promote the employee if the employee would have otherwise been promoted; or

2.1.4.5. threaten to take an action described in Subsections 2.1.4.1 through 2.1.4.4.

2.1.5. "Postpartum recovery leave eligible employee" means an employee who:

2.1.5.1. Would otherwise qualify as a “parental leave eligible employee” and

2.1.5.2. gives birth to a child.

2.1.6. “Qualified employee" means:

2.1.6.1. a parental leave eligible employee; or

2.1.6.2. a postpartum leave eligible employee.

2.2. Except as provided in Subsections 2.5 and 2.6, the district shall:

2.2.1. allow a parental leave eligible employee to use up to three work weeks of paid parental leave for:

2.2.1.1. the birth of the parental leave eligible employee's child;

2.2.1.2. the adoption of a child; or

2.2.1.3. the appointment of legal guardianship of a child or incapacitated adult; and

2.2.2. allow a postpartum recovery leave eligible employee up to six (6) consecutive calendar weeks (30 days) of paid Maternity Leave for vaginal birth or up to eight (8) consecutive calendar weeks (40 days) of paid Maternity Leave for cesarean birth.

2.3. A qualified employee who is part-time may use the amount of parental leave available to the qualified employee under this section on a pro rata basis as determined by the percentage of his/her contract.

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

2.5. Parental leave described in Subsection 2.2.1:

2.5.1. may not be used before the day on which:

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2.5.1.1. the parental leave eligible employee's child is born;

2.5.1.2. the parental leave eligible employee adopts a child; or

2.5.1.3. the parental leave eligible employee is appointed legal guardian of a child or incapacitated adult;

2.5.1.4. may not be used more than six months after the date described in Subsection 2.2.1;

2.5.2. may not be used intermittently, unless:

2.5.2.1. by mutual written agreement between the district and the parental leave eligible employee; or

2.5.2.2. a health care provider certifies that intermittent leave is medically necessary due to a serious health condition of the child;

2.5.3. runs concurrently with any leave authorized under the Family and Medical Leave Act of 1993, 29 U.S.C. Sec. 2601 et seq.; and

2.5.4. runs consecutively to postpartum recovery leave.

2.6. The amount of parental leave authorized under Subsection 2.2.1 does not increase if a parental leave eligible employee:

2.6.1. has more than one child born from the same pregnancy;

2.6.2. adopts more than one child; or

2.6.3. is appointed legal guardian of more than one child or incapacitated adult.

2.7. A parental leave eligible employee may not use more than three (3) work weeks of paid parental leave within a single 12-month period, regardless of whether during that 12-month period the parental leave eligible employee:

2.7.1. becomes the parent of more than one child;

2.7.2. adopts more than one child; or

2.7.3. is appointed legal guardian of more than one child or

incapacitated adult.

2.8. Postpartum recovery leave described in Subsection 2.2.2:

2.8.1. shall be used starting on the day on which the postpartum recovery leave eligible employee gives birth, unless a health care provider certifies that an earlier start date is medically necessary;

2.8.2. shall be used in a single continuous period, unless otherwise authorized in writing by the executive director of Human Resources;

2.8.3. runs concurrently with any leave authorized under the Family and Medical Leave Act of 1993, 29 U.S.C. Sec. 2601 et seq.; and

2.8.4. includes any claim to parental leave.

2.9. The amount of postpartum recovery leave authorized under Subsection 2.2.2 does not increase if a postpartum recovery leave eligible employee has more than one child born from the same pregnancy.

2.10. Except as provided in Subsection 2.10.3, a qualified employee shall give the district notice at least thirty (30) days before the day on which the qualified employee plans to:

2.10.1. begin using parental leave or postpartum recovery leave under this section; and

2.10.2. stop using postpartum recovery leave under this section.

2.10.3. If circumstances beyond the qualified employee's control prevent the qualified employee from giving notice as described, the qualified employee shall give each notice as soon as reasonably practicable.

2.11. Except as provided in Subsections 2.5.3 and 2.8.3, the district will not charge parental leave or postpartum recovery leave under this section against any other leave a qualified employee is entitled to.

2.12. The district will not compensate a qualified employee for any unused parental leave or postpartum recovery leave upon termination of employment or if not used when eligible.

2.13. Following the expiration of a qualified employee's parental leave or postpartum recovery leave under this section, the district shall ensure that the qualified employee may return to:

2.13.1. the position that the qualified employee held before using parental leave or postpartum recovery leave; or

2.13.2. a position within the district that is equivalent in seniority, status, benefits, and pay to the position that the qualified employee held before using parental leave or postpartum recovery leave.

2.14. If during the time a qualified employee uses parental leave or postpartum recovery leave under this section the district experiences a reduction in force and, as part of the reduction in force, the qualified employee would have been separated had the qualified employee not been using the parental leave or postpartum recovery leave, the district may separate the qualified employee in accordance with any applicable process or procedure as if the qualified employee were not using the parental leave or postpartum recovery leave.

2.15. During the time a qualified employee uses parental leave or postpartum recovery leave under this section, the qualified employee shall continue to receive all employment related benefits and payments at the same level that the qualified employee received immediately before beginning the parental leave or postpartum leave, provided that the qualified employee pays any required employee contributions.

2.16. The district will not:

2.16.1. interfere with or otherwise restrain a qualified employee from using parental leave or postpartum recovery leave in accordance with this section; or

2.16.2. take retaliatory action against a qualified employee for using parental leave or postpartum recovery leave in accordance with this section.

2.17. The district shall provide each employee written information regarding a qualified employee's right to use parental leave or postpartum recovery leave under this section.

2.18. Up to three (3) days may be allowed for an eligible employee for

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the placement of a foster child.

Citations

Policy No. 4416 | Bereavement

Leave 78B-15-8

49-11-1202

53G-11-209(2)

63A-17-511(2)-(4)

Family and Medical Leave Act of 1993, 29 U.S.C. Sec. 2601 et seq.

Approvals

- Board Approved: April 19, 1988
- Negotiated: April, 2021
- Pilot Sections 2 and 3 for 2023-24 school year: May 2023, Continue Pilot for 20234-25 school year: June 2024
- Board Approved Revisions: June 17, 2025

HEALTH AND DISABILITY LEAVE INTERPRETATION (NOT POLICY)

Guidelines for administering the health/disability policy are:

1. The administrator shall review the health/disability leave policy with the entire staff during the start of each fiscal year.

    Example A. Employees may take the day a dependent child or spouse is admitted to, or released from the hospital as family illness upon receiving verification from the hospital.

Policy No. 4413

Personal Leave

STATEMENT OF POLICY

The Aspen Peaks School District Board of Education recognizes the importance of a qualified employee in every position. Further the Board understands that some leave is needed by employees beyond bereavement (Policy 4416) and health and disability (Policy 4412) leaves. Therefore, the Board has designated the Superintendent or designee to apply this policy.

1. PERSONAL LEAVE FOR CONTRACT EMPLOYEES

1.1. Contracted classified employees that do not have vacation accrual may have up to six days personal leave annually. These days will be without a dock in pay. Any other accrued days up to the maximum will receive a dock. If employees take these days, they will be required to pay 30% of their daily salary for each personal leave day up to a maximum of $30. Personal leave may be accumulated up to a maximum of 10 days. Personal leave accumulates by carrying the number of unused personal leave days over into the next school year.

1.1.1. The no dock personal days may not be used during the first or last week of school.

1.1.1.1. The first week of school is defined as the five student days beginning with the official start of the school year as noted in district calendars. 7th or 10th grade day are not a part of this count.

1.1.1.2. The last week of school is defined as the last five student days of the school year. When a holiday occurs on a day which would have been one of the five student days, this

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day will count as one of the five student days.

1.2. Classified employees that accrue vacation days may have up to six days personal leave annually. If employees take these days, they will be required to pay 30% of their daily salary for each personal leave day up to a maximum of $30. Personal leave may be accumulated up to a maximum of 10 days. Personal leave accumulates by carrying the number of unused personal leave days over into the next school year.

1.3. Employees may take a personal day the day preceding or following Winter Break.

1.4. Classified employees are discouraged from taking personal leave to work for any other organization.

1.5. Classified employees are encouraged to request the leave days in sufficient time to permit the supervisor to obtain a suitable substitute.

1.6. Personal leave days must be cleared in advance with the employee's supervisor, otherwise the employee may receive a full dock in pay for each day missed.

1.7. Any personal leave days taken beyond what has been accrued, if approved, will be taken at a 100% dock.

1.8. When a classified employee adopts a child he/she may take personal leave up to the number of days they have accrued, without a dock in salary with the executive director of human resources approval. These days are in addition to the days listed in policy procedure 4412.

1.9. If an employee has 8 hours or more comp time, the employee must take the comp time off before personal leave is approved.

2. PERSONAL LEAVE FOR HOURLY EMPLOYEES

2.1. ELIGIBILITY

1. Hourly employees hired after July 1, 2013 are not eligible for leave.

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Any days not worked must be cleared in advance and will be taken at 100% dock.

2.2. PERSONAL LEAVE FOR HOURLY EMPLOYEES HIRED BEFORE JULY 1, 2013

2.2.1. Hourly employees will be provided three (3) days of personal leave after working 2 years.

2.2.1.1. One additional day may be earned for each additional year for a maximum of five (5) personal leave days.

2.2.1.2. Employees may not take personal leave during the first and last week of the school year. Employees may take a personal day preceding or following Winter Break

2.2.1.3. The first week of school is defined as the five student days beginning with the official start of the school year as noted in district calendars. Kindergarten, 7th or 10th grade day are not a part of this count.

2.2.1.4. The last week of school is defined as the last five student days of the school year. When a holiday occurs on a day which would have been one of the five student days, this day will count as one of the five student days.

2.2.1.5. Classified hourly employees, hired before July 1, 2013, may take up to five personal days annually at no dock in pay. The number of no dock days may vary based on the number of days the employee has earned (see 2.1, 2.1.1 above).

Board Approvals

- Negotiated: September 17, 1985: Revised: June 27, 1989; August 25, 1993; August 24, 1994; June 2003: Negotiated Revision: June 14, 2004; May 2008; May 2009; May 2010; May 2012; April 2015: Board Reviewed: March 17, 2009: Negotiated: April 2019; September 2020; Negotiated April, 2021; Negotiated merger of

Policy 4413.1 into 4413 and made revisions to both, April 2022; Negotiated Revision: June 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4414

Military Leave

STATEMENT OF POLICY

The Aspen Peaks School Board supports and appreciates the service of members of the Armed Forces. In compliance with Utah Code 71A-8-102, leave is extended for the normal Reserve training and instruction requirements of our Reserve employees.

1. Military Leave

1.1. All state employees and all employees of any county and municipality thereof, who are or shall become members of the organized Reserve of the United States Army, Navy, Air Force, or Marines, shall be allowed full pay for all time not in excess of fifteen (15) days per year spent on duty at annual encampment or rifle competition or other duties in connection with the Reserve training and instruction requirements of the Army, Navy, Air Force or Marines of the United States. This leave shall be in addition to annual vacation leave with pay.

1.2. The Board of Education shall allow up to fifteen (15) contract days with prior approval of the Superintendent or designee for a contracted employee to participate in required military assignments. Any days taken beyond the fifteen (15) contract days will be docked with the cost equivalent out of pocket to the employee being that of a personal day for each day missed. Employees may also elect to request time off without pay.

1.3. Military leave may be broken into separate leaves. This shall not be construed to mean that more than fifteen (15) contract days of leave may be taken, only that multiple leaves per year will be allowed; not to exceed fifteen (15) contract days in total.

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Board Approvals

2. Revised and Adopted: June 19, 1979: Revised: August 19, 1986: Negotiated Revision: June 14, 2004: Board Reviewed: March 2009: Negotiated: April 2015; Negotiated: April 2024; Revised: September 9, 2025

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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This policy was adopted already on May 14, 2026

Policy No. 4415

Retirement Incentive

Statement of Policy

The Aspen Peaks School Board is committed to accommodate contracted employees who elect to retire early and to comply with the requirements of the Age Discrimination in Employment Act. The Board delegates to the Superintendent or designee the responsibility to implement this policy.

Education Support Professional

1. RETIREMENT INCENTIVE & ELIGIBILITY

1.1. To accommodate contracted education support professionals 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 contracted education support professional of the Aspen Peaks School District shall receive the 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 contracted education support professional retires, (In the event the Utah State Legislature makes substantial changes to the 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 contracted education support professional 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 a

contracted education support professional 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) they have not retired from another school district or state agency and that are not receiving benefits from those institutions, are eligible for Aspen Peaks District retirement benefits. (f) meets one of the following criteria

2. STIPEND ELIGIBILITY

2.1. Education support professionals who have completed, immediately preceding retirement, a minimum of 15 contracted years of service (10 of which must be current and consecutive*) with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District to qualify for a stipend, and are or will be, during the current contract year of retirement at least 60 years of age, or

2.2. Education support professionals who have completed, immediately preceding retirement, a minimum of 20 contracted years of service (10 of which must be current and consecutive*) with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District to qualify for a stipend and have accumulated sufficient years of service under the Utah Retirement System rules to qualify for full unreduced pension benefits.** This does not include temporary retirement window rules.

3. STIPEND CALCULATION

3.1. Contracted education support professionals 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 contracted education support professional 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 contracted education support professional is eligible to receive, shall

equal the stipend amount described below:

3.1.1. Contracted education support professionals retiring after January 1, 2006, will receive a stipend equal to 27% of the contracted education support professional's salary, multiplied by four, as if the contracted education support professional had continued his/her, plus the insurance benefit as described in 4.0.

3.1.2. The benefit described in 3.1.1 will be paid out in a lump sum. The payment will be offset by unreduced Social Security benefits which the retired contracted education support professional is entitled to receive during the months for which the payments are made in a similar manner as described in Section 3.1.1 for stipend payments.

3.1.3. If death of the retired contracted education support professional receiving benefits should occur, insurance benefits for the eligible beneficiary shall terminate forty-five (45) days following the death, and stipend benefits shall be paid to the retired contracted education support professional's designated beneficiary or, if there is not a designated beneficiary, to the retired contracted education support professional's estate.

4. INSURANCE ELIGIBILITY- Including Post COBRA Benefits

4.1. Contracted education support professionals who have 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, and must meet either of the following criteria:

4.1.1. have completed immediately preceding retirement, a minimum of 20 years of service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District (15 of which must be current and consecutive) and are, or will be, during the contract year of retirement, at least 60 years of age, or

4.1.2. have completed immediately preceding retirement, a minimum of 20 years of service with Aspen Peaks School District and/or its

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predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District (15 of which must be current and consecutive) and have accumulated sufficient years of service under the Utah Retirement System rules to qualify for full, unreduced pension benefits**.

5. RETIRED EDUCATION SUPPORT PROFESSIONAL INSURANCE BENEFIT

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

5.1.1. Education support professionals who have completed 1-10 years of service in Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District as of July 1, 2006, will be eligible for 4 years of post retirement insurance.

5.1.1.1. Education support professionals who have completed 11-19 years of current consecutive experience in Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District as of July 1, 2006, will be eligible for 5 years of post-retirement insurance.

5.1.1.2. Education support professionals who have completed 20 or more years of current consecutive experience in Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District as of July 1, 2006, will be eligible for 6 years of post-retirement insurance.

5.2. If the coverage in 4.1 expires before the retiree is eligible to join Medicare the retiree may purchase the District designated group health insurance at 106% 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 quarterly. The retiree must

maintain continuous coverage, including any COBRA rights of purchase, with the District's designated group health insurance policies under this policy.

5.3. For those educators hired prior to July 1, 2000 the insurance coverage for the educator, spouse, and/or dependent in 6.0 will continue for the period of coverage regardless of eligibility to join Medicare. The insurance coverage for the spouse and/or dependents of those educators hired prior to July 1, 2000, who are eligible to join Medicare shall consist of a supplement to Medicare.

6. RETIRED EDUCATION SUPPORT PROFESSIONAL DEPENDENT INSURANCE BENEFIT: including post Cobra benefits.

6.1. Insurance benefits for spouse and/or dependents can be earned by contracted education support professionals who qualify for eligibility as defined in 4.0. The benefits for spouse and/or dependent coverage will be the same as for the employee as described in 5.0.

6.1.1. The spouse and dependent coverage in 6.1 shall consist of the District-designated group insurance policies. If the dependent becomes eligible to join Medicare or is enrolled in any 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 longer eligible for coverage under the other plan and again applies for coverage under HIPPA. The insurance coverage for the dependent shall consist only of the District's supplement to Medicare.

6.1.2. If the spouse and dependent coverage expires in 6.1, the spouse and 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 become 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 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.

6.1.3. For those contracted education support professionals hired prior to July 1, 2000, the insurance coverage for the employee, spouse, and/or dependent in 6.0 will continue for the period of coverage regardless of eligibility to join Medicare. The insurance coverage for the spouse and/or dependents of those education support professionals 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 Aspen Peaks School District and the Aspen Peaks Education Support Professional Association. If an individual purchases years of service from the state, this shall be paid without going through the special pay plan.

6.4.1. Calculations for the retirement incentive will be calculated once at the time of retirement. The largest amount allowable by IRS rules will be placed into the special pay plan each year until the total amount has been distributed.

7. POST-RETIREMENT INSURANCE FUND

7.1. The District shall establish a post-retirement fund to help meet OPEB (Other Post-Employment Benefits) requirements. This fund shall include, but not be limited to the following:

7.1.1. Funds previously set aside for return to self-insured (approximately $3,700,000).

7.1.2. Other funds set aside as of September 1, 2007, to fund post-retirement insurance.

7.1.3. The District's Social Security savings from participation in the special pay plan and from those who use the stipend to purchase additional service credit from the Utah Retirement System.

7.1.4. Prescription subsidy payments from the Federal government.

7.1.5. Additional contributions will be added as determined by the Board of Education.

7.1.6. $6,000,000 additional in the 2007-2008 school year.

7.1.7. The District will provide the professional association representing the majority of the teachers, with an annual accounting of the fund by October 31, each year. As a minimum, this shall include contributions, interest, and withdrawals. *An approved leave of absence will not constitute a break in service if the educator returned immediately following the leave.

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

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

*** If any changes are made to retirement benefits in current policy that would affect current employees eligible for the benefits, the district will open a 30-day declaration window the year prior to the policy changes taking effect.

Board Approvals

- Negotiated: September 17, 1985: Negotiated Revision: August 19, 1986; August 11, 1987; June 27, 1989; October 9, 1990; August 25, 1993; August 24, 1994; July 26, 2000; June 2003; June 14, 2004; June 3, 2005; May, 2006; August, 2007; May 2008; April 2015: Board Reviewed: March 2009: Amended: April 2017; Revised specifications of retirement benefit for dependents May 2022; Negotiation Revised: May 2023; Negotiated Revised: June 2024; Negotiated Revised: May 14, 2026

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Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4415.1

Purchase of Retirement Service Credit

EDUCATION SUPPORT PROFESSIONAL

1. PURCHASE OF RETIREMENT SERVICE CREDIT

1.1. Aspen Peaks School District may participate in a non-discriminatory manner in the purchase of retirement credit on behalf of the employee as allowed by law (Utah code annotated 49-3-410) and outlined in Procedure 4415.1.

Board Approvals

- Board Approved: November 14, 1995: Board Reviewed: April 7, 2009

Procedures

1. PURCHASE OF RETIREMENT SERVICE CREDIT

1.1. Any employee that is a member of the Retirement System may purchase years of retirement service credit under the Utah Code. This election needs to be made by March 1 of the contract year in which the employee 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 1).

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1.1.1. The purchase of the credit must allow the member to meet the retirement eligibility requirements of the State Retirement System with no actuarial reduction.

1.2. Notwithstanding language in Policy 4415 to the contrary, any employee who is entitled to receive an early retirement stipend under Policy 4415 may forgo all or part of that stipend to make funds available for the District to purchase retirement service credit. If such election is made, the payment, and remaining Policy 4415 benefits are as follows:

1.2.1. A lump sum total of early retirement benefits under Policy 4415 will be computed under the rules of Policy 4415 (including the reduction for the Social Security offset) except that the salary schedule of the first year of retirement shall be used for the four year payout period rather than as calculated under policy 4415, (1.3.1). At the employee's discretion, all or a portion of this amount may be used to purchase retirement service credit under this procedure and Utah Code Annotated 49-3-410.

