Salt Lake City Board of Education and Salt Lake Teachers Association (1976)
Salt Lake City Board of Education and Salt Lake Teachers Association (1976)

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Salt Lake City, UT

Effective Date
7-1-1976

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Board of Education of Salt Lake City

Union
Salt Lake Teachers Association

Union Local
Salt Lake City, UT

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A WRITTEN AGREEMENT
BASED ON
SHARED GOVERNANCE
A CONTINUING WRITTEN AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF SALT LAKE CITY

AND

THE SALT LAKE TEACHERS ASSOCIATION

July 1, 1976

Based on Principles of

SHARED GOVERNANCE

Salt Lake City School District
440 East First South
Salt Lake City, UT 84111

Salt Lake Teachers Association
5150 South 900 East
Salt Lake City, UT 84117
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### BASIC RULES

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It is agreed that:

1-1 The term "teacher" shall mean all certificated personnel employed by the district as follows:
Classroom teachers, librarians, special education teachers including LAC, EMR, TMR, speech and hearing teachers, and counselors.
It shall not include the following:
Nurses, psychologists, social workers, coordinators, principals, clerical workers, buildings and grounds workers, substitute teachers, assistant principals, managers, specialists, directors, assistant directors, administrative assistants, superintendent, aides and administrators.

1-2 The term "Board" shall mean the Board of Education of the Salt Lake City School District in the City and County of Salt Lake and State of Utah, or its designee.

1-3 The term "Association" shall mean the Salt Lake Teachers Association.

1-4 The term "district" shall mean the Salt Lake City School District in the City and County of Salt Lake and State of Utah.

1-5 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 his designee.

1-6 The term "school year" shall mean the period of time from the first day of the opening institute in the fall, through the closing of the schools of the district in the spring as established by the official school calendar adopted by the Board of Education in governance with the Association and complying with the minimum requirements of the State Board.
of Education. The school calendar as herein defined shall be used in determining payment policies for teachers.

1-7 The term "year of service" shall mean one semester or more of service during a contract year.

CODE OF ETHICS

2-1 It is agreed that Codes of Ethics exist for the parties and that such Codes are the bases for actions not covered by this agreement.

CONTRACTUAL EFFECT

3-1 Informational Items

It is agreed that:

3-1-1 This agreement will be referenced in each individual teacher's yearly continuing contract and be deemed to be a part thereof.

3-1-2 In case of any direct conflict between the express provisions of this agreement and any Board of Education policy, practice, procedure, custom or writing not incorporated in this agreement, this agreement shall control.

3-1-3 Changes in any section of this agreement (basic rules, policy, administrative items, shared governance) shall be made only through established procedures of negotiation, and not be either unilateral decision by the parties or by informal agreement between administrators and officers or agents of the Association. Dissatisfaction in the administration of the provisions of this agreement will be manifested and processed through the grievance
procedure. During the process of negotiations if an impasse is reached on administrative items, the items in dispute will be brought directly to the Board of Education.

3-2 Duration

The provisions of this agreement will be effective upon ratification and will continue and remain in full force and effect. Any provision of this agreement may be renegotiated at any time upon the request of either the Board or 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 not later than February 1 of each year.

3-3 Binding Effect

This agreement shall be binding upon both parties.
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Article 1
RECOGNITION

1-1 It is agreed that all teachers constitute what the parties here to believe to be an appropriate unit for purposes of negotiating terms and conditions of employment as contemplated by Section 34-1-9, Utah Code Annotated, 1953. The Board agrees to recognize the 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. Nothing herein shall be so construed as to deprive any individual of his rights under Chapter 16, Title 34, Utah Code Annotated, 1953 (Utah Right to Work Law).

1-2 Such recognition, once effective as to the unit described above, shall be effective during each year of the term of this continuing contract, or any renewal thereof. If within 90 days prior to December 31 of any year good cause exists to believe that a majority of the members of the unit have not designated or selected the Association as their representative, the Board may request and shall be furnished by the Association with satisfactory evidence of such designation or selection by such majority, failing which the Association shall not be recognized as the representative.

Article 2
NEGOTIATIONS

2-1 After approval and implementation of this agreement and upon request by the Association to the Board or by the Board to the Association, the Board and Association will negotiate annually concerning salaries,
other budgetary items, fringe benefits, hours and conditions of employment, and any change that is deemed necessary in this agreement.

2-2 If the negotiations reach an impasse, the issue in dispute shall be settled in any manner agreeable to both parties.

Article 3

GRIEVANCE PROCEDURE

3-1 Definitions

3-1-1 A "grievance" is a claim based upon an event or condition which affects the conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this agreement. It is expressly understood that a claim based upon an event or condition which does not affect conditions of employment of a member of the unit described in Article 1 above shall not constitute a grievance.

3-1-2 An "aggrieved person" is the person or persons making the claim.

3-1-3 A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

3-2 Purpose

3-2-1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. 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 grievances.
3-2-2 Any teacher shall have the right to have the Association present and to state its views at any level in the grievance procedure.

3-3 Procedure

3-3-1 Level One. The aggrieved person shall first discuss the grievance with the principal or immediate supervisor, either personally or accompanied by or represented by the Association, with the objective of resolving the matter.

3-3-2 Level Two

3-3-2-1 Within ten days after receipt of grievance, the Professional Rights and Responsibilities Committee shall review it with the teacher and the principal or administrators involved.

3-3-2-2 If settlement is not reached following review, the chairman of the PR&R Committee shall refer it to the Superintendent who shall represent the administration at this level of the grievance procedure. Within 15 days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person to resolve it and shall render a decision within five days of the meeting.

3-3-3 Level Three

3-3-3-1 If the aggrieved person is not satisfied with the disposition of his grievance or if no decision has been rendered at Level Two, the Association and the Administration shall each designate an arbitrator of their choice. The two arbitrators shall then select a third arbitrator. The
arbitrators so selected shall confer with the Superintendent and the Association and hold hearings promptly and shall issue their decisions not later than 20 calendar days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statement and proofs are submitted to them. Their decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrators shall be presented to the Association and to the Board of Education at their next regular meeting. If the item is an administrative matter, it shall be handled by the parties in a manner which is mutually acceptable.

3-3-3-2 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.

3-4 Rights of Teachers and Representation

3-4-1 No reprisals of any kind shall be taken by either party or by any member of the Administration or the Association against any party in interest, any school representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

3-4-2 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 Association Faculty Representative shall be such representative at Level One unless the teacher desires to choose another person.

3-5 Miscellaneous

3-5-1 If, in the judgment of the appropriate Association representative a grievance affecting a group or class of teachers is not resolvable at Level One, representatives of the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance may be commenced at Level Two.

