

**PROCEDURAL MANUAL BETWEEN THE OGDEN SCHOOL DISTRICT  
AND THE BARGAINING AGENT  
FOR TEACHERS AND NURSES**

**Revised June 30, 2011**

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## 1-0 GENERAL AGREEMENTS

### 2-10 APPOINTMENT AND TENURE

Interns shall be employed on an annual basis, without guarantee of continued employment; however, employment may be offered thereafter as vacancies materialize.

### ~~2-16~~ TEACHER REMEDIATION PLAN FOR INSTRUCTIONAL DEFICIENCY ~~1997, 2005, 2007, 2009~~

1. The principal is responsible for the implementation of the teacher formal remediation plan (Tier III).
2. The principal will establish the remediation plan with input from the teacher in question, and any other representative(s) requested by either party. This plan will include a written definition of the areas of concern, objectives to be met, and timeline for meeting objectives. The principal may elect to utilize any or all of the suggestions listed in item number five (5) below.
3. Teachers have the right to be represented by the bargaining agent.
4. The principal will appoint a building mentor for the teacher needing remediation. Funds will be provided to pay the mentor.
5. The remediation plan may include the following elements:
  - ~~a.~~ Instructional coach assistance
  - b. Consultation with building mentor
  - c. School Support Team assistance
  - c. Visitation and observation in the classroom(s)
  - d. Timeline for meeting objectives for remediation
  - e. Other in-service
6. Principals may call upon the District to assist in writing the improvement plan and/or to provide an outside evaluation.
7. The principal is responsible for evaluating the success of the remediation plan.

### 2-30 EMPLOYMENT REQUIREMENTS

#### 2-32 LICENSURE OF PROFESSIONAL PERSONNEL

Professional personnel are required to hold a valid license for the position assigned, issued by the Utah State Board of Education, or be eligible for authorization. The process of obtaining the applicable

license must be initiated prior to entering the classroom or receiving salary.

It is the employee's responsibility to maintain a valid certificate for the position he/she holds and to file either an official grade report or transcript of credits earned for this purpose with the Human Resource Services Office for his/her permanent record and with the Utah State Office of Education to be entered on his/her CACTUS record.

In such instances as required, it is the employee's responsibility, in conjunction with the district, to seek a letter of authorization. However, the person employed under this provision must meet whatever requirements are imposed by the State to maintain continuance of the authorization. Personnel with letters of authorization shall not displace personnel with a valid license. Failure to timely obtain or properly maintain the required license will subject the employee to discipline, up to and including termination.

#### **2-34 FILING OF CREDENTIALS/LANE CHANGE**

The initial and continued employment of professional personnel shall be predicated upon the filing of required documents in the Human Resource Services Office, as shown below. Failure to do so may result in a downward placement of salary schedules, the withholding of salary payments or such other action as may be considered appropriate.

- (1) State License - on or before the beginning of school
- (2) Official transcript of credits - due with application
- (3) Application for placement on the salary schedule - anytime during the year.
- (4) Verification of previous experience determining placement on the teacher's salary schedule must be completed and turned in to Human Resource Services within ninety (90) calendar days of employment.
- (5) All official documentation supporting the request to change placement on the salary schedule must be received in the Human Resource Service Office no later than the last working day of any month in order for consideration of lane change credit for the next month's salary.

#### **2-35 TIME SCHEDULE**

**2007,2009**

Teachers may leave the building during their lunch period. This opportunity may be revoked on an individual basis if said individual(s) is (are) consistently late in returning to his/her building; after lunch. However, in case of emergency, requests of the principal to

remain will be honored.

## **2-36 ABSENCE**

The teacher shall report an absence to the Aesop system at the earliest possible time, but not later than one hour before the beginning of school on the first day of absence. Daily plans, as prepared by the classroom teacher, will be readily available for substitute teachers, and that when the absence is reported to the principal, a statement covering the work to be done by the class also be given. In cases of continued absence, the teacher shall report to Aesop by 2:00 p.m. each day the prospective situation for the following day.

Teachers or educators, who are absent from their assignments during the normal school day, without express permission from the principal or immediate supervisor, may be docked for the time of this unexcused absence on an hourly or daily basis pertinent to their contractual agreement. Furthermore, such absences may subject the employee to discipline, up to and including termination.

## **2-37 SUBSTITUTES**

The Board of Education will furnish substitutes when teachers are absent or when teachers are excused by the principal or district administration. If a substitute cannot be found, all efforts will be made by the school administration to utilize personnel other than employees to cover the absence. In the case where a substitute cannot be found and an employee covers the absence of another teacher, compensatory time will be given as follows:

- a) All administrative requests to cover classes must be done in writing using the district coverage sheet form. The office and the teacher covering the class must be given a copy of the coverage sheet.
- b) Each school will submit to the Human Resource Office a copy of the issued coverage sheet for record of the times employees cover classes due to the absence of another teacher.
- c) A secondary teacher or other employee will receive coverage time credit based upon the issued coverage slip date and the period schedule from that date. For example, a coverage slip from a six-period traditional schedule will only equal one-half of a period for the A/B eight-period schedule for Ben Lomond and Ogden High School. Human Resource Services will be responsible for maintaining a data base of secondary school schedules.
- d) An elementary teacher or other employee will receive coverage time credit for the amount of time they cover a

portion (at least  $\frac{1}{4}$  of the students in the class) of another teacher's class. One full day is equivalent to six (6) hours.

- e) Once an employee has accumulated an amount of time equal to the time requested, the employee may take compensatory time without penalty for the cost of a substitute. Accumulated compensatory time has no expiration date.
- f) Compensatory time may be granted before and after a holiday at the discretion of the principal. An employee must submit a request, in writing, to the principal for consideration. The principal may approve up to two employees, on a first come, first served basis, for compensatory leave before and after a holiday. If an employee disagrees with the decision of a principal, they may make written request for reconsideration to the Director of Human Resource Services. Requests for consideration must be initiated prior to the requested day of compensatory time. The employee will be contacted by the Director as to the decision prior to the day requested for compensatory time.
- g) Compensatory time will not be utilized on the first or last day of school for students.
- h) The employee who is absent shall have his/her time off recorded in terms of the appropriate leave category.

Substitute teachers may be obtained for library media specialists, resource teachers, counselors and other non-classroom certificated personnel as deemed necessary by the individual school and in consultation with district office administration in charge of the program in which the absence is occurring. In the case where a substitute is not obtained principals shall make arrangements to cover these teacher absences as outlined in the section above.

Teachers will not be excused except for reasons spelled out in the Procedural Manual.

High school principals will be authorized the use of up to sixty (60) substitute teacher days for the purpose of releasing teachers for school-authorized extra-curricular events. Middle school principals will be authorized the use of up to ten (10) substitute teacher days for the purposes of releasing teachers for school-authorized extra-curricular events.

