



**OGDEN CITY
SCHOOLS**

PMS 540
PMS 543

**PROFESSIONAL AGREEMENT BETWEEN THE OGDEN SCHOOL DISTRICT
AND THE BARGAINING AGENT
FOR TEACHERS AND NURSES**

Revised as of July 1, 2009

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1-00 GENERAL AGREEMENTS

1-10 RECOGNITION OF AGREEMENTS

1996, 2007

This document represents the agreements produced by the Board of Education of Ogden City, Utah and the collective bargaining agent for the licensed staff. Contractual agreements in the Professional Agreement between the Ogden School District and the teachers and nurses will be changed only through the negotiating process between the Board of Education and the bargaining agent, and will expire on July 31, unless negotiations are completed for the following year.

This agreement will be updated every year with the final document placed on the Human Resources web site (www.ogdensd.org).

The Board of Education and the bargaining agent agree to negotiate in good faith after the agreement expires.

1-15 WAIVER OF CONTRACT PROVISIONS

2007

It is the policy of the Ogden City School District that district and school management will involve collaborative decision making. Any aspect of a collaborative decision making arrangement contrary to the terms of this agreement, will not be implemented unless a waiver is obtained from the bargaining agent and the school board. The waiver must be in writing, and must specify the nature and duration of the waiver. The superintendent, building principals, and other administrators will comply with any reasonable request from the bargaining agent for information regarding a collaborative decision making arrangement.

1-21 THE BARGAINING AGENT

2007

The Board of Education of Ogden City agrees to work closely with the representatives of the bargaining agent in matters of professional personnel concerns and to negotiate matters relating to hours, wages, and conditions of employment.

1-22 BOARD RIGHTS

2007

The bargaining agent recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school corporation both to the fullest extent authorized by law and in any manner or decision it shall deem appropriate limited only by that which is inconsistent with law or violative of the provisions of this agreement.

1-30 NEGOTIATIONS

1997, 2007

- (1) Negotiation sessions will alternate between a place selected by the bargaining agent and the school district office unless

otherwise agreed upon by both parties.

- (2) When sessions are scheduled during the school day the bargaining agent team members will be released from regular duties without loss of pay. On such occasions the bargaining agent team members shall not be required to render payment for substitute services.
- (3) All proposals must be presented in writing no later than the second formal negotiation session. Thereafter, new items or proposals will only be considered upon mutual consent.
- (4) When tentative agreements are reached on each item, they will be put in writing, signed, and dated by both parties. Each party will then take all the items agreed upon to their respective boards for approval.
- (5) The Ogden City School District Board of Education and the collective bargaining agent agree to negotiate in good faith. During the negotiations the Board team and bargaining agent team for licensed employees will present relevant data, exchange points of view, discuss proposals and make counter proposals until, through mutual consent, agreement on an issue is reached.
- (6) Either party may, if so desired, utilize the services of outside consultants and may call upon professional and lay representation to assist in the negotiations.

1-50 RECOGNITION

1996, 2007

- (1) It is agreed that for the purposes of collective bargaining the Ogden City School Board agrees to negotiate with the bargaining agent holding a majority (50% + 1) of the member of the Licensed Employee group
- (2) Verification of Representation

Recognition, once effective as to the unit described above, shall be effective during each year of the term of this continuing contract, or any renewal thereof. If good cause exists to believe that a majority (50% + 1) of the members of the unit have not designated or selected the bargaining agent, the Board may make written request for verification of representation and shall be furnished such information by the bargaining agent within 90 days. Verification of representation shall be furnished with satisfactory evidence of such designation or selection by such majority, failing which the bargaining agent shall not be recognized as the representative.

- (3) Recognition of the Right to Grievance

Any individual teacher or group of teachers shall have the right, at any time, to present grievances to the Board as defined in 2-60 (a). The bargaining agent may likewise present grievances to the Board concerning conditions of its members as long as it has the written consent and agreement of the employee(s) involved that the grievance be filed. A copy of the consent must accompany the grievance. No licensed employee shall suffer any manner of reprisal by the district administrative staff, building administrative staff, or by the Ogden City Board of Education for engaging in lawful activities, filing grievances, or for exercising the rights granted to citizens by the U. S. Constitution.

1-60 EDUCATION EMPLOYEE ASSOCIATION RIGHTS

1996, 2007

(1) Use of Buildings

Any education employee association with two or more members 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. The collective bargaining agent may transact its business in the schools at reasonable times, provided that such action does not interrupt normal school operations.

(2) Use of Facilities

Any education employee association with two or more members may place notices, circulars and other material on designated bulletin boards and in teachers' mailboxes. Authorized representatives of all education employee associations will assume responsibility for the depositing and distributing of material from such associations. When appropriate, such materials shall be signed by the education employee association representative to verify the official nature of the material to be posted, displayed or placed in teachers' mailboxes.

(3) Committee Assignments

Any education employee association with two or more members may submit five names to the Superintendent or their designee for committee selection. The Ogden City Board of Education and the collective bargaining agent recognize that some district committees (e.g. calendar) will require equal representation of all concerned parties (administrators, classified, teachers, patrons, students, etc.).

(4) Teacher Orientation

Any education employee association with two or more members

may be involved in orientation programs of new teachers.

(5) Teacher Facilities

The Board will maintain a telephone with a separate line in each faculty room or other private location chosen by the building administrator in consultation with the faculty, for the personal and private use of the professional teaching staff.

It is the intent of the Ogden City School District to provide, and make available to the professional teaching staff, a faculty room in each school building. As funds become available faculty room spaces will be improved to provide a safe and pleasant environment in which the professional teaching staff, and their guests, may eat lunch and conduct other faculty functions.

(6) Visitation of Teachers at School Buildings

Only district approved individuals may visit school buildings to conduct business or consult with teachers. Classes will not be interrupted except in cases of emergency.

(7) Bargaining Agent

The bargaining agent for the licensed employee group will be the education employee association holding a majority (50% + 1) of the members of the licensed employee group.

1-70 RELEASED TIME

2003, 2007

An amount of \$2,000 will be allocated for the payment of substitutes for educators to attend conferences for education employee association (more than two members) workshops or related programs during the school year.

The designated leader of the collective bargaining agent, after approval of the Superintendent, will receive release time of up to thirty (30) school days.

2-00 CONDITIONS OF EMPLOYMENT

1999/2004

2-10 APPOINTMENT AND TENURE

2007/2008/2009

It shall be the policy and practice of the Board of Education to accept applications for employment from all interested people and to appoint the person considered best qualified in the light of all circumstances to a particular position.

The appointment of regular employees of the Ogden City School District shall be made initially by the Board of Education upon

recommendation of the Superintendent. Anyone so appointed shall continue in regular service until retired or terminated as provided hereafter. Exceptions to this policy will be jointly agreed upon by the Superintendent and the bargaining agent. Salary notification shall not be made until after completion of negotiations.

Exceptions to the above statement of tenure may be made by offering an appointment for a specified period of time when the best interest of the District and the applicant would justify such a limitation. Continuance in service thereafter would depend upon satisfactory evaluations of service performed. Permanent tenure shall be extended to teachers after three consecutive years of at least half-time employment with satisfactory, provisional service in the Ogden City School District. Employees hired from the beginning of the contract year to January 13th of any given school year will be given a full year's credit towards tenure. Employees hired from January 14th through the end of the contract year of any given school year will not receive a year's credit for tenured status. Interns shall be employed on an annual basis, without guarantee of continued employment; however, employment may be offered thereafter as vacancies materialize.

Employees who have left the profession on a physical disability may apply to be reinstated at the same level at which they left. Their acceptance for re-employment will depend on the following conditions:

- (1) They must be medically certified that they are capable of performing the duties required of their assignment.
- (2) Their employee evaluation records demonstrate that they are professional, competent employees.

Under what they consider emergency conditions, the Superintendent is authorized to make temporary appointments of employees to continue until the Board of Education, at its first opportunity, approves or disapproves such appointments on a permanent basis.

2-11 CORRECTIVE DISCIPLINE

2007

The District and the bargaining agent agree to the terms of the "Ogden District Corrective Discipline Manual" for teacher discipline. This manual has been agreed to by the District and the bargaining agent. Any changes to the manual must be mutually agreed to and signed by the District and the bargaining agent before said changes can take effect.

Any licensed employee subject to discipline under this section may grieve the substance and/or procedure by invoking the Grievance Procedure section 2-60.

2-16 TEACHER REMEDIATION PLAN FOR INSTRUCTIONAL DEFICIENCY

1997, 2005, 2007,2009

1. The principal is responsible for the design and implementation of the teacher remediation plan.
2. The principal will establish the remediation plan with the teacher in question, a designated Instructional coach(s), and any other representative(s) requested by the teacher in question. This plan will include a written definition of the areas of concern, objectives to be met, and timeline for meeting objectives. The principal may elect to utilize any or all of the suggestions listed in item number five (5) below. The principal must follow the steps prescribed in sections 5-10 and 5-15 in regards to evaluation of certificated personnel.
3. Teachers have the right to be represented by the bargaining agent.
4. The principal will appoint a building mentor for the teacher needing remediation. Funds will be provided to pay the mentor.
5. The remediation plan may include the following elements:
 - a. Instructional coach assistance (see 5-5 for definition of Teacher Leader)
 - b. Consultation with building mentor
 - c. Visitation and observation in the classroom(s)
 - d. Timeline for meeting objectives for remediation
 - e. Other in-service
6. Principals may call upon the district to assist in writing the improvement plan and/or to provide an outside evaluation.
7. The principal is responsible for evaluating the success of the remediation plan as prescribed by section 5-10 and 5-15.

2-20 ORDERLY TERMINATION

1999/2008/2009

The Ogden Board of Education and the bargaining agent accepts the requirements and provisions of the Utah Orderly School Termination Procedures Act (UCA 53-51-1), and adopts the following orderly termination procedures in regard to standards of due process and cause for termination.

A. Definitions

- (1) "Contract term" or "term of employment" means the period of time a licensed employee is engaged by the school district pursuant to a contract of employment whether oral or written.
- (2) "Career employee" means an employee of a school district who has obtained a reasonable expectation of continued employment

based upon Section 53A-8-106 and an agreement with the employee or the employee's bargaining agent, district, practice, or policy.

- (3) "Provisional employee" means an individual, other than a career employee, who is in his/her first, second or third year in the district, or who has worked less than a half-time contract for three consecutive years, and who has no expectation of continued employment.
 - (4) "Temporary employee" means an individual who is in an assignment less than 50% (.5 FTE) or as defined by state law and who has no expectation of continued employment.
 - (5) "Educator" or "teacher" means all teaching and professional personnel of a school district who hold positions requiring certification and valid certificates issued to them by the State Board of Education or individuals covered by the Negotiated Agreement for Teacher and Nurses.
 - (6) "At will employee" means an individual who has no expectation of continued employment and may be in a seasonal, temporary, adult education, or limited short-term position that is not covered by this negotiated agreement. Any employee working without a valid Level 1, Level 2, or Level 3 license will be considered temporary.
 - (6) "Dismissal" or "termination" means:
 - (a) Any termination of the status of employment of an educator.
 - (b) Failure to renew or continue the employment contract of a career educator beyond the then current year.
 - (c) Reduction in salary of an educator not generally applied to all educators of the same category employed by the school district during such educator's contract term.
 - (d) Change of assignment of an educator with an accompanying reduction in pay, unless such assignment change and salary reduction is agreed to in writing.
- B. The Board of Education, by contract with its educators or their bargaining agent, hereby establishes procedures for termination of career educators in an orderly manner without discrimination:
- (1) Right to a fair hearing as provided in the district grievance policy.
 - (2) A written statement of causes (a) pursuant to which the

contract of career employees 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 shall be available to all employees.

