NEGOTIATED AGREEMENT

between the

TOOELE COUNTY SCHOOL DISTRICT

and the

TOOELE EDUCATION ASSOCIATION

2025-2026

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BOARD OF EDUCATION
Melissa Rich, President Robert Gowans, Vice President
Members: Todd Thompson, Scott Bryan, ValaRee Shields, Emily Syphus, Elizabeth Smith
Dr. Mark Ernst, Superintendent Lark Reynolds, Business Administrator

2025-2026 NEGOTIATED AGREEMENT
between the
TOOELE COUNTY SCHOOL DISTRICT
and the
TOOELE EDUCATION ASSOCIATION
July 1, 2025, through June 30, 2026

The Tooele Education Association and Tooele County School District have negotiated the following items for the school year 2025-2026:

- **Salary:**
  - $1,446 Legislative Increase
  - One step increase ($1000)
  - $102 TSSA increase

  TOTAL: $2,548.00

- **Benefits:**
  - 5.6% increase to the employee's insurance premiums

Melissa Rich
President, Board of Education

June 10, 2025
Date

Rebecca Hall
President, Tooele Education Association

4.10.25
Date

Article 1
DEFINITIONS

1.1 Association.
The term Association shall mean the Tooele Education Association.

1.1.1 Association Representative (AR).
The term Association Representative shall mean the duly elected representative(s) to the Tooele Education Association elected by the TEA members in that school.

1.2 Board.
The term Board shall mean the Board of Education of the Tooele County School District or its designee.

1.3 District.
The term District shall mean the Tooele County School District.

1.4 Educator.
The term Educator shall mean a certified employee of the Tooele County School District.

1.5 FTE.
The term FTE shall mean a full-time equivalent educator.

1.6 Grievance.
The term Grievance shall mean a complaint by a provisional or career educator in the District that there may have been a violation, misinterpretation, or inequitable application of any provision of District Policy or the provisions of the negotiated agreement between the District and TEA.

1.7 Grievant.
The term Grievant shall mean the provisional or contract Educator of the Tooele County School District who has brought a grievance to the Association or his/her direct supervisor.

1.8 School Year.
The term school year shall mean the period established by the official nine-month calendar adopted by the Board of Education. The number of days that educators work is a term and condition of employment.

1.8.1 Calendar.
Every school shall meet the standard of 990 hours/180 days of instructional time established by the State Board of Education.

1.9 Superintendent.
The term Superintendent shall mean Superintendent of Schools of the Tooele County School District.

1.10 Year of Service.

The term year of service shall mean service by an educator regularly employed in any one year for the number of days equal to one-half the school year.

Article 2
CONTRACTUAL EFFECT

2.1 Binding Agreement.

The Board and Association have entered into this agreement to establish certain terms and conditions of employment for the District's educators. The parties understand that this agreement binds the educators, the Association, and the Board. This agreement cannot be changed by unilateral action of either party, and District policies, procedures, and practices shall conform to the express terms of the Professional Agreement. Any amendment to or waiver of this agreement must be in writing and signed by both the Board and the Association. The Professional Agreement will be deemed part of each Educator's contract unless that contract explicitly states to the contrary. The District shall provide the Association with a report of provisional contracts on an annual basis.

2.2 Alterations of Agreement.

Changes in any section of this agreement (basic rules, policy, administrative items) shall be made only through established negotiation procedures, not by either a unilateral decision by the parties or by an informal agreement between administrators and officers or agents of the Association. Changes shall prevail until new agreements are made. Dissatisfaction in the administration of the provisions of this agreement will be manifested and processed through the grievance procedure. During the process of negotiations, if an impasse is reached, the issue in dispute shall be settled in any manner agreeable to both parties. When an agreement cannot be reached, it shall be submitted to the Board.

2.3 Duration.

The provisions of this agreement will be effective upon ratification of the parties and will continue and remain in full force and effect until a successor Agreement is obtained. Any provision of this agreement may be renegotiated at any time upon mutual request of the Board and the Association. If either party does not wish to renegotiate the item, it shall become an item for negotiation at the first formal negotiations session.

2.4 Code of Ethics.

It is agreed that codes of ethics exist for the parties and such codes are the basis for actions not covered by this agreement.

Article 3
ASSOCIATION RIGHTS

3.1 Exclusivity.
The rights and privileges of the educators' organization and its representatives as set forth in this Article shall be granted only to the Tooele Education Association as the exclusive representative of all educators.

3.2 Exclusive Representation.
The Board recognizes the Tooele Education Association and its executive officers as the exclusive representative of all educators. Any individual educator or group of educators shall have the right at any time to present grievances to the Board. No educator shall suffer any reprisal by the District for engaging in lawful Association activities or exercising their constitutional rights.

3.3 Association Use of Buildings.
The Board grants the Association the use of District buildings for Association meetings and membership drives. These meetings shall be without cost and shall include the use of faculty rooms, classrooms, auditoriums, and multi-purpose rooms. These meetings may not interfere with the school's normal operation where educators are working with students and shall follow all other District policies. Association officers or their designees may visit schools but shall give notice to the Principal of the school of the visit. These visits may not interfere with the normal operation of the school where educators are working with students.

3.4 Association Use of Facilities.
The right of the Association to place notices, circulars, and other materials on designated bulletin boards and in educators' mailboxes shall be the exclusive right of the Tooele Education Association. Authorized representatives of the Association shall assume responsibility for the posting or distributing of material for the Association as well as removing expired notices. When appropriate, such materials shall be signed.

3.5 Communications.
Association communications and other materials disseminated using District bulletin boards, mail, or other means of District communication shall be clearly identified as Association materials. The District shall annually post the Professional Agreement between the Association and the District on the District network. The District shall publish an agreed-upon number of the Professional Agreement at District expense to be used by TEA.

3.6 Academic Freedom.
Academic Freedom is a vital part of an effective school system. The District and the Association acknowledge the fundamental need to protect educators from censorship or restraint, which might interfere with the performance of their professional duties. Accordingly, educators may freely plan and carry out classroom presentations, introduce materials relevant to the course, and conduct an appropriate discussion. When doing so, educators shall comply with their professional obligations in regard to state law, District and state school board policy, and disclosure documents.

