Salt Lake City Board of Education and Salt Lake Teachers Association (1983)
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Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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A WRITTEN AGREEMENT based on SHARED GOVERNANCE between The Board of Education of Salt Lake City and The Salt Lake Teachers Association July 1983
A CONTINUING WRITTEN AGREEMENT

Based on Principles of

SHARED GOVERNANCE

Between

THE BOARD OF EDUCATION

and

THE SALT LAKE TEACHERS ASSOCIATION

July 1983

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

Salt Lake Teachers Association
5150 South 900 East
Salt Lake City, Utah 84117
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ARTICLE 1

DEFINITIONS

1.1 **Teacher.** The term "teacher" shall mean all certificated contract personnel employed by the district and paid on the teacher's salary schedule. It shall not include the following:

- coordinators
- principals
- clerical workers
- buildings and grounds workers
- substitute teachers
- assistant principals
- managers
- specialists
- directors
- assistant directors
- administrative assistants
- superintendent
- aides
- administrators

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

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

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

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

1.6 **School Year.** The term "school year" shall mean the period of time established by the official school calendar adopted by the Board of Education through shared governance procedures (as per Article 14) and complying with 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 **Year of Service.** The term "year of service" shall mean one semester or more of service during the contract year.
ARTICLE 2

CONTRACTUAL EFFECT

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

2.1.1 Satisfactory Work. Teachers doing satisfactory work will be continued in service on the basis of continuing contracts.

2.1.2 Continuing Contracts and Benefits. All teachers on the continuing contracts shall receive the full benefits of the Board insurance program, leave benefits, vacation provisions, etc.

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

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

2.4 Duration. 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.
2.5 Binding Effect. This agreement shall be binding upon both parties.

2.6 Association Use of Buildings. 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.

2.7 Association Use of Facilities. 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.

2.8 Code of Ethics. 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.

2.9 Cooperation on Innovative Practices. Salaries, benefits, student achievement, quality of service, and quality of life in our schools are related to both financial support and the reform of conditions which hinder efficiency and progress. Designated representatives of the District and Association will work together to establish higher financial support for education and to examine innovative practices which may be implemented to improve the efficiency of our schools. Innovative practices in conflict with the Written Agreement shall be implemented only after the modifications have been negotiated between the parties.
ARTICLE 3
RECOGNITION

3.1 Exclusive Representation. It is agreed that all teachers constitute what the parties hereto 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).

3.2 Verification of Representation. Such recognition, once effective as to the unit described above, shall be effective during each year of the term of this continuing contract, or any renewal thereof. If within 90 days prior to December 31 of any year good cause exists to believe that a majority of the members of the unit have not designated or selected the Association as their representative, the Board may request and shall be furnished by the Association with satisfactory evidence of such designation or selection by such majority, failing which the Association shall not be recognized as the representative.
ARTICLE 4

NEGOTIATIONS

4.1 Negotiations Scope. 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 the 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.

4.2 Initiating Negotiations. 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. 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.

4.3 Meetings. 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 the last Monday in February. At the first negotiating session, procedural agreements concerning time and place of meetings and relations with press and other public media shall be established.

4.4 Exchange of Proposals. 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.

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

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

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

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

4.9 Good Faith. The Board and the Association agree to negotiate in good faith. During negotiations the Board team and the Association team will present relevant data, exchange points of view and discuss proposals and make counter proposals.

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

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

4.12 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.

4.13 Joint Study Committee.

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

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

4.13.3 If meeting 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.

4.13.4 Recommendations and reports of joint study committees are advisory in nature.
4.13.5 Upon completion of its study and submission of a written report on the subject assigned to it, a joint study committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except by mutual consent of the negotiating teams.

4.13.6 The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study on any subject.
ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Definitions

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

5.1.2 Aggrieved Person. An "Aggrieved person" is the person or persons making the claim.

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

5.2 Purpose. 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 grievance.

5.3 Procedural.

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

5.3.2 Level Two - Formal. If the grievance cannot be solved informally, a formal written grievance (Form A) must be filed with the administrator or immediate supervisor.

5.3.2.1 The formal grievance shall be answered to 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.
5.3.2.2 The aggrieved shall accept or reject the decision rendered on Form B. If rejected the grievance is referred to the Professional Rights and Responsibilities Committee on (Form C).

5.3.3 Level Three. Within a reasonable time -- fifteen days after receipt of grievance -- the Professional Rights and Responsibilities Committee shall review it with the teacher and administrator involved.

5.3.4 Level Four.

5.3.4.1 If settlement is not reached following review, the chairman of the Professional Rights and Responsibilities Committee shall refer a copy (Form C) to the Superintendent shall represent the administration at this level of the grievance procedure.

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

5.3.5 Level Five. If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, the Association, the Administration, and the aggrieved person shall meet to resolve the issue in a manner which is mutually acceptable -- decision rendered on (Form E).

5.3.6 Level Six.

5.3.6.1 If the aggrieved person chooses to go to arbitration, 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.

5.3.6.2 The 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.

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

5.4 Rights of Teachers and Representation.

5.4.1 Reprisals Prohibited. 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.

5.4.2 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 Association Faculty Representative shall be such representative at Level One unless the teacher desires to choose another person.

5.4.3 Right of Representation. Any teacher shall 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.

5.5 Miscellaneous

5.5.1 Association and Class Actions. If, in the judgment of the appropriate Association representative a grievance affecting a group or class of teachers is not resolvable at Level One, representatives of the Association may submit such grievance in writing to the Superintendent directly.
5.5.2 **Separate Grievance File.** All documents, communications and records dealing with the processing of a grievance shall not be filed in the personnel files of the participants.

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

5.5.4 **Information.** 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.

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

5.5.6 **Selection of Remedy.** The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his 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 6

SHORT-TERM LEAVES OF ABSENCE

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

6.2 Procedures for Leaves.

6.2.1 Notice to Personnel Services. 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 for Personnel Services of their intention to take leave.

6.2.2 Personal Leave. Statements requesting personal leave shall be available in the various schools for signature.

6.2.3 Longer Leave. Applications for leaves longer than two days must be made in the office of the administrator for Personnel Services.

6.2.4 Application and Notice. 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/she will be making application for leave shall notify the principal as early as possible so that necessary adjustments can be made.

6.3 Sick Leave.

6.3.1 Uses. 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).
6.3.2 Allowance and Accumulation. 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.

6.3.2.1 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.

6.3.2.2 The conditions for the return to work of a teacher who takes such extended convalescent leave shall be the same as those who take leaves of fewer than 60 days.

6.3.3 Extended Employment - Leave Allowance. 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.

6.3.4 Pro-rating Sick Leave. 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.

6.4 Sick-Leave Bank.

6.4.1 Purpose and Participation. A sick-leave bank is established for teachers to draw upon for serious illness, accidents, hospitalization, and disability beyond their own accumulated sick leave. All teachers become participating members of the sick-leave bank by having one-half day of their sick-leave allowance deducted each year.

6.4.2 Eligibility. In instances where teachers have used their accumulated sick leave they may apply to the Sick-Leave Bank.
6.4.3 Maximum Use. Teachers may draw upon the bank to the extent of 120 days in any twelve month period.

6.4.4 Waiting Period. 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/she starts to draw from the sick-leave bank.

6.4.5 Administering Committee. This bank shall be administered by the Sick-Leave Bank Committee composed of the Administrator Personnel Services as chairman, two teachers, and three classified personnel.

6.4.6 Long-Term Disability. The sick-leave bank is not intended as protection for long-term catastrophic illness or hospitalization and cannot be a substitution for insurance programs which cover such periods of long-term disability. The approval and granting of a 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.

