

TEACHER'S PROFESSIONAL AGREEMENT AS NEGOTIATED

**BETWEEN THE WEBER SCHOOL DISTRICT AND THE
WEBER EDUCATION ASSOCIATION**

2011 -2012

COMPLIMENTS OF:

Weber Board of Education

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Jon Ritchie ,Vice President

Allen Berrett, Member

Cheryl Ferrin, Member

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WEBER EDUCATION ASSOCIATION

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TABLE OF CONTENTS

I. Definitions and Goals	7
1.1 Goals	7
1.1.1 Equal Opportunity Employment	7
1.1.2 Goals – General	7
1.1.3 Personnel Goals	7
1.2 Definitions	7
1.2.1 Teachers	8
1.2.2 Provisional Contract Teacher	8
1.2.3 Career Teacher	8
1.2.4 Temporary Teacher	8
1.2.5 Part-time Teacher	8
1.2.6 Specially Funded Program Teacher	8
1.2.7 District	8
1.2.8 Board	8
1.2.9 Association	8
1.2.10 School Year	8
1.2.11 Days	8
1.2.12 Seniority	8
II. Association Rights	9
2.1 Recognition	9
2.2 Exclusive Privileges	9
2.3 Dues	10
2.4 Indemnification	9
2.5 Association President	10
2.6 Waiver of Contract Provisions	10
2.7 Conflicts Between the Contract and Board or Personnel Policies	10
III. Teacher Benefits	11
3.1 Insurance	11
3.1.1 Health and Accident	11
3.1.2 Long-Term Disability	12
3.1.3 Term Life	12
3.1.4 Enrollment and Changes	12
3.1.5 Flexible Spending/Dependent Child Care	12
3.2 Leave Provisions	12
3.2.1 Bereavement	13
3.2.2 Emergency	13
3.2.2.1 Required Legal Appearance	14

3.2.3	Illness	14
3.2.4	Sick Leave Notification	15
3.2.5	Leave Without Pay.....	15
3.2.6	Personal Leave	16
3.2.7	Sabbatical.....	16
3.2.8	Military Leave.....	17
3.2.9	Family and Medical Leave Act.....	18
3.3	Salary Schedule and Supplemental Pay	18
3.3.1	Lane Changes.....	18
3.3.2	Supplemental Income.....	19
3.3.3	Continuing Salary	19
3.3.4	Career and Technology Education Placement on the Salary Schedule.....	20
	National Board Certification.....	19
3.3.5	Salary Schedule.....	20
3.3.7	Hourly Rate Schedule	20
3.3.8	Index Schedule.....	20
IV.	Employment and Certification.....	20
4.1	Assignment of Professional Personnel.....	20
4.2	Proper Licensing Requirements	20
4.3	Position on Uncertified Teachers.....	21
4.4	Recruitment and Selection	21
4.5	Health Examination	21
4.6	Experience Credit.....	21
4.7	Non-School Employment.....	22
4.8	Period of Employment	22
V.	Evaluation Procedure	22
5.1	Career Teacher Evaluations	22
5.2	Evaluation of Provisional Teachers	23
5.3	Teacher Remediation	24
5.4	Probation.....	24
VI.	Grievance Procedures	24
6.1	Definitions.....	24
6.2	Purposes	24
6.3	Procedures.....	24
6.4	Provisions	25
6.5	General Provisions	25
VII.	Negotiations	25
VIII.	Payroll and Salary Deductions.....	26

8.1	Credit Union.....	26
8.2	Insurance.....	26
8.3	Salary.....	26
8.4	United Fund.....	27
8.5	Annuities/403B/457/401K.....	27
IX.	Personnel Records.....	27
X.	Professional Responsibilities.....	28
10.1	Absence from work.....	28
10.2	Advertising in Schools.....	28
10.3	Care of Equipment.....	28
10.4	Conflict of Interest.....	28
10.5	Gifts to Staff.....	28
10.6	Loading of Buses.....	28
10.7	Personal Appearance and Dress.....	28
10.8	Plan of Instruction.....	29
10.9	Public Relations.....	29
10.10	Solicitations by Staff.....	29
10.11	Teaching Hours.....	29
10.12	Pick up and Delivery of Equipment, Film and Supplies.....	29
XI.	Professional Rights.....	30
11.1	Complaints.....	30
11.2	Academic Freedom.....	31
11.3	Ethics.....	31
11.4	Involvement of Personnel.....	31
11.5	Political Activity.....	31
11.6	Professional Behavior.....	32
11.7	Protection.....	33
11.8	Indemnification of Teachers.....	33
XII.	Retirement of Career Teachers.....	33
12.1	Date of Retirement.....	34
12.2	Early Retirement.....	34
12.3	Unused Sick Leave Reimbursement.....	35
XIII.	School Board and Other Personnel.....	35
13.1	Board Relations.....	35
13.2	Custodial Relations.....	35
13.3	Staff Meetings.....	36
13.4	Work with Supervisors.....	36

XIV. Student and Parent Relations	36
14.1 Attitude toward Teachers	36
14.2 Care of Equipment – Students	36
14.3 Discipline – Students	36
14.4 Motivation – Student.....	37
14.5 Reporting Incidents	38
14.6 Reports to Parents	38
XV. Termination.....	38
15.1 Separation of Provisional Teachers	38
15.2 Orderly Termination of Career Teachers	38
15.3 Corrective Actions	40
15.4 Separation of Personnel	40
15.5 Investigative Actions	41
XVI. Teacher Transfers.....	41
16.1 Involuntary	41
16.2 Voluntary	41
XVII. Exceptions.....	42
17.1 General Statement.....	42
17.2 Mileage	42
17.3 Extra Curricular Salary Experience Credit	42
Extracurricular Index Schedules	43 & 44
INDEX	45

This booklet represents the Teachers' Professional Agreement for 2011-2012 school year as negotiated between the Weber School District and the Weber Education Association. The Teachers Professional Negotiated Agreement shall be governed by and subject to the laws of the State of Utah. Any provisions of this Agreement that conflicts with prevailing Utah law shall be null and void.

I. DEFINITIONS AND GOALS

1.1 GOALS

1.1.1 Equal Opportunity Employment

No person shall be denied employment, re-employment or advancement, nor shall be evaluated on the basis of sex, marital status, race, color, creed, handicap status or national origin. Age shall be considered only with respect to minimum set by law and retirement as specified by the state or policies of the District.

1.1.2 Goals - General

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

1.1.3 Personnel Goals

The Board of Education recognizes that a dynamic and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. The Board is interested in its personnel as individuals, and as an organized group. It recognizes its responsibility for promoting the general welfare of the staff.

