

2021 - 2023
 NEGOTIATED AGREEMENT
 between
 Utah Schools for the Deaf and the Blind
 and the
 Utah Schools for the Deaf and the Blind Education Association

Table of Contents	
Authority	1
Definitions	1
Agreement Negotiations and Approval Process	3
Responsibilities of USDB	5
Responsibilities of USDBEA	6
Responsibilities of USDB Educators	6
Hiring Practices	7
Employment Terms, Conditions, and Expectations	8
Educator Work Assignments	10
Substitute Teachers	12
Educator Compensation	12
Educator Benefits	14
Educator Performance	17
Personnel Records	19
Educator Investigations	19
Educator Discipline	20
Educator Grievances	23
Voluntary Separation by Educator	24
Reduction in Force (RIF)	24
Approvals	26
Appendix A: 2021-2022 Educator Salary Schedule	27

I. Authority to Negotiate

- A. This Agreement between the Utah Schools for the Deaf and the Blind (“USDB”) and the Utah Schools for the Deaf and the Blind Education Association (“USDBEA”) is authorized by the Utah State Board of Education (“the Board”), consistent with [UCA §53E-8-301](#).
- B. The Board agrees to recognize USDBEA as the exclusive representative of all USDB educators in negotiating this Agreement, upon being furnished with satisfactory evidence that a majority of educators have designated or selected USDBEA to represent them.
- C. Consistent with [UCA 53E-8-301\(3\)](#) and [53G-11-202\(3\)\(a\)](#), this Agreement may not prohibit or limit individual contracts for employment.
- D. Nothing in this agreement shall be interpreted to deprive any individual educator of his or her rights under [UCA §34-34](#), the Utah Right To Work Law, nor their rights under Title IV of the Civil Rights Act, or any other provisions that may be applicable to the employment of public educators under Utah Code.

II. Definitions

- A. “Accessible” means a product, device, service, or environment that is available to as many people as possible, consistent with the Americans with Disabilities Act ([ADA](#)). Accessibility can be viewed as the “ability to access” and benefit from some system or entity.

- B. **"Career Educator"** means an educator employed by USDB:
 1. Who holds an appropriate license issued by the Board, and
 2. Who has obtained a reasonable expectation of continued employment by demonstrating satisfactory service for at least three consecutive years at USDB.
- C. **"Certificate"** means a credential issued under [UCA §53E-6-102](#) by a governmental jurisdiction outside the state.
- D. **"Contract term"** or **"term of employment"** means the period of time during which an educator is engaged by USDB under a contract of employment, whether oral or written.
- E. **"Days"** means business days, unless designated otherwise.
- F. **"Demotion"** means:
 1. Reduction in salary of an educator not generally applied to all educators of the same category employed by USDB during the educator's contract term; or
 2. Change of assignment of an educator with an accompanying reduction in pay, unless the assignment change and salary reduction are agreed to in writing.
- G. **"Discipline"** means punitive actions initiated by a supervisor intended to correct behavior or conduct, including violation of the [USDB Employee Code of Conduct](#).
- H. **"Educator"** means a person who holds:
 1. A license issued by the Board under [UCA §53E-6-101](#) or professional credentials from the governing body of the individual's area of practice; and
 2. A position as a classroom or outreach teacher from preschool through age 22, Parent Infant Program (PIP) specialist, Deaf-Blind specialist; orientation and mobility specialist; or
 3. A position as a related educational service provider, including but not limited to audiologist, speech pathologist, guidance counselor, school psychologist, school nurse, physical therapist, occupational therapist, social worker, or low vision specialist.
- I. **"Endorsement"** means a credential approved by the Board and appended to a license setting forth the areas of practice to which the license applies.
- J. **"Grievance"** is a complaint by an educator of an alleged violation or misrepresentation of the terms, meaning or application of an educator's contract, USDB policies, or legal statutes.
- K. **"Grievant"** means an educator who files a grievance.
- L. **"Insubordination"** means an act wherein an employee willfully disobeys a direct order from a supervisor or member of the superintendency. A charge of insubordination must show the following:
 1. That the employee was given a clearly expressed direct order, preferably in writing.
 2. That the order was reasonable and work-related.
 3. That the order did not place the employee in danger of his or her safety or health.
 4. That the order did not violate a public policy.
 5. That the employee was informed of the potential disciplinary consequences for not obeying the direct order, up to and including termination.
- M. **"Letter of Intent"** means formal notice from an educator regarding his or her intent to return the following school year to work at USDB.
- N. **"License"** means any authorization issued by the Board under [UCA §53E-6-301](#) and Administrative Rules [R277-503](#), [R277-522](#) that permits the holder to serve in a professional capacity as an educator at USDB.
- O. **"Membership"** means USDB educators who are subject to the terms of this agreement and who have designated USDBEA as their exclusive representative for the purpose of negotiating the terms and conditions of their employment in this Agreement.
- P. **"Micro-credential"** or **"Micro-credential stack"** means optional, competency based, third party verified recognition of skills learned by educators throughout their careers as a natural extension

- of their professional learning experiences.
- Q. “The **Parties**” or “each **Party**” means USDB and USDBEA, respectively.
 - R. “**PIP Specialist**” means an endorsed early intervention hearing or vision consultant.
 - S. “**Plan of Assistance**” (POA) means a non-punitive plan implemented by a supervisor to improve an employee’s performance to an acceptable level.
 - T. “**Probationary Educator**” means an educator employed by USDB who has been notified of inadequate performance or unsatisfactory conduct and has been placed on probationary status ([UCA §53G-11-501](#)).
 - U. “**Provisional Educator**” means an educator employed by USDB who has not achieved status as a career educator with USDB.
 - V. “**Reassignment**” refers to, but is not limited to, changes in class, subject, grade level or worksite location.
 - W. “**State Fiscal Year**” means the period beginning July 1 of any given calendar year and ending June 30 of the following calendar year.
 - X. “**Supervisor**” means the individual responsible for the division where an educator is assigned.
 - Y. “**Termination**” means:
 1. Termination of the employment status of an educator;
 2. Non-renewal of the employment contract of an educator beyond the current school year.
 - Z. “**Teacher**” means an individual assigned to a class or a caseload of students who is primarily responsible for student learning.
 - AA. “**Transfer**” refers to a change in job site which requires a round-trip commuting distance increase of 25 miles or more.
 - BB. “**Unprofessional conduct**” means a violation of work rules, USDB policies, laws or Board administrative rules, standards of ethical, moral, or professional conduct, or insubordination, and may result in discipline up to and including termination and license revocation.
 - CC. “**Unsatisfactory performance**” means a deficiency in performing work assignments which may be due to insufficient or undeveloped skills, lack of knowledge or aptitude and may be remediated through training, study, mentoring, or practice. ([UCA §53G-11-501](#)).

III. Agreement Negotiations and Approval Process

- A. Requests for Negotiations
 1. A written request to rescind, amend, add, delete, or renew all or a portion of this agreement may be submitted by either party biennially between December 1 and April 30 of odd numbered years.
 2. Salary increases shall be discussed by the Parties every year after the annual appropriations bill is approved by the legislature.
 3. A request shall include a written summary of specific items to be considered.
 4. A written response shall be made by the request recipient within ten (10) days of the receipt of the written request.
 5. Upon agreement of both Parties, negotiations may occur more frequently.
- B. Verification of Association Membership
 1. USDB shall request verification before March 1 that a majority of licensed educators employed in teaching positions by USDB have designated USDBEA as their exclusive representative.
 2. If USDB requests verification of the certification, an agent of USDB will meet with an agent of USDBEA for the purpose of verifying the previously reported numbers and/or percentage prior to negotiations.
 3. This verification process shall occur by respecting the privacy rights of USDBEA members and without the disclosure of personally identifiable information to USDB

(names, social security numbers, or employee identification numbers).

