

Morgan County School District

PROFESSIONAL AGREEMENT 2009 – 2010

MORGAN COUNTY BOARD OF EDUCATION

Joey Skinner, President
Bruce Galbraith, Vice President
Neil Carrigan, Member
Ken A. Durrant, Member
Dr. K. Earl Ericksen, Member

ADMINISTRATION

Ronald F. Wolff, Superintendent
D'Lynn Poll, Business Administrator
Ken Adams, High School Principal
Mike Madeo, Middle School Principal
Laraine Whitear, Elementary School Principal
Thomas McFarland, Mountain Green Elementary School Principal

MEA LEADERSHIP

Gina Stuart, President
Jared Barlow, Vice-President
Carrie Carpenter, Secretary

Table of Contents

Title Page

Article 1

Definitions

- 1-1 Educator
- 1-2 District
- 1-3 Association
- 1-4 Superintendent
- 1-5 School Year
- 1-6 Agreement
- 1-7 Board

Article 2

General Provisions

- 2-1 Agreement
- 2-2 Non-Discrimination
- 2-3 Ratification
- 2-4 Board of Education Authority

Article 3

Representation

- 3-1 Eligible Representation

Article 4

Amendments to Agreement

- 4-1 Requests for Amendments
- 4-2 Initiating Amendments
- 4-3 Conducting Discussions
- 4-4 Adopting Amendments
- 4-5 Impasse

Article 5

Grievance

- 5-1 Definitions
- 5-2 Purpose
- 5-3 Procedure
- 5-4 Rights of Educators and Representation

Article 6

Leave of Absence

- 6-1 Leave without Pay
- 6-2 Sick Leave Benefits
- 6-3 Personal Leave
- 6-4 Personal Injury Benefits
- 6-5 Bereavement Leave
- 6-6 Short Term Leave of Absence
- 6-7 Sabbatical Leave
- 6-8 Professional Improvement Leave
- 6-9 Leave Use Restricted to Basic Contract Days

Article 7

Compensation

- 7-1 Salary Provisions
- 7-2 Health/Life Insurance

Article 8

Educator Protection

- 8-1 Liability Insurance

Article 9	Educator Files 9-1 Official Personnel Files
Article 10	Transfers and Assignments 10-1 Procedures
Article 11	Orderly Termination/Breach of Contract 11-1 Termination Procedures 11-2 Reduction/Recall Procedures 11-3 Breach of Contract
Article 12	Evaluations 12-1 Educator Evaluations
Article 13	Daily/Annual Schedule 13-1 Daily Schedule 13-2 Work Year 13-3 Duty-Free Lunch 13-4 Leaving Building During Lunch 13-5 Preparation and Planning Time
Article 14	Association Use of School Facilities 14-1 Use of Building for Meetings 14-2 Distribution of Materials
Article 15	Summer School, Continuing Education, and Remediation Programs 15-1 Positions Offered to Educators
Article 16	Early Retirement 16-1 Compensation 16-2 Qualifications 16-3 Stipends 16-4 Procedure
Article 17	Duration of Agreement
	Salary Schedules A
	Salary Schedules B

Disclosure Statement Provided by the District

Senate Bill 56 was passed during the 2007 session and incorporated into law under UCA 53A-3-426. It states that school districts must allow education employee associations equal access to the distribution of information to teachers' or employees' physical or electronic mailboxes; and membership solicitation at new teacher or employee orientations. The change in the law also prohibits school districts from establishing or maintaining procedures that favor one education employee association over another; or explicitly or implicitly endorsing an education employee association; and prohibits a schools' calendar and publications from referring to the name of any education employee organization in reference to any break in the school calendar.

