

3.0300 CONTRACT AND NONCONTRACT EMPLOYMENT

3.0310 **PROFESSIONAL** CONTRACT AND NONCONTRACT EMPLOYMENT: PROVISIONAL/CONTINUING/PROBATIONARY CONTRACTS

3.0310.01 *PROFESSIONAL PERSONNEL*

Issue Date: 9/12/96 Updated: 11/14/19

The Board shall employ professional personnel by a written contract that sets forth the terms and conditions of employment. The length or term of the contract shall not exceed five years. All such contracts shall be in writing, and shall embody the terms and conditions of employment. Nothing in the terms of the contract shall restrict the power of the Board to terminate the contract for cause at any time. The Board may not enter into a collective bargaining agreement that prohibits or limits individual contracts of employment. Contracts for hiring or rehiring of personnel shall be valid only if entered into by the Board.

The Board shall ensure that each employment contract contains a disclosure stating whether the School District participates in the Risk Management Fund as provided under § 63A-4-204 UCA.

Utah Code Ann. 53G-11-202

3.0310.02 *PROPERTY INTEREST*

Issue Date: 9/12/96 Updated: 11/14/19

A contract of employment with the District creates a property interest in the position only for the period of time stated in the contract. Such a contract creates no property interest of any kind beyond the period of time stated in the contract. However, such a property interest during the term of the contract does not create an expectation of continuing employment beyond the term stated in the written contract.

Perry v. Sinderman, 92 S. Ct. 2694 (1972) Board of Regents of State Colleges v. Roth, 92 S. Ct. 2701 (1972)

3.0310.03 *TEACHERS*

Issue Date: 9/12/96 Updated: 11/14/19

Each teacher hereafter employed by the District shall be employed under and shall receive a contract that is either a “provisional educator contract,” “probationary contract” or a “career educator continuing contract.” All such contracts shall be in writing, and shall embody the terms and conditions of employment.

Utah Code Ann. § 53G-11-102

3.0310.04 *PROVISIONAL EMPLOYEES*

Issue date: 4/25/96 Updated: 11/14/19

~~Persons~~ **Professional personnel** employed by the District for less than three (3) consecutive successful years in the Duchesne County School District are provisional employees without expectation of continued employment beyond the end of the current contract term. A provisional employee is not employed for a succeeding contract term unless otherwise notified in writing by the Board or its authorized agent.

A provisional employee must work for the Duchesne County School District on at least a half-time basis for three consecutive years to obtain career status. An employee who obtains career status has an expectation of continuing employment. The Duchesne County School District may extend the provisional status of an employee for up to two consecutive years by giving notice of such an extension of provisional status at least 30 prior to the end of the current contract term.

Utah Code Ann. § 53G-11-503(1)(2018)

If an employee accepts a position that substantially differs from a position in which the employee achieved career status, the employee shall be a provisional employee for one year after change of positions.

Utah Code Ann. § 53G-11-503(2)

Not having an expectation of continued employment in a subsequent contract term, a provisional employee does not have a right to a hearing before the Board to complain of the failure of the Board to offer a subsequent contract. The Superintendent of schools and the Board of Education each have the discretion to extend the provisional status of any employee for up to two (2) years, **making in the whole, five years of provisional status.**

3.0310.05 CONTINUING **PROVISIONAL** CONTRACT

Issue Date: 9/12/96 Updated: 11/14/19

Any teacher employed by the District who is performing **in** their third year, or where permitted, a fourth or fifth consecutive year of service with the District under **probationary provisional** contract, and who is elected to employment by the Board for the succeeding year, shall be notified in writing of the election to offer career educator continuing contract status, and such teacher shall within thirty days after such notification file with the Board written acceptance of the continuing contract. Failure of the teacher to accept the contract within this thirty-day period shall be considered a refusal on the part of the teacher to accept the contract.

