

Davis School District Policy and Procedures

Subject: 8DA - Davis Educators' Agreement - 2008-2009

Index: Negotiated Agreement

Revised: July 1, 2008

1. ARTICLE I GENERAL PROVISIONS

- 1.1 In line with the constancy of the Board's policy of not discriminating against any teacher because of race, creed, color, sex, national origin, age, religion, disability or marital status and the Association's standing rule to admit persons to membership without discrimination on the basis of race, color, creed, national origin, sex, age, religion, disability or marital status, it is agreed that none of these conditions will be pre-conditions of employment.
 - 1.1.1 The Davis Board of Education and the employee association(s) recognize mutual responsibility to comply with all relevant provisions of the Americans with Disabilities Act (ADA) in providing reasonable accommodations to qualified individuals with disabilities.
- 1.2 The Board and the Association understand that the Board has certain powers and responsibilities that under the Constitution and Laws of the State of Utah may not be delegated to another group or organization. Accordingly, if any provisions of this Agreement or any application of this Agreement to any teacher covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law. All other provisions or application of this Agreement shall continue in full force and effect.
- 1.3 No change, revision, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and is endorsed in writing by both parties.
- 1.4 This Agreement shall be deemed to be a part of each individual teacher's contract by reference thereof.
- 1.5 The terms of this agreement are effective as of July 1, 2008.

2. ARTICLE II RECOGNITION

- 2.1 Having been identified as the exclusive bargaining agent under Board Policy, the Board of Education recognizes the Davis Education Association ("the Association") as the exclusive representative of the licensed personnel except as herein provided. Any individual teacher shall have the right to present grievances, with or without representation by the Association, in accordance with the Grievance Procedure provided. Nothing in this Agreement shall be so construed as to deprive any individual of his/her rights under the Utah Right to Work Law nor his/her rights as set forth in Title IV of the Civil Rights Act or under Chapter 34, Utah Code Annotated, 1953, or amendments thereto.
- 2.2 The Davis Education Association recognizes the Board of Education as having all the rights and powers as provided in the constitution and the laws of the State of Utah.
- 2.3 The Board shall continue to recognize the Association as the exclusive representative for the term of this Agreement or any renewal thereof as long as there is verification of representation.
- 2.4 Employee associations may use the buildings for meetings and membership drives. These meetings shall be without cost and include the use of faculty rooms, class rooms, auditoriums, and multipurpose (cafeteria) rooms. These meetings should not interfere

with the normal operation of the school where teachers are working with students and should follow other District policies.

2.5 **EXCLUSIVITY**

2.5.1 The rights and privileges of the teachers' organization and its representatives as set forth in this article shall be granted only to the Association as the exclusive bargaining agent of teachers.

2.5.2 **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.

2.5.3 **Employee Associations Use of Facilities**

Employee associations may use the District delivery system (pony), place notices, circulars, and other materials on designated bulletin boards and in teachers' mailboxes.. Authorized representatives of the associations will assume responsibility for the posting or distributing of material for the associations. When appropriate, such materials shall be signed.

2.6 **EXCEPTED PERSONNEL**

This agreement shall include all personnel except:

Substitute Workers	Supervisors	Assistant Superintendents
Seasonal Employees	Administrative Specialists	Associate Superintendents
Classified Employees	Directors	Business Administrator
District Coordinators	Assistant Directors	Superintendent
Assistant Principals	Administrative Assistants	
Principals	School Directors	

Licensed educators working as School Technology Specialists will be paid according to District Salary Table 6 but are otherwise covered under the provisions of this agreement.

3. **ARTICLE III NEGOTIATIONS PROCEDURE**

3.1 **CONDUCTING NEGOTIATIONS**

3.1.1 On a mutually agreed upon date, the parties shall initiate negotiations for the purpose of entering into a succeeding agreement.

3.1.2 The negotiation teams shall consist of an equal number of Association representatives and representatives designated by the Board of Education. The exact number shall be mutually agreed to by the Association President and the Superintendent or his/her designee.

3.1.3 During negotiations, upon reasonable request of either party, the other will make available for inspection its records and data relevant to the subject of negotiations.

3.1.4 Salary and Benefit items will be negotiated every year. Policy issues will be negotiated during odd-numbered years and will be limited to ten (10) such items per party. This will not preclude discussion of proposed changes at any time through the Liaison process.

3.1.5 If negotiations are scheduled during the school day, negotiators shall be given released time from their regular educational assignments.

3.2 **DISPUTE RESOLUTION**

3.2.1 **Impasse.** If agreement cannot be reached through the negotiation process within ninety (90) calendar days of the first formal negotiation session, either party may declare impasse. A declaration of impasse must be in writing and must state the disputed issues. A copy of the declaration must be submitted to each

negotiation team before being released to any other party.

3.2.2 **Appointment of Mediator.** On impasse, the issues in dispute will be submitted to mediation. The State Superintendent shall appoint a mediator within five (5) days after receiving the written request for appointment of a mediator. The mediator will be mutually acceptable to the School Board and the DEA. The mediator shall meet with the parties or their representatives, either jointly or separately, and shall take such other steps as may be deemed appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. For the purpose of mediation, parties agree to fully comply with the requests of the mediator. The expenses of the mediation shall be paid equally by the parties.

3.2.3 **Fact Finding.** If the mediator is unable to effect settlement of the controversy within thirty (30) calendar days after the declaration of impasse, either party may, by written notice to the other, request that all unresolved issues be submitted to fact finding. Either party may request the Utah chapter of the American Arbitration Association to provide a list, not to exceed five names, of individuals to perform fact finding. On receipt of the list, the parties shall determine by lot which party is to strike the first name from the list. The parties shall alternately strike names from the list until only one name remains. The person whose name is not struck from the list shall be the fact finder.

- (1) Procedures for Fact Finding. The fact finder shall, within ten (10) calendar days after being appointed, meet with the parties or their representatives, jointly or separately, and make inquiries and investigations, hold hearings, and take such other steps as deemed appropriate. For the purpose of such hearings, investigations, and inquiries, the fact finder shall have the power to require the attendance and testimony of witnesses and the production of evidence. The parties agree to fully comply with the requests of the fact finder.
- (2) All expenses of the fact finder shall be borne equally by the parties. Each party shall be responsible for the expenses of the witnesses it calls.
- (3) The fact finder shall make a report of findings of fact and recommendations to both parties within fourteen (14) calendar days of the end of the hearing.
- (4) If the parties are unable to reach agreement, either party may, after ten (10) calendar days following the receipt of the fact finder's report, make the report public.

3.2.4 **General.** Where a written notice is required in this section, the notice shall be either personally delivered or mailed, postage prepaid, to the President of the Association or to the Superintendent.

The parties agree to fully cooperate with each other to facilitate mediation and fact finding.

The provisions of this Agreement relating to mediation and fact finding do not expire with this Agreement. The President of the Association and the Superintendent may mutually agree to extend any of the dates set forth in this section, not to exceed ten (10) days, if such agreement is made in writing.

3.3 **DISTRIBUTION OF DAVIS EDUCATORS AGREEMENT**

This agreement shall be entered in the District electronic information system and be accessible through the District web site in the policy manual section. Copies of the current agreement also shall be distributed annually to all District administrators and Association building representatives. A copy of the agreement shall be available in the administrative office and faculty room of each school.

4. ARTICLE IV CONDITIONS OF EMPLOYMENT

4.1 CONTRACT YEAR

4.1.1 Contract Days

- [a] Full-time educators in schools on a traditional calendar will work 188 days; those in schools on a year-round calendar will work 180 days.
- [b] Seven contract days will be designated as Quality Teaching days and will be funded through the Quality Teaching Block Grant. These days will be used for activities that support the school, department/grade level and individual professional development activities as outlined by each site's School Improvement Plan. Activities scheduled for Quality Teaching days shall focus on improving classroom instruction and student learning, and may include: data gathering, data organization, data analysis, accreditation activities, and other research-based activities which support student achievement and the School Improvement Plan. Special educators and related services have specialized job and legal requirements. In lieu of the curriculum-directed quality teaching contract day prior to the start of the school year, these educators will use the equivalent 7.5 hours (to be worked incrementally throughout the school year) for meetings, training, and State file compliance requirements.
- [c] One contract day will be scheduled prior to the beginning of each school year and will be reserved for individual and team planning activities. School and District meetings and activities will not be held during this time.
- [d] In addition to the contract days noted in [a], educators will be paid their hourly rate for 6.4 hours of planning and preparation. These hours may be worked on-site at the educator's discretion, but must be completed by October 31st.
- [e] Each year, the District may conduct orientation/training sessions for educators who are hired that year. Newly employed educators are obligated to attend these orientations in addition to the contract days in 4.1.1[a].
- [f] Contract days are subject to the Leave Provisions in section 5.11.
- [g] Educators receive no paid holidays or vacations.

4.2 SALARY DETERMINATIONS

4.2.1 Determining Accredited Teaching Experience

In determining accredited teaching experience for educators hired effective July 1, 2000, or later, credit will be allowed for the first ten (10) years of qualified teaching experience outside the District and for all teaching experience in the District except when rehiring individuals who previously have retired from the District. Davis School District retirees with at least ten (10) years of experience who are rehired on a teacher salary schedule shall be placed on step eleven (11) of that schedule.

- [a] However, the Superintendent may authorize salary credit for teaching experience beyond ten (10) years in the following situations:
 - (i) when a fully qualified applicant cannot be recruited at the ten-year salary rate;
 - (ii) when an applicant is hired whose qualifications substantially exceed those of the other candidates for the same position; or
 - (iii) when the Superintendent determines that the District's best interests would be served by granting salary credit for additional experience.
- [b] However, salary credit for teaching experience shall not exceed the actual total amount of previous teaching experience.
- [c] Allowable teaching experience shall be based upon relevant teaching experience which is verified by the organization where employment took place.
- [d] At the time of employment the District shall evaluate experience in private

- schools, institutions of higher education, or other professional employment, and grant credit if approved by the Superintendent of Schools.
- [e] The Board reserves the right to further limit accredited teaching experience outside the District.
 - [f] In granting salary credit for qualifying experience outside the Davis School District, the District shall:
 - (i) grant one (1) year of credit for each year of full-time experience;
 - (ii) grant one (1) year of credit for any two (2) half-time or three (3) quarters time years of experience;
 - (iii) deny credit for any partial year of experience that when combined with another partial year of experience does not equal one (1) year as defined in (ii);
 - (iv) deny credit for military experience; and
 - (v) deny credit for any experience outside the United States for which the Utah State Office of Education does not reimburse the District.
 - [g] Teacher Exchange Program
A teacher will be allowed to transfer to the Davis District, without loss of experience credit, by following this process:
 - (i) Find a teacher in the Davis District who would agree to transfer to the district from which the transferring teacher would be coming. That teacher must have approximately the equivalent length of service.
 - (ii) Gain the approval of both principals and districts for the transfer.
 - (iii) Have the approval of the other district that full credit will be given for all teaching experience.
 - (iv) The Davis District will then agree to hire the other teacher with full credit for his or her teaching experience.
 - (v) This supersedes the provisions of 4.2 relative to limiting the credit for teaching experience.
- 4.2.2 Allowance for Special Services
- [a] The Board of Education may grant to teachers an amount not to exceed \$500 above the basic schedule for special services. No compensation for special services shall be considered as "salary" or "pay." The award of any amount for special services shall not establish any right or expectation for any continuing award and the award may be terminated upon reassignment of the recipient.
 - [b] Full-time special education classroom teachers may be authorized two (2) days of released time upon the approval of the principal and the special education director. These days may be scheduled at anytime during the school year, but must be utilized to provide on-site time for planning, paperwork completion and conferencing for I.E.P.'s.
- 4.2.3 Frozen Salaries
- The Board of Education reserves the right to hold an employee's salary at any level if that employee's work is not entirely satisfactory. Before this policy is applied, employees affected will be notified in writing at least sixty (60) days in advance of such action.
- 4.2.4 Rate of Pay
- [a] The daily rate of pay for licensed personnel is determined by dividing the applicable annual salary as found in Teachers Salary Schedule (Sec. 4.16 and 4.17) by the total number of contract days as listed above in Section 4.1.1.
 - [b] The hourly rate of pay for licensed personnel is determined by dividing the daily rate of pay by eight (8).
- 4.2.5 Extended Year Contracts
- [a] Secondary Librarians are approved to work five (5) days beyond the teachers'

- standard contract. These days may be scheduled either before or after the regular teacher contract days in consultation with the school principal.
- [b] Secondary School Counselors working full-time are authorized to work fifteen (15) additional days beyond the teachers' standard contract. These days, or the equivalent number of hours, may be scheduled either before or after the standard teacher contract days, or hours, and shall be reported to the Director of Counselors and Comprehensive Guidance. Secondary counselors working part-time shall receive a prorated number of days/hours.
 - [c] Licensed Special Educators and Related Servers are authorized fifteen (15) additional hours beyond the teachers' standard contract to complete paperwork related to their assignments. These hours may be scheduled before or after the standard teacher school days. The hours shall be verified by the school administrator and submitted in increments of not less than 3.5 hours.
 - [d] Educators' daily or hourly rates of pay will apply to extended year contracts.
- 4.2.6 Qualifications for Additional Salary Lanes
- [a] Deadlines
 - (i) All completed lane change requests must be submitted to Human Resources on or before the 1st of the month to allow the appropriate salary adjustments for any earnings subsequent to that date. If proper documentation is submitted at the time of application, salary adjustments will normally be reflected in the following month's check. In the event that proper documentation cannot be provided at the time of application, but all course work is completed before the date of application, a thirty (30) calendar day period will be allowed to provide proper documentation, with the salary adjustment retroactive to the time it would have taken effect had proper documentation been provided at the time of application. In order to qualify for the retroactive salary adjustment, the employee must submit with the application a letter clearly identifying all documentation that is omitted; and the application, except for the missing documentation, must be complete. Any salary adjustments for lane change requests submitted after the first of the month of the last full month worked will not be included in any payments on the current contract year but instead will be reflected on payments beginning the next contract year.
 - (ii) Requests (including proper documentation) received by the 1st of the month deadline, but taking longer to approve, will be processed retroactive to the 1st of the month following the month of the original submission.
 - [b] Provisions
 - (i) Courses which carry college credit must be granted from accredited institutions of higher education, and the accreditation must be recognized and accepted by the Utah State Office of Education.
 - (ii) In order to be eligible for lane change credit, courses cannot be part of the requirements for the educator's bachelors degree or original teacher licensure.
 - (iii) Educators who receive a masters degree and are placed on the BS+75/Masters lane may thereafter submit any eligible course credits towards subsequent lane changes, as long as the courses were not required for completion of the masters degree and have not previously been counted towards a lane change. Educators who attain the BS+60 lane prior to being placed on the Masters lane may also thereafter receive lane change credit for courses required as part of their Masters program provided that the individual courses have not been applied

- towards prior lane changes.
 - (iv) Credits which are not acceptable to the District Lane Change Committee will be rejected, the reasons therefore stated and communicated to the applicant. Applications (including proper documentation) that are approved will be maintained in the employee's District personnel file.
 - (v) Upon approval, all requests shall be endorsed by a representative of the committee and forwarded to the Superintendent's Office for review and implementation according to procedures agreed to by the Board of Education and Davis Education Association.
- [c] Courses Considered for Lane Change Credit
- (i) Graduate Credit:
 - (1) Graduate course work need not be related to the educator's present teaching assignment.
 - (2) Must be submitted with supporting documents explaining the numeration system when proof of graduate credit is not defined on the transcript.
 - (3) Educators whose assignments require specialist certification necessitating a masters degree of at least eighty (80) quarter hours beyond a bachelors degree shall be placed on lane 5 (masters + 30 hours) of the teacher salary schedule. Eligible specialists requesting such lane placement shall provide written documentation verifying that their masters degree program required at least eighty (80) quarter hours beyond a bachelors degree for Utah certification.
 - (ii) Undergraduate Credit:
 - (1) May not be approved unless classes are directly related to one's teaching assignment. If not directly related, courses require approval from the District Lane Change Committee. Forms for undergraduate approval are available from the Human Resources Department.
 - (2) Approval will not be granted for classes taken before September 1, 1976.
 - (iii) In-service Hours:
 - (1) Must be approved by the Utah State Office of Education. Courses taken prior to September 1987 must be verified by submitting official certificates of completion.
 - (2) Approval will not be granted for classes taken before September 1, 1974.
 - (3) Inservice hours completed prior to 1987 may account for no more than half of the hours required for a lane change.
 - (4) Educators may request from the Davis District Staff Development Department written documentation of State Office of Education lane change/recertification credit. Documentation normally shall be available one month following the last session of a course or workshop. A listing of District in-service courses will be made available to teachers.
- [d] Course Documentation
- (ii) Documentation of successful course completion must be submitted on an original transcript of credits, original report card, or an original letter from the instructor on school letterhead from the institution awarding the credit.
 - (ii) Undergraduate courses not directly related to an educator's current teaching assignment must be accompanied by a Lane Change

Committee Approval Form.

- [e] District Lane Change Committee
The District Lane Change Committee of the Davis School District shall be comprised of six (6) licensed staff members appointed by the Board of Education of the Davis School District., The chair shall be appointed by the Superintendent of Schools. Initial committee members shall be appointed for terms of two (2) years and shall serve until June 30th when new members will be appointed. Replacements will be appointed in the event a member is not able to complete his/her assigned term.

4.2.7 National Board Certification

Educators with current National Board Certification will receive a stipend of one-thousand dollars (\$1,000) per year in addition to their regular salary. Evidence of current National Board Certification shall be provided to the District Human Resources Department.

4.3 **WORKSPACE**

It is the goal of the District that all educators have an adequate physical space in which to work. Areas which are to be used for teaching, testing, small group instruction or counseling of students must be large enough to accommodate the number of students involved in these activities. In addition, the space must have adequate light, ventilation, heat, electrical connections and furniture. Any educator who feels that the space to which he/she has been assigned is not adequate and that such inadequacy will impact his/her ability to work effectively with students shall be entitled to a review of that workspace. Such review will be conducted by a team containing one representative designated by the superintendent and one representative designated by the Association.

