

**TEACHER'S PROFESSIONAL AGREEMENT AS NEGOTIATED**

**BETWEEN THE WEBER SCHOOL DISTRICT AND  
THE**

**WEBER EDUCATION ASSOCIATION**

**Contract Year August 1, 2020- September 30, 2021**

**COMPLIMENTS OF:**

**Weber Board of  
Education**

**BOARD OF EDUCATION**

Jon Ritchie, President  
Dean Oborn, Vice President  
Janis Christensen, Member Paul  
Widdison, Member Douglas  
Hurst, Member  
Jan Burrell, Member

Bruce Jardine, Member

**ADMINISTRATION**

Dr. Jeff Stephens, Superintendent  
Lori Jo Rasmussen, Asst. Supt.  
Arthur Hansen, Asst. Supt.  
Dr. Robert Petersen, Director of Finance

**WEBER EDUCATION  
ASSOCIATION**

Brandon Baca, President  
Craig Pitts, Vice-President

## TABLE OF CONTENTS

1	Definitions and Goals	7
1.1	Goals	7
	1.1.1 Equal Opportunity Employment	7
	1.1.2 Goals- General	7
1.2	Definitions	7
	1.2.1 Teachers	7
	1.2.2 Provisional Contract Teacher	7
	1.2.3 Career Teacher	8
	1.2.4 Temporary Teacher	8
	1.2.5 Part-time Teacher	9
	1.2.6 Specially Funded Program Teacher	9
	1.2.7 District	9
	1.2.8 Board	9
	1.2.9 Association	9
	1.2.10 School Year	9
	1.2.11 Days	9
	1.2.12 Seniority	9
2	Association Rights	9
	2.1 Recognition	10
	2.2 Exclusive Privileges	10
	2.3 Dues	10
	2.4 Indemnification	10
	2.5 Association President	11
	2.6 Waiver of Contract Provisions	11
	2.7 Conflicts between the Contract and Board or Personnel Policies	11
	2.8 Association Release Time	12
3	Teacher Benefits	12
	3.1 Insurance	12
	3.1.1 Health and Accident	12
	3.1.2 Long-Term Disability	13
	3.1.3 Term Life	13

	3.1.4 Enrollment and Changes	13
	3.1.5 Flexible Spending/Dependent Child Care	13
	3.2 Leave Provisions	14
	3.2.1 Bereavement	14
	3.2.2 Emergency	15
	3.2.2.1 Required Legal Appearance	15
	3.2.3 Illness/ Maternity/ Adoption	15-16
	3.2.4 Catastrophic Sick Leave	16
	3.2.5 Misuse of Sick Leave	17
	3.2.6 Sick Leave notification	17
	3.2.7 Leave of Absence	17
	3.2.8 Personal Leave	18
	3.2.9 Sabbatical	19
	3.2.10 Military Leave	19
	3.2.11 Family and Medical Leave Act	21
3.3	Salary Schedule and Supplemental Pay	21
	3.3.1 Lane Changes	21
	3.3.10 Educator Substitute Class Coverage	21
	3.3.2 Supplemental Income	22
	3.3.3 Continuing Salary	23
	3.3.4 CTE Placement on the Salary Schedule	23
	3.3.5 National Board Certification	24
	3.3.6 Certificate of Clinical Competence	24
	3.3.7 New Teachers Hired After the Start of School	24
	3.3.8 Salary Schedule	24
	3.3.9 Hourly Rate Schedule	24
4	Employment and Certification	25
	4.1 Assignment of Professional Personnel	25
	4.2 Proper Licensing Requirements	25
	4.3 Position on Uncertified Teachers	25
	4.4 Recruitment and Selection	25
	4.5 Health Examination/ Fit For Duty	26
	4.6 Experience Credit	29

	4.7 Non-School Employment	30
	4.8 Period of Employment	30
5	Evaluation Procedure	30
	5.1 Career Teacher Evaluations	31
	5.2 Evaluation of Provisional Teachers	31
	5.3 .1 Teacher Remediation	32
	5.4 Probation	32
6	Grievance Procedures	33-35
	6.1 Definitions	
	6.2 Purposes	
	6.3 Representation	
	6.4 Steps	
	6.5 General Provisions	
7	Negotiations	37
8	Payroll and Salary Deductions	37
	8.1 Credit Union	37
	8.2 Insurance	37
	8.3 Salary	38
	8.4 United Fund	38
	8.5 Annuities/403B/457/401K	38
9	Personnel Records	39
10	Professional Responsibilities	39
	10.1 Absence from work	39
	10.2 Advertising in Schools	39
	10.3 Care of Equipment	40
	10.4 Conflict of Interest	40
	10.5 Gifts to Staff	40
	10.6 Loading of Buses	40
	10.7 Personal Appearance and Dress	40
	10.8 Plan of Instruction	41
	10.9 Public Relations	41
	10.10 Solicitations by Staff	41
	10.11 Teaching Hours	41

11	Professional Rights	42
	11.1 Complaints	42
	11.2 Ethics	42
	11.3 Involvement of Personnel	43
	11.4 Political Activity	43
	11.5 Professional Behavior	43
	11.6 Protection	44
	11.7 Indemnification of Teachers	45
12	Retirement of Career Teachers	45
	12.1 Date of Retirement	45
	12.2 Early Retirement	45
	12.3 Unused Sick Leave Reimbursement	47
13	School Board and Other Personnel	47
	13.1 Board Relations	47
	13.2 Custodial Relations	48
	13.3 Staff Meetings	48
	13.4 Work with Supervisors	48
14	Student and Parent Relations	48
	14.1 Attitude toward Teachers	48
	14.2 Care of Equipment - Students	49
	14.3 Discipline - Students	49
	14.3.1 Teacher Safeguards	50
	14.4 Motivation - Student	51
	14.5 Reporting Incidents	52
	14.6 Reports to Parents	52
15	Termination	52
	15.1 Separation of Provisional Teachers	52
	15.2 Orderly Termination of Career Teachers	52
	15.3 Corrective Actions	55
	15.4 Separation of Personnel	56
	15.5 Investigative Actions	56
16	Teacher Transfers	56
	16.1 School Staffing	56

	16.2 Involuntary Transfers	57
	16.3 Voluntary Transfers	57
17	Exceptions	58
	17.1 General Statement	58
	17.2 Extra Curricular Assignments	59
	17.3 Extra Curricular Salary Experience Credit	59
	17.4 Extra Curricular Compensation	60
	Teacher Salary Schedule	64
	Teacher Extra Curricular Salary Schedule	65
	Memo #1- Professional Learning Days	66
	Memo #2B Aggressive Student Behavior	67
	Memo #3	69
	Memo #4	69
	Memo #5	70
	Memo #6	71
	Memo #7	72

This booklet represents the Teachers' Professional Agreement for 2019-20 school year as negotiated between the Weber School District and the Weber Education Association. The Teachers Professional Negotiated Agreement shall be governed by and subject to the laws of the State of Utah. Any provisions of this Agreement that conflicts with prevailing Utah law shall be null and void.

## **1. DEFINITIONS AND GOALS**

### **1.1 GOALS**

#### **1.1.1 Equal Opportunity Employment**

No person shall be denied employment, re-employment or advancement, nor shall be evaluated on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I–financially assisted program or activity.

We will follow EEOC guidelines included in the following URL-  
<https://jobs.utah.gov/department/contact/eo.html> and the language from the website takes precedence. (2020)

#### **1.1.2 Goals - General**

The District recognizes the essential significance of capable teachers to the success of all educational endeavors in the Weber School District. The best school buildings, the most modern textbooks, the most up-to-date equipment and the finest administrative staff would be unsuccessful in accomplishing the aims and ideals of education without an efficient staff of teachers. All functions of the District will be aimed at improving the instructional process. The Board of Education hereby adopts policies and procedures with this viewpoint in mind.

## **1.2 DEFINITIONS**

**1.2.1 Teachers** shall mean all professional employees of the district who are required to be and are licensed by the State Board of Education, including interns and nurses, teachers on leaves of absence granted pursuant to this Agreement, and excluding district administrative coordinators and all employees who are paid from an administrative salary schedule.

**1.2.2 Provisional Contract Teacher** shall mean all regularly assigned teachers working at least a half time contract who have not yet completed three continuous years of satisfactory contract employment as a teacher in Weber School District and who have not been recommended for Career Status by their principal. A provisional contract teacher is also

a teacher who separates from his/her teaching career and then returns to Weber District, or a teacher who has achieved Career Teacher Status in a substantially different position\*, in the district from which the teacher is currently employed (or moves from a different district to a substantially different position in Weber District), and have not yet completed (3) three continuous years of satisfactory contract employment in the new position. A provisional teacher may be non-renewed within sixty days of the teacher's last contract day of the year. A teacher who has achieved Career Teacher Status in another school district in Utah may be granted Career Teacher Status in the teacher's current position in Weber District (as long as it is substantially similar to the position in the teacher's former district) after two (2) years of service upon recommendation of the principal.

\*A substantially different position refers to a change in placement that requires different licensing or credentials or that takes someone from a classroom teaching position to a non-classroom teaching position, or from a non-classroom teaching position to a classroom teaching position.

A teacher who has achieved career status in Weber District in one position ("original position"), but moves to a substantially different position, may be non-renewed from that position within the three (3) year provisional period but will still maintain career status in the teacher's original position. (Position does not mean the same school and grade level where the teacher achieved career status.)

A teacher who has achieved career status in an original position, but moves to a substantially different position and then returns to the original position will be considered a career employee in the original position if the teacher returned to the original position within two (2) years.

In accordance to Policy 7130, during a Provisional Teacher's last year of provisional service, the teacher will receive one of the following:

1. A recommendation for Teacher Career Status; or
2. An extension of provisional status (up to (2) two years beyond the initial provisional status); or
3. A non-renewal letter (2020)

**1.2.3 Career Teacher** shall mean all regularly assigned teachers (except specially funded program teachers), working half-time or more, who have completed three consecutive years of satisfactory service in the Weber School District, who will be continued in employment until the teacher retires, terminates or is terminated.

**1.2.4 Temporary Teacher** shall mean all teachers who are employed on or after February 1<sup>st</sup> and all other teachers hired on a limited short-term basis including part-time teachers as defined in 1.2.5. Temporary teachers serve at will and have no expectation of continued employment.



1.2.5 **Part-time Teacher** shall mean all teachers who are employed less than half-time. Any such teacher is a temporary teacher.

1.2.6 **Specially Funded Program Teacher** shall mean all teachers who do not have career teacher status in the district immediately prior to being hired to staff special programs which are funded by agencies other than the district. Specially funded program teachers are covered by this Agreement and are eligible for fringe benefits. Any discontinuance or curtailment of funds by the program's funding agency shall constitute the discontinuance of a particular service (i.e. program) within the meaning of Section 53.51.8 Utah Code, justifying the non-renewal of employment contracts for the teachers in that program, as a necessary staff reduction.

1.2.7 **District** shall mean the Weber School District

1.2.8 **Board** shall mean the Weber School District Board of Education.

1.2.9 **Association** shall mean the current bargaining agent.

1.2.10 **School Year** shall mean the period of time established by the official school calendar adopted by the Board.

1.2.11 **Days** shall mean contract days except during summer recess when it shall mean Monday through Friday excluding holidays.

1.2.12 **Seniority** in the Weber School District shall accrue beginning the day the teacher starts earning pay as a certified teacher and shall continue to accrue as long as the person is so employed. In the case that seniority is equal, the most senior teacher will be determined by the date and time they signed their initial contract with Weber School District. Seniority shall not accrue during a leave of absence unless required by law. Upon retirement, resignation, or termination all seniority is forfeited. Teachers who separate from the district and are re-hired to a position requiring a teaching license within a one year period of time will have their seniority reinstated. Teachers retiring from the district who are rehired will not have their seniority reinstated.

## **2. ASSOCIATION RIGHTS**

### **2.1 RECOGNITION**

The Weber Education Association (WEA) is recognized as the exclusive bargaining agent for teachers as long as its members comprise the majority.

## **2.2 EXCLUSIVE PRIVILEGES**

1. The District recognizes the Association as the representative for teachers as long as its members comprise the majority. Membership in said organization shall be on a voluntary basis.
2. The District agrees to make available to the Association any public information related to its operation.
3. The Association may use school buildings and equipment without cost, as approved by the appropriate administrator, providing that such use does not interfere with normal school functions.
4. Bulletin board space will be provided for the posting of Association notes and publications.
5. The Association may transact Association business in the schools at reasonable times, provided that such action does not interrupt normal school operations.
6. The Association may be involved in orientation programs of new teachers.
7. Teacher Facilities - The District will provide a telephone in each faculty room or another private area for the use of teachers. As funds become available, faculty room spaces will be improved. It is the intent to have faculty rooms available in each building. As new buildings are planned and remodeled and new additions are approved, new faculty rooms will be added where needed.
8. The Association may use the district and school information delivery systems to distribute material to teachers.

## **2.3 DUES**

All teachers who begin the school calendar year may have Association dues deducted from their November 1, December 1, January 1, February 1, March 1, April 1, May 1, June 1, July 1, August 1, and September 1 checks. Teachers who wish to join the Association and have payroll deductions after November 1 payroll, may do so by pro-rating the amount of dues over the remaining pay periods through September 1. Said deduction shall be made from a list provided annually by the Association. If a teacher requests in writing by the 15th of the month, October 15th through June 15th, that dues no longer be deducted, that request will be honored beginning on the next payroll.

It is mutually agreed that final teacher dues collected by the district will be paid to the Association by August 15 following the close of the fiscal year.

## **2.4 INDEMNIFICATION**

The District and the Association agree that as a condition of employment, the District will, at the direction of the teacher or the Association, as designated by the teacher, make payroll deductions in accordance with the professional agreements and contract provisions of the District.

The teacher or the Association as designated by the teacher may authorize the District to make such payroll deductions through the Association or directly with the District as mutually agreed upon. Said authorization shall continue for

Association dues until revoked in writing.

If for any reason, employment is terminated, the deductions for Association dues and other Association-authorized deductions under this authorization shall be deducted from the final money due the teacher.

The teacher releases and discharges the District, any employee of the District, the Association and its officers, forever, from action, loss or claim which might arise concerning payroll deductions with the understanding that the personnel policies and contract provisions of the District will be followed.