The Professional Agreement has not been adjusted to reflect the changes in law. Under the provisions of Article 2-4-1, the validity of Articles 2-1-1 and 3-1-1 are in serious question. **The Morgan Education Association and the Morgan School District began discussions on appropriate language changes during the spring of 2009. Those discussions are scheduled to continue during the fall of 2009. The language in question is in italicized in the agreement's text.**

**PROFESSIONAL AGREEMENT
2009 - 2010**

THIS AGREEMENT is made and entered into by and between **THE BOARD OF EDUCATION OF THE MORGAN COUNTY SCHOOL DISTRICT** and the **MORGAN EDUCATION ASSOCIATION**.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

Definitions As Used In This Agreement

- | | | |
|-----|-------------------------|---|
| 1-1 | Educator
1-1-1 | "Educator" means all licensed/non administrative instructional staff identified in Article 3. |
| 1-2 | District
1-2-1 | "District" means the Morgan County School District. |
| 1-3 | Association
1-3-1 | "Association" means the Morgan Educational Association. |
| 1-4 | Superintendent
1-4-1 | "Superintendent" means the Superintendent of Schools of the Morgan County School District. |
| 1-5 | School Year
1-5-1 | "School Year" means the period of time from the first day of opening institute in the fall, through the closing of the District's schools in the spring as established by the official school calendar. |
| 1-6 | Agreement
1-6-1 | "Agreement" means this Professional agreement between the District and the Association. |
| 1-7 | Board
1-7-1 | "Board" means the Board of Education of The Morgan County School District. |

ARTICLE 2

General Provisions

- | | | |
|-----|--------------------|--|
| 2-1 | Agreement
2-1-1 | This Agreement shall, by reference, be deemed to be a part of <i>each individual educator's employment agreement</i> . |
|-----|--------------------|--|

- 2-2 Non-Discrimination
 - 2-2-1 The District and the Association shall not discriminate against any educator on the basis of age, race, creed, color, national origin, sex, marital status, or a handicapping condition. The district will not discriminate against any educator on the basis of membership or non-membership in any professional organization.
- 2-3 Ratification
 - 2-3-1 No change, revision, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the District and the Association and endorsed in writing.
- 2-4 Board of Education Authority
 - 2-4-1 The District and Association recognize that the Board of Education has certain powers, discretions and duties that, under the Constitution and laws of the State of Utah, may not be delegated, limited or abrogated by agreement with any party.

ARTICLE 3

Representation

- 3-1 Eligible Representation
 - 3-1-1 The District hereby recognizes the Association *as the exclusive representative* of the educators of Morgan County School District. Such recognition shall be effective during the term of this Agreement. This provision does not preclude the district's authority to negotiate individual contracts of employment including salaries and/or benefits when in the best interest of the school district and disclosed during the public portion of a school board meeting. MEA officers will also be notified. No later than September 30, of each contract year, the Association shall certify to the District that a majority of the educators, employed by the District, have selected the Association as their representative. It is agreed that said educators shall include the following:
 - Teacher
 - Counselor
 - Psychologist
 - Social Worker
 - Speech Therapist/Technician**
 - Specialist

ARTICLE 4

Amendments to Agreement

- 4-1 Requests for Amendments
 - 4-1-1 Requests for amendments may be made by the District or the Association between **March 1 and April 30** of the concluding year of the agreement **and** must be made and agreed upon by **May 31**, unless extended by mutual consent.
- 4-2 Initiating Amendments
 - 4-2-1 Requests for amendments to the agreement may include: salary schedule, benefits, and such other matters as mutually agreed upon. Such a request will specify, in writing, the items to be considered.
 - 4-2-2 A written response shall be made within ten days of the receipt of any such written request.

- 4-2-3 Discussions on proposed amendments will be conducted at times and places mutually agreeable to both parties. The first meeting shall be held within ten day of such written response.
- 4-3 Conducting Discussions
 - 4-3-1 The Board and the Association teams will have the option of selecting one spokesman for each team, who will present relevant data, exchange points of view, and make proposals and counter proposals.
 - 4-3-2 Either party may, if it so desires, utilize the services or outside consultants and may call upon professional and lay representatives to assist in data collection and analysis.
 - 4-3-3 If meetings are scheduled during the school day, appropriate substitutes will be provided by the District.
- 4-4 Adopting Amendments
 - 4-4-1 Any amendments to this Agreement shall be reduced to writing, approved by the Board and the Association, dated, and signed. Approved changes shall be included in the agreement. The Board agrees not to adopt any policy or procedure in conflict with this Agreement unless required by law.
- 4-5 Impasse
 - 4-5-1 When discussing as described in section 4-3 reaches an impasse, the Board and the Association shall mutually agree upon a mediator. The Board and the Association will share costs equally.
 - 4-5-2 If a mutual agreement regarding a mediator is not reached within fifteen (15) days, the Board and Association shall call upon the USBA and UEA to select a mediator.