3.7 Released Time for Association.

Tooele County School District shall allow Tooele Education Association up to 10 days of association leave before requiring reimbursement from the Association (53A-3-425: Association Leave).

3.7.1 President. The President of the Association shall be entitled to attend all District Leadership Meetings at his/her discretion. The District shall pay substitutes required during leave under this provision.

3.7.2 Release Time for TEA Officers. The District shall allow the Association's officers to conduct duties that have a direct and beneficial effect upon the District and assist the Board in its responsibility to promote education and the welfare of its patrons, students, and employees.

3.7.3 Paid Leave Restriction. The Association shall reimburse the District the cost of paid Association leave for activities that do not directly benefit education to the District. During the hours of paid Association leave, no school district educator may engage in political activities, including (1) actively campaigning for candidates for public office in partisan and nonpartisan elections; (2) fundraising for political organizations, political parties, or candidates.

3.8 New Educators.

At the annual District meeting for new educators, a time will be set aside for the Association to address and enroll new educators.

3.9 Financial Issues.

The Association shall meet with the District administration approximately every six weeks to discuss financial issues of the school district.

Article 4
NEGOTIATIONS

4.1 Negotiations Scope.
The Tooele County Board of Education shall adopt a salary schedule annually and shall revise the schedule from time to time in order to be in a competitive position to attract and retain professional personnel to carry out the educational program of the District.

4.2 Initiating Negotiations.
Written requests for negotiations between the District and the Association may be submitted at any time by either party on matters concerning teacher salaries, wages, working conditions, or matters that the parties mutually agree to negotiate.

4.3 Agents for Professional Personnel.
The Board of Education shall recognize the executive officers of the TEA or their designee as the bargaining agents for the professional personnel of the District as long as such persons are employees of the Tooele School District and members of TEA. The TEA may be assisted by any of its staff members. The District agrees to provide all information necessary to the officers of the Association to ensure fair, expeditious, and collaborative negotiations.

4.4 Meetings.
Negotiations shall be conducted annually at times and places mutually agreeable to the persons named by each party. Negotiations should commence no later than April 1 unless a later date is mutually agreed upon.

4.5 Negotiations Guidelines.
Specific procedures for negotiations shall be established each year, and the Board of Education agrees to provide the information requested by the TEA committee to expedite and ensure quality negotiations.

4.5.1 Schedule. The District and TEA shall hold monthly liaison meetings. A schedule of meeting dates and starting and ending times shall be mutually determined.

4.5.2 Adopting Agreements. All tentative agreements reached shall be reduced to writing, dated, and initialed by the two respective chairpersons of the teams.

4.5.3 Agreement of Package. All agreements achieved in the process shall remain tentative pending completion of an agreement on the entire package.

4.5.4 Agenda. The agenda for each session shall be mutually determined in advance. The agenda may be modified in the course of a meeting by mutual agreement.

4.5.5 Exchanging Proposals. The exchange of proposals, counter-proposals, amendments, etc., shall be in writing with copies provided for all members of the two bargaining teams. The teams shall mutually agree on a date after which no new proposal will be initiated from either party. It is understood that this neither bars nor inhibits the substantial amendment of any proposal from either team in the process of achieving agreement.

4.5.6 Consultants. Either team, if so desired, may utilize the services of outside consultants. When this happens, the other team shall be notified in advance. Such persons shall be regarded as a resource person and not as a negotiator. No more than one resource person for each team shall be involved at one time.

4.5.7 Spokesperson of Team. Each chairperson shall be responsible for the recognition and the participation of each member of his/her team. All questions to either team shall be directed to or through the respective chairperson.

4.5.8 Impasse. In the event an impasse appears eminent, a cooling-off period shall occur, not to exceed ten (10) days, during which time each team shall assess its respective positions. Following the cooling-off period, negotiations shall resume. If a settlement cannot be reached between the District and the Association, the Association or the President of the Board may declare an impasse by written notification to the other party and the State Board of Education.

4.5.9 Mediation. If following a cooling-off period, a final settlement cannot be reached between the Board and the Association; a mutually agreed-upon mediator shall be selected to assist the negotiation teams in arriving at an agreement.

4.5.10 Communications. When either team distributes information or makes a public statement regarding negotiations, the chairperson of the other team in advance shall be informed. A joint press release shall be made when an agreement has been reached.

4.5.11 Final Agreement. When an agreement is reached on the final negotiation package, it shall be signed by both chairpersons, with both negotiation teams having an obligation to recommend acceptance of the agreement. The negotiated agreement shall be submitted to the Board of Education for final approval and signed by the President of TEA and the President of the Board of Education.

4.6 Contract Renewals.

The Board shall not offer contract renewals while negotiations involving contracts are in progress.

4.7 Contractual Relations.

The District and Association shall meet concluding the negotiations process and before the Professional Agreement's printing to review the terminology for accurate interpretation and clerical errors. The TEA Professional Agreement and the Tooele County School District Policy Manual shall remain as two separate documents. TEA and the District shall work to cross-reference the documents without making any changes in the agreement or policy.

4.8 Cost of Publication.

The District shall annually post the Professional Agreement between the Association and the District on the District network. The District shall publish an agreed-upon number of the Professional Agreement at District expense to be used by TEA.

Article 5
STAFFING AND STAFFING REDUCTION

5.1 Seniority

5.1.1 Seniority Ranking. Each Educator in the District shall receive a date of hire, indicating the beginning of his/her seniority. The ranking shall be based on the date and time of the returned contract.

5.1.2 Unit Service. As applied in this agreement, seniority is the total length of continuous, uninterrupted service to the District within the bargaining unit.

5.1.3 Interruption of Service. It shall not be deemed an interruption of service while an educator is on any approved leave of absence and is out of the District's employment for one school year or less. It shall be deemed an interruption of service when an educator resigns or is terminated and is out of the District's employment for more than one school year, in which case seniority shall begin anew when/if that Educator is rehired. Seniority will continue to accrue through Sabbatical Leave.

5.2 Temporary Appointments.

5.2.1 School Year Transfers. If a vacancy occurs during the school year, it will be filled on a temporary basis until the end of the school year. The vacancy will then be posted and filled in accordance with District policy.

5.2.2 Subject or Grade Change. All educators shall be given written notice of a change in their subject or grade assignment no later than the last day of the current school year.