## **2.5 ASSOCIATION PRESIDENT**

The Association President will be released half time on full salary and benefits. The Association agrees to reimburse the District half of the released association president's total salary and benefit package. The Association will not be required to reimburse the district for the first 20 half days of the president's leave or any leave where the Association President's duties (as approved by the Superintendent) directly benefit the District. The Superintendent's decision will be final.

The District agrees to return the President to a full-time position at the end of the President's term. The President will return to the same Weber School District position at their current school when their Presidential term ends unless the President seeks another position.

## **2.6 WAIVER OF CONTRACT PROVISIONS**

If any provision of a site-based decision making proposal at a local school site is contrary to the terms of this agreement, that provision will not be implemented unless a waiver is obtained from the association and the Board of Education. The waiver must be in writing and must specify the nature and duration of the waiver.

## **2.7 CONFLICTS BETWEEN THE CONTRACT AND BOARD OR PERSONNEL POLICIES**

If it occurs that any Board or Personnel Policies of the Weber School District are contrary to the provisions of this professional agreement, the professional agreement's provisions will take precedence unless both the District and the WEA agree otherwise.

## **2.8 ASSOCIATION RELEASE TIME**

The Association is granted 10 release days to be used by teachers at the Association's discretion. The Association shall pay substitute costs.

## **3. TEACHER BENEFITS**

### **3.1 INSURANCE**

#### **3.1.1 Health and Accident**

The District will participate with the teachers in a medical and hospital insurance program. Those eligible for participation are:

1. All teachers.
2. Part-time personnel will be able to participate by paying their proportionate share of the premiums.

The District will pay a percentage (to be determined in annual negotiations) of the medical and hospital premiums of the base plan for teachers working 30 hours or more per week.

Implementation Plan:

Effective October 1, 2006, all new hires will come under the new eligibility requirements which are as follows:

Greater than 1,327 annual hours → 0.00% of district share of premium  
Between 1,239 and 1,327 annual hours → 6.67% of district share of premium  
Between 1,151 and 1,238 annual hours → 13.33% of district share of premium  
Between 1,062 and 1,150 annual hours → 20% of district share of premium  
Between 973 and 1,061 annual hours → 26.64% of district share of premium  
Between 885 and 972 annual hours → 33.31% of district share of premium  
Between 796 and 884 annual hours → 39.98% of district share of premium  
Between 708 and 795 annual hours → 46.65% of district share of premium  
Between 619 and 707 annual hours → 53.32% of district share of premium

Effective July 1, 2011, all employees will come under the new eligibility requirements. Each teacher's insurance eligibility shall be based on the employee's contract. By fiscal 2009, the district will develop accurate systems for tracking employee work hours.

Employees hired in positions that qualify for health insurance will be eligible to receive such insurance following the completion of 60 calendar days after the employee's first contract day of employment in such position.

The 60 day waiting period applies to any current employee who does not qualify for insurance and is transferring to a position which will qualify them for insurance.

The 60 day waiting period may be waived under various circumstances including but not limited to the following: an experienced teacher who is a new hire to the District and is transferring from a public school or a private accredited school and has health insurance at the time of the transfer.

### **3.1.2 Long Term Disability**

The District will pay 100% of the Long Term Disability premiums for teachers working 30 hours or more per week.

Part-time personnel will be able to participate by paying their proportionate share of the premiums.

This coverage is provided through the Insurance Company awarded the contract by the District.

### **3.1.3 Term Life**

A \$30,000 (teacher)/\$10,000 (dependent) term life insurance policy is to be provided all teachers working 20 hours or more per week.

### **3.1.4 Enrollment and Changes**

The deadline for enrollment or changes in the insurance program is August 31 of each year. This provision shall not apply to newly hired teachers. Changes made during the open enrollment period will become effective October 1<sup>st</sup>. Where insurance benefit options are provided, the teacher is responsible for the proper designation of coverage and the follow-up thereof.

### **3.1.5 Flexible Spending/Dependent Child Care**

The Flexible Spending Program is administered under the provisions of the IRS code to pay for health and dependent care expenses. The following rules apply.

1. Payroll deductions under the flexible spending account are tax-deferred.
2. The employee files claims for reimbursement.
3. Sign up must be completed by September 1 of each year.

4. Reimbursed expenses must be incurred between September 1 and August 31st of the next year. Actual reimbursement from the plan administrator can be made ninety days after August 31 of each year.
5. No changes are allowed during the contract year.
6. Cancellation allowed only if there is a major change in family status.
7. Money left in the account at the end of the year cannot be returned to the employee and cannot be carried over to the next year.
8. All rules and regulations must be followed as outlined in the Internal Revenue Code. Amended IRS regulations may force us to modify or terminate this plan during any year.
9. Non-taxable benefits will be available to participants as listed on the Flexible Spending enrollment form.

## **3.2 LEAVE PROVISIONS**

### **3.2.1 Bereavement**

In the event of a death of a member of a teacher's or a teacher's spouse's family, a teacher may be excused, without a salary deduction, for up to the following number of days:

- a. five (5) days for a member of the immediate family. (spouse or children)
- b. four (4) days for parents or step-parents
- c. three (3) days for mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, or grandchild
- d. two (2) days for a grandmother, grandfather, sister-in-law or brother-in-law
- e. one (1) day for an aunt or uncle, niece or nephew

Bereavement leave days shall only be used within a two-week window from the time of death.

Additional days shall be added to Bereavement Leave if travel distance necessitates additional time to travel.

When unusual circumstances exist, at the written request of the teacher, the Superintendent may approve bereavement leave or additional bereavement leave to the teacher.

### **Guidelines for Bereavement Leave**

Bereavement Leave is intended to be used for such activities as:

1. Making arrangements for and attending a funeral and
2. Emergency-type business transactions related to the death.

### **3.2.2 Emergency**

Two school days will be given to the teacher without loss of pay for emergency leave.

Examples of emergency leave shall include, but not be limited to:

1. Court appearances.
2. Marriage of the teacher, children of the teacher, brother of the teacher or sister of the teacher.
3. Military pre-induction requirements.
4. To accompany spouse on the day of departure for military service.
5. Emergency business transactions and legal proceedings.
6. Catastrophe, such as fire or accident.
7. Graduation from an institute of higher learning of the teacher or a member of the teacher's immediate family.

The principal shall reach an agreement with the teacher involved at the time of the emergency and before the leave is taken by the teacher as to whether or not the leave falls under the emergency leave policy.

Should a teacher take leave and feel unable to divulge the reason for such leave, because of an extremely personal emergency, the teacher may contact the Association to clarify or verify such leave with the administration.

Any hours not used shall be added to the accumulated sick leave of the teacher.

**3.2.2.1.** Teachers shall be granted leave without loss of pay and not charged as an emergency day to appear in court or before an authorized government agency as a subpoenaed participant or to serve as a juror. Any compensation, less any mileage expenses, shall be reimbursed to the District.

### **3.2.3 Illness/Maternity/Adoption**

1. In the event, a teacher is absent from duties on a contract day due to illness (with sufficient sick leave available) the teacher will be paid a full salary or
  - a. In the case of illness of individuals in the teacher's immediate family (spouse, parents or children) or
  - b. In the case of illness of individuals living within the household of the teacher.
2. In the event of illness of non-immediate family members or individuals not living within the household the principal shall reach an agreement with the teacher before the leave is taken as to whether the leave is approved.
3. The teacher shall be paid for the time absent, for an aggregate of ten(10) days.
4. After all accumulated sick leave has been used teachers may receive one-half salary for a period no to exceed ten (10) days. Teachers shall be required to furnish proof of continuing disability due to illness that exceeds ten (10) days.
5. In case the teacher shall have used less than ten (10) days sick leave benefit under the term of this contract, the remaining part of the ten (10) days shall be cumulative during the period of total employment of said teacher to a total of 182 days.

6. Teachers shall be required to furnish proof of continuing disability due to illness which exceeds five (5) days.
7. A medical doctor's statement or Family Medical Leave paperwork shall provide proof of continuing need for sick leave.
8. If the District does not agree with the evidence provided, the District may require and pay for an examination by a medical doctor of its choice to confirm the need for sick leave.
9. Teachers will give their supervisor advance notice if they are required to travel more than 100 miles from their primary residence to receive medical care. The teacher may be required to furnish proof of the need for said travel. A medical doctor's statement shall constitute acceptable proof.

### **Maternity Leave**

Teachers who qualify for the Family Medical Leave Act may take up to 12 weeks of leave for the birth of a child or for the intake placement of an adopted child into the educator's home in order to bond with the child. Teachers will need to use their accrued leave to be paid during their time off. If the teacher does not have accrued leave their time off will be unpaid.

If a teacher who qualifies for FMLA wants to take leave before the birth, up to 5 school days (prior to the baby's due date or induction date) can be taken, unless more time is directed from their doctor. Once time off has started for maternity purposes all of this time is included in FMLA which is a total of 12 weeks.

If a teacher does not qualify for the Family Medical Leave Act they may take up to 42 calendar days (6 weeks) from the birth of the child, or placement of the child for adoption into the educator's home. During this time the teacher can claim a maximum of 30 days of their accrued leave.

### **3.2.4 Catastrophic Sick Leave**

1. Should a teacher have an extended illness that exceeds their accumulated sick leave, the teacher may petition the Catastrophic Sick Leave Committee for additional days of leave.
2. Employees who have contributed to the Catastrophic Sick Leave Bank and who have or will have depleted their sick, personal, and vacation leave balances shall be eligible to receive consideration for leave from the bank.
3. Catastrophic guidelines obtained from HR must be followed when applying and utilizing catastrophic sick leave.
4. All requests for catastrophic sick leave must be in writing.
5. Employee request must include the following:



- a. Name, address and phone number, position, school location, years in the District
  - b. History of how prior leave has been used
  - c. Why requested leave is necessary. Be specific.
  - d. Be specific in the number of days requested
  - e. Verification from the employee's health care professional indicating the specific nature and severity of the illness, or health care problems including the projected recovery date.
6. The Catastrophic Sick Leave Committee reserves the right to contact the building principal.
7. In the event the teacher disagrees with the principal's decision, the teacher may appeal the decision to the assistant superintendent or the superintendent.
8. The Catastrophic Sick Leave Guidelines can be found on Weber School District Human Resources website.  
<https://eo.wsd.net/ifas7/login/login.aspx?ReturnUrl=%2fifas7%2fEmpOnline%2f> (2020)

**3.2.5 Misuse of Sick Leave**

- 1. If it is found that there is valid evidence of a teacher's misuse of sick leave, the teacher and the appropriate supervisor(s) will discuss the matter.
- 2. Misuse of the sick leave or catastrophic sick leave provision(s) shall result in corrective action, which will include forfeiture of salary for the teacher during the time of misuse and paying the full cost of the substitute.
- 3. Repeated misuse shall be cause for dismissal.

**3.2.6 Sick Leave Notification**

Teachers can access the number of sick leave hours they have accumulated. (8 hours = 1 day) through the Employee Online system.

**3.2.7 Leave of Absence**

- a. Leave of absence without pay not to exceed one year shall be granted upon recommendation of the superintendent and approval of the Board of Education for, but not limited to, the following:

- Extended personal or family illness including recuperation.
- Military Leave (except as provided by law for reserve units.)
- Full time studies
- Political office or assignment Professional assignment

### Parental leave to include adoption

- b. A leave of absence without pay for up to 30 working days may be granted by request of the teacher to the Human Resources Department.
- c. This leave may be used in conjunction with the thirty (30) days of sick leave granted in 3.2.3. Any leave of absence granted under (a) would be reduced by any sick leave granted under provisions of 3.2.3. Once leave of absence without pay has commenced, no further sick leave will be granted without a written doctor's statement until the leave of absence has been used.
- d. The teacher will request such leave in writing from the Human Resources Department at least thirty (30) calendar days before the anticipated use of leave to allow for the hiring of a substitute.
- e. Sick leave which has accrued to an individual at the time an official leave of absence begins shall be reinstated upon the teacher's return.
- f. A teacher shall be granted a leave of absence without pay due to illness and will be granted accrued sick leave benefits prior to the leave becoming effective. When the teacher's health is sufficiently restored the teacher will be assigned to the same or equivalent position when an appropriate vacancy exists.
- g. Notwithstanding the above, no leave without pay for illness shall exceed one year.

Leave will be provided under the following conditions:

- 1. One year of employment as a professional staff member in the District. However, it will not be a requirement to have a full year of employment to apply for parental leave.
- 2. The person on leave shall be reassigned to the same or equivalent position as when leave commenced. Reassignment shall be conditional upon available vacancies.
- 3. A teacher on leave without pay may have the option to continue participating in the insurance benefit program by paying the total insurance premium during any month the teacher is on leave. This responsibility applies when an individual is on leave without pay for more than half the possible work days in that month.
- 4. Salary deduction for a day of leave without pay is calculated by dividing the contract salary by 183.

### **3.2.8 Personal Leave**

Sixteen hours (or the proportional hours for partial or extended contracts) of personal leave will be allowed each teacher each school year, accumulating to a maximum of fifty-six (56) hours if participating in the wellness incentive (or the proportional hours for partial or extended contracts) without loss of pay to the teacher. Any hours above forty eight (or the proportional hours for partial or extended contracts) not used shall be added to the accumulated sick leave of the teacher.

The following guidelines and restrictions apply:

- 1. It is recommended that personal leave not be used on a day prior to or following school holidays.

2. No personal leave is permitted during the first three and last three days of the school year that students are required to be in attendance.
3. Teachers shall notify the principal at least twenty-four (24) hours before taking personal leave.
4. The teacher need not reveal the purpose of personal leave.

### **3.2.9 Sabbatical- Temporarily Suspended Until Further Notice**

Sabbatical leave is granted for professional improvement that will enhance the ability of the teacher in the classroom. This may include University studies, fellowships, teacher institutes or other professional development approved by the Superintendent or his/her designee. Upon recommendation by the Superintendent and the approval of the Board sabbatical leave may be granted subject to the following conditions:

- a. Requests for sabbatical leave must be received by the Superintendent or his designee in writing in such form as may be required by him not later than February 15 of the year in which leave is requested.
- b. Applications will be reviewed by a committee of teachers and recommendations for leave will be forwarded to the Superintendent for consideration of the Board of Education.
- c. Teachers will be notified by March 15 as to the disposition of the request.
- d. The teacher must have completed six consecutive full school years in the district in order to be eligible to request sabbatical leave.
- e. The number of teachers to be granted sabbatical leave during the school year should not exceed one for every 500 Teachers.
- f. The teacher granted leave of absence under this agreement shall be paid half of the base salary they would have received during the year that they are on Sabbatical, plus full health & accident and life insurance benefits for the year. The base salary does not include other remuneration such as career ladder, index, etc.
- g. The teacher receiving sabbatical leave must return to the school district for at least two (2) years following the sabbatical or make a refund of all salary and benefit amounts received by the teacher to the school district.