1.2.2. If any amounts are used under paragraph 1.2.1 to purchase retirement service credits, the remainder of the lump sum total of early retirement benefits not used to purchase retirement service credit under this procedure will be paid out. No interest will accrue for the benefit of an employee on unpaid portions of the remainder of the lump sum total of early retirement benefits due to be paid under this paragraph. The district will not charge a fee for processing the installment payments.

1.2.3. The provisions of policy 4415 (1.3.3) will apply upon the death of the retired employee receiving benefits.

1.2.4. The insurance benefits will continue to be the same as described in Policy 4415.

1.3. In no event shall the amount paid by the District to purchase years of retirement service credit under Section 1.2 of this procedure exceed the lump sum total of early retirement benefits computed as described in 1.2.1.

1.4. In no event shall the amount paid by the District to purchase years under this policy exceed 95% of the total purchase price of the years of credit purchased.

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1.5. The employee must retire immediately after the purchase of the retirement credit is complete.

1.6. Purchased retirement service credit will not count toward meeting any Aspen Peaks School District retirement benefit service eligibility requirement.

1.7. Employees who use all or a portion of the stipend under Policy 4415 to purchase years of retirement service credit under this procedure should be aware that the Internal Revenue Service has not ruled on the taxability of such use of the stipend and that negative tax consequences for the employee could result. Potentially, the Internal Revenue Service could tax the complete stipend even though some of it is transferred directly from the District to the State Retirement Office for the purchase of years of retirement service credit.

Approvals

- Board Approved: November 1, 1995; June 3, 2005

Rules & Regulations

No rules & regulations have been established at this time.

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4416

Bereavement Leave

1. BEREAVEMENT LEAVE

1.1. Absence caused by the death of members of the immediate or extended family may be construed as health/disability leave. Members of the immediate family include spouse, a person living in the same immediate household, mother, father, child, brother, sister, stepmother, stepfather, stepchild, stepbrother, and stepsister. Members of the extended family include aunt, uncle, first cousin, aunt-in-law, uncle-in-law, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren, grandmother-in-law, grandfather-in-law.

1.1.1. Provisional contracted employees may take one bereavement day without dock. It shall not count as a personal or sick day.

1.1.2. A pregnancy that ends in a miscarriage or a stillborn child shall count as the loss of an immediate family member for both parents.

1.2. A Contract employee may be absent up to five (5) working days at the death of an immediate family member and up to three (3) working days for an extended family member and one (1) day per year for a close family or personal friend without loss of salary. In instances where extenuating circumstances warrant additional time off, the employee may request in writing to the executive director of human resources additional consideration which may be granted.

1.3. In the event that bereavement leave is needed for other legitimate reasons not covered above, requests should be made in writing directly to the executive director of human resources.

1.4. Bereavement leave may be taken anytime during the school year, including the first and last weeks of school, and before and after Christmas break.

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Board Approvals

- Negotiated: September 27, 1984: Negotiated Revision: October 9, 1990; June 14, 2004; May 2009; May 2012; April 2013; May 2014; April 2015: Revised: August 25, 1993: Board Reviewed: March 2009: Negotiated Revision: April 2019; September 2020; May 2022; May 2023

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4417

Other Leaves

1. OTHER LEAVES

1.1. Leaves for other reasons, i.e. travel, work experience, temporary change of residency, need to be requested by February 1 prior to the year of requested leave. Exceptions to this deadline will be considered on a case by case basis. Application for an exception to the deadline must be made to the superintendent.

1.2. In the event a leave is approved by the Board of Education for any of the above reasons, the following conditions shall apply:

1.2.1. There shall be no financial stipend or fringe benefits during the period of leave.

1.2.2. The duration of such leaves of absence shall be construed as one year, but in some instances, may be of shorter or longer duration.

1.2.3. The Board of Education cannot guarantee that an employee taking such a leave shall be returned to his former position, but the Board shall give preference to these employees in filling vacancies for the next school year.

1.2.4. Preference means that a former employee returning from an approved leave of absence will be granted an interview for any position that they are qualified for and make application for.

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1.3. Upon returning to the school district after an approved leave of absence, the following conditions shall apply:

1.3.1. The employee shall receive the full employee benefit package that corresponds with the new position. The employee shall be placed in the lane of the new job and on the step closest to the rate they were previously paid but in no case can the rate be greater than the rate of the top step in the new lane. If the employee has worked at least half of the contract year, he shall be advanced to the step immediately above the one he was on in that last year of employment if the maximum step has not been reached and he is returned to the same position. Otherwise, the employee shall be placed in a position for which he meets the qualifications and receive the salary that is designated for that position.

1.3.1.1. The above condition (1.3.1) shall not apply to an employee coming back from an approved leave more than twelve months after the termination of that leave.

1.3.1.2. Leaves in back-to-back consecutive years will not be an option for the employee.

Board Approvals

- Board Approved: February 18, 1975: August 11, 1987; September 27, 1988: Negotiated Revision: June 5, 1995; April 2011: Board Reviewed: March 2009: Negotiated Revision: April 2019; September 2020

Procedures

No procedures have been established at this time.

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Rules & Regulations

No rules & regulations have been established at this time.

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ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4417.1

Family Medical Leave

PERSONNEL CLASSIFIED

1. EMPLOYEE LEAVE ELIGIBILITY

1.1. Has completed, immediately preceding the requested leave, a minimum of two current, consecutive years of service with Aspen Peaks School District to qualify for this absence. Appropriate documentation is required.

1.1.1. Hourly employees hired after July 1, 2013 are not eligible for leave. Any days not worked must be cleared in advance and will be taken at 100% dock.

2. NON-CONTRACTED CLASSIFIED EMPLOYEE

2.1. Non-contract employees, who do not qualify for FMLA, may be eligible for job protected leave up to 62 calendar days for the following:

2.1.1. To care for the employee's child after birth, or placement for adoption or foster care.

2.1.2. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or

2.1.3. For a serious health condition that makes the employee unable to perform the employee's job.

2.1.4. The employee is required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

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Board Approvals

- Board Approved: May 10, 1994: Negotiated Revision: August 2007; May 2012; April 2013; April 2018: Board Reviewed: April 7, 2009: Negotiated Revision: April 2019

Procedures

No procedures have been established at this time.

Rules & Regulations

1. FAMILY MEDICAL LEAVE - Eligibility Definitions

1.1. Eligible employees are entitled to a total of 12 work weeks of leave without pay during any 12 month period for any of the following:

1.1.1. For the birth of the son or daughter of the employee during the child's first year of life.

1.1.2. For the placement of a son or daughter with the employee for adoption or foster care during the first year of placement.

1.1.3. To care for the spouse, son, daughter or parent of the employee with a serious health condition.

1.1.4. To take medical leave when the employee suffers from a serious health condition that makes the employee unable to perform the essential functions of that employee's position. The term serious health condition means an illness, injury, impairment, or physical or mental condition that requires:

1.1.4.1. inpatient care in a hospital, hospice, or residential medical facility; or

1.1.4.2. continuing treatment by a health care provider. (Note: See 825.114, FMLA 1993 for reasons cited.)

1.2. An eligible employee means any employee of the District who has been employed for at least 12 consecutive months by the District and has

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worked at least 1,250 hours during the immediate 12-month period prior to any request for leave under this policy. The qualifying period has been determined to be a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave.

1.3. Any employee who is entitled to paid or unpaid leave under any other District policy which leave is taken for a qualifying reason under the FMLA shall be limited to the additional weeks of leave necessary to attain the total 12 work weeks of leave provided by this policy.

1.4. Nothing shall require the District to provide paid sick leave in any situation where it is not otherwise provided under District policies.

1.5. In cases where both the husband and wife are eligible employees of the District and both seek leave under this policy, the leave shall be limited to an aggregate of 12 work weeks during any 12 month period for one of the purposes listed below:

1.5.1. For the birth of a son or daughter or to care for the child after birth, or

1.5.2. For placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, or

1.5.3. To care for a parent (but not a parent ‘in-law’) with a serious health condition.

(Note: A balance of FMLA leave may still be used for qualifying reasons other than those listed above.)

1.6. Employees shall make application and provide certification as follows:

1.6.1. Employees shall provide the District with at least 30 days prior written notice of any anticipated leave. If 30 day notice is not practical because of lack of foreseeable knowledge, change in circumstances or medical emergency, notice must be given as soon as possible. An employee shall provide at least verbal notice sufficient to make the District aware the employee needs FMLA qualifying leave.

1.6.2. All requests for leave under this policy except leaves for the birth of a child, must be accompanied by certification from the health care provider of the employee or the son, daughter, spouse or parent of the employee. The certification must be provided within 15 days of the leave request, and it must include:

1.6.2.1. The date on which the serious health condition started.

1.6.2.2. The probable duration of the condition.

1.6.2.3. The appropriate medical facts regarding the condition.

1.6.2.4. That the serious medical condition prevents the employee from performing the tasks of the position or that it requires the employee to attend to and care for a son, daughter, spouse or parent.

1.6.3. All requests for leave under this policy for the placement of a child for adoption or foster care must be accompanied by documentation from the placing agency which certifies the placement and the date the placement will be made.

1.6.4. In certain cases, the District may require the employee to get a second medical opinion. In such cases, the expense shall be borne by the District.

1.6.5. In the case of a conflicting second opinion, the District may require a third opinion which is final and binding. The use of a third opinion physician must be agreed upon in good faith by the employee and the District. The expense of the third opinion shall be borne by the District.

1.6.6. The District may require medical recertification during the course of the leave. In any case, recertification will not be required more often than every 30 days.

1.6.7. When leave was taken because of the employee's serious medical condition, the employee will be restored to employment only after submitting fitness-for-duty certification from the attending physician.

1.7. An employee who takes leave under this policy is entitled to be restored to the position held prior to the leave, or be placed in a contractual position appropriate to his/her certification.

1.8. The employee shall not accrue any seniority or employment benefits during any period of leave under this policy. FMLA leave will be counted as continued service for vesting purposes for retirement plans.

1.9. The District may deny restoration of employment or an equivalent position if:

1.9.1. The denial is necessary to prevent substantial and grievous economic injury to the operations of the District;

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and

1.9.2. The District notifies the employee that it intends to deny restoration when it determines that injury to the District will occur; or

1.9.3. The employee elects not to return to employment after receiving notice; or

1.9.4. The employee is among the highest paid 10% of employees of the District.

2. Some limitations on leave taking apply to instructional employees. Instructional employees are defined as those employees whose principle function is to teach and instruct students in a class, a small group, or an individual setting. Included in this definition are teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. The limitations follow:

2.1. Leave on a reduced leave schedule: (See examples in Federal Regulation, Part 825, FMLA 1993 § 825.602):

2.1.1. If the employee begins leave more than five (5) weeks prior to the end of the school year or semester, the employee must continue taking unpaid leave until the end of the school year or semester if the leave requested is of at least three (3) weeks duration and the return to employment would occur during the week period before the end of the school year or semester.

2.1.2. If an employee begins leave for reasons other than a personal health condition which commences less than five (5) weeks prior to the end of the school year or semester, then the employee must continue to take unpaid leave until the end of the school year if the leave requested is of greater than a two (2) week duration and the return to employment would occur during the two (2) week period before the end of the school year or semester.

2.1.3. If the employee begins leave for reasons other than a personal serious health condition during the period that commences three (3) weeks prior to the end of the school year or semester and the leave is of greater than five (5) working days, then the employee must continue to take unpaid leave until the end of the school year

or semester.

2.2. Intermittent leave to care for a family member or for the employee's own serious health condition which require a planned medical treatment which is foreseeable:

2.2.1. If the requested leave would be for more than 20% of the working days over the period of the leave, the District may require the employee to, (a) take leave for a period of a particular duration, (b) take leave for a period of a particular duration, not greater than the period for the planned treatment, or (c) transfer temporarily to an alternate position with equivalent pay and benefits.

2.3. If the employee fails to give the 30 day required notice of foreseeable intermittent or reduced schedule leave, the District may require the employee to:

2.3.1. Take leave of a particular duration, or

2.3.2. Transfer to an alternative position, or

2.3.3. Delay taking leave until the notice provision is met.

Approvals

- Board Approved: May 10, 1994

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Policy No. 4419

Retirement

EDUCATION SUPPORT PROFESSIONAL

1. EDUCATION SUPPORT PROFESSIONAL

1.1. Retirement privileges are established by the legislature of the State of Utah and administered by the Utah State Retirement Board. Employees, by virtue of their employment, become a member of the retirement plan.

1.2. Every employee is also covered by the Social Security System of the Federal Government. On this program, the Board of Education matches the contribution of the employee.

Board Approvals

- Negotiated: July 18, 1978: Revised: August 19, 1986; August 11, 1987: Board Reviewed: March 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4424

Negotiations

EDUCATION SUPPORT PROFESSIONAL

1. NEGOTIATIONS

1.1. One of the most vital and important and at the same time delicate problems of the school board is to develop and maintain high morale among employees and retain the services of the most capable.

1.2. The right of individuals to discuss with the Board of Education conditions concerning their employment has long been recognized. The right of the individual employee to delegate to an organization the right to represent him has also long been recognized.

1.3. In order that the Board of Education and the employee's organization may resolve problems of mutual concern, certain basic concepts for reaching agreement must be understood. This section deals with some of these concepts.

Board Approvals

- Negotiated: August 15, 1973: Board Reviewed: March 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4425

Negotiations

EDUCATION SUPPORT PROFESSIONAL

1. NEGOTIATIONS

1.1. Negotiations of terms and conditions of labor should result from voluntary agreement between employer and employee. Governmental authority has permitted and encouraged employers to organize in the corporate and other forms of capital control. In dealing with such employers, the individual unorganized worker is helpless to exercise actual liberty of contract and to protect his freedom of labor. In order to obtain acceptable terms and conditions of employment, it is necessary that the individual employee have full freedom of association, self-organization, and designation of representatives of his own choosing to negotiate the terms and conditions of his employment, and that he shall be free from interference, restraint of coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or their mutual aid or protection. (2-21-1)

Board Approvals

- Board Approved: Utah State Law: Board Reviewed: March 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4426

Negotiation Procedure

EDUCATION SUPPORT PROFESSIONAL

1. NEGOTIATION PROCEDURE

1.1. Recognition

1.1.1. The members of the education support professional staff of the Aspen Peaks School District constitute what the parties hereto believe to be an appropriate unit for the purpose of negotiating terms and conditions of employment as contemplated by Section 34-1-9 Utah Code Annotated 1953.

1.1.2. The Board of Education agrees to recognize the organization hereafter referred to as the association that has the greatest

1.1.3. number of education support professional staff as members by December 1, of each year as the exclusive representative of members of said education support professional staff. Any employee or group of employees shall have the right at any time to present grievances to the Board. Nothing herein shall be so construed as to deprive any individual of his rights under Chapter 16, Title 34 Utah Code Annotated 1953. (Utah Right-to-Work Law).

1.2. Negotiations

1.2.1. A meeting date to open negotiations shall be set no later than the 21st day following the adjournment of either the regular or the budget session of the Utah State Legislature. Preliminary discussions relating to negotiations may be held at any time to help establish priorities and exchange information.

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1.3. Negotiation Teams

1.3.1. The Board, or designated representatives appointed to serve as its team, will meet with representatives designated by the association for the purpose of establishing ground rules for negotiation sessions and reaching mutually satisfactory agreements.

1.4. Opening Negotiations

1.4.1. Any proposal that may arise which affects terms and conditions of the services of the education support professional staff shall be negotiable, including salaries, budgetary items, fringe benefits and working conditions and other matters of mutual concern. The Board and the association shall submit in writing, no later than the second negotiation meeting, all issues upon which they wish to negotiate. Additional items will only be added by mutual consent. Negotiations mutually agreed upon will be conducted at times and places mutually agreeable to the negotiators named by each party. Negotiation meetings shall continue to be held at the request of either party until an agreement is reached. If negotiations are scheduled during the school day, negotiators shall be released from their regular duties without loss of pay. Either party may utilize the services of consultants to assist in the negotiations. During negotiations the Board and the association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other will make available for inspection to the requesting party its records and data pertinent to the subject of negotiations.

1.5. Joint Study Committees

1.5.1. The negotiators for the Board and the association are empowered to create joint study committees.

1.6. Adopting Agreements

1.6.1. When a substantive agreement is reached, it shall then be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by

their respective presidents and shall be entered into the official minutes of the Board. Thereupon, the agreement shall constitute a revision of school policies

1.7. Impasse

1.7.1. If, after serious consideration of a negotiable item, agreement has not been reached, the Board and/or the association may declare that an impasse exists and the following procedure shall be followed;

1.7.1.1. A mediator/fact finder shall be selected within ten (10) days from the impasse declaration through joint consultation with association and Board representative.

1.7.1.2. The mediator/fact finder shall endeavor to assist the parties to overcome the impasse and arrive at agreement on the issues before them

1.7.1.3. The parties agree to cooperate with the mediator/fact finder by providing him with such available information as he requests and to meet promptly for the presentation of the issues.

1.7.1.4. Upon completion of his inquiry and within twenty (20) calendar days from the date of his selection the mediator/fact finder shall submit his recommended solution to both parties.

1.7.1.5. The report of the mediator/fact finder shall be advisory only.

1.7.1.6. Both parties shall take official action of the report of the mediator/fact finder no later than five (5) days after receiving said report.

1.7.1.7. The parties agree to share equally at the expense of the mediator/fact finder and to assume the full costs of their own representation.

1.7.1.8. The mediator/fact finder shall be limited to the issues of impasse.

Board Approvals

- Negotiated: August 15, 1973: Board Reviewed: March 2009: Negotiated Revision: May 2014

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4427

Legal Status - Voluntary Membership

EDUCATION SUPPORT PROFESSIONAL

1. LEGAL STATUS VOLUNTARY MEMBERSHIP

1.1. It is unlawful for any employer, person, firm, association, corporation, employee, labor union, labor organization or any other type of association, officer or agent of such, or member of same, to compel or force, or to attempt to compel, or force, any person to join or refrain from joining any labor union, labor organization or any other type of association. (2-12-10, 34-34-7)

1.2. No employer shall require any person to become or remain a member of any labor union, labor organization or any other type of association as a condition of employment or continuation of employment by such an employer. (34-34-8)

1.3. No employer shall require any person to abstain or refrain from membership in any labor union, labor organization or any other type of association as a condition of employment or continuation of employment. (34-34-9)

1.4. No employer shall require any person to pay dues, fees, or other charges of any kind to any labor union, labor organization or any other type of association as a condition of employment or continuation of employment. (34-34-10)

Board Approvals

- Board Approved: Utah State Law: Board Reviewed: April 7, 2009

Aspen Peaks School District does not discriminate in its programs, activities, or employment practices on the basis of race, color, religion, national origin, gender or sexual orientation. | additional information: aspenpeaks.org

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4428

Right of Employees to Organize

EDUCATION SUPPORT PROFESSIONAL

1. RIGHT OF EMPLOYEES TO ORGANIZE

1.1. It shall not be unlawful for employees to organize themselves into or carry on labor unions for the purpose of lessening hours of labor, increasing wages, bettering conditions of members, or carrying out the legitimate purposes of such organizations as freely as they could do it acting singly. (2-12-1)

Board Approvals

- Board Approved: Utah State Law: Board Reviewed: April 7, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4429

Rights of Employees

Combination of 4424, 4426, 4427, 4428, 4429 and 4430

Statement of Policy

The Aspen Peaks School Board of Education recognizes the right of employees to engage in organizing, joining, and bargaining collectively through representatives of a labor organization. The Board also recognizes that employees may choose not to participate in these activities. The rights and responsibilities of employees in these matters are delineated in this policy.

1. RIGHTS OF EMPLOYEES--COLLECTIVE BARGAINING--RIGHT TO REFRAIN ALSO

1.1. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; and such employees shall also have the right to refrain from any or all of such activities. (Utah Code § 34-20-7)

2. RIGHT OF EMPLOYEES TO ORGANIZE

2.1. It shall not be unlawful for employees to organize themselves into or carry on labor unions for the purpose of lessening hours of labor, increasing wages, bettering conditions of members, or carrying out the legitimate purposes of such organizations as freely as they could do it acting singly. (Utah Code § 34-19-1)

3. RECOGNITION

3.1. The employee organizations with the majority membership shall be recognized as the negotiation bodies to represent the employees in negotiation problems between the district administrative staff and/or the Board of Education and the organizations.