The Board's specific Personnel Service Goals are:

- to conduct a teacher appraisal program that will contribute to the continuous improvement of staff performance.
- to develop and manage a staff compensation program sufficient to attract and retain qualified teachers.
- to provide an inservice training program for all teachers which will improve their rates of performance, retention and promotion.
- to effectively conduct teacher negotiations.
- to recruit, select, and employ the best qualified personnel to staff the school system.
- to develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction.
- to deploy the available personnel and insure that they are utilized as effectively as possible within budgetary constraints.
- to effectively administer negotiated agreements.

1.2 DEFINITIONS

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

and all employees who are paid from an administrative salary schedule.

1.2.2 **Provisional Contract Teacher** shall mean all regularly assigned teachers working at least a half time contract who have not yet completed three continuous years of satisfactory contract employment as a teacher in Weber School District and who have not been recommended for Career Status by their principal. A teacher who has achieved Career Teacher Status who separates from his/her teaching career and then returns to teaching may be granted Career Status after two (2) years of service upon recommendation of the principal

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

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

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

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

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

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

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

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

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

1.2.12 **Seniority** in the Weber School District shall accrue beginning the day the teacher starts earning pay as a certified teacher and shall continue to accrue as long as the person is so employed. In the case that seniority is equal, the most senior teacher will be determined by the date and time they signed their initial contract with Weber School District. Seniority shall not accrue during leave of absence, unless required by law. Upon retirement, resignation, or

termination all seniority is forfeited. Teachers who separate from the district and are re-hired to a position requiring a teaching license within a one year period of time will have their seniority reinstated. Teachers retiring from the district who are rehired will not have their seniority reinstated.

II ASSOCIATION RIGHTS

2.1 RECOGNITION

The Association is recognized as the exclusive bargaining agent for teachers as long as its members comprise the majority.

2.2 EXCLUSIVE PRIVILEGES

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

2.3 DUES

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

the next payroll.

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

2.4 INDEMNIFICATION

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

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

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

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

2.5 ASSOCIATION PRESIDENT

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

The District agrees to return the President to a full time position at the end of the President's term.

2.6 WAIVER OF CONTRACT PROVISIONS

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

2.7 CONFLICTS BETWEEN THE CONTRACT AND BOARD OR PERSONNEL POLICIES

If it occurs that any Board or Personnel Policies of the Weber School District are contrary to the

provisions of this professional agreement, the professional agreement's provisions will take precedence unless both the District and the WEA agree otherwise.

III TEACHER BENEFITS

3.1 INSURANCE

3.1.1 Health and Accident

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

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

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

Implementation Plan:

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

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

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

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

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

The 60 day waiting period may be waived under various circumstances including but not limited

to the following: an experienced teacher who is a new hire to the District and is transferring from a public school or a private accredited school and has health insurance at the time of the transfer.

3.1.2 Long Term Disability

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

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

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

3.1.3 Term Life

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

3.1.4 Enrollment and Changes

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

3.1.5 Flexible Spending/Dependent Child Care

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

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

3.2 LEAVE PROVISIONS

3.2.1 Bereavement

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

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

Bereavement leave days shall only be used within a two week window from the time of death. Bereavement under 3.2.1 c must be consecutive.

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

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

Guidelines for Bereavement Leave

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

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

3.2.2 Emergency

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

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

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

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

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

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

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

3.2.3 Illness

In the event a teacher is absent from duties on a contract day due to illness or illness of individuals in the teacher's family (spouse, parents or children) or individuals living within the household of the teacher, the teacher shall be paid full salary. In the event of illness of non-family members or individuals not living within the household, the principal shall reach agreement with the teacher before the leave is taken as to whether the leave is to be with pay. The teacher shall be paid for the time absent for an aggregate of ten (10) days or until all accumulated sick leave is used. After all accumulated sick leave has been used, teachers may receive one-half salary for a period not to exceed ten (10) days during the term of the contract. In case the teacher shall have used less than ten (10) days sick leave benefit under the term of this contract, the remaining part of the ten (10) days shall be cumulative during the period of total employment of said teacher to a total of 182 days.

Teachers shall be required to furnish proof of continuing disability due to illness which exceeds ten (10) days, or 42 calendar days for the delivery or the adoption of a baby to begin on the day of the delivery or the adoption, by presenting a medical doctors statement of said disability. If the District does not agree with the evidence presented, the District may require and pay for an examination by a medical doctor of its choice to confirm the seriousness of the illness.

Should a teacher have an extended illness which exceeds their accumulated sick leave, the teacher may petition the Catastrophic Sick Leave Committee for additional days of leave.

Employees who have contributed to the Catastrophic Sick Leave Bank and who have or will have depleted their sick, personal, and vacation leave balances shall be eligible to receive consideration for leave from the bank.

All requests for catastrophic sick leave must be in writing .

Employee request must include the following:

- Name, address and phone number, position, school location, years in the District
- History of how prior leave has been used
- Why requested leave is necessary. Be specific.

- Be specific in the number of days requested
- Verification from the employee's health care professional indicating the specific nature and severity of the illness, or health care problems including the projected recovery date.

The Sick Leave Bank Committee reserves the right to contact the building principal.

In the event the teacher disagrees with the principal's decision, the teacher may appeal the decision to the assistant superintendent or the superintendent.

If it is found that there is a question concerning a teacher's misuse of sick leave, the teacher and the appropriate supervisor(s) will discuss the matter. Misuse of the sick leave provision shall result in Leave With Out Pay for the teacher during the time of misuse and paying the full cost of the substitute. Repeated misuse shall be cause for dismissal.

3.2.4 Sick Leave Notification

Teachers will be notified at least once a year as to the number of sick leave hours they have accumulated. (8 hours = 1 day)

3.2.5 Leave Without Pay

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

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

- b. A leave of absence without pay for up to 30 working days may be granted by request of the teacher to the Human Resources Department.
- c. This leave may be used in conjunction with the thirty (30) days of sick leave granted in 3.2.3. Any leave of absence granted under (a) would be reduced by any sick leave granted under provisions of 3.2.3. Once leave of absence without pay has commenced, no further sick leave will be granted without a written doctor's statement until the leave of absence has been used.
- d. The teacher will request such leave in writing from the Human Resources Department at least thirty (30) calendar days before the anticipated use of leave to allow for the hiring of a substitute.
- e. Sick leave which has accrued to an individual at the time an official leave of absence begins shall be reinstated upon the teacher's return.
- f. A teacher shall be granted a leave of absence without pay due to illness and will be

granted accrued sick leave benefits prior to the leave becoming effective. When the teacher's health is sufficiently restored the teacher will be assigned to the same or equivalent position, when an appropriate vacancy exists.