- (3) If the district intends not to renew or continue the contract of employment of an individual entitled to employment in succeeding years according to district personnel program, notice of such intention shall be given the individual. Said notice shall be issued at least 60 calendar days before the end of the contract term of the individual, e.g., the school year. 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.
- (4) If the district intends to terminate a contract during its term or discontinue a career employee's contract beyond the then current school year for reasons of unsatisfactory performance, the unsatisfactory performance must be documented in at least two evaluations conducted at any time within the preceding three years in accordance with district policies or practices as per state law.
- (5) By February 1, prior to issuing notice of intent not to renew the contract of the career employee, the educator shall be informed, in writing, 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/her efforts to make correction of the deficiencies, which may include informal conferences and the services of applicable school personnel within the district.
- (6) In cases when the district intends to terminate a career employee's contract during his/her contract term, the district shall give written notice of such intent to said individual. Said notice shall be given in writing, served by personal delivery or by certified mail addressed to the individual's last known address. Said notice shall be given at least 20 days prior to the proposed date of termination. It shall state the date of termination and the detailed reasons for such termination.
- (7) _ Notice of intention not to renew the contract of employment of a career employee or of intention to terminate his/her contract during its term shall advise the individual that he/she may request an informal conference before the Board or such personnel as provided in the district grievance

procedure.

- (8) In the absence of timely notice [re: sub-paragraph (3)], a career employee 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 an employee during his/her contract term for cause.
- (9) The active service of the individual may be suspended pending a hearing when it appears that the continued employment of the individual may be harmful to students or to the district. Such suspension shall be with pay and employment benefits when the decision rendered is in favor of the educator.
- (10) Written notice of suspension or final termination, including findings of fact, shall be made by the Board when such suspension or termination is for cause.
- (11) No career employee may be terminated unless the appropriate steps have been taken as outlined in the "Ogden District Corrective Discipline Manual".

C. The Board of Education, by contract with its educators or their bargaining agent, hereby establishes procedures for termination of provisional educators in an orderly manner without discrimination:

- (1) Right to a fair hearing as provided in the district grievance policy.
- (2) A district shall notify a provisional employee at least 60 calendar days before the end of the school year if the employee will not be offered a contract for a subsequent term of employment.
- (3) In the absence of timely notice [re: sub-paragraph (2)], a provisional employee 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 an employee during his contract term for cause.
- (4) If a provisional employee who is under order of remediation in one assignment is transferred or given a new assignment in the district, the order shall stand until its provisions are satisfied.

D. At all hearings, after due notice and on demand of the educator, he/she may be represented by counsel, produce witnesses, hear the testimony against him/her, and cross-examine witnesses and examine

documentary evidence. The Board may appoint and hear the recommendations of a hearing officer.

- E. Nothing in this policy shall be construed to preclude staff reduction when necessary to reduce the number of teachers as per 2-70 and 2-75 of this contract.
- F. An employee who is given extra duty assignments in addition to a primary assignment, such as a teacher who also serves as a coach or activity advisor, is a temporary employee in those extra duty assignments and may not acquire career status beyond the primary assignment.

2-30 EMPLOYMENT REQUIREMENTS

2-31 GENERAL

The acceptance of employment by any employee indicates agreement to serve in the position for which employed during the time specified by the adopted, appropriate calendars, in the place or places appointed by the Board of Education; to perform faithfully the duties assigned to the best of his/her ability, under the control, direction, and guidance of the Superintendent, and subject to all rules and regulations of the Board as they now exist or as they may be modified from time to time; and to meet all appointments and attend such meetings as may be arranged by the Superintendent or members of his staff, including principals.

2-32 LICENSURE OF PROFESSIONAL PERSONNEL

2007

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

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

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

2-33 PHYSICAL EXAMINATION

At any time upon request of the Board of Education, an employee

shall furnish a certificate from a doctor of medicine, showing physical condition of the employee.

2-34 FILING OF CREDENTIALS/LANE CHANGE

1999, 2007

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

- (1) State License - on or before the beginning of school (see "Change in Salary Status" under the Payroll Procedures.)
- (2) Transcript of Credits - due with application
- (3) Application for placement on the salary schedule - anytime during the year.
- (4) Verification of previous experience determining placement on the teacher's salary schedule must be completed and turned in to Human Resource Services within 90 calendar days of employment.
- (5) Verification of all factors determining placement on the teacher's salary schedule - verification will be done by the Human Resource Services Director in conjunction with the lead bargaining agent.
- (5) All official documentation supporting the request to change placement on the salary schedule must be received in the Human Resource Service Office no later than the last working day of any month in order for consideration of lane change credit for the next month's salary.

2-35 TIME SCHEDULE

2007, 2009

Regular working days and hours for employees shall be those scheduled in applicable calendars that may be developed by a committee of the administration, licensed employees selected by the Superintendent, other employees and parents, and approved by the Board of Education.

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

Students not in some scheduled program that are in the building before or after teachers are required to be present, shall be supervised by administratively assigned employees. Teachers who are

required to perform hall duty before or after regular school hours shall be compensated under Section 3-20, "Extended Services" guidelines.

2-36 ABSENCE

2008

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

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

2-37 SUBSTITUTES

1998, 2007, 2008

The Board of Education under provisions of the Professional Personnel Handbook will furnish substitutes when teachers are absent under the Professional Personnel Handbook agreement including 4-10, 4-20, 4-30, and 4-40 or when teachers are excused by the principal or district administration. If a substitute cannot be found, all efforts will be made by the school administration to utilize personnel other than teachers or other employees covered by this Handbook to cover the absence. In the case where a substitute cannot be found and a teacher or other employee covered by this Handbook covers the absence of another teacher, compensatory time will be given as follows:

- a) All administrative requests to cover classes must be done in writing using the district coverage sheet form. The office and the teacher covering the class must be given a copy of the coverage sheet.
- b) Each school will submit to the Human Recourse Office a copy of the issued coverage sheet for record of the times teachers or other employees covered by this Handbook cover classes due to the absence of another teacher.
- c) A secondary teacher or other employee covered by this Handbook will receive coverage time credit based upon the percentage a period is in relation to the number of classes at the specific school.
- d) An elementary teacher or other employee covered by this Handbook will receive coverage time credit for the amount of time they cover a portion (at least $\frac{1}{4}$ of the students

in the class) of another teacher's class. One full day is equivalent to six (6) hours.

- e) Once a teacher or other employee covered by this Handbook has accumulated an amount of time equal to the time requested, the teacher or other employee covered by this Handbook may take compensatory time without penalty for the cost of a substitute. Accumulated compensatory time has no expiration date.
- f) Compensatory time may be granted before and after a holiday at the discretion of the principal, providing teachers have made every effort to make arrangements at least five days prior to the requested absence. If an employee disagrees with the decision of a principal, they may make written request for reconsideration to the Director of Human Resource Services. Requests for consideration must be initiated prior to the requested day of compensatory time. The employee will be contacted by the Director as to the decision prior to the day requested for compensatory time unless the initial request is done less than two days prior to the requested day.
- g) Compensatory time will not be utilized on the first or last day of school for students.
- h) The teacher who is absent shall have their time off recorded in terms of the appropriate leave category.

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

Teachers will not be excused except for reasons spelled out in the Professional Agreement.

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

2-38 FACULTY MEETINGS

Building administrators may hold approximately 20 forty-five minute faculty meetings per year. Administrators should not feel

compelled to hold meetings unless there is a pressing need. Faculty meetings held before school may start no sooner than 50 minutes before instructional time begins, and must end five minutes before instructional time begins. Faculty meetings held after school may begin no later than 10 minutes after instructional time ends and end 55 minutes after instructional time. Teachers may leave work immediately following the conclusion of faculty meeting time.

Every attempt will be made by building administrators to communicate with faculty members through written memo.

2-40 TEACHER DESIGNATION

2007/2008

The term teacher shall mean all licensed contract personnel employed by the District paid on the teachers' salary schedule and/or other schedules negotiated by the bargaining agent. It shall include, but not be limited to, the following: classroom teachers, counselors, media specialists, title teachers, speech therapists, speech language technicians, occupational/physical therapists, nurses, bilingual teachers, resource teachers, special education teachers, and special needs teachers.

Principals, assistant principals, clerical workers, building and ground workers, administrative assistants, assistant superintendents, and superintendents and other district administrative personnel are not considered in the above definition.

2-50 TEACHER ASSIGNMENTS

1996, 2004, 2007

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

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

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

2-60 GRIEVANCE PROCEDURES

1996/97/99/2007/2008

(a) Grievance

A grievance is a complaint by an employee or group of employees in the District that there has been a violation, a

misinterpretation, or inequitable application of any provision in the *Professional Agreement* or other written agreements relating to the terms and conditions of their employment. A grievance is not a complaint by one employee against another employee of the same employment status.

(b) Purpose

The purpose of the grievance procedure is to resolve employee dissatisfaction informally, promptly, and equitably at the lowest supervisory level with the efforts of both employee and supervisor being directed toward that objective.

(c) Representation

The complainant or other parties involved are entitled to personal representation at any level of the grievance procedure. The bargaining agent may represent the employee or group of employees in the grievance. The District and the bargaining agent will cooperate in the investigation of any concern.

(d) Recognition

No complaint will be recognized as a grievance unless said complaint is presented in written form. The grievance may be signed by the individual employee, groups of employees or a bargaining agent on behalf of an employee or a group of employees, provided that written consent has been given to the bargaining agent to act in their behalf. A copy of the written consent will be kept on file by the bargaining agent and will be available at any time to the District for verification.

1. Step 1 - Informal Discussion

- a. Should an employee believe that there is a basis for a grievance, he/she shall discuss the grievance with their immediate supervisor with the objective of resolving the matter. To initiate the grievance process, the employee must inform the supervisors that the complaint is a grievance. The grievance shall be initiated no later than twenty (20) working days following knowledge of the event or action being grieved. Proceeding should be kept as informal and confidential as may be appropriate for determination.

2. Step 2 - Written Grievance

- a. If, after the required informal discussion with

the supervisor a grievance still exists, the employee shall submit to the Director of Human Resource Services the grievance in a written statement explaining the grievance and remedy desired with the objective of resolving the matter. The written statement shall be submitted no later than twenty (20) working days following knowledge of the event or action grieved, be identified as a grievance, be dated and signed by the grievant.

- b. Within ten (10) working days, the Director of Human Resource Services shall meet with the grievant. The Director of Human Resource Services shall indicate his/her disposition of the grievance within ten (10) working days of the meeting and shall furnish a dated copy thereof to the employee.
- c. If the employee so directs, a copy of the disposition shall be sent to the bargaining agent.

3. Step 3 - Superintendent or Designee

- a. If the employee is not satisfied with the disposition of the grievance at the last applicable step, or if no decision has been rendered within ten (10) additional working days, the dated complaint shall be forwarded by the grievant within ten (10) more working days, to the Superintendent or his/her designee.
- b. The Superintendent or his/her designee shall meet with the employee within ten (10) working days of receipt of dated complaint and render his/her decision within ten (10) working days of said meeting.

4. Step 4 - Hearing Officer

- a. If the employee is not satisfied with the disposition of the grievance at the last applicable step, or if no decision has been rendered within ten (10) working days, the grievant will notify the Superintendent in writing of the desire to pursue the grievance with a hearing officer.
- b. Within ten (10) working days of the receipt of the written grievance, a hearing officer shall be selected by the Superintendent or his/her designee and the lead bargaining agent or his/her designee

from a mutually agreed upon list of nine (9) independent hearing officers selected by the Superintendent and the lead bargaining agent by September 1st of each year.

- c. The hearing officer(s) selected may be attorneys that are fully licensed to practice law and in good standing to practice before the courts of the State of Utah.
 - d. In the alternative, the bargaining agent and the Ogden School District may agree in writing to delay the selection of a hearing officer and a hearing date until a later date. Under no circumstances may the grievance hearing be requested more than 365 days after the initial written grievance has been filed unless mutually agreed to by the parties.
 - e. Within fifteen (15) working days thereafter, a hearing officer shall hold a hearing with the aggrieved teacher(s), the building administrator or supervisor involved, and other necessary witnesses. The hearing officer shall render a written decision and shall furnish a copy to the grievant and the bargaining agent. The District shall compel the attendance of witnesses who are employed by the District requested or subpoenaed by either the District or the grievant.
 - f. The District and the bargaining agent agree to share equally the cost of the independent hearing officer.
5. Step 5 - Board of Education
- a. If the hearing officer's answer is not satisfactory to the grievant(s), the grievant(s) and/or their representative may submit in writing the grievance to the President of the Board of Education for consideration by the Board.
 - b. This request must be submitted within ten (10) working days of receipt of the hearing officer's written decision.
 - c. The Board will consider the grievance within sixty (60) days.
 - d. The Board's consideration of the grievance will be based on the evidence presented before the hearing officer and the hearing officer's decision.

