8-30-1995

Salt Lake City School District Board of Education and Salt Lake Teachers Association (1995)

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Salt Lake City School District Board of Education and Salt Lake Teachers Association (1995)

Keywords
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Continuing

Written Agreement

Based on Principles of Shared Governance Between

The Board of Education of the Salt Lake City School District

and

The Salt Lake Teachers Association

1995-96

8/30/95 - 6/30/96

Extended 1 year 7/1-96

6/30/97
This **Continuing Written Agreement** has been approved and ratified by the Board and the Association and signatory by the parties this ___day of ___, 1995.

**Mary Rasmussen**  
President  
Salt Lake City Board of Education

**Elaine D. Tzourtzoulis**  
President  
Salt Lake Teachers Association

**Darline P. Robles**  
Superintendent  
Salt Lake City School District

**Nancy J. Smith**  
Contract & Negotiation Chair  
Salt Lake Teachers Association
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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.

1.1.1 Provisional Teacher. The term provisional teacher shall mean any teacher with less than three years of service in their District except as noted in 11.6.1. A provisional teacher is not eligible for career educator status on the Career Ladder.

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

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

1.1.4 Faculty. The term faculty shall mean all certified teachers paid from the teachers salary schedule who are assigned to individual schools.

1.2 Board.

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

1.3 Association.

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

1.4 District.

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

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

1.6 School Year.

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

1.6.1 Calendar. Every school must meet the minimum standard of 990 hours/180 days of instructional time established by the State Board of Education. Each school's calendar shall be based on the 1992-93 approved calendar for that school. Any calendar changes must be approved by the Central Office Staff. Schools which fall below 990 instructional hours for any reason must schedule make-up time.

1.7 Year of Service.

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

1.8 Site-Based Decision Making.

Site-based decision making decentralizes many decisions allowing those responsible for implementation to actually make the decision in view of their individual circumstances and challenges.

It is an ongoing, coordinated effort in which schools may choose to participate.

1.8.1 Site-Based Decision Makers. The Administrator(s), the School Improvement Council and the School Community Council are the site-based decision makers.
1.9 **FTE.**

The term FTE shall mean full time equivalent teacher.

1.10 **Prorated Benefits.**

All benefits provided through this Agreement are prorated which means that benefits are granted to teachers proportionately according to each teacher's FTE.

1.11 **Hours.**

Unless otherwise prescribed all references to hours in the Written Agreement shall be used exclusively for accounting purposes.

1.12 **Consensus.**

Consensus means a general agreement arrived at by those concerned. It does not mean 100% agreement, but an ability to accept and support the overall plan.

1.13 **Parity.**

Parity means that each party in a shared governance group has equal strength. One party cannot impose a decision upon the other.
Article 2
CONTRACTUAL EFFECT

2.1 Agreement Continuing Contract.

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

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

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

2.1.3 Non-Continuing Contracts. Non-continuing contracts may be issued to teachers if the teacher is:
   a. on provisional status,
   b. in a temporary position,
   c. in a position funded with "soft" money,
   d. the less senior member of the job share team.

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

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

2.2 Agreement Supersedes Policy.

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

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

Changes in any section of this agreement (basic rules, policy, administrative items, shared governance) shall be made only through established procedures of negotiation, and not 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 of the parties and will continue and remain in full force and effect until a successor agreement is obtained. Any provision of this agreement may be renegotiated at any time upon the mutual request of the Board and the Association. If either party does not wish to renegotiate the item, it shall become an item for negotiation at the first formal negotiations session.

2.5 Binding Effect.

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

2.6 Code of Ethics.

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

2.7 Equal Opportunity.

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

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

2.9 **Contract Waivers.**

Provisions of the Written Agreement shall not be waived unless approved in writing by the Superintendent and the Association President. The duration and exact provision shall be stipulated.
Article 3
RECOGNITION

3.1 Exclusive Representation.

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

3.2 Verification of Representation.

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

4.1 Exclusivity.

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

4.2 Association Use of Building.

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

4.3 Association Use of Facilities.

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

4.4 Committee Assignments.

All assignments of teachers to district-wide committees, including Shared Governance and Career Ladder committees, shall be made in consultation with the Association president.

4.5 Academic Freedom.

Academic Freedom is a vital part of an effective school system. The District and the Association acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with the performance of their professional duties. Accordingly, employees will have freedom in classroom presentations and discussions and may introduce materials relevant to course content. When doing so teachers should comply with their professional obligations in regard to state law, district and state school board policy and disclosure documents.
4.6 **Released Time.**

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

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

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

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

4.7 **Association Meetings.**

The first, third and fifth Wednesdays of every month are reserved for Association business. School or district meetings may be held on the second and fourth Wednesday of each month.
Article 5
NEGOTIATIONS

5.1 Negotiations Scope.

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

5.2 Initiating Negotiations.

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

5.3 Meetings.

Negotiations will be conducted at times and places mutually agreeable to the persons named by each party; however, the first meeting shall be on or before the last Monday in October. At the first negotiating session, procedural agreements concerning time and place of meetings and relations with press and other public media shall be established.

5.4 Exchange of Proposals.

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

5.5 Budgetary Data.

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

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

5.7 **Consultants.**

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

5.8 **Released Time.**

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

5.9 **Good Faith.**

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

5.10 **Distribution of Material.**

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

5.11 **Impasse.**

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

5.12 **Adopting Agreements.**

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

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

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

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

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

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

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

5.14 **Cost of Publication.**

The Board shall be responsible for the entire cost of printing and distribution of the published formal collective bargaining contract between the parties.
Article 6
GRIEVANCE PROCEDURE

6.1 Definitions

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

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

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

6.2 Purpose.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may 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.