ARTICLE 5

Grievance

- 5-1 Definitions
 - 5-1-1 A "grievance" is an alleged violation of this agreement.
 - 5-1-2 A "grievant" is the educator or educators having the grievance.
 - 5-1-3 A "party in interest" is a person or persons making the grievance and any person who might be required to take action or against whom action might be taken in order to resolve a grievance.
- 5-2 Purpose
 - 5-2-1 The purpose of a grievance is to secure, at the lowest possible administrative level, equitable solutions to possible violations of this Agreement. All parties shall cooperate and act in good faith to resolve the grievance.
 - 5-2-2 Any grievant has the option of having a representative present beginning with Formal Level One.
 - 5-2-3 Grievant must notify immediate supervisor within five (5) school days of the alleged act or condition.
- 5-3 Procedure
 - 5-3-1 Informal Level One
Within five (5) school days, after notification of a grievance, the immediate supervisor shall discuss the grievance with the grievant with the intent to resolve the matter.

- 5-3-2 Formal Level One
 - 5-3-2-1 If the grievant is not satisfied with the disposition of his/her grievance at the Informal Level, or if no decision has been rendered within ten (10) school days after discussion of the grievance, he/she may file the grievance in writing (using appropriate forms). Formal Level One will list action or inaction that led to the grievance, the Article(s) allegedly violated, and the remedy sought with the grievant's immediate supervisor.
 - 5-3-2-2 Within ten (10) school days after receipt of the written grievance by the immediate supervisor, the immediate supervisor shall meet with the grievant and or representative in an effort to resolve the matter.
 - 5-3-2-3 If the grievant is not satisfied with the disposition of his/her grievance at Formal Level One, or if no decision has been rendered within ten (10) school days after presentation of the written grievance, the grievant may elect to pursue the matter to Formal Level Two.

- 5-3-3 Formal Level Two
 - 5-3-3-1 If the grievant is not satisfied with the disposition of his/her grievance at Formal Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance with the Superintendent in writing, listing the administrative action or inaction that led to the grievance, the Article(s) allegedly violated, and the remedy sought.
 - 5-3-3-2 Within ten (10) school days after receipt by the Superintendent of the written grievance, the Superintendent shall meet with the grievant in an effort to resolve the matter.
 - 5-3-3-3 If the grievant is not satisfied with the disposition of his/her grievance at Formal Level Two, or if no decision has been rendered within ten (10) school days after presentation of the written grievance to the Superintendent, the grievant may elect to pursue the matter to Formal Level Three.

- 5-3-4 Formal Level Three
 - 5-3-4-1 Within ten (10) days of receiving the decision of the Superintendent or designee at Formal Level Two, the grievant may appeal the decision through the Superintendent to the Board of Education. This appeal must be in writing and all documentation generated as it relates to the grievance must be attached.
 - 5-3-4-2 The Board of Education, through the Superintendent, will then notify the grievant when the hearing of the appeal shall be closed. The Board shall report any decisions made at the next regularly scheduled meeting of the Board of Education.
 - 5-3-4-3 The decision of the Board of Education shall be final.

5-4 Rights of Educators and Representation

- 5-4-1 No reprisals of any kind shall be taken by either party or by any member of the administration or the Association against any party in interest or any other participant in the grievance procedure by reason of such participation.
- 5-4-2 Any party in interest may be represented and/or accompanied at any formal level of the grievance procedure by an MEA Association officer or other person of his/her own choosing.
- 5-4-3 Decisions rendered at Formal Levels One, Two, and Three of the grievance procedure shall be given to the grievant in writing.