4. Personally identifiable information may be disclosed to an independent third party for verification.
- C. The Parties agree to commence negotiations as soon as possible after the legislative session ends.
- D. The Parties shall work together in good faith to conclude negotiations before July 1 of each odd year. Negotiations may continue beyond July 1 by mutual consent.
- E. Conditions
1. Negotiations shall be conducted at times and places mutually agreeable to each party.
 2. The Parties agree to negotiate in good faith
 3. Either party shall notify the other party if it is contacted by the news media regarding negotiations during the negotiation process.
 4. Each party agrees to provide any public records and information related to deliberated proposals upon request of the other party.
 5. Before negotiations begin, the Parties shall develop a mutually acceptable agenda.
 6. USDB shall accommodate USDBEA educator representatives by paying for necessary substitutes and allowing participation without loss of pay when negotiation meetings are scheduled during the school day.
 7. Guests may be invited to attend upon approval of both Parties.
 8. Negotiation Process
 - a) The Parties will negotiate in a respectful and professional manner.
 - b) Either party may record statements and agreements on deliberated items in writing.
 - c) Audio recordings of the proceedings shall not be made without written approval from both Parties.
 - d) Meeting agendas, recorded statements and all written proposals become public records after negotiations are concluded.
 - e) All agreements are tentative until negotiations are concluded and the entire negotiated agreement is approved by the governing body of each negotiating party.
 - f) Tentative agreements shall be clearly dated and approved by each party in writing.
 - g) The Parties agree not to discuss deliberated items in detail with their respective governing bodies during the process of negotiations, unless there is an impasse.
 - h) Either Party may provide general, factual updates to the public during the process of negotiations.
- F. Approval of Negotiated Agreement
1. After negotiations are complete, each party will present the tentative Agreement to their respective governing bodies for approval.
 2. The Agreement is ratified and becomes effective upon approval by both governing bodies.
 3. Upon ratification the Agreement shall be posted on the USDB website.
 4. The ratified Agreement remains in effect for two state fiscal years, with the exception of salary adjustments which are considered annually.
- G. Agreement Limitations
1. Employment terms, conditions, and situations not specifically included in this Negotiated Agreement shall be governed by federal and state employment statutes in accordance with [UCA §53G-11-202](#).
- H. Agreement Severability
1. Any legal conflict between this Agreement and applicable federal and state statutes shall

- be resolved by deference to the statute.
2. If any provision of this Negotiated Agreement is found to be unlawful by a court of competent jurisdiction, none of the remaining provisions shall be thereby affected, and the remaining provisions shall continue in force and effect.

IV. Responsibilities of USDB

- A. Funding for Educator Compensation
 1. USDB shall annually request funding from the Utah Legislature to provide compensation for educators, consistent with [UCA §53E-8-302](#).
- B. General Educator Support
 1. USDB shall provide general support necessary for the success of students and educators, including but not limited to: technology, facilities, supplies, leadership, supportive work environment, and professional learning opportunities.
 2. USDB shall provide an induction program for educators, consistent with R277-308.
- C. Educator Evaluation
 1. USDB shall provide an educator evaluation program consistent with [UCA §53G-11-506](#), [UCA §53G-11-507](#) and Board administrative rules.
- D. Accessible Working Environment
 1. USDB shall provide an accessible working environment for educators with disabilities, including providing accessible information and materials whenever possible at the same time as their non-disabled colleagues, consistent with the requirements of ADA.
- E. Safe Working Environment
 1. Consistent with USDB facilities and safety policies, USDB shall provide a working environment reasonably free from actual or threatened harm, including the following:
 - a) USDB classroom space that meets current standards for fire, safety, and health.
 - b) Communication and cooperation with USDBEA regarding safety and environmental concerns in facilities occupied by educators, including sharing clear information about remediation efforts for identified unsafe, unhealthy, or hazardous conditions upon request.
 - c) Communication and cooperation with school districts and charter schools to remediate safety and environmental concerns in non-USDB owned facilities occupied by USDB educators.
 - d) Restitution to USDB educators as follows:
 - (1) Reimbursement for verifiable loss or damage incurred without negligence of the educator for personal property approved in writing by USDB for use in the course of employment or in a school sponsored activity in an amount will not exceed the replacement cost of the lost or damaged item(s). This does not include use of personal vehicles for USDB business.
 - (2) Reimbursement for verifiable personal property lost or damaged during an assault by a student in an amount not to exceed \$500 or the replacement cost of the lost or damaged item(s), whichever is less.
- F. Access to USDB Information and Resources
 1. USDB agrees to provide timely public information related to its operations upon request, consistent with [UCA §63G-2](#).
 2. USDB shall maintain an online repository of any forms required for USDB educators.
 3. USDB agrees to provide verification of teaching assignments upon request of an educator when required for state license renewal.
 4. USDB agrees to solicit meaningful feedback from USDBEA regarding employee training

- and orientation programs, expenditures, class size, budget requests, legislative proposals, administrative rules, and USDB policies that directly impact USDB educators.
5. USDB agrees to collaborate in good faith and in a transparent manner by informing USDBEA of the purpose, participants, and initial meeting date and location of any special committee that is formed or reconstituted regarding matters that directly impact USDB educators.
 6. USDB agrees to proactively inform USDBEA of any school business that directly impacts USDBEA, including a professional courtesy notification before making public statements regarding USDBEA, addressing the Board, the Utah legislature, or other public forums.
 7. USDB agrees to allow USDBEA to have reasonable access to and use of school facilities, consistent with public use policies.
 8. USDB agrees to allow USDBEA to access and use certain school resources not available to the general public, including the following:
 - a) Bulletin board space in faculty rooms
 - b) Use of school email services
 - c) Occasional, limited use of the school public address system
 - d) Transaction of association business during non-work time
 9. USDB shall not restrict educators from wearing insignias, pins, or other identification of USDBEA membership on school premises, provided it is not a distraction in the professional and educational environment.
 10. USDB shall provide a faculty list to USDBEA upon request.
 11. The USDB Superintendent may grant leave to a reasonable number of USDBEA leaders to attend meetings related to school business, not to exceed ten days per year.
 12. USDB agrees to facilitate meetings, studies, and committees required by this Agreement, and shall provide the names of participants representing USDB upon request.

V. Responsibilities of USDBEA

- A. USDBEA agrees to collaborate in good faith and in a transparent manner by proactively informing USDB of any association business regarding matters that directly impact USDB. This includes a good faith effort to resolve concerns and a professional courtesy notification to USDB before making public statements regarding USDB, addressing the Board, the Utah legislature, or other public forums.
- B. USDBEA agrees to solicit meaningful feedback from USDB regarding any association business that directly impacts USDB.
- C. USDBEA agrees that association activities shall not occur during normal work time nor interfere with school activities or operations.
- D. USDBEA agrees to facilitate meetings, studies, and committees required by this Agreement, and shall provide the names of participants representing USDBEA upon request.
- E. USDBEA agrees to provide meaningful feedback regarding orientation programs, expenditures, class size, budget requests, proposed legislation, and other factors that affect USDB educators.
- F. USDBEA agrees to solicit meaningful feedback from USDBEA members regarding orientation programs, expenditures, class size, budget requests, proposed legislation, and other factors that affect USDB educators.