- g. Notwithstanding the above, no leave without pay for illness shall exceed one year.

Leave will be provided under the following conditions:

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

3.2.6 Personal Leave

Sixteen hours (or the proportional hours for partial or extended contracts) of personal leave will be allowed each teacher each school year, accumulating to a maximum of forty-eight (48) hours (or the proportional hours for partial or extended contracts) without loss of pay to the teacher. Any hours above forty-eight hours (or the proportional hours for partial or extended contracts) not used shall be added to the accumulated sick leave of the teacher.

The following guidelines and restrictions apply:

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

3.2.7 Sabbatical

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

- a. Requests for sabbatical leave must be received by the Superintendent or his designee in writing in such form as may be required by him not later than February 15 of the year in

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

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

3.2.8 Military Leave

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

Category One:

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

Category Two:

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

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

Category Three:

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

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

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

***All compensatory time must have prior approval of the principal.**

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

3.2.9 Family and Medical Leave Act

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

3.3 SALARY SCHEDULE & SUPPLEMENTAL PAY

3.3.1 Lane Changes

The requirements for moving from one lane to another are:

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

must be stated in quarter or semester hours.

- e. Professional re-licensure points do not count toward lane changes unless verified as stated in “c” or “d” above.

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

3.3.2 Supplemental Income, Workshop and Hourly Rate

Supplemental income payments to teachers for extra duty, state or district leadership, workshops, conventions, summer school, workshops, vocational programs and other such activities or programs shall be listed separately on the teacher’s pay statement.

Agreement between the District and the teacher shall be made prior to the convention, workshop or activity according to the existing schedule.

3.3.3 Continuing Salary

Each teacher will receive salary adjustments, i.e. lane changes and increments as negotiated. However, stipends all such as Career Ladder, extra duty, coaching, grants, extra curricular 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 and/or the district.

3.3.4 Career and Technology Education Placement on the Salary Schedule

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

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

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

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

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

3.3.5 National Board Certification:

See Salary Schedule.

Teachers receiving National Board Certification who possess a Level 3 Teaching License as issued by the Utah State Office of Education shall receive a \$734.00 stipend each year they remain nationally board certified.

3.3.6 Salary Schedule

See last pages. Teacher Salary Schedule

3.3.7 Hourly Rate Schedule

See last pages. Summer School, Make Up Class, & Curriculum Development

IV EMPLOYMENT AND LICENSING

4.1 ASSIGNMENT OF PROFESSIONAL PERSONNEL

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

4.2 PROPER LICENSING REQUIREMENTS

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

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

4.3 POSITION ON NON-LICENSED TEACHERS

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

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

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

4.4 RECRUITMENT AND SELECTION

The basic purpose of personnel recruitment and selection shall be to fill existing vacancies with individuals who meet established qualifications and who appear likely to succeed in the position to which they are assigned. It shall be the duty of the Superintendent to establish the necessary criteria and procedures for the recruitment and selection of all permanent personnel. The following criteria shall apply to the recruitment and selection of the District personnel:

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

4.5 HEALTH EXAMINATION

Upon request of the District, a teacher shall furnish a written statement from a licensed physician showing health condition of the teacher.

4.6 EXPERIENCE CREDIT

Experience credit will be awarded on the following basis:

1. Full credit for up to 12 years of public school and/or accredited private teaching experience shall be granted for new hires to the district, placing them on step 13 of the Teachers Salary schedule.
2. Teachers returning from a leave of absence without pay shall be placed on the appropriate step and lane of the salary schedule and receive credit for the total number of years. Those teachers who have completed at least one-half 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 numbers of years.
3. Teachers hired on or after February 1st will not be given credit on the salary schedule for that year of experience.
4. Teachers who separate from the district and are re-hired to a position requiring a teaching

license within a one year period of time shall have the following benefits: (This does not apply to teachers who have retired and are rehired within one year of their retirement date.)

1. Sick leave which has accrued to an individual at the time of separation shall be reinstated upon the teacher's return.
2. The teacher shall be placed on the same salary step that they were eligible to be placed on at the time of separation.
3. No waiting period will be required for insurance eligibility.
4. The number of years employed on the teachers' salary schedule in the district will be restored.

4.7 NON-SCHOOL EMPLOYMENT

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

4.8 PERIOD OF EMPLOYMENT

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

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

V EVALUATION PROCEDURE

The instructional performance of all teachers in this school district shall be observed, both formally and informally by the administrators of the District. The purpose of evaluation is to improve the performance of each teacher. Teachers shall be counseled regarding areas of improvement needed and suggestions shall be made concerning methods. Recognizing that each teacher's method and philosophy is different, the District affirms the right and responsibility of each teacher to develop instructional techniques insofar as such techniques do not result in procedures contrary to district-wide policy and philosophy.

5.1 CAREER TEACHER EVALUATIONS

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

1. All formal observations and/or evaluations of a teacher's performance shall be conducted openly and with full knowledge of the teacher. The teacher will be notified in advance of the evaluation instrument to be used.
Sufficient time should be spent in the classroom observation to effectively evaluate the performance of the teacher. Every effort will be made to conduct evaluations at reasonable times during the school year.
2. Each formal evaluation of the teacher will be followed by a personal conference between the teacher and the evaluator within ten (10) working days of the observation. The building administrator will discuss with the teacher any areas in which improvement is needed. Areas of needed improvement shall be noted in writing, with a plan for improvement. The teacher shall be given a written copy of any evaluation report and will discuss such report with the evaluator with areas of needed improvement, within five (5) working days of the conference identified above. Before the evaluation report is placed in the teacher's file the teacher will sign the evaluation noting awareness of its contents. The teacher may add comments to the evaluation. These comments will be attached to the evaluation.
3. Teachers will be promptly notified and provided with copies of all written observations, evaluations, and/or materials received from outside or other sources relating to conduct, service, character or personality, that are placed in their personnel file. The teacher will have an opportunity to review the materials.
4. Teachers shall be counseled regarding specific areas of improvement needed. If previously noted deficiency(s) are not noted in subsequent evaluations, it shall be understood that the deficiency(s) has/have been corrected. The foregoing shall not be construed to mean that supervisory persons are responsible for the teacher's success or failure.
5. The teacher shall be given every opportunity to call on supervisors, specialists, association personnel, or other professional educators for assistance, constructive help or evaluation. These evaluations will become part of the teacher's personnel file according to the stipulation of items two and three above.
6. When informal observations or evaluations occur and result in a conference and/or items being placed in the teacher's file, the procedures identified above will apply.
7. An educator who is not satisfied with an evaluation has 30 days after receiving the written evaluation to request a review of the evaluation.