## **2-38 FACULTY MEETINGS**

Building administrators may hold approximately twenty (20) 45-minute faculty meetings per year. Faculty meetings held before school may start no sooner than 50 minutes before instructional time begins,

and must end five minutes before instructional time begins. Faculty meetings held after school may begin no later than 10 minutes after instructional time ends and end 55 minutes after instructional time. Teachers may leave work immediately following the conclusion of faculty meeting time.

## **2-40 TEACHER DESIGNATION**

2007/2008

The term teacher shall mean all licensed contract personnel employed by the District paid on the teachers' salary schedule.

## **2-50 TEACHER ASSIGNMENTS**

1996, 2004, 2007

The basic consideration in the assignment of teachers in the Ogden City School District is the well being of the program of instruction. It is the policy of the District that instructional personnel be assigned on the basis of: (First) Their licensure and endorsements; (Second) The needs of the District and/or school; and (Third) The teacher's expressed desires.

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount on inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as possible.

All teaching assignments in Title I schools must meet the Highly Qualified requirement in accordance with federal regulations.

## **3-00 SALARIES**

### **3-11 NEW TEACHERS**

Salaries of first year teachers who are employed before the beginning of the contract year, will be divided into 13 (thirteen) equal payments if the employee is hired and all district paperwork completed before the payroll closing date in August (second Friday of the month). The first payment will be made on the last working day in August.

If the first-year teacher was hired and all district paperwork completed after the payroll closing day for August (second Friday of the month), his/her pay will be divided into twelve (12) equal payments. The first payment will be made on the last working day in September.

### **3-20 EXTRA SERVICES PAY RATE**

Employees shall be paid an hourly rate calculated as follows: step six of years of experience credit of the Bachelor's degree lane of the teacher's salary schedule (annual salary) divided by (181.5 days x 8 hours) x 95%.

**3-21 CURRICULUM DEVELOPMENT**

Certificated personnel engaged in curriculum development activities will be paid an hourly rate calculated as follows: step five of years of experience credit of the Bachelor's degree lane of the teachers' salary schedule (annual salary) divided by (181.5 days x 8 hours) x 95%.

**3-22**

**COACHES, HIGH SCHOOL STUDENT GOVERNMENT ADVISORS, BAND, ORCHESTRA, DRAMA, FORENSICS, YEARBOOK ADVISOR, DANCE, STAGE MANAGER, JUNIOR HIGH SCHOOL ACTIVITIES.**

It is the philosophy of the district that the most qualified individual will be selected to fill all extended services extra pay positions (as defined in Section 3-22) in the district. Only in the case of extreme emergency (no qualified teacher is available) will a person other than a teacher be allowed to fill the following positions: ~~Coaches~~, High School Student Government Advisors, Band, Choral, Orchestra, Drama, Forensics, and Yearbook Advisor.

Extra pay for teachers with coaching, high school student government advisor, band, choral, orchestra, drama, forensics, or yearbook assignments will be computed and paid as follows:

## (a) Coaches

- (1) Nine percent (9%) of Step 5 of years of experience credit of his/her salary lane to each head football and basketball coach, cheerleader and drill team advisor.
- (2) Seven percent (7%) of Step 5 of years of experience credit of his/her salary lane to each head coach.
- (3) Five percent (5%) of Step 5 of years of experience credit of his/her salary lane to each assistant coach. This will be the pay for head coaches of sports that are not allotted a head coaching position.
- (4) Allocate sixteen (16) head and twenty-eight (28) assistant coaches to direct and supervise the following athletic programs at each of the two regular high schools. Assistant coaches will be assigned by the principal after consultation with the athletic director of each school.

Head Coaching Slots

(a) Football	1
(b) Volleyball	1
(c) Boys Basketball	1

(d) Girls Basketball	1
(e) Baseball	1
(f) Track	2
(g) Cross Country	0
(h) Wrestling	1
(i) Swimming	1
(j) Golf	0
(k) Tennis	0
(l) Drill Team	1
(m) Cheerleader	1
(n) Soccer	2
(o) Softball	1
(p) Activities	1
(q) Weight Room	1
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(5) Athletic directors will work an additional 7.5-day schedule and receive a \$6,500 stipend for their additional work to be indexed by the COLA from 1999-00 on.

- (b) High School Student Government Advisers (2), Band, Choral, Orchestra, Drama, Forensics, Yearbook, Dance, Stage Manager.

(1) Seven percent (7%) of Step 5 of years of experience credit of his/her salary lane to each student government adviser, band, choral, drama, forensic leader, and yearbook and dance advisor in each high school. (The special criteria of assignment and tasks will be outlined by the principal of each school.)

- (c) Junior High School Activities

(1) Five percent (5%) of Step 5 of years of experience credit of his/her salary lane to the head freshman coach of volleyball, wrestling, soccer, baseball, softball, football, and basketball.

(2) Four percent (4%) of Step 5 of years of experience credit of his/her salary lane to each assistant coach of football.

(3) Three percent (3%) of Step 5 of years of experience credit of his/her salary lane to each A team coach of basketball, volleyball, soccer, baseball, softball; assistant coach of wrestling.

(4) One and one half percent (1.5%) of Step 5 of years of experience credit of his/her salary lane to each B team basketball, track and cross country coach.

(5) One percent (1%) of Step 5 of years of experience credit of his/her salary lane to each of the assistant coaches of track.

Head Coaching Slots

(a)	Football	1
(b)	Volleyball	1
(c)	Boy Basketball	1
(d)	Girls Basketball	1
(e)	Baseball	1
(f)	Track	0
(g)	Cross Country	0
(h)	Wrestling	1
(i)	Soccer	2
(j)	Softball	1
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(6) Advisors for non-athletic activities (1 per activity) will receive a \$250.00 stipend for conducting activities beyond classroom time.

(7) Three percent (3%) of Step 5 of years of experience credit of his/her salary lane to each band, choral, orchestra, drama, and forensic leader in each junior high school. (The specific criteria of assignment and task will be outlined by the principal of each school.)

(8) Tournament Directors of non-athletic activities will receive a stipend of \$100.00.

(d) Elementary Activities

(1) Three percent (3%) of Step 5 of years of experience credit of his/her salary lane to any teacher or teachers in an elementary school who presents and directs a planned enrichment program accepted as part of the school's program. Each elementary school can have a maximum of 2 programs per year. The programs will be jointly agreed upon by the administrator and faculty.

**3-23 DRIVER EDUCATION**

~~2008~~

Driver Education teachers (before and after school) shall be paid 105 percent (105%) of the hourly rate of step four of years of experience credit of the Bachelor's Degree lane. The hourly rate at step four of years of experience credit is based on the 181.5-day teacher year at 8 hours per day.