4. LEGAL STATUS VOLUNTARY MEMBERSHIP

4.1. It is unlawful for any employer, person, firm, association, corporation, employee, labor union, labor organization or any other type of association, officer or agent of such, or member of same, to compel or force, or to attempt to compel, or force, any person to join or refrain from joining any labor union, labor organization or any other type of association. (Utah Code § 34-34-7)

4.2. No employer shall require any person to become or remain a member of any labor union, labor organization or any other type of association as a condition of employment or continuation of employment by such an employer. (Utah Code § 34-34-8)

4.3. No employer shall require any person to abstain or refrain from membership in any labor union, labor organization or any other type of association as a condition of employment or continuation of employment. (Utah Code § 34-34-9)

4.4. No employer shall require any person to pay dues, fees, or other charges of any kind to any labor union, labor organization or any other type of association as a condition of employment or continuation of employment. (Utah Code § 34-34-10)

5. NEGOTIATIONS

5.1. One of the most vital and important and at the same time delicate problems of the school board is to develop and maintain high morale among employees and retain the services of the most capable.

5.2. The right of individuals to discuss with the Board of Education conditions concerning their employment has long been recognized. The right of the individual employee to delegate to an organization the right to represent him has also long been recognized.

5.3. In order that the Board of Education and the employee's organization may resolve problems of mutual concern, certain basic concepts for reaching agreement must be understood. This section deals with some

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of these concepts.

Board Approvals

- Board Approved: Utah State Law: Board Reviewed: April 7, 2009: Negotiated revisions: June 11, 2024

Procedures

6. NEGOTIATION PROCEDURE

6.1. Recognition

6.1.1. The members of the education support professional staff of the Aspen Peaks School District constitute what the parties hereto believe to be an appropriate unit for the purpose of negotiating terms and conditions of employment as contemplated by Section 34-1-9 Utah Code Annotated 1953.

6.1.2. The Board of Education agrees to recognize the organization hereafter referred to as the association that has the greatest number of education support professional staff as members by December 1, of each year as the exclusive representative of members of said education support professional staff. Any employee or group of employees shall have the right at any time to present grievances to the Board. Nothing herein shall be so construed as to deprive any individual of his rights under Chapter 16, Title 34 Utah Code Annotated 1953. (Utah Right-to-Work Law).

6.2. Negotiations

6.2.1. A meeting date to open negotiations shall be set no later than the 21st day following the adjournment of either the regular or the budget session of the Utah State Legislature. Preliminary discussions relating to negotiations may be held at any time to help establish priorities and exchange information.

6.3. Negotiation Teams

6.3.1. The Board, or designated representatives appointed to serve as its team, will meet with representatives designated by the association for the purpose of establishing ground rules for negotiation sessions and reaching mutually satisfactory agreements.

6.4. Opening Negotiations

6.4.1. Any proposal that may arise which affects terms and conditions of the services of the education support professional staff shall be negotiable, including salaries, budgetary items, fringe benefits and working conditions and other matters of mutual concern. The Board and the association shall submit in writing, no later than the second negotiation meeting, all issues upon which they wish to negotiate. Additional items will only be added by mutual consent. Negotiations mutually agreed upon will be conducted at times and places mutually agreeable to the negotiators named by each party. Negotiation meetings shall continue to be held at the request of either party until an agreement is reached. If negotiations are scheduled during the school day, negotiators shall be released from their regular duties without loss of pay. Either party may utilize the services of consultants to assist in the negotiations. During negotiations the Board and the association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other will make available for inspection to the requesting party its records and data pertinent to the subject of negotiations.

6.5. Joint Study Committees

6.5.1. The negotiators for the Board and the association are empowered to create joint study committees.

6.6. Adopting Agreements

6.6.1. When a substantive agreement is reached, it shall then be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by

their respective presidents and shall be entered into the official minutes of the Board. Thereupon, the agreement shall constitute a revision of school policies

6.7. Impasse

6.7.1. If, after serious consideration of a negotiable item, agreement has not been reached, the Board and/or the association may declare that an impasse exists and the following procedure shall be followed;

6.7.1.1. A mediator/fact finder shall be selected within ten (10) days from the impasse declaration through joint consultation with association and Board representative.

6.7.1.2. The mediator/fact finder shall endeavor to assist the parties to overcome the impasse and arrive at agreement on the issues before them

6.7.1.3. The parties agree to cooperate with the mediator/fact finder by providing him with such available information as he requests and to meet promptly for the presentation of the issues.

6.7.1.4. Upon completion of his inquiry and within twenty (20) calendar days from the date of his selection the mediator/fact finder shall submit his recommended solution to both parties.

6.7.1.5. The report of the mediator/fact finder shall be advisory only.

6.7.1.6. Both parties shall take official action of the report of the mediator/fact finder no later than five (5) days after receiving said report.

6.7.1.7. The parties agree to share equally in the expense of the mediator/fact finder and to assume the full costs of their own representation.

6.7.1.8. The mediator/fact finder shall be limited to the issues of impasse.

Rules & Regulations

No rules & regulations have been established at this time.

Citations

Utah Code § 34-20-7

Utah Code § 34-19-1

Utah Code § 34-34-7

Utah Code § 34-34-8

Utah Code § 34-34-9

Utah Code § 34-34-10

Policy No. 4430

Recognition

EDUCATION SUPPORT PROFESSIONAL

1. RECOGNITION

1.1. The employee organizations with the majority membership shall be recognized as the negotiation bodies to represent the employees in negotiation problems between the district administrative staff and/or the Board of Education and the organizations.

Board Approvals

- Board Approved: Utah State Law 34-1-9: Board Reviewed: April 7, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4431

Grievance Procedure

1. GRIEVANCE PROCEDURE

1.1. Definition: GRIEVANCE shall mean a complaint by an education support professional that there has been an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement affecting that employee.

1.2. Procedure: It is the policy of the District to attempt to resolve all grievances promptly and expeditiously in accordance with the following procedure:

1.3. Step One: Oral Grievance

1.3.1. The employee with a grievance must first attempt to resolve it informally by discussing the issue with his immediate supervisor, principal, or appropriate district administrator within ten working days after the employee became aware of the act or condition upon which the grievance is based.

1.3.2. The supervisor, principal, or appropriate district administrator shall have up to five working days after thus learning of the grievance to consider the matter and give his answer orally to the employee.

1.4. Step Two: Written Grievance

1.4.1. If the grievance is not resolved informally in step one, the employee may file the grievance with his immediate supervisor, principal, or appropriate district administrator in writing within five working days after receiving the answer in step one.

1.4.2. The written grievance shall describe the nature of the grievance and the facts giving rise to it, shall note the provisions alleged to be violated and the position of the employee with respect to such

provisions, and shall state the specific remedy requested to resolve the grievance. The supervisor, principal, or appropriate District administrator shall have up to ten working days after receiving the written grievance to investigate the matter, meet further with the employee and representatives of the Personnel Office and the association if needed, make his decision, and communicate his answer in writing to the parties concerned.

1.5. Step Three: Appeal of Written Grievance to the Superintendent

1.5.1. If no mutually agreeable settlement is reached in step two, the employee may submit a copy of the written grievance to the Superintendent within five working days after receiving the answer in step two, requesting that the immediate supervisor's decision be reviewed by the Superintendent's office.

1.5.2. The Superintendent or his designee and staff shall investigate the case, request all pertinent facts and meet with the employee within ten working days after receiving the written appeal, to try to resolve the grievance.

1.5.3. The Superintendent or his designee shall make a decision within fifteen working days after the third step grievance meeting and communicate the decision in writing to the parties concerned.

1.6. Step Four: Appeal of Written Grievance to the Board of Education

1.6.1. If the Superintendent's answer is not satisfactory to the employee, the employee may submit the grievance to this appeal level within five (5) working days of receipt of the Superintendent's written answer by making a written request of appeal to the President of the Board.

1.6.2. The President of the Board shall then forward the request to a three-member team appointed by mutual agreement by the Board, the Superintendent, and the Association, to review the facts and make recommendations. If the three parties referred to in the proceeding sentence cannot come to a mutual agreement of the three member team, each of the parties shall appoint a member to the team. This team shall render a decision in the form of a

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recommendation to the aggrieved person through his Association, to the Superintendent and to the Board. Final disposition of the grievance will reside with the Board.

2. INFORMAL GRIEVANCE PROCEDURE FOR NON-CONTRACT EMPLOYEES

2.1. An hourly non-contract employee may either give a complaint verbally or in writing to the immediate supervisor. If the complaint is not resolved at this level, the employee may appeal in writing to the supervisor's immediate superior. No appeal is granted beyond this level.

Note: For definition of "Association" see Policy No. 4426 (a) 1.12.

Board Approvals

- Negotiated: September 17, 1989: Revised: June 27, 1989: Board Reviewed: April 7, 2009: Negotiated Revision: May 2012

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4432

Orderly Termination

Statement of Policy

It is the policy of Aspen Peaks School District to protect public interests and to maintain the faith and confidence of citizens in the integrity of the public schools and school employees by setting standards of employee conduct. Additionally, the Aspen Peaks School Board believes that employees should be provided opportunities to align their behavior with these standards. In cases where employees fail to meet the standards, the Board delegates to the Superintendent or a designee the responsibility of investigating inappropriate employee behavior and conduct and taking appropriate action.

EDUCATION SUPPORT PROFESSIONAL

1. ORDERLY TERMINATION POLICY FOR EDUCATION SUPPORT PROFESSIONALS AND PROVISIONAL PERSONNEL

1.1. Definition of Terms

1.1.1. CAREER EMPLOYEE: Any employee who has completed three or more consecutive successful years of contracted employment in Aspen Peaks School District. Employees with prior service in the district may also be education support professionals as career employees as outlined in 1.1.2.1 below. Such individuals have a reasonable expectation of continued employment. Hourly employees that have earned a contract based on service hours will be considered a career employee. (see policy 4456 2.0).

1.1.2. PROVISIONAL EMPLOYEE: An employee who has served less than three full consecutive years in the district. A provisional

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employee does not have an expectation of continued employment beyond the immediate contract term.

1.1.2.1. Any employee who returns to Aspen Peaks School District with at least two years of successful contracted experience in the job they are returning to will be moved to the career employee status after one year of successful provisional status unless the provisional status is extended by the supervisor.

1.1.2.2. An hourly employee with at least two years of successful employment with ASD immediately prior to being awarded a contract position, will be moved to the career employee status after two years of successful provisional status unless the provisional status is extended by the supervisor.

1.1.2.3. Only regular contracted employment in Aspen Peaks School District may be used for purposes of establishing the number of years of prior experience.

1.1.3. EMPLOYEE: All contracted education support professionals of the school district.

1.1.4. PROBATIONARY EMPLOYEE: A career employee who, because of unsatisfactory performance, is placed in a probationary status for the purpose of remediation. Employees on probation will have an annual review to evaluate the probationary status. Appropriate levels of improvement will require the employee to be removed from probation.

1.1.5. CONTRACT TERM: The period of time during which an employee is engaged by the school district under a contract of employment, whether oral or written. Contract term is the effective date on the employee's contract.

1.1.6. TERMINATION OR DISMISSAL: Termination or Dismissal means:

1.1.6.1. Termination of the status of employment of an employee;

1.1.6.2. Failure to renew the employment of a career employee;

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1.1.6.3. Reduction in basic salary of an employee which is not generally applied to all employees of the same category employed in the school district during the employee's contract term; or

1.1.6.4. Change of assignment of an employee with an accompanying reduction in basic salary pay, unless the assignment change and basic salary reduction are agreed to in writing by the employee.

2. TERMINATION PROCEDURES

2.1. PROVISIONAL EMPLOYEES:

2.1.1. If the superintendent determines that a provisional employee will not be offered a contract, or retained on provisional status, for the following year, written notice of the same will be given to the provisional employee. The superintendent or a designee shall hand deliver the notice to the employee or send it by certified mail to the person's last known address. The notice shall be delivered at least two months prior to the end of the contract term.

2.1.2. A provisional employee may be terminated for cause during the contract. Whenever a provisional employee is terminated for cause during the contract term then the school district shall follow the termination for cause procedures set forth in paragraph 4.0 of this policy.

2.1.3. Nothing in this policy shall be construed to require the school district to complete evaluations or a successful remediation prior to termination of a provisional employee's employment. Nothing herein shall be construed to grant any provisional employee an expectation of continued employment beyond the immediate contract term.

2.1.4. A provisional employee does not have a right to grieve the Aspen Peaks School District's decision to not offer a contract for the following school year. Provisional employees do not have an expectation of continued employment beyond the end of the

current contract term.

2.2. CAREER EMPLOYEE

If the district intends not to renew the contract of a career employee, the following procedures will be followed:

2.2.1. The superintendent or a designee shall:

2.2.1.1. Notify the career employee in writing at least one month prior to issuing notice of intent not to renew the employee's contract that continued employment is in question. The notice shall also state the reasons for an anticipated non-renewal.

2.2.1.2. The notice shall inform the career employee that he/she shall be given a period of time in which to correct the problems giving rise to anticipated non-renewal. This time shall be for one month. At the discretion of the supervising administrator in consultation with district officials, the length of the probation/remediation period may be increased beyond one month. The remediation shall be reviewed at least yearly.

2.2.1.3. The supervising administrator shall develop and implement a plan of assistance for career employees whose performance is unsatisfactory. The plan shall identify specific, measurable and actionable deficiencies, available resources and a recommended course of action to improve employee performance.

2.2.2. If a supervising administrator, in conjunction with district administration, determines after the opportunity for correction that the career employee's contract should not be renewed for a following year, the superintendent or a designee shall notify the career employee of the district's intention not to renew the career employee's contract. This written notification must be issued at least two months before the end of the career employees' contract term.

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2.2.2.1. The notice shall be in writing, bear the date of issuance, and contain a clear and concise statement that the individual's contract will not be renewed and the reasons for the termination. The notice shall be served by personal delivery or by certified mail to the career employee's last known address. The notice shall state that the employee may request an informal conference with the superintendent or designee.

2.2.3. If an employee desires an informal conference with the superintendent or his designee, a request must be submitted in writing to the superintendent within fifteen days of the date on the notice of non-renewal. The conference will be held as soon as practicable. No legal counsel or witnesses will be permitted at the conference. The employee may bring an association representative, other than an attorney, to the conference.

2.2.4. If an employee does not desire an informal conference with the superintendent or his designee, but does desire a hearing before a hearing office appointed by the Board of Education, the employee must submit a written request of the same to the superintendent within ten days of the date of the notice of non-renewal or termination. The employee may not appeal directly to the Board of Education.

2.2.5. If an employee meets informally with the superintendent or his designee, to challenge the non-renewal, or termination, he may request a hearing before a hearing officer appointed by the Board of Education with input from the Aspen Peaks Education Support Professionals Association. The employee may not appeal directly to the Board of Education. The request must be in writing to the superintendent within ten days of the date the informal conference is held with the superintendent or his designee.

2.2.5.1. If an employee requests a hearing before the Board of Education hearing officer, the hearing officer shall be appointed by the Board of Education Policy No. 4432 (d) with input from the Aspen Peaks Education Support

Professionals Association. The hearing officer will be selected within twenty-one days following the employee's request to the superintendent.

2.2.5.2. Upon selection of the hearing officer, the hearing officer shall request the superintendent to send written notice of the date, time and place of the hearing by personal delivery or certified mail to the employee's last known address. The hearing shall be scheduled as soon as is practicable.

2.2.5.3. At the hearing the career employee has the right to counsel, to produce witnesses, to hear testimony against him or her, to cross examine witnesses, and to examine documentary evidence submitted to the hearing officer.

2.2.5.4. At the conclusion of the hearing, the hearing officer will retire and deliberate. Upon reaching a decision the hearing officer will make written findings of fact and its conclusion regarding non-renewal or termination. A copy of the hearing officer's findings and conclusion shall be delivered by personal delivery or certified mail to the career employee. The findings and conclusions shall be dated, and shall be served or mailed on that date.

2.2.6. The district or the employee may seek review of the findings and conclusions of the hearing officer by the Board of Education by delivering written notice to the superintendent's office within ten days of the date of the hearing officer's written findings and conclusions. The board may review the findings and conclusions of the hearing officer with or without holding its own hearing at the board's discretion. If the board elects not to hold a hearing, it will review the hearing officer's findings and conclusions and issue its decision within sixty days of the date the review notice is delivered. If the board elects to hold a hearing, the board will notify the employee and the district administration of the hearing date, which will be scheduled within sixty days of the date the appeal notice is delivered.

2.2.7. If a board hearing is held, the board may elect to adopt the findings of the hearing officer as its own rather than hear further presentations of evidence. This determination may be made in advance of the hearing or at the hearing at the board's discretion. At the conclusion of the hearing, the board may adopt the conclusions of the hearing officer, or issue its own conclusions. The board's findings and conclusions will be in writing. A copy shall be delivered to the career employee, either personally or by certified mail to the employee's last known address.

2.2.8. If the employee does not request in writing a hearing within ten days of the date on the non-renewal or termination notice, the non renewal will be considered complete, and the written notice of intention to not renew employment or terminate will also serve as a written notice of final termination by the board.

2.2.9. Nothing here shall be construed to limit the right of either the board or the employee to appeal to an appropriate court of law.

2.2.10. The district may determine not to renew a career employee's contract for cause. Causes which may be considered for such action include, but are not limited to:

2.2.10.1. Breach of contract

2.2.10.2. Violation of board policy

2.2.10.3. Violation of negotiated agreements

2.2.10.4. Incompetency or inefficiency in the performance of duties

2.2.10.5. Insubordination, including but not limited to, refusal to do assigned work within one's job classification

2.2.10.6. Dishonesty on the job

2.2.10.7. Conduct involving moral turpitude

2.2.10.8. Commitment or conviction of a criminal act

2.2.10.9. Bringing an intoxicant into or consuming an intoxicant on

school property, or reporting for work under the influence of an intoxicating liquor

2.2.10.10. Bringing an illegal drug or substance or drug paraphernalia on to school district property

2.2.10.11. Addiction to or being under the influence of a narcotic or any other habit forming drug, the effects of which would impair the efficiency of the employee

2.2.10.12. Use of school property for personal gain

2.2.10.13. Negligent or willful damage to school property or waste of school supplies or equipment

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

2.2.10.15. Falsifying any information supplied to the school district including data on application forms, employment records, or other information requested by the school district

2.2.10.16. Abuse of sick leave

2.2.10.17. Acts of sexual harassment

2.2.10.18. Abandonment of Position - An employee who is absent from work for three consecutive working days and is capable of providing proper notification to the supervisor, but does not, shall be considered to have abandoned his position.

(1) An employee who has abandoned his position may be separated from district employment. Management shall inform the employee in writing.

(a) The employee shall have the right to appeal to the district office within five working days of receipt or delivery of the notice of abandonment to the last known address.

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(b) If the separation is appealed, the district may not be required to prove intent to abandon the position.

2.2.10.19. Improper or unlawful physical contact with students

3. SUSPENSION PROCEDURES

The active service of an employee may be suspended pending an investigation or hearing when it is determined by the superintendent in his sole discretion that the continued employment of that individual may be harmful to the students or to the district. Written notice of suspension is prepared by the superintendent or a designee and shall be hand delivered to the employee being suspended or mailed by certified mail to the employee's last known address. The letter must state the reasons for suspension and advise the employee of his right to request a hearing. If suspension is without pay, and if the employee is subsequently reinstated, back pay must be awarded. Fringe benefits will not be terminated during suspension.

4. TERMINATION DURING CONTRACT TERM

An employee's contract may be terminated during the contract term for cause. If the district determines to terminate an employee's contract for cause, written notice of termination shall be delivered by personal delivery or by certified mail addressed to the individual's last known address. Notice shall be given at least thirty days prior to the proposed date of termination. The notice shall state the date of termination and detailed reasons for termination. The notice shall also state that the employee may request an informal conference with the superintendent or designee. Such request must be made in writing within ten days of the date of the notice. If the employee wishes, after meeting informally with the superintendent or designee he or she may request a hearing before a board appointed hearing officer, pursuant to the procedures outlined in section 2.2.4 through 2.2.9.