5.2 EVALUATION OF PROVISIONAL TEACHERS

1. Evaluation of provisional teachers is a continuous and open process designed to assist the provisional teacher to be successful.
2. Provisional teachers, upon employment and at the beginning of each school year, shall be informed of the general criteria upon which they will be evaluated.
3. Each provisional teacher will be given assistance through the District Mentor Program.
4. Provisional Teachers shall be provided assistance when areas of concern are noted on the formative and/or summative evaluations.
5. An educator who is not satisfied with an evaluation has 30 days after receiving the written evaluation to request a review of the evaluation.

5.3 TEACHER REMEDIATION

A teacher whose performance is inadequate or in need of improvement shall be provided with a written document that clearly identifies deficiencies, available resources for improvement, and recommended course of action that will improve the teacher's performance.

The district shall provide the teacher with reasonable assistance to improve performance.

A teacher is responsible for improving performance by using the resources identified by the school district and demonstrating acceptable levels of improvement in the designated areas of deficiencies.

The plan will indicate the length of time for remediation.

5.4 PROBATION

1. Teachers placed on probation will be given written notice detailing the specific reasons for the probation.
2. Teachers placed on probation will be subject to Remediation Plan 5.3.
3. Teachers will be removed from probation when they have successfully satisfied the terms of the probation.
4. Teachers on probation at the end of the current year shall not receive a lane change or a step increase for the next contract.

VI. GRIEVANCE PROCEDURES

6.1 DEFINITIONS

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

6.2 PURPOSES

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

6.3 PROCEDURES

The District, the teacher and a representative of the teacher will cooperate in the investigation of any concern. It will be the teacher's responsibility to notify a representative. A representative may attend any meeting. Any teacher has the right to have a representative of choice at all meetings. Should a teacher believe there is a basis for a grievance; the teacher will discuss the concern with the building or program administrator, with the objective of resolving the matter

informally. If not resolved, the teacher will discuss the concern with the appropriate administrator. If, after the discussions with the administrator, a concern still exists, the teacher(s) or a representative of the teacher may invoke the grievance procedure. The first step in this procedure shall be a letter of concern. This shall be filed by the teacher and/or a representative of the teacher within ten (10) district business days of the initial informal meeting. Thereafter, as soon as possible, the teacher(s) Association representative, and an employee of the Human Resources Department shall meet to discuss any possible resolution to the concern. If no resolution can be met, the teacher (s) and/or a representative of the teacher shall file a grievance which shall be delivered to the principal or supervisor within ten (10) district business days. Forms provided by a representative of the teacher are acceptable. In the alternative, the grievant(s) and/or a representative of the teacher and the District may agree to withhold a request for the selection of a hearing officer and furtherance of the grievance pending further negotiations or discussions.

Within ten (10) district business days of the receipt of the written form, the Superintendent shall appoint a hearing officer selected by the Superintendent and the WEA President from a mutually agreed upon list of ten (10) independent hearing officers produced by the Superintendent and the Association by September 1st of each year. The hearing officer shall hold within fifteen (15) district business days a hearing with the aggrieved teacher (s), the representative of the teacher, the District and other necessary witnesses. The hearing officer shall render a written decision and shall furnish a copy to the grievant, the District and the representative of the teacher within a reasonable time. The hearing officer's decision is only advisory and not binding.

If the hearing officer's decision is not satisfactory to the grievant(s) or the Superintendent, the unsatisfied party(ies), may submit in writing the grievance to the President of the Board for consideration by the Board, except in matters of termination which is covered by State Law. This request must be submitted within fifteen (15) district business days of receipt of the hearing officer's written decision. The Board will consider the grievance within sixty (60) days.

The Board's consideration of the grievance will be based on the evidence presented before the hearing officer and the hearing officer's decision. At the Board's sole discretion, the Board may request the parties to submit written memoranda, present oral argument or allow the District and the grievant(s) to present witnesses to the Board during its consideration of the grievance. Within fifteen (15) district business days after the board hearing, the Board will notify the grievant(s) in writing of its decision. This does not negate the teacher's right to appeal to the courts, or to seek redress through legal action of the courts. However, no legal action may be commenced without first exhausting the teacher's rights under this agreement.

6.4 PROVISIONS

The District and the Association agree to share equally the cost of the independent hearing officer and the preparation of a transcript of the hearing.

VII NEGOTIATIONS

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

VIII PAYROLL AND SALARY DEDUCTIONS

8.1 CREDIT UNION

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

8.2 INSURANCE

Health and Accident Insurance

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

Personal Life Insurance

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

8.3 SALARY

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

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

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

monthly payroll after receipt of the notice by the payroll office.

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

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

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

8.4 UNITED FUND

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

8.5 ANNUITIES/403B/457/401K

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

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

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

IX PERSONNEL RECORDS

Only one official file shall be kept on a teacher. That file shall contain a record of all parties obtaining access to personally identifiable information. The record shall also contain the date and reason the file was accessed. The Board of Education reserves the right to exclude the following individuals: Board of Education, Superintendent, Directors, Human Resources Department, and Payroll Department. That file shall be located in the District Office.

The teacher's file will be open to the teacher. Upon the teacher's written request, said file will be available to a representative, i.e., Association representative, legal representative, etc.

In the event the teacher disagrees with an item to be placed in the official file, the teacher may appeal through the grievance procedure as outlined in Section VI.

X PROFESSIONAL RESPONSIBILITIES

10.1 ABSENCE FROM WORK

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

10.2 ADVERTISING IN SCHOOLS

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

10.3 CARE OF EQUIPMENT

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

10.4 CONFLICT OF INTEREST

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

10.5 GIFTS TO STAFF

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

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

10.6 LOADING OF BUSES

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

10.7 PERSONAL APPEARANCE AND DRESS

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

10.8 PLAN OF INSTRUCTION

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

10.9 PUBLIC RELATIONS

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

10.10 SOLICITATIONS BY STAFF

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

10.11 TEACHING HOURS

1. School Day. Teachers on regular contracts shall be at school each school day at least 30 minutes before and shall remain at least 30 minutes after their teaching duties begin and end. Regular contract teachers are to be available for individual preparation, joint planning, student and parent conferences and classroom assignments for at least eight hours each school day, or the equivalent hours for teachers on a partial contract. The actual time of routine arrival and departure shall be agreed upon by the teacher and the building administrator. Teachers may leave school during school day hours by making arrangements with the building administrator. As professionals, individual needs of teachers shall be considered by the building administrator on a day-to-day basis.
2. Preparation Time. Secondary teachers without a stipend for effective facility use, shall be provided a preparation period each school day. Elementary teachers, shall be provided a 2 1/2 hour block for preparation time each week, on Wednesday. Part time teachers shall be provided proportionate preparation time. No meeting shall interfere with preparation time unless agreed upon by the teacher. Teaching time with students shall not be increased because of teacher preparation time. Preparation time may include group and individual preparation and planning.