VI. Responsibilities of USDB Educators

- A. Perform according to the Utah Effective Teaching Standards under Board rule [R277-515](#).
- B. Honor the [USDB Employee Code of Conduct](#) and other USDB policies.
- C. Honor the following Communications Standards:

1. Educators shall respond to requests from USDB and communicate in good faith regarding business matters within a reasonable response time of one business day, including when school is not in session. Each contracted educator is responsible to provide reliable personal contact information for USDB for urgent business purposes prior to leaving work for the summer, including a valid phone number, email, and mailing address. An educator who will be unreachable due to summer travel or other unique circumstances shall provide USDB with an emergency contact in advance.
2. Educators shall communicate in good faith and cooperate with USDB regarding safety and environmental concerns in facilities occupied by educators, including reporting any conditions in writing that are unsafe, unhealthy or hazardous.
3. USDB educators are prohibited from disclosing confidential information to unauthorized persons.
4. Social Media Use
 - a) USDB educators are encouraged to use social media to share positive information about their respective USDB assignments with the public.
 - b) Social media use by USDB educators to disparage, criticize, or demean USDB programs, employees, administration, or the Utah State Board of Education is prohibited.
5. Electronic Communication with Students
 - a) Friending, following, linked profiles, audio or video phone calls, or otherwise connecting with USDB students using private social media services, messaging apps, blogs, vlogs, email, or other means of electronic communication is generally prohibited.
 - b) Exceptions may be approved in writing by the USDB superintendent or an associate superintendent, with the following limitations:
 - (1) The communication must be for bona fide school purposes only.
 - (2) The educator is required to receive written permission from a parent or guardian to communicate electronically with students, including permission to communicate outside of normal work hours if necessary.
 - (3) Electronic communication with a student must also include copies or invitations for the parent or guardian of the student whenever possible.
 - (4) The supervisor must be aware of electronic communications between an educator and a student or students.
6. These communication standards apply regardless of who owns the internet access, telephone, video phone, network service, or device used to interact with students.

D. Licensure

1. Each educator shall furnish official transcripts and evidence of valid licensure for his or her assignment to USDB on or before September 30 annually.
2. Each educator is responsible for compliance, verification, and maintenance of his or her valid Utah teaching credentials.
3. Each educator is responsible for maintaining current and accurate records of his or her teaching credentials in the state CACTUS system.

VII. Hiring Practices

- A. USDB shall notify all employees of open teaching positions.
- B. USDB shall actively recruit and hire fully qualified educators whenever possible.
- C. If a new educator under contract resigns after July 1, USDB may impose a penalty of up to \$1,000.00. The fee shall increase to \$1,500.00 after August 1. USDB shall include this language on each educator contract.

D. Retention - Letter of Intent (LOI)

1. By February 1 each year, USDB shall request an LOI from each educator.
2. USDB shall provide a form for the LOI, including notification of penalties for early contract termination.
3. Each educator shall submit his or her LOI to USDB on or before February 15 each year.
4. Failure to submit the LOI timely will be considered intent not to return for the coming school year, and the educator will be required to reapply for employment.
5. If an educator who previously indicated intent to return (through the LOI) resigns after July 1, USDB may impose a penalty of up to \$1,000.00. The fee shall increase to \$1,500.00 after August 1.
6. Educators who anticipate qualifying for a salary level increase in the coming year must indicate the intended increase as part of the current Letter of Intent to be eligible for the increase. USDB may award an exception to the LOI deadline for salary level increases due to mitigating circumstances, subject to availability of funds.

E. Provisional Status

1. All newly hired educators have provisional employment status.
2. A provisional educator must work for USDB at least a half-time for three consecutive years to obtain career educator status.
3. USDB may extend the provisional status of an educator up to two additional years, consistent with [UCA §53G-11-503](#).
4. A reemployed USDB educator who terminated employment with USDB in good standing shall receive provisional educator status for at least one year.

VIII. Employment Terms, Conditions, and Expectations

A. Days of Service

1. The standard educator contract is 183 days (1,372.5 total hours), including instructional days and educator work days.
2. The standard contract for an educator assigned as a PIP specialist is 1372.5 total hours (210 days).
3. Educators may work less than a standard contract or have additional days added to a standard contract.
4. Educators are responsible to notify their respective supervisors prior to an absence from any assignment, regardless of substitute arrangements.
5. New educators will be required to attend one (1) additional compensated day of orientation.
6. USDB will make a good faith effort to preserve 183 days of service when a school calendar is altered due to delayed starting dates, school closures, or other schedule disruptions.

B. Teaching Hours and Work Schedules

1. Work Schedules

- a) Typically, full-time educators work a minimum of 7.5 hours each contract day (37.5 hours per week).
- b) Typically, full time educators assigned as PIP advisors work a minimum average of 6.5 hours each contract day (32.5 hours per week).
- c) Educators shall have an uninterrupted duty-free lunch or break period of 30 minutes daily. This lunch break is not included in the 7.5 hours of work time.
- d) Daily educator work schedules are determined by USDB and may vary with individual assignments.

- e) Educators typically follow the school calendar for the campus where they are assigned unless otherwise approved.
 - f) USDB may require educators to attend scheduled faculty meetings.
 - g) USDB faculty and committee meetings should not exceed an average of one (1) per week for a maximum of two (2) hours. Unused faculty meeting time does not accrue to USDB.
 - h) Educators assigned to USDB campus programs shall arrive at their place of employment no later than twenty minutes before their scheduled duties begin with students and shall remain on campus no less than fifteen minutes after their scheduled duties with students end. Total daily work time must equal 7.5 hours.
 - i) Whenever possible, IEP conferences will be scheduled during normal educator contract time.
2. Preparation time
- a) The standard weekly schedule for each educator will include a minimum of five (5) hours of preparation time.
 - b) Preparation time is intended for both group and individual preparation and planning.
 - c) USDB may approve scheduled preparation times.
3. Educators may occasionally be required to participate in school activities and professional assignments, including:
- a) Supervising student activities such as parties, clubs, dances, student council,
 - b) Evening and weekend activities such as PIP family camps and conferences,
 - c) Bus duties,
 - d) Other special meetings.
4. Homebound and Hospitalized Students
- a) When a student requires after hours homebound or hospital instruction for a period of two (2) weeks or more:
 - (1) USDB will assign qualified service providers and educators to meet the educational needs of the child.
 - (2) Educators are paid at their hourly rate for work beyond normal contract hours.
 - (3) An educator who is not the regularly assigned classroom teacher of the student will receive 30 minutes of preparation time for every two (2) hours of instruction.
 - (4) Educator time includes travel and instruction.
 - (5) Mileage for approved personal vehicle use is paid at the [current state rate](#) to and from a student's home.
 - (6) An educator will not enter the home of a student unless a parent or another designated adult is present.
5. Overload Appeals
- a) An educator may petition USDB in writing for overload relief.
 - b) USDB shall convene a committee to review the petition for relief, including equal representation from both Parties.
 - c) The committee shall report findings to both Parties.
- C. Professional Learning
1. Educator supervisors shall discuss professional learning needs and goals with educators and shall provide professional learning activities and other resources to strengthen USDB educators.

2. Professional learning opportunities shall be designed with input from educational program directors, curriculum directors and educators.
 3. Professional learning activities will use USDB staff experts whenever possible as well as outside consultants.
 4. USDB may fund professional learning activities, subject to availability of funds.
 5. Professional learning occurs during regularly scheduled faculty meetings or at other times determined by USDB.
 6. Attendance at professional learning activities outside regular school hours is voluntary.
 7. USDB shall provide a substitute teacher for educators attending mandatory professional learning activities during the school day.
 8. USDB will arrange for the availability of academic credit from a university or for in-service credit from the Utah State Board of Education.
 9. Reasonable effort will be made to hold professional learning activities at convenient times and locations for educators.
 10. Conferencing technology will be provided for long distance professional learning activities.
 11. For mandatory USDB-wide activities, including professional learning activities, the following conditions apply:
 - a) Educators living more than 100 miles from the site will travel via public transportation, state vehicle, rental vehicle or carpool with other employees.
 - b) If an educator has no travel option besides a personal vehicle, USDB will reimburse mileage at the [standard rate](#) upon written approval of USDB.
- D. Accommodations for Educators
1. USDB will provide accommodations in accordance with [ADA](#).
 2. The educator is responsible to request accommodations at least two weeks prior to any activity and at least two-weeks prior to the first work day of each contract year for on-going accommodations.
- E. Creation of Accessible Materials
1. Teachers of those who are blind or visually impaired (TVIs) shall not be required to create braille or large print materials for USDB-provided curriculum or materials.
- F. Interpreting by USDB Educators
1. Interpreting services should be scheduled by USDB at least two weeks prior to an activity.
 2. An educator may have to interpret without reimbursement for incidental occurrences that directly involve students.
 3. An educator may be asked to interpret field trips which do not include guided tours.
 4. A USDB educator shall not interpret for any outside agencies or other interests that create a conflict of interest.