**3-24 EXTENDED CONTRACT**

~~2008~~

Each teacher whose daily services are contracted for prior to and following the school year (181.5 days) shall be paid his regular contracted daily rate for such additional service. (Examples: 9 1/2 months = approximately 195 days; 9 3/4 months = approximately 200 days; 10 months = approximately 205 days.)

**3-26 DEPARTMENT HEADS (HIGH SCHOOL)**~~2008~~

Each high school (Ben Lomond and Ogden High Schools) will have six positions for Curriculum Leadership (e.g. Department Heads/Community Curriculum Leaders). These positions will not receive more than one daily preparation period but will be paid extra compensation at the rate of 7 percent (7%) of Step 5 of years of experience credit of his/her salary lane. Job descriptions and the procedure for selection for these positions will be developed by the principal. Selection of these positions will be made by the principal.

**3-27 COMMUNITY SCHOOL**~~2007~~

Licensed personnel teaching community education classes will be paid the agreed upon extra-duty hourly rate.

**3-29 PAYMENT OF EXTENDED SERVICES**~~2004~~

Teachers will be paid an additional sum, equal to the percentage generated by the loss of their preparation period, when contracted to teach additional classes during their preparation period.

**3-30 FACTORS DETERMINING PLACEMENT ON TEACHERS' SALARY SCHEDULE**

Request for conditional factors must be submitted in writing with Human Resource Services at the time of employment.

**A. PREVIOUS EXPERIENCE**

Any properly licensed teacher hired by the District will be given the number of years up to twelve (12) years of prior teaching experience they have in accredited public or private k-12 institutions, or accredited colleges/universities, placing them on step 13 of the Licensed Salary schedule.

Not more than one step for experience shall be granted for any one contract calendar year. Credit for less than a full teaching year shall be granted only if the actual teaching time exceeds a semester.

**C. ADDITIONAL COLLEGE AND STAFF DEVELOPMENT TRAINING**

An intermediate step between Bachelor's and Master's degree schedules achieved by earning twenty semester hours or a Masters Degree plus thirty semester hours of approved work shall result in a salary addition as provided at each step under the following conditions:

College or staff development credit will be used in moving from one salary lane to another on the District salary schedule. If possible the school district will make college credit available for district in-service and workshop training. Teachers will be notified prior to the in-service or workshop training as to the availability of college

credit. Teachers will pay tuition costs if credit is desired.

The twenty semester hour requirements for being placed on the intermediate step between the Bachelor's and Master's Degree or a Master's Degree plus thirty semester hours shall consist of the following: (1) Credit shall be allowed for college, university and staff development courses. (2) Courses must have been taken since the Bachelor's Degree and original certification were granted: (3) Courses must have been taken during the last ten calendar years ending August 31.

- (1) Lane changes due to increased education will be accepted at any time during the year. All official documentation supporting the request to change placement on the salary schedule must be received in the Human Resource Service Office no later than the last working day of any month in order for consideration of lane change credit for the next month's salary during the teaching contract (181.5 days). Lane changes for Master's degrees will occur the date of the degree's posting.

- (2) Definitions:

Staff Development refers to college level course work experiences of substantial duration provided for teachers and staff by the school district for the purpose of improving teaching skills, practices, attitudes and expectations. For lane change purposes all courses must be prior approved by the District Professional Development Coordinating Council licensed subcommittee and the Superintendent or his/her designee. Courses offered by other districts and USOE that are on the State In-service Screen will be accepted for lane change credit.

In-service training refers to short-term (one to six hours) workshop or training experiences devoted to specific skill building, implementing curricula, and improving procedures, expanding subject matter knowledge, planning and organizing instruction or increasing personal effectiveness. In-service shall be voluntary when training is held beyond normal school hours. Lane change credit is not available for in-service or short-term workshop activities.

#### **D. SPECIAL EXPERIENCE**

Not to exceed three steps on the salary schedule may be allowed a teacher or licensed staff at the time of employment for experience other than teaching when recommended by the Superintendent and approved by the Board. Such experience shall be interpreted to be:

- (1) Work related to teaching assignment - limited to one step for twenty-four or more months full time; public service -

limited to one step for service of significance over a period of two or more years. These provisions shall not be interpreted to include:

- (a) teaching experience,
- (b) military service or any of the above during three years of military service,
- (c) unrelated work. Only applications not previously considered shall be accepted. In cases of disapproval of such service for salary purposes, the case shall, upon the request of the teacher involved, be considered by a committee made up of the President of the Board of Education, the Superintendent, and the lead bargaining agent.

#### **E. SPECIAL ASSIGNMENT**

Not to exceed two steps on the salary schedule may be allowed for assignment to teach the physically, intellectually, or emotionally handicapped.

#### **F. MILITARY SERVICE**

One step for each year of verified active military service since January 1, 1942, up to a maximum of two years, shall be allowed at the time of employment.

#### **G. ACCELERATION**

In special cases, placement on the salary schedule upon original employment may be accelerated not more than three steps when the welfare of the district suggests it, and when recommended by the Superintendent and approved by the Board of Education.

### **3-40 SALARY SCHEDULES**

~~2009~~

Note: The steps in the Bachelor's lane only go to step 9 for those hired after 7/1/97. To go above step 9 the employee must move to the Bachelor's +20 lane.

Years of experience credit do not necessarily equate to years in the district or years credit in the state retirement system.

When computing final payments based on the teachers' salary schedule, no adjustment shall be made for remainders of less than \$1.00.

If an employee not at the maximum on the salary schedule is placed on probation by his supervisor, he shall not receive the increment increase to which he/she is normally entitled.

## SCHOOL NURSE SALARY SCHEDULE 2009-2010

This salary schedule is for 185 days at 8 hours per day.

Adds \$1700 Educator's Salary Adjustment for FY10.

Note: The steps in the Bachelor's lane only go to step 9 for those hired after 7/1/1997. To go above step 9 the employee must move to the Bachelor's +20 lane. Effective 7/1/99, per negotiations for teachers and nurses, nurses will be paid from the Teacher's Salary Schedule and thus will be held to the parameters of said schedule.

If an employee not at the maximum on the salary schedule is placed on probation by his/her supervisor, he/she shall not receive the increment increase to which he/she is normally entitled.

When computing final payments based on the school nurse salary schedule, no adjustment shall be made for remainders of less than \$1.00.