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

10.12 PICK UP & DELIVERY OF EQUIPMENT, FILM & SUPPLIES

Principals, teachers and district staff will work cooperatively in arranging for the pick up and

delivery of equipment, films and supplies.

Suggestions for providing this service are:

1. Pony Express (Monday and Thursday delivery only)
 - a. Instructional Services Department. Teachers can telephone or indicated through the District Home Page their request to the Instructional Services Department and have those items placed on the pony express for delivery and return. (Other arrangements should be made for the transporting of equipment.)
 - b. Other uses of Pony Express
 - 1) Communication from district office to school and from school to district office.
 - 2) Communications and mailings between the district schools.
 - 3) School principals will notify their staff of planned trips to the District office. I recommended that a bulletin board be available in the office where these planned trips can be posted. Teachers are encouraged to cooperate by posting their own planned trips on this board.
 - 4) High schools will continue to explore the use of Career and Technology Education vans and driver's education cars for pick-up and delivery of equipment, films and supplies. The person responsible for the scheduling of the vans should work cooperatively with Career and Technology Education teachers and the administrator responsible for class scheduling to provide adequate time for teachers to select their class supplies during the school day.

XI PROFESSIONAL RIGHTS

11.1 COMPLAINTS

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

Complaints regarding curriculum or teaching materials will be handled in the general manner

prescribed above. The process will begin with the immediate supervisor and the involved teacher(s).

11.2 ACADEMIC FREEDOM

All teachers have constitutional rights to be free from discriminatory, religious, racial, political and like measures.

All teachers shall be allowed the same academic freedom. Participation in an organization as a member or as an officer shall neither add nor detract from a teacher's rights or responsibilities.

Academic freedom must, as with any freedom, be freedom within limits. It is expected that teachers will subscribe to the philosophy and objectives of the District, and guide their professional activities in accord with District policies and philosophy.

11.3 ETHICS

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

Teachers who consistently violate ethical standards may be placed on probation or terminated through the proper procedures. The teacher and the Association will be notified of violations of these standards.

11.4 INVOLVEMENT OF PERSONNEL

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

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

11.5 POLITICAL ACTIVITY

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

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

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

Leave shall not exceed one full year of continuous absence.

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

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

11.6 PROFESSIONAL BEHAVIOR

Teachers are expected to devote the time necessary to meet their responsibilities. It is recommended that each teacher have uninterrupted planning time and at least a 30 minute (on average) lunch-break each day.

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

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

1. Devoting sufficient time to properly plan, carry out, and evaluate acceptable educational programs.
2. Honoring letters of intent and contract.
3. Participating in developing educational improvements in the district.
4. Participate in teacher training programs.
5. Be actively involved in sound public relations in support of school board policy.

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

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

1. Teachers shall not be required to collect money from students for non-educational programs. This responsibility should be assumed by the PTA and other volunteer groups.
2. Teachers shall not be required to transport students. Teachers may do so with permission of their principal or supervisor. Teachers shall not be required to pick up or deliver equipment or supplies.
3. Teachers who are required to travel as part of their regular assignment between schools shall be paid mileage at the established rate. This provision shall also apply to teachers

who are required to supervise students off campus as part of their regular teaching assignments.

4. Elementary teachers shall be relieved of recess duty except in an instructional capacity. Each teacher shall have a duty free recess period each day.
5. Teachers shall not be required to sponsor or participate in fund drives.
6. Students should be discouraged from soliciting contributions from teachers.

11.7 PROTECTION

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

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

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

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

Each school site will establish a committee comprised of teachers, parents, students, and an administrator to develop a safe school plan for the school site. This plan will be reviewed as outlines in the District Safe School Policy and section 14.3. An existing committee or council may be designated to perform this function. The plan will be consistent with the school's and district's student conduct policies. Annually, each school site committee will meet and review the safe school plan.

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

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

11.8 INDEMNIFICATION OF TEACHERS

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

XII RETIREMENT OF CAREER TEACHERS

12.1 DATE OF RETIREMENT

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

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

12.2 EARLY RETIREMENT

In order to be eligible for benefits, a teacher must begin employment in the Weber District ten years prior to their first year of early retirement benefits.

Teachers who complete thirty years of service under the Utah Retirement systems but have not attained the age of 61 shall also be eligible for early retirement under this policy.

Upon qualified retirement the teacher may choose between up to ten (10) years of Health and Accident base plan premium for an individual or up to seven (7) years of base plan premium for family coverage. This benefit will discontinue when the retiree becomes eligible to receive Medicare benefits.

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

A. Teachers who are eligible for benefits under this policy, by December 31 in the year they desire to retire and are eligible for retirement under the Utah State Retirement will be given the following scale of benefits:

Age 61 or before - 20% of final years salary for 4 years.

Age 62 - 17% of final years salary for 3 years.

Age 63 - 15% of final years salary for 2 years.

Age 64 - 13% of final years salary for 1 year.

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

No later than April 1st present to the Superintendent a statement of tentative intent to retire along with a request for the early retirement incentive.

On or before April 15th complete the retirement process by signing separation papers. If a

teacher retires before the age of 61 with 30 or more years of service they will receive 20% of their salary for 4 years.

Payment of these benefits will occur on October 1 of each year and will be paid into a Tax Shelter Annuity (TSA) account in the name of the employee as stipulated by an agreement between the teacher and the Human Resources Department.

B. Benefits of this early retirement incentive program provided by the district are independent of the Utah Retirement Systems.

12.3 UNUSED SICK LEAVE REIMBURSEMENT

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

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

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

XIII SCHOOL BOARD AND OTHER PERSONNEL

13.1 BOARD RELATIONS

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

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

13.2 CUSTODIAL RELATIONS

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

to the principal.

13.3 STAFF MEETINGS

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

13.4 WORK WITH SUPERVISORS

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

XIV STUDENT AND PARENT RELATIONS

14.1 ATTITUDE TOWARD TEACHERS

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

Teachers are encouraged to be informal when working in groups with other teachers and administrators; however, they should follow the intent and spirit of the preceding item when addressing professional associates in the presence of students.

