

WEBER SCHOOL DISTRICT

ADMINISTRATORS' Professional Agreement as Negotiated between the Weber School District and the Weber Administrators' Association 2024- 2025

WEBER SCHOOL DISTRICT BOARD OF EDUCATION

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Jon Ritchie, Vice President
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Jan Burrell, Member
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Gina Butters, Superintendent
Clyde Moore, Assistant Superintendent
Dave Hales, Assistant Superintendent
Dr. Robert D. Petersen, Business Administrator

*This agreement shall be governed by and subject to the laws of the State of Utah.
Any provisions of this agreement that conflicts with prevailing Utah Law shall be
null and void.*

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1. WAA CONSTITUTION AND BY-LAWS

1.1. Name

- 1.1.1. The name of the association shall be the “Weber Administrators’ Association.” (WAA)

1.2. Purpose

- 1.2.1. The purpose of the association shall be to promote the interests of the administrators and stimulate efficiency in the schools of Weber District, in the State of Utah, and in the nation.
- 1.2.2. First, by forming a bond of union among the members of the profession for the purpose of advancing the general welfare of all administrators.
- 1.2.3. Second, by cooperating with the appropriate state and national professional organizations in the solving of problems specifically affecting administrators.
- 1.2.4. Third, by advancing and stimulating a real professional spirit and a high standard of professional conduct and courtesy on the part of administrators.
- 1.2.5. The association role is to provide support to administrators. WAA is not able to advise or legally represent administrators. (2023)

1.3. Membership

- 1.3.1. Any person employed in Weber District as an administrator/administrative intern or on the administrators’ salary schedule may become a member of the association by paying the regular membership fee and subscribing to the constitution and the by-laws of the association. (2024) To qualify for WAA post-retirement benefits the member must meet the eligibility requirements in section
- 1.3.2. *Retired administrators may continue their membership in WAA upon payment of annual membership dues. (13.5C)
- 1.3.3. All members of the association may also become members of the Administrators’ Associations of Utah and National Administrators’ Associations. Individual Administrators are responsible for registration and payment to these Associations.

1.4. Officers

- 1.4.1. The officers of the association shall consist of a board of three; an elected elementary representative, an elected secondary representative and elected District representative. This will not include the Director and Assistant Director over Secondary and Elementary Education. In addition to the board of three there is a secretary, treasurer, and past president. Each member of the board is elected and serves for a period of three years. The member serving the final year shall act as president of the board.

1.5. Election and Term of Office

- 1.5.1. The election of officers shall be held at the designated annual spring

meeting of the association (March, April or May).

- 1.5.2. All officers of the board shall be elected for a term of three years. The secretary, treasurer and past president shall be appointed by the board for a term of one year or longer as designated by the board. A retired member can be appointed by the board for a term of one year or longer as designated by the board to communicate information to the retirees and attend board meetings quarterly.
- 1.5.3. Officers shall be elected at the last meeting of the school year and shall serve until their successors are elected.
- 1.5.4. Voting for candidates shall be by ballot if more than one candidate is nominated.
- 1.5.5. Nomination of candidates to office shall be governed only to the extent that the three board members are one elementary administrator, one secondary administrator, and one district office administrator.
- 1.5.6. A vacancy occurring in any office shall be recommended by the Secondary and Elementary Directors and Approved by the WAA Board. (2024)
- 1.5.7. The members appointed to office shall serve for the remaining portion of the unexpired term.
- 1.5.8. Any officer for the association may be recalled from office by a petition signed by one-third of the members and approved by two-thirds of the membership.

1.6. Duties of Officers

- 1.6.1. The president of the board shall preside at all meetings of the association. However, in the absence of the president, other members of the board, in line of seniority, may preside or conduct official meetings.
- 1.6.2. The board shall appoint such committees as it deems advisable and shall have a member ex-officio on all committees and shall perform such other duties as necessary.
- 1.6.3. The board shall outline and present to the association such policies as will promote the best interests of the association.
- 1.6.4. The secretary shall keep a record of the proceedings of all meetings of the association and the board and shall compile the minutes of all other committees into an annual history of the association.
- 1.6.5. The treasurer shall receive all dues and monies and shall disburse the same only after approval of the board. The treasurer shall also give an itemized financial report at the annual meeting of the association and shall perform other duties which should be appropriately assigned to that office.

1.7. Amendments

- 1.7.1. This constitution may be amended at the meetings of the association by a two-thirds vote of those present, providing that this number is equal to a majority of the total members and providing further that the proposed

amendment shall have been submitted in writing to the board at least one week in advance.

1.8. By-Laws

1.8.1. Meetings

- 1.8.1.1. The cone meetings of the association shall be held annually in the spring.
- 1.8.1.2. Meetings shall be held as deemed necessary by the board.
- 1.8.1.3. The cone meetings of the association shall be held annually in the spring.
- 1.8.1.4. Meetings shall be held as deemed necessary by the board.
- 1.8.1.5. [Roberts' Rules of Order](#), in so far as they are not inconsistent with this constitution, shall govern the meetings of the association and its committees.
- 1.8.1.6. At regularly called meetings, administrators shall assemble in a general session. Sufficient time shall be reserved and granted for sectional meetings conducted by board members.

1.8.2. Dues

- 1.8.2.1. The annual local dues shall be determined by a two-thirds vote of those present at the first regular meeting of the school year. Dues will be \$115.00.

1.8.3. Flowers and Gifts

- 1.8.3.1. The following guidelines will be used for flowers and gifts:
- 1.8.3.2. \$100 - Weddings: Member or member's children
- 1.8.3.3. \$ 50 - Death: Member (check to closest living relative). (We may send flowers in place of a check) Member's spouse; member's children (living at home)
- 1.8.3.4. \$ 50 - Hospital: Member (overnight stay)
- 1.8.3.5. \$150 - Cash: Retirement of Member

2. NEGOTIATIONS

- 2.1. Negotiations will be conducted according to the procedures established by the Weber Administrator's Association and School District Officials. A meeting to open negotiations shall be held as agreed upon by administrators and District Officials.

2.2. Goals

2.2.1. General

- 2.2.1.1. The Board of Education recognizes the essential significance of capable administrators to the success of all educational endeavors in the Weber Schools. The best school buildings, the most modern textbooks, the most up-to-date equipment and the finest teaching staff would be unsuccessful in accomplishing the aims and ideals of education without an efficient staff of administrators. All other functions of the District shall be aimed at furthering the classroom instructional process and the members of the Board of Education hereby adopt policies and administrative procedures with this viewpoint uppermost in their minds.

2.2.2. Personnel

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

2.2.2.2. The Board's specific personnel service goals are the following:

- to conduct an employee appraisal program that will contribute to the continuous improvement of staff performance;
- to develop and manage a staff compensation program sufficient to attract and retain qualified employees;
- to conduct effectively administrative negotiation efforts;
- to recruit, select, and employ the best qualified personnel to staff the school system;
- to develop the quality of human relationships necessary to obtain maximum staff performance and satisfaction;
- to deploy the available personnel and insure that they are utilized as effectively as possible within budgetary constraints;
- to effectively administer negotiated agreements

3. PERSONNEL POLICY REVIEW

3.1. The Board agrees that good personnel policies and administrative procedures improve staff morale and the quality of the educational program. They further recognize the desirability of periodic review of policies and procedures for the purpose of improving, refining, deleting, adding to or changing policies and procedures.

3.2. The Board of Education agrees that its representatives will meet with the Weber Administrator's Association and groups on a continuing basis for the purpose of reviewing policies and procedures affecting administrators.

4. EMPLOYMENT

4.1. Endorsement Requirements

4.1.1. Endorsed administrative personnel shall furnish the Superintendent of the district on or before July 1st of each year, satisfactory evidence of valid endorsement for the position for which he/she is employed, or a letter from the graduating institution that a recommendation for endorsement will be forthcoming by the beginning of the school year.

4.1.2. The administrator will furnish the District with an official transcript of all college credits earned to date. A memorandum of new credits shall be recorded when they are received.

4.1.3. The responsibility for meeting the requirements for an administrative endorsement and the responsibility for obtaining such endorsement and for keeping it continuously valid in the State of Utah rests directly with

the individual administrator. No administrator shall receive salary payments without having obtained an endorsement valid for the level at which he or she might be assigned.