If changes become necessary after the transfer date or during the summer, the Educator (s) shall be eligible to transfer within the District or resign from the District without penalty.

Article 6
TRANSFERS AND ASSIGNMENTS

6.1 Voluntary Transfers.

6.1.1 Priority to Present Staff. Educators currently working in a school, including part-time educators, shall have priority to any certified vacancy in the school for which they are qualified before any vacancy is declared to the district office. If more than one Educator in the school has expressed interest in the same position, the Educator who meets the qualifications determined by the rubric for that position shall be selected and not subject for movement for one school year.

6.1.2 Vacancy Announcement. Any vacancy in a school shall be announced by the Principal within the school via email. If a vacancy occurs after the school year ends, the Principal shall notify educators within their building via email. The educators shall have three (3) business days to respond to the Principal via email if they are interested in a position for which they are qualified. Any position that becomes vacant after August 1 shall be announced both in the building and to the public simultaneously.

6.1.3 Transfer Requests. Educators desiring to transfer schools may do so by:

1. Sending a letter of interest in lieu of a full application to the Human Resources Department to be considered for any advertised position –OR-
2. Sending a letter, by April 1, to the Human Resources Department requesting to be placed on a transfer list which shall be kept in the Human Resources Department. The Human Resources Director shall then notify each Principal of the interested educators when a position becomes available in his/her school.

6.1.4 Assistance. When transferring or moving, the District shall provide assistance to educators as needed in moving heavy equipment and furniture.

6.2 Involuntary Transfers.

If an educator is transferred without his/her request, he/she shall be informed either in person or in writing concerning the reason for the transfer. An educator may appeal to the Superintendent in writing prior to the transfer taking effect.

6.2.1 Necessary Changes. The Board and the Association recognize that some involuntary transfer of educators from one school to another or reassignment within a school is unavoidable. Therefore, educators shall be available for involuntary transfers and changes in placement or assignment as necessary. The Superintendent may transfer an educator to any unit when a particular service is needed in that unit. Such transfer shall be made in consultation with the Association.

6.2.2 Meeting with the Educator. An involuntary transfer or reassignment shall be made only after a meeting between the Educator involved and the Superintendent, at which time the Educator shall be notified of the reason for the change. In the event that the Educator objects to the transfer or reassignment at this meeting, upon the request of the Educator, the Association shall meet with the Board's designee to resolve the matter.

6.2.3 Information. The Human Resource Director shall make available to the Association requested information pertaining to an individual's reassignment and/or involuntary transfer.

6.2.4 Consultation. The Educator and administrator(s) shall be consulted before a decision is made. The transfer shall not be automatic but based on need.

6.3 Moving Teachers within a School.

6.3.1 Process. When moving educators within a school, administrators must involve District Directors prior to the movement. This would include physical movement (i.e., switching rooms), as well as any movement across grade levels (elementary) and/or subject areas (secondary). Specifically, appropriate District Directors need to be involved in the process prior to the moves taking place.

6.3.2 Notification Date. Notification of the movement shall occur in conjunction with the due dates already established or by May 15 of each year. Extenuating circumstances may alter this date; however, approval must be given by the appropriate District Director.

6.3.3 Meeting with the Educator. Individual conversations need to occur between the Principal and the Educator about the school's needs to fully explain the rationale behind the moves and gain a greater appreciation of how such moves will impact educators in both the short and long term.

6.4 Hiring Procedure.

6.4.1 Hiring Committee. The hiring committee in each school will be selected by the Principal and shall include the following:

1) School Principal
2) One teacher that is a Tooele Education Association member at the appropriate level as selected by the Building Association Representative.
3) One teacher from Grade Level or Department.
4) One parent representative from the Community Council / PTA.
5) If a committee is not used for any reason, approval must be granted through the District Director prior to interviewing applicants. The Principal shall notify the Building Association Representative with an explanation.

6.4.2 Applicants to be Interviewed. The Principal shall:

1) Identify and advertise the position to be filled through the District's advertising procedure if a vacancy is not filled within the school.
2) Select the committee to interview the applicants.
3) Screen the applications and select the applicants to be interviewed.
4) Applications will be available for the committee to review prior to interviews.
5) Pre-interview committee meetings are recommended when possible.
6) Notify the Human Resources Department of the applicants to be interviewed, and Human Resources will verify the licensure of each applicant.

7) Human Resources will notify the Principal of the applicants' licensures.
8) Organize and notify the committee of the interview process by giving each committee member a copy of this procedure.
9) Notify the applicants of the interviews.
10) Chair the interview committee through the interviewing procedure.
11) Create a rubric with the committee to be used in the process with a scale of 1-5 (1 being low and five being high).
12) Notify the applicants interviewed in written form, telephone call, or email as to the outcome of the interviews.

6.4.3 Interview Committee Procedures.

1) The Principal and the committee will identify the interview questions. The questions will include at least one question regarding:
   a. Professional Learning Communities (PLC) and Response to Interventions (RtI)
   b. Instructional Strategies
   c. Classroom Management
2) Plan adequate time before and after interviews
3) The committee will use a rubric during the process.
4) The committee will identify 2 – 4 applicants to move forward to the Principal as finalists.
5) The committee will give preference to a district employee if two applicants appear to be equal in their qualifications for the position.
6) Any member of the committee that feels this procedure has not been followed shall contact the Director of Human Resources or Association leadership within 24 hours.
7) All committee members must sign the confidential form.

6.4.4 Final Selection: The Principal shall:

1) Be responsible for the final selection.
2) Verify the references of the applicants.
3) Select the final applicant for the position.
4) Notify all applicants in written form of the final selection.
5) Notify the interview committee of the final selection via email, telephone call, or in written form.
6) Notify in-district finalists in person to select the final applicant and reason(s) for the selection.
7) Notify Human Resources Director as to the final selection. Final approval from the Superintendent's Executive Staff (SES) and presented to the Board of Education through the approval process.
8) Send all due diligence procedures and verification of the hiring process to the Human Resources Director. The Human Resource Director will authorize the hiring of the finalist and notify the Principal to proceed with the authorization.
9) If the top candidates are not available, reconvene the interview committee to make another selection or to decide to reopen the position.
10) Refer all questions on final salary, contract, and benefits to Human Resources.