6.3 Procedural.

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

6.3.2 Level Two - Formal. If the grievance cannot be solved informally, a formal written grievance (Form A) must be filed with the administrator or immediate supervisor. Form A shall also indicate that the PR&R Committee
a) has been given notice of the grievance, and,
b) has acknowledged such notice.

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

6.3.2.2 The aggrieved shall accept or reject the decision rendered on Form B. If rejected the grievance is referred to the Professional Rights and Responsibilities Committee on Form C.

6.3.3 Level Three.

6.3.3.1 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 who shall represent the administration at this level of the grievance procedure.

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

6.3.4 Level Four - Advisory Arbitration.

6.3.4.1 If the aggrieved person chooses to go to arbitration, the Association and the Administration shall 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 hearing promptly and shall issue their decisions not later than twenty (20) calendar days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statement and proofs are submitted to them.

6.3.4.2 The arbitrators shall submit to the Board written findings of fact, along with the reasoning behind the findings and recommendations on the issues submitted, to the Board at the next regular meeting of the Board. The findings and recommendations of the arbitrators shall be advisory only. The Board shall accept or reject the recommendations of the arbitrators or any portion thereof.
6.3.4.3 The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

6.4 Rights of Teachers and Representation.

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

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

6.4.3 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.

6.5 Miscellaneous.

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

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

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

6.5.4 Information. The Board agrees to make available to the aggrieved person and his representative all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
6.5.5 Release for Hearings. When it is necessary at any level for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent during the school day, the Superintendent's Office shall so notify the principal of such Association representatives and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

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

6.6 Review of Services.

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

6.6.2 Local Level.

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

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

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

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

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

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

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

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

6.6.9 Files. A folder containing the information gathered on each review is maintained for at least five years in the District Office and such folders are available for inspection by appropriate parties.
Article 7
SHORT TERM LEAVES OF ABSENCE

7.1 Parties to Procedures.

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

7.2 Procedures for Leaves.

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

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

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

7.3 Sick Leave.

7.3.1 Uses. All teachers employed by the Board shall be entitled to 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).

7.3.1.1 Allowance and Accumulation. The annual sick leave allowance for FTE nine-month employees shall be 80 hours at full pay with a maximum cumulative allowance of 1440 hours.
7.3.1.2 Limit Per Illness. The district will generally not provide FTE employees more than 960 hours of sick leave for the same illness.

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

7.3.2 Sick Leave Incentive Option.

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

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

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

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

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

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

7.3.2.7 Upon retirement Article 21.3 will remain in effect only for sick leave accumulated previous to enrollment in this sick leave plan.

7.3.2.8 To receive this benefit, a teacher must apply in writing on a form available in the Personnel Office, which form must be filed no later than ten days following the beginning of any school year.
7.3.2.9 A person may not drop out of the plan once in it.

7.3.3 Family Illness Outside of the Home. In cases of illness of any member of the teacher's immediate family as described in 7.3.1, who does not reside in the teacher's household, the teacher shall be entitled to use up to sixteen hours, plus sixteen hours for travel if necessary, to be deducted from accrued sick leave.

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

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

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

7.4 Sick Leave Bank.

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

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

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

7.4.3 Maximum Use. FTE Teachers may draw upon the Bank not to exceed 960 hours in any twelve month period (refer to 7.3.1.2). Moreover, sick leave will not exceed 960 hours accu-
mulatively for the same illness; exception(s) to be noted (refer to 19.6.2).

7.4.4 **Waiting Period.** After an FTE teacher has used all of his/her own accumulated sick leave there will be for each occurrence 40 hours without sick leave benefits before he/she starts to draw from the Sick Leave Bank.

7.4.5 **Administering Committee.** This bank shall be administered by the Sick Leave Bank Committee composed of the Administrator for Personnel Services as chair, two teachers, and three classified personnel.

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

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

7.5 **Personal Leave.**

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

7.5.2 **Additional Leave.** Eight additional hours will be granted during the annual term of the contract with substitute cost to be deducted from the teacher's salary.
7.5.3 **Accumulation.** A teacher may accumulate up to 40 fully paid hours of personal leave. After a teacher has accumulated 40 hours each additional unused personal leave hour will be added to the teacher's accumulated sick leave. The annual partially paid hours are not accumulative.

7.5.4 **Sick Leave Conversion.** After all personal leave has been used, an employee may, with the approval of the Administrator for Personnel Services, use hours of accumulated sick leave for additional hours of personal leave.

7.6 **Bereavement Leave.**

7.6.1 **Entitlement.** Any FTE 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 forty hours leave in event of a death in the teacher's immediate family. Immediate family shall mean: (1) spouse; (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.

7.6.2 **Other Limited Uses.** Eight hours for funeral plus not more than 16 hours travel time, if necessary, for brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren and grandparents.

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

7.7 **Temporary Leave.**

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

7.7.1 **Legal Proceedings.** The time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceedings, if the teacher is required by law to attend (less any remuneration received for such service).
7.7.2 Jury Duty. Teachers shall be granted leave with pay for jury duty. Such leave will be leave with pay less any remuneration for such services.

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

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

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

7.8 Military 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.

7.9 Attendance at Professional Meetings.

Leaves of absence, with or without pay, may be granted for the purpose of attending conventions, conferences, workshops or committee meetings. The following policy has been outlined for determining teacher attendance at professional meetings.