4.2. Equal Opportunity Employment

- 4.2.1. No person shall be denied employment, re-employment or advancement, nor shall be evaluated on the basis of race, color, religion, sexual orientation, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis on the individual's citizenship status or participation in any WIOA Title I - financially assisted program or activity. (2023)
- 4.2.2. We will follow EEOC guidelines included in the following Department of Workforce Services/Equal Opportunity Employer and the language from the website takes precedence. (2023)

4.3. Experience Credit

- 4.3.1. Administrators will be given credit for prior administrative experience. (Administrative experience is defined as the holding of any position which requires an administrative certificate). Prior administrative experience will also qualify the new administrator for all fringe benefits negotiated by the Weber Administrator's Association. This does not include years of experience as an administrative intern. (2024)

4.4. Period of Employment

- 4.4.1. The administrator will have a 242 day contract (including 22 days of paid vacation) and be required to give 220 days of service to fulfill his/her contract.

4.5. Position on Uncertified Administrators

- 4.5.1. The Weber School District agrees that no knowledgeable effort will be made to hire administrators who are not properly certified. Upon request, the Weber School District will investigate and properly adjust any misplacement of personnel on salary schedules.

4.6. Provisional Administrators

- 4.6.1. All new administrators have "provisional" status for three years. If it is deemed necessary to remove a provisional administrator from an administrative assignment the provisional employee may be placed back into a non-administrative position for which they are qualified.

4.7. Administrative Intern Summer Days

- 4.7.1. First year elementary and secondary administrative interns will work 21 days throughout the summer. The number of summer work days increased from 10 to 15 for elementary and secondary 2nd and 3rd year administrative interns.

5. PERSONNEL RECORDS

- 5.1. One official personnel file shall be kept on the administrator at the district level. One school file may also be kept by the principal at the school level.
- 5.2. The administrator's school or personnel file will be open to the administrator upon the administrator's written request. Said file will be available to a representative, i.e., Association representative and/or a legal representative. If the official file is accessed, there shall be a record containing the date and reason. In the event the administrator disagrees with an item to be placed in the school or district personnel file, the administrator may write a written response to be placed alongside that document in their file. (2020)

6. SALARY

- 6.1. One twelfth of the salary shall be payable on the first day of each calendar month beginning with August of each year. A deposit is made in the designated bank on the last day of the month. If the last day of the month falls on a Saturday or Sunday, the deposit is made on the previous Friday.

6.2. Lane Changes

- 6.2.1. The requirements for moving from one lane to another are the following:
- 6.2.2. The latest year of administrative experience must have been successful.
- 6.2.3. If interns have not received an administrative appointment by the end of their third year, one of the following will take place: #1. The intern will return to the classroom #2. The intern will be placed on step 1 of Lane 6 () of the administrators' salary schedule #3. The intern's provisional status will be extended. (2024)
- 6.2.4. Administrators who are transferred to a position that includes a lane change on the salary schedule will (1) be paid according to the new lane if it is an increase, or (2) continue to receive pay on the same lane if it is a decrease for involuntary transfers, or (3) be paid according to the new lane even if it is a decrease for voluntary (employee initiated) transfers. Whether voluntary or involuntary, the extra assignment adjustment will be consistent with the new position.
- 6.2.5. Full credit for past administrative experience will be given.
- 6.2.6. The Board of Education will make the final decision on all new appointments.

6.3. Salary Schedule

- 6.3.1. See current salary schedule. The following applies:
- 6.3.2. Salary is equal to (lane and step) plus (advanced degree) plus (extra assignment).
- 6.3.3. If an administrator is released from his/her contract, the balance due at the date of release shall be payable upon release, or if the administrator is not reappointed for the succeeding year, the administrator may:
- 6.3.4. Request the balance of the administrator's annual salary payable on June

30th.

- 6.3.5. Request to continue to receive the administrator's salary on the monthly basis as stipulated above.
- 6.3.6. In case the actual time of service is less than the specified time of service, the salary to be paid shall bear the same ratio to the specified salary as to the time of service.

7. PAYROLL AND SALARY DEDUCTIONS

7.1. Payroll Deductions

- 7.1.1. Payroll deductions may be initiated each month, no later than the 15th.

7.2. Dues

- 7.2.1. All Administrators who begin the school calendar year may have their association dues deducted from their November 1, December 1, January 1, February 1, March 1, and April 1 pay. Employees who wish to join their association and have payroll deductions after November 1, may do so by pro-rating the amount of dues over the remaining pay periods through April 1. Said deductions shall be made from a list provided by the association annually.

7.3. F.I.C.A. (Social Security)

- 7.3.1. F.I.C.A. deductions are a percentage of the employee's annual salary or portion of his annual salary earned between January 1 and December 31.
- 7.3.2. Experience indicates that the percentage of the employee's annual salary, as well as the portion of one's salary subject to social security, increases periodically as stipulated by law.
- 7.3.3. Social Security deductions will be made according to the current Social Security deduction schedule.

7.4. Authorization of Payroll Deductions

- 7.4.1. The Weber School District administrative employees and Weber Administrator's Association agree that as a condition of employment, the Weber School District will, at the direction of the employee and/or Weber Administrator's Association as designated by the employee, make payroll deduction in accordance with the personnel policies and contract provisions of Weber School District.
- 7.4.2. The employee and Weber Administrator's Association as designated by the employee, authorize the Board of Education of Weber School District to make such payroll deductions as may be authorized by the administrator through the Weber Administrator's Association or directly with the Board of Education.
- 7.4.3. If for any reason, employment is terminated, the deductions for association dues and other association authorized deductions under this authorization shall be deducted from the final money due the administrator.

7.5. Salary

- 7.5.1. When deductions from an administrator's salary are appropriate, the

amount to be deducted shall be determined by considering one day's pay as 1/242 of the stated annual salary. If the Weber School District Board determines it is necessary to reduce the number of school days or work days, then the amount payable to the employees under this schedule will be reduced by the following formula: Daily rate (salary divided by the number of contract days) times the number of reduced contract days.

7.6. Contributions

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

7.7. Annuities

- 7.7.1. Each administrator will be paid an annuity of 3% of the base salary. This is paid by the district in monthly payments. The 3% annuity will be contributed to a URS account.(2024)
- 7.7.2. Payroll deductions for other approved tax sheltered annuity programs will be made on a regular monthly basis. New program deductions or increases will be accepted no later than Oct. 15 through May 15, to go into effect on the next monthly payroll. All annuity programs shall be for annuities only and not include personal insurance.
- 7.7.3. Any annuity program may be discontinued anytime upon written notice given to the district payroll office from the administrator to become effective on the next monthly payroll after receipt of the notice by the payroll office.
- 7.7.4. The administrator shall be responsible for all accounting records in relation to any annuity programs and releases and discharges Weber School District, Board of Education, and the employees of Weber School District by completing the District indemnification form before any new or increased annuity reduction will be processed by the payroll office.

7.8. Health Reimbursement Account (HRA)

- 7.8.1. Each administrator will receive .5% of their salary (base + extra duty) deposited into their HRA account by November 15th. (2024)

8. EMPLOYEE BENEFITS

8.1. Insurance

- 8.1.1. The Board of Education (Board) will participate with the administrators in an insurance program.
- 8.1.2. The insurance program consists of:
- 8.1.3. Health and accident insurance plan - Weber School District Administrators Group Plan.
- 8.1.4. Short term disability insurance. (2023)
- 8.1.5. Long term disability insurance.
- 8.1.6. Term life insurance with dependent coverage. \$50,000 for the administrator and \$10,000 for each dependent.

- 8.1.7. An employee who needs short-term leave for medical or disability reasons may request to be paid the short-term leave benefit under District's short-term disability coverage, or to use the employee's accrued paid leave under the Family Medical Leave Act (FMLA), if applicable, or to use the District paid maternity leave, if applicable. Employees are encouraged to work with their medical provider and the District's Human Resources Department to determine which option is most beneficial for the employee. If the employee chooses to utilize accrued leave under FMLA, or District paid maternity leave, if applicable, once leave has been paid, leave may not be exchanged for short-term disability coverage. The District will provide information through annual electronic notifications at the beginning of the school year to ensure all educators have the opportunity to be informed on this benefit each year. (2024)

8.2. Dental insurance

- 8.2.1. Those eligible for participation are the following:
- 8.2.2. Employees who are paid on the Administrators' Salary Schedule.
- 8.2.3. Part-time personnel will be able to participate by paying their proportionate share of the benefit, e.g. half-time employees will pay one-half.

8.3. Insurance Programs

- 8.3.1. The Board will pay the negotiated rate for health insurance premiums of the base plan as established by the District Insurance Committee. The Board will pay the negotiated rate for the dental insurance premiums.
- 8.3.2. The Board will pay 100% of the short term disability, long term disability, and term life premium. (2023)
- 8.3.3. The insurance policy premium of any person who terminates employment before the completion of the school calendar, for which they are contracted, will be discontinued at the end of the month in which they terminate employment, except in the case of early retirement (13.1 early retirement coverage).
- 8.3.4. Any person who completes the school calendar year before termination of employment or returns during the calendar year will be covered by the insurance policy until August 31st of the year in which they terminate employment or retire.

