

**EDUCATORS' PROFESSIONAL AGREEMENT AS NEGOTIATED  
BETWEEN THE WEBER SCHOOL DISTRICT AND THE  
WEBER EDUCATION ASSOCIATION**

Contract Year August 1, 2024- September 30, 2025

COMPLIMENTS OF:

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WEBER EDUCATION ASSOCIATION

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Pilar Caballero, Elementary Vice-President

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This booklet represents the Educators' Professional Agreement for 2024-2025 school year as negotiated between the Weber School District and the Weber Education Association. The Educators' Professional 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.

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## **1. DEFINITIONS AND GOALS**

### **1.1 Equal Opportunity Employment**

- 1.1.1 No person shall be denied employment, re-employment or advancement, nor shall be evaluated on the basis of race, color, religion, sexual orientation, 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. (2022)
- 1.1.2 The District will follow EEOC guidelines included in the following Department of Workforce Services/Equal Opportunity Employer and the language from the website takes precedence. (2020)
- 1.1.3 The District recognizes the essential significance of capable educators 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 most qualified administrative staff would be unsuccessful in accomplishing the aims and ideals of education without an efficient staff of educators. All functions of the District are 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 Abusive Conduct shall mean the 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.
- 1.2.2 Association shall mean the current bargaining agent.
- 1.2.3 Board shall mean the Weber District Board of Education.
- 1.2.4 Compensatory Time shall mean when an employer grants an employee time off from work in lieu of overtime pay. When an employee works pre-approved additional hours beyond their regular work schedule, or gives up prep time to cover a class, instead of receiving immediate overtime pay, they are given compensatory time off at a later date. (2024)
- 1.2.5 Days shall mean contract days except during summer recess when it shall mean Monday through Friday, excluding holidays.
- 1.2.6 Displacement shall mean any educator removed from the educator's assigned school due to a drop in enrollment, turnaround, phase-out of programs or classes, or closure, consolidation, or reconstitution of the school building. (2024)
- 1.2.7 District shall mean the Weber School District.
- 1.2.8 Educators shall mean all professional employees of the District who are on the Educators' Salary Schedule. (2021)
- 1.2.8.1 Career Educator shall mean all regularly assigned educators (except specially funded program educators), 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 educator retires, resigns, terminates, or is terminated.

- 1.2.8.2 Full-time Educator shall mean all educators who are employed 7.5 hours or more per day.
- 1.2.8.3 Part-time Educator shall mean all educators who are employed 4.0-7.49 hours per day. (2023)
- 1.2.8.4 Provisional Contract Educator shall mean the following:
- Regularly assigned educators working at least a half-time contract who have not yet completed three continuous years of satisfactory contract employment as an educator in Weber School District and who have not been recommended for Career Educator Status by their principal. One of the conditions below may apply:
    - A Provisional Contract Educator is also an educator who separates from his/her teaching career and then returns to Weber District,
    - or an educator who has achieved Career Educator Status in a substantially different position, in the District from which the educator is currently employed (or moves from a different district to a substantially different position in Weber District), and have not yet completed three (3) continuous years of satisfactory contract employment in the new position.
- 1.2.8.5 An educator who has achieved Career Educator Status in another school district in Utah may be granted Career Educator Status in the educator's current position in Weber District (as long as it is substantially similar to the position in the educator's former district) after two (2) years of service upon recommendation of the principal. (2022)
- 1.2.8.6 A provisional educator may be non-renewed within sixty days of the educator's last contract day of the year.
- 1.2.8.7 In accordance to Policy 7130, during a provisional educator's last year of provisional service, the educator will receive one of the following:
- A recommendation for Educator Career Status; or
  - An extension of provisional status (up to two years beyond the initial provisional status); or
  - A non-renewal letter (2020)
- 1.2.8.8 Temporary Educator shall mean all educators who are employed on or after February 1st and all other educators hired on a limited short-term basis, including part-time educators as defined. Temporary educators serve at will and have no expectation of continued employment.
- 1.2.9 Substantially Different Position shall mean 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.
- 1.2.9.1 An educator 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 educator's original position. (Position does not mean the same school and grade level where the educator achieved career status.)
- 1.2.9.2 An educator 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 educator returned to the original position within two (2) years.
- 1.2.10 Evaluation: focuses on a year-end summative assessment of the performance and effectiveness of educators in their roles. Through observations and other data, it involves evaluating various aspects of work, related to your position , i.e., instructional practices, classroom management, student

- engagement, and impact on student learning. Evaluation is conducted by supervisors, and is aimed at providing feedback to support educators' professional growth and improve their teaching practices. An evaluation results in a year-end summative rating.
- 1.2.11 Specially Funded Program Educator shall mean all educators who do not have Career Educator 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 educators 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 educators in that program, as a necessary staff reduction.
- 1.2.12 School Year shall mean the period of time established by the official school calendar adopted by the Board.
- 1.2.12.1 Seniority in the District shall accrue beginning the day the educator starts earning pay as a certified full-time educator and shall continue to accrue as long as the educator is full-time.
- 1.2.12.2 If seniority is equal, the most senior educator will be determined by the date and time they signed their initial contract with the District.
- 1.2.12.3 If an educator moves from full-time to part-time status, their years of accrued seniority will freeze and continue accruing if they return to full-time status.
- 1.2.12.4 Seniority shall not accrue during a leave of absence unless required by law. Upon retirement, resignation or termination all seniority is forfeited.
- 1.2.12.5 Educators who separate from the District and are rehired to a full-time position requiring a teaching license after a one-school-year absence will have their seniority reinstated. Educators retiring from the District who are rehired will not have their seniority reinstated. (2024)

## **2. ASSOCIATION RIGHTS**

### **2.1 Recognition**

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

### **2.2 Exclusive Privileges**

- 2.2.1 The District recognizes the Association as the representative for educators as long as its members comprise the majority. Membership in said organization shall be on a voluntary basis.
- 2.2.2 The District agrees to make available to the Association any public information related to its operation.
- 2.2.3 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.
- 2.2.4 Bulletin board space will be provided for the posting of Association notes and publications.
- 2.2.5 The Association may transact Association business in the schools at reasonable times, provided that such action does not interrupt normal school operations.
- 2.2.6 The Association may be involved in orientation programs of new educators.



- 2.2.7 Educator Facilities: The District will provide a telephone in each faculty room or another private area for the use of educators. 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.
- 2.2.8 The Association may use the District and school information delivery systems to distribute material to educators.
- 2.2.9 The Association may submit educator nominations for task force committees to the superintendent for consideration. (2024)
- 2.2.10 Association Building Leaders will be given a minimum of 5 minutes to share information in one faculty meeting a month with prior approval from administration. (2024)

### **2.3 Association President**

- 2.3.1 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 twenty (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.
- 2.3.2 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 District position at their current school when their Presidential term ends unless the President seeks another position.

### **2.4 Waiver of Contract Provisions**

- 2.4.1 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.

#### **2.4.2 Conflicts Between the Contract and Board or Personnel Policies**

- 2.4.3 If it occurs that any Board or Personnel Policies of the District are contrary to the provisions of the Educators' Professional Agreement, the Agreement's provisions will take precedence unless both the District and the WEA agree otherwise.

### **2.5 Association Release Time**

- 2.5.1 The Association is granted ten (10) release days to be used by educators at the Association's discretion. The Association shall pay substitute costs.

### **2.6 Dues**

- 2.6.1 All educators 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. Educators 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. Said deduction shall be made from a list provided annually by the

Association. If an educator 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.

- 2.6.2 It is mutually agreed that final educator dues collected by the District will be paid to the Association by August 15 following the close of the fiscal year.
- 2.6.3 The District and the Association agree that as a condition of employment, the District will, at the direction of the educator or the Association, as designated by the educator, make payroll deductions in accordance with the professional agreements and contract provisions of the District.
- 2.6.4 The educator or the Association as designated by the educator 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.
- 2.6.5 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 educator.
- 2.6.6 The educator 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.

### **3. EMPLOYMENT**

#### **3.1 Non-School Employment**

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

#### **3.2 Period of Employment**

- 3.2.1 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 the number of contract 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 District receives full state funding, agreed contractual salaries will be honored.
- 3.2.2 Upon request, the District will investigate and properly adjust any misplacement of personnel on the salary schedule.

### **4. EDUCATOR BENEFITS**

#### **4.1 Insurance**

##### **4.1.1 Health and Accident**

- 4.1.1.1 The District will participate with the educators in a medical and hospital insurance program. Those eligible for participation are:
  - All educators working thirty (30) hours or more per week (2023)
  - Full-time educator working 7.50 hours or more per day (2023)

- 4.1.1.2 Part-time educators (who work 30-37.49 hours a week) will pay a higher proportionate share of the insurance premium. (2024)
- 4.1.1.3 The District will pay a percentage (to be determined in annual negotiations) of the medical and hospital premiums of the base plan for educators working 30 hours or more per week.
- 4.1.2 Implementation Plan
  - 4.1.2.1 Educators hired in positions that qualify will be eligible to receive insurance benefits the first day of the month following the first contract day worked. (2023)
- 4.1.3 Disability Benefits
  - 4.1.3.1 An employee who needs short-term leave for medical or disability reasons may request to be paid the short-term leave benefit under District's short-term disability coverage, or to use the employee's accrued paid leave under the Family Medical Leave Act (FMLA), if applicable, or to use the District paid maternity leave, if applicable. Employees are encouraged to work with their medical provider and the District's Human Resources Department to determine which option is most beneficial for the employee. If the employee chooses to utilize accrued leave under FMLA, or District paid maternity leave, if applicable, once leave has been paid, leave may not be exchanged for short-term disability coverage. The District will provide information through annual electronic notifications at the beginning of the school year to ensure all educators have the opportunity to be informed on this benefit each year. (2024)

## **4.2 Long-Term Disability (LTD)**

- 4.2.1 The District will pay 100% of the Long-Term Disability premiums for educators working 7.5 hours or more per day. (2022)
- 4.2.2 Part-time personnel working 4.0-7.49 hours per day will be able to participate by paying a proportionate share of the premiums. (2022)
- 4.2.3 This coverage is provided through the Insurance Company awarded the contract by the District.
- 4.2.4 Long-term disability benefits pay a percentage of an employee's salary if the employee becomes disabled, meaning the employee is not able to work for a long period of time due to sickness or injury. (2023)
- 4.2.5 Long-term disability has a 120-calendar day waiting period before being eligible for benefits. (2024)
- 4.2.6 Long-term disability benefits are paid at 67% of the employee's earnings. (2023)
- 4.2.7 District will pay a waiver of insurance premium benefit for those on long-term disability for up to twenty-four (24) months as long as they qualify. Employees must be enrolled in the District medical insurance at the time the employee is approved for long-term disability in order to qualify for the waiver of insurance premium.
- 4.2.8 Those on long-term disability will continue to accrue years of service in the Utah Retirement System as long as they qualify.
- 4.2.9 If an employee is approved for LTD, the employee will separate from their employment with the District. If eligible, an employee can request a one (1) year medical leave of absence. (2024)
- 4.2.10 Contact Human Resources for questions or to apply for long-term disability.