14.2 CARE OF EQUIPMENT - STUDENTS

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

14.3 DISCIPLINE - STUDENTS

It is the duty of all teachers to cooperate with and assist the building administrator(s) in maintaining proper order at school and at school-related activities where students are under the supervision of school personnel.

Teachers shall keep order and discipline in their classes. Students shall be treated with fairness and justice, but teachers shall have the authority to take those measures within reason and within the limits of acceptable professional practice to maintain good order and discipline when students are under their jurisdiction. A student may be temporarily excluded from a class as provided in the District's Safe School policy and the individual school play by the teacher providing the teacher gives prompt notice to the principal and also providing that the teacher

follows due process procedures with the student. Local school administrators shall be involved in all exclusions from class. Most discipline problems should be handled in the classroom. District policy, rules and regulations of individual schools concerning discipline shall be enforced by teachers. These rules shall apply to teachers and students at all school sponsored activities. Individual schools shall establish and at least annually in-service the staff in the use of a written referral procedure for reporting the disciplinary problems from the teacher to the administration, and for reporting the action taken back to the teacher. A copy of the procedure shall be provided to each teacher. The school district shall establish a referral procedure for reporting disciplinary problems from the individual schools to the district office and for reporting the action taken back to the school and/or initiator of original referral. The school administrator will discuss the district discipline report with the appropriate teacher(s). If the teacher is not satisfied with the disposition of a student referral, the disposition may be grieved.

Teachers may use reasonable force as is necessary, pursuant to district policy and state law, to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, to maintain order, or to obtain possession of weapons or other dangerous objects controlled by the pupil or others. On a voluntary basis teachers may participate in district provided training on how to subdue assaultive pupils or others, how to defuse hostile situations and how to use conflict intervention skills. In the event that legal action is brought against a teacher for enforcing rules, keeping order and discipline, the full authority of the District is placed with the teacher. The teacher may request Board cooperation in the form of legal aid in preparing a defense. Whenever such action listed in this paragraph is brought against a teacher unless the teacher acted or failed to act due to gross negligence, fraud, malice, or criminal intent, the District shall be responsible for the teacher's defense and shall pay any judgment.

14.4 MOTIVATION - STUDENT

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

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

14.5 REPORTING INCIDENTS

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

14.6 REPORTS TO PARENTS

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

XV TERMINATION

15.1 SEPARATION OF PROVISIONAL TEACHERS

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

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

15.2 ORDERLY TERMINATION OF CAREER TEACHERS

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

DEFINITIONS:

1. "Contract term" or "term employment" means the period of time a teacher is engaged by the school district pursuant to a contract of employment, whether oral or written.
2. "Dismissal" or "termination" means:
 - a. Any termination of the status of employment of a teacher.
 - b. Failure to renew the employment contract of a teacher, who, pursuant to the employment practices of the District, has a reasonable expectation of continued employment in successive years.
 - c. Reduction in salary of a teacher not generally applied to all teachers of the same category, in the employ of the District during such teacher's contract term.
 - d. Change of assignment of a teacher with an accompanying reduction in pay, unless

such assignment change and salary reduction is agreed to in writing.

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

The orderly dismissal procedure adopted by the Weber District shall provide:

1. Right to fair hearing as provided in the district grievance policy.
2. If the district intends not to renew the contract of employment of a career teacher, notice of intention shall be given the individual. Said notice shall be issued at least 60 calendar days before the last contract day of the Career Teacher (June 30th). The notice in writing shall be served by personal delivery or by certified mail addressed to the individual's last known address. The notice shall be dated and contain a clear and concise statement that the individual's contract will not be renewed for an ensuing term and the reasons for the termination.
3. In the absence of timely notice, a career teacher 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. This provision shall not be construed to preclude the dismissal of a teacher during his contract term for cause.
4. At least 60 calendar_days prior to issuing notice of intent not to renew the contract of the individual, the teacher shall be informed of the fact that continued employment is in question and the reasons, therefore, and given an opportunity to correct the defects which precipitated possible non-renewal. The individual may be granted assistance in his efforts to make corrections of the deficiencies which may include informal conferences and the services of applicable school personnel within the district.
5. A written statement of causes (a) pursuant to which the contract of individuals may not be renewed, (b) pursuant to which the contract of each class of personnel may not be renewed, and (c) pursuant to which the contract of individuals may be otherwise terminated during the contract term.
6. In cases when the district intends to terminate a career teacher's contract during the contract term, the district shall give written notice of such intent to said individual. Said notice shall be given in writing by personal delivery or by certified mail, addressed to the individual's last known address. Said notice shall be given at least 30 working days prior to the proposed date of termination. It shall state the date of termination and the detailed reason for such termination
7. Notices of intention not to renew the contract of employment of an individual or of intention to terminate his contract during its term shall advise the individual that he may request an informal conference before the Board or such personnel as provided in the grievance procedure.
8. That the orderly dismissal procedure pursuant to which a contract is terminated during its term may include provisions pursuant to which the active service of the individual may be suspended pending a hearing, which hearing will be held within ten (10) working days when it appears that the continued employment of the individual may be harmful to students or to the district. Such suspension may be with pay and employment benefits

- until results of hearing are determined.
9. Written notice of suspension or final termination including findings of fact made by the District when such suspension or termination is for cause.
 10. At all hearings, after due notice and on demand of the teacher, the teacher may be represented by counsel, produce witnesses, hear testimony and cross-examine witnesses and examine documentary evidence. Hearings may be held before the Board. The hearing before the Board will be final.
 11. Nothing herein shall be construed to limit the right of either the District or the teacher to appeal to an appropriate court of law. .

15.3 CORRECTIVE ACTIONS

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

Corrective actions involving a teacher may include the following in any order:

Verbal notice may be issued by supervisors.

Written warning may be issued by supervisors

Written reprimand may be issued by supervisors.

Probation as provided in this agreement.

Suspension with pay.

Suspension without pay for a specific number of days.

Dismissal as provided in Section XV of the Teachers’ Professional Agreement.

If a teacher who has been suspended without pay is ultimately reinstated to employment, the District shall compensate the teacher’s lost pay and benefits.

Notice of corrective action: The teacher shall be notified of the nature of the corrective action, the reasons therefore, and the actions needed to resolve the problem. Teachers subject to corrective action have the right to have a representative of their choice in any meeting or conference with respect to the corrective action.

15.4 SEPARATION OF PERSONNEL

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

All notices of termination by either the teacher or school district must be in writing.

15.5 INVESTIGATIVE ACTIONS

The District has the right to suspend teachers on a temporary basis while expeditiously investigating complaints against the teacher.