- e. 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.
- f. Within fifteen (15) working days after the board review of the grievance, the Board will notify the grievant(s) in writing of its decision.
- g. This does not negate the teacher's right to appeal to the courts, or to seek redress through legal action of the courts.

2-70 REDUCTION IN FORCE OF TENURED TEACHERS

2007

Should it become necessary for the school district to decrease the total number of tenured teachers because of declining enrollments, lack of funds or for other just reasons (see Utah Code 53A-8-107), the Superintendent or his designee will notify the bargaining agent, and shall provide the bargaining agent with a report outlining the need for the reduction in force and the names of the teachers that would be affected by such action. The Board of Education shall use every reasonable means to keep the reduction to a minimum.

Layoff Procedure

- (a) A list specifying certification endorsements and seniority of teachers will be prepared and updated annually by Human Resource Services. It will be the responsibility of individual teachers to keep Human Resource Services apprised of any changes in their licensure and endorsements, and to update their individual files as applicable at the district office and the Utah State Office of Education. In the event of a necessary reduction in force of tenured teachers, the list will be available for review by teachers, the bargaining agent, and district personnel.
- (b) Early retirement incentives will be explored as a possible solution to the reduction in force.
- (c) Tenured teachers affected by a reduction in force will be given a minimum of thirty (30) calendar days written notice unless that amount of notification is impossible, based on the circumstances. In any case, the employee will be given as much notification as possible. Such notice will include the proposed time schedule and the reasons for the proposed action.
- (d) Should a reduction in force become necessary, a reduction in force list will be prepared as early as possible by the

district. Factors that will be involved in the composition of the reduction in force list will include: 1) the list referred to in letter (a) above; 2) the items referred to in letter (f) below. A copy of this list will be furnished to the bargaining agent and available to District personnel. Those teachers who are a part of the list will be notified immediately. Once teachers have been notified of their status, they will have twenty (20) working days to challenge the action taken. Once a challenge has been declared, no action will be taken involving the teacher until the challenge has been resolved at the district level. All challenges will follow the Grievance Procedure, Item 2-60.

- (e) If a reduction in force of tenured teachers is necessary, decisions will be based on staffing needs of the District. The factors to be considered in a reduction in force are certificated training qualifications and seniority.
- (f) In the event two teachers are equally qualified, as far as licensure and seniority are concerned, the tie will be broken in a random draw of names in the presence of the affected parties or their representatives.
- (g) Final decisions concerning a reduction in force are the responsibility of the Superintendent and the Board of Education.
- (h) A reduction in force shall occur at the end of a fiscal year unless circumstances beyond the control of the District shall require otherwise.

Recall Procedure

- (a) Comparable vacancies in the areas in which the affected tenured teachers are qualified shall not be filled until the released teachers have been offered re-employment under agreed guidelines. Teachers will be recalled in order of seniority; last released, first employed.
- (b) Recall notification to the laid-off teacher will be given by certified mail to the last address given to the district by the teacher. After receipt of the certified recall letter, the teacher has ten (10) working days to respond to the Human Resource Services.
- (c) All benefits to which the teacher was entitled at the time of layoff will be restored to the teacher upon returning to active employment.
- (d) Teachers who are terminated because of reduction in force shall be considered for re-employment by the district for a period of two (2) years after the reduction has taken place,

or until they have declined an offer of employment, whichever occurs first.

- (e) A teacher may be removed from the recall list by waiving recall rights in writing.
- (f) It is the responsibility of the teacher on recall to keep his/her personnel file and address current with Human Resource Services.
- (g) This procedure does not preclude the Grievance Procedure, Item 2-60.

3-00 SALARIES

3-10 GENERAL

Salaries paid employees shall be fixed by salary schedules and/or other approved rates of pay adopted by the Board of Education.

Payments for special services at senior high school football, basketball, and wrestling games will be made through regular payroll procedures. Schedules for such payments must be approved by the Superintendent.

At the beginning of each school year the District will write a letter to each teacher explaining what portion of his/her salary is for quality teaching days.

3-11 NEW TEACHERS

2007

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

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

3-20 EXTRA SERVICES PAY RATE

1997/2008

Employees covered by the Professional Agreement between the Ogden City School District and the bargaining agent for Teachers and Nurses shall be paid an hourly rate calculated as follows: step six of years of experience credit of the Bachelor's degree lane of the teacher's salary schedule (annual salary) divided by (181.5 days x 8 hours) x 95%.

3-21 CURRICULUM DEVELOPMENT

2008

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

3-22

1998/2000/2005/2009

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

It is the philosophy of the district that only teachers (as defined in Section 2-40) will be selected to fill all extended services extra pay positions (as defined in Section 3-22 in the district. Only in the case of extreme emergency (no teacher is available) will a person other than a teacher be allowed to fill the following positions: Coaches, High School Student Government Advisors, Band, Choral, Orchestra, Drama, Forensics, and Yearbook Advisor.

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

(a) Coaches

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

Head Coaching Slots

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

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

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

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

- (c) Junior High School Activities

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

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

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

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

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

Head Coaching Slots

(a)	Football	1
(b)	Volleyball	1
(c)	Boy Basketball	1
(d)	Girls Basketball	1
(e)	Baseball	1
(f)	Track	0
(g)	Cross Country	0
(h)	Wrestling	1
(i)	Soccer	2
(j)	Softball	1
		9

(6) Advisors for non-athletic activities (1 per activity) will receive a \$250.00 stipend for conducting activities beyond classroom time.

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

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

(d) Elementary Activities

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

3-23 DRIVER EDUCATION

2008

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

3-24 EXTENDED CONTRACT

2008

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

3-25 VOCATIONAL EDUCATION

Vocational teachers are expected to supervise off-campus work experience for those students who so qualify. This supervision will be done after the regular school day and the teacher-supervisor will receive mileage and extra pay allowance for this activity.

3-26 DEPARTMENT HEADS (HIGH SCHOOL)

2008

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

3-27 COMMUNITY SCHOOL

2007

Licensed personnel teaching community education classes will be paid the agreed upon extra-duty hourly rate. This does not apply to licensed personnel teaching summer school or make-ups courses.

3-28 LIMITATION

Any teacher receiving extra pay for extra services in a given year will not automatically receive extra pay the following year unless similar services are performed.

3-29 PAYMENT OF EXTENDED SERVICES

2004

Teachers will be paid an additional twenty percent of their salary when contracted to teach additional classes during their preparation period.

3-30 FACTORS DETERMINING PLACEMENT ON TEACHERS' SALARY SCHEDULE

1997, 2005, 2007, 2009

Request for conditional factors must be filed with the Superintendent at the time of employment. Forms are available upon request from the Human Resource Services office.

A. PREVIOUS EXPERIENCE

1998, 2007

Any properly licensed teacher hired by the District will be given the number of years of prior teaching experience they have in accredited public or private k-12 institutions, or accredited colleges/universities.

Not more than one step for experience shall be granted for any one

calendar year. Credit for less than a full teaching year shall be granted only if the actual teaching time exceeds a semester.

B. COLLEGE DEGREES

A differential as adopted by the Board of Education shall be provided holders of the Bachelor's and Master's degree. Those not meeting requirements if eligible for employment shall work on a schedule as adopted until deficiencies are removed.

C. ADDITIONAL COLLEGE AND STAFF DEVELOPMENT TRAINING

1992, 2007

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

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

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

A committee consisting of the Superintendent or his/her designee, and the lead bargaining agent or his/her designee and other licensed personnel designated according to 1-60(4) will serve for the purpose of:

- (1) Reviewing college credits, staff development credit, district in-service college credit which will be counted for credits in moving from one salary lane to another.

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

- (2) In the event of a delay in the confirmation of the completion of an educational course that generates lane change credit, any licensed employee of the Ogden City School District may request and complete a Course Completion/Lane Change form. When the Course Completion/Lane Change form is satisfactorily completed, lane change credit will be immediately recognized by the Ogden City School District. The purpose of the procedure is to allow for potential salary/lane change adjustments to be made without unnecessary delay.

Definitions:

Staff Development refers to college level course work experiences of substantial duration provided for teachers and staff by the school district for the purpose of improving teaching skills, practices, attitudes and expectations. For lane change purposes all courses must be prior approved by the District Professional Development Coordinating Council licensed subcommittee and the Superintendent or his/her designee. Courses offered by other districts and USOE that are on the State In-service Screen will be accepted for lane change credit. Seven (7) hours of class time equals one-half (.5) of a semester credit. Credits will be allowed in half credit increments. As Utah universities and colleges change to semester hours, any credit earned as a quarter credit will be multiplied by 2/3 to revert it to semester credit.

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

(NOTE: On May 24, 1971, the following revised paragraphs, 3-34, 3-35, 3-36 and added paragraph 3-38, were approved to read as shown. Additional changes were made in July 1997 and July 1998. The provisions thereof are not retroactive in application, but are applicable to all appointments or elections recommended and approved after said date)

D. SPECIAL EXPERIENCE

1998, 2007

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

- (1) Work related to teaching assignment - limited to one step for

twenty-four or more months full time; public service - limited to one step for service of significance over a period of two or more years. These provisions shall not be interpreted to include:

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

E. SPECIAL ASSIGNMENT

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

F. MILITARY SERVICE

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

G. ACCELERATION

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

H. EMPLOYEES REHIRED WITHIN A YEAR

If an employee is rehired within a year of resigning from the district they will be:

- a. given credit for all experience as placed on the salary schedule.
- b. have their sick and personal leave reinstated if they have less than 10 years in the district or if they have 10 years or more and received a payout of sick leave when resigning they pay back any reimbursements given to them when they resigned.

3-41 TEACHER'S SALARY SCHEDULE - (181.5)

Bachelor's Degree

<i>Years of</i>			
<i>Experience</i>	181.5 days	Educator	2009-10
<u>Credit</u>	<u>(base)</u>	<u>Salary</u>	<u>Total</u>
		<u>Adjustment</u>	
1	29,083	4,200	33,283
2	29,083	4,200	33,283
3	29,732	4,200	33,932
4	30,233	4,200	34,433
5	31,349	4,200	35,549
6	32,509	4,200	36,709
7	33,714	4,200	37,914
8	34,959	4,200	39,159
9	36,251	4,200	40,451
10	37,593	4,200	41,793
11	38,986	4,200	43,186
12	40,425	4,200	44,625
13	41,927	4,200	46,127
14	42,698	4,200	46,898
15	45,140	4,200	49,340
16	46,043	4,200	50,243

Bachelor's Degree plus 30 Quarter Hrs or 20 Semester Hrs

<i>Years of</i>			
<i>Experience</i>	181.5 days	Educator	2009-10
<u>Credit</u>	<u>(base)</u>	<u>Salary</u>	<u>Total</u>
		<u>Adjustment</u>	
1	30,629	4,200	34,829
2	30,629	4,200	34,829
3	31,310	4,200	35,510
4	31,829	4,200	36,029
5	33,009	4,200	37,209
6	34,235	4,200	38,435

7	35,502	4,200	39,702
8	36,815	4,200	41,015
9	38,173	4,200	42,373
10	39,591	4,200	43,791
11	41,054	4,200	45,254
12	42,573	4,200	46,773
13	44,145	4,200	48,345
14	45,778	4,200	49,978
15	48,622	4,200	52,822
16	49,594	4,200	53,794