- 5-4-4 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the party of interest.
- 5-4-5 To facilitate operation of the grievance procedure, necessary forms will be made available at each school.
- 5-4-6 The District agrees to make available to the grievant all relevant information in its possession or control, not privileged under law.
- 5-4-7 When it is necessary for an educator, grievant, or party of interest to attend a meeting or a hearing called by the Superintendent or designee during the school day, a substitute will be provided.

ARTICLE 6

Leave of Absence

6-1 Leave Without Pay

- 6-1-1 Any educator may apply for a leave of absence for up to one school year. Leaves without pay may be granted by the District for the following reasons: compulsory military service, extended illness, childcare, and other requests as may be approved. Upon expiration of the leave of absence, the educator shall be returned to the first available position for which he/she has necessary credentials. Returning educators must notify the district of intent to return ninety (90) days prior to the end of the leave.

6-2 Sick Leave Benefits

- 6-2-1 All educators shall be entitled to sick leave benefits for personal illness or for serious illness of immediate family members which includes: spouse, father, mother, father-in-law, mother-in-law, brother, sister, son or daughter, daughter-in-law, son-in-law, or persons who have assumed these roles or other persons for whom the educator has assumed immediate family responsibility. Medical verification may be required.
- 6-2-2 The annual sick-leave allowance for nine-month educators shall be nine (9) days at full pay with unlimited accumulation. At the time of retirement, the educator will not be compensated for any days in excess of one hundred eighty (180). (The change from ten days to nine days was made in the spring of 2008 to go into effect the fall of 2008.)
- 6-2-3 One additional day of annual sick leave will be added for each additional 20 days served beyond the regular school year.
- 6-2-4 For new educators employed by the District, allowance for sick leave shall not be operative until the individual has reported for duty.
- 6-2-5 The sick-leave allowance for educators not serving the full year will be prorated according to amount of time served.
- 6-2-6 Twenty-five percent (25%) of unused sick leave will be paid if application for disability or state retirement is approved and the individual terminates employment with the district.
 - 6-2-6-1 The amount paid to the employee for unused sick leave will be based on that employee's attendance record while employed with the Morgan County School District **using the indexed salary schedule**. (Maximum 25% of 180 days or 45 days)
 - Accumulation of 60% of the total number of days allocated, pay will be 100% of that individual's daily rate at the time of their retirement. Accumulation of 50% of the total number of days allocated, pay will be 75% of that individual's daily rate at the time of their retirement.

- Accumulation of 40% of the total number of days allocated, pay will be 50% of that individual's daily rate at the time of their retirement.
- Accumulation of less than 40% of the total number of days allocated, pay will be 25% of that individual's daily rate at the time of their retirement.

6-2-6-2 The stipend for sick leave buy-out will either be paid into a medical savings account or deposited into a 401 (K) or a 403 (B) program.

6-2-6-3 In the event of the employee's death, all remaining claims dealing with reimbursement for unused sick leave are null and void as long as the district maintains a minimum of \$50,000 in life insurance on qualified employees who are under a contract and a minimum of \$25,000 of life insurance on former employees who are under the provisions of the early retirement program. If the life insurance benefit is below the limits established in this provision, outstanding claims regarding unused sick leave will be paid to the employee's estate.

6-2-7 If an educator leaves the District on sabbatical or leave without pay, the sick leave will remain intact and continue after re-entering the school system.

6-2-8 The number of sick leave days accumulated will be provided each educator by September 15th of each school year.

6-3 Personal Leave

6-3-1 All educators will be allowed three (3) personal leave days per year, accumulative to six (6) days. When the allocated days for personal leave exceed the maximum accumulation permitted, the excess is transferred to sick leave. (The change from 2/5 days to 3/6 days was made in the spring of 2008 to go into effect in the fall of 2008.)

6-3-1-1 Application shall be made to the principal prior to the time personal leave is requested.

6-3-1-2 All personal leaves are subject to an approved substitute being available.

6-3-1-3 Personal leave shall not be taken to extend the length of a holiday or vacation with the exception of situations in which the employee does not control the event/activity date.