15.6

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

1. declining student enrollments in the district;
2. the discontinuance or substantial reduction of a particular service or program;
3. the shortage of anticipated revenue after the budget has been adopted; or
4. school consolidation.

XVI TEACHER TRANSFERS

Seniority shall be determined as defined in 1.2.12.

When two or more teachers share a full time position, they shall be considered as a full time teacher with the seniority of the most senior teacher.

In all adjustments to the staffing of a given grade or subject, voluntary transfers shall be encouraged. If no volunteers wish to transfer, the transfer will move the fewest number of teachers, and the least senior teacher(s) from the grade or subject as outlined below.

Consideration may be given to transfers within the school before transfers are made from other schools.

16.1 INVOLUNTARY

1. When involuntary transfers are necessary, teachers should be transferred to a position consistent with their academic training and school experience or for positions for which the teacher is/or may be engaged in training, providing that proper state authorization can be obtained. Any possible reduction in salary will be as identified in the Orderly Termination Policy.
2. Involuntary transfers will be made under the following conditions:
 - a. Reduction of students.
 - b. Discontinuance of a program.
 - c. To fill positions that cannot be accommodated by existing staff.
 - d. When such transfer is made for the best interest of the students of the Weber School District.
3. The teacher 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. Teachers may not be transferred for having filed a concern or a grievance, or having been an interested party in a concern or a grievance against an administrator of the district.
4. The teacher's certification, endorsements, extra duty assignments, special abilities, length 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.

16.2 VOLUNTARY

1. A teacher in the Weber School District may apply for a transfer/vacancy in the district at any time during the school year.

2. When vacancies occur, a notification of vacancy will be posted in each school or on the district web site and a copy sent to the Association. Notification shall include a complete job description a minimum time frame during which the vacancy is open, and the credentials and qualifications necessary to meet the requirements of the position. Vacancies will not be filled prior to the minimum time frame of the opening.
3. Applications for transfer within a given school should be submitted to the principal of that school, who in turn will consult with the appropriate director. Teachers applying for a transfer to an assignment in another school shall first notify their principal. Teachers may supply material or information pertinent to the position.
4. Teachers who desire transfers have the responsibility to make known their request for transfer to the appropriate administrative personnel and the follow up on the personal contacts with principals or other personnel.
5. The teacher's certification, endorsements, extra duty assignments, special abilities, quality of teaching performance and length of service in the District and previous involuntary transfer(s) shall be the primary factors in determining transfer or re-assignment. It shall be the intent of the Weber School District for curricular needs to take precedence in filling vacancies within the District. Qualifications being substantially equal, seniority in the District shall take precedence.

XVII EXCEPTIONS

17.1 GENERAL STATEMENT

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

Sabbatical Leave does not apply to nurses.

17.2 EXTRA CURRICULAR ASSIGNMENTS

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

17.3 EXTRA CURRICULAR SALARY EXPERIENCE CREDIT

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

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

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

Extra Curricular Compensation

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

High School	%	sports	Assistants
Sport A	0.750%	Football	6
Sport B	0.645%	Basketball	2
		Wrestling	1
Sport C	0.475%	Track	1.5
Sport D	0.425%	Baseball	1
		Soccer	1
		Volleyball	2
		Softball	1
		Swimming	0.5
Sport E	0.250%	X country	0
sport F	0.200%	Golf	0
		Tennis	0

Assistant coaches / advisors 60% of head coach / advisor salary
 HS Football .006% of base salary per extra game
 Post season All Sports .0015% of base salary per extra game

High School	%	Program	Assistants
FA 1	0.550%	Band	1
		St. Government	0
		Choral	0
		Drill Team	1
		Cheer	1
FA 2	0.325%	Marching Band / color guard	1
FA 3	0.350%	Drama	0
		Full Length Play	1
FA 4	0.480%	Musical	3
FA 6	0.250%	Yearbook	0

		Debate	1
FA 7	0.180%	Orchestra	0
		Dance	0

Assistant Advisors 60% of head advisor Salary

Jr. High	%	sports	Assistants
Sport A	0.400%	Football	2
Sport B	0.350%	Basketball	1
Sport D	0.310%	Track	1
		Baseball	1
		Soccer	2
		Volleyball	1
		Softball	
		NAL	

Assistant Advisors 60% of head advisor Salary

Post season All Sports .0015% of base salary per extra game

Junior High	%	Program	Assistants
FA 1	0.180%	Cheerleader	0
FA 2	0.150%	Year book	0
FA 3	0.120%	Band	
		Student Government	
		Choral	
		Orchestra	
FA 3	0.265%	Drama---Musical	1
	-		
	0.135%	OR 3 act play	
FA 5	0.005%	Pep Club (9)	

Assistant Advisors 60% of head advisor Salary

3.0

INDEX

Absence from work.....	28
Academic Freedom.....	31
Adoption, see parental leave.....	14
Advertising in Schools.....	28
Annuities, 403B, 457, 401K, deduction of.....	27
Appearance and Dress.....	29
Assignment of Professional Personnel.....	20
Association President.....	10
Association Rights.....	9
Attitude Toward Teachers (student).....	36
Band & Choral Point Index	
Junior High.....	44
Senior High.....	43
Benefits.....	11
Bereavement Leave.....	13
Board Relations.....	35
Care of Equipment:	
Teachers.....	28
Students.....	36
Career Teacher Evaluations.....	22
Career and Technology Education Certification.....	19
Career and Technology Education Placement.....	19
Certification Requirements.....	20
Cheerleader Point Index	
Junior High.....	44
Senior High.....	43
Choral Point Index	
Junior High.....	44
Senior High.....	43
Complaints.....	30
Conflict of Interest.....	28
Corrective Actions.....	40
Credit Union Deductions.....	26
Custodial Relations.....	35
Dance Choreography.....	43
Debate Point Index (Sr. High).....	43
Definitions:	
Association.....	8
Career Teachers.....	8
Days.....	8
District.....	8
Part-time Teacher.....	8
Provisional Teacher.....	8
School Year.....	8
Seniority.....	8
Specially Funded Program Teachers.....	8
Teachers.....	8
Temporary Teachers.....	8