3-5-2 Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3-5-3 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3-5-4 To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Superintendent and the Association.

3-5-5 The Board agrees to make available to the aggrieved person and his representative all pertinent information not privileged under law in its possession or control and which is relevant to
the issues raised by the grievance.

3-5-6 When it is necessary at Level Two or Level Three 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.

3-5-7 The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his 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 presently has.

Article 4

LEAVE OF ABSENCE

4-1 It is the policy of the Board of Education to provide leaves of absence for the employees of the district. Such leaves shall be regulated by laws of the State of Utah and shall be implemented through procedures developed by the Superintendent of Schools and the Association. Such procedures shall be presented to the Board of Education for information purposes.
Article 5

SALARY AND OTHER ECONOMIC BENEFITS

5-1  Basic Salary

5-1-1 All teachers covered by this agreement shall receive a copy of the current teacher's salary schedule in conjunction with their continuing contract letter.

5-1-2 Salary negotiations will be conducted according to Articles 2, "Policy Statements," and 5, "Administrative Procedures of this Agreement."

5-1-3 Teachers assigned to summer programs or leadership in curriculum development which extend beyond the regular contract year shall receive additional compensation at their regular rates of pay for each day based upon the number of contract days in the school calendar.

5-1-4 A differentiated salary schedule which reflects the philosophy of the community, Board and Association has been adopted by the Board. Advancement on the salary schedule is based on training and experience. Increments to an established maximum implies growth in efficiency through a program which combines continued preparation and experience. The district has established a salary schedule structure which attempts to provide professional salaries for professional employees. The bachelor's degree provides a minimum base from which all professional salaries are derived. The salary structure provides:

a. A salary to attract career-minded teachers

b. Increments for successful teaching experience
c. Increments for increased training at significant levels of attainment such as bachelor's degree plus 30 and 60 quarter hours, master's degree, master's degree plus 45 quarter hours, or educational specialist degree, and doctor's degree

d. Increased training indicated by the various lanes resulting in an increase in the number of experience increments allowed to reach to the maximum.

e. The base salary doubling at some point of training and experience

f. A salary pattern referred to as the pyramid

g. An incentive for a commitment to the educational program in the school district.

5-1-5 Placement on Salary Schedule

5-1-5-1 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.

5-1-5-2 Teachers new to the district may be given credit for previous experience equal to nine years and in addition may be allowed up to three years for military experience. The present formula for evaluating teaching experience is as follows:

5-1-5-2-a Up to 5 years.......full credit
6 years..............5 years allowed
9 or 10 years . . . . 7 years allowed
11 or 12 years . . . . 8 years allowed
13 or more years . . . 9 years allowed

5-1-5-2-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

5-1-6 Extra-Curricular Activities
Each high school shall be furnished the sum of $12,000 to be used for the payment of teaching personnel directing the extra-curricular activities. The amounts assigned for each activity shall be determined by the School Improvement Council.

5-2 Insurance Benefits
The Board shall continue to make available to teachers and their dependents group insurance for hospital, surgical and extended medical benefits and life insurance during the summer vacation period and until the beginning of the next official school year, provided the teacher shall have completed service for the full period of this contract. The insurance policy shall be reviewed annually by the Association and the Board and adjusted to current medical and hospital charges.

5-3 Annuities
5-3-1 In addition to the foregoing salary provisions, all teachers who elect to obtain an annuity contract issued by an approved company and file such written election in the office of the Clerk-Treasurer on or before August 10 and January 10 of each year, and conditioned upon the teacher remaining in the
employment of the Board for the term of his employment, shall be entitled to a nonforfeitable annuity contract from a company of his election with premiums paid by the Board in amounts elected. The Board shall charge the teacher and deduct from the current school year's final salary payment to the teacher the annuity premium paid for any month or months for which the teacher has drawn and been paid unearned sick leave.

5-3-2 It is understood and agreed between the Board and the teacher that the annuity premium payments by the Board, hereinabove provided for, are not in substitution or in lieu of additional salary for which the Board is in any way obligated to the teacher and the teacher at no time during the contract period has the right to additional salary in excess of the amount provided for in his contract in the event the annuity contract is canceled at the request of or as a result of any action taken by the teacher.

5-3-3 While it is intended that the annuity premium payments to be made by the Board will be tax exempt to the teacher, pursuant to the provisions of Section 403B, Internal Revenue Code, it is understood and agreed that the Board does not guarantee the nontaxability to the teacher of such premium payments from tax withholding under the Federal Insurance Contribution Act. It is further understood and agreed that the Board does not in any way guarantee the annuity contract.

5-3-4 Continuation of teacher annuity premium payments by the Board throughout subsequent contract school years shall be determined
by the Board of Education and the Association

5-3-5 In the event the teacher is released during the school year, the Board's obligation hereunder to pay annuity premium payments will terminate, effective as of the date of employment release and the annuity contract purchased on behalf of such teacher will be surrendered by the Board to such teacher.

5-3-6 The Board may limit the number of annuity contract companies which it will recognize as agents for the annuity program.

5-4 Retirement Policy

Employees doing satisfactory work will be continued in service on the basis of continuing contracts until they reach the age of 65 years subject to the following qualifications:

5-4-1 Employees who reach 65 on June 30 or before are expected to retire as of July 1.

5-4-2 Employees who reach age 65 after July 1 will be continued in employment until the following June unless retirement is requested earlier.

5-4-3 The Board may, at its discretion, continue the employment of a person who has reached or passed age 65. Notice of such continuance of employment should be given to the employee by April 1.

5-4-4 All employees on continuing tenure shall receive the full benefits of the Board insurance program leave benefits, vacation provisions, etc.

5-4-5 Retired persons who may be re-employed shall be entitled to the same benefits as regular employees except for the insurance
program where the Board will supply only supplemental coverage as is now provided under the present program.

5-4-6 The Superintendent and the Association will counsel with those approaching retirement. Such individuals will be advised of their Utah State and Social Security retirement benefits, possible retirement employment available, community resources for the retired, and other matters of concern to those retiring.

5-4-7 Upon retirement under Utah State School Employees Retirement System provisions, an employee shall be paid an amount of money equal to 15 percent of the value of his accumulated sick leave based on his annual salary at the time of retirement.

5-4-8 Retirees upon reaching the age 65 shall have the right to continue their coverage for health and major medical under the conditions of the existing policy providing they pay the premium cost and make proper arrangements with the insurance office.

5-4-9 Teachers may retire early at ages 60 through 64. A written request to retire shall be made to the Superintendent on or before March 15.

5-4-10 Retirees at age 60 through 64 shall receive 15 percent of their accumulated sick leave. In addition the Board shall maintain their same benefits for health, major medical and life insurance until age 65.

