

PROFESSIONAL AGREEMENT

Between

THE BOARD OF EDUCATION  
OF  
GRANITE SCHOOL DISTRICT

and

THE GRANITE EDUCATION  
ASSOCIATION INCORPORATED

*Covering the Period*

*July 16, 2004 through July 15, 2007*

Granite School District  
340 East 3545 South  
Salt Lake City, Utah 84115

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## P R E A M B L E

The Board of Education of Granite School District (hereinafter referred to as the "Board") and the Granite Education Association, Inc. (hereinafter referred to as the "Association") hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS

- 1.1 **Teacher** shall mean all professional employees of the district who are paid on the teacher salary schedule and who are required to be and are licensed by the State Board of Education, including teachers on leave of absence granted pursuant to this Agreement, and excluding district administrative coordinators and all employees who are paid from an administrative salary schedule.
- 1.2 **Provisional Contract Teacher** shall mean all regularly assigned teachers working half-time or more each day who have not yet completed three continuous years of contract employment as a teacher in Granite School District. Regular contract teachers who have an interruption in service of six years or more shall be provisional contract teachers for the first year following their return.
- 1.3 **Regular Contract Teacher** shall mean all regularly assigned teachers (except specially funded program teachers), working half-time or more each day, who have completed the provisional period described above.
- 1.4 **Temporary Teacher** shall mean all teachers who are employed after the first day of the second semester and all other teachers hired on a limited short-term basis. Temporary teachers are not covered by this Agreement.
- 1.5 **Part-time Teacher** shall mean all teachers who are employed less than half-time each day. Part-time teachers are not covered by this Agreement and are not eligible for fringe benefits.
- 1.6 **Specially Funded Program Teacher** shall mean all teachers who do not have regular contract teacher status in the district immediately prior to being hired to staff special programs which are funded by agencies other than the district. Specially funded program teachers are covered by this Agreement and are eligible for fringe benefits. Any discontinuance or curtailment of funds by the program's funding agency shall constitute the discontinuance of a particular service (i.e. program) within the meaning of Section 53A-8-107 Utah Code, justifying the nonrenewal of employment contracts for the teachers in that program, as a necessary staff reduction.
- 1.7 **Association** shall mean the Granite Education Association.

- 1.8 **District** shall mean the Granite School District in the County of Salt Lake and State of Utah.
- 1.9 **Board** shall mean the Granite School District Board of Education.
- 1.10 **School Year** shall mean the period of time established by the official school calendar adopted by the Board.
- 1.11 **Seniority** shall mean length of continuous and current employment as a teacher under contract in the district.
- 1.12 **Semester hours** includes the computational equivalent in quarter hours (quarter hours \*  $2/3$  = semester hours or semester hours \*  $3/2$  = quarter hours).

## ARTICLE 2

### GENERAL PROVISIONS

- 2.1 In line with the Board's policy of not discriminating against any teacher on the basis of race, religion, color, sex, national origin, or disability and the Association's policy of admitting persons to membership without discrimination on the basis of race, religion, color, sex, national origin, or disability, it is agreed that none of these conditions will be preconditions of employment. It is further agreed that the Board shall not discriminate against a teacher on the basis of membership, nonmembership, or official position in any teacher organization.
- 2.2 This Agreement shall be a part of each individual teacher's contract.
- 2.3 The Board, the Association, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws and constitution of the State of Utah and of the United States, and to the regulations and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of such laws, regulations, and orders shall be null and void.
- 2.4 Pursuant to state law, the Board may enter into individual employment contracts without violating this Agreement.

## ARTICLE 3

### BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- 3.1 Except as otherwise specifically provided in this Agreement, the Board retains and reserves unto itself the sole and exclusive right to the executive management and

administrative control of the school system, along with all other 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, including, but not limited to, the following rights and responsibilities:

- 3.1.1 to determine and administer policy,
  - 3.1.2 to establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students,
  - 3.1.3 to hire all teachers and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees,
  - 3.1.4 to determine the responsibilities and assignments of teachers,
  - 3.1.5 to make and enforce all needful rules and regulations for the control and management of the public schools of the district,
  - 3.1.6 to do all things needful for the maintenance, prosperity and success of the schools, and the promotion of education.
- 3.2 The Board recognizes the role of professional educators in determining and providing for the educational needs of students. Therefore, the Board will provide opportunities for the involvement and participation of teachers individually and through the Association in planning and developing the best possible programs for students and teachers of the district.