### **4.3 Short-Term Disability (STD) (2023)**

- 4.3.1 District will pay 100% of the short-term disability premium for educators working a minimum of twenty (20) hours or more per week.
- 4.3.2 This coverage is provided through the Insurance Company awarded the contract by the District.
- 4.3.3 Short-term disability benefits pay a percentage of an employee's salary if the employee becomes temporarily disabled, meaning that the employee is not able to work for a short period of time due to sickness or injury (excluding on-the-job injuries, which are covered by worker's compensation insurance) and the employee is unable to perform the essential functions and responsibilities of the employee's position.
- 4.3.4 Weekly benefits begin on the 15th calendar day of the disability. This occurs because there is a 10 consecutive working days (14 calendar days) waiting period, from the first day of the disability, before STD will start the benefit.
- 4.3.5 Short-term disability benefits are payable for a maximum of fifteen (15) weeks.
- 4.3.6 Benefits are paid at 66.67% of employee earnings. Maximum benefit paid is \$2,500 per week with a minimum benefit of \$25 per week.
- 4.3.7 Short-term disability pay is calculated using their annual salary and not their hourly rate.
- 4.3.8 No short-term disability benefits will be paid for any period of time, if 100% of the employee earnings (this includes accrued leave pay) have been paid.
- 4.3.9 FMLA leave runs concurrently with STD leave.
- 4.3.10 Short-term disability is subject to Utah Retirement System rules. If an educator has unpaid days during the waiting period, those unpaid days may not count towards state retirement. Compensation received from short-term disability carrier is not reported to the Utah Retirement System.
- 4.3.11 Contact Human Resources for more information or to apply for STD.

### **4.4 Term Life**

- 4.4.1 A \$30,000 (educator)/\$10,000 (dependent) term life insurance policy is to be provided to all educators working 20 hours or more per week. (2023)

### **4.5 Enrollment and Changes (2023)**

- 4.5.1 The open enrollment period for educators to change their medical, health, dental, vision and voluntary insurance is the first two weeks (14 calendar days) of August.
- 4.5.2 Enrollment and changes made will take effect September 1st when the new plan year begins.
- 4.5.3 Where insurance benefit options are provided, the educator is responsible for the proper designation of coverage and the follow-up thereof.
- 4.5.4 A newly hired or newly eligible educator has thirty (30) calendar days from the date of eligibility, or the first contract day worked to enroll.
- 4.5.5 Educators who wish to enroll in or make changes to their insurance outside of the open enrollment period or beyond thirty (30) calendar days after becoming eligible may do so only if they experience an IRS-qualified life event. Such events include, but are not limited to, changes in family status due to birth, adoption, marriage, divorce, or death of a covered family member.

- 4.5.6 To make changes to insurance, educators must provide Human Resources with documentation of a qualifying event within 30 calendar days.
- 4.5.7 Upon the death of any employee, insurance coverage for the spouse and children will continue until the last calendar day of the month in which the employee died, at which point it will be discontinued and the family will need to secure other insurance coverage.

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

- 4.6.1 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. Sign up must be completed during open enrollment.
  3. Reimbursed expenses must be incurred and pay for expenses September 1 through November 14.
  4. Actual reimbursement from the plan administrator can be made ninety (90) days after August 31 of each year.
  5. Changes can be permitted in conjunction with a qualified life event. Cancellation allowed only if there is a major change in family status.
  6. Money left in the account after November 14 cannot be returned to the employee and cannot be carried over to the next year.
  7. All rules and regulations must be followed as outlined in the Internal Revenue Code. Amended IRS regulations may force modification or termination of this plan during any year.
  8. Non-taxable benefits will be available to participants as listed on the Flexible Spending enrollment form.

#### **4.7 Bereavement**

- 4.7.1 In the event of a death of a member of an educator's or an educator's spouse's family, an educator may be excused, without a salary deduction, for up to the following number of days:
- 4.7.2 five (5) days for a member of the immediate family (spouse or children)
- 4.7.3 four (4) days for parents or step-parents
- 4.7.4 three (3) days for mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, or grandchild
- 4.7.5 two (2) days for a grandmother, grandfather, sister-in-law or brother-in-law
- 4.7.6 one (1) day for an aunt or uncle, niece or nephew
- 4.7.7 Bereavement leave days shall only be used within a two-week window from the time of death unless approved by educator's administrator
- 4.7.8 Additional days shall be added to Bereavement Leave if travel distance necessitates additional time to travel.
- 4.7.9 When unusual circumstances exist, at the written request of the educator, the Superintendent may approve bereavement leave or additional bereavement leave to the educator.
- 4.7.10 Guidelines for Bereavement Leave:
- 4.7.11 Bereavement Leave is intended to be used for such activities as:

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

#### **4.8 Required Legal Appearance**

4.8.1.1 Educators shall be granted leave without loss of pay and not charged Paid Time Off (PTO) 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.

#### **4.9 Illness**

- 4.9.1.1 In the event an educator is absent from duties on a contract day due to illness, whether physical or mental (with sufficient sick leave available), the educator will be paid a full salary. (2023)
- 4.9.1.2 In the case of illness of individuals in the educator's immediate family (spouse, parents or children) or in the case of illness of individuals living within the household of the educator.
- 4.9.1.3 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 educator before the leave is taken as to whether the leave is approved.
- 4.9.1.4 Educators shall be required to furnish proof of continuing disability due to illness which exceeds five (5) days.
- 4.9.1.5 A medical doctor's statement or Family Medical Leave paperwork shall provide proof of continuing need for sick leave.
- 4.9.1.6 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. Educators will give their supervisor advanced notice if they are required to travel more than 100 miles from their primary residence to receive medical care. The educator may be required to furnish proof of the need for said travel. A medical doctor's statement shall constitute acceptable proof.
- 4.9.1.7 If an employee has an illness or a health condition that qualifies the employee as disabled under the Americans with Disabilities Act Amendments, and the employee needs accommodations to perform essential job functions, the employee is encouraged to contact Human Resources to begin the interactive process to determine appropriate accommodations. (2023)

#### **4.10 Maternity/Adoption Leave**

- 4.10.1.1 Educators who qualify for the Family Medical Leave Act may take up to twelve (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. Educators will need to use their accrued leave to be paid during their time off. If educators do not have accrued leave, their time off will be unpaid. (2022)
- 4.10.1.2 If an educator who qualifies for FMLA wants to take leave before the birth, up to five (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.
- 4.10.1.3 If educators do 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 educators can claim a maximum of 30 days of their accrued leave. (2022)

#### **4.11 Sick Leave (2024)**

- 4.11.1 Educators will be issued ten (10) days of sick leave each year.
- 4.11.2 Educators will be given one opportunity a year to exchange two (2) sick days for two (2) PTO days. This will happen at the beginning of each school year. Once the opportunity closes to exchange the days, the decision is final. (2024)
- 4.11.3 After all accumulated sick leave has been used, educators may receive one-half salary for a period not to exceed ten (10) days. Educators shall be required to furnish proof of continuing disability due to illness that exceeds five (5) days.
- 4.11.4 In case the educator shall have used fewer 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 contracted days. (2023)
- 4.11.5 Misuse of Sick Leave
  - 4.11.5.1 If it is found that there is valid evidence of an educator's misuse of sick leave, the educator and the appropriate supervisor(s) will discuss the matter.
  - 4.11.5.2 Misuse of the sick leave shall result in corrective action, which will include forfeiture of salary for the educator during the time of misuse and paying the full cost of the substitute.
  - 4.11.5.3 Repeated misuse shall be cause for dismissal.

