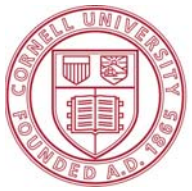

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Written Agreement

Based on Principles of
Shared Governance
between

The Board of Education
of the Salt Lake City School District

and
The Salt Lake Teachers Association

2003-2004

SLVTA

Revised Copy –October 30, 2003

Salt Lake City School District

440 East First South
Salt Lake City Utah 84111-1898

Human Resources Department
Tel: (801) 578-8340
FAX: (801) 578-8689

The Written Agreement has been approved and ratified by the Board and the Association and will remain in effect from July 1, 2003 until June 20, 2007.

Signed this 11th day of August 2003.

Clifford Higbee
President
Salt Lake City Board of Education

Elaine D. Tzourtzouklis
President
Salt Lake Teachers Association

TABLE OF CONTENTS

Article	Topic	Page
Article 1--Definitions		1
1.1	Teacher	1
1.2	Board	1
1.3	Association	1
1.4	District	1
1.5	Superintendent	2
1.6	School Year	2
1.7	Year of Service	2
1.8	Site-Based Decision Making	2
1.9	FTE	3
1.10	Prorated Benefits	3
1.11	Hours	3
1.12	Consensus	3
1.13	Parity	3
1.14	Ratification	3
Article 2--Contractual Effect		4
2.1	Agreement Continuing Contract	4
2.2	Agreement Supersedes Policy	4
2.3	Alterations of Agreement	5
2.4	Duration	5
2.5	Binding Effect	5
2.6	Code of Ethics	5
2.7	Equal Opportunity	6
2.8	Interruption of Employment	6
2.9	Contract Waivers	6
Article 3--Recognition		7
3.1	Exclusive Representation	7
3.2	Verification of Representation	7
Article 4--Association Rights		8
4.1	Exclusivity	8
4.2	Association Use of Building	8
4.3	Association Use of Facilities	8
4.4	Committee Assignments	8
4.5	Academic Freedom	8
4.6	Released Time	9
4.7	Association Meetings	9
4.8	New Teachers	9
Article 5--Negotiations		10
5.1	Negotiations Scope	10

5.2 Initiating Negotiations 10
5.3 Meetings 10
5.4 Identification of Issues 10
5.5 Budgetary Data 10
5.6 Negotiations Data 10
5.7 Consultants 11
5.8 Released Time 11
5.9 Good Faith 11
5.10 Distribution of Material 11
5.11 Impasse 11
5.12 Adopting Agreements 11
5.13 Joint Study Committee 11
5.14 Cost of Publication 12

Article 6--Grievance Procedure 13

6.1 Definitions 13
6.2 Purpose 13
6.3 Procedural 13
6.4 Rights of Teachers and Representation 15
6.5 Miscellaneous 15
6.6 Review of Services 16

Article 7--Short Term Leaves of Absence 18

7.1 Parties to Procedures 18
7.2 Procedures for Leaves 18
7.3 Sick Leave 18
7.4 Sick Leave Bank 20
7.5 Personal Leave 21
7.6 Bereavement Leave 22
7.7 Temporary Leave 22
7.8 Military Leave 23
7.9 Funding for Out of District Professional Meetings 23
7.10 Deductible Leaves 23
7.11 Partial Deduction 24
7.12 Reporting 24
7.13 Priority of Substitute Teachers 24

Article 8--Long Term Leaves of Absence 25

8.1 Compulsory Military Service 25
8.2 Extended Leave 25
8.3 Return from Extended Leave 26
8.4 Sabbatical Leave 27
8.5 Renewal Leave 28
8.6 Medical Verification 29

Article 9--Teacher Protection and Student Discipline 30

9.1 Obligations and Reports 30
9.2 Information 30
9.3 Procedures for Teacher Defense 30
9.4 Immediate Action 30
9.5 Liability Insurance 31
9.6 Directive Control 31
9.7 Teacher Judgment and Board Support 31
9.8 Written Report 32
9.9 Personal Property Protection 32
9.10 District Negligence 32

Article 10--Staffing and Staff Reduction 33

10.1 Seniority 33
10.2 Reduction in Force 33
10.3 Staff Maintenance 34
10.4 Class Size 36
10.5 Job Sharing 37
10.6 Interns 38

Article 11—Evaluation, Administrative Assistance, and Remediation 39

11.1 Evaluation Process 39
11.2 Evaluation Expectations 40
11.3 Informal Assistance 42
11.4 Remediation 42
11.5 No Transfers 46
11.6 Provisional Teachers 46

Article 12—Termination 48

12.1 Termination for Failure to Meet Remediation Standards 48
12.2 Termination Procedures for Other Causes 48
12.3 Voluntary Termination of Employment (Resignation) 49

Article 13--Employment Status 50
13.1 No Alteration of Duties 50
13.2 Teacher Personnel Files 50

Article 14--Transfers and Assignments 51
14.1 Voluntary Transfer 51
14.2 Involuntary Transfers and Assignments 53
14.3 Unassigned Status 53
14.4 Priority of Assignment 54
14.5 Filling Vacancies 55

Article 15--Shared Governance 57

15.1 Policy 57
15.2 No Loss of Professional Advantage 57
15.3 District Shared Governance 58
15.4 School Improvement Council 58
15.5 School Community Council 60
15.6 Student Services Council 63
15.7 Governance Areas 64
15.8 Summer School Program 67
15.9 Teacher Facilities 68
15.10 Cooperation on Innovative Practices 69
15.11 Child Care 69
15.12 Legislative Programs 69

Article 16--Procedures for Payment Programs 70

16.1 Professional Growth 70
16.2 Salary Lane Adjustments 70
16.3 Lane Change Qualification 70
16.4 Salary Movement 70
16.5 District Lane Change Committee 70
16.6 Criteria for Credit 71

16.7 Graduate Degrees 71
16.8 Schedule Footnotes 71

Article 17--Salary and Schedule Placement 73

17.1 Verification of Salary 73
17.2 Negotiations 73
17.3 Summer Pay 73
17.4 Index Schedule 73
17.5 Placement on Salary Schedule 74
17.6 Salary Schedule to All Teachers 74
17.7 Employment Renewal Assumed 75
17.8 No Individual Action 75
17.9 Statute of Limitations 75
17.10 Savings Program 75
17.11 Professional Development Days 75
17.12 Salary Schedule Conversion Table 75

Article 18--Extracurricular Activities 76

18.1 Extracurricular Allocation 76
18.2 Disclosure 76
18.3 Distribution 76
18.4 Sterling Scholar Stipends 78

Article 19--Insurance 79

19.1 Basic Coverage 79
19.3 Cost Containment 79

19.5 Coordinated Benefits..... 80
19.6 Life..... 80
19.7 Long Term Disability Insurance..... 80

Article 20--Annuities..... 82
20.1 Establishing Annuities Deduction..... 82
20.2 No Tax Exempt Guarantee..... 82
20.3 Release from Contract..... 82
20.4 Limited Company Recognition..... 82

Article 21--Retirement..... 83
21.1 Counseling..... 83
21.2 Eligibility..... 83
21.3 Continuation of Insurance..... 83
21.4 Payments for Accumulated Leave..... 83
21.5 Early Retirement..... 84
21.6 Notification..... 85

Teacher Salary Schedule..... 86

Semester & Quarter Credit Hours Equivalency Chart..... 86

Index..... 87

Article 1

DEFINITIONS

1.1 **Teacher.**

The term "teacher" shall mean all certificated/licensed contract personnel employed by the District and paid on the Teacher Salary Schedule.

1.1.1 **Provisional Teacher.** The term "provisional teacher" shall mean any teacher with less than 3 years of service in the District except as noted in 11.6.1.

1.1.2 **Probationary Teacher.** The term "probationary teacher" means a teacher who has been properly informed that he/she is not performing satisfactorily.

1.1.3 **Career Teacher.** The term "career teacher" shall mean any teacher on a continuing contract who is not provisional or probationary.

1.1.4 **Faculty.** The term "faculty" shall mean all certified teachers paid from the Teacher Salary Schedule who are assigned to individual schools.

1.2 **Board.**

The term "Board" shall mean the Board of Education of the Salt Lake City School District in the City and County of Salt Lake and State of Utah, or its designee.

1.3 **Association.**

The term "Association" shall mean the Salt Lake Teachers Association.

1.3.1 **Association Representative (AR).** The term "Association Representative" shall mean the duly elected representative(s) to the Salt Lake Teachers Association elected by the SLTA members in that school.

1.4 **District.**
The term "District" shall mean the Salt Lake City School District in the City and County of Salt Lake and State of Utah.

1.5 **Superintendent.**

The term "Superintendent" shall mean the Superintendent of Schools of the Salt Lake City School District in the City and County of Salt Lake and State of Utah, or a designee.

1.6 **School Year.**

The term "school year" shall mean the period of time established by the official nine month calendar adopted by the Board of Education through shared governance procedures (as per Article 15) and complying with minimum requirements of the State Board of Education. The number of days that teachers work is a term and condition of employment. The school calendar as herein defined shall be used in determining payment policies for teachers.

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

1.7 **Year of Service.**

The term "year of service" shall mean service by a teacher regularly employed in any one year for a number of days equal to one half the school year.

1.8 **Site-Based Decision Making.**

The term "Site-Based Decision Making" shall mean the decentralizing of many decisions, allowing those responsible for implementation to make the decisions in view of their individual circumstances and challenges.

1.8.1 **Site-Based Decision Makers.** The Administration, faculty, and School Community Council are the site-based decision makers. The School Improvement Council makes recommendations to the faculty to expedite decision making.

1.9 **FTE.**

The term "FTE" shall mean full time equivalent teacher.

1.10 **Prorated Benefits.**

The term "prorated benefits" shall mean that benefits provided through this Agreement are prorated to teachers proportionately according to each teacher's FTE.

1.11 **Hours.**

The term "hours" shall mean that all hours referenced in the Written Agreement be used exclusively for accounting purposes unless otherwise prescribed.

1.12 **Consensus.**

The term "consensus" shall mean a general agreement arrived at by those concerned. It does not mean 100% agreement, but an ability to accept and support the overall plan.

1.13 **Parity.**

The term "parity" shall mean each party in a shared governance group has equal strength. One party cannot impose a decision upon the other.

1.14 **Ratification.**

The term "ratification" shall mean the process used by the faculty to make a decision when consensus can not be reached. The ratification percentage is determined by the faculty and must be no less than 66% of the faculty in attendance.

Article 2

CONTRACTUAL EFFECT

2.1 **Agreement Continuing Contract.**

This agreement will be referenced in each teacher's yearly continuing contract and be deemed to be a part thereof.

2.1.1 **Satisfactory Work.** Teachers doing satisfactory work will be continued in service on the basis of continuing contracts in accordance with paragraph 2.1.3.

2.1.2 **Continuing Contracts and Benefits.** All full-time teachers on continuing contracts shall receive the full benefits of the Board insurance program, leave benefits, vacation provisions, etc. Part-time employees see Articles 10 and 14 and Section 1.10.

2.1.3 **Non-Continuing Contracts.** Non-continuing contracts may be issued to teachers if the teacher is:

a. on provisional status,
b. in a temporary position,
c. in a position funded with "soft" money,
d. the less senior member of the job share team.

After three consecutive years of satisfactory performance, a teacher employed for a fourth year will be given a continuing contract. All teachers on non-continuing contracts will receive seniority on the same basis as teachers who have continuing contracts.

2.1.3.1 The Association will be provided annually with a list of teachers on non-continuing contracts.

2.2 **Agreement Supersedes Policy.**

In case of any direct conflict between the express provisions of this agreement and any Board of Education policy, practice, procedure, custom or writing not incorporated in this agreement, this agreement shall control.

2.2.1 **Site-Based Decisions.** The site-based decision making process shall be subject to the terms of the Written Agreement.

2.3 **Alterations of Agreement.**

Changes in any section of this agreement (basic rules, policy, administrative items, shared governance) shall be made only through established procedures of negotiation, and not by either a unilateral decision by the parties or by 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 agreement cannot be reached, it shall be submitted to the Board of Education.

2.4 **Duration.**

In interim years (annually), each party may bring up to three (3) issues to negotiate. In addition, compensation and other mutually agreed upon issues shall also be addressed.

Prior to the expiration date the parties shall meet to negotiate a successor agreement.

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 the 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.

2.5 **Binding Effect.**

This Agreement shall be binding upon and enforced by both parties.

2.6 **Code of Ethics.**

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

2.7 **Equal Opportunity.**

The schools and the District will not discriminate against any person or groups of persons because of race, age, religion, country of origin, sex, or physical or other impairment or disability not related to performance of a position.

2.8 **Interruption of Employment.**

When a teacher returns to work for the District after an interruption in employment, the terms of the negotiated agreement in effect on the date the teacher returns to work is the contract under which the teacher is employed.

2.9 **Contract Waivers.**

Provisions of the Written Agreement shall not be waived unless approved in writing by the Superintendent and the Association President. The duration and exact provision shall be stipulated.

Article 3

RECOGNITION

3.1 **Exclusive Representation.**

It is agreed that "all teachers" constitute "an appropriate unit" for purposes of bargaining terms and conditions of employment and representation. The Board agrees to recognize the Salt Lake Teachers Association as the exclusive representative of all teachers. Any individual teacher or group of teachers shall have the right at any time to present grievances to the Board. No teacher shall suffer any reprisal by the District for engaging in lawful Association activities or exercising their constitutional rights.

3.2 **Verification of Representation.**

Such recognition, once effective as to the unit described above, shall be effective during each year of the term of this continuing contract, or any renewal thereof. If within 90 days prior to December 31 of any year good cause exists to believe that a majority of the members of the unit have not designated or selected the Association as their representative, the Board may request and shall be furnished by the Association with satisfactory evidence of such designation or selection by such majority, failing which the Association shall not be recognized as the representative.

Article 4

ASSOCIATION RIGHTS

4.1 **Exclusivity.**

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

4.2 **Association Use of Building.**

Use of buildings for teacher association meetings shall be the exclusive privilege of the Salt Lake Teachers Association. These meetings shall be without cost, as approved by the unit administrator provided that such meetings do not interfere with the normal operation of the school and follow other District policies.

4.3 **Association Use of Facilities.**

The right of the Association to place notices, circulars, and other materials on designated bulletin boards and in teachers' mailboxes shall be the exclusive right of the Salt Lake Teachers Association. Authorized representatives of the Association will assume responsibility for the posting or distributing of material for the Association. When appropriate, such materials shall be signed.

4.4 **Committee Assignments.**

All assignments of teachers to District-wide committees, including Shared Governance and Professional Development committees, shall be made in annual consultation with the Association president.

4.5 **Academic Freedom.**

Academic Freedom is a vital part of an effective school system. The District and the Association acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with the performance of their professional duties. Accordingly, employees will have freedom in classroom presentations and discussions and may introduce materials relevant to course content.

When doing so teachers should comply with their professional obligations in regard to state law, District and state school board policy and disclosure documents.

4.6 **Released Time.**

4.6.1 **President.** The District shall release the Association president of two-sixths (2/6) of the regular academic assignment for that individual. The president's schedule will maximize the period of continuous uninterrupted non-classroom time to serve the common interests of the Salt Lake City School District and the Association.

4.6.1.1 **Benefits.** During the term of office, the president shall receive full benefits to include the accumulation of sick leave, personal leave, seniority in the District and retirement contributions. He/she shall receive compensation for Professional Development Days worked. Sick leave, personal leave and Professional Development Days shall be used and reported according to District policy and procedures.

4.6.1.2 **Return to Position.** Upon completion of the president's term of office, the president at his/her discretion shall be returned to the position from which he/she takes leave or shall return as an unassigned teacher as noted in 14.4.3.

4.6.2 **Others.** The parties agree to continue the practice of allowing the periodic release of Association representatives for District and Association activities of value to the District as requested by the Association. The cost of substitutes for Association activities will be borne by the Association.

4.7 **Association Meetings.**

The first, third and fifth Wednesdays of every month are reserved for Association business. No District/school activities involving teachers will be held on these days after 3:30 p.m. School or District meetings may be held on the second and fourth Wednesday of each month.