7.9.1 Requests. Any teacher wishing to attend a professional meeting must submit a written application to the chairman of the
District Inservice Education Committee. The application must be signed by the school principal and should be submitted as soon as possible after the professional meeting is announced.

7.9.2 Approval Procedures. Approval for teachers to attend professional meetings shall be determined by the Inservice Committee. The criteria for approval shall include, but not be limited to: teaching assignment, leadership position, seniority, and previous professional meeting attendance.

Preference shall be given to applications for attendance at professional meetings held in the western United States. However, professional meetings held in other states shall be considered.

7.9.3 Membership. Insofar as possible, teachers should be members of the organization whose professional meeting they wish to attend.

7.9.4 Sharing Data. Teachers who attend a professional meeting must be willing to meet with other teachers and conduct inservice if requested.

7.9.5 Expenses. Teachers attending professional meetings will be reimbursed as follows: mileage/transportation (air fare-tourist); per diem up to four days at current approved Board rates applicable to everyone; professional meeting registration fee, but does not include organizational membership; and transportation to and from airport up to approved amount.

7.9.6 Additional Professional Meeting Requests. When teachers request to attend professional meetings and workshops in their area of assignment beyond budget limitations, consideration will be given through the Inservice Education Committee for their attendance by:
   a. no deduction in salary
   b. deducting cost of substitute
   c. use of personal leave
   d. at own or partial expense

7.9.7 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 professional meetings. Policies governing this matter are as follows:
   a. no deduction in salary
b. deducting cost of substitute

c. use of personal leave

d. at own or partial expense

7.9.8 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 recommendation 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 professional meetings and workshops.

7.9.9 Indicating Policy for Reimbursement. Requests to attend professional meetings 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.

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

7.10 Deductible Leaves.

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

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

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

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

7.11 **Partial Deduction.**

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

7.12 **Reporting.**

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

7.13 **Priority of Substitute Teachers.**

Teachers who are requesting sick leave have priority over teachers who are attending local inservice and/or professional meetings.
8.1 Compulsory Military Service.

8.1.1 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 discharge from the armed forces.

8.1.2 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.

8.1.3 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.

8.2 Extended Leave.

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

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

8.2.2 Length of Leave. An approved leave of absence except as noted in 8.3.2 (60 calendar days or less) will extend to the beginning of the following school year or the first day of the second semester as mutually agreed upon at the time of taking leave. Requests for exceptions will be reviewed by the Association and the District and approved only by mutual consent.
8.2.3 No Compensation. The teacher will receive no compensation from the school district during the period of his/her leave of absence except as he/she might qualify for sick leave pay. To qualify for sick leave pay the absence must be occasioned by illness or disability; an employee must be disabled at the commencement of the leave period. Employees who while on a leave of absence without pay might become ill or disabled are not entitled to sick leave pay.

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

8.3 Return from Extended Leave.

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

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

8.3.3 Return from Leave/Unassigned. Teachers returning from leave whose position has been eliminated through processes identified in 14.3.2 shall be considered "unassigned" and treated according to 14.5.2 of this agreement.

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

Sabbatical leaves for teachers are provided under the following regulations:

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

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

8.4.3 Filing. Applications made upon forms to be furnished by the board shall be filed with Personnel Services during the month of January preceding the school year of the anticipated sabbatical leave.

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

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

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

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

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

8.4.8 Reemployment Guaranteed. A teacher who accepts a sabbatical leave of absence is assured reemployment, and upon return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.
8.4.9 **Return to Position.** A teacher must have the approval of the Superintendent for a sabbatical leave. The full terms of the leave shall be negotiated with the Superintendent and confirmed in a letter to the teacher including whether the teacher is returned to the school and/or assignment he/she is leaving or returning as an "unassigned" teacher. A teacher replacing a teacher on sabbatical leave who has been assured that he/she may return to his/her present assignment shall be made aware through written notification that the assignment is temporary.

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

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

8.5 **Renewal Leave.**

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

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

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

8.6 **Medical Verification.**

The Board in its discretion may require written verification from a doctor of medicine of the district's choosing as to the teacher's physical and/or mental condition, ability and advisability of either remaining at work or of returning to work.
Article 9
TEACHER PROTECTION AND
STUDENT DISCIPLINE

9.1 Obligations and Reports.

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

9.2 Information.

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

9.3 Procedures for Teacher Defense.

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

9.4 Immediate Action.

In the event that a teacher has claimed to have suffered physical threat, injury, or abuse involving a student, pending a legal deci-
sion 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.

9.5 Liability Insurance.

To the extent, and only to the extent, that the district may be liable for the teacher's conduct under applicable Utah law, the Board agrees to provide liability insurance coverage for the benefit of the teacher, such coverage 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.

9.6 Directive Control.

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

a. Quell a disturbance threatening physical injury to others or for controlling disruptive situations.

b. Obtain possession of weapons or other dangerous objects upon the person of any individual or within his control.

c. Defend themselves.

d. Protect persons or property.