#### **4.12 Leave Without Pay**

- 4.12.1 Leave without pay must be approved by the school administrator prior to taking the leave unless the educator has been approved for FMLA. Leave without pay will only be granted for emergencies or illness. If leave without pay is approved for illness, educators will be asked to provide a doctor's note. (2023)
- 4.12.2 An educator on leave without pay may have the option to continue participating in the insurance benefits program by paying the total insurance premium during any month the educator 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. (2022)
- 4.12.3 Salary deduction for a day of leave without pay is calculated by dividing the contract salary by the number of contract days. (2022)

#### **4.13 Sick Leave Notification**

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

#### **4.14 Leave of Absence**

- 4.14.1 One year leave of absence (2022)
- 4.14.2 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
  - Parental leave to include adoption (2021)
- 4.14.2.1 To qualify for a one-year leave of absence, an employee must complete three (3) years of employment with the District prior to requesting leave of absence.
- 4.14.2.2 To apply for a one-year leave of absence, an employee will need to complete the separation/leave of absence notice on [Employee Online](#). (2022)
- 4.14.2.3 An educator planning to return from a leave of absence must notify Human Resources and the appropriate Director by March 1st if planning to return the following contract year. This allows the educator an opportunity to be placed prior to positions being opened outside of the District. (2023)
- 4.14.3 30-Day Leave of Absence (2022)
- 4.14.3.1 If educators do not qualify for FMLA, they can be granted a 30-day leave of absence without pay due to illness of educators.
- 4.14.3.2 The educator will request a 30-day leave of absence in writing from the Human Resources Department. The educator will need to provide doctor's documentation supporting the leave of absence request. The request will be reviewed by the Human Resources Director, but approved by the Superintendent. (2022)

#### **4.15 Paid Time Off (PTO) (2024)**

- 4.15.1 Thirty-two hours (32 ) (or the proportional hours for partial or extended contracts) of PTO leave will be issued to the educator each school year.
- 4.15.2 Educators will be given one opportunity a year to exchange two (2) sick days for two (2) PTO days. This will happen at the beginning of each school year. Forty-eight (48) hours (or the proportional hours for partial or extended contracts) of PTO will be issued to the educator each school year.
- 4.15.3 Educators can carry over to a maximum of sixty four (64) hours each year. If participating in the wellness incentive, educators can accumulate up to seventy-two (72) hours during the year (or the proportional hours for partial or extended contracts). Any hours above sixty four (64) (or the proportional hours for partial or extended contracts) not used by the end of the contract year, shall be added to the accumulated sick leave of the educator. (2024)

The following guidelines and restrictions apply:

- It is recommended that PTO not be used on a day prior to or following school holidays.
- During the first three and last three days of the school year that students are required to be in attendance, PTO is only allowed with prior written permission from the elementary or secondary director and after speaking with their direct supervisor.
- Educators must make their best attempt to notify their direct supervisor at least twenty-four (24) hours before taking PTO .



- If educators are taking over five (5) consecutive days of PTO, they must have written approval from their direct supervisor at least two (2) weeks prior to taking the leave. The educator is not required to reveal the purpose of PTO.

#### **4.16 Military Leave**

4.16.1 Educators will be granted Military Leave under the following three categories:

4.16.2 Category One:

4.16.2.1 In the event of an involuntary “Presidential or Governor Recall” to active duty, the educator 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.

4.16.3 Category Two:

4.16.3.1 In the event an educator's military unit is required to perform annual training during the school year, and the educator has no choice concerning the dates of training, the educator 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 educator will be allowed leave in any of the following three ways:

4.16.3.2 The educator must use at least two (2) days of PTO, and then arrange the remaining days as compensatory time.

4.16.3.3 The educator must use at least two (2) days of PTO and then pay the cost of a substitute educator for the remaining days.

4.16.3.4 The educator must use at least two (2) days of PTO 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.

4.16.3.5 The educator may choose to take leave without pay.

4.16.4 Category Three:

4.16.4.1 If a educator 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:

4.16.4.2 Educators can use up to three (3) days of compensatory time. All compensatory time must have prior approval of the principal. They may also use PTO days. The total number of compensatory days and/or PTO days cannot exceed a total of five days.

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

4.16.5 The following applies to categories 2 and 3 of military leave: (2022)

4.16.6 After the educator and the principal have reached agreement on how leave is to be used, the educator 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.

## **4.17 Family and Medical Leave Act (2023)**

- 4.17.1 The Board has adopted policy 7700 to comply with the Family and Medical Leave Act of 1991. That policy is subject to revision by federal legislation to which the Board will comply.
- 4.17.2 FMLA allows eligible employees to take up to 12 work weeks of unpaid leave during a 12-month period for:
- (a) an employee's serious health condition that makes the employee unable to perform his or her job functions.
  - (b) the birth of a child and to care for such child
  - (c) the placement of a child for adoption or foster care
  - (d) to care for the employee's seriously ill spouse, son daughter or parent
- 4.17.3 In order to be eligible for FMLA leave, an employee must have worked for the employer for at least 12 months, and have worked at least 1,250 hours over the past 12 months.
- 4.17.4 To calculate available FMLA leave, the District uses a rolling 12-month period measured backward from the date an educator uses any FMLA leave.
- 4.17.5 Educators using FMLA leave are guaranteed insurance coverage during the leave and must be returned either to the former position they had before the leave, or to an equivalent position in pay, benefits, and other terms and conditions of employment.
- 4.17.6 If educators choose to be paid while on FMLA leave, they need to use their accrued leave.
- 4.17.7 It is the educators' responsibility to enter accrued leave in AESOP or Employee Online while on FMLA leave.
- 4.17.8 Contact Human Resources to apply for FMLA.

## **5. SALARY**

### **5.1 Experience Credit**

- 5.1.1 Experience credit will be awarded on the following basis:
- Full credit for up to sixteen (16) years of public school and/or accredited private teaching experience shall be granted for new hires to the District, placing them on step 17 of the educator salary schedule. (2024)
  - Educators 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 worked. Those educators 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.
  - Educators whose first working contract day is on or after February 1st will not be given credit on the salary schedule for that year of experience. (2023)
  - Educators who separate from the District and are rehired to a position requiring a teaching license within a one-year period of time shall have the following benefits: (This does not apply to educators who have retired and are rehired within one year of their retirement date.)
  - Sick leave, which has accrued to an individual at the time of separation, shall be reinstated upon the educator's return.

- The educator shall be placed on the same salary step that they were eligible to be placed on at the time of separation.
- No waiting period will be required for insurance eligibility.
- The number of years employed on the Educator Salary Schedule in the District will be restored.

## **5.2 Career and Technology Education Placement on the Salary Schedule (2021)**

5.2.1 Career and Technology Education (CTE) educators that apply for and are board approved for an LEA-specific license or those who acquire an Associate, or Professional license, either through a university setting or through the District alternate pathway professional education licensing (APPEL) program, will all be placed on the Educator Salary schedule. Licensing requirements can be found at <https://www.schools.utah.gov/licensing> (2022)

5.2.2 Each license must be accompanied by the required state-approved program endorsement. Endorsement requirements can be found on the [USB E website](#).

5.2.3 When an employee is first employed by the District, experience in industry may be credited a step placement on the salary schedule based on the following procedures:

1. Employees will submit industry experience to the CTE Director.
2. The CTE Director will review the industry experience and verify that experience meets classroom requirements.
3. Three (3) years of experience credit needs to be verified to move 1 step on the salary schedule.
4. CTE Director will review the number of industry experience years that meet classroom requirements and calculate those years on a 3-to-1 ratio, not to exceed 14 years credit.
5. CTE Director will submit a request for experience credit to the Human Resource Director.
6. Both the CTE Director and the Human Resource Director will verify the industry experience credit and determine salary schedule placement.
7. Once experience credit is verified and salary placement has been determined, the CTE Director will inform the educator as to the decision and placement.
8. Employees may grieve the outcome through the negotiated grievance procedure.

## **5.3 Lane Changes**

5.3.1 The requirements for moving from one lane to another include all of the following :

1. The latest year of teaching experience must have been successful (educator not on probation).
2. Credits must be earned after verification of completion of at least an Associate level Teaching Certificate and bachelor's degree. (2023)
3. Verification of credits, certificates, and degrees may be demonstrated in the following manner: (2023)
  - Presenting of certificate or degree
  - Presenting of official transcript of credits

- Professional re-licensure points do not count toward lane changes unless verified as above.
- Utah State Board of Education (USBE) Credit (2024)

5.3.2 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 15th day of each month, September through April, in order for consideration of lane change credit for the next month's salary.

#### **5.4 Educator Substitute Class Coverage**

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

5.4.1.1 Secondary: using a prep to cover another class

5.4.1.2 High School

- Coverage for 2 class periods: Current certified substitute educator pay rate for half day
- Coverage for 4 class periods: Current certified substitute educator pay rate for full day

5.4.1.3 Jr. High School

- Coverage for 4 class periods: Current certified substitute educator pay rate for half day
- Coverage for 7 class periods: Current certified substitute educator pay rate for full day

5.4.2 Elementary : taking a portion of another educator's class into another class

- Coverage for 3 hours: Current certified substitute educator pay rate for half day
- Coverage for 6 hours: Current certified substitute educator pay rate for full day

5.4.3 Coverage time only applies to absences that were not picked up through the AESOP system. These are limited to sick, paid time off (PTO) , bereavement. 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 10th of each month for it to be included on the next month's payroll. Comp time can be carried over but must be used within one year of accrual date and documented on the comp form. Comp forms can be found from the school administrative assistant. (2024)

#### **5.5 District School-based Extra Duty Compensation Schedule: see in appendix.**

##### **5.5.1 Supplemental Income**

5.5.1.1 Supplemental income payments to educators 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 educator's pay statement.

5.5.2 All supplemental income payments shall be made through District Accounting payroll. Administrators paying educators supplemental income (including extra duty) need District approval. (2022)

5.5.3 Single supplement payments shall not exceed an Effective Faculty Use (EFU) stipend unless authorized by a member of the superintendency. (2022)

5.5.4 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 under the extracurricular section 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.

5.5.5 An educator's extra duty assignments such as mentoring, coaching, teaching during prep period, etc. are at-will positions. Educators have no expectation of continued employment in extra duty assignments, including any accompanying pay, stipend, or benefit.

5.5.6 Teaching school-based summer school, make-up classes, credit recovery, or similar duties will be based on an hourly rate commensurate with the "Weber School District School-Based Extra Duty Compensation Schedule" listed in this Agreement. (2022)

## **5.6 Continuing Salary: see Salary Schedule in appendix.**

5.6.1 Each educator 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.

## **5.7 National Board Certification: see Salary Schedule in appendix for stipend amount.**

5.7.1 Educators receiving National Board Certification as issued by the Utah State Office of Education shall receive a stipend each year they remain nationally board certified. This stipend is indexed to the salary schedule and will increase as base increases occur. It is the responsibility of the educator to contact HR to receive the stipend. HR will verify certification with the state. (2021)

## **5.8 National Board Certification: Nurses**

5.8.1 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 District.