Article 7
TEACHING ASSIGNMENTS AND PROCEDURES

7.1 Professional Workday

7.1.1 Pre-Class Period. School buildings shall be opened to students thirty (30) minutes before the beginning of the school day. Educators are expected to be in attendance for proper supervision during this pre-class period as directed by the Principal.

7.1.2 Educator Workday. All educators are required to work a 7½ hour day. In consultation with the educators, the building principal shall establish a work schedule for all employees in the building.

7.1.3 Faculty/Staff Meetings.

- Faculty/Staff meetings shall be held immediately preceding or following the instructional day. The schedule of faculty meetings shall be established at the beginning of each school year and provided to all staff members. There shall be no more than two scheduled faculty meetings per month, and they will be held on the first and third Thursday. Faculty meetings shall not exceed 60 minutes in length.
- If a need occurs to schedule a faculty meeting outside the established schedule, the school administrator shall attempt to provide 48-hour advance notice. Before calling an additional faculty meeting, every effort shall be made to disseminate information in another way; email, department heads, lead educators, etc. However, it is recognized that emergency faculty meetings may occur without advance notice. Attendance at faculty meetings is expected, and educators shall notify the administration if unable to attend the meeting.
- Emphasis will be placed on a prepared staff meeting. Only in true emergency conditions, the meeting will be canceled, or an additional meeting is added.

7.1.4 Professional Development Meetings. Professional Development meetings shall be held after school and/or on Saturday. The Principal, professional leadership team, and staff shall agree upon any such meetings to equal the amount of professional development hours allocated in any given year.

The Principal, professional leadership team, and staff at each school shall determine the professional development within the guidelines established by the District. Under the direction of the Principal and professional leadership team, an annual professional development schedule shall be established for the next school year by May 1. The annual schedule shall be provided to all staff members by the last day of each school year.

7.1.5 Masters or Endorsement Classes. Educators enrolled in a masters or endorsement program that helps maintain certification and highly qualified status shall be excused from the District provided professional development classes with approval from the principals and District Directors. The professional development days for these educators shall be used for classroom preparation days. There may be times when professional days may be mandated.

7.1.6 Classes Taped or Transmitted. Professional development classes shall be videotaped or transmitted whenever possible to educators working in Wendover and Dugway. Attendance shall be monitored by the principal or principal's designee.

7.2 Preparation Period

7.2.1 Secondary Preparation Period. Each Educator shall be given one period per day for constructive planning and pertinent activities. If an educator chooses to teach a class on his/her prep-time, the Educator shall be paid the agreed-upon District hourly wage for that period.

7.2.2 Elementary Preparation Period. Each Educator shall be given 2.5 hours each Wednesday afternoon when school is in session for instructional and curriculum planning. –Wednesday afternoon planning time shall not be used by principals, other District administrators, or specialists to conduct meetings, training, etc.…No Exceptions. Classroom educators may choose to meet with other educators for collaboration. If educators organize their planning time and desire to meet in their professional learning teams, any such planning must be Educator driven. This planning shall not be mandatory for educators. Individual educators shall manage such planning within their individual schools. Individual faculties and principals shall agree upon scheduling conferences, including parent/teacher and IEPs.

7.2.3 PLC Time.
PLC for elementary schools shall occur every Wednesday from 12:45 to 1:30 PM.
PLC for secondary schools shall occur every Friday from 1:45 to 2:30 PM.

7.3 Parent-Teacher Conferences

7.3.1 Each teacher is paid for 16 hours (4 hours each term) outside of their regular school day for parent contact. Parent-Teacher Conferences will be discussed with staff at opening meetings. Principals will guide discussion with the whole staff, and the majority will decide the way parent-teacher conferences will be conducted, with flexibility for teachers with valid circumstances.

7.4 Working Conditions

7.4.1 Clean and Safe Working Environment. A committee of parents, educators, and administrators shall be established for the purpose of developing and implementing a policy that educators in the District shall not be subject to any act of injury, physical threat**,** verbal abuse, or a related action from a student, parent or Educator during the course of carrying out their teaching duties. The District shall maintain the responsibility of deploying proper measures necessary and required to assure compliance.

7.4.2 Discipline Policy. A committee of students, parents, educators, administrators, and board members shall be commissioned to develop a district-wide student discipline policy that shall incorporate a "zero tolerance" for behaviors including, but not limited to possession of illegal substances, assault, and possession of

weapons.

7.5 Committees

7.5.1 Class Size. A Class Size Committee shall be developed to review class loads and recommend class size and staffing guidelines throughout the District. The composition, structure, and objectives of the committee shall be agreed upon by the District and the Association.

7.5.1.1 Conformation to Standards. All reasonable efforts shall be exerted by the District to conform to the standards governing teaching loads promulgated by the Northwest Accreditation of Secondary and Higher Institutions.

7.5.2 Educators Facilities. A joint study committee shall conduct a review of the suitability of all classrooms or spaces used for instruction, considering heating, ventilation, size, storage, and equipment. Provisions shall be made through the District for necessary alterations. These provisions shall be made based on the availability of funds and the Superintendent's approval.

7.6 Lunch Period

7.6.1 Duty-Free Lunch. The Superintendent shall direct the Principal of each school to arrange a schedule that provides educators ~~with a minimum of 20 minutes of duty-free lunch.~~ duty-free lunches: no regularly assigned lunch duties (~~lunch~~ lunch recess).

~~**7.6.2 Lunch Supervision.** Staff members have the responsibility for supervision of students in the hall, lunchroom, and on the playground. The Principal, or designee, shall be on duty to direct this supervision.~~

7.7 Evaluation Procedure.

The provisions adopted in Utah Code: Annotated, 1953: EDUCATOR EVALUATION ACT, and its concurrent amendments, shall prevail in establishing any educator evaluation procedure and designating appropriate evaluation criteria.

7.7.1 Frequency of Evaluations. Tooele County School District shall evaluate provisional educators twice a year. Career educators shall have an evaluation once a year. Career educators shall be on a three (3) year evaluation cycle, with 1 of the three years being a formal evaluation and the other two (2) years consisting of a self-evaluation each year. If a formal evaluation is needed more frequently than once in three years, approval must be authorized by the appropriate District Director prior to the evaluation.