8.4. Optional Benefits

- 8.4.1. Employees may use payroll deduction to pay the premiums of other optional benefits such as:
- 8.4.2. Additional term life insurance for employee and spouse. Spouse life insurance amount cannot exceed the amount for which an employee enrolls for additional life insurance.
- 8.4.3. Additional \$10,000 dependent life insurance
- 8.4.4. Other approved health programs (see payroll)
- 8.4.5. Approved annuities (see payroll)

8.5. Enrollment and Changes

- 8.5.1. The open enrollment period for an educator to change their medical, health, dental, vision and voluntary insurance is the first two weeks (14 days) of August.
- 8.5.2. Enrollment and changes made will take effect September 1st when the new plan year begins.
- 8.5.3. Where insurance benefit options are provided, the educator is responsible for the proper designation of coverage and the follow-up thereof.
- 8.5.4. A newly hired or newly eligible employee has thirty (30) days from the date of eligibility, or the first contract day worked to enroll.
- 8.5.5. Administrators desiring to sign up for insurance or make changes to their insurance after the open enrollment period or more than 30 days after becoming eligible may do so only at the discretion that it is a IRS qualified life event.
- 8.5.6. Upon the death of any administrator, insurance coverage for the spouse and children will continue until the last day of the month in which the employee died, at which point it will be discontinued and the family will need to secure other insurance coverage. (2024)

8.6. Leave Provisions

- 8.6.1. Administrators' leave balances are available on [Employee Online](#).
- 8.6.2. Bereavement
 - 8.6.2.1. In the event of the death of a member of an administrator's or an administrator's spouse's family, an administrator may be excused from work without salary deduction for a necessary period of time not to exceed the number of days set forth in the following list.
 - 8.6.2.2. Member of the immediate family (spouse or children) 5 days
 - 8.6.2.3. Parents or step-parents 4 days
 - 8.6.2.4. Mother-in-law, father-in-law, son-in-law, daughter-in-law, brother/brother-in-law, sister/sister-in-law, and grandchild 3 days
 - 8.6.2.5. Grandmother or grandfather 2 days
 - 8.6.2.6. Uncle, aunt, niece, or nephew 1 day
 - 8.6.2.7. Bereavement leave is intended to be used for such activities as:
 - Making arrangements for and attending a funeral.
 - Emergency-type business transactions related to the death.
 - Travel time when long distances are involved.
 - 8.6.2.8. Additional days shall be added to bereavement leave if additional time is required for travel. Upon the request of an employee, the Superintendent may approve bereavement leave to the employee making such a request when, in his judgment, unusual circumstances exist.

8.6.3. Paid Time Off (PTO)

- 8.6.3.1. Forty-eight hours (48) of PTO leave will be issued to the administrator each school year. Administrators will be given one opportunity a year to exchange two (2) sick days for two (2) PTO days. This will happen at the beginning of each school year. Once the opportunity closes to exchange the days, the decision is final. (2024)
- 8.6.3.2. Administrators can carry over to a maximum of sixty-four hours each year. If participating in the wellness incentive, administrators can accumulate up to seventy-two hours (72) during the year. Any hours above sixty-four(64) not used by the end of the contract year shall be added to the accumulated sick leave of the administrator.
- 8.6.3.3. The administrator shall notify his/her immediate supervisor when taking PTO.
- 8.6.3.4. The administrator need not reveal the purpose of PTO.

8.6.4. Sick Leave/Illness

- 8.6.4.1. In the event an administrator is compelled to be absent from their duties because of illness or because of serious illness of an immediate family member (wife, husband and children) or other individuals when approved by the supervisor, the administrator shall be paid full salary.
- 8.6.4.2. Sick leave will be granted for the time the administrator is absent for an aggregate of twelve (12) days or until all accumulated sick leave is used. After all accumulated sick leave is used; administrators may receive one-half salary for a period not to exceed twelve (12) days during the term of contract. In case the administrator shall have used less than twelve (12) days sick leave benefit under the terms of this contract, the remaining part of the twelve (12) days shall be cumulative during the period of total employment of said administrator to a total of 220 days.
- 8.6.4.3. Any accrued sick days beyond 220 shall be reimbursed at the end of the school year in the amount of \$25.00 for each day by August 1st.
- 8.6.4.4. Administrators shall be required to furnish proof of continuing disability due to illness which exceeds five (5) consecutive days by presenting reasonable evidence of said disability. Administrator needs to contact Human Resources and apply for FMLA. If administrators time off work for sick leave exceeds 14 days they can apply for short term disability benefits. (2023)
- 8.6.4.5. If an administrator has an illness or a health condition that qualifies the employee as disabled under the American with

Disabilities Act Amendments, and the employee needs accommodations to perform essential job functions, the administrator is encouraged to contact Human Resources to begin the interactive process to determine the appropriate accommodations. (2023)

- 8.6.4.6. If the District does not agree with the evidence presented, the District may require an examination by a medical doctor of its choice to confirm the seriousness of the illness. In compliance with Federal and State Law, with written permission of the employee, Weber School District reserves the right to meet with medical and other professionals to discuss any medical, psychological, and other information related to employment with the Weber School District.
- 8.6.4.7. Sick leave benefits shall be forfeited upon termination with the following exceptions:
- 8.6.4.8. Sick benefits which have accrued to an individual at the time they begin an official leave of absence shall be reinstated upon his or her return.
- 8.6.4.9. In the event that an administrator shall pass away while currently employed by the District, his/her beneficiary will receive a salary payment in the amount of his/her accumulated sick leave. This amount will not exceed 220 days. Pay out is equivalent to retirement benefit payout for sick leave.
- 8.6.5. Vacation Leave
 - 8.6.5.1. All administrators will be issued 22 vacation days on July 1st of each year. Administrators can accrue a maximum of 40 days (320 hours) of vacation. In the event that an administrator has accrued the maximum of 40 days (320 hours) vacation that administrator would still be issued an additional 22 days (176 hours) on July 1st for the upcoming school year. On June 30th of the following year, any hours above the maximum of 40 days (320 hours) would be forfeited. In the event of a mid-year retirement or separation, 1.833 vacation days per month would be subtracted from the total vacation issued on July 1st and total vacation accumulation would be adjusted accordingly.
- 8.6.6. Military Leave
 - 8.6.6.1. After approval by the appropriate supervisor, administrators will be granted up to ten (10) days military leave with no loss of salary providing the administrator reimburses the school district for the full gross base pay received from the military for the contract days missed. The administrator may also have the option of taking leave without pay.

8.6.7. Leave without Pay

- 8.6.7.1. Leave of absence without pay is not to exceed one year and shall be granted upon recommendation of the Superintendent and approval of the Board, for, but not limited to, the following:
- Extended personal or family illness including recuperation.
 - Military leave (except as provided by law for reserve units)
 - Full time studies.
 - Political office or assignment.
 - Professional assignment.
 - Parental leave to include adoption.
- 8.6.7.2. Leave will be granted under the following conditions.
- A minimum of one year of employment as a professional staff member in the Weber School District.
 - The person on leave shall be reassigned to the same or equivalent position as when leave commenced, all conditions being equal. The returning administrator shall have priority over other applicants. Reassignment shall be conditional upon available vacancies.
 - An employee on leave may have the option to participate in the administrator benefit programs by contributing the amount that would be required by the state or agency involved.

8.6.8. Family and Medical Leave Act

- 8.6.8.1. The Board has adopted policy 7700 to comply with the Family and Medical Leave Act of 1993. That policy is subject to revision at the Boards' discretion. For informational purposes, a copy of the current policy and the Districts' notice and request for leave forms are available in Human Resources or on the Human Resources Department website.
- 8.6.8.2. FMLA allows eligible administrators to take up to 12 work weeks of unpaid leave during a 12- month period for:
- The birth of a child and to care for such child
 - The placement of a child for adoption or foster care
 - to care for the administrator's seriously ill spouse, son, daughter or parent
 - Because of the administrator's serious health condition that makes the employee unable to perform his or her job functions.
- 8.6.8.3. In order to be eligible for FMLA leave, an administrator must have worked for the employer for at least 12 months, and have worked at least 1,250 hours over the past 12 months.
- 8.6.8.4. To calculate available FMLA leave, the District uses a rolling 12-month period measured backward from the date an educator uses

any FMLA leave.

