



Written Agreement

2010-11

Based on Principles of Shared Governance
between

The Salt Lake City Board of Education

&

The Salt Lake Teachers Association

Article 1

DEFINITIONS

1.1 **Aggrieved Person.**

The term "aggrieved person" shall mean the person or persons making the claim in a grievance.

1.2 **Association.**

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

1.2.1 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.

1.3 **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.

1.4 **Career Teacher.**

The term "career teacher" shall mean any teacher on a continuing contract who has worked for the District at least half time three (3) or more consecutive years, or is no longer on provisional status (Section 11.6).

1.5 **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.

1.6 District.

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

1.7 FTE.

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

1.8 Grievance.

The term "Grievance" shall mean a written complaint by a teacher, or group of teachers, that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement, written Board policies, or legal statutes that directly affect that teacher(s).

1.9 Hours.

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

1.10 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.

1.11 Party in Interest.

The term "party in interest" shall mean the person(s) who might be required to take action or against whom action might be taken in order to resolve the claim of a grievance.

1.12 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.

1.13 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.

1.14 Review of Services.

The term “Review of Services” shall mean the process of reviewing the services of a person(s) or program not covered in the Written Agreement. This process is not available for students to file reviews on teachers.

1.15 School Year.

The term “school year” shall mean the period of time established by the official nine month calendar adopted by the Board through Shared Governance procedures (Article 14) and complying with minimum student instruction requirements of the State Board of Education.

1.15.1 The term “School Calendar” shall imply that every school shall have one thousand (1000) hours and one hundred eighty (180) days of instructional time. Additional instructional time at an individual school site shall be determined by the school through the Shared Governance Process.

1.16 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.

1.17 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.

1.18 Seniority.

The term “seniority” shall mean and be applied in this agreement as the total length of continuous uninterrupted service to the District within the bargaining unit (those paid on the Teacher Salary Schedule).

1.19 Teacher.

The term “teacher” shall mean a contract employee of the Salt Lake City School District who is required by the State Board of Education to have and maintain a current State of Utah Educator’s License. This shall include teachers on approved leaves of absence pursuant to this Agreement, and exclude the superintendent, associate/assistant superintendents, instructors, substitute teachers and employees paid from the administrative salary schedule.

1.19.1 Faculty. The term “faculty” shall mean all licensed teachers paid from the Teacher Salary Schedule who are assigned to individual schools.

1.19.2 Probationary Teacher. The term “probationary teacher” shall mean a teacher who has been properly informed that he/she is not performing satisfactorily.

1.19.3 Provisional Teacher. The term “provisional teacher” shall mean any teacher with less than three (3) years of service in the District (except as noted in Section 11.6.1), working at least half time. Continued employment is not guaranteed during this contract period.

1.20 Vacancies.

1.20.1 Internal Vacancy. A position declared by the SIC and is open only to the teachers within that school.

1.20.2 External Vacancy. A position declared by the SIC and is open to teachers outside of that school.

1.21 Year of Service.

The term “year of service”, as defined by the Utah Retirement System, shall mean service by a teacher regularly employed in any one year for a number of days equal to at least one half of the school year.

Article 2

CONTRACTUAL EFFECT

2.1 Binding Agreement.

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

2.2 Alterations of Agreement.

Changes in any section of this Agreement (basic rules, policy, administrative items, and 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 shall 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.

2.3 Duration.

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

2.4 Code of Ethics.

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

2.5 Interruption of Employment.

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

Article 3

RECOGNITION OF ASSOCIATION

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 recognizes 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 term of the Agreement. If within ninety (90) days prior to December 31st of any year good cause exists to believe that a majority of teachers 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 Buildings.

Use of buildings for teacher association meetings shall be the exclusive privilege of the 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 teacher mailboxes shall be the exclusive right of the Salt Lake Teachers Association. Authorized representatives of the Association shall assume responsibility for the posting or distributing of material for the Association as well as removing expired notices. When appropriate, such materials shall be signed.

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 may freely plan and carry out classroom presentations, introduce materials

relevant to the course, and conduct appropriate discussion. When doing so teachers shall 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 full time and pay one third (1/3) of the regular academic assignment for that individual. The president's schedule shall maximize the period of continuous uninterrupted non-classroom time to serve the common interests of the District and the Association.

4.6.1.1 Benefits. During the term of office, the Association president shall receive full benefits to include the accumulation of sick leave, personal leave, seniority in the District, retirement contributions, and a two hundred two (202) day contract. 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 first or second 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. If the president serves more than two (2) terms, the president shall return as an unassigned teacher (as noted in Section 13.4.3.)

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 leave allowed for each Association member, except the Association President, shall not exceed eighteen (18) days total for all Association business in a given

year. The cost of substitutes for Association activities shall 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 shall 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 shall 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 shall negotiate compensation, 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 shall 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 shall present up to three (3) issues to be considered using the Interest Based process. After the first meeting, new issues may be introduced only by mutual consent.

5.5 Negotiations Data.

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

5.6 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. Each party shall pay their own costs, unless mutually agreed, and then the cost shall be shared.

5.7 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 shall be provided and cost shared by the District and Association as needed.

5.8 Good Faith.

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

5.9 Distribution of Material.

All materials to be distributed anywhere shall be identified by source and be signed. During negotiations, at least bi-weekly, a mutually agreed negotiation update shall be sent out by both the Board's Negotiation Team and SLTA to all interested parties. Such material shall not constitute a personal or unfair attack on any individual and shall comply with fair practices. Both parties shall exert effort to enforce this provision and shall publicly disclaim support of any material which is produced in violation of this provision.

5.10 Impasse.

If the negotiations reach an impasse, the issues in dispute shall be settled in any manner agreeable to both parties. (Section 2.2)

5.11 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. Association ratification is required prior to Board approval for salary increases to occur.

5.12 Joint Study Committees.

- 5.12.1 **Creation of Committees.** The negotiators for the Board and the Association are empowered to create joint study committees.
- 5.12.2 **Consultants.** Consultants may be used if deemed necessary by either party. Costs shall be paid by the individual parties, unless mutually agreed, and then the cost shall be shared.
- 5.12.3 **Meetings.** 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 costs shared by the District and Association.
- 5.12.4 **Recommendations.** Recommendations and reports of joint study committees are advisory in nature.
- 5.12.5 **Completion of Work.** 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.
- 5.12.6 **Independent Study.** 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.

5.13 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. Whenever possible, electronic versions, via internet download or on CD, shall also be made available.

Article 6

GRIEVANCE PROCEDURE

6.1 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.

6.2 Procedures.

6.2.1 Level One - Informal. The aggrieved person shall first notify the person(s) with whom they have the grievance or his/her supervisor, of a Level One grievance. Notification shall outline attempts to resolve the matter informally by discussing the issue with the person(s) or supervisor within thirty (30) working days after becoming aware of the act or condition upon which the grievance is based. The teacher(s) may attempt resolution personally or may be represented by the Association.

6.2.1.1 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 shall submit such grievance within fifteen (15) working days in writing to the Superintendent directly.

6.2.1.2 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.

6.2.2 Level Two - Formal. If the grievance cannot be solved informally, a formal written grievance (Form A) must be filed

within fifteen (15) working days after the Level One meeting(s) 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.

