

28 *Be it enacted by the Legislature of the state of Utah:*

29 Section 1. Section **53G-11-202** is amended to read:

30 **53G-11-202. Employment of school personnel -- Length of contract --**

31 **Termination for cause -- Individual contract of employment -- Employee**

32 **acknowledgment of liability protection -- Leave pending criminal investigation.**

33 (1) A local school board may enter into a written employment contract for a term not to  
34 exceed five years.

35 (2) Nothing in the terms of the contract shall restrict the power of a local school board  
36 to terminate the contract for cause at any time.

37 (3) (a) A local school board may not enter into a collective bargaining agreement that  
38 prohibits or limits individual contracts of employment.

39 (b) Subsection (3)(a) does not apply to an agreement that was entered into before May  
40 5, 2003.

41 (4) Each local school board shall:

42 (a) ensure that each employment contract complies with the requirements of Section  
43 34-32-1.1;

44 (b) comply with the requirements of Section 34-32-1.1 in employing any personnel,  
45 whether by employment contract or otherwise; and

46 (c) ensure that at the time an employee enters into an employment contract, the  
47 employee shall sign a separate document acknowledging that the employee:

48 (i) has received:

49 (A) the disclosure required under Subsection 63A-4-204(4)(d) if the school district  
50 participates in the Risk Management Fund; or

51 (B) written disclosure similar to the disclosure required under Section 63A-4-204 if the  
52 school district does not participate in the Risk Management Fund; and

53 (ii) understands the legal liability protection provided to the employee and what is not  
54 covered, as explained in the disclosure.

55 (5) If a local school board has actual or constructive knowledge that an employee is the  
56 subject of an ongoing criminal investigation of crime related to ~~H→ [drugs, violence, or minors]~~ an  
57a offense against a minor described in Subection 30-5a-103(10) ←H :

57 (a) the local school board shall place the employee on paid administrative leave ~~H→~~ , while  
57a maintaining the confidentiality of the reason for the leave, ←H until  
58 the local school board alters the employment circumstances as described in Subsection (5)(b)

59 or (c);

60 (b) the local school board shall provide the employee the opportunity to return to  
 61 regular work if the investigation:

62 (i) concludes without leading to criminal charges; ~~H→ [and] or ←H~~

63 (ii) does not ~~H→ [substantiate wrongdoing on the part]~~ result in the conviction ←H of the  
 63a employee; and

64 (c) if the investigation ~~H→ [substantiates wrongdoing on the part]~~ results in the conviction  
 64a ←H of the employee ~~H→ [or leads to~~  
 65 criminal charges] ←H :

66 (i) the local school board shall take further employment action in response to the  
 67 ~~H→ [substantiated wrongdoing or criminal charges]~~ conviction ←H , including leave without pay  
 67a or termination; and

68 (ii) the employee shall pay back all salary compensation that the employee received  
 69 during the paid administrative leave period described in Subsection (5)(a).

70 Section 2. **Effective date.**

71 If approved by two-thirds of all the members elected to each house, this bill takes effect  
 72 upon approval by the governor, or the day following the constitutional time limit of Utah  
 73 Constitution, Article VII, Section 8, without the governor's signature, or in the case of a veto,  
 74 the date of veto override.