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

9.7 Teacher Judgment and Board Support.

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

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

9.9 **Personal Property Protection.**

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

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

9.10 **District Negligence.**

Whenever anyone suffers injury or loss as a result of district negligence, the district is legally responsible for that loss. The district is insured for such losses and anyone so injured should file a claim.
Article 10
STAFFING AND STAFF REDUCTION

10.1 Seniority.

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

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

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

10.2 Reduction in Force.

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

10.2.2 Reduction by Seniority. For the purpose of determining which teacher(s) should be released from duties, the Superintendent in consultation with the Association President or their designees shall first give consideration to the instructional needs of the district. Consideration shall then be given the teacher in the district with the least seniority, and if the instructional needs of the district can be adequately met by the remaining teachers then that teacher will be released from duties. If the instructional needs of the district cannot be adequately met or if more teachers are to be released from duties, consideration shall then be given the teacher with the next least seniority in the district, and so on until the task is completed.
10.2.3 **Equal Opportunity.** Implementation of these provisions shall give consideration to the Equal Employment Opportunity Act of 1972.

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

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

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

10.3 **Staff Maintenance.**

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

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

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

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

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

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

10.3.6 **Qualifications.** The District will assign teachers according to State Board of Education guidelines:
   a. teaching major and/or minor
   b. equivalency
   c. educational areas in which the teacher has demonstrated competency

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

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

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

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

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

10.4 **Class Size.**

The parties shall make strong efforts to attain reasonable class size loads.

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

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

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

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

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

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

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

10.5.1.1. Shared Governance. In cases where job sharing is deemed to be appropriate, the teacher's daily and weekly work schedules will be arranged by the job sharing team and presented to the School Improvement Council (SIC) for approval.

10.5.1.2 Percent of Job. No teacher in a job share arrangement shall be assigned classroom duties of less that .5 FTE weekly. Job responsibilities outside the classroom shall also be shared equally.

10.5.1.3 Schedule. The job sharing work schedule will be described on the school organization report (3-B). It will not be deemed appropriate to adopt schedules which anticipate long absences of teachers. Such absences should be treated as extended leaves without pay.

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

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

10.5.4 FTE Modification. A part-time teacher being increased to full-time or a full-time teacher being reduced in FTE, upon his/her request, may remain at his/her present school in spite of the seniority status of teachers wishing to be transferred into that school, providing there is a vacancy and providing the teacher is qualified to fill the vacancy.
10.5.5 Absences. Whenever a sharing teacher is absent from his/her work as per the pre-arranged schedule, a record of his/her absence will be maintained by the principal and, where appropriate, will be reported to the Payroll Office. The absence may be covered in one of the following ways:

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

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

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

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

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

10.6 Interns.

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

11.1 Purpose. The desired purposes of evaluation are to allow the Educator and the District to:
   a. Promote the professional growth of the teacher.
   b. Identify and encourage teacher behaviors which contribute to student progress.
   c. Identify teacher strengths and weaknesses.
   d. Improve the education system.

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

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

11.1.4 Review. A teacher who is not satisfied with the written summative evaluation has 30 days to request a review of the evaluation.
11.1.5 Notification. At least sixty (60) calendar days prior to the end of the school year, a teacher whose performance has been determined to be inadequate shall be notified of the summative evaluation results and the evaluator's recommendations. Supplementary evaluations may be performed for good cause after that date.

11.2 Evaluation Expectations.

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

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

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

11.2.3 Teaching Expectancies.

11.2.3.1 Teachers are committed to students and their learning.

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

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

c. Teachers assess students equitably and document their progress.

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

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

a. Teachers appreciate how knowledge in their subjects is created, organized and linked to other disciplines.
b. Teachers command specialized knowledge of how to convey a subject to students.
c. Teachers generate multiple paths to knowledge.

11.2.3.3 Teachers are responsible for managing and monitoring student progress toward performance standards and results.
   a. Teachers use multiple methods to meet these standards and results.
   b. Teachers organize learning in group or individual settings.
      1. Teachers establish a classroom atmosphere conducive to developing positive attitudes and meaningful student behaviors.
      2. Teachers explain and administer the rules of conduct in a reasonable and prudent manner and keep appropriate documentation of disciplinary action.
   c. Teachers place a premium on student engagement.
   d. Teachers regularly assess student progress and adjust their practices accordingly.
   e. Teachers are mindful of the principal goals for each learner.

11.2.3.4 Teachers think systematically about their practices and learn from experience.
   a. Teachers, in making difficult choices, adapt their practices in determining what is in the best interest of their students.
   b. Teachers seek the advice of others and draw on educational research and scholarship to improve their practices.

11.2.3.5 Teachers enhance the learning of their students by participating in learning communities.
   a. Teachers contribute to school effectiveness by cooperating with other professionals and staff when appropriate.
   b. Teachers work collaboratively with parents or guardians.
   c. Teachers utilize school, district and community resources to enhance student learning.
   d. Teachers support written district and school policies.

11.2.4 Academic Qualifications. When teachers are assigned to positions for which they are not academically qualified, the
evaluation of such teachers shall take into consideration the circumstances of their academic qualifications.

11.3 **Informal Assistance.**

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

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

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

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

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

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

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

11.4 **Remediation.**

11.4.1 **Determination.** If the principal, based upon Sections 11.2 and 11.3, determines that Informal Assistance has not solved the problem, remediation shall be instituted.
11.4.2 Process. The remediation process shall be conducted as follows:

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

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

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

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

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

The Chairperson.

a. is designated by the Superintendent.
b. Reviews the reasons and Referral Form for Remediation with the Team.
c. Schedules and attends needed review meetings as determined by the teacher and the Team.
d. Writes the Remediation Plan in conjunction with the teacher and the Team.
e. Writes periodic Team reviews and gives copies to the teacher and the Team members.
f. Assists teacher with teaching performance.
g. At the conclusion of the Remediation process, writes the final Remediation Team Report to the Superintendent. Gives copies to the teacher, Team members, and Association.
The Principal.
a. Initiates Remediation Procedures.
b. Completes all necessary Remediation forms in compliance with District standards.
c. Defines the need for Remediation with support statements.
d. Observes teacher and writes periodic reviews giving copies to teacher and Team members.
e. Attends all review meetings.
f. Assists the teacher.
g. Makes the final decision of Remediation.