Discipline, student.....	36
Drama & Music Point Index	
Junior High.....	44
Senior High.....	43
Dues, Association.....	10
Early Retirement.....	34
Elementary Preparation Time.....	29
Emergency Leave.....	13
Employment and Certification.....	20
Equipment, care of:	
teachers.....	28
students.....	36
pick-up/delivery of.....	30
Ethics.....	31
Evaluation of Provisional Teachers.....	23
Evaluation Procedure.....	22
Exceptions:	
General Statement.....	42
Exclusive Privileges, Association.....	9
Experience Credit.....	21
Extra Curricular Salary Experience Credit.....	42
Extra-Curricular Salary Index:	
Junior High.....	42
Senior High.....	42
Other Extra-Curr Jr. High.....	44
Other Extra-Curr Sr. High.....	43
Family and Medical Leave Act.....	18
Films, pick-up/delivery of.....	30
Flexible Spending/Dependent Child Care.....	12
Gifts to staff.....	28
Goals:	
Equal Opportunity Employment.....	7
General.....	7
Personnel Goals.....	7
Grievance:	
Definitions.....	24
General Provisions.....	25
Procedures.....	24
Provisions.....	25
Purposes.....	24
Health and Accident Insurance.....	11
Health Examination.....	21
Hourly Rate Schedule.....	42
Indemnification, Association.....	10
Indemnification, Teachers.....	33
Index Point Value Schedule.....	42
Industrial Experience Credit.....	19
Inservice Credit, lane change.....	18
Insurance, deduction of.....	26
Insurance:	

Health and Accident.....	11
Long-Term Disability	12
Enrollment & Changes.....	12
Term Life	12
Investigative Actions	41
Involvement of Personnel	31
Junior High Index Schedule.....	44
Kindergarten Schedule,(for planning time.....	30
Lane Changes.....	18
Leave Provisions:	
Bereavement	13
Emergency	13
Illness	14
Military Leave.....	17
Parental	14
Personal Leave	16
Professional.....	9
Sabbatical.....	16
Sick Leave Notification	15
Leave Without Pay.....	14
Leave Without Pay.....	15
Life Insurance:	
Term.....	12
Personal.....	26
Loading of Buses	28
Long-Term Disability Insurance.....	12
Marching Point Index (Sr. High.....	43
Medical Insurance	11
Military Leave.....	17
Motivation, student	37
Musical Point Index (Sr. High).....	43
National Board Certification.....	19
Negotiations	26
Non-School Employment.....	21
Notice of Termination.....	38
Open Enrollment, insurance.....	11
Orchestra Point Index	43
Parent/Student Relations	36
Parental Leave.....	14
Payroll/Salary Deductions:	
Annuities	27
Credit Union.....	26
Insurance	26
Salary	26
United Fund	27
Pep Club Point Index (Jr. High).....	46
Period of Employment	22
Personal Appearance and Dress.....	29
Personal Leave	16
Personnel Goals	7

Personnel Records.....	27
Pick-up/Delivery of Equipment	30
Plan of Instruction.....	29
Political Activity	31
Preparation Time.....	29
Privileges, Exclusive–association	9
Probation	23
Professional:	
Behavior	32
Leave, Association	9
Responsibilities	28
Rights	30
Protection	33
Public Relations	29
Recognition, Association	9
Recruitment and Selection	21
Remediation	23
Reporting Incidents.....	38
Reports to Parents	38
Retirement of Career Teachers	
Date of Retirement.....	34
Early Retirement	34
Unused Sick Leave Reimbursement	35
Sabbatical Leave	16
Salary Schedule.....	50
Salary Schedule and Supplemental Pay	18
Salary, deduction of	26
School Board and Other Personnel	35
Senior High Index Schedule	42-44
Seniority.....	41
Separation of Personnel	40
Separation of Provisional Teachers	38
Sick Leave.....	14
Sick Leave Notification	14
Sick Leave, unused-reimbursement upon retirement.....	35
Solicitations by Staff.....	29
Staff Meetings	36
Student Government Point Index	
Junior High.....	43
Senior High	44
Student/Parent Relations	43
Substitutes, arrangements for.....	28
Summer Schl./Curr. Dev. Salary Schedule.....	51
Supplemental Income.....	18
Supplies, pick-up/delivery of	30
Teacher Transfers:	
Involuntary	41
Voluntary	41
Teaching Hours & Preparation Time	29
Term Life Insurance.....	12

Termination:	
Separation of Provisional Teachers	38
Orderly Termination of Career Teachers	38
Separation of Personnel	40
Transfers:	
Involuntary	41
Voluntary	41
Uncertified Teachers, position on	20
United Fund, deduction of	27
Unused Sick Leave Reimbursement	35
Waiver of Contract Provisions.....	10
Work with Supervisors	36
Working Hours.....	29
Workshop and Hourly Rate	18
Yearbook Point Index	
Junior High.....	43
Senior High	43
Years Experience Credit	21

5/4/11

**WEBER SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
182 DAYS
2011-2012**

STEP	LANE 1 BS	LANE 2 BS+55 Qtr. BS+36 Sem.	LANE 3 MS	LANE 4 MS+45 Qtr. MS+30 Sem.	LANE 5 PHD
1	34,658	35,720	39,136	39,787	40,752
2	35,265	36,349	39,832	40,495	41,480
3	35,730	36,924	40,489	41,133	42,093
4	36,150	37,316	40,938	41,565	42,500
5	37,404	38,581	42,362	42,981	43,913
6	38,709	39,895	43,840	44,451	45,379
7	40,069	41,260	45,378	45,980	46,891
8	41,482	42,676	46,969	47,565	48,467
9	42,957	44,148	48,622	49,206	50,106
10	44,477	45,674	50,343	50,920	51,786
11	46,069	47,255	52,127	52,691	53,544
12	47,721	48,894	53,990	54,531	55,365
13	49,432	50,617	55,917	56,444	57,275
17	51,225	52,271	57,605	58,151	58,983
20	52,384	53,999	59,381	59,920	60,757
25		55,591	61,197	61,757	62,619

*Teachers who are National Board Certified and have a level 3 teaching license will receive a \$756.00 stipend

This salary schedule is based on the state minimum school year of at least 990 instructional hours and Weber School District's 182 contract days. If the Weber School District Board determines it is necessary to reduce the number of school days or work days, then the amount payable to the employees under this schedule will be reduced by the following formula:

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

7/1/2011

**WEBER SCHOOL DISTRICT
SUMMER SCHOOL, MAKE UP CLASS, & CURRICULUM DEVELOPMENT
2011-2012 SCHOOL YEAR**

<u>SCHEDULE</u>	<u>HOURLY RATE</u>
A (Step 1 - 3)	17.30
B (Step 4 - 7)	18.12
C (Step 8 - 10)	18.92
D (Step 11 - 20)	19.72

Driver Education: Behind the wheel driving - \$20.19/Hour
Theory classroom teaching - \$29.59/Hour

Mileage allowance \$.505/mile