## ARTICLE 4

### RECOGNITION

- 4.1 **Representative.** The Board recognizes the Association as the exclusive representative of the teachers provided, however, that any individual teacher shall have the right to present grievances with or without representation by the Association, in accordance with the Grievance Procedure provided herein (see Article 6); and provided further, that nothing in this Agreement shall be so construed as to deprive any individual of his rights under the Utah Right to Work Law.
- 4.2 **Bargaining Unit.** The appropriate unit for purposes of negotiating terms and conditions of employment is comprised of all teachers, as herein defined, employed by the Granite School District.
- 4.3 **Continued Recognition.** The Board shall continue to recognize the Association as the exclusive representative for the term of this Agreement, or any renewal thereof, provided, however, that if the Board has cause to believe that a majority of the members of the

bargaining unit have not designated or selected the Association as their representative, the Board may request and shall be furnished by the Association with proof of such designation or selection by such majority. If the Association fails to provide such proof, it shall not be recognized as the exclusive representative of the teachers.

## ARTICLE 5

### NEGOTIATIONS

- 5.1 **Negotiating Teams.** The Board, or designated representatives appointed to serve on its team, will meet with representatives designated by the Association for the purpose of establishing procedures for negotiating and reaching mutually satisfactory agreements. Each party's negotiating team shall consist of not more than five members.
- 5.2 A meeting to open negotiations will be held no later than the 1<sup>st</sup> day of April.
- 5.3 **Schedule of Meetings.** Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party.
- 5.4 Before negotiations begin on specific items, the Association shall submit, in writing, specific initial proposals on any items they wish to negotiate. The Board shall respond within two weeks with specific written proposals to open for negotiation any items the Board wishes to negotiate which may not have been included among the initial proposals of the Association. After this initial exchange of proposals, no new subjects for negotiation may be introduced by either party without mutual consent. The initial proposals of both parties shall constitute the agenda, with the discussion order to be jointly agreed upon before negotiations begin on specific items.
- 5.5 **Conducting Negotiations.** The negotiation teams will meet in closed sessions, unless otherwise agreed upon mutually in advance. All proposals must be channeled through the negotiation teams at the table. The teams will present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other shall make available for inspection its public records and data pertinent to the subject under negotiation.
- 5.6 **Consultants.** Either party may utilize the services of consultants to assist in negotiations.
- 5.7 **Release from other Duties.** If negotiations are scheduled during the school day, the negotiators shall be released from regular duties without loss of pay.
- 5.8 **Adopting Agreement.** To reach tentative agreement, all understandings must be reduced to writing, dated, and signed by both parties at the time tentative agreement is reached. All such agreements achieved in process will remain tentative pending completion of an agreement on the entire package. Tentative agreement on the entire package must also be reduced to writing and signed by both parties at the time the complete tentative agreement is reached. Such agreements shall be recommended to the Board and the

Association for approval by both negotiating teams. The complete agreement shall become final upon ratification by the Board and the Association.

5.9 **Impasse.** If agreement is not reached on all items, either party may declare to the other in writing that an impasse exists and call for a mediator. A written request for mediation shall be considered a joint request, and the other party shall join in the request.

5.9.1 **Mediation.**

5.9.1.1 Within ten days after declaration of an impasse, both parties shall submit the items at impasse to a mediator through the Federal Mediation and Conciliation Service.

5.9.1.2 The mediator shall endeavor to assist the parties in overcoming the impasse and reaching agreement on the issues at impasse. His/her efforts shall be limited to the issues at impasse.

5.9.1.3 The parties agree to cooperate with the mediator by meeting with him/her promptly and making available at his/her request any public records and data pertinent to the issues at impasse.

5.9.2 In the event that mediation efforts are not successful in resolving the issues, both parties shall make such further efforts to reach agreement as mutually agreed to by both negotiating teams.

5.10 The rules of procedure listed in this article may be changed at any time by mutual consent of both teams.

## ARTICLE 6

### GRIEVANCE PROCEDURE

6.1 **Definition.** Grievance shall mean a complaint by a teacher that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement affecting that teacher.

6.2 **Procedure.** It is the intent of the District and the Association to attempt to resolve all grievances promptly, informally and confidentially, at the lowest possible administrative level, in accordance with the following procedure:

6.2.1 **Step One - Oral Grievance**

6.2.1.1 The teacher with a grievance must first attempt to resolve it informally by discussing the issue with the principal within ten working days after the teacher became aware of the act or condition upon which the grievance is based.

6.2.1.2 The principal shall have up to ten working days after thus learning of the grievance to consider the matter and give the principal