5-4-11 Retirees that have been approved for early retirement shall be paid the stipend listed for the appropriate age each year of their early retirement. This schedule is as follows:
5-4-12 The above payment stipends to early retirees cannot exceed the annual amount due under any age.

5-4-13 Any teacher regardless of age who qualifies and requests early retirement under the State Retirement 30-year plan would receive all the benefits given to retirees age 60 through 64 in the first five years following their retirement. In addition these teachers would have the right to continue to pay premiums at group rates on health, major medical and life insurance during any additional years until age 65 and all benefits after age 65.

5-4-14 Retirees may arrange payment of these benefits at the most advantageous time for their Social Security and personal income tax considerations according to a schedule to be implemented by the Clerk-Treasurer of the Board.

Article 6

TEACHER PROTECTION AND STUDENT DISCIPLINE

6-1 The Board will support reasonable and professional disciplinary practices which protect the legal rights and the safety of teachers and students. Procedures for discipline in the schools will be developed by the Administration and the Association.
Article 7
REDUCTION OF STAFF

7-1 It is the policy of the Salt Lake City School District to reduce staff in proportion to its loss of students and in consideration of its revenue. The Superintendent of Schools is required each year to propose plans for appropriate reductions. Such plans are to be approved by the Board of Education before implementation. As far as possible, reduction of staff shall be achieved by attrition.

Article 8
SHARED GOVERNANCE

8-1 It is the policy of the Salt Lake City School District that only major policy statements and economic agreements be brought to the Board of Education. Other agreements shall be administrative items, to be administered by the Superintendent of Schools. It is also the policy of the district that the Superintendent administer the schools in cooperation with the employees and the patrons of the district. The Board of Education supports the concept of shared governance.

8-2 Our agreements through shared governance shall not be interpreted or applied to deprive teachers of professional advantage heretofore enjoyed unless expressly stated.

Article 9
EVALUATION

9-1 Each teacher of the district shall be evaluated each year according to
an evaluation and remediation plan developed by the Superintendent and the Association. It is the position of both parties that persons not suited to the educational setting should not be employed by the school district.

9-2 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.
Article 10

EMPLOYMENT STATUS

10-1 General contract duties of any teacher of the general contract responsibilities of any teaching position in the district will not be substantially altered or increased without prior consultation with the Association.

10-2 Teacher Files

10-2-1 All materials placed in a teacher's permanent central office file, subsequent to initial employment materials, shall be available to the teacher for inspection upon request.

10-2-2 Material originating within the district which is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with content of the material.

10-2-3 The teacher shall have the right to answer any material filed, and his answer shall be reviewed by the Superintendent and attached to the file copy.

10-3 Voluntary Transfers and Assignments

10-3-1 Administrative vacancies will be announced in the district newsletter.

10-3-2 Teachers who desire a change in grade and/or subject assignment shall file a reassignment form with the Administrator for Personnel Services. Such forms shall provide for a request for
grade and/or subject to which the teacher desires to be
assigned and the school or schools to which the teacher
desires to be transferred, in order of preference.

10-3-3 Assignments of new teachers in the school system shall not be
made until all pending requests for reassignment or transfer
have been acted upon.

10-3-4 The Superintendent shall make available to the Association
requested information pertaining to individual reassignment
and/or transfer.

10-3-5 Transfer requests which have not been acted upon by September
30 of a new school year shall be considered to be invalid.
Teachers whose requests have not been acted upon and who shall
desire transfer consideration shall file a new reassignment
form with the Administrator for Personnel Services.

10-3-6 In the determination of requests for voluntary reassignment
and/or transfer, the convenience and wishes of the individual
teacher will be honored to the extent that they do not conflict
with the instructional requirements and best interests of the
school system. If more than one teacher 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.

10-4 Involuntary Transfers and Assignments

The Board and the Association recognize that some involuntary transfer
of teachers from one school to another or reassignment within a school
is unavoidable. Therefore, teachers shall be available for transfer
and changes in placement or assignment, as necessary. Therefore, they agree as follows:

10-4-1 When involuntary transfer or reassignment is necessary, volunteers from among those affected may be transferred or reassigned first.

10-4-2 An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Administrator for Personnel Services or the principals involved, at which time the teacher will be notified of the reasons thereof. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Association will meet with the Board's representative to resolve the matter.

10-4-3 Teachers who are 60 years of age or older will not be transferred except under unusual circumstances or by their request.

10-4-4 When involuntary transfers become necessary because teachers are unassigned as a result of decreased enrollment or reorganization of the schools within the district or recognized need within a building such transfers shall be made on the following bases: date of service in the district; educational qualifications as evidenced by placement on the salary schedule; educational preparation and/or experience suitable to the requirements of a specific position. 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.

10-4-5 The Administrator for Personnel Services shall make available
to the Association requested information pertaining to individual reassignments and/or transfers.

10-4-6 Teachers and administrators will be consulted before a decision is made.

10-4-7 Transfers will not be automatic but based on needs.

10-4-8 The procedure for 1976-77 shall be as follows:

10-4-9 When involuntary transfers and placements are necessary because teachers are unassigned as a result of decreased enrollment or school closure, the following placement procedures shall be followed:

I. A committee chaired by the Administrator of Personnel Services and composed of two additional administrators and three teachers selected by the Association shall meet as needed to place unassigned teachers on the following basis:

a. Each unassigned teacher will complete a reassignment form developed by the Administration and the Association.

b. The priority of assignments shall be:

1. Sabbatical as agreed at time sabbatical is granted

2. Unassigned (involuntary transfers)
   (a) Teachers from closing schools
   (b) Teachers declared "unassigned through reorganization at individual schools

3. Requested transfers (teachers who have filed written requests for reassignment)

4. Returns from leave (teachers who are returning from
a leave when reassignment was assured, such as:

(a) Military leave

(b) Leave for further study, etc.

(c) Returns from maternity leave (beyond 60 days)

(teachers who are returning to district service following maternity leave, assured positions if there are openings for which they qualify)

5. Newly employed (teachers who were contracted in anticipation of opening for the new school year).

10-5 Employment Period of Contract Teachers

10-5-1 Contract teachers are hereby provided a method whereby they may consider themselves reemployed for each succeeding year unless notified of a contrary intent upon the part of the Board in the manner hereinafter provided.

10-5-2 Contract teachers' employment shall extend for a period of one school year.

10-5-3 Contract teachers shall have successive options to renew contracts for the succeeding school year. This option shall become irrevocable on and after April 1 of the applicable year, but may be revoked prior to that date by the Board in the manner herein provided for terminations. Teachers shall exercise this option to renew their contracts of employment in the manner and time herein provided.