### 4-00 EMPLOYEE BENEFITS OTHER THAN SALARY

#### 4-10 SICK LEAVE

1. At the beginning of each year, teachers shall be granted ten (10) days of sick leave to be earned during that contract year. Teachers on extended contracts will receive an additional day of sick leave for every additional month worked. If termination of an employee occurs before the end of the contract year, an adjustment will reduce final payment by an amount equal to the unearned sick leave previously paid. There is no maximum accumulation of sick leave.
2. Two (2) days of sick leave a year may be used as "flex" leave if all personal leave is depleted. Regulations for use of these "flex" days will be the same as personal days. Teachers who have been with the district for more than fifteen (15) years may request an additional two (2) "flex" days.
3. Written requests for use of "flex" days will be made to the building administrator. Requests should include the date(s) needed and that all other personal leave has been exhausted. The building administrator will handle the requests under the provisions for personal leave.
4. Teachers who use one day or less of sick leave per year (not including a day donated to the sick leave bank) will be given a \$50 payment at the end of the fiscal year. A donation of a day to

the sick leave bank will not be counted as a sick day used relative to this benefit. Teachers hired after the 13<sup>th</sup> of January of any given school year are not eligible for this benefit for the year.

5. In accordance with the provisions of Public Law 95-555 and subject to any changes thereto, pregnancy or any complications of pregnancy will be considered a "sickness" and sick leave benefits will be payable as for any other sickness or disability due to sickness.
6. Daily sick leave allowances shall be computed for each employee by utilizing the individual's annual salary, based on the current Teachers' Salary Schedule, divided by the number of days he/she is expected to work during the same period.
7. Sick leave benefits shall be forfeited upon termination (but not retirement), except that sick benefits that have accrued to an individual at the time he/she begins an official leave of absence shall be reinstated upon his/her return, or he/she returns to his/her assignment without loss of working days.
8. Teachers involved in summer school employment may use up to three days of previously accumulated sick leave in any one session or accept a salary deduction in the event of absence caused by personal or family illness.
9. Sick leave must be used in half or full-day increments.

#### 4-30 PERSONAL LEAVE

~~1998, 2007~~

Each employee will be granted two (2) days of leave for personal reasons per teaching year. Employees may use as many days for personal leave in a given year as they have accumulated. Personal leave will not be utilized on the first or last day of school for students.

Personal leave can be granted before and after a holiday at the discretion of the principal. An employee must submit a request, in writing, to the principal for consideration. The principal may approve up to two employees, on a first come, first served basis, for personal leave before and after a holiday. If an employee disagrees with the decision of a principal, they may make a written request for reconsideration to the Director of Human Resource Services. Requests for reconsideration must be initiated prior to the requested day of personal leave. The employee will be contacted by the Director as to the decision prior to the day requested for personal leave.

An employee may accumulate and use up to five (5) days of paid personal leave. Personal days accumulated in excess of five will be added to sick leave totals at the beginning of the next

school year.

Personal leave must be used in half or full-day increments.

#### **4-35 PROFESSIONAL GROWTH LEAVE**

1. An amount of \$10,000 will be allocated for a) the payment of substitutes for teachers to attend conferences, workshops or other professional growth related activities or b) to pay for a portion of the registration fees to attend conferences, workshops or other professional growth related activities.
2. Teachers wishing to apply for Professional Growth Leave must submit a Workshop Request to Human Resources at least two (2) weeks prior to the requested leave.
3. Teachers will be allowed to apply for two (2) days per year up to April 1<sup>st</sup> of the school year. At that time, teachers may petition the district for additional days. Such special requests will be handled on a case-by-case basis and are dependent upon the availability of funds.
4. The median cost of the existing range of current substitute pay will be charged against the maximum allotted amount of \$10,000 to pay for a portion of the workshop's registration fees or substitutes per day.
5. Special requests for use of these funds for workshops or conferences can be made to the district.

#### **4-40 OTHER LEAVE**

Whenever any employee of the Board of Education is required to be absent from work and such emergency absence is not covered by sick leave, personal leave, or bereavement benefits, consideration may be given to his/her case. The procedure to be followed in such cases is for the person involved to submit his/her request to the principal. If the request is denied by the principal, the employee can make an appeal to the Superintendent or designee.

#### **4-45 SABBATICAL LEAVE**

A one-year sabbatical leave is granted for professional improvement upon recommendation by the Superintendent and the approval of the Board subject to the following conditions:

- a. Requests for sabbatical leave must be received by the Superintendent or his designee in writing in such form as may be required by him/her not later than January 15 of the year in which the leave is requested.
- b. Teachers will be notified by March 15 as to the disposition

of the request.

- c. The teacher must have completed six consecutive full years in the district in order to be eligible to request sabbatical leave.
- d. The number of teachers to be granted sabbatical leave during the school year should not exceed two (2). The Superintendent and the Ogden City Board of Education reserve the right to not select any applicant for sabbatical leave.
- e. The teacher(s) granted sabbatical under this agreement shall be paid half of the base salary they would have received during the year that they are on sabbatical, plus full health and accident and life insurance benefits for the year. The base salary does not include other remuneration. The teacher, upon return to full or part time teaching will be placed on the step that would have normally followed upon their return. In other words, they will not receive step and lane increases while on sabbatical, but will be placed on the step and lanes appropriately following the year in which they took sabbatical.
- f. The teacher receiving sabbatical leave must return to the school district for at least two (2) years following the sabbatical or must reimburse and compensate the District for the sabbatical costs incurred, and will agree to sign a contract with the above stipulations.

#### **4-92 PAYMENT FOR UNUSED SICK LEAVE**

2004

Payment for this unused sick leave shall be at the rate of \$25 per day.

### **5-00 EVALUATION, PLACEMENT, TRANSFER, RECORDS, AND COMPLAINTS OF TEACHERS**

#### **5-10 EVALUATION OF ~~TENURED~~ CAREER-STATUS TEACHERS**

##### **A. DEFINITIONS**

1. Classroom Performance Standards (Standards) - the foundation for summative evaluation in the Ogden City School District.
2. Formative Evaluation - evaluation done by an administrator in an effort to assist classroom performance by career status teachers.
3. Summative Evaluation - the official, legal evaluation conducted by an administrator. The evaluation must be finalized prior to April 1<sup>st</sup> of any school year. This evaluation is based upon walk through observations of ongoing classroom performance as well as work toward goals set with licensed employee to be done

by October 1<sup>st</sup> of any school year. A summative evaluation can be done at any time during the school year.

4. Walk-throughs - These are short observations done by a school administrator throughout the school year. Walk-throughs do not have to be announced. Administrators are responsible to communicate with the licensed employee as to their performance on an ongoing basis.
5. Informal remediation (Tier II) - The process of working with licensed employee on classroom performance. Informal remediation can include other teachers and specialists to assist, if requested by the licensed employee. A licensed employee can refuse the offer for informal remediation.
6. Formal remediation (Tier III) - The process of working with licensed employee on classroom performance.
7. The Director of Human Resources and the Human Resource Specialist will review documents from administrators requesting formal remediation (Tier III).