6-3-1-4 Personal leave is not permitted during the opening and closing week of school.

6-3-1-5 With the exception of emergencies, no more than two (2) personal leaves of absence will be approved for the same day in each building. When the maximum number of personal leave days in a building is surpassed, the decision with regards to who will be given leave will be based upon when the leave request was received with the first received having priority.

6-4 Personal Injury Benefits

6-4-1 Whenever an educator is temporarily absent from school and unable to perform his/her duties as a result of personal injuries incurred in the scope and course of his/her employment, he/she shall receive full salary for the extent of accrued sick leave. The educator shall remit any Workers' Compensation received to the District.

6-5 Bereavement Leave

6-5-1 Any educator shall be entitled to a leave of absence from service with pay be granted in the event of a death in the educator's immediate family: (1) spouse, (2) father, mother, father-in-law, mother-in-law, brother, sister, son or daughter or persons who

- 6-8-2 The Superintendent may grant permission to the Association President and/or a representative of the president to attend Association meetings and other Association/District business, which will mutually benefit the Association and the District (not to exceed two school days per year). The Association shall pay the cost of the substitute(s) and other expenses.
- 6-8-3 The Association President and/or his designee will be entitled to two\district days of district paid leave each year to deal with emergency situations within the district. If additional time is required, the cost of the substitute teacher will be paid by MEA/UEA.
- 6-9 Leave Use Restricted to Basic Contract
 - 6-9-1 District paid leaves may only be taken for those days that are part of the basic teaching contract.

ARTICLE 7

Compensation

- 7-1 Salary Provisions
 - 7-1-1 The salary schedules for all educators, covered by this Agreement, shall be as set forth in Schedules A & B, which are made a part of this Article by this reference.
 - 7-1-1-1 All teaching services required of an educator are paid by schedule A unless otherwise stated in the Professional Agreement.
 - 7-1-1-2 All teaching services that are provided outside of the educator's regularly contracted day and at the educator's option are paid by Schedule B unless otherwise stated in the Professional Agreement.
 - 7-1-2 Each school year, prior to September 15, an educator desiring to qualify for a horizontal lane change must submit official transcripts of credits or other evidence of completion of credits to the District Office.
 - 7-1-3 Upon Approval by the District Administration, graduate and upper level (300 or above) undergraduate classes will be accepted as credit for salary lane changes. A waiver to the upper level undergraduate requirement may be obtained in special situations. Both the building principal and superintendent prior to enrollment in the class being considered must approve waivers. Graduate, undergraduate (as defined above) and approved Utah State Office of Education (USOE) in-service courses will be accepted as credit for salary lane changes. No more than one-third of the hours required for designated lane change may come from approved in-service/workshop hours. All lane change credit will be based on the following criteria:
 - A. Courses in the area of teaching major or minor
 - B. Courses in the area of present teaching assignment
 - C. Courses that meet the district goals
 All supportive documents for lane change credit shall be submitted by the teacher to the District Administration for verification.
 - 7-1-4 Salary for the preceding month, and supplemental pay (accrued through the 20th of the month), shall be made the first day of the succeeding month. If the first falls on a holiday or weekend, payments shall be made the preceding day.
 - 7-1-5 Payroll deductions are allowed for professional dues, annuities, etc. as outlined in District Policy.
 - 7-1-6 A contract addendum of \$750 per year will be paid to those who have an Educational Specialist Degree or a second Master's Degree in an area related to their skills and/or job requirements as a professional educator. The addendum will

appear on the salary schedule but will not be affected by an increase on the salary base.

7-1-7 A contract addendum of \$300 per year will be paid to those who have a basic reading endorsement or \$500 per year will be paid to those who have an advanced reading endorsement.

7-1-8 A contract addendum of \$300 will be paid to those with an elementary license (K-8, K-3, 1-6, 1-8) and an elementary or secondary math endorsement.

7-2 Health /Life Insurance

7-2-1 The Board shall make available to educators and their dependents group insurance for hospital, surgical, and extended medical benefits, and life insurance. The educator shall have the benefit of such group insurance during the summer vacation period and until August 31 of the next official school year, provided the educator shall have completed service for the full period of this contract year.