10-6 Renewal of Contract

10-6-1 All contract teachers who have not received notice of termination pursuant to provisions of Article 7, Administrative
Procedures, by 60 days prior to the last day of school shall be entitled to continuing employment for the ensuing year.

10-6-2 Following the conclusion of negotiations between the Board and the Association as an agent of the teachers, the Superintendent shall deliver or mail to each teacher a contract which shall notify the teacher of his proposed salary for the ensuing year based upon the salary schedule negotiated, pursuant to sections dealing with negotiations. The notice may contain such other factors relating to his employment for said year as the Superintendent may desire, but need not restate the terms and conditions applicable to his contract which are set forth in this agreement.

10-6-3 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 Administrator for Personnel Services of his desire to terminate his employment.

10-6-4 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.
Article 11
USE OF SCHOOL FACILITIES

11-1 The Association will be able to use school buildings for meetings, 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.

11-2 The Association will be able to place notices, circulars and other material on designated school bulletin boards and in teachers' mail boxes. Authorized representatives of the Association will assume responsibility for the posting or distributing of material for the Association. When appropriate, such materials shall be signed.
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Article 1

ACCOUNTABILITY PROCEDURES

1-1 Each year every certificated person shall complete the district's Accountability Plan and shall support the goals and objectives as established by the Board of Education, the school unit, and by the individual teacher-administrator conference.

1-2 Each plan shall make provisions for periodic conferences, for remediation if needed, for data to validate achievement of objectives and for final evaluation.

1-3 The Association shall support the district's efforts to upgrade the quality of service provided to the district by all certificated staff members.

1-4 Modification or revision of the district's Accountability Plan shall be made cooperatively by the Superintendent and the Association.

Article 2

NEGOTIATING PROCEDURES

2-1 Initiating Negotiations

2-1-1 Written requests for annual negotiations between the Board and the Association may be submitted at any time by either party. Such requests will name the items to be considered.

2-1-2 A written response will be made within ten days of the receipt of any such written request when such requests are made after January 15.

2-1-3 Negotiations will be conducted at times and places mutually
agreeable to the persons named by each party provided, however, that the first meeting shall be on or before February 1.

2-2 Conducting Negotiations

2-2-1 The Board and the Association agree to negotiate in good faith.

2-2-2 The Association and Superintendent shall together review preliminary budgetary information affecting revenue and expenditures as soon as they are available for an ensuing year. Further, they shall work together to develop a preliminary budget proposal for presentation to the Board.

2-2-3 During negotiations, upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.

2-2-4 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.

2-2-5 If negotiations are scheduled during the school day, the participants shall be released from their regular duties without loss of pay. Qualified substitute teachers will be provided as needed.

2-2-6 At the first negotiating meeting the team will exchange the specific written proposal or proposals to be negotiated. After the first meeting, new proposals may be introduced only by mutual consent.

2-2-7 During negotiations the Board team and the Association team will present relevant data, exchange points of view and discuss proposals and make counter proposals.
2-2-8 All materials to be distributed anywhere shall be identified by source and be signed. Such material shall not constitute a personal or unfair attack on any individual and shall comply with fair practices. Both parties will exert effort to enforce this provision and will publicly disclaim support of any material which is produced in violation of this provision.

2-2-9 At the first negotiating session, procedural agreements concerning time and place of meetings and relations with the press and other public media shall be established.

2-3 Joint Study Committee

2-3-1 The negotiators for the Board and the Association are empowered to create joint study committees.

2-3-2 Consultants may be used if deemed necessary by either party.

2-3-3 If meetings of joint study committees are scheduled during the regular school day, members of such committees shall be released from their regular duties without loss of pay.

2-3-4 Recommendations and reports of joint study committees are advisory in nature.

2-3-5 Upon completion of its study and submittal 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.

2-3-6 The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study on any subject.

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Adopting Agreements

Any agreements reached through the aforementioned procedure shall be reduced to writing and shall be submitted to the Association and the Board for their approval.

Article 3

GRIEVANCE PROCEDURES

3-1 All information concerning the grievance procedure is contained in Article 3 of the Policy Section.

Article 4

LEAVE PROVISIONS AND PROCEDURES

4-1 Procedures for Leaves

Applications for leave shall be implemented and processed by the Administrator for Personnel Services. In all cases teachers will notify the office of the Administrator of Personnel Services of their intention to take leave. Statements requesting personal leave shall be available in the various schools for signature. Applications for leaves longer than one or two days must be made in the office of the Administrator of Personnel Services. In cases where application for leave is made only in Personnel Services, that office will notify the principal concerned as early as possible. A teacher who knows he will be making application for leave shall notify the principal as early as possible so that necessary adjustments can be made.

4-2 Sick Leave

4-2-1 All teachers employed by the Board shall be entitled to the
sick leave benefits hereinafter stated for personal illness or serious illness in the immediate family: (a) husband, wife; (b) daughter, son, who are residing in the home; (c) father, mother, who are residing in the home; (d) any other person residing in the teacher's household who may have assumed the roles indicated in (b) and (c).

4-2-2 The annual sick leave allowance for nine-month employees shall be ten days at full pay with a maximum cumulative allowance of 180 days. Medical verification may be required, providing the teacher's work day is one-half day or longer.

4-2-3 One additional day of annual sick leave will be added for each additional month served beyond the regular school year of nine months, including teachers participating four weeks or more of summer employment with a maximum cumulative allowance of 180 days.

4-2-4 Sick leave may be extended beyond the limitations noted above in special instances. These special instances will require case studies to be considered by the individuals, the Association, and the personnel department.

4-2-4-1 A teacher facing a long recovery from serious illness or accident shall upon written application be granted a leave of absence for the recovery period.

4-2-4-2 The conditions for the return to work of a teacher who takes such extended convalescent leave shall be the same as those who take maternity leave, as set forth in Section 7 of this Article.
4-2-4-3 Any teacher who is unable to perform his duties as a result of personal injuries incurred in the scope and course of his employment, shall receive the full amount of his salary for the duration of the contract year. When Workman's Compensation or disability insurance becomes effective, the Board shall supplement the amount of the compensation to equal the full salary. At the end of the contract year, the case shall be reviewed by the teacher, the Board and the Association.

4-2-5 Sick Leave Bank

A Sick Leave Bank will be established for teachers to draw upon for serious illness, accidents, hospitalization and disability beyond their own accumulated sick leave.

4-2-5-1 Teachers may become participating members of the Sick Leave Bank by donating one-half day of their sick day allowance each year. Teachers presently employed may join the Bank only in the school year 1974-75. Teachers employed after that date may join only in the first year of their employment. Joining the Bank will authorize continuing membership.

4-2-5-2 Teachers may draw upon the Bank to the extent of 120 days.