## **5.9 Certificate of Clinical Competence: see Salary Schedule in appendix for stipend amount.**

5.9.1.1 Speech Language Pathologist who possess the Certificate of Clinical Competence shall receive a 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.

## **5.10 New Educators Hired After the Start of School**

5.10.1 Educators 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.

## **6. LICENSING**

### **6.1 Assignment of Professional Personnel (2021)**

6.1.1 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 educator is most qualified to serve, and third as to the preference of the educator. (2020)

### **6.2 Proper Licensing Requirements (2021)**

- 6.2.1 Proper licensing includes an LEA-specific, Associate and Professional license. An LEA-specific license needs to be approved by the District Board of Education. Please see Board Policy 7135 regarding LEA-specific license. The Associate and Professional license is issued through USBE.
- 6.2.2 Upon hire the educator 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.
- 6.2.3 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 educator.

### **6.3 Position on Non-licensed Educators**

6.3.1 The District agrees that no knowledgeable effort will be made to hire educators who are not properly licensed. (2021)

### **6.4 Recruitment and Selection (2021)**

- 6.4.1 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 Elementary, Secondary and Human Resources Directors 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:
- Qualified applicants shall be actively sought.
  - Selection shall be based solely on merit and eligibility. See 1.1.1 in contract Equal Opportunity Employment.
  - List of LEA-specific licensed educators shall be reported to the Board for approval

## **7. EXAMINATIONS/FIT FOR DUTY (2020)**

### **7.1 Fitness-for-Duty Evaluation**

7.1.1 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.

## **7.2 Legal Standard**

7.2.1 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.

## **7.3 Definitions**

### **7.3.1 Business Necessity**

7.3.1.1 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 an educator might be ensuring the educator to run 2 miles. An example of something that MAY be a business necessity is ensuring an educator is alert and coherent on the job. (2023)

### **7.3.2 Fitness-for-Duty Examination**

7.3.2.1 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.

### **7.3.3 Fitness-for-Duty Committee**

7.3.3.1 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

### **7.3.4 Fitness-For-Duty Requirements**

7.3.4.1 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 educator's health care provider, the Fitness-for-Duty Committee has reasonable and articulable concerns that the educator is not capable of performing the educator's essential job functions.
- 7.3.5 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.
- 7.3.6 Factors the Fitness-for-Duty Committee may consider when making a determination to require a Fitness-for-Duty Examination include:
- 7.3.6.1 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
- 7.3.6.2 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
- 7.3.6.3 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 oneself
- 7.3.7 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.
- 7.3.8 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.



- 7.3.9 The District may ask for medical documentation that explains the effects of prescription medication on the employee's ability to perform the job.
- 7.3.10 An employee required to have a Fitness-for-Duty Examination will be placed on paid administrative leave until the District obtains a report from an 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. (2022)
- 7.3.11 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.
- 7.3.12 The District will maintain a list of independent, licensed health care professionals with forensic training that may conduct a Fitness for Duty Examination.
- 7.3.13 Any Fitness-for-Duty Examination required by the District will be paid for by the District.
- 7.3.14 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.
- 7.3.15 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. At this time paid administrative leave will end. (2022)
- 7.3.16 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.
- 7.3.17 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.
- 7.3.18 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.
- 7.3.19 Educators are entitled to representation and/or support through the process described above.
- 7.3.20 Nothing in this provision prohibits the District from requiring a risk assessment of educators 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.

## **8. EVALUATION PROCEDURE (2024)**

### **8.1 Definitions**

- 8.1.1 Evaluation: focuses on a year-end summative assessment of the performance and effectiveness of educators in their roles. Through observations and other data, it involves evaluating various aspects of work, related to the position, i.e., instructional practices, classroom management, student engagement, and impact on student learning. Evaluation is conducted by supervisors, and is aimed at providing feedback to support educators' professional growth and improve their teaching practices. An evaluation results in a year-end summative rating.
- 8.1.2 Observation: refers to the practice of observing and assessing an educator's performance. Educator observations can be informal, such as a brief walkthrough, or formal, involving a structured observation with specific criteria and a formal evaluation report. Observations may focus on various aspects of teaching, or various aspects of work related to the position, i.e. including instructional delivery, classroom management, student engagement, and the use of instructional materials and resources. The goal of educator observation is to improve performance and student-learning outcomes. The information gathered in observations, student-growth data, and other evidence the supervisor may obtain will lead to the year-end summative rating.

### **8.2 Purpose**

- 8.2.1 The instructional performance of all educators 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 educator. Educators shall be counseled regarding areas of improvement needed, and suggestions shall be made concerning methods. Recognizing that each educator's method and philosophy is different, the District affirms the right and responsibility of each educator to develop individual instructional techniques insofar as such techniques do not result in procedures contrary to District-wide policy and philosophy.

### **8.3 Evaluations**

- 8.3.1 Educators will receive training on the Educator Effectiveness Plan at the beginning of each new school year. The supervisor shall orient all educators concerning the Educator Effectiveness Plan including the purpose of, methods for, and observation, and final evaluation rating. Observations may not occur prior to the training by the supervisor.
- 8.3.2 The District-wide program for evaluating the instructional process will provide that:
- 8.3.3 All scheduled observations and evaluations of an educator's performance shall be conducted openly and with full knowledge of the educator. The educator 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 educator. Every effort will be made to conduct observations at reasonable times during the school year.

### **8.4 Observations**

- 8.4.1 Prior to the observation, educators will provide their supervisor with relevant information regarding the lesson, i. e. lesson plans, objectives, slide presentation, or any other additional information.

- 8.4.2 Each scheduled observation of the educator will be followed by a personal conference between the educator and the supervisor within ten (10) working days of the observation. The evaluator will discuss the observation with the educator.
- 8.4.3 Observations and post-observation discussions provide formative feedback intended to increase supervisor-educator conversations about practice and to promote continuous improvement.
- 8.4.4 Following the observation with the supervisor educators will complete and review any completed documents by the supervisor and add any relevant information to the observation document.
- 8.4.5 The educator will have access to a digital copy of any observation report once it is finalized by the evaluator.
- 8.4.6 Observations are intended to provide feedback for the educator about what the supervisor sees in the classroom during the sufficient time period. Supervisors will use observation data, along with other evidence, to help determine and calculate the end-of-year summative ratings for each indicator.
- 8.4.7 The educator will have the opportunity to bring in supporting evidence to document the effectiveness of meeting performance standards, which will be added by the supervisor to the observation tool. Supporting evidence can be presented throughout the school year, by supervisor or educator, which will be noted in the observation form and can result in a change in professional performance score.
- 8.4.8 Supporting evidence may include, but are not limited to emails, parent comments, students transferring into or out of class, or additional evidence showing Utah Effective Teaching Standards, etc.
- 8.4.9 Educators will have the opportunity to add their comments in the digital observation form by logging into the employee evaluation tool.
- 8.4.10 Educators will digitally sign the educator observation worksheet to acknowledge the observation has been discussed and they have been given their observation professional performance score.

## **8.5 Year-End Evaluation Rating (Summative Score)**

### **8.5.1 All Educators**

- 8.5.1.1 At the beginning of the year, educators will complete a self-evaluation; set a specific, measurable, attainable, relevant, and time-frame focused (SMART) professional goal; and establish a student learning objective (SLO) as part of the evaluation process.
- 8.5.1.2 Before the end of the year, educators will meet with the supervisor, at the completion of the student learning objective (SLO) goal and SMART professional goal, to complete the final evaluation.
- 8.5.1.3 All educators will participate in an end-of-year summative conference with their supervisor.
- 8.5.1.4 In a non-summative year, an informal observation may result in an additional formal Observation that will become part of the educator's record and can be accessed by the educator.
- 8.5.1.5 An educator's final end-of-the-year evaluation is kept in a digital personnel file.

### **8.5.2 Career Educators**

- 8.5.3 Career Educators on a three-year (3) evaluation year will review the summative evaluation score where goal progression, observation data, student growth measures, and additional feedback are discussed. The educator will receive an end-of-year summative evaluation report with a final rating on each performance indicator. These ratings are made by the supervisor and are informed by observations, student growth data, and other evidence the supervisor may obtain.
- 8.5.4 Career educators not in need of a three-year (3) summative evaluation will review goal progression, observation data, student growth measures, and additional feedback. The educator's previous observation score(s) will be retained from the previous summative evaluation.
- 8.5.5 Career educators who have a year-end evaluation (summative score) rating of "Not Effective" will be placed on a plan of assistance. The plan of assistance will be created by the supervisor within five (5) days after the post-evaluation conference.
- 8.5.6 Career educators who have a year-end evaluation (summative score) rating of "Minimally Effective/Emerging" will be required to follow the supports provided by their supervisors.
- 8.5.7 If previously noted deficiency(s) is/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 supervisors are responsible for the educator's success or failure. During a three-year summative evaluation year, career educators will participate in at least one scheduled in-class observation that will last a sufficient amount of time.
- 8.5.8 The intent of the career educator summative evaluation is to be on a three-year cycle; however, the evaluator reserves the right to reevaluate on a non-summative year. Also, an educator may request an additional observation.