4.8 **New Teachers**

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

Article 5

NEGOTIATIONS

5.1 **Negotiations Scope.**

After approval and implementation of the agreement and upon request by the Association to the Board or by the Board to the Association, the Board and the Association will negotiate salaries, budgetary items, fringe benefits, hours and conditions of employment, and any change that is deemed necessary in this agreement.

5.2 **Initiating Negotiations.**

Written requests for negotiations between the Board and the Association may be submitted at any time by either party.

5.3 **Meetings.**

Negotiations will be conducted annually at times and places mutually agreeable to the persons named by each party; however, the first annual meeting shall be on or before the last Monday in March.

5.4 **Identification of Issues.**

At the first negotiation meeting the teams will present issues to be considered using the Interest Based process. After the first meeting, new issues may be introduced only by mutual consent.

5.5 **Budgetary Data.**

The Association and Superintendent shall together review preliminary budgetary information affecting revenue and expenditures as soon as they are available for an ensuing year. Further, they shall work together to develop a preliminary budget proposal for presentation to the Board.

5.6 **Negotiations Data.**

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

5.7 **Consultants.**

Either party may, if so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

5.8 **Released Time.**

If negotiations are scheduled during the school day, the participants shall be released from their regular duties without loss of pay. Qualified substitute teachers will be provided by the District as needed.

5.9 **Good Faith.**

The Board and the Association agree to negotiate in good faith. During negotiations the Board team and the Association team will exchange points of view on issues discussed and present relevant data when requested.

5.10 **Distribution of Material.**

All materials to be distributed anywhere shall be identified by source and be signed. Such material shall not constitute a personal or unfair attack on any individual and shall comply with fair practices. Both parties will exert effort to enforce this provision and will publicly disclaim support of any material which is produced in violation of this provision.

5.11 **Impasse.**

If the negotiations reach an impasse, the issues in dispute shall be settled in any manner agreeable to both parties.

5.12 **Adopting Agreements.**

Any agreements reached through the aforementioned procedure shall be prepared in writing and shall be submitted to the Association and the Board for its approval.

5.13 **Joint Study Committee.**

5.13.1 The negotiators for the Board and the Association are empowered to create joint study committees.

5.13.2 Consultants may be used if deemed necessary by either party.

5.13.3 If meetings of joint study committees are scheduled during the regular school day, members of such committees shall be released from their regular duties without loss of pay and substitutes provided by the District.

5.13.4 Recommendations and reports of joint study committees are advisory in nature.

5.13.5 Upon completion of its study and submission of a written report on the subject assigned to it, a joint study committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except by mutual consent of the negotiating teams.

5.13.6 The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study on any subject.

5.14 **Cost of Publication.**

The Board shall be responsible for the entire cost of printing and distribution of the published formal collective bargaining contract between the parties.

Article 6

GRIEVANCE PROCEDURE

6.1 **Definitions**

6.1.1 **Grievance.** A "Grievance" is a claim based upon an event or condition which affects the conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Written Agreement. Review of Services could be filed on matters not related to this document.

6.1.2 **Aggrieved Person.** An "aggrieved person" is the person or persons making the claim.

6.1.3 **Party in Interest.** A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

6.2 **Purpose.**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All parties shall cooperate and act in good faith to resolve the grievance.

6.3 **Procedural.**

6.3.1 **Level One - Informal.** The aggrieved person shall first discuss the grievance with the administrator or person with whom he/she has the grievance, either personally or accompanied by or represented by the Association, with the objective of resolving the matter.

6.3.2 **Level Two - Formal.** If the grievance cannot be solved informally, a formal written grievance (Form A) must be filed with the administrator or immediate supervisor. Form A shall also indicate that the Professional Rights & Responsibilities Committee (PR&R)

a. has been given notice of the grievance, and,
b. has acknowledged such notice.

6.3.2.1 The formal grievance shall be answered to the aggrieved on Form B within five (5) working days after receipt. If the grievance is not answered within the prescribed time limit, it is automatically appealed at the next level.

6.3.2.2 The aggrieved shall accept or reject the decision rendered on Form B. If rejected, the grievance is referred to the PR&R Committee on Form C.

6.3.3 **Level Three.**

6.3.3.1 If settlement is not reached following review, the chairman of the PR&R Committee shall refer a copy of Form C to the Superintendent who shall represent the administration at this level of the grievance procedure.

6.3.3.2 Within fifteen working days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person (and his/her representative if desired) to resolve it. The Superintendent shall render a decision on Form D within five working days of the meeting.

6.3.4 **Level Four - Advisory Arbitration.**

6.3.4.1 If the aggrieved person chooses to go to arbitration, the Association and the Administration shall make the selection of the arbitrator from a mutually agreed upon list which shall be reviewed and updated annually. If the Association and the Administration cannot agree on an arbitrator each shall designate an arbitrator of their choice. The two arbitrators shall then select a third arbitrator who will become the designated arbitrator. The arbitrator/designated arbitrator selected shall confer with the Superintendent and the Association and hold hearings promptly. The decisions of the arbitrator/designated arbitrator shall be issued not later than twenty (20) calendar days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statement and proofs are submitted to them.

6.3.4.2 The arbitrator/designated arbitrator shall submit to the Board written findings of fact, along with the reasoning behind the findings and recommendations on the issues submitted, at the next regular meeting of the Board. The findings and

recommendations of the arbitrator/designated arbitrator shall be subject to Board approval.

6.3.4.3 The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

6.4 **Rights of Teachers and Representation.**

6.4.1 **Reprisals Prohibited.** No reprisals of any kind shall be taken by either party against any party in interest, any school representative, any member of the PR&R Committee or any other participant in the grievance procedure.

6.4.2 **Representation.** Any party in interest may be represented and/or accompanied at all stages of the grievance procedure by an appropriate person of his own choosing. The faculty Association Representative (AR) shall be such representation at Level One unless the teacher desires to choose another person.

6.4.3 **Right of Representation.** Any teacher shall have the right to have the Association present and to state its views at any level in the grievance procedure. Copies of all forms and correspondence shall be sent to the Association.

6.5 **Miscellaneous.**

6.5.1 **Association and Class Actions.** If, in the judgment of the appropriate Association representative, a grievance affecting a group or class of teachers is not resolvable at Level One, representatives of the Association may submit such grievance in writing to the Superintendent directly.

6.5.2 **Separate Grievance File.** All documents, communications and records dealing with the processing of a grievance shall not be filed in the personnel files of the participants.

6.5.3 **Joint Forms.** To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Superintendent and the Association.

6.5.4 **Information.** The Board agrees to make available to the aggrieved person and his/her representative all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

6.5.5 **Release for Hearings.** When it is necessary at any level for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent during the school day, the Superintendent's Office shall so notify the principal of such Association representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

6.5.6 **Selection of Remedy.** The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure; provided however, that nothing contained herein shall deprive any teacher of any legal right which he/she presently has.

6.6 **Review of Services.**

6.6.1 **Purpose.** The Review of Services is a process for resolving conflict at the lowest level and to review services provided by individuals and/or programs. This process is not open for students to file reviews on teachers. The Student Services Council provides an avenue of due process for students.

6.6.2 **Local Level.**

6.6.2.1 **Informal Step.** The initiator of each review shall first meet with the person on whom the review is to be filed, with the objective of resolving the matter informally and making it clear that a formal review is being contemplated. Either party may, at any point during the informal step, request that the Review be dropped or moved to the formal step.

6.6.2.2 **Formal Step.** If the review is not resolved at the previous step, parties shall complete a detailed written description on the appropriate negotiated form(s). After the form(s) have been exchanged, parties will meet again to discuss all previous information. It shall be the responsibility of both parties to complete this process within fifteen (15) working days after the informal meeting.

6.6.3 **District Level.** If a review is not resolved at the local level, all appropriate signed forms shall be sent to the District office and a review number shall be assigned. At this time, if both parties mutually agree, the process may proceed directly to 6.6.5, bypassing advanced level 6.6.4.

6.6.4 **Advanced Level.** A person mutually agreed upon by the parties shall evaluate all formal review documents received and make a recommendation. If, after consideration of fifty (50) names, a name cannot be mutually agreed upon, each party shall select one person and those two shall select the evaluator.

6.6.5 **Office of the Superintendent.** If the conflict has not been resolved the review will be sent to the Office of the Superintendent for a decision which will be given within fifteen (15) working days of the completion of the formal step.

6.6.6 **Board Hearing.** If the decision of the Superintendent is not satisfactory, either party may request a hearing before the Board of Education to be held within fifteen (15) working days from request.

6.6.7 **Allegations.** When allegations are received by the District without utilizing the above process, the Superintendent shall respond to the initiator with an acknowledgment and an explanation of the appropriate process. Copies of the Superintendent's response shall be sent to the initiator of the allegation.

6.6.8 **Process.** All parties shall be notified of all decisions rendered. If review is terminated at any point in the process, all parties shall be notified.

6.6.9 **Files.** A folder containing the information gathered on each review is maintained for at least five years in the District Office and such folders are available for inspection by appropriate parties.

Article 7

SHORT TERM LEAVES OF ABSENCE

7.1 **Parties to Procedures.**

It is the policy of the Board of Education to provide leaves of absence for the employees of the District. Such leaves shall be implemented through procedures developed by the Superintendent of Schools and the Association. Such procedures shall be presented to the Board of Education for information purposes.

7.2 **Procedures for Leaves.**

7.2.1 **Notice to Human Resources.** Applications for leave shall be implemented and processed by the Human Resources Administrator. In all cases the teacher will notify the office of the Human Resources Administrator of his/her intention to take leave.

7.2.2 **Reporting Leave.** The Employee's Verification of Absence from Employment form is to be used for reporting leave and is available in the various schools.

7.2.3 **Application and Notice.** In cases where application for leave is made only in Human Resources, that office will notify the principal or principal's designee as early as possible. A teacher who knows he/she will be making application for leave shall notify the principal or principal's designee as early as possible so that necessary adjustments can be made.

7.3 **Sick Leave.**

7.3.1 **Uses.** All teachers employed by the Board shall be entitled to sick leave benefits for personal illness or serious illness in one's own immediate family, one's spouse's immediate family, or others who have assumed those roles. These family members include one's spouse, children, and parents.

7.3.1.1 **Special Uses.** Sick leave may be converted to personal leave (7.5.4) in the event of a serious illness of someone not covered in Paragraph 7.3.1. Such leaves may be granted by the principal with review of the Human Resources Administrator.

7.3.1.2 **Allowance and Accumulation.** The annual sick leave allowance for FTE nine-month employees shall be 72 hours at full pay with a maximum cumulative allowance of 1440 hours.

7.3.1.3 **Limit Per Illness.** The District will generally not provide FTE employees more than 960 hours of sick leave for the same illness.

7.3.1.4 **Eligibility for New Teachers.** For new teachers employed by the Board, allowance for sick leave shall not be operative until the individual has reported for duty.

7.3.2 **Sick Leave Incentive Option.**

7.3.2.1 This optional benefit is only available to teachers at the top step of their lane on the salary schedule.

7.3.2.2 Each year on October 1st people who opt into the Sick Leave Incentive Plan will receive an up-front payment equal to 1.1% of their contract salary.

7.3.2.3 Teachers participating in the incentive shall have two records of accrued sick leave. One record shall include sick leave accrued before joining the incentive plan (old sick leave). The other record shall include sick leave accrued after joining the incentive plan (new sick leave).

7.3.2.4 New sick leave shall be used first. There will be a 20% deduction of the daily rate of pay for each of these days used or for any days used from the Sick Leave Bank.

7.3.2.5 There will be no deduction of 20% of the daily rate of pay for old sick leave used. If old leave is used, those days will not be restored with the new year's accrual.

7.3.2.6 If no sick leave is used, no deductions will occur.

7.3.2.7 Upon retirement Article 21.4 will remain in effect only for sick leave accumulated previous to enrollment in this sick leave plan.

7.3.2.8 To receive this benefit, a teacher must apply in writing on a form available in the Human Resources Department, which

form must be filed no later than August 15 for traditional calendar schools or June 15 for year-round schools.

7.3.2.9 A person may not drop out of the plan once in it.

7.3.3 **Recovery from Illness.** A teacher facing a long recovery from serious illness or accident shall, upon written application, be granted an unpaid leave of absence for the recovery period.

7.3.3.1 **Return to Work.** The conditions for the return to work of a teacher who takes such extended convalescent leave shall be the same as those who take leaves of fewer than sixty (60) days.

7.3.4 **Prorating Sick Leave.** In those cases where a teacher does not work a full contract year, the sick leave allowance shall be pro-rated according to the ratio that the number of days of actual service bears to the total number of days of possible service.

7.4 **Sick Leave Bank.**

7.4.1 **Purpose.** A Sick Leave Bank is established for teachers to draw upon for their own serious illness, accidents, hospitalization, and disability beyond their own accumulated sick leave. Time from the Sick Leave Bank is available only for the teacher's own illness, not for illness of family members. All FTE teachers have four hours of their sick leave allowance deducted each year from the beginning of their contract employment.

7.4.2 **Eligibility.** Teachers with four years or more seniority who have used their accumulated sick leave may apply to the Sick Leave Bank.

7.4.2.1 **Application.** Sick Leave Bank applications shall be on a standard District form and include a recommendation from a doctor of medicine.

7.4.3 **Maximum Use.** FTE teachers may draw upon the Bank not to exceed 960 hours in any twelve month period (refer to 7.3.1.3). Moreover, sick leave will not exceed 960 hours accumulatively for the same illness; exception(s) to be noted (refer to 19.7.2).

7.4.4 **Waiting Period.** After an FTE teacher has used all of his/her own accumulated sick leave there will be for each occurrence 40 hours without sick leave benefits before he/she starts to draw from the Sick Leave Bank. Teachers who have 20 years or more with the District will not be required to have a waiting period.

7.4.5 **Administering Committee.** This bank shall be administered by the Sick Leave Bank Committee composed of the Human Resources Administrator as chair, with equal representation from teachers and classified personnel.

7.4.6 **Long-Term Disability.** The Sick Leave Bank is not intended as protection for long-term catastrophic illness or hospitalization and cannot be a substitution for insurance programs which cover such periods of long-term disability. The approval and granting of sick leave from the Sick Leave Bank by the Sick Leave Bank Committee may be contingent upon the employee making application for disability retirement or otherwise taking the initiative in resolving personal finances in case of a permanent or long-term disability.

7.4.7 **Injury on the Job.** Contract employees who are injured in the scope and course of their employment may receive the full amount of their salary for the duration of the contract year under the following conditions: The appropriate part of the salary (amount awarded by the Industrial Commission) will be charged to the Workman's Compensation. The prorated daily balance will be charged to the employee's sick leave. When sick leave is exhausted the employee then becomes eligible for the Sick Leave Bank.

7.5 **Personal Leave.**

7.5.1 **Allowance.** Sixteen hours personal leave will be granted to each teacher during the annual term of the contract without loss of pay.

7.5.2 **Additional Leave.** Eight additional hours will be granted during the annual term of the contract with substitute cost to be deducted from the teacher's salary.

7.5.3 **Accumulation.** A teacher may accumulate up to 40 fully paid hours of personal leave. After a teacher has accumulated 40 hours each additional unused personal leave hour will be added to the teacher's accumulated sick leave. The additional leave hours (7.5.2) are not accumulative.

7.5.4 **Sick Leave Conversion.** After all personal leave has been used, including additional leave (7.5.2), an employee may request in writing to the Human Resources Administrator, a conversion of hours of accumulated sick leave to hours of personal leave. Any refusal of such requests shall be in consultation with the President of the Association or designee.

7.6 **Bereavement Leave.**

7.6.1 **Entitlement.** All teachers employed by the Board shall be entitled to a nondeductible leave of absence for the death of a member of one's own immediate family, of one's spouse's immediate family, or others who have assumed the roles of one's immediate family, for up to forty hours. These family members include spouse, children, grandchildren, parents, grandparents, and siblings.

7.6.2 **Unspecified Uses.** For circumstances not specified in Section 7.6, the teacher may utilize personal leave for bereavement purposes as specified in Section 7.5.

7.7 **Temporary Leave.**

Teachers shall be granted the following non-deductible temporary leaves of absence with pay during each school year.

7.7.1 **Legal Proceedings.** The time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceedings, if the teacher is required by law to attend (less any remuneration received for such service).