Utah Code § 53A-10-102(1)

3.0310.06 PROBATIONARY CONTRACT

Issue Date: 9/12/96 Updated: 11/14/19

Any teacher who is employed by the school district who, under local school board policy, has been advised by the District that the teacher's performance as an educator is inadequate may be offered a probationary contract. The probationary contract shall be for one school year; at the end of the probationary period the employment of the teacher shall be terminated, placed on another year of probation, or the teacher shall be employed under a continuing contract. If the employee who is on probation or remediation is transferred to another assignment, the probationary status shall continue until all provisions of probation have been completed.

Utah Code Ann. § 53G-11-503(3)(2018)

3.0310.07 **VALID** LICENSE

Issue Date: 9/12/96 Updated: 11/14/19

An instructional employee who does not hold a valid license or letter of authorization shall not be paid for teaching or work done before the effective date of a valid license or letter of authorization.

Utah Code Ann. § 53E-6-103

3.0310.08 REMUNERATION

Issue Date: 9/12/96 Updated: 11/14/19

As consideration for the performance of services by the individual educator pursuant to the terms of this agreement and of his/her individual contract, the District agrees to pay to him/her the salary applicable to the category into which said educator falls pursuant to the salary schedule adopted as effective for the year of the employment by the District and the association. The educator's individual contract may be changed or rewritten if the information pursuant to the salary schedule is not filed or if it is found that information on file in the School District Office, used to compute the salary of his/her contract is in error or inaccurate.

Annual salary shall be payable in twelve (12) installments payable on or before the 20th day of each calendar month, beginning with September 20th, and continuing each month thereafter until fully paid.

Twelve (12) month employees will be paid on **(or just before)** the 20th of each month.

3.0310.09 CONTRACTS

Issue Date: 9/12/96 Updated: 11/14/19

1. The Board delegates to the Superintendent the responsibility of executing the adopted policies of the Board and holds him/her accountable for recommending the most competent personnel from available sources. All professional personnel in the District will be awarded contracts and employed upon the recommendation of the Superintendent and upon approval of the Board.
2. Contracts are by and between the teacher and the Board. No teacher is permitted to terminate a contract without the mutual consent of the Board. In the event the educator finds it necessary to be released from his/her contract, the board reserves the right to impose a financial penalty of \$200.00.
3. Professional personnel shall file with the business administrator certification issued by the state of Utah and a transcript of college credits and arrange for authorization where needed. Such items must be on file prior to employment.
4. New personnel are employed on a probationary contract for a three (3) year period.
 1. When approved by the supervisory and administrative staffs and the Board, they then may be employed for an extended period as provided by the Board.
 2. Teachers who show inability to render the quality of service commensurate with the standards desired for the District are not recommended for re-employment and are notified by March 1st of the current school year.
5. A contract made between the Board and a teacher is binding on both parties, legally and ethically.
6. Request for release of contract should be submitted to the Superintendent and each case shall be considered on its own merit
7. Release requests should be submitted at least thirty (30) days prior to the date the teacher wishes to be released.

NON-CONTRACT, CLASSIFIED EMPLOYMENT

3.0310.10 STATUS UNDER CONTINUING ~~CONTRACT~~ **EMPLOYMENT**

Issue Date: 9/12/96 Updated: 11/14/19

Unless a **contract** classified employee is otherwise notified in accordance with Board policy, the **contract** classified employee shall automatically be considered for the next **contract term year** at the salary indicated by the applicable salary schedule. This Section does not affect the District's right to terminate any employee during the **contract** term for cause.

Utah Code Ann. § 53G-11-513

3.0310.11 **MINIMUM WAGE**

Issue Date: 9/12/96 Updated: 11/14/19

Employees not exempt under the Fair Labor Standards Act shall be paid at least minimum wage and receive compensation for overtime under the conditions specified in the Act. Education, including teaching, administration, and supervisory services, is a profession.

Utah Code Ann § 53E-6-802

PROFESSIONAL & CLASSIFIED PERSONNEL

3.0310.12 **TEMPORARY CONTRACTS ASSIGNMENT**

Issue Date: 11/14/19

An employee who is given an extra-duty assignment in addition to a primary assignment, such as e.g., coach or activity supervisor, is a temporary employee in such extra-duty assignments and shall not acquire career status beyond the primary status.