## **9. Educator Evaluation Performance Remediation (2024)**

### **9.1 Career Educators**

- 9.1.1 The intent of the educator Evaluation Performance Remediation is to encourage consistent and constructive communication between the educator and supervisor.
- 9.1.2 A career educator whose year-end evaluation rating (summative score) is rated as "Not Effective" will be placed on a professional plan of assistance.
- 9.1.3 Prior to placing a career educator on a professional plan of assistance, the administrator shall provide written notice that the career employee's contract is subject to termination if, upon a reevaluation of the career employee's performance, the career employee's performance is determined to be "Not Effective."
- 9.1.4 If placed on a plan of assistance, the District shall provide the career educator with reasonable assistance to improve performance.
- 9.1.5 The educator shall be given every opportunity to request supervisors, specialists, Association personnel, or other professional educators for assistance, constructive help or observation.
- 9.1.6 The educator 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.
- 9.1.7 The plan will indicate the length of time for remediation.

- 9.1.8 Following the completion of the plan of assistance, an educator shall be given a re-evaluation. Upon re-evaluation an educator who no longer scores “Not Effective” will have their new score documented in the evaluation tool
- 9.1.9 Educators on a plan of assistance have the right to representation of their choice at any meeting or conference in which the evaluations of the educators’ 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.
- 9.1.10 If there is no improvement after the completion of the Plan of Assistance, the educator will be terminated in accordance with the procedures outlined in Orderly Termination Section of this Agreement.
- 9.1.11 An educator who is not satisfied with a summative evaluation, or a re-evaluation, may request a review in writing of the summative/re-evaluation within fifteen (15) calendar days after receiving the written summative evaluation. State Board Rule, R277-533-8.

## **9.2 Provisional Educators**

- 9.2.1 Provisional Educators will be evaluated yearly until they receive career status.
- 9.2.2 Each provisional educator will be given assistance through the District Mentor Program.
- 9.2.3 Provisional educators will participate in at least two scheduled in-class observations and one unscheduled observation that will last a minimum of 30 minutes. The first scheduled observation will be completed by October 31st of each school year.
- 9.2.4 Provisional educators who have a year-end evaluation (summative score) professional performance rating of “Not Effective” or “Emerging” may, but are not required to, be placed on a plan of assistance or be given additional professional goals. Alternatively, provisional educators who have a professional performance rating of “Not Effective” or “Emerging” may be non-renewed.
- 9.2.5 Provisional educators may achieve career status after three full consecutive years of employment with the District provided they earn consistent effective ratings on observations and evaluations. Under special circumstances, supervisors may extend the provisional status of an employee, in writing, for no more than two additional years. This does not apply to educators who have achieved career status in another district prior to coming to Weber School District.
- 9.2.6 When provisional educators are eligible for a move from provisional to career status, one of the following decisions is made:
- Career status is granted
  - The provisional period is extended
  - The contract is not renewed
  - The educator will be notified of the decision via a letter from the principal.

## **10. GRIEVANCE PROCEDURES**

### **10.1 Definition**

- 10.1.1 A grievance shall mean a notice by an educator(s) and/or a representative of the educator that there has been an alleged violation, misinterpretation or inequitable application of any provision in

the educators' Professional Agreement or other written agreements with the Association and the District which affects educators.

## **10.2 Exclusions**

- 10.2.1 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 Educators' Professional Agreement, which can be addressed in accordance with UCA 53G, Part 1. (2022)
- 10.2.2 Complaints regarding educator evaluations or performance reviews, in accordance with the Educators' Professional Agreement under the evaluation section, which can be addressed by following grievance procedures of the Agreement. (2022)
- 10.2.3 Necessary Staff Reductions pursuant to UCA §53G-11-516.
- 10.2.4 Job classification and compensation issues, which can be addressed through the Human Resources Department.
- 10.2.5 Voluntary request for transfer, classroom or grade reassignments in accordance with the Educators' Professional Agreement Section 19. (2022)
- 10.2.6 Any other matter where the subject and applicable appeal process is specifically identified in another District Policy.

## **10.3 Purpose**

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

## **10.4 Representation**

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

## **10.5 Steps**

- 10.5.1 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 educator's supervisor, the educator should first discuss the grievance with that individual directly in an attempt to resolve the grievance.
- 10.5.2 Step 2 Informal Discussion with Supervisor
  - The educator cannot resolve the grievance directly with the individual or if the grievance does not involve another individual, the educator will discuss the concern with the educator's supervisor, with the objective of resolving the matter informally.

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

#### 10.5.3 Step 3 Formal Grievance

- If, after the discussions with the supervisor a concern still exists, the educator or a representative of the educator may invoke the formal grievance procedure. A written letter of concern shall be filed to the Human Resource Director or designee by the educator and/or representative within ten (10) District business days of the informal discussion with supervisor. Thereafter, as soon as possible, the educator 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.

#### 10.5.4 Step 4 Final Appeal to Superintendent or Designee

- If the educator is not satisfied with the written response from the Human Resource Director or designee, the educator 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 or designee's discretion, the Superintendent or designee may meet with the educator and/or a representative of the educator 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 or designee's written decision is the final administrative action.
- This does not negate the educator'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 educator's rights under this Agreement.

### 10.6 Miscellaneous Grievance Provisions

- 10.6.1 No person shall suffer recrimination or discrimination because of participation in this grievance procedure.
- 10.6.2 Confidentiality will be observed in accordance with Utah law.
- 10.6.3 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.
- 10.6.4 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.
- 10.6.5 All records of these proceedings are maintained in accordance with the Utah Government Records Access and Management Act. (2020)

## 10.7 Hearing Process

- 10.7.1 A career educator has a right to a fair hearing when the career educator's contract is terminated consistent with the following procedures:
- 10.7.2 An educator must request a hearing fifteen (15) days from the date the notice of termination is personally delivered or postmarked.
- 10.7.3 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.
- 10.7.4 Hearing officers must be professionals with experience in education.
- 10.7.5 A hearing officer may be a licensed attorney but does not have to be.
- 10.7.6 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.
- 10.7.7 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.
- 10.7.8 The educator 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.
- 10.7.9 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.
- 10.7.10 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.
- 10.7.11 The fair hearing officer:
- May request briefs to be filed prior to the hearing
  - May rule on motions submitted by the parties
  - Will hear all evidence and testimony at the hearing
  - Will make a determination about whether the District had cause to terminate the educator
  - 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)
- 10.7.11.1 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.
- 10.7.11.2 The fee for the hearing will be split evenly (50% and 50%) between the educator and the District.
- 10.7.11.3 Nothing in this section precludes the educator or the District from pursuing appropriate relief through state or federal court.
- 10.7.12 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)



#### 10.7.13 Hearing officers agreed upon by Weber Education Association and the District: (2024)

- Julie Nelson
- Carol Clawson
- Ashley Leonard
- Kirk McCrae
- Star Oruillian
- Doug Larson
- Everett Perry
- Kass Harstad
- Ken Wallentine
- Kristina Kindl

## 11. NEGOTIATIONS

### 11.1 The District and WEA

11.1.1 The 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.

## 12. PAYROLL AND SALARY DEDUCTIONS

### 12.1 Payroll Deductions (2021)

12.1.1 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.

### 12.2 Insurance

#### 12.2.1 Health and Accident Insurance

12.2.1.1 The insurance policy premium of educators who terminate before the completion of the school calendar for which they are contracted will be discontinued at the date of termination.

12.2.1.2 Any educator 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.

#### 12.2.2 Voluntary Life Insurance

12.2.2.1 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.

12.2.2.2 Any increase in voluntary life insurance after the billing date of the insurance carrier will be paid directly to the carrier by the educator.

### 12.3 Salary

12.3.1 When deductions from pay are made for absence from school, the amount to be deducted shall be determined by calculating the educator's daily rate by using the annual salary schedule (i.e.

- whatever step/lane the educator is on, divided by the number of contracted days equals the daily rate). (2021)
- 12.3.2 Educators assigned to summer programs, adult education, workshops, and/or leadership in curriculum development shall receive additional compensation at the established rate.
- 12.3.3 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 educator'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 educator will be subject to the policies of each individual financial institution. The educator'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.
- 12.3.4 If a educator is released from contract, the balance due at the date of release shall be payable upon release, or if the educator is not re-employed for the succeeding year, the educator may:
- 12.3.5 Request the balance of his annual salary payable on the first day of the month following the last contract day.
- 12.3.6 Request to continue to receive his salary on a monthly basis as stipulated above.
- 12.3.7 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.

#### **12.4 Annuities/403B/457/401K**

- 12.4.1 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.
- 12.4.2 Any annuity program may be discontinued upon written notice given to the District payroll office from the educator. Written notice of cancellation received in payroll by the 15th of any month October through May will become effective on the next monthly payroll.
- 12.4.3 The educator 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 increased annuity reduction will be processed by the payroll office.

### **13. PERSONNEL RECORDS (2024)**

#### **13.1 Building file**

- 13.1.1 Only one file at a school shall be kept on an educator. That file shall be located in the principal's (or supervisor's) office. The Educator's file shall be available to the educator for review upon written request.

## **13.2 District Personnel file**

- 13.2.1 Only one official District personnel file shall be kept on an educator. That file shall be located in the Human Resource Services Office. The educator's file will be open to the educator for review upon written request.
- 13.2.2 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.
- 13.2.3 No material shall be placed in the educator's official District personnel file or building file unless the educator has had an opportunity to review the material. In the event the educator disagrees with an item to be placed in the building or District personnel file, the educator may write a written response to be placed alongside that document in their file.
- 13.2.4 If the educator believes that material to be placed in their file is inappropriate or in error, they may receive adjustment through the grievance procedure. If the adjustment is in favor of the educator, the material shall be corrected, or expunged from the file. If the educator is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- 13.2.5 If an educator has discipline documentation in their file at the school level, for any time over ten (10) years, and has not received additional discipline, the District will not consider the discipline as an aggravating factor in determining future discipline. (2024)

## **14. PROFESSIONAL RESPONSIBILITIES**

### **14.1 Absence from work**

- 14.1.1 In case of an absence, as defined in the Educators' Professional Agreement, the educator 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 educator. However, educators may recommend specific substitutes or arrange for their own substitutes if they wish. If a substitute is required, daily lesson plans will be readily available. (2022)

### **14.2 Advertising In Schools**

- 14.2.1 Educators will not furnish lists of names and/or addresses of pupils or educators for any purpose. Educators 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.