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

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

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

11.4.3 Disagreement. Should any member of the Remediation Team, or the teacher, disagree with any procedure or decision, he/she has the right to file a Grievance, Request for Review of Services, and/or a minority report.

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

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

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

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

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

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

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

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

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

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

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

11.5 No Transfers.

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

11.6 Provisional Teachers. (see definition under 1.1.1)

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

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

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

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

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

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

11.6.5 Transfers. Under most circumstances it is desirable for the provisional teacher to remain at one school for the period of provisional status.
12.1 Termination for Failure to Meet Remediation Assistance Standards.

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

12.2 Termination Procedures for Other Causes.

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

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

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

12.2.4 Selection of Hearing Examiner. In the event that it should be decided to appoint a Hearing Examiner(s), as provided in orderly termination statute, 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.
12.2.5 Restoration of Records and Benefits. In all cases where the final decision is made in favor of the teacher, the charge or charges against him/her shall be expunged from the records. If, pending final decision as to his/her dismissal, such teacher has been suspended and, therefore, has suffered loss of salary, he/she shall be reimbursed in full for this time lost.

12.3 Voluntary Termination of Employment (Resignation).

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

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

12.3.3 After July 1st (May 1st for the year-round schools) of each year, a teacher may terminate employment contract upon giving written notice to the Administrator for Personnel at least 30 calendar days prior to termination.
Article 13
EMPLOYMENT STATUS

13.1 No Alteration of Duties.

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

13.2 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.

13.2.1 Notice of File Entries. Material 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 having read such material by signing the actual copy to be filed. Such signature does not necessarily indicate agreement with content of the material.

13.2.2 Response to File Contents. The teacher shall have the right to answer any material filed, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
Article 14
TRANSFERS AND ASSIGNMENTS

14.1 Voluntary Transfer.

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

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

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

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

14.1.5 Hiring Process. Using a common set of criteria, principals, in consultation with the SIC, will review all transfer requests and select the candidates to be interviewed. If fewer than three qualified career teachers have applied, the principal may request additional outside recruitment and consider applicants from outside the district along with any career teachers.
Candidates to be interviewed will be personally notified by the school. After interviewing and considering these candidates, the principal, in consultation with the SIC will select the most qualified candidate. In the event none of the internal applicants meets the prerequisites for the position, the principal may request additional outside recruitment. In this event, the principal shall justify to the Administrator for Personnel Services, the reasons why none of the internal applicants could be selected. The Administrator for Personnel Services will verify with the Association that full consideration and due process were given to all career teachers applying for the position.

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

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

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

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

14.1.7 School Year Transfers. If a vacancy occurs during the school year, it will be filled on a temporary basis until the end of the school year. The vacancy will then be posted and filled in accordance with sections 14.1.1 through 14.1.5.

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

14.1.9 Trades. Teachers who desire to initiate cooperative trades between schools may do so with the approval of the teachers involved, the principals involved and the Administrator
of Personnel. Trades must have written limits stating (1) the minimum length of the trade period, and (2) any guarantee of return to the original schools, grade levels, teaching assignments, rooms, etc., at the end of the trading period.

14.2 Involuntary Transfers and Assignments.

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

14.2.2 Meeting/Reasons/Objection. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the 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 designee to resolve the matter.

14.2.3 Information. The Administrator for Personnel Services shall make available to the Association requested information pertaining to individual reassignments and/or transfers.

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

14.3 Unassigned Status.

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

14.3.2 SIC Identifies Unassigned. For the purpose of determining which teacher(s) should be unassigned, the School Improvement Council shall first give consideration to the in-
structional needs of the school. The SIC shall then consider the teacher in the building, including those on leave of absence, 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, including those on leave of absence, with the next least seniority in the district, and so on until the task is completed.

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

14.3.3 Reporting Unassigned. The principal, in cooperation with the School Improvement Council, shall report to the Administrator for 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 for 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.

14.3.4 Assignment/Load Committee. A committee chaired by the Administrator for 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.

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

14.4 Priority of Assignment.

The priority of assignment shall be:

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

14.4.3 Unassigned teachers and sabbatical leave returnees whose specific assignment was not agreed upon at the time the leave was granted. These teachers will be given consideration and will be assigned in accord with provisions of Article 14.5.2.

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

14.4.5 Teachers new to the District.

14.5 Filling Vacancies.

14.5.1 SIC Identifies Vacancy. For the purpose of determining the nature of a vacancy within a school, the SIC shall first consider the instructional needs of the students. In cooperation with the School Improvement Council, the principal will describe on a written district form the educational qualifications needed to fill the vacancy, giving consideration to the totality of the assignment, including the academic subject matter, extracurricular needs, and FTE. Before the report is submitted to the Administrator for 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.

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

14.5.3 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 14, may initiate and implement transfers and reassignments of teachers. The Administrator for Personnel Services shall simultaneously notify the Association of such ac-
tion by letter. Such actions are subject to later review by the ALC.