- 8.6.8.5. Administrator using FMLA leave is guaranteed insurance coverage during the leave and must be returned either to the former position he-she had before the leave, or to an equivalent position in pay, benefits, and other terms and conditions of employment.
- 8.6.8.6. If the administrator chooses to be paid while on FMLA leave they need to use their accrued leave.
- 8.6.8.7. It is the administrators responsibility to enter accrued leave in AESOP or Employee online while on FMLA leave.
- 8.6.8.8. Contact Human Resources to apply for FMLA. (2023)

9. PROFESSIONAL GROWTH

- 9.1. School administrators are encouraged to stay current with their fields of employment through professional growth and inservice experiences. To encourage this process, the administrator will be allocated \$500.00 per contract year for professional development. This will be distributed as designated by the administrator to either an account at their location or an account at the district by October 1st of each year. Administrators need to submit receipts to receive reimbursement or provide back-up for expenses charged to this account. Unspent funds will be allowed to build from year to year to an amount not to exceed \$2,500.
- 9.2. Administrators are encouraged to use this money in a wide variety of growth areas such as:
 - 9.2.1. Attendance at professional conferences.
 - 9.2.2. Professional memberships or dues.
 - 9.2.3. Workshops.
 - 9.2.4. Educational advancement expenses such as tuition, books, travel, etc.
 - 9.2.5. Purchase of educational materials or technology.
 - 9.2.6. Visits to other schools or districts with exemplary educational programs.
 - 9.2.7. Other items of professional growth of interest to the administrator.

10. RETIREMENT

10.1. Early Retirement Benefit

- 10.1.1. Benefits of the Weber School District Early Retirement Incentive Program are independent of the Utah Retirement System. Weber School District early retirement benefits are defined as--retirement benefits provided by the school district once an administrator retires from the Weber School District and simultaneously begins drawing retirement benefits from the Utah Retirement System. Administrators who do not take the early retirement incentive upon separation from the District forfeit all early retirement incentives and benefits.
- 10.1.2. In order to be eligible for the Weber School District early retirement benefits, an administrator must:
 - 10.1.2.1. Qualify for Utah State Retirement; and

- 10.1.2.2. Complete ten years employment with the Weber School District prior to their first year of early retirement benefits; and
- 10.1.2.3. Verify that the administrator is drawing retirement benefits from the Utah Retirement System.
- 10.1.2.4. The District must receive this verification prior to providing any early retirement incentive to the administrator.
- 10.1.3. An administrator who has been employed in Weber School District for 10 years and qualifies for retirement under the Utah State Retirement policies may choose to take early retirement, with the Weber School Board paying benefits equal to the following current salary percentages:
 - 10.1.4. Age 61 or before, 30% of final salary for 4 years
 - 10.1.5. During age 62, 25% of final salary for 3 years
 - 10.1.6. During age 63, 20% of final salary for 2 years
 - 10.1.7. During age 64, 15% of final salary for 1 year
 - 10.1.8. Administrators may arrange payment of these benefits at the most advantageous time according to an agreement between the administrator and Human Resources.
- 10.1.9. In the event of the death of an administrator while receiving early retirement benefits under this section, individual benefits will be paid to the administrator's designated beneficiary. An eligible administrator will designate the beneficiaries at the time of retirement. Early Retirement Incentive benefits will continue for the maximum remaining time period that would have been available to the administrator while the beneficiary is alive.
- 10.1.10. Administrators are encouraged to retire at the end of each school calendar year to minimize disruption to students, faculty, and the district.
- 10.1.11. An administrator intending to retire on June 30 shall complete a separation notice on Employee online by February 1st. Otherwise, all early retirement compensation will be delayed until August of the following year. Exceptions to the above must be approved by a committee composed of the Superintendency and three elected WAA representatives. (2023)
- 10.1.12. Any exceptions to the above procedure will be referred to the Superintendent for approval or disapproval.
- 10.2. Health, Dental and Life Insurance**
 - 10.2.1. In order for the administrator to be eligible for health and term life insurance as a retiree, the administrator must be enrolled in the district health insurance plan the year prior to retiring. (2023)
 - 10.2.2. Family coverage health, dental and life insurance premiums shall be paid at the negotiated rate for current employees, not to extend beyond qualifying age of federally funded health insurance programs such as Medicare, by the Board of Education for an administrator who retires

having completed thirty (30) years of educational related service, ten (10) years of which must be with the Weber School District.

10.2.3. A retiring administrator who does not meet the requirement for thirty (30) years of educational related service (including purchased years) but can qualify for retirement benefits under the Utah State Retirement Program will receive up to seven (7) years of family or couple coverage for or (10) years of single coverage for health, dental, vision and basic life insurance. The retiree will pay premiums for these benefits at the negotiated rate for current employees, by the Board of Education.

10.2.4. An administrator must be enrolled in medical insurance to qualify for dental and vision insurance as a retiree. (2023)

10.2.5. In the event of the death of a retired administrator or the retired administrator is no longer eligible for the district's health insurance plan; having any spouse or dependents covered therein, the plan coverage will end at the end of the month following the date of the administrator's death or ineligibility. The district will contribute monies comparable to the district portion of a single health insurance premium into a Health Reimbursement Account (HRA) for the spouse for up to 5 years or until the spouse is eligible for Federally Funded health insurance. (2024)

10.3. Unused Vacation Leave Reimbursement

10.3.1. Administrators, regardless of retirement or separation date, will be paid for unused accumulated vacation leave up to 22 days at the administrator's current daily rate. The amount of reimbursement is based on the administrator's ending salary for 242 days (220 work days and 22 vacation days). Daily rate is thus the total salary divided by 242 days.

10.4. Unused Sick Leave Reimbursement

10.4.1. The administrators' retirement payment for unused sick leave days 111-140 will be \$7.50 per day and for days 141 through 220 will be \$12.50 per day.

10.5. WAA Medigap and Spouse Insurance Benefits

10.5.1. Definition

10.5.1.1. Medigap Insurance - At such time as a retired administrator is eligible for federally funded health insurance programs (i.e. Medicare) the Health Insurance Escrow Account (HIEA) will fund a designated monthly reimbursement payment. The reimbursement payment supplements (2021) out-of-pocket health insurance premiums for the retired administrator and/or spouse. The amount of this reimbursement is set by the WAA Board. Medigap insurance applies to all administrators who retired from Weber School District beginning with the school year 1999-2000. (2023)

10.5.2. Spouse Insurance

10.5.2.1. At such time as a retired administrator is eligible for federally

funded health insurance programs (i.e. Medicare) the Health Insurance Escrow Account (HIEA) will fund a designated monthly reimbursement payment. The reimbursement payment covers out-of pocket health insurance premiums for the spouse of the retired administrator as long as the spouse continues with a Weber School District insurance plan (2022). The amount of this reimbursement is set by the WAA Board. This benefit continues until the spouse reaches qualifying age for federally funded health insurance (i.e. Medicare) or for a maximum of 36 months, whichever is less. The reimbursement payment is made directly to the district from the HIEA and the eligible spouse will be billed for the balance of the premium. Spouse insurance applies to all administrators who retired from Weber School District beginning with the school year 2000-2001. (2023)

10.5.3. Eligible Administrator

10.5.3.1. To be eligible for WAA Medigap and Spouse Insurance an administrator must retire, as an administrator, or on the administrators' salary schedule from Weber School District, and have been enrolled in Weber School District health insurance plan the year prior to retiring. If an administrator separates from service without retiring they are not eligible. (2024) If an administrator chooses not to join in membership they are not eligible for benefits under this section. There are no survivor benefits for WAA Medigap and Spouse Insurance. (2023)

10.5.3.2. After January 1, 2009 administrators who are eligible for WAA Medigap and Spouse Insurance benefits are only individuals who:

- have an administrative endorsement or on the administrators' salary schedule and(2024)
- have served in a building or district office administrative position for at least 3 years.

10.5.3.3. All individuals granted WAA Medigap and Spouse Insurance benefits prior to January 1, 2009 will be honored. A list of eligible retired administrators will be approved by the WAA Board will be submitted to the finance department annually.

10.5.4. Eligible Spouse

10.5.4.1. An eligible spouse is an administrator's lawful spouse at the time of retirement. WAA Medigap and Spouse Insurance benefits end at the time of divorce, or at the time of death of the qualified administrator.

10.5.4.2. Spouse Insurance benefits are intended for primary insurance coverage and not for double/dual coverage. The spouse benefit is limited to the number of months of eligibility (36 months

maximum) and not to a dollar amount.

10.5.4.3. Spouse Insurance benefits may begin the first month of eligibility but cannot be saved for a later date.

10.5.4.4. When an administrator's spouse becomes eligible for this benefit, it is the administrator's responsibility to contact the district to enroll.

10.5.4.5. Eligible Spouses can stay on District health insurance. Once the Spouse benefit ends, Cobra insurance may be picked up. Please see Human Resources for details.