Utah Code Ann. § 53G-11-503(4)(2018)

3.0310.13 **NEGOTIATIONS**

Issue Date: 9/12/96 Updated: 11/14/19

The Board recognizes the importance of an orderly process to arrive at settlements with employee groups. The Board, therefore, accepts, as policy, the responsibility of conducting good faith negotiations with employee groups to the extent provided by Utah Law.

3.0311 SALARY GUIDELINES

3.0311.01 **RATES**

Issue Date: 11/14/19

All District personnel will be compensated at rates set by the Board of Education.

3.0311.02 **DOUBLE PAY**

Issue Date: 9/12/96 Updated: 11/14/19

The District prohibits any employee from receiving “double pay” while in the employ of Duchesne County School District during contract hours. This includes such activities as, but not limited to: per diem beyond expenses while working county, state and/or federal projects; gainful employment; chaperoning groups other than at school sponsored activities. **Teachers substituting for other teachers on their preparation period, or hired to teach on their preparation period, is not considered double pay.**

3.0311.03 **HOMEBOUND INSTRUCTION**

Issue Date: 9/12/96 Updated: 11/14/19

Compensation for teaching homebound or hospitalized students, (and mileage for those students who live more than two (2) miles from school), shall be paid according to rates/amounts established by the Board. All homebound projects must be cleared and approved in writing before they go into effect. The Superintendent's signature is required for approval of any project.

3.0311.04 **SUBSTITUTES**

Issue Date: 9/12/96 Updated: 11/14/19

Certificated Employees Substitutes: Whenever an individual substitutes for one teacher for ten (10) or more consecutive days, said individual will be paid an additional \$10.00 per day, after the tenth (10th) consecutive day.

Classified/Support Personnel Substitutes: Whenever an individual substitutes for the same Classified/Support Services Employee for twenty (20) or more consecutive days, said individual will be paid at the beginning rate, from the Classified Employee Salary Schedule, of the person for which s/he is substituting (Bus Driver, Custodian, etc.) instead of the regular substitute rate of pay. This is to be retroactive to the first substitute day once the 20th day has been worked.

CLASSIFIED PERSONNEL

3.0311.05 **MULTI-ASSIGNMENT POLICY**

Issue Date: 9/12/96 Updated: 11/14/19

It is the intent/purpose of the Board that **classified** employees be hired to work no more than eight (8) hours per day, forty (40) hours per week. Administrators, supervisors and directors are expected to **consider** this policy in budgeting and planning for the various programs or departments in the District and hire personnel accordingly.

3.0311.06 **OVERTIME POLICY**

Issue Date: 9/12/96 Updated: 11/14/19

A "non-exempt employee" is an employee who is entitled to overtime based upon the Fair Labor Standards Act (FLSA). Any overtime worked by employees of the District must be approved by the employee's immediate supervisor in writing. Overtime is discouraged except in cases of emergency. Unapproved overtime is not allowed and employees working unauthorized overtime will be subject to disciplinary action.

All supervisory personnel are to insure that non-exempt employees do not work (as defined in the Federal Labor Standards Act (FLSA)) "suffered or permitted to work" extra time; also, to insure that employees are not reporting contracted time to the District while maintaining a separate accounting of unapproved extra time worked.

3.0311.07 **COMPENSATORY TIME**

Issue Date: 9/12/96 Updated: 11/14/19

The employee shall take compensatory time in lieu of overtime pay. If the employee works over forty (40) hours s/he will be granted time and one half compensatory time.

The employee's immediate supervisor must approve compensatory time; also, compensatory time must be taken within one (1) month from the time the overtime was worked.

All overtime worked must be specifically assigned in advance by an employee's supervisor. (The only exceptions allowed are in bona fide emergency situations when overtime is unavoidable and supervisors cannot be contacted for approval.) It is the District's policy to discourage the use of overtime and to keep overtime to the barest minimum commensurate with the District's best interests. Supervisory personnel should organize their department workloads to minimize overtime.