7-2-2 The amount of money available for 7-2-1 shall be reviewed annually by the Association and the Board. The carrier shall be mutually agreed upon between the Board and the employees.

ARTICLE 8

Educator Protection

8-1 Liability Insurance

8-1-1 To the extent, and only to the extent, that the District may be liable for the educator's conduct under applicable Utah Law, the District agrees to provide liability coverage. Such insurance will be of the same scope, nature, and limitation, as liability coverage the District has for its own protection pursuant to the provisions of the "Utah Governmental Immunity Act."

8-1-2 If criminal or civil proceedings are brought against an educator in connection with his/her employment, such educator may request the Board's cooperation in the preparation of his/her defense insofar as the interests of the educator and the Board are not conflicting.

ARTICLE 9

Educator Files

9-1 Official personnel Files shall be maintained in the central office.

9-1-1 A copy of any material placed in the educator's personnel file, subsequent to initial employment, shall be given to the educator.

9-1-2 An educator has the right to review and make written comment on any material placed in his/her personnel file. Such comments will be placed in educator's file.

ARTICLE 10

Transfers and Assignments

10-1 Procedures

10-1-1 As soon as teaching vacancies for the coming year are known, notice will be posted in all school buildings. Other vacancies will be posted as they occur.

- 10-1-2 Educators who desire a change in grade and/or subject assignments shall make a written request for approval with the principal, not later than the specified closing date.
- 10-1-2-1 In the determination of approval for requests for voluntary reassignment and/or transfer, consideration shall be given to an educator's area of competence, experience, certification, major or minor field of study, the best interests of the District and/or the school, or the individual and the quality of teaching performance.
- 10-1-3 Requests for interschool transfers requires a recommendation from the principal and approval of the Superintendent.

ARTICLE 11

Orderly Termination/Reduction

- 11-1 Termination Procedures
 - 11-1-1 Orderly dismissal procedures as required by the Utah Code 53A-8 shall be followed. Copies of the Utah Code concerning education shall be available in each school. Individual copies of 53A-8 shall be made available to educators upon request.
 - 11-1-2 For the purpose of this section of the Professional Agreement, the contract year ends the last regularly scheduled workday of the school year as indicated by the district calendar approved by the school board.
- 11-2 Reduction/Recall Procedures
 - 11-2-1 Notification to the Association
 - 11-2-1-1 If it is necessary for the Board to reduce the number of educators, the Association shall be notified of the possible reduction at least 15 days prior to any final decision by the Board.
 - 11-2-2 Prior to any action by the Board to reduce the number of educators the Association shall have the right to propose alternatives to the reduction in employment of educators to the Superintendent and Board.
 - 11-2-3 If the Board decides to reduce the number of educators, it shall determine the services and functions, which are to be reduced or eliminated. Each educator shall be grouped according to logical work assignment where most of his/her duties are performed, i.e., special education, elementary, middle school, high school, or any certificated and/or endorsed position within that group.
 - 11-2-4 The Board shall determine the number of educators to be reduced within each group.
 - 11-2-5 In determining priority for reduction in force, consideration shall be given to an educator's area of competence, experience, major and/or minor field of study, quality of teaching performance, and length of service in the District. If qualifications are substantially equal, length of service in the district will be the determining factor.
 - 11-2-2 Right to Recall
 - 11-2-6 Educators affected by a reduction of staff shall have the right, within three (3) years, to be recalled by the District in any position for which they are certified and qualified. This right is eliminated upon the refusal of a position as outlined in 11-2-7.
 - 11-2-6-1 To be eligible for recall, an educator must have the necessary license and endorsements at the time the recall is offered. In determining priority of recall, consideration shall be given to an educator's area of competence,

experience, major and/or minor field of study, quality of teaching performance, and length of service in the District. If qualifications are substantially equal, length of service in the District will be the determining factor.

11-2-7 The recall provisions apply to both full and part-time positions.

11-2-7-1 If a person refuses a part-time position, they lose their right to be recalled to another part-time position if (1) their notification of the job comes at least thirty calendar days before the job begins and (2) they are not required to leave another teaching position while school is in session.