10.5.5. Submitting a Claim

10.5.5.1. Claim forms can be obtained from the business administrator or from a member of the WAA Board. The form must be signed by a member of the WAA Board before being submitted to the finance department for payment each and every year. (2021)

10.5.5.2. To claim WAA Medigap and Spouse Insurance benefits the administrator needs to provide proof of payment once every fiscal year (July 1 to June 30). Documentation can be copies of bank statements, canceled checks, annual benefit letter from Social Security or documentation from your insurance provider. Reimbursements will be sent quarterly to the retired administrator by the Finance Department.

10.5.5.3. Claims for a fiscal year (July 1 to June 30) will only be honored if submitted by June 30th of the current year. If an eligible administrator fails to submit the necessary claim form and documentation, claims for a maximum of one previous year may be paid if appealed to and approved by the WAA Board.

10.5.5.4. The administrator or spouse is responsible to notify the WAA Board within 60 days of any changes in coverage that will affect eligibility for reimbursement.

10.5.5.5. Approved Monthly Reimbursement Amounts

- Up to \$100.00 per month will be reimbursed to an eligible retiree in quarterly payments for WAA Medigap Insurance premiums.
- Up to \$200.00 per month will be reimbursed for an eligible spouse in quarterly payments for WAA Spouse Insurance premiums.

10.6. Deposit and Transfer of HIEA Funds: (2021)

10.6.1. A permanent, interest bearing Health Insurance Escrow Account (HIEA) has been funded for WAA Medigap and Spouse Insurance benefits. The designated benefits listed in this section continue as long as the HIEA is solvent. The HIEA will be jointly maintained by the Finance Department and the WAA Board subject to the following:

- 10.6.1.1. WAA Medigap Insurance Funds: By September 15th of each year the Business Administrator will deposit funds into the HIEA equal to 100% of the administrative base salary.
- 10.6.1.2. WAA Spouse Insurance Funds: By September 15th of each year the Business Administrator will deposit funds into the HIEA equal to 23% of the administrative base salary.
- 10.6.1.3. Deposits into Outside Financial Institutions: HIEA funds may only be deposited into FDIC guaranteed interest accounts. Deposits must be approved by the three WAA Board members in consultation with the business administrator.
- 10.6.1.4. Transfers: Any transfer of HIEA funds from one financial institution to another must be approved and monitored by the WAA Board. Three WAA Board member signatures are required on a "Transfer of WAA Funds" form prior to any transfer of funds.
- 10.6.1.5. Health Insurance Escrow Account (2021)
- 10.6.2. The WAA Board along with the Business Administrator will annually review finances and projections to determine the solvency of the Health Escrow Account.
- 10.6.3. By September 1 of each year the WAA Board will meet with the Business Administrator to determine the monthly amount paid to eligible retirees for WAA Medigap and Spouse Insurance reimbursement.
- 10.6.4. The WAA Board will make suggestions for rule clarifications or amendments but any additional rules or amendments for WAA Medigap and Spouse will be approved by the WAA Executive Board and sent to the Business Administrator.

11. PROFESSIONAL RESPONSIBILITIES

11.1. Advertising in Schools

- 11.1.1. Administrators are directed to furnish to no one, other than the school officers, any list of names and/or addresses of pupils or of teachers and they shall not approve of any commercial advertising in their schools. Free instructional films and posters supplied by commercial firms may be used with the administrator's approval.

11.2. Care of Equipment

- 11.2.1. Administrators shall care for and keep a record of all equipment issued to them to use in performance of their duties. They shall follow the instructions given for the care and use of such equipment and shall take measures necessary as agents of the Board of Education to safeguard school property for misuse or theft.

11.3. Personal Appearance and Dress

- 11.3.1. The administrator's personal appearance and dress should reflect professional standards, i.e., cleanliness, neatness, appropriateness and good taste.

11.4. Public Relations

- 11.4.1. All administrators are urged to be aware of the value of good public relations activities in the district as being essential to understanding and supporting the educational program. Loyalty and support of the educational projects in the district are encouraged.

11.5. Solicitations by Staff

- 11.5.1. No administrator shall use his position in the Weber School District to influence parents or pupils of the district to purchase books or other merchandise.

12. PROFESSIONAL RIGHTS

12.1. Academic Freedom

- 12.1.1. All administrators have constitutional rights to be free from discriminatory religious, racial, political, and like measures.
- 12.1.2. All administrators shall be allowed the same academic freedom.
- 12.1.3. Participation in an organization as a member or as an officer shall neither add nor detract from an administrator's rights or responsibilities.
- 12.1.4. Academic freedom must, as with any freedom, be freedom within limits. It is expected that administrators will subscribe to the philosophy and objectives of the school district and will guide their professional activities in accordance with school district policies and philosophy.
- 12.1.5. Academic freedom does not in any way preclude the attention of the Board of Education or the Association on any immoral act or involvement in actions which violate local, state or federal laws.

12.2. Involvement of Personnel

- 12.2.1. It shall be the policy of the Board of Education to encourage administrator participation in decision-making at the school district and building levels. The Superintendent is authorized to establish committees as necessary to recommend policies and rules for proper functioning of the district.
- 12.2.2. It is recommended that task force committees include teachers and administrators on an equitable basis.

12.3. Political Activity

- 12.3.1. The board recognizes that administrators of the Weber School District have the same fundamental civic responsibilities and privileges as other citizens; among these are campaigning for an elective public office and holding an elective or appointive public office.
- 12.3.2. Any administrator who has had at least one full year's service in the system may be granted leave of absence without pay for political activity.
- 12.3.3. In connection with campaigning as a candidate for or holding a public office, it shall be considered contrary to policy for school system equipment or supplies to be used at any time; for there to be any involvement of system personnel during the work day; or for there to be any encroachment on the time of the work day.

- 12.3.4. All rights and privileges are contingent upon the administrator's return to the system immediately upon expiration of leave.
- 12.3.5. Requests for leave under this policy must be made in writing and must include title of office and specific dates involved.
- 12.3.6. Leave shall not exceed one full year of continuous absence.

12.4. Professional Behavior

- 12.4.1. As professionals, administrators are expected to devote to their assignments the time necessary to meet this responsibility.
- 12.4.2. Administrators are expected to comply with all rules and regulations and directions adopted by the Board of Education or its representatives.
- 12.4.3. Administrators shall be accountable for professional conduct, including, but not limited to, the following activities:
- 12.4.4. Devoting sufficient time to properly plan, carry out, and evaluate acceptable educational programs.
- 12.4.5. Honoring letters of intent and contract.
- 12.4.6. Participating in developing educational improvements in the district.
- 12.4.7. Participate in administrator training programs.
- 12.4.8. Be actively involved in sound public relations in support of school board policy.
- 12.4.9. Professional administrators should adhere to high ethical standards of the profession.
- 12.4.10. Professional administrators should devote their full time and energy to their professional assignments. Outside interests should not conflict with their professional responsibilities.

12.5. Protection

- 12.5.1. The School District will be vigorous in its protection of all administrators for physical and/or psychological abuse.
- 12.5.2. Any administrator who is threatened with harm is to notify supervisor immediately, and steps are to be taken at once to protect the administrator's safety.

12.6. Indemnification

- 12.6.1. The Board of Education agrees, as a condition of his/her employment contract, that it shall defend, hold harmless, and indemnify the administrator from any and all demands, claims, suits, and legal proceedings brought against the administrator in his/her individual capacity, or in his/her official capacity as agent and employee of the Board of Education, provided the incident arose while the administrator was acting within the scope of his/her employment.
- 12.6.2. If in the good faith opinion of the administrator, a conflict exists as regards the defense to such claim between the legal position of the administrator and counsel in which event the Board shall indemnify the administrator for the costs of legal defense.

13. STUDENT AND PARENT RELATIONS

13.1. Attitude toward Administrators

- 13.1.1. All administrators of this school district shall insist that students address them properly during the time that they are performing their official duties. Students should be discouraged from using first names or nicknames in addressing administrators.
- 13.1.2. Administrators are encouraged to be informal when working in groups with other teachers and administrators; however, they should follow the intent and spirit of the preceding item when addressing professional associates in the presence of students.
- 13.1.3. Reporting Incidents
- 13.1.4. Any unusual incidents that occur to any child or group of children that may result in further complications, criticisms, and repercussions shall be reported to the district office immediately. Such reports should be transmitted from teachers to the principal who shall then make a report to the district office.