7.7.2 **Jury Duty.** Teachers shall be granted leave with pay for jury duty. Such leave will be leave with pay less any remuneration for such services.

7.7.3 **Educational Meetings.** The time necessary to attend educational meetings when permission is granted by the Superintendent.

7.7.4 **Application.** Application for leaves of absence under this Article are to be submitted in advance to the Human Resources Administrator who shall notify the principal and applicant when the leave is granted.

7.7.5 **Non-Deductible Leaves.** Other non-deductible leaves of absence (with pay) may be granted for the following reasons: (1) To serve by assignment on a shared governance project; (2) By assignment attending a workshop, convention or in-service training; (3) Assigned to assist by observing or by direct help a teacher on informal assistance; (4) Absent while being assisted on informal assistance; (5) Serving in a leadership capacity in a special District project; and (6) Attending to other District or Association business by assignment of

the Superintendent or his/her designee.

7.8 **Military Leave.**

Teachers who are members of the United States Army, Air Force, Navy, Marine, Coast Guard Reserve or members of the Army or Air National Guard shall be allowed leaves of absence not to exceed ten (10) working days to attend annual training or other properly ordered periods of active duty in conjunction with their service. Such leaves of absence shall be granted only on the basis of official military orders which must be filed in Human Resources. Teacher's may choose to accept military pay or teacher salary while on leave. Teachers accepting District pay must remit military pay to the District.

7.9 **Funding for Out of District Professional Meetings.**

7.9.1 **Requests.** Teachers wishing to apply for funding to attend out of District conferences may apply following procedures published by the department funding the conference with the approval of the site administrator. If funding is granted, the individual will notify the site administrator of the approved conference.

7.9.2 **Organization Conventions.** The Board will continue to grant permission to the Association to send representatives to organizational conventions at no expense to the Board.

7.10 **Deductible Leaves.**

Deductible leaves of absence (without pay) may be granted as per Board Policy and for personal and private reasons if these absences do not interfere with site responsibilities.

7.10.1 **Personal Business.** Permission may be granted to teachers to conduct private business or accompany a spouse, when such absence is without pay, approved by the principal, and is considered by the Superintendent as being appropriate.

7.10.2 **Travel with Spouse.** An employee may be granted a leave without pay to accompany a spouse to a convention or on a business trip if the immediate supervisor feels that it does not interfere with site responsibilities and is approved by the Human Resources Administrator. Generally, such leaves should be no more than five (5) days in length. (This limitation is not applicable to job share teachers.)

7.10.3 **Priority for Board Needs.** Employees are encouraged to attend professional meetings when such attendance is directly related to Board of Education needs or to building needs as determined by the SIC. When attendance at a professional meeting is a personal matter, no supporting funds are available. However, attendance may be approved if the principal believes it is appropriate and if it can be accomplished at no cost to the District.

7.11 **Partial Deduction.**

The Superintendent may grant leaves of absence with deductions of the cost of a substitute when the absence serves the District needs to some degree.

7.12 **Reporting.**

Teacher absences, whether deducted or not deducted, must be appropriately reported on District forms.

7.13 **Priority of Substitute Teachers.**

Teachers who are requesting sick leave have priority over teachers who are attending local in-service and/or professional meetings.

Article 8
LONG TERM LEAVES OF ABSENCE

8.1 **Compulsory Military Service.**

Teachers, who leave for service as defined in the Uniformed Service Employment and Reemployment Right Act, USERRA, shall be granted reemployment by the Board provided the service does not exceed five years, continuous or cumulative. To qualify for reemployment, when possible, the teacher must provide advance notice before leaving for the service, must be separated honorably, and report back to work according to the following schedule: Service of 1-30 days... the first regularly scheduled work day eight hours after the end of the calendar day separated; Service of 31-180 days...application for reemployment must be submitted no later than 14 calendar days for service greater than 180 days...application for reemployment must be submitted no more than 90 calendar days after completion of the service. Teachers are eligible for reemployment to a position for which they are qualified to teach and entitlement to all provisions of the seniority escalator at the point the teacher would have occupied if the teacher had been continuously employed.

8.1.1. **Health Benefits.** Health benefits coverage may be continued at the election and expense of the individual. For periods of 30 days or less, the teacher will only be responsible for the normal employee's share of the premium. For a period of more than 30 days, the teacher may elect to purchase up to 18 months of health insurance at the rate that will not exceed 102% of the full premium for the coverage. Upon return to work the teacher is entitled to reinstatement of health insurance without penalty, proof of insurability, or issues relating to pre-existing conditions except those related to the service.

8.1.2. **American Red Cross.** Teachers who enter the service of the American Red Cross in time of national emergency on a full-time basis will be entitled to all the provisions of 8.1.1 and 8.1.2 with all the privileges granted to those who enter the services defined by USERRA.

8.2 **Extended Leave.**

The Board of Education upon application by an employee may grant a leave of absence for the following reasons: illness or recuperation not covered by sick leave, infant/child rearing, transfer of spouse, further study and other comparable reasons.

8.2.1 **Written Notification.** The teacher shall notify the Human Resources Administrator in writing of his/her desire to take such leave at least thirty (30) calendar days prior to the date on which the leave is to begin except in the case of emergency.

8.2.2 **Length of Leave.** An approved leave of absence except as noted in 8.3.2 (60 calendar days or less) will extend to the beginning of the following school year or the first day of the second semester as mutually agreed upon at the time of taking leave. Requests for exceptions will be reviewed by the Association and the District and approved only by mutual consent.

8.2.3 **No Compensation.** The teacher will receive no compensation from the District during the period of his/her leave of absence except as he/she might qualify for sick leave pay. To qualify for sick leave pay the absence must be occasioned by illness or disability; an employee must be disabled at the commencement of the leave period. While on leave of absence without pay, employees who become ill or disabled are not entitled to sick leave pay.

8.2.3.1 Employees who are on an approved non-paid leave of absence may pay for their insurance as per 19.3

8.2.4 **Intent to Return.** The teacher shall give the Human Resources Administrator written advance notice of his/her continued intent to return to employment 60 calendar days prior to the expected return date. The teacher and the Human Resources Administrator may mutually agree upon a lesser notification period.

8.3 Return from Extended Leave.

8.3.1 A teacher who is granted leave of absence shall, upon return to work at a pre-specified date, be reactivated to the position from which he/she takes leave.

8.3.2 **Prespecification of Return.** At the time of taking approved leave, the teacher may specify a time of return to employment within sixty (60) calendar days. That teacher shall be returned to his/her position on that date, except in the case of emergency.

8.3.3 **Return from Leave/Unassigned.** Teachers returning from leave whose position has been eliminated through processes identified in

14.3.2 shall be considered "unassigned" and treated according to 14.5.3 of this agreement.

8.3.4 **Schedule Placement and Benefits.** A teacher returning from approved extended leave without pay shall be placed on the step and lane of the salary schedule the teacher was on prior to taking leave unless the teacher had completed more than one-half of the school year. In this case, the teacher shall be placed on the next step and appropriate lane of the salary schedule unless returning during the same contract year. Upon the teacher's return, all unused accumulated sick leave and any other benefits which accumulated to the teacher's credit shall be restored.

8.4 Sabbatical Leave.

Sabbatical leaves for teachers are provided under the following regulations:

8.4.1 **Minimum Service.** Applicants must have completed a minimum of six consecutive years of teaching experience in the Salt Lake City School District before being eligible for a sabbatical.

8.4.2 **Purpose.** A sabbatical leave will be considered only for reasons of professional growth such as additional academic or experience training that will be of value to the program of the District, department or site.

8.4.3 **Filing.** Applications made upon forms to be furnished by the Board shall be filed with Human Resources during the month of January preceding the school year of the anticipated sabbatical leave.

8.4.3.1 Applications shall include a letter of support from the administrator of any program which may be impacted by the planned leave activity.

8.4.4 **Priority.** The Administration and the Association shall recommend a priority ranking of all applicants. Value to the District being equal, preference will be given to those teachers with the longest period of uninterrupted service to the District and those who have not had a prior sabbatical leave. Applicants will be notified of the priority ranking by March 15.

8.4.5 **Eligibility.** No person is to be given such leave of absence more often than once in seven years.

8.4.6 **Maximum Available Leaves.** A maximum of 10 teachers approved by a committee representing the Association and the Administration will have sabbatical leaves in any one year.

8.4.7 **Salary.** Sabbatical recipients will be paid one-half of their salary in equal monthly payments over 10 or 12 months.

8.4.8 **Reemployment Guaranteed.** A teacher who is granted a sabbatical leave of absence is assured reemployment, and upon return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.

8.4.9 **Return to Position.** A teacher must have the approval of the Superintendent for a sabbatical leave. The full terms of the leave shall be negotiated with the Superintendent and confirmed in a letter to the teacher including whether the teacher is returning to the school and/or assignment he/she is leaving or returning as an "unassigned" teacher. A teacher replacing a teacher on sabbatical leave who has been assured that he/she may return to his/her present assignment shall be made aware through written notification that the assignment is temporary.

8.4.10 **Full Benefits.** All teachers on sabbatical leaves shall be entitled to all insurance benefits provided by the Board at the expense of the Board.

8.4.11 **Unpaid Leave Option.** In addition to the above provisions, a teacher may be granted sabbatical leave without pay and may purchase his/her own health and major medical insurance under the Board's policy.

8.5 **Renewal Leave.**

The Board of Education upon application by an employee who has fifteen (15) consecutive years of service with the District, may grant a leave of absence without pay for renewal purposes.

8.5.1 **Maximum Allowable Leaves.** The number of leaves granted for renewal purposes in any one year will not exceed three (3).

8.5.2 **Return from Leave.** Provisions of section 8.2.1 through 8.2.4 are applicable to such leave.

8.6 **Medical Verification.**

The Board in its discretion may require written verification from a doctor of medicine of the District's choosing as to the teacher's physical and/or mental condition, ability and advisability of either remaining at home or of returning to work.

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The Board in its discretion may require written verification from a doctor of medicine of the District's choosing as to the teacher's physical and/or mental condition, ability and advisability of either remaining at home or of returning to work.

Article 9
TEACHER PROTECTION AND STUDENT DISCIPLINE

9.1 **Obligations and Reports.**

Teachers have the obligation to enforce school rules and regulations and to enforce the discipline standards of the school in all areas of school operation. If any teacher is accused of a violation of law in connection with the teacher's employment duties, the teacher and the principal shall make written response as to the accusations and circumstances to the Superintendent of Schools within five days of the occurrence. A teacher charged with a crime involving moral turpitude or the commission of a felony in connection with his/her employment, shall report the charges as soon as possible to the principal.

9.2 **Information.**

The Superintendent will comply with any reasonable request to provide information in his/her possession to the teacher.

9.3 **Procedures for Teacher Defense.**

If criminal or civil proceedings are brought against a teacher for an act in connection with the teacher's duties and obligations within the scope of the teacher's employment, the District will, upon request of the teacher, assume the responsibility of the teacher's defense and any judgment assessed against the teacher. A teacher shall request the District to provide that defense in writing no later than 10 days after receiving service of process. This provision does not apply in cases where the criminal allegations or civil proceedings are brought by the Board of Education. If the teacher fails to make request for defense within 10 days or refuses to cooperate in the defense, the District is not obligated to defend the teacher nor to pay any judgment assessed. Nothing in this section shall require the District to pay any part of a claim or judgment for fines, damages, penalties, nor forfeiture arising out of criminal proceedings, nor for punitive or exemplary damages arising out of civil action.

9.4 **Immediate Action.**

In the event that a teacher has claimed to have suffered physical threat, injury, or abuse involving a student, pending a legal decision that an "assault" has been committed upon the teacher, the principal may determine that an attack, bodily threat, verbal abuse, physical

injury or similar action has been suffered by the teacher. The principal shall then take such immediate disciplinary action regarding the student, that in the principal's professional judgment and within Board policy is necessary in order to bring timely relief to the situation.

9.5 **Liability Insurance.**

To the extent, and only to the extent, that the District may be liable for the teacher's conduct under applicable Utah law, the Board agrees to provide liability insurance coverage for the benefit of the teacher. Such coverage shall be of the same scope and nature, and with the same limits, as liability insurance carried by the District for its own protection, pursuant to the provisions of the Utah Governmental Immunity Act.

9.6 **Directive Control.**

Teachers may, within the scope of their employment, use and employ such amounts of directive control, as is in the teacher's judgment (in loco parentis) reasonable and necessary when it is their determination that such force is required in order to:

a. Quell a disturbance threatening physical injury to others or for controlling disruptive situations.
b. Obtain possession of weapons or other dangerous objects upon the person of any individual or within his control.
c. Defend themselves.
d. Protect persons or property.

Acts of physical restraint should be used for the purpose of control and not for the purpose of punishment.

9.7 **Teacher Judgment and Board Support.**

The Board will support the judgment of the teacher in applying such disciplinary practices as the teacher deems appropriate in order to maintain order and to protect the legal rights and safety of teachers and students if the actions of teachers do not violate Board policies. The Board will support reasonable and professional disciplinary practices which protect the legal rights and the safety of teachers and students. Procedures for discipline in the schools will be developed by the Administration and the Association.

9.8 **Written Report.**

The principal and the teacher shall immediately make a written report of the circumstances involving the action and discipline of a student, and such report shall be on file in the school office. Any teacher who claims to have suffered physical threat, injury or abuse involving a student may file criminal charges against the student.

9.9 **Personal Property Protection.**

Under normal conditions the District does not assume responsibility for personal property. The District will reimburse teachers for loss of personal property if loss occurs at school in relationship to disciplining students.

A review committee consisting of a central administrator, a school administrator and an Association leader will investigate situations to determine if loss was related to discipline of students.

9.10 **District Negligence.**

Whenever anyone suffers injury or loss as a result of District negligence, the District is legally responsible for that loss. The District is insured for such losses and anyone so injured should file a claim.

Article 10

STAFFING AND STAFF REDUCTION

10.1 **Seniority.**

10.1.1 **Seniority Ranking.** Each teacher in the District shall receive a seniority number which will indicate the beginning of his/her seniority. The number shall be based on the date and time of the return of the first contract during a period of continuous employment. The seniority number is not related to the employee number.

10.1.2 **Unit Service.** Seniority, as applied in this agreement is the total length of continuous uninterrupted service to the District within the bargaining unit (those paid on the Teacher Salary Schedule).

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

10.2 **Reduction in Force.**

10.2.1 **Policy.** It is the policy of the Salt Lake City School District to reduce staff in proportion to its loss of students and in consideration of its revenue.

10.2.2 **Reduction by Seniority.** For the purpose of determining which teacher(s) should be released from duties, the Superintendent, in consultation with the Association President or their designees shall first give consideration to the instructional needs of the District. Consideration shall then be given the teacher in the District with the least seniority, and if the instructional needs of the District can be adequately met by the remaining teachers, then that teacher will be released from duties. If the instructional needs of the District cannot be adequately met or if more teachers are to be released from duties, consideration shall then be given the teacher with the next least seniority in the District, and so on until the task is completed.

10.2.3 **Equal Opportunity.** Implementation of these provisions shall give consideration to the Equal Employment Opportunity Act of 1972.

10.2.4 **Notice of Lay-Off.** Teachers who have not received notice of termination by May fifteenth (15) shall be deemed to have continued employment for the ensuing school year.

10.2.5 **Salary Upon Recall.** Teachers who are reemployed following termination due to reduction of staff shall be placed on the next step and the same lane of the salary schedule they were on prior to termination unless in the intervening time they have qualified themselves for a lane change in which case they shall be placed on the higher lane.

10.2.6 **Benefits Restored.** Sick leave and personal leave benefits which have been accrued by an employee at the time of termination due to reduction in staff shall be reinstated to the credit of the employee upon his/her return to employment with the District.

10.3 **Staff Maintenance.**

Any change from current practice of staffing on mid-year projections of annual average daily membership shall be made through the governance procedure. After contracts have been issued for the following year, termination shall be for unsatisfactory performance only.

10.3.1 **Satisfactory Performance Assumed.** Each teacher's performance will be considered satisfactory unless there has been an evaluation by established procedures to the contrary.

10.3.2 **Release from Contract.** An individual teacher contract may be terminated by mutual agreement at any time. An individual teacher will be granted a release from a contract upon 30 days notice.