11-2-7-2 Refusal of a part-time position does not limit or modify a person's right to recall for a full-time position that becomes available during the period of eligibility for recall.

11-2-7-3 Acceptance of a part-time position does not limit or modify a person's right to recall for a full-time position that becomes available during the period of eligibility for recall.

11-2-7-4 If a person refuses a full-time position, they lose their right to be recalled to another full-time position if (1) their notification of the job comes at least thirty calendar days before the job begins and (2) they are not required to leave another teaching position while school is in session.

11-2-2-8 Any educator who has a right to be recalled under this article shall be notified of the vacancy by a certified letter mailed to the person's last known address as shown on the District records. The educator will have seven (7) calendar days after receiving the certified letter to respond to the District's offer of employment or forfeit all recall rights. The District may offer the position to another person if there has been no contact from the educator within fourteen (14) calendar days for the time the certified letter was sent. If personal contact can be made with the educator affected, the time line listed in this section may be altered by mutual consent of both parties involved.

11-2-2-9 Any educator recalled under this section shall be credited with the number of years of employment by the District at the time of the reduction.

11-3 Breach of Contract

11-3-1 All educators (as defined by Articles 1 and 2 of the Professional Agreement) employed in a regular position (not temporary) are automatically under contract for the following school year unless notified differently by the school district following the provisions of the Utah State Code.

11-3-2 A breach of contract shall occur when an educator resigns from the district anytime after June 30th in the summer preceding a school year in which they have a contractual responsibility to serve, or when an educator's resignation will require a replacement during the period of time when direct services to students are being provided.

11-3-3 A breach of contract shall not be declared when an educator is being released for cause, qualifies for full retirement under the state's system, or resigns as a result of illness that directly leads to being qualified for disability payments.

11-3-4 The District maintains the right to waive the breach of contract provision of the Professional Agreement at the discretion of the Board.

- 11-3-5 The financial penalty for a breach of contract shall be equal to the average cost for the recruitment and selection of an educator during the previous spring or \$500, whichever is less. The penalty shall be taken from the educator's last regularly scheduled payroll check from the district.

ARTICLE 12

Evaluations

12-1 Educator Evaluations

Educator Evaluations will be conducted in accordance with Utah Code 53A-10. Prior to evaluation, educators will receive and review a copy of the evaluation instrument.

ARTICLE 13

Daily/Annual Schedule

13-1 Daily Schedule

The duty day for educators is 7.5 hours. Educators scheduled to begin their regular teaching duties earlier or later than the regularly scheduled time, will not be required to be on duty longer than the total hours of the regular day without additional compensation or compensatory time off. The principal shall have authority to require educators to attend faculty meetings, parent conferences and other required meetings without compensation, and to permit educators to deviate from the regular school day schedule when necessary.

13-2 Work Year

The work year for educators will be 183 days. Of the 183 contract days, 178 are instructional days, 2 are preparation days and 3 days are for parent/teacher and SEP/SEOP conferences. The work year for educators covered by the salary schedule (other than new educators who may be requested to attend pre-session orientation meetings) shall be determined by the official district calendar. Educators shall be paid additional compensation for additional required teaching services. The compensation is to be determined on the basis of the educator's current salary schedule.

13-2-1 For the purpose of this section, the term "required" is defined in two different ways. Any teaching services performed by an educator during the period of time scheduled by the administration as part of that educator's regularly contracted day is considered required. Any teaching services mandated by the school/district administration outside of the educator's regularly contracted day is also considered to be required. The educator's regularly contracted day is determined by the administration but is limited to the provisions of Article 13-1.

13-3 Duty-Free Lunch

All educators shall have a thirty (30) minute duty-free lunch period.

13-4 Leaving Building During Lunch

Educators will be permitted to leave the school during lunch periods with prior notification to the principal, and after appropriate supervision of students has been assured.

13-5 Preparation and Planning Time

During an educator's preparation and planning time, that educator may be requested by the principal to cover another educator's class. Educators will be given compensatory time for each class they cover.