14.5.4 Counselors. In assignment of counselors, the Counselors' Selection Committee, composed of the Director of Pupil Services, principal(s) and association 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 14.5.1-2 above.
Article 15
SHARED GOVERNANCE

15.1 Policy.

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

15.2 No Loss of Professional Advantage.

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

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

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

15.3 District Shared Governance.

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

15.4 School Improvement Council.

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

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

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

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

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

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

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

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

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

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

15.4.8 Programs and Approval. The council shall 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.

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

15.4.10 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 prior to the first teaching day of the school year.

15.4.11 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 5th of each year.

15.5 School Community Council.

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

15.5.2 Composition. The principal, the PTA president, and the PTA president-elect serve as members and each of these shall nominate one community representative to serve as members. Three additional members shall be nominated by the majority of the council at the first meeting of the school year, with specific emphasis on placing members of minority groups and geographical areas which have not been considered in previous elections. All members of the School Improvement Council shall also be members of the School Community Council.

15.5.3 Operation. The School Community Council shall operate with the following guidelines for its direction:
   a. Terms of representation for any patron member of the council should not exceed three successive years.
b. Ad hoc committees may be appointed by each individual council. The findings of such committees shall be reported to the council.
c. Additional participation or representation on the council shall be determined by the council as needs arise.
d. Minutes of the council proceedings are to be recorded and distributed to the members.
e. The council shall meet monthly and more often if business dictates. The Chair shall be elected by the council in the spring, to serve a one-year term beginning the following autumn. The Chair shall be elected from among current council members who have been on the council for at least one year. Operating procedures of the council shall be determined through mutual agreement of the SIC and the patron members of the SCC.
f. The council is one of the site-based decision makers as defined in section 1.8.
g. Before a site-based decision is made, a quorum consisting of one-half the membership of each group including parents, faculty and administrators must be present.
h. Items which cannot be resolved by the School Community Council may be referred in writing to the Superintendent.
i. The council shall use an open agenda, making it possible for individual members of the council to introduce any items of business or points of view to be considered.

15.5.4 Annual Training. A district training session on shared governance, complete with materials, shall be conducted early in the school year for principal, SIC and SCC chairs and PTA presidents.

15.6 Student Services Council.

15.6.1 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.
15.6.1.1 Elementary Schools. The principal, a special education teacher, social worker/counselor, and a regular education teacher shall serve as members.

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

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

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

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

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

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

15.7 Governance Areas.

15.7.1 School Day. The regular school day shall be scheduled in each school by the School Improvement Council 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.
15.7.1.1 Teacher Availability. Teachers, as professionals, will be available as needed by appointment to consult with students, parents or administrators before the beginning of classwork in the morning and after the regular dismissal of students.

15.7.2 Planning 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.

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

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

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

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

a. The district Shared Governance Committee shall formulate no fewer than three (3) specific calendars, including dates for elementary planning, to be distributed to the School Community Councils for prioritization.

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

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

15.7.5 Meetings. At the beginning of the school year, a regular time should be established for faculty meetings. Attendance at these meetings is expected. Faculty meetings held at other times should be scheduled 48 hours in advance. Whenever possible, an agenda should be posted 24 hours in advance. Inservice meetings for the entire faculty held after school hours shall be approved by the SIC. The SIC shall establish rules and regulations for its meetings in accordance with the Written Agreement. The SCC shall establish rules and regulations for its meetings in accordance with the Written Agreement.

a. Of the six career ladder days three are for district wide purposes. One is for building and/or department purposes and two are for individual planning and preparation.

b. Teacher work days. The two contract teacher work days are for district wide purposes.

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

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

15.7.8 Budgets. Members of the School Improvement Council shall give feedback to the principal on the use of resources in individual school budgets. At the beginning of the school year (September), the principal will provide information to the SIC on expenditures from individual school budgets during the previous year and information on planned expenditures for the current year. In the spring of the year (April), the principal will provide information to the SIC on expenditures for the current school year and planned expenditures for the balance of the year and the succeeding year. This information will be available to each individual teacher and will be in such detail and form as is agreeable to the SIC. Individual school budgets such as:
A.V. Supplies       H.S. Site Based Budgets
Career Ladder      Intrmd. Intramurals
Discretionary Eqp.  Library Books
E.B.C.E. (High Scl) Periodicals
Elem. P.E. Aides    School Improvement Budget
Field Trips         Supply & Textbook
Girls Activities, HS

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

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

15.8 Summer School Program.

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

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

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

15.8.4 Preference. Teachers currently employed and who plan to return to the district shall have preference.
15.9 **Teacher Facilities.**

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

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

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

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

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

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

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

15.9.7 **Involuntary Relocation.**

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

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

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

15.9.8 Supplies.

15.9.8.1 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.

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

15.9.8.3 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.

15.9.8.4 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: Director of Purchasing, memo of 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. 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 and we will do our best to solve the problem."

15.10 **Cooperation on Innovative Practices.**

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

15.11 **Child Care.**

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

15.12 **Legislative Programs.**

Legislative programs should be facilitated through the established shared governance procedures as defined in this Agreement. Committees or other groups should not be formed to fulfill the requirements of legislative action with the intention of circumventing the provisions of this Agreement.
Article 16
PROCEDURES FOR PAYMENT PROGRAMS

16.1 Professional Growth.

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

16.2 Salary Lane Adjustments.

16.2.1 Adjustments in salary lanes due to completion of additional training will be effective the first day of the teacher's contract year providing the credits are appropriately documented in the Personnel Office between April 1 and September 15.