10.3.3 **Employment Period of Contract Teachers.** Contract teachers, except provisional teachers, are hereby provided a method whereby they may consider themselves reemployed for each succeeding year unless notified of a contrary intent.

10.3.4 **Continuation of Contract.** All contract teachers who have not received notice of termination pursuant to provisions of the Agreement by May 15th shall be entitled to continuing employment for the ensuing year.

10.3.5 **Subcontracting.** Responsibilities which require certification shall not be assigned to non-certified personnel or assistants. This shall not restrict the District from implementing innovative staffing practices which conform to certification requirements; such practices must be approved through the District's shared governance process.

10.3.6 **Qualifications.** The District will assign teachers according to State Board of Education guidelines:

a. teaching major and/or minor
b. equivalency
c. educational areas in which the teacher has demonstrated competency

10.3.6.1 **Endorsement Assistance.** Teachers who have their assignment changed because of curricular changes at a school and who are required to qualify for a different endorsement may request assistance through the In-service Committee.

10.3.7 **Staffing Patterns.** Special program directors and coordinators shall notify each School Improvement Council of proposed staffing changes in sufficient time to allow the affected teachers to be informed and to present their views.

10.3.8 **Priority to Present Staff.** No teacher newly hired who has not given service in the District shall replace a teacher who has been under contract, whose work has been satisfactory and who is qualified or has taught in a given grade, subject or position.

10.3.8.1 **Non-Continuing Contracts.** The Human Resources Administrator will meet and discuss with the Association representatives any teacher on a non-continuing contract before a letter of termination is issued.

10.3.9 **Elementary Split Grade Level Classes.** Teaching assignments of split grade level classes will be rotated on a yearly basis and no teacher of a split grade level class will be required to teach the split a second time until all teachers in those two grade levels have taken the assignment in rotation. At the conclusion of the school year, the teacher completing the split level assignment, will return to his/her previous grade level assignment. At this point, assignments will be handled by the SIC as per Article 14.3.

10.4 **Class Size.**
The parties shall make strong efforts to attain reasonable class size loads.

10.4.1 **Equal Class Loads.** The parties shall strive to balance loads and to treat all students, teachers, schools and areas equally.

10.4.2 **Class Size Cost.** The parties recognize that class size is related to economic benefits and that reduction of class size is a heavy cost.

10.4.3 **Assignment/Load Committee.** Concerning class size the committee shall:

a. meet and make recommendations to correct inequities on class size and load
b. meet monthly and more often if business dictates
c. review reports from SIC on class size and teacher loads
d. develop guidelines on classroom student numbers, which can be used by teachers and administrators to make an appeal for relief (see Article 14.3.4 for composition of committee)
e. monitor elementary class size and secondary teacher loads and make suggestions to improve upon maximum and minimum class size/teacher load recommendations.

10.4.4 **Overload Appeal.** A teacher, principal and/or SIC may petition the Assignment Load Committee and appeal for additional staff for overload relief.

10.4.5 **Teaching Schedule and Curriculum.** The School Improvement Council will evaluate the proposed teaching schedule and curricular offerings of the school when it is being developed and approve the tentative schedule (1) prior to the end of the school year, (2) at the beginning of the school year, and (3) at the semester change. The School Improvement Council shall assist the administration in seeing that teaching loads as well as individual sections are equalized.

10.4.6 **High Schools.** High school scheduling and teaching periods are defined in Board Policy, July 7, 1981, which shall be subject to the procedures of Article 2 of the Written Agreement.

10.5 **Job Sharing.**

10.5.1 **Arrangement.** In cases where it is advantageous to the District, the school, the teachers, and agreed to by the principal, a job sharing arrangement may be implemented which provides that two teachers may accept responsibilities for one full time teaching assignment. The job sharing arrangement shall be reviewed annually by the administration. The result of this review shall be presented to the job sharing team.

10.5.1.1 **Schedule.** The teachers' daily and weekly work schedules will be arranged by the job sharing team. It will not be deemed appropriate to adopt schedules which anticipate long absences of teachers. Such absences should be treated as extended leaves without pay.

10.5.1.2 **Reporting.** The job sharing work schedule will be described on the school organization report.

10.5.2 **Companion Selection.** A teacher opting to job share shall be given the opportunity of selecting a companion teacher, provided that teacher is qualified for the position and is approved by the principal.

10.5.3 **In-School Priority.** Teachers may be assigned as a job sharing team within their school without consideration of seniority of teachers from outside that school, providing there is an opening in the school for which the team qualifies.

10.5.4 **FTE Modification.** A part-time teacher being increased to full-time or a full-time teacher being reduced in FTE, upon his/her request, may remain at his/her present school in spite of the seniority status of teachers wishing to be transferred into that school, providing there is a vacancy and providing the teacher is qualified to fill the vacancy.

10.5.5 **Absences.** Whenever a sharing teacher is absent from his/her work as per the pre-arranged schedule, a record of his/her absence will be maintained by the principal and, where appropriate, will be reported to the Payroll Office. The absence may be covered in one of the following ways:

10.5.5.1 A substitute teacher may be requisitioned from the Substitute roster.

10.5.5.2 The other sharing teacher may "cover" for the absent teacher, in which case, one of the following apply:

10.5.5.2.1 The "covering" teacher will be paid at the substitute rate (if the absence is covered by paid leave).

10.5.5.2.2 The "covering" teacher will be paid at his/her contract rate (if the absence is a leave without pay).

10.5.5.2.3 The absent teacher may at a later date reciprocate by "covering" for the other teacher, in which case the "covering" teacher is not paid. (It is intended that such an arrangement would be implemented only in cases of brief absences and will be documented as Compensatory Time.)

10.6 **Interns.**

No contract teacher shall be declared unassigned (surplus) as a result of an intern program in his/her school.

Article 11

EVALUATION, ADMINISTRATIVE ASSISTANCE AND REMEDIATION

11.1 **Evaluation Process.**

11.1.1 **Purpose.** The desired purposes of evaluation are to allow the Educator and the District to:

a. Promote the professional growth of the teacher.
b. Identify and encourage teacher behaviors which contribute to student progress.
c. Identify teacher strengths and weaknesses.
d. Improve the education system.

11.1.2 **Orientation.** The principal shall orient all teachers assigned to the school regarding the purpose and methods of evaluation. No evaluations shall take place prior to the orientation.

11.1.3 **Procedures and Guidelines.**

a. The evaluation system must include standards for satisfactory performance which fit the job, role or teaching assignment.
b. Evaluation is to be performed by the principal, the principal's designee or the teacher's immediate supervisor.
c. The teacher shall be personally informed about the evaluation process and given a copy of the evaluation instrument at least fifteen (15) days prior to the evaluation cycle.
d. As soon as possible, but not more than five (5) working days after the observation, the evaluation shall be written and discussed with the teacher. After discussion and revision of the summative evaluation, a copy of the evaluation shall be given to the teacher, and one copy shall be placed in the employee's personnel file.
e. Multiple lines of evidence may be used.
f. A written response to all or any part of the evaluation may be attached to the evaluation.

11.1.4 **Review.** A teacher who is not satisfied with the written summative evaluation has 30 days to request a review of the evaluation.

11.1.5 **Notification.** At least sixty (60) calendar days prior to the end of the school year, a teacher whose performance has been determined to be inadequate shall be notified of the summative evaluation results

and the evaluator's recommendations. Supplementary evaluations may be performed for good cause after that date.

11.2 Evaluation Expectations.

11.2.1 **Evaluation.** It is the position of both parties that persons not suited to the educational setting should not be employed by the District. The principal shall evaluate teachers based on the Teaching Expectancies. The evaluation strategies shall be mutually developed by the District and the Association. Anonymous comments will not be considered in evaluation. A signed copy of the evaluation shall be given to the teacher.

11.2.1.1 The principal and teacher may agree to an alternate method of evaluation providing that the intent of Written Agreement section 11.1 is followed.

11.2.2 **Informal Assistance and/or Remediation.** Informal Assistance and/or Remediation shall be based on the teacher's performance in his/her assignment, and according to the Teaching Expectancies.

11.2.3 **Teaching Expectancies.**

11.2.3.1 Teachers are committed to students and their learning.

a. Teachers recognize individual differences in their students and adjust their practices accordingly so that students can learn.

b. Teachers have an understanding of how students develop and learn and adjust their practices to accommodate student learning.

c. Teachers assess students equitably and document their progress.

d. Teachers extend learning beyond developing the cognitive capacity of their students.

11.2.3.2 Teachers know the subjects they teach and how to teach those subjects to students.

a. Teachers appreciate how knowledge in their subjects is created, organized and linked to other disciplines.

b. Teachers command specialized knowledge of how to convey a subject to students.

c. Teachers generate multiple paths to knowledge.

11.2.3.3 Teachers are responsible for managing and monitoring student progress toward performance standards and results.

a. Teachers use multiple methods to meet these standards and results.

b. Teachers organize learning in group or individual settings.

1. Teachers establish a classroom atmosphere conducive to developing positive attitudes and meaningful student behaviors.

2. Teachers explain and administer the rules of conduct in a reasonable and prudent manner and keep appropriate documentation of disciplinary action.

c. Teachers place a premium on student engagement.

d. Teachers regularly assess student progress and adjust their practices accordingly.

e. Teachers are mindful of the primary goals for each learner.

11.2.3.4 Teachers think systematically about their practices and learn from experience.

a. Teachers, in making difficult choices, adapt their practices in determining what is in the best interest of their students

b. Teachers seek the advice of others and draw on educational research and scholarship to improve their practices.

11.2.3.5 Teachers enhance the learning of their students by participating in learning communities.

a. Teachers contribute to school effectiveness by cooperating with other professionals and staff.

b. Teachers work collaboratively with parents or guardians.

c. Teachers utilize school, District and community resources to enhance student learning.

d. Teachers support written District and school policies.

11.2.4 **Academic Qualifications.** When teachers are assigned to positions for which they are not certified/endorsed, the evaluation of such teachers shall take into consideration the circumstances of their academic assignments.

11.3 **Informal Assistance.**

11.3.1 **Use.** Principals shall use informal assistance before a teacher is placed on remediation.

11.3.2 **Process.** When the principal believes a teacher needs assistance to improve his/her teaching performance, the administrator shall work informally with the teacher using classroom observations, feedback and informal suggestions for improvement. The principal, in consultation with the Association, may form a team consistent with 11.4.2.4 which would continue the process of remediation if necessary.

11.3.2.1 The principal shall inform the teacher of his/her right to be represented by the Association at any time during the process.

11.3.2.2 The process shall be a developmental effort to help the teacher improve performance and shall be based on standards written and measurable as determined by the principal in consultation with the teacher.

11.3.2.3 The principal may also call upon District teachers trained in Peer Coaching.

11.3.2.4 Frequent written and oral feedback should be given to the teacher, but no record of this process shall be on file in the teacher's Personnel file.

11.3.3 **Summative Evaluation.** If the problem persists beyond a time agreed upon by both teacher and principal, a summative evaluation shall be conducted prior to formal remediation.

11.4 **Remediation.**

11.4.1 **Determination.** If the principal, based upon Sections 11.2 and 11.3, determines that Informal Assistance has not solved the problem, remediation shall be instituted.

11.4.2 **Process.** The remediation process shall be conducted as follows:

11.4.2.1 The principal or an administrator assigned by the Superintendent shall inform the teacher of his/her right to be represented by the Association.

11.4.2.2 Remediation shall be based on the teacher's performance in his/her assignment according to the teaching expectancies stated in 11.2.3.

11.4.2.3 The principal or an administrator assigned by the Superintendent shall inform the teacher by conference and in writing, using the Referral for Remediation form, of the reasons for initiating remediation. Copies of the signed form shall be given to the teacher, the Association and the Superintendent's office.

11.4.2.4 **Remediation Team.** A Remediation Team shall be formed to maximize the help given to the teacher in the remediation process. The team shall consist of a professional educator designated by the Superintendent, the school principal, an Association coordinator, and a grade or subject assisting teacher. The team may also select a Team Assigned Teacher and/or others to assist the Remediation Team.

11.4.2.5 **Roles.** The roles ascribed to each member of the Remediation Team are as follows:

The Chairperson.

a. Is designated by the Superintendent.
b. Reviews the reasons and Referral Form for Remediation with the Team.
c. Schedules and attends needed review meetings as determined by the teacher and the Team.
d. Writes the Remediation Plan in conjunction with the teacher and the Team.
e. Writes periodic Team reviews and gives copies to the teacher and the Team members.
f. Assists teacher with teaching performance.
g. At the conclusion of the Remediation process, writes the final Remediation Team Report to the Superintendent. Gives copies to the teacher, Team members, and Association.

The Principal.

a. Initiates Remediation Procedures.
b. Completes all necessary Remediation forms in compliance with District standards.
c. Defines the need for Remediation with support statements.

d. Observes teacher and writes periodic reviews giving copies to teacher and Team members.
e. Attends all review meetings.
f. Assists the teacher.
g. Makes the final decision of Remediation.

The Association Coordinator.
a. Is designated by the Association.
b. Is the Association liaison person between administration and teacher to insure that the Remediation process is properly followed.
c. Insures that the teacher is treated in a fair and equitable manner.
d. Attends all review meetings.
e. Observes and assists the teacher.
f. Has substitute provided and mileage reimbursed upon request to administration.

The Grade-Subject Assisting Teacher. (Teacher with similar position.)
a. is designated by the Association.
b. Observes and works directly with teacher using:
   1. Model Teaching
   2. Methods of student control.
   3. Positive attitude toward students.
   4. Appropriate strategies for teaching - lesson plans, curriculum, etc.
   5. Techniques to meet different learning needs.
c. Attends all review meetings.
d. Has substitute provided and mileage reimbursed upon request to administration.

The Team Assigned Teacher.
a. May be recommended by the Remediation Team.
b. Shall spend a period of time, up to one month, based on individual need, working directly with the teacher.
c. Will be employed from retired teachers or teachers on leave.
d. Shall make a final written report to the Remediation Team and the teacher.

11.4.3 **Disagreement.** Should any member of the Remediation Team, or the teacher, disagree with any procedure or decision, he/she has

the right to file a Grievance, Request for Review of Services, and/or a minority report.

11.4.4 **First Team Meeting.** Within five (5) classroom days after the Referral for Remediation form has been received by the Superintendent, the Remediation Team shall be assigned, and the first Team meeting held.

11.4.5 **Plan.** The Remediation Team shall develop a Remediation Plan in consultation with the teacher within five (5) classroom days after the first Remediation Team meeting. If the Remediation Team determines that there is insufficient time to begin effective implementation of the Remediation plan before the end of the school year, Remediation shall be postponed until the beginning of the following school year with no monetary penalty to the teacher.

11.4.6 **Time Line.** The remediation shall have a flexible time line ranging from 30 to 60 classroom days, commencing the first classroom day after the first team meeting with the teacher. The entire team will determine the length of the remediation process based upon the following guidelines. One expectancy would be assigned a minimum of 30 days, and each additional expectancy would be assigned at least an additional 10 days to a maximum total of 60 days. In the event that absences due to illness occur, that amount of time will be added to the remediation process. The administration may request medical verification of the absence as per Section 8.6.

11.4.6.1 **Monthly Meetings.** The Remediation Team shall meet at least once a month to review teaching performance as observed by members of the team.

11.4.7 **Written Reports.** The team will first meet without the teacher to compile data from the observations. This report will be written by the chairperson and copies will be given to the teacher and all Team members at each meeting.

11.4.8 **Final Review.** At the conclusion of the remediation process an evaluation meeting with the teacher and members of the Team takes place. The parties shall review the plans, expectancies and progress at this meeting. If remediation is successful, as determined by the principal in consultation with the Team and based upon Sections 11.2 and 11.3, the remediation process will be terminated and any records or documents making reference to the remediation will be removed from the employee's personnel file. After three years of satisfactory

performance all references to the remediation process will be removed from the employee's personnel file.

11.4.9 **Mutual Termination of Process.** At any time during the remediation process, the remediation may be terminated upon the terms and conditions mutually agreed upon by the teacher and principal.

11.4.10 **Final Report.** Within ten (10) classroom days after the final evaluation meeting, the chairperson shall submit the final Remediation Team Report including the principal's written decision to the Superintendent and Association.