Compensation:

1. For non-exempt employees covered under the overtime provisions of the FLSA, overtime will be compensated by allowing compensatory time off at the rate of time and one-half (for example, 1.50 hours of comp time for every overtime hour worked).

1. employees will not be allowed to accrue more than 40 hours of compensatory time.
2. In exceptional circumstances when the working of substantial amounts of overtime cannot be avoided, the superintendent may approve payment for overtime at the rate of time and one-half the regular rate of pay.

No overtime compensation will be granted to any contractual employee, including administrators and other supervisory and professional employees exempted from FLSA overtime coverage.

PROFESSIONAL PERSONNEL

3.0311.08 *PRIOR EXPERIENCE*

Issue Date: 9/12/96 Updated: 11/14/19

Teachers new to the District who furnish written verification of teaching experience in other public or private schools will be granted no more than five (5) years on the steps of the salary schedule, except in the following conditions:

1. Teachers new to the District who were previously employed in the Uintah County School District will be granted all their prior years of experience.
2. The Superintendent may grant an additional five (5) steps based on prior experience.

Verification of years of experience must be sent to the District Office on or before the first payroll date of the current school year.

3.0311.09 *TEACHING HOURS*

Issue Date: 11/14/19

Teachers must make themselves available beyond regular hours for events such as faculty meetings, parent-teacher conferences, special meetings called by the principal or the superintendent, and other duties as assigned by administration. Administrators shall not place an unreasonable burden on any employee, nor schedule an undo amount of such functions for the staff. Unless otherwise directed by the Principal/Supervisor, certificated personnel shall be at school at least thirty (30) minutes before school begins and shall remain at school at least thirty (30) minutes after school is dismissed to assist with the supervision of students and other duties as needed.

3.0311.10

LANE CHANGES

Issue Date: 04/03/03 Updated: 10/08/20

1. The following items will be accepted for educators desiring to move from one lane to another on the District salary schedule: College credit; Utah State Office of Education professional development credits, and District professional development credits, which have been pre- approved; and National Board Certification credits. The following two options are approved by the district for lane changes.

1. Lane changes may occur from college credits exclusively.

2. Lane changes may occur from a combination of college credits and the other types of credits, as listed above. At-least half of the credits must come from college courses.

2. Quarter/semester hours on the salary schedule will be honored after an educator has been awarded a Bachelors Degree and has received a teaching license, Associate or Professional, from the Utah State Board of Education or equivalent agency or institution of another state. All other quarter/semester hours may only be applied toward a lane change if they were earned after the date the teaching license, Associate or Professional, was received.

1. Credits earned from DCSD induction courses will be counted toward lane changes even if a teacher's Bachelors Degree hasn't been awarded.

3. Utah State Office of Education professional development credits, and District professional development credits, which have been pre-approved, and National Board Certification credits may impact changes from Teaching License (BS) to BS +20, BS.+20 to BS +37, M.S. to M.S. +30 and M.S. 30 to M.S.+50. The number of hours attended in professional development, USBE credit, or district approved credit, will determine the amount of credit received toward a lane change. Ten (10) clock hours of in-service are equivalent to one (1) college quarter hour and fifteen (15) clock hours of in-service are equivalent to one (1) college semester hour. In-service credit must be authorized in subject areas where the District, school or teacher has needs. The requirements to be met to obtain the credit shall be set forth as the in-service work is authorized. (Proper signatures, documentation, type of workshop, etc.) Present salary schedule lane changes are based on semester hours. One (1) semester hour equates to 1.5- quarter hours.

4. Employees with previous experience in another school district must provide documentary evidence of credits beyond a Bachelor's or Master's Degree to qualify for a specific lane within the policies of Duchesne County School District. The District lane change committee will review the documentation on an individual basis and determine the appropriate lane.

5. Educators must notify the Superintendent's office of their intent to change lanes on the proper forms that are distributed in the spring and by the date indicated on the form. Lane changes will be made when the educator furnishes the District a transcript of credits or other written proof that the credits have been earned. All proof of credit must be submitted by the date indicated on the yearly calendar.

6. The District lane change committee will review all lane change requests.