Master's Degree

<i>Years of</i>		Educator	
<i>Experience</i>	181.5 days	Salary	2009-10
<u>Credit</u>	<u>(base)</u>	<u>Adjustment</u>	<u>Total</u>
1	32,249	4,200	36,449
2	32,249	4,200	36,449
3	32,973	4,200	37,173
4	33,522	4,200	37,722
5	34,765	4,200	38,965
6	36,045	4,200	40,245
7	37,383	4,200	41,583
8	38,767	4,200	42,967
9	40,199	4,200	44,399
10	41,686	4,200	45,886
11	43,229	4,200	47,429
12	44,830	4,200	49,030
13	46,490	4,200	50,690
14	48,209	4,200	52,409
15	51,193	4,200	55,393
16	52,217	4,200	56,417

Master's Degree plus 45 Quarter Hrs or 30 Semester Hrs

Years of

<i>Experience Credit</i>	181.5 days <u>(base)</u>	Educator Salary <u>Adjustment</u>	2009-10 <u>Total</u>
1	33,958	4,200	38,158
2	33,958	4,200	38,158
3	34,721	4,200	38,921
4	35,298	4,200	39,498
5	36,607	4,200	40,807
6	37,958	4,200	42,158
7	39,361	4,200	43,561
8	40,824	4,200	45,024
9	42,332	4,200	46,532
10	43,898	4,200	48,098
11	45,521	4,200	49,721
12	47,205	4,200	51,405
13	48,954	4,200	53,154
14	50,762	4,200	54,962
15	53,894	4,200	58,094
16	54,972	4,200	59,172

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

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

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

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

SCHOOL NURSE SALARY SCHEDULE 2009-2010

Bachelor's Degree

<i>Years of Experience Credit</i>	181.5 days <u>(base)</u>
1	29,083

2	29,083
3	29,732
4	30,233
5	31,349
6	32,509
7	33,714
8	34,959
9	36,251
10	37,593
11	38,986
12	40,425
13	41,927
14	42,698
15	45,140
16	46,043

Bachelor's Degree plus 30 Quarter Hrs or 20 Semester Hrs

<i>Years of Experience</i>	181.5 days
<u>Credit</u>	<u>(base)</u>
1	30,629
2	30,629
3	31,310
4	31,829
5	33,009
6	34,235
7	35,502
8	36,815
9	38,173
10	39,591
11	41,054
12	42,573
13	44,145
14	45,778
15	48,622
16	49,594

Master's Degree

<i>Years of Experience</i>	181.5 days
<u>Credit</u>	<u>(base)</u>
1	32,249
2	32,249
3	32,973
4	33,522
5	34,765
6	36,045
7	37,383
8	38,767
9	40,199
10	41,686
11	43,229
12	44,830
13	46,490
14	48,209
15	51,193
16	52,217

Master's Degree plus 45 Quarter Hrs or 30 Semester Hrs

<i>Years of Experience</i>	181.5 days
<u>Credit</u>	<u>(base)</u>
1	33,958
2	33,958
3	34,721
4	35,298
5	36,607
6	37,958
7	39,361
8	40,824
9	42,332

10	43,898
11	45,521
12	47,205
13	48,954
14	50,762
15	53,894
16	54,972

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

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

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

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

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

4-00 EMPLOYEE BENEFITS OTHER THAN SALARY

4-10 SICK LEAVE

1999/2008/2009

1. At the beginning of each year, teachers shall be granted ten days of sick leave to be earned during that contract year. Teachers on extended contracts will receive an additional day of sick leave for every additional month worked. If termination of an employee occurs before the end of the contract year, an adjustment will reduce final payment by an amount equal to the unearned sick leave previously paid. There is no maximum accumulation of sick leave.
2. Two days of sick leave a year may be used as "flex" leave if all personal leave is depleted. Regulations for use of these "flex" days will be the same as personal days as defined in section 4-30. Teachers who have been with the district for more than 15 years may request an additional two "flex" days.
3. Written requests for use of "flex" days will be made to the building administrator. Requests should include the date(s) needed and that all other personal leave has been exhausted. The building

administrator will handle the requests under the provisions for personal leave, section 4-30.

4. Teachers who use one day or less of sick leave per year (not including a day donated to the sick leave bank) will be given a \$50 payment at the end of the fiscal year. A donation of a day to the sick leave bank will not be counted as a sick day used relative to this benefit. Teachers hired after the 13th of January of any given school year are not eligible for this benefit for the year.
5. In accordance with the provisions of Public Law 95-555 and subject to any changes thereto, pregnancy or any complications of pregnancy will be considered a "sickness" and sick leave benefits will be payable as for any other sickness or disability due to sickness.
6. Daily sick leave allowances shall be computed for each employee by utilizing the individual's annual salary, based on the current Teachers' Salary Schedule, divided by the number of days he/she is expected to work during the same period.
7. Sick leave benefits shall be forfeited upon termination (but not retirement), except that sick benefits that have accrued to an individual at the time he/she begins an official leave of absence shall be reinstated upon his/her return, or he/she returns to his/her assignment without loss of working days.
8. Each employee may use sick leave to attend to a member of his/her family who is ill. Family is defined as wife or husband, children or parents of the teacher, or other individuals when approved by the building administrator. Sick leave for family members will not exceed 10 days unless approved by the building administrator. In the event the teacher disagrees with the principal's decision, the teacher may appeal the decision to the Superintendent.
9. At the discretion of the Superintendent or his/her designee, a health care provider's certificate may be required to substantiate claimed sick leave that exceeds twenty (20) cumulative days per contract year.
10. In the event an employee is injured on the job, he/she may elect to use his/her sick leave to cover his/her absence, to claim scheduled benefits under the Workers' Compensation Act, or do both, provided there is no overlapping of claimed benefits.
11. Teachers involved in summer school employment may use up to three days of previously accumulated sick leave in any one session or accept a salary deduction in the event of absence caused by personal or family illness.

4-15 LEAVE WITHOUT PAY

2009

Should an employee find themselves in a situation of leave without pay, their administrator may begin the corrective discipline process. This determination will be made by the administrator, in conjunction with the Human Resource Services director. Each situation will be looked at on a case-by-case basis.

4-20 CATASTROPHIC SICK LEAVE BANK

1997, 2001, 2007, 2009

- (1) The District will establish and manage a catastrophic sick leave bank from which eligible employees may draw leave under the conditions and restrictions outlined below.
- (2) **CONTRIBUTING YEAR:** Employees who wish to participate in the bank program shall be required to contribute one (1) day (or comparable hours) of their available sick leave to the bank. This contribution must be made each year no later than the last day of open enrollment by completing and submitting the appropriate form to the Human Resource Services office. Employees hired after January 13 of any year will not be eligible to participate until the next school year.
- (3) **NONCONTRIBUTING YEAR:** If the bank has a substantial balance of days remaining at the end of the academic year, the bargaining agents for each employee group may agree to suspend the contribution requirement for one year. Any employee who did not participate in the bank the previous year but who desires to participate during the non-contribution year will be required to donate one (1) day (or comparable hours) to initiate eligibility by submitting the appropriate form to the Human Resource Service office no later than the last day of open enrollment.
- (4) Only employees who have contributed to the bank and who have depleted their sick leave and personal leave balances shall be eligible to receive consideration for sick leave from the bank.
- (5) All requests for sick leave from the bank must be in writing and must be addressed to the Sick Leave Bank Committee, comprised of four employees from each employee group as selected from a list presented by the bargaining agents to the Superintendent for selection, with the Human Resource Specialist as facilitator. The Sick Leave Bank Committee will develop the guidelines for determining the granting of leave from the bank. Requests may be submitted and approved anytime after the request, written verification from the employee's physician indicating the nature and severity of the illness or health problem of the employee or immediate family member (as defined in 4-10 Sick Leave) along with the projected recovery date, and the number of sick leave days requested.

- (6) Only catastrophic medical problems of the employee or immediate family member (as defined in 4-10) will be considered for leave withdrawals from the bank. Illness or medical problems of a short-term nature shall not be considered.
- (7) Withdrawals from the bank shall not exceed 120 days per employee during any consecutive 12-month period. In addition, bank withdrawals shall not exceed 120 days cumulatively for the same illness, medical condition, or recovery.
- (8) Once membership is established according to the procedures above, it is continuous unless the employee requests to terminate membership, at which time the employee will make written request for termination to the Specialist of Human Resource Services.

4-25 BEREAVEMENT LEAVE

1999/2008/2009

In the event of the death of his or her wife; husband or immediate family, an employee may be excused from work without salary deduction according to the schedule below.

Immediate family is defined as, for both employee and employee's spouse:

Spouse	up to 5 days
Parents/step parents	up to 5 days
Children	up to 5 days
Grandchildren	up to 5 days
Brothers & sisters & in-laws	up to 5 days
Grandparents	up to 5 days

In the event of the death of other members of his or her family not defined as immediate family members, an employee will be excused from work without salary deduction for one (1) working day. The employee must notify their building administrator in writing prior to request for leave and then send a request to the Superintendent or his/her designee.

Upon written request, extensions of bereavement leave (including additional travel time) may be granted by the Superintendent. Bereavement leave days shall be consecutive and in conjunction with the funeral service, unless approved by the Superintendent. The Superintendent (or his designee) will respond to all requests in writing.

4-30 PERSONAL LEAVE

1998, 2007

All employees covered by this agreement will be covered by the above provision.

Each employee will be granted two (2) days of leave for personal reasons per teaching year. Employees may use as many days

for personal leave in a given year as they have accumulated. Personal leave will not be utilized on the first or last day of school for students.

Personal leave can be granted before and after a holiday at the discretion of the principal, providing teachers have made every effort to make arrangements at least five days prior to the day's absence. If an employee disagrees with the decision of a principal, they may make a written request for reconsideration to the Director of Human Resource Services. Requests for reconsideration must be initiated prior to the requested day of personal leave. The employee will be contacted by the Director as to the decision prior to the day requested for personal leave unless the initial request is done less than two days prior to the requested day.

An employee may accumulate and use up to five (5) days of personal leave, five (5) of which will be paid for by the district.

4-35 PROFESSIONAL GROWTH LEAVE

1997/1999/2000/2007/2008

1. An amount of \$15,000 will be allocated for a) the payment of substitutes for teachers to attend conferences, workshops or other professional growth related activities or b) to pay for a portion of the registration fees to attend conferences, workshops or other professional growth related activities.
2. Teachers wishing to apply for Professional Growth Leave must submit a Workshop Request to Human Resources at least two weeks prior to the requested leave.
3. Teachers will be allowed to apply for two days per year up to April 1st of the school year. At that time, teachers may petition the district for additional days. Such special requests will be handled on a case-by-case basis and are dependent upon the availability of funds.
4. The median cost of the existing range of current substitute pay will be charged against the maximum allotted amount of \$15,000 to pay for a portion of the workshops registration fees or substitutes per day.
5. Special requests for use of these funds for workshops or conferences can be made to the district. The bargaining agent and the district will make a joint recommendation(s) to the Superintendent or their designee as to the disbursement of funds after April 1st of each year.
6. Funds left over at the end of the year will carry over to the next year.

7. Subject to annual review by the Superintendent and bargaining agent.

4-40 OTHER LEAVE

1999, 2005

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

4-45 SABBATICAL LEAVE

1998, 2009

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

- a. Requests for sabbatical leave must be received by the Superintendent or his designee in writing in such form as may be required by him/her not later than January 15 of the year in which the leave is requested.
- b. Teachers will be notified by March 15 as to the disposition of the request.
- c. The teacher must have completed six consecutive full years in the district in order to be eligible to request sabbatical leave.
- d. The number of teachers to be granted sabbatical leave during the school year should not exceed two. The Superintendent and the Ogden City Board of Education reserve the right to not select any applicant for sabbatical leave.
- e. The teacher(s) granted sabbatical under this agreement shall be paid half of the base salary they would have received during the year that they are on sabbatical, plus full health and accident and life insurance benefits for the year. The base salary does not include other remuneration such as Quality Teaching Days (if applicable), etc. The teacher, upon return to full or part time teaching will be placed on the step that would have normally followed upon their return. In other words, they will not receive step and lane increases while on sabbatical, but will be placed on the step and lanes appropriately following the year in which they took sabbatical.
- f. The teacher receiving sabbatical leave must return to the school district for at least two (2) years following the sabbatical or must reimburse and compensate the District for

the sabbatical costs incurred, and will agree to sign a contract with the above stipulations.