11.4.11 **Salary Adjustment.** Employees on remediation shall not be advanced on the salary schedule until satisfactory remediation has been achieved. Immediately upon satisfactory remediation, the salary shall be adjusted from that date forward. If the total remediation process is not completed by the end of the school year, the teacher may choose to have the remaining remediation period be extended into the next school year.

11.4.12 **Return to Remediation.** If, after successfully completing remediation, a teacher reverts to previous patterns of poor performance within three (3) years, that teacher shall be placed immediately on remediation.

11.4.13 **Termination.** A return to patterns of poor performance after two (2) remediations shall result in termination.

11.5 **No Transfers.**

A teacher shall not be transferred from the school of his/her assignment while on informal assistance or remediation.

11.6 **Provisional Teachers**. (see definition under 1.1.1)

11.6.1 **Provisional Term.** A teacher shall be on provisional status until the teacher has completed three years of service in the District. However, an experienced teacher may be removed from provisional status after one or two years of service upon the recommendation of the principal. A beginning teacher may be removed from provisional status after two years of service upon the recommendation of the principal.

11.6.2 **Provisional Assistance.** During the period of provisional status, the provisional teacher shall be provided with examples of model teaching, visits to other programs, teacher assistance within the teacher's own classroom and/or using other agreed upon appropriate methods.

11.6.2.1 **Assistance Team.** The principal shall be assisted by at least one teacher leader. Documentation of assistance shall be kept by the principal, with a copy for the provisional teacher.

11.6.2.2 **Progress Report.** The provisional teacher shall receive timely bimonthly conferences accompanied with a written progress report addressing strengths and weaknesses.

11.6.3 **Final Conference.** At least 60 days prior to the end of each provisional year, the provisional teacher, the principal and the teacher leader shall meet to discuss the progress of the provisional teacher. The provisional teacher will be notified at this time of his/her evaluation results and the principal's recommendations.

11.6.4 **Continuation of Employment.** The principal shall notify the Human Resources Administrator as to whether the provisional teacher is recommended for continued employment.

11.6.5 **Transfers.** Under most circumstances it is desirable for the provisional teacher to remain at one school for the period of provisional status.

Article 12
TERMINATION

12.1 **Termination for Failure to Meet Remediation Assistance Standards.**
When termination is necessary due to an individual's failure to meet remediation standards, written notice signed by the Superintendent shall be given at least thirty (30) days prior to the proposed date of termination. Such written notice shall be delivered in person or sent by registered mail addressed to the teacher at his/her last known post office address.

12.2 **Termination Procedures for Other Causes.**

12.2.1 **Notice of Cause.** Before any teacher may be dismissed for any cause, except where the procedures of this Agreement are applicable, he/she shall be given a written notice by at least thirty (30) days prior to the effective date of dismissal signed by the Superintendent, stating the causes for dismissal. Such written notice may be delivered in person or sent by registered mail addressed to the teacher at his/her last known post office address. A copy of Article 12 shall be included with the termination notice.

12.2.2 **Procedures.** After receipt of such notice, the teacher shall, at his/her option, be entitled to (1) a conference with the Superintendent, and (2) a hearing before the Board. The teacher may call the Association, school staff, and such other witnesses as the teacher may deem necessary. Said hearing shall commence within thirty (30) days after receipt of such notice.

12.2.3 **Just Cause.** If the interest of the school or schools require it for sufficient and just cause, a teacher may be suspended pending a hearing and the rendering of a decision. Teachers shall be dismissed only for just cause, but shall not supersede the Board's rights under Article 10, Reduction in Force, of the Written Agreement.

12.2.4 **Selection of Hearing Examiner.** In the event that it should be decided to appoint a Hearing Examiner(s), as provided in orderly termination statute, the Superintendent and the Association President or their designees shall make the selection of the Hearing Examiner from a mutually agreed upon list which shall be reviewed and updated annually. The Hearing Examiner's decision shall be subject to Board approval.

12.2.5 **Restoration of Records and Benefits.** In all cases where the final decision is made in favor of the teacher, the charge or charges against him/her shall be expunged from the records. If, pending final decision as to his/her dismissal, such teacher has been suspended and, therefore, has suffered loss of salary, he/she shall be reimbursed in full for this time lost.

12.3 **Voluntary Termination of Employment (Resignation).**

12.3.1 The Board and a teacher may mutually agree to terminate the teacher's contract at any time.

12.3.2 A teacher may voluntarily terminate the employment contract prior to the commencement of school by submitting written notice to the Human Resources Administrator no later than July 1st (May 1st for the year-round schools).

12.3.3 After July 1st (May 1st for the year-round schools) of each year, a teacher may terminate employment contract upon giving written notice to the Human Resources Administrator at least 30 calendar days prior to termination.

Article 13
EMPLOYMENT STATUS

13.1. **No Alteration of Duties.**

General contract duties of any teacher or the general contract responsibilities of any teaching position in the District shall not be substantially altered or increased without prior consultation with the Association.

13.2 **Teacher Personnel Files.**

All materials placed in a teacher's permanent central office personnel file, subsequent to initial employment materials, shall be available to the teacher for inspection upon request.

13.2.1 **Notice of Personnel File Entries.** Material which is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's personnel file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge having read such material by signing the actual copy to be filed. Such signature does not indicate agreement with content of the material.

13.2.2 **Response to Personnel File Contents.** The teacher shall have the right to answer any material filed, and his/her answer shall be reviewed by the Superintendent and attached to the personnel file copy.

Article 14
TRANSFERS AND ASSIGNMENTS

14.1 **Voluntary Transfer.**

14.1.1 **Report of Vacancies.** The Human Resources Department will identify and advertise known vacancies beginning March 1 of each school year. Vacancies which occur between March 1 and May 15 of each school year will be posted for all career teachers to consider. Vacancies will be posted at the District office and sent to each school and the Association between March 1 and May 15 of each school year. Notices of vacancies will include required endorsements and skill requirements. These vacancies will be available to career teachers only.

14.1.2 **Requests for Transfer.** Career teachers may apply for specific vacancies by submitting a request for transfer form to Human Resources no later than 10 working days following the vacancy notice. After a teacher has submitted one transfer form, requests for transfer to additional openings can be accomplished by notifying Human Resources no later than 10 working days following the vacancy notice.

14.1.3 **Priority to Present Staff.** All teachers currently in a school, including part-time teachers and those on leave of absence, shall have priority to any vacancies in the school before any vacancy is declared by the SIC. If more than one teacher in the school has applied for the same position, the teacher best qualified for that position shall be appointed, and qualifications being substantially equal, seniority in the school system shall control. Assignment of new teachers in the school shall be made in accordance with Section 14.4.1 through 14.4.5.

14.1.4 **Information.** The Superintendent shall make available to the Association requested information pertaining to individual re-assignment and/or transfer.

14.1.5 **Hiring Process.** Using a common set of criteria, principals, in consultation with the SIC, will review all transfer requests and select the candidates to be interviewed. If fewer than three qualified career teachers have applied, the principal may request additional outside recruitment and consider applicants from outside the District along with any career teachers.

Candidates to be interviewed will be personally notified by the school. After interviewing and considering these candidates, the principal, in consultation with the SIC will select the most qualified candidate. In the event none of the internal applicants meets the prerequisites for the position, the principal may request additional outside recruitment. In this event, the principal shall justify to the Human Resources Administrator, the reasons why none of the internal applicants could be selected. The Human Resources Administrator will verify with the Association that full consideration and due process were given to all career teachers applying for the position.

When the position has been filled, all candidates will be notified in writing by either the school or Human Resources. Whenever possible, this notification shall be made before the end of the current school year.

14.1.6 **Transfers After May 15.** Current teachers may apply for vacancies which occur after May 15, and will receive consideration along with applicants from outside the District.

Transfer requests for teachers assigned to schools on the traditional calendar will be honored until the first day of the teacher's contract year. Transfer requests for teachers in year-round schools will be honored until the end of the first interim session.

The Human Resources Administrator may facilitate transfers based on individual circumstances with the agreement of both the teachers and principals. Considerable effort should be given to facilitate transfers of teachers who have been with the same school for five or more years, and who desire to transfer.

14.1.7 **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 sections 14.1.1 through 14.1.5.

14.1.8 **Part-time to Full-time Transfers.** Part-time teachers who desire full-time status may apply for vacancies as current teachers according to sections 14.1.1 and 14.1.2.

14.1.9 **Trades.** Teachers who desire to initiate cooperative trades between schools may do so with the approval of the teachers involved, the principals involved and the Human Resources Administrator. Trades must have written limits stating (1) the minimum length of the

trade period, and (2) any guarantee of return to the original schools, grade levels, teaching assignments, rooms, etc., at the end of the trading period.

14.2 **Involuntary Transfers and Assignments.**

14.2.1 **Necessary Changes and Appeals.** The Board and the Association recognize that some involuntary transfer of teachers from one school to another or reassignment within a school is unavoidable. Therefore, teachers shall be available for involuntary transfer and changes in placement or assignment as necessary. The Superintendent may transfer a teacher to any unit when a particular service is needed in that unit. Such transfers shall be made in consultation with the Association. Such decisions are subject to appeal and decisions by the Assignment/Load Committee. Such decisions are subject to other appeals available to the teacher in the District.

14.2.2 **Meeting/Reasons/Objection.** An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Human Resources Administrator or the principals involved, at which time the teacher will be notified of the reason thereof. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Association will meet with the Board's designee to resolve the matter.

14.2.3 **Information.** The Human Resources Administrator shall make available to the Association requested information pertaining to individual reassignments and/or transfers.

14.2.4 **Consultation.** Teachers and administrators will be consulted before a decision is made. Transfers will not be automatic but based on needs.

14.3 **Unassigned Status.**

14.3.1 **Basis of Unassigned.** It is the policy of the Salt Lake City School District to declare staff unassigned based on program needs, student enrollment, and revenue.

14.3.2 **SIC Identifies Unassigned.** For the purpose of determining which teacher(s) should be unassigned, the School Improvement Council shall first give consideration to the instructional needs of the school. The SIC shall then consider the teacher(s) in the school, including those on leave of absence, with the least seniority in the

District, and if the instructional needs of the school can be adequately met by the remaining teachers, then that teacher is declared unassigned. If the instructional needs of the school can be adequately met or if more teachers are to be unassigned, then the SIC shall consider the teacher, including those on leave of absence, with the next least seniority in the District, and so on until the task is completed.

14.3.2.1 Each member of a job share team shall retain his/her individual seniority ranking as specified in 10.1.1 (Seniority Ranking).

14.3.3 **Reporting Unassigned.** The principal, in cooperation with the School Improvement Council, shall report to the Human Resources Administrator which of the teachers presently assigned to that school are recommended to continue at that school into the new school year. Teacher(s) not needed to meet the school's needs for the new year will be identified as "unassigned" and will be so reported to the Human Resources Administrator. The SIC should be prepared to justify any decision which leaves a "less senior" teacher in a school and a "more senior" teacher unassigned.

14.3.4 **Assignment/Load Committee.** A committee chaired by the Human Resources Administrator or designee and composed of four teachers selected by the Association (representing each level) and three other administrators selected by the Administrators Association (representing each level) shall meet as needed as the Shared Governance Committee for transfers, reassignments and reduction in force.

14.3.5 **Reassignment Form.** Each unassigned teacher will complete a reassignment form developed by the Administration and the Association.

14.4 **Priority of Assignment.**
The priority of assignment shall be:

14.4.1 Sabbatical leave returnees whose specific assignment was agreed upon at the time the leave was granted (refer to Article 8.4.9).

14.4.2 Leave returnees whose specific assignment was agreed upon at the time the leave was granted.

14.4.3 Unassigned teachers and sabbatical leave returnees whose specific assignment when they return was not agreed upon at the time

the leave was granted shall be assigned in accordance with provisions of Article 14.5.3.

14.4.4 Teachers who have requested reassignment, subject to provisions of Article 14.1.1 and 14.1.2.

14.4.5 Teachers new to the District.

14.5 **Filling Vacancies.**

14.5.1 **SIC Identifies Vacancy.** For the purpose of determining the nature of a vacancy within a school, the SIC shall first consider the instructional needs of the students. In cooperation with the School Improvement Council, the principal will describe on a written District form the educational qualifications needed to fill the vacancy, giving consideration to the totality of the assignment, including the academic subject matter, extra-curricular needs, and FTE. Before the report is submitted to the Human Resources Administrator it must be determined by the SIC that no teacher presently on that school's staff is qualified and desires to fill the vacancy in its totality.

14.5.2 **Notifying Staff During Non-Contract Time.** Teachers interested in being notified for site vacancies that occur after the end of the school year, may submit their name to the principal and SIC chair/designee before school ends. If a vacancy occurs, the principal will notify the SIC Chair/Designee who will notify these teachers. The teachers will have 3 working days if a weekend is included to notify the principal of their interest in the vacancy .

14.5.3 **The Assignment Load Committee.** The Assignment/Load Committee shall facilitate the assignment of unassigned teachers into known vacancies, adhering to the needs of the District and, insofar as feasible, the wishes of the teacher, seniority, and the principles of the Shared Governance. In the assignment of unassigned teachers, a decision of the Assignment/ Load Committee may supersede the recommendation of the School Improvement Council or of a principal, when it is determined that such action is in the best interest of the District or to avoid a violation of a teacher's rights of due process. Such decisions are subject to appeals available.

14.5.4 **Actions of the Human Resources Administrator.** When the ALC and/or SIC Committees are unavailable the Human Resources Administrator, adhering to the guidelines of Article 14, may initiate and implement transfers and reassignments of teachers. The Human

Resources Administrator shall simultaneously notify the

Association of such action by letter. Such actions are subject to later review by the ALC.

14.5.5 **Counselors.** In assignment of counselors, a Counselor Selection Committee will be selected composed of the Director of Student and Family Services, principal(s), and Association Representative(s) of the school(s) involved, two counselor representatives and others as determined by the committee. The Committee is formed only after the School Improvement Council has determined that no qualified interested staff members within the school are available. Once formed, the Counselor Selection Committee shall function in the same manner as the School Improvement Council as described in Article 14.5.1-2.

Article 15
SHARED GOVERNANCE

15.1 **Policy.**

It is the policy of the Salt Lake City School District that only major policy statements and economic agreements be brought to the Board of Education. Other agreements shall be administrative items, to be administered by the Superintendent of Schools. It is also the policy of the District that the Superintendent administer the schools in cooperation with the employees and the patrons of the District. The Board of Education supports the concept of shared governance.

15.2 **No Loss of Professional Advantage.**

Our agreements through shared governance shall not be interpreted or applied to deprive teachers of professional advantage heretofore enjoyed unless expressly stated. This section shall in no way be interpreted to limit the powers and responsibilities of the Board of Education except as otherwise specifically provided in this agreement and within the context of Shared Governance. The Board retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Utah and the United States. It is the exclusive right of the Board of Education within the Shared Governance structure and the Written Agreement to determine the goals and direction of the schools and to use all its resources to achieve such goals.

15.2.1 **Teaching Expectancies.** The District is committed to a partnership between employees and patrons, and such partnerships are best established when patrons respect the professional responsibilities of teachers and teachers invite the participation of patrons, which is properly channeled, including but not limited to the established SCC and SIC bodies. The District holds teachers accountable for the satisfactory fulfillment of accountability goals and teaching expectancies. The professionally trained teacher is expected to establish standards of student performance, learning environment, student control, teaching strategies and content.

15.2.2 **Grade Alteration.** The parties recognize the right of patrons and students to appeal grades. Teachers shall not be required to alter grades unless it is determined at the conclusion of the process (Review of Services) that the grades are unjust or do not conform to the policies of the Salt Lake City School District.

15.3 **District Shared Governance.**

The President of the Association and the Executive Director shall be entitled to attend all of the Superintendent's staff meetings.

15.4 **School Improvement Council.**

15.4.1 **Purpose.** A School Improvement Council shall be established in each school from the faculty, staff and the administration of that school and shall participate actively in the decision-making process to provide for orderly and professional means of improving the educational program and conditions within the school. The council operates in a parity relationship between administration and staff and neither party may impose a decision on the other party or one which violates this agreement. Minimum membership on the council and general procedures will be as follows:

15.4.1.1 **Elementary Schools.** One representative from the primary grades, one representative from the intermediate grades, the SLTA faculty representative(s), principal(s), one representative from the classified employees, and one representative from special education if deemed necessary by the remainder of the council.