6.2.2.1 Form B. 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.

6.2.2.2 Decision. The aggrieved shall accept or reject the decision within five (5) working days rendered on Form B. If rejected, the grievance is referred to the PR&R Committee on Form C.

6.2.3 Level Three – Office of the Superintendent. If settlement is not reached following review, the chairman of the PR&R Committee shall refer a copy of Form C to the Superintendent within fifteen (15) working days.

6.2.3.1 Representation. The superintendent shall represent the administration at this level of the grievance procedure.

6.2.3.2 Decision. Within ten (10) 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 fifteen (15) working days of the meeting.

6.2.4 Level Four - Advisory Arbitration. In the event that it should be decided to appoint a hearing examiner, as provided in the Orderly Termination Act, the Association and the

Administration shall make the selection from a mutually agreed upon list.

6.2.4.1 Hearing Examiner. The hearing examiner selected shall confer with the Administration and the Association and hold hearings promptly. The decision of the hearing examiner shall be issued not later than thirty (30) 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. The hearing examiner's decisions shall be subject to Board approval.

6.2.4.2 Recommendations. 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.

6.2.4.3 Cost. 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.

6.3 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 shall be jointly prepared and distributed by the Superintendent 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.

6.4.4 Release for Hearing. 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.

6.4.5 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.

6.4.6 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.

6.5 Review of Services.

6.5.1 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.

- 6.5.2 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.
- 6.5.3 Files.** A file containing the information gathered on each review is maintained for at least five (5) years in the District Office and such files are available for inspection by appropriate parties.
- 6.5.4 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.
- 6.5.5 Local Level.** The initiator of the review shall obtain the appropriate form(s) and understand the steps of responsibility he or she has as the initiator of the review.
 - 6.5.5.1 Informal Step.** The initiator of each review shall first meet with the person or supervisor of the program within thirty (30) working days after becoming aware of the act or condition upon which the review is based 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. The date of the meeting shall be recorded and signed by both parties on the appropriate form(s). This is Item One of the Review of Services form.
 - 6.5.5.2 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 shall 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.

- 6.5.6 District Level.** If a review is not resolved at the local level, all completed steps and signed forms shall be sent to the District office within ten (10) working days of the formal step completion and a review number shall be assigned. At this time, if both parties mutually agree, the process may proceed directly to Office of the Superintendent (Section 6.5.8), bypassing Advanced Level (Section 6.5.7).
- 6.5.7 Advanced Level.** A person mutually agreed upon by the parties shall evaluate all formal review documents received and make a recommendation within ten (10) working days of the decision to complete 6.5.7. If, after consideration of six (6) names, a name cannot be mutually agreed upon, each party shall select one (1) person and those two (2) shall select the evaluator.
- 6.5.8 Office of the Superintendent.** If the conflict has not been resolved, the review shall be sent to the Office of the Superintendent for a decision which shall be given within fifteen (15) working days of the completion of the formal step.
- 6.5.9 Board Hearing.** If the decision of the Superintendent is deemed not satisfactory, either party may request within ten (10) working days after the Superintendent's decision is rendered, a hearing before the Board of Education. The hearing before the Board shall be held within fifteen (15) working days after the request date.

Article 7

SHORT TERM LEAVES OF ABSENCE

7.1 Purpose.

It is the policy of the Board of Education to provide short term leaves of absence for teachers of the District. Such leaves shall be implemented through procedures developed by the Superintendent and the Association.

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 shall notify the Human Resources Administrator of his/her intention to take leave.

7.2.2 Application and Notice. A teacher who knows he/she will be making application for a short term leave shall, also, notify the principal or principal's designee as early as possible so that necessary arrangements can be made. Application for short term leaves shall be in writing according to District procedures.

7.2.3 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. This includes all types of leave in Article 7.

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

7.3 Sick Leave.

7.3.1 Sick Leave Benefits. All teachers employed by the Board shall receive 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 Allowance and Accumulation.** The annual sick leave allowance for FTE nine-month employees shall be seventy two (72) hours at full pay with a maximum cumulative allowance of one thousand four hundred forty (1,440) hours.
- 7.3.1.2 Pro-rating 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.
- 7.3.1.3 Limit Per Illness.** The District will generally not provide FTE employees more than nine hundred sixty (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.
- 7.3.1.5 Recovery from Illness.** A teacher facing a long recovery from a serious illness or accident shall, upon written application, be granted an unpaid leave of absence for the recovery period.
- 7.3.1.5.1 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.
- 7.3.1.6 Special Uses.** Once all personal leave has been used, sick leave up to forty (40) hours, may be converted to personal leave in the event of a serious illness of someone not covered in Section 7.3. Such leaves may be granted by the principal

up to sixteen (16) hours, with review by the Human Resources Administrator for the remaining hours up to forty (40) hours. This conversion of sick leave to personal leave is not available to provisional status teachers.

7.3.2 Sick Leave Incentive Option. This optional benefit is only available to teachers at the top step of their lane on the salary schedule.

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

7.3.2.2 Records. 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).

7.3.2.3 New Sick Leave Deduction. New sick leave shall be used first. There shall 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.

7.3.2.4 Old Sick Leave Deduction. There shall be no deduction of 20% of the daily rate of pay for old sick leave used. If old leave is used, those days shall not be restored with the new year's accrual.

7.3.2.5 No Deduction. If no sick leave is used, no deductions shall occur.

7.3.2.6 Retirement. Upon retirement (Section 20.3) shall remain in effect only for sick leave accumulated previous to enrollment in this sick leave plan.

7.3.2.7 Enrollment. 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 15th for traditional calendar schools or June 15th for year-round schools.

7.3.2.8 Continuous Enrollment. A person may not drop out of the plan once enrolled.

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 shall have four (4) hours (Section 7.3.1.1) of their sick leave allowance deducted each year from the beginning of their contract employment.

7.4.2 Eligibility. Teachers who are not on provisional status and have worked for the District on at least a half time basis for three (3) consecutive years and have used their accumulated sick leave are eligible to apply to the Sick Leave Bank. This eligibility shall commence on the first day of the teacher's fourth year.

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

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

7.4.4 Maximum Use. FTE teachers may draw upon the Bank not to exceed nine hundred sixty (960) hours in any twelve (12)

month period with the twelve (12) month period to commence on the first day of Sick Bank use. Part-time teachers are pro-rated (Section 1.12.) In unusual cases, teachers may appeal to the Sick Leave Bank Committee for an extension of sick leave beyond this 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 associations.

7.5 Personal Leave.

7.5.1 Allowance. Sixteen (16) hours personal leave shall be granted to each FTE teacher during the annual term of the contract without loss of pay.

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

7.5.3 Additional Leave. Eight (8) additional hours shall be granted during the annual term of the contract with substitute cost to be deducted from the teacher's salary.

7.5.4 Personal Leave (Sick Leave Conversion): The total number of days per ten (10) year window is available for conversion. Each request for a conversion requires the use of the “additional” personal leave with the cost of the substitute deducted.

Teachers with 0 - 10 years	No consideration of conversion of sick leave
Teachers with 11 - 20 years	Up to four (4) days conversion in the ten (10) year window.
Teachers with 21 - 30 years	Up to seven (7) days conversion in the ten (10) year window.
Teachers with 31 or more years	Up to seven (7) days conversion in the ten (10) year period.