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

6.4.8 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.

6.5 Personal Leave.

6.5.1 Allowance. One day’s leave will be granted to each teacher during the annual term of the contract without loss of pay.

6.5.2 Additional Leave. One additional day will be granted during the annual term of the
contract with substitute cost to be deducted from the teacher's salary.

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

6.5.4 Sick-Leave Conversion. After the two days of personal leave provided for during the annual term of the contract have been used, an employee may, with the approval of the Administrator for Personnel Services, utilizing the Staff guidelines of March 16, 1978, use days of his accumulated leave for additional days of personal leave.

6.5.5 Accumulation. Each year unused personal leave will be added to the accumulated sick leave.

6.5.6 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.

6.5.7 Excessive Use. This article (6.5) will revert to the Article 6.5 of the Shared Governance Agreement extant 1981-82 if there is an escalation in the use of personal leave. The parties shall determine the average use per teacher for each of the past five (5) years. If the use of personal leave exceeds the highest average use per teacher experienced in the past five (5) years, that shall constitute an escalation in use.

6.5.8 Reporting. The principal shall furnish the SIC a monthly report of personal leave usage for the building, which shall be discussed by SIC and reported to the building faculty.

6.6 Bereavement Leave.

6.6.1 Entitlement. 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/her immediate family. 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, mother-in-law, father-in-law, brother, sister, son, daughter or persons who have assumed these roles (3) or other persons for whom the teacher has assumed responsibility.

6.6.2 Other Limited Uses. 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.

6.6.3 Unspecified Uses. For circumstances not specified in Section 6.6, the teacher may utilize personal leave for bereavement purposes as specified in Section 6.5.

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

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

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

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

6.7.4 Application. 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.

6.8 Military Encampment Leave. Teachers who are members of the organized United States Army, Navy, Air Force, or Marine Reserve shall be allowed leave of absence not to exceed ten (10) working days per year to attend annual encampment or other duties in connection with the Reserve Training requirements. Such leave of absence shall be granted only on the basis of official military orders which must be filed in the Personnel office. Teachers may choose to accept military pay or teacher salary while on leave. Teachers accepting district pay must remit military pay to the District.

6.9 Attendance at Conventions. Leaves of absence, with or without pay, may be granted for the purpose of attending conventions, workshops or committee meetings. The following policy has been outlined for determining teacher attendance at conventions:
6.9.1 **Requests.** Any teacher wishing to attend a professional convention should submit a written application to the chairman of the District inservice Education Committee. A copy of the application shall be sent simultaneously to the school principal and should be submitted as soon as possible after the convention is announced.

6.9.2 **Selection Procedure.** Teachers will be selected by the Inservice Education Committee in consultation with the District subject matter learning specialists.

The criteria for selection will include, but not limited to: Teaching assignment, leadership position, seniority, and previous convention attendance.

Preference will be given to applications for attendance at conferences held in the Western United States. However, conventions held in other areas will be considered.

6.9.3 **Membership.** Insofar as possible, teachers should be members of the organization whose professional convention they wish to attend.

6.9.4 **Sharing Data.** Teachers who attend a professional convention should be willing to meet with other teachers and conduct in-service on convention material.

6.9.5 **Expenses.** Teachers attending professional conventions will be reimbursed as follows: mileage/transportation (air fare -- tourist); per diem up to four days at current approved Board rate (1981 provides for $62 per day out of state and $48 in state); convention registration fee, but not organizational membership; and transportation to and from airport up to $20.

6.9.6 **Additional Convention Requests.** When teachers request to attend conventions and workshops in their area of assignment beyond budget limitations, consideration will be given through the Inservice Education committee for their attendance by:
1. no deduction in salary
2. deducting cost of substitute
3. use of personal leave
4. at own or partial expense

6.9.7 **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. This would be an inappropriate use of personal leave. (See Written Agreement, Section 6.5.6 Personal Business)

6.9.8 **Invitation.** Selected teachers, counselors, or other personnel, when invited to participate or when recommended by the Superintendent or Inservice Committee may be permitted to attend designated convention meetings. Policies governing this matter are as follows:

1. no deduction in salary
2. deducting cost of substitute
3. use of personal leave
4. at own or partial expense

6.9.9 **Conferences For Personnel In Federal and State Programs.** Those in leadership positions of special federally and state sponsored projects are often required to spend some of their time in workshops, inservice training, and general orientation meetings. Travel expenses for these professional meetings are specifically written into the budget as part of the project. Individuals who qualify will attend their required professional meetings upon recommendations of the Superintendent of Schools. Personnel who attend these meetings will be subject to the same rules for selection, per diem, days attendance, etc. The Inservice Education Committee should be informed of teachers attending all out-of-state conferences and workshops.

6.9.10 **Indicating Policy for Reimbursement.** Requests to attend conferences should indicate one of the following policies: 1) District Reimbursement 2) Own/Partial Expense 3) Federal/State Reimbursement under which it is to be considered and should indicate position of the principal as to whether or not
the teacher can be released for the days requested to attend.

6.9.11 **Priority for Board Needs.** In general, we wish to have employees attend conferences when such attendance is directly related to Board of Education needs. When attendance at a conference 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.

6.9.12 **Organization Conventions.** The Board will continue to grant permission to the Association to send representatives to organizational conventions at no expense to the Board.
ARTICLE 7
LONG-TERM LEAVES OF ABSENCE

7.1 Compulsory Military Service.

7.1.1 Leave and Reemployment. 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.

7.1.2 Increment Credit. 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.

7.1.3 American Red Cross. 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.

7.2 Parental Leave. Leave of absence up to one calendar year shall be granted upon request to a teacher who is pregnant or who adopts a child.

7.2.1 Commencement. 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.

7.2.2 Adoption. Leave for an adoptive parent 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.
7.2.3 **Notice.** The teacher shall notify the Administrator for Personnel Services in writing of his/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.

7.2.4 **Physician’s Verification.** 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.

7.2.5 **Sick Leave Option.** A teacher taking maternity leave will be paid only for days of disability and shall not be paid for more days than the teacher has in accrued sick leave plus those approved from the sick leave bank.

7.2.6 **Notice of Return.** The teacher shall give the Administrator for Personnel Services written notice of the desire to return to employment at least 30 days prior to the return date except that the teacher and the Administrator for Personnel Services may mutually agree upon a lesser notification period.

7.3 **Extended Leave - General.**

7.3.1 **Return from Leave.** A teacher who is granted leave of absence shall, upon return to work, be reactivated to a position for which the teacher 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/he is qualified. In the event that more than one teacher returning from leave is qualified for a given position, the teacher who makes the first written application to return will be assigned that position.
7.3.2 Prespecification of Return. If, at the time of taking approved leave, the teacher specifies a time of return to employment within 60 calendar days, the teacher shall be entitled to return to the position from which he/she takes leave.

7.3.3 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.

7.4 Fellowship Grants. Fellowship grants for teachers are provided under the following regulations:

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

7.4.2 Purpose. A fellowship grant 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.

7.4.3 Filing. 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 fellowship grant.

7.4.4 Priority. If the number of qualified applicants exceed the yearly quota for fellowship grants, the administration and the Association shall 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 a prior fellowship grant. Applicants will be notified of the priority ranking by March 15.
7.4.5 Eligibility. No person is to be given such leave of absence more often than once in seven years.

7.4.6 Maximum Available Grants. The maximum of 10 teachers approved by a committee representing the Association and the Administration will have fellowship grants in any one year.