4.4 **ELEMENTARY PLANNING TIME**

All elementary schools will allow for teacher planning time on one (1) day each week, as approved by the Board of Education, by shortening that day and proportionately lengthening the remaining days in the week. In the event that the early-out day falls on a holiday, no early-out planning time will be provided for that week.

- 4.4.1 The planning time is to be used for individual or group planning activities and not for faculty meetings, training or other routine school activities unless agreed upon by the JSSC.

- 4.4.2 The total time for students to be in the class shall meet the state requirements and the total teacher time shall meet contract obligations.

4.5 **ELEMENTARY PREPARATION TIME**

All elementary educators, including special education and reading teachers, will receive the equivalent of forty-five (45) minutes per day of preparation time during the contract day. Teachers are expected to use this time in direct preparation for their classroom teaching. The principal, in cooperation with the staff and the JSSC, will determine how to structure the preparation program for their school. The preparation schedule may be modified for special activities if agreed upon by the JSSC after consultation with the faculty.

By mutual agreement of the contract negotiating teams, an elementary preparation time committee may be convened to evaluate and recommend changes to the Elementary Prep Time Program. Such committee will be made up of an equal number of educators, classified employees, and administrators. This committee will make recommendations to the negotiation teams about how future funding can best be used to promote high quality instruction within the preparation time program.

- 4.5.1 Elementary preparation time will include the following components:

- [a] Each school will receive funds sufficient to provide a minimum of one-hundred-twenty (120) minutes preparation time per teacher per week. The funds may be used for hiring either certified teachers, paraprofessionals or a combination of the two to provide preparation time.

- [b] An additional hour of preparation time will be provided for each teacher through a combination of Library Media and Computer Lab.
- [c] Each school will employ personnel sufficient to provide a minimum of forty-five (45) minutes of clerical and/or teacher assistant time per teacher per week.
- [d] Reasonable efforts shall be made to secure substitutes for elementary preparation time employees who are absent.

4.6 TRADITIONALLY-SCHEDULED ELEMENTARY SCHOOLS

As far as possible, all classes on a grade level will be equalized in enrollment. In some instances, a school may choose to begin the year with slightly lower enrollment in classes in which a teacher has an English as a Second Language (ESL) endorsement to accommodate English Language Learners (ELL) who enroll after the school year begins.

4.7 YEAR-ROUND SCHOOLS

4.7.1 To accommodate the challenges of year-round school staffing and to avoid schedule conflicts for educators and their families, educators living within the District will be allowed to have their children attend the school where they work when there is space available. Requests must be submitted in writing to the District Student Services Department in accordance with the student transfer policy.

4.7.2 Educators with children attending year-round schools will be given first consideration to have their children's track assignment coincide with their teaching track assignment. Requests must be made in a timely manner.

4.7.3 Elementary

- [a] Track enrollment: As far as possible each track on a grade level will be equalized in numbers. New students will begin with their assigned track.
- [b] Rotation days will be conducted on an early-out day. Whenever possible a desk for each teacher will be provided.
- [c] Early-out days will be required at year-round schools on track change day for the track going off.
- [d] A secured storage area will be provided for teachers during their off-track period.
- [e] The District departments scheduling in-service training shall make an effort to schedule the training during off track times throughout the school year.
- [f] Kindergarten teachers in year-round schools shall not be assigned to teach multiple tracks.

4.7.4 Track Change Reimbursement

- [a] Funds are provided for the purpose of assisting year-round educators who have to use time beyond contract hours to move into their classrooms.
- [b] Teachers who are required to rotate rooms shall receive an hourly stipend, with a maximum of four (4) hours per track change for time spent above and beyond the contract hours. The stipend will be paid at the rate specified in Section 4.11.4 [b].

4.7.5 Attendance During Track Changes

Only in the event of extenuating circumstances will teachers be permitted to take personal leave on regularly scheduled parent/teacher conference days and the first day and last two (2) days of their track assignment.

4.8 JUNIOR HIGH FRIDAY EARLY OUT

All junior high schools will allow for teacher planning time to support middle level philosophy and implementation on one (1) day each week. This will be accomplished by shortening the day and proportionately lengthening the remaining days in the week. In the event that early-out day falls on a holiday, no early-out planning time will be provided for that week.

4.8.1 The planning time is to be used for department, team, and/or individual planning activities and not for faculty meetings, training, or other routine school activities unless agreed upon by the JSSC.

- 4.8.2 The total time for students to be in class shall meet the state requirements and the total teacher time shall meet contract obligations.
- 4.9 **HIGH SCHOOL LATE START**
High schools will start late on the first Friday of each month, as approved by the Board of Education. Each school's JSSC will have input into the use of this time, which is intended to support small learning communities.
- 4.10 **SUBSTITUTE TEACHERS**
When a substitute teacher (including resource and reading teachers) is required because of teacher illness or other teacher absence, the teacher shall notify the principal and shall follow the procedures designated for arranging for a substitute through the District automated substitute teacher program. Teachers shall notify their principal and shall arrange for a substitute as far in advance of their anticipated absence as possible. Teachers anticipating absence due to illness shall inform their principal no later than the notification deadline established by the school. Each principal shall determine the appropriate notification deadline for his/her school and shall inform school staff of this deadline. After meeting the notification requirements listed above, teachers absent due to illness should not be required to return to their teaching position in cases when substitutes are not found. Similarly, teachers who have met the above requirements in order to attend an approved District inservice or workshop, should not be required to cancel except as a last resort on an emergency basis. Under normal circumstances, the teacher has the responsibility to provide the substitute with appropriate lesson plans, seating charts and classroom procedures.
- 4.10.1 The teaching staff shall indicate to the principal those substitutes who have been satisfactory and may recommend a specific teacher.
- 4.10.2 The teacher may contact the substitute teacher previously agreed upon with the principal to provide additional instructions. If it is anticipated that the absence will be more than two (2) days, the principal may ask the teacher to personally contact the substitute previously agreed upon to make the specific arrangements.
- 4.10.3 To provide maximum assistance to substitute teachers, adequate plans and proper directions shall be provided.
- 4.10.4 Qualified teachers shall be identified on an approved list considering past performance, training and ability and shall be given preference where practicable.
- 4.10.5 Substitute teachers shall provide a daily report of class activities and assignments to the teacher and/or principal. Such reports shall be attached to the teachers lesson plans.
- 4.10.6 Davis teachers serving as substitutes for teachers will be paid at the long-term substitute rate. The substitute rate shall be pro-rated to an hourly basis if the assignment is for fewer than three (3) hours per day.
- 4.10.7 When the automated sub-finder system is not successful in filling an absence, or when prior principal approval is obtained, teachers within a school who fill in for absent teachers will be granted additional personal leave on an hour-for-hour basis. This will apply to teachers in secondary schools who substitute during their prep period or teachers in year-round elementary schools who substitute when they are off track. This leave shall be governed by the personal leave policy (section 5.17). Schools will be responsible for submitting monthly record of additional personal leave earned under this policy.
- 4.11 **STAFF DEVELOPMENT**
- 4.11.1 Educators who are presenters in District compensated staff development classes shall be paid at their regular hourly rate of pay for each staff development hour taught and at the rate specified in Section 4.11.4 [b] for preparation time. Paid preparation time cannot exceed workshop teaching time.
- 4.11.2 Attendance at staff development classes is voluntary when outside of contract hours
- 4.11.3 Educators who choose to attend school-sponsored staff development classes may be

compensated with a stipend as determined by the administrator. In addition, lane change credit and relicensure points may be offered.

- 4.11.4 Counselors and related servers will receive two (2) hours or released time per month to attend District professional development activities.

4.12 PROFESSIONAL RESPONSIBILITY AND ORGANIZATION FOR EXTRA DUTIES

The contractual agreement with licensed educators sometimes involves a commitment of time and responsibility beyond the classroom and regular school hours. In secondary schools this may require supervision, direction and/or coaching of various clubs, activities and athletic teams. When such positions are open, the principal shall give first consideration to licensed educators employed at the site who have indicated an interest on the yearly reassignment request form. At the elementary level, it becomes necessary for teachers to assume the direction and supervision of their students throughout the school day as organized and directed by the principal. For all compensated extra duty and coaching assignments, principals will submit the names along with their positions and amounts of compensation to the Board of Education for formal approval. Compensation for extra duty shall not be considered as "salary" or "pay." Payment for extended contracts shall be considered compensation for extra duty. Compensation for extra duty may be withdrawn at any time upon reassignment of the recipient. Receipt of compensation for extra duty shall establish no right, expectation, or requirement that such assignment and compensation will continue in the future. Extra duty assignments may be modified or changed at any time. When either the educator or the principal wishes to discontinue an extra duty assignment, the parties will meet as early as possible to discuss the assignment. Whenever possible, changes in the assignment should be arranged prior to July 1 to ensure that both parties have adequate time to make alternative arrangements, if necessary.

4.12.1 Lunch Supervision and Extra Duties — Elementary:

- [a] The principal will seek volunteers from the licensed staff for lunch time playground duty, lunchroom duty, before-and-after school bus duty, and before-and-after school student supervision. In cases of no volunteers, use of teacher assistants or paid community volunteers for these duties is recommended. In case no volunteers or teacher assistants are available, then the principal may select from the faculty individuals whom he/she desires to assume the responsibility.
- [b] Professional staff members who perform any of the duties listed above will be paid at the rate of \$13.94 per hour. The principal will submit a plan for payment of extra duties to be approved by the Superintendent of Schools.

4.12.2 Lunchroom Supervision — Secondary:

The principal will submit a plan for payment of lunchroom supervision, including two (2) paid duty positions to be approved by the Superintendent of Schools. Principals will assign lunchroom supervision to teachers as an extra duty rather than in lieu of a regular class period wherever feasible. Pay shall be at the rate of \$13.94 per hour.

4.12.3 Elementary and Secondary Extended Teaching Contracts (Productivity):

- [a] An extended teaching contract is defined as any specified number of teaching hours in addition to a teacher's 7 1/2 hour regular contract where the additional hours are spent teaching in the same program and school. Such a contract is also known as productivity.
- [b] Acceptance of a productivity teaching assignment shall not be required.
- [c] Teacher compensation shall be calculated at an hourly rate based upon the teacher's position on the salary schedule.
- [d] In secondary schools, teachers will be paid for one (1) extra hour daily, which allows for forty-five (45) minutes of teaching time and fifteen (15) minutes preparation.
- [e] Teacher compensation for extended teaching contracts shall be part of the

regular monthly check. Teachers in secondary schools with A/B schedules will be paid for two (2) extra hours every other day.

4.12.4 Additional Educational Duties and Non-athletic Extra Duty

- [a] Additional educational duties include teaching staff development classes, make-up classes, summer school, 3-6 high school, summer coaching clinics, and other assignments that involve teaching groups of students but which are not part of the regular school day.
 - (i) Educators performing these duties shall receive their hourly rate of pay where class enrollment permits.
 - (ii) In the event that enrollment fees are insufficient to cover the instructor's salary and benefits and needed supplies, the educator may agree to work for a reduced rate. If the educator does not agree, the course will be cancelled.
 - (iii) In no case will a teacher's rate of pay be reduced once the course or activity has begun.
- [b] Non-athletic extra duties include those which do not involve direct instruction of groups of students, such as tutoring, monitoring study halls after school, track changes, etc. Educators performing these duties will be paid the hourly rate of a step 1, lane 1 educator.
- [c] Educators who agree to take a Home Hospital assignment will be paid at the hourly rate of a Lane 1, Step 10 teacher.
- [d] Educators who agree to perform specific tasks for which the work hours are not defined, such as web page creation or serving on a District committee, will be paid a stipend to be agreed upon by the educator and the supervisor.

4.12.5 Additional Compensation for Supervision of Extracurricular Activities — Secondary

- [a] **Athletic:**

Payment for the athletic assignments which involve time beyond the regular school assignment will be paid according to the following Junior High School and High School Coaches Pay Schedules.
- [b] Junior High Coaching Extra Compensation Schedule

DAVIS COUNTY SCHOOL DISTRICT JUNIOR HIGH COACHING EXTRA COMPENSATION FOR EXTRA DUTIES 2008-2009			
Coaching Position	Total Points	Coaches' Extra Compensation	Assistants' Extra Compensation
Basketball	8	1,087.00	728.00
Wrestling	8	1,087.00	728.00
Volleyball	8	1,087.00	728.00
Track	8	1,087.00	728.00
Intramurals	7	951.00	637.00
<ol style="list-style-type: none"> 1. In addition to the above criteria, which shall be applied uniformly to the same assignments throughout the district, credit for years experience in teaching shall be granted as follows: 4-6 years, +5%; 7-10 years, +10%; and 11 years and over, +15%. Each point is valued at \$135.83. 2. Assistant coaching salary is based upon 67% of varsity coaching salary. 3. Intramurals is optional but must be carried on at least half of the school year and at least three days each week or an equivalent time period. There are two slots for intramurals. 4. 2008-2009 3.38% increase rounded to the nearest dollar. 			

[c] Senior High Coaching Extra Compensation Schedule

DAVIS COUNTY SCHOOL DISTRICT SENIOR HIGH COACHING EXTRA COMPENSATION FOR EXTRA DUTIES 2008-2009			
Coaching Position	Total Points	Coaches' Extra Compensation	Assistants' Extra Compensation
Athletic Director		4,758.00	---
Football	20	2,717.00	1,820.00
Basketball	20	2,717.00	1,820.00
Wrestling	18	2,445.00	1,638.00
Drill Team Director	18	2,445.00	---
Swimming	16	2,173.00	1,456.00
Volleyball	13	1,766.00	1,183.00
Baseball	13	1,766.00	1,183.00
Track and Field	13	1,766.00	1,183.00
Softball	13	1,766.00	1,183.00
Soccer	13	1,766.00	1,183.00
Tennis	8	1,087.00	---
Golf	8	1,087.00	---
Cross Country	8	1,087.00	---
<p>1. Assistant coaching salary is based upon 67% of the varsity coaching salary. Each point is valued at 135.83.</p> <p>2. In addition to the above criteria, which shall be applied uniformly to the same assignments throughout the district, credit for years experience in teaching shall be granted as follows: 4-6 years, +5%; 7-10 years, +10%; and 11 years and over, +15%.</p> <p>3. 2008-2009 3.38% increase rounded to the nearest dollar.</p>			

- [d] Non-Athletic:
 Extra compensation for non-athletic assignments which involve time beyond the regular school assignment will be paid according to the forms completed by each school as follows: (see charts (i) page 12 and (ii) page 13).
 The principal of each school will consult with the joint staff school committee in determining units to be assigned each position.
- (i) Non-Athletic Junior High Application

JUNIOR HIGH EXTRA DUTY ASSIGNMENTS		
SCHOOL: _____ Date: _____		
PRINCIPAL'S SIGNATURE: _____		
*Note: The classifications listed are suggested. Each unit is valued at \$ 356.61 and any number of units may be assigned to each position to a total of 23.		
ASSIGNMENT	NAME	NUMBER OF UNITS
Audio Visual		
Band		
Choral		
Orchestra		
Student Body		
Yearbook		
OTHER (Specify)		
TOTAL (NOT TO EXCEED 23)		

Junior High Extra Duty Assignments Form

(ii) Non-Athletic Senior High Application

SENIOR HIGH EXTRA DUTY ASSIGNMENTS		
SCHOOL _____ Date _____		
PRINCIPAL'S SIGNATURE _____		
*Note: The classifications listed are suggested. Each unit is valued at \$ 356.61 and any number of units may be assigned to each position to a total of 60.		
ASSIGNMENT	NAME	NUMBER OF UNITS
10 th Grade Advisor		
11 th Grade Advisor		
12 th Grade Advisor		
Audio Visual Coordinator		
Band Director		
Cheerleader Advisor		
Choral Director		
Dance Advisor		
Debate Coach		
Drama Coach		
Newspaper Advisor		
Orchestra Director		
Pep Club Advisor		
Stage Crew Advisor		
Student Body Advisor		
Yearbook Advisor		
OTHERS (Specify)		
TOTAL (NOT TO EXCEED 60)		

Senior High Extra Duty Assignment Forms

4.13 SPECIAL EDUCATION INCLUSION

- 4.13.1 The Individual Education Plan (IEP) team for a student with a disability must include: the parents of the student, at least one regular education teacher of the student, at least one special education teacher, a representative of the Local Education Agency (LEA), a person who can interpret the instructional implications of the evaluation results (who may be another member of the team), and where appropriate, the student.
- 4.13.2 If there are any problems related to getting appropriate team members to attend IEP meetings, the LEA representative will assume the responsibility for ensuring attendance.
- 4.13.3 It is the responsibility of the special education teacher to collaborate with those regular education teachers whose educational services to the student are related to the goals and objectives outlined on the IEP. Whenever possible, a copy of the goals and objectives shall be provided to the receiving teacher(s) prior to the arrival of the student.
- 4.13.4 Educational support services for the special education student are determined by the IEP process. When prescribed, such services may include consultation, training, materials, special staffing, equipment, or other related services.
- 4.13.5 Any educator working with a special education student may request a review of the IEP. The teacher will provide documentation as to interventions used and placement issues at the IEP review meeting.
- 4.13.6 Meetings scheduled during prep time or meetings that extend beyond contract hours should be arranged with the consent of teachers involved.

4.14 TRAVEL REIMBURSEMENT POLICY**4.14.1 District Required Travel:**

The following shall apply for reimbursement of automobile expenses for the District required travel:

- [a] A standard rate of reimbursement per mile shall be established by the Board of Education.
- [b] Teachers and related servers including diagnostic intervention specialists, communicative disorders specialists, Chapter 1 teacher assistants, and others similarly classified who are assigned duties at more than one school on the same day shall be reimbursed for the distance traveled from the first school to each subsequent school.
- [c] Travel to required or assigned District meetings held on a continuing basis (more than four (4) times during the school year) shall be reimbursed annually.
- [d] Teachers serving as Home Hospital educators shall be entitled to mileage reimbursement from travel between their school and the student's home hospital location.

4.14.2 Money received as travel reimbursement is not "salary" or "pay."

4.15 SECURITY OF PERSONAL VALUABLES

Each teacher will be provided a space within the school to secure and lock personal valuables. When feasible, this space will be within or adjacent to the teacher's classroom.