7.7.2 Components of Educator Evaluations are as follows:

a. Evaluations of educators shall be performed by the Principal, Assistant Principal, or immediate supervisor.
b. Evaluations shall consist, in part, of general observations and a formal observation period. Evaluations shall also include peer evaluations, self-evaluations, student evaluations, or other methods generally accepted for personnel evaluations.
c. Personal notice given to the Educator of the evaluation process shall be at

least fifteen (15) business days prior to the first evaluation. A copy of the evaluation instrument to be used must be provided at that time.

d. A reasonable number of observation periods shall be used to ensure adequate opportunity for evaluation.
e. The Educator may make a written response to all or part of the evaluation, and that response shall be attached to the evaluation.
f. Formal evaluations shall be performed using the District approved evaluation instrument.
g. The results of the evaluation process shall be discussed with the employee with fifteen (15) business days of the completion of the evaluation. Following any revisions made after the discussion, a copy of the evaluation shall be filed in the Educator's personnel file together with any related reports or documents. A copy of the materials shall be given to the teacher.

7.7.3 Remediation of Deficiencies. An educator whose performance is inadequate or in need of improvement shall be provided with a written document clearly identifying deficiencies, the available resources for improvement, and a recommended course of action that will improve the employee's performance. The process for educators shall generally follow the remediation procedures set forth in Board Policy 4011, Employee Remediation.

7.7.4 Final Annual Evaluation. At least sixty (60) days prior to the end of the contract school year, the Principal, immediate supervisor, or appointed evaluator of an educator whose performance has been determined to be inadequate or in need of improvement shall complete all written evaluations and recommendations regarding the Educator during the contract school year.

7.7.5 Consulting Educators for Provisional Educator.

a. The Principal or immediate supervisor of a provisional educator shall assign a consulting educator to the provisional Educator.
b. If possible, the consulting Educator shall be a career educator who performs substantially the same duties as the provisional Educator and who has at least three years of educational experience.
c. The consulting Educator shall assist the provisional Educator in being informed about the teaching profession and the school system but may not serve as an evaluator of the provisional Educator.

7.7.6 Evaluation Dates. Due dates for the evaluation process shall be as follows:

a. Provisional: 1st evaluation -1st school day in November
   2nd evaluation - Last school day in February
b. Career: Last school day February

7.8 Administrator Assessment.

In order to develop an effective team approach and enhance effective communication in every school, the Superintendent shall provide a means by which educators in every school shall have the opportunity to actively participate in an assessment of their school administrator.

7.9 Calendars.

The Board of Education and the TEA agree to view two calendars. In the event the District adopts a four-day school week or similar major changes in scheduling, all

applicable provisions of the current agreement shall be converted cognizant of the changes in schedule. Negotiation teams shall be reconvened to address the pertinent provisions.

Article 8
GRIEVANCES

8.1 Purpose.
The Board of Education recognizes that there may be grievances. The purpose of this Grievance Procedure is to secure, at the lowest level of origin, equitable solutions to grievances. It is expected that in most instances, District administrators and supervisors shall be able to meet with complainants and solve most problems by adhering to professional codes of conduct and by maintaining friendly relationships among their associates.

8.2 Procedures.
Educators, administrators, and supervisors are encouraged to settle misunderstandings, miscommunication, and other circumstances that may lead to grievances through the face-to-face airing of difficulties between the parties most directly affected. No educator shall suffer reprisals or reduction in employment status as a result of having presented a grievance or having been a party involved in the grievance procedure. All grievances arising out of an event or condition or related series of events shall be addressed in one grievance.

8.2.1 Formal Grievance - Form A. The Educator having a grievance shall meet with the Principal or immediate supervisor within ten (10) business days from the time that the Educator first knew of the event, condition, or series of events upon which the grievance is based using Form A in writing.

8.2.2 Administrative Decision - Form B. Within seven (7) business days of the receipt of Grievance Form A, the Principal or immediate supervisor shall meet in an informal conference with the employee. The Grievant may choose to be accompanied to this conference by any individual of his/her choosing. The Principal or immediate supervisor shall notify the Superintendent's office that a grievance has been filed within two (2) business days of receiving the grievance. The Principal or supervisor shall respond to the Educator within seven (7) business days of a grievance on Form B. If this conference proves unsatisfactory, the grievance shall be submitted to the President of the Association or the Superintendent if the Educator is not a member of the Association. The Grievant shall have three (3) business days to either accept the decision of the Principal or supervisor or to submit the grievance to the President of the Association. If the Educator is not a member of the Association, the Educator shall give a response to the Superintendent as directed on Grievance Form B.

8.2.3 Professional Right and Responsibility Committee – Form C. The President of the Association shall assign the grievance to the Professional Rights and Responsibility Committee. Within seven (7) business days of the referral of the grievance to the Association, the committee shall advise the Grievant by completing and delivering to the grievant Grievance Form C for further action to be taken. The Grievant shall have three (3) business days to either accept the decision of the committee or have the committee submit the grievance to the Superintendent by completing the aggrieved person's section at the bottom of Form C. The Association President shall send a notice to the President of the Board of Education advising the Board that the Educator has requested a meeting with the Superintendent regarding a grievance. This notice to the Board shall not

contain the specifics of the grievance in the event the Board is later requested to review the decision of a hearing officer regarding the grievance. If the Educator is not a member of the Association, the Superintendent shall notify the President of the Board of Education that the Educator has requested a meeting with the Superintendent regarding the grievance.

8.2.4 Superintendent Meeting. Within seven (7) business days after receiving either a completed Grievance Form B (in the event the Educator is not a member of the Association) or Grievance Form C, the Superintendent shall hold an interview with the Grievant. In special circumstances, the number of days may be extended if mutually agreed upon by the parties. A representative of the Association (preferably a member of the Professional Rights and Responsibility Committee) chosen by both the President of the Association and the Grievant shall be invited to attend this interview. If the interview is not held within the appropriate time period, the grievance shall automatically be referred to a hearing officer. The District shall pay the cost of the hearing officer if the delay has been caused by the District.

8.2.5 Superintendent Decision - Form D. Within seven (7) business days of the interview with the Grievant, the Superintendent shall issue a written finding of facts and a decision to the Grievant, the Association President, and the other parties directly affected by the grievance a completed Grievance Form D. If the Superintendent does not issue the findings of fact and a decision within the seven (7) business days after the interview, the matter shall automatically be referred to a hearing officer. The District shall pay the cost of the hearing officer if the delay has been caused by the District.