4.1. Termination during the contract term may be for cause. Causes which may be considered for such action include, but are not limited to:

4.1.1. Violation of board policy

4.1.2. Violation of negotiated agreements

4.1.3. Incompetency or inefficiency in the performance of duties

4.1.4. Insubordination, including but not limited to, refusal to do assigned work within one's job classification

4.1.5. Dishonesty on the job

4.1.6. Conduct involving moral turpitude

4.1.7. Commitment or conviction of a criminal act

4.1.8. Bringing an intoxicant into or consuming an intoxicant on school property, or reporting for work under the influence of an intoxicating liquor

4.1.9. Bringing an illegal drug or substance or drug paraphernalia on to school district property

4.1.10. Addiction to or being under the influence of a narcotic or any other habit forming drug, the effects which would impair the efficiency of the employee

4.1.11. Use of school property for personal gain

4.1.12. Negligent or willful damage to school property or waste of school supplies or equipment

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

4.1.14. Falsifying any information supplied to the school district including data on application forms, employment records, or other information requested by the school district

4.1.15. Abuse of sick leave

4.1.16. Acts of sexual harassment

4.1.17. Abandonment of Position- An employee who is absent from work for three consecutive working days and is capable of providing proper notification to the supervisor, but does not, shall be considered to have abandoned his position.

(1) An employee who has abandoned his position may be

separated from district employment. Management shall inform the employee in writing.

(a) The employee shall have the right to appeal to the district office within five working days of receipt or delivery of the notice of abandonment to the last known address.

(b) If the separation is appealed, the district may not be required to prove intent to abandon the position.

4.1.18. Conduct which exposes the district to censure, ridicule, damage or reproach.

4.1.19. Improper or unlawful physical contact with students.

5. REDUCTION IN FORCE

Nothing in this policy shall be construed to preclude staff reduction when necessary to decrease the number of employees because of the discontinuance of a particular service, because of decreased student enrollment 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.

Board Approvals

- Negotiated: September 17, 1985; April 2016; April 2015; April 2018: Negotiated Revision: August 19, 1986; Negotiated Revision: August 11, 1987; Negotiated Revision: June 27, 1989; Negotiated Revision: October 9, 1990; Negotiated Revision: June 16, 1992; Negotiated Revision: August 24, 1994; Negotiated Revision: June 2003; Negotiated Revision: June 3, 2005; May 2010; April 2013: Board Reviewed: April 7, 2009; Negotiated: June 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4433

Administrative Leave

Statement of Policy

It is the policy of Aspen Peaks School District to protect public interests and to maintain the faith and confidence of citizens in the integrity of the public schools and school employees by setting standards of employee conduct. In cases where employees fail to meet the standards, the Board delegates to the Superintendent or a designee the responsibility of investigating inappropriate employee behavior and conduct. In protecting public interests and community trust, the Board recognizes the potential need to place an educator on administrative leave pending the investigation.

1. PROCEDURES

The active service of an employee may be put on administrative leave pending an investigation when it is evident that the continued employment of the individual may be harmful to the employee, students, other employees or to the District.

Notice of administrative leave is provided by the superintendent or a designee to the employee being placed on administrative leave. The notice must include the reasons for the administrative leave. Employee benefits shall not be terminated during leave.

1.1. If, following the administrative leave and corresponding investigation, it is determined that a suspension is warranted, notice of suspension is prepared by the superintendent or a designee. The notice will include the reasons for suspension and advise the employee of the right to request an informal hearing.

1.1.1. Appeal of Suspension

Should an employee wish to appeal a suspension, he/she may

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submit to the Superintendent or the Human Resource Office, within 5 working days, a written statement of appeal and request an informal hearing.

1.1.2. Within ten working days following the request the Superintendent or his designee shall contact the employee and schedule an informal hearing. This hearing is not intended to be a forum for legal counsel or witnesses. The hearing shall be conducted in order to determine if the suspension is appropriate.

1.1.3. The informal hearing officer shall within five working days following the informal hearing prepare a written response to the employee informing him/her of the final decision relative to the suspension.

Board Approvals

- Negotiated and Adopted: May 21, 2008
- Board Approved: April 7, 2009
- Negotiated Revision: May 2012
- Negotiated Revision: May 2023

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4440

Job Study Program

Statement of Policy

The Aspen Peaks School District Board of Education is committed to hiring and retaining high quality employees. Ensuring that compensation for our employees is competitive with market value is an essential part of that commitment.

EDUCATION SUPPORT PROFESSIONAL

1. JOB STUDY PROGRAM

1.1. The Aspen Peaks School District is committed to the process of job analysis and job evaluation to determine compensable factors that have the power to establish relative values of all jobs in the organization.

1.2. The District shall make every effort to ensure that its pay schedules are maintained on an annual basis. All schedules must be adjusted annually to reflect the local labor market responses to cost of living

1.3. No employee, as a result of these schedules, shall experience a decrease in pay. Measures for bringing individual jobs in line with the schedules shall be adjusted over time to minimize individual hardship.

1.4. The District shall assign the responsibility for schedule administration to the Human Resource Director for Education Support Professionals. It shall be the responsibility of this individual to see that job changes are evaluated as to the impact on specific jobs and to coordinate all employee appeals as outlined under that section below (Section 1.9). The Personnel Director shall:

1.4.1. Gather needed information, do needed research, prepare agendas, keep minutes and notify employees of actions taken. It shall be this individual's responsibility to hear complaints, receive

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new job descriptions, write new job descriptions when appropriate, and prepare information for presentation to the Appeals Committee.

1.4.2. Keep personnel files updated with respect to salary issues. This should include performance review data justifying proposed changes in pay or justifying no change in pay. This shall provide a back-up for EEO investigations or potential civil actions.

1.4.3. Accumulate, analyze and file for reference, data concerning salaries paid in the markets that represent each key job. This shall be of great value in the annual pay negotiations.

1.4.4. Be thoroughly acquainted with all federal, state, and local legislation dealing with salary administration.

1.5. This District complies with all federal, state, and local laws including employment and salary administration and is an equal opportunity employer

1.6. The District shall maintain current job descriptions for all salaried employees showing required activities, job requirements, responsibilities and conditions.

1.7. The District shall communicate the salary schedules to all covered employees clearly and completely. Each employee shall have access to his/her job description, job requirements and pay range that represents the lane in which the employee is placed. Supervisors shall be encouraged to direct the attention of employees to those documents, and to indicate that only a change in the job description and job requirements can result in a change in job value.

1.8. If an employee feels that his or her job description does not adequately reflect the major responsibilities and duties actually assigned, or if the job has changed substantially since the job description was written, the employee may file an appeal requesting that the job description be revised and that the salary lane classification of the job be reviewed. If the District Board of Education, Superintendent or designee decides to create a new job or revise existing jobs, the job description shall be written and submitted to the Appeals Committee for evaluation and lane placement.

1.8.1. When an employee decides to appeal perceived discrepancies in his or her job description, the employee must first obtain a copy

of the current job description and an appeal form from the District Human Resource Office or from the Employee Association representative. In filling out the form and filing the appeal, the employee has the obligation to provide sufficient reason and substantiation for making the appeal, by submitting all applicable documentation. Before submitting the completed appeals form to the District Human Resource Office, the employee must secure the signatures of both the Employee Association representatives and the immediate supervisor. In signing the form, the representatives and the supervisor must indicate whether or not they believe the changes recommended by the employee would make the job description more accurate.

1.8.2. Upon receipt of the appeals form, the Director of Human Resources or his designee shall review with the District administration the changes in job description proposed by the employee. This step is particularly important in view of the fact that any changes in a job description could affect all employees working in that job classification, not just the employee who filed the appeal. If the proposed changes do not accurately describe actual job requirements, the Personnel Office may attempt to resolve the appeal at this point by administrative clarification of the duties intended, or not intended, for this position. If the appeal cannot be resolved by administrative action, the Personnel Office shall forward the appeal to the Job Appeal Committee, along with any suggestions the Personnel Office may wish to make regarding the appeal and the job description

1.8.3. In order to ensure objectivity and a thorough review of the job appeal process, the District agrees to provide and fund a third-party consultant to provide input and training as needed to the job appeal committee.

1.9. The Appeals Committee shall meet at least yearly to review and act upon the submitted job appeals. The regular meeting shall be scheduled as early in the school year as is practicable. The Job Appeal Committee shall schedule as many meetings as necessary to thoroughly review all job appeals. The Appeals Committee shall consist of seven members.

1.9.1. Director of Human Resource or designee, and two administrators chosen by the district representing administration

1.9.2. Employee Association president and two members chosen by the association representing employees

1.9.3. Third-party consultant

1.9.4. The roll of the third-party consultant shall be to consult and advise other members of the committee. However, to insure against a stalemate and committee ineffectiveness, the third party recommendation shall be followed in the event of a tie vote. The decision of the Appeals Committee shall be binding, and shall be communicated in writing to the employee who filed the appeal.

1.10. Action on Appeals Committee decisions shall be subject to yearly budget considerations. All recommendation of the Appeals Committee shall be funded from a negotiated contingency fund, provided that:

1.10.1. If approved appeal costs exceed the budgeted contingency fund, the funds shall be equally shared among all of those who are to receive level advancements.

1.10.2. In the event that the contingency fund is entirely depleted, appealed cases requiring lane changes shall be adjusted in the new contract year, provided negotiated contingency funds are available.

1.10.3. Salary lane classifications resulting from appeals shall become effective on the date of the Appeals Committee approval. In exceptional circumstances the Appeals Committee may set a different date.

1.10.4. In the event of an employee being promoted to another pay lane, the policy shall be that the employee shall, at a minimum, retain his current salary so that no pay shall be lost.

1.1. Employees wishing to advance within the organization and job applicants from outside the district must meet the basic job requirements of the position they seek. This in no way restricts management from making changes in these job descriptions as the technology and circumstances dictate and with the approval of Human

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Resources.

1.11. The District shall perform an audit of the salary plan at least every five years to determine, among other things:

1.11.1. The currency and accuracy of job descriptions

1.11.2. The extent to which the appeal system is working

1.11.3. The currency and accuracy of job evaluation

1.11.4. Salary competitiveness

1.12. This audit shall be subject to yearly budget considerations.

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Board Approvals

- Negotiated: September 17, 1985; April 2016; April 2017: Negotiated Revision: May 2014; August 11, 1987; October 9, 1990; August 24, 1994; July 8, 1997; June 2003; June 14, 2004; June 3, 2005; May 2014: Board Reviewed: April 7, 2009: Negotiated: April 2019; September 2020; May 2023: June 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4441

Documentation of Employee Performance

EDUCATION SUPPORT PROFESSIONAL

1. DOCUMENTATION OF EMPLOYEE PERFORMANCE

1.1. Documentation of an employee's job performance is helpful in maintaining satisfactory levels of work and achievement, and in providing opportunities for planning and communication between the employee and the immediate supervisor. Job evaluations shall be conducted at a minimum of every three contract years. Provisional education support professionals will be evaluated every year while provisional status is maintained.

1.2. Written documentation regarding unsatisfactory job performance shall be submitted by an employee's immediate supervisor whenever the supervisor feels it is necessary.

1.3. Letters of commendation and other written reports to document outstanding job performance are also encouraged. All awards given from district budget (Policy #4443-Performance Bonus Program) will be copied and added to employee personnel files.

1.4. All performance documentation letters or reports shall be submitted to the personnel office for placement in the employee's personnel file.

1.5. Before submission of any performance documentation letters or reports, each employee shall have an opportunity to review them, sign them, and to keep a copy. Such signatures indicate only that the employee has read the materials and is aware of the contents.

1.6. If the employee feels that any performance documentation submitted by the immediate supervisor is incomplete, inaccurate, or unfair, the employee shall have the right to submit to the personnel office within ten working days the employee's own written statement which shall also be

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placed in the file. The employee shall give a copy of such statement to the immediate supervisor.

Board Approvals

- Negotiated: September 13, 1983: Negotiated Revision: August 11, 1987; June 16, 1992; May 2012; April 2018

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4442

Appeals Committee

1. APPEALS COMMITTEE

1.1. Interim Committee Permanent Members
- 1.1.1. Personnel Director of Education Support Professionals (or designated representative)
- 1.1.2. Education Support Professional Association President (or designated representative)
- 1.1.3. Director, Institute for Human Resource Management, U. of U. (or designated representative)

1.2. Voting Ad-Hoc Members
- 1.2.1. Administration
- 1.2.2. Education Support Professional Association

1.3. Non-Voting Advisory Members
- 1.3.1. Administration
- 1.3.2. Education Support Professional Association

1.4. Recording Secretary

Board Approvals

- Negotiated 1983: Board Reviewed: April 7, 2009

Procedures

No procedures have been established at this time.

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Rules & Regulations

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Policy No. 4443

Contingency Fund for Appeals

EDUCATION SUPPORT PROFESSIONAL

1. FUND FOR APPEALS, PERFORMANCE BONUS PROGRAM AND INSERVICE

1.1. The Board agrees to maintain an appeals, performance bonus program and inservice fund at $26,000 annually. The association shall prepare a plan for awarding the performance bonuses. The plan must be submitted to the Superintendent for approval. This change shall remain in force as long as the District and Association both agree to keep it. The appeals, performance bonus and inservice fund shall be used as follows:

1.1.1. $5,000 for appeals fund.

1.1.2. $11,000 for education support professional performance bonus fund

1.1.3. $10,000 for inservice fund with a carry over not to exceed $20,000.

Board Approvals

- Negotiated: September 17, 1985: Negotiated Revision: August 19, 1986; August 11, 1987; September 27, 1988; June 27, 1989; October 9, 1990; June 16, 1992; August 25, 1993; June 5, 1995; April 2018: July 2000: Board Reviewed: October 20, 2009

Procedures

No procedures have been established at this time.

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Rules & Regulations

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Policy No. 4444

Salary Schedule Placement

Statement of Policy

The Aspen Peaks School District Board of Education is committed to hiring and retaining high quality employees. Verified experience and education will be considered in placement decisions. The Board delegates to supervisors, hiring managers, and Human Resources the responsibility of placing employees on the appropriate salary schedule in accordance with this policy.

EDUCATION SUPPORT PROFESSIONAL

1. SALARY SCHEDULE PLACEMENT

1.1. All beginning employees shall be placed on Step I of the appropriate lane of the salary schedule by the Human Resources Department except as noted below.

1.2. New contract employees or hourly employees with the equivalent of 1 year experience in a comparable job may be granted up to Step III on the salary schedule with Human Resources and principal/ supervisor approval.

1.3. In the case of hiring for a position within an area of scarcity, the principal/supervisor, with HR approval, may grant up to step III upon hire.

1.4. Previous education support professional contract employees of ASD that are rehired as education support professional contract employees in the same job will be placed on the step in the appropriate lane that is closest to the wage they earned at their separation from ASD. Previous contract employees of ASD that are rehired in a different job, will be placed based on procedures of policy 4444 1.2. All returning employees with more than

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3 previous contract years will be provisional for 1 year.

1.5. When placing a new ASD employee on the Professional Salary Schedule, the first lane where the job is listed will be used for the initial placement. When placing a current employee on the Professional Salary Schedule, ASD will determine what the employee would have made (next step) if they remained in the same job. Using that amount, ASD will then place the employee on the first step with an increase in the first lane where the job is listed on the Professional Salary Schedule. ASD will then advance the employee two steps. If appropriate, the employee will then slide across appropriate lanes at the same step according to their education and training.

1.5.1. When a current ASD employee on the Professional or Education Support Professional Salary Schedule chooses to get additional education or certification in order to advance a lane, the education or certificate should be agreed upon between the employee and their administrative team prior to beginning their education. The agreed upon course of action will be documented and placed in the personnel file. Exceptions to this policy will need to be approved in cabinet.

1.6. When an employee advances to a higher paying lane on one of the Education Support Professional Salary Schedule, they will remain on their current step and advance each year on July 1 as steps allow. In no case will someone be paid less.

1.7. If an employee (hourly or contract) voluntarily moves to a lower paying lane, they will remain on the same step. The hourly rate and compensation will follow the new lane and current step.

Board Approvals

- Negotiated: August 26, 1983: Negotiated Revision: August 19, 1986; August 11, 1987; August 24, 1994; July 8, 1997; August 28, 2007; April 2015; April 2017; April 2018: Board Reviewed: October 20, 2009: Negotiated Revision: April 2018; April 2019; May 2021; May 2023

Procedures

Ref. Policy 4444

When placing an employee on the Professional Salary Schedule, ASD will determine what the employee would have made (next step) if remained in the same job. Using that amount, ASD will then place the employee on the first step with an increase in the first lane where the job is listed on the Professional Salary Schedule. ASD will then advance the employee two steps. If appropriate, the employee will then slide across appropriate lanes at the same step according to their education.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4452

Reduction in Force

Statement of Policy

The Aspen Peaks School District Board of Education is committed to its dual responsibilities of honoring employee contracts and fulfilling its financial obligations. The Board also recognizes that situations may arise that will cause a conflict between these two responsibilities. In such cases, the Board delegates to the Superintendent or designee the decision making ability to correct and ameliorate the issue by making appropriate changes in expenditures which may include a reduction in force. These changes may be necessitated districtwide, at the school level, or by program. This policy will also influence decisions in cases of boundary adjustments, school consolidations, school openings, and/or school closures.

DEFINITIONS

1. General layoff: A reduction in force in all areas of the district.
2. Layoff of specific program: A reassignment relocation because a program or area is:
    - 2.1. No longer funded by the state or federal agencies and for which no other source of funding is available.
    - 2.2. Eliminated because of insufficient student enrollment based on district guidelines of teacher/student ratios and other appropriate statistical information.
    - 2.3. Consolidated or discontinued.
3. Part time assignments: When an employee's assignment is less than the regular full time contract.

4. Priority list: A list of employees in the district, in a department, or at a school (depending on the change being considered) in which employees are placed based on personnel needs, seniority in the district, and the results of the employee's performance evaluation. This list will be used in making placement decisions. The list will be created after accounting for natural attrition (retirement, resignation, one year only contracts) at all locations involved.

5. Reduction in force: The districtwide need to reduce the number of employees. Reductions at an individual school site, department, or in a program shall not be construed as a reduction in force as those employees with ongoing contracts may be placed within the district (see reassignment).

6. Reassignment: In cases of boundary adjustments, school consolidations, school openings, and/or school closures, the placement of contracted employees within the district.

7. Recall or call back: A system of rehiring employees within the provisions of this policy when a reduction in force is no longer necessary.

8. "Transfer" means the assignment of an employee to a different district location. This assignment may be voluntary on the part of the employee or involuntary.

1. REDUCTION IN FORCE

1.1. Reduction in Force Policy - If the Board of Education, in its discretion, determines that a reduction in the number of education support professionals is necessary because of lack of work, lack of funds, declining enrollments, discontinuance or substantial reduction of a particular program or service, school consolidation, or for other just reasons, such reduction shall be accomplished as follows:

1.1.1. Employees to be so released shall be given thirty days written notice.

1.1.2. The order of reduction of employees will not utilize a last-hired, first-fired layoff program.

1.1.3. The district will use a priority list which will consider personnel needs, seniority in the district, and the results of the employee's

performance evaluation when terminating the district's employees under this policy.

1.1.4. Employees who have been laid off have the right, if they so desire, to the first vacancy of equivalent hours per day in any education support professional department, if qualified, as determined by Personnel Policies and Procedures, for up to 180 days from the time of the reduction. If more than one laid off employee is qualified and desires the position, then only the interested and qualified laid off employees will go through the hiring process for that position.

1.1.5. An employee who is rehired shall be placed on the salary closest to the previous hourly rate, and shall be placed on one year probation without a loss of benefits.