7.4.7 Salary. Fellowship recipients will be paid one-half of their salary with equal monthly payments over a period of two semesters.

7.4.8 Reemployment Guaranteed. A teacher who accepts a fellowship grant 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.

7.4.9 Return to Position. Teachers must have the approval of the Superintendent for their fellowship grant leave. The full terms of the leave shall be negotiated with the Superintendent and confirmed in a letter to the teacher. Unless otherwise stated in that letter, the teacher on leave shall be returned to his same position at the conclusion of his fellowship grant leave and the replacing teacher shall be made aware that the assignment is temporary.

7.4.10 Full Benefits. All teachers on fellowship grants shall be entitled to all insurance benefits provided by the Board at the expense of the Board.

7.4.11 Unpaid Leave Option. In addition to the above provisions, a teacher may be granted fellowship leave without pay and may purchase his own health and major medical insurance under the Board's policy.
ARTICLE 8
TEACHER PROTECTION AND
STUDENT DISCIPLINE

8.1 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 his/her employment duties, the teacher and the principal shall make a written report of the circumstances to the Superintendent of Schools within five days of each such occurrence.

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

8.3 Procedures for Teacher Defense. If criminal or civil proceedings are brought against the teacher when the teacher is carrying out his/her duties and obligations within the Board policies, the school district will assume the responsibility of the teacher’s defense and any judgment assessed to the teacher. A teacher shall request the district in writing to do defend him/her not later than 10 days after service of process upon him/her in respect to any claim or proceedings. Such request shall be made to the Superintendent of Schools. If the teacher fails to request the district to defend within 10 days as specified above or refuses to cooperate in the defense, the district is not obligated to defend the teacher nor pay any judgment assessed. Nothing in this section shall require the school district to pay any part of a claim or judgment that is for punitive or exemplary damages, as may be defined by Utah law.

8.4 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, as in the principal’s professional judgment and within Board policy is necessary in order to bring timely relief to the situation.
8.5 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 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.

8.6 Directive Control. Teachers may, within the classroom, school property and school activities, use and apply such amounts of directive (hands-on) control, guidance and/or restraint of students as may in the teacher's judgment (in loco Parentis) be necessary in order to maintain an adequate school atmosphere. Teachers may further use the above measures short of more serious emergency situations, such as self-defense and quelling disturbances.

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

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

8.9 Personal Property Protection. Under normal conditions the school district does not assume responsibility for personal property. On rare occasions the district may reimburse teachers for loss of personal property if loss occurs at school in relationship to disciplining students or when the district is negligent.
ARTICLE 9
STAFFING AND STAFF REDUCTION

9.1 Seniority.

9.1.1 Employment Number. Each teacher in the district shall be assigned an employment number which will indicate the beginning of his/her seniority.

9.1.2 Unit Service. Seniority as applied in this agreement is the total length of continuous uninterrupted service to the district within the bargaining unit (those paid on the teachers' salary schedule).

9.1.3 Restoration. While in continuous service to the district, an individual who serves in a position outside the bargaining unit, is restored in seniority immediately after he/she returns to the bargaining unit.

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

9.2 Reduction in Force.

9.2.1 Policy. It is the policy of the Salt Lake School District to reduce staff in proportion to its loss of students and inconsideration of its revenue.

9.2.2 Reduction by Seniority. Overstaffed positions shall be identified by subject and by grade to the entire district. Teachers shall be listed by date of service in the district, by subject areas, and by grade. Necessary termination of teachers will be made in reverse seniority order by date of service. ("Seniority" is defined in Article 9). In cases where more than one person's date of service is the same and educational qualifications by salary lane placement are the same for two or more teachers, termination shall be decided by

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drawing by lot in the presence of two persons representing the Administration, two persons representing the Association, and two disinterested persons.

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

9.2.4 **Notice of Lay-off.** Teachers who have not received notice of termination by at least 60 days before the end of the teachers contracted school year shall be guaranteed continued employment for the ensuing school year.

9.2.5 **Salary Upon Recall.** Teachers who are re-employed 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.

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

9.3 **Staff Maintenance.** 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.

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

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

9.3.3 **Employment Period of Contract Teachers.** Contract teachers are hereby provided a me-
thod 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.

9.3.4 Continuation of Contract. All contract teachers who have not received notice of termination pursuant to provisions of this Agreement, at least 60 days prior to the last day of school shall be entitled to continuing employment for the ensuing year.

9.3.5 No Sub-contracting. The district will not replace teachers by employing aides. When aides are used for fractional positions the Association will be consulted.

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

9.4 Class Size, Teaching Loads and Schedules.

9.4.1 Class Size Goals. The parties shall make strong efforts to attain reasonable class size (loads) as recommended by the State Board of Education. The parties shall also strive to balance loads and to treat all students, teachers, schools, and areas fairly and equitable. The responsibility for making recommendations to the Board of Education to correct inequities which develop each year rests with the Assignment/Load Committee. However, the parties recognize that class size is related to economic benefits and reduction of class size is a heavy cost.

9.4.2 Action on Class Size. Assignment/Load Committee shall:

a. Meet on a regular basis or as need arises
b. Hear and recommend correction of inequities in class-size loads
c. Hear appeals from teachers on class-size inequities
d. Review quarterly reports from SIC on class-size allotment (9.4.4)
e. Compile and write final year-end report on the class-size loads from each school to be submitted to the Board and Association.
f. The Assignment/Load Committee will develop guidelines on classroom student numbers, which can be used for teachers to make an appeal for relief.
9.4.3 **Teaching Schedule.** The School Improvement Council will evaluate the proposed next year teaching schedule
1. when it is first developed
2. at the beginning of the school year and
3. at the semester change.
The School Improvement Council shall assist the administration in seeing that teaching loads as well as individual sections are equalized.

9.4.4 **High Schools.** High school scheduling and teaching periods is defined in Board Policy, July 7, 1981, which shall be subject to the procedures of Article 2 of the Written Agreement.
ARTICLE 10
ACCOUNTABILITY, EVALUATION
AND PERFORMANCE ASSISTANCE

10.1 Accountability.

10.1.1 Evaluation. Each teacher of the district shall be evaluated each year according to an evaluation and performance assistance 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.

10.1.2 Completing Plan. 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.

10.1.3 Plan Contents. Each plan shall make provisions for periodic conferences, for performance Assistance if needed, for data to validate achievement of objectives and for final evaluation.

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

10.1.5 Cooperative Revision of Plan. Modification or revision of the district's Accountability Plan shall be made cooperatively by the Superintendent and the Association.

10.1.6 Forwarding Plan. Only the final page of the teacher's Accountability Plan shall be forwarded to the Superintendent.

10.2 Evaluation. Each teacher in the district shall be evaluated by the following procedures.

10.2.1 Educational Accountability Plan. Each teacher in the district shall develop his/her own Educational Accountability Plan in consultation with the principal and related to the district objectives.
10.2.2 **Deadline.** The plan shall be completed no later than October of each school year.

10.2.3 **Conference.** The principal shall have an individual conference with each teacher prior to the implementation of the Accountability Plan.

10.2.4 **Revision and Assistance.** Subsequent conference 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 of assistance with the teaching performance.

10.3 **Performance Assistance.**

10.3.1 **Informal Performance Assistance.** Principals should use informal performance assistance and give assistance or request any assistance that is deemed necessary before the teacher is placed on formal performance assistance. Should formal performance assistance be necessary, it shall be conducted as outlined in this Article.

10.3.2 **Performance Assistance Request/Referral.** When a principal requests performance assistance 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 Performance Assistance" should be completed and sent to the central office.