IX. Educator Work Assignments

- A. USDB shall consider the following with each assignment, reassignment, or transfer of an educator:
 1. Needs of students
 2. Educator quality, including teaching performance
 3. Areas of demonstrated competence
 4. Training, including licenses and endorsements
 5. Length of service at USDB
- B. Voluntary Assignments and Transfers
 1. Requests for a change in assignment or transfer for the following school year shall be

- submitted by an educator in writing to USDB with the Letter of Intent, before March 31.
2. Requests will be considered when assignments are made for the following year.
 3. USDB shall consider the preferences of the educator in good faith, as long as they do not conflict with the best interests of USDB students or staffing plans.
- B. Involuntary Reassignments and Transfers
1. The Parties acknowledge that involuntary assignment changes and transfers may be necessary from time to time.
 2. An educator shall not be transferred involuntarily without good cause.
 3. USDB shall first consider volunteers from among those affected. USDB may offer a monetary incentive for an educator to transfer when a need arises during the school year.
 4. Involuntary reassignments and transfers shall be made in the best interest of both the students and the educators, with priority given to student needs.
 5. USDB shall consider an educator's performance, training, credentials, and length of service with USDB.
 6. An educator who is involuntarily transferred or re-assigned will have first option to return to the position or location, if qualified.
 7. USDB educators who are involuntarily transferred or re-assigned shall be notified about open teaching assignments for which they are qualified.
 8. USDB educators involuntarily transferred or re-assigned shall have preference over educators seeking voluntary reassignment or transfer.
 9. The best qualified educator for a particular position shall receive priority, Seniority within USDB may only be considered when other qualifications are substantially equal.
 10. Procedure:
 - a) USDB shall notify the educator before the end of the school year if possible.
 - b) USDB shall provide reasons in writing for the reassignment or transfer and shall notify the educator in person and during contract time, if possible.
 - c) Upon request of the educator, the Parties will meet to discuss objections of the educator.
 - d) If an educator grieves an involuntary transfer, the transfer shall proceed, but the grievance procedure shall be completed as soon as possible.
 - e) If an educator prevails in a grievance, USDB shall offer a satisfactory assignment to the educator consistent with the qualifications of the educator.
 - f) USDB shall pay an educator \$400.00 for an involuntary transfer within the control of USDB with less than 45 calendar day notice.
 - g) Relocations that occur while an educator is not directly serving students shall be completed at least 3 weeks prior to the beginning of school or resumption of contract duties.
 - h) The move shall be completed within three (3) working days if the educator is scheduled to resume contract duties or if school is in session.
 11. For a position or location substantially different from the previous assignment, USDB shall provide the following assistance to involuntarily transferred or reassigned educators:
 - a) Boxes, tape, and packing supplies
 - b) Transportation of classroom furniture, equipment and supplies
 - c) Up to four (4) additional days compensation, subject to availability of funds.
- C. Special assignments including enrichment programs, expanded core camps, extended school year programs, in-service training, curriculum development, or other similar programs are not subject to this section of the Agreement.
- D. USDB will consider qualified USDB educators for special assignments before recruiting outside USDB.

X. Substitute Teachers

- A. This section applies to classroom educators only and may not apply to related service providers, PIP specialists, or itinerant educators.
- B. Educators who need sick leave will make a good faith attempt to notify their supervisors before 6:00 a.m. on the day of an absence.
- C. Educators shall request non-emergency leave at least one week in advance.
- D. Educators shall provide lesson plans and other pertinent information, including a class schedule, roll book, special duties such as recess duty, special medication, transportation duty, etc. for a substitute in advance.
- E. USDB is responsible to provide and select the most qualified and capable substitute teachers available.
- F. USDB may allow educators to recommend or arrange substitutes for their respective assignments.
- G. Educators shall immediately notify their respective supervisors if they arrange for a substitute.
- H. Educators approved by the program director and assigned to teach the daily class or caseload for an absent colleague in addition to their normal assignments will be paid a \$100 stipend for the entire day's service.

XI. Educator Compensation

- A. Consistent with [R277-531-5](#), the USDB Educator Salary Schedule shall be aligned to the educator evaluation system, and advancement on the salary schedule shall be primarily based on educator performance.
- B. The USDB Educator Salary Schedules are attached to this Agreement in Appendix A.
- C. Salary adjustments occur annually, consistent with [UCA §53F-7-301](#).
- D. Annual Legislative Request
 - 1. The Board shall annually calculate a weighted average salary adjustment (WASA) percentage for the USDB base salary schedule adjustment, according to the following process:
 - a) For each District, the prior year base salary adjustment percentage is multiplied by the total prior year FTE count
 - b) The amount calculated for each district in step (a) is then summed to provide a statewide total percentage.
 - c) The prior year FTE counts from each district are then summed resulting in a total prior year statewide educator FTE count.
 - d) The sum created in step (b) is then divided by the FTE count calculated in step (c), resulting in the WASA percentage.
 - e) The Board shall apply the WASA percentage to the current salary schedule to determine the cost to be submitted to the Legislature necessary to fund the salary schedule adjustment.
 - 2. In the following school year, USDB shall increase the educator salary schedule by applying the annual WASA base increase percentage to the median salary step or the 20 year step, whichever is greater, subject to funding being appropriated by the Legislature.
 - 3. Through this process, adjustments to the salary schedule, when funded, will be based on school district settlement data from two years prior.
- E. USDB will compensate eligible educators with the Educator Salary Adjustment defined in ([UCA §53F-2-405](#)), based on satisfactory performance and subject to legislative funding and accurate educator information in CACTUS. The Educator Salary Adjustment is included in the USDB salary schedule.
- F. An educator may be paid a flat fee stipend when given extra temporary duties or responsibilities.

- G. An educator may be paid a differential amount when accepting difficult to fill positions. USDB shall provide a list of “hard to fill” positions to USDBEA upon request.
- H. USDB may match a bona fide offer from another employer to recruit educators to fill critical positions.
- I. Newly hired educators receive \$2000 as an employment incentive bonus, subject to the following conditions:
 - 1. Bonus applies to licensed first time hires or licensed educators returning after separation for a minimum of two (2) school years,
 - 2. Bonus is paid in a lump sum after teaching credentials are verified and onboarding documentation is complete.
 - 3. An educator who does not complete the first year of employment will return a prorated share of the bonus to USDB.
- J. Experience
 - 1. A newly hired educator shall receive credit of one (1) step on the salary schedule for each year of previous experience as a licensed educator. A half year or more of credit shall be rounded up.
 - 2. Forty-five (45) working days or more with satisfactory performance qualify an educator for another step the following school year.
 - 3. PIP specialists receive credit for years in the Parent Infant Program when transferring to another USDB division.
- K. Educator Endorsements
 - 1. Educators with the proper endorsements for their assignments will be placed on the salary schedule consistent with their academic credentials and years of experience.
 - 2. Educators without the proper endorsements for their assignments will be placed on the salary schedule consistent with their academic credentials and years of experience, but will not be eligible for career educator status until completion of three (3) successful years of teaching at USDB and obtaining the proper endorsement.
 - 3. Educators without the proper endorsements may be employed without “reasonable expectation of continued employment.”
 - 4. Educators who are on-schedule to complete an endorsement, and who have satisfactory performance evaluations may be given preference for continued employment.
 - 5. An educator without a proper endorsement for his or her assignment may be required to reapply annually to continue employment.
- L. Micro-credentials
 - 1. USDB may approve micro-credentials and “stacks” of micro-credentials to improve student outcomes and expand the professional competencies and capacity of educators.
 - 2. Micro-credentials may also provide additional compensation opportunities for educators.
 - 3. USDB may require a direct nexus to an educator’s assignment for approved micro-credentials.
- M. Step Increases
 - 1. Career educators receive a one step increase for an effective or highly effective annual evaluation.
 - 2. Provisional educators receive a one step increase for highly effective, effective, or emerging/minimally effective annual evaluation.
 - 3. Educators receive 6 additional steps upon completion of an approved Master’s degree, subject to an effective or highly effective annual evaluation, consistent with [R277-531-5](#).
- N. Hourly Rate.
 - 1. The rate of pay for any assignment outside of the regular teaching contract will be computed as follows: $\text{Base Salary} \div 183 \div 7.5 = \text{Hourly Rate}$