### **14.3 Care of Equipment**

- 14.3.1 Educators 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.

### **14.4 Conflict of Interest**

- 14.4.1 Educators 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.

**14.5 Gifts to Staff**

- 14.5.1 Pupils, parents and other patrons of the District shall be discouraged from the presentation of gifts to District educators.
- 14.5.2 The writing of letters to staff members expressing gratitude or appreciation is appropriate.

**14.6 Grants**

- 14.6.1 If educators receive 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.

**14.7 Loading of Buses**

- 14.7.1 Educators shall assume responsibility, by assignment, to assist in the safe loading and unloading of buses at the various school units in the District. Educators 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. Educators are urged to report to principals incidents of disorderly conduct which occur while loading and unloading school buses. (2020)

**14.8 Personal Appearance and Dress**

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

**14.9 Plan of Instruction**

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

**14.10 Public Relations**

- 14.10.1 Educators 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 educators.

**14.11 Solicitations By Staff**

- 14.11.1 No educator shall influence parents or pupils to purchase books or other merchandise.

**14.12 Teaching Hours**

- 14.12.1 Educators 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 educators are to be available for individual preparation, joint planning, student and parent conferences and classroom assignments for eight (8) hours each school day, or the equivalent hours for educators on a partial contract.

- 14.12.2 The actual time of routine arrival and departure shall be agreed upon by the educator and the building administrator.
- 14.12.3 Educators may leave school during school-day hours by making arrangements with the building administrator. As professionals, individual needs of educators shall be considered by the building administrator on a day-to-day basis.
- 14.12.4 Each educator should have, on average, a minimum of a 30-minute lunch break each day. Additional duties should not be assigned during the lunch break. (2022)

### **14.13 Preparation Time**

- 14.13.1 Secondary educators without a stipend for effective facility use EFU shall be provided a preparation period each school day.
- 14.13.2 Elementary educators shall be provided a 2 1/2 hour block for preparation time each week, on Wednesday.
- 14.13.3 Part-time educators shall be provided proportionate preparation time. No meeting shall interfere with preparation time unless agreed upon by the educator. Each educator should have uninterrupted planning time, excluding meeting with students and parents. Educators are expected to devote the time necessary to meet their responsibilities. (2022)
- 14.13.4 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)

### **14.14 Parent-Teacher Conferences**

- 14.14.1 The District agrees to provide three (3) compensatory days (24 hours) for educators who actively participate in parent-teacher conferences and/or a back-to-school night.
- 14.14.2 Secondary parent-teacher conferences have educators working, on average, 4 hours outside of contract time for a total of 8 hours (1 comp day). Educators also work a back-to-school night, three hours, on average, outside of contract time. This leaves at least one comp day given but not worked. Because of this, secondary educators are required to work 2 extracurricular activities each school year. (2024)

## **15. PROFESSIONAL RIGHTS**

### **15.1 Complaints**

- 15.1.1 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 educator 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 educator's file, the name(s) of any complainants will be identified. Materials that are derogatory to an educator's conduct, service, character, or personality shall not be placed in an individual's official Personnel file unless an opportunity was given to the educator to read and discuss the materials. The educator may acknowledge the reading of the material by affixing a signature on the actual copy to be filed. If

the educator desires not to sign the material, the administrator shall make note of the refusal on the copy to be filed. The educator 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 educator may invoke the grievance process.

## **15.2 Ethics**

- 15.2.1 The educator should adhere to the ethical standards of the profession. Part of the educator's professional responsibility is to avoid ongoing conflict with other educators, administrators and parents. Educators who are continually in conflict with other educators, administrators and parents may be recommended for dismissal.
- 15.2.2 Educators 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 educator and the Association will be notified of violations of these standards. (2020)

## **15.3 Involvement of Personnel**

- 15.3.1 It is the policy of the District to encourage educator 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 educators will include educators and administrators on an equitable basis.

## **15.4 Political Activity**

- 15.4.1 The District recognizes that educators 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.
- 15.4.2 Any educator who has had at least one full year of service in elective or appointed public service may be granted one of two options: (2023)
  - 1. Educators will be granted a leave of absence without pay for political activity with the intent to place educators in their original or equivalent teaching assignment upon their return
  - 2. For educators working full or part time, the necessary leave for political activity will be granted as long as educators pay for needed substitute costs to cover while educators are fulfilling their political duties, such as attending meetings and serving on committees. The cost for substitutes can be deducted from educators' salaries.
- 15.4.3 Requests for leave under this policy must be made in writing and must include title of office and specific dates involved.
- 15.4.4 Leave shall not exceed one full year of continuous absence.

- 15.4.5 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.
- 15.4.6 All rights and privileges of this policy are contingent upon the educator's return to the District immediately upon termination of leave.

## 15.5 Professional Behavior

- 15.5.1 Educators are expected to comply with all rules, regulations, and directions adopted by the District.
- 15.5.2 Educators shall be accountable for professional conduct including, but not limited to, the following activities:
- Devoting sufficient time to properly plan and carry out educational programs.
  - Honoring letters of intent and contract.
  - Participating in developing educational improvements in the District.
  - Participating in educator training programs.
  - Being actively involved in sound public relations in support of school board policy.
- 15.5.3 The Association shall use its best efforts to correct breaches of professional behavior by educators when so notified. The District shall use its best efforts to ensure that educators are treated professionally by building administrators.
- 15.5.4 Building administrators shall seek educator input to ensure there is an equitable distribution of activities and non-teaching supervisory assignments among all educators.
- 15.5.5 Educators 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.
- 15.5.6 Educators shall not be required to transport students. Educators may do so with the permission of their principal or supervisor. Educators shall not be required to pick up or deliver equipment or supplies.
- 15.5.7 Educators who are required to travel as part of their regular assignment between schools shall be paid *the current established Utah State standard mileage rate for business use as of July 1 each year*. This provision shall also apply to educators who are required to supervise students off-campus as part of their regular teaching assignments. (2023)
- 15.5.8 Elementary educators shall be relieved of recess duty except in an instructional capacity. Each educator shall have a duty-free recess period each day unless school dismisses prior to one (1) pm. (2024)
- 15.5.9 Educators shall not be required to sponsor or participate in fund drives.
- 15.5.10 Students should be discouraged from soliciting contributions from educators. (2020)

## 15.6 Building Safety and Security (2020)

- 15.6.1 The District will provide SRP (Standard Response Protocol) training for all administrators. Administrators will take back SRP training and train their faculties each year on these protocols. SRP drills will be practiced each school year.

- 15.6.2 Furthermore, each school will provide a first aid kit, rubber gloves, and first aid supplies will be available for emergencies. This includes a safety bucket and other supplies deemed necessary by the District safety coordinator.
- 15.6.3 An educator shall report to the building administrator any situation they feel to be unsafe. They should also report any suspicious backpacks or other suspicious items that are left unattended in areas of the school. The administrator will take prompt action and report the progress of rectifying the situation to the educator.

## **15.7 Indemnification of Educators**

- 15.7.1 The District will indemnify and defend educators sued in civil matters arising from an act or omission occurring during the performance of the educator's duties or within the scope of the educator's employment.

## **16. RETIREMENT OF CAREER EDUCATORS**

### **16.1 Date of Retirement**

- 16.1.1 Educators may retire upon reaching eligibility certified by the Utah Retirement Systems or when health, performance or other factors advise.
- 16.1.2 State retirement guidelines for Tier 1 provide that any participant in the retirement system may retire if any of the following qualifications are met:
- age 65 with four (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,
  - or any age with 30 years of service.

### **16.2 Early Retirement Benefit**

- 16.2.1 Benefits of the District Early Retirement Incentive program are independent of the Utah Retirement System. The District early retirement benefits are defined as follows: retirement benefits provided by the school District once an educator retires from the District and simultaneously begins drawing retirement benefits from the Utah Retirement System. Educators who do not take the early retirement incentive upon separation from the District forfeit all early retirement incentives and benefits.
- 16.2.2 In order to be eligible for the District early retirement benefits, an educator must:
- qualify for Utah State Retirement; and,
  - Complete ten years of employment with the District prior to their first year of early retirement benefits; and,
  - Verify that the educator is drawing retirement benefits from the Utah Retirement System.
- 16.2.3 The District must receive this verification prior to providing any early retirement incentive to the educator.
- 16.2.4 Upon qualified retirement, the educator 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.
- 16.2.5 In order for the educator to be eligible for health and term life insurance as a retiree, the educator must be enrolled in the District health insurance plan the year prior to retiring. (2023)
- 16.2.6 Retiree must enroll for medical benefits to qualify for dental, vision and life insurance. (2023)
- 16.2.7 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.
- 16.2.8 Educators 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.
- 16.2.9 To receive the early retirement benefit during the first year of retirement the educator shall:
- Submit a separation notice on Employee Online no later than February 1st; and,
  - Complete the retirement paperwork through the District Human Resources by March 1st. (2023)
- 16.2.10 If a separation notice is NOT completed by February 1st, the early retirement incentive payment will be delayed until the following year. The stipend amount will not change. (2023)
- 16.2.11 Retirement that may occur during the school year needs to be submitted through Employee Online three months prior to the date of planned retirement. (2022)
- 16.2.12 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 educator and the Human Resources Department.
- 16.2.13 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.
- 16.2.14 Current percentage breakdown: Special Pay Plan 80% and HRA 20%. (2020)
- 16.2.15 In the event of the death of an educator if receiving early retirement benefits under this section individual benefits will be paid to the educator's designated beneficiaries. An eligible educator will designate the beneficiaries when the educator signs the retirement benefit agreement form. Benefits will continue for the maximum remaining time period that would have been available to the educator while the beneficiaries are alive. (2022)

### **16.3 Unused Sick Leave Reimbursement**

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

- First ninety days unused sick leave: no compensation.
  - 91-120 days unused sick leave: \$7.50 per day up to \$225.00.
  - 121-182 days unused sick leave: \$225.00 plus \$12.50 for each day above 120 up to \$1,000. (2023)
  - An educator who has accumulated 182 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. (2023)
- 16.3.2 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.