10.3.3 **Assistance Team.** The Performance Assistance Team shall consist of: a learning specialist, a school principal, an Association coordinator* and a grade/subject assisting teacher.

10.3.4 **Selection of Team.** The learning specialist shall convene the Performance Assistance Team. The Association coordinator and grade/subject assisting teacher will 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.

*Association coordinators: SLTA liaison person between administration and teacher to determine that the remediation procedure as outlined in Article 10 is properly followed.
10.3.5 **Criteria.** Teaching criteria or expectancies developed by the Administration and the Association shall be used by the Performance Assistance Team.

10.3.6 **Plan.** A performance assistance plan will be developed with the teacher by the Performance Assistance Team.

10.3.7 **Program Reviews.** The performance assistance program will include periodic review.

10.3.8 **Written Reports.** Periodic written reports of progress will be given to the teacher and the principal.

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

10.3.10 **Mutual Termination of Process.** At any time during the performance assistance process the process may be terminated by mutual agreement.

10.3.11 **Salary Adjustment.** Employees on performance assistance shall not be advanced on the salary schedule until satisfactory performance assistance has been achieved. Immediately upon satisfactory performance assistance the salary shall be adjusted from that date forward. If performance assistance is initiated after February 1 and before 60 days prior to the end of the school year, the decision on the employment status of the person on performance assistance may be made after sixty days of performance assistance, without regard to other provisions of this Agreement, except that the teacher may choose to have the full performance assistance period by extension into the next school year.
ARTICLE 11
TERMINATION

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

11.2 Termination Procedures for Other Causes.

11.2.1 Notice of Cause. Before any teacher may be dismissed for any cause, except where the procedure of this Agreement 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.

11.2.2 Procedures. 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.

11.2.3 Just Cause. If the interest of the school or schools require it for sufficient and just cause, a teacher may be suspended pending a hearing and the rendering of a decision. Teachers shall be dismissed only for just cause, but shall not supersede the Board's rights under Article 9, Reduction in Force, of the Written Agreement.

11.2.4 Selection of Hearing Examiner. In the event that it should be decided to appoint a Hearing Examiner(s), as provided in orderly termination statute, 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.
11.2.5 **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.
ARTICLE 12

EMPLOYMENT STATUS

12.1 No Alteration of Duties. General contract duties of any teacher or the general contract responsibilities of any teaching position in the district will not be substantially altered or increased without prior consultation with the Association.

12.2 Teacher Files. 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.

12.3 Notice of File Entries. 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.

12.4 Response to File Contents. 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.
ARTICLE 13

TRANSFERS AND ASSIGNMENTS

13.1 Voluntary Transfer.

13.1.1 Report of Vacancies. Administrative and teaching vacancies shall be reported to the Association by way of the District newsletter prior to filling such positions when 30 days notice is given to the district. This does not apply to vacancies which result from filling of the original vacancy nor to vacancies which occur during the months of June, July, or August.

13.1.2 Requests for Transfer. Teachers who desire a change in grade and/or subject assignment or who wish to be considered for administrative vacancies which might occur shall file a written request on forms provided with the Administrator for Personnel Services. Such forms shall provide for a request for grade and/or subject, or administrative position to which the teachers desire to be transferred, in order of preference.

13.1.3 Priority to Present Staff. Assignments of new teachers in the school system shall not be made until all pending requests for reassignment or transfer have been acted upon including the reassignment of part-time teachers who have requested assignment to full-time positions, except in those cases where the personnel director clearly indicates to part-time persons the reasons that a full-time position will not be given.

13.1.4 Information. The superintendent shall make available to the Association requested information pertaining to individual reassignment and/or transfer.

13.1.5 Requests Must be Current. Transfer requests, including requests to be considered for administrative vacancies, which have not been acted upon by September 30 of the new school year, shall be considered to be invalid as of October 31 so as to allow a grade period for renewal of transfer requests during that period. Teachers whose requests have not been acted upon and who shall desire transfer consideration may file a new reassignment form with the Administrator for Personnel Services.
13.1.6 **Criteria for Transfers.** 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.

13.1.7 **Mid-year Transfers.** When a vacancy occurs during the school year, the effective date of the transfer or reassignment may be delayed until the beginning of the next school year with the recommendation of the school principals, but at the option of the teacher. The Personnel Services shall at the same time issue a letter of assurance of the teacher's confirmed assignment 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 school to another or reassignment within a school is unavoidable. Therefore, teachers shall be available for involuntary transfer and changes in placement or assignment as necessary. The Superintendent may transfer a teacher to any unit when a particular service is needed in that unit. Such transfers shall be made in consultation with the Association. Such decisions are subject to appeal and decisions by the Class-size and Reassignment Committee. Such decisions are subject to other appeals available to the teacher in the District.

13.2.2 **Meeting/Reasons/Objection.** 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 reason thereof. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Association will meet with the Board's representative to resolve the matter.
13.2.3 **Information.** The Administrator for Personnel Services shall make available to the Association requested information pertaining to individual reassignments and/or transfers.

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

13.3 **Unassigned Status.**

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

13.3.2 **SIC Identifies Unassigned.** For the purpose of determining which teacher(s) should be unassigned, the School Improvement Council shall first give consideration to the instructional needs of the school. The SIC shall then consider the teacher in the building with the least seniority in the district, and if the instructional needs of the building can be adequately met by the remaining teachers then that teacher is declared unassigned. If the instructional needs of the building cannot be adequately met OR if more teachers are to be unassigned, then the SIC shall consider the teacher with the next least seniority in the district, and so on until the task is completed.

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

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

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

13.4 **Priority of Assignment.** The priority of assignments shall be:

1. Fellowship Grant Leave returnees as agreed upon at the time the leave is granted.
2. Unassigned teachers and teachers who have requested reassignment and teachers who are returning from leaves of absence which they took because they were previously unassigned.
3. Teachers who are returning from extended leaves of absence when reassignment is assured (teachers who are returning to district service following extended leaves of absence of longer than 60 days are assured positions if there are openings for which they qualify).
4. Newly employed teachers (teachers who were contracted in anticipation of openings for the new school year).

13.5 **Filling Vacancies**

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

13.5.2 **Consideration of District Personnel.** For the purpose of filling vacancies reported to the Administrator of Personnel Services, the Assignment Load Committee shall first consider district teachers on continuing contracts who either have requested reassignment within the district or have been identified as
"unassigned". The Assignment Load Committee shall evaluate these teachers on the basis of their educational qualifications and the principal's recommendations. If the ALC determines there is no substantial difference among more than one of the district's continuing teachers, the assignment will be made on the basis of the teacher's wishes and seniority.

13.5.3 **The ALC.** The Assignment Load Committee shall facilitate the assignment of teachers into known vacancies, adhering to the instructional needs of the district, wishes of the teacher, seniority and the principles of Shared Governance. The assignment of teachers newly hired into the school district will be made by the Personnel Office in consultation with the principals, only after district teachers on continuing contracts have been assigned according to their qualifications, principals' recommendations and the needs of the district as outlined in the above paragraphs. A decision of the Assignment Load Committee may supersede the recommendation of the School Improvement Council or a principal when it is determined that such action is in the best interest of the district or to avoid a violation of a teacher's rights of due process. Such decisions are subject to appeals available.

13.5.4 **Actions of Administrator for Personnel Services.** When the ALC and/or SIC Committees are unavailable, the Administrator for Personnel Services, adhering to the guidelines of Article 13, may initiate and implement transfers and reassignments of teachers. The Administrator of Personnel Services shall simultaneously notify the Association of such action by letter. Such actions are subject to later review by the ALC.