4.16 SCHEDULING CONSIDERATIONS

To reduce scheduling conflicts for educators and their families, the following allowances will be made:

- 4.16.1 Educators will be given additional consideration to have their children attend the school of their choice when there is space available. Requests must be submitted to the principal in accordance with the student transfer policy.
- 4.16.2 Educators will be given additional consideration in selecting their children's track assignment. Requests must be made in a timely manner.

4.17 TEACHERS SALARY SCHEDULE — TEN (10) MONTHLY PAYMENT SCHEDULE

See the following Ten (10) Monthly Payment Schedule and Twelve (12) Monthly Payment Schedule.

DAVIS SCHOOLS TEACHER SALARY SCHEDULE FOR 10 MONTHLY PAYMENTS SCHOOL YEAR 2008-2009							
Salary Lane	Bachelor Degree	Bachelor + 20 Semester Hrs (30 Qtr Hrs)	Bachelor + 40 Semester Hrs (60 Qtr Hrs)	Masters or Bachelor + 50 Semester Hrs (75 Qtr Hrs)	Masters + 20 Semester Hrs (30 Qtr Hrs)	Masters + 40 Semester Hrs (60 Qtr Hrs)	PhD or EdD
	188 Days	188 Days	188 Days	188 Days	188 Days	188 Days	188 Days
1	33,169	34,507	35,833	36,943	38,051	39,162	40,269
2	33,288	34,621	35,950	37,060	38,168	39,278	40,385
3	334,185	35,521	36,847	37,958	39,066	40,178	41,285
4	35,356	36,685	38,006	39,125	40,234	41,337	42,444
5	36,750	37,900	39,231	40,333	41,439	42,548	43,655
6	37,804	39,130	40,456	41,562	42,667	43,770	44,879
7	39,107	40,441	41,765	42,872	43,979	45,087	46,186
8	40,471	41,802	43,125	44,234	45,337	46,444	47,552
9	41,882	43,219	44,538	45,647	46,754	47,858	48,959
10	43,320	44,646	45,974	47,080	48,186	49,289	50,394
11	44,809	46,131	47,459	48,566	49,674	50,778	51,882
12	46,349	47,680	49,004	50,111	51,218	52,333	53,482
13	47,953	49,282	50,603	51,714	52,843	54,015	55,206
14	48,430	49,773	52,232	53,378	54,564	55,754	56,946
15	48,430	49,773	52,773	55,180	56,374	57,561	58,750
16	48,430	49,773	52,773	55,776	56,981	58,182	59,383
17	48,430	49,773	52,773	55,776	56,981	58,182	59,383
18	48,430	49,773	52,773	55,776	56,981	58,182	59,383
19	48,430	49,773	52,773	55,776	56,981	58,182	59,383
20	49,833	51,167	54,247	57,588	58,798	59,990	61,175
21	50,331	51,678	54,831	58,209	59,432	60,637	61,837
22	50,331	51,678	54,831	58,209	59,432	60,637	61,837
23	50,331	51,678	54,831	58,209	59,432	60,637	61,837
24	50,331	51,678	54,831	58,209	59,432	60,637	61,837
25	51,430	52,839	56,125	59,584	60,836	62,069	63,296

1-Jul-08 **Table 1**

Teachers with current National Board Certification will be paid an additional stipend of \$1,000 per year.
A minimum of \$1,700 was added to each cell in accordance with Legislative funding.
The Salary Schedule reflects a 188-day work year. 7 of the days are funded by the Quality Teaching Block Grant.

4.18 TWELVE (12) MONTHLY PAYMENT SCHEDULE

Teachers who take their checks over twelve (12) months shall receive an additional salary equal to the percentage of interest which reflects the actual District earnings on the deferred salary.

DAVIS SCHOOLS TEACHER SALARY SCHEDULE FOR 12 MONTHLY PAYMENTS SCHOOL YEAR 2008-2009							
Salary Lane	Bachelor Degree 188 Days	Bachelor + 20 Semester Hrs (30 Qtr Hrs) 188 Days	Bachelor + 40 Semester Hrs (60 Qtr Hrs) 188 Days	Masters or Bachelor + 50 Semester Hrs (75 Qtr Hrs) 188 Days	Masters + 20 Semester Hrs (30 Qtr Hrs) 188 Days	Masters + 40 Semester Hrs (60 Qtr Hrs) 188 Days	PhD or EdD 188 Days
1	33,368	34,714	36,048	37,165	38,279	39,397	40,511
2	33,488	34,829	36,166	37,282	38,397	39,514	40,627
3	34,390	35,734	37,068	38,186	39,300	40,419	41,533
4	35,568	36,905	38,234	39,360	40,475	41,585	42,699
5	36,789	38,127	39,466	40,575	41,688	42,803	43,917
6	38,031	39,365	40,699	41,811	42,923	44,033	45,148
7	39,342	40,684	42,016	43,129	44,243	45,358	46,463
8	40,714	42,053	43,384	44,499	45,609	46,723	47,837
9	42,133	43,478	44,805	45,921	47,035	48,145	49,253
10	43,580	44,914	46,250	47,362	48,475	49,585	50,696
11	45,078	46,408	47,744	48,857	49,972	51,083	52,193
12	46,627	47,966	49,298	50,412	51,525	52,647	53,803
13	48,241	49,578	50,907	52,024	53,160	54,339	55,537
14	48,721	50,072	52,545	53,698	54,891	56,089	57,288
15	48,721	50,072	53,090	55,511	56,712	57,906	59,103
16	48,721	50,072	53,090	56,111	57,323	58,531	59,739
17	48,721	50,072	53,090	56,111	57,323	58,531	59,739
18	48,721	50,072	53,090	56,111	57,323	58,531	59,739
19	48,721	50,072	53,090	56,111	57,323	58,531	59,739
20	50,132	51,474	54,572	57,934	59,151	60,350	61,542
21	50,633	51,988	55,160	58,558	59,789	61,001	62,208
22	50,633	51,988	55,160	58,558	59,789	61,001	62,208
23	50,633	51,988	55,160	58,558	59,789	61,001	62,208
24	50,633	51,988	55,160	58,558	59,789	61,001	62,208
25	51,739	53,156	56,462	59,942	61,201	62,441	63,676

1-Jul-08 **Table 1A**

Teachers with current National Board Certification will be paid an additional stipend of \$1,000 per year. A minimum of \$1,700 was added to each cell in accordance with Legislative funding. The Salary Schedule reflects a 188-day work year. 7 of the days are funded by the Quality Teaching Block Grant.

5. ARTICLE V FRINGE BENEFITS

5.1 GROUP INSURANCE

5.1.1 Eligibility

- [a] Employees eligible to participate in the District group insurance plans include:
- (i) Employees with an employment start date July 1, 2004, or later, working in a position that is:
 - (1) approved for six (6) or more hours per day and approved for at least 170 days each calendar year; or
 - (2) approved for six (6) or more hours per day and approved for a total of at least 1,020 hours each calendar year.
 - (ii) Employees with an employment start date and insurance eligibility date June 30, 2004, or earlier, working in a position that is:
 - (1) approved for four (4) or more hours per day and approved for at least 170 days each calendar year; or
 - (2) approved for four (4) or more hours per day and approved for a total of at least 712 hours each calendar year.
 - (iii) Employees with an employment start date June 30, 2004, or earlier, but not eligible for insurance July 1, 2004, working in a position that is:
 - (1) approved for six (6) or more hours per day and approved for at least 170 days each calendar year; or
 - (2) approved for six (6) or more hours per day and approved for a total of at least 1,020 hours each calendar year.
 - (iv) Employees working in a combination of positions that are:
 - (1) approved for six (6) or more hours per day and approved for at least 170 days each calendar year; or
 - (2) approved for six (6) or more hours per day and approved for a total of at least 1,020 hours each calendar year.
- [b] Eligible dependents include:
- (i) Employee's spouse, if not legally separated from employee.
 - (ii) Employee's single children under age twenty-six (26) for whom the employee has legal responsibility.
 - (1) Employees whose children are mentally disabled or have physical disabilities when insurance would end due to age, may contact the Insurance Division of the Human Resources Department to complete forms to request continuation of insurance.
 - (2) This must be done within thirty-one (31) days of the date children's insurance ends.
- [c] Eligible part-time employees who declined coverage when first eligible, but later experience a change in approved work hours to seven (7) or more per day may apply to enroll within thirty (30) days of the change.
- [d] If an employee and his/her spouse work for the District, both employees may be eligible for medical and dental coverage. This coverage shall be provided under the name of one spouse only rather than as coordinated coverage for both. Dependent children are eligible to be covered under only one District-employed parent.
- [e] During a leave of absence, insurance coverage eligibility is lost at the end of the month in which an employee:
- (i) not eligible for family leave (defined in section 5.16) exhausts approved paid leave (or has no available paid leave for the position). If the employee is insurance eligible as a result of combined positions, he/she loses insurance eligibility if leave is exhausted in a position that is needed to meet the insurance eligibility threshold.
 - (ii) eligible for family leave exhausts approved paid leave and is beyond the family leave period. If the employee is insurance eligible as a result of combined positions, he/she loses insurance eligibility if leave is exhausted in a position that is needed to meet the insurance eligibility threshold and he/she is beyond the family leave period.
- Note: Catastrophic sick leave and/or advanced paid leave approval provide paid leave only and do not provide for continuation of insurance eligibility.
- [f] To reinstate group insurance coverage lost during a leave of absence, an employee must provide the District insurance office with a written request within thirty (30) days of his/her return to active employment.

5.1.2 Enrollment

- [a] Insurance eligible employees are required to attend an a benefit information meeting with the Insurance Division of the Human Resources Department within thirty (30) days of their insurance eligibility date.
 - [b] Employees who are not currently insurance eligible but become so through a change in assignment or approved work hours must contact the Insurance Division within thirty (30) days of the status change and must . attend a benefit information meeting.
 - [c] Employees who do not apply for benefit coverage within thirty (30) days of their insurance eligibility date shall be subject to insurance benefit restrictions as outlined in the insurance contracts.
- 5.1.3 Effective Date
- [a] Insurance coverage for newly hired employees shall be effective the first day of the month following ninety (90) calendar days after the employment start date of the employee.
 - [b] Insurance coverage for employees re-hired by the District into an insurance eligible position, or combination of positions, within twelve (12) months of separation from District employment shall be effective:
 - (i) the first day of the month if eligibility occurs on the first day of the month; or
 - (ii) the first day of the following month if eligibility occurs on the second day of the month or later.
 - [c] Insurance coverage for current employees shall be effective:
 - (i) the first day of the month if eligibility occurs on the first day of the month;
 - (ii) the first day of the following month if eligibility occurs on the second day of the month or later; or
 - (iii) the first day of the month following a ninety (90) calendar day waiting period if the employee loses insurance eligibility during a leave of absence or break in service and eligibility is not regained within twelve (12) months.
 - [d] Employees must complete enrollment forms for insurance coverage in a timely manner. The effective dates indicated above do not apply to plans requiring specific underwriting.
 - [e] Whenever the District holds an insurance open enrollment, employees may opt to change their insurance coverage or plans.
- 5.1.4 Change of Status
- [a] Employees who experience a change of status must send written notice of same to the District Insurance Division within thirty (30) days of the effective date of the change.
 - [b] Change of status includes marriage, divorce, and addition or deletion of children subject to insurance coverage.
- 5.1.5 COBRA (Consolidated Omnibus Budget Reconciliation Act 1986)
The District shall comply with COBRA legislation requiring covered employers to offer eligible employees and their families the opportunity to apply for a temporary extension of health insurance coverage when coverage under the employer's plan would otherwise terminate.
- [a] Eligible employees or family members have the responsibility to inform in writing the Insurance Division of the Human Resources Department within sixty (60) days of the following qualifying events for extension of coverage:
 - (i) divorce;
 - (ii) legal separation;
 - (iii) death of a spouse or dependent; or
 - (iv) a child losing dependent status under the provisions of the District group insurance plans
 - [b] Eligible employees or insured dependents may elect to continue health insurance under COBRA when coverage under the District's plan would otherwise terminate due to employment termination, reduction in hours, or unpaid leave of absence.
 - [c] Additional information regarding COBRA may be obtained from the Insurance Division.
 - [d] Continuation of coverage other than health insurance is available only as provided in specific insurance contracts.
- 5.1.6 Premiums

- [a] The District shall participate in the cost of the insurance premiums for employees in positions, or a combination of positions, approved for seven (7) or more hours per day according to the percentage contributions indicated below. (A pro-rated premium contribution shall be paid for eligible, enrolled employees in a position, or combination of positions, authorized for fewer than seven (7) hour-per-day and in positions working less than the full salary schedule contract day. Insurance premium schedules may be reviewed on the District web site or by contacting location insurance representatives.
- [b] Employees are financially responsible for their portion of insurance premiums. This amount shall be payroll deducted where possible. Part-time employees who are paid in ten (10) checks a years rather than twelve (12) shall have the annual premium deducted over nine (9) payroll checks.
- [c] If coverage eligibility is lost during the school year, insurance coverage shall terminate the last day of the month in which eligibility was lost. If coverage eligibility is lost after the end of the school year, coverage shall continue through August 31, for employees working on a traditional schedule and July 31, for employees working on a year-round schedule. If coverage eligibility is lost, any prepaid premium amount shall be refunded. Coverage may be continued under COBRA provisions.
- [d] Medical Insurance Premium:
 - (i) Ninety-three percent (93%) of the employee premium and eighty-eight percent (88%) of the dependent premium for the plan selected. Effective January 1, 2006, the District premium contribution toward ValueCare coverage will change to match the dollar amounts contributed by the District toward Regence BCBS Traditional Plan coverage.
 - (ii) If an employee and his/her spouse work in insurance eligible positions for the District, the District shall pay one hundred percent (100%) of the cost of the option selected for one of the employed spouses working in a position, or combination of positions, approved for seven (7) or more hours per day. This higher contribution level is in consideration of the fact that both individuals are insurance-eligible District employees. (Eligible, enrolled spouses employed in a fewer than seven (7) hour-per-day position, or combination of positions, shall receive an appropriate pro-rated premium contribution reflecting the higher contribution level.)
- [e] Dental Insurance Premium:
 - (i) Ninety-five percent (95%) of the employee premium and fifty percent (50%) of the dependent premium for a high option dental plan and a matched dollar amount toward a low option dental plan.
 - (ii) If an employee and his/her spouse work for the District, the District shall pay one hundred percent (100%) of the premium cost for one of the employed spouses working in a position, or combination of positions, approved for seven (7) or more hours per day. This higher contribution level is in consideration of the fact that both individuals are insurance-eligible District employees. (Eligible, enrolled spouses employed in a fewer than seven (7) hour-per-day position, or combination of positions, shall receive an appropriate pro-rated premium contribution reflecting the higher contribution level.)
- [f] Life Insurance Premium:
The entire cost of the policy for the face benefit amount of an eligible employee's annual base salary, or \$18,000, whichever is greater.
- [g] Long Term Disability Premium:
Fifty percent (50%) of the premium.

5.1.7 Coverage

Summary Plan Descriptions (SPD) and additional information are available from the Insurance Division of the Human Resources Department or the insurance companies. The District offers the following insurance coverage options to eligible employees:

- [a] Medical;
- [b] Dental;
- [c] Life: Group and individual life insurance;
- [d] Long Term Disability;

[e] Short Term Disability

5.2 WORKERS' COMPENSATION FOR INJURIES

- 5.2.1 The Davis School District carries Workers' Compensation insurance coverage. The policy allows compensation and financial aid for medical care. An employee who suffers any industrial accident or injury (even minor ones) shall file, within twenty-four (24) hours, a written report of the incident and the circumstances thereof with his/her principal or department head, who shall be responsible to immediately forward the report to the Business Administrator.
- 5.2.2 Employees anticipating or experiencing an absence exceeding ten (10) consecutive work days shall request a leave of absence in writing from the District (sent to the attention of the Human Resources Department) including approximate leave dates. In emergency situations when extended absences cannot be anticipated or planned, employees shall provide written notice to the Human Resources Department as soon as they are physically able to do so. Upon request, employees who are absent more than ten (10) consecutive work days shall also provide the District Human Resources Department with a written statement from their physician(s) certifying illness or disability and projected recovery date.
- 5.2.3 The District may establish temporary light duty assignments for employees released for light duty. It is the employee's obligation to return to work if a light duty assignment is established.
- 5.2.4 When employees are injured on the job, compensation for the injury shall begin on the fourth day of absence and continue until the employee's return to work or benefits are depleted. Employees shall use their sick leave to cover the first three (3) days of absence. The School District shall supplement the compensation to the amount of total contracted salary, extending through the employees' accumulated sick leave. Accumulated sick leave shall be charged at one-third day for each day in which the worker's compensation benefit is supplemented by the District. Sick leave hours shall not be used on days that the employee would normally be off track or on non-contract time. In situations where employees do not have any accrued sick leave, the District shall not supplement workers' compensation.
- 5.2.5 The District will continue to fund the District's share of employee benefits (life insurance, disability insurance, health insurance and retirement) during the District approved leave of absence. Employees shall continue to fund their share of the benefit payments in order to keep their benefits in force. It is the sole responsibility of employees on Worker's Compensation to arrange with the District Payroll Department for this payment. Failure to do so shall result in lapse of benefits.

5.3 EDUCATOR'S SAFETY

The District will take affirmative steps to provide a safe and secure working environment for all educators. In compliance with School Board policy regarding safety, safe schools, and emergency preparedness, each school will develop individual plans that include procedures for inappropriate school disruptions by students and/or adults.