4-50 COOPERATIVE GROUP INSURANCE

2005, 2007, 2009

Group health and accident insurance and limited term life insurance shall be offered to all regular employees who work at least 75% (.75 FTE). Eighty-six (86%) percent of the cost of the health and accident insurance shall be contributed by the Board, based upon the agreed upon base plan. Ninety-seven (97%) of the cost of the base plan of dental insurance shall be contributed by the Board.

Insurance coverage for newly hired employees that are eligible for insurance shall be effective the first day of the month following ninety (90) calendar days after the employment start date of the employee.

Insurance coverage for employees re-hired by the district (without any break in service) into an insurance eligible position shall be effective the first day of the month if eligibility occurs on the first day of the month; or the first day of the following month if eligibility occurs on the second day of the month or later. Any appeal concerning the first day of the month must be submitted in writing to the Human Resource Specialist.

Insurance coverage for current employees who lost insurance eligibility during a leave of absence or break in service, and eligibility is not regained within twelve (12) months, begins the first day of the month following a ninety (90) calendar day waiting period.

Specific details including dependent benefits shall be those established in appropriate agreements with the insurance carriers selected by mutual agreement of the bargaining agent and by the Board.

4-55 LONG TERM DISABILITY INSURANCE

The District will provide Long Term Disability Insurance to eligible employees. Eligibility will be determined by the Long Term Disability contract with a Long Term Disability carrier. The coverage will be provided through a mutually agreed carrier.

4-60 WORKER'S COMPENSATION

2009

Any employee of the Board of Education who is covered by this agreement and who is injured by accident arising out of or in the course of his employment shall be compensated in accordance with the provisions of the Worker's Compensation Act of the State of Utah. An accident report shall be filed with the Clerk of the Board by the employee's principal or department head within 48 hours after the injury is sustained.

As per practice established by Worker's Compensation all employees filing for Worker's Compensation will be expected to participate in a mandatory drug test during the medical examination.

As part of an industrial accident investigation, any employee involved in an industrial accident will be asked to submit to a drug screen.

Refusal by the employee to undergo evaluation and testing will be considered cause for termination. The Human Resource Services office will notify the employee if disciplinary action is taken and the disposition of that disciplinary action.

4-70 LEAVE OF ABSENCE

2005, 2009

Leaves of absence without pay may be granted to employees upon recommendation of the Superintendent and approval of the Board for the purposes and under the conditions herein described. A Teacher may request in writing for leave of up to one (1) year. Additional leave may be granted at the discretion of the Board. This is leave without pay.

A. Purposes

- (1) To pursue full time studies at an accredited college or university.
- (2) To serve as an elected member of the State Legislature when it is in session.
- (3) To serve as an elected member of the U. S. Congress or as a staff assistant to such person.
- (4) To enter extended military service.
- (5) Extended personal or family illness. A leave of absence without pay of up to one (1) year shall be granted in case of personal illness or for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

(6) Family Leave

A teacher or other employee may request in writing and shall be granted family leave not to exceed a time period of (1) year.

(a) Pregnancy

An employee may use this leave for their personal medical needs during or after a pregnancy, the needs of their spouse, or the child.

(b) Adoption

An employee adopting an infant child (i.e., one (1) year of age or less) shall be entitled, upon request, to parental leave upon receiving de facto custody of said infant child.

(c) Family Needs

Leave granted if an employee has family circumstances which require full-time attention. This leave cannot be used to obtain employment outside of the district. An employee may only request this leave twice in any ten (10) year span of employment with the district. Leave beyond one (1) year will not be granted for this type of leave.

B. Conditions

- (1) Applications must be submitted in writing.
- (2) Employees returning to the district following a leave of absence shall be placed in an assignment as comparable as possible to the one previously held, but not necessarily the identical position in the same location. Reassignment shall be conditional upon available vacancies. The district will make every reasonable effort to place the returning employee in a mutually acceptable assignment.
- (3) Board approval or disapproval of applications for leaves of absence shall be based on the merits of each individual request.
- (4) Sick leave and vacation leave benefits which have been accrued by an employee at the time an officially approved leave of absence starts shall be reinstated to the credit of the employee upon their return to active employment in the district.
- (5) If the leave granted was for the purpose of pursuing full-time studies, salary schedule increments that have accrued to an employee during regular employment shall be recognized and granted to the employee upon return to active employment in the district. Employees granted leave for all other purposes shall retain their salary schedule status at time of departure.
- (6) Employees participating in the Board-sponsored group health and accident insurance program may continue such coverage during a leave of absence provided each such employee pays the full premium cost required.

- (7) Necessary salary deductions during legislative service shall be based on the annual employment period of each person concerned.
- (8) Each employee applicant shall unconditionally agree to return to active employment in the district for a period of at least one full year immediately following the completion of an officially granted leave of absence. Such agreement is not required for family leave.
- (9) Leaves may be granted initially for a period of one (1) year. Additional leave may be granted at the discretion of the Superintendent and the Board of Education.

C. Special Conditions Regarding Family Leave

- (1) Pregnancy
A pregnant employee may continue in active employment as late into her pregnancy as is mutually agreeable, provided she is able to properly perform her required functions and her physician approves.

An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.

Leave shall begin at the time after the beginning of the pregnancy that is mutually acceptable. Illness and disability resulting in absence due to pregnancy that occurs prior to the beginning of an approved leave, shall be recognized for accrued sick leave benefits if so reported by the employee and confirmed by her principal.
- (2) Notification
The employee shall notify the Superintendent in writing of her desire to take such leave at least thirty (30) days prior to the date on which her leave is to begin except in cases of emergency. When required she shall provide either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.

Notification of return to active employment - employee shall give the Superintendent written notice of her desire to return to active employment at least thirty (30) days prior to the return date excepting that the teacher and the Superintendent may mutually agree upon a lesser notification period.
- (3) A teacher on parental leave shall not be denied the

opportunity to substitute in the school district by reason of the fact that she is on such leave of absence. (See sub-paragraph c, e, f, g, i, and j.)

4-75 FAMILY AND MEDICAL LEAVE

2007/2008

Teachers who have worked continuously for the district for at least 12 months, and 1,250 hours during the 12 months prior to the start of the FMLA leave may request up to 12 calendar weeks of unpaid leave during a calendar year for the following reasons:

- a. The birth of a child.
- b. The adoption of a child.
- c. The receiving or placing of a child into foster care.
- d. Serious health condition of a spouse, child, or parent.
- e. Serious health condition of the licensed employee.
- f. Any qualifying exigency as a result of a call to active duty.
- g. Caretaker leave for service member.

Written requests for family leave due to serious illness or health condition must be accompanied by a doctor's certification indicating the anticipated duration and the nature of the illness or health condition. The illness or condition must require inpatient care in a hospital or residential facility or continuing treatment by a health care provider. At the District's expense, it may require the employee to obtain a second opinion by a doctor designated by the district.

When a husband and wife both are employed by the district, both individuals together shall be limited to a total of twelve (12) calendar weeks of leave in the event of birth or adoption of a child or the illness of a parent.

Employees anticipating a family leave request shall give the district as much advance written notice as possible.

Upon completion of family and medical leave, licensed employees shall be assigned to his/her previous position or to an equivalent position with equivalent pay and benefits.

All district employee benefits shall remain in effect during the leave, except the payment of state retirement and Social Security. The district shall continue to pay its portion of the employee's group health insurance premium. An employee on family leave must continue to pay his/her portion of the insurance premium in order to keep coverage in effect. If the employee fails to return to work with the district for a least thirty (30) calendar days following the family leave

period, for reasons other than the continuation or onset of a serious health condition or other circumstances beyond his/her control, the district shall be entitled to reimbursement for its portion of the insurance premium costs.

Eligible employees may not be granted family leave in excess of twelve (12) calendar weeks during any calendar year.

Licensed employees who desire to take Family and Medical leave will complete an application for said leave using the agreed upon Family and Medical leave form (Notice and Request Form). Any changes to the Family and Medical leave form must be agreed to by the School District and the bargaining agent.

4-83 JURY DUTY/WITNESS

1996, 2009

Teachers will be provided their regular rate for time spent serving on a jury or being subpoenaed to serve as a witness.

Absences reported as jury duty or being subpoenaed as a witness will create no loss of salary. The salary the employee receives for jury duty or being a witness must be remitted to the Board of Education of Ogden City School District. Failure to do so, will result in the loss of personal leave or, if all personal leave is used, the loss of salary. No loss will be incurred until after notification from the business office to the employee. The employee will notify the business office if no fee was paid by the courts and provide documentation for any days used serving as an unpaid witness (including travel days).

Travel expenses paid by the court will remain the property of the employee.

4-84 APPROVED MILITARY RESERVE DUTY

1997

After approval, teachers may be granted military leave under the following provisions:

- a. Teachers on military leave may use available compensatory time or personal leave.
- b. The remaining days, not to exceed 15 per fiscal year, may be taken with no loss of salary, provided the teacher reimburses the school district for the cost of a substitute teacher

Requests for military leave must be submitted through school principals or district supervisors and receive the superintendent's prior approval. A copy of military orders must accompany the request for leave.

4-90 LONG TERM DISABILITY DEDUCTION

2007

The Ogden School District agrees to make such deduction and to pay

the same monthly or as designated by members of the bargaining agent to the designated assignee for premium costs of a Long Term Disability Insurance Policy and to continue to do so until otherwise directed by the member of the bargaining agent through an instrument in writing.

4-91 EARLY RETIREMENT INCENTIVE

1998/1999/2003/2004/2009

I. FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2002

- A. Employees who retire after completing 30 years of service as defined by the Utah Retirement System and who have been employed at least 10 years in the district will be eligible for either Option A, Option B, or Option C Early Retirement Incentives as described below.

1. Option A Continued Insurance Coverage

The Board of Education will pay the negotiated portion of district sponsored insurance premiums (single, two-party or family) for Health and Accident, Life and Dental insurance. This benefit will continue until the employee reaches the age of Medicare eligibility. Spouse coverage will continue through the end of the month prior to his/her Medicare eligibility. Dependent children will be covered through the month he/she turns 26 years old; as defined by state law. (Note: The value of this option for purposes of comparison will be calculated as the value in the year of retirement factored at an annual increase of 5% for the projected period of eligibility.)

2. Option B Discretionary Payment

Employee waives all district sponsored insurance benefits upon retirement and in lieu thereof chooses a discretionary payment alternative. The amount of this alternative will be the lesser of Lane D, Step 15 of the Licensed Employee Salary Schedule (contract days) of the retirement year or the value of Option A.

Payment under this option will be made in equal monthly installments over 4 years, to be placed in a qualified 403b program or direct deposited to the employee's account. Upon death of employee, any unpaid installments are forfeited.

3. Option C Purchase of Years of Service

Employee waives all district sponsored insurance benefits upon retirement and in lieu thereof chooses a lump sum, one time, discretionary payment to the Utah Retirement System to obtain the system's definition of thirty years. The amount of this alternative will be the lesser of Lane D, Step 15 of the Licensed Employee Salary Schedule (contract

days) of the retirement year or the value of Option A or the amount needed to accomplish said purchase. Payment under this option will be made directly to and within the timeframe required by the URS.

- B.** To be eligible for Option B or C, employees must notify the District in writing no later than December 1st for a mid-year retirement date or by March 15th for a contract year-end retirement. For dates other than those described above, notification must be made three months in advance of the intended retirement date. Requests for exceptions to these dates must be submitted in writing to and approved by the Superintendent.

II. FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2002

Employees who retire after completing 30 years of service as defined by the Utah Retirement System and who have been employed at least 10 years in the district will be eligible for Early Retirement Incentive Option A, B or C as described below.

1. Option A Continued Insurance Coverage

The Board of Education will pay the negotiated portion of district sponsored insurance premiums (single, two party or family) for Health & Accident, Life, and Dental insurance. This benefit will continue for a maximum of 60 months or until the employee reaches the age of Medicare eligibility whichever occurs first. (Note: The value of this option for purposes of comparison will be calculated as the value in the year of retirement factored at an annual increase of 5% for the projected period of eligibility.)