Any refusal of such requests shall be in consultation with the President of the Association or designee.

7.6 Bereavement Leave.

All teachers employed by the Board shall be entitled to a non-deductible 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 (40) hours. These family members include spouse, children, grandchildren, parents, grandparents, and siblings.

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

7.7 Other Temporary Leaves.

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

7.7.1 Legal Proceedings. Teachers shall be granted 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). This provision does not apply when a teacher is the plaintiff in a civil law suit.

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

7.7.3 Educational Meetings. A teacher, upon request, may be granted up to but not to exceed forty (40) hours in any given contract year, the time necessary to attend educational meetings/workshops when permission is granted by the Superintendent or designee.

7.7.4 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) shall be charged to the Workman's Compensation. The prorated daily balance shall be charged to the employee's sick leave. When sick leave is exhausted the employee then becomes eligible for the Sick Leave Bank.

7.7.5 Non-Deductible Leaves. Other non-deductible leaves of absence (with pay) may be granted by the Superintendent or designee 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 professional 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, Marines, 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 (Section 8.3). Such leaves of absence shall be granted only on the basis of official military orders which must be filed in Human Resources. Teachers 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 approval to attend out of District conferences may apply following procedures published by the department, or grant funding the conference with the approval of

the site administrator. If funding is granted, the individual shall notify the site administrator of the approved conference.

7.9.2 Organization Conventions. The Board shall 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. Such leaves shall 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 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 Leave Day Incentive.

An incentive for teachers who accumulate their maximum one thousand four hundred forty (1,440) hours of sick leave and forty (40) hours of personal leave shall be paid at 19% up to sixteen (16) hours of unused personal leave. Payment shall be made at the end of the school year or the first check of the new school year.

Upon reaching the maximum in a previous year, a teacher is awarded seventy two (72) hours of sick leave and sixteen (16) hours of personal leave at the beginning of the year. A teacher may use up to thirty six (36) hours of this sick leave and still be eligible for the incentive pay. These seventy two (72) hours are used first for illnesses.

To qualify, personal leave shall not be used during the year. A teacher continues to be eligible for the incentive pay annually if he/she continues to meet the qualifications.

Article 8

LONG TERM LEAVES OF ABSENCE

8.1 Purpose.

It is the policy of the Board to provide long term leaves of absence for the employees which usually shall not exceed sixty (60) days but may be up to one hundred eighty (180) days. These leaves are for such things as military, illness, further study or personal renewal purposes. Such leaves are coordinated through procedures outlined in this section of the Written Agreement and approved by the Superintendent or designee.

8.2 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.

8.3 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 (5) 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 one (1) to thirty (30) days... the first regularly scheduled work day eight (8) hours after the end of the calendar day separated from service;

Service of thirty one (31) to one hundred eighty (180) days... application for reemployment must be submitted no later than fourteen (14) calendar days after separation from service;

Service greater than one hundred eighty days (180) ...application for reemployment must be submitted no more than ninety (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.

8.3.1 Health Benefits. Health benefits coverage may be continued at the election and expense of the individual. For periods of thirty (30) days or less, the teacher shall only be responsible for the normal employee's share of the premium. For a period of more than thirty (30) days, the teacher may elect to purchase up to eighteen (18) months of health insurance at the rate that shall 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.

8.3.2 American Red Cross. Teachers who enter the service of the American Red Cross in time of national emergency on a full-time basis shall be entitled to all the provisions of Sections 8.3 and 8.3.1 with all the privileges granted to those who enter the services defined by USERRA.

8.4 Extended Leave.

The Board of Education upon application by an employee may grant a leave of absence for the following reasons: illness, infant/child rearing, transfer of spouse, further study or renewal. Medical verification shall be required for extended leave for illness.

8.4.1 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.

8.4.2 Length of Leave. An approved leave of absence except as noted in 8.5.2 sixty (60) calendar days or less shall 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 shall be reviewed by the Association and the District and approved only by mutual consent.

8.4.3 No Compensation. The teacher shall 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.

8.4.3.1 Insurance. Employees who are on an approved non-paid leave of absence may pay for their insurance (Section 18.4).

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

8.5 Return from Extended Leave.

8.5.1 Return to Work. A teacher who is granted leave of absence that is not more than a full academic year shall, upon return to work at a pre-specified date, be reactivated to the position from which he/she takes leave.

8.5.2 Pre-specification 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 an emergency.

8.5.3 Return from Leave/Unassigned. Teachers returning from leave whose position has been eliminated through processes identified in Section 13.3.2 shall be considered “unassigned” and treated according to Section 13.5.3 of this Agreement.

8.5.4 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.

8.6 Sabbatical Leave.

8.6.1 Purpose. A sabbatical leave shall be considered only for reasons of professional growth such as additional academic or experience training that shall be of value to the program or the District, department or site. Sabbatical leaves for teachers are provided under the following regulations:

8.6.1.1 Minimum Service. Applicants shall have completed a minimum of ten (10) consecutive years of teaching experience in the Salt Lake City School District before being eligible for a sabbatical.

8.6.1.2 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.

8.6.1.2.1 Letter of Support. Applications shall include a letter of support from the

administrator of any program which may be impacted by the planned leave activity.

- 8.6.1.3 Priority.** The Administration and the Association shall recommend a priority ranking of all applicants. Value to the District being equal, preference shall 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 shall be notified of the priority ranking by March 15th.
- 8.6.1.4 Eligibility.** No person shall be given such leave of absence more often than once in seven (7) years.
- 8.6.1.5 Maximum Available Leaves.** A maximum of five (5) teachers approved by a committee representing the Association and the Administration shall have sabbatical leaves in any one year.
- 8.6.1.6 Salary.** Sabbatical recipients shall be paid one-half of their salary in equal monthly payments over regularly scheduled payroll dates.
- 8.6.1.7 Reemployment Guaranteed.** A teacher who is granted a sabbatical leave of absence is assured re-employment, 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.
- 8.6.1.8 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.

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

8.6.1.10 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.

8.7 Renewal Leave.

The Board, 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.

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

8.7.2 Return from Leave. Provisions of section 8.4.1 through 8.4.4 are applicable to such leave.

8.8 Medical Verification.

When a long term leave is requested for health purposes, the Board 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 PROTECTIONS 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 within five (5) 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. Failure to do so may result in disciplinary action up to and including termination.

9.2 Information.

The Superintendent shall 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 shall, 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 ten (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. If the teacher fails to make request for defense within ten (10) days or refuses to cooperate in the defense, the District is not obligated to defend the teacher or 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 Utah State Law and 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 allowed by State Law and Board Policy, when 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; or
- d. protect persons or property.

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

9.7 Teacher Judgment and Board Support.

The Board shall 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 shall support reasonable and professional disciplinary practices which protect the legal rights and the safety of teachers and students. Procedures for discipline in the schools shall be developed in accordance to State Law and Board Policy 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 and the Student Services Department. 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 shall 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 shall 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.

9.11 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. A teacher must make an appointment with Human Resources to review their personnel file and may have items copied at their expense.

9.11.1 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.