5.4 EMPLOYEE ASSAULTS

- 5.4.1 **Written Report Within 48 Hours**
A licensed employee who is party to any alleged assault or battery committed against him/her in connection with his/her employment, shall file, within forty-eight (48) hours, a written report of the incident and the circumstances thereof with his/her principal who shall be responsible to immediately forward the report to the Board of Education through the Superintendent of Schools.
- 5.4.2 **Civil or Criminal Proceedings**
If civil or criminal proceedings are brought against a licensed employee alleging that he/she committed assault or battery in connection with his/her employment, the licensed employee, after filing the reports described hereafter, may request the cooperation of the Board of Education. Upon receiving such request, the Board of Education may request its attorney or insuring company to consult with the licensed employee's attorney or insuring company and cooperate insofar as the interests of the District and the licensed employee are not conflicting.
- 5.4.3 **Reimbursement of Expenses**
The Board of Education shall consider request for reimbursement of expenses incurred from:
[a] Personal property loss or medical or other services necessary as a result of an assault upon the educator's person, or from damage to personal property

arising in the course of his/her employment. Only those expenses which are not paid by the individual educator's insurance, worker's compensation or the insurance provided by the Board of Education or other organized benefit program will be reimbursed.

[b] Full Salary if Approved

The educator may receive full salary if approved by the Board of Education for absence from employment as a result of injury sustained during an assault on him/her or for a court appearance in connection with such an assault.

- (i) The period of payment of such salary will not exceed as a maximum the time until the educator could have qualified for disability payments under social security or long term disability insurance sponsored by the District.
- (ii) If payment of such absence is approved by the Board of Education, the time shall not be charged against the educator's sick leave or personal leave days.

5.4.4 Employee Furnish Information to District

The licensed employee shall be responsible to report and furnish copies of any summons, complaint, process, information, indictment, notice or demand served him/her in connection with such alleged assault or battery immediately after he/she has been served therewith. The Board of Education will comply with any reasonable request by the licensed employee, his/her attorney or insuring company for any additional information in the Board of Education's possession which is relevant to the allegations and which is not privileged by law or policy of the school District.

5.4.5 Payment of costs for Defense

Payment of costs for preparing and offering defense shall be referred to the insuring companies who shall mutually decide their proportional liability in each case. Neither the school District nor the District's insuring company shall have any liability in the payment of fines arising out of criminal proceedings.

5.5 **RETIREMENT**

The District participates in the Utah Public Employees' Retirement System. Eligibility for participation and benefits are determined by Utah Retirement System guidelines. For Davis School District, retirement eligibility is based on individual positions, not a combination of positions. When an employee is eligible for participation in the system, all pay shall be included in the retirement system contribution calculation.

5.6 **DISTRICT RETIREMENT INCENTIVES**

5.6.1 Employees who: 1) have ten (10) years of Davis District service credit, including five (5) years of current service in the District; and 2) meet the eligibility requirements for and will be receiving Utah State Retirement System Benefits within ninety (90) calendar days following retirement, may apply on a non-discriminatory basis for the voluntary retirement benefits listed in this policy. Employees with at least five (5) but fewer than ten (10) years of Davis District service credit and who meet the above criteria, may also apply for these benefits on a pro rata basis. Employees who currently are receiving Utah State Retirement System benefits are not eligible to apply for the benefits listed in this policy.

5.6.2 Social Security Bridge Payments

[a] Social security bridge payments are intended to partially offset the reduction in Social Security benefits due to early retirement. Eligible retirees will receive a contribution of sixteen percent (16%) of their annual salary per year for three (3) consecutive years into a qualified 401(a) and/or 403(b) plan, or until they become eligible to receive unreduced social security benefits, whichever occurs first.

[b] Employees who meet the criteria in 5.6.1 and who have at least twenty-five (25) but fewer than thirty (30) years of salary service credit, may voluntarily authorize the District to purchase additional salary service credit for them in the Utah State Retirement System by applying some or all of their eligible contributions on a one-time lump sum basis under the following conditions:

- (i) Employees eligible for three (3) years of contributions shall be credited with a one-time lump sum contribution of forty-six percent (46%) of their annual salary. The District shall apply this contribution toward the purchase of additional salary service credit for the employees in the Utah State Retirement System.
- (ii) Employees eligible for two (2) years of contributions shall be credited with a one-time lump sum contribution of thirty-one percent (31%) of their

annual salary, to be applied toward the District's purchase of additional salary credit.

- (iii) Employees eligible for one (1) year of contribution shall be credited with a one-time lump sum contribution of sixteen percent (16%) of their annual salary, to be applied toward the District's purchase of additional salary service credit.
- (iv) The District shall not purchase additional salary service credit that, when combined with an employee's current years of salary service credit, would exceed thirty (30) years of total salary service credit.
- (v) Eligible employees shall notify the Payroll Department in writing of their request to receive a one-time lump sum contribution no later than the early retirement notification deadlines stipulated in section 5.6.6.

5.6.3 Sick Leave Conversion

- [a] Employees qualifying for regular state retirement benefits may elect to receive one (1) of the following:
 - (i) An amount paid as a lump sum employer contribution to the employee's 401(a) and/or 403(b) account equal to twenty-one and a half percent (21.5%) of the value of the employee's accumulated sick leave; or
 - (ii) A credit of twenty-one and a half percent (21.5%) of the same sick leave value to be applied toward the payment of health insurance premiums during retirement.
- [b] Employees who meet the criteria in section 5.6.1 and who have at least twenty-five (25) but fewer than thirty (30) years of salary service credit, may voluntarily authorize the District to apply some or all of the sick leave payment in section 5.6.3 above toward the District's purchase of additional salary service credit for the employees in the Utah State Retirement System. The District shall not purchase additional salary service credit that, when combined with an employee's current years of salary service credit, would exceed thirty (30) years of total salary service credit. Eligible employees shall notify the Payroll Department in writing of such request no later than the early retirement notification deadlines stipulated in section 5.6.6.)
- [c] If the retiree dies, the amount remaining to be paid under section 5.6.2 shall be paid to the retiree's designated beneficiary.

5.6.4 Post Retirement Health and Dental Insurance

Employees who retire under the incentive program will continue to be enrolled in group medical and dental programs until they become eligible for medicare, or for the ten (10) consecutive years following retirement, whichever occurs first. This enrollment is contingent upon the retirees contributing the same premium as required of active employees for the first three years and the full premium, as determined by the District Insurance Committee, for the following seven (7) years. Retirees electing the out-of-area plan pay thirty percent (30%) of the premium for the first three (3) years and the full premium, as determined by the District Insurance Committee, for the following seven (7) years.

5.6.5 The following employees are not eligible for participation in the retirement incentive program:

- [a] Any employee who has received a written notice of termination.
- [b] Any employee who is retiring under the disability provisions of the Utah State Retirement Act.
- [c] Any employee who previously has received retirement incentive benefits from the District.

5.6.6 In order to apply for retirement incentives, an employee must notify the Human Resources Department in writing and must submit a completed "Application for Retirement Agreement and Waiver" form to the Payroll Department no later than December 1, for a retirement date at the end of the second term; or March 1, for a retirement date at the end of the regular school year. Employees who have submitted their application will have no more that twenty (20) calendar days from the date of submission in which to rescind their decision. Unless the decision is rescinded in a timely manner, the retirement shall be considered final. However, nothing shall prevent the District from granting a request to rescind made after the twenty (20) day deadline. All requests to rescind retirement application must be submitted in writing by the employee to the Human Resources Department.

5.6.7 No verbal communications or letters of intent will be accepted as application for

participation in the retirement incentive program. Without appropriate completion of the "Application for Retirement" form and signed waiver, no employee shall qualify for nor receive any of the benefits provided through the program.

- 5.6.8 Benefits of this early retirement incentive program provided by the District are independent of the Utah State Retirement System.
- 5.6.9 Benefits of this retirement incentive program are not intended to be combined or coordinated with the early retirement provisions outlined in Utah Code Ann. § 67-19-14.
- 5.6.10 For purposes of determining the retirement incentive contribution, the number of years before the retiree becomes eligible to receive unreduced social security benefits as of the official last day of work shall be used. Annual leave days for which an employee receives pay following the last day worked shall not be considered in determining retirement benefits.
- 5.6.11 **Re-employed District Retirees**
District retirees receiving the incentives provided in this section shall be subject to the following benefits and conditions if they are rehired by the District.
- [a] Social security bridge payments shall continue as outlined in section 5.6.2.
 - [b] Upon re-employment in an insurance eligible position, insurance benefits, including premium payments, shall be administered in the same manner as for other active employees.
 - [c] Upon re-employment, any unused balance of sick leave credit applied toward the payment of health insurance premiums during retirement under section 5.6.3[a](ii) shall be contributed to a qualified 401 (a) or 403 (b) plan for the employee.
 - [d] Eligible re-employed retirees may utilize any unused participation time on the Davis School District Early Retirement Incentive Medical and Dental Plan (ERP) when they terminate District employment. This participation time includes the balance of the unused insurance benefit extension (to a maximum total of ten years) or until medicare eligible, whichever occurs first. The Early Retirement Incentive Medical and Dental Plan, available for review in the Human Resources Department, includes the specific provisions governing retiree insurance benefits.
- 5.6.12 If the District is required to revise educator retirement incentives during the contract year due to legislation, case law or litigation, the revisions shall be developed through the contract negotiation teams.
- 5.7 DISTRICT EXTRA CURRICULAR PASSES**
- 5.7.1 Charge a \$30 fee for the yearly non-transferable pass.
- 5.7.2 All educators of the Davis School District can purchase this pass.
- 5.7.3 The pass will allow the holder plus one to any authorized school activity without charge.
- 5.7.4 The fees collected will be divided equally among participating high schools.
- 5.7.5 The pass may be purchased through the District office.
- 5.8 FRINGE BENEFITS**
No fringe benefit received or available under Section 5 is or shall be considered as "pay" or "salary."
- 5.9 PAYROLL PROCEDURES**
- 5.9.1 Payroll is made through direct deposit. The payroll period is from the first day of the month to and including the last day of the month. Payroll direct deposit shall be made on the first day of the month unless the first day of the month is a weekend or District holiday. In that case, payroll direct deposit shall be made on the last banking day of the preceding month. The only exception to this is the January 1 deposit, which shall be made the first working day of January. The monthly leave reporting period ends the 20th of the month or three (3) working days prior to the date payroll direct deposits are made, whichever occurs first.
- 5.9.2 When employees resign or otherwise terminate their District employment, the effective date of their termination shall be the last date actually worked unless the termination occurs during or at the conclusion of a District-approved leave of absence.
- 5.10 ANNUITY PROGRAM**
- 5.10.1 Full-time and part-time employees of the District may make payroll deductions to District approved tax-deferred annuity programs.

- [a] The District shall not be responsible for the operation, performance, or investment results of any annuity or deferred compensation program.
 - [b] Information pertaining to annuity options is available at the Payroll Department.
- 5.10.2 An employee may participate in this program at any time between September 1st and May 1st of the school year. Any amount within the law of multiples of \$5 or \$10 may be deducted.

5.11 LEAVES OF ABSENCE AND RELEASED TIME

5.11.1 General Provisions

- [a] Employees anticipating or experiencing an absence exceeding ten (10) consecutive work days shall request a leave of absence in writing (sent to the Human Resources Department) including purpose for the request and approximate leave dates.
- [b] All applicable paid leave available to an employee shall be used prior to unpaid leave usage (with the exception of sick leave used for adoption purposes).
- [c] Leave can be used only in the position in which it is earned unless that position is no longer held by the employee, in that case, an employee has the option of being paid for unused personal leave or maintaining the leave to be used in his/her current positions(s).
- [d] Insurance coverage eligibility is lost at the end of the month in which an employee:
 - (i) not eligible for family leave (defined in section 5.15) exhausts approved paid leave (or has no available paid leave for the position). If the employee is insurance eligible as a result of combined positions, he/she loses insurance eligibility if leave is exhausted in a position that is needed to meet the insurance eligibility threshold.
 - (ii) eligible for family leave exhausts approved paid leave and is beyond the family leave period. If the employee is insurance eligible as a result of combined positions, he/she loses insurance eligibility if leave is exhausted in a position that is needed to meet the insurance eligibility threshold and he/she is beyond the family leave period.

An employee may continue health insurance coverage by electing COBRA (section 5.1.5). Other insurance coverage may be continued only as provided in the specific insurance contracts.

Note: Catastrophic sick leave and/or advanced paid leave approval provide paid leave only and do not provide for continuation of insurance eligibility.

5.11.2 Unpaid Leave of Absence for Graduate Study (Not Sabbatical)

- [a] Professional personnel who have three (3) years of teaching will be granted a leave of absence when approved by the Davis Board of Education for the purpose of graduate study.
- [b] Applications for leave must be submitted in writing to the Superintendent of Schools on or before June 1 prior to the year for which leave is desired.
- [c] Job placement upon return to the Davis School District will be dependent upon available openings. In the event it is not practicable for the District to assign the teacher to the same school or teaching area where he/she previously served, reasonable efforts will be made to place the teacher in an area or position in which the teacher is best qualified.
- [d] Recipients of a leave of absence have the responsibility to notify the Superintendent of Schools on or before March 1 of the year in which they are on leave, concerning their employment intentions for the coming year.
- [e] One additional step on the salary schedule will be granted in recognition of the graduate study completed.

5.11.3 Unpaid Academic Year Leaves of Absence

Leaves of absence may be granted for one academic year when approved by the Superintendent according to the following:

- [a] Applications for leave must be submitted in writing to the Superintendent by the teacher before March 1 of the preceding year, except in circumstances involving health related emergencies.
- [b] The District shall consider leave of absence requests for the following purposes:
 - (i) Work or educational experiences related to the teacher's educational assignment.
 - (ii) Travel-study programs for full academic year for credit.

- (iii) Civil or political activities requiring temporary full-time involvement for one academic year.
 - (iv) Teacher exchange programs.
 - (v) Applications for leaves for work experience, programs of travel-study or teacher exchange shall be considered on the basis of potential value to the teacher and School District in their educational assignment and applications should describe the specific benefits which are anticipated. Upon return to the District the individual shall verify completion of the program for which the leave was granted.
 - (vi) Health related problems, verified by a doctor, that prevent the educator from performing work duties during the academic year.
 - (vii) Military service, extended humanitarian or religious service, or other similar service that may enhance the educator's teaching skills or experience.
- [c] A teacher may request a one year extension of an unpaid leave of absence provided that such request shall be submitted on or before March 1 prior to the expiration of the original leave.
- [d] Personnel returning to the District from unpaid leave, approved by the Superintendent, will be given consideration for an assignment within their area of qualification. In the event it is not practicable for the District to assign the teacher to the same school or teaching area where he/she previously served, reasonable efforts will be made to place the teacher in an area or position in which the teacher is qualified.
- [e] Premiums on group insurance coverage will not be paid by the District for teachers on unpaid leaves. However, the teacher may retain the group insurance coverage during the unpaid leave period by applying for COBRA benefits (see section 5.1.5).
- [f] A teacher returning to the District from unpaid leave shall retain the same sick leave benefits as he/she accrued at the time of entering upon such leave.
- [g] The provisions of paragraphs 5.11.3[e] and [f] apply to teachers on unpaid leaves covered in 5.11.3[b](i) and (ii).
- 5.11.4 Unpaid Leaves of Absence for Less Than One Year
- Unpaid leaves of absence for fewer than ten (10) work days may be approved upon request by the principal or program supervisor. Unpaid leaves of absence for ten (10) or more work days, but for less than a full year, may be granted when approved by the Superintendent according to the following:
- [a] Applications for leave must be submitted in writing to the Superintendent by the teacher at least sixty (60) days prior to the requested leave date, except in circumstances involving health related emergencies or unforeseen events.
 - [b] The District shall consider leave of absence requests for less than one year for the following purposes:
 - (i) Work or educational experience directly related to the teacher's educational assignment.
 - (ii) Travel-study programs for academic credit.
 - (iii) Civil or political activities requiring temporary full-time involvement.
 - (iv) Teacher exchange purposes.
 - (v) Leaves of absence shall not be granted for purposes relating primarily to vacation. Applications for leaves for work experience, programs of travel-study or teacher exchange shall be considered on the basis of potential value to the teacher and school District in their educational assignment and applications should describe the specific benefits which are anticipated. Upon return to the District the individual shall verify completion of the program for which the leave was granted.
 - (vi) Health related problems, verified by a doctor, that prevent the educator from performing work duties.
 - (vii) Military service, extended humanitarian or religious service, or other similar service that may enhance the educator's teaching skills or experience.
 - [c] The District will make a reasonable effort to place teachers returning from such leave in the same position they held prior to going on leave. However, the District will not guarantee such placement. In situations where teachers may not be returned to their same positions, their principal shall so notify them in

- advance of their leave.
- [d] Premiums on group insurance coverage will not be paid by the District for teachers on unpaid leave beyond the month in which the leave commences. However, the teacher may retain the group insurance coverage during the unpaid leave period by applying for COBRA benefits (See section 5.1.5).
 - [e] A teacher returning to the District from unpaid leave shall retain the same sick leave benefits as he/she accrued at the time of entering upon such leave.
 - [f] Teachers receiving a leave under the provisions of this policy shall not be eligible to receive another such leave within three (3) calendar years of the date their original leave begins.
- 5.11.5 Educational Reimbursement
- [a] Purpose: To provide financial help to selected, full-time, non-provisional educators for additional education and training. The Board of Education recognizes the mutual benefit derived for educators and the District when educators participate in educational activities which:
 - (i) improve professional performance and classroom instruction;
 - (ii) encourage independent research and achievement;
 - (iii) encourage commitment to their educational assignment; and
 - (iv) prepare them for positions in which they may make even greater contributions toward the achievement of District goals and for District identified areas of personnel development. This may include, but is not limited to, specific areas of certification.
 - [b] Program Description
Educational Reimbursement is available to selected educators. Educators may apply for financial help through the Education Reimbursement Committee for reimbursements for classes, programs, and other activities taken outside the educator's regular working hours.
 - [c] Education Reimbursement Committee
The Educational Reimbursement Committee shall be comprised of twelve (12) licensed staff members selected in accordance with the "District Committees" policy contained in this Agreement.
 - (i) The Superintendent, after consulting with the President of the Association, shall select a chairperson for the committee.
 - (ii) Committee members shall be appointed for staggered terms of three (3) years with terms ending on June 30th.
 - (iii) Committee members unable to complete their full term will be replaced.
 - [d] Education Reimbursement
Full or part-time educators with three (3) or more years of current service in the District may apply for reimbursement of expenses incurred in completing classes, seminars, workshops, and other professional improvement programs. Reimbursement to an individual educator shall not exceed one thousand dollars in any twelve (12) consecutive month period, and will be pro-rated for part-time employees. Costs eligible for reimbursement shall be limited to required registrations, tuition, fees, and books.
 - (i) The application deadline shall be April 1, for courses to be taken during the subsequent summer and fall, and November 1, for courses to be taken during the subsequent winter and spring.
 - (ii) The application shall be submitted on a District form and include:
 - (1) a description of the relevance of the activity to the educator's assignment, the goals of the school, and the goals of the District;
 - (2) the dates of educational activities;
 - (3) the sponsoring university, college, or agency;
 - (4) credit to be awarded;
 - (5) costs to be reimbursed; and
 - (6) other applicable data.
 - (iii) Applications must be granted preliminary approval by the Committee before the activity is undertaken.
 - (iv) Following completion of coursework, reimbursement must be requested by February 1, for summer and fall courses approved for reimbursement, and by June 1, for winter and spring courses approved for reimbursement, and will be held subject to verification of activity completion, costs, grades, and other applicable data.