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

16.3 Lane Change Qualification.

A teacher desiring to qualify for a lane change must submit to Personnel Services a list of credits justifying the lane change on forms provided by Personnel Services. Official transcripts and/or documentation of completion and acceptance for credit of all courses requiring DCRC approval must be attached.

16.4 Salary Movement.

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

16.5 District Certification Review Committee.

The District Certification Review Committee (DCRC) shall be composed of six members: three teachers selected by the Association and three administrators. This committee shall develop criteria to be accepted for lane change.
16.6 Criteria for Credit.

16.6.1 University Credit. University credit either undergraduate or graduate must be earned subsequent to completion of the most recent degree and qualification for certification and does not need to be approved by DCRC.

16.6.2 In-Service Training. In-service courses/workshops conducted by the District or any school shall receive credit upon approval of the In-service Education Committee. In-service credit shall be awarded for approved classes on a ratio of 1 quarter hour for each 10 hours in class. In-service courses from outside the District must be submitted to the District Certification Review Committee.

16.6.3 Acceptable Credit and Expectations. In-service courses/workshops based on the following criteria will be acceptable for salary lane change:

a. Courses in the area of teaching major or minor.
b. Courses in the area of present teaching assignment.
c. Courses that meet the district goals.
d. Courses that meet the needs of the district including classes in multicultural awareness, mathematics and science.

16.6.4 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.

16.7 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.
16.8 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.

16.9 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.

16.10 Effective Date.

These guidelines for granting lane change became effective January 1, 1977.

16.11 Schedule Footnotes.

16.11.1 Ph.D. Lane. Teachers who have reached the 13th 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 lane, Step 13, plus 2.9%. Should the Superintendent determine otherwise, the teacher shall receive no less than the M + 60, Step 13 salary.

16.11.2 Master's Degree. Payment for a master's degree will be awarded only in the areas that relate to a teacher's major or minor, school assignment, school goals or Board goals.

16.11.3 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 DCRC and submitted to the Superintendent for approval. This program is not to exceed the equivalence of 15 quarter hours of study.

16.11.3.1 Teachers who complete 15 hours of course work that is required by their teaching assignment for additional subject matter endorsement shall be automatically moved from the B + 60 lane to the Masters lane upon application for lane change and verification of the new endorsement.
16.11.4 **Extended Year Salary.** Salaries for employees contracted for more than 9 months will be calculated as per the following table:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 months</td>
<td>Schedule x 1.000 (182 days)</td>
</tr>
<tr>
<td>9½ months</td>
<td>Schedule x 1.055 (192 days)</td>
</tr>
<tr>
<td>10 months</td>
<td>Schedule x 1.110 (202 days)</td>
</tr>
<tr>
<td>11 months</td>
<td>Schedule x 1.225 (223 days)</td>
</tr>
<tr>
<td>12 months</td>
<td>Schedule x 1.291 (245 days)</td>
</tr>
<tr>
<td></td>
<td>minus 10 days vacation</td>
</tr>
</tbody>
</table>

16.12 **Cooperating Teachers.**

All teachers who supervise student teachers from any of the training institutions shall be compensated according to the policy of each institution.
Article 17
SALARY AND SCHEDULE PLACEMENT

17.1 Verification of Salary.

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

17.2 Negotiations.

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

17.3 Summer Pay.

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

17.4 Index Schedule.

An index salary schedule (a copy of which is in the 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 combined 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 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.

17.5 Placement on Salary Schedule.

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

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

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

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

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

17.6 Salary Schedule to All Teachers.

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

17.7 Employment Renewal Assumed.

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

17.8 No Individual Action.

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

17.9 Statute of Limitations.

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

17.10 Savings Program.

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

17.11 Career Ladder Days.

Teachers who do not wish to work the additional career ladder days may choose not to. Sick leave, personal leave, etc., may not be used on a career ladder day.
Article 18
EXTRACURRICULAR ACTIVITIES

18.1 Extracurricular Allocation.

Each high school shall be furnished a sum equal to 2.85 times the salary at the first step of the first lane of the teacher salary schedule to be used for payment of teaching personnel directing the extracurricular activities.

18.2 Disclosure.

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

18.3 Distribution.

The amounts assigned for each activity shall be determined by the School Improvement Council by:

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>No. of days for Head Person</th>
<th>No. of Asst's.</th>
<th>No. of days for each Assistant</th>
<th>Total No. of days for activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drama</td>
<td>1.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plays</td>
<td>(2 each year-8 days each)</td>
<td>1 per.</td>
<td>3</td>
<td>16.0</td>
</tr>
</tbody>
</table>

77
<table>
<thead>
<tr>
<th>Activity</th>
<th>No. of days for Head Person</th>
<th>No. of Asst's.</th>
<th>No. of days for each Assistant</th>
<th>Total No. of days for activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical</td>
<td>1 per.</td>
<td>9</td>
<td></td>
<td>20.0</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></td>
<td></td>
<td>5.0</td>
</tr>
<tr>
<td>Instrumental Music</td>
<td>6.5</td>
<td></td>
<td></td>
<td>6.5</td>
</tr>
<tr>
<td>Choral Music</td>
<td>6</td>
<td></td>
<td></td>
<td>6.0</td>
</tr>
<tr>
<td>Newspaper</td>
<td>2.5</td>
<td></td>
<td></td>
<td>2.5</td>
</tr>
<tr>
<td>Yearbook</td>
<td>2.5</td>
<td></td>
<td></td>
<td>2.5</td>
</tr>
<tr>
<td>Stage</td>
<td>3</td>
<td></td>
<td></td>
<td>3.0</td>
</tr>
<tr>
<td>Pep Club</td>
<td>5</td>
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18.3.2.1 Equity Adjustments. Of the above sum, 0.35 times the salary at the first step of the first lane of the
teacher salary schedule will 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.