2. Option B Discretionary Payment

Employee waives all district sponsored insurance benefits upon retirement and in lieu thereof chooses a discretionary payment alternative. The amount of this alternative will be the lesser of Lane D, Step 15 of the Licensed Employee Salary Schedule (contract days) of the retirement year or the value of Option A.

Payment under this option will be made in equal monthly installments over 4 years to be placed in a qualified 403b program or direct deposited to the employee's account. Upon death of employee, any unpaid installments are forfeited.

3. Option C Purchase of Years of Service

Employee waives all district sponsored insurance benefits upon retirement and in lieu thereof chooses a lump sum, one time, discretionary payment to the Utah State

Retirement system to obtain the system's definition of thirty years. The amount of this alternative will be the lesser of Lane D, Step 15 of the Licensed Employee Salary Schedule (contract days) of the retirement year or the value of Option A or the amount needed to accomplish said purchase. Payment under this option will be made directly to and within the timeframe required by URS.

- B.** To be eligible for Option B or C, employees must notify the District in writing no later than December 1st for a mid-year retirement date or by March 15th for a retirement date at the end of the regular school year. For dates other than mid-year or at the end of the regular year, notification must be made three months in advance of the intended retirement date. Requests for exceptions to these dates must be submitted in writing to and approved by the Superintendent.

III. FOR EMPLOYEES WITH LESS THAN FULL RETIREMENT ELIGIBILITY

The Board of Education will pay the negotiated portion of premiums for the district sponsored group insurance (Health and Accident, Life and Dental) for employees who retire through the Utah State Retirement System with less than 30 years of service, who have been employed at least 10 years in the district and are within 3 years of Medicare eligibility.

4-92 PAYMENT FOR UNUSED SICK LEAVE

2004

Employees who leave employment with the District and who have been employed by the district for at least ten (10) years, regardless of their retirement status, shall be paid for the accumulated but unused sick leave.

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

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

5-5 TEACHER LEADERS

1998, 2003, 2005, 2007

Nine teacher leaders, both elementary and secondary, will be jointly appointed by the bargaining agent and the District to coordinate new teacher mentor efforts during the induction period. Teacher leaders will also assist in induction, mentor and effective instruction training. Teacher leaders may also be called upon to assist provisional and tenured teachers to attain the Classroom Performance Standards.

The teacher leader will not be put into an evaluative position of judging whether or not the teacher has been successful in making Classroom Performance Standards.

Teacher leaders shall be appointed for a three-year term. Instructional coaches may be reappointed for additional one-year terms, based on annual review.

5-10 EVALUATION OF TENURED TEACHERS

2005, 2007, 2008

A. DEFINITIONS

1. Classroom Performance Standards (Standards) - the foundation for summative evaluation in the Ogden City School District.
2. Formative Evaluation - evaluation done by an administrator in an effort to assist classroom performance by tenured teacher.
3. Summative Evaluation - the official, legal evaluation conducted by an administrator. The evaluation must be finalized prior to April 1st of any school year. This evaluation is based upon walk through observations of ongoing classroom performance as well as work toward goals set with licensed employee to be done by October 1st of any school year. A summative evaluation can be done at any time during the school year.
4. Walk-throughs - These are short observations done by a school administrator throughout the school year. Walk-throughs do not have to be announced. Administrators are responsible to communicate with the licensed employee as to their performance on an ongoing basis.
5. The Director of Human Resources and the Human Resource Specialist will review documents from administrators requesting formal remediation. This will be to determine if the administrator has followed district policy and procedure in regards to formal remediation.
6. Informal remediation - process of working with licensed employee on classroom performance. Informal remediation can include other teachers and specialists to assist, if requested by the licensed employee. A licensed employee can refuse the offer for informal remediation.
7. Formal remediation - process of working with licensed employee on classroom performance. The administrator must comply with negotiated procedures regarding remediation (see section 2-16)
8. Instructional coaches - see Memo of Understanding 7.

B. GENERAL PROCEDURES

The following procedures deal with classroom teachers and the classroom performance evaluation instrument. Deadlines and timeline procedures for remediation for other certificated

employees whose evaluation instrument is different from that of the classroom teacher will be consistent with this portion of the negotiated agreement.

1. The building administrator will meet with the tenured teacher by October 1st to go over the self-evaluation sheet and goals. They will jointly decide on goal(s) for the year. It is assumed that tenured teachers have mastered the Ogden City School District's Classroom Performance Standards (Standards). The building administrator will make short walk-through observations throughout the year. These walk-throughs are the basis of the summative evaluation.
2. Evaluation is a continuous and open process and will cover all activities and assignments associated with the teaching contract.
3. Each teacher, at the beginning of each school year, or upon his/her employment shall be apprised of the specific criteria upon which he/she will be evaluated.
4. The Board of Education and the bargaining agent shall adhere to the Utah Educator Evaluation Law. A copy of said law will be available on the Human Resource Services web site, www.ogdensd.org.
5. In those areas in which the contractual agreement with the licensed employees requires additional requirements over the minimum set by the law, the contractual agreement will be the policy by which evaluation shall be conducted.
6. All evaluators shall be fully and properly trained in the techniques and criteria to be used in the evaluation process.
7. All written evaluations will be signed by the evaluator and the tenured teacher. The signature of the teacher only denotes the receipt of the document and does not imply agreement with the contents.
8. The Instructional coaches cannot be put in the position of judging whether or not the teacher has been successful in making changes.

C. PROCEDURES FOR ACCEPTABLE EVALUATION OF TENURED TEACHERS

1. The building administrator will watch for goal achievement as well as attainment of the Standards. The building administrator will communicate either verbally or in writing about his/her observations.
2. If all Standards are acceptable through the year, the building administrator and the tenured teacher will meet by April 1st to review the goal(s) and sign the summative evaluation form.

3. The building administrator will provide a copy of the summative evaluation for the tenured teacher within 5 working days after the meeting date.

D. PROCEDURES FOR UNACCEPTABLE EVALUATION OF TENURED TEACHERS

1. If after the building administrator has made short walk-through observations throughout the year and he/she sees that three or more Standards in one area or five overall are not acceptable, the building administrator will:
 - a. Meet with the teacher within five working days of the observation(s)
 - b. Notify the teacher in writing of any observed deficiencies AND
 - c. Discuss methods of improvement.
2. In no less than 20 working days, the building administrator will make further observations. If, in subsequent observations:
 - a. The building administrator does not again note a specific deficiency; this shall be interpreted to mean that adequate improvement has taken place. The building administrator observes that three or more Standards that have already been documented remain unacceptable, the building administrator will notify the Human Resource Director. Upon review of documentation of the unacceptable Standards and recommendation of the Human Resource Director, a formal remediation plan and timeline will be developed with the building administrator and tenured teacher.
3. The teacher shall have a minimum of 20 working days in which to meet the Standards. If remediation is done, the building administrator may make visits to the classroom but will not make any judgments on the Standards in question until after the 20 days or remediation timeline are completed.
4. Once the remediation timeline or 20 days is finished, the building administrator will observe the tenured teacher to ascertain if the unacceptable Standards are acceptable. If at that time, the Standards are still unacceptable, the building administrator may choose to continue evaluations or invoke Corrective Discipline procedures. They will meet with the Director of Human Resource Services to review documentation of unacceptable Standards before invoking Corrective Discipline procedures.
5. If a teacher disagrees with his/her evaluation, he/she may submit a written statement that shall be attached to the file copy of

the evaluation in question and/or submit any complaints through the grievance procedure.

6. An educator who is not satisfied with an evaluation, has 30 days after receiving the written evaluation to request a review of the evaluation by a person who is not an employee of the district. (Utah Code 53A-10-110)

5-15 EVALUATION AND ASSISTANCE OF PROVISIONAL TEACHERS 2005,2007,2008

A. DEFINITIONS

1. Classroom Performance Standards (Standards) - the foundation for summative evaluation in the Ogden City School District.
2. Formative Goals - goals developed by an administrator in an effort to assist classroom performance by the provisional teacher to be conducted by October 1st, January 15th, and May 1st of any school year.
3. Summative Evaluation - the official, legal evaluation conducted by an administrator. The evaluation must be finalized prior to November 1st and March 1st of any school year. This evaluation is based upon walk-through observations of ongoing classroom performance as well as work toward goals set with licensed employee done through the formative evaluation process. A summative evaluation can be done at any time during the school year.
4. Walk-throughs - These are short observations done by a school administrator throughout the school year. Walk-throughs do not have to be announced. Administrators are responsible to communicate with the licensed employee as to their performance on an ongoing basis.
5. The Director of Human Resources and the Human Resource Specialist will review documentation from administrators requesting formal remediation. This will be to determine if the administrator has followed district policy and procedure in regards to formal remediation.
6. Informal remediation - process of working with licensed employee on classroom performance. Informal remediation can include other teachers and specialists to assist, if requested by the licensed employee. A licensed employee can refuse the offer for informal remediation.
7. Formal remediation - process of working with licensed employee on classroom performance. The administrator must comply with negotiated procedures regarding remediation (see section 2-16)
8. Instructional Coaches - see Memo of Understanding 7.

B. GENERAL PROCEDURES

1. Evaluation of provisional teachers is a continuous and open process designed to assist the provisional teacher to be successful in the classroom within the three year provisional period. The evaluation will cover all activities and assignments associated with classroom performance.
2. Each provisional teacher, upon employment and at the beginning of each school year, shall be apprised of the specific criteria upon which they will be evaluated.
3. The Board of Education and the bargaining agent shall adhere to the Utah Educator Evaluation Law. A copy of said law will be given to each provisional teacher.
4. In those areas in which the contractual agreement with the licensed employees requires additional requirements over the minimum set by the state law, the contractual agreement will be the policy by which evaluation shall be conducted.
5. All evaluators shall be fully and properly trained in the techniques and criteria to be used in the evaluation process.
6. All written evaluations will be signed by the evaluator and the provisional teacher. The signature of the teacher only denotes the receipt of the document and does not imply agreement with the contents.

C. PROCEDURES FOR PROVISIONAL TEACHER EVALUATION

9. Within 15 working days of the beginning of the teaching assignment, each building administrator, in consultation with the provisional teacher, will chose a teacher mentor for the provisional teacher.
10. The building administrator will meet with the provisional teacher and their mentor by October 1, January 15, and May 1 to establish and review the formative goal sheets designed to master the Classroom Performance Standards (Standards).
11. The building administrator will work with the mentor to assist the provisional teacher in meeting the Standards.
12. The building administrator will have a formal conference with the provisional teacher to review the first summative evaluation by November 1. A second formal conference will be held with the provisional teacher to review the second summative evaluation by March 1.

13. Copies of the summative evaluation must be given to the provisional teacher within five working days after each summative evaluation.
14. The building administrator will make several short, informal observations prior to November 1 (first summative evaluation) and from November 2 to March 1 (second summative evaluation).
15. If all Standards are acceptable, the administrator should give some type of written positive feedback to the teacher after each observation.

D. ASSISTANCE/REMEDICATION OF PROVISIONAL TEACHERS

1. The building administrator will work with the mentor to assist the provisional teacher in meeting the Standards.
2. If the building administrator observes that any Standards are not acceptable, the building administrator will:
 - a. Meet with the teacher within five working days of the observation(s).
 - b. Give the teacher written documentation of observed deficiencies.
 - c. Discuss methods for improvement.
3. The building administrator will allow no less than 20 working days prior to formally documenting observations of the provisional teacher. (November 1 (first summative evaluation), and March 1 (second summative evaluation) Building administrators may visit the classroom during the 20 days and give assistance if warranted. After a reasonable amount of time, (no less than 20 working days) the building administrator will make further observations. If, in subsequent observations:
 - a. The building administrator does not again note a specific deficiency, this shall be interpreted to mean that adequate improvement has taken place. The teacher will be notified in writing of improvement noted by the building administrator. The building administrator observes that three or more Standards that have already been documented are still unacceptable, the building administrator will notify the Director of Human Resources. See section 2-16 for details on formal remediation.
4. Provisional teachers must work with the building administrator to form a specific remediation plan and a time line.
5. The building administrator will have a formal conference with the provisional teacher to review the first summative evaluation by November 1st and review the second summative evaluation by March 1st. If some Standards are still in the process of remediation,

either informal or formal, the remediation will be documented on the summative form, and the provisional teacher will be marked as unacceptable in those Standards.