- (v) The Committee shall recommend applicants to the Superintendent.
- (vi) The Superintendent shall consider the Committee's recommendations and make the awards.
- [e] District Not Obligated to Reward Educator
Participation in the Educational Reimbursement program does not obligate the District to reward the Educator through promotion, transfer, or reassignment.

5.12 SICK LEAVE POLICY

5.12.1 Illness and Personal Bereavement

The Sick Leave Policy provides full pay in cases of illness and personal bereavement.

- [a] Seven (7) days per year will be allowed for the first three (3) years of employment.
- [b] Ten (10) days per year will be allowed for succeeding years.
- [c] Unused sick leave days will accumulate.
- [d] The totals shall be interpreted to be effective as of July 1 each year.
- [e] The sick leave policy is designed to assist persons who have to remain away from work because of illness, disability, or other reasons specifically identified in this policy.
- [f] Employees are expected to return to work as soon as they have recovered from their illness, injury, surgery, delivery, or other disabling condition.
- [g] The Board of Education reserves the right to require written verification of illness or disability by the employee's physician or by a physician appointed by the Board.

5.12.2 Death or Serious Illness of Family Member

The policy is designed by the Board of Education to be used judiciously for illness of self and in the event of the death or serious illness of an immediate member of the family, according to the following provisions:

- [a] The phrase, "an immediate member of the family," includes husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandmother and grandfather. (Exceptions that may be considered by the Superintendent: sister-in-law, brother-in-law, uncle, aunt, nephew, niece, first cousin and those who have virtually held the position of an immediate member of the family.)
- [b] For any absence beyond one day in case of serious illness of an immediate family member other than spouse, parent, or child, approval must be secured from the Superintendent. For any absence beyond one day in case of serious illness of a spouse, parent, or child, the Family Leave Policy 5.14 shall apply.
- [c] With the approval of the principal or program director, any educator under contract with the Board of Education will be entitled to a leave of absence for up to five (5) days in the event of death in the immediate family. Principals shall have discretion in approving leave requests based on the particular needs and circumstances surrounding the death. The days will be charged to "Sick Leave." Additional sick leave may be allowed for this purpose subject to the approval of the Superintendent.
- [d] Any absence not in the above mentioned category and any absence not covered under the Family Leave Policy shall be deducted at the rate of 1/200 of the yearly salary for each day except in the case of employees whose yearly salaries are based on more than the regular teacher's contract period.
- [e] Monthly statements of accumulated sick leave may be verified by inspection of the individual school payroll report and/or the records of the District accounting office.
- [f] Employees anticipating an absence exceeding ten (10) consecutive work days shall provide advance notice in writing to the District personnel office of their approximate leave dates so that necessary payroll adjustments and long-term substitute arrangements can be made.
 - (i) In emergency situations when extended absences cannot be anticipated or planned, employees shall provide written notice to the personnel office as soon as they are physically able to do so.
 - (ii) Upon request, employees who use more than ten (10) consecutive sick leave days shall also provide the District personnel office with a written statement from their physician(s) certifying illness or disability and projected recovery date.
- [g] Employees who exhaust their accumulated sick leave may request an advance

of sick leave credit, but not to exceed five (5) days.

- (i) If such credit is granted, the requesting employee must pay back the number of days during the following two (2) years by deducting days from unused accumulated sick leave.
- (ii) For employees who use sick leave credit and who cease employment, sick leave credit must be returned in cash and may be withheld from the employee's final paycheck.

[h] Licensed personnel who incur an extended illness which makes it impossible for them to fulfill their professional duties, may upon request be granted by the Board of Education, relief from their current year contract without penalty and without prejudice to contract renewal rights for the succeeding contract year.

5.12.3 Adoption Leave

Employees who are adopting a child are entitled to use up to twenty (20) days of their accumulated sick leave. If there is a need beyond these days, employees may request in writing to the Superintendent the use of additional accumulated sick leave or a temporary leave without pay according to the provisions in the Family Leave Policy section 5.16. Employees who have accrued more than twenty (20) days of sick leave may request in writing to the Superintendent permission to use up to one-half of their accrued sick leave beyond twenty (20) days during their family leave. However, any family leave granted for adoption purposes, whether paid or unpaid, shall not exceed the twelve (12) calendar week limit provided in the Family Leave Policy.

5.12.4 Personnel who are employed beyond the basic nine (9) month contract period and who qualify for sick leave shall be entitled to one additional day of sick leave for each additional month worked inclusive of vacation days.

[a] Only extended contacts with continuous service within any given month which can be evaluated to equal one-half month or more of a regular school year service shall apply. In no case would this include evening classes, hourly rate employees, workshops or in-service programs.

[b] Such evaluation shall be at the discretion of the Superintendent of Schools.

5.12.5 Personnel who use their sick leave completely for other than illness and bereavement over a period of two (2) consecutive years shall have their annual sick leave reduced to four (4) days per year until they have accumulated a sum equal to the total number of days used during the two-year period.

5.12.6 Upon retirement eligible employees may elect to convert accumulated sick leave as specified in the Retirement Incentives provision (section 5.5). In the event of the death of an employee eligible for the Retirement Incentives, the employee's designated beneficiary shall be paid a sum equal to twenty-one and one-half percent (21.5%) of the value of the employee's accumulated sick leave based upon the employee's position on the salary schedule.

5.13 TEMPORARY DISABILITY NOT COVERED BY SICK LEAVE

5.13.1 Employees anticipating a temporary disability extending beyond accumulated sick leave days shall be entitled to request a temporary disability leave not to exceed twenty-one (21) calendar days beyond the use of accumulated sick leave and advanced sick leave credit, if applicable. Such temporary disability leave is leave without pay and is not available until sick leave is exhausted.

5.13.2 Employees under temporary disability are expected to return to work as soon as they have recovered from their illness, injury, surgery, delivery, or other disabling condition, subject to the provisions of section 5.12.2[h].

5.13.3 The employee shall notify the Superintendent in writing of a desire to take such temporary disability leave at least thirty (30) days prior to the date on which the leave is to begin, except in case of emergency. If required by the District, the employee shall provide a physician's statement certifying temporary disability. Such temporary disability leave shall be granted or denied in the discretion of the Superintendent or his/her designee.

5.13.4 Granting of such temporary disability leave shall be without prejudice to reassignment to the same position which was held at the time the leave commenced or to a substantially equivalent position, i.e., a position of like status, seniority and pay, provided that at the time of taking such leave the employee specifies a time of return to employment which return shall be within twenty-one (21) calendar days from the granting of such leave. The employee shall return to work upon expiration of said leave.

5.13.5 Employees not returning to their assigned position after exhausting all earned or

advance sick leave and temporary disability leave shall be terminated from employment, subject to the provisions of paragraph 5.12.2[h].

- 5.13.6 The District may require an employee to submit to an examination by a medical doctor selected by the District to justify granting or continuing temporary disability leave.
- 5.13.7 Temporary disability leave shall be granted and continued only for medical reasons which temporarily disable an employee from substantially performing his or her employment assignment.
- 5.14 CATASTROPHIC SICK LEAVE BANK**
- 5.14.1 The District will establish and manage a catastrophic sick leave bank from which eligible educators may draw leave under the conditions and restrictions outlined below. Teachers who wish to participate in the catastrophic sick leave bank program shall be required to contribute one (1) day of their available sick leave to the bank. This contribution must be made each year during the insurance open enrollment period, as designated by the District, by completing and submitting the appropriate form to the Human Resources Department. If the bank has a substantial balance of days remaining at the end of the academic year, the Association and District may agree to suspend the contribution requirement for one year. Any educator who did not previously participate in the bank but who desires to participate during the non-contribution year will be required to donate one (1) day to initiate eligibility by submitting the appropriate form to the Human Resources Department during the insurance open enrollment period, as designated by the District.
- 5.14.2 Only educators 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.
- 5.14.3 All requests for sick leave from the bank must be in writing and must be addressed to the Human Resources Director. Requests may be submitted and approved anytime after the required sick leave has been contributed. The requests must include the reasons for the request, written verification from the attending physician indicating the nature and severity of the illness or health problem along with the projected recovery date, and the number of sick leave days requested.
- 5.14.4 Only severe, extended illness and catastrophic medical problems of an employee or immediate family member will be considered for leave withdrawals from the bank. Illness or medical problems of a short-term nature shall not be considered. Life-threatening illness or severe accidents requiring extended recovery periods will be given first priority.
- 5.14.5 Withdrawals from the bank for illness of the participating employee shall not exceed one-hundred (100) leave days per employee during any consecutive twelve (12) month period. In addition, bank withdrawals for illness of the participating employee shall not exceed one-hundred (100) days cumulatively for the same illness, medical condition or recovery.
- 5.14.6 Withdrawals from the bank for illness of an immediate family member shall not exceed twenty (20) days during any consecutive twelve (12) month period. In addition, bank withdrawals for an illness of an immediate family member shall not exceed twenty (20) days cumulatively for the same illness, medical condition, or recovery. For requests under this policy, immediate family members shall include husband, wife, son, daughter, father, mother, brother, sister, grandmother, and grandfather. In addition, exceptions may be considered by the Superintendent for other relatives or those who have virtually held the position of an immediate member of the family.
- 5.14.7 In all sick leave bank withdrawal requests, whether for the participating employee or for an immediate family member, the District reserves the right to approve requests, deny requests, or to approve only a portion of the leave days requested.
- 5.15 EMERGENCY LEAVE**
- In the event of a personal or family crisis or other emergency situation which is not covered by the catastrophic sick leave bank, short-term disability, long-term disability or workers' compensation, employees who need to be away from work for a limited period of time may request emergency leave in writing from the Superintendent. Such leave will be available only to an employee in good standing who has used all accrued sick and personal leave. When an employee is granted this leave, the cost of a licensed substitute shall be deducted from the employee's daily rate of pay for each day of approved absence. Requests for emergency leave shall be limited to twenty (20) days per contract year, but the decision as to the amount

of leave allowed in each individual case will be determined solely by the District.

5.16 FAMILY LEAVE

- 5.16.1 In the event of serious illness of an eligible employee or an eligible employee's spouse, parent, or child, an employee may request in writing to the Superintendent a leave of absence of up to twelve (12) calendar weeks. An eligible employee may also request a leave of absence of up to twelve (12) calendar weeks following the birth or adoption of the employee's child.
- 5.16.2 In the event of a "qualifying exigency" arising out of a military service member's current tour of active duty or because the service member is notified of an impending call to active duty in support of a contingency operation, an employee who is the spouse, parent, or child of the service member may request in writing to the Superintendent a leave of absence of up to twelve (12) calendar weeks.
- 5.16.3 In the event a recovering member of the Armed Forces (who sustained an injury or illness in the line of duty on active duty) requires the care of an employee that is the spouse, parent, child or nearest blood relative of the service member, the employee may request in writing to the Superintendent a leave of absence of up to twenty-six (26) calendar weeks.
- 5.16.4 Employees who have worked for the District for at least twelve (12) months and who have regularly worked a minimum of twenty (20) hours per week for the District during the previous twelve (12) month period are eligible for family leave.
- 5.16.5 Eligible employees may not be granted family leave in excess of twelve (12) calendar weeks during any twelve (12) month period (with the exception of family leave granted on behalf of a care giver for an injured military service member).
- 5.16.6 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 its expense, the District may require the employee to obtain a second opinion by a doctor designated by the District.
- 5.16.8 In the event of birth or adoption, the District may require the employee to use his/her applicable accumulated personal leave prior to granting unpaid leave. For an employee's own illness or illness of a spouse, parent, or child, the District may require the employee to use his/her applicable accumulated personal leave and sick leave before granting unpaid leave. The total family leave period, whether paid or unpaid, shall not exceed twelve (12) calendar weeks.
- 5.16.9 When an employee and spouse 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.
- 5.16.10 Employees anticipating a family leave request shall give the District as much advance written notice as possible.
- 5.16.11 During the family leave period and/or a paid sick leave, 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 at least thirty (30) calendar days following the leave, 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. The employee shall not be required to reimburse the District for the District portion of the insurance premium costs if the employee is on the leave at the end of the school year and resigns employment at the end of the school year or during the summer break.
- 5.16.12 Upon returning from family leave, an employee shall be assigned to his/her previous position(s) or to equivalent position(s) with equivalent pay and benefits.

5.17 PERSONAL LEAVE

Effective July 1 each year, educators shall be credited two (2) days of personal leave to be used for their personal business. Teachers with fifteen (15) or more years of teaching experience, as determined by the salary schedule, will be entitled to one (1) additional day. Any teacher with an all track contract at a year-round school will be entitled to one (1) additional day of personal leave each year. Personal leave may also be earned when teachers within a school fill in for absent teachers when the automated sub-finder system is not successful in filling an absence, or when prior principal approval is obtained (this will apply to teachers in secondary schools who substitute during their prep period or teachers in year-

- round elementary schools who substitute when they are off track). Personal leave accumulation, use and carry-over are based on a single position, not a combination of positions. A personal leave day may be used for any purpose at the discretion of the teacher, subject to the following conditions:
- 5.17.1 A teacher planning to use a personal leave day or days shall notify his/her principal at least one day in advance, except in cases of emergency.
- 5.17.2 The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend or vacation period and reasonable restrictions and limitations will be imposed on personal leaves on such days.
- [a] Only in the event of an emergency will teachers be permitted to take personal leave on regularly scheduled parent/teacher conference days and the first day and last two (2) days of the school year.
- [b] In addition, to assure the normal operation of a school, limitations must be placed on the number of teachers in a school who can take personal leave on any given day. This will be determined by the principal of each school.
- 5.17.3 Effective July 1, 2009, teachers not using a personal leave day or days during the school year may accumulate and carry forward a maximum of thirty (30) days of unused leave to the following year.
- [a] Educators are encouraged to use all earned personal leave each year; however, a maximum of ten (10) days may be used in a contract year. When family or personal events arise which cannot be rescheduled to non-contract time, educators may make a request to the principal or program director to use additional days of personal leave during a contract year.
- [b] When an employee's balance of personal leave exceeds thirty (30) days on the last day of the monthly payroll absence reporting period in October, or the contract of a licensed employee is terminated, unused personal leave shall be compensated at the licensed substitute rate.
- [c] For those teachers who do not complete a full contract year, personal leave days shall be pro-rated.
- 5.17.4 When family or personal events arise which cannot be rescheduled to non-contract time, educators with need of additional personal leave may make a request to the principal or program director for an advance of up to five (5) additional days of personal leave. Educators granted an advance under this provision will have the option to repay the advance using accumulated sick leave at the rate of one and one-half (1.5) days of sick leave for every one (1) day of personal leave advanced. Educators exercising this option shall notify the payroll department in writing at the time the advance is granted.
- 5.17.5 With prior approval of the principal, a teacher who uses personal leave for professional purposes will be compensated at the personal leave rate.
- 5.18 SERVICE IN LEGISLATURE**
- The Board of Education grants release of personnel to participate in the legislature who have been elected to serve either in the Senate or House of Representatives. During such legislative service the employee shall receive his/her regular salary less his/her legislative salary. These arrangements shall be made through the District's Payroll Department.
- 5.19 CIVIC DUTY**
- 5.19.1 Jury Duty
- Employees selected for jury duty shall receive full salary, less the amount they receive as a juror.
- 5.19.2 Witness in Court
- [a] Employees who are subpoenaed to testify as a witness in legal action shall receive full salary for the period they are absent from duty while in court.
- [b] Employees who are litigants in legal action in cases where the legal action is an outgrowth of or related to their educational assignment shall receive full salary for the period they are absent from duty while in court.
- 5.19.3 Funerals and Civic Programs
- Personnel employed on a full-time basis will be allowed time for attendance at funerals and special civic programs as a speaker, chairperson, musician, etc., provided arrangements are made in advance and the principal gives approval. If the funeral is for the death of an immediate member of the family, the absence shall be covered under sick leave as provided in Section 5.10.1.

5.20 MILITARY LEAVE

- 5.20.1 Licensed employees who are members of the United States Army, Navy, Air Force or Marine Reserve shall be allowed military leave of absence not to exceed fifteen (15) working days per year to attend mandatory annual encampment or training in connection with the Reserve training requirements.
- 5.20.2 During such military leave the employee shall receive his/her regular pay less his/her military base pay.
- 5.20.3 Such leave of absence will be granted only on the basis of official military orders which must be filed with his/her immediate supervisor.
- 5.20.4 Such leave should, if possible, be taken during the employee's vacation or at a time which presents a minimum of disruption and interference to the District's educational and other programs.

5.21 THE ASSOCIATION PRESIDENT OF THE EXCLUSIVE BARGAINING AGENT

- 5.21.1 The association president spends his/her association time in the interest of improving the educational climate in the schools, the District shall release the association president for the regular contract time for that individual.
- 5.21.2 The Association shall reimburse the District for a portion of the Association President's compensation as agreed to by the Association and the District. The portion of the President's time paid for by the District shall be subject to the provisions of Board policy as stipulated by Section 53A-3-425 of the Utah State Code.
- 5.21.3 The leave shall be credited towards continuous service within the District and the president shall have the right to return to the position he/she held prior to going on leave.