The teacher granted sabbatical leave under this agreement shall be reassigned to the same or equivalent position as when the leave commenced.

### **3.2.10 Military Leave**

Teachers will be granted Military Leave under the following three categories:

Category One:

In the event of an involuntary “Presidential or Governor Recall” to active duty, the teacher will be granted leave for the time period of the recall and will be reinstated according to existing federal regulations applying to a Presidential or Governor Recall.

#### Category Two:

In the event a teacher’s military unit is required to perform Annual Training during the school year, and the teacher has no choice concerning the dates of training, the teacher will provide a letter from his/her commanding officer regarding this requirement. The district will pursue verification of the required training through the military command office. Based upon verification, the teacher will be allowed leave in any of the following three ways.

- a. The teacher must use at least 2 days of personal and/or emergency leave, and then arrange the remaining days as compensatory time\*.
- b. The teacher must use at least 2 days of personal and/or emergency leave, and then pay the cost of a substitute teacher for the remaining days.
- c. The teacher must use at least 2 days of personal and/or emergency leave, and then use a combination of compensatory time\* for some of the days and reimburse the district for the cost of a substitute for the remaining days.
- d. The teacher may choose to take leave without pay.

#### Category Three:

If a teacher chooses to perform annual training during the school year due to personal preference and could have performed the training during the summer, then the following will apply:

Teachers can use up to three days of compensatory time\*. They may also at their option use personal leave days. The total number of compensatory days and/or personal leave days cannot exceed a total of five days.

The remaining days may be taken with no loss of salary providing the teacher reimburses the school district for the adjusted base pay (adjusted base pay less statutory payroll deductions) received from the military for the remaining contract days missed. The teacher may also have the option of taking leave without pay.

The following applies to category 2 and 3 of military leave:

After the teacher and the principal have reached agreement on how leave is to be used, the teacher will submit a letter of request to the Human Resources Department and payroll outlining the option selected. The request will include a copy of the military orders.

\*All compensatory time must have prior approval of the principal. (2020)

### **3.2.11 Family and Medical Leave Act**

The Board of Education has adopted policy 7700 to comply with the Family and Medical Leave Act of 1993. That policy is subject to revision by federal legislation to which the Board will comply.

## **3.3 SALARY SCHEDULE & SUPPLEMENTAL PAY**

### **3.3.1 Lane Changes**

The requirements for moving from one lane to another are:

- a. The latest year of teaching experience must have been successful (teacher not on probation).
- b. Credits must be earned after verification of completion of a Teaching Certificate and B.S. Degree.
- c. Verification of credits, certificates, and degrees may be demonstrated in the following manner.
  1. Presenting of certificate or degree
  2. Presenting of **official** transcript of credits
  3. Presenting grade slip(s)
  4. Presenting a letter on University stationery verifying degrees and/or credits earned.  
The certification under this provision shall be effective until one month after the official graduation.
- d. State or district approved in-service may be used for moving onto lanes of the salary schedule. (This applies to in-service hours earned after August 1, 1988). In-service credit must be stated in quarter or semester hours.
- e. Professional re-licensure points do not count toward lane changes unless verified as stated in “c” or “d” above.

All official documentation supporting a request to change placement on the salary schedule must be received in the Human Resources Office no later than the 15<sup>th</sup> day of each month, September through April, in order for consideration of lane change credit for the next month’s salary.

### **3.3.10 Educator Substitute Class Coverage**

\*After a 2-year pilot and recommendation of the Compensation committee.

On rare occasions, it may be necessary to cover a class with a current Weber District Licensed Employee. When this occurs, they will be paid at the following rates:

**Secondary**

High School

Coverage for 2 class periods	Current certified substitute teacher pay rate	Coverage
for 4 class periods	Current certified substitute teacher pay rate	

**Jr. High School**

Coverage for 4 class periods	Current certified substitute teacher pay rate	Coverage
for 7 class periods	Current certified substitute teacher pay rate	

**Elementary**

Coverage for 3 hours	Current certified substitute teacher pay rate	Coverage
for 6 hours	Current certified substitute teacher pay rate	

Coverage time only applies to absences that were not picked up through the AESOP system. These are limited to sick, personal, bereavement and emergency. All coverage time must follow proper paperwork procedures and be approved by the building Administrator. All official documentation supporting payment of the earned coverage time must be turned in to the school no later than the 10<sup>th</sup> of each month for it to be included on the next month’s payroll.

**3.3.2 Supplemental Income, Workshop and Hourly Rate**

- A. Supplemental income payments to teachers for extra duty, state or district leadership, workshops, conventions, summer school, workshops, vocational programs, and other such activities or programs shall be listed separately on the teacher’s pay statement.
- B. All supplemental income payments shall be made through District Accounting payroll. School administrators shall not make payments in the form of stipends, supplemental income, bonuses, salary increase, compensation time, or any other form of compensation without express approval from appropriate District personnel.
- C. Excluding salary increases negotiated between the District and the Association, under no circumstances may any payments listed in 3.3.2-A be made that exceeds one EFU stipend during the course of a school year.
- D. A written agreement between the District and the teacher shall be made prior to the convention,

workshop or activity according to the existing schedule.

- E. Extra duty assignments are defined as assignments that exceed the scope of the work for which an employee was hired to do and for which the employee receives a stipend or supplemental pay upon approval from appropriate District personnel. Extra duty is separate and apart from extracurricular assignments which are indexed in 17.3 of this Agreement. Extra duty assignments are to be completed outside of the regular contract time and may include, but are not limited to, facility and/or program enhancement and improvements, program or personnel development, etc.
- F. All extra duty compensation will be paid on an hourly rate and be commensurate with the “Weber School District Summer School, Make Up Class, and Curriculum Development” pay schedule listed in this Agreement.

### **3.3.3 Continuing Salary**

Each teacher will receive salary adjustments, i.e. lane changes and increments as negotiated. However, all such stipends as extra duty, coaching, grants, extracurricular stipends from the index, in-service and EFU stipends (as negotiated in separate district policy) are granted on a yearly basis and are based on available funding and on the needs of the school as determined by the administrator and/or District. No payments will be made for extra duty assignments without express District approval. District approval is required for any payment made from school funds, regardless of the account from which the funds derive, to any employee of the school for any reason.

### **3.3.4 Career and Technology Education Placement on the Salary Schedule**

Career and Technology Education teachers beginning full time employment in September of 1988-89 school year holding a valid Career and Technology Education License with the required endorsement shall be placed on the salary schedule as described below:

- a. Career and Technology Education Provisional License (2 year license): BS Lane 1 Step 1
- b. Basic License (2 year License): Placement according to teaching experience. Experience in industry may be credited toward future advancement based on Section d.
- c. Standard Career and Technology Education License (5 year license): See 4.6 experience credit. Experience in industry may be credited toward future advancement based on Section d.
- d. Industrial experience may be used toward lane change when first employed by the district according to the following formula:

6 years = Provisional Career Technology Education License. 7 –  
11 years = 15 credit quarter hours or 10 semester hours 12 – 16  
years = 15 credit quarter hours or 10 semester hours  
17 – 21 years = 15 credit quarter hours or 10 semester hours  
Maximum of 45 credit quarter hours or 30 semester hours

e. Each license must be accompanied by the required state-approved program endorsement.

The specific renewal requirement for each of the licenses is found in the "State Standards for Career and Technology Education Technical Licenses."

### **3.3.5 National Board Certification:**

See Salary Schedule.

Teachers receiving National Board Certification who possess a Level 3 Teaching License as issued by the Utah State Office of Education shall receive a \$798.00 stipend each year they remain nationally board certified. This stipend is indexed to the salary schedule and will increase as base increases occur.

National Board for Certification of School Nurses Exam: When a nurse passes this exam, the nurse shall be reimbursed the cost of the exam upon the presentation of the passing score and receipt to the districts.

### **3.3.6 Certificate of Clinical Competence**

Speech Language Pathologist who possess the Certificate of Clinical Competence shall receive a \$550.00 stipend each year they maintain their Certificate of Clinical Competence. This stipend is indexed to the salary schedule and will increase as base increases occur.

Nurses shall be paid on the Teacher Salary Schedule and shall receive salary advancements and lane changes in the same manner as teachers as specified in this agreement.

### **3.3.7 New Teachers Hired After the Start of School**

Teachers who are hired after the start of the school year shall be given at least one (1) preparation day to prepare for their assignment to be paid at their contracted salary daily rate.

### **3.3.8 Salary Schedule**

See last pages. Teacher Salary Schedule

### **3.3.9 Hourly Rate Schedule**

\*See last pages. Summer School, Make up Class, & Curriculum Development



## **4. EMPLOYMENT AND LICENSING**

### **4.1 ASSIGNMENT OF PROFESSIONAL PERSONNEL**

The basic consideration in the assignment of professional personnel in the District and/or school is the well-being of the program of instruction. The appropriateness of the assignment will have a significant impact on the morale of the professional staff and the effectiveness of the total educational program. It is the policy of the District that instructional personnel be assigned on the basis of their qualifications, the needs of the District and/or school, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first in accordance with the needs of the District and/or school, second where the administration feels the teacher is most qualified to serve, third as to the preference of the teacher. (2020)

### **4.2 PROPER LICENSING REQUIREMENTS**

The proper license or a letter from the graduating institution recommending licensure shall be provided to the District on or before July 1st of each year. The teacher will furnish the District with an official transcript of all college credits earned to date. An updated or new transcript will be filed when received.

The responsibility for meeting the requirements for a teaching license and the responsibility for obtaining such license and for keeping it continuously valid in the State of Utah rests directly with the individual teacher. No teacher shall receive salary payments without having obtained a license valid for the grade level or subject to which they may be assigned.

The District will charge an employee no more than \$10.00 to provide fingerprinting services required for acquisition or renewal of a teaching license. This charge is in addition to any fees charged by agencies outside of the District.

### **4.3 POSITION ON NON-LICENSED TEACHERS**

The District agrees that no knowledgeable effort will be made to hire teachers who are not properly licensed.

Upon request, the District will investigate and properly adjust any misplacement of personnel on salary schedules.

Any person serving as a teacher aide or para-professional shall be paid on the teacher aide or para-professional salary schedule, which, in no instance, will be equal to or exceed the teacher salary schedule.

### **4.4 RECRUITMENT AND SELECTION**

The basic purpose of personnel recruitment and selection shall be to fill existing vacancies with individuals who meet established qualifications and who appear likely to succeed in the position to which they are assigned. It shall be the

duty of the Superintendent to establish the necessary criteria and procedures for the recruitment and selection of all permanent personnel. The following criteria shall apply to the recruitment and selection of the District personnel:

1. Qualified applicants shall be actively sought.
2. Selection shall be based solely on merit and eligibility and shall not be affected by an applicant's creed, race, color, sex or age.
3. List of personnel selected shall be reported to the Board for approval.

#### **4.5 HEALTH EXAMINATIONS /FIT FOR DUTY**

Each employee is required to report to work in an emotional, mental and physical condition (including free of the effects of alcohol and drugs) necessary to perform his or her job in a safe and satisfactory manner. A fitness for duty evaluation is designed to address behavior and conduct by an employee that may pose a potential threat to self or others in the workplace. Application of this policy is not intended as a substitute for District policies or procedures related to chronic performance or behavioral problems or as a substitute for discipline. Supervisors shall continue to address performance or behavioral problems through the performance appraisal process and to implement appropriate corrective or disciplinary action.

##### **4.5.1 LEGAL STANDARD**

The District will comply with federal law (primarily the Americans with Disabilities Act of 1990, as amended in 2008 [ADAAA]) and the Family Medical Leave Act (FMLA). Federal law permits the District to require a medical examination of an employee if the requirement for the examination is job-related, consistent with business necessity, and if the District has a reasonable belief that: (1) the employee's ability to perform essential job functions may be impaired by a medical condition; or (2) an employee may pose a direct threat (i.e., significant risk of substantial harm to the health and safety of self or others) due to a medical condition. The District will comply with all other federal and state laws pertaining to an employee's disability, medical leave, or injury on the job.

##### **4.5.2 DEFINITIONS**

- a) **Business Necessity:** Is the person capable of performing the assigned job. A business necessity in the schoolhouse includes ensuring employees are capable of providing a safe education environment for students and staff, including but not limited to classroom, field trips, after school activities and the like. An example of something that is NOT a business necessity for a teacher might be ensuring the teacher to run 2 miles. An example of something that MAY be a business necessity is ensuring a teacher is alert and coherent on the job.
- b) **Fitness for Duty Examination:** a limited scope examination by an independent health care provider that evaluates an employee's ability to safely perform the essential job functions, with or without reasonable accommodations. A Fitness for Duty Examination may only be required if the examination is

job-related—which means it is limited in scope to whether the person can perform the functions of the job assigned— and consistent with business necessity.

c) Fitness for Duty Committee: A District committee comprised of the Human Resources Director and/or Assistant Director, the District’s legal counsel, and the employee’s immediate supervisor that determines whether a Fitness for Duty Examination is necessary based on the factors outlined in this policy and whether and when an employee may return to work following a Fitness for Duty Examination, provided the employee’s immediate supervisor does not have access to the examination or other private information

### **4.5.3 FITNESS FOR DUTY REQUIREMENTS**

4.5.3.1 When it is job-related and consistent with business necessity, the Fitness for Duty Committee may require a Fitness for Duty Examination under the following circumstances:

- a) If an educator is having observable difficulty performing his/her duties in a safe and effective manner;
- b) If an educator poses a serious safety threat to self or others due to a medical condition; or
- c) If, upon return from FMLA and receipt of an FMLA return-to-work certification from the teacher’s health care provider, the Fitness for Duty Committee has reasonable and articulable concerns that the teacher is not capable of performing the teacher’s essential job functions.

4.5.3.2 All school employees, including educators, duties include exercising reasonable and ordinary care to maintain a safe education environment for students and others, including but not limited to classroom, field trips, class activities and the like. While schools and their employees cannot guarantee a student will never be harmed while at school, educators are responsible for providing reasonable supervision of students and acting in a manner that a reasonable student would feel safe.