Board Approvals

- Negotiated: 1981; May 2010; April 2013: Board Reviewed: October 20, 2009; Negotiated and Board Reviewed: June 2024

Procedures

The employee's address, personal email, district issued email, and phone number, as they appear on the Human Resource office's records, shall be used in connection with layoffs, recall, or other notices to the employee. It shall be the responsibility of each employee to notify the Human Resource office of any change of address, personal email, or phone number.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4453

Promotions

EDUCATION SUPPORT PROFESSIONAL

1. PROMOTIONS

1.1. Promotion shall mean reassignment to a job which is carried on a higher lane of the salary schedule than the lane from which the employee is currently paid.

1.2. All employees, including hourly and temporary employees, may apply for promotion to a higher position which is posted as a vacancy. Department employees who apply will be given first consideration. Other District employees who apply will receive consideration prior to outside applicants. Qualifications being equal, department seniority and then District seniority shall be the deciding factors. (Seniority shall mean length of continuous and current contract service.)

1.3. Use of the following procedure to determine the best qualified candidate is recommended:

1.3.1. Once personnel has selected the top candidates, a committee of at least three persons, including immediate supervisors and administrator, will conduct the interview. The opinions of all three will be considered, but the final decision will be made by the administrator.

1.3.2. A candidate's job knowledge, work performance, attitude, and related factors will be determined during the interview. The most qualified candidate will be selected.

1.3.3. If two or more candidates are judged to be equally capable and qualified to hold the position for which they are being interviewed, department seniority and then District seniority shall be the deciding factor.

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2. PROMOTIONS, TEMPORARY

2.1. Education support professionals may be promoted on a temporary basis to fill in for someone else for a short period of time. After five consecutive working days of a temporary promotion, the employee shall be paid the higher rate of pay, beginning with the sixth day. However, in certain circumstances the District may authorize a temporary promotion prior to the sixth day. The rate of pay shall be what the employee would earn if the promotion were permanent - it is not the rate of pay of the person being temporarily replaced.

2.1.1. The provisions of 2.1 above apply to replacements required for an extended illness. Other circumstances may be considered for temporary promotion. Replacements for vacations are excluded from the provisions of 2.1.

2.2. In situations that may require an employee to receive a second or more temporary promotion in any one contract year, the District will designate an employee to the temporary position at the higher rate of pay effective upon the commencement of the third consecutive day of such circumstances that require the temporary promotion. This provision is limited to the same employee and the position.

Note: Employees may not apply for the same position of equivalent pay until the employee has worked two years in the current position.

Board Approvals

- Negotiated: December 4, 1985: Revision: August 24, 1994: Negotiated Revision: June 20, 1996: Board Reviewed: October 20, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4454

Emergency/Holiday Work

STATEMENT OF POLICY

The Aspen Peaks School District Board of Education recognizes there are emergency situations and/or labor to be performed on designated holidays that require employees to work beyond their contracted hours. These situations should be extenuating circumstances and are governed by this policy. The Board delegates to the Superintendent or designee the responsibility to administer this policy.

1. EMERGENCY WORK AND/OR ASSIGNED OVERTIME HOURS

1.1. The administration agrees to implement the following practices effective in the 1985-86 contract year:

1.1.1. Emergency Work: When education support professionals are called out for emergency work beyond their contracted hours, they will be reimbursed as follows:

1.1.1.1. Travel pay - From home to district vehicle or work site and return at the approved district rate.

1.1.1.2. Time - The hourly rate of pay shall be determined upon the actual time to complete the task plus one hour to compensate the employee for travel time. In no event will less than one (1) hour of total time be awarded.

1.1.2. Overtime: It is the responsibility of the principal at each school and the department heads to make sure that no employee covered by

the Fair Labor Standards Act works in excess of forty hours unless it is requested by the employee's principal/supervisor. Payment of one and one-half times the regular rate must be approved by the employee's principal/supervisor.

1.1.3. Generally, holiday work is limited to emergencies that relate to

1.1.4. maintenance and custodial employees at the school plant. Other situations exist that may require work on a holiday. Time and a half compensation is given for working the holidays as listed without regard to the over 40 hours worked provision.
New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.2. The District will allocate $25,000 to this account per year.

Board Approvals

- Negotiated: September 17, 1985: Negotiated Revision: August 19, 1986; June 27, 1989; January 14, 1992; June 14, 2004; May 21, 2008: Board Reviewed: October 20, 2009; Negotiated Revision: June 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4455

Termination Notice

EDUCATION SUPPORT PROFESSIONAL

1. TERMINATION NOTICE

1.1. Contract employees are required to give 15 calendar days notice before terminating. (Refer to policy 4456, 1.3)

1.2. Non-contract employees are required to give the District a minimum of five (5) working days notice before they terminate.

1.3. The District is required to give a non-contract employee a minimum of five (5) days notice before the employee is to be terminated. The notice is not necessary when an employee has been hired to a position in which the length of employment was set at the time of hiring.

1.4. The active service of a non-contract employee may be suspended pending an investigation when it is evident that the continued employment of that individual may be harmful to the students or to the District. See Policy No. 4432, 3.0.

Board Approvals

- Negotiated: September 17, 1985: Revised: August 19, 1986; August 11, 1987; August 24, 1994: Board Reviewed: October 20, 2009: Negotiated Revision: April 2018

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4456

New Contract Employee

1. CONTRACTS FOR EDUCATION SUPPORT PROFESSIONALS

1.1. Education Support Professionals are employed for a period of one year. Contracts must be renewed each year. All employees who show ability to render the quality of service commensurate with standards desired shall be recommended for re-employment. Requests for release of contract must be submitted (fifteen) 15 calendar days before the employee wishes to be released from their employment.

1.1.1. At the discretion of the hiring supervisor, a ninety (90) day contract may be offered which will automatically be renewed for the remainder of the year, unless the employee is informed of the intent to non-renew by the 60th working day of the contract. Before an employee on a 90-day contract is non-renewed, the supervisor will work with their direct supervisor and the Director of Human Resources to be certain there exists justification for the non-renewal.

1.1.1.1. Before an employee may be informed of the intent to not renew their contract, the supervisor must have completed at least one formative evaluation.

1.1.1.2. The ninety (90)-day contract is considered to be ninety (90) contract days from the first working day.

1.2. Employees who are hired to work addenda days or extended year contracts will be required to sign a separate contract for the days beyond the basic contract

1.3. Education Support Professionals should make every reasonable effort

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to complete each contracted year. Abandonment of position without the required 15 calendar days notice and without ethical prior release by the Superintendent of Schools will be considered a breach of contract.

1.4. Education Support Professionals are on provisional status for the first three years of employment. (See Policy No. 4432, 1.1.2.)

2. Education Support Professional hourly employees who meet the requirements of either 2.1 or 2.2 will be considered a contract employee at the beginning of the contract year following the year they meet the requirements and be allowed to participate in all District benefit programs (i.e. Medical, dental, disability, etc.) that are offered to other contracted education support professionals. An employee who meets the requirements and gains a contract in their current position will be career status. When these employees terminate or retire, their contracts will not be available for replacement.
   2.1. Education Support Professional hourly employees who have completed fifteen (15) years or more of continuous employment with Aspen Peaks School District and have worked as an hourly for eight (8) hours per day or
   2.2. Education Support Professional hourly employees who have completed a minimum of fifteen (15) years and 30,000 hours of employment with Aspen Peaks School District, of which the last ten (10) years need to be continuous and there cannot be more than a two (2) year break in service with the District.
   2.3. An approved leave for military duty does not constitute a break in service towards the fifteen (15) years of continuous employment records for awarding of a contract.

Board Approvals

- Board Approved: Revised: August 26, 1986; June 27, 1989; August 24, 1994; Negotiated Revision: June 14, 2004; May 2009; April 2018: Board Reviewed: October 20, 2009

Procedures

1. PROCEDURE FOR HIRING PERSONNEL

1.1. To Hire Contract Employees

1.1.1. The principal/supervisor notifies the Education Support Professionals Office of vacancy.

1.1.2. The District level administrator verifies vacancy.

1.1.3. A vacancy notice including the job description is published by the Personnel Office. Vacancy notices are sent to every school/work area, designated administrators, the Education Support Professional Association President and Job Service.

1.1.4. Applications from interested persons are received including transfer requests from current employees.

1.1.5. Top candidates selected from applicants are called in for interviews.

1.1.6. The principal/supervisor, Personnel Director (with input from the district level administrator) make the final choice.

1.1.7. The candidate is notified of the selection. Other interviewees are notified that someone else was selected for the position.

1.1.8. The candidate comes to the Education Support Professionals Office to sign the contract.

1.2. To Hire Hourly Employees:

1.2.1. The principal/supervisor gives vacancy notice to the Education Support Professionals Office.

1.2.2. When there are not sufficient numbers of applicants in the hourly

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pool, announcements of job needs by category will be placed on the bulletin.

1.2.3. Applicants that are recommended for hire must have a current application on file in the Education Support Professionals Office.

1.2.4. The Education Support Professionals Director and principal/supervisor make selection and establish pay rate and work assignment according to district policy.

1.2.5. The candidate is notified of selection.

1.2.6. The candidate comes to the Personnel Office to sign the required forms.

Board Approvals

- Board Approved: Revised: August 26, 1986; June 27, 1989; August 24, 1994; Negotiated Revision: June 14, 2004; May 2009; April 2018: Board Reviewed: October 20, 2009; September 2020

Rules & Regulations

1. NEW CONTRACT EMPLOYEE REQUIREMENTS AND BENEFITS

1.1. REQUIREMENTS
Each new employee must comply with the following requirements in order for employment to be assured:

1.1.1. An official CONTRACT document must be signed by the new employee.

1.1.2. Address and change of names must be kept current in the Human Resources Department. Name change cannot be made by telephone: signatures are required.

1.1.3. A TUBERCULIN TEST is required of all new employees under state law. Local clinics are conducted in the several communities on Tuesdays from 2:00-4:30 p.m. or any weekday except Thursday at the County Health Office in Provo.

1.1.4. An EMPLOYEE STATUS sheet must be completed down to item 16.

1.1.5. A valid SOCIAL SECURITY CARD and valid driver's license or a current passport must be shown before a person will be hired for work in the District.

1.1.6. The EMPLOYEE'S WITHHOLDING ALLOWANCE CERTIFICATE (W-4) must be completed at the time of employment.

2. FRINGE BENEFIT PACKAGE

2.1. INSURANCE APPLICATION: Complete this item at the time of employment. (1) Check the coverage desired (single, couple, family, one-parent family, etc.) (2) Choose policy desired from EMIA (premium required).

2.2. RETIREMENT APPLICATION: Every employee working 20 hours or more each week in a job expected to last at least 9 months of each year, must join the Utah State Retirement Program. The district pays 11.82% into the retirement system: 1.5% of this amount goes into a deferred compensation plan. The 1.5% is available upon termination. The rest of the amount provides a benefit which is available upon retirement only. Please keep the first (instructional) page; fill out both sides of the second page. Begin at the boxes "To be completed by employee," sign and have signature witnessed.

2.3. SOCIAL SECURITY: This deduction is compulsory and automatic. Your deduction will be calculated by the accounting division.

2.4. TERM LIFE INSURANCE: The District carries a term life insurance policy on all contracted employees working 1260 or more hours per year and pays the premium on their behalf. It has a face value of $15,000 ($10,000 is with Educators Mutual Insurance Association - $5,000 is with the Board of Education). If accidental death occurs, $25,000 will be paid to the named beneficiaries. Five thousand dollars of life insurance is provided for spouse and dependent children of education support professionals.

2.5. SICK LEAVE AND DISABILITY: New employees are entitled to seven days sick leave annually for the first three years of employment. Sick leave is accumulative for twenty-one (21) days. At the conclusion of three years of initial service the employee becomes entitled to 180 days of sick leave and any prior accumulated sick leave is cancelled. Any illness that extends beyond 15 days must be documented with a statement from a physician stating exact medical reasons for the inability to return to work.

2.6. LONG TERM DISABILITY: Under certain circumstances an employee may be found eligible for long term disability through Educators Mutual Insurance Association and Social Security. The Board of Education pays the premium for this coverage for contracted employees working 1260 or more hours per year.

2.7. UNEMPLOYMENT COMPENSATION: Aspen Peaks School District participates in this program and is self insured. Federal and State laws apply in the administration of this program.

2.8. WORKMAN'S COMPENSATION: Aspen Peaks School District is self insured for work related injuries.

3. MISCELLANEOUS

3.1. An employee may have five (5) days personal leave which may be taken upon approval of the principal or supervisor. The employee is docked 1/2 of their salary regardless of whether a substitute is hired or not. Unless an emergency occurs, personal leave cannot be taken immediately preceding

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or following the Christmas vacation or the first and last week of school.

3.2. Request for release of contract must be submitted at least two weeks before the employee wishes to be released from their assignment.

3.3. Occasionally it is necessary to mail a contract to an employee. Each item should be carefully reviewed and necessary data completed before mailing the contract back to the Personnel Director. Contracts must be signed and mailed back within five (5) days to be valid unless exceptions are granted by the Assistant Administrator of Personnel Services.

Board Approvals

- Board Approved: Revised: August 26, 1986; June 27, 1989; August 24, 1994; Negotiated Revision: June 14, 2004; May 2009; April 2018: Board Reviewed: October 20, 2009; September 2020

Policy No. 4456.1

Pay Increases

1. PAY INCREASES

1.1. The Board agrees to provide the increased cost required to implement lane and step changes.

Board Approvals

- Negotiated: September 17, 1985; August 20, 1986; June 27, 1989; October 9, 1990; August 25, 1993: Board Reviewed: October 20, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4457

Pre-Employment Screening

1. PRE-EMPLOYMENT SCREENING

1.1. School Authorities are charged with protecting the health and safety of all students. As a means of helping to fulfill this charge, the Aspen Peaks School District requires prospective employees to have a criminal background check.

1.1.1. Each prospective employee shall be requested to have his/her fingerprints taken and sign a waiver permitting the district to request a search of the Utah Criminal History File.

1.2. The Human Resources Department shall submit to the Utah Bureau of Criminal Identification (BCI) a set of fingerprint cards and a waiver statement signed by the prospective employee.

1.3. The Utah Bureau of Criminal Identification shall release only to the Superintendent or his designee the person's record of any criminal conviction.

1.3.1. Information shall not be released where there is no conviction.

1.4. The school district shall not release information disclosed by the Utah Bureau of Criminal Identification to any other agency or individual.

1.5. Applicants who have been CONVICTED of any felony shall not be hired by Aspen Peaks School District. Applicants who have been convicted of any job related misdemeanor shall be reviewed and may not be hired by Aspen Peaks School District.

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Board Approvals

- Board Approved: November 11, 1986: Negotiated Revision: August 25, 1993: Board Reviewed: December 15, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

1. BACKGROUND CHECKS

1.1. At the time of an education support professional's hire they will submit to being fingerprinted by Human Resources and be responsible for all fees as negotiated. The District will fund background check costs of all employees with 10 years or more of service to the District. All employees hired before November 1, 2015 will need to submit one more background check at their regularly scheduled rotation.

2. EMPLOYEE REPORTING REQUIREMENTS

2.1. As a condition of continued employment, all employees must notify the District if they are charged, plead guilty to, or are otherwise found guilty (including a plea in abeyance, or diversion agreement) of the following crimes, regardless of the imposition of sentence:

2.1.1. Any matters involving alleged sex offenses.

2.1.2. Any matters involving alleged drug-related offenses.

2.1.3. Any matters involving alleged alcohol-related offenses.

2.1.4. Any matters involving alleged offenses against another person.

2.2. Employees must notify Human Resources as soon as possible, but no later than 48 hours after being charged, arrested, convicted, entering a plea in abeyance, or diversion agreement.

2.2.1. Employees who fail to disclose relevant matters subject themselves to appropriate personnel action may include: Reprimand, suspension with/without pay, or possible termination.

2.2.2. Incarceration shall not be a condition absolving an employee for not notifying the District within the required five (5) day limit.

2.3. Upon receipt of background check results, the District shall determine what, if any action is warranted.

2.3.1. The employee shall have the opportunity to respond to any information received that is of concern to the District.

2.3.2. Any conviction that would cause loss of public trust to the District may result in termination.

2.4. All information from a background check is confidential, and will be protected as private under Government Records and Management Act (GRAMA).

2.4.1. The District will use the information for internal office purposes and will keep the information in a separate file in a secure location in the District Office for a period of 65 years and one day, or as dictated by Utah statute.

2.5. Refusal to submit to a background check, or respond to District inquiries relative to a background check will be cause for termination.

3. DISTRICT REQUIRED ACTIONS

3.1. In compliance with Utah State law, the District is required to invoke immediate suspension from student supervision, transportation, or other job related responsibilities, any employee for alleged sex offenses and other offenses including drug related offenses which may endanger students or other employees during the period of investigation.

3.2. This policy shall not be interpreted to mean that due process or orderly termination policies shall not be followed.

3.2.1. All orderly termination timelines and procedures governing termination and suspension will be followed with all relevant records including: Arrests, convictions, pleas in abeyance, and diversion agreements; being maintained by the District. These efforts will be done to protect the safety of students and employees, with the strict requirements for the protection of confidential employment information.

3.3. The District shall maintain this policy on the District website as required by Utah State Law and provisions of the Utah State Office of Education.

Approvals

- Board Adoption: November 2009: Negotiated: April 2017; September 2020

Policy No. 4459

Work Week

1. WORK WEEK

1.1. The standard work week of all of the employees in the District who fall under the Fair Labor Standards Act (FLSA) will not exceed forty hours per week. Working over 40 hours a week is considered to be compensatory time and is administered according to the FLSA.

1.2. The work week is defined as starting Saturday (morning) 12:00 a.m. thru Friday (night) 12:00 midnight.

1.3. It is the responsibility of the principal/supervisor at each school/department to make sure that no employee covered in the FLSA works in excess of the forty hours per week unless it is requested by the employee's principal/ supervisor.

1.4. The District agrees to abide by the provisions of the Fair Labor Standards Act as it relates to all employees provided the act remains applicable to school districts. (Refer to Policy #4400, 3.1)

1.5. All people employed to work at special activities will be paid at least the minimum wage as determined by Federal mandate.

Board Approvals

- Board Adopted: Negotiated: June 17, 1980; Negotiated Revision: August 19, 1986; October 9, 1990; May 2009; April 2018: Board Reviewed: December 15, 2009

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Procedures

WORK WEEK

Schools should never go unchecked for more than three days.

Approvals

- Negotiated Revision: April 2018

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4460

Indemnification of Employees

1. INDEMNIFICATION OF EMPLOYEES

1.1. Aspen Peaks School District will provide immunity and indemnification as described in the Utah Governmental Immunity Act to administrators, to members of the Board of Education and to other employees who qualify for such immunity under the provisions of the Utah Governmental Immunity Act (UCA 63G-7-1, et. seq.).

Board Approvals

- Board Approved: October 13, 1992: Board Reviewed: December 15, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4461

District and School Identification Badges

Statement of Policy

A benefit for all Aspen Peaks School District employees is free admittance for themselves and a guest into any school extra-curricular event in the district. Employees should present their name badge at the ticket counter and the employee and a guest will be allowed a general admission seating entrance to an event free of charge. Events across our schools could include, but may not be limited to athletics, performances, shows, and competitions.

EXCEPTION TO POLICY

Some exceptions may apply to the free admittance benefit due to Utah High School Activities Association guidelines. For example, state-sponsored events (endowment and state playoff games) and school fundraisers will require a purchased ticket for attendance.

Board Approvals

- Negotiated: May 21, 1980
- Board Reviewed: December 15, 2009
- Negotiated: April 2017
- Board Revised: September 2018

Policy No. 4462

Assistance to Education Support Professionals

1. ASSISTANCE TO EDUCATION SUPPORT PROFESSIONALS

1.1. Educators and education support professionals shall work cooperatively in the entire educational process.

1.2. Cooperative work shall include, among other things, teacher supervision when assigned to ride a school bus, assisting the school nurse in the solution of student health problems as requested by the principal. Educators shall seek the assistance of the school nurse in solving health problems that may come to the attention of the educator.

1.3. It shall be the responsibility of everyone associated with the educational process to encourage and to help create a wholesome learning atmosphere throughout the school.

1.4. Special requests for maintenance type work in the classrooms or for special clerical assistance from school secretaries shall be cleared with and assigned by the principal.