- O. Payroll Deductions
 - 1. USDB shall deduct or facilitate the deduction of USDBEA dues from the salary of a USDB educator upon written request, consistent with [UCA §34-32-1](#).
 - 2. USDBEA shall provide an annual payroll deduction schedule to USDB for educator dues.
 - 3. USDB educators are responsible for submitting payroll deduction commencement requests and payroll deduction termination requests to USDB in writing.
- P. Contract Adjustments
 - 1. Adjustments will be made to contracts in the event of errors in the calculation of the salary. All corrections/adjustments must be made within the fiscal year in which the error was made.
 - 2. USDB will attempt to minimize any hardships that may be caused to an educator when salary corrections are made.
 - 3. From time to time an additional pay period will be added during a contract period to re-align the beginning of educator contracts more closely to the commencement of their contracted duties during the month of August. The annual contracted salary amount will be unaffected by the additional pay period.

XII. Educator Benefits

- A. General Leave Provisions
 - 1. USDB shall provide a system to maintain leave records for educators.
 - 2. Each educator is responsible to obtain permission to use leave prior to use. Exceptions may be approved for emergencies or other extenuating circumstances.
 - 3. Each educator is responsible to enter accurate leave information into the system upon approval of leave. Failure to do so may result in discipline.
- B. Sick Leave
 - 1. Accrual of Sick Leave
 - a) Each full-time educator shall be granted 75 (seventy five) hours of sick leave in advance at the beginning of each school year, based on ten 7.5 hour work days.
 - b) Sick leave shall accrue without limit.
 - c) If employment terminates, the value of advanced, unearned sick leave will be deducted from the salary accumulated by the educator.
 - d) Part-time educators accrue sick leave in proportion to time worked.
 - e) An educator on sick leave with pay shall continue to accrue sick leave.
 - f) Sick leave does not accrue for educators hired for emergency, hourly seasonal, or temporary assignments.
 - g) An additional four hours of sick leave shall accrue for every nine additional work days beyond a standard 183 day contract.
 - h) Sick leave does not accrue when an educator is absent on leave without pay status.
 - i) USDB shall maintain and provide sick leave balances for educators.
 - 2) Use of Sick Leave
 - a) A leave request shall be submitted to USDB through the approved process before the use of leave if possible.
 - b) USDB may require evidence of a health related need for approval of sick leave.
 - c) Sick leave may be used for preventative dental or medical care, but educators are encouraged to schedule appointments during non-teaching hours.
 - d) Sick leave may be used when an educator needs to care for the health of a spouse, a parent or a child.

- e) Sick leave may be used by an educator for the birth of their own child or for the adoption of their own child. Under these circumstances, the educator shall prepare comprehensive lesson plans and provide complete materials for a substitute teacher for the duration of the leave.
 - f) When sick leave is exhausted, USDB may grant leave without pay to an educator for illness (including immediate family members), childbirth, or child adoption.
 - g) Fraudulent or abusive use of sick leave may be considered grounds for discipline, up to and including termination.
- 3) Unused Sick Leave
- a) Compensation upon Termination or Retirement
 - i) An educator *separating or terminated* from USDB shall be compensated for unused pre-2006 and pre-2014 sick leave days at the rate of 1/183 of regular salary x .25 x number of sick leave days accumulated, not to exceed sixty (60) days. This formula will be adjusted for part-time educators.
 - ii) An educator *retiring* from USDB shall be compensated for unused pre-2006 and pre-2014 sick leave at the rate of 1/183 of regular salary x .25 x number of sick leave days accumulated, with no limitation on the number of unused pre-2006 and pre-2014 sick days.
 - iii) Sick leave earned during 2014 or afterward has no benefit upon termination or retirement.
 - iv) Upon reemployment, an educator shall accrue sick leave days as a new educator.
 - b) Health Insurance Paid with Sick Leave
 - i) **Pre-2006 Sick Leave.** After a 25% 401(k) contribution, all remaining hours may be used for paid health insurance (8 hours = 1 month of insurance), consistent with DHRM [Rule R477-7-6](#).
 - ii) **Pre-2014 sick leave.** After the 25% 401(k) contribution, all remaining hours are placed in the healthcare reimbursement program (HRA).

C. Catastrophic Sick Leave

1. Any educator may participate in a voluntary catastrophic sick leave bank maintained by USDB.
2. Only contributing educators are eligible to apply for catastrophic sick leave.
3. USDB shall offer annual enrollment for the catastrophic sick leave bank to educators.
4. Participating educators contribute at least one (1) day of sick leave to the bank each year, prior to September 15 or within two (2) weeks of hire, in writing.
5. USDB educators are not eligible for the [USDB catastrophic leave policy](#) provided by the Board to other USDB employees.
6. Only severe, extended illness and catastrophic medical problems will be eligible for catastrophic leave. Life threatening illness or severe accidents requiring extended recovery periods will be given first priority. Routine illness or short-term medical conditions do not qualify.
7. Catastrophic sick leave may only be requested when all other sick and personal leave is exhausted.
8. Catastrophic sick leave shall be requested in writing to USDB and must include the following information:
 - a) A description of the catastrophic need
 - b) Verifiable evidence of the nature and severity of the catastrophic need
 - c) An anticipated recovery date

- d) The number of sick leave days requested.
- 9. Catastrophic Sick Leave committee
 - a) An appointed administrative committee reviews educator requests for catastrophic sick leave.
 - b) The committee consists of the following members:
 - (1) One (1) administrator and one (1) HR staff member
 - (2) One (1) educator chosen by the educator.
 - c) After review, the committee shall either approve the request, approve only a portion of the requested leave, or shall deny the request.
- 10. Catastrophic leave shall not exceed sixty (60) days per school year.
- D. Bereavement Leave
 - 1. Upon request, USDB may approve:
 - a. Up to four (4) working days of paid leave for the death of a spouse, child, parent, parent-in-law, sibling, grandparent, grandchild, or another individual residing in the home of the educator.
 - b. Up to three (3) working days of paid leave upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's grandparent.
 - c. Additional days may be approved for unusual circumstances.
- D. Professional Leave
 - 1. Upon written request, USDB may approve leave for professional improvement.
 - 2. Professional leave is generally limited to two (2) days per school year. Additional days may be granted if needed.
 - 3. A request for professional leave shall be submitted at least two (2) weeks in advance and shall include the time, place, objectives and reason for the request.
 - 4. USDB may require a written evaluation and presentation to the faculty upon return.
- E. Personal Leave
 - 1. Each certified educator shall accrue two (2) days leave per year for personal reasons without loss of pay.
 - 2. Unused personal leave shall accrue without limit.
 - 3. Educators may use up to ten (10) days of accrued personal leave in any school year.
 - 4. If personal leave is exhausted, an educator may request up to two (2) additional personal leave days. If approved, the educator will pay his or her daily rate per day.
- F. Leave of Absence
 - 1. Leave of absence for up to twelve (12) months without pay may be granted by USDB for an educator who intends to return in good faith to employment with USDB.
 - 2. The leave must be requested in writing in advance.
 - 3. Insurance benefits may continue during the leave if the educator pays the USDB portion of the insurance premium.
 - 4. USDB may approve a part time return from a leave of absence at its discretion.
 - 5. Upon return from an approved leave of absence:
 - a. USDB shall assign the educator to the same or an equivalent position, subject to availability.
 - b. USDB shall consider the assignment preference of the educator.
 - c. The educator shall receive the same step and lane of the salary schedule as before the leave of absence.
 - d. An educator who declines the same or an equivalent position forfeits the expectation of continued employment with USDB.
- G. Military Leave
 - 1. USDB shall provide leave for any educator on official military orders.