4-2-5-3 After a teacher has used all of his own accumulated sick leave there will be for each occurrence five days without sick leave benefits before he starts to draw on the Sick Leave Bank.
4-2-5-4 This Bank shall be administered by the personnel department in cooperation with the Association.

4-2-5-5 The Sick Leave Bank is not intended as protection for long-term catastrophic illness or hospitalization and cannot be substitution for insurance programs which cover such periods of long term disability.

4-2-5-6 For new teachers employed by the Board, allowance for sick leave shall not be operative until the individual has reported for duty.

4-2-5-7 The sick leave allowance during the year of service for teachers whose employment is subsequent to the beginning of the school year and for those who terminate their services prior to the expiration of such year shall be prorated according to the ratio that the number of days of possible service bears to the total number of days of service during that contract year for a teacher of the particular classification with which the teacher is identified.

4-3 Personal Leave

4-3-1 One day's leave will be granted to each teacher during the annual term of the contract without loss of pay for reasons of compelling personal business which cannot be conducted outside of teaching hours or for reasons of urgent personal or family emergency. A teacher taking personal leave will sign a statement on forms available in each school and in the personnel department indicating that he/she is taking personal leave.
for reasons indicated above.

4-3-2 One additional day will be granted during the annual term of the contract with substitute cost to be deducted from the teacher's salary.

4-3-3 Leave shall be granted by the Administrator for Personnel Services upon the request of the teacher, who shall sign the statement requesting personal leave.

4-3-4 After the two days of personal leave provided for during the annual term of the contract have been used a teacher may, upon application to the Administrator for Personnel Services and signing of the statement requesting leave, use days of his accumulated sick leave for additional days of personal leave.

4-3-5 Each year unused personal leave will be added to the accumulated sick leave.

4-4 Bereavement Leave

4-4-1 Any teacher under contract with the Board shall be entitled to a non-deductible leave of absence from service as necessary in the event of a death in his or her immediate family.

4-4-1-1 Up to five days' leave in event of a death in the teacher's immediate family. Immediate family shall mean: (1) husband or wife, (2) father, mother, brother, sister, son, daughter or persons who have assumed these roles, (3) or other persons for whom the teacher has assumed responsibility.

4-4-1-2 One day for funeral plus not more than two days' travel time, if necessary, for brother-in-law, sister-in-law,
daughter-in-law, son-in-law, mother-in-law, father-in-law, grandchildren, and grandparents.

4-5  Temporary Leave

4-5-1  Teachers shall be granted the following non-deductible temporary leaves of absence with pay during each school year:

4-5-1-1  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).

4-5-1-2  The time necessary to attend educational meetings when permission is granted by the Superintendent.

4-5-2  Application for leaves of absence under this Article are to be submitted in advance to the Administrator for Personnel Services who shall notify the principal and applicant when the leave is granted.

4-6  Compulsory Military Service

4-6-1  Teachers who leave for service in the armed forces shall be granted a military leave of absence. Such leave of absence shall be for three months following honorable discharge from the service. Requests for reinstatement in the employ of the Board may not be granted if made more than three months after the discharge from the armed forces.

4-6-2  Teachers on military leave will receive upon reemployment by the Board the same salary which they would have received had they continued in the service of the Board, i.e., they shall
have the benefit of salary increments granted the regular teachers in their absence and shall be subject to reductions, if any imposed upon the teachers.

4-6-3 Teachers who enter the services of the American Red Cross in time of national emergency on full-time basis will be entitled to military leave with all the privileges granted those who enter the armed forces.

4-6-4 Military leaves of absence will be granted only on the basis of the official orders or letters of appointment which must be filed in the personnel department.

4-7 Maternity Leave

4-7-1 Maternity leave of absence up to one calendar year shall be granted upon request to a teacher who is pregnant or who adopts a child.

4-7-1-1 The leave for a natural mother may begin at any time between the commencement of pregnancy and the birth of a child if birth occurs during the school term. If the birth occurs during the summer months, the leave may begin with the beginning of the school term.

4-7-1-2 Leave for an adoptive mother may begin from the date of de facto custody of the child or at the beginning of the school term if de facto custody is obtained during the summer months.

4-7-1-3 The teacher shall notify the Superintendent in writing of her desire to take such leave at least 30 days prior to the date on which her leave is to begin except in
the case of emergency.

4-7-1-4 A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires; however, her eligibility to remain at work prior to delivery or to return to work following delivery may be determined by her physical ability to perform her teaching assignment. The Board in its discretion may require written verification from her physician as to the physical condition, ability and advisability of the teacher performing such duties.

4-7-1-5 A teacher taking maternity leave will be paid only for days of disability, not to exceed the number of sick leave days accrued by the employee and not to exceed 20 working days. The request for sick leave compensation must be presented in writing to the personnel department for approval by the district's physician. (This section to be implemented following a court ruling directing school districts to treat pregnancy as sick leave; the law in this area is now in doubt.)

4-7-1-6 The teacher shall give the Superintendent written notice of her desire to return to employment at least 30 days prior to the return date except that the teacher and the Superintendent may mutually agree upon a lesser notification period.

4-7-1-7 A teacher who is granted maternity leave of absence
shall, upon her return to work, be reactivated to a position for which she is qualified in terms of major or minor field of study or in terms of state certification, if such position is available. If such position is not available at the time the request is made, the teacher will be assigned the first opening for which she is qualified. In the event that more than one teacher returning from maternity leave is qualified for a given position, the teacher who makes the first written application to return will be assigned that position.

4-7-1-8 If, at the time of taking leave, the teacher specifies a time of return to employment within 60 calendar days, she shall be entitled to return to the position from which she takes leave upon expiration of said leave.

4-7-1-9 A teacher returning from maternity leave shall be placed on the step and lane of the salary schedule she was on prior to taking leave unless she had completed more than one-half of the school year. In this case, she shall be placed on the next step and appropriate lane of the salary schedule unless she returns during the same contract year. Upon her return, all unused accumulated sick leave and any other benefits which had accumulated to her credit shall be restored.

4-8 Sabbatical Leave

4-8-1 Sabbatical leave for teachers is provided under the following regulations:
4-8-1-1 Applicants must have completed a minimum of six consecutive years of teaching experience in the Salt Lake City School District before being eligible for a sabbatical leave.

4-8-1-2 Sabbatical leave will be considered only for reasons of professional growth such as additional academic or experience training that will be of value to the district's program.

4-8-1-3 Applications made upon forms to be furnished by the Board shall be filed with Personnel Services during the month of January preceding the school year of anticipated sabbatical leave.

4-8-1-4 If the number of qualified applicants exceeds the yearly quota for sabbatical leaves, the Administration and the Association will recommend a priority ranking of such applicants. Value to the district being equal, preference will be given to those teachers with the longest period of uninterrupted service to the district and those who have not had prior sabbatical leave. Applicants will be notified of their priority ranking by March 15.