5.22 PROFESSIONAL LEAVE

Professional leave will be made available for educators wishing to attend educational meetings, participate in workshops or visit and observe other programs during the school day.

- 5.22.1 Each school will be allotted one day of leave for every four (4) full time equivalent educators, except year-round schools which will be allotted one day of leave for every three (3) full time equivalent educators.
- 5.22.2 Educators must submit a written request for leave to their school's JSSC. The JSSC, after reviewing requests, shall forward recommendations to the principal for final approval.
- 5.22.3 Other professional leave must be funded through a specific school budget, District department budget or state or federal grant. Prior approval from the principal or immediate supervisor must be obtained.
- 5.22.4 Teachers wishing to attend workshops, conventions, or other educational experiences on their own may, with prior approval from their principal, use their accumulated personal leave for such purposes in accordance with section 5.17.5 of the Davis Educators Agreement.

6. ARTICLE VI EMPLOYMENT PRACTICES**6.1 SELECTION OF LICENSED PERSONNEL****6.1.1 Teachers**

- [a] The nature of vacancies shall be determined at the school level, based on the instructional needs of the school. Consideration shall be given to the totality of the assignment, including the academic subject matter, grade level, and extracurricular needs. The assignment of FTE positions shall be determined by the principal, with input whenever possible from the JSSC and the department or grade level in which the vacancy occurs. The principal shall determine whether it is possible to fill the vacancy by transfer within the school in accordance with section 6.5.4. If the vacancy is not filled by in-school transfer, the principal shall communicate the preferred qualifications to the Human Resources Department.
- [b] Those applying for teaching positions in Davis School District must:
 - (i) Show evidence that they will possess a regular license applicable to the position by the effective date of their assignment, or must otherwise meet the legal requirement established by the State Board of Education.
 - (ii) Be recommended by a reputable teacher-training institution or, if they have prior experience, by the district or districts in which they were previously employed.

- (iii) All teaching positions shall be filled with the best qualified applicants according to the District teacher applicant evaluation system.
 - [c] The Human Resources Department shall have the right to place qualified teachers under the following circumstances:
 - (i) to place teachers who have been involuntarily transferred;
 - (ii) to further District affirmative action goals; and
 - (iii) to expedite the hiring of qualified people in areas in which the applicant pool is inadequate.
 - [d] When 6.1.1[c] does not apply, the Human Resources Department shall refer names of qualified applicants to the school. When possible, the candidates shall be interviewed by a Selection Committee consisting of the school principal or his/her designee, one or more teacher representatives from the grade or department(s) in which the vacancy occurs, and, where appropriate, parents. The Selection Committee shall make a hiring recommendation to the principal, who shall make the final decision.
 - [e] The Selection Committee shall be provided with guidelines explaining proper interviewing procedures which shall be reviewed prior to interviewing any candidate.
 - [f] Candidates who are interviewed by the Selection Committee shall be told the date by which it is anticipated that the hiring decision will be made. Once a vacancy is filled, all interviewees shall be notified in a timely manner. If the hiring decision is delayed by more than two weeks, the interviewees shall be notified of the delay.
- 6.1.2 Highly Qualified Requirement
Educators are expected to meet Highly Qualified requirements for the subject(s) for which they are assigned. However, no teacher shall be required to become Highly Qualified in a subject for which they are not assigned. (Also refer to section 6.5.4 for this agreement)
- 6.1.3 Administrators
Those applying for administrative and licensed positions in the Davis School District must:
- [a] Show evidence that they will possess a regular license applicable to the position by the effective date of their assignment, or must otherwise meet the legal requirement established by the State Board of Education.
 - [b] Submit the application in writing.
 - [c] All administrative positions to be filled shall be announced in writing throughout the District's schools so all interested and qualified personnel may apply. The announcement shall set forth the minimal qualifications which are acceptable and the inclusive dates during which applications will be received.
 - [d] Applicants who are eliminated will be notified by the administration. It is understood that all appointments to positions within the District are made by the Board of Education on recommendation of the Superintendent of Schools.
- 6.2 **JOB SHARING**
- 6.2.1 General Provision
In situations where it is mutually advantageous to both the school District and teachers, a job sharing arrangement may be implemented which provides that two teachers may accept responsibilities for one full-time teaching assignment.
- 6.2.2 Requirements
- [a] Only two licensed employees may share one full-time position. No teacher in a job share arrangement shall be assigned classroom duties comprising less than one-half of a full-time equivalent position unless approved by the assistant superintendent.
 - [b] At least one of the licensed employees must have had three (3) or more years of successful full-time teaching experience in the Davis School District. An applicant for a job sharing position who is not a current licensed employee of the Davis School District will be considered only if the applicant has earned a finalist rating through the District personnel department and has obtained the approval of the supervising principal and the appropriate school director.
 - [c] A written plan must be presented to the principal by the licensed employee(s) desiring to job share. The plan must meet the needs of the students within the school's educational program and must be approved by both the principal and the school director. If two licensed employees from two different schools

propose a plan to job share at one of the schools, approval must be obtained from the principal of the school where the job sharing will take place and from the school director.

- [d] Time scheduling may vary as determined by the principal, with the approval of the school director.

6.2.3 Responsibilities

Job sharing employees and all other part-time employees shall be subject to the same District policies, procedures, and assignments as any other licensed employees. They shall attend faculty meetings, parent/teacher conferences and other meetings required by the principal without additional compensation.

6.2.4 Absences

- [a] Whenever a job sharing teacher is absent from work, the school may assign a substitute teacher or may allow the other job sharing teacher to substitute for the absent teacher at the long term substitute rate.
- [b] In the event that one job sharing employee terminates during the school year, the other job sharing employee shall assume the full job responsibility until a replacement can be hired. The District will make every reasonable effort to fill the vacant position in a timely manner. When this occurs the "covering" employee shall received the appropriate full-time contract pay rate during the interim.

6.2.5 Contract

- [a] A full-time equivalent position shared by two employees shall not obligate the District for greater salary and District fringe benefit costs than would be the case if the position were filled by one full-time employee.
- [b] Job sharing employees will be eligible for one standard salary step increase for every contract year of service.
- [c] All job sharing is approved for a single contract year. Each employee wishing to continue a job sharing arrangement from one school year to the next must submit a letter of application for re-employment as a half-time licensed employee in a job sharing assignment. The letter of application must be submitted to the appropriate school director before March 1 of the preceding school year. No job sharing participant shall have an expectation of continued employment in a job sharing assignment in a succeeding contract year.
- [d] Licensed employees who have participated in job sharing may, at the District's discretion, be offered a full-time position in a subsequent school year. If a licensed employee was employed full-time by the Davis School District prior to entering into a job sharing assignment, and if that employee notifies the District in writing by March 1, that person shall have the right to continued employment as a full-time employee should openings become available for which he or she qualifies.
- [e] When involuntary transfers or reductions in force are deemed necessary by the District administration, job sharing employees shall not be exempt. However, job sharing employees identified for involuntary transfer who were not employed full-time by the Davis School District prior to their job sharing assignment shall only have the right to transfer to another regular half-time teaching position, pending the availability of such position.
- [f] When it becomes necessary to dissolve a job share position and reassign the participating educators from one grade or subject area to another grade or subject area within the school, the principal shall make the final reassignment decision(s) based on the language contained in section 6.6.4 of this agreement.

6.3 **MULTIPLE WORK SITE ASSIGNMENTS**

In some circumstances, the District may offer a classroom teacher an assignment which requires the educator to teach at more than one work site.

Building administrators should work collaboratively with the educator assigned to multiple work sites to develop a reasonable schedule and expectations regarding staff meetings, parent teacher conferences, after school activities, and other such responsibilities.

These responsibilities should not exceed those required of a full-time educator at a single work site.

6.4 **PROFESSIONAL EVALUATION**

- 6.4.1 The Davis School District Educator Assessment System (EAS) has been developed collaboratively by the Davis School District and the Davis Education Association through the Educator Assessment System Advisory Committee. This teacher

- evaluation system is outlined in the Educator Assessment System (EAS).
- 6.4.2 In addition to providing for the improvement of professional competence, the evaluation system will:
- [a] Identify standards and conditions of professional service in the school system.
 - [b] Provide a permanent record of the quality of each employee's professional service.
 - [c] Provide a basis for judgement with respect to the continued employment of the employee.
 - [d] Provide uniform instruments on which to make evaluations.
- 6.4.3 Evaluations of professional performance shall be conducted annually or more often on the basis of the above philosophy, criteria and procedures.
- 6.4.4 Licensed personnel shall have the right to respond in writing to the evaluation and have that response attached to the report.
- 6.4.5 When a teacher is experiencing difficulties in the performance of his/her professional assignment, he/she may request assistance from teaching colleagues, the school principal or appropriate District supervisors.
- 6.4.6 A teacher who is not satisfied with an evaluation has thirty (30) days after receiving the written evaluation to request a review of the evaluation. The review shall be conducted in accordance with Utah Code Ann. §53A-10-110.
- 6.5 TEACHER FILES**
- 6.5.1 The official teacher file is the one maintained in the District office.
- 6.5.2 All materials in school and District files, except confidential university placement files, confidential letters of reference, and applicant rating forms, shall be available to the teacher for inspection at his/her request.
- 6.5.3 Derogatory material concerning a teacher's conduct, service, character or personality shall not be placed in a teacher's District or school file unless the teacher has had an opportunity to read the material. In order to acknowledge that he/she has seen and read such material, the teacher may be required to affix his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of the material.
- 6.5.4 Files concerning educator performance kept in the schools should be expunged of derogatory material that is more than two (2) years old, except as noted below. If such material is to be retained beyond two (2) years, it must be shown to the teacher involved.
- [a] E.A.S. Working Administrator forms and supporting documents indicating an educator has received a "U" must be kept in the school file for three (3) years.
- 6.5.5 Any complaint about a teacher written by a parent or a student shall be brought to the attention of the teacher before any action is taken against the teacher.
- 6.6 TRANSFERS**
- 6.6.1 General Provisions
- The District administration may transfer educators from one school or work location to another.
- [a] However, before such transfers take effect, educators shall be entitled to meet with their principals or District administrators to discuss the District's reasons for the transfers as well as the educators' concerns and preferences.
 - [b] Transfers shall not be imposed for the purpose of resolving performance problems that should be addressed through professional assistance and remediation.
 - [c] In accordance with the Americans with Disabilities Act, the District may transfer or reassign a qualified individual with a disability to a vacant position as a reasonable accommodation for the individual.
 - [d] Files concerning educator performance kept in the school and containing previous E.A.S. evaluations shall be sent to the principal of the receiving school. However, files should first be expunged of any derogatory material that has not been shared with the educator. (note 6.5.3 and 6.5.4 above.)
- 6.6.2 Voluntary Transfers
- [a] Teachers within the District who desire a change in grades, subject or school assignment may indicate such desire by completing an electronic transfer request form and returning it to the Human Resources Department. Teachers are strongly encouraged to submit the transfer request by March 1, and remove their name from the transfer list when a transfer is no longer desired.
 - [b] Transfers are discouraged during the school year but may be considered in

- situations where the District administration determines that the transfers would be beneficial to students.
- [c] Teachers may verify their transfer requests by confirming their placement on the transfer screen through the school secretary having access to the screen.
 - [d] In filling vacancies, consideration shall be given to qualified teachers voluntarily requesting transfers.
 - (i) All teacher openings shall be announced within the District for at least five (5) calendar days prior to filling the opening, except for openings occurring within forty (40) calendar days before the beginning of the contract year or in situations where teachers terminate employment without providing written notification thirty (30) days in advance as required by the Davis Educators Agreement. If a position is not filled and announced again, it may be announced for less than the initial five (5) day period.
 - (ii) The principal shall interview at least two (2) qualified District transfer candidates before filling a vacancy if contacted by transfer candidates before the position is filled.
 - (iii) After a selection decision has been made, the principal shall promptly notify all transfer candidates interviewed and the Human Resources Department may remove the name of successful transfer candidates from the transfer list.
 - [e] In evaluating transfer candidates, principals shall give extra consideration to those who have served ten (10) or more years at their present school. Correspondingly, educators who have served ten (10) or more years at the same school are encouraged to consider transfer opportunities that would enhance professional growth and benefit students and faculties at other schools.
 - [f] Requests for transfer shall be considered active for the current calendar year only.
 - [g] A principal may recommend to a teacher that he/she should consider a transfer if serious public relations problems are evident.
 - [h] Nothing in this section (6.6.2) shall preclude two non-provisional educators from exchanging positions provided that the principals at both schools give approval. In such cases, an announcement will not be required in that no opening exists.

6.6.3 Involuntary Transfers

- [a] The District administration reserves the right to transfer to another school educators who do not possess certifications or endorsements appropriate to the subject areas they are teaching.
- [b] An ESL endorsement shall not be a factor in identifying educators for involuntary transfer. However, ESL endorsed educators may be identified for involuntary transfer when they are the teacher in the grade level or subject area where the position is being eliminated, with the least overall seniority in the District.
- [c] Exclusive of the provisions in paragraphs [a] and [b] above, when an involuntary transfer is necessary to meet staffing requirements, the following criteria shall be applied in sequential order to determine which teacher is to be transferred.
 - (i) The principal shall inform educators in the grade level or subject area affected that they may volunteer to take the place of the educator subject to involuntary transfer as identified in (iii) below.
 - (ii) The principal shall then inform educators from the entire faculty, where certification or endorsement is not an issue, that they may volunteer to take the place of the educator subject to involuntary transfer.
 - (iii) If there are no volunteers with appropriate licenses and endorsements, the teacher in the grade level or subject area where the position is being eliminated who has the least overall seniority in the District will be identified as the one for transfer. However, when a school must eliminate a part-time teaching position, a part-time employee shall be identified as the involuntary transfer. At an elementary school, where licensure is not an issue, a part-time teacher identified for involuntary transfer may request to take the place of the one teacher at the school with the least seniority only if that teacher is working in an equivalent part-time status.

- Similarly, at an elementary school, a full-time teacher designated for involuntary transfer may request to take the place of the one teacher (who is part of the school's regular staffing allocation) with the least overall seniority in the District. If the principal approves these requests, the teachers who are replaced shall be designated for involuntary transfer.
- (iv) Exclusive of the provisions of paragraph (iii) above, teachers in job sharing assignments shall not be considered as individual part-time employees in determining their seniority and involuntary transfer status. Instead, in calculating the seniority of teachers in a job sharing assignment, seniority in the District of the job sharing partners shall be combined and averaged in determining seniority for the job sharing position.
 - (iv) When more than one teacher is identified for involuntary transfer at an elementary school in a given school year, the principal shall follow the steps outlined in (i) and (iii) above. If there are insufficient volunteers with appropriate certifications and more than one teacher chooses to take the place of another educator with less District seniority, the principal shall meet with all those designated for involuntary transfer and identify to them an equal number of teachers at that school with the least overall seniority in the District. In consultation with the teachers designated for involuntary transfer, the principal shall determine which lower seniority teacher shall be replaced by each teacher identified for involuntary transfer. A teacher thus replacing another educator with less District seniority shall assume the same grade level assignment as the individual he/she is assigned to replace. The teachers who are replaced under the terms of this provision shall then be designated for involuntary transfer from the school.
 - (vi) Preparation time (prep-time) teachers shall not be eligible for involuntary transfer. If preparation time positions are eliminated due to staffing reduction, the prep-time teachers shall be given transfer consideration only for equivalent prep-time openings at other schools.
- [d] The educator thus identified for an involuntary transfer may remain at the school if a volunteer can be found to transfer, creating an opening in the subject or grade level for which the educator is licensed and endorsed, or if another vacancy occurs at the school in a subject or grade level for which the educator is licensed and endorsed.
 - [e] An involuntary transfer or reassignment will be made only after a conference between the teacher(s) involved and the principal(s) involved, at which time the teachers designated for transfer shall be given the specific reason(s) among the above criteria for their selection.
 - [f] In the event the teacher desires further discussion of an involuntary transfer or reassignment following this conference, the Superintendent or his/her designee will meet with the teacher and at his/her request, an Association representative, to discuss the matter. Following such a conference, the decision of the Superintendent shall be final.
 - [g] The District cannot guarantee that educators designated for involuntary transfer will be placed in positions matching their current assignments. However, the District will make every reasonable effort to place provisional educators designated for involuntary transfer in the same grade level or subject area in which they were previously assigned.
 - [h] The District shall not be obligated to continue to employ individuals designated for involuntary transfer if they reject appropriate interviewing opportunities or assignment offers.
 - [i] The District shall not be obligated to place educators in an endorsement area different from the one where they are presently assigned, regardless of certification, if they have not been employed to teach in that endorsement area within the last ten (10) years.
 - [j] In the event a teacher provides a critical need for the school and where replacing the teacher could cause considerable hardship on the school, the principal may apply for a waiver of the involuntary transfer policy. The waiver may be granted upon approval of the District/DEA Liaison Committee.

- [k] Employee reassignment from a grade level or subject area to another grade level or subject area within the same school shall not be considered an involuntary transfer. Similarly, employee reassignment within the same District department or District program shall not be considered an involuntary transfer. Such reassignments shall be made according to section 6.6.4[e].
- [l] Principals of new schools shall promptly notify all interviewed involuntary transfer candidates of their status. The notice shall clearly state whether the educator is being selected, is not being selected, or is under further consideration and will be informed promptly when a final decision is made.

6.6.4 Priority of Assignment

All teachers assigned to a school, including part-time teachers and those on leaves of absence, may request and be granted consideration for any vacancies in their school for which they are licensed and endorsed.