13.5.5 **Counselors.** In assignment of counselors, the Counselor's Selection Committee, composed of the Director of Pupil Services, principal(s) and faculty representative(s) of the building(s) involved, two counselor representatives plus others as determined by this committee, will function as the School Improvement Council as set forth in Articles 13.5.1-3, above.
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 administer the schools in cooperation with the employees and the patrons of the district. The Board of Education supports the concept of shared governance.

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

14.2.2 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.

14.2.3 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.

14.3 **District Shared Governance.** The president of the Association and the Executive Director shall be entitled to attend all of the Superintendent's staff meetings.

14.4 **School Council.**

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

14.4.1.1 **Elementary Schools:** one representative from primary grades, one representative from the intermediate grades, the SLTA faculty representative, principal, and secretary or custodian.

14.4.1.2 **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), community school coordinator and secretary or custodian.

14.4.1.3 **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, community school director, principal and one assistant administrator and secretary or custodian.

14.4.2 **Additional Participants.** Additional participation or representation on the council will be determined by council as needs arise.
14.4.3 Teacher Representative Elections. Teacher representatives will be selected from the total staff by nomination and vote of Association members at a Salt Lake Teachers Association meeting. The counselors will elect their representatives. (The faculty advisor to student government is usually appointed by the principal). The secretaries and custodians will elect a representative at a meeting of their members. Elections shall take place before the school year concludes and those elected shall take office on the first day of the next school year.

14.4.4 Succession of Members. Representatives on the council from any of the groups may be elected to succeed themselves on the council.

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

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

14.4.7 Council Determines Procedures. 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 through mutual agreement of the teachers and the principal.

14.4.8 Programs and Approval. 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.

14.4.9 Referral (SIC). Items which cannot be resolved by 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.

14.4.10 Annual Workshop. 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 November 1 of each year.
14.4.11 Evaluation of SIC. The Office of the Superintendent and the Association shall cooperate in preparing an instrument for evaluation of the council to be distributed to all faculties and members of councils by May 5 of each year.

14.5 School Community Council.

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

14.5.2 Composition. 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 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.

14.5.3 Operation. 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 often if business dictates. The chairman shall be elected by the council. Operating procedures of the council shall be determined through mutual agreement of the SIC and the patron members of the SCC.
6. The council shall make recommendations for policies and programs.
7. Items which cannot be resolved by the School Community Council may be referred in writing to the Superintendent.

14.6 Student Services Council

14.6.1 Purpose. A Student Services Council shall be established in each school and 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.

14.6.1.1 Elementary Schools. The principal, teacher coordinator, social work, and a regular education teacher shall serve as members.

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

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

14.6.1.4 Additional Members by Invitation. special education teachers, alternative education teachers, parent(s), or guardian(s), student, agency workers, minority representatives, and other interested people.

14.6.2 Council Determines Procedures. The council shall meet weekly, or more frequently, if business dictates. The chairperson shall be the principal at the elementary and intermediate schools 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.

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

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

14.7.1 School Day. 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 after the regular dismissal of students.

14.7.1.2 Elementary Schedule. The affected teachers in each elementary school, in cooperation with the principal, shall establish a school day for students equal to the instructional day of other grades in the school.

14.7.2 Planning Periods. 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. 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.

14.7.3 Coordinated Calendar. The parties shall undertake a joint effort to develop a standard school calendar for the districts within Salt Lake County.

14.7.4 Work Year. The work year of teachers covered by the classroom teachers salary schedule shall be determined by the official school calendar adopted by the Board of Education in governance with the association as follows:

a. The Superintendent's Staff (14.3) shall distribute calendar options to the school shared governance councils for consideration, preferences, and additional options.

b. Those suggestions shall be returned to the association and the district through the Superintendent’s Staff Meeting.

c. The Staff Meeting shall consolidate all preferences in order to submit a final recommendation to the Board of Education by February 1.
14.7.5 Meetings. Building and evening meetings are most effective when an agenda is prepared, notices given and items to be discussed are identified. The School Improvement Council, the School Community Council and the principal shall establish rules and regulations by which such meetings are held.

14.7.6 Professional Meetings. Professional or in-service meetings are conducted on a district level on Tuesdays or Wednesdays.

14.7.7 Association Meetings. 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.

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

14.7.9 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).

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

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, 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.

14.9.2 Advertising Vacancies. All openings for positions in these programs shall be advertised as early as possible so interested teachers may apply.
14.9.3 **Acknowledgement.** The Administrator for Personnel Services 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 **Teacher Facilities.** Each school will have the following facilities and when new schools are constructed, they will include teacher facilities of the nature noted below.

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

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

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

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

14.10.5 **Parking Facilities.** Parking facilities will be provided at each school for staff.

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.

14.10.7 **Supplies.**

14.10.7.1 The Director of Purchasing will prepare a statement outlining emergency procedures to be followed in case supplies have not been delivered to the school by the teacher's first work day in the fall. These procedures will be published in the Association newsletter and will be made available to all principals and secretaries through The District.

14.10.7.2 A committee will be formed by SLTA Executive Board to receive feedback and recommendations relevant to the quality of
supplies as well as additional items needed on the supply catalog. The committee will present this information to the Director of Purchasing in or before January to enable him/her to take appropriate action.

14.10.7.3 Teachers will be provided information through the Association newsletter, staff meetings and building meetings regarding unfilled and back-ordered items. Records should be kept at the schools for each teacher or department indicating how much of his/her budget is expended. This information shall be made available to each teacher or department requesting it. It is recommended that each SIC develop its own strategies for resolution of supply allocation, orders, budgets and related matters which fit the needs of the entire staff. Such procedures may be at variance with the Written Agreement only with the approval of the SIC.

14.10.7.4 Supply monies for Special Education classrooms should be released for use prior to Board approval of the budget. This would enable Purchasing to deliver Special Education supplies at the same time the school’s general supply orders are delivered.

NOTE: Kay L. Pope, Director of Purchasing, wrote on 5/18/83: “The initial catalog orders for school supplies for all schools (including special programs) are scheduled to be delivered to each school by August 29, 1983. However, should an item be back-ordered or not be shipped for some reason and the lack of that item is causing a hardship on a program, contact Purchasing at 328-7259 and we will do our best to solve the problem.”
ARTICLE 15

PROCEDURES FOR PAYMENT PROGRAMS

15.1 Salary Lane Adjustments. 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 January 31 will receive earned increases effective the first day of the second semester.

15.2 Lane Change Qualification. 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.

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

15.4 District Certification Review Committee. 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.

15.5 Criteria for Credit. Criteria for additional credit allowance shall be as follows:

15.5.1 Professional Growth. Recognizing that professional growth is a continuing responsibility of the professional throughout his career, the district has established salary lanes for those teachers who complete advanced study.

15.5.2 Courses. Classes based on the following criteria will be granted acceptance of credit for salary lane changes:
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.

15.5.3 In-Service. In-service training courses conducted by the district shall receive credit upon approval of the District Certification Review Committee.

15.5.4 Unacceptable Credit and Exceptions. 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.

15.6 Graduate Degrees. 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.

15.7 University Credit. 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.

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

15.9 Prior Approval. 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.

15.10 Effective Date. These guidelines for granting lane change became effective January 1, 1977.
15.11 Schedule Footnotes.