9.11.2 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 10

STAFFING AND STAFF REDUCTION

10.1 Seniority.

10.1.1 Seniority Ranking. Each teacher in the District shall receive a seniority number which shall 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.

10.1.1.1 Non-Continuing Contracts. All teachers on non-continuing contracts shall receive seniority on the same basis as teachers who have continuing contracts.

10.1.2 Interruption. It shall 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 shall 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 shall begin anew when/if that teacher is rehired. Seniority shall continue to accrue through Sabbatical Leave.

10.2 Reduction in Force.

It is the procedure of the District to reduce staff in proportion to its loss of students and in consideration of its revenue.

10.2.1 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 shall 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.

10.2.2 Notice of Lay-Off. Teachers must receive notice of termination by May 15th of the current year if their employment for the subsequent year is no longer in effect.

10.2.3 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.

10.2.4 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 shall 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 shall be granted a release from a contract upon thirty (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.

10.3.4.1 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.

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 shall assign teachers according to Federal Regulations and State Board of Education guidelines:

- a. teaching major and/or minor;
- b. equivalency; or
- 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 Staffing Priorities. 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 shall 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 shall be rotated on a yearly basis, and a teacher of a split grade level class shall not be required to teach the split a second consecutive year until all teachers in those two (2) grade levels have taken the assignment in rotation. At the conclusion of the school year, the teacher completing the split level assignment, shall return to his/her previous grade level assignment. At this point, assignments shall be handled by the SIC (Section 13.3).

10.4 Class Size.

The School Improvement Council in each school shall make strong efforts to attain reasonable class size loads and shall strive to balance loads and to treat all students, teachers, and content areas equally. Concerning class size the School Improvement Council shall:

- a. meet and make recommendations to correct inequities on class size and loads;
- b. meet monthly and more often if business dictates;
- c. review 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 (Section 10.4.1); and
- e. monitor elementary class size and secondary teacher loads and make suggestions to improve upon maximum and minimum class size/teacher load recommendations.

10.4.1 Overload Appeal. The SIC, represented by the principal or SIC chair, may petition the Assignment Load Committee for additional staff for overload relief.

10.4.2 Teaching Schedule and Curriculum. The School Improvement Council shall evaluate the proposed teaching schedule and curricular offerings of the school when they are 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.

10.4.3 High Schools. High school scheduling and teaching periods are defined in Board Policy.

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 (2) teachers may accept responsibilities for one (1) 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 shall be arranged by the job sharing team. It shall not be deemed appropriate to adopt schedules which anticipate long absences of teachers. Such absences shall be treated as extended leaves without pay.

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

10.5.2 Companion Selection. A teacher opting to job share shall be given the opportunity of submitting the name of 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 internal vacancy 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, provided there is an internal vacancy and provided the teacher is qualified to fill the internal 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 shall be maintained by the principal and, where appropriate, shall be reported to the Payroll Office. The absence may be covered in one of the following ways:
- 10.5.5.1 Roster.** A substitute teacher may be requisitioned from the Substitute roster.
- 10.5.5.2 Sharing Teacher.** The other sharing teacher may “cover” for the absent teacher, in which case, one of the following apply:
- 10.5.5.2.1 Substitute Rate.** The “covering” teacher shall be paid at the substitute rate if the absence is covered by paid leave.
- 10.5.5.2.2 Contract Rate.** The “covering” teacher shall be paid at his/her contract rate if the absence is a leave without pay.
- 10.5.5.2.3 Sharing Teacher Arrangement.** 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.

10.6 Interns.

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

Article 11

EDUCATOR COLLABORATIVE ASSESSMENT PROGRAM, PERFORMANCE ASSISTANCE, AND REMEDIATION

11.1 Purpose.

The Educator Collaborative Assessment Program has been developed collaboratively by the School District and the Teachers Association through the Joint Evaluation Development Committee. The processes, protocols and forms are found in the E-CAP handbook (Educator Collaborative Assessment Program). The purposes of educator assessment are to:

- a. recognize and honor quality teaching;
- b. promote the professional growth of the teacher;
- c. Identify and encourage teacher skills which contribute to student learning; and
- d. improve the education system.

11.1.2 Orientation. The principal shall orient all teachers assigned to the school regarding the purposes, protocols, and methods of the assessment system at the beginning of the teachers' instructional year. No Educator Assessment shall take place prior to the orientation.

11.1.3 Procedures and Guidelines.

- a. The Educator Assessment System identifies standards for satisfactory performance which fit the job, role or teaching assignment.
- b. Performance assessment is to be completed by the principal, the principal's designee or the teacher's immediate supervisor.
- c. Formal classroom observations are only required for provisional teachers. As soon as possible, but not more than five (5) working days after an observation, the details of the observation shall be written and discussed with the teacher. After discussion and revision of the observation report, a copy of the report shall be given to

the teacher, and one (1) copy shall be placed in the employee's personnel file.

- d. A written response to all or any part of the assessment report may be attached.

11.1.4 Review. A teacher who is not satisfied with the written summative report has thirty (30) calendar days to request a review. The review shall be conducted in accordance with (53A-10-110) Utah State Code.

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 assessment results and the evaluator's recommendations. Supplementary performance assessments may be conducted for good cause after that date.

11.2 Performance Expectations.

11.2.1 Performance Assessment. It is the position of both parties that persons not suited to the educational setting shall not be employed by the District. The principal shall assess teacher performance based on the collaboratively developed Educators' Collaborative Assessment Program (E-CAP). Anonymous comments shall not be considered in the performance assessment. A signed copy of the assessment report shall be given to the teacher.

11.2.2 Performance Assistance and Remediation. Performance Assistance and Remediation shall be based on the teacher's performance in meeting the goals of the collaboratively developed intervention plan according to the provisions of E-CAP.

The Four Domains of Teaching Responsibility for E-CAP.

DOMAIN 1.1 PLANNING AND PREPARATION

- 1a. Demonstrating knowledge of content and pedagogy
- 1b. Demonstrating knowledge of students

- 1c. Selecting instructional goals
- 1d. Demonstrating knowledge of resources
- 1e. Designing coherent instruction
- 1f. Assessing student learning

DOMAIN 2.2 THE CLASSROOM ENVIRONMENT

- 2a. Creating an environment of respect and rapport
- 2b. Establishing a culture for learning
- 2c. Managing classroom procedures
- 2d. Managing student behavior
- 2e. Organizing physical space

DOMAIN 3.3 INSTRUCTION

- 3a. Communicating clearly and accurately
- 3b. Using questioning and discussion techniques
- 3c. Engaging students in learning
- 3d. Providing feedback to students
- 3e. Demonstrating flexibility and responsiveness

DOMAIN 4.4 PROFESSIONAL RESPONSIBILITIES

- 4a. Reflecting on teaching
- 4b. Maintaining accurate records
- 4c. Communicating with families
- 4d. Contributing to the school and district
- 4e. Growing and developing professionally
- 4f. Showing professionalism

11.3 Performance Assistance.

11.3.1 Use. Principals shall use performance 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 Representation. 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 Improve Performance. 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 Assistance. The principal may also call upon District teachers with appropriate training or experience in the grade level or content area to be of assistance in supporting the teacher to improve their performance skills.