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

18.3.2.3 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.

18.4 Sterling Scholar Stipends.

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

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

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

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

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

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

19.2 Cost Containment.

19.2.1 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.

19.2.2 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 policy holder 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.

19.3 Unpaid Leave Benefits.

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

19.4 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.
19.5 **Life.**

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

19.6 **Long Term Disability Insurance.**

19.6.1 **Payment.** The Board shall make available to the teachers a long term salary protection and waiver of retirement contribution plan as approved by the Board. This protection program does not apply to teachers over 65 years of age or to hourly or non-contract teachers. A teacher is eligible for the long term disability insurance policy at the Board's expense beginning the school year following the teacher achieving 15 years of total service to the District. To receive this benefit the teacher must apply in writing on a form available in the Personnel Office, which form must be filed no later than 10 days following the beginning of the school year. Teachers who are not eligible for the district-paid LTD insurance are encouraged to provide themselves with such coverage.

19.6.2 **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.

19.6.3 **Re-employment.** Teachers returning from long term disability with a physician's clearance to return to work shall be assigned to the first available vacancy. The district and association shall make every effort to place the teacher in an appropriate position.
20.1 Establishing Annuities Deduction.

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

20.2 No Tax Exempt Guarantee.

While it is intended that the annuity premium payments will be tax exempt to the teacher, pursuant to the provisions of Section 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.

20.3 Release from Contract.

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

20.4 Limited Company Recognition.

The Board may limit the number of annuity contract companies which it will recognize as agents for the annuity program.
Article 21
RETIREMENT

21.1 Counseling.

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

21.2 Continuation of Insurance.

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

21.3 Payments for Accumulated Leave.

Upon retirement under Utah State School Employees Retirement System provisions, or early retirement as defined in 21.4 of this Agreement, an employee shall be paid an amount of money equal to 18.5% of the value of his/her accumulated sick leave and accumulated fully paid personal leave based on his/her annual salary at the time of retirement. All days shall be calculated at 1/182 of the final annual salary for all days accumulated.

21.4 Early Retirement.

21.4.1 Eligibility. Any teacher employed by the Board for at least ten (10) years and who qualifies for State Retirement benefits may choose to receive district retirement benefits until age 65 or for a maximum of five (5) years, whichever comes first. This shall apply to the number of applicants listed in the table below. The Association shall determine and conduct the application and selection process for early retirement of the number of applicants listed in the table below, and for the additional qualified applicants who receive the insurance benefits as described in Article 21.4.2.2 only. Additional qualified applicants as listed in the table below shall be granted early retirement benefits provided it is determined 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 district and the teacher(s).

<table>
<thead>
<tr>
<th>Years</th>
<th>Number of Qualified Applicants to Receive Insurance/Incentives Chosen by Association</th>
<th>Number of Qualified Applicants to Receive Insurance/Incentives Chosen by Mutual Agreement</th>
<th>Number of Applicants to Receive Insurance Only</th>
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<tbody>
<tr>
<td>1993-1994</td>
<td>8</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>1994-1995</td>
<td>6</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>1995-1996</td>
<td>4</td>
<td>1</td>
<td>16</td>
</tr>
<tr>
<td>1996-1997</td>
<td>2</td>
<td>0</td>
<td>18</td>
</tr>
<tr>
<td>1997-</td>
<td>0</td>
<td>0</td>
<td>18</td>
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</table>

21.4.1.1 **Formula.** Applications for early retirement shall be ranked according to the following formula:

a. Two points for each year as a district educator.
b. One and one-half points for each year of age as of June 30 of retirement year.
c. One point for each year as a public educator outside the district.
d. The applicants with the highest total points shall be approved for early retirement. In the event of a tie seniority ranking shall rule.

21.4.2 **Incentive Payments.**

21.4.2.1 **Schedule.** The Board will assume the cost according to the following schedule:

<table>
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<th>If Teacher is under Age 60 Year of Retirement</th>
<th>Percent of Final Salary</th>
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<tr>
<td>First Age 60 on June 30</td>
<td>12.35%</td>
</tr>
<tr>
<td>Second Age 61 Over</td>
<td>10.36%</td>
</tr>
<tr>
<td>Third Age 62 on June 30</td>
<td>8.37%</td>
</tr>
<tr>
<td>Fourth Age 63</td>
<td>6.38%</td>
</tr>
<tr>
<td>Fifth Age 64</td>
<td>4.38%</td>
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21.4.2.2 **Insurance.** The Board, at its expense shall maintain health, major medical, and life insurance benefits for early retirees for the first five (5) years or until age 65, whichever comes first. Teachers approved
for early retirement benefits may continue to pay premiums, at group rates, on health, major medical, and life insurance during any years following the receipt of early retirement benefits until age 65. Following age 65 retired teachers have the right to continue to pay premiums at group rates on a supplemental Medicare program as per section 21.2.

21.4.2.3 Payment Arrangements. Payment will be made no less often than monthly beginning in July of the first year of retirement. If teachers want to delay payment for tax planning purposes they may arrange for a lump sum payment on January 1st of the year following the effective date of early retirement.
<table>
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