15.4.1.2 **Intermediate Schools.** One representative from the following areas: business, computer literacy, vocational, fine arts, physical education; and one representative from the following areas: English, social studies, science, mathematics, foreign languages, computer programming, special education, alternative education, English as a second language, library media and health; the SLTA faculty representative(s), principal, one assistant administrator, one representative from the counseling staff, faculty advisor to student government (if other than administrator), community school coordinator and one representative from the classified employees.

15.4.1.3 **High Schools.** One representative from the following areas: business, computer literacy, vocational, fine arts, physical education; and one representative from the following areas: English, social studies, science, mathematics, foreign languages, computer programming, special education, alternative education, English as a second language, library media, and health; the SLTA faculty representative(s); one representative from the counseling staff; advisor to student

government; community school coordinator; principal, one assistant administrator and one representative from the classified employees.

15.4.2 **Teacher Representative Elections.** Teacher representatives shall be nominated from the total faculty. Voting will be by Association members at a Salt Lake Teachers Association meeting. The counselors will elect their representatives. (The faculty advisor to student government is usually appointed by the principal). The classified employees will elect a representative at a meeting of their members. Elections shall take place before the school year concludes and those elected shall take office on the first day of the next school year.

15.4.3 **Succession of Members.** Representatives on the council from any of the groups shall serve a two year term and may be elected to succeed themselves on the council.

15.4.4 **Additional Participants.** Additional participation or representation on the council will be determined annually by the council as needs arise.

15.4.5 **Open Agenda.** It shall be possible for individual members of the council to introduce any items of business or points of view to be considered by the council.

15.4.6 **Minutes Required.** Minutes of each council meeting shall be recorded so that recommendations and actions can be published and distributed throughout the school within ten (10) days.

15.4.7 **Council Determines Procedures.** The council shall meet monthly and more often if business dictates. The chairman will be elected by the council. The operating procedures of the council will be determined through mutual agreement of the teachers and the principal.

15.4.8 **SIC Meetings.** The SIC shall establish rules and regulations for its meetings in accordance with the Written Agreement.

15.4.9 **Programs and Approval.** The council shall establish and implement procedures and programs for the individual school consistent with the policies of the Board and approved by the faculty through consensus or ratification when consensus cannot be reached and approval of the Superintendent.

15.4.10 **Referral (SIC).** Items which cannot be resolved by the School Improvement Council may be referred to the Superintendent and the Association in writing by the chairman of the Council. The Superintendent will respond to all parties concerned within ten (10) working days.

15.4.11 **Annual Training.** The Office of the Superintendent and the Association shall cooperate in planning and conducting an annual workshop for all members of School Improvement Councils before or during the first month of the school year.

15.4.12 **Evaluation of SIC.** The Office of the Superintendent and the Association shall cooperate in preparing an instrument for evaluation of the council to be distributed to all faculties and members of councils by May 5th of each year.

15.5 School Community Council.

15.5.1 **Purpose.** A School Community Council shall be established in each school to provide for cooperative means of improving the educational programs and conditions within the school. The council operates on a parity relationship between employees and patrons and neither party may impose a decision on the other party or one which violates this agreement. Membership of the council and guidelines for its procedures shall be as follows:

15.5.2 **Composition.** All members of the School Improvement Council shall be members of the School Community Council. The PTA president and PTA president-elect will, also, serve as members. The chair shall be elected by the council in the spring, to serve a one-year term beginning the first day of the upcoming school year. It is recommended that the Chair has at least one year experience as a council member. Six additional parent members shall be elected by the majority of the parents at a special election in May, with specific emphasis on placing members of minority parent groups, and considering geographical areas which are not represented. Only parents or guardians of students attending the school may vote at the election of parent council members. Each parent shall be elected by a majority vote of those voting and shall serve a two-year term. Each parent member may serve three successive two-year terms. Initial terms shall be staggered so that no more than 50% of the council members stand for election in any one year.

a. **Composition and Election of Council** (See Utah Code Section 53A-1a-108). Each school community council for a high school shall have six parent or guardian members and five employee members, including the principal: and each school community council for a school other than a high school shall have four parent or guardian members and three employee members, including the principal.

- Each school community council for a high school shall have six parent or guardian members and five employee members, including the principal: and each school community council for a school other than a high school shall have four parent or guardian members and three employee members including the principal.

- A school community council may have a larger membership provided that the number of parent and guardian members exceeds the number of employee members.

- A school community council may have a smaller membership provided that the number of parent and guardian members exceeds the number of employee members; and there are at least two employee members on the school community council.

- Each employee member, except the principal, shall be elected by a majority vote of the employees and serves a two-year term beginning July 1. The principal shall serve as an ex officio member with full voting privileges.

- A parent guardian of a student qualifies to be a candidate for election to a school community council if at any time during the parent's or guardian's initial term of office, the student will be enrolled at the school. If the student leaves school, the parent/guardian will complete their term and is not eligible for re-election.

- Results of the elections held shall be made available to the public upon request.

- If a parent or guardian position on a school community

council remains unfilled after an election is held, the other parent and guardian members of the council shall appoint a parent or guardian who meets the qualifications of this section to fill the position.

- If an employee position on a school community council remains unfilled after an election is held, the other employee members of the council shall appoint an employee to fill the position.
- The chair of the community council shall notify the local school board of each appointment made.
- A member appointed to a school community council shall serve a two-year term beginning July 1.
- Each school community council shall elect a chair and vice chair from its parent or guardian members and elected employee members.
- No more than one parent or guardian or elected employee member may at the same time serve as an officer as specified above.
- The chair and chair elect will be a parent and the vice chair be a school employee.
- Each council shall consist of the school's principal, members of the SIC, the PTA President and President-elect, the SCC Chairperson, and elected parents or guardians of students who are attending the school. Parents who are employed at the school may only serve as an employee representative on the council.
- Initial terms shall be staggered so that no more than 50% of the council members stand for election in any one year.

15.5.3 **Additional Participation**. Additional participation or representation on the council shall be determined annually by the council as needs arise.

15.5.4 **Operating Procedures** The School Community Council shall

operate with the following procedures:

a. Terms of representation for any patron member of the council shall not exceed three successive two year terms.
b. The council shall use an open agenda, making it possible for individual members of the council to introduce any items of business or points of view to be considered.
c. The council shall meet monthly and more often if business dictates.
d. Minutes of the council proceedings are to be recorded, distributed to the council members and posted at the school within ten days.
e. The council is one of the site-based decision makers as defined in section 1.8.
f. Before a site-based decision is made, a quorum consisting of one-half the membership of each group including parents, faculty and administrators must be present.
g. Ad hoc committees may be appointed by each individual council. The findings of such committees shall be reported to the council.
h. Items which cannot be resolved by the School Community Council may be referred in writing to the Superintendent with a copy to the Association.
i. Additional operating procedures of the council shall be determined through mutual agreement of the SIC and the patron members of the SCC.
j. The SCC shall establish rules and regulations for its meetings in accordance with the Written Agreement.

15.5.5 **Annual Training.** A District training session on shared governance, complete with materials, shall be conducted early in the school year for principals, all members of SIC, SCC and PTA presidents, presidents-elect are expected to attend.

15.6 **Student Services Council.**

15.6.1 **Purpose.** A Student Services Council shall be established in each school to evaluate and recommend appropriate placement and services for students whose needs are not being met by routine school procedures and to assure that due process rights are protected.

15.6.1.1 **Elementary Schools.** The principal, a special education teacher, social worker/counselor, and a regular education teacher shall serve as members.

15.6.1.2 **Intermediate Schools.** The principal, assistant principal, counselors, social worker, and a regular education teacher shall serve as members.

15.6.1.3 **High Schools.** The principal, assistant principal (discipline), counselors, social worker, and a regular education teacher shall serve as members.

15.6.1.4 **Additional Members by Invitation.** Special education teachers, alternative education teachers, parent(s), or guardian(s), students, agency workers, minority representatives, and other interested people.

15.6.2 **Council Determines Procedures.** The council shall meet weekly, or more frequently, if business dictates. The chairperson shall be the principal at the elementary, the principal or assistant principal at the intermediate school, and the assistant principal in charge of discipline at the high schools. The operating procedures of the council shall be determined by the council in compliance with Salt Lake City School District policies.

15.6.3 **Agenda.** Individual members of the council may introduce any items of business or points of view pertaining to placement and services to students. Students to be discussed during the council meetings shall be placed on an agenda by the chairperson so council members can be notified in advance.

15.6.4 **Minutes Required.** Minutes of decisions made at each council meeting shall be recorded and distributed to the members. The chairperson shall maintain copies of all minutes.

15.7 **Governance Areas.**

15.7.1 **School Day.** The regular school day shall be scheduled in each school by the School Improvement Council with input from the School Community Council and subject to the approval of the Superintendent of Schools. It shall be so scheduled as to conform with the requirements of the Utah State Board of Education and the policies of the Board of Education.

15.7.1.1 **Teacher Availability.** Teachers, as professionals, will be available as needed by appointment to consult with students, parents or administrators before the beginning of classwork in

the morning and after the regular dismissal of students.

15.7.2 **Planning Time**

15.7.2.1 **Elementary Planning Time.** The School Improvement Council in elementary schools may develop and submit to the Superintendent for approval a schedule to provide each teacher with planning time. Any building uses of the planning time other than for planning shall be decided by the School Improvement Council and approved by the faculty through consensus or by ratification when consensus cannot be reached. Those elementary schools choosing the half-day weekly planning time may submit a plan for use of accumulated planning time in weeks shortened by holiday schedules.

15.7.2.2 **Secondary Planning Periods.** Planning periods for all teachers in the secondary schools shall be no less than one period based on a seven period day. Teachers who accept a teaching assignment during their planning time will be paid at 1/6th of their annual salary.

15.7.2.3 **Use of Planning Time.** Use of planning time shall be at the professional discretion of the teacher. The principal or principal's designee will be notified when such planning requires the teacher to be out of the building.

15.7.3 **Work Year.** The official school year calendar shall be adopted in governance with the Association according to the following steps:

a. All proposed calendar parameter changes shall be distributed to the School Community Council at each site for approval using the Shared Governance process.

b. The District Shared Governance Calendar Committee shall formulate no fewer than three (3) specific calendars to be distributed to the School Community Councils for recommendation.

c. No calendar shall be recommended by the District Shared Governance Calendar Committee for adoption until the SIC's and SCC's have had at least thirty (30) working days to consider the calendar options.

d. The District Shared Governance Calendar Committee shall recommend for adoption by the Board of Education the calendar which receives the highest weighted approval.

15.7.4 **Faculty Meetings.** At the beginning of the school year, a

regular time should be established for faculty meetings. Attendance at faculty meetings is expected. Teachers will notify the principal prior to each meeting if they cannot be in attendance. Any decisions made at faculty meetings under shared governance will be binding. Faculty meetings held at other times should be scheduled 48 hours in advance. Whenever possible, an agenda should be posted 24 hours in advance.

15.7.5 **In-service Meetings**. In-service meetings for the entire faculty held after school hours shall be approved by the SIC, and approved by the faculty through consensus or by ratification when consensus cannot be reached.

15.7.6 **SIC Meetings.** The SIC shall establish rules and regulations for its meetings in accordance with the Written Agreement.

15.7.7 **SCC Meetings.** The SCC shall establish rules and regulations for its meetings in accordance with the Written Agreement.

15.7.8 **Professional Development Days.** Of the six Professional Development days three are for District wide purposes, one is for building and/or department purposes and two are for individual teacher planning and preparation. Teachers who do not wish to work the additional Professional Development days may choose not to. Sick leave, personal leave, etc., may not be used on a Professional Development day.

15.7.9 **Teacher Work Days**. The two contract teacher work days are for District-wide purposes.

15.7.10 **Lunch Time Supervision.** All teachers are guaranteed a minimum daily duty free lunch period of thirty (30) minutes without supervisory or lunch duty assignments. The school office will be notified when a teacher plans to be out of the building during this time.

15.7.11 **Governance Limits.** Governance councils operate within Board of Education policy, ethics, budget and law. Shared governance is a process delegated to the Superintendent of Schools for administration of the District. The Board of Education retains the right to ultimately establish policy not contrary to the Written Agreement (adjudication 5/20/81).

15.7.12 **Budgets.** Members of the School Improvement Council shall give feedback to the principal on the use of resources in individual

school budgets. At the beginning of the school year (September), the principal will provide information to the SIC on expenditures from individual school budgets during the previous year and information on planned expenditures for the current year. In the spring of the year (April), the principal will provide information to the SIC on expenditures for the current school year and planned expenditures for the balance of the year and the succeeding year. This information will be available to each individual teacher and will be in such detail and form as is agreeable to the SIC. Individual school budgets such as:

Adv. Placement & IB	High Scl. Activities & Trans.
A.V. Supplies	H.S. Site Based Budgets
Professional Development	Intrmd. Intramurals
Discretionary Eqp.	Library Books
E.B.C.E. (High Scl)	Periodicals
Elem. P.E. Aides	School Improvement Budget
Field Trips	Supply & Textbook
Girls Activities, HS	

15.7.13 **Teacher Compensation.** Teachers are required to attend Back to School Night and/or Parent Teacher Conferences outside of the regular school day as scheduled by the SIC and SCC. Compensatory time will be determined by the SIC following state and District guidelines on an hour for hour basis.

15.7.14 **Special Education Curriculum Planning.** To the extent not prohibited by law, any time a special education student is considered for inclusion in regular education classes, the individualized education plan team shall include at least one regular education teacher to whom the special education student will be assigned in the preparation of the plan.

15.8 Summer School Program.

15.8.1 **Filling Positions.** In filling positions relative to summer school and continuing education programs, consideration shall be given to a teacher's area of competence, experience, major and/or minor field of study, quality of teaching performance, and length of service in the District. If qualifications are substantially equal, length of service in the District will be the determining factor.

15.8.2 **Advertising Vacancies.** All openings for positions in these programs shall be advertised as early as possible so interested teachers may apply.

15.8.3 **Acknowledgment.** The Program Supervisor shall acknowledge promptly in writing the receipt of such application.

15.8.4 **Preference.** Teachers currently employed and who plan to return to the District shall have preference.

15.9 **Teacher Facilities.**
Each school will have the following facilities and when new schools are constructed, they will include teacher facilities of the nature noted below.

15.9.1 **Storage.** Space will be provided in each classroom in which teachers may safely store instructional materials and supplies, provided that the Board shall not be held to be the insurer of the teachers' personal belongings stored in such space.

15.9.2 **Workroom.** A workroom for teachers will be provided containing equipment and supplies to aid in the preparation of instructional materials.

15.9.3 **Faculty Lounge.** A furnished room will be provided to be used as a faculty lounge. Such room will be in addition to the aforementioned teacher workroom.

15.9.4 **Telephone.** Telephone service other than the office telephone will be available to teachers. Business use of this phone shall have priority.

15.9.5 **Parking Facilities.** Parking facilities will be provided at each school for staff. Parking facility maintenance will be monitored by the School Improvement Council.

15.9.6 **Suitable Rooms.** Teachers who consider their classrooms to be unsuitable for instruction, due to heating, lighting, ventilation, space, storage, seating, or other concerns relating to facilities, are encouraged to file a review of services on the matter. In the event that a classroom temperature is so uncomfortable that it impedes learning, upon request of the teacher, the building administrator, or the immediate supervisor, may permit the removal of teacher and students to an alternate location until the temperature can be improved.

15.9.7 **Involuntary Relocation.**

15.9.7.1 Teachers who are required to relocate from their present room assignment shall receive reasonable notice of such reassignment as the circumstances may allow.

15.9.7.2 The District will meet with school representatives to cooperatively develop a plan to facilitate the relocation. The relocation plan will address safety provisions for teachers and students.

15.9.7.3 The District's moving crew will provide assistance as needed in moving heavy equipment and furniture.

15.9.8 **Supplies.** It is recommended that each SIC develop its own strategy for fair and equitable resolution of supply allocation, orders, budgets, and related matters which fit the needs of the entire staff.