15.11.1 Ph.D Lane. All teachers who were paid on the Ph.D lane prior to June 30, 1978, will receive 2.9% more than the corresponding step on the Master's +60 lane up to and including Step 15. Such teachers who have reached the 15th Step of the salary schedule, who also hold a doctorate, may meet with the Superintendent to review the study which led to the doctorate. If the Superintendent determines that the doctorate contributes to the area in which the teacher is now assigned, that teacher shall receive a salary equal to the M + 60 column, Step 16. plus 2.9%. Should the Superintendent determine otherwise, the teacher shall receive no less than the M + 60, Step 16 salary.

15.11.2 Master's Degree. After September 1, 1979, payment for a Master's Degree will be awarded only in the areas that relate to a teacher's teaching assignment or school or Board goals. The Master's Degree in counseling will be recognized for salary placement for the 1980-81 and the 1981-82 school years, as per Board goals.

15.11.3 Master's Lane Equivalency. Teachers being paid on the B + 60 lane shall be granted payment on the Master's lane upon completion of an individual program of study developed with the aid of the D.C.R.C. and submitted to the Superintendent for approval. This program is not to exceed the equivalence of 15 quarter hours of study.

15.11.4 Prorated Benefits. For teachers who are contracted to work less than full time or less than 9 months per year, the District agrees to pay the cost of the insurance premiums in the same proportion that the fraction of their contract relates to full time or the number of months relates to 9.

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

- 9 months = Schedule X 1.000 (182 days)
- 9½ months = Schedule X 1.055 (192 days)
- 10 months = Schedule X 1.110 (202 days)
- 10½ months = Schedule X 1.168 (212 days)
- 11 months = Schedule X 1.225 (223 days)
- 12 months = Schedule X 1.291 (245 days; minus 10 days vacation)
ARTICLE 16

SALARY AND SCHEDULE PLACEMENT

16.1 Verification of Salary. All teachers covered by this agreement shall receive a copy of the current negotiated teacher's salary schedule and a verification of placement on the salary schedule shall appear on the Fall check.

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

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

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

a. A salary to attract career-minded teachers.
b. Increments for successful teaching experience.
c.Increments for increased training at significant levels of attainment consistent with the negotiated teacher's salary schedule.
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.
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 may be given credit for previous experience equal to nine years and in addition may be allowed up to three years for military experience. The present formula for evaluating teaching experience is as follows:

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

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

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 based upon the salary schedule negotiated, pursuant to sections dealing with negotiations. 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 Administrator for Personnel Services 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 years for compensation adjustment shall apply.

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

16.11 Multi-Cultural Program. A comprehensive program to train teachers to better meet the needs of limited English language proficiency and culturally different students shall be developed jointly by the District and the Association. The program shall include:
   a. training in how to meet the needs of limited English language proficiency students.
   b. historical and cultural awareness training in Native American, Black, Hispanic, Asian, Tongan and other significant cultures in our schools.

Teachers who successfully complete the training program will be issued a Multi-Cultural Awareness Certificate by the District. Teachers shall receive lane change credit for the language and multi-cultural program following completion of the requirements for the program.

NOTE: Superintendent's staff will consider the following: The Bilingual and Multi-Cultural Awareness program in each school may be adapted to better meet the needs of their own particular situation. This is to be done jointly by the Program Coordinators, the Principal and Representatives of the faculty.

16.12 Efficiency Payment Plan. A 3% bonus based on an increase in efficiency shall be paid to all contract employees prior to the conclusion of the
1983-84 school year and after validation that an efficiency increase has been made.

Recommendations shall be developed jointly with employee groups, considering all possible innovations, and the district shall seek to maximize revenues through revenue enhancement, consolidating fund residuals, pursuing legal channels to accelerate property tax and interest transmittal and other possible methods. There shall be no increase in district pupil/teacher staffing ratios nor shall this result in the termination of contract personnel. The parties shall jointly evaluate the program at regular stages to determine progress, efficiency improvements and revenue status.
ARTICLE 17
EXTRA-CURRICULAR ACTIVITIES

17.1 Extra-Curricular Stipends. Each high school shall be furnished a sum equal to 2.50 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 extra-curricular activities. The amounts assigned for each activity shall be determined by the School Improvement Council by:
1. a salary program developed by the School Improvement Council - or
2. the adoption of the following Pay Scale of Extra-curricular Activities with all days calculated on 1/182 for each day on the schedule.

17.2 Pay Scale for Sponsors of Extra-curricular Activities. High school teachers with extra-curricular assignments will receive their regular salaries plus an extra stipend, based on their own daily rates of pay, according to the schedule on the following page.

17.2.1 Outside Advisors. If coaches are hired from outside the district ranks, the pay scale will be at the minimum teacher’s rates.

17.2.2 Additional Duty. Assistant Football coaches will be required to attend 2 weeks pre-school workouts in order to be eligible for a full 7 day stipend.

17.3 Equity Adjustments. In addition, each school shall be allocated 30 days to be distributed by the School Improvement Council to adjust for any inequities of the schedule as it relates to individual schools. High school teachers who feel they might qualify for some of these days may apply in writing to their School Improvement Council.

17.4 Sterling Scholar Stipends. Each school shall be provided stipends for Sponsorship of the Sterling Scholars Program to be distributed by the School Improvement Council. The amount for each High School is .04 x salary at first step and first lane of the Teacher Salary Schedule.

17.5 Classroom Preparation Compensation. Returning elementary classroom teachers, who apply by August 15 for early classroom preparation up to two days prior to the commencement of the normal work year, shall be compensated for such days at the maximum substitute rate.
17.6 Intermediate and Elementary Stipends. A shared governance committee shall be formed to study the pay for extra duties of the elementary and intermediate schools.

<table>
<thead>
<tr>
<th>Head Person</th>
<th>No. of Days</th>
<th>No. of Assts.</th>
<th>No. of Days</th>
<th>Total No. of Days</th>
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</thead>
<tbody>
<tr>
<td>Drama plays</td>
<td>1.5</td>
<td>1.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Musical plays</td>
<td>1 per. 9</td>
<td></td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>(If no musical is presented, 8 of the 20 days may be used to present a third play. The remaining unused days will be added to the 30 unassigned days)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debate</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instrumental</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Music</td>
<td>6.5</td>
<td>6.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choral Music</td>
<td>6</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newspaper</td>
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<td>2.5</td>
<td></td>
<td></td>
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<tr>
<td>Yearbook</td>
<td>2.5</td>
<td>2.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage</td>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pep Club</td>
<td>5</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheerleaders</td>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dance</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dance Concert</td>
<td>1</td>
<td>8</td>
<td></td>
<td></td>
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<tr>
<td>Lit. Mag.</td>
<td>1.5</td>
<td>1.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Football</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(boys)</td>
<td>13</td>
<td>6</td>
<td>7ea. 55</td>
<td></td>
</tr>
<tr>
<td>(girls)</td>
<td>9</td>
<td>2</td>
<td>4, 3 16</td>
<td></td>
</tr>
<tr>
<td>Wrestling</td>
<td>9</td>
<td>1</td>
<td>4</td>
<td>13</td>
</tr>
<tr>
<td>Track &amp; Field</td>
<td>9</td>
<td>2</td>
<td>4</td>
<td>17</td>
</tr>
<tr>
<td>Swimming</td>
<td>9</td>
<td>1</td>
<td>4</td>
<td>13</td>
</tr>
<tr>
<td>Baseball</td>
<td>8.5</td>
<td>2</td>
<td>4, 3 15.5</td>
<td></td>
</tr>
<tr>
<td>Volleyball</td>
<td>8</td>
<td>2</td>
<td>4, 3 15</td>
<td></td>
</tr>
<tr>
<td>Gymnastics</td>
<td>8</td>
<td>1</td>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>Tennis (boys)</td>
<td>3</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Tennis (girls)</td>
<td>3</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Golf</td>
<td>3</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Cross Country</td>
<td>3</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Bowling</td>
<td>2</td>
<td></td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

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ARTICLE 18
INSURANCE

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

Cost Containment

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

Obtaining Pre-Approval. In order to qualify for maximum reimbursement under the plan, an insured must obtain a "Pre-Approval Claim Form". The form is then given to the attending physician who will complete the required information and submit it to the administrator for approval. The medical review board will approve, disapprove or make alternate recommendations as to the procedure and/or hospitalization, indicating how much will be paid by the plan and return the form to your physician. The policyholder also reserves the right to require a second professional opinion at its expense when deemed necessary and appropriate. Following the actual performance of the procedure or hospital stay and presentation of the billing, payment will be made up to the pre-approved amount directly to physician and/or hospital. Complications or extenuating circumstances which may change the cost will be given full consideration.
18.2 Unpaid Leave Benefits. It shall be the policy of the Board to allow an employee who is on a temporary 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 a temporary leave of absence shall not exceed beyond the one year leave of absence.