11.3.2.4 Feedback. 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 Performance Assessment. If the problem persists beyond a time agreed upon by both teacher and principal, a summative assessment report shall cite the basis for the conclusions that lead to remediation.

11.4 Remediation.

11.4.1 Determination. If the principal, based upon Sections 11.2 and 11.3, determines that Performance 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 Informing Teacher. 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 Teacher Performance. Remediation shall be based on the teacher's performance in his/her assignment according to the Educator's Collaborative Assessment Program (E-CAP).

11.4.2.3 Initiation of Remediation. 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. facilitates the writing of the Remediation Plan in conjunction with the teacher and the team;

- e. facilitates periodic Team reviews and gives copies to the teacher and the Team members; and
- f. at the conclusion of the Remediation process, insures the final Remediation Team Report is submitted to the Superintendent in consultation with the team. 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 and Written Agreement 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; and
- 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 ensure 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; and
- 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; and
- d. has substitute provided and mileage reimbursed upon request to administration.

The Team Assigned Teacher (Optional):

- a. may be recommended by the Remediation Team;
- b. shall spend a period of time, up to one (1) month, based on individual need, working directly with the teacher;
- c. shall be employed from retired teachers or teachers on leave; and
- 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 minority report.

11.4.4 First Team Meeting. Within fifteen (15) district scheduled working 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) district

scheduled working 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 thirty (30) to sixty (60) working days. This time line shall be based on the district scheduled work days and not an individual teacher's schedule. The remediation plan timeline shall commence the first classroom day after the first team meeting with the teacher. At the first meeting, as part of the remediation plan, the entire team shall determine the length of the remediation process based upon the following guidelines:

- a. One (1) component shall be assigned a minimum of thirty (30) district scheduled working days.
- b. Each additional expectancy shall be assigned at least an additional ten (10) district scheduled working days to a maximum total of sixty (60) district scheduled working days.
- c. In the event that absences due to illness occur, that amount of time shall be added to the remediation process. The administration may request medical verification of the absence. (Section 8.8)

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 shall first meet without the teacher to compile data from the observations and assessment processes. This report shall be written by the chairperson and copies shall be given to the teacher and all Team members at each meeting.

- 11.4.8 Final Review.** At the conclusion of the remediation process a meeting with the teacher and members of the Team shall take place. The parties shall review the plans, expectations 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 shall be terminated. After three (3) years of satisfactory performance all references to the remediation process shall 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) working 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. (Section 1.19.3)

11.6.1 Provisional Term. A teacher shall be on provisional status until the teacher has completed three (3) consecutive years of service in the District. After three (3) consecutive years of service, a teacher employed for a fourth (4) year shall be given career teacher status. An experienced teacher may be removed from provisional status after two (2) years of service upon recommendation of the principal. Teachers retiring from the District and returning immediately to a teaching position, according to the Utah Retirement System guidelines, shall not be placed on provisional status provided they have demonstrated professional performance.

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

11.6.2.1 Mentor. The teacher shall be assisted by a mentor. Documentation of assistance shall be kept by the principal, with a copy for the provisional teacher.

11.6.2.2 Progress Report. A minimum of two (2) conferences with written reports addressing performance shall be conducted each school year. The two (2) conferences shall be based on formal observations with pre and post conference meetings. One (1) conference shall be conducted prior to November 15th. The second conference shall be completed prior to February 15th. A conference shall not be held within fifteen (15) working days of another conference. The written

progress reports shall be provided on a form mutually agreed to by the Association and the District. Unless otherwise agreed, the written progress report is the form in the Educator Collaborative Assessment Program for Provisional Teachers, Provisional Educators Periodic Monitoring and Report Form.

11.6.3 Final Conference. At least sixty (60) calendar days prior to the end of each provisional year, the provisional teacher and the principal shall meet to discuss the progress of the provisional teacher. The provisional teacher shall be notified at this time of his/her performance assessment results and the principal's recommendations.

11.6.4 Continuation of Employment. The principal shall notify the Human Resources Administrator, by March 15th, as to whether the provisional teacher is recommended for continued employment.

11.6.5 Compliance. Within fifteen (15) working days of the District issuing a written notice of non-renewal to a provisional teacher, the Association may request an additional year of provisional status for a teacher if the District has not complied with the provisions (Section 11.6.) If the teacher agrees to an additional year as a provisional teacher, the teacher may be assigned to the same school at which the teacher taught the previous year.

If there is a dispute between the District and the Association regarding whether there has been compliance, the dispute shall be submitted in writing to an arbitrator who shall review the written record and the written submissions of the parties and shall decide whether there has been compliance. The decision of the arbitrator shall be final. Each year, the District and the Association shall agree on a list of up to six (6) former employees who may serve as the arbitrator. The selection of the actual arbitrator shall be by drawing one (1) of the names at random. If the Association fails to provide names the matter shall be submitted to the Superintendent.

11.6.6 Transfers. Under most circumstances it is desirable for the provisional teacher to remain at one (1) school for the period of provisional status. Therefore, voluntary transfers shall not be honored.

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) calendar 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) calendar 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 fair hearing. The teacher may call the association, school staff, and such witnesses as the teacher may deem necessary. Said hearing shall commence within thirty (30) calendar days after the selection of the hearing examiner.

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 Section 10.2, 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 the Orderly Termination Act, the Association and the Administration shall make the selection from a mutually agreed upon list. The hearing examiner selected shall confer with the Administration and the Association and hold hearings promptly. The decisions of the hearing examiner shall be issued not later than thirty (30) 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. 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 Mutual Agreement. The Board and a teacher may mutually agree to terminate the teacher's contract at any time.

12.3.2 Voluntary. 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).

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 thirty (30) calendar days prior to termination.

Article 13

TRANSFERS AND ASSIGNMENTS

13.1 Voluntary Transfer.

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

13.1.2 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 internal vacancies in the school before any external vacancy is declared by the SIC. If more than one (1) 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 Sections 13.4.1 through 13.4.5.

13.1.3 Requests for Transfer. Career teachers may apply for specific external vacancies by submitting a request for transfer form to Human Resources no later than ten (10) working days following the external vacancy notice. After a teacher has submitted one (1) transfer form, requests for transfer to additional external vacancies can be accomplished by notifying Human Resources no later than ten (10) working days following the external vacancy notice.

13.1.4 Hiring Process. Using a common set of criteria, principals, in consultation with the SIC, shall review all transfer requests and

select the candidates to be interviewed. If fewer than three (3) 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 shall be personally notified by the school. After interviewing and considering these candidates, the principal, in consultation with the SIC shall select the most qualified candidate. In the event none of the internal applicants meets the prerequisites for the position, the principal shall justify to the Human Resources Administrator, the reasons why none of the internal applicants could be selected. The Human Resources Administrator shall 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 shall 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.

13.1.5 Transfers After May 15th. Current teachers may apply for external vacancies which occur after May 15th, and shall receive consideration along with applicants from outside the District.

Transfer requests for teachers shall be honored until the first (1st) day of the teacher's contract year. Transfer requests for teachers in year-round schools shall be honored until the end of the first (1st) interim session.

The Human Resources Administrator may facilitate transfers based on individual circumstances with the agreement of both the teachers and principals. Considerable effort shall be given to facilitate transfers of teachers who have been with the same school for five (5) or more years, and who desire to transfer.