2. Military leave shall not exceed fifteen (15) regularly scheduled working days per year.
 3. No leave may be claimed for non-contract days spent in training.
- H. Family and Medical Leave (FMLA)
1. USDB shall fully comply with [FMLA](#).
- I. Judicial Leave
1. Educators receive paid leave when they are required by subpoena or other means to appear as a witness for the federal government, the State of Utah, or a political subdivision thereof, or are called to serve on a jury or as a witness in a grievance/hearing.
 2. The educator shall notify USDB immediately of the need for Judicial Leave.
 3. USDB may require evidence of the need for Judicial Leave.
 4. Educators are not required to remit compensation from the court to USDB.
 5. Judicial leave may not be used for the personal litigation of an educator.
- J. Insurance
1. USDB educators are eligible for all [insurance benefits](#) available to employees of the State of Utah.
- K. Retirement Benefits
1. USDB educators are eligible for [retirement benefits](#) offered by Utah Retirement Systems (URS).
 2. USDB may approve an early retirement incentive separate from the retirement policies of the URS for educators prior to age 65 who were hired prior to July 1, 2012, consistent with the [Board Early Retirement Incentive Policy](#).
 3. Applications for the early retirement incentive must be submitted to USDB no later than June 1.
 4. Disability and Retirement. USDB will continue to pay its share of the insurance premiums during the waiting period until disability payments begin for an educator who retires under a long-term disability.

XIII. Educator Performance

- A. Annual Expectations. Each educator, upon accepting employment or at the beginning of the evaluation process, shall be informed about the evaluation criteria in this Agreement and criteria specific to his or her performance.
- B. Responsibility for Performance. Each educator is responsible for his or her performance, including use of any resources provided by USDB, and for improvement in any designated area(s) of deficiencies.
- C. Fleet vehicle tracking devices data shall not be used for the purpose of educator performance evaluations.
- D. Educator Mentors
 1. This section may not apply to some related education service providers.
 2. USDB shall assign a mentor to provisional educators for professional growth, consistent with the Early Years Enhancements ([EYE](#)) requirements, [R277-522-3](#) and [UCA §53E-2-302](#).
 3. Where possible, the mentor shall be a career educator who performs substantially the same duties as the provisional educator and has at least three years of educational experience.
 4. The mentor may not serve as an evaluator of the provisional educator.
 5. An educator who is assigned as a mentor shall receive compensation for those services in addition to the educator's regular salary.
 6. USDB shall provide a mentor to an educator during the first year of employment,

regardless of previous experience.

7. USDB may assign a mentor to any educator at its discretion or upon request.

E. Summative Evaluation

1. This section may not apply to some related education service providers.
2. USDB shall appoint qualified individuals to conduct summative evaluations, consistent with ([UCA §53G-11-508](#)).
3. USDB shall provide training and preparation for the evaluation process with educators at least 15 days prior to the first educator evaluation. Evaluations may not occur prior to the training.
4. Provisional educators, educators on a Plan of Assistance (POA), and probationary educators shall be evaluated at least twice each school year.
5. Career educators shall be evaluated at least once each school year.
6. First observations should generally occur before December 1 each year, with at least one week advance notice.
7. Within 15 days of the observation USDB will review written feedback with the educator and determine if another observation is required for career educators. This decision does not preclude USDB from conducting additional observations at any time during the school year.
8. Second observations shall occur before January 20 for career educators.
9. USDB will discuss written observation feedback with the educator within 15 days of the second observation.
10. If the performance was unsatisfactory during the second observation, a POA shall be developed within 15 days of the post observation conference to identify specific areas needing improvement.
11. An educator who is not satisfied with the results of a summative evaluation may submit a written response to any part of the evaluation and may request a review of the evaluation within 15 days after receiving the written evaluation.
12. Consistent with [UCA §53G-11-508](#), if a review is requested, USDB shall appoint a certified rater not employed by USDB to review the evaluation procedures and make recommendations regarding the educator's summative evaluation.
13. An educator's performance shall be considered satisfactory unless an observation and written evaluation indicate otherwise.
14. The Parties shall allow reasonable flexibility of these evaluation deadlines for extenuating circumstances.

F. Performance Improvement Efforts

1. This section may not apply to some related education service providers.
2. Performance improvement efforts are intended to help an underperforming educator meet educator performance standards in a non-disciplinary, non-punitive manner.
3. Verbal: A supervisor may discuss areas of concern with an educator.
4. Written: A supervisor may issue a written warning discussing areas of concern along with specific recommendations for improvement.
5. A written warning is a non-disciplinary, non-punitive directive intended to improve or correct behavior or performance.
6. A written warning will be removed from the educators file after three years with no recurrences, upon request.
7. A Written Plan of Assistance (POA):
 - a) A POA may be developed and implemented any time during the school year, and is considered non-punitive.
 - b) A POA shall include:

- (1) Up to five specific, measurable, and actionable deficiencies;
 - (2) The available resources or other support from USDB that will be provided for improvement; and
 - (3) A recommended course of action to improve educator performance;
 - (4) The time allotted for improvement of each deficiency, up to 120 school days.
 - (5) Consistent with [UCA §53G-11-514](#), certain leave situations may extend a POA.
- c) Upon satisfactory evaluation or adequate improvement, documentation of a successful POA completion will be placed in the educator's file.
 - d) If there are no further performance issue(s) within a three (3) year period the documentation will be removed.
 - e) If remediation through a POA is unsuccessful, subsequent action will be in accordance with termination procedures in [UCA§53G-11-513](#) and the orderly termination process described in this Agreement.
 - f) If the educator receives an unsatisfactory performance review for the same deficiency within a three year period, USDB may elect to not renew or terminate the career employee's contract. Consistent with [UCA §53G-11-514](#), offering another improvement plan is not required.
8. Non-punitive performance improvement efforts may only be grieved up to the USDB Superintendent.

XIV. Personnel Records

- A. USDB personnel files are confidential, subject to applicable law.
- B. An educator may review the contents of his or her personnel files at any time.
- C. An educator may authorize another person in writing to have access to his or her personnel file.
- D. Disciplinary Material
 1. USDB shall provide an educator with written information relating to his or her conduct or performance before it is placed in his or her personnel file.
 2. The educator shall acknowledge in writing that he or she has had the opportunity for review.
 3. An acknowledgment of review does not indicate agreement with the content of the material.
 4. The educator shall be permitted to attach his or her comments related to the information.
- E. Removal of Unfavorable Information
 1. Upon request, unfavorable performance or conduct information shall be removed from a USDB educator's personnel file after a period of three (3) years if no other related unfavorable information has been added to the file.
 2. The educator may request to be present when the information is removed from the file.
- F. An educator shall be informed in writing of any formal complaints to USDB that may be used in his or her evaluation.
- G. False or misleading information shall be removed from an educator's personnel file immediately upon discovery.
- H. Educators shall comply with a written request from USDB for documentation and other information. A request shall clearly state its purpose, and USDB will send a timely, written confirmation of receipt to the educator.

XV. Educator Investigations

- A. HR representatives are available to any educator for informal conferences to discuss job

- performance or workplace concerns.
- B. If the HR representative determines the matter should be resolved by a supervisor or an Associate Superintendent, the matter will be referred accordingly.
 - C. When the HR representative determines that any concern requires a formal investigation, the HR representative or another trained investigator will immediately begin or organize the investigation.
 - D. A qualified HR representative will oversee all employee investigations.
 - E. As needed, a supervisor or an Associate Superintendent will be informed and assist in the investigation.
 - F. During an investigation an educator may be suspended with or without pay, consistent with [UCA§53G-11-513](#).
 - G. A final written report of the investigation will be provided to the Superintendent.
 - H. Improvement efforts or disciplinary action may follow an investigation.