4-8-1-5 No person is to be given such leave of absence more often than once in seven years.

4-8-1-6 A maximum of ten Salt Lake Teacher Association members will have sabbatical leave in any one year.

4-8-1-7 Sabbatical recipients will be paid one-half of their
salary with equal monthly payments over a period of two semesters.

4-8-1-8 A teacher who accepts a sabbatical leave of absence is assured reemployment, and upon return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.

4-8-1-9 Terms of the sabbatical shall be determined by an agreement between the district and individual teachers.

4-8-1-10 All teachers on sabbatical leave shall be entitled to all insurance benefits provided by the Board at the expense of the Board.

4-8-1-11 In addition to the above provisions, a teacher may be granted sabbatical leave without pay and may purchase his own health and major medical insurance under the Board's policy.

4-8-1-12 Teachers who have the approval of the Superintendent for their sabbatical leave shall be returned to their same position at the conclusion of their sabbatical leave.

4-9 Attendance at Conventions

4-9-1 Leaves of absence, with or without pay, may be granted for the purpose of attending conventions, workshops or committee meetings.

4-9-2 The following policy has been outlined for determining teacher attendance at conventions:

4-9-2-1 Program is to be coordinated by the Superintendent.

4-9-2-2 Travel will be by car whenever feasible, four passengers
to the car, with driver reimbursed at 12 cents per mile.

4-9-2-3 Per diem allowance will be $37.

4-9-2-4 Specialists, principals and the Association may nominate candidates for subject-matter conventions.

4-9-2-5 Teachers may nominate themselves.

4-9-2-6 The Board will continue to grant permission to the Association to send representatives to organizational conventions.

4-9-2-7 If it is deemed advisable, permission may be granted to teachers to attend conventions at their own expense after the budget has been encumbered.

Article 5

PROCEDURES FOR PAYMENT PROGRAMS

5-1 Adjustments in salary lanes due to completion of additional training will be made effective the first working day of the school year, providing the credits are appropriately documented in the personnel department by September 30 of that school year.

Teachers whose credits for salary lane change are appropriately documented in Personnel Services after September 30 and before the beginning of the second semester, will receive earned increases effective the first day of the second semester.

5-1-1 A teacher desiring to qualify for a lane change must submit to Personnel Services (a) a listing of the credits justifying the lane change on forms provided by Personnel Services, and (b) official transcripts of credits or other evidence of
completion of the credits, acceptable to the District Certification Review Committee.

5-1-2 In changing salary lanes, the employee will be moved horizontally across the salary schedule to the lane for which he qualifies and then will be moved to the next higher salary step unless the step had been awarded at the beginning of the current school year.

5-2 The District Certification Review Committee shall be composed of six members: three administrators and three teachers selected by the Association. This committee shall develop criteria for credit to be accepted for lane change.

5-2-1 Criteria for additional credit allowance for 1967-77 shall be as follows:

5-2-1-1 Recognizing that professional growth is a continuing responsibility of the professional throughout his career, the district has established intermediate salary lanes between degrees for those teachers who complete advanced study.

5-2-1-2 Classes based on the following criteria will be granted acceptance of credit for salary lane change:
   a. Courses in the area of teaching major or minor
   b. Courses in the area of present teaching assignment
   c. Courses that meet the district goals
   d. Courses that meet the needs of the district.

5-2-1-3 In-service training courses conducted by the district shall receive credit upon approval of the District
Certification Review Committee.

5-2-1-4 In general classes of the following nature will not be granted lane change credit; however, the DCRC under certain circumstances as determined by them may allow lane change credit:

a. Courses of a broad general nature such as lecture series, forum assemblies, and survey courses

b. Work projects such as curriculum development committees, textbook selection committees, and curriculum guide committees or other projects designed primarily as service projects.

5-3 All graduate degree credits which meet the above criteria will be accepted for lane change. Completion of the advanced degree from an accredited institution shall place the person on the appropriate lane.

5-4 University credit either undergraduate or graduate must be approved for compliance with established criteria by the District Certification Review Committee and must be earned subsequent to completion of the degree and qualification for certification.

5-5 All credit must be verified by official transcripts or other evidence of the completion of the credits, acceptable to the District Certification Review Committee.

5-6 To ensure that planned training is appropriate for salary lane change credit an individual may request approval prior to the starting date of the training.

5-7 These guidelines for granting lane change credit become effective January 1, 1977, and apply to all credits earned subsequently.
Article 6

TEACHER PROTECTION AND STUDENT DISCIPLINE

6-1 Teacher Protection from Assaults

6-1-1 Any teacher party to any assault in connection with his employment shall immediately make a written report of the circumstances thereof to his principal and shall make supplemental written reports attaching copies of any summons, complaint, process, information, indictment, notice or demand served upon him in connection with such assault within five days after he has been served therewith, and reporting the final disposition of any such proceeding.

6-1-2 Such reports will be forwarded to the Board through the Superintendent's Office and, in the event civil or criminal proceedings are brought against the teacher, the Board will comply with any reasonable request by the teacher for information in the Board's possession not privileged by law or policy of the district and relevant to the incident reported.

6-1-3 If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher, after making the reports described in Sections 6-1-1 above, may request the Board's cooperation in the preparation of his defense. Upon receipt of such request, the Board will instruct its attorney to consult with the teacher's legal counsel and cooperate with him in the preparation of the teacher's defense, insofar as the interest of the teacher's employment status and the district are not
conflicting.

6-1-4 Nothing in the Article shall prejudice any action that the Board might otherwise take regarding the teacher's employment status.

6-1-5 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 to 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.

6-2 Each employee is responsible to assist in the discipline, control and direction of students on school property and in school related activities. It is recognized that primarily the teachers has responsibility and control in his own classroom but it is also recognized that the control of large numbers of students within the confines of a large school area must be shared responsibility.

6-3 The Board will support reasonable and professional disciplinary practices which protect the legal rights and the safety of teachers and students. Procedures for discipline in the schools will be developed by the Administration and the Association.

Article 7

TERMINATION PROCEDURES

7-1 Termination for Reduction of Staff
Each teacher in the district shall be assigned an employment number which will indicate total length of service in the district.

Overstaffed positions shall be identified by subject and by grade for the entire district. Teachers shall be listed by date of service in the district, by subject areas and by grade. Necessary termination will be made in reverse order by date of service. In cases where more than one person's date of service is the same, educational qualifications by salary lane placement are the same for two or more teachers, termination shall be decided by a drawing by lot in the presence of two persons representing administration, two persons representing the Association and two disinterested persons.