13.1.6 School Year Transfers. If a position becomes available during the school year, it shall be filled on a temporary basis until the end of the school year. The internal vacancy position

shall then be posted and filled in accordance with Sections 13.1.1 through 13.1.5.

- 13.1.7 Part-time to Full-time Transfers.** Part-time teachers who desire full-time status may apply for internal and external vacancies as current teachers according to Section 13.1.3.
- 13.1.8 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.
- 13.1.9 Information.** The Superintendent shall make available to the Association requested information pertaining to individual reassignment and/or transfer.

13.2 Involuntary Transfers and Assignments.

- 13.2.1 Necessary Changes and Appeals.** The Board and the Association recognize that some involuntary transfer of teachers from one (1) 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 and are subject to appropriate appeals available to the teacher in the District.
- 13.2.2 Meeting for Review.** An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Human Resources Administrator or the principals involved, at which time the teacher shall be notified of the reason for the transfer. In that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Association shall meet with the Board's designee to review the matter.

13.2.3 Consultation. Teachers and administrators shall be consulted before a decision is made. Transfers shall not be automatic but based on needs.

13.3 Unassigned Status.

13.3.1 Basis of Unassigned. It is the policy of the District to declare staff unassigned based on program needs, student enrollment, and revenue. A teacher shall not be unassigned if there are documented performance or discipline issues (Article 11).

13.3.2 SIC Identifies Unassigned. For the purpose of determining which teacher(s) shall 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 not 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.

13.3.2.1 Job Share Seniority. Each member of a job share team shall retain his/her individual seniority ranking. (10.1.1)

13.3.3 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 shall be identified as "unassigned" and shall be so reported to the Human Resources Administrator. The SIC shall be prepared to justify any decision which leaves a "less senior" teacher in a school and a "more senior" teacher unassigned.

13.3.4 Reassignment Form. Each unassigned teacher shall complete a reassignment form developed by the Administration and the Association.

13.3.5 Assignment Load Committee. The Assignment Load Committee shall facilitate the assignment of unassigned teachers into known external vacancies, adhering to the needs of the District and insofar as feasible, the wishes of the teacher, seniority, and the principles of Shared Governance. The committee is chaired by the Human Resources Administrator or designee and composed of four (4) teachers selected by the Association (representing each level) and three (3) other administrators selected by the Administrators Association (representing each level) and shall meet as needed as the Shared Governance Committee to facilitate the placement of unassigned teachers. In the assignment of unassigned teachers, the decision of this committee shall 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 right of due process. Such decisions are subject to appeal.

13.4 Priority of Assignment. The priority of assignment shall be:

13.4.1 Sabbatical Leave. Sabbatical leave returnees whose specific assignment was agreed upon at the time the leave was granted (Section 8.6.1.8).

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

13.4.3 Unassigned. 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 Section 13.3.5.

13.4.4 Request. Teachers who have requested a transfer, subject to provisions of Sections 13.1.1 and 13.1.3.

13.4.5 New to District. Teachers new to the District.

13.5 Filling Internal and External Vacancies.

13.5.1 SIC Identifies External Vacancy. For the purpose of determining the nature of a external vacancy within a school, the SIC shall first consider the instructional needs of the students. In cooperation with the School Improvement Council, the principal shall describe on a written District form the educational qualifications needed to fill the external 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 internal vacancy in its totality.

13.5.2 Notifying Staff During Non-Contract Time. Teachers interested in being notified for site internal 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 an internal vacancy occurs, the principal shall notify the SIC Chair/Designee who shall notify these teachers. The teachers shall have three (3) working days if a weekend is included to notify the principal of their interest in the internal vacancy.

13.5.3 Actions of the Human Resources Administrator. When the Assignment Load Committee and/or School Improvement Council are unavailable, the Human Resources Administrator, in consultation with the Association President, and adhering to the guidelines of Article 13, may initiate and implement transfers and reassignments of teachers. The Human Resources Administrator shall simultaneously notify the Association of such action in writing. Such actions are subject to later review by the Assignment Load Committee.

13.5.3.1. Counselors. In assignment of counselors, a Counselor Selection Committee shall be selected composed of the Director of Student and Family Services, principal(s), and Association Representative(s) of the school(s) involved, two(2) 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 (Sections 13.5.1 and 13.5.2.)

Article 14

SHARED GOVERNANCE

14.1 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 administers the schools in cooperation with the employees and the patrons of the District. The Board of Education supports the concept of shared governance.

14.1.1 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).

14.2 Annual Training.

A District Shared Governance training session, in cooperation with the Association, shall be conducted early in the school year complete with materials for principals, all members of SIC, SCC and PTA presidents, and presidents-elect. All are expected to attend.

14.3 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.

14.3.1 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.

14.3.2 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.

14.4 District Shared Governance.

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

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

14.4.2 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.

14.5 School Improvement Council.

14.5.1 Purpose. A School Improvement Council shall be established in each school from the faculty, staff and the administration of that school. It 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. Teacher membership on the council shall be as follows:

14.5.1.1 Elementary Schools. One (1) representative from the primary grades, one (1) representative from the intermediate grades, and the SLTA faculty representative(s).

14.5.1.2 Intermediate Schools. One (1) representative from the following areas: business, computer literacy, vocational, fine arts, physical education, computer programming, special education, alternative education, English as a second language, library media and health; and one (1) representative from the following areas: English, social studies, science, mathematics, and foreign language; the SLTA faculty representative(s); and one (1) representative from the counseling staff.

14.5.1.3 High Schools. One (1) representative from the following areas: business, computer literacy, vocational, fine arts, physical education, computer programming, special education, alternative education, English as a second language, library media, and health; and one (1) representative from the following areas: English, social studies, science, mathematics, and foreign languages; the SLTA faculty representative(s); and one (1) representative from the counseling staff.

14.5.2 Teacher Representative Elections. Teacher representatives shall be nominated from the total faculty. Voting shall be by Association members at a Salt Lake Teachers Association meeting. The counselors shall elect their representatives. (The faculty advisor to student government is usually appointed by

the principal). Elections shall take place before the school year concludes and those elected shall take office on the first day of the next school year.

- 14.5.3 Succession of Members.** Teacher representatives on the council shall serve a two (2) year term and may be elected to succeed themselves on the council. If a teacher member(s) cannot fulfill his/her term, such position shall be filled by election to serve out the term.
- 14.5.4 Additional Participants.** Additional participants on the council shall be the principal; one (1) assistant administrator; secondary faculty advisor to student government (if other than administrator); secondary community school coordinator; and one (1) representative from the classified employees. Any additional participation or representation on the council shall be determined annually by the council as needs arise.
- 14.5.5 Operating Procedures.** The School Improvement Council shall operate with the following procedures:
- 14.5.5.1 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.
 - 14.5.5.2 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.
 - 14.5.5.3 Council Determines Procedures.** The council shall meet monthly and more often if business dictates. The chairman shall be elected by the council. The operating procedures of the council shall be determined through mutual agreement of the teachers and the principal.

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

14.5.5.5 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.

14.5.5.6 Referral (SIC). Items which cannot be resolved by the School Improvement Council may be referred in writing by the chairperson to the Superintendent with a copy to the Association. The Superintendent shall respond to all parties concerned within ten (10) working days of receipt of referral.