#### **B. GENERAL PROCEDURES**

The following procedures deal with classroom teachers and the classroom performance evaluation instrument. Deadlines and timeline procedures for remediation for other certificated employees whose evaluation instrument is different from that of the classroom teacher will be consistent with their evaluation instrument.

1. The building administrator will meet with the career status teacher by October 1<sup>st</sup> to go over the self-evaluation sheet and goals. They will jointly decide on goal(s) for the year. The building administrator will make short walk-through observations throughout the year. These walk-throughs are the basis of the summative evaluation.
2. Evaluation is a continuous and open process and will cover all activities and assignments associated with the teaching contract.
3. Each teacher, at the beginning of each school year, or upon his/her employment shall be apprised of the specific criteria upon which he/she will be evaluated.
4. The Board of Education and the bargaining agent shall adhere to the Utah Educator Evaluation Law.
5. All evaluators shall be fully and properly trained in the techniques and criteria to be used in the evaluation process.
7. All written evaluations will be signed by the evaluator and the

career status teacher. The signature of the teacher only denotes the receipt of the document and does not imply agreement with the contents.

8. The Instructional coaches cannot be put in the position of judging whether or not the teacher has been successful in making changes.

**C. PROCEDURES FOR ACCEPTABLE EVALUATION OF CAREER-STATUS TEACHERS**

1. The building administrator will watch for goal achievement as well as attainment of the Standards. The building administrator will communicate either verbally or in writing about his/her observations.
2. If all Standards are acceptable through the year, the building administrator and the career status teacher will meet by April 1<sup>st</sup> to review the goal(s) and sign the summative evaluation form.
3. The building administrator will provide a copy of the summative evaluation for the career status teacher within 5 working days after the meeting date.

**D. PROCEDURES FOR UNACCEPTABLE EVALUATION OF CAREER-STATUS TEACHERS**

1. If after the building administrator has made short walk-through observations throughout the year and he/she sees that three (3) or more Standards in one (1) area or five (5) overall are not acceptable, the building administrator will:
  - a. Meet with the teacher within five (5) working days of the observation(s)
  - b. Notify the teacher in writing of any observed deficiencies AND
  - c. Discuss methods of improvement (Informal remediation plan - Tier II).
2. In no less than twenty (20) working days, the building administrator will make further observations. If, in subsequent observations:
  - a. The building administrator does not again note a specific deficiency; this shall be interpreted to mean that adequate improvement has taken place. The building administrator observes that three (3) or more Standards that have already been documented remain unacceptable, the building administrator will notify the Human Resource Director. Upon review of documentation of the unacceptable Standards and recommendation of the Human Resource Director, a formal remediation plan (Tier III) and timeline will be developed with the building administrator and career status teacher.

3. The teacher shall have a minimum of twenty (20) working days in which to meet the Standards. If formal remediation (Tier III) is done, the building administrator may make visits to the classroom but will not make any judgments on the Standards in question until after the twenty (20) days or remediation timeline are completed.
4. Once the formal remediation (Tier III) timeline or twenty (20) days is finished, the building administrator will observe the career status teacher to ascertain if the unacceptable Standards are acceptable. If at that time, the Standards are still unacceptable, the building administrator may choose to continue evaluations or invoke Corrective Action procedures. They will meet with the Director of Human Resource Services to review documentation of unacceptable Standards before invoking Corrective Action procedures.
5. If a teacher disagrees with his/her evaluation, he/she may submit a written statement that shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
6. An educator who is not satisfied with an evaluation, has ~~30~~ fifteen (15) days after receiving the written evaluation to request a review of the evaluation by a person who has expertise in teacher or personnel evaluations, but is not an employee of the district. This individual will review and make recommendations to the superintendent regarding the teacher's summative evaluation. (Utah Code 53A-10-106.5)

## **5-15 EVALUATION AND ASSISTANCE OF PROVISIONAL TEACHERS**

### **A. DEFINITIONS**

1. Classroom Performance Standards (Standards) - the foundation for summative evaluation in the Ogden City School District.
2. Formative Goals - goals developed by an administrator in an effort to assist classroom performance by the provisional teacher to be conducted by October 1<sup>st</sup>, January 15<sup>th</sup>, and May 1<sup>st</sup> of any school year.
3. Summative Evaluation - the official, legal evaluation conducted by an administrator. The evaluation must be finalized prior to November 1<sup>st</sup> and February 15<sup>th</sup> of any school year. This evaluation is based upon walk-through observations of ongoing classroom performance as well as work toward goals set with licensed employee done through the formative evaluation process. A summative evaluation can be done at any time during the school year.

4. Walk-throughs - These are short observations done by a school administrator throughout the school year. Walk-throughs do not have to be announced. Administrators are responsible to communicate with the licensed employee as to their performance on an ongoing basis.
5. Informal remediation (Tier II) - The process of working with licensed employee on classroom performance. Informal remediation can include other teachers and specialists to assist, if requested by the licensed employee. A licensed employee can refuse the offer for informal remediation.
6. Formal remediation (Tier III) - The process of working with licensed employee on classroom performance.
7. The Director of Human Resources and the Human Resource Specialist will review documentation from administrators requesting formal remediation. This will be to determine if the administrator has followed district policy and procedure in regards to formal remediation.

**B. GENERAL PROCEDURES**

1. Evaluation of provisional teachers is a continuous and open process designed to assist the provisional teacher to be successful in the classroom within the three-year, or more, provisional period. The evaluation will cover all activities and assignments associated with classroom performance.
2. Each provisional teacher, upon employment and at the beginning of each school year, shall be apprised of the specific criteria upon which they will be evaluated.
3. The Board of Education and the bargaining agent shall adhere to the Utah Educator Evaluation Law.
4. All evaluators shall be fully and properly trained in the techniques and criteria to be used in the evaluation process.
5. All written evaluations will be signed by the evaluator and the provisional teacher. The signature of the teacher only denotes the receipt of the document and does not imply agreement with the contents.

**C. PROCEDURES FOR PROVISIONAL TEACHER EVALUATION**

6. Within fifteen (15) working days of the beginning of the teaching assignment, each building administrator, in consultation with the provisional teacher, will chose a teacher mentor for the provisional teacher.

7. The building administrator will meet with the provisional teacher and their mentor by October 1, January 15, and May 1 to establish and review the formative goal sheets designed to master the Classroom Performance Standards (Standards).
8. The building administrator will work with the mentor to assist the provisional teacher in meeting the Standards.
9. The building administrator will have a formal conference with the provisional teacher to review the first summative evaluation by November 1. A second formal conference will be held with the provisional teacher to review the second summative evaluation by February 15<sup>th</sup>.
10. Copies of the summative evaluation must be given to the provisional teacher within five (5) working days after each summative evaluation.
11. The building administrator will make several short, informal observations prior to November 1 (first summative evaluation) and from November 2 to February 15(second summative evaluation).
12. If all Standards are acceptable, the administrator should give some type of written positive feedback to the teacher after each observation. However, achieving acceptable standards is not a guarantee of continued employment.