14. EVALUATION PROCEDURE

- 14.1. The performance of all administrators in this school district shall be observed and evaluated. Administrators shall be advised and counseled regarding areas of improvement needed and suggestions shall be made concerning methods.
- 14.2. All formal observations and/or evaluations of an administrator's performance shall be conducted openly and with full knowledge of the administrator. The administrator will be appraised in advance of the evaluation instrument to be used.
- 14.3. Each formal evaluation of the administrator will be followed by a personal conference between the administrator and his/her evaluator. If said conference is to involve discipline and the evaluator plans to have a second party present, the administrator will be given sufficient time to also invite a second party. The administrator shall be provided an electronic copy of any evaluation report and will discuss such report with the evaluator within one week and before it is placed in the administrator's file. The administrator will sign a written evaluation noting he/she is aware of its contents. The administrator may add his/her comments or response to the evaluation. These responses will be attached to the evaluation. (2023)
- 14.4. Administrators will be promptly notified and provided with copies of all written observations, evaluations, and/or materials received from outside or other sources relating to conduct, service, character or personality that are placed in his/her personnel file. The administrator will have an opportunity to review the materials. The administrator shall be given every opportunity to call on supervisors, specialists, association personnel, or other professional educators for assistance, constructive help or evaluation. These evaluations will become part of the administrator's personnel file.

- 14.5. Administrators shall be advised and counseled regarding specific areas of improvement needed. (2021)
- 14.6. A career administrator whose observation score or end-of- the-year evaluation score rates a minimally/emerging effective rating will be given an additional goal to be added to the Yearly Evaluation Professional Goals. Career administrators who are emerging will be given more time to complete their goals.
- 14.7. The administrator shall be given every opportunity to call on supervisors, specialists, association personnel, or other professional educators for assistance, constructive help or observation.
- 14.8. These observations will become part of the administrator's record and can be accessed by the administrator.
- 14.9. An administrator's final evaluation is kept in a digital personnel file.
- 14.10. A career administrator whose observation or end-of-the-year evaluation summative score rates a "Not Effective" rating will be placed on a plan of assistance.
- 14.11. Prior to placing an administrator on a plan of assistance the director/ supervisor shall provide written notice that the employee's contract is subject to nonrenewal or termination if, upon a reevaluation of the employee's performance, the employee's performance is determined to be not effective.(2024)
- 14.12. If placed on a plan of assistance, the district shall provide the career administrator with reasonable assistance to improve performance.
- 14.13. The administrator is responsible for improving performance by using the resources identified by the school district and demonstrating acceptable levels of improvement in the designated areas of deficiencies.
- 14.14. The plan will indicate the length of time for remediation.
- 14.15. Following the completion of the plan of assistance, an administrator shall be given a re-evaluation.
 - 14.15.1. If there is no improvement after the completion of the Plan of Assistance the administrator will be terminated in accordance with the procedures outlined in the Orderly Termination Section of this Agreement.
- 14.16. An administrator who is not satisfied with a summative evaluation, or a re-evaluation, may request a review in writing of the summative/re-evaluation within fifteen (15) calendar days after receiving the written summative evaluation. State Board Rule, R277-533-8. (2021)
- 14.17. When informal observations or evaluations occur and result in a conference and/or items being placed in the administrator's file, the procedures identified above will apply.

15. TRANSFERS

15.1. Involuntary

- 15.1.1. When involuntary transfers are necessary, administrators should be transferred to a position consistent with their academic training and school experience or for positions for which the administrator is or may

be engaged in training, providing that proper state authorization can be obtained. Any possible reduction in salary will be as identified in the Orderly Termination Policy.

15.1.2. Involuntary transfers will be made under the following conditions:

15.1.2.1. Reduction of students

15.1.2.2. Discontinuance of program

15.1.2.3. To fill positions that cannot be accommodated by existing staff

15.2. Administrative Transfer (when the administration feels transfer is necessary because of special circumstances).

15.2.1. The administrator shall be notified immediately of a decision involving an involuntary transfer. If the transfer becomes a matter of grievance, the grievance process will be completed prior to acting on the matter.

15.2.2. The administrator's area of competence, major and/or minor fields of study, quality of administrative performance and length of service in the Weber School District shall be taken into consideration in determining transfer or reassignment.

15.3. Voluntary

15.3.1. Administrators may apply for a transfer any time during the school year.

15.3.2. When vacancies occur, a notification of vacancy will be posted in each school and on the Weber School District web page. Notification shall include a complete job description to be filled. Vacancies will not be filled prior to the date specified on the notification. These requests for transfer shall be acknowledged promptly by the proper district personnel. Applicants for a position may contact the district personnel office regarding the final decision.

15.3.3. Administrators who desire transfers have the responsibility to make known their request to the appropriate administrative personnel.

15.3.4. The administrator's area of competence, major and/or minor fields of study, quality of teaching performance and length of service in the Weber School District and previous involuntary transfer(s) shall be taken into consideration in determining transfer or reassignment.

15.3.5. Administrators promoted shall receive a pay increase at least equivalent to a step increase or an additional stipend. (2024)

15.4. Request for Transfers

15.4.1. Administrators requests for transfer will be considered.

16. FITNESS FOR DUTY POLICY

16.1. Health Examinations/Fit for Duty

16.1.1. Each employee is required to report to work in an emotional, mental and physical condition (including free of the effects of alcohol and drugs) necessary to perform his or her job in a safe and satisfactory manner. A fitness for duty evaluation is designed to address behavior and conduct by an employee that may pose a potential threat to self or others in the workplace. Application of this policy is not intended as a substitute for

District policies or procedures related to chronic performance or behavioral problems or as a substitute for discipline. Supervisors shall continue to address performance or behavioral problems through the performance appraisal process and to implement appropriate corrective or disciplinary action.

16.2. Legal Standard

- 16.2.1. The District will comply with federal law (primarily the Americans with Disabilities Act of 1990, as amended in 2008 [ADAAA] and the Family Medical Leave Act (FMLA). Federal law permits the District to require a medical examination of an employee if the requirement for the examination is job-related, consistent with business necessity, and if the District has a reasonable belief that: (1) the employee's ability to perform essential job functions may be impaired by a medical condition; or (2) an employee may pose a direct threat (i.e., significant risk of substantial harm to the health and safety of self or others) due to a medical condition. The District will comply with all other federal and state laws pertaining to an employee's disability, medical leave, or injury on the job.

16.3. Definitions

- 16.3.1. Business Necessity: Is the person capable of performing the assigned job. A business necessity in the schoolhouse includes ensuring employees are capable of providing a safe education environment for students and staff, including but not limited to classroom, field trips, after school activities and the like. An example of something that is NOT a business necessity for a teacher might be ensuring the teacher can run 2 miles. An example of something that MAY be a business necessity is ensuring a teacher is alert and coherent on the job.
- 16.3.2. Fitness for Duty Examination: a limited scope examination by an independent health care provider that evaluates an employee's ability to safely perform the essential job functions, with or without reasonable accommodations. A Fitness for Duty Examination may only be required if the examination is job-related—which means it is limited in scope to whether the person can perform the functions of the job assigned— and consistent with business necessity.
- 16.3.3. Fitness for Duty Committee: A District committee comprised of the Human Resources Director and/or Assistant Director, the District's legal counsel, and the employee's immediate supervisor that determines whether a Fitness for Duty Examination is necessary based on the factors outlined in this policy and whether and when an employee may return to work following a Fitness for Duty Examination, provided the employee's immediate supervisor does not have access to the examination or other private information.

16.4. Fitness for Duty Requirements

- 16.4.1. When it is job-related and consistent with business necessity, the Fitness for Duty Committee may require a Fitness for Duty Examination under the following circumstances:
- 16.4.2. If an educator is having observable difficulty performing his/her duties in a safe and effective manner;
 - 16.4.2.1. If an educator poses a serious safety threat to self or others due to a medical condition; or
 - 16.4.2.2. If, upon return from FMLA and receipt of an FMLA return-to-work certification from the teacher's health care provider, the Fitness for Duty Committee has reasonable and articulable concerns that the teacher is not capable of performing the teacher's essential job functions.
- 16.4.3. All school employees, including educators, duties include exercising reasonable and ordinary care to maintain a safe education environment for students and others, including but not limited to classroom, field trips, class activities and the like. While schools and their employees cannot guarantee a student will never be harmed while at school, educators are responsible for providing reasonable supervision of students and acting in a manner that a reasonable student would feel safe.
- 16.4.4. Factors the Fitness for Duty Committee may consider when making a determination to require a Fitness for Duty Examination include:
 - 16.4.4.1. Whether the educator made threats that a reasonable person would consider to be more than mere hyperbole. For example, but not intended to be all inclusive:
 - Verbal or written threats to self or others with a specified time, place, or manner of carrying out the threat
 - Repeated verbal or written threats to self or others
 - Verbal or written threats to self or others accompanied by the employee hitting, kicking, pinching, grabbing, slapping, pushing, throwing objects at, or otherwise assaulting a student or employee
 - Verbal or written threats described with violent imagery or detail
- 16.4.5. Whether the educator was observed demonstrating difficulty carrying out the educator's essential job functions. For example, any or a combination of the following, but not intended to be all inclusive:
 - 16.4.5.1. Slurred and/or jumbled speech
 - 16.4.5.2. Asleep on the job
 - 16.4.5.3. Non-responsiveness when addressed by students or other employees
 - 16.4.5.4. Inability to engage in a conversation with students or other employees