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

14.6 School Community Council.

14.6.1 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 shall conform to Utah Code 53A-1a.-108, and their election shall take place prior to the election of SIC members.

In the event that Utah Codes referring to SCCs no longer exist, the guidelines and procedures as outlined in the Written Agreement dated 2001-2002 shall be followed until successor guidelines are negotiated.

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

14.6.3 Operating Procedures. The School Community Council shall operate with the following procedures:

14.6.3.1 Officers. The chair and chair elect shall be a parent and the vice chair shall be a school employee.

14.6.3.2 Open Agenda. 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.

14.6.3.3 SCC Meetings. The council shall meet monthly and more often if business dictates.

14.6.3.4 Minutes Required. Minutes of the council proceedings are to be recorded, distributed to the council members and posted at the school within ten (10) days.

14.6.3.5 Quorum. 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.

14.6.3.6 Ad Hoc Committees. Ad hoc committees may be appointed by each individual council. The findings of such committees shall be reported to the council.

- 14.6.3.7 Referral (SCC).** Items which cannot be resolved by the School Community Council may be referred in writing by the chairperson to the Superintendent with a copy to the Association. The Superintendent shall respond to all parties concerned within ten (10) working days of receipt of referral.
- 14.6.3.8 Additional Procedures.** Additional operating procedures of the council shall be determined through mutual agreement of the SIC and the members of the SCC.
- 14.6.3.9 Rules and Regulations.** The SCC shall establish rules and regulations for its meetings in accordance with Utah law and the Written Agreement.

14.7 Student Services Council.

- 14.7.1 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.
 - 14.7.1.1 Elementary Schools.** The principal, a special education teacher, counselor/social worker, and a regular education teacher shall serve as members.
 - 14.7.1.2 Intermediate Schools.** The principal, assistant principal, counselor/social worker, and a regular education teacher shall serve as members.
 - 14.7.1.3 High Schools.** The principal, assistant principal (discipline), counselor/social worker, and a regular education teacher shall serve as members.

14.7.1.4 Additional Members by Invitation. Special education teachers, alternative education teachers, parent(s), or guardian(s), students, agency workers, minority representatives, and other interested people may be invited to serve as members of the Student Services Council.

14.7.2 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.

14.7.3 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.

14.7.4 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.

14.8 Governance Areas.

14.8.1 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.

14.8.1.1 Teacher Availability. Teachers, as professionals, shall be available as needed by appointment to consult with students, parents or administrators

before the beginning of class work in the morning and after the regular dismissal of students.

14.8.2 Planning Time.

14.8.2.1 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.

14.8.2.2 Secondary Planning Periods. Planning periods for all teachers in the secondary schools shall be no less than one (1) period based on a seven (7) period day. Teachers who accept a teaching assignment during their planning time shall be paid at 1/6th of their annual salary.

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

14.8.3 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 Chair, School Improvement Council Chair, and School Administration for review. Using the Shared Governance

Process, each School Community Council shall submit recommendation(s) to the District Calendar Committee.

- 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 SICs and SCCs 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.

14.8.4 Faculty Meetings. At the beginning of the school year, a regular time shall be established for faculty meetings. Attendance at faculty meetings is expected. Teachers shall notify the principal prior to each meeting if they cannot be in attendance. Any decisions made at faculty meetings under Shared Governance shall be binding. Faculty meetings held at other times shall be scheduled forty eight (48) hours in advance. Whenever possible, an agenda shall be posted twenty four (24) hours in advance.

14.8.5 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.

14.8.6 Additional Meetings. Meetings to implement the provisions of a school's improvement plan may occur. The necessity for such meetings shall be determined by the SIC at their monthly meeting. Attendance at these meetings is expected. Teachers shall notify the principal prior to each meeting if they cannot be in attendance. Any decisions made at these meetings under Shared Governance shall be binding.

- 14.8.7 SIC Meetings.** The SIC shall establish rules and regulations for its meetings in accordance with the Written Agreement.
- 14.8.8 SCC Meetings.** The SCC shall establish rules and regulations for its meetings in accordance with the Written Agreement.
- 14.8.9 Professional Development Days Distribution.** Of the six (6) Professional Development days three (3) are for District wide purposes, one (1) is for building and/or department purposes and two (2) 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.
- 14.8.10 Teacher Work Days.** The two (2) contract teacher work days are for District-wide purposes.
- 14.8.11 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 shall be notified when a teacher plans to be out of the building during this time.
- 14.8.12 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 shall 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 shall 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 shall be available to each individual teacher and shall be in such detail and form as is agreeable to the SIC. Individual school budgets such as:

Advanced Placement & IB	High School Site Based Budgets
Audio Visual Supplies	Intermediate Intramurals
Discretionary Equipment	Library Books
Experienced Based Career Education	Periodicals
Girls Activities High School	School Improvement Budget
High School Activities	Supply & Textbook

14.8.13 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 shall be determined by the SIC following state and District guidelines on an hour for hour basis.

14.8.14 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 (1) regular education teacher to whom the special education student shall be assigned in the preparation of the plan.

14.9 Summer School Program.

14.9.1 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 shall be the determining factor.

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

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

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

14.10 Facilities.

Each school shall have the following facilities and when new schools are constructed, they shall include teacher facilities of the nature noted below.

- 14.10.1 Storage.** Space shall 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.
- 14.10.2 Workroom.** A workroom for teachers shall be provided containing equipment and supplies to aid in the preparation of instructional materials.
- 14.10.3 Faculty/Staff Lounge.** A furnished room shall be provided to be used as a faculty/staff lounge during the school day. Such room shall be in addition to the aforementioned teacher workroom. Other uses for the faculty/staff lounge during the school day shall be approved by the SIC in accordance with parameters determined by the faculty.
- 14.10.4 Telephone.** Telephone service other than the office telephone shall be available to teachers. Business use of this phone shall have priority.
- 14.10.5 Parking.** Parking facilities shall be provided at each school for staff. Parking facility maintenance shall be monitored by the School Improvement Council.
- 14.10.6 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.

14.10.7 Involuntary Relocation.

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

14.10.7.2 Relocation Plan. The District shall meet with school representatives to cooperatively develop a plan to facilitate the relocation. The relocation plan shall address safety provisions for teachers and students.

14.10.7.3 District Assistance. The District's moving crew shall provide assistance as needed in moving heavy equipment and furniture.

14.10.8 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 shall be delivered to each school by August.

14.11 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 shall 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.

14.12 Child Care.

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

14.13 Legislative Programs.

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

Article 15

PROCEDURES FOR PAYMENT PROGRAMS

15.1 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.

15.2 Salary Lane Adjustments.

15.2.1 Summer Credits. Adjustments in salary lanes due to completion of additional training shall be effective the first (1st) day of the teacher's contract year providing the credits are appropriately documented in the Human Resources Department between May 15th and September 15th.

15.2.2 School Year Credits. Adjustments in salary lane requested between September 16th and June 1st shall be effective the first (1st) day of the following month. Such requests must be filed by the fifth (5th) day of the following month in order to be processed for approval.

15.3 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 shall 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.