8.2.6 Hearing Officer - Form E. In the event the Grievant finds the Superintendent's decision unsatisfactory, he/she may request a hearing before a hearing officer. An appeal for a hearing officer shall be in writing and shall be received by the Superintendent within five (5) business days of the Superintendent's decision.

8.2.6.1 Selection. The selection of the hearing officer shall follow the guidelines set forth in Board Policy 4010.J, Hearing Procedures. A hearing and a decision shall be conducted and rendered within thirty (30) calendar days. In special circumstances, the number of days may be extended if mutually agreed upon by the parties.

The decision of the hearing officer is final except that the Board, at its sole discretion, may determine to review the decision of the hearing officer and make changes to the decision as it sees fit. The Board shall receive a summary of all hearings held under this section. The Grievant shall have seven (7) business days to accept the finding of the hearing officer or request a review by the Board of Education.

8.2.6.2 Cost. The cost of the hearing officer shall be paid by the District and the Grievant.

Article 9
REMEDIATION

9.1 Process.
In the event that an educator is placed on remediation, the following guidelines shall be followed:

9.1.2 Mentor Pool. The District shall be responsible for selection, training, and maintaining a pool of 30 trained mentors for the purpose of serving on remediation teams throughout the District.

9.1.3 Composition of Team. The remediation team shall be mutually agreed upon by the Association and the District. The remediation team shall consist of five members; the employee on remediation, the building principal, and three-member mentors. One of the mentor members shall be selected by the employee on remediation, and two shall be selected by the building principal. In addition, a representative of TEA shall be the facilitator of the remediation procedures. This individual shall set meetings, timelines, keep the team focused on the remediation issues and report the team progress and recommendations to the office of the Human Resource Director.

9.1.4 Team Recommendation. At the conclusion of the remediation process, the building principal and the three mutually selected team members shall vote as to the status of the remediation. The facilitator shall report the team recommendation to the Human Resource Director. In the event that the team cannot make a majority recommendation concerning the status of the employee, the case shall be referred to the Assistant Superintendent for review and action.

9.1.5 Files. Records indicating the reason for remediation, the date of remediation, the remediation plan, and the outcome of the remediation shall be kept in a Remediation Master File in the District Office. Any individual who has successfully completed a remediation process and who is not placed on remediation for a period of three (3) consecutive years shall have his/her remediation expunged from the Master File.

Article 10
LEAVE OF ABSENCE

10.1 Purpose.
It is the policy of the Board of Education to provide leave of absence for educators in the District. Such leave shall be implemented through procedures developed by the Superintendent and the Association. Such procedures shall be presented to the Board of Education for information purposes.

10.2 Sick Leave.

10.2.1 Uses. All educators employed by the Board shall receive sick leave benefits for personal illness or serious illness in one's own immediate family, the spouse's immediate family, or others who have assumed those roles. These family members include one's spouse, children, and parents. Full-time licensed employees shall receive eight (8) days of sick leave per year.

10.2.2 Payment for Unused Sick Leave. The Board of Education and the TEA agree to continue to pay $25 minimum per day for unused sick leave up to 250 days at the time of retirement.

10.2.3 Sick Leave Conversion to Personal Leave. When an educator has accumulated twenty-five (25) sick leave days, the Educator may convert one of his/her sick leave days to one day of personal leave. The conversion of sick leave days to personal leave days may continue for a maximum of five (5) personal days a year following the chart below:

25 accumulated sick leave days	= I day conversion to personal leave
50 accumulated sick leave days	= 2 days conversion to personal leave
75 accumulated sick leave days	= 3 days conversion to personal leave
100 accumulated sick leave days	= 4 days conversion to personal leave
125 accumulated sick leave days	= 5 days conversion to personal leave

10.2.4 Additional Conversion. All educators shall be allowed to convert up to two (2) sick days each year to personal leave for use either in conjunction with the use of personal leave or when all personal leave has been used. These days must be used during the current school year, and there shall be no pay for these days at the end of the calendar year. There shall be no carry-over of these personal leave days. This leave requires prior administrative approval.

10.3 Personal Leave.

10.3.1 Allowance. Educators who are benefits-eligible or grandfathered (May 24, 2013) are allotted four (4) personal leave days per year without loss of pay. At the completion of nine (9) years of service with Tooele County School District, all educators who are benefits-eligible or grandfathered (May 24, 2013) shall receive five (5) personal leave days per year.

10.3.2 Additional Leave. An educator may take one additional personal leave day at the cost of $50.

10.3.3 Accumulation. Educators who do not use their allotted personal leave days shall have the following options at the end of each school year:

a. Educators may be reimbursed $50 per day of unused personal leave upon application to the Human Resource Office.
b. Unused personal leave days may be converted to sick leave by completing the form and returning the form to the payroll office.
c. Personal leave shall be carried to the next year until a total of four (4) personal days is reached. When the nine (9) days personal leave maximum has been reached, days above the limit shall be converted to sick leave unless the Educator notifies the Human Resource Office to do otherwise.

10.4 Bereavement Leave.

All educators employed by the Board shall be entitled to a non-deductible leave of absence for bereavement.

10.4.1 Immediate Family. Educators shall be granted leave with pay for a maximum of five (5) business days in any one instance in the event of the death of a spouse, child, stepchild, or parent.

10.4.2 Extended Family. Educators shall be granted leave with pay for a maximum of three (3) business days in any one instance in the event of death of an employee's grandparent, grandchild, sibling, brother or sister-in-law, uncle, aunt, niece or nephew; or the spouse's parent, grandparent, grandchild, sibling, brother or sister-in-law, uncle, aunt, niece or nephew.

10.4.3 Procedure. It is not required that Personal Bereavement Leave days be taken consecutively. In cases in which the relationship between the employee and a deceased person is unclear, the Human Resource Director shall make the final determination.