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

### **17.1 Board Relations**

- 17.1.1 Educators who are not satisfied with internal conditions in the schools where they are serving should present their concern to the principal. If the educator is not satisfied with the principal's decision, the educator may meet with the appropriate director. All concerns or suggestions that educators have that need the attention of the school board members shall be transmitted through the Superintendent's office.
- 17.1.2 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 educator of this school District of the opportunity of meeting with the Board.

### **17.2 Custodial Relations**

- 17.2.1 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.

### **17.3 Staff Meetings**

- 17.3.1 Faculty meetings shall be held when the need arises. Personal contacts with educators, emails to educators, 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. (2022)
- 17.3.2 When staff meetings are held before school, they should be let out 10 minutes before the first bell. (2022)

### **17.4 Work With Supervisors**

- 17.4.1 Educators 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.

## **18. STUDENT AND PARENT RELATIONS**

### **18.1 Attitude Toward Educators**

- 18.1.1 All educators 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 educators.
- 18.1.2 Educators are encouraged to be informal when working in groups with other educators and administrators; however, they should follow the intent and spirit of the preceding item when addressing professional associates in the presence of students.

### **18.2 Care Of Equipment: Students**

- 18.2.1 Educators 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 educator.

### **18.3 Educator Responsibilities for Student Order (2020)**

- 18.3.1 It is the duty of all educators 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 an educator. District policy, rules and regulations of individual schools concerning discipline shall be enforced by educators. These rules apply to students at all school-sponsored activities.
- 18.3.2 Students may not be subject to arbitrary and capricious discipline; however, educators 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 educator, and should include building positive relationships and rapport with students and parents. Students may be referred to administrators when educators exhaust their available resources. These resources included but are not limited to:
- PLC Discussions
  - Student Success Teams
  - LRBI policy and training
  - PBIS site
  - Contacting Behavior Coordinators via building administration
  - Administrative-approved workshops, webinars or conferences dealing with classroom management.
- 18.3.3 Educators 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)).
- 18.3.4 The use of a physical restraint and seclusion must be in compliance with federal and state law and regulations, and District policy (LRBI policy).

18.3.5 In order to support educators in the above responsibilities, the District will make available training, resources, and strategies to work with particularly aggressive students and utilize restorative justice practices. Educators have the right to request more training, as approved by the site administrator, if the educator has one or more students who are aggressive and difficult to manage.

#### **18.4 Educator Safeguards**

18.4.1 If an educator 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 educator will inform or meet with their building administrator. The educator may request assistance from the administrator at the educator'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 educator's suggestions or requests for resolutions; however, the final determination of actions is the sole discretion of the administrator.

18.4.2 An administrator may take any of the following actions:

18.4.3 If the abusive conduct is coming from a parent and is verbal, the administrator may:

- Direct the parent to conduct all communication with the educator through the administrator.
- Require all communication with the educator to be in writing, and copied to the administrator.
- Be present in all communications between educator and parent.
- 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.

18.4.4 If the abusive conduct is physical or a threat of physical harm by a parent, the administrator may:

- Contact law enforcement.
- Issue a no-trespass to the parent from the school.
- Remove the parent's child from the educator's classroom (if the student is not on an IEP or 504).

18.4.5 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.
- Review the student's Behavior Intervention Plans (BIP), if applicable, to determine if adjustments need to be made by the appropriate team (i.e., 504, IEP, etc.)
- Provide training and strategies to assist the educator in managing the student's behavior.
- Help facilitate an agreement or school contract between the educator and the student/student's parents.
- Remove a student who is not on an IEP or a 504 from the educator's classroom. If the student is on a 504 or has an IEP, refer to the letter "17.4.4" above.

18.4.6 If the abusive conduct is physical or a threat of physical harm by a student, the administrator may:

- Contact law enforcement.
- Respond to the student with appropriate discipline, including removal from the educator's class or school (provided all required steps of due process are met).

- Review the student's Behavior Intervention Plan (BIP), if applicable to determine if adjustments need to be made. (i.e., 504, IEP, etc.) (2022)
  - Provide training and strategies to assist the educator in managing the student's behavior.
  - Provide an aid or paraprofessional for the educator's classroom to help manage the student's behavior.
- 18.4.7 Educators who are hurt by a student at work may apply for worker's compensation and may take appropriate leave.
- 18.4.8 The administrator will inform the educator of the action that was taken in response to the abusive conduct. The educator is required to comply with the Family Education Rights to Privacy Act (FERPA). If the educator is not satisfied with the administrator's response, the educator may file a grievance in accordance with this Agreement.
- 18.4.9 An educator 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 educator in the educator's capacity as an employee of the District.
- 18.4.10 Educators 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.

## **18.5 Motivation**

- 18.5.1 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 educators in this District.
- 18.5.2 Educators should be aware of the individual needs, differences and limitations of each student. Students should be encouraged to work hard and take full advantage of learning opportunities. Forfeiture of play and recreational privileges should be avoided as a consequence for incomplete work. The individual judgment of the educator is of the utmost importance in striking the proper balance between the needs of students and the requirements for the class. (2024)

## **18.6 Reporting Incidents**

- 18.6.1 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 educators to the principal who shall then make a report to the District.

### **18.6.2 Reports To Parents**

- 18.6.3 Educators should update the student information system regularly, so students and guardians have current information on students' progress and attendance. It is the educator's responsibility to communicate regularly with guardians. (2024)

## **19. SEPARATION/TERMINATION**

### **19.1 Separation of Personnel**

19.1.1 In the event that the educator 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 educator's earnings. All notices of termination by either the educator or school District must be in writing.

### **19.2 Separation of Provisional Educators**

19.2.1 If the District intends not to renew the contract of employment to a provisional educator, said notice shall be issued by April 1st of each school year, which far exceeds the 60 calendar requirement per Utah State Code. This provision shall not be construed to preclude the dismissal of provisional educators during their contract term for cause. (2024)

### **19.3 Investigative Actions**

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

19.3.2 Nothing in this act shall prevent staff reduction if necessary to reduce the number of employees because of the following:

- declining student enrollments in the District;
- the discontinuance or substantial reduction of a particular service or program;
- the shortage of anticipated revenue after the budget has been adopted;
- or school consolidation.

### **19.4 Corrective Actions (2021)**

19.4.1.1 Corrective actions are outlined in Board policy 7900. A handbook "Corrective Action Guide" has been written to train administrators, and outline the following procedures.

19.4.1.2 Corrective actions involving an educator 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 Educators' Professional Agreement.

19.4.1.3 If an educator who has been suspended without pay is ultimately reinstated to employment, the District shall compensate the educator's lost pay and benefits.

19.4.2 Notice of corrective action

19.4.2.1 The educator shall be notified of the nature of the corrective action, the reasons therefore, and the actions needed to resolve the problem. Educators 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.

### **19.5 Probation (2021)**

- 19.5.1 Educators placed on probation will be given written notice detailing the specific reasons for the probation.
- 19.5.2 Educators will be removed from probation when they have successfully satisfied the terms of the probation.
- 19.5.3 Educators on probation or being placed on probation have the right to representation of their choice at any meeting or conference relating to the status of the probation.

### **19.6 Orderly Termination of Provisional/ Career Educators**

- 19.6.1 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.
- 19.6.2 Definitions
- 19.6.3 "Contract term" or "term employment" means the period of time an educator is engaged by the school District pursuant to a contract of employment, whether oral or written.
- 19.6.4 "Dismissal" or "termination" means any termination of the status of employment of an educator.
- 19.6.5 Failure to renew the employment contract of an educator, who, pursuant to the employment practices of the District, has a reasonable expectation of continued employment in successive years.
- 19.6.6 Reduction in the salary of an educator not generally applied to all educators of the same category, in the employ of the District during such educator's contract term.
- 19.6.7 Change of assignment of an educator with an accompanying reduction in pay, unless such assignment change and salary reduction are agreed to in writing.
- 19.6.8 Orderly Dismissal Procedure
- 19.6.9 The District, by contract with its educators or their Association or by resolutions of the Board, shall establish procedures for termination of career educators in an orderly manner without discrimination.
- 19.6.10 The orderly dismissal procedure adopted by the Weber District shall be as follows:
- 19.6.11 If the District intends to not renew the contract of a provisional educator, the District will give written notice to the educator within 60 calendar days before the last contract day of the year (June 30th).
- 19.6.12 If the District intends to not renew or discontinue the contract of a career educator or to terminate a career or provisional educator's contract during the contract term:
  - the District shall give written notice of the intent to the employee
  - 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;
  - the District shall give notice at least 30 days prior to the proposed date of termination;
  - the notice shall state the date of termination and the detailed reasons for termination

- 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
  - 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.
  - the absence of timely notice, an educator (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.
- 19.6.13 If the District intends to not renew a career educator's contract for unsatisfactory performance or terminate a career educator's contract during the contract term for unsatisfactory performance, the District shall:
- provide and discuss with the career educator written documentation clearly identifying the deficiencies in performance;
  - provide written notice that the career educator's contract is subject to non-renewal or termination if, upon a reevaluation of the career educator's performance, the career educator's performance is determined to be unsatisfactory;
  - 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;
  - reevaluate the career employee's performance; and
  - 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 18.8.2.1 above.
- 19.6.14 A career educator has a right to a fair hearing when the career educator's contract is terminated consistent with the following procedures:
- 19.6.15 An educator must request a hearing fifteen (15) working days from the date the notice of termination is personally delivered or postmarked.
- 19.6.16 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.
- 19.6.17 Hearing officers must be professionals with experience in education.
- 19.6.18 A hearing officer may be a licensed attorney but does not have to be.
- 19.6.19 The list of hearing officers will be updated on a regular basis to ensure the availability of the hearing officers on the list.
- 19.6.20 Unless agreed upon in writing by both parties that an extension is necessary, a fair hearing will be held within sixty (60) calendar days of the appointment of a hearing officer.
- 19.6.21 The educator 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.
- 19.6.22 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.