- 16.4.5.5. Highly and unusually distractible
- 16.4.6. Whether the educator was observed demonstrating a physical difficulty carrying out the educator's essential job functions. For example,
 - 16.4.6.1. cannot climb a flight of stairs without sitting down to catch his/her breath;
 - 16.4.6.2. unstable on feet, and appears to be stumbling or wobbling
 - 16.4.6.3. unable to speak in full sentences or follow a conversation;
 - 16.4.6.4. unable to remember simple tasks, or to properly orient himself/herself
- 16.4.7. The District Fitness for Duty Committee will receive documentation of symptoms or observations when making a determination to send an educator for a Fit for Duty Examination.
- 16.4.8. The District may determine an employee is a serious threat to self or others based on observations, reliable information by a credible third party, or statements the employee him or herself has made.
- 16.4.9. The District may ask for medical documentation that explains the effects of prescription medication on the employee's ability to perform the job.
- 16.4.10. An employee required to have a Fitness for Duty Examination will be placed on paid administrative leave until the employee obtains a report from the examiner regarding the Fitness for Duty Examination and submits it to the Fitness for Duty Committee for review and has been cleared to return to work. An employee's supervisor will not be part of the Committee for purposes of reviewing the report but may consult the Committee on the educator's specific job duties in helping the Committee determine whether to return the educator to work and make suggestions for a return to work plan.
- 16.4.11. The Fitness for Duty Examination is paid for by the district and the report is property of the district. The district may share the report with the educator or the educator's advocate with consent from the Fitness for Duty examiner.
- 16.4.12. The District will maintain a list of independent, licensed health care professionals with forensic training that may conduct a Fitness for Duty Examination.
- 16.4.13. Any Fitness for Duty Examination required by the District will be paid for by the District.
- 16.4.14. The Fitness for Duty Examination results shall be presumed valid. If the employee disagrees with the results, the employee may, at his or her own expense, obtain a second opinion which the Fitness for Duty Committee will consider, but the Fitness for Duty Committee has ultimate discretion regarding which medical opinion, if differing, to rely on in making a determination of allowing an employee to return to work.
 - 16.4.14.1. The Fitness for Duty Committee will review the results of the

Fitness for Duty Examination and determine whether the employee may return to work, with or without reasonable accommodations.

16.4.14.2. If accommodations are necessary, the Fitness for Duty Committee will meet with the employee and engage in the interactive process to determine what accommodations need to be made.

16.4.14.3. Continued employment may be contingent on a plan to return to work, including compliance with recommendations provided by the Fitness for Duty Examiner, such as periodic testing, additional assessments, and compliance with resulting recommendations. Applicable leave policies and health plan benefits shall apply.

16.4.14.4. Under the Health Insurance Portability and Accountability Act (HIPAA), any document containing medical information about an employee is considered a medical record and is regarded as confidential. Records of Fitness for Duty Examination shall be treated as confidential medical records and maintained by the District as appropriate. This information may be shared only on a "need to know" basis in as limited capacity as is necessary. Employees or their advocates may obtain a copy of the Fitness for Duty Examination from the District upon written request, and with consent from the Fitness for Duty Examiner.

16.4.15. Administrators are entitled to representation and/or support through the process described above.

16.4.15.1. Nothing in this provision prohibits the District from requiring a risk assessment of administrators through the Employee Public Assistance program (Blomquist Hale) where there is an imminent threat of harm to self or others. The risk assessment will not be a full scale evaluation and will not result in a diagnoses, report, or disclosure of other sensitive health information.

17. GRIEVANCE AND COMPLAINT PROCEDURE

17.1. Complaints

17.1.1. All initial complaints and criticism regarding personnel should be directed to the immediate supervisor of the person about whom the complaint is registered. It should be the duty of the immediate supervisor to promptly discuss the complaint with the employee and make every effort to resolve the matter. If the complaint or criticism develops into a situation of major magnitude, the complainant's name(s) should be revealed. Before materials are placed in the administrator's file, the name(s) of any complainant(s) will be identified. If the immediate supervisor cannot obtain a reasonable solution to the problem, the appropriate district office administrator shall attempt to reach an equitable solution. If it is impossible for the appropriate district office administrator to reach an

equitable solution, the matter will be referred to the Board of Education of Weber School District.

17.2. Grievance Procedures

17.2.1. Definitions

- 17.2.1.1.** A grievance shall mean a notice by an administrator and/or a representative of the administrator that there has been an alleged violation, misinterpretation or inequitable application of any provision in the Administrators' Professional Agreement or other written agreements with the Association and the District which affects administrators.

17.2.2. Exclusions

- 17.2.2.1.** The following complaints, appeals for resolution, or grievances are specifically excluded:
 - Complaints regarding disciplinary actions, termination, and other matters pursuant to District Policy 7900.
 - Necessary Staff Reductions pursuant to UCA 53G-11-516.
 - Job classification and compensation issues, which can be addressed through the Human Resources Department
 - Any other matter where the subject and applicable appeal process is specifically identified in another District Policy.

17.2.3. Purpose

- 17.2.3.1.** The purpose of the grievance procedure is to secure, at the closest point of origin, and most informal level, equitable solutions to the problems which arise.

17.2.4. Representation

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

- 17.2.5.** A grievance must be filed within thirty (30) days of the incident, or if the grievance includes an accumulation of incidents, within thirty (30) days of the most recent incident, although an investigation may include all prior incidents leading up to the filing of the grievance.

17.2.6. Steps

- 17.2.6.1.** Step 1: Informal Discussion with Individual
 - If the grievance involves another individual who is not the administrator's supervisor, the administrator should first discuss the grievance with that individual directly in an attempt to resolve the grievance. If the grievance involves

the administrator's supervisor, the administrator may first discuss the grievance with the supervisor; request that a representative meet with the supervisor directly on behalf of the administrator; or, the administrator may go directly to Step 3 if the administrator feels he or she cannot address the concern with the supervisor directly. Also, if the grievance involves the supervisor and the administrator unsuccessfully attempts to resolve the matter through a discussion with the supervisor, the administrator may also go directly to Step 3.

- All grievances that don't involve the administrator's supervisor should begin with step 1 and, if unsuccessful at step 1, move to step 2. However, in cases where an administrator feels he or she cannot address the concern directly with the person due to a power differential, the administrator may begin with step 2. (2021)

17.2.6.2. Step 2: Informal Discussion with Supervisor

- If the administrator cannot resolve the grievance in Step 1, or if the grievance does not involve another individual, the administrator will discuss the concern with the administrator's supervisor, with the objective of resolving the matter informally. (2021)

17.2.6.3. Step 3: Formal Grievance

- If, after the discussions with the supervisor, a concern still exists, the administrator or a representative of the administrator may invoke the formal grievance procedure. A written letter of concern shall be filed to the Human Resources Director or designee by the administrator and/or representative within ten (10) district business days of the informal discussion with the supervisor. Thereafter, as soon as possible, the administrator and association representative shall meet with the Human Resources Director or designee to discuss any possible resolution to the concern. The Human Resources Director or designee may gather additional facts as necessary, and may also meet with the other party if there is more than one party involved in the dispute. The Human Resources Director or designee will issue a written response within ten (10) district business days of receiving the written letter of concern.

17.2.6.4. Step 4: Final Appeal to Superintendent or Designee

- If the administrator is not satisfied with the written response from the Human Resources Director or

designee, the administrator may submit a written appeal to the Superintendent or Superintendent's designee at the Superintendent's discretion within five (5) days of receipt of the response from the Human Resources Director or designee. The Human Resources Director or designee will submit the written response to the letter of concern to the Superintendent or designee and the Superintendent or designee will review both the appeal and the written response. In the Superintendent's or designee's discretion, the Superintendent or designee may meet with the administrator and/or a representative of the teacher and any other party involved in the dispute. Within five (5) district business days, the Superintendent or designee will issue a written decision in response to the grievance. the Superintendent's or designee's written decision is the final administrative action.

17.2.7. This does not negate the administrator's right to appeal to the courts, or to seek redress through legal action of the courts. However, no legal action may be commenced without first exhausting the administrator's rights under this agreement.

17.2.8. Miscellaneous Grievance Provisions

17.2.8.1. No person shall suffer recrimination or discrimination because of participation in this grievance procedure.

17.2.8.2. Confidentiality will be observed in accordance with Utah law.

17.2.8.3. Nothing contained herein shall be construed so as to limit in any way the ability of the District and the administrator and others to resolve any grievance, mutually and informally.