**D. ASSISTANCE/REMEDICATION OF PROVISIONAL TEACHERS**

1. The building administrator will work with the mentor to assist the provisional teacher in meeting the Standards.
2. If the building administrator observes that any Standards are not acceptable, the building administrator will:
  - a. Meet with the teacher within five (5) working days of the observation(s).
  - b. Give the teacher written documentation of observed deficiencies.
  - c. Discuss methods for improvement (Informal remediation - Tier II).
3. The building administrator will allow no less than twenty (20) working days prior to formally documenting observations of the provisional teacher. (November 1(first summative evaluation), and February 15 (second summative evaluation). Building administrators may visit the classroom during the twenty (20) days and give assistance if warranted. After a reasonable amount of time, (no less than twenty (20) working days) the building administrator will make further observations. If, in subsequent observations:

- a. The building administrator does not again note a specific deficiency, this shall be interpreted to mean that adequate improvement has taken place. The teacher will be notified in writing of improvement noted by the building administrator. However, achieving adequate improvement is not a guarantee of continued employment.
  - b. The building administrator observes that three (3) or more Standards that have already been documented are still unacceptable, the building administrator will notify the Director of Human Resources.
4. Provisional teachers must work with the building administrator to form a specific remediation plan and a time line.
  5. The building administrator will have a formal conference with the provisional teacher to review the first summative evaluation by November 1<sup>st</sup> and review the second summative evaluation by ~~March 1<sup>st</sup>~~ February 15<sup>th</sup>. If some Standards are still in the process of remediation, either informal or formal, the remediation will be documented on the summative form, and the provisional teacher will be marked as unacceptable in those Standards.
  6. Once the remediation time line is completed, the building administrator will begin observations of the teacher again and focus on those Standards outlined in the formal remediation (Tier III) plan. If after more observation, those Standards are still unacceptable; the building administrator will notify the teacher in writing within five (5) working days after the observations, of the continued deficiencies. The principal will then go to the Director of Human Resources for further corrective action procedures. The Director of Human Resources may recommend further remediation.
  7. If a teacher disagrees with his/her evaluation, he/she may submit a written statement to Human Resource Services that shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
  8. An educator who is not satisfied with an evaluation, has ~~30~~ fifteen (15) days after receiving the written evaluation to request a review of the evaluation by a person who has expertise in teacher or personnel evaluations, but is not an employee of the district. This individual will review and make recommendations to the superintendent regarding the teacher's summative evaluation. (Utah Code 53A-10-106.5)

**5-30 LICENSED EMPLOYEES TRANSFERS AND CHANGES OF ASSIGNMENTS WITHIN A SCHOOL/PROGRAM**

2004

**I. DEFINITIONS**

Program: Funding which is either from the basic budget or from a categorical source.

Voluntary transfers: a transfer initiated by the licensed employee from one school/program to another school/program in which they have appropriate licensure.

Involuntary transfers: a transfer out of a school/program initiated by the district. An involuntary transfer is not a transfer within a school or subject matter within a school in which the licensed employee has licensure.

Change of Assignment Within a School/Program: A move within the same school/program to a different grade/subject within a teacher's area of licensure.

## **II. VOLUNTARY TRANSFERS**

1. Teachers may apply for a transfer any time during the school year.
2. When vacancies occur, vacancies will not be filled prior to the date specified on the posting.
3. Licensed employees must notify Human Resource Services in writing to request a voluntary transfer. District personnel will acknowledge requests promptly. It is the responsibility of the licensed employee to inform Human Resource Services of the specific position they are interested in voluntarily transferring.
4. The licensed employee's licensure, endorsements, extra duty assignments, special abilities, and quality of teaching performance, shall be the primary factors in determining transfer. It shall be the intent of the Ogden City School District for curricular needs to take precedence in filling vacancies within the District.

## **III. INVOLUNTARY TRANSFERS**

1. When involuntary transfers are necessary, licensed employees should be transferred to a position consistent with their academic training, licensure, school experience or to positions for which the teacher is/or may be engaged in training, providing that proper state authorization can be obtained. Any possible reduction in salary will be identified in the Orderly Termination Policy.
2. Involuntary transfers will be made under the following conditions:

- a. Reduction of students,
  - b. Discontinuance or reduction of a program,
  - c. To fill positions that cannot be accommodated by existing staff,
  - d. When such transfer is made for the best interests of the students of the Ogden City School District.
3. The licensed employee shall be notified immediately of a decision involving an involuntary transfer. Licensed employees 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.
  4. The employee's licensure, endorsements, extra duty assignments, and special abilities, shall be taken into consideration in determining an involuntary transfer.

#### **IV. CHANGE OF ASSIGNMENT WITHIN A SCHOOL/PROGRAM**

##### **A. Procedures for Reduction in Staff in a School/Program**

1. When Employees Volunteer
  - a. When a vacancy in a school/program occurs, the administrator will notify all licensed employees within the building of the vacancy.
  - b. Licensed employees interested in the assignment should submit a written request to the administrator of the school/program.
  - c. The licensed employees licensure, endorsements, extra duty assignments, special abilities, quality of teaching performance, and ability to collaborate with peers, shall be the primary factors in determining the change of assignment.
2. When Employees Do Not Volunteer
  - a. If no current licensed employees volunteer for the change of assignment then the following criteria will be utilized to effect the reduction in staff:
    - i. The licensure and endorsements of the licensed employees in the school/program.
    - ii. Extra duty assignments.
    - iii. Special abilities
    - iv. Quality of teaching performance.
    - v. Ability to collaborate with peers.
    - vi. Past experience in grade/subject level to be

filled.

- vii. The best interests of the students of the Ogden City School District.

**B. Procedures For Change of Assignment within a School/Program**

1. When a vacancy or new position in a school/program occurs, the administrator will notify all licensed employees within the school/program of the vacancy.
2. Licensed employees in the school/program interested in the assignment should submit a written request to the administrator of the school/program.
3. The licensed employees licensure, endorsements, extra duty assignments, special abilities, quality of teaching performance, ability to collaborate with peers, and past experience in grade/subject level to be filled shall be primary factors in determining the change of assignment

**5-50 PERSONNEL RECORDS**

- (1) Building file - Only one school file shall be kept on a teacher. That file shall be located in the principal's (or supervisor's) office. The teacher's file shall be available to the teacher for review.
- (2) Only one official district personnel file shall be kept on a teacher. That file shall be located in the Human Resource Services Office. The teacher's file will be open to the teacher for review.
- (3) No material shall be placed in the teacher's official district personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same notation shall be attached to the file copy of the material in question.