4.5.3.3 Factors the Fitness for Duty Committee may consider when making a determination to require a Fitness for Duty Examination include:

- a) Whether the educator made threats that a reasonable person would consider to be more than mere hyperbole. For example, but not intended to be all inclusive:
  - Verbal or written threats to self or others with a specified time, place, or manner of carrying out the threat
  - Repeated verbal or written threats to self or others
  - Verbal or written threats to self or others accompanied by the employee hitting, kicking, pinching, grabbing, slapping, pushing, throwing objects at, or otherwise assaulting a student or employee
  - Verbal or written threats described with violent imagery or detail
- b) Whether the educator was observed demonstrating difficulty carrying out the educator’s essential job functions. For example, any or a combination of the following, but not intended to be all inclusive:

- Slurred and/or jumbled speech
- Asleep on the job
- Non-responsiveness when addressed by students or other employees
- Inability to engage in a conversation with students or other employees
- Highly and unusually distractible

c) Whether the educator was observed demonstrating a physical difficulty carrying out the educator's essential job functions. For example,

- cannot climb a flight of stairs without sitting down to catch her breath;
- unstable on feet, and appears to be stumbling or wobbling
- unable to speak in full sentences or follow a conversation;
- unable to remember simple tasks, or to properly orient herself

4.5.3.4 The District Fitness for Duty Committee will receive documentation of symptoms or observations when making a determination to send an educator for a Fit for Duty Examination.

4.5.3.5 The District may determine an employee is a serious threat to self or others based on observations, reliable information by a credible third party, or statements the employee him or herself has made.

4.5.3.6 The District may ask for medical documentation that explain the effects of prescription medication on the employee's ability to perform the job.

4.5.4 An employee required to have a Fitness for Duty Examination will be placed on paid administrative leave until the employee obtains a report from examiner regarding the Fitness for Duty Examination and submits it to the Fitness for Duty Committee for review and has been cleared to return to work. An employee's supervisor will not be part of the Committee for purposes of reviewing the report but may consult the Committee on the educator's specific job duties in helping the Committee determine whether to return the educator to work and make suggestions for a return to work plan.

4.5.5 The Fitness for Duty Examination is paid for by the district and the report is property of the district. The district may share the report with the educator or the educator's advocate with consent from the Fitness for Duty examiner.

4.5.6 The District will maintain a list of independent, licensed health care professionals with forensic training that may conduct a Fitness for Duty Examination.

4.5.7 Any Fitness for Duty Examination required by the District will be paid for by the District.

4.5.8 The Fitness for Duty Examination results shall be presumed valid. If the employee disagrees with the results, the employee may, at his or her own expense, obtain a second opinion which the Fitness for Duty

Committee will consider, but the Fitness for Duty Committee has ultimate discretion regarding which medical opinion, if differing, to rely on in making a determination of allowing an employee to return to work.

4.5.9 The Fitness for Duty Committee will review the results of the Fitness for Duty Examination and determine whether the employee may return to work, with or without reasonable accommodations.

4.5.10 If accommodations are necessary, the Fitness for Duty Committee will meet with the employee and engage in the interactive process to determine what accommodations need to be made.

4.5.11 Continued employment may be contingent on a plan to return to work, including compliance with recommendations provided by the Fitness for Duty Examiner, such as periodic testing, additional assessments, and compliance with resulting recommendations. Applicable leave policies and health plan benefits shall apply.

4.5.12 Under the Health Insurance Portability and Accountability Act (HIPAA), any document containing medical information about an employee is considered a medical record and is regarded as confidential. Records of Fitness for Duty Examination shall be treated as confidential medical records and maintained by the District as appropriate. This information may be shared only on a “need to know” basis in as limited capacity as is necessary. Employees or their advocates may obtain a copy of the Fitness for Duty Examination from the District upon written request, and with consent from the Fitness for Duty Examiner

4.5.13 Teachers are entitled to representation and/or support through the process described above.

4.5.14 Nothing in this provision prohibits the District from requiring a risk assessment of teachers through the Employee Public Assistance program (Blomquist Hale) where there is an imminent threat of harm to self or others. The risk assessment will not be full scale evaluation and will not result in a diagnoses, report, or disclosure of other sensitive health information.

#### **4.6 EXPERIENCE CREDIT**

Experience credit will be awarded on the following basis:

1. Full credit for up to 14 years of public school and/or accredited private teaching experience shall be granted for new hires to the district, placing them on step 15 of the Teachers Salary schedule.
2. Teachers returning from a leave of absence without pay shall be placed on the appropriate step and lane of the salary schedule and receive credit for the total number of years. Those teachers who have completed at least one-half of their contract before leave shall be placed on the next step of the appropriate lane of the salary schedule and shall receive credit for the total number of years.
3. Teachers hired on or after February 1st will not be given credit on the salary schedule for that year of

experience.

4. Teachers who separate from the district and are re-hired to a position requiring a teaching license within a one year period of time shall have the following benefits: (This does not apply to teachers who have retired and are rehired within one year of their retirement date.)
  1. Sick leave which has accrued to an individual at the time of separation shall be reinstated upon the teacher's return.
  2. The teacher shall be placed on the same salary step that they were eligible to be placed on at the time of separation.
  3. No waiting period will be required for insurance eligibility.
  4. The number of years employed on the teachers' salary schedule in the district will be restored.

#### **4.7 NON-SCHOOL EMPLOYMENT**

Teachers shall not engage in employment that would affect or interfere with their regular assigned duties.

#### **4.8 PERIOD OF EMPLOYMENT**

Teachers will be required to give 183 days of service to fulfill their contract. As part of the 183-day contract, teachers shall spend three days in Institute, in-service training, classroom preparation, etc. Teachers may be subject to call prior to the opening of school and following the closing of school for registration, clarifying and updating records, inventories or other checkout procedures. District activities will not be scheduled during the two days of the state teacher's convention.

In the event the schools do not start on the scheduled calendar date because of reasons other than failure to negotiate a contract or are forced to close during any part of the contract period, the District, after consultation with the Association, will set a new calendar providing for 183 days unless limited by the number of available days prior to the next school year; in such an event, a minimum number of days fixed by the state requirements will be met. When the school district receives full state funding, agreed contractual salaries will be honored.

### **5. EVALUATION PROCEDURE**

The instructional performance of all teachers in this school district shall be observed, both formally and informally by the administrators of the District. The purpose of an evaluation is to improve the performance of each teacher. Teachers shall be counseled regarding areas of improvement needed and suggestions shall be made concerning methods. Recognizing that each teacher's method and philosophy is different, the District affirms the right and responsibility of

each teacher to develop instructional techniques insofar as such techniques do not result in procedures contrary to district-wide policy and philosophy.

## **5.1 CAREER TEACHER EVALUATIONS**

The district-wide program for evaluating the instructional process will provide that:

1. All formal observations and/or evaluations of a teacher's performance shall be conducted openly and with full knowledge of the teacher. The teacher will be notified in advance of the evaluation instrument to be used. Sufficient time should be spent in the classroom observation to effectively evaluate the performance of the teacher. Every effort will be made to conduct evaluations at reasonable times during the school year.
2. Each formal evaluation of the teacher will be followed by a personal conference between the teacher and the evaluator within ten (10) working days of the observation. The building administrator will discuss with the teacher any areas in which improvement is needed. Areas of needed improvement shall be noted in writing, with a plan for improvement. The teacher shall be given a written copy of any evaluation report and will discuss such report with the evaluator with areas of needed improvement, within five (5) working days of the conference identified above. Before the evaluation report is placed in the teacher's file the teacher will sign the evaluation noting awareness of its contents. The teacher may add comments to the evaluation. These comments will be attached to the evaluation.
3. Teachers will be promptly notified and provided with copies of all written observations, evaluations, and/or materials received from outside or other sources relating to conduct, service, character or personality, that are placed in their personnel file. The teacher will have an opportunity to review the materials.
4. Teachers shall be counseled regarding specific areas of improvement needed. If previously noted deficiency(s) are not noted in subsequent evaluations, it shall be understood that the deficiency(s) has/have been corrected. The foregoing shall not be construed to mean that supervisory persons are responsible for the teacher's success or failure.
5. The teacher shall be given every opportunity to call on supervisors, specialists, association personnel, or other professional educators for assistance, constructive help or evaluation. These evaluations will become part of the teacher's personnel file according to the stipulation of items two and three above.
6. When informal observations or evaluations occur and result in a conference and/or items being placed in the teacher's file, the procedures identified above will apply.
7. An educator who is not satisfied with an evaluation has 15 (fifteen) days after receiving the written evaluation to request a review of the evaluation.
8. The intent of the educator summative evaluation is to be on a 3-year cycle, however, principals reserve the right to reevaluate. Also, an educator can also request an additional evaluation. (2020)

## **5.2 EVALUATION OF PROVISIONAL TEACHERS**

1. Evaluation of provisional teachers is a continuous and open process designed to assist the provisional teacher to be successful.
2. Provisional teachers, upon employment and at the beginning of each school year, shall be informed of the general criteria upon which they will be evaluated.

3. Each provisional teacher will be given assistance through the District Mentor Program.
4. Provisional Teachers shall be provided assistance when areas of concern are noted on the formative and/or summative evaluations.
5. An educator who is not satisfied with an evaluation has 30 days after receiving the written evaluation to request a review of the evaluation.

### **5.3.1 TEACHER REMEDIATION**

1. A teacher whose performance is inadequate or in need of improvement shall be provided with a written document that clearly identifies deficiencies, available resources for improvement, and recommended course of action that will improve the teacher's performance.
2. The district shall provide the teacher with reasonable assistance to improve performance.
3. A teacher is responsible for improving performance by using the resources identified by the school district and demonstrating acceptable levels of improvement in the designated areas of deficiencies.
4. The plan will indicate the length of time for remediation.
5. A teacher shall have the right to representation of their choice at any meeting or conference in which the teacher is placed on a plan of assistance (as per Utah Code 53A-8a-503).
6. A teacher on a plan of assistance has the right to representation of their choice at any meeting or conference in which the evaluation of the teacher's progress as it pertains to the plan of assistance is discussed or a meeting where the terms of the plan of assistance are revised or modified.
7. The intent of 5.3 is not to discourage consistent and constructive communication between the teacher and administration.

### **5.4 PROBATION**

1. Teachers placed on probation will be given written notice detailing the specific reasons for the probation.
2. Teachers placed on probation will be subject to Remediation Plan 5.3.
3. Teachers will be removed from probation when they have successfully satisfied the terms of the probation.
4. Teachers on probation at the end of the current year shall not receive a lane change or a step increase for the next contract.
5. A teacher shall have the right to representation of their choosing at any meeting in which the teacher is placed on probation.
6. A teacher on probation has the right to representation of their choice at any meeting or conference in which the status of their probation is discussed or a meeting where the terms of the probation are revised or modified.



## **6. GRIEVANCE PROCEDURES**

### **6.1 DEFINITION**

A grievance shall mean a notice by a teacher(s) and/or a representative of the teacher that there has been an alleged violation, misinterpretation or inequitable application of any provision in the Teachers' Professional Agreement or other written agreements with the Association and the District which affects teachers.

6.2.3. The following complaints, appeals for resolution, or grievances are specifically excluded:

- Complaints regarding disciplinary actions, termination, and other matters pursuant to District Policy 7900 and the Teacher's Agreement Section 15.2, which can be addressed in accordance with UCA 53G, Part 11.
- Complaints regarding educator evaluations or performance reviews, in accordance with the Teacher's Agreement Section 5, which can be addressed by following Section 5 of the Agreement.
- Necessary Staff Reductions pursuant to UCA §53G-11-516.
- Job classification and compensation issues, which can be addressed through the Human Resources Department.
- Voluntary request for transfer, classroom or grade reassignments in accordance with the Teacher's Agreement Section 16.
- Any other matter where the subject and applicable appeal process is specifically identified in another District Policy.

### **6.2 PURPOSE**

The purpose of grievance procedures is to secure, at the point of origin, and most informal level, equitable solutions to the problems which arise.

### **6.3 REPRESENTATION**

The District, the teacher and a representative of the teacher will cooperate in the investigation of any concern. It will be the teacher's responsibility to notify a representative. A representative may attend any meeting or informal discussion under this Section. Any teacher has the right to have a representative of choice at all meetings and all informal discussions under this Section.

### **6.4 STEPS**

#### **1. Step 1 Informal Discussion with Individual**

A grievance must be filed within thirty (30) days of the incident, or if the grievance includes an accumulation of incidents, thirty (30) days of the most recent incident, although an investigation may include all prior incidents leading up to the filing of the grievance.

If the grievance involves another individual who is not the teacher's supervisor, the teacher should first discuss the grievance with that individual directly in an attempt to resolve the grievance.

### Step 2 Informal Discussion with Supervisor

If the teacher cannot resolve the grievance directly with the individual or if the grievance does not involve another individual, the teacher will discuss the concern with the teacher's supervisor, with the objective of resolving the matter informally.

If the grievance is with the teacher's supervisor, the teacher may meet directly with the teacher's supervisor or request that a representative meet with the supervisor directly on behalf of the teacher.

### 3. Step 3 Formal Grievance

If, after the discussions with the supervisor, a concern still exists, the teacher or a representative of the teacher may invoke the formal grievance procedure. A written letter of concern shall be filed to the Human Resource Director or designee by the teacher and/or representative within ten (10) district business days of the informal discussion with supervisor. Thereafter, as soon as possible, the teacher and association representative shall meet with the Human Resource Director or designee to discuss any possible resolution to the concern. The Human Resource Director or designee may gather additional facts as necessary, and may also meet with the other party if there is more than one party involved in the dispute. The Human Resource Director or designee will issue a written response within ten (10) district business days of receiving the written letter of concern.

### Step 4 Final Appeal to Superintendent or Designee

If the teacher is not satisfied with the written response from the Human Resource Director or designee, the teacher may submit a written appeal to the Superintendent or Superintendent's designee at the Superintendent's discretion within five (5) district business days of receipt of the response from the Human Resource Director or designee. The Human Resource Director or designee will submit the written response to the letter of concern to the Superintendent or designee and the Superintendent or designee will review both the appeal and the written response. In the Superintendent's or designee's discretion, the Superintendent or designee may meet with the teacher and/or a representative of the teacher and any other party involved in the dispute. Within five (5) district business days, the Superintendent or designee will issue a written decision in response to the grievance. The Superintendent's or designee's written decision is the final administrative action.