6. Once the remediation time line is completed, the building administrator will begin observations of the teacher again and focus on those Standards outlined in the formal remediation plan. If after more observation, those Standards are still unacceptable; the building administrator will notify the teacher in writing within five working days after the observations, of the continued deficiencies. The principal will then go to the Director of Human Resources for further corrective disciplinary procedures. The Director of Human Resources may recommend further remediation.
7. If a teacher disagrees with his/her evaluation, he/she may submit a written statement to Human Resource Services that shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
8. An educator who is not satisfied with an evaluation, has 30 calendar days after receiving the written evaluation to request a review of the evaluation by a person who is not an employee of the district. (Utah Code 53A-10-110)

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

2004

I. DEFINITIONS

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

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

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

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

Seniority: The number of years a teacher has been employed in the district. 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.

II. VOLUNTARY TRANSFERS

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

III. INVOLUNTARY TRANSFERS

1. When involuntary transfers are necessary, licensed employees should be transferred to a position consistent with their academic training, licensure, school experience or to positions for which the teacher is/or may be engaged in training, providing that proper state authorization can be obtained. Any possible reduction in salary will be identified in the Orderly Termination Policy.
2. Involuntary transfers will be made under the following conditions:
 - a. Reduction of students,
 - b. Discontinuance or reduction of a program,
 - c. To fill positions that cannot be accommodated by existing staff,
 - d. When such transfer is made for the best interests of the students of the Ogden City School District.
3. The licensed employee shall be notified immediately of a decision involving an involuntary transfer. If the transfer becomes a matter of grievance under Section 2-60 of this

agreement, the grievance process will be completed prior to acting on the matter. Licensed employees may not be transferred for having filed a concern or a grievance, or having been an interested party in a concern or a grievance against an administrator of the district. No licensed employee shall be involuntarily transferred without good cause.

4. The employee's licensure, endorsements, extra duty assignments, special abilities, length of service in the District, shall be taken into consideration in determining an involuntary transfer. Qualifications being substantially equal, seniority in the District shall take precedence.

IV. CHANGE OF ASSIGNMENT WITHIN A SCHOOL/PROGRAM

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

1. When Employees Volunteer

- a. When a vacancy in a school/program occurs, the administrator must notify all licensed employees within the building of the vacancy.
- b. Licensed employees interested in the assignment should submit a written request to the administrator of the school/program, who in turn will consult with the District.
- c. The administrator of the school/program will interview all interested licensed employees who have voluntarily requested a change of assignment. The licensed employees licensure, endorsements, extra duty assignments, special abilities, quality of teaching performance, ability to collaborate with peers, length of service in the district and previous involuntary transfer(s) shall be the primary factors in determining the change of assignment. Section 2-50 will be the basis for the decision of a principal for placement. Qualifications being substantially equal, seniority in the District will take precedence.

2. When Employees Do Not Volunteer

- a. If no current licensed employees volunteer for the change of assignment then the following criteria must be utilized to make the necessary change:
 - i. The licensure and endorsements of the licensed employees in the school/program.
 - ii. Extra duty assignments.

- iii. Special abilities
- iv. Quality of teaching performance.
- v. Length of service in the District.
- vi. Ability to collaborate with peers.
- vii. Past experience in grade/subject level to be filled.
- viii. Previous involuntary transfer(s)

Qualifications being substantially equal, seniority in the District shall take precedence.

B. Procedures When Reduction in Staff is Not an Issue

1. When a vacancy or new position in a school/program occurs, the administrator must notify all licensed employees within the school/program of the vacancy.
2. Licensed employees in the school/program interested in the assignment should submit a written request to the administrator of the school/program.
3. The administrator of the school/program will interview all interested licensed employees who have voluntarily requested a change of assignment. The licensed employees licensure, endorsements, extra duty assignments, special abilities, quality of teaching performance, length of service in the District, ability to collaborate with peers, past experience in grade/subject level to be filled and previous involuntary transfer(s) shall be primary factors in determining the change of assignment. The administrator will make the determination according to the provisions of 2-50.
4. If no current licensed employee is interested in the assignment or the administrator determines that the need of the school is not met by existing internal employees, the assignment will be posted for other licensed employees in the District to apply.
5. Other licensed employees in the District who want a voluntary transfer must follow the process outlined in Voluntary Transfers above.
6. Any licensed employee in the District may interview for any positions that are open where an administrator has not taken a voluntary transfer or where no licensed employees have requested a voluntary transfer.
7. Licensed candidates from outside of the District can apply for these positions, but placement of voluntary transfers must be considered prior to hiring outside candidates.

5-50 PERSONNEL RECORDS

1998, 2007

- (1) Building file - Only one school file shall be kept on a teacher. That file shall be located in the principal's (or supervisor's) office. The teacher's file shall be available to the teacher at all times and upon written request of the teacher, the file shall be available to a representative.

The building file shall contain relevant data including the official teacher evaluation. Disciplinary action at the verbal warning stage (written) will be kept in the building file for one calendar year after the incident. If no further incidences of the same type occur where disciplinary action is taken, said action will be taken out of the teacher's building file. Any disciplinary action at the written reprimand stages or higher will be kept for no more than five years. (A copy of the teacher's evaluations will stay in the building file).

- (2) Only one official district file shall be kept on a teacher. That file shall be located in the human resource services office. The teacher's file will be open to the teacher at all times. Upon written request of the teacher, said file will be available to a representative, i.e., Association representative, legal representative, etc.
- (3) No material shall be placed in the teacher's official district personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same notation shall be attached to the file copy of the material in question.

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

- (4) After five (5) years, disciplinary material in a teacher's official district file will be removed as long as the information is not part of a continuing disciplinary process.
- (5) If the district chooses not to remove disciplinary material after the 5th year the district will notify the teacher in writing, explaining what material was not removed and reasons thereof. If the teacher disagrees, a mutually agreeable hearing officer shall hear the dispute and make

recommendations to the district and the teacher. The teacher may also invoke the Grievance Procedure through section 2-60.

5-60 COMPLAINTS

1998

Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall be promptly called to the attention of the teacher, especially if said complaint is to be used for reasons of evaluation or to be placed in the teacher's file. If information from a complaint is used for disciplinary action or may affect a teacher's evaluation, the complaint must be in writing on the approved district incident report form. Said complaint must be completed by the parent or guardian and not by the student. The procedures of Section 5-50 Personnel Records shall apply to these records as well as all others that are placed in the file.

6-00 PROFESSIONAL DUTIES

6-10 LUNCH ROOM DUTY

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

6-15 PLAYGROUND DUTY

1997

Elementary teachers shall be relieved of direct supervision of recess. Responsibility for supervision and discipline of students while at recess will be under the direction of the teacher and discipline will be shared by the playground monitor, teacher, and principal. Methods of supervision, discipline of students and schedules of playground monitors shall be included as part of the school's safe school plan (section 9-20).

Schools may choose to have up to two 15-minute recesses per day (including passing time).

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

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

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

6-30 RESIDENCE

Teachers living outside of the Ogden area shall in no way let the circumstances of residence interfere with the normal requirements imposed upon all teachers as pertaining to special before or after school hour responsibilities such as faculty meetings, district or in-service meetings, or other school connected activities.

6-50 OTHER ACTIVITIES (EXCLUDING BUS DUTY AS PER SECTION 7-40) 2007

In order to protect the health and welfare of students on school grounds, in school buildings, or in educational activities conducted away from the school grounds, teachers will perform supervisory assignments and duties necessary to support such functions. These extra-curricular (outside of instructional time) assignments will not exceed three (3) per year per teacher unless the teacher expresses a desire to do so. When teachers are requested to perform supervisory assignments beyond three (3) functions, equal compensatory time will be given to the teacher to replace the lost planning time. Allowable options to compensate for missed time beyond three extra-curricular activities include, but are not limited to: use of Float days, Green sheet pay, compensatory time/coverage sheets. (Section 2-37).

At the first of each school year, faculty and the building administration will discuss and agree upon tentative assignments needed for the year. The expectation is that major after-hours extra-curricular activities (i.e., Back to School Night, Graduation, Parent Literacy Night, orientations for new students, sporting events, etc.) must be outlined at the beginning of the school year so that teachers can plan their schedules accordingly. Assignments should be equitably distributed among faculty members.

These activities will not negate hourly or negotiated agreements for supervisory activities for which payment is currently made.

7-00 PROFESSIONAL RELATIONSHIPS**7-10 PARENT-TEACHER CONFERENCES**

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

7-20 SECONDARY PLANNING/PREPARATION TIME

2004, 2007

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

Secondary teachers will be provided with a preparation period

during the school day or the amount of planning time equivalent to the percentage of contract time worked.

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

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

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

A. OPTION 1 - SECONDARY WITH COLLABORATION TIME

Secondary schools will have five hours and 45 minutes of instructional time on Mondays, Tuesdays, Thursdays and Fridays. Wednesdays will have four hours and 50 minutes of instructional time. Wednesdays will be the designated Teacher Collaboration Day for the District. Minimum days set by the District Calendar shall have four hours of instructional time.

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

OPTION 2 - SECONDARY WITHOUT COLLABORATION TIME

Secondary schools will have five hours and 34 minutes of instructional time, Monday through Friday. Minimum days set by the District Calendar shall have four hours of instructional time.

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

district program. This is planning time, but teachers also need to be available to work with students and parents during this time. Passing time and lunch-time are not defined as instructional time.

7-30 ELEMENTARY PLANNING/PREPARATION TIME

1995, 2004, 2007

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

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

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

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

OPTION 1 ELEMENTARY DAILY PLANNING TIME

Teachers will report to their school twenty minutes before the beginning of the instructional time and remain twenty minutes after the completion of the instructional time with an additional twenty-five minutes planning time each day. This is planning time, but teachers also need to be available to work with students and parents during this time. Elementary teachers using this option will be required to instruct five hours 35 minutes each day. The half days will be four hours in length.

A. ADOPTION 2 ELEMENTARY WEDNESDAY PLANNING TIME

Each teacher will be provided weekly with a single uninterrupted block of planning/preparation time of two hours. Elementary teachers using this option will be required to instruct six hours Monday, Tuesday, Thursday, and Friday and four hours Wednesday. The half days will be four hours in length. Teachers will report to work twenty minutes before the beginning of the instructional time and will stay twenty minutes after the completion of the instructional time. This is planning time, but teachers also need to be available to work with students and parents during this time.

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

7-40 PROFESSIONAL RESPONSIBILITY

2007

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

- (1) Elementary schools that bus students will initiate a school safety patrol, supervised by a teacher, to assist in loading and unloading of buses.

Secondary schools that bus students will assign a teacher or teachers to supervise bus loading. This assignment may be for a year, part of a year, or be rotated on a periodical basis. Any teacher filling this assignment will not be given other extracurricular supervisory assignments while filling this bus assignment.

- (2) Teachers shall not be required to collect money from students for activities or items that are clearly non-educational in purpose.
- (3) Teachers should not be required to transport students to activities that take place away from the school building unless previously agreed to as a condition of employment. Teachers may do so voluntarily with the approval of their principal or supervisor. In such events, teachers shall be covered by the provisions of the District's governmental immunity insurance policy.
- (4) When teachers are required to participate in extra-curricular activities (as defined in Section 6-50), every attempt will be made to adjust and equalize individual assignments or pay additional compensation or compensatory time as provided by the Board policy for extended services.

7-50 INSERVICE

Teachers shall be made aware of all available aspects of any in-service or special training program, including time commitments, extra pay rate, credit available, whether required, etc., prior to participation in the activity or program.