If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure. If the adjustment is in favor of the teacher, the material shall be corrected, or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

**6-00 PROFESSIONAL DUTIES**

**6-10 LUNCH ROOM DUTY**

Except in rare cases of emergency, as determined by the building principal, teachers shall not be assigned specific duties for at least a thirty-minute lunch period.

**6-15 PLAYGROUND DUTY**

1997

In as much as this time is counted as instructional time, responsibility for supervision and discipline of students while at recess will be under the direction of the teacher and discipline will be shared by the playground monitor, teacher, and principal. Methods of supervision, discipline of students and schedules of playground monitors shall be included as part of the school's safe school plan.

All elementary schools (grade K-6) must have at least a daily 15-minute recess for children. Schools may choose to have a second 15-minute recess per day (including passing time). Recess will be conducted outdoors when weather permits. In the case of inclement weather (i.e. thunder, lightning, cold temperatures under 30 degrees), appropriate recess activities will be provided indoors.

The number of hours allotted to each building will be according to the following formula:

<u>Number of students in the building as of October 1 count</u>	<u>Number of hours allotted</u>
350 or less	4
351 - 450	6
451 - 550	7
551 or more	8

A playground supervisor will not work more than 4 hours per day.

**6-50 OTHER ACTIVITIES**

In order to protect the health and welfare of students on school grounds, in school buildings, or in educational activities conducted away from the school grounds, teachers will perform supervisory assignments and duties necessary to support such functions.

**7-00 PROFESSIONAL RELATIONSHIPS**

**7-10 PARENT-TEACHER CONFERENCES**

When parent-teacher conferences are held outside regular school hours, equal compensatory time will be given to the teacher. Release time from the regular school day will be counted as compensatory time.

**7-15 CONTRACT TIME**

Licensed employees on regular contracts shall be at school each

school day at least thirty (30) minutes before and shall remain at least thirty (30) minutes after their teaching duties begin and end. Regular contract teachers are to be available for individual preparation, joint planning, student and parent conferences and classroom assignments for at least eight (8) hours each school day (including the half-hour duty free lunch), or the equivalent hours for licensed employees on a partial contract. The actual time of routine arrival and departure shall be determined by the District.

## **7-20 SECONDARY PLANNING/PREPARATION TIME**

It is the philosophy of Ogden City School District that secondary school teachers are deserving of paid planning/preparation time. It is also the intent of secondary planning time to allow secondary teachers sustained and uninterrupted time in which to plan and prepare for the classroom instruction of students.

Secondary teachers will be provided with a preparation period during the school day or the amount of planning time equivalent to the percentage of contract time worked. This is planning time, but teachers also need to be available to work with students and parents during this time.

Duty assignments during planning time essential to the safety of students will be assigned equitably to faculty.

Secondary schools must meet minimum state guidelines for hours in any given year.

The intent and purpose of collaboration time is to focus on curriculum. The teacher shall have time to plan, create and implement cross-curricular and new ideas with other teachers. This time is not for faculty meetings, workshops/training or other in-service.

### **A. OPTION 1 - SECONDARY WITH COLLABORATION TIME**

Secondary schools will have no less than five (5) hours and forty-five (45) minutes of instructional time four days per week. One day per week will have no less than four (4) hours and fifty (50) minutes of instructional time. Minimum days set by the District Calendar shall have four (4) hours of instructional time.

~~Secondary teachers shall regularly report to work twenty five (25) minutes before the final tardy bell of their first class or preparation period in the morning and remain twenty five (25) minutes after their last class or preparation period in the afternoon, unless otherwise compensated for planning time, (i.e., teachers that are teaching less than full time) or the teacher is excused by the building principal and/or Superintendent for other necessary appointments made in connection with the school and/or district program. This is planning time, but teachers also need to be available to work with students and parents during this time.~~

Passing time and lunch- time are not defined as instructional time.

#### **OPTION 2 - SECONDARY WITHOUT COLLABORATION TIME**

Secondary schools will have no less than five (5) hours and thirty-four (34) minutes instructional time, Monday through Friday. Minimum days set by the District Calendar shall have four (4) hours of instructional time.

~~Secondary teachers shall regularly report to work twenty five (25) minutes before the final tardy bell of their first class or preparation period in the morning and remain twenty five (25) minutes after their last class or preparation period in the afternoon, unless otherwise compensated for planning time, (i.e., teachers that are teaching less than full time) or the teacher is excused by the building principal and/or Superintendent for other necessary appointments made in connection with the school and/or district program. Each teacher will receive planning time in the form of a preparation period. This is planning time, but teachers also need to be available to work with students and parents during this time.~~ Passing time and lunch- time are not defined as instructional time.

#### **7-30 ELEMENTARY PLANNING/PREPARATION TIME**

It is the philosophy of Ogden City School District that elementary school teachers are deserving of paid planning/preparation time. It is also the intent of elementary planning time to allow elementary teachers sustained and uninterrupted time in which to plan and prepare for the classroom instruction of students.

Elementary schools must meet minimum state guidelines for hours in any given year.

Elementary schools will be allowed to schedule two (2) minimum days (four (4) hours of instructional time) during the school year for the purpose of collaboration (not in-service time). The dates for these two (2)days must be coordinated and approved by the District.

The intent and purpose of collaboration time is to focus on curriculum. The teacher shall have time to plan, create and implement cross-curricular and new ideas with other teachers. This time is not for faculty meetings, workshops/training or other in-service.

#### **OPTION 1 ELEMENTARY DAILY PLANNING TIME**

~~Teachers will report to their school twenty (20) minutes before the beginning of the instructional time and remain twenty (20) minutes after the completion of the instructional time with~~ an have an additional twenty-five (25) minutes planning time each day. This is planning time, but teachers also need to be available to work with students and parents during this time. Elementary

teachers using this option will be required to instruct no less than five (5) hours thirty-five (35) minutes each day. The half days will be four (4) hours in length.

**A. ADOPTION 2 ELEMENTARY WEDNESDAY PLANNING TIME**

Each teacher will be provided weekly with a single uninterrupted block of planning/preparation time of two (2) hours. Elementary teachers using this option will be required to instruct no less than six (6) hours Monday, Tuesday, Thursday, and Friday and no less than four (4) hours Wednesday. The half days will be four (4) hours in length. ~~Teachers will report to work twenty (20) minutes before the beginning of the instructional time and will stay twenty (20) minutes after the completion of the instructional time.~~ This is planning time, but teachers also need to be available to work with students and parents during this time.

Duty assignments during planning time essential to the safety of students will be assigned equitably to faculty members.