Board Approvals

- Negotiated: Board Reviewed: December 15, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4463

Standards of dress and Grooming

1. STANDARDS OF DRESS AND GROOMING

1.1. Dress and Grooming-Staff

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

1.1.2. Staff 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 staff.

Guidelines

Whiskers: Neatly trimmed beards and mustaches.
Hair: Must be clean and well-groomed.
Clothing: Must be clean, neat and modest. Cutoffs and or “grubbie” clothing are prohibited.
All personnel are required to wear appropriate footwear.

Board Approvals

- Negotiated: 1982: Board Reviewed: December 15, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4463.1

Drug Abuse

1. DRUG ABUSE

1.1. Aspen Peaks School District has a responsibility to maintain public trust and confidence by providing a safe school environment for students and a safe workplace for employees. The District is committed to provide a drug-free, smoke-free, and alcohol-free workplace. Employees of the Aspen Peaks School District are expected to follow the federal, state, and local laws regarding use, distribution, manufacturing, and/or possession of alcohol, drugs, and tobacco. Violation of this policy may result in suspension, remediation, and/or dismissal.

Board Approvals

- Board Approved: November 14, 1989: Board Reviewed: December 15, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4463.2

Drug Testing Of Education Support Professionals

1. DRUG TESTING OF EDUCATION SUPPORT PROFESSIONALS

1.1. Aspen Peaks School District is committed to providing a safe and productive work environment that is free from the effects of unlawful use, distribution, manufacture, and possession of controlled substances.

1.2. When there is suspicion that an employee is using, or has used, or is impaired through the use of a controlled substance, the employee may be required to submit to a medically accepted split sample testing procedure to determine whether the employee is using, or has used, or is under the influence of a controlled substance.

1.2.1. The District shall pay the costs for all testing.

1.2.2. If an employee tests positive for use of a controlled substance, they may choose to have a split sample tested to confirm the initial test result.

1.3. Refusal to submit to a drug test will be considered an admission of guilt and will result in termination.

1.4. An employee who substitutes, adulterates, or otherwise tampers with a drug testing sample or attempts to do so, is subject to termination.

1.5. An employee who tests positive will be suspended immediately and will be subject to termination.

1.6. Any Aspen Peaks School District employee in a safety sensitive position for the District is subject to random drug testing.

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Board Approvals

- Negotiated: June 2003: Board Reviewed: December 15, 2009: Negotiated Revision: April 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4464

Payroll Checks

1. PAYROLL CHECKS

1.1. An employee may make withholding changes in his/her paycheck by the tenth of each month, September through May. These changes shall be effective for the paycheck issued at the end of that month.

1.2. Payroll deductions for association dues shall be allowed monthly following the annual membership drive which shall be concluded in time for the September payroll deduction.

Board Approvals

- Negotiated: June 17, 1980; September 17, 1985; April 2018: Board Reviewed: December 15, 2009

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4465

Lunch Break

1. LUNCH BREAK

1.1. Education Support Professionals are entitled to an uninterrupted lunch break, usually 30 minutes or an hour in length. If an education support professional is directed to be on duty at a prescribed workplace during the lunch period, this time shall be regarded as time worked.

Board Approvals

- Negotiated: September 13, 1983: Board Reviewed: February 3, 2010

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4466

Transfer and Reassignment

Statement of Policy

The Aspen Peaks School District Board of Education recognizes that employees may need to be moved by assignment, or may choose to be moved to other district locations. The Board delegates to the Superintendent or designee the responsibility for implementing the procedures of this policy.

DEFINITIONS

1. General layoff: A reduction in force in all areas of the district.
2. Layoff of specific program: A reassignment because a program or area is:
    - 2.1. No longer funded by the state or federal agencies and for which no other source of funding is available.
    - 2.2. Eliminated because of insufficient student enrollment based on district guidelines of teacher/student ratios and other appropriate statistical information.
    - 2.3. Consolidated or discontinued.
3. Priority list: A list of employees in the district or at a school (depending on the change being considered) in which employees are placed, based on school/department personnel needs, seniority in the district, and the employee's performance evaluation. This list will be used in making placement decisions. The list will be created after accounting for natural attrition (retirement, resignation, one year only contracts) at all locations involved.
4. Reduction in force: The districtwide need to reduce the number of employees.

Reductions at an individual school site, department, or in a program shall not be construed as a reduction in force unless those employees with ongoing contracts are not placed within the district (see reassignment).

5. Reassignment: In cases of boundary adjustments, school consolidations, school openings, and/or school closures, the placement of contracted employees within the district.

6. Recall or call back: A system of rehiring employees within the provisions of this policy when a reduction in force is no longer necessary.

7. “Transfer” means the assignment of an employee to a different school or location within the district, but in the same job classification and at the same pay. This assignment may be voluntary on the part of the employee or involuntary.

1. VOLUNTARY TRANSFER

1.1. Transfer shall mean reassignment to work at a different school or location, but in the same job classification and at the same pay.

1.2. To apply for a transfer, employees must file a request for transfer in writing with the Human Resource office. Employees are to notify the Human Resource office when they are interested in transferring to a position that has been advertised. Any job transfer is dependent upon supervisor selection.

1.3. Employees must work two years in a position before they may apply for a transfer, except with Director and DLT approval.

1.4. In case of a district reconfiguration, additional consideration will be given to employees with 20 or more years of contracted Aspen Peaks district experience based on their district hire date.

1.4.1. Employees whose position will be located in the newly created district could be transferred in accordance with the negotiated process of policy 4466.

1.4.2. Transfers can only be honored if there are open positions within Aspen Peaks School District.

2. INVOLUNTARY TRANSFER

2.1. When an employee has received notification that he/she is to be involuntarily transferred to another work unit, the employee may request a hearing with his/her immediate supervisor, the education support professional human resource director and the representative from the Education Support Professionals Association prior to the transfer. This committee will review the facts and make a recommendation concerning the transfer to the Superintendent on their findings.

3. REASSIGNMENT

3.1. In the event that it becomes necessary to eliminate or reduce specific positions as a result of declining enrollments, boundary adjustments, school consolidations, school openings, and/or school closures, each individual affected will be reassigned according to the following guidelines after accounting for natural attrition (retirement, resignation, one year only contracts):

3.1.1. The individual will be placed in another position within the district for which they are qualified.

3.1.2. The reassignment will be in accordance with the individual's order on the priority list and in terms of the provisions of this policy.

3.1.2.1. An employee who does not have the proper qualification cannot replace an employee who has the proper qualifications.

3.1.3. The District is responsible for placing employees at schools/departments within the District in comparable positions if possible. If there is no position available, the reduction would constitute a Reduction in Force ("RIF") and the RIF policy would be in effect rather than the transfer procedure.

Board Approvals

- Negotiated: September 17, 1985
- Negotiated Revision: October 9, 1990
- Negotiated Revision: August 24, 1994
- Negotiated Revision: April 2018
- Board Reviewed: February 3, 2010
- Revised: April 2015
- Negotiated Revision: May 2023
- Negotiated Revision: June 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4467

Vacancies Posting

1. VACANCIES POSTING

1.1. During the school year, a listing of all vacancies will be posted online and sent out electronically to all the schools and departments. The vacancy lists will be posted on a bulletin board or in some other appropriate place in each school or department.

1.2. Current employees who are interested may apply for open positions. Current employees will be given consideration on open positions based on the following order:

1. Contract Employees
2. Hourly Employee

Note: A cover sheet will be prepared to go with the in-District transfer form to give suggestions about information that should be included with their transfer request.

Board Approvals

- Negotiated: September 13, 1983: Negotiated Revision: October 9, 1990; August 25, 1993; July 8, 1997; June 3, 2005; Board Reviewed: February 3, 2010: Revised: April 2015

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4468

Vacation

STATEMENT OF POLICY

The Aspen Peaks School District Board of Education recognizes the importance of a qualified employee in every position. Further the Board understands that some leave is needed by employees beyond bereavement (Policy 4416) and health and disability (Policy 4412) leaves to rest, renew, and rejuvenate. Therefore, the Board has designated the Superintendent or designee to apply this policy for our twelve-month employees.

1. VACATION

1.1. All employees working under a twelve month contract with the Board of Education are entitled to an annual vacation. Vacation shall accrue on an annual and monthly basis as follows:
VACATION SCHEDULE (Effective for new hires at or beyond July 1, 2021)

Cumulative Years of Service in ASD	Monthly Accrual (Hours)	Total Hrs. Earned	Days Earned
1 - 5	10.6	128	16
6 - 10	12.6	152	19
11 - 14	14.6	176	22
15 and over	16.6	200	25

1.2. Employees shall be allowed to accumulate a maximum of thirty (30) days and shall not earn additional vacation until they have fallen below the thirty
(30) day total. Accumulated vacation shall be paid upon termination, retirement or death of the employee except that final payment shall be limited to the amount of money that the employee has earned up to the

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last day worked during the final contract year plus any accrued vacation up to twenty (20) days.

1.3. The time of vacation must be cleared with the employee's immediate supervisor. Employees may take a personal day the day preceding or following Christmas vacation.

1.4. The Board of Education believes that an annual vacation is important and necessary for the well being of each employee, therefore, each employee is encouraged to use his full vacation each year. Any employee who has earned vacation while working as a twelve-month employee and is then changed to another status shall be entitled to the full use of those hours earned or be paid for those hours.

1.5. Any employee who has been working a nine, ten, or eleven month position and is transferred into a twelve position, may be granted longevity credit on the vacation schedule for the purpose of vacation accrual.

1.6. Vacation is recorded at the end of the monthly time and attendance cut-off period.

1.7. If an employee uses one hundred eighty (180) sick days and separates from employment, they will accrue vacation hours up to the last day worked.

Board Approvals

- Negotiated: September 17, 1985: Negotiated Revision: August 11, 1987; October 9, 1990; August 25, 1993; May, 2006; August, 2007; May 2009; May 2012; April 2017; April 2018: Board Reviewed: February 3, 2010: Revised per Alio: July 2014: Negotiated May 2021; Negotiated June 2024

Procedures

1. VACATION

1.1. Employees who change their FTE (full-time equivalency) status and have earned vacation will have the option of being paid for those days based on the former FTE status and salary amount or may choose to have the

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days converted proportionately to the new FTE status.

1.1.1. Example: An employee who goes from a half-time (.50) FTE to full-time (1.0) FTE and has accrued twelve vacation days may be paid for the twelve days at the employee's former daily rate or may convert the twelve days to six (6) days at the full-time FTE rate.

1.1.2. An employee who goes from a full-time (1.0) FTE to three-quarters (.75) FTE and has accrued twelve vacation days may be paid for the twelve days at the employee's former daily rate or may convert the twelve days at the employee's former daily rate or may convert the twelve days to sixteen days at the three-quarters (.75) FTE rate.

1.2. An education support professional may only accrue up to thirty (30) days in any given FTE position. Therefore, an employee going from a 1.0 position to a lower FTE position would be required to receive money in lieu of vacation days at the former FTE rate for any days accrued beyond thirty (30) after the conversion process.

Note: The formula for determining the new total of vacation days is as follows: Current FTE days X current FTE ÷ by new FTE = days under new FTE.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4471

Jury Duty

1. JURY DUTY

1.1. In accordance with State Law 78B-1-119, an employee may be summoned to perform a public service known as jury duty.

1.2. Any employee summoned to perform jury duty shall have the statutory compensation deducted from their salary for each working day missed while performing this public service.

1.3. The deduction of the statutory compensation means that the employee shall receive full compensation from the combined employee salary and the statutory fee, while serving on jury duty. The statutory compensation and the mileage fee paid by the court shall be retained by the employees.

Board Approvals

- Negotiated: 1980: Board Reviewed: February 3, 2010, May 2022

Procedures

1. PAYROLL PROCEDURES FOR JURY DUTY

1.1. Certified Teachers and Education Support Professional Contract employees:

1.1.1. First Day - Jury Selection - Dock of $18.50

1.1.2. Remaining days of Jury Duty - Dock $49.00 per day

1.2. Education Support Professional Hourly Employees

1.2.1. Any hourly employee summoned to perform jury duty shall have the statutory compensation deducted from their hourly pay for each working day missed while performing this public service.

1.2.2. The deduction of the statutory compensation means that the employee shall receive full compensation from the combined employee assignment daily rate and the statutory fee, while serving on jury duty. The statutory compensation and the mileage fee paid by the court shall be retained by the employees.

1.2.3. An hourly employee summoned to perform Jury Duty should notify their administrator and attendance secretary and provide them a copy of Jury Duty Summons.

1.2.4. Following the employee's date(s) of service, the secretary should enter their regular hours on their timecard, minus the applicable dock for what they were paid by the court and note that this day was Jury service. The employee must present the letter received from the court after their jury service, stating the date(s) that they served and the amount they were paid by the court. This can be obtained from the court clerk.

Approvals

- Negotiated: May 2022
- Negotiated Revision: May 2023

Rules & Regulations

No rules & regulations have been established at this time.

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ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4472

Files and Records

1. FILES AND RECORDS

1.1. The District Personnel Office maintains an official permanent record file for each education support professional.

1.2. The file should contain the following items and other employment documents and records: application for employment, health examination report as requested, employee status form, pre-employment recommendations and records, documentation of job performance.

1.3. Personnel records are open to all employees upon request. Only that information which is clearly marked confidential by former employers or universities shall not be available for inspection.

1.4. 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 documents which are clearly marked confidential. Principals and supervisors shall be allowed and are encouraged to keep records for the purpose of enhancing work experiences. Any items to be placed in the official file which might be considered derogatory or negative must first be read by the employee. The employee shall be requested to acknowledge the material by his signature indicating that he has seen the material, but the signature does not necessarily indicate agreement. In the event an employee will not acknowledge the record to be placed in the file, a discussion with the supervisor shall occur and the material shall be placed in the file along with an acknowledgement by the principal and the supervisor indicating that the employee refused to sign.

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Board Approvals

- Negotiated: September 13, 1983: Revised: August 11, 1987: Board Reviewed: February 3, 2010

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4473

Policy on Employment of Relatives

Statement of Policy

The intent of this policy is to prevent discrimination, favoritism and other work setting problems caused by hiring, supervising and working with relatives. It is also the intent of the Board of Education to hire the best qualified candidate(s) available for each open position. With this understanding, exceptions to the following provisions will be allowed upon the documented recommendation of the Human Resources and approval of Superintendent or designee.

Definitions

1. For the purpose of this policy, the definition of relative in 1.1.1 and 1.1.2 shall be understood to include one's father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
2. The definition of relative in 1.1.3 shall be understood to include one's father, mother, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

1. POLICY ON EMPLOYMENT OF RELATIVES

1.1. It is against District policy for any hiring personnel or board member in the Aspen Peaks School District:

1.1.1. to hire, appoint, vote, or recommend for appointment his or her relative(s) in or to any position of employment, when the salary, wages, pay or compensation of such appointee is to be paid out of any public funds and;

1.1.2. to directly supervise the compensated work of his or her relative(s);

1.1.3. to be employed in the same supervisory unit with his or her relative(s). Present employees shall be exempted from this provision unless working with their relative(s) results in identifiable problems within their work unit. In such cases, the Superintendent may take any corrective action necessary, as long as such action does not decrease the present pay level of the employee(s) in question.

1.1.4. Exceptions, as stated in Utah Code § 52-3-1(2)(a)(2)(b):

1.1.4.1. A public officer may not employ, appoint, or vote for or recommend the appointment of an appointee when the appointee will be directly supervised by a relative or household member, unless:

1.1.4.1.1. The appointee will be employed for a period of 12 weeks or less;

1.1.4.1.2. The appointee is a volunteer as defined by the employing entity; or

1.1.4.1.3. The superintendent determines that the appointee is the only or best person available, qualified, or eligible for the position.

1.1.4.2. A public officer may not directly supervise an pointee who is a relative or household member of the public officer, unless:

1.1.4.2.1. The appointee was appointed or employed before the public officer assumed the public officer's supervisory position, if the appointee's appointment did not violate the provisions of this chapter in effect at the time of the appointee's appointment;

1.1.4.2.2. The appointee will be employed for a period of 12 weeks or less;

1.1.4.2.3. The appointee is a volunteer as defined by the employing entity;

1.1.4.2.4. The appointee is the only person available, qualified, or eligible for the position; or

1.1.4.2.5. The superintendent determines that the public officer is the only individual available or best qualified to perform supervisory functions for the

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appointee.

Board Approvals

- Board Adopted: June 14, 1983: Negotiated Revision: July 8, 1997; May, 2006: Board Reviewed: February 3, 2010; March 26, 2024

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Citations

Utah Code § 52-3-1

Approvals

- Policy Committee Approved: March 12, 2024

Policy No. 4476

Secretarial Assistance, Elementary Schools

1. SECRETARIAL ASSISTANCE, ELEMENTARY SCHOOLS

1.1. All elementary schools will receive extra hourly secretarial help according to the following formula: enrollments of 699 and lower will qualify for 4 hours; enrollments of 700-799 will qualify for 6 hours; and 800 and larger will qualify for 8 hours per day.

Board Approvals

- Negotiated: September 13, 1983; June 2003: Negotiated Revision: May 2006; May 2010; May 2012: Board Reviewed: February 3, 2010

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4477

Association Rights

1. ASSOCIATION RIGHTS

1.1. The board agrees to furnish to the association in response to reasonable request from time to time all appropriate and available information concerning the financial resources of the district including but not limited to annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, tentative budgetary requirements and allocations, agendas, and minutes of all board meetings, census data, and such other information that shall assist the association in development of intelligent, accurate, informed and constructive programs on behalf of the employees. The board also agrees to provide the association with information which may be necessary for the association to process any grievance or complaint except as legal requirements prohibit. In general, the board will make available to the association any information that is available to any other citizen with the exception that the board will permit the association to have a directory of all personnel which is not available to citizens at large.

1.2. If the association representative accompanies an employee to a grievance, remediation, suspension, or other District related meeting, the representative will be granted release time when these activities are held within the regular work day. Arrangements will be made to have the hearing before or after school hours unless the nature of the problem demands an emergency hearing in which case all parties involved shall be released without loss of salary.

1.3. The AESP President, President Elect, and Executive Board shall be released as needed and approved in advance by the Superintendent or designee. The cost of needed substitutes will be paid by the association. No personal leave will be deducted from employees' allotment. (These should be cleared with the Superintendent in the

education support professionals administrative meetings.)

1.4. The AESP President and President Elect shall be released from his/her work station for association business with the association paying a substitute for the period of time which the president is gone. No deduction of salary or personal leave will be made.

1.5. The released time for the AESP President, President Elect, and AESP executive board shall not exceed 30 days total for the contract year. (For the 1986-87 year 1.4 will become effective on September 1, 1986.)

1.6. The association and its representatives shall have the right to use school facilities and equipment at all reasonable hours for meetings.

1.7. The association shall appoint the employees' portion of the members on any committee that results from negotiations or that pertains to negotiated agreements.

Board Approvals

- Negotiated: September 1984: Revised: August 19, 1986; May 2010; April 2015: Board Reviewed: February 3, 2010

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4481

Statute of Limitations

1. STATUTE OF LIMITATIONS

1.1. Claims for salary and other benefit adjustments are limited to one (1) year prior to the date of the filing of the claim. The above time limitation applies to the employees who claim they were underpaid or to the school district for claims that employees were overpaid.

1.2. Adjustments concerning employee overpayment or underpayment may be prorated over a reasonable period of time.

Board Approvals

- Negotiated: September 17, 1985: Negotiated Revision: August 25, 1993: Board Reviewed: May 11, 2010

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4483

Uniform Allowance

1. UNIFORM ALLOWANCE

1.1. Uniform allowance for contract food service workers.

1.1.1. Uniform allowance shall be paid by November 1 of each year in the amount of $150.00 to all lunch employees who are on contract. For less than a full contract year the allowance shall be prorated. An employee must work at least 40 working days in order to be eligible for the uniform allowance.

1.1.2. Part-time contract food service workers shall receive prorated amounts of uniform allowance as follows: Six hours shall receive full allowance; five hours shall receive 5/6 allowance; and four hours shall receive 2/3 allowance. No allowance shall be given below four hours.

1.1.3. All contract food service employees are required to wear an approved uniform.

1.1.3.1. Uniform guidelines shall be provided by a committee co-chaired by the Director of Food Services and another member of the committee selected by the Association. The committee will include the Director of Food Services, one manager, one food service worker and the Association president.