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

Teachers who have not received notice of termination by at least 60 days before the end of the school year shall be guaranteed continued employment for the ensuing school year.

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 for a given position.

Each teacher performance will be considered satisfactory unless there has been an evaluation by established procedures to the contrary.

The district will not replace teachers by employing aides.
When aides are used for fractional positions the Association will be consulted.

7-1-8 Any change from current practice of staffing on mid-year enrollment projections shall be made through the governance procedure. After contracts have been issued for the following year, termination shall be for unsatisfactory performance only.

7-1-9 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.

7-1-10 Sick leave and personal leave benefits which have been accrued by an employee at the time of termination due to reduction of staff shall be reinstated to the credit of the employee upon his/her return to employment in the district.

7-2 Termination for Failure to Meet Remediation Standards

7-2-1 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 30 days prior to the proposed date of termination. 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.

7-3 Termination Procedures for Other Causes

7-3-1 Before any teacher may be dismissed for any cause, except where the procedure of Articles 7-1 and 7-2 are applicable,
he/she shall be given a written notice by at least 30 days prior to the effective date of dismissal signed by the Superintendent, stating the causes for dismissal. Such written notice may be delivered in person or sent by registered mail addressed to the teacher at his/her last known post office address. A copy of this Article shall be included with the termination notice.

7-3-2 After receipt of such notice, the teacher shall at his option be entitled to (1) a conference with the Superintendent, and (2) a hearing before the Board. The teacher may call the Association, school staff, and such other witnesses as he may deem necessary. Said hearing shall commence within 30 days after receipt of such notice.

7-3-3 If the interests 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.

7-3-4 In the event that it should be decided to appoint a Hearing Examiner(s), as provided in orderly termination statute, this appointment shall be made by the Superintendent of Schools. The selection of the Hearing Examiner(s) shall be made after consultation and agreement between the Association and the Superintendent.

7-3-5 In all cases where the final decision is made in favor of the teacher, the charge or charges against him shall be expunged from the records. If, pending final decision as to his dismissal, such teacher has been suspended and, therefore, has
suffered loss of salary, he shall be reimbursed in full for this time lost.

7-4 Release from Contract

7-4-1 An individual teacher contract may be terminated by mutual agreement at any time. An individual teacher will be granted a release from a contract upon 30 days' notice.

Article 8

PROCEDURES FOR SHARED GOVERNANCE

8-1 District Shared Governance

8-1-1 The president of the Association and the Executive Director shall be entitled to attend and to vote in all of the Superintendent's weekly staff meetings.

8-2 School Council

8-2-1 A School Improvement Council shall be established in each school from the faculty and the administration of that school to provide for orderly and professional means of improving the educational program and conditions within the school. Minimum membership on the council and general procedures will be as follows:

8-2-1-1 Elementary schools: one representative from primary grades, one representative from the intermediate grades, the SLTA faculty representative, principal and secretary or custodian.

8-2-1-2 Intermediate schools: one representative from the
non-academic areas, one representative from the academic subject areas, the SLTA faculty representative(s), principal and one administrative assistant, one representative from the counseling staff, faculty advisor to student government (if other than administrator) and secretary or custodian.

8-2-1-3 High Schools: one representative from the non-academic subject areas, one representative from the academic subject areas, SLTA faculty representatives, one representative from the counseling staff, principal and one assistant administrator, and secretary or custodian.

8-2-1-4 Additional participation or representation on the council will be determined by the council as needs arise.

8-2-1-5 Teacher representatives will be selected by nomination and vote of the teaching staff at a SLTA association meeting. The counselors will elect their representatives. (The faculty advisor to student government is usually appointed by the principals.) The secretaries and custodians will elect a representative at a meeting of their members.

8-2-1-6 Representatives on the council from any of the groups may be elected to succeed themselves on the council.

8-2-1-7 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.
8-2-1-8 Minutes of each council meeting shall be recorded so that recommendations and actions can be published and distributed throughout the school.

8-2-1-9 The council shall meet monthly and oftener if business dictates. The chairman will be elected by the council. The operating procedures of the council will be determined by the council.

8-2-1-10 The council may establish and implement procedures and programs for the individual school consistent with the policies of the Board and subject to ratification by the faculty of the school and approval of the Superintendent.

8-2-1-11 Items beyond the scope of the School Improvement Council may be referred to the Administration and Association in writing by the chairman of the council, or the chairman may go directly to the Superintendent.

8-2-1-12 The Office of the Superintendent and the Association shall cooperate in planning and conducting an annual workshop for all members of school improvement councils not later than September 15 of each year.

8-2-1-13 The Office of the Superintendent and the Association shall cooperate in preparing an instrument for evaluation of the council to be distributed to all faculties and members of councils by May 5 of each year.

8-2-2 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. Membership of the council and guidelines for its procedures shall be as follows:

8-2-2-1 The principal, the PTA president, and the PTA first vice president serve as members and each of these shall nominate one community representative to serve as members. Each of the three nominated community members shall then nominate one additional member, thus providing a total community membership of nine people. Members of the School Improvement Council shall also be members of the School Community Council.

8-2-2-2 The School Community Council shall operate with the following guidelines for its direction:

1. Representation from minority groups and all geographic areas of the school shall be considered in the selection of membership.

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

3. Additional participation or representation on the council shall be determined by the council as needs arise.

4. Minutes of the council proceedings are to be recorded and distributed to the members.

5. The council shall meet monthly and oftener if business dictates. The chairman shall be elected by the council. Operating procedures of the council
shall be determined by the council.

6. The council shall make recommendations for policies and programs.

7. Items beyond the scope of the School Community Council shall be referred in writing to the Superintendent of Schools.

8-3 Governance Areas

8-3-1 The regular school day shall be scheduled in each school by the School Improvement Council in cooperation with 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. Teachers, as professionals, will be available as needed by appointment to consult with students and parents, and individually with specialists, before the beginning of classwork in the morning and after the regular dismissal of students.

8-3-2 The School Improvement Council in elementary schools may develop and submit to the Superintendent for approval a schedule to provide each teacher with planning periods. Any uses of the planning time other than for planning shall be decided by the School Improvement Council.

8-3-3 The work year of teachers covered by the classroom teachers' salary schedule shall be determined by the official school calendar.
8-3-4 The principal, in consultation with the School Improvement Council, will make decisions relating to faculty meetings and evening meetings in each school.

8-3-5 Professional or in-service meetings are conducted on a district level on Tuesdays or Wednesdays.

8-3-6 The fourth Monday of each month is reserved for meetings of the Salt Lake Teachers Association except that in December it shall be the third Monday.