**7-40 PROFESSIONAL RESPONSIBILITY**

A teacher's primary responsibility is to work with students; his/her energies shall be utilized to this end. Therefore, the Board and the bargaining agent agree to the following:

- (1) Elementary schools that bus students will initiate a school safety patrol, supervised by a teacher, to assist in loading and unloading of buses.  
  
Secondary schools that bus students will assign a teacher or teachers to supervise bus loading. This assignment may be for a year, part of a year, or be rotated on a periodical basis.
- (2) Teachers shall not be required to collect money from students for activities or items that are clearly non-educational in purpose.
- (3) Teachers should not be required to transport students to activities that take place away from the school building unless previously agreed to as a condition of employment. Teachers may do so voluntarily with the approval of their principal or supervisor. In such events, teachers shall be covered by the provisions of the District's governmental immunity insurance policy.

**8-00 PAYROLL PROCEDURES**

**8-10 GENERAL**

The payroll period shall be monthly. Payments shall be based on the general rule that an amount equal to 1/12 of the annual contract amount shall be payable to each employee on the last day of each of twelve consecutive months (beginning with September and ending with August), but subject to modifications set forth in the following schedule.

<b>Exceptions</b>	<b>Amount of Monthly Payment</b>	<b>Dates Payable</b>
In the first year of employment, the employee may elect to receive 13, rather than 12, equal payments.	1/13 <sup>th</sup> of the contract amount.	Last working day of each of 13 months beginning with August and ending with August.
When employment starts after the beginning of the regularly scheduled work year.		Last day of first month of employment.
	Contract amount divided by the number of available payrolls remaining in the contract year.	Last working day of each month of available payrolls remaining in contract year.
Extra time	As submitted on Extra Services sheets by deadline.	Before last working day of month.
Summer School and related activities.	As submitted on Extra Services Sheets by deadline.	Before last working day of month.

When the last day of a month falls on a Saturday, Sunday, or a school holiday, and time permits, arrangements may be made to effect payments on the preceding working day.

The foregoing policy may be modified during the month of December to make payments prior to Christmas.

#### **8-20 CHANGE IN SALARY STATUS**

The effective beginning date of a salary increase above that fixed by initial or annual appointment, and for all causes other than change in assignment or amount of time to be worked, shall be the first day of

the month following the submission of satisfactory evidence (i.e., military service record, degree, license, etc.) to support claimed increase.

Failure of licensed personnel to submit an acceptable license prior to the opening of school each year may result in automatic reduction in contract salary as specified on the schedule.

#### **8-30 PRORATED SALARY**

The salary earnable by an employee who is appointed after the beginning of his work year shall be determined by application of the following formulas:

EFFECTIVE ANNUAL SALARY = number of work days scheduled during remainder of this year - total number of days set forth in applicable annual calendar (181.5 for teachers) x individual employee's basic annual salary (as per salary schedule.)

MONTHLY SALARY = effective annual salary divided by the number of months remaining in year.

#### **8-40 FINAL PAYMENT**

Employees released during the school year shall be paid in full for all money earned on the next regular payday following date of release, resignation, leave of absence, or retirement providing the payroll is not in progress for said month.

All employees terminating at or after the end of the school year will receive regular salary payments through the month of August, except those whose employment begins on or after March 1. These individuals will be paid in full at the end of the school year.

In the event that an educator decides to terminate employment with the District after August 1, prior to the beginning of the school year, the Superintendent reserves the right to impose a financial penalty of \$750.00 to be deducted from the employee's earnings.

Terminating employees that have completed the regular teaching year will have their group health and accident insurance continued during June, July, and August.

Regular employee payroll deductions will be made and forwarded as scheduled.

#### **8-50 DEDUCTIONS**

#### **8-51 ABSENCE**

Absence for personal business or for illness not covered by sick leave shall result in a daily salary deduction computed by dividing the

annual salary of the employee concerned by the number of working days prescribed in his/her related annual calendar adopted by the Board of Education.

#### **8-55 OTHER**

(1) Membership dues to employee associations and related organizations.

(a) Deductions for and to education employee associations and related organizations shall be made in eleven (11) equal amounts beginning October 31 and concluding August 15. The district will transmit all dues and related organization payments to the education employee association(s) by August 15 of each year.

#### **9-00 SAFE SCHOOL ENVIRONMENT**

##### **9-50 INDEMNIFICATION OF TEACHERS**

1999

Please see Utah Code Annotated §63G-7-201.

##### **9-60 POLICIES VALID FOR ONE-YEAR**

All policies and provisions contained within this Agreement are valid for one (1) academic year unless stated otherwise in the Agreement. Therefore, this Agreement, and the policies and provisions contained therein, is valid for the 2011-2012 academic year.

**MEMO OF UNDERSTANDING 3**  
**PAYMENT FOR NEW TEACHER INDUCTION**  
**2011-2012**

The Ogden City School District will pay new teachers their daily rate to attend the new teacher induction up to two days, to be held prior to the beginning of the contract in August 2008.

**MEMO OF UNDERSTANDING 5**  
**EDUCATOR SALARY ADJUSTMENT**  
**2011-2012**

The Ogden City School District will disburse licensed employees 100% of the funding provided by the Legislature for the 2008-2009 Educator Salary Adjustment, including any Legislative funding adjustments.

As stated in R277-110-3, the following full-time positions will be qualified for the adjustment:

1. Classroom teacher
2. Speech pathologist
3. Librarian or media specialist
4. Preschool teacher
5. Mentor teacher
6. Teacher specialist
7. Instructional coach
8. Guidance Counselor
9. Audiologist
10. Psychologist
11. Social worker as defined in 53A-17a-153(1)

Part-time positions will receive a proportional salary adjustment based on the FTE allotted for their position.

The Educator Salary Adjustment will be listed on the Licensed Salary schedule.

**LICENSED NEGOTIATIONS 2011-2012**

1. Payment for health insurance by the Board of Education at 86% of the premium.
2. Payment for the base plan of dental insurance by the Board of Education at 97% of the premium.
3. Payment of increases in health insurance costs with Altius Peak the base program at 86%.
4. The District will use Altius as their health benefit coordinator. One plan with a swing option under Altius will be used.
5. Payment of all lanes.
6. The District will make a payment at 75% of projected step costs for 2009-2010 in lieu of steps.
  - a. This payment will be made equally to each employee, proportional to FTE.
  - b. Payment is to be made in a single payment before December 25, 2009.
  - c. This payment applies to all employees under contract as of November 15, 2009.
7. If state funding for 2010-2011 improves to at least the 2007-2008 level, then the Board of Education will recognize steps for 2009-2010, and may recognize steps for 2010-2011, subject to negotiations at that time.
8. The Association and District will need to reconvene if budgetary projections are different than anticipated.