The catalog orders for school supplies for all schools will be delivered to each school by August.

15.10 **Cooperation on Innovative Practices.**

Salaries, benefits, student achievement, quality of service, and quality of life in our schools are related to both financial support and the reform of conditions which hinder efficiency and progress. Designated representatives of the District and Association will work together to establish higher financial support for education and to examine innovative practices. These innovative practices may be implemented provided they are in accordance with the Written Agreement or approved by both parties at the negotiation table.

15.11 **Child Care.**

The District may provide child day care where applicable pursuant to the provisions of current state law.

15.12 **Legislative Programs.**
Legislative programs should be facilitated through the established shared governance procedures as defined in this Agreement. Committees or other groups should not be formed to fulfill the requirements of legislative action with the intention of circumventing the provisions of this Agreement.

Article 16
PROCEDURES FOR PAYMENT PROGRAMS

16.1 **Professional Growth.**

Recognizing that professional growth is a continuing responsibility of the professional throughout his/her career, the District has established salary lanes for those teachers who complete advanced study.

16.2 **Salary Lane Adjustments.**

16.2.1 Adjustments in salary lanes due to completion of additional training will be effective the first day of the teacher's contract year providing the credits are appropriately documented in the Human Resources Department between May 15 and September 15.

16.2.2 Adjustments in salary lane requested between September 16 and March 31 shall be effective the first day of the following month. Such requests must be filed by the fifth day of the following month in order to be processed for approval.

16.3 **Lane Change Qualification.**

A teacher desiring to qualify for a lane change must submit to the Human Resources Department a list of credits justifying the lane change on forms provided by the Human Resources Department. Supportive documentation will include (a) university transcripts documenting higher education credits, and/or (b) a Utah State Office of Education printout documenting in-service credits, and/or (c) documentation of previously approved District or USOE credits.

16.4 **Salary Movement.**

In changing salary lanes, the employee will be moved horizontally across the salary schedule to the lane for which he/she qualifies and then will be moved to the next higher salary step unless the step had been awarded at the beginning of the current school year.

16.5 **District Lane Change Committee.**

The Human Resources Department shall convene a District Lane Change Committee, when needed, to address lane change issues. The Lane Change Committee shall be composed of six members: three teachers selected by the Association and three administrators, with at

least one of the members being a member of the Staff Development Review and Advisory Committee.

16.6 **Criteria for Credit.**

16.6.1 **In-Service Credit.** Credit for courses, workshops, and independent study offered by the District or schools will be determined under the Utah State Office of Education Lane Change/Recertification Credit Rule. Procedures for applying for credit will be distributed periodically in print and electronic form.

16.6.2 **Credit.** Individual credit earned after employment can be applied toward Lane Change Advancement only once. Credits earned prior to employment must be approved by the Human Resources Department.

16.6.2.1 **Verification of Credits.** Credits earned after certification that are not required as part of a Masters or Doctoral degree, may be applied toward lane change credit. Applicants are responsible to provide verification of these credits.

16.7 **Graduate Degrees.**

Completion of an advanced degree from an accredited institution shall place the person on the appropriate lane as described in 16.2.

16.8 **Schedule Footnotes.**

16.8.1 **Master's Lane Equivalency.** Teachers being paid on the B+40 lane shall be granted payment on the master's lane upon completion of an individual program of study which includes 15 quarter hours or 10 semester hours of study and a project. Master's lane equivalency applications are processed by the Staff Development Department.

16.8.2 **Ph.D. Lane.** Payment for a Ph.D./Ed.D. will be awarded upon verification of the degree and a teaching certificate to teachers who have reached the 13th step of the salary schedule.

16.8.3 **Advanced Degrees.** Degrees must be granted by a four-year college or university which has been accredited by the National Council for Teacher Educators or by one of the six regional accrediting associates.

16.8.4. **Extended Year Salary.** Salaries for employees contracted for more than 9 months will be calculated as per the following table:

9 months	=	Schedule x 1.000 (182 days)
9 ½ months	=	Schedule x 1.055 (192 days)
10 months	=	Schedule x 1.110 (202 days)
11 months	=	Schedule x 1.225 (223 days)
12 months	=	Schedule x 1.291 (245 days)

16.9 **Cooperating Teachers**

All teachers who supervise students teachers from any of the training institutions shall be compensated according to the policy of each institution.

Article 17
SALARY AND SCHEDULE PLACEMENT

17.1 **Verification of Salary.**

All teachers covered by this Agreement shall receive by November 1 of each year a copy of the current negotiated Teacher Salary Schedule and a verification of placement on the salary schedule.

17.2 **Negotiations.**

Salary negotiations will be conducted according to the articles of this Agreement.

17.3 **Summer Pay.**

Teachers assigned to summer programs or leadership in curriculum development which extend beyond the regular contract year shall receive additional compensation at their regular rates of pay for each day based upon the number of contract days in the school calendar.

17.4 **Index Schedule.**

An index salary schedule (a copy of which is in the Appendices) which reflects the philosophy of the community, Board and Association has been adopted by the Board. Advancement on the salary schedule is based on training and experience. Increments to an established maximum implies growth in efficiency through a program which combines continued preparation and experience. The District has established a salary schedule structure which attempts to provide professional salaries for professional employees. The bachelor's degree provides a minimum base from which all professional salaries are derived.

a. A salary to attract career-minded teachers.
b. Increments for successful teaching experience.
c. Increments for increased training at significant levels of attainment consistent with the negotiated Teacher Salary Schedule.
d. Increased training indicated by the various lanes resulting in an increase in the number of experience increments allowed to reach the maximum.
e. The base salary doubling at some point of training and experience.

f. A salary pattern referred to as the pyramid.
g. An incentive for a commitment to the educational program in the District.

17.5 **Placement on Salary Schedule.**

17.5.1 **Previous Experience.** New teachers employed by the Board shall receive such recognition for experience prior to entering the employ of the Board as is approved by the Superintendent. Salary increments shall begin from the approved years of experience.

17.5.2 **Experience Formula.** Teachers new to the District may be given credit for previous experience equal to nine years and in addition may be allowed up to three years for military experience. The present formula for evaluating teaching experience is as follows:

a. full credit.....Up to 5 years
6 years ..... 5 years allowed
7 to 8 years ..... 6 years allowed
9 to 10 years ..... 7 years allowed
11 or 12 years ..... 8 years allowed
13+ years ..... 9 years allowed

b. Military experience is evaluated as follows:
6 months to 17 months ..... 1 year
18 months to 29 months ..... 2 years
30 months or more..... 3 years

17.5.3 **Placement of Applied Technology Teachers.** Applied technology teachers certified by the Utah State Office of Education who do not hold a baccalaureate degree shall be placed on the bachelors lane if they are a journeyman tradesman and on the masters lane if they are a master tradesman. Step placement shall be according to the experience formula with related work experience being considered.

17.6 **Salary Schedule to All Teachers.**

Following the conclusions of negotiations between the Board and the Association as an agent of the teachers, the Superintendent shall deliver or mail to each teacher the negotiated salary schedule for the ensuing year. The notice may contain such other factors relating to their employment for said year as the Superintendent may desire, but need not restate the terms and conditions applicable to this contract which are set forth in this Agreement.

17.7 **Employment Renewal Assumed.**

If the proposed salary is based upon a salary schedule which has been adopted by the Board and approved by the Association, pursuant to sections of this agreement dealing with negotiations, the contract of employment for the ensuing year shall be deemed renewed unless the teacher notifies the Human Resources Administrator of his desire to terminate his employment.

17.8 **No Individual Action.**

If the proposed salary is not based upon a salary schedule which has been negotiated and adopted, the teacher need not indicate acceptance or rejection until he receives a new notice of a proposed salary which is based upon a salary schedule which has been negotiated and adopted.

17.9 **Statute of Limitations.**

In case of errors in employee's compensation, a Statute of Limitations of no longer than four (4) years for compensation adjustment shall apply.

17.10 **Savings Program.**

Teachers shall be permitted to authorize payroll deduction and transmittal to the Association or an account of the Association's choosing for any amount throughout the year for the purpose of group investment.

17.11 **Professional Development Days.**

Teachers who do not wish to work the additional Professional Development days may choose not to. Sick leave, personal leave, etc., may not be used on a Professional Development day.

17.12 **Salary Schedule Conversion Table.**

A conversion table between semester and quarter hours can be found following the Salary Schedule.

[The conversion table will include: 1 quarter hr = 2/3 semester hr
1 semester hr = 1.5 quarter hrs]

Article 18
EXTRACURRICULAR ACTIVITIES

18.1 **Extracurricular Allocation.**

Each high school shall be furnished a sum equal to 4.32* times the salary at the first step of the first lane of the teacher salary schedule to be used for payment of teaching personnel directing the extracurricular activities.

*Beginning in the 2001-2002 school year with 3.52, one-tenth (0.10) shall be added each year until the 4.32 is reached in the 2009-2010 school year.

18.2 **Disclosure.**

The School Improvement Council will notify the faculty, the School Community Council and post in faculty rooms the recommended distribution of funds early enough that appeal for reconsideration may be made before the funds are encumbered. If the School Improvement Council does not adopt the Written Agreement schedule in its entirety, the council shall compose and disclose to the faculty and the School Community Council criteria for determining the distribution of the funds. (Student Government should be included in the list of extracurricular activities entitled to pay consideration.)

18.3 **Distribution.**

The distribution assigned for USHAA sponsored activities may not be altered. The School Improvement Council may determine the distribution of non-UHSAA sponsored activities. The UHSAA must be funded at the established distribution. The SIC may make changes to activities listed under other.

18.3.1 **Salary Program.** A salary program developed by the School Improvement Council, or

18.3.2 **Adoption of Pay Scale.** The adoption of the following Pay Scale of Extracurricular Activities with all days calculated on 1/182 of the sponsor's professional salary for each day on the schedule.

UHSAA	Head Coach	Asst. Coach	OTHER	Head Coach
Basketball (Girls)	13	20	Cheerleader	10
Basketball (Boys)	13	20	Dance	9
Baseball	11	7	Academic Decathlon	4
Cross Country (Combined)	8	4	Newspaper	5
Drama	3	2	Literary Magazine	3
Drill Team (Competition)	3	2	Yearbook	7
Football	13	42	Plays (8 per play)	16
Forensic/Debate	13	7	Student Body	5
Golf	8	0	Pep Club/Drill	10
Music Instrument	3	2	Musicals	20
Music Vocal	3	2	Sterling Scholar	(18.4)
Soccer (Girls)	13	13	Music	14
Soccer (Boys)	11	7	Choral	
Softball	11	7	Instrumental	
Swimming	13	7	Pep Band	
Tennis (Girls)	8	2	Stage Tech. Support	17
Tennis (Boys)	8	2	Stage	
Track (Combined)	13	25	Set	
Volleyball	13	20	Sound	
Wrestling	11	7	Light	
Diving	8	0	Miscellaneous	10
A. Director (Girls)	13	0	Intramurals	
A. Director (Boys)	13	0	Filming Activities	
			PLT	
			Art Layout	
			Fine Arts	
			Activity Director	

18.3.3 **Outside Advisors.** If coaches are hired from outside the District ranks, the pay scale will be at the minimum teacher's rates.

18.4 **Sterling Scholar Stipends.**

Each high school shall be provided stipends for sponsorship of the Sterling Scholar Program to be distributed by the School Improvement Council. The amount for each high school is .04 times the salary at the first step and first lane of the Teacher Salary Schedule.

Article 19
INSURANCE

19.1 **Basic Coverage.**

19.1.1 The Board shall continue to make available to teachers and their dependents, group insurance for hospital, surgical, extended medical, dental, and life insurance during the summer vacation period and until the beginning of the next official school year, provided the teacher shall have completed service for the full period of this contract. The insurance policy shall be reviewed annually by the Association and the Board and adjusted to current medical and hospital changes.

The District will maintain an insurance committee with representation on such committee from the Association and bargaining units for other classifications of employees. The insurance committee will evaluate the District's insurance benefits and develop plans to achieve the best possible efficiency of the District and its employees. These plans will be recommendations to the District and the Association. The District will change insurance benefits only through negotiation with the Association; however, the District retains the right to choose the provider of those benefits (insurance company, self insurance, etc.) The District will change the benefit provider only after discussion and input from the Association.

19.2 **Insurance Waiver.** In the event any eligible teacher elects not to accept health and accident coverage, one-half of the funds the District would have contributed to that coverage will go into the flexible spending program for that employee upon his/her written request and enrollment application.

Any teacher applying to withdraw from the health and accident plan must first document other coverage in order to adopt this provision.

Evidence of insurability is required prior to returning to any plan.

19.3 **Cost Containment.** All non-emergency and non-maternity surgical procedures and hospitalizations must be pre-approved by the Claims Administrator prior to performance of the surgical procedure or admission to the hospital. Once pre-approval has been granted, the surgical procedure or hospital stay qualifies for reimbursement under the established medical plan. Failure to obtain pre-approval does not disqualify your claim; however, reimbursement will only be paid at a reduced co-insurance payment (example: 50% of normal and customary charge). Elective cosmetic surgery is eliminated.

19.4 **Unpaid Leave Benefits.**

It shall be the policy of the Board to allow an employee who is on an approved non-paid leave of absence to keep his/her insurance coverage in force, provided the employee pays the premium each month as determined by the Board. The length of time for which an employee may self-pay the insurance while on an approved leave of absence shall not extend beyond eighteen (18) months.

19.5 **Coordinated Benefits.**

When husband and wife are employees of the District and are eligible for group medical insurance, one shall enroll in the medical program for self, spouse and all eligible dependent children, and the other shall enroll for self only. Under this arrangement supplemental benefits not to exceed out-of-pocket expense shall be extended to all members of the family.

19.6 **Life.**

Each employee shall be covered with group life insurance in the amount of $20,000 or their annual salary, whichever is greater. The premiums for this coverage will be paid by the Board of Education.

19.7 **Long Term Disability Insurance.** The Board shall make available to the teachers a long term salary protection and waiver of retirement contribution plan as approved by the Board. This protection program does not apply to teachers over 65 years of age or to hourly or non-contract teachers.

19.7.1 **Payment.** A teacher is eligible for the long term disability insurance policy at the Board's expense beginning the school year following the teacher achieving 15 years of total service to the District. To receive this benefit the teacher must apply in writing on a form available in Human Resources, which form must be filed no later than 10 days following the beginning of the school year. Teachers who are not eligible for the District-paid LTD insurance are encouraged to provide themselves with such coverage.

19.7.2 **Eligibility.** Teachers who are sick for more than six (6) months are eligible for long term disability benefits. Teachers are therefore expected to contact the long term disability carrier whenever they

believe there is a possibility that they may be sick and away from work for six months or more. The six months do not have to be consecutive, but must be for the same illness. Teachers are qualified for sick leave usage of more than 120 days for the same illness only if they document that their claim for long term disability benefits has been rejected. Teachers who elect not to provide themselves with long term disability coverage shall not be eligible for sick leave benefits exceeding those available to teachers who are covered by long term disability insurance. The District will generally not provide more than 120 days of sick leave for the same illness.

19.7.3 **Re-employment.** Teachers returning from long term disability with a physician's clearance to return to work shall be assigned to the first available vacancy. The District and Association shall make every effort to place the teacher in an appropriate position.

Article 20
ANNUITIES

20.1 **Establishing Annuities Deduction.**

All teachers may elect to assign part of their salary to an annuity contract qualified according to the provisions of Section 403(b) of the Internal Revenue Code, and issued by a company approved by the District. To implement this election, the teacher must file the election in the office of the Business Administrator on or before January 10, April 10, June 10, or September 10 of each year.

20.2 **No Tax Exempt Guarantee.**

While it is intended that the annuity premium payments will be tax exempt to the teacher, pursuant to the provisions of Section 403(b), Internal Revenue Code, it is understood and agreed that the Board does not guarantee the non-taxability to the teacher of such premium payments, or their exclusion from FICA tax withholding requirements. It is further understood and agreed that the Board does not in any way guarantee the annuity contract.

20.3 **Release from Contract.**

In the event the teacher is released during the school year, the Board's obligation hereunder to pay annuity premium payments will terminate, effective as of the date of employment release and the annuity contract purchased on behalf of such teacher will be surrendered by the Board to such teacher.