18.3 Job Sharing and Insurance. It shall be the policy of the Board to allow job sharing. Beginning July 1, 1979, employees who work less than six (6) hours per day, or less than eight (8) months per year will be required to share the cost of the insurance package in the same proportion that the number of hours they work bears to six (6) or the number of months bears to nine (9).

18.4 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.

18.5 Life. Each employee shall be covered with group life insurance in the amount of $20,000 or their annual salary, whichever is greater (or as revised annually).

18.6 Long Term Disability Insurance

18.6.1 Payment. The Board shall pay the monthly premium of a long term salary protection and waiver of retirement contribution plan as approved by the Board for all teachers who have been employed in the District for twenty years prior to the September enrollment period. The long term salary protection program does not apply to teachers over 65 or to hourly or non-contract teachers. Disabled teachers over age 65 are eligible for full retirement. Teachers who are not eligible for the district paid LTD insurance are encouraged to provide themselves with such coverage.

18.6.2 Eligibility. Teachers who are sick for more than six (6) months are eligible for long term disability benefits. Teachers are therefore expected to contact the long term disability
carrier whenever they believe there is a possibility that they may be sick and away from work for six months or more. The six months do not have to be consecutive, but must be for the same illness. Teachers are qualified for sick leave usage of more than 120 days for the same illness only if they document that their claim for long term disability benefits has been rejected. Teachers who elect not to provide themselves with long term disability coverage shall not be eligible for sick leave benefits exceeding those available to teachers who are covered by long term disability insurance. The District will generally not provide more than 120 days of sick leave for the same illness.

18.6.3 Re-Employment. Teachers who have utilized the long term disability program shall be guaranteed full right of professional reemployment in the same respect as teachers returning from leaves of absence as described in 13.4 and 6.3.2 of the Written Agreement.
ARTICLE 19

ANNUITIES AND RETIREMENT

19.1 Establishing Annuities Deduction. In addition to the foregoing salary provisions, all teachers who elect to assign part of their salary to an annuity contract issued by an approved company and file such written election in the office of the Clerk-Treasurer on or before January 10, April 10, June 10, or September 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 up to two nonforfeitable annuity contracts 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.

19.2 Not in Lieu of Salary. It is understood and agreed between the Board and the teacher that the annuity premium payments by the Board, hereinafter 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.

19.3 No Tax Exempt Guarantee. 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, or their exclusion from FICA tax withholding requirements. It is further understood and agreed that the Board does not in any way guarantee the annuity contract.

19.4 Mutual Continuation. Continuation of teacher annuity premium payments by the Board throughout subsequent contract school years shall be determined by the Board and the Association.
19.5 Release From Contract. In the event the teacher is released during the school year, the Board’s obligation hereunder to pay annuity premium payments will terminate, effective as of the date of employment release and the annuity contract purchased on behalf of such teacher will be surrendered by the Board to such teacher.

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

19.7 Insurance Conversion. Teachers who reach 65 and continue their employment with the District shall convert to medical coverage under Medicare. The Board of Education will provide the cost of the supplemental premium under Medicare from age 65 until retirement. Teachers shall enroll in the Medicare program during the first enrollment period—preferably three (3) months prior to age 65.

19.7.1 Counseling. 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.

19.7.2 Payments for Sick Leave. Upon retirement under Utah State School Employees Retirement System provisions, an employee shall be paid an amount of money equal to 15% of the value of his/her accumulated sick 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.

19.7.3 Continuation of Insurance. Retirees shall have the right to continue their coverage for health and major medical under the conditions of the existing policy providing they pay the supplementary premium cost and make proper arrangements with the insurance office. Insurance coverage supplemental to Medicare is available to retired teachers, through the Utah State Retirement Board and private insurance carriers. Retired employees need only to select the plan of their choice and pay the required premium to acquire such coverage.
19.8 Early Retirement. Sections 19.8.1 and 19.8.3 of the Written Agreement remain the same with reference dates changed from 1982-83 to 1983-84.

19.8.1 Eligibility. Teachers may retire early at ages 60 through 64. A written request to retire shall be made to the Superintendent on forms available in the Personnel Office, not later than April 1. There shall be no limit to early retirements granted and approval for early retirements shall be given by mutual agreement of the Association and the Administration after an examination of service, seniority and how such retirements serve the best interests of the school district and teacher(s). The effective date of approved retirements shall be July 1 of the subsequent fiscal year. (This shall be an agreement for the 1983-84 school year.)

19.8.2 Payment for Sick Leave. 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.

19.8.3 Incentive Payment. 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:

- age 60 - $3,100;
- age 61 - $2,600;
- age 62 - $2,100;
- age 63 - $1,600;
- age 64 - $1,100.

The above payment stipends to early retirees cannot exceed the annual amount due under any age.

19.8.4 Earlier Eligibility. Any teacher under 60 years of age who qualifies and requests early retirement under the State Retirement 30-year plan may receive all the benefits given to retirees age 60 through 64 in the first five years following their retirement. In addition, these teachers may 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. Following age 65 retired teachers have the right to continue to pay premiums at group rates on a supplemental medicare program. A written request to retire shall be made to the Superintendent on forms available in the Personnel Office no later than April 1 of each year. There shall be
no limits to early retirements granted and approval for early retirements shall be given by mutual agreement of the Association and the Administration after an examination of service, seniority and how such retirements serve the best interest of the school district, and the teacher(s). The effective date of approved retirements shall be July 1 of the subsequent fiscal year. (This shall be an agreement for the 1983-84 school year.)

19.8.5 Payment Arrangements. 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.
<table>
<thead>
<tr>
<th>Step</th>
<th>B.A. Degree 30 Hrs.</th>
<th>B.A. Degree 60 Hrs.</th>
<th>M.A. Degree 30 Hrs.</th>
<th>M.A. Degree 60 Hrs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>13,467</td>
<td>13,927</td>
<td>14,756</td>
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<td>13,869</td>
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<td>3</td>
<td>14,236</td>
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<td>15,894</td>
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<td>4</td>
<td>14,857</td>
<td>15,663</td>
<td>16,503</td>
<td>16,849</td>
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<td>5</td>
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<td>16,272</td>
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<td>17,469</td>
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<tr>
<td>6</td>
<td>16,190</td>
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<td>17,778</td>
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<td>18,271</td>
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<td>—</td>
<td>—</td>
<td>26,467</td>
</tr>
</tbody>
</table>

SALT LAKE CITY SCHOOL DISTRICT
Teacher Salary Schedule 1983-84
FOOTNOTES

1. All teachers who were paid on the Ph.D lane prior to June 30, 1978, will receive 2.9% more than the corresponding step on the Master's + 60 lane up to and including Step 15. Such teachers who have reached the 15th Step of the salary schedule, who also hold a doctorate, may meet with the Superintendent to review the study which led to the doctorate. If the Superintendent determines that the doctorate contributes to the area in which the teacher is now assigned, that teacher shall receive a salary equal to the M + 60 column, Step 16, plus 2.9%. Should the Superintendent determine otherwise, the teacher shall receive no less than the M + 60, Step 16 salary.