1.2. Uniform allowance for contracted employees working as custodians,

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bus mechanics, technology personnel, mail delivery, warehouse, and maintenance personnel.

1.2.1. An employee must work at least 40 working days in order to be eligible for the uniform allowance. Employees mentioned in 1.2 above are required to wear an approved uniform while performing normal work assignments. A uniform generally consists of a shirt conforming to an approved color and style.

1.2.2. A committee comprised of appropriate representatives will be responsible to select uniforms. Shirts will have the Aspen Peaks School District logo permanently attached. The committee shall make prudent efforts to ensure that a reputable vendor is secured to supply the uniforms.

1.2.3. The uniform allowance shall be $150.00 for each qualifying employee. This allowance will be paid to qualifying employees in the October paycheck.

1.3. If an employee leaves Aspen Peaks School District employment for any reason after receiving the uniform allowance allocation, the employee may be docked a prorated amount based on the unfulfilled portion of their contract. Anyone who leaves prior to completing 40 working days shall have the full allowance recaptured. Any recapture of uniform allowance shall be taken from the employees' final check.

The uniform allowance is allocated to employees in an effort to help make the employee more identifiable as they move about the District facilities. The allocation is generally made available to certain departments, however, some employees in a given department may be excluded depending on their specific assignment.

Board Approvals

- Negotiated: June 22, 1998: Negotiated Revision: May 21, 2008: Board Reviewed: May 11, 2010; September 2020

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Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4485

Conflict of Interest

1. CONFLICT OF INTEREST

1.1. It is the policy of Aspen Peaks School District to protect public interests and to maintain the faith and confidence of citizens in the integrity of the public schools and school employees by setting standards of employee conduct which preclude actual or potential conflicts of interest between their public duties and their private interests. It is the District's intent to maintain high standards of employee conduct by prohibiting employees from improperly disclosing or using information, from using their positions to secure privileges or exemptions, or from accepting employment which would impair independence of judgment or ethical performance (UCA 67-16-1, et.seq.).

Board Approvals

- Board Approved: December 14, 1993: Board Reviewed: May 11, 2010

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4716

Indemnification of Employees

1. INDEMNIFICATION OF EMPLOYEES

1.1. Aspen Peaks School District will provide immunity and indemnification as described in the Utah Governmental Immunity Act to administrators, to members of the Board of Education and to other employees who qualify for such immunity under the provisions of the Utah Governmental Immunity Act (UCA 63-30-1, et. seq.).

Board Approvals

- Board Approved: October 13, 1992: Reviewed 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4720

Administrative Association

Statement of Policy

The Board of Education recognizes the Aspen Peaks School Administrators Association as a professional organization and expresses a desire to cooperate with A.S.A.A. in advancing the quality of educational leadership in the District. Aspen Peaks District administrators carry leadership responsibilities in executing the policies of the board under the direction and supervision of the superintendent.

Board Approvals

1. Board Approved: May 15, 1984: Reviewed: 2011 (formerly 4720 Administrative Association)
2. Board Approved: May 15, 1984: Reviewed 2011 (formerly 4732 Work Stoppages and Strikes)
3. Board Approved and Combined 4732 and 4720: January 13, 2026

Procedures

No procedures have been established at this time.

Rules & Regulations

1. ADMINISTRATIVE ASSOCIATION

1.1. Representatives of A.S.A.A. shall meet and confer periodically with the Superintendent in terms of employment, working conditions, salaries and

fringe benefits for administrators in the District. It is not the intent of the board to enter into negotiations or collective bargaining over such matters, but to receive and discuss, through the Superintendent, recommendations which are representative of the Board's administrative staff.

1.2. For the purpose of any Board policies and regulations relating to administrators, the term administrator shall include all personnel who are paid on an administrator salary schedule. Exempted from this policy are those administrators hired directly by the Board of Education.

2. WORK STOPPAGES AND STRIKES

2.1. District administrators shall not participate in or support or encourage any collective effort to withhold services from the Board of Education and the school system.

2.2. In the event that teachers or other employees engage in any work slowdown, stoppage or other withholding of services, the administrators of the school system shall accept the responsibility to carry out duties as assigned by the Superintendent and the Board.

Approvals

- Approved and Combined: January 13, 2026

Policy No. 4721

Certification & Professional Development

Statement of Policy

Aspen Peaks School District requires employees in Managerial positions to maintain their certifications necessary for their respective positions and to engage in professional development.

Board Approvals

- Board Approved: May 10, 1983: Reviewed 2001 (formerly 4721 Professional Development Opportunities)
- Board Approved: December 9, 1986: Reviewed 2011 (formerly 4713 Certification)
- Board Reviewed and Combined 4713 and 4721: January 14, 2026

Procedures

No procedures have been established at this time.

Rules & Regulations

1. PROFESSIONAL DEVELOPMENT OPPORTUNITIES

1.1. Administrative and supervisor conference attendance shall be considered on the basis of the value which shall accrue to the educational program of the District.

1.2. Administrative and supervisory officers of the District may be permitted to attend National conference on the following basis:

1.2.1. Members of the Board of Education and Superintendent, yearly;

1.2.2. Executive administrators at the District Leadership Team level, every other year or yearly as directed by the Superintendent;

1.2.3. Other administrative personnel, every fourth year;

1.2.4. All others shall be considered by request and on recommendation by the administrative staff and approval of the District Leadership Team.

1.3. Those employees who are planning to retire at the end of the year shall not be given approval to attend the conference.

1.4. All employees who receive a regular monthly travel allowance shall be required to use that fund for travel to all regular meetings held within the state of Utah.

2. Certification

2.1. Responsibility for Credentials

2.1.1. Certificated managerial employees are personally responsible for the renewing of the appropriate credentials for their positions, and for registering them with the Aspen Peaks School District Superintendent of Schools, as required by law.

Approvals

- Board Reviewed: 2011 (formerly 4721 Professional Development Opportunities)
- Reviewed and Combined 4713 and 4721: January 13, 2026

Policy No. 4722

Salary Step Placement for Admin Promotions

1. SALARY STEP PLACEMENT FOR ADMINISTRATIVE PROMOTIONS

1.1. When an administrator is promoted to a higher-pay administrative position, he/she shall be placed on the step of that salary lane which provides the administrator with a salary increase. (The next highest dollar amount)

Board Approvals

- Board Approved: May 15, 1984: Reviewed 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4730

Administrator Vacation

1. ADMINISTRATOR VACATION POLICY

1.1. The vacation policy for Aspen Peaks School District administrators permits every administrator to receive an annual vacation.

1.2. Vacation is a benefit that is earned by the employee for each month worked. Twelve-month administrators shall accrue 2.00 days per month, a total of 24 days per year.

1.3. Individuals may accumulate vacation to a maximum of 30 unused days.

1.4. Because vacation is an accrued asset and rightfully belongs to the employee, any unused balance upon termination shall be paid within the following restrictions: total days paid may not exceed 20. Extensions shall not be allowed. The board of education believes that an annual vacation is important and necessary for the well-being of each employee and encourages administrators to use their full vacation each year.

1.5. Any administrator who has earned vacation while working under the twelve-month contract, and then is changed to another status, shall be entitled to the full use of those days earned or payment in lieu thereof.

1.6. The date and length of any vacation is subject to the approval of the administrator's immediate supervisor.

Board Approvals

- Board Approved: May 15, 1984: Revised: August 9, 1994: Reviewed: 2011

Procedures

No procedures have been established at this time.

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Rules & Regulations

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Policy No. 4734

Health and Disability Leave

1. HEALTH AND DISABILITY LEAVE

1.1. Provisional administrators, those with less than three years continuous experience in the District, are granted health and disability leave as follows:

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

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

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

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

1.1.3.1. A certificated administrator's salary shall have the cost of a substitute's 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. Career administrators, those 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. An administrator absent from work for a period of fifteen consecutive working days for health or disability reasons must, upon request of his supervisor, supply the supervisor 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.

1.3. Administrators shall be provided with a long-term disability insurance

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policy with the full cost of the premium being paid by the board of education. The benefits of this policy become effective following the expiration of the 180-day health and disability leave.

1.4. Fitness to return to work after prolonged illness or disability will be determined by the administrator's attending physician. In the event of a conflict with the attending physician and 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.

1.5. After one period of 180 days used disability leave, an administrator shall be granted health and disability leave not to exceed 15 days annually for a period of two years. Upon successful completion of the two years sick leave probation, the full 180 days will be restored.

1.6. When poor health seems to impair an administrator'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.

Board Approvals

- Board Approved: May 15, 1984: Reviewed 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4734.1

Family Medical Leave

1. FAMILY MEDICAL LEAVE

1.1. This policy has been adopted by the Aspen Peaks School District Board of Education in compliance with the Family and Medical Leave Act, 29 U.S.C.
§ 2601. This policy provides for appropriate family and medical leave for qualified employees.

Board Approvals

- Board Approved: May 10, 1994: Reviewed 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

1. FAMILY MEDICAL LEAVE - Eligibility Definitions

1.1. Eligible employees are entitled to a total of 12 work weeks of leave without pay during any 12 month period for any of the following:

1.1.1. For the birth of the son or daughter of the employee during the child's first year of life.

1.1.2. For the placement of a son or daughter with the employee for adoption or foster care during the first year of placement.

1.1.3. To care for the spouse, son, daughter or parent of the employee with a serious health condition.

1.1.4. To take medical leave when the employee suffers from a serious health condition that makes the employee unable to perform the essential functions of that employee's position. The term serious health condition means an illness, injury, impairment, or physical or mental condition that requires:

1.1.4.1. inpatient care in a hospital, hospice, or residential medical facility; or

1.1.4.2. continuing treatment by a health care provider. (Note: See 825.114, FMLA 1993 for reasons cited.)

1.2. An eligible employee means any employee of the District who has been employed for at least 12 consecutive months by the District and has worked at least 1,250 hours during the immediate 12-month period prior to any request for leave under this policy. The qualifying period has been determined to be a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave.

1.3. Any employee who is entitled to paid or unpaid leave under any other District policy which leave is taken for a qualifying reason under the FMLA shall be limited to the additional weeks of leave necessary to attain the total 12 work weeks of leave provided by this policy.

1.4. Nothing shall require the District to provide paid sick leave in any situation where it is not otherwise provided under District policies.

1.5. In cases where both the husband and wife are eligible employees of the District and both seek leave under this policy, the leave shall be limited to an aggregate of 12 work weeks during any 12 month period for one of the purposes listed below:

1.5.1. For the birth of a son or daughter or to care for the child after birth, or

1.5.2. For placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, or

1.5.3. To care for a parent (but not a parent ‘in-law’) with a serious health condition.

(Note: A balance of FMLA leave may still be used for qualifying reasons other than those listed above.)

1.6. Employees shall make application and provide certification as follows:

1.6.1. Employees shall provide the District with at least 30 days prior written

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notice of any anticipated leave. If 30 day notice is not practical because of lack of foreseeable knowledge, change in circumstances or medical emergency, notice must be given as soon as possible. An employee shall provide at least verbal notice sufficient to make the District aware the employee needs FMLA qualifying leave.

1.6.2. All requests for leave under this policy except leaves for the birth of a child, must be accompanied by certification from the health care provider of the employee or the son, daughter, spouse or parent of the employee. The certification must be provided within 15 days of the leave request, and it must include:

1.6.2.1. The date on which the serious health condition started.

1.6.2.2. The probable duration of the condition.

1.6.2.3. The appropriate medical facts regarding the condition.

1.6.2.4. That the serious medical condition prevents the employee from performing the tasks of the position or that it requires the employee to attend to and care for a son, daughter, spouse or parent.

1.6.3. All requests for leave under this policy for the placement of a child for adoption or foster care must be accompanied by documentation from the placing agency which certifies the placement and the date the placement will be made.

1.6.4. In certain cases, the District may require the employee to get a second medical opinion. In such cases, the expense shall be borne by the District.

1.6.5. In the case of a conflicting second opinion, the district may require a third opinion which is final and binding. The use of a third opinion physician must be agreed upon in good faith by the employee and the District. The expense of the third opinion shall be borne by the District.

1.6.6. The District may require medical recertification during the course of the leave. In any case, recertification will not be required more often than every 30 days.

1.6.7. When leave was taken because of the employee's serious medical condition, the employee will be restored to employment only after submitting fitness-for-duty certification from the attending physician.

1.7. An employee who takes leave under this policy is entitled to be restored to the position held prior to the leave, or be placed in a contractual position appropriate to his/her certification.

1.8. The employee shall not accrue any seniority or employment benefits during any

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period of leave under this policy. FMLA leave will be counted as continued service for vesting purposes for retirement plans.

1.9. The District may deny restoration of employment or an equivalent position if:

1.9.1. The denial is necessary to prevent substantial and grievous economic injury to the operations of the District; and

1.9.2. The District notifies the employee that it intends to deny restoration when it determines that injury to the District will occur; or

1.9.3. The employee elects not to return to employment after receiving notice; or

1.9.4. The employee is among the highest paid 10% of employees of the District.

2. Some limitations on leave taking apply to instructional employees. Instructional employees are defined as those employees whose principle function is to teach and instruct students in a class, a small group, or an individual setting. Included in this definition are teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. The limitations follow:

2.1. Leave on a reduced leave schedule: (See examples in Federal Regulation, Part 825, FMLA 1993 § 825.602):

2.1.1. If the employee begins leave more than five (5) weeks prior to the end of the school year or semester, the employee must continue taking unpaid leave until the end of the school year or semester if the leave requested is of at least three (3) weeks duration and the return to employment would occur during the week period before the end of the school year or semester.

2.1.2. If an employee begins leave for reasons other than a personal health condition which commences less than five (5) weeks prior to the end of the school year or semester, then the employee must continue to take unpaid leave until the end of the school year if the leave requested is of greater than a two (2) week duration and the return to employment would occur during the two (2) week period before the end of the school year or semester.

2.1.3. If the employee begins leave for reasons other than a personal serious health condition during the period that commences three (3) weeks prior to the end of the school year or semester and the leave is of greater than five (5) working days, then the employee must continue to take unpaid leave until the end of the school year or semester.

2.2. Intermittent leave to care for a family member or for the employee's own serious health condition which require a planned medical treatment which is

foreseeable:

2.2.1. If the requested leave would be for more than 20% of the working days over the period of the leave, the District may require the employee to, (a) take leave for a period of a particular duration, (b) take leave for a period of a particular duration, not greater than the period for the planned treatment, or (c) transfer temporarily to an alternate position with equivalent pay and benefits.

2.3. If the employee fails to give the 30 day required notice of foreseeable intermittent or reduced schedule leave, the District may require the employee to:

2.3.1. Take leave of a particular duration, or

2.3.2. Transfer to an alternative position, or

2.3.3. Delay taking leave until the notice provision is met.

Approvals

- Board Approved: May 10, 1994: Reviewed 2011

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ASPEN PEAKS SCHOOL DISTRICT

Policy No. 4735

Personnel Records

1. PERSONNEL RECORDS

1.1. Personnel records are open 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 of 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 employee performance. Any items to be placed in the official file which might be considered derogatory or negative must first be read by the educator. The educator shall be requested to acknowledge the material by signing which indicates that the material has been seen, but the signature does not necessarily indicate agreement. In the event that an educator will not acknowledge the record to be placed in the files, a discussion with the supervisor shall occur and the material placed in the file with an acknowledgment by the administrator and supervisor indicating that the educator refused to sign.

Board Approvals

- Board Approved: June 19, 1979: Reviewed: 2011

Procedures

No procedures have been established at this time.

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Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4737

Bereavement Leave

1. BEREAVEMENT LEAVE

1.1. Absence caused by the death of members of the immediate family may be construed as health/disability leave. Members of the immediate family include spouse, person living in the same immediate household, mother, father, child, brother, and sister. Members of the extended family include, aunt, uncle, first cousin, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother,grandfather, grandmother-in-law, grandfather-in-law, and grandchildren. or one (1) day per year for a close friend.

1.1.1. A pregnancy that ends in a miscarriage or a stillborn child shall count as the loss of an immediate family member for both parents.

1.2. An administrator may be absent up to five (5) working days at the death of an immediate family member and up to three (3) working days for an extended family member, or one (1) day per year for a close friend without loss of salary. In instances where extenuating circumstances warrant additional time off, the administrator may request in writing to the Executive Director of Human Resources additional consideration which may be granted.

1.3. Two additional days beyond the allowed bereavement days listed in 1.2 at the cost of a personal day per day may be granted upon approval of the supervisor for absence caused by the death of spouse, child or parent.

1.4. In the event that bereavement leave is needed for other legitimate reasons not covered above, requests should be made in writing directly to the Executive Director of Human Resources.

1.5. Bereavement leave may be taken at any time during the school year, including the first and last weeks of school, and before and after

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Christmas Break.

Board Approvals

- Board Approved: May 15, 1984: Revised September 1985; October 1990; September 1993; October 2011; August 2014

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4738

Sabbatical Leave

1. SABBATICAL LEAVE

1.1. Procedures and regulations governing administrator use of sabbatical leave shall be the same as for other certificated employees.

Board Approvals

- Board Approved: May 15, 1984: Reviewed: 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4740

Military Leave

STATEMENT OF POLICY

The Aspen Peaks School Board supports and appreciates the service of members of the Armed Forces. In compliance with Utah Code 71A-8-102, leave is extended for the normal Reserve training and instruction requirements of our Reserve employees.

1. MILITARY LEAVE

1.1. All state employees and all employees of any county and municipality thereof who are or shall become members of the organized Reserve of the United States Army, Navy, Air Force and Marines, shall be allowed full pay for all time not in excess of fifteen (15) days per year spent on duty at annual encampment or rifle competition or other duties in connection with the Reserve training and instruction requirements of the Army, Navy, Air Force and Marines of the United States. This leave shall be in addition to annual vacation leave with pay.

1.2. The Board of Education will allow up to fifteen (15) contract days with prior approval of the Superintendent or designee, for contracted employees to participate in required military assignments. Any days taken beyond the fifteen (15) contract days will be docked with the cost equivalent out of pocket to the employee being that of a vacation day for each day missed. Employees may also elect to request time off without pay.

1.3. Military leave may be broken into ~~two~~ separate leaves. This shall not be construed to mean that more than fifteen (15) contract days of leave may be taken, only that multiple leaves per year will be allowed; not to exceed

fifteen (15) contract days in total.

Board Approvals

- Board Approved: January 27, 2026

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4742

Interruption of Vacation to Begin Another

1. INTERRUPTION OF VACATION TO BEGIN ANOTHER TYPE OF PAID LEAVE

1.1. Managerial employees may interrupt their vacation or terminate their vacation to begin sick leave, bereavement leave, or jury duty leave without a return to active service provided the following provisions are met:

1.1.1. The employee, whenever possible, shall give his immediate supervisor notice that a break in vacation leave is necessary.

1.1.2. The employee shall be required to sign on a prescribed form a statement giving the reasons that an interruption or termination of vacation leave is necessary.

1.1.3. Subject to final approval of such interruption or termination of vacation leave by the Superintendent, the immediate supervisor shall take whatever steps are necessary to be assured that adequate and reasonable problems existed which required the interruption or termination of vacation to begin another type of paid leave.

Board Approvals

- Board Approved: May 15, 1984: Reviewed 2011

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Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4744

Leaves of Absence Without Pay

1. LEAVES OF ABSENCE WITHOUT PAY

1.1. Administrators may apply for a leave of absence as an administrator without pay for such reasons as maternity, adoption, health problems and further education. Such leaves may not exceed one year. Such leaves may not be granted to accept other employment.

1.2. Administrators returning from a leave of absence shall be entitled at the end of the leave to the position they left or to a position comparable to the one vacated.

1.3. An administrator on leave of absence shall be required to notify the district in writing, not later than March 1, of his/her intent to return. Failure to provide such notice shall void the District's obligation to re-employ the administrator.

1.4. All employment benefits to which an administrator was entitled at the time the leave commenced shall be restored upon returning to employment.