20.4 **Limited Company Recognition.**

The Board may limit the number of annuity contract companies which it will recognize as agents for the annuity program.

Article 21
RETIREMENT

21.1 **Counseling.**

The Superintendent and the Association will counsel with those approaching retirement. Such individuals will be advised as to their Utah State and Social Security retirement benefits, possible retirement employment available, community resources for the retired, and other matters of concern to those retiring.

21.2 **Eligibility.**

Any teacher who resigns from District employment may choose to retire provided he/she qualifies for a benefit from the Utah Retirement System. (If there is any question of eligibility, it is the employee's responsibility to provide written documentation from the Utah Retirement System.)

21.3 **Continuation of Insurance.**

Insurance coverage supplemental to Medicare is available to retired teachers through the Utah State Retirement Board and private insurance carriers. Retired employees need only to select the plan of their choice and pay the required premium to acquire such coverage.

21.4 **Payments for Accumulated Leave.**

A teacher may elect to receive payment for accumulated leave by choosing one of the following options:

21.4.1 **Payment at Time of Retirement.** Upon retirement under Utah State School Employees Retirement System provisions, or early retirement as defined in 21.5 of this Agreement, an employee shall be paid an amount of money equal to 19% of the value of his/her accumulated sick leave and accumulated paid personal leave based on his/her annual salary at the time of retirement. All days shall be calculated at 1/182 of the final annual salary for all days accumulated. Payment will be made on the first day of the month following retirement unless the teacher wants to delay payment for tax planning purposes. In this case he/she may arrange for a lump sum payment in January of the year following the effective date of retirement. Teachers may also arrange for payment to be applied to group rate insurance payments as per 21.5.2.

21.4.2 **Payment(s) Prior to Retirement.** Teachers who qualify for retirement benefits under the rule of the Utah State Retirement System or who will qualify within five years, as determined by the Human Resources Administrator, may elect to be paid for sick or personal leave days earned during the year. However, the number of sick and personal leave days paid either before or at the time of retirement may not exceed 19% of the teachers cumulative balance of unused sick and personal leave days and may not exceed 35.15 days maximum for any teacher. If a teacher should apply for the use of the Sick Leave Bank after being paid for sick leave days, the teacher must first experience a number of days absence without pay equal to the sick leave days paid before the teacher would be eligible for the Sick Leave Bank. After the teacher has experienced these days without pay, a number of days equal to the number of days without pay divided by .19 will be added to the teachers cumulative balance of unused sick and personal leave days. After the teacher has "restored" the days for which they have been paid the policies, rules, and procedures of the Sick Leave Bank apply to this teacher as they would to any other. Teachers who elect to be paid for sick and/or personal leave days during the next fiscal year must notify the Human Resources Administrator by June 21.

21.5 **Early Retirement.** Any teacher employed by the Board for at least 15 years and who has at least 30 years in the Utah State Retirement System may choose to take early retirement.

21.5.1 **Insurance.** The Board shall maintain health, major medical, and life insurance benefits for early retirees and their dependents for the first seven (7) years of their retirement or until the retiree is eligible for Medicare, whichever comes first. The Board and the retiree will pay the premiums in the same negotiated proportions as continuing teachers. Teachers taking early retirement may continue to pay premiums at group rates on health, major medical, and life insurance for themselves and their dependents during any years following the receipt of early retirement benefits until eligible for Medicare. After this time, retired teachers have the right to continue to pay premiums at group rates on a supplemental Medicare program as per section 21.3.

21.5.2. **Medical Retirement.** Two (2) teachers employed by the Board for at least 15 years and who qualify for the Utah State Retirement may be granted early retirement benefits provided it is determined by mutual agreement of the Association and the Human Resources Administrator that there are compelling, verifiable medical reasons to grant such retirement.

21.6 **Notification.**

An eligible teacher may retire upon giving written notice to the Human Resources Administrator at least 30 calendar days prior to retirement. It is recommended that a teacher retiring at the end of a school year notify the Human Resources Administrator by April 1.

CERTIFIED TEACHERS

2003-2004

Step	Bachelors & Certificate	Bachelors + 20 & Certificate	Bachelors +40 & Certificate	Masters & Certificate	Masters +20 & Certificate	Masters +40 (Ed's) & Certificate	D PhD
13					55,008	56,824	58,473
12				51,348	52,393	54,121	
11			48,835	48,835	50,529	52,223	
10		45,315	46,448	47,097	48,745	50,392	
9	42,582	43,015	44,757	45,432	47,046	48,657	
8	40,260	41,373	43,140	43,810	45,378	46,945	
7	38,638	39,797	41,540	42,237	43,779	45,321	
6	37,040	38,295	40,054	40,734	42,230	43,720	
5	35,509	36,836	38,574	39,291	40,745	42,191	
4	34,052	35,443	37,185	37,881	39,310	40,736	
3	32,643	34,121	35,844	36,535	37,927	39,322	
2	31,269	32,806	34,520	35,213	36,563		
1	29,950	31,571	33,268	33,968	35,262		

1. Payment for a graduate degree will be awarded upon verification of the degree and a teaching certificate.
2. Master's Lane Equivalency. Teachers being paid on the B+40 lane shall be granted payment on the master's lane upon completion of an individual program of study which includes 15 quarter hours or 10 semester hours of study and a project. Master's lane equivalency applications are processed by the Professional Development Department.
3. Payment for PhD/EdD will be awarded upon verification of the degree and a teaching certificate to teachers who have reached the 13th step of the salary schedule.
4. For teachers who are contracted to work less than full time or less than 9 months per year, the District agrees to pay the cost of their insurance premiums in the same proportion that the fraction of their contract relates to full time.
5. Teachers who pass the National Certification Boards will receive 50% reimbursement of paid fees. These teachers will also receive an annual stipend equal to the difference between M+40-13 and the Ph.D. Lane.

Pay Schedules # 16, #17, #18, #19.

Semester Credit Hours	Quarter Credit Hours
0.67	1.00
1.00	1.50
1.33	2.00
2.00	3.00
2.67	4.00
3.00	4.50
3.33	5.00
4.00	6.00
4.67	7.00
5.00	7.50

INDEX

-A-

Page

Academic Freedom 4.5..... 8

Agreement Continuing Contract 2.1..... 4

Agreement Duration 2.4..... 5

Agreement Supersedes Policy 2.2..... 4

Alteration of Duties 13.1..... 50

Alterations of Agreement 2.3..... 5

Annuities-Article 20..... 82

Assistance Team-Provisional Teacher 11.6.2.1..... 47

Association-Definition 1.3..... 1

Association Meetings 4.7..... 9

Association Rights-Article 4..... 8

-B-

Benefits-Continuing Contract 2.1.2..... 4

Unpaid Leave Benefits 19.4..... 80

Bereavement Leave 7.6..... 22

Binding Effect 2.5..... 5

Board-Definition 1.2..... 1

Budgets 15.7.12..... 66

Building Use 4.2 8

-C-

Calendar, 990 hr/180 day 1.6.1 2
Calendar, Work Year 15.7.3 65
Career Teacher 1.1.3 1
Child Care 15.11 69
Class Size 10.4 36
Code of Ethics 2.6 5
Committee Assignments 4.4 8
Compensation, Parent Conferences,
Back to School 15.7.13 67
Compensation, Planning Periods 15.7.2.1 65
Continuation of Employment 11.6.4 47
Continuing Contract-Agreement 2.1 4
Continuing Contract –Benefits 2.1.2 4
Contract, Continuing Agreement 2.1 4
Contract Waivers 2.9 6
Cooperating Teachers 16.9 72
Cost Containment, Insurance 19.3 79
Cost of Publication (W.A.) 5.14 12
Counselors 14.5.5 56

Credit, Criteria for 16.6 71

-D-

D.L.C.C. (District Lane Change Committee) 70
Disability, Long Term 7.4.6 21
District, Definition 1.4 1
Doctorate Lane –see PhD Lane 16.8.2 71
Duration of Agreement 2.4 5
Duties, No alteration of 13.1 50

-E-

Early Retirement 21.5 84
Elementary Split Grade Level Classes 10.3.9 35
Equal Class Loads 10.4.1 36
Equal Opportunity 2.7 6
Evaluation Expectations 11.2 40
Evaluation of SIC 15.4.12 60
Evaluation Process 11.1 39
Exclusivity 4.1 8
Experience Formula (Teaching) 17.5.2 74
Experience, Previous (Teaching) 17.5.1 74
Extracurricular Activities –Article 18 76

-F-

Facilities Use, Association 4.3..... 8
Faculty 1.1.4..... 1
Faculty Meetings 15.7.4..... 65
Files, Teacher 13.2..... 50
Filling Vacancies 14.5..... 55
Final Conference, Provisional Teacher 11.6.3..... 47
FTE Defined 1.9..... 3

-G-

Governance Limits 15.7.11..... 66
Grade Alteration 15.2.2..... 57
Grievance Procedure –Article 6..... 13

-H-

Hours 1.11..... 3
Hours, Calendar 1.6.1..... 2

-I-

Informal Assistance 11.2.2..... 40
Injury on the Job 7.4.7..... 21
Innovative Practices 15.10..... 69
Insurance-Article 19..... 79
Life 19.6..... 80
Long –Term Disability 19.7..... 80
Waivers 19.2..... 79
Interns 10.6..... 38
Interruption of Employment 2.8..... 6
Involuntary Relocation, Teacher Facilities 15.9.7..... 68
Involuntary Transfer and Assignments 14.2..... 53

-J-

Job Sharing 10.5..... 37
Job Sharing Seniority 14.3.2.1..... 54

-L-

Lane Change Qualification 16.3..... 70
Leave, Extended 8.2..... 25
Leaves of Absence
Short Term-Article 7..... 18
Application & Notice 7.2.3..... 18
Bereavement 7.6..... 22
Deductible 7.10..... 23
Educational Meetings 7.7.3..... 22
Family Illness Outside of the Home 7.3..... 18
Jury Duty 7.7.2..... 22
Legal Proceedings 7.7.1..... 22

Military Leave 7.8..... 23
Non-Deducible Leaves 7.7.5..... 22
Partial Deduction 7.11..... 24
Parties to Procedures 7.1..... 18
Personal Leave 7.5..... 21
Procedures for Leaves 7.2..... 18
Professional Meeting Attendance 7.9..... 23
Reporting 7.2.2..... 18
Sick Leave 7.3..... 18
Sick Leave Bank 7.4..... 20
Sick Leave Incentive Option 7.3.2..... 19
Temporary Leave 7.7..... 22
Long Term –Article 8..... 25
Compulsory Military Service 8.1..... 25
Extended Leave 8.2..... 25
Renewal Leave 8.5..... 28
Sabbatical 8.4..... 27
Leaves, Sabbatical 8.4..... 27
Legislative Programs 15.12..... 69
Long Term Disability Insurance 19.7..... 80
Lunch Time Supervision 15.7.10..... 66

-M-

Master's Degree 16.8.3..... 71
Master's Lane Equivalency 16.8.1..... 71
Medical Verification 8.6..... 29
Meetings, Faculty 15.7.4..... 65
Meetings, Professional-Attendance 7.10.3..... 24
Mid-Year Transfers (See Transfer School Year 14.1.7) 52
Military Leave 7.8..... 23
Military Service, Compulsory 8.1..... 25

-N-

Negotiations –Article 5..... 10
Adopting Agreements 5.12..... 11
Budgetary Data 5.5..... 10
Consultants 5.7..... 11
Cost of Publication (W.A.) 5.14..... 12
Data 5.6..... 10
Distribution of Material 5.10..... 11
Exchange of Proposals 5.4..... 10
Good Faith 5.9..... 11
Impasse 5.11..... 11
Initiating 5.2..... 10

Joint Study Committee 5.13..... 11
Meetings 5.3..... 10
Released Time 5.8..... 11
Scope 5.1..... 10
Negotiations, Insurance, Basic Coverage 19.1..... 77
Non-Continuing Contracts 2.1.3, 10.3.8.1..... 4,35
Non-Continuing Leaves 7.7.5..... 22

-P-

Parity 1.13..... 3
Party in Interest 6.1.3..... 13
Personal Leave 7.5..... 21
Personal Property Protection 9.9..... 32
Ph.D Lane 16.8.2..... 71
Planning Periods 15.7.2..... 65
Planning Time, Use 15.7.2..... 65
Policy, Superseded by Agreement 2.2..... 4
President, Association 4.6.1.,4.6.1.1., 4.6.1.2..... 9
Previous Experience (Teaching) 17.5.1..... 74
Priority of Assignment 14.4..... 54
Priority to Present Staff 10.3.8..... 35
Priority to Present Staff (Vacancy) 14.1.3..... 51

Probationary Teacher 1.1.2..... 1
Professional Development Days 15.7.8..... 66
Professional Meeting Attendance 7.13..... 24
Programs and Approval 15.4.9..... 59
Progress Report, Provisional Teacher 11.6.2.2..... 47
Prorated Benefits 1.10..... 3
Prorating Sick Leave 7.3.4..... 20
Provisional Assistance, Definition 11.6.2..... 47
Provisional Teacher, Definition 1.1.1..... 1
Provisional Team, Definition 11.6.2.1..... 47

-R-

Reduction in Force 10.2..... 33
Released Time, Others 4.6.2..... 9
Released Time, President SLTA 4.6.1..... 9
Remediation 11.4..... 42
Reporting Leave 7.12..... 24
Representation, Exclusive (SLTA) 3.1,4.1..... 7,8
Representation, Verification 3.2..... 7
Resignation 12.3..... 49
Retirement –Article 21..... 83
Retirement, Early 21.5..... 84

Return from Leave 8.2.4, 8.3 26
Return to Remediation 11.4.12 46
Review of Services 6.6 16

-S-

Sabbatical Leave 8.4 27
Salary and Schedule Placement –Article 17 73
Salary, Extended Year 16.8.4 72
Salary Lane Adjustments 16.2 70
Salary Movement 16.4 70
Salary Schedule 86
Satisfactory Work 2.1.1 4
Savings Program 17.10 75
School Community Council 15.5 60
School Day 15.7.1 64
School Improvement Council 15.4 58
School Year, Definition 1.6 2
Seniority 10.1 33
Seniority, Job Share 14.3.2.1 54
Shared Governance –Article 15 57
Sick Leave 7.3 18
Sick Leave Bank 7.4 20

Sick Leave Incentive 7.3.2 19
Site-Based Decision Making 1.8 2
Site-Based Decision Makers 1.8.1 2
Site-Based Decisions 2.2.1 4
Staffing 10.3 34
Statute of Limitations 17.9 75
Student Services Council 15.6 63
Subcontracting 10.3.5 35
Substitute Teacher Priority 7.13 24
Summative Evaluation 11.3.3 42
Summer Pay 17.3 73
Summer School Employment 15.8 67
Summer School Program 15.8 67
Supersedes Policy 2.2 4
Superintendent, Definition 1.5 2
Supplies 15.9.8 69
Surplus Teachers –(See Unassigned) 14.3 53

-T-

Teacher Compensation at Conferences 15.7.8 66
Teacher, Definition 1.1 1
Teacher Facilities 15.9 68

Teacher Files 13.2.....50
Teacher Load 10.4,5..... 36
Teacher Protection (Defense) 9.3..... 30
Teacher Schedule and Curriculum (SIC) 10.4.5..... 36
Teaching Expectancies 11.2.3..... 40
Technology Teacher Placement 17.5.3..... 74
Temporary Leave 7.7..... 22
Termination –Article 12..... 48
Trades 14.1.9..... 52
Transfers and Assignments –Article 14..... 51
School Year 14.1.7..... 52
Involuntary 14.2..... 53
Voluntary 14.1..... 51
Transfers, Provisional Teachers 11.6.5..... 47
Travel with Spouse 7.10.2..... 23

-U-

Unassigned Status 14.3..... 53
Use of Building, Association 4.2.....8
Use of Facilities, Association 4.3..... 8
Use of Planning Time 15.7.2.2..... 65

-V-

Vacancies, Filling 14.5..... 55
Verification of Representation 3.2.....7
Voluntary Transfers 14.1..... 51

-W-

Waiver, Insurance 19.2.....79
Waivers, Contract 2.9..... 6
Work Year 15.7.3..... 65

-Y-

Year of Service, Definition 1.7..... 2