- [a] Educators who wish to be considered for reassignment opportunities must submit a completed Reassignment Request form to their principal. Educators may submit the requests any time but are strongly encouraged to do so by March 1. The District shall distribute the forms annually with the Letter of Intent forms. Requests for reassignment shall be considered active for the current calendar year only.
- [b] Principals shall consider reassignment requests from these teachers before selecting outside applicants or transfer candidates from other schools.
- [c] Job openings filled through reassigning staff within a school need not be announced or posted. However, before filling positions through reassignment, the principal shall consider any written reassignment requests that have been submitted prior to the opening being filled.
- [d] When filling openings through reassignment, the principal shall not be required to interview outside applicants or transfer applicants.
- [e] When it is necessary to reassign an educator from one grade or subject area to another grade or subject area within the school due to a change in enrollment or the dissolution of a job share position, the principal shall make the final reassignment decision(s) based on the following considerations:
 - (i) the educational needs of the school;
 - (ii) educators who volunteer for reassignment;
 - (iii) seniority of educators in the grade or subject area; and
 - (iv) educators' experience, education, licensure, and endorsements.
- [f] No teacher making a good faith effort to become Highly Qualified shall be involuntarily transferred or reassigned solely on the basis of their Highly Qualified status.
- [g] Principals may involve other school staff members in considering reassignment requests and making reassignment decisions.
- [h] No provision in this policy shall prevent principals from asking educators to accept reassignments or from requiring reassignments when deemed appropriate.

6.7 POSTING OF JOBS

Except in situations requiring that positions be filled immediately, professional job openings occurring during the school year shall be announced and posted in faculty rooms.

6.8 PROFESSIONAL APPEARANCE

A professional appearance is encouraged for all educators. Care should be taken to dress in a manner which reflects well on the teaching profession and the District.

6.9 PROFESSIONAL OBLIGATIONS

Educators are encouraged to avoid non-essential distractions of a personal or family nature during assigned work hours. Non-emergency personal phone calls or other similar disruptions during working hours should be avoided. Educators shall not bring their children to school on contract or professional development days unless authorized in advance by their principal.

6.10 ORDERLY TERMINATION PROCEDURES

6.10.1 Purpose

- [a] The Davis School District (the "District") and the Davis Education Association (the "Association") find that the establishment of standards and procedures which define and protect the rights of employees with respect to suspension or termination of employment under various circumstances is in the best interests of educators and administrators. The District and the Association therefore

mutually endorse the provisions of the Utah Orderly School Termination Procedures Act § 53A-8-101 et seq., relating to orderly termination procedures and pursuant to said statute adopt the regulations which follow as to standards of due process and causes for termination.

- [b] The Orderly Termination Procedures provided for herein shall not be applicable to Provisional Educators, except with respect to termination during the Contract Term (section 6.10.4). The Orderly Termination Procedures also shall not be applicable to temporary employees, inasmuch as temporary employees work at the will of the employer and have no expectation nor right to continued employment.

6.10.2 Definitions

- [a] "Contract term" or "term of employment" means the period of time an educator is engaged by the District pursuant to a contract of employment whether oral or written. Unless expressly identified otherwise, this period is from July 1, through June 30.
- [b] "Dismissal" or "termination" means:
- (i) any termination of the status of employment of an employee;
 - (ii) failure to renew the employment contract of a career employee;
 - (iii) reduction in base salary of an employee not generally applied to all employees of the same category in the employ of the District during such employee's contract term;
 - (iv) change of assignment of an employee with an accompanying reduction in pay, unless such assignment change and salary reduction are agreed to in writing; or
 - (v) a transfer or reassignment of an employee resulting in a loss of compensation or benefits not affecting Base Salary shall not be considered a "dismissal" or a "termination."
- [c] The term "salary" and "pay" as used herein mean and include only the Base Salary set forth in the schedules under sections 4.16 and 4.17. The terms "salary" and "pay" do not include compensation for extra duties (section 4.11.4), travel reimbursement (section 4.13), fringe benefits (section 5) or any other compensation or benefit not specifically included in the Base Salary.
- [d] "Employee" means a person, other than the District superintendent or a temporary employee, who is a career or provisional employee of the District.
- [e] "Provisional employee" means an individual, other than a career employee or a temporary employee who has been employed by the District on at least a half-time basis for fewer than three (3) consecutive full contract years. A classified career employee who accepts a licensed position shall be placed on provisional status for two (2) full contract years beginning the effective date of the licensed assignment. An educator who accepts another licensed position that is substantially different from the position in which career status was achieved may be transferred or reassigned by the District to a position similar to his/her original assignment should job performance concerns arise within two (2) years from the effective date of the substantially different assignment. The right to a hearing shall not apply when such transfers or reassignments are made by the District.
- [f] "Career Employee" means an employee, not including a provisional or temporary employee, of Davis School District who has obtained a reasonable expectation of continued employment based upon an agreement with the employee or the employee's association, District practice, or policy. Career employees who agree to take a different assignment with the District that is funded by a grant or other "soft" money do not relinquish their career status. Should funding for the position end, the employee will be eligible for transfer under the involuntary transfer policy.
- [g] "Temporary employee" means an individual who is employed by the District on a temporary basis. Temporary employees include, but are not necessarily limited to, the following:
- (i) substitute teacher and other substitute workers;
 - (ii) seasonal employees;
 - (iii) employees hired under contracts for one (1) year only or for less than one (1) year;
 - (iv) employees whose positions are funded by grants; and

- (v) employees whose positions are authorized for no more than twelve (12) months.

6.10.3 Contract Non-Renewal

Causes for which a contract may not be renewed include, but are not limited to:

- [a] Unsatisfactory Performance
 - When job performance deficiencies occur which would, in the opinion of the District subject an employee to contract non-renewal, the District shall provide such employee with a dated written notice (personal delivery or certified mail to the last known address) stating clearly the problem or problems pertaining to such employee and advising the employee that continued employment is in question at least one month prior to issuing notice of intent not to renew.
 - (i) An outline of procedures and available assistance to correct such job performance deficiencies will be included in the written notice.
 - (ii) Upon receipt of such written notice, the employee shall take immediate remedial action to remove or correct all such job performance deficiencies and shall accept and put into practice those suggestions, instructions or procedures outlined.
 - (iii) The employee has the obligation to outline in writing a plan for improvement.
- [b] If such job performance deficiencies are uncorrected, the employee's contract shall be subject to non-renewal.
- [c] Progress by the employee in correcting the job performance deficiencies and satisfactorily performing his/her duties will be evaluated by the District. After receiving notice of deficiencies, an employee will have an opportunity to discuss and counsel with his/her supervisor or administrator upon written request by the employee.
- [d] In any non-renewal action pursuant to this section, the career educator shall be entitled to a hearing as provided in section 6.10.8.
- [e] Nothing in this section shall preclude the dismissal of an employee for cause during the term of employment.

6.10.4 Termination During the Contract Term

Termination of Contract for Cause. Sufficient grounds for termination of an employee's contract for cause are considered to be:

- [a] neglect of employment obligation;
- [b] incompetence;
- [c] an act of serious insubordination, repeated acts of insubordination, or a pattern of insubordinate behavior;
- [d] failure of a career employee to demonstrate substantial progress toward correcting or removing all job performance deficiencies identified in writing as causing unsatisfactory performance at the conclusion of the District remediation program under the "Davis Educator Assessment System" for the purpose of attempting to correct or remove such job performance deficiencies;
- [e] failure of a provisional educator to demonstrate substantial progress toward correcting or removing all job performance deficiencies identified as causing unsatisfactory performance at the conclusion of the provisional educator corrective procedures outlined in the "Davis Educator Assessment System."
- [f] conviction of a felony in any state or federal court;
- [g] conviction in a state or federal court of any crime which demonstrates moral turpitude;
- [h] conviction, pleading "no contest," or a plea in abeyance to a crime when there is evidence or acknowledgment of guilt to charges related to sexual abuse, child abuse, drugs, or public lewdness;
- [i] conduct on school premises or with a student or students which violates any criminal law of the State of Utah or any federal criminal law;
- [j] serious misconduct related to his/her job;
- [k] excessive unauthorized absenteeism; or
- [l] egregious violation of the "Davis School District Employee Code of Ethics."

6.10.5 Disciplinary Action

The District may elect to proceed with disciplinary action to warn the employee that his/her conduct places the employee in danger of termination during the contract term. The District may elect to exclude any or all of the following steps and proceed

directly with termination for cause. No disciplinary action shall thereafter prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the disciplinary action.

- [a] Oral Reprimand
Oral reprimand may be issued by the immediate supervisor.
- [b] Written Reprimand
Written Reprimand - issued by the immediate supervisor or District Administration which warns the employee that his/her contract is in danger of being terminated.
 - (i) This warning is active for a two-year period and remains in the employee's District personnel file.
 - (ii) The warning does not prejudice the right of the District to proceed with termination for cause should the misconduct continue.
- [c] Probation
The District may elect, but is not required to place the employee on probation for misconduct which could be grounds for termination during the contract term.
 - (i) The District is solely responsible for determining the length and terms of probation.
 - (ii) Probation shall not prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the probation.
- [d] Suspension
The District may, at its discretion, place the employee on suspension.
 - (i) The District shall be solely responsible for determining whether the suspension is to be with or without pay and for determining the duration of the suspension.
 - (ii) Suspension may, among other reasons, be invoked by the District when further investigation is deemed necessary or desirable in order to make an informed decision concerning the employment of an employee or for the purpose of awaiting the outcome of criminal charges pending against an employee.
 - (iii) Suspension of a teacher shall not in any way prejudice the right of the District to proceed with other action, including termination for cause, at a later date.
 - (iv) Furthermore, the fact that pending criminal charges against a teacher may be resolved in favor of the teacher shall not preclude the District from initiating termination for cause proceedings or other disciplinary action against the teacher based all or in part upon the same facts which gave rise to the criminal charges.
- [e] Dismissal
Any employee subject to disciplinary action shall be given the opportunity to be represented in any meeting or conference to which they are invited or required to attend with respect to the disciplinary action. A career employee who has been dismissed or suspended from employment pending further investigation may appeal such action as provided by this Agreement. The right to a hearing does not apply for suspensions of a limited duration invoked as disciplinary action rather than for purposes of investigation.
- [f] Termination during the contract term may only be implemented by the Superintendent subject to ratification and approval by the Board of Education.

6.10.6 Notice Requirements

- [a] Contract Non-Renewal Notification Requirements – Career Employee
 - (i) The District shall inform a career employee, at least thirty (30) calendar days prior to issuing notice of intent not to renew his/her contract, that continued employment is in question and the reasons for the anticipated non-renewal or discontinuance of contract. The District shall then give the educator an opportunity to correct the problem. The District may grant the career employee assistance to correct the deficiencies, including informal conferences and the services of school personnel within the District.
 - (ii) If the District intends not to renew or continue the contract of employment of a career employee, the District shall give notice of that intention to the career employee at least thirty (30) calendar days before the end of the contract term. The written notice shall be served by personal delivery or

- by certified mail addressed to the career employee's last known address.
- (iii) The notice shall show a date and contain a clear and concise statement that the career employee's contract will not be renewed or continued for the next term and the reasons for the non-renewal or discontinuance.
- [b] Contract Non-Renewal Notification Requirements – Provisional Employee
- (i) The District shall provide written notice to a provisional employee at least sixty (60) calendar days before the end of the provisional employee's contract if the employee will not be offered a contract for a subsequent term of employment.
 - (ii) In the absence of a notice of intention not to renew, the employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employee into which the employee falls.
 - (iii) Nothing in this section shall preclude the dismissal of an employee for cause during the term of employment.
 - (iv) In any non-renewal action pursuant to this section, the provisional employee shall be entitled, upon written request, to an informal meeting with the Superintendent or designee/s. Provisional employees whose contracts are non-renewed or whose employment is terminated at the end of the contract term shall not be entitled to a hearing with the Board of Education or with a hearing examiner as provided in section 6.10.8.
- [c] Termination During the Contract Term Notification Requirements
At any time during the term of employment, the District may terminate an educator for cause upon giving written notice by personal delivery or certified mail to the last known address stating that employment shall terminate at a time fifteen (15) days or more from the date of notice, and stating the detailed reasons and evidence supporting such reasons.
- 6.10.7 Contract Non-Renewal Due to Necessary Staff Reduction
- [a] Retention Preference Criteria
In the event a reduction of staff is necessary because of decreasing student enrollments in the District, discontinuance of a particular service, unanticipated shortages of revenue following budget adoption or school consolidation, the following retention preference criteria shall apply:
- (i) First retention preference shall be given to all employees, as a whole, whose performance was rated satisfactory on their most recent evaluation report.
 - (ii) Second retention preference shall be given on the basis of proper certification and if the teacher meets basic training requirements.
 - (iii) Third retention preference shall thereafter be given on the basis of seniority.
- [b] Notice to Association
If it is necessary for the District to reduce the number of licensed employees, the District shall give the Association prior notice of the proposed action together with a statement of the reasons for the proposed reduction in force, the projected impact on the District, and the proposed time-frame within which the reduction in force is to be accomplished.
- [c] Reduction in Force Procedures:
- (i) Career employees who are identified for reduction in force shall be assigned to other positions for which they are properly licensed, should such positions become available according to section 6.6.3, Involuntary Transfers. Refusal by employees to accept the first offering of a position within five (5) working days relieves the Board of any further responsibility to those employees.
 - (ii) Employees in provisional status who are identified for reduction in force shall be given high priority for District positions for which they are properly licensed. Employees subject to reduction in force also shall be given high priority for District positions for which they may qualify with provisional certification or through short-term retraining.
 - (iii) An employee subject to reduction in force with three (3) or fewer years remaining until eligibility for retirement shall receive the benefits of the early retirement incentive program.
 - (iv) An employee selected for non-renewal pursuant to this section shall be

given written notice stating the reasons therefore at least one (1) month prior to the end of the contract term. Notice shall be served by personal delivery or certified mail to the last known address.

- (v) The hearing requirements of section 6.10.8 hereafter shall not apply to any termination under this section.

[d] Recall

- (i) Career employees affected by a reduction in force will be recalled (in order of seniority in the District) before provisional employees. Employees will be placed in available positions for which they are properly licensed. This will not restrict the District from filling vacancies that exist for which no employee affected by the reduction in force qualifies under the stated criteria.
- (ii) An employee reemployed following termination because of reduction in staff during the same contract year will return to the same step and lane.
- (iii) If hired in succeeding years under this policy, he/she shall be placed on the next step and the same lane of the salary schedule unless in the intervening time he/she has qualified for a lane change, in which case, he/she shall be placed on the higher level lane.
- (iv) Sick leave which has been accrued by an employee at the time of termination shall be reinstated at the time of reemployment.
- (v) Refusal by the employee to accept the first offering within five (5) working days of official notice of opening for which he/she is qualified relieves the Board of any further responsibility to that employee. Allowance will be made for appropriate notice to a current employer as required by the employee's current contract, if employed elsewhere, not to exceed twenty (20) calendar days.

6.10.8 Fair Hearing Procedure

- [a] A career employee who has been dismissed or suspended pending investigation is entitled to a hearing according to the terms of this agreement provided that the employee files a written request for a hearing with the Superintendent of the District not later than ten (10) working days after his/her receipt of a notice served pursuant to section 6.9.6.
 - (i) Timeliness of a mailed request shall be determined by postmark; and
 - (ii) Failure to file a timely request shall be deemed a waiver of hearing.
- [b] Upon receipt of a request for hearing, the Superintendent of Schools or his/her designee shall schedule a preliminary conference to be held within fifteen (15) working days, and notice of which shall be given to the educator, and the employee's association representative for the purpose of attempting to determine the merits of the appeal.
- [c] If, after such preliminary conference, the appeal is not resolved to the satisfaction of the parties, the Superintendent or his/her designee shall schedule a hearing before the Board of Education for a date that is mutually acceptable to the parties but that shall not exceed sixty (60) days following the date upon which the preliminary conference was held. However, if the Board of Education appoints a hearing examiner as provided in section [d], the hearing shall be scheduled for a date that shall not exceed sixty (60) days following the date upon which the hearing examiner is appointed. At least ten (10) days written notice of the hearing date shall be given the educator and his/her representative unless the educator and his/her representative waive in writing such notice requirement.
- [d] The Board of Education may appoint a hearing examiner as provided in the grievance procedure to ascertain whether there was compliance with these procedures for terminating employment, and to ascertain the reasonableness of the alleged basis for termination. The hearing examiner shall be notified of his/her selection by a letter from the Superintendent or his/her designee and the hearing examiner shall coordinate with counsel/representative for the District and the employee in setting a date and time for the hearing.
- [e] The educator may be represented at any such hearing by counsel, produce witnesses, hear testimony against him/her, cross examine witnesses and examine documentary evidence. At any such hearing an Association representative may be present and state the Association position.
- [f] The written recommendation of the hearing examiner shall include findings of

fact and shall be subject to the final decision of the Board of Education. Nothing herein shall be construed to limit the right of the District or the educator to appeal to an appropriate court of law.

- [g] The expenses of securing a hearing examiner shall be born equally by the District and the educator. The employee's association may assume responsibility for the educator's share.

6.11 EMPLOYMENT OBLIGATIONS

6.11.1 Length of School Day

The teacher agrees to a regular 7 ½ hour school day, including a daily scheduled duty free lunch period of at least thirty (30) minutes except in cases of inclement weather and emergency situations.

- [a] The employment obligation involves a commitment of time and responsibility in the supervision of students beyond the classroom during the school day.
- [b] In addition, assignments will be necessary after school and during the evenings to properly supervise various school activities and attend parent-teacher meetings. Other evening activities which require attendance by all teachers shall be scheduled after approval by the JSSC.
- [c] Educators can be required to attend faculty meetings as scheduled by their principals. These meetings may be held at times beyond the regular seven and one-half (7½) hour school day, but should be held immediately before or after the school day and shall not normally exceed forty-five (45) minutes outside the school day. Meetings involving the entire faculty shall not exceed four (4) meetings per month. Attendance at these meetings is not optional and shall not entitle educators to additional compensation.
- [d] Because some elementary teachers with larger class sizes are required to put in extra time to prepare for and conduct SEP conferences, the District will provide a stipend to compensate those teachers for additional time worked. Each school shall receive funds calculated at twenty-five dollars (\$25) per FTE. Each year, the JSSC and principal shall develop a plan to divide those funds among teachers with larger class sizes.

6.11.2 The first and second Tuesday of each month will be identified for employee association business.

6.11.3 The transportation to and from school is an individual responsibility. Therefore, no car pool arrangements should be made which interfere with the proper scheduling at the school where assigned.