Board Approvals

- Board Approved: May 15, 1984: Reviewed 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4746

Personnel File

1. PERSONNEL FILE

1.1. The personnel file of an administrator shall be available for inspection/challenge by the administrator. Any item within the file may be petitioned to be removed. Material judged to be inaccurate or unfounded shall be removed and destroyed. Anonymous material shall not be deemed suitable to be placed in an administrator's file.

Board Approvals

- Board Approved: May 15, 1984

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4750

Retired Administrator Insurance

1. RETIRED ADMINISTRATOR INSURANCE

1.1. Those administrators hired prior to May 27, 1995, who retire* subsequent to the 1988-89 school year from the district with at least 10 years full time service as a contracted employee in Aspen Peaks School District and who have reached age 65 will be provided a supplemental health insurance policy. The policy issued by Educators Mutual Insurance Company will supplement the Medicare/Medicaid Insurance. The 10 required years need not be consecutive.

1.2. The Educators Mutual supplement is only available to those who are covered at the time of retirement with the Educators Mutual Plans.

1.3. Board approved retirement insurance supplements other than Educators Mutual are available. A retired administrator may opt for such other available supplemental insurance provided that Aspen Peaks School District will pay no more for the supplement than the cost required to provide the Educators Mutual supplement.

*Retire is interpreted to mean either qualifying for and electing to take early retirement from the Aspen Peaks School District or retirement at age 65 or later from the Aspen Peaks School District.

Board Approvals

- Board Approved: May 15, 1984: Negotiated Revision: August 26, 1996

Procedures

No procedures have been established at this time.

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Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4751

Medical, Surgical and Extended Health Insurance

Statement of Policy

The Aspen Peaks School District Board of Education recognizes that health benefits for employees are an important benefit for employees and contributes to the hiring of highly qualified staff and their retention. Therefore, the Board provides such employee resources as an important fringe benefit to its employees. The Board has designated the Superintendent or designee to apply this policy.

1. MEDICAL, SURGICAL, AND EXTENDED HEALTH INSURANCE

The Administrator's Association agrees to share the cost of insurance increases minus the WPU increase for the 2000-2001 school year.

1.1. Full-time contracted administrators are provided a medical, surgical, and extended health insurance program as a fringe benefit. The cost of the District designated insurance is paid in full by the Board of Education for all administrators who qualify (and make application within thirty (30) days of start of service). Administrators new to the District and those wishing to make open enrollment changes will be offered the District designated insurance as the only fully paid option. Other plans may be offered as options. However, if the premiums for these options exceed the District designated premium, the employee will need to pay the difference. Those current administrators who choose a plan other than the District designated plan will be charged a monthly co-pay. Administrators must make an application and qualify within thirty (30) days of start of regular contracted service to receive coverage.

1.2. The insurance benefits become effective on the first of the month following the employee's first contracted day, not at the time the prospective administrator signs a contract.

1.3. An administrator is continuously insured from the time he starts rendering service on his contract for as long as the administrator is with the District.

1.4. The insurance coverage ends at the end of the month in which the contract is terminated. The employee will pay their portion of the insurance premium for that month. An employee will not receive more than twelve (12) months insurance for one contract year of service.

Board Approvals

- Board Approved: April 8, 1986: Revised: July 14, 1992; September 7, 1993; December 9, 2025

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

This policy was adopted already on May 14, 2026

Policy No. 4752

Retirement Incentive

Statement of Policy

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.

Definitions

1. **Salary Schedule Base**: salary amount listed on the bottom of the "Teacher Salary Schedule" Lane 1, Step 1.
2. **Educator's base contract amount**: current lane and step on TCH A (for elementary educators) and TCH B (for secondary educators) for eight (8) hour contracts.
3. **Actual reduction**: method used to adjust pension or retirement benefits to those who retire before the standard retirement age. Those in this situation (without thirty (30) URS years of service or age sixty-five (65)) will get 3% less for every year between sixty (60) - sixty-five (65) and 7% less for every year below sixty (60).
4. **Social Security offset**: to be eligible for the early retirement incentive, you must be younger than your full social security retirement age. An employee approaching their social security retirement age (forty-eight (48) months or less) will have a reduction month by month until there is no benefit left at their full social security retirement age.

1. RETIREMENT INCENTIVES & ELIGIBILITY

1.1. An Administrator of the Aspen Peaks School District shall receive this benefit if they:

1.1.1. submit the online form to Human Resources by February 1st of the employee's last completed contract year, (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.)

1.1.2. are employed by the District as a contracted employee for the required time period immediately preceding retirement,

1.1.3. retire at the end of a contract (for extenuating circumstances the Superintendent or designee may allow an educator to retire prior to the end of a contract year and receive this benefit),

1.1.4. agree to, if requested by the District, substantiate the unreduced old age insurance benefits (Social Security) and

1.1.5. meet one (1) of the following criteria:

2. STIPEND ELIGIBILITY

2.1. Has completed immediately preceding retirement, a minimum of fifteen (15) current, consecutive, full-time years with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District to qualify for a stipend, and is or will be, during the contract year of retirement at least sixty (60) years of age, or

2.2. Has completed immediately preceding retirement, a minimum of fifteen (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. Administrators who are contracted at .5 or greater, and have completed

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immediately preceding retirement, a minimum of fifteen (15) years of current, consecutive, service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District, and are or will be, during the contract year of retirement, at least sixty (60) years of age, shall be eligible for the stipend using the prorated formula defined in 2.4.1. or

2.4. Administrators who are contracted at .5 or greater, and have completed immediately preceding retirement, a minimum of fifteen (15) years of current, consecutive, service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain 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 fifteen (15) to arrive at the average percentage of contract over the fifteen
(15) 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. STIPEND CALCULATION

3.1. Administrators 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. Administrators retiring after July 1, 2017, will receive a stipend equal to 50% 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. Administrators 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. Beginning with employees who retire after July 1, 2023, if death of the retired educator receiving benefits should occur, insurance benefits for the eligible beneficiary shall terminate forty-five (45) days following the death, and stipend benefits shall be paid to the retired educator's designated beneficiary. 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 twelve month period beginning with the month benefits start under this policy and each anniversary thereafter.

4. PURCHASE OF RETIREMENT SERVICE CREDIT

4.1. Aspen Peaks School District follows Utah Retirement Systems (URS) guidelines for purchase of retirement service credit.

5. INSURANCE ELIGIBILITY- Including Post COBRA

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Benefits

5.1. Has completed, immediately preceding retirement, a minimum of twenty (20) years (fifteen (15) of which must be current and consecutive) qualify for the four (4), five (5), or six (6) years of retired insurance articulated in 5.0, *(1) full-time professional service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District, and is, or will be, during the contract year of retirement at least sixty (60) years of age.

5.2. Has completed immediately preceding retirement a minimum of twenty (20) years, fifteen (15) must be current, consecutive, to qualify for the four (4), five (5), or six (6) years of retired insurance in 5.0, * (2) full-time professional service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District, and has accumulated sufficient years of service under the Utah State Retirement System rules to qualify for full, unreduced pension benefits**.

5.3. Administrators who are contracted at .5 or greater and have completed immediately preceding retirement a minimum of twenty (20) years, fifteen (15) of which must be current, consecutive to qualify for the four (4), five (5), or six (6) years of retired insurance in 5.0 professional service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain School District and are, or will be, during the contract year of retirement, at least sixty (60) years of age, shall be eligible for retirement incentives under the prorated formula defined in 2.4.1 or

5.4. Administrators who are contracted at .5 or greater and have completed immediately preceding retirement a minimum of twenty (20) years, fifteen (15) of which must be current, consecutive to qualify for the four (4), five (5), or six (6) years of retired insurance in 5.0 professional service with Aspen Peaks School District and/or its predecessor Alpine School District or sister districts Timpanogos School District or Lake Mountain 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.

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

6. RETIRED EMPLOYEE INSURANCE BENEFIT

6.1. 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 (Spouse and dependent coverage may not exceed what is granted to the retiring employee.):

6.1.1. 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.

6.1.1.1. 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.

6.1.2. 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.

6.1.3. For those administrators hired prior to July 1, 2000 the insurance coverage will continue for the number of eligible years regardless

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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 4254 and 4255.

6.1.4. If a retiree is covered by a post-retirement medical plan and chooses not to participate in the Aspen Peaks School District medical benefits, they may sell the Aspen Peaks School District medical plan back to Aspen Peaks School District for 25% of the premium for which they qualify.

7. RETIRED EMPLOYEE DEPENDENT INSURANCE BENEFIT: Including Post-COBRA Benefits

7.1. Insurance benefits for a spouse and/or dependents can be earned by administrators 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.

7.1.1. If the spouse or dependent becomes eligible to join Medicare (except as noted in 6.1.5) or is enrolled in another employer sponsored health insurance plan or is eligible for another employer sponsored health insurance plan that is fully funded by the employer, the benefits cease until the spouse is not longer eligible for coverage under the other plan and again applies for coverage under HIPPA, which allows for a special enrollment period to maintain continuous coverage when insurance is lost. The years of spouse and dependent eligibility begin running upon the date the insurance terminates as a result of the educator retirement regardless of eligibility or membership in another health insurance plan.

7.1.2. 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.

7.1.3. 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.

7.1.4. 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.

7.2. 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.

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

7.4. 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.

7.4.1. Calculations for the retirement incentive will be calculated once at the time of retirement. The total amount allowed by the IRS guidelines will be deposited at the time of the first retirement payment. Additionally payments, if needed, will be in January of next year.

7.4.2. 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.

7.4.2.1. The "A" fund will contain the current finances 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.

7.4.2.2. 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.

8. ONCE SUBMITTED, RETIREMENT FORMS MAY NOT BE RESCINDED

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

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

8.3. *** The word "another" refers to insurance coverage other than that provided by Aspen Peaks 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 Aspen Peaks School District.

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

Board Approvals

- Board Approved: October 14, 1986: Revised: October 14, 1986; September 7, 1993; August 26, 1996: Negotiated Revision: July 26, 2000; December 9, 2025;

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Citations

Utah Retirement Systems

Policy No. 4754

Term Life Insurance

1. TERM LIFE INSURANCE

1.1. The Board of Education will provide to the administrators of the District a term life insurance policy in the amount of $20,000 (Educators Mutual Insurance will provide $15,000 double indemnity/accidental death/dismemberment and the Board of Education will provide $5,000). The premium on this policy will be paid by the School District.

1.2. The Board of Education will provide a $5,000 Term Life Insurance policy for all eligible spouses and dependent unmarried children from 14 days of age to age 23.

Effective date September 15, 1983.

Board Approvals

- Board Approved: May 15, 1984: Negotiated Revision: August 26, 1996: Reviewed: 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

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Policy No. 4756

Administrative Salary Schedule

1. ADMINISTRATIVE SALARY SCHEDULE

1.1. Administrators will be paid according to the existing salary schedule as approved by the board of education.

Board Approvals

- Board Approved: September 24 1985; July 10, 2000: Reviewed: 2011

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4759

Orderly Termination Policy for Administrators

1. ORDERLY TERMINATION POLICY FOR ADMINISTRATORS

1.1. Definition of Terms

1.1.1. Provisional Administrator: An administrator who has served less than three consecutive full years in the District in an administrative assignment.

1.1.1.1. Any administrator who transfers into the District with previous administrative experience will maintain provisional status for a minimum of one year before achieving career status.

1.1.2. Career Administrator: Any administrator who has completed three or more successful years as an administrator in Aspen Peaks School District and who has not been retained as a provisional administrator, or has not been placed on probation. Administrators with prior administrative experience may be classified as career administrators after a minimum of one year provisional status.

1.1.3. Administrator: All personnel who are paid on the administrative salary schedule or the division administrator's salary schedule. The Superintendent and Business Administrator are exempted from this policy.

1.1.4. Probationary Administrator: A career administrator who, because of unsatisfactory performance, has been placed on probationary status.

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1.1.5. Contract Term: The period of time an administrator is engaged by the school district pursuant to a written contract.

1.1.6. Termination:

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

1.1.6.2. Reduction in salary of a provisional administrator during the current contract term not generally applied to all administrators of similar status in the employ of the School District.

1.1.6.3. Reduction in salary of a career administrator not generally applied to all career administrators of similar status in the employ of the School District.

1.1.6.4. Change of assignment of a career administrator with accompanying reduction in pay, unless the agreement of the career administrator for such reduction has been obtained in writing.

NOTE: Special salary addendas to the salary schedule for administrators may be changed or withdrawn by the Superintendent as the needs of the District dictate without orderly termination consideration. Supplements paid for educational degrees are part of the administrator's base salary and are not considered to be salary addendas.

2. TERMINATION PROCEDURES

2.1. Provisional Administrator:

2.1.1. A provisional administrator shall be supervised by his/her immediate supervisor. Evaluation of performance shall be conducted in accordance with the current administrative evaluation procedure.

2.1.2. If a supervisor determines that a provisional administrator's performance is not satisfactory, the supervisor will submit a letter to the superintendent recommending one of the following:

2.1.2.1. That the provisional administrator be officially notified of the District's intention to not offer a contract in a subsequent contract term.

2.1.2.2. During the final year on provisional status that the provisional administrator be officially notified of the district's intention to retain the administrator on provisional status for one additional year.

2.1.3. If the Superintendent agrees with the recommendation of the supervisor for termination or extension of provisional status, the Superintendent/designee shall hand deliver the notice of termination or extension to the administrator or send it by certified mail to the person's last known address. The provisional administrator shall receive the above written notice not later than April 1. The notice will contain a clear and concise statement that the administrator's contract will not be offered in a subsequent contract term or that the provisional status of the administrator will be extended for a period of one year. The administrator may request an informal conference with the superintendent and the supervisor.

2.1.4. In cases of extreme incompetence or unsatisfactory performance, as determined by the supervisor, with the concurrence of the superintendent, provisional administrators may be terminated during the contract term upon receipt of thirty days written notice.

2.1.5. The provisional administrator may request an informal conference with the superintendent and supervisor to review the reasons for termination and to present his/her case. The administrator may be accompanied by an Administrative Association representative if desired (See Managerial Policy No. 4720). Legal counsel will be excluded.

2.2. Career Administrator

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2.2.1. If a career administrator is not performing in an acceptable and satisfactory manner, the Superintendent or a designee may:

2.2.1.1. Officially place the career administrator on probation.

2.2.1.2. Notify the career administrator of the District's intention not to renew the person's contract.

2.2.1.3. Notify the career administrator of the District's intent to reassign the administrator to the classroom or other assignment with a reduction in salary (see 1.1.6.2 above).

NOTE: In each alternative above, written notification will be hand delivered or sent by certified mail to the career administrator not later than April 1. The career administrator will retain the rights provided in 2.2.2.

2.2.2. If a career administrator is to be terminated, the following procedures of due process shall occur:

2.2.2.1. The administrator will be given written notice, with reasons listed, that continued employment is in question and that the administrator may request an informal conference with the supervisor. This notice shall be hand delivered to the administrator or sent by certified mail to the person's last known address not later than March 1.

2.2.2.2. Following the notice outlined in 2.2.2.1, the administrator may request an informal conference with the supervisor to review the reasons for possible termination. This conference must be requested in writing within ten days of the receipt of the written notice from the superintendent or a designee.

2.2.2.3. If the District determines that the administrator is to be terminated he/she shall be given written notification of termination by April 1. This notice shall be hand delivered to the administrator or sent by certified mail

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to the person's last known address. The notice shall contain a clear and concise statement that the administrator's contract will not be renewed for the coming year and shall specify the reasons for the termination. The notice shall also state that the administrator may request a hearing in writing to the superintendent within ten days following receipt of the notice.

2.2.2.4. If an administrator wishes to challenge a proposed termination, he/she may request a hearing. The request must be in writing to the Superintendent within ten days following the receipt of the termination notice. At the option of the Board, the hearing will be conducted by the Board of Education or by its designated hearing officer. The hearing will be conducted pursuant to the Open and Public Meeting Act, Section 52-4-1 et seq. of the Open and Public Meeting Act. In the event the Board determines to appoint a hearing officer, the hearing officer will issue a determination within fifteen days of the close of the hearing. The Board may adopt in whole or in part said recommendation or may conduct additional hearings and receive additional evidence. The Board will issue its determination in the matter within ten days of receipt of such additional information (if any). In the event the Board of Education conducts the hearing, written notice of its findings and final determination will be made within 15 days of the close of the hearing.

2.2.2.5. If the administrator does not ask in writing for a hearing within ten days following the receipt of the termination notice, the termination will be considered complete, and the written notice of intention to terminate employment will also serve as a written notice of final termination by the board.

2.2.2.6. Nothing herein shall be construed to limit the right of either the Board of Education or the administrator to seek review of the decision of the board of education in an appropriate court of law.

2.2.2.7. Items to be considered in an orderly termination process must also satisfy the provisions of Aspen Peaks School District Board of Education Managerial Policy No. 4735 - Personnel Records.

3. ADMINISTRATIVE LEAVE

3.1. It is the policy of the Aspen Peaks School District to give the Superintendent discretion when the situation warrants, to place an administrator on temporary leave. Such leave is a method for protecting the interests of students, the District, and the administrator. These procedures are in addition to the procedures providing for suspension as outlined in 4759, 3.0.

3.2. The following procedures are to be adhered to in implementing the administrative leave policy stated above:

3.2.1. When the Superintendent determines that an administrator should be placed on leave, the Superintendent or a designee shall give written notice to the administrator of the reasons for the leave and a time for an informal conference when the administrator can discuss the matter with the Superintendent or a designee.

3.2.2. At the informal conference, the Superintendent or designee shall discuss the reasons with the administrator giving the administrator a chance to be heard concerning them.

3.2.3. If, in the Superintendent's discretion, termination action is warranted, such action shall follow the procedures outlined in 4759, 2.0.

3.2.4. The administrator may be returned to active service at such time and position as determined by the Superintendent. In the event employment action other than termination is taken,

the administrator may have an informal conference with the superintendent or designee.

4. SUSPENSION

4.1. The active service of an administrator may be suspended pending an investigation or hearing when it is likely that the continued employment of that individual may be harmful to the students or to the mission of the District. Written notice of suspension is prepared by the Superintendent or a designee and shall be hand delivered or sent by certified mail to the administrator being suspended. The letter must state the reason for suspension and advise the administrator of his right to request a hearing. If suspension is without pay and if the administrator is subsequently reinstated, complete back pay shall be awarded. Fringe benefits will not be terminated during suspension.

5. TERMINATION FOR CAUSE

5.1. The active service of any administrator may be terminated by the District during the contract term for cause. Notification shall be given in writing at least fifteen days prior to the proposed date of termination.

5.1.1. Causes which may be considered for such action include, but are not limited to

5.1.1.1. insubordination, including but not limited to (a) refusal to do assigned work (b) persistent and willful violations of laws or direct orders.

5.1.1.2. conduct involving moral turpitude.

5.1.1.3. conviction of a criminal act.

5.1.1.4. a physical or mental disability which a. despite reasonable accommodation by the district, the administrator is unable to perform the essential functions of the administrative position; or b. the

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administrator is unable to perform the essential functions of the administrator's position and accommodation of the administrator's disability would impose an undue hardship on the district.

5.1.1.5. unprofessional conduct.

5.1.1.6. incompetency.

6. REDUCTION IN FORCE

6.1. Nothing in this policy shall be construed to preclude staff reduction when necessary to decrease the number of administrators because of the discontinuance of a particular service, the decreased student enrollments in the District, the consolidation of schools or the shortage of anticipated revenue after the budget has been adopted or because of school consolidations.

Board Approvals

- Board Approved: March 11, 1986 - Effective July 1, 1986: Revised May 12, 1992

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.

Policy No. 4765

Conflict of Interest

1. CONFLICT OF INTEREST

1.1. It is the policy of Aspen Peaks School District to protect public interests and to maintain the faith and confidence of citizens in the integrity of the public schools and school employees by setting standards of employee conduct which preclude actual or potential conflicts of interest between their public duties and their private interests. It is the District's intent to maintain high standards of employee conduct by prohibiting employees from improperly disclosing or using information, from using their positions to secure privileges or exemptions, or from accepting employment which would impair independence of judgment or ethical performance (UCA 67-16-1, et. seq.).

Board Approvals

- Board Approved: December 14, 1993: Reviewed: February 12, 2012

Procedures

No procedures have been established at this time.

Rules & Regulations

No rules & regulations have been established at this time.