15.4 Salary Movement.

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

15.5 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 (6) members: three (3) teachers selected by the Association, and three (3) administrators selected by the Superintendent.

15.6 Criteria for Credit.

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

15.6.2 Credit. Credits earned prior to employment shall be approved by the Human Resources Department and shall only be considered at the time of hire. Individual credit earned after employment can be applied toward Lane Change Advancement only once.

15.6.2.1 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.

15.7 Graduate Degrees.

Completion of an advanced degree from an accredited institution shall place the person on the appropriate lane as described in Section 15.2. All credit declared at the time of the degree shall be applied as the degree step and not considered afterwards for additional lane change credit.

15.8 Schedule Footnotes.

- 15.8.1 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 fifteen (15) quarter hours or ten (10) semester hours of study and a project. Master's lane equivalency applications are processed by the Staff Development Department.
- 15.8.2 Ph.D. Lane.** Payment for a Ph.D./Ed.D. shall be awarded upon verification of the degree and a teaching certificate to teachers who have reached the thirteenth (13th) step of the salary schedule.
- 15.8.3 Advanced Degrees.** Degrees must be granted by a four (4) year college or university which has been accredited by the National Council for Teacher Educators or by one (1) of the six (6) regional accrediting associates.
- 15.8.4 Extended Year Salary.** Salaries for employees contracted for more than nine (9) months shall 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)

15.9 Cooperating Teachers.

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

Article 16

SALARY AND SCHEDULE PLACEMENT

16.1 Verification of Salary.

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

16.2 Negotiations.

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

16.3 Summer Pay.

Teachers assigned to summer programs or leadership in curriculum development which extends 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.

16.4 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 bachelor's degree provides a minimum base from which all professional salaries are derived. The District has established a salary schedule structure which attempts to provide professional salaries for professional employees based on the following:

- 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. an incentive for a commitment to the educational program in the District.

16.5 Placement on Salary Schedule.

16.5.1 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.

16.5.2 Experience Formula. Teachers new to the District shall be given credit for previous experience in public schools, accredited private schools, and higher education equal to nine (9) years. In addition, teachers new to the district shall also be allowed up to three (3) years for military experience. The present formula for evaluating teaching experience is as follows:

<u>Years of Experience:</u>	<u>Credit:</u>
a. up to 5 years.....	full credit
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

Verification of such employment shall be required prior to placement on the salary schedule.

16.5.3 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 Salary Schedule Conversion Table.

A conversion between semester and quarter hours is as follows:

1 quarter hour = $\frac{2}{3}$ semester hour
1 semester hour = 1.5 quarter hours

Article 17

EXTRACURRICULAR ACTIVITIES

17.1 Extracurricular Funding.

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.

17.2 Disclosure.

The School Improvement Council shall 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.

17.3 Distribution of Days.

The number of days assigned for the USHAA sponsored activities may not be altered. The School Improvement Council shall determine the number of days for non-USHAA sponsored activities.

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	(Section 17.6)
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 1	10
A. Director (Girls)	13	0	Intramurals	
A. Director (Boys)	13	0	Filming Activities	
			PLT	
			Art Layout	
			Fine Arts	
			Activity Director	
			Student Government	

1 Must be approved by the School Improvement Council

17.4 Pay Schedule.

The UHSAA activities shall be funded at the established number of days. The School Improvement Council shall develop a pay schedule for extracurricular activities related to this article and not to exceed the sponsor's professional per diem (1/182); or shall adopt the pay scale of extracurricular activities with all days calculated on the sponsor's professional per diem (1/182) for each day on the schedule.

17.5 Outside Advisors.

If coaches are hired from outside the District ranks, the pay scale shall be 1/182 of the Bachelors Lane 1 Step 1 on the Teachers Salary Schedule.

17.6 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 18

INSURANCE

18.1 Basic Coverage.

The Board shall continue to make available to all full-time teachers and their dependents the Board insurance program to include group insurance for hospital, surgical, extended medical, dental and life insurance and shall continue during the summer months until the beginning of the next official school year, provided the teacher shall have completed service for the full period of this contract (Section 1.12.) The insurance policy shall be reviewed annually by the Association and the Board and adjusted to current medical and hospital changes.

18.1.1 District Insurance Committee. The District shall maintain an insurance committee with representation on such committee from the Association and bargaining units for other classifications of employees. The insurance committee shall evaluate the District's insurance benefits and develop plans to achieve the best possible efficiency of the District and its employees. These plans shall be recommendations to the District and the Association. The District shall 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 shall change the benefit provider only after discussion and input from the Association.

18.2 Insurance Waiver.

In the event any eligible teacher elects not to accept health and accident insurance, the District shall contribute one hundred fifteen dollars (\$115.00) per month to a Flexible Spending Account (FSA) for full-time teachers or a prorated amount for those working less than full time. To be eligible to participate in this program, the teacher shall submit a 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.

18.3 Cost Containment.

All non-emergency and non-maternity surgical procedures and hospitalizations shall 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 shall only be paid at a reduced co-insurance payment (example: 50% of normal and customary charge). Elective cosmetic surgery is eliminated.

18.4 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.

18.5 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.

18.6 Life.

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

18.7 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 sixty five (65) years of age or to hourly or non-contract teachers.

18.7.1 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 fifteen (15) years of total service to the District. To receive this benefit the teacher shall apply in writing on a form available in Human Resources, which shall be filed no later than ten (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.

18.7.2 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 (6) months or more. The six (6) months do not have to be consecutive, but must be for the same illness. Teachers are qualified for sick leave usage of more than one hundred twenty (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 shall generally not provide more than one hundred twenty (120) days of sick leave for the same illness.

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

Article 19

TAX-SHELTERED DEDUCTIONS

19.1 Establishing Tax-sheltered Deductions.

All teachers may elect to contribute part of their salary to tax-sheltered deduction plans according to the provisions of the Internal Revenue Code, and issued by a company approved by the District. To implement this election, the teacher shall file the deduction authorization form in the payroll office.

19.2 No Tax Advantage Guarantee.

While it is intended that the tax-sheltered deduction plans shall have tax advantages, pursuant to the provisions of the Internal Revenue Code, it is understood and agreed that the Board does not guarantee these plans, contracts, or tax advantages.

19.3 Limited Company Recognition.

The Board may limit the number of contract companies which it shall recognize as agents for the tax-sheltered deduction plans.

Article 20

RETIREMENT

20.1 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.

20.2 Continuation of Insurance.

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

20.3 Payments for Accumulated Leave.

Upon retirement under Utah State School Employees Retirement System provisions, or early retirement as defined in Section 20.4 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 shall be made on the first day of the month following retirement.

20.4 Early Retirement.

Any teacher employed by the Board for at least fifteen (15) years and who has at least thirty (30) years in the Utah State Retirement System may choose to take early retirement.

20.4.1 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 shall contribute the same amount towards retiree

premiums as it does towards premiums for continuing teachers. Following retirement, spouses or dependents may be added to coverage at the full expense of the retiree. 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 (Section 20.2).

20.4.2 Medical Retirement. Two (2) teachers employed by the Board for at least fifteen (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.

20.5 Notification.

An eligible teacher may retire upon giving written notice to the Human Resources Administrator at least thirty (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 1st.

2010-11 Salary Schedule