After an educator has covered the number of classes equivalent to a full day, he/she will be given a day of compensatory leave not chargeable against the educator's leave days and non-cumulative from year to year.

ARTICLE 14

Association Use of School Facilities

14-1 Use of School Facilities

The Association will have the right to use school buildings for meetings without cost, as approved by the appropriate administrator, provided that such meetings do not interfere with the normal operation of the school or the district.

14-1-1 Meetings of Association groups within a school shall be arranged in advance through the office of the principal.

14-2 Distribution of Materials

The Association will have the right to place appropriate notices, circulars, and other material on designated faculty room bulletin boards and in educator's mail boxes.

14-2-1 Authorized representatives of the Association will assume responsibility for posting or distributing material from the professional parent associations. All items posted by the Association shall be so identified.

ARTICLE 15

Summer School, Continuing Education, and Remediation Programs

15-1 Positions Offered to Educators

Positions in Summer School, Continuing Education, and Remediation programs shall be offered first to qualified educators regularly employed in the school district.

15-1-1 In filling such positions, consideration shall be given to an educator's area of competence, experience, major and/or minor field of study, quality of teaching performance, and length of service in the District will be the determining factor.

15-1-2 All openings for positions in these programs shall be posted as early as possible so interested educators may apply.

15-1-3.1.1 When fees collected or grant money is available, educators who teach summer school, continuing education, or remediation programs shall receive compensation at the Schedule "B" rate. When fees collected or grant monies available will not support current rates of pay, educators will have the option to teach at less than current rates.

ARTICLE 16

Early Retirement

16-1 Compensation

16-1-1 The District will pay an annual stipend for three (3) years, or until the individual qualifies for minimum social security benefits, whichever comes first, amounting to fifty percent (50%) of the difference between step one, lane one, of the current **indexed** salary schedule and the base amount on the **indexed** salary schedule for that particular employee at the time of retirement.

16-1-1-1 Early retirement payments will be made in the regular pay cycle. In the event of the employee's death, all remaining claims dealing with reimbursement for the early retirement incentive grant are null and void as

long as the district maintains a minimum of \$50,000 in life insurance on qualified employees who are under a contract and a minimum of \$25,000 of life insurance on former employees who are under the provisions of the early retirement program. If the life insurance benefit is below the limits established in this provision, outstanding claims regarding the early retirement incentive grant will be paid to the employee's estate

16-1-2 The District will pay the health insurance for the educator, who is given early retirement, for five (5) years or until the individual qualifies for Medicare, whichever comes first.

16-2 Qualifications
16-2-1

To qualify for the District's early retirement program, an educator must have at least ten (10) consecutive years of service in the District immediately before their retirement and qualify for full retirement with the Utah Retirement System (30 years).

16-3 Stipends
16-3-1

The Stipend associated with early retirement will either be paid into a medical savings account or deposited into a 401 (K) or a 403 (B) program.

16-4 Procedure
16-4-1

Requests for early retirement will be submitted to the Superintendent by April 1 prior to retirement.

ARTICLE 17

Duration of Agreement

The provisions of this Agreement will be effective upon ratification and will continue and remain in full force and effective through June 30, **2010**. Said Agreement will automatically be renewed and will continue in full force and effective for additional periods of one year unless either the District or the Association gives written notice to the other pursuant to Article 4 of this agreement.

This Agreement, entered into by and between the Morgan Education Association and The Board of Education of The Morgan County School District, shall be binding upon these parties during its existence; provided, however, that the parties recognize that the Board cannot, and does not, commit the expenditure of funds not appropriated or levied, or otherwise available. Accordingly, the obligations of the Board hereunder are subject to and conditional upon the availability of public funds to enter into this or any successor agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 1st day of June **2009**.

MORGAN
EDUCATION ASSOCIATION

MORGAN COUNTY
BOARD OF EDUCATION

BY:

Gina Stuart
President

BY:

Joey Skinner
President

ATTEST:

Carrie Carpenter
Secretary

ATTEST:

D'Lynn Poll
Business Administrator