XVI. Educator Discipline

- A. Unlike performance improvement efforts, discipline is punitive and may be grieved beyond the Superintendent to the Board if necessary.
- B. An educator subject to disciplinary action may have representation in any meeting or conference to which they are invited or required to attend with respect to the disciplinary action.
- C. An educator may not avoid or postpone a meeting or a conversation with a supervisor based on his or her inability to arrange for representation, but they may continue a discussion when representation is available.
- D. USDB may initiate educator discipline for any of the following causes:
 - 1. Unsatisfactory or insufficient work performance, consistent with this Agreement.
 - 2. Unprofessional conduct in violation of the basic expectations for all employees and does not require remediation ([UCA §53G-11-501](#)). Examples include, but are not limited to the following:
 - a) Noncompliance with the items outlined in Board rules, USDB Policies, [R277-515 Professional Educator Standards](#), the [USDB Employee Code of Conduct](#), or this Agreement;
 - b) Failure to maintain skills and adequate performance levels
 - c) Expired license or lack of proper credentials
 - d) Insubordination to the direct instructions of a superior;
 - e) Theft or misuse of school property;
 - f) Any incident involving intimidation, physical harm, or threats of physical harm against others;
 - g) Conduct, on or off duty, which creates a conflict of interest with the public responsibilities of an employee or which impacts the ability of an employee to perform job assignments;
 - h) Dishonesty.
 - 3. Retaliation by an educator for discipline shall be cause for additional discipline, up to and including termination.
- E. Methods of Discipline
 - 1. Written Reprimand:
 - a) A written reprimand is issued by USDB which details specific conduct and warns the employee that additional discipline may apply, up to and including termination.
 - b) A written reprimand is active for a three-year period and may remain in the employee's personnel file.

- c) At the end of a three year period with no recurrences, the educator may request the removal of a written reprimand from his or her file.
- 2. Suspension
 - a) USDB may suspend an educator when it appears the continued employment of the individual may be harmful to students or to USDB.
 - b) Written notice of suspension shall include findings of fact made by USDB and shall be provided to the educator.
 - c) Suspension with pay
 - (1) A suspended educator will continue to be paid until USDB determines the infraction justifies termination
 - (2) Upon termination, the educator shall be responsible for the return of all salary and benefits received back to the initial suspension date.
 - d) Suspension without pay
 - (1) Consistent with [UCA§53G-11-513](#), an educator may be suspended without pay if the allegations against the educator are most likely true and will result in termination.
 - (2) If termination is not subsequently ordered, the educator shall receive back pay for the period of suspension without pay.
- 3. Probation
 - a) USDB shall provide continued assistance to a probationary educator.
 - b) Upon satisfactory evaluation or adequate improvement, probation status may be removed.
 - c) Probationary documentation may be eliminated from the educator's personnel file if no further performance issues occur within three years.
 - d) If a probationary educator does not make sufficient improvement, USDB may implement termination procedures.
- 4. Termination for Cause
 - a) USDB may terminate the contract of a provisional educator for any reason, with or without cause, and without Orderly Termination procedures.
 - b) USDB is subject to the educator orderly termination procedures for career educators, consistent with [UCA §53G-11-513](#) which provides due process, including the right to a fair hearing and sufficient notice.
 - c) Written notice of termination for cause shall include findings of fact and shall be provided to the educator.
- 5. Termination procedure for provisional educators
 - a) USDB shall consult with the HR department.
 - b) USDB shall notify a provisional educator at least 60 days before the end of the educator's contract term if USDB does not intend to offer a subsequent contract.
- 6. Termination procedure for career educators
 - a) USDB shall consult with a qualified HR representative.
 - b) Consistent with [UCA §53G-11-5](#), USDB shall warn the educator and disclose conduct or performance concerns prior to termination or contract non-renewal.
 - c) A Notice of Intent to Terminate:
 - (1) Shall give notice to the career educator at least 30 calendar days before the effective date of termination.
 - (2) Shall state the specific reasons for termination.
 - (3) Shall be served personally or by certified mail to the last known address.
 - (4) Shall state the date of termination.
 - (5) Shall advise the career employee of his or her right to a fair hearing and

that the fair hearing is waived if not requested within 15 calendar days after receipt of the notice.

- (6) Shall state that failure of the employee to request a hearing in writing to USDB constitutes a waiver of that right and USDB may proceed with termination without further notice.

7. Hearings for Contract Termination.

- a) A career educator is entitled to a hearing upon written request to USDB within 30 calendar days of the receipt of notice of termination.
- b) The State Board of Education may appoint a hearing officer consistent with [UCA §53G-11-515](#), or
- c) The Parties may jointly appoint a panel of hearing examiners as follows:
 - (1) Each party shall recommend one (1) person to serve on the hearing panel.
 - (2) Within five (5) days of accepting the recommendation, the two (2) recommended examiners shall recommend an additional examiner.
 - (3) If the two original examiners are unable to jointly recommend a third examiner within five (5) days, the President of the USDBEA and the USDB Superintendent shall jointly recommend a third examiner.
- d) The hearing panel shall not engage in *ex parte* communication with either party.
- e) An interpreter shall be furnished upon request, consistent with [UCA §78B-1-201\(4\)](#).
- f) A hearing is not investigative in nature.
- g) Evidence and testimony disclosed during a hearing is confidential and panel members and other participants are prohibited from discussing the proceedings outside the hearing.
- h) The hearing is informal to allow a full and complete disclosure. Formal courtroom rules of evidence do not apply.
- i) At the hearing, an educator may:
 - (1) be represented by counsel,
 - (2) produce witnesses,
 - (3) hear the testimony against the educator,
 - (4) cross examine witnesses, and
 - (5) examine documentary evidence.
- j) Any probative evidence will be admitted unless it is totally irrelevant or repetitious.
- k) Hearsay evidence is admissible but the panel's final decision must be based on all credible evidence and not merely on hearsay evidence alone.
- l) Panel members are free to ask questions at any time.
- m) Documentary evidence may be introduced at any time during the hearing subject to the chair's ruling on admissibility.
- n) A hearing may be recorded if both Parties agree.
- o) Both Parties share the costs of a hearing equally, according to the following guidelines:
 - (1) Expenses are limited to per diem, travel, telephone calls, and an interpreter if necessary.
 - (2) Examiners shall not be compensated for participation on the hearing panel.
 - (3) USDB shall provide any necessary clerical or recording services. A certified court reporter may be used.
 - (4) USDB shall provide any necessary written documents.

- (5) Additional expenses must be approved by both Parties in advance.
- p) Hearing Procedure
- (1) A hearing begins by the panel appointing one of the examiners as the chair for the hearing.
 - (2) The chair calls the hearing to order, directs the course of the hearing, and is generally responsible to see the hearing proceeds in an orderly, expeditious and fair manner.
 - (3) Order of presentation of evidence:
 - (a) Opening statement by USDB.
 - (b) Opening statement by the educator.
 - (c) USDB witnesses (direct, cross, redirect and recross examination), testimony, and documentary evidence.
 - (d) Educator witnesses (direct, cross, redirect and recross examination), testimony and documentary evidence.
 - (e) USDB closing argument.
 - (f) Educator closing argument.
 - (4) The hearing panel may question or seek clarification from either party.
 - (5) The hearing panel may deliberate privately or openly with both Parties present before making a decision.
 - (6) Within five (5) working days after the conclusion, the panel shall deliver a written decision to both Parties, including:
 - (a) A final decision by a majority vote to either approve or reject the appeal of the educator.
 - (b) Any relevant findings of fact.
- q) The final decision of the Board, the hearing officer, or the appointed panel regarding the employment of the educator is binding upon both Parties, subject to judicial review.