This does not negate the teacher's right to appeal to the courts, or to seek redress through legal action of the courts. However, no legal action may be commenced without first exhausting the teacher's rights under this agreement.

## 6.5 Miscellaneous Grievance Provisions

No person shall suffer recrimination or discrimination because of participation in this grievance procedure.

Confidentiality will be observed in accordance with Utah law.

Nothing contained herein shall be construed so as to limit in any way the ability of the District and the employee and others to resolve any grievance, mutually and informally.

Notice of all responses or decisions relative to grievances under this policy shall be hand delivered or delivered by reasonable, secure means, certified mail, return receipt requested, or secure mail.

All records of these proceedings are maintained in accordance with the Utah Government Records Access and Management Act. (2020)

## 6.4 Steps

### 3. Step 3 Hearing Officer

A career teacher has a right to a fair hearing when the career teacher's contract is terminated consistent with the following procedures:

- a. A teacher must request a hearing fifteen (15) days from the date the notice of termination is personally delivered or postmarked.
- b. Upon request of a hearing, the district superintendent will appoint a hearing officer from a list, created by the Association and the district, of mutually agreed upon hearing officers through negotiations.
  - i. Hearing officers must be professionals with experience in education.
  - ii. A hearing officer may be a licensed attorney but does not have to be.
- iii. The list of hearing officers will be updated on a regular basis to ensure the availability of the hearing officers on the list. The list will be agreed upon each year through negotiations.
- c. Unless agreed upon in writing by both parties that an extension is necessary, a fair hearing will be held within sixty (60) days of the appointment of a hearing officer.
- d. The teacher and district may each be represented by counsel, produce witnesses and evidence, hear testimony and cross-examine witnesses. Witnesses and documentary evidence each party intends to introduce at a hearing must be provided to the other party at least one week prior to the hearing.

- e. A fair hearing is an informal administrative hearing and is not bound by the same rules of procedure and evidence that govern civil or criminal matters, including the rules regarding discovery.
- f. If deemed necessary, a court reporter will take an accurate transcript of the fair hearing and will provide the transcript to the fair hearing officer within a reasonable time following the hearing.
- g. The fair hearing officer:
  - i. May request briefs to be filed prior to the hearing
  - ii. May rule on motions submitted by the parties
  - iii. Will hear all evidence and testimony at the hearing
  - iv. Will make a determination about whether the district had cause to terminate the teacher.
  - v. Will prepare a written report with a recommendation to either uphold the district's termination or to overturn the district's termination, and will submit the written report to the district and the employee (or their representatives)
- h. The hearing report will be presented to the school board for final determination to accept or not accept the hearing officer's recommendation. If the board does not accept the hearing officer's recommendation, the board will prepare a written report with a rationale for rejecting the hearing officer's recommendation.
- i. The fee for the hearing will be split evenly (50% and 50%) between the teacher and the district.
- j. Nothing in this section precludes the teacher or the district from pursuing appropriate relief through state or federal court.
- k. Nothing in this section shall be construed to preclude staff reduction when necessary due to decreased student enrollment in the district because of the discontinuance of a particular service, because of the shortage of anticipated revenue after the budget has been adopted, or because of school consolidation. (2020)

\*Hearing officers agreed upon by Weber Education Association and Weber School District:

- 1. Lois Barr
- 2. Jean Hill
- 3. Carol Clawson
- 4. Ashley Leonard
- 5. Kirk McCrae
- 6. Star Oruillian
- 7. Lyle Cox
- 8. Everett Perry
- 9. Kass Harstad

10. Ken Wallentine (2020)

## **7. NEGOTIATIONS**

The Weber School District and the Weber Education Association agree to negotiate in good faith. Negotiations shall begin no later than March 10 of each year. Beginning with the first negotiation session, procedural agreements concerning negotiations will be mutually established.

## **8. PAYROLL AND SALARY DEDUCTIONS**

### **8.1 CREDIT UNION**

Payroll deductions will be made on a regular monthly basis. New program deductions or changes will be accepted no later than the 15th of each month beginning September 1, through June 15. No changes in deductions will be made during July and August.

### **8.2 INSURANCE**

#### **Health and Accident Insurance**

- a. The insurance policy premium of any person who terminates before the completion of the school calendar for which he is contracted will be discontinued at the date of termination.
- b. Any teacher who completes the school calendar year before termination, or who returns during the calendar year, will be covered by the insurance policy until August 31st of the year that they terminate or retire.

#### **Personal Life Insurance**

- a. Changes will be made on a regular monthly basis. New program deductions or changes will be accepted no later than the 15th of each month beginning September 1, through June 15. No changes in deductions will be made during July and August.
- b. Any increase in personal life insurance after the billing date of the insurance carrier will be paid directly to the carrier by the teacher.

### **8.3 SALARY**

When deductions from pay are made for absence from school, the amount to be deducted shall be determined by considering one day's pay as 1/183 of the stated annual salary.

Teachers assigned to summer programs, adult education, workshops, and/or leadership in curriculum development shall receive additional compensation at the established rate.

One-twelfth of the salary shall be payable on the first day of each calendar month beginning with October of each year. A deposit is made in the teacher's choice of financial institution. This deposit will be transmitted through the Federal Reserve Automated Clearing House system two days before and dated the first business day of each calendar month. The availability of these funds to each teacher will be subject to the policies of each individual financial institution. The teacher's choice may be changed upon written notice given to the district payroll office no later than the 15th day of the month, September through June. This will become effective on the next monthly payroll after receipt of the notice by the payroll office.

If a teacher is released from contract, the balance due at the date of release shall be payable upon release, or if the teacher is not re-employed for the succeeding year, the teacher may:

1. Request the balance of his annual salary payable on the first day of the month following the last contract day.
2. Request to continue to receive his salary on a monthly basis as stipulated above.

In case the actual time of service is less than the specified time of service, the salary to be paid shall bear the same ratio to the specified salary as to the time of service.

### **8.4 UNITED FUND**

Deductions may be made in amounts of not less than \$1.00 per month for a period of twelve (12) months. This is a voluntary contribution.

### **8.5 ANNUITIES/403B/457/401K**

Payroll deductions for approved tax-sheltered annuities will be made on a regular monthly basis. Changes in annuity deductions will be accepted no later than the 15th day of each month, October through May, and will go into effect on the next monthly payroll. All annuity programs shall be for annuities only and not include personal insurance.

Any annuity program may be discontinued upon written notice given to the District payroll office from the teacher. Written notice of cancellation received in payroll by the 15<sup>th</sup> of any month October through May will become effective on the next monthly payroll.

The teacher shall be responsible for all accounting records in relation to any annuity programs and releases and discharges the District, Board of Education, and employees of the District by completing the District indemnification form before any new or increase annuity reduction will be processed by the payroll office.

## **9. PERSONNEL RECORDS**

One official personnel file shall be kept on the teacher at the district level. One school file may also be kept by the principal at the school level.

The teacher's school or personnel file will be open to the teacher upon the teacher's written request. Said file will be available to a representative, i.e., Association representative and or a legal representative. If the official file is accessed, there shall be a record containing the date and reason. In the event the teacher disagrees with an item to be placed in the school or district personnel file, the teacher may write a written response to be placed alongside that document in their file. (2020)

## **10. PROFESSIONAL RESPONSIBILITIES**

### **10.1 ABSENCE FROM WORK**

In case of an absence, as defined in the negotiated agreement, the teacher shall report such absence using AESOP or by directly contacting the building administrator at the earliest possible time. It shall be the responsibility of the school administrator to provide a substitute teacher. However, a teacher may recommend a specific substitute or arrange for their own substitute if the teacher wishes. If a substitute is required, daily lesson plans will be readily available. When the absence is reported to the principal, a statement covering the work to be done by the class will also be given.

### **10.2 ADVERTISING IN SCHOOLS**

Teachers will not furnish lists of names and/or addresses of pupils or teachers for any purpose. Teachers will not use commercial advertising in their classrooms. Free instructional films and posters supplied by commercial firms may be used with the principal's approval.

### **10.3 CARE OF EQUIPMENT**

Teachers shall care for and keep a record of all equipment issued to them. They shall follow the instructions given for the care and use of such equipment and shall take necessary measures to safeguard school property from misuse or theft.

### **10.4 CONFLICT OF INTEREST**

Teachers shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with their responsibilities.

### **10.5 GIFTS TO STAFF**

Pupils, parents and other patrons of the district shall be discouraged from the presentation of gifts to district teachers.

The writing of letters to staff members expressing gratitude or appreciation is appropriate.

#### **10.5.1 GRANTS**

If an educator receives grant money for technology, they will purchase the technology through the district. This will ensure the device will be in line with security measures the district requires, and the device would be able to be maintained by district personnel.

### **10.6 LOADING OF BUSES**

Teachers shall assume responsibility, by assignment, to assist in the safe loading and unloading of buses at the various school units in the district. Teachers are encouraged to be active in enforcing orderly loading and unloading procedures as required and to cooperate with the bus drivers and the supervisors of transportation service. Teachers are urged to report to principals incidents of disorderly conduct which occur while loading and unloading school buses. (2020)

### **10.7 PERSONAL APPEARANCE AND DRESS**

Teachers' personal appearance and dress should reflect professional standards, i.e., cleanliness, neatness, appropriateness and good taste.



## **10.8 PLAN OF INSTRUCTION**

Each teacher shall have a written, flexible long-range and daily program of instruction consistent with the general scope and sequence plan of the district.

## **10.9 PUBLIC RELATIONS**

Teachers are urged to assist the administration in the area of public relations and in the building of good relationships with parents and other school patrons. Loyalty and support of the educational projects in the district are encouraged and solicited from all teachers.

## **10.10 SOLICITATIONS BY STAFF**

No teacher shall influence parents or pupils to purchase books or other merchandise.

## **10.11 TEACHING HOURS**

1. School Day. Teachers on regular contracts shall be at school each school day at least 30 minutes before and shall remain at least 30 minutes after their teaching duties begin and end. Regular contract teachers are to be available for individual preparation, joint planning, student and parent conferences and classroom assignments for at least eight hours each school day, or the equivalent hours for teachers on a partial contract.

The actual time of routine arrival and departure shall be agreed upon by the teacher and the building administrator.

Teachers may leave school during school day hours by making arrangements with the building administrator. As professionals, individual needs of teachers shall be considered by the building administrator on a day-to-day basis.

Each teacher should have, on average, a 30-minute lunch break each day. Additional duties should not be assigned during the lunch break.

2. Preparation Time. Secondary teachers without a stipend for effective facility use shall be provided a preparation period each school day. Elementary teachers shall be provided a 2 1/2 hour block for preparation time each week, on Wednesday. Part-time teachers shall be provided proportionate preparation time. No meeting shall interfere with preparation time unless agreed upon by the teacher. Each teacher should have

uninterrupted planning time, excluding meeting with students and parents. Teachers are expected to devote the time necessary to meet their responsibilities.

Teaching time with students shall not be increased because of teacher preparation time. Preparation time may include group and individual preparation and planning.

Each Elementary school may establish a prep time committee to investigate creative ways of increasing preparation time within constraints of school, district policy, state or federal statute. (2020)

## **11. PROFESSIONAL RIGHTS**

### **11.1 COMPLAINTS**

All initial complaints regarding personnel, including complaints from licensed employees, should be directed to the immediate supervisor of the person about whom the complaint is registered. The immediate supervisor shall promptly discuss the complaint with the teacher and make every effort to resolve the matter. If the complaint develops into a situation of major magnitude, the complainant's name(s) should be revealed. Before materials are placed in the teacher's file, the name(s) of any complainants will be identified. Materials that are derogatory to a teacher's conduct, service, character, or personality shall not be placed in an individual's official Personnel file unless an opportunity was given to the teacher to read and discuss the materials. The teacher may acknowledge the reading of the material by affixing a signature on the actual copy to be filed. If the teacher desires not to sign the material, the administrator shall make note of the refusal on the copy to be filed. The teacher shall have the right to attach any comments or documentation to the material before the material is filed. If the immediate supervisor cannot obtain a reasonable solution to the problem, the appropriate district administrator shall attempt to reach an equitable solution. If it is impossible for the district administrator to reach an equitable solution, the teacher may invoke the grievance process as described in 6.3.

Complaints regarding curriculum or teaching materials will be handled in the general manner prescribed above. The process will begin with the immediate supervisor and the involved teacher(s).

### **11.2 ETHICS**

The teacher should adhere to the ethical standards of the profession. Part of the teacher's professional responsibility is to avoid ongoing conflict with other teachers, administrators and parents. Teachers who are continually in conflict with other teachers, administrators and parents may be recommended for dismissal.

Teachers who consistently violate ethical standards, found in the Utah State Board of Education R277-515 Utah Educator Professional Standards and District Policy 7900, may be placed on probation or terminated

through the proper procedures. The teacher and the Association will be notified of violations of these standards. (2020)

### **11.3 INVOLVEMENT OF PERSONNEL**

It is the policy of the District to encourage teacher participation in decision-making at the district and building levels. The Superintendent is authorized to establish committees as necessary to recommend policies and rules for the proper functioning of the district. All task force committees affecting teachers will include teachers and administrators on an equitable basis.

Teacher associations may submit teacher nominations for task force committees to the superintendent for consideration.

### **11.4 POLITICAL ACTIVITY**

The District recognizes that teachers have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive public office.

Any teacher who has had at least one full year of service in the system may be granted leave of absence without pay for political activity. It is the intent of the Weber School District to place these teachers in their original or equivalent teaching assignment upon their return to the district.

Requests for leave under this policy must be made in writing and must include title of office and specific dates involved.

Leave shall not exceed one full year of continuous absence.

In connection with campaigning as a candidate for or holding a public office, school equipment or supplies shall not be used at any time; there shall not be any involvement of District personnel during the workday; nor any encroachment on the time of the workday.

All rights and privileges of this policy are contingent upon the teacher's return to the District immediately upon termination of leave.

### **11.5 PROFESSIONAL BEHAVIOR**

Teachers are expected to comply with all rules, regulations, and directions adopted by the District.

Teachers shall be accountable for professional conduct including, but not limited to, the following activities.

1. Devoting sufficient time to properly plan, and carry out; educational programs.
2. Honoring letters of intent and contract.

3. Participating in developing educational improvements in the district.
4. Participate in teacher training programs.
5. Be actively involved in sound public relations in support of school board policy.