10.5 Non-Deductible Leave.

Educators shall be granted leave with pay for a period not to exceed five days in any one instance for the birth or adoption of an employee's child

Educators shall be granted leave with pay for a period not to exceed one day in any one instance or more than three days in one year for:

a. A wedding of the employee or of the employee's child, parent, or sibling, or the employee's spouse's child, parent, or sibling
b. The birth of the child of the employee's son or daughter
c. Employees will be granted leave with pay for a period not to exceed one day in any one year for participation in a Grandparents Day activity at a school that involves an employee's grandchild
d. Jury Duty – educators shall be granted leave with pay for jury duty. Such leave will be leave with pay less any remuneration for such services
e. Subpoenas – court appearance in a criminal or civil suit shall be given the same consideration as jury duty

10.6 Advanced Degree Leave.

10.6.1 Educators enrolled in an Advanced Degree Program from a credited university or college shall be granted up to three (3) business days of advanced degree leave for required on-campus coursework, which may occur during the school year. In order to receive the three (3) business days of Advanced Degree Leave, the District shall allow the Educator to use the two (2) District workshop days plus one (1) additional District leave day for the advanced leave. The school administrator must approve the leave in advance.

10.6.2 The three days of leave for advanced degrees may also be used for taking Praxis tests and visits to USBE pertaining to certification/credentialing. The school administrator must approve the leave in advance.

Article 11
PAYMENT OF PROGRAMS

11.1 Credit Classes.
The Board of Education shall pay up to 75% of the tuition for two (2) semester hours of university/college for educators each year.

11.2 Campus Tuition Payment.
All full-time educators in the District may obtain college classes paid by the District subject to the following conditions:

a. Up to 75% of two (2) semester hour classes may be taken each year but shall be approved in advance by the Assistant Superintendent. The Educator shall be responsible for paying the tuition and be reimbursed by the District.
b. The Board of Education shall reimburse the Educator upon completion of the class and upon proof of payment of the registration fee and proof of completion of the class.
c. Campus tuition reimbursement shall not exceed 75% of state-sponsored university tuition. If the campus tuition is lower than the state-sponsored university tuition, reimbursement shall be at the lowest rate.
d. Funding for campus tuition is subject to reimbursement as long as funding sources are available.

Article 12
SALARY AND SCHEDULE PLACEMENT

12.1 Salary Payment.
Educators shall be paid on a 12-month payment schedule. Salary shall be paid in 24 payments.

12.2 Longevity Stipend.
Certified employees who have completed 14 years of experience before 9/1/2021 will receive a $200 bonus each December, or they may receive a $500 bonus if they have completed 12 years of service in TCSD, whichever is greater.

12.3 Isolation Allowance.
The Board of Education shall allow an additional amount of the gross salary paid to an educator of the District who works in an isolated school area.

12.4 Establishment of Salary Lanes.
The salary schedule for certificated educators shall have the following level advancements:

a. Bachelor's degree plus a valid Utah Teaching Certificate.
b. B.S.+30 (+20 semester hours) —30 approved quarter hours, or 20 approved semester hours earned after receiving both bachelor's degree and the valid Utah Teaching Certificate.
c. B.S.+55 (+37 semester hours) —55 approved quarter hours, or 30 approved semester hours earned after receiving both the bachelor's degree and the valid Utah Teaching Certificate.
d. Master's degree plus a valid Utah Teaching Certificate.
e. M.S.+45 (+30 semester hours) – 45 approved quarter hours, or 30 approved semester hours after receiving a master's degree and a valid Utah Teaching Certificate.
f. Educators with a Ph.D., EdD, or National Board Certification shall be considered the same as the master's +45 and shall also receive an additional $2,000 per year or a two-level advancement.

12.5 Level Advancement.
The Educator must provide the Human Resource Department with two weeks' notice and verification of completion for the level advancement due to completing the approved education hours listed above. The deadline for changes is September 30 of the current year.

12.6 Credit for Previous Experience.
Educators shall be allowed up to ten (10) years of out-of-district experience to be applied for salary schedule placement.

12.7 Employees Breaking Contracts
The Board of Education shall enforce its policy of assessing a fine of $1,500 against any educator who does not complete, for whatever reason, the number of workdays specified by contract. The same fine shall be assessed against any educator who, after signing a Letter of Intent indicating a return to the District, does not adhere to that commitment.

12.8 House Bill 396

As currently constituted in HB 396, the optional 32 extra hours for certified staff will be added to the salary schedule and paid at their daily rate. The employee will create a plan with their Principal or supervisor and keep a copy; hours will be put into ivisions to be tracked, and the hours will be paid at 16 and 32-hour increments on the annual pay schedule.

Article 13
INSURANCE

13.1 Insurance Coverage.
The District shall continue to make available to all educators in a qualified position the District's insurance program. The insurance coverage will start September 1 through August 31. The insurance policy shall be reviewed annually by the Association and the District and adjusted to current medical and hospital changes.

An insurance eligibility threshold shall be set for all positions in the District at an average of thirty (30) hours per week for at least 170 days per year. Current educators who are taking insurance but do not meet these criteria shall be grandfathered into the current insurance threshold.
Certified educators who work 37.5 hours in a ten (10) day period may purchase insurance by paying half of the yearly premium plus the monthly contribution.

13.2 Dental.
Dental coverage shall be provided for District professional personnel.

13.3 Long Term Disability Insurance (LTD).
When an educator qualifies for LTD, the Educator, by definition, is automatically disqualified from continued employment while the Educator is receiving LTD benefits. As such, all District entitlements, benefits eligibility, including District early retirement incentives, shall end on the date an educator becomes eligible to receive an LTD benefit. All subsequent LTD benefit features to include continuation of health insurance coverage and service credit toward retirement are exclusive to the limitations, terms, and conditions of coverage under the current LTD Group Insurance Certificate.

13.3.1 Re-employment. Educators returning from long-term disability with a physician's clearance to return to work without restriction shall be assigned to the first available vacancy for which they qualify. The District and Association shall make every effort to place the Educator in an appropriate position. Returning educators, under this provision, shall be placed on the same step of the salary schedule as when they began receiving LTD benefits.
In order for a returning educator to qualify for the District retirement incentives and benefits, the Educator must meet all qualifications as outlined in the District policy. LTD is not short-term and is not a request for accommodation.

13.3.2. Eligibility for LTD. All full-time educators working 30+ hours per week are eligible to participate on the first day of the month following the date of hire.

13.3.3 Insurance Committee. The Tooele County School District insurance committee membership shall be as follows:

Superintendent
Business Administrator
Human Resource Director
Board member
Retired Teacher Representative
2 members from TEA, TESPA
2 Administrators (School/or District)

Article 14
RETIREMENT

14.1 Purpose.

Retirement is defined as retiring from the Tooele County School District and the Utah Retirement System (URS). An educator that has retired previously from another government entity or under the URS shall not qualify for Tooele County School District retirement benefits.