XVII. Educator Grievances

- A. The purpose of the grievance procedure is to secure, at the lowest possible level of administration, fair and equitable solutions to problems which may arise between an educator and USDB. To facilitate this purpose, these proceedings shall be as informal and confidential as reasonably possible during each step.
- B. The grievance process must begin within 20 days from the event or from knowledge of the event giving rise to the grievance. An educator may not submit a grievance more than one year after the event giving rise to the grievance. (See §67-19a-401(5)(a) and (b))
- C. Matters of termination shall be handled according to [UCA §53G-11-5](#) (Orderly Termination Act), and not through the grievance process.
- D. An educator may have representation during the grievance process, at the expense of the educator.
- E. A grievance shall include both a complaint and a requested resolution.
- F. The timelines prescribed in the grievance process may be extended by written, mutual agreement by both Parties.
- G. Grievance Process
 1. **Step 1 - Supervisor.** The educator submits a written grievance to his or her supervisor, who has 5 days to respond in writing.
 2. **Step 2 - Associate Superintendent.** If the educator is not satisfied with the written response of his or her supervisor, or if no response is received from the supervisor in Step 1, the educator may submit the grievance in writing to his or her respective Associate

within 10 days from the receipt of the written response or from the date that a response was due, whichever is first. The Associate Superintendent has 5 days to respond in writing.

3. **Step 3 - USDB Superintendent.** If the educator is not satisfied with the written response from the Associate Superintendent in Step 2, or if no response is received within the time limit, the educator may submit the grievance in writing along with the response of the Associate superintendent to the USDB Superintendent within 10 days of the receipt of the response or at the expiration of the time limit for a response. The Superintendent or his or her designee shall either respond in writing or conduct a hearing within 10 days of the receipt of the written appeal. If a hearing is conducted the Superintendent or his or her designee shall provide a written decision within 10 days of the hearing to the grievant with a copy to USDBEA upon written request of the grievant.
 4. **Step 4 - Board.** If the grievance is not resolved at step 3, or if no disposition is received within the time limits, the educator may appeal to the Board in writing within 10 days of the receipt of the Superintendent's decision or the expiration of the time limit. The Board will hold a closed session hearing within 45 days following receipt of the written grievance and all written information related to the grievance. The Board shall provide a written decision to the educator within 20 days of the hearing. A copy of the decision shall be provided to USDBEA upon request of the educator. The Board's decision to consider the matter is final, subject to judicial review.
- H. Neither USDB nor its agents may retaliate in any manner against any educator for submitting or participating in any aspect of a grievance.
- I. Nothing in this process shall limit the right of USDB or the grievant to judicial review.

XVIII. Voluntary Separation by Educator

- A. An educator who terminates a contract mid-year shall submit a letter of resignation to USDB no less than 45 calendar days before the proposed termination date.
- B. USDB may relieve the educator from his or duties before the declared termination date.
- C. Failure of the educator to comply with the 45 day notice requirement may incur a financial penalty of up to \$1,500.00 to be deducted from the educator's earnings.

XIX. Reduction in Force (RIF)

- A. Reduction In Force (RIF) procedures may be necessary when changes in funding, programs, or services levels require the elimination of an educator position. Contract termination or nonrenewal may result from:
 1. Declining student enrollments.
 2. Discontinuation of a service program.
 3. Shortage of anticipated revenue after the budget has been adopted by the Legislature.
 4. School consolidation.
- B. When possible, a RIF will be handled through normal attrition, reorganization, or transferring an educator to a vacant position rather than the use of involuntary separation.
- C. USDB will classify educators into "competitive geographic or other program work group areas" that will be affected by a RIF to minimize the agency-wide disruption of established work assignments .
- D. RIF Procedures
 1. The Parties will meet to discuss the situation at least 5 business days prior to announcement of a RIF
 2. Within 3 business days of this meeting, USDBEA will provide written feedback regarding the proposed competitive areas and groups.

3. USDB will carefully assess all pertinent qualifications of the affected educators, including but not limited to: performance, modality, discipline, qualifications, credentials, and seniority.
4. USDB will prioritize educators according to performance and qualifications and student needs.
5. If a choice must be made between two or more educators determined to be equally qualified the educator with the greatest full time seniority without a break in service at USDB shall be retained, consistent with [UCA §53G-11-516](#).
6. If the seniority is the same, the original hire date shall be used as a secondary determination.
7. USDB shall inform educators who are affected by the RIF of other available positions with USDB.
8. If an educator accepts a position that is not equivalent to his or her position before the RIF, benefits and wages will be adjusted accordingly.
9. Notice of RIF
 - a) USDB will give 30 calendar days written notice of a RIF to affected educators.
 - b) This notice shall be served by personal delivery or by certified mail with return receipt requested addressed to the individual's last known address.
 - c) The notice shall include:
 - (1) the date of termination
 - (2) The reason for the RIF
 - (3) The benefits to which the educator is entitled
 - (4) The effects upon state benefits (insurance, retirement, leave credits, etc.)
 - (5) The educator's rights to future employment, and
 - (6) the manner in which notification will be made
10. If a RIF results in a transfer, USDB will notify the educator in writing.
11. Any educator who does not accept the transfer will be terminated and placed on the recall list.
12. USDB will maintain an official recall list.
13. Rights to Future Employment
 - a) Terminated educators will be notified of future openings for a period of twelve (12) months following a RIF.
 - b) The educator is responsible to notify USDB of any change of contact information.
 - c) Terminated educators on the recall list with the appropriate credentials will be offered positions as they come open.
 - d) If the terminated educator does not accept an available position, the educator will remain on the recall list.
 - e) USDB may openly recruit if no appropriately credentialed educator on the recall list accepts an open position.
 - f) Educators rehired from the recall list following a RIF will be placed on the salary schedule where they were before the RIF, and USDB shall restore any unused personal leave from before the date of termination.
 - g) An educator who is affected by a RIF may appeal in writing, based on improper application of the RIF policy.

XX. Approvals

A. USDB Superintendent



Date 7/19/2021

B. USDBEA President

 Date 7/19/2021

C. This Agreement was ratified by the membership of USDBEA on the _____ day of _____, 2021.

D. This Agreement was approved by the Utah State Board of Education on the _____ day of _____, 2021.

2021-2022 USDB Educator Salaries

STEP	SALARY with ESA (\$4,200)	SALARY without ESA (\$4,200)
A	\$51,290	\$47,090
B	\$52,190	\$47,990
C	\$53,090	\$48,890
D	\$53,990	\$49,790
E	\$54,890	\$50,690
F	\$55,790	\$51,590
G	\$56,690	\$52,490
H	\$57,590	\$53,390
I	\$58,490	\$54,290
J	\$59,390	\$55,190
K	\$60,290	\$56,090
L	\$61,190	\$56,990
M	\$62,090	\$57,890
N	\$62,990	\$58,790
O	\$63,890	\$59,690
P	\$64,790	\$60,590
Q	\$65,690	\$61,490
R	\$66,590	\$62,390
S	\$67,490	\$63,290
T	\$68,390	\$64,190
U	\$69,290	\$65,090
V	\$70,190	\$65,990
W	\$71,090	\$66,890
X	\$71,990	\$67,790
Y	\$72,890	\$68,690
Z	\$73,790	\$69,590
AA	\$74,690	\$70,490
BB	\$75,590	\$71,390
CC	\$76,490	\$72,290
DD	\$77,390	\$73,190
EE	\$78,290	\$74,090
FF	\$79,190	\$74,990
GG	\$80,090	\$75,890
HH	\$80,990	\$76,790
II	\$81,890	\$77,690
JJ	\$82,790	\$78,590
KK	\$83,690	\$79,490
LL	\$84,590	\$80,390
MM	\$85,490	\$81,290
NN	\$86,390	\$82,190
OO	\$87,290	\$83,090

NEW HIRES

- 1 step per year of teaching experience
- \$2,000 first year hiring bonus

PROFESSIONAL LEARNING

- 6 additional steps for a related Master's degree
- 3 additional steps for completion of the USDB micro-credential stack

ANNUAL INCREASES

- 6.79% base increase for 2021
- Base increase applied to median salary (step V)
- Step increases based primarily on performance, consistent with R277-531
- 1 step for effective or highly effective educators
- 1 step for minimally effective educators with >3 years experience