The Association shall use its best efforts to correct breaches of professional behavior by teachers when so notified. The district shall use its best efforts to ensure that teachers are treated professionally by building administrators.

Building administrators shall seek teacher input to ensure there is an equitable distribution of activities and non-teaching supervisory assignments among all teachers.

1. Teachers shall not be required to collect money from students for non-educational programs. This responsibility should be assumed by the PTA and other volunteer groups.
2. Teachers shall not be required to transport students. Teachers may do so with the permission of their principal or supervisor. Teachers shall not be required to pick up or deliver equipment or supplies.
3. Teachers who are required to travel as part of their regular assignment between schools shall be paid mileage at the established rate. This provision shall also apply to teachers who are required to supervise students off-campus as part of their regular teaching assignments.
4. Elementary teachers shall be relieved of recess duty except in an instructional capacity. Each teacher shall have a duty-free recess period each day.
5. Teachers shall not be required to sponsor or participate in fund drives.
6. Students should be discouraged from soliciting contributions from teachers. (2020)

## **11.6 PROTECTION**

The District will be vigorous in its protection of all teachers against physical, verbal and/or psychological abuse.

Any teacher who is threatened with harm is to notify the principal or supervisor immediately, and steps are to be taken at once to protect the teacher's safety.

In case of assault upon a teacher by a student, the principal will investigate the assault. If the principal confirms that the student was at fault, the student will be suspended from one to five days. Serious or repeated violations will result in a referral to the District Office.

Such notification shall be immediately forwarded to the appropriate District administrator who shall comply with any reasonable request from the teacher for information relating to the incident.

Each school site will establish a committee comprised of teachers, parents, students, and an administrator to develop a safe school plan for the school site. This plan will be reviewed as outlined in the District Safe School Policy and section 14.3. An existing committee or council may be designated to perform this function. The plan will be consistent with the

school's and district's student conduct policies. Annually, each school site committee will meet and review the safe school plan.

Each teacher will have copies of all policies and reporting procedures for any activity that may disrupt the school environment. Any offenses reported to the district by the juvenile courts shall be disseminated to the appropriate teachers as determined by the building administrator. The first aid kits, rubber gloves, and first aid supplies shall be available for emergencies.

A teacher shall report to the building administrator any situation they feel to be unsafe. The administrator will take prompt action and report the progress of rectifying the situation to the teacher.

## **11.7 INDEMNIFICATION OF TEACHERS**

The Weber School District will indemnify and defend teachers sued in civil matters arising from an act or omission occurring during the performance of the teacher's duties or within the scope of the teacher's employment

## **12. RETIREMENT OF CAREER TEACHERS**

### **12.1 DATE OF RETIREMENT**

Teachers may retire upon reaching eligibility certified by the Utah Retirement Systems or when health, performance or other factors advise.

State retirement guidelines provide that any participant in the retirement system may retire beginning at age 65 with 4 years of service, age 62 with ten (10) years of service, age 60 with twenty (20) years of service, any age with twenty-five (25) years of service with full actuarial age reduction, and any age with 30 years of service.

### **12.2 EARLY RETIREMENT BENEFIT**

Benefits of the Weber School District Early Retirement Incentive program are independent of the Utah Retirement System. Weber School District early retirement benefits are defined as--retirement benefits provided by the school district once an educator retires from the Weber School District and simultaneously

begins drawing retirement benefits from the Utah Retirement System. Teachers who do not take the early retirement incentive upon separation from the District forfeit all early retirement incentives and benefits.

In order to be eligible for Weber School District early retirement benefits, a teacher must:

- 1) qualify for Utah State Retirement; and,
  - (a) Complete ten years of employment with Weber School District prior to their first year of early retirement benefits;
- and,
- (2) verify that the teacher is drawing retirement benefits from the Utah Retirement System.

The District must receive this verification prior to providing any early retirement incentive to the teacher.

Upon qualified retirement, the teacher may choose between up to ten (10) years of health and term life insurance for an individual or up to seven (7) years of health and term life insurance for a couple or family. This benefit will discontinue when the retiree becomes eligible to receive Medicare benefits.

The District will continue to pay the district's portion of insurance premiums for employees granted early retirement benefit subject to any and all changes in coverage, including but not limited to co-pays, and/or deductibles. All insurance benefits for current and retired employees are subject to change annually and are not vested. The District retains the right to modify insurance coverage; however, the district will pay insurance premiums for retirees on the same terms and conditions they are paid for current District employees.

A. Teachers who are eligible for benefits under this policy in the year they desire to retire and are eligible for retirement under the Utah State Retirement will be given the following scale of benefits:

- Age 61 or before - 20% of final years' salary for 4 years.
- Age 62 - 17% of final years' salary for 3 years.
- Age 63 - 15% of final years' salary for 2 years.
- Age 64 - 13% of final years' salary for 1 year.

To receive the early retirement benefit during the first year of retirement the teacher shall:

1. Submit a separation notice on Employee Online no later than March 1st; and,
2. Complete the retirement paperwork through Weber School District Human Resources by March 15th.

If a separation notice is NOT completed by March 1st, the early retirement incentive payment will be delayed until the following year. The stipend amount will not change.

Other times of the school year retirement: Notifications, meaning submit a separation notice on Employee Online, three months prior to the date of planned retirement.

Payment of these benefits will occur mid October of each year and will be paid into a Tax Shelter Annuity (TSA) Special Pay Plan account or into a Tax Shelter Health Reimbursement Account (HRA) in the name of the employee as stipulated by an agreement between the teacher and the Human Resources Department.

The Weber Education Association will determine the percentage breakdown between the Special Pay Plan and the HRA for retirees by May 15 of each year, effective July 1 of the same year.

Current percentage breakdown: Special Pay Plan 80% and HRA 20%. (2020)

### **12.3 UNUSED SICK LEAVE REIMBURSEMENT**

When teachers qualify for retirement under the Utah State Retirement Plan, they are eligible for the following benefit:

- a. First ninety days unused sick leave - no compensation.
- b. 91-120 days unused sick leave - \$7.50 per day up to \$225.00.
- c. 121-183 days unused sick leave - \$225.00 plus \$12.50 for each day above 120 up to \$1,000.
- d. A teacher who has accumulated 183 days unused sick leave at retirement will be paid \$1,000.00 plus a bonus of \$100.00 for a total of \$1,100.00.

This program will continue unless the Superintendent gives written notice to the Association, by April 1st of even numbered years that the program is to be discontinued.

## **13. SCHOOL BOARD AND OTHER PERSONNEL**

### **13.1 BOARD RELATIONS**

Teachers who are not satisfied with internal conditions in the schools where they are serving should present their concern to the principal. If the teacher is not satisfied with the principal's decision, the teacher may meet with the appropriate director. All concerns or suggestions that teachers have that need the attention of the school board members

shall be transmitted through the Superintendent's office.

The foregoing statements shall be construed to apply to all professional employees of this District. The purpose of these policies is intended to give all school board members an opportunity to be consulted as a body legally authorized to function as a school board and to avoid improper approaches to individual school board members. None of the foregoing should be construed to deprive any teacher of this school district of the opportunity of meeting with the Board.

### **13.2 CUSTODIAL RELATIONS**

The principal shall have the authority to instruct or direct the activities of the school custodians or other employees. Suggestions for improvement of service in these cases shall be transmitted to the principal.

### **13.3 STAFF MEETINGS**

Faculty meetings shall be held when the need arises. Personal contacts with teachers, memos to teachers, and other communications shall be made to avoid the presentation of irrelevant material in meetings. After contact with the building principal has been made, the Association representative may be included on staff meeting agendas.

### **13.4 WORK WITH SUPERVISORS**

Teachers are urged to consult with specialists and directors, working through the principal, from the central administrative staff when they need assistance in solving problems and when seeking information concerning curriculum and instruction.

## **14. STUDENT AND PARENT RELATIONS**

### **14.1 ATTITUDE TOWARD TEACHERS**

All teachers of this district shall insist that students address them properly during the time that they are performing their duties. Students should be discouraged from using first names or nicknames in addressing teachers.

Teachers are encouraged to be informal when working in groups with other teachers and administrators; however, they



should follow the intent and spirit of the preceding item when addressing professional associates in the presence of students.

### **14.2 CARE OF EQUIPMENT - STUDENTS**

Teachers are encouraged to teach their students the educational values of care of equipment, security, and good order in an educational area or classroom. Students should learn these values through participation in activities which demonstrate the value of these educational goals. Security of the teaching area is the responsibility of the teacher.

### **14.3 TEACHER RESPONSIBILITIES for Student Order**

It is the duty of all teachers to cooperate with and assist the building administrator(s) in maintaining proper order at school and at school-related activities where students are under the supervision of a teacher. District policy, rules and regulations of individual schools concerning discipline shall be enforced by teachers. These rules apply to students at all school sponsored activities.

Students may not be subject to arbitrary and capricious discipline, however teachers have the authority to take appropriate measures to maintain order and discipline when students are under their jurisdiction. These measures must be within reason and within the limits of professional practices set by the Utah State Board of Education and industry standards, as well as district policy. Most discipline problems in the classroom should be handled by the classroom teacher, and should include building positive relationships and rapport with students and parents. Students may be referred to administrators when teachers exhaust their available resources. These resources included but are not limited to:

- PLC Discussions
- Child Study Teams
- LRBI policy and training
- PBIS site (PBIS.org)
- Contacting Behavior Coordinators via building administration
- Administrative approved workshops, webinars or conferences dealing with classroom management.

Teachers may use reasonable and necessary physical restraint in accordance with state law, Board rule and District policy and procedures. ([wsd.net](http://wsd.net), [schools.utah.gov](http://schools.utah.gov)).

The use of a physical restraint and seclusion must be in compliance with federal and state law and regulations, and district policy (LRBI policy).

In order to support teachers in the above responsibilities, the District will make available training, resources, and strategies to work with particularly aggressive students and utilize restorative justice practices. Teachers

have the right to request more training, as approved by the site administrator, if the teacher has one or more students who are aggressive and difficult to manage.

### 14.3.1 Teacher Safeguards

If a teacher has a concern or believes they have been subject to abusive conduct, as defined in state law and District policy, by a parent or a student, the teacher will inform or meet with their building administrator. The teacher may request assistance from the administrator at the teacher's school. An administrator shall investigate the abusive conduct, and if substantiated, shall take proactive steps to protect the employee from current and future abusive conduct. An administrator may consider the teacher's suggestions or requests for resolutions, however, the final determination of actions is the sole discretion of the administrator.

\*\*\* See below for the definition of abusive conduct.\*\*\*

An administrator may take any of the following actions:

- 1) If the abusive conduct is coming from a parent and is verbal, the administrator may:
  - a) Direct the parent to conduct all communication with the teacher through the administrator.
  - b) Require all communication with the teacher to be in writing, and copied to the administrator.
  - c) Be present in all communications between teacher and parent.
  - d) Direct the parent not to come to school, if the parent's conduct was seriously disruptive, and to communicate only through calling and/or emailing.
- 2) If the abusive conduct is physical or a threat of physical harm by a parent, the administrator may:
  - a) Contact law enforcement.
  - b) Issue a no-trespass to the parent from the school.
  - c) Remove the parent's child from the teacher's classroom (if the student is not on an IEP or 504).
- 3) If the abusive conduct is verbal from a student, the administrator may:

Respond to the student with appropriate discipline, consistent with the District's Student Conduct Policy, 5200.

- a) Review the student's Behavior Intervention Plans (BIP), if applicable, to determine if adjustments need to be made by the appropriate team (ie, 504, IEP, etc.)
- b) Provide training and strategies to assist the teacher in managing the student's behavior.
- c) Help facilitate an agreement or school contract between the teacher and the student/student's parents.

Remove a student who is not on an IEP or a 504 from the teacher's classroom. If the student is on a 504 or has an IEP, refer to the letter "b" above.

- 4) If the abusive conduct is physical or a threat of physical harm by a student, the administrator may:
  - a) Contact law enforcement.
  - b) Respond to the student with appropriate discipline, including removal from the teacher's class or school (provided all required steps of due process are met).
  - c) Review the student's BIP, if applicable to determine if adjustments need to be made. (ie, 504, IEP, etc.)
  - d) Provide training and strategies to assist the teacher in managing the student's behavior.

e) Provide an aid or para-professional for the teacher's classroom to help manage the student's behavior.

Teachers who are hurt by a student at work may apply for worker's compensation and may take appropriate leave.

The administrator will inform the teacher of the action that was taken in response to the abusive conduct. The teacher is required to comply with the Family Education Rights to Privacy Act (FERPA). If the teacher is not satisfied with the administrator's response, the teacher may file a grievance in accordance with this Agreement.

A teacher who acts in the scope of employment and complies with training and applicable laws, rules, and policies, will receive all the legal protection of the District through its insurer Risk Management in the event legal action is brought against the teacher in the teacher's capacity as an employee of the District.

\*Abusive conduct: verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress.

Teachers may refer to WSD policies found at (WSD.net, click on Board, click policies and procedures, click article 5 student conduct.) for more definitions. Definitions are found on policy 5201.

#### **14.4 MOTIVATION - STUDENT**

The professional staff should strive, at all times, to motivate students to learn and advance educationally. Each hour of each school day should be regarded as of vital significance to each and every child in the district. Staff members shall encourage industry, ambition, and perseverance in the activity and study that will result in maximum achievement for each child. Idleness, laziness, and waste of school time and opportunity shall be discouraged by all teachers in this district.

Teachers are urged to understand the individual problems of each child. They should be aware of the individual differences and limitations of each child. Excessive pressure, the spending of extra time that results in a disabled learner's forfeiture of play and recreational privileges should be avoided. Teachers are encouraged to assign homework to fit the individual needs of each child. Children should be encouraged to work hard and take full advantage of all study opportunities. Children who have been absent from school or those who might well profit from homework (without undue strain and pressure) should be assigned lessons in accordance with their individual needs and capabilities. The individual judgment of the teacher is of the utmost importance in striking the proper balance in this area. Views set forth here are of an advisory nature and should not be accepted as a hard and fast rule for teachers, students and parents to follow.

## **14.5 REPORTING INCIDENTS**

Any unusual incidents that occur to any child or group of children that may result in further complications, criticisms, and repercussions shall be reported to the District Office immediately. Such reports should be transmitted from teachers to the principal who shall then make a report to the District.