6.11.4 Outside Employment During School Year

Since teaching is a major responsibility requiring a maximum effort, the teacher should not be gainfully employed in other remunerative work on school days during the school year where such work interferes with his/her effectiveness as a teacher.

6.11.5 Employment Agreement

In the event that an educator decides to terminate employment with the District, he/she shall give prior written notice of at least thirty (30) calendar days to the Superintendent. This notice requirement also shall apply to educators who terminate employment prior to the beginning of the school year. If, however, this procedure is not observed, the Superintendent reserves the right to impose a financial penalty of \$500 and deduct the same from the educator's earnings.

6.11.6 Electronic Information Resources Acceptable Use Agreement

Educators agree to sign and abide by the "Electronic Information Resources Acceptable Use Agreement" as a condition of employment. This agreement is provided annually to all educators.

6.11.7 Student Safety

All District employees shall be responsible for helping to provide for student safety during emergencies and disasters as specified in the District Emergency Preparedness Plan. In the event of a major declared emergency or disaster, the Superintendent may issue a supplemental declaration providing that employees shall be designated as emergency/disaster service workers. All employees so designated shall be responsible during the declared period to help provide for the safety and well being of students under their care until the students are all accounted for and released from school. The Superintendent shall designate the duration of the emergency/disaster period. Employees designated as emergency/disaster service workers shall serve in this capacity until released by the Superintendent or designee(s).

6.12 STUDENT DISCIPLINE PROCEDURES

- 6.12.1 Since discipline within the classroom is the basic responsibility of each teacher, good procedure in handling unusual student behavior is necessary.
- 6.12.2 A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the behavior or the disruptive effect of the violation makes the continued presence of the pupil unacceptable.
- [a] In such cases, the student shall be excluded from the class for the remainder of the class period with the appropriate transmittal slip to the principal or his/her assistant.
- [b] The teacher shall furnish the principal or his/her assistant with the full particulars of the incident as promptly as his/her teaching obligations will permit.
- [c] The excluded student shall report to a designated area within each school and remain there until such time as a decision is made to allow the student to remain at school or to call the parent or guardian to report to the school to furnish transportation home.
- 6.12.3 Each referral by the teacher to the principal or assistant shall be in writing.
- [a] This information shall be furnished on a school District form with a copy to be retained by the principal and a copy to be returned to the teacher indicating the action taken.
- [b] The principal or his/her assistant may request a conference with the teacher. After a first referral, a conference with the teacher, the parent and the principal or his/her assistant may be held.
- 6.12.4 After a second referral by the same teacher during a semester, a conference involving the teacher, the parent and the principal or his/her assistant is required.
- 6.12.5 After a third or subsequent referral by the same teacher during a semester, classes shall be closed to the student until a conference is held involving the teacher, the parent and the principal or his/her assistant. The conference must be held immediately and a decision shall be made as to the action to be taken and all parties shall be promptly notified after the conference.
- 6.12.6 If circumstances, warrant, the principal or his/her assistant may close classes to a pupil prior to a third referral.
- 6.12.7 Circumstances may exist which could alter the above procedure when in the best interest of the child.
- 6.12.8 The Board of Education of the Davis School District encourages and supports all licensed personnel in maintaining proper respect and discipline by students within the schools.

7. ARTICLE VII GRIEVANCE PROCEDURE**7.1 DEFINITION**

A grievance shall mean a complaint by an educator or educators in Davis School District that there may have been a violation, misinterpretation or inequitable application of any provision in this agreement or other policies relating to the terms and conditions of their employment where an administrative appeals process is not set forth for that provision or policy.

7.2 PURPOSE

The purpose of the grievance procedure is to secure, at the closest point of origin, equitable solutions to grievances.

7.3 REPRESENTATION

Any grievant has the right to have an Association representative, counsel or any other representative of his/her choosing at all levels of the procedure. Use of a representative is not mandatory.

7.4 REVIEW OF SERVICES**7.4.1 Purpose**

The Review of Services is a process for resolving, at the lowest level possible, conflict between school District employees and for reviewing services provided by individuals and/or programs.

7.4.2 No educator shall suffer reprisals or reduction in status as a result of having presented a review of services or having been a party in interest in a review of services.

7.4.3 Local Level - Informal Steps

[a] The initiator of each review shall first communicate the nature of the problem to

the person on whom the review is being considered, with the objective of resolving the matter informally and making it clear that a formal review is being contemplated.

- [b] If the problem/issue cannot be resolved at Step [a] within five (5) business days, those initiating the review shall contact the supervisor of the person/s or program/s to resolve the issues. This step may be waived if the principal is the subject of the review, in which case the person filing the review may proceed to the formal steps as outlined in 7.4.4 below.
- [c] If resolution is not attained through the preceding steps, either party may notify the appropriate District level administrator that the issues remain unresolved. The District level administrator then shall initiate the following steps for resolution.

7.4.4 District Level - Formal Steps

- [a] If resolution is not achieved through the Informal Steps, parties initiating the review shall submit to the designated District level administrator a detailed written description of the unresolved issues. In consultation with the person initiating the review and/or the Association, the District level administrator may designate an alternative District level administrator to hear the review. The description shall clearly state the specific reasons for the review and shall specify the remedy requested. Unless the nature of the complaint or the circumstances require confidentiality, copies of the written description of the unresolved issues will be provided to all affected parties.
- [b] The designated District level administrator shall then schedule and conduct a meeting with the parties directly involved in the review. During the meeting, the parties initiating and responding to the review shall be provided an opportunity to state their concerns and positions pertaining to the unresolved issues.
- [c] After the meeting in Step [b], the administrator shall submit findings and recommendations for resolution in writing within ten (10) business days of the meeting. to the parties involved.

7.4.5 Office of the Superintendent

If the conflict has not been resolved the review will be sent to the Office of the Superintendent for a decision which will be given within ten (10) business days of the completion of the formal steps.

7.5 GRIEVANCE PROCEDURE

7.5.1 Informal

Should educators believe that there is a basis for a grievance, they may discuss the grievance with the principal, immediate supervisor and/or the education association representative with the objective of resolving the matter. To initiate the grievance process, the educator must inform the principal or immediate supervisor that the complaint is at the informal grievance level. The grievance shall be initiated no later than ninety (90) calendar days following the event or action being grieved. Proceedings should be kept as informal and confidential as may be appropriate for its determination. This, however, does not limit the right of any employee who has a grievance to discuss the matter informally with any other appropriate member of the District administration.

7.5.2 Formal

- [a] Step 1: If, after the required informal discussion with the building principal or supervisor, a grievance still exists, the educator may invoke the formal grievance procedure.
 - (i) This grievance must be in written form, dated and signed by the grievant and delivered to the principal or supervisor.
 - (ii) Within five (5) working days, the principal shall meet with the grievant, who may be accompanied by his/her chosen representative.
 - (iii) The principal shall indicate his/her disposition of the grievance in writing within five (5) working days of the meeting and shall furnish a dated copy thereof to the educator.
- [b] Step 2: If the educator is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five(5) additional working days, the dated complaint will be forwarded by the grievant within five (5) more working days, to the Superintendent of Schools or his/her designee.
 - (i) The Superintendent or designee shall hold within five (5) working days an

- interview with the aggrieved employee and/or his chosen representative.
- (ii) The Superintendent or designee shall render his/her written decision within five (5) working days of the interview.
- [c] Step 3: If the educator is not satisfied with the decision rendered in Step 2, the educator and/or the educator's representative may, within ten (10) working days of receipt of the decision, request the submission of the grievance to a hearing examiner.
- (i) The Board and the educator's representative shall agree to meet within twenty (20) days of the hearing request. This timeline may be extended by mutual agreement. In the event that the educator and/or the educator's representative fails to meet to choose a hearing examiner, the grievant will be deemed to have accepted the result of Step 2 and the grievance will be considered to be resolved.
 - (ii) The Board and the educator and/or the educator's representative shall attempt to agree upon a mutually acceptable hearing examiner.
 - (iii) If they are unable to agree, each party shall select a representative.
 - (iv) Those two shall meet within twenty (20) days to jointly select a qualified hearing examiner who may be selected from the American Arbitration Association Hearing Examiner Pool and whose findings shall constitute a written recommendation to the Board of Education. The timeline may be extended by mutual agreement.
 - (v) This report will be made only in executive session to the Board of Education with the educator, and/or his/her representative in attendance. The expenses of securing a hearing examiner shall be borne equally by the District and educator. The employee's association may assume responsibility for the educator's share.
- [d] Step 4: If the educator is not satisfied with the decision rendered in Step 3, the educator and/or his/her chosen representative may request and be granted an informal hearing before the Board of Education in executive session. The Board will notify the educator of its decision within five (5) business days following the informal hearing. Nothing herein shall be construed to limit the right of the District or the educator to appeal to an appropriate court of law.

7.5.3 General Provisions

- [a] No educator shall suffer reprisals or reduction in status as a result of having presented a grievance or having been a party in interest in the grievance procedure.
- [b] When any party finds good reason why the time requirements in this procedure cannot be met, a maximum extension of ten (10) days is allowed. The party which requires the extension shall notify the other parties indicating the reason thereof.
- [c] All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the District personnel file of the participants.
- [d] Both parties agree to make available all relevant information not privileged in their possession or control.
- [e] No provision contained in this Grievance Procedure shall be deemed to constitute an arbitration agreement.
- [f] Once a final determination is made on a grievance, the events or issues that initiated the grievance may not be grieved again unless new significant information pertinent to the grievance is reported.

8. ARTICLE VIII PROFESSIONAL COMMITTEE

8.1 LIAISON COUNCIL AND STUDY COMMITTEES

8.1.1 Communication Between Administration and Licensed Personnel

The principles set forth herein shall serve as a guide for the maintenance of orderly methods of communication between the Administration and licensed personnel of the District by providing for:

- [a] A uniform and equitable basis for licensed personnel relations within the school District.
- [b] The exchange of information and ideas in an informal and cooperative manner.
- [c] Bringing together points of view of the administrators and the licensed

personnel to insure increased effectiveness in the School District service, together with improved well-being of those employed.

8.1.2 District Liaison Council

There shall be established a Liaison Council at the District level. The Liaison Council shall consist of administrators designated by the Superintendent and an equal number of educators designated by the Association. The Liaison Council shall meet bimonthly during the school year or more often as business dictates, to discuss and study subjects mutually agreed upon relating to the school system.

[a] The Liaison Council is empowered to appoint committees to study and report subjects agreed upon by the Council. On completion of its report and study on the subject assigned, each committee shall be considered dissolved and once dissolved, no committee shall be reactivated except by the Council.

[b] The clerical expenses of the Liaison Council and its subcommittees shall be paid from school District funds as approved by the Superintendent of Schools.

8.1.3 Representatives of the District Special Education Department and the association will meet at last quarterly for the purpose of sharing information necessary for preventing and solving special education problems that arise both at the school and District level. Special educators with concerns are encouraged to communicate those concerns to the association or the District Special Education Department.

8.1.3 Teacher Involvement

The Board of Education through the Superintendent's office recognizes the professional training and experience of its teachers and considers their involvement and judgment essential in the development of educational policies.

[a] The Board especially recognizes the value of teachers participation in the following areas:

- (i) Evaluation, review, selection and development of curriculum materials.
- (ii) Identification of needs and development of programs for in-service and pre-service training.
- (iii) Reviewing and upgrading of methods of evaluating students and licensed personnel.
- (iv) Solution of problems of student discipline and attendance.

[b] The Board has established a District Liaison Council and in each school, a Joint Staff School Committee to provide effective involvement of teachers. District policies and programs should reflect this philosophy of involvement of teachers as should policies and programs established at the school building level.[]

8.1.4 Joint Staff School Committee

[a] The Joint Staff School Committee shall be established in each school from the licensed and classified staff of that school to provide for orderly and professional means of improving the educational programs, professional and public relations and the conditions within the school, including oversight of other school committees.

[b] Minimum representation of the Joint Staff School Committee shall be:

- (i) The principal and/or assistant principal(s), all duly elected or appointed faculty representatives of the Association, additional members of the teaching staff as elected by the faculty, Quality Teaching Liaison, and two classified employees, one a member of the exclusive bargaining agent representing classified employees and the other at large.
- (ii) Election of faculty members to the Joint Staff School Committee shall be conducted by the representatives of the Association.
- (iii) The committee shall elect its own chairperson by secret ballot.
- (iv) A representative from JSSC should serve as a member of the school Community Council to facilitate communications between the two groups.

[c] Additional participation or representation on the committee will be determined by the committee as needs arise.

[d] Any school staff member may introduce any items of business or points of view for consideration by the committee.

(i) Committee activities shall be reported to all members of the staff within five working days after each meeting.

(ii) The committee shall meet monthly and more often as business dictates.

[e] When appropriate or necessary, the JSSC may refer matters to the District Liaison Council.

[f] The District Liaison Council and the Joint Staff School Committees are subject

to the provisions of the Davis Educators Agreement.

[g] A school's Joint Staff School Committees may request waivers from the current negotiated agreement by application to the District Liaison Council.

(i) The requests shall be in writing and shall indicate the section of the Agreement the JSSC is requesting to have waived. The request must also include a description of the procedure or policy being proposed as an alternative to the waived policy and an explanation of how the proposed alternative will help the school better meet District and/or school goals.

8.1.5 School Budgeting

Each school will maintain a Budget Advisory Committee. The principal may designate or modify an existing school committee as the Budget Advisory Committee if it meets the minimum membership qualifications noted below. This committee shall include representation from the school administration, staff, parents, and, where applicable, students. Staff members on the committee will be elected by the faculty in an election conducted by the JSSC.

[a] The committee will advise the school administration in developing the school's budget in accordance with the school's strategic plan.

[b] The school administration will submit a plan for the expenditure of all anticipated District allocated revenues to the Budget Advisory Committee for its input and advice.

[c] A completed budget and a summary report of actual expenditures will be given to the Budget Advisory Committee and to the school's director.

[d] The committee will meet a minimum of twice a year and minutes shall be distributed to staff members after each meeting.

8.2 **DISTRICT COMMITTEES**

It is agreed by the Davis School District Board of Education and the Association that it is in the best interest of all parties to have teacher participation in all District committees which are making decisions that pertain directly to students, teachers, or the classroom. In order to promote collaboration and maximum teacher participation on such committees, the following guidelines shall be agreed upon for such committees:

8.2.1 The District shall determine when teacher participation is appropriate on a District committee. Any committee formed by the District that deals with issues that relate directly to students, teachers or the classroom will be comprised of equal representation of teachers and administrators. Through the Liaison process, the Association will be notified whenever the District establishes such a committee.

8.2.2 Teacher representatives on District committees shall be selected by the Association President, unless the committee chair and Association President have mutually agreed that teacher representatives shall be selected by the District. In such cases, the Association President shall be notified as to which teacher representatives have been selected. Teacher representatives will be mutually agreeable to the Association and the District.

8.2.3 When teachers are invited to attend District committee meetings, whenever possible they will receive at least one (1) weeks notice of the initial meeting date to facilitate their attendance.

8.2.4 If classified employees are directly affected by decisions being made by a committee, they shall be represented on the committee in proportion to teachers and the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of July 1, 2007.

Marian Storey, President
Davis Board of Education

Susan Firmage, President
Davis Education Association

LETTER OF INTENT

For the 2008-2009 school year the Davis School District and the Davis Education Association agree to the following:

1. **ELEMENTARY PREP TIME**

It is the intent of the Davis School District Board of Education and Davis Education Association to continue to work collaboratively to enhance the elementary prep time program.

2. **SECONDARY PARENT NOTIFICATION OF U AND F GRADES**

Since the District policy (5S-404) requires teachers of secondary students to notify parents before assigning a "U" in citizenship or "F" grade, since the time required for such notification is considerable, and since all forms of improved communication between parents and teachers benefits students, it is the intent of the Davis School District Board of Education and the Association to ensure that the teacher grading program, Encore, be updated to include improved and simple methods for teachers to send failing and/or "U" notices through email or printed letters when parental email addresses are unavailable.

3. **SCHOOL TECHNOLOGY SPECIALIST TASK FORCE**

It is agreed that Davis School District and the Association form a Task Force to evaluate the School Technology Specialist position. It shall be facilitated by A District representative as appointed by the Superintendent, or designee, and shall be comprised of four representatives appointed by each of the following:

- the education association
- the classified association
- Davis School District Superintendent, or designee

This Task Force will prepare a report with their recommendations and present this to a joint Liaison Council of the educators and classified associations by May 4, 2009.

Davis School District Employee Code of Ethics

It is expected that employees shall adhere to the "Davis School District Employee Code of Ethics." Employees involved in any capacity in the education of young people must represent the highest standards and values of the community. The purpose of this code is to establish ethical standards for the conduct of all District employees. Following these standards will ensure the highest principles of behavior and uphold the trust vested in us by our community. As employees of the Davis School District, we assume the responsibility for representing the District in a manner characterized by trust, morality, and ethical principles. All employees shall:

- (1) Treat students, parents, fellow employees, and community members with dignity and respect, demonstrating fairness and sensitivity for ethnic, religious, and cultural heritage.
- (2) Promote a safe, nurturing, and positive school and work environment.
- (3) Establish and maintain open and positive communication with patrons and fellow employees.
- (4) Maintain confidentiality concerning students, families, and employees, and avoid spreading rumors.
- (5) Address problems and grievances in an appropriate manner, beginning with the person closest to the problem.
- (6) Demonstrate knowledge of and act in accordance with District policies and procedures, as well as legal and contractual standards, responsibilities, and obligations.
- (7) Support the District Plan for Fostering Educational Excellence.
- (8) Demonstrate a commitment to learning and professional growth.
- (9) Dress appropriately.
- (10) Model and promote appropriate language.
- (11) Use facilities and equipment in a manner that protects the resources and property of the District.
- (12) Protect District assets and financial resources by following accepted accounting practices and District policy.
- (13) Comply with the Utah Ethics Act and refrain from using one's position for personal gain, including disclosing any substantial personal investments in any business entity which will create a conflict of interest between my private interest and my public duties by filing a "Disclosure Pursuant to Utah Public Officers' and Employees' Act" form.