8-3-7 All teachers are guaranteed a minimum duty free lunch period of 30 minutes. For the additional time of the lunch period before or after the teachers' 30-minute lunch period each day, one-third of the teachers may be asked to serve. The net effect of this procedure is that all teachers will have a duty free lunch period each day. Two-thirds of the teachers shall have the full lunch period duty free every day. The school office will be notified when a teacher plans to be out of the building during this time.

8-3-8 A class size and teaching load review committee shall be established in the Superintendent's staff meeting. This committee shall:

8-3-8-1 Review class size and teaching load prior to the opening of school and again at the beginning of each quarter throughout the school year.

8-3-8-2 Make recommendations to the Superintendent for solutions to class size or teaching load problems.
8-3-9 Cooperating Teachers

All teachers who are assigned student teachers from any of the training institutions shall be compensated according to the policy of each institution. Moreover, they shall receive an additional amount from the Board according to the schedules developed by the Superintendent and the Association.

8-3-10 Summer School Program

8-3-10-1 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, attendance record, and length of service in the district. If qualifications are substantially equal, length of service in the district will be the determining factor.

8-3-10-2 All openings for positions in these programs shall be advertised as early as possible so interested teachers may apply.

8-3-10-3 The Administrator for Personnel Services shall acknowledge promptly in writing the receipt of such application.

8-3-10-4 Teachers currently employed and who plan to return to the district shall have preference.

8-3-11 Teacher Facilities

Each school will have the following facilities:

8-3-11-1 Space will be provided in each classroom in which
teachers may safely store instructional materials and supplies, provided that the Board shall not be held to be the insurer of the teachers' personal belongings stored in such space.

8-3-11-2 A workroom for teachers will be provided containing equipment and supplies to aid in the preparation of instructional materials.

8-3-11-3 A furnished room will be provided to be used as a faculty lounge. Such room will be in addition to the aforementioned teacher workroom.

8-3-11-4 Telephone service other than the office telephone will be available to teachers. Business use of this phone shall have priority.

8-3-11-5 Parking facilities will be provided at each school for staff.

8-3-12 When new schools are constructed, they will include teacher facilities of the nature noted above.

Article 8

PROCEDURES FOR EVALUATION AND REMEDIATION

9-1 Each teacher in the district shall be evaluated by the following procedure:

9-2 Each teacher in the district shall develop his/her own Educational Accountability Plan in consultation with the principal and related
to the district objectives.

9-3 The plan shall be completed no later than October of each school year.

9-4 The principal shall have an individual conference with each teacher prior to the implementation of the Accountability Plan.

9-5 Subsequent conferences shall be held with the teacher as needed. At such time, if the objectives are not being met or teaching performance is unsatisfactory the principal may suggest revision of the objectives or assistance with the teaching performance. Principals should use informal remediation and give assistance or request any assistance that is deemed necessary before the teacher is placed on formal remediation. Should formal remediation be necessary it shall be conducted as outlined in this Article.

9-6 When a principal requests remediation of a teacher, the teacher shall be informed of his/her right to be represented by an Association member. After such information has been given to the teacher, the form "Referral for Remediation" should be completed and sent to the central office. (A sample is attached to this Article.)

9-7 The Remediation-Assistance Team shall consist of: learning specialists (12), school principal, Association coordinators (12)*, grade/subject assisting teachers.

9-8 The learning specialist shall convene the Remediation-Assistance Team. The Association coordinator and grade/subject assisting teacher will

*Association coordinators: SLTA liaison person between administration and teacher to determine that the remediation procedure as outlined in Article 9 is properly followed.
be selected by the Association. Such selection will be made from a
list developed at the beginning of each year and presented to the
Superintendent by the Association.

9-9 Teaching criteria or expectancies developed by the Administration and
the Association shall be used by the Remediation-Assistance Team.

9-10 A remediation plan will be developed between the teacher and the
Remediation-Assistance Team.

9-11 The remediation program will include periodic reviews.

9-12 Periodic written reports of progress will be given to the teacher
and the principal.

9-13 Two school months after the remediation plan has been put into effect
an evaluation meeting of the teacher and members of the Remediation-
Assistance Team will take place. If remediation is successful, the
remediation process will be terminated and the records destroyed.
Should remediation be unsuccessful at the conclusion of the first
two months, there shall be an additional three months of remediation.

9-14 At any time during the remediation process the process may be termin-
ated by mutual agreement.

9-15 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.

9-16 When termination is necessary because of an individual's failure to
meet remediation standards, notice shall be given at least 30 days
prior to the proposed date of termination. Notice of termination
shall be in writing signed by the Superintendent and served by
personal delivery or by certified mail.
9-17 Only the final page of the teacher's Accountability Plan shall be forwarded to the Superintendent.

"Referral For Remediation" and "Teaching Expectancies" follow.
REFERRAL FOR REMEDIATION

Educator ___________________________________________ Date _______________________

School _____________________________ Assignment ____________________________

Briefly describe concerns:

Area of cause: ____________________ Critical incident(s) ______________________

Standards of expected student performance

Learning environment

Student control

Strategies for teaching

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TEACHING EXPECTANCIES

1. Determine standards of expected student performance
   a. Pre-assessment (diagnosis)
   b. Competencies expected at a given level
   c. Determine individual needs
   d. Expected goals for student achievement
   e. Evaluation of goals

2. Provides learning environment
   a. Availability of resources personnel
   b. Availability of variety of resource materials
   c. Physical organization and learning process
   d. Positive attitude toward student
   e. All students can learn
   f. Teacher shows enthusiasm and commitment for the subject taught
   g. Student behavior demonstrates acceptance of learning experience

3. Demonstrates appropriate student control
   a. Evidence that student knows what to do
   b. Evidence that student is working at task
   c. Evidence of positive responses from students because of adults' demonstration of fairness, acceptance, respect, flexibility, etc.
   d. Appropriate control in crisis situation
   e. Anticipate and avoid crisis situations

4. Demonstrates appropriate strategies for teaching
   a. Demonstrate techniques that are appropriate to different levels of learning
   b. Adjusts techniques to different learning styles
   c. Uses variety of techniques to teach specific skill or concept
   d. Gives directions that are clear, concise and appropriate to the student learning level
   e. Establishes two-way communication with students and utilizes feedback to determine teaching strategies
   f. Demonstrates that a purpose has been determined for the instruction
September 15, 1976

Office of the Executive Secretary
Salt Lake School Board
5150 South 9th East
Salt Lake City, Utah 84107

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between your School Board, and the Salt Lake City Teachers Association. The agreement we have on file expired June 1976.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

[Signature]

JULIUS SHISKIN
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

1. Approximate number of employees involved ————-

2. Number and location of establishments covered by agreement Salt Lake City

3. Product, service, or type of business Educational

4. If your agreement has been extended, indicate new expiration date

[Address]

[City, State, ZIP code]