## **14.6 REPORTS TO PARENTS**

Teachers shall provide parents or guardians with adequate reports of student's progress in keeping with the plan adopted by the District. Proper documentation of marks given to students and documentation of other information contained in reports and conferences with parents should be kept by teachers so that such information may be used when conferring with parents in special cases.

## **15. TERMINATION**

### **15.1 SEPARATION OF PROVISIONAL TEACHERS**

If the district intends not to renew the contract of employment to a provisional teacher, said notice shall be issued at least 60 calendar days before the last day of the provisional teacher's contract (June 30<sup>th</sup>).

This provision shall not be construed to preclude the dismissal of a provisional teacher during his/her contract term for cause.

### **15.2 ORDERLY TERMINATION OF CAREER TEACHERS**

The District and the Association hereby endorse an act relating to orderly termination in the District. The District and the Association further accept the requirements and provisions of the State act, and adopt the following orderly termination procedures in regard to standards of due process and cause for termination.

#### **DEFINITIONS:**

1. "Contract term" or "term employment" means the period of time a teacher is engaged by the school district pursuant to a contract of employment, whether oral or written.
2. "Dismissal" or "termination" means:
  - a. Any termination of the status of employment of a teacher.
  - b. Failure to renew the employment contract of a teacher, who, pursuant to the employment practices

- of the District, has a reasonable expectation of continued employment in successive years.
- c. Reduction in the salary of a teacher not generally applied to all teachers of the same category, in the employ of the District during such teacher's contract term.
  - d. Change of assignment of a teacher with an accompanying reduction in pay, unless such assignment change and salary reduction are agreed to in writing.

The District, by contract with its teachers or their Association, or by resolutions of the Board shall establish procedures for termination of career teachers in an orderly manner without discrimination.

The orderly dismissal procedure adopted by the Weber District shall be as follows:

1. If the district intends to not renew the contract of a provisional teacher, the district will give written notice to the teacher within 60 calendar days before the last contract day of the year (June 30th).
2. If the district intends to not renew or discontinue the contract of a career teacher or to terminate a career or provisional teacher's contract during the contract term:
  - a. the district shall give written notice of the intent to the employee
  - b. the notice shall be served by personal delivery or by certified mail addressed to the employee's last-known address as shown on the records of the district;
  - c. the district shall give notice at least 30 days prior to the proposed date of termination;
  - d. the notice shall state the date of termination and the detailed reasons for termination
  - e. the notice shall advise the employee that the employee has a right to a fair hearing and that the hearing is waived if it is not requested within 15 days after the notice of termination was either personally delivered or mailed to the employee's most recent address shown on the district's personnel records; and
  - f. the notice shall state that failure of the employee to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that right and that the district may then proceed with termination without further notice.
3. In the absence of timely notice, a teacher (provisional or career) is deemed to be re-employed for the succeeding contract term with a salary based upon the salary schedule applicable to the class of employee into which the individual falls.
4. If a district intends to not renew a career teacher's contract for unsatisfactory performance or terminate a career teacher's contract during the contract term for unsatisfactory performance, the district shall:
  - a. provide and discuss with the career teacher written documentation clearly identifying the deficiencies in performance;

- b. provide written notice that the career teacher's contract is subject to nonrenewal or termination if, upon a reevaluation of the career teacher's performance, the career teacher's performance is determined to be unsatisfactory;
- c. develop and implement a plan of assistance, in accordance with Section 5.3.1 of this Agreement, to allow the career employee an opportunity to improve performance;
- d. reevaluate the career employee's performance; and
- e. if the career employee's performance remains unsatisfactory, give notice of intent to not renew or terminate the career employee's contract in accordance with paragraph 2 above.

5. A career teacher has a right to a fair hearing when the career teacher's contract is terminated consistent with the following procedures:

- a. A teacher must request a hearing fifteen (15) days from the date the notice of termination is personally delivered or postmarked.
- b. Upon request of a hearing, the district superintendent will appoint a hearing officer from a list, created by the Association and the district, of mutually agreed upon hearing officers.
  - i. Hearing officers must be professionals with experience in education.
  - ii. A hearing officer may be a licensed attorney but does not have to be.
  - iii. The list of hearing officers will be updated on a regular basis to ensure the availability of the hearing officers on the list.
- c. Unless agreed upon in writing by both parties that an extension is necessary, a fair hearing will be held within sixty (60) days of the appointment of a hearing officer.
- d. The teacher and district may each be represented by counsel, produce witnesses and evidence, hear testimony and cross-examine witnesses. Witnesses and documentary evidence each party intends to introduce at a hearing must be provided to the other party at least one week prior to the hearing.
- e. A fair hearing is an informal administrative hearing and is not bound by the same rules of procedure and evidence that govern civil or criminal matters, including the rules regarding discovery.
- f. If deemed necessary, a court reporter will take an accurate transcript of the fair hearing and will provide the transcript to the fair hearing officer within a reasonable time following the hearing.
- g. The fair hearing officer:
  - i. May request briefs to be filed prior to the hearing
  - ii. May rule on motions submitted by the parties
  - iii. Will hear all evidence and testimony at the hearing
  - iv. Will make a determination about whether the district had cause to terminate the teacher.
  - v. Will prepare a written report with a recommendation to either uphold the district's termination or to overturn the district's termination, and submit the written report to the district and to the employee (or their representatives).

- h. The hearing report will be presented to the school board for final determination to accept or not accept the hearing officer's recommendation. If the board does not accept the hearing officer's recommendation, the board will prepare a written report with a rationale for rejecting the hearing officer's recommendation.
- i. The fee for the hearing will be split evenly (50% and 50%) between the teacher and the district.
- j. Nothing in this section precludes the teacher or the district from pursuing appropriate relief through state or federal court.
- k. Nothing in this section shall be construed to preclude staff reduction when necessary due to decreased student enrollment in the district because of the discontinuance of a particular service, because of the shortage of anticipated revenue after the budget has been adopted, or because of school consolidation. (2020)

### **15.3 CORRECTIVE ACTIONS**

- 1- Corrective actions are outlined in Board policy 7900. A handbook "Corrective Action Guide" has been written to train administrators, and outline the following procedures.
- 2- Corrective actions involving a teacher may include the following in any order:
  - Verbal notice may be issued by supervisors.
  - Written warning may be issued by supervisors.
  - Written reprimand may be issued by supervisors.
  - Probation as provided in this agreement.
  - Suspension with pay.
  - Suspension without pay for a specific number of days.
  - Dismissal as provided in Section 15 of the Teachers' Professional Agreement.
- 3- If a teacher who has been suspended without pay is ultimately reinstated to employment, the District shall compensate the teacher's lost pay and benefits.
- 4- Notice of corrective action: The teacher shall be notified of the nature of the corrective action, the reasons therefore, and the actions needed to resolve the problem. Teachers subject to corrective action have the right to have a representative of their choice in any meeting or conference with respect to the corrective action.

#### **15.4 SEPARATION OF PERSONNEL**

In the event that the teacher finds it necessary to be released from contract, fifteen (15) working days written notice shall be given to the Board; if, however, this procedure is not observed, the Board reserves the right to impose a financial penalty of \$500.00 and deduct the same from the teacher's earnings. All notices of termination by either the teacher or school district must be in writing.

#### **15.5 INVESTIGATIVE ACTIONS**

The District has the right to place a teacher on paid or unpaid administrative leave (in accordance with Utah Code 53A-8a-502-6) while expeditiously investigating complaints against the teacher.

- 15.6 Nothing in this act shall prevent staff reduction if necessary to reduce the number of employees because of the following:
1. declining student enrollments in the district;
  2. the discontinuance or substantial reduction of a particular service or program;
  3. the shortage of anticipated revenue after the budget has been adopted; or school consolidation.

#### **16. TEACHER TRANSFERS**

##### DEFINITIONS:

1. Senior or Seniority shall be determined as defined in 1.2.12.
2. When two or more teachers share a full-time position, they shall be considered as a full-time teacher with the seniority of the most senior teacher.

#### **16.1 SCHOOL STAFFING**

In all adjustments to the staffing of a given grade or subject, voluntary transfers shall be encouraged. If no volunteers wish to transfer, the transfer will move the fewest number of teachers and the least senior teacher(s) from the grade or subject. Consideration may be given to transfers within the school before transfers are made from other schools.

The District and Association understand that the District may face situations where, as a result of a reduction of students, discontinuance of a program, or a decline in funding, a teacher's regular teaching position may be in danger of being reduced or eliminated at a particular work location. The District agrees to take every reasonable action necessary to ensure that a teacher who is so displaced is placed in a position with an equivalent FTE as their previous position.



## **16.2 INVOLUNTARY TRANSFERS**

1. Involuntary transfers will be made under the following conditions:
  - a. Reduction of students.
  - b. Discontinuance of a program.
  - c. To fill positions that cannot be accommodated by existing staff.
  - d. When such transfer is made for the best interest of the students of the Weber School District.
2. When involuntary transfers are necessary, teachers should be transferred to a position consistent with their academic training and school experience or for positions for which the teacher is/or may be engaged in training, providing that proper state authorization can be obtained.
3. If two or more displaced teachers are applying for the same position, the displaced teachers' certifications, endorsements, extra duty assignments, special abilities, lengths of service in the District, shall be taken into consideration in determining transfer or reassignment. Qualifications being substantially equal, seniority in the District shall take precedence.
4. Any possible reduction in salary will be identified in the Orderly Termination Policy.
5. The teacher shall be notified immediately of a decision involving an involuntary transfer.
6. If the transfer becomes a matter of grievance, the grievance process will be completed prior to acting on the matter. Teachers may not be transferred for having filed a concern or a grievance, or having been an interested party in a concern or a grievance against an administrator of the District.
7. Involuntary transfers can be within the contract year.

## **16.3 VOLUNTARY TRANSFERS**

1. A teacher in the Weber School District may apply for a transfer/vacancy in the district at any time during the school year.
2. When vacancies occur, a notification of vacancy will be posted in each school or on the district web site. Notification shall include a complete job description, a minimum time frame during which the vacancy is open, and the credentials and qualifications necessary to meet the requirements of the position. Vacancies will not be filled prior to the minimum time frame of the opening.
3. Teachers wishing to transfer to a different position within the same school or to an assignment in

another school may contact the administrator at the school where the teacher desires to transfer, and may supply material or information pertinent to the position, including a resume.

4. District needs and best interest of the students, shall be the deciding factors in determining whether to hire the teacher applying for the transfer. If all things being equal, teacher's certification, endorsements, extra duty assignments, special abilities, quality of teaching performance and length of service in the District and previous involuntary transfer(s) shall be ~~the~~ other factors in determining whether to hire the teacher applying for the transfer or reassignment.

5. A teacher is not guaranteed a position or a job interview when applying to transfer to a different school or to a different position within the teacher's current school. A teacher is guaranteed the position the teacher is currently in, after applying for a transfer that was not offered to the teacher. (2020)

## **17. EXCEPTIONS**

### **17.1 GENERAL STATEMENT**

The provisions of the "Teachers' Professional Agreement" booklet shall apply to nurses with the following exception:

Sabbatical Leave does not apply to nurses.

Building administrators shall seek teacher input to ensure there is an equitable distribution of activities and non-teaching supervisory assignments among all teachers. non-teaching supervisory assignments among all teachers.

1. Teachers shall not be required to collect money from students for non-educational programs. This responsibility should be assumed by the PTA and other volunteer groups.
2. Teachers shall not be required to transport students. Teachers may do so with the permission of their principal or supervisor. Teachers shall not be required to pick up or deliver equipment or supplies.
3. Teachers who are required to travel as part of their regular assignment between schools shall be paid mileage at the established rate. This provision shall also apply to teachers who are required to supervise students off-campus as part of their regular teaching assignments.
4. Elementary teachers shall be relieved of recess duty except in an instructional capacity. Each teacher shall

have a duty-free recess period each day.

5. Teachers shall not be required to sponsor or participate in fund drives.

6. Students should be discouraged from soliciting contributions from teachers.

**17.2 EXTRACURRICULAR ASSIGNMENTS**

Each junior high and high school teacher will be required to work two (2) extra-curricular school activities without remuneration. Junior high teachers, under the direction of the school administrator, will work out a system for covering the necessary duties at the school-sponsored track meet, which will not count as one of their two assignments. Pay will be given for school assignments filled by teachers who have already completed their required assignments.

**EXTRACURRICULAR SUPERVISION PAY**

The District agrees to teacher compensation for high school extra-curricular activities for all duties excluding “handling money” \$30 for a single activity and \$45 for a back to back activity. The District will fund the high school’s budget at \$9,250 per year for extra-curricular activity supervision.

The District agrees to teacher compensation for Jr. extra-curricular activities for all duties excluding “handling money” as \$22 for a single activity and \$33 for a back to back activity.

**17.3 EXTRA CURRICULAR SALARY EXPERIENCE CREDIT**

An additional compensation will be paid current district employees being compensated for extracurricular duties as follows:

<u>Number of Years’ Experience in Same Sport/Activity</u>	<u>% Increase in Stipend</u>
0–3	0%
4–7	5%
8–10	10%
11+	15%

\*Walk-on coaches would continue to be compensated from the 0–3 year level.

**17.4 Extra-Curricular Compensation**

Compensation for extracurricular pay will be based on a percentage of lane 1 (BS Lane) step 10.

\*Baseball: Add a second assistant coach if the school participates in a Region that has a Region sophomore schedule of games for baseball. At the present time Baseball is staffed with (1) head coach and (1) assistant coach. If a school participates in a Region that does not schedule Region sophomore games, that school would only have two coaching positions (one head and one assistant). (2020)

Assistant coaches and assistant advisors receive .60 of head coach salary and head advisors salary

High school football .006 of base salary per extra game

Each high school can have 2 football coordinators

Football coordinators will be paid \$500 each

**Post season All Sports:**

.0015 of base salary is paid per extra game.