17.2.8.4. Notice of all responses or decisions relative to grievances under this policy shall be hand delivered or delivered by reasonable, secure means, certified mail, return receipt requested, or secure mail.

17.2.8.5. All records of these proceedings are maintained in accordance with the Utah Government Records Access and Management Act.

18. TERMINATION

18.1. Orderly Termination

18.1.1. The District and the Association hereby endorse an act relating to orderly termination in the District. The District and the Association further accept the requirements and provisions of the State Act and adopt the following orderly termination procedures in regard to standards of due process and

cause for termination.

18.2. Definitions

- 18.2.1. "Contract term" or "term employment" means the period of time an administrator is engaged by the school district pursuant to a contract of employment whether written or oral.
- 18.2.2. "Dismissal" or "termination" means:
 - 18.2.2.1. Any termination of the status of employment of an administrator.
- 18.2.3. Failure to renew the employment contract of an administrator, who pursuant to the employment practices of the school district, has a reasonable expectation of continued employment in successive years.
- 18.2.4. Reduction in salary of an administrator not generally applied to all administrators of the same category, in the employ of the same category, in the employ of the school district during such administrator's contract term.
- 18.2.5. Change of assignment of an administrator with an accompanying reduction in pay, unless such assignment change and salary reduction is agreed to in writing.
- 18.2.6. The District, by contract with its administrators or their Association, or by resolutions of the Board, shall establish procedures for termination of career administrators in an orderly manner without discrimination.
- 18.2.7. The orderly dismissal procedure adopted by the Weber District shall be as follows:
- 18.2.8. If the District intends to not renew the contract of a provisional administrator, the District will give written notice to the administrator within 60 calendar days before the last contract day of the year (June 30th).
- 18.2.9. If the District intends not to renew or discontinue the contract of a career administrator or to terminate a career or provisional administrator's contract during the contract term:
 - 18.2.9.1. the District shall give written notice of the intent to the administrator;
 - 18.2.9.2. the notice shall be served by personal delivery or by certified mail addressed to the administrator's last-known address as shown on the records of the District;
 - 18.2.9.3. the District shall give notice at least 30 days prior to the proposed date of termination;
 - 18.2.9.4. the notice shall state the date of termination and the detailed reasons for termination;
 - 18.2.9.5. the notice shall advise the administrator that he/she has a right to a fair hearing and that the hearing is waived if it is not requested within 15 days after the notice of termination was either personally delivered or mailed to the administrator's most recent

- address shown on the District's personnel records; and
 - 18.2.9.6. the notice shall state that failure of the administrator to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of the right and that the District may then proceed with termination without further notice.
- 18.2.10. In the absence of timely notice, an administrator (provisional or career) is deemed to be re-employed for the succeeding contract term with a salary based upon the salary schedule applicable to the class of administration into which the individual falls.
- 18.2.11. If the District intends to not renew a career administrator's contract for unsatisfactory performance or terminate a career administrator's contract during the contract term for unsatisfactory performance, the District shall:
 - 18.2.11.1. provide and discuss with the career administrator written documentation clearly identifying the deficiencies in performance;
 - 18.2.11.2. provide written notice that the career administrator's contract is subject to nonrenewal or termination if, upon a reevaluation of the career administrator's performance, the career administrator's performance is determined to be unsatisfactory;
 - 18.2.11.3. develop and implement a plan of assistance, in accordance with Utah Code 53G-11-512, to allow the career administrator an opportunity to improve performance;
 - 18.2.11.4. reevaluate the career administrator's performance; and
 - 18.2.11.5. if the career administrator's performance remains unsatisfactory, give notice of intent to terminate the career administrator's contract in accordance with paragraph 2 above.

18.3. Career Administrator

- 18.3.1. has a right to a fair hearing when the career administrator's contract is terminated consistent with the following procedures:
- 18.3.2. An administrator must request a hearing fifteen (15) days from the date the notice of termination is personally delivered or postmarked.
- 18.3.3. Upon request of a hearing, the district superintendent will appoint a hearing officer from a list, created by the Association and the district, of mutually agreed upon hearing officers.
 - 18.3.3.1. Hearing officers must be professionals with experience in education.
 - 18.3.3.2. A hearing officer may be a licensed attorney but does not have to be.
 - 18.3.3.3. The list of hearing officers will be updated on a regular basis to ensure the availability of the hearing officers on the list.
- 18.3.4. Unless agreed upon in writing by both parties that an extension is necessary, a fair hearing will be held within sixty (60) days of the

appointment of a hearing officer.

- 18.3.5. The administrator and district may each be represented by counsel, produce witnesses and evidence, hear testimony and cross-examine witnesses. Witnesses and documentary evidence each party intends to introduce at a hearing must be provided to the other party at least one week prior to the hearing.
- 18.3.6. A fair hearing is an informal administrative hearing and is not bound by the same rules of procedure and evidence that govern civil or criminal matters, including the rules regarding discovery.
- 18.3.7. If deemed necessary, a court reporter will take an accurate transcript of the fair hearing and will provide the transcript to the fair hearing officer within a reasonable time following the hearing.

18.4. Fair Hearing

- 18.4.1. The Fair Hearing Officer:
 - 18.4.1.1. May request briefs to be filed prior to the hearing.
 - 18.4.1.2. May rule on motions submitted by the parties.
 - 18.4.1.3. Will hear all evidence and testimony at the hearing.
 - 18.4.1.4. Will make a determination about whether the district had cause to terminate the administrator.
 - 18.4.1.5. Will prepare a written report with a recommendation to either uphold the district's termination or overturn the district's termination.
- 18.4.2. The hearing report will be presented to the school board for final determination to accept or not the hearing officer's recommendation. If the board does not accept outright the hearing officer's recommendations, the board will prepare a written report with a rationale for rejecting the hearing officer's recommendation.
- 18.4.3. The fee for the hearing will be split evenly (50% and 50%) between the administrator and the district.
- 18.4.4. Nothing in this section precludes the administrator or the district from pursuing appropriate relief through state or federal court.
- 18.4.5. Nothing in this section shall be construed to preclude staff reduction when necessary due to decreased student enrollment in the district because of the discontinuance of a particular service, because of a shortage of anticipated revenue after the budget has been adopted, or because of school consolidation.

18.5. Separation of Personnel

- 18.5.1. In the event that the administrator finds it necessary to be released from his or her contract, thirty (30) calendar days written notice shall be given the Board; if, however, this procedure is not observed, the Board reserves the right to impose financial penalty of \$500 and deduct the same from the administrator's earnings.
- 18.5.2. All notices of termination by either the administrator or school district

must be in writing.

19. SCHOOL BOARD AND OTHER PERSONNEL

19.1. Board Relations

- 19.1.1. Administrators who are not satisfied with internal conditions in the units where they are serving should present their concern to their immediate supervisor. If they are not satisfied with action taken by the immediate supervisor in the correction of such sources of dissatisfaction, the administrator may meet with the appropriate director. All concerns or suggestions that administrators might have that need the attention of the school board members shall be transmitted through the Superintendent's office.
- 19.1.2. The foregoing statements shall be construed to apply to all administrators of this school district. The explicit purpose of these particular instructions are intended to give all school board members an opportunity to be consulted as a body legally authorized to function as a school board and to avoid improper approaches to individual school board members. None of the foregoing should be construed to deprive any administrator of the school district of the opportunity of meeting with the Board.

19.2. Staff Relations

- 19.2.1. The principal shall have the authority to instruct or direct the activities of the school staff. Suggestions for improvement of service in these cases shall be transmitted through the principal.

19.3. Staff Meetings

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

19.4. Work with Supervisors

- 19.4.1. The central administrative staff is urged to consult with other specialists and directors and the building principal when they need assistance in solving problems and when seeking information concerning curriculum and instruction.

20. WEBER ADMINISTRATORS' ASSOCIATION

20.1. Conflicts

- 20.1.1. If it occurs that any Board or Personnel Policies of the Weber School District are contrary to the provisions of this negotiated Professional Agreement, the negotiated Professional Agreement provisions will take precedence unless both the District and the WAA agree otherwise.

20.2. Privileges

- 20.2.1. The Board recognizes local administrators' associations as representatives of administrators who so designate or stipulate.
- 20.2.2. The Board agrees to make available any public information related to its

operation.

- 20.2.3. Local associations may use school buildings and equipment without cost, as approved by the appropriate administrative office, providing that such use does not interfere with normal school functions.
- 20.2.4. Bulletin board space will be provided for the posting of Association notes and publications.
- 20.2.5. Representatives of the associations may transact association business in the schools at reasonable times, provided that such action does not interfere or interrupt normal school operations.
- 20.2.6. The associations may be involved in orientation programs for new employees.

APPENDIX

[Administrator Salary Schedule](#)