Vesting of retirement benefits occurs at retirement. The District reserves the right to modify all post-retirement benefits. This policy shall be reviewed biennially upon the receipt of the required GASB 45 actuarial study. This policy review shall be done by a committee consisting of representatives from TEA, TESPA, District Administration, and the Board of Education.

14.2 Eligibility for Retirement Incentive Cash and Insurance Benefits.

Any employee who will attain the age of 65 or younger by July 1 of a given year, has a minimum of 30 years prior URS service, and has at least ten years of service in the Tooele County School District, will be allowed incentive benefits upon retirement.

All retirement incentives will terminate upon the death of the employee and are not transferable to dependents. Retirement insurance coverage for the spouse will continue for no less than 60 days.

If an early retiree withdraws or is terminated from any part of the insurance plan, the retiree shall not be allowed to enroll at a later date.

14.3 Retirement Incentive Cash Benefits.

The cumulative benefits in the chart below will be paid in a lump sum amount into a qualified trust plan for employees retiring who met the requirements of Section 14.2 above.

Incentive benefits will be paid per the following schedule:

Age at Retirement	District Administrator with no College Degree or 12 Month Classified Employee	District/School Administrator or Certified with BS+	District/School Administrator or Certified with MS+
61 or younger	$7,500	$18,000	$22,000
62	$3,500	$10,000	$12,000
63	$1,500	$6,000	$7,000
64	$500	$3,000	$3,000
65	$0	$1,000	$1,000

No retirement incentive benefits will be paid to a retiree after the age of 65.

14.4 Health Insurance Benefits.

14.4.1 Retirement Incentive Health Insurance Benefit (Pre-65). The District shall provide medical insurance for the retiree and eligible dependents from the date of retirement until the end of the benefit period (see schedule below) or until the retiree reaches age 65, whichever comes first. Insurance benefits shall begin immediately upon retirement.

To qualify for post-retirement health insurance, an educator must have a contract start date on or before June 30, 2007. No educator hired or rehired after June 30, 2007 shall qualify for post-retirement health insurance benefits.

A retiree shall qualify for medical insurance pursuant to the following schedule:

Years of URS Experience as of June 30, 2008	Years of Insurance Benefit (Pre-65)
20+	10
19-18	9
17-16	8
15-14	7
13-12	6
11 or less	5

No retiree shall be allowed to purchase health insurance after the termination of their District sponsored benefit with the exception of benefits governed by COBRA.

In the event that a retiree qualifies for the lifetime insurance benefit and the retiree is under age 65 but the eligible dependent(s) are over age 65, the dependents shall be covered under the District Post-65 Health Insurance benefit

14.4.2 Post-65 Health Insurance Benefit. Educators with 25 or more years in education and 10 years in Tooele County School District before June 30, 2000 shall be covered by this policy. To qualify for Post-65 insurance benefits, a retiree must have been employed by the District on June 30, 2000. At the time of retirement, the Educator must retire from the URS and must have been employed by the Tooele County School District for at least the last 15 years of employment prior to retirement.

The District shall provide Medicare supplemental insurance for all eligible retired educators and their dependents. In the event that eligible dependents have not reached age 65, they shall be covered under the District's Pre-65 insurance benefit. All retirement insurance benefits terminate upon the death of the retiree and are not transferable to dependents.

14.4.3 Retiree Insurance Premium Contributions

Retirees that receive an insurance benefit will pay the current active amount of their insurance premium as negotiated year to year.

As of June 30, 2000, all retirees that qualify for lifetime Medicare supplemental insurance will not be required to pay any amount towards their Medicare

supplemental insurance premium once they and/or their spouse reach age 65. They will still be required to pay the requisite premium contribution amount.

To qualify for a "dual insurance" pre-65 health benefit, both retirees will be required to pay the requisite premium contribution amount.
The premium contribution required will follow the retiree until the termination of the benefit period or death of the retiree. The premium contribution will be subject to the annual inflationary trend of insurance premiums. The non-payment of insurance premium contributions will result in the termination of insurance benefits. All past-due amounts will be reviewed after 90 days. If a retiree withdraws or is terminated from any part of the insurance plan, the retiree shall not be allowed to enroll at a later date.
The employee shall have the right to appeal the determination of years of employment (URS Service) pertaining to this policy. The Superintendent of Schools will review appeals.

14.4.4 Termination **of Benefits.** All early retirement incentive benefits shall end at age 65 or the death of the retiree.

14.4.5 Purchase of Military Time. In 1986, the Utah Legislature provided the option to local school districts to purchase state retirement benefits for those educators who had served their country on active duty. The Board has adopted this policy and provisions for the purchase of military time.

Consideration for the purchase of military time shall be made by the Board of Education based upon a review of each application and contingent upon the merits of each application. Only one year of military time shall be purchased in any given instance.

Purchase of military time shall not result in financial loss to the District. Such variables as early retirement, fringe benefits, and differences between the retirees' and replacements' salaries shall be taken into consideration. Persons making applications for consideration of this policy must have at least twenty-nine years of service but not more than thirty in education, ten of which are in the Tooele County School District.

14.5 Re-employment of Retirees. Retired educators of the District may return to employment by the District only according to the applicable rules of the Utah Retirement System. No educator shall have any specific expectation of re-employment by the District at the time of retirement. Any promise, commitment, or understanding made at the time of retirement between a retiring educator and any District administrator is invalid and such agreements are violations of this policy.

A retired educator of the District who seeks re-employment with the District shall follow the employment application procedures of the District and may be considered for any open position for which he or she is qualified. All elements of the hiring process shall be completed by administrators considering the re-employment of a retired educator of the District.

A retired educator of the District who is re-employed by the District shall be placed on the salary schedule with the same consideration as other newly hired educators, except

that no retired educator who is re-employed may initially be placed at higher than step 11 on a licensed educators salary schedule. Retired educators who are re-employed shall receive step and lane salary adjustments that result from negotiated agreements in the same way as all other educators. Retired educators of the District who are re-employed by the District are provisional educators for one year upon their return to the District and regain career educator status after that year.