High School	%	Sports	Assistants
Sport A	.75	Football	6
Sport B	.06 45	Boys Basketball	2
		Girls Basketball	2
		Boys Wrestling	1
		Girls Wrestling	1
Sport C	.04 75	Boys Track	1.5
		Girls Track	1.5

		Swimming	.5
Sport D	.04 25	Baseball	1
		Boys Soccer	1
		Girls Soccer	1
		Volleyball	2
		Softball	1
		Boys Lacrosse	1
		Girls Lacrosse	1
Sport E	.02 5	Boys X Country	0
		Girls X Country	0
Sport F	.02 0	Boys Golf	0
		Girls Golf	0
		Boys Tennis	0
		Girls Tennis	0

High School	%	Program	Assistants
FA 1	.055	Band	1
		St. Government	0
		Choral	0
		Drill Team	1
		Cheer	1

FA 2	.0325	Marching Band/ Color guard	1
FA 3	.0350	Drama	0
		Full Length Play	1
FA 4	.048	Musical	3
FA 6	.025	Yearbook	0
		Debate	1
FA 7	.018	Orchestra	0
		Dance	0

**Assistant Advisors .60 of head advisor salary**

<b>Jr. High</b>	<b>%</b>	<b>Sports</b>	<b>Assistants</b>
Sport A	.040	Football	2
Sport B	.035	Basketball	1
Sport D	.031	Track	1
		Baseball	1
		Volleyball	1
		Softball	
		NAL	

<b>Junior High</b>	<b>%</b>	<b>Program</b>	<b>Assistants</b>
FA1	.018	Cheerleader	0
FA 2	.015	Yearbook	0
FA 3	.012	Band	

		Student Government	
		Choral	
		Orchestra	
		Drama	
FA 3	.0265	Musical	1
	.0135	3 act play	
FA 5	.005	Pep Club	

**TEACHER/NURSE/COUNSELOR SALARY  
SCHEDULE 182 DAYS 2020**

<b>Step</b>	<b>Lane 1 BS</b>	<b>Lane 2 BS +55 Qtr. BS +36 Sem.</b>	<b>Lane 3 MS</b>	<b>Lane 4 MS +45 Qtr. MS + 30 Sem.</b>	<b>Lane 5 PHD</b>
1	43,432	44,765	49,046	49,861	51,072
2	44,193	45,553	49,918	50,749	51,983
3	44,777	46,274	50,741	51,549	52,752
4	45,304	46,765	51,304	52,090	53,261
5	46,875	48,350	53,088	53,864	55,034
6	48,510	49,997	54,941	55,706	56,870
7	50,215	51,706	56,869	57,623	58,764
8	51,985	53,482	58,861	59,610	60,740
9	53,833	55,326	60,933	61,665	62,794
10	55,739	57,240	63,090	63,813	64,899
11	57,734	59,221	65,326	66,032	67,102
12	59,806	61,275	67,661	68,338	69,383
13	61,948	63,433	70,076	70,735	71,778
15	63,073	64,469	71,134	71,806	72,848
17	64,196	65,505	72,192	72,875	73,918
20	65,648	67,671	74,417	75,092	76,142
25		69,668	76,692	77,394	78,474

\*Teachers who are National Board Certified and have a level 3 teaching license will receive a \$923.00 stipend

\*Speech Language Pathologists who possess the Certificate of Clinical Competence shall receive a \$622.00 stipend.



This salary schedule is based on the state minimum school year of at least 990 instructional hours and Weber School District's 182 contract days.

If the Weber School District Board determines it is necessary to reduce the number of school days or work days, then the amount payable to the employees under this schedule will be reduced by the following formula:

Daily rate (salary divided by the number of contract days) times the number of reduced contract days.

**EXTRA CURRICULUM  
WEBER SCHOOL DISTRICT  
SUMMER SCHOOL, MAKE UP CLASS, & CURRICULUM DEVELOPMENT**

**2020-21 SCHOOL YEAR**

<u>SCHEDULE</u>	<u>HOURLY RATE</u>
A (Step 1 - 3)	22.35
B (Step 4 - 7)	23.38
C (Step 8 - 10)	24.41
D (Step 11 - 25)	25.46

Driver Education: Behind the wheel driving - \$26.07/Hour

Theory classroom teaching - \$38.19/Hour

Due to COVID-19 and following County and State health & safety guidelines; dates to begin and meet under the Memos of Understanding can be flexible.

### **Memorandum of Understanding #1: Professional Learning Days**

The District and the Association recognize the need for additional preparation time and professional development time. To meet this need, four (4) Professional Learning Days shall be scheduled during the 2020-21 school year.

1. The intent of the District is to give teachers as much preparation, planning, and implementation time as possible.
2. On each of these Professional Learning Days, teachers will be granted at least 5 (five) hours for preparation, planning, and implementation time.
3. The District and the Association agree that no faculty meetings, other meetings, or duties will be held during the teachers' preparation time on the Professional Learning Days.

This memorandum of understanding shall remain in force and effect for 2020-2021 school year, unless extended by mutual agreement.

## **Memorandum of Understanding #2B: Aggressive Student Behavior**

The District and WEA recognize that there have been increased efforts and attention devoted to mitigating the problem of aggressive student behavior that endangers staff and other students. The District shall (committed) explore all options to continue to support staff members when it comes to aggressive student behavior, and to put as many resources and supports in place as are reasonable to ensure a safe learning environment.

This memorandum of understanding shall remain in force and effect for one year 2020-2021 school year unless extended by mutual agreement.

Since 2016- 2017 school year the District has implemented:

- Hired Two Behavior Specialists/ Coaches
- Implemented District and faculty professional development on Tier
- Established a protocol on how to request assistance
- Hired a Mental Health Specialists to do risk assessments
- Hire a third Behavior Specialist/ Coach
- Hire a Behavior Specialist Coordinator
- Create a flow chart on how to get behavior support – roll out June 1, 2018
- Give access to Tier 1 professional development (classroom and behavior management) to all elementary schools and all grade levels (target is within the first quarter) -will continue into next contract year
- Professional development focus will be developing capacity in school leadership teams. Leadership teams will help form and trained safety teams at the elementary level (principal, counselor, SPED teacher, General Ed. Teacher, and an aide) -will continue into next contract year
- Faster process to request immediate consult on high risk behaviors. This helps ensure quicker access to district resources.
- Hired 5 behavior support techs to support students 1 on 1 with modeling
- Trained counselors more intensely in behavior supports
- Included behavior strategies and supports in quarterly new teacher meetings

- Give access to Tier 1 professional development (classroom and behavior management) to all elementary schools and all grade levels
- Professional development focus will be developing capacity in school leadership teams. Leadership teams will help form and train safety teams at the elementary level (principal, counselor, SPED teacher, General Ed. Teacher, and an aide)
- Start a Kindergarten teacher “Boot camp” to front load strategies to support children with high needs
- Tier 1 professional development on engagement
- Continue implementing the MTSS model throughout the elementary schools
- Created SPED Supervisor position to support coordinated effort/training to support teachers who experience students with difficult behavior
- Will work with the curriculum department to implement additional behavior supports through engagement
- Apply for the counseling grant from the state HB264

**2019-2020 school year the District implemented:**

- Addition of five new Behavior Specialists
- Clarified and simplified Behavior Support Assistance process
- Four Mental Health Specialists
- On site behavior trainings at multiple schools – upon their request
- Para behavior training
- Working on Systems of Support site to launch – including teacher resources to help with student misbehavior
- Kinder and 1<sup>st</sup> grade Behavior Boot Camp (if COVID allows)
- Begin Systems of Support in Secondary Schools

**2020-2021 school year the District will implement:**

- Addition of eight Mental Health Specialists
- Continued work on Systems of Support / Additional Resources
- Additional Secondary Schools utilizing Systems of Support
- Panorama SEL used in Grades 3 - 12

**Memorandum of Understanding # 3**

**Pg. 27**

**Evaluations- career and Provisional**

**5.EVALUATION PROCEDURE**

**Review all the language and process under section 5.**

1. The committee members will be named by the Association and the District. They will remain on the committee until the completion of the committee. The Association and the District will be represented equally on the committee.
2. Meetings will be scheduled jointly by the Association and the District.
3. The committee will be formed by September 30, 2020.
4. The first meeting will take place by October 31, 2020.
5. The recommendation shall be completed by March 1, 2021. This ensures the new language, if any, can be taken through negotiations.

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**Memorandum of Understanding # 4**

**Pg. 18**

**Review all the language under section 3.2.8**

**3.2.8 Personal Leave**

Sixteen hours (or the proportional hours for partial or extended contracts) of personal leave will be allowed each teacher each school year, accumulating to a maximum of fifty-six (56) hours if participating in the wellness incentive (or the proportional hours for partial or extended contracts) without loss of pay to the teacher. Any hours above forty eight (or the proportional hours for partial or extended contracts) not used shall be added to the accumulated sick leave of the teacher. The following guidelines and restrictions apply:

1. It is recommended that personal leave not be used on a day prior to or following school holidays.
2. No personal leave is permitted during the first three and last three days of the school year that students are required to be in attendance.
3. Teachers shall notify the principal at least twenty-four (24) hours before taking personal leave.
4. The teacher need not reveal the purpose of personal leave.

1. The committee members will be named by the Association and the District. They will remain on the committee until the completion of the committee. The Association and the District will be represented equally on the committee.

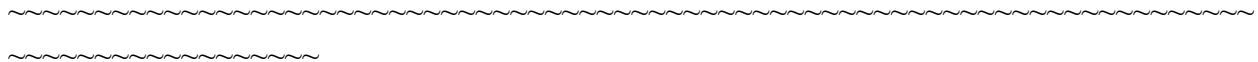
**\*we need Classified and Principal Association representation on this committee.**

2. Meetings will be scheduled jointly by the Association and the District.

3. The committee will be formed by September 30, 2020.

4. The first meeting will take place by October 31, 2020.

5. The recommendation shall be completed by March 1, 2021. This ensures the new language, if any, can be taken through negotiations.



### **Memorandum of Understanding # 5**

**Pg. 20**

#### **Review all the language under section 3.3.4**

##### Teacher Salary Schedule Placement

#### 3.3.4 Career and Technology Education Placement on the Salary Schedule

Career and Technology Education teachers beginning full time employment in September of 1988-89 school year holding a valid Career and Technology Education License with the required endorsement shall be placed on the salary schedule as described below:

a. Career and Technology Education Provisional License (2 year license): BS Lane 1 Step 1

b. Basic License (2 year License): Placement according to teaching experience. Experience in industry may

be credited toward future advancement based on Section d.

c. Standard Career and Technology Education License (5 year license): See 4.6 experience credit.

Experience in industry may be credited toward future advancement based on Section d.

d. Industrial experience may be used toward lane change when first employed by the district according to the following formula:

6 years = Provisional Career Technology Education License.

7 – 11 years = 15 credit quarter hours or 10 semester hours

12 – 16 years = 15 credit quarter hours or 10 semester hours

17 – 21 years = 15 credit quarter hours or 10 semester hours

Maximum of 45 credit quarter hours or 30 semester hours

e. Each license must be accompanied by the required state-approved program endorsement.

The specific renewal requirement for each of the licenses is found in the "State Standards for Career and Technology Education Technical Licenses."

1. The committee members will be named by the Association and the District. They will remain on the committee until the completion of the committee. The Association and the District will be represented equally on the committee.
2. Meetings will be scheduled jointly by the Association and the District.
3. The committee will be formed by September 30, 2020.
4. The first meeting will take place by October 31, 2020.
5. The recommendation shall be completed by March 1, 2021. This ensures the new language, if any, can be taken through negotiations.

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**Memorandum of Understanding # 6**

**Pg. 22**

**Review all the language under section 4.2 and 4.3**

#### 4.2 PROPER LICENSING REQUIREMENTS

The proper license or a letter from the graduating institution recommending licensure shall be provided to the District on or before July 1st of each year. The teacher will furnish the District with an official transcript of all college credits earned to date. An updated or new transcript will be filed when received.

The responsibility for meeting the requirements for a teaching license and the responsibility for obtaining such license and for keeping it continuously valid in the State of Utah rests directly with the individual teacher. No teacher shall receive salary payments without having obtained a license valid for the grade level or subject to which they may be assigned.

The District will charge an employee no more than \$10.00 to provide fingerprinting services required for acquisition or renewal of a teaching license. This charge is in addition to any fees charged by agencies outside of the District.

#### 4.3 POSITION ON NON-LICENSED TEACHERS

The District agrees that no knowledgeable effort will be made to hire teachers who are not properly licensed.

Upon request, the District will investigate and properly adjust any misplacement of personnel on salary schedules.

Any person serving as a teacher aide or para-professional shall be paid on the teacher aide or para-professional salary schedule, which, in no instance, will be equal to or exceed the teacher salary schedule.

1. The committee members will be named by the Association and the District. They will remain on the committee until the completion of the committee. The Association and the District will be represented equally on the committee.
2. Meetings will be scheduled jointly by the Association and the District.
3. The committee will be formed by September 30, 2020.
4. The first meeting will take place by October 31, 2020.
5. The recommendation shall be completed by March 1, 2021. This ensures the new language, if any, can be taken through negotiations.

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**\*Due to the soft closure and COVID-19 outbreak this memo will be brought forward to the next year negotiations (2020-2021).**

**Memorandum of Understanding #7**

1-year pilot at the recommendation of the MOU #4 committee from the 2019-2020 contract negotiations. See expired Memo below for reference.

**Memorandum of Understanding #8**

**B.S +60 or 70 lane**

*The Association and the District agree to assemble a committee to explore the possibility of an additional bachelors' lane. Below are guidelines for the committee process.*

1. *The committee members will be named by the Association and the District. They will remain on the committee until the completion of the committee. The Association and the District will be represented equally on the committee.*
2. *Meetings will be scheduled jointly by the Association and the District.*
3. *The committee will be formed by September 30, 2019.*
4. *The first meeting will take place by October 31, 2019.*
5. *The recommendation shall be completed by March 1, 2020. This ensures the new language, if any, can be taken through negotiations.*



Based on the meetings of the committee this year the following recommendations shall be put in place for the 2020-2021 school year:

1. Educator has at least 2 (two) posted endorsements in the following areas:
  - Reading Level 1 or 2
  - Reading Interventionist
  - Elementary Mathematics
  - Secondary Mathematics Level 2-4
  - English Second Language (ESL)
  - Gifted and Talented
  - Science Technology Engineering Mathematics and Elementary (STEM)
  - Special Education Mild/Moderate or Severe (through the approval of the SPED department)*
2. The endorsement is after B.S./B.A. posted degree but before a master's degree, which means the educator must be on lane 2
3. All paperwork has been completed
4. Are currently educating students in the classroom

If an educator meets ALL of the conditions above, they qualify for the stipend amount of \$200. All official documentation (request form, official transcript, etc.) supporting eligibility of the stipend will be given to the HR Department by January 29, 2021. The one-time stipend will be given in the 2020-2021 school year in June.