2. After September 1, 1979, payment for a Master's Degree will be awarded only in the areas that relate to a teacher's teaching assignment or school or Board goals. The Master's Degree is counseling was recognized for salary placement for the 1980-81 and the 1981-82 school years, as per Board goals.

3. Teachers being paid on the B + 60 lane shall be granted payment on the Master's lane upon completion of an individual program of study developed with the aid of the D.C.R.C. and submitted to the Superintendent for approval. This program is not to exceed the equivalence of 15 quarter hours of study.

4. For teachers who are contacted to work less than full time or less than 9 months per year, the District agrees to pay the cost of the insurance premiums in the same proportion that the fraction of their contract relates to full time or the number of months relates to 9.

5. Salaries for employees contracted for more than 9 months will be calculated as per the following table:

<table>
<thead>
<tr>
<th>Months</th>
<th>Schedule Multiplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 months</td>
<td>1.000 (182 days)</td>
</tr>
<tr>
<td>9½ months</td>
<td>1.055 (192 days)</td>
</tr>
<tr>
<td>10 months</td>
<td>1.110 (202 days)</td>
</tr>
<tr>
<td>10½ months</td>
<td>1.168 (212 days)</td>
</tr>
<tr>
<td>11 months</td>
<td>1.225 (223 days)</td>
</tr>
<tr>
<td>12 months</td>
<td>1.291 (245 days; minus 10 days vacation)</td>
</tr>
</tbody>
</table>

6. The employee may elect to have the employer pay the employee's member contribution to the Utah State Retirement System as authorized by Utah Code Annotated, Section 49-10-20. Such election may be made by signing a form available in the Personnel Office. This election must
be made at the time of employment of the em­
ployee or during the thirty days immediately
preceding the first working day for the employee
following the beginning of each fiscal year of the
employer. This election is irrevocable for a per­
iod of three (3) years. If the employee makes
this election the employee's gross salary shall
be reduced by 3.95% of the salary schedule
amount.

**REFERRAL FOR PERFORMANCE ASSISTANCE**

<table>
<thead>
<tr>
<th>Educator</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>School</td>
<td>Assignment</td>
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Briefly describe concerns:

<table>
<thead>
<tr>
<th>Area of course:</th>
<th>Critical incident(s)</th>
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</thead>
<tbody>
<tr>
<td>Standards of expected student performance</td>
<td></td>
</tr>
</tbody>
</table>

- Learning environment
- Student control
- Strategies for teaching

**TEACHING EXPECTANCIES**

1. Determines 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. Demonstrates 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

PROCEDURAL GUIDELINES

A. Informal Performance Assistance Procedures:

1. The principal understands that informal/formal performance assistance should be directed solely in the scope and performance of the teacher's performance and duties in his/her teaching assignment.

2. The principal informs the teacher by conference and in written form the reasons for initiating informal performance assistance. Upon receipt of the written notification form, the teacher shall be on informal performance assistance for twenty (20) classroom days.

3. The principal observes and informs the teacher by conferences and in written form recommendations and strategies to enhance improved teaching skills.

4. The principal actively assists teacher on informal performance assistance by providing model teaching, visits to other programs, or teacher assistance within his/her own classroom.

5. During the twenty (20) classroom days of informal performance assistance, the teacher and principal shall meet at least four times to discuss teaching performance.

6. Informal performance assistance may be terminated by mutual consent during the twenty (20) classroom days.

7. No part of the informal performance assistance shall be filed in a teacher's personnel file.

8. During the process of informal performance assistance, the teacher may request representation of the Salt Lake Teachers' Association.

9. The principal makes the final decision and informs the teacher by conference and in written form.
B. Formal Performance Assistance Procedures -
Roles:

1. The learning specialist
   a. Review the reasons and application for performance assistance.
   b. Represents direct process for administration.
   c. To be designated by the Superintendent.
   d. Writes periodic reviews which the teacher and all team members receive.
   e. Assists teacher with teaching performance.
   f. Attends all periodic review meetings as deemed necessary by the teacher and performance assistance program personnel.
   g. Assists teacher upon teacher's request.
   h. At the conclusion of the performance assistance process the learning specialist, with the team, composes final letter. All members receive copy of letter to be received by the teacher on performance assistance. Copy will also be sent to SLTA Executive Director.

2. The principal:
   a. Initiates assistance or performance assistance procedures.
   b. Completes all necessary performance assistance forms in full compliance with Salt Lake City School District standards.
   c. Defines the need for performance assistance, with support statements.
   d. Writes periodic reviews, copies of which the teacher and all team members shall receive.
   e. Attends all periodic review meetings as deemed necessary by the teacher and performance assistance program personnel.
   f. Assists the teacher upon teacher's request.
   g. Makes the final decision of performance assistance.

3. The Association coordinator—designated by the Association:
   a. Reviews the reason and application for performance assistance with the team.
   b. Represents fair and equitable process for teacher on performance assistance.
   c. Liaison between Administration and teacher.
   d. Determines and instructs team members and teacher in proper performance assistance procedures.
   e. Writes periodic reviews, copies of which the teacher and all team members shall receive.
f. Attends all periodic review meetings as deemed necessary by the teacher and performance assistance program personnel.

g. Assists teacher.

h. Has mileage reimbursed upon request to Administration.

4. The grade-subject assisting teacher—designated by the Association:
   a. Works directly with teacher in the classroom (teacher with similar position).
      1. For time deemed necessary
      2. Substitute provided
      3. Mileage reimbursed upon request to Administration.
   b. Re-teach teacher:
      1. Model teaching
      2. Appropriate student control
      3. Positive attitude toward student
      4. Appropriate strategies for teaching—lesson plans, curriculum, etc.
      5. Adjusts techniques to different learning styles etc.
   c. Writes periodic reviews, copies of which the teacher and all team members shall receive.
   d. Attends all periodic review meetings as deemed necessary by the teacher and performance assistance program personnel.
   e. May request substitutes for teacher to visit other personnel.

5. The team assigned teacher to assist teacher on performance assistance:
   a. The performance assistance team may recommend a teacher to spend a period of time, from a week to a month, based on individual need, to work each day with the teacher on performance assistance.

These assisting teachers shall be employed from retired teachers, teachers on maternity or other leaves and suggested through the Association or Administration.

b. This teacher should make a final written report to the performance assistance team with recommendations for disposition.

6. Should any team member and/or the teacher on performance assistance disagree with the procedures or decisions he/she has the right to file a grievance.
RELEASED-TIME AGREEMENT

The District shall relieve the Association president of one-sixth (1/6) of the regular academic assignment for that individual. The principal and the president shall arrange the president's schedule to maximize the period of continuous uninterrupted non-classroom time for the president to devote to activities to serve the common interests of the Salt Lake City School District and the Association. The Association may secure additional released-time for the president by reimbursing the District one-sixth (1/6) of the salary and fringe benefits of the president for each segment so secured beyond the one-sixth portion provided by the District.

The parties agree to continue the practice of allowing periodic release of Association representatives for District and Association activities.

for the Association

for the District

Date

Date