8-00 PAYROLL PROCEDURES**8-10 GENERAL**

2008

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

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

Payment for the first month of employment shall be adjusted so that the amount paid does not exceed actual earnings for that period.

Payment shall be made by direct-deposit to the savings or checking account of the financial institution of the employee's choice. Employees are responsible to submit all necessary information to the district payroll department.

When the last day of a month falls on a Saturday, Sunday, or a

school holiday, and time permits, arrangements may be made to effect payments on the preceding working day.

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

8-20 CHANGE IN SALARY STATUS

2007

The effective beginning date of a salary increase above that fixed by initial or annual appointment, and for all causes other than change in assignment or amount of time to be worked, shall be the first day of the month following the submission of satisfactory evidence (i.e., military service record, degree, license, etc.) to support claimed increase.

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

8-30 PRORATED SALARY

2009

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

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

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

8-40 FINAL PAYMENT

2007

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

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

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

Terminating employees that have completed the regular teaching year will have their group health and accident insurance continued

during June, July, and August.

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

8-45 STATUTE OF LIMITATIONS RELATING TO SALARY ADJUSTMENT

1998

A claim for salary adjustments is limited to one year prior to the date of the filing of the claim. The above time limitation applies to any claim by an employee that he or she was underpaid and to any claim by the District that an employee was overpaid.

This provision only applies to underpayments or overpayments, which arise on or after July 1, 1998.

8-50 DEDUCTIONS

8-51 ABSENCE

2007, 2009

Absence for personal business or for illness not covered by sick leave shall result in a daily salary deduction computed by dividing the annual salary of the employee concerned by the number of working days prescribed in his/her related annual calendar adopted by the Board of Education.

8-52 FEDERAL INCOME AND SOCIAL SECURITY TAXES

Federal Income and Social Security taxes shall be withheld in accordance with appropriate schedules, and on the basis of withholding allowance certificates filed with the Clerk-Treasurer by each employee. A single deduction for both Federal Income Tax and Social Security contributions based on a combined tax schedule may be made.

8-53 STATE INCOME TAX

State Income Tax shall be withheld in accordance with the law.

8-54 UTAH STATE RETIREMENT SYSTEM

Employees of the Board of Education will become members of the Utah State Retirement System in accordance with Utah State Law (UCA 49:10) and administrative rules and regulations of the Utah State Retirement Board, and will make contributions thereto by payroll deductions on all earnings during the period of their membership.

8-55 OTHER

2007/2008

On the written request and authorization of individual employees, submitted directly or through an employee association to the Business Office, additional deductions shall be made for the following items:

- (1) Membership dues to employee associations and related

organizations.

- (a) Deductions for and to education employee associations and related organizations shall be made in eleven (11) equal amounts beginning October 31 and concluding August 15. The district will transmit all dues and related organization payments to the education employee association(s) by August 15 of each year.
- (b) The bargaining agent agrees to hold the Board of Education of Ogden City harmless from suits by any bargaining agent member regarding dues deduction.
- (2) Employee personal insurance premium payments and premium payment to the bargaining agent sponsored insurance plans.
- (3) Employee participating premium payments to the Board sponsored health and accident insurance plans.
- (4) Member payments to the Education First Credit Union.
- (5) Employee contributions to the United Fund.

8-56 SALARY PAYMENT

Teachers shall be required to meet employment requirements before salary payment is made. No further regulations or requirements shall be made which would defer or hold up salary payments to a teacher. Exceptions of state or federal regulations mandatorily imposed on the school district will be considered.

8-57 NOTIFICATION OF DEFERRED PAYMENTS

It is recognized that salaries shall be paid in accordance with approved schedules. However, if a teacher's salary is to be withheld for any reason, said teacher shall be notified in writing seven (7) days prior to the normal salary payment as to the reason or reasons for such action. Upon clearing up such reasons and meeting agreed requirements, a check shall be submitted to said teacher at the first opportunity permitted by payroll processes.

8-58 SEPARATE PAYMENTS

2004

Teachers on other than regular teaching assignments shall receive a separate payment for services rendered.

8-60 TAX SHELTERED ANNUITIES

2004

The Board of Education will participate in employee "tax sheltered" annuity programs to the extent and within the limits

established and provided for by IRS code and Board Policy.

9-00 SAFE SCHOOL ENVIRONMENT

9-10 BOARD OF EDUCATION RESPONSIBILITY

1998,2007, 2009

It is the responsibility of the Ogden City Board of Education to provide students and employees a learning/working environment free from actual or threatened harm in which they can achieve to their highest potential. District administration will enforce district safe school policies. The District will be vigorous in its protection of all teachers against abuse. Any teacher who is threatened with harm is to notify his/her principal or supervisor as soon as possible, and steps are to be taken at once to protect the teacher's safety.

All teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The Superintendent or his/her designee shall comply with any reasonable request from the teacher or the bargaining agent for information in the possession of the District relating to the incident or the persons involved.

9-20 SAFE SCHOOL PLAN

2007

The district will continue to maintain a safe school oversight committee of teachers, parents and administrators. The role of this committee is to develop and/or improve the safe school plan for the district. The district plan must include provision for suspensions, expulsions, and denial of admission.

Each school site will establish a committee comprised of teachers, parents and administrators to develop methods of implementation of the district plan and to make any site level additions to the plan when necessary. Any site level additions to the district plan must be approved by the faculty and the administration.

Each plan will include:

- a. Plans for student supervision during emergencies (i.e. inclement weather days, disasters, building lockdowns, etc.)
- b. Procedures for referring "safe school" violators to the Student Services Department at the district office

The "district Safe School Committee" will meet (annually or when necessary) to review and make recommendations for improvements and/or implementation adjustments to the existing district Safe School Plan.

Each site level committee will meet (annually or when necessary) to review and make recommendations for improvements and/or implementation adjustments to the existing Safe School Plan. The Safe

School Plan for each school will be provided to each community council for approval.

Annually, a copy of the revised Safe School Plan from the district and a copy of each updated site level plan will be submitted to the Superintendent.

9-25 UNIFORM "STUDENT DISCIPLINE CODE"

It is the intent and responsibility of the Ogden City School District/Building Administration to consistently follow and enforce the uniform "Student Discipline Code" as well as other site level and district policies to provide a safe and uninterrupted educational environment for both students and teachers.

Each school site will provide written explanation/procedures for implementation of disciplinary measures including, but not limited to:

- a. Disruptive students during classroom/instructional time
- b. Student discipline outside the classroom/instructional time (i.e. lunch, recess, assemblies, etc.)
- c. Potential consequences for violations of additional site/building level rules or policies

9-30 REPORTING CRIMINAL ACTIVITY IN SCHOOL

1997

Each teacher will have a copy of reporting procedures and clear definitions for reporting activities such as alcohol and drug abuse, weapon possession, assaults, and arson in the school. The teacher shall report criminal activity to the principal on the approved form. The principal shall forward the report to the district office. The district office will then forward it to the Utah State Office of Education.

9-40 REPORTING VIOLENT JUVENILE OFFENDERS IN SCHOOL

The superintendent must notify the principal of any juvenile convicted of a weapons crime or any other crime covered by Utah Code Ann. Sec. 53A-11-1001-1002 within five days of notification from juvenile court. The principal must notify any adult staff member who is regularly responsible for supervision of the student within one day of his/her knowledge. The duty to inform adult staff members follows the student to different schools in the District and to any additional teachers a student might have within a school.

9-50 INDEMNIFICATION OF TEACHERS

1999

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

MEMO OF UNDERSTANDING 1
DAMAGE TO EMPLOYEE VEHICLES
2009-2010

The District agrees to reimburse employees for out of pocket costs incurred as a result of damage done to employee's vehicle due to vandalism. Said vandalism must:

1. Be verified and documented to employee's immediate administrative supervisor within two working days of the incident and
2. Have occurred at employee's place of employment during work hours.
3. Have been reported and verified through the applicable law enforcement agency, which may include school resource officers.

Reimbursement will be limited to the lesser of actual out of pocket expense or the deductible amount of employee's insurance coverage. In no case shall the reimbursement exceed \$250.

Memos of Understanding are valid only for the year dated above. For continuance, a new Memo of Understanding must be re-signed the following year.

MEMO OF UNDERSTANDING 2**EMPLOYEE DRESS****2009-2010**

The bargaining agent and the District agree to follow professional dress standards as defined in District Policy VI.6.2. Administrators are encouraged to work individually with employees whose dress is not consistent with this policy.

From District Policy Book, VI.B.2 Standards of Behavior

In dress, conduct, and interpersonal relationships, employees of the district are being continuously observed by students. Their actions and demeanor will be reflected in the conduct of the students. The Board expects the entire staff to strive to set the kind of example for students which will serve as a model for their own conduct and behavior and contribute toward a positive school climate.

Memos of Understanding are valid only for the year dated above. For continuance, a new Memo of Understanding must be re-signed the following year.

MEMO OF UNDERSTANDING 3
PAYMENT FOR NEW TEACHER INDUCTION
2009-2010

The Ogden City School District will pay new teachers their daily rate to attend the new teacher induction (not to include Prevention Dimension option) up to two days, to be held prior to the beginning of the contract in August 2008.

New teachers will be given the option to attend Prevention Dimension training before school and receive extra pay for attending.

Memos of Understanding are valid only for the year dated above. For continuance, a new Memo of Understanding must be re-signed the following year.

MEMO OF UNDERSTANDING 4
THE INSTRUCTIONAL COACHES
2009-2010

Teacher Leaders, as previously designated in Section 5-5, will not be in effect for the 2008-2009 school year. In their place, every elementary and secondary school will be assigned as Instructional Coach for the 2008-2009 school year. Elementary schools designated as Reading First Schools will continue to have Reading Coaches for the duration of the Reading First funding.

Instructional Coaches will be involved in mentoring teachers and will concentrate on instructional best practices. Instructional Coaches will also assist in induction, mentoring, and effective instructional training of new teachers. Instructional Coaches may also be called upon to assist provisional and tenured teacher in attaining the Classroom Performance Standards.

The Instructional Coach will not be put into an evaluative position of judging whether or not the teacher has been successful in making Classroom Performance Standards.

Memos of Understanding are valid only for the year dated above. For continuance, a new Memo of Understanding must be re-signed the following year.

MEMO OF UNDERSTANDING 5
EDUCATOR SALARY ADJUSTMENT
2009-2010

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

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

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

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

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

Memos of Understanding are valid only for the year dated above. For continuance, a new Memo of Understanding must be re-signed the following year.

MEMO OF UNDERSTANDING 6
ARRA PROFESSIONAL DEVELOPMENT
2009-2010

Licensed employees will be paid for six days of ARRA Professional Development at 75% of the daily rate. The ARRA Days (six days) will be split, one-half day for Professional Development and one-half day for Development and Implementation. Development and Implementation time is time spent by the teacher in their classroom or Professional Learning Community or Small Learning Community for the purposes of the development and implementation of the ARRA Professional Development.

To receive this rate the Ogden Education Association (OEA) agree to the following conditions:

1. The OEA will write a statement of endorsement and support for the OCSD improvement plan.
2. The OEA building representatives will meet two times during the 2009-2010 school year with OCSD district administration to discuss student achievement, closing achievement gaps, and strategies on how to move the district out of corrective action.
3. The OEA elected representatives will meet an additional two times with OCSD district administrators to discuss student achievement, closing achievement gaps, and strategies on how to move the district out of corrective action.
4. Teachers will be compensated for time spent through extra time for extra service.

Memos of Understanding are valid only for the year dated above. For continuance, a new Memo of Understanding must be re-signed the following year.

MEMO OF UNDERSTANDING 7
CORRECTIVE DISCIPLINE COMMITTEE
2009-2010

The bargaining agent and the District agree to implement a committee to study all issues pertaining to Corrective Discipline and the updating of the Corrective Discipline process and procedure. This committee will begin meeting prior to October 1.

Memos of Understanding are valid only for the year dated above. For continuance, a new Memo of Understanding must be re-signed the following year.

LICENSED NEGOTIATIONS 2009-2010

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