19.6.23 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.

19.6.24 The fair hearing officer:

- May request briefs to be filed prior to the hearing
- May rule on motions submitted by the parties
- Will hear all evidence and testimony at the hearing
- Will make a determination about whether the District had cause to terminate the educator.
- 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 employees (or their representatives).

19.6.25 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.

19.6.26 The fee for the hearing will be split evenly (50% and 50%) between the educator and the District.

19.6.27 Nothing in this section precludes the educator or the District from pursuing appropriate relief through state or federal court.

19.6.28 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)

## **20. EDUCATOR TRANSFERS**

### **20.1 Seniority**

20.1.1 Seniority in the District shall accrue beginning the day the educator starts earning pay as a certified full-time educator and shall continue to accrue as long as the educator is full-time.

20.1.2 If seniority is equal, the most senior educator will be determined by the date and time they signed their initial contract with the District.

20.1.3 If an educator moves from full-time to part-time status, their years of accrued seniority will freeze and continue accruing if they return to full-time status.

20.1.4 Seniority shall not accrue during a leave of absence unless required by law. Upon retirement, resignation or termination all seniority is forfeited.

20.1.5 Educators who separate from the District and are rehired to a full-time position requiring a teaching license after a one-school-year absence will have their seniority reinstated. Educators retiring from the District who are rehired will not have their seniority reinstated.

### **20.2 School Staffing (2024)**

20.2.1 Displacement Definition: Displacement shall mean any educator removed from the educator's assigned school due to a drop in enrollment, turnaround, phase-out of programs or classes, or closure, consolidation, or reconstitution of the school building.

20.2.2 Displacement process

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- 20.2.2.1 Seniority as defined will be a primary consideration when making displacement determinations.
  - 20.2.2.2 Educators who separate from the District and are rehired to a full-time position requiring a teaching license after a one-school-year absence will have their seniority reinstated. Educators retiring from the District who are rehired will not have their seniority reinstated.
  - 20.2.2.3 In an effort to ensure the long-term health of a school and reduce disruption, the District need not rely on seniority if it leads to the discontinuance of a class or program, creates vacancies that cannot be filled by existing staff, or if the displacement is not in the best interest of the students of the District.
  - 20.2.2.4 Displacement Notification: Educators shall be notified at least [30] working days before the end of the school year if they are to be displaced to another school.
  - 20.2.2.5 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 educators and the least senior educator(s). Priority consideration may be given to transfers within the school before transfers are made from other schools.
  - 20.2.2.6 Displacement Conditions: If two or more displaced educators are applying for the same position, the displaced educators' certifications, endorsements, special abilities, and 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.
  - 20.2.2.7 The District agrees to take every reasonable action necessary to ensure that educators who are so displaced are placed in positions with an equivalent FTE as their previous position. Once educators are offered a position, if they decline it, the District has fulfilled its obligation to ensure that educators have had the opportunity to be placed.
  - 20.2.2.8 As displaced educators, previous extra-duty assignments such as mentoring, coaching, teaching during prep period, etc., are at-will positions. Educators have no expectation of continued employment in extra-duty assignments, including any accompanying pay, stipend, or benefit in their new placement.

### **20.3 Transfer definition**

- 20.3.1 Educator transfers shall mean the movement of an employee from one position, department or location to another within the District.

### **20.4 Involuntary Transfers**

- 20.4.1 Involuntary transfers refers to transfers that may be necessary due to corrective action, in order to fill positions that cannot be accommodated by existing educators, or for the best interest of the students of the District.
- 20.4.2 When involuntary transfers are necessary, educators should be transferred to a position consistent with their academic training and school experience or for positions for which educators may be engaged in training, providing that proper state authorization can be obtained.
- 20.4.3 Notification and Grievance Process
- 20.4.4 Educators shall be notified immediately of a decision involving an involuntary transfer. If the transfer becomes a matter of grievance, the grievance process will be completed prior to acting on the matter. Educators 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. Involuntary transfers can be within the contract year.

### **20.5 Voluntary Transfers**

- 20.5.1 An educator in the District may apply for a transfer/vacancy in the District at any time during the school year.
- 20.5.2 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.
- 20.5.3 Educators 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 educator desires to transfer, and may supply material or information pertinent to the position, including a resume.
- 20.5.4 District needs and best interest of the students shall be the deciding factors in determining whether to hire the educator applying for the transfer. If all things being equal, an educator'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 educator applying for the transfer or reassignment.
- 20.5.5 An educator is not guaranteed a position or a job interview when applying to transfer to a different school or to a different position within the educator's current school. A educator is guaranteed the position the educator is currently in, after applying for a transfer that was not offered to the educator. (2020)

### **20.6 Orderly Termination**

- 20.6.1 Any possible reduction in salary or benefits resulting from displacement or involuntary transfers shall be identified in the Orderly Termination Policy.

20.6.2 A reduction in force (RIF) will be determined by [Utah State Code 53G-11-516](#).

## **21. EXTRACURRICULAR**

### **21.1 General Statement**

21.1.1 Extracurricular includes, but not limited to athletic events, performing arts and other events as sanctioned by the Utah High School Activities Association (USHAA) or junior-high level Board of Managers (2022) If there is an activity which educators feel should be included, they can appeal to the Secondary Director. If the appeal is denied, it stands. (2024)

### **21.2 Extracurricular Assignments**

21.2.1 Each junior high and high school educator will be required to work two (2) extracurricular school activities without remuneration. The two required events combined should not exceed five (5) hours total. If the two (2) events are not completed, discipline could result. Pay will be given for school assignments filled by educators who have already completed their required assignments. (2024)

### **21.3 Extracurricular Compensation**

21.3.1 Extracurricular Supervision Pay: The District agrees to teacher compensation for high school extracurricular activities for all duties excluding conducting financial transactions \$35 for a single activity and \$70 for a back-to-back activity.

21.3.2 For activities conducting financial transactions, educators will be paid \$40 for a high school single activity and \$80 for a high school back-to-back activity. (2023)

21.3.3 The District will fund the high school's budget at least \$15,000 per year for extracurricular activity supervision. (2023)

21.3.4 The District agrees to teacher compensation for junior high extracurricular activities for all duties excluding conducting financial transactions as \$27 for a single activity and \$54 for a back-to-back activity. (2023)

21.3.5 For activities involving conducting financial transactions, the District agrees to pay \$32 for a junior high single activity and \$64 for a junior high back-to-back activity. (2023)

21.3.6 The District will fund the junior high school's budget at least \$1,000 per year for extracurricular activity supervision. (2023)

21.3.7 Extracurricular Salary Experience Credit

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

21.3.8.1 Number of Years' Experience in the same sport/activity: % Increase in stipend

- 0–3: 0%
- 4–7: 5%
- 8–10: 10%
- 11+: 15%

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

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

21.3.11 Baseball/Softball: Add a second assistant coach if the school participates in a Region that has a Region sophomore schedule of games for baseball/softball. At the present time baseball/softball is staffed with one (1) head coach and one (1) assistant coach. If a school participates in a Region that does not schedule Region sophomore games, that school would only have two (2) coaching positions (one head and one assistant). (2023)

21.3.12 Assistant coaches and assistant advisors receive .60 of head coach salary and head advisor's salary

21.3.13 High school football .006 of base salary per extra game

21.3.14 Each high school can have 2 football coordinators

21.3.15 Each football coordinator will be paid \$500 extra

21.3.16 Assistant advisors .60 of head advisor salary

21.3.17 Post-season All Sports: .0015 of base salary is paid per extra game.

### Extra Assignments: Coaches/Advisors/Other

High School	%	Sports	Assistants
Sport A	.75	Football	6
Sport B	.0645	Boys' Basketball	2
		Girls' Basketball	2
		Boys' Wrestling	1
		Girls' Wrestling	1
Sport C	.0475	Boys' Track	1.5
		Girls' Track	1.5
		Boys' Swimming	.5
		Girls' swimming	.5
Sport D	.0425	Baseball	1
		Boys' Soccer	1
		Girls' Soccer	1
		Girls' Volleyball	2
		Boys' Volleyball	2
		Softball	1

		Boys' Lacrosse	1
		Girls' Lacrosse	1
Sport E	.025	Boys' X Country	1
		Girls' X Country	1
Sport F	.020	Boys' Golf	1
		Girls' Golf	1
		Boys' Tennis	1
		Girls' Tennis	1

High School	%	Program	Assistants
FA 1	.055	Band	1
		Student 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

Junior High	%	Sports	Assistants
Sport A	.040	Cheer	1
Sport B	.035	Girls' Basketball	1
		Boys' Basketball	1
Sport D	.031	Girls' Track	1
		Boys' Track	1
		Baseball	1
		Girls' Volleyball	1
		Softball	1
		NAL	1

Junior High	%	Program	Assistants
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	

## **22. APPENDIX (2023)**

22.1 [Memorandum of Understandings](#)

22.1.1 [Archived MOU: Aggressive Student Behavior](#)

22.2 [Educator Salary Schedule](#)

22.3 [Weber School District School-Based Extra Duty Compensation Schedule](#)

22.4 Extracurricular Pay

22.4.1 [High School Extracurricular Pay](#)

22.4.2 [Junior High Extracurricular Pay](#)

22.5 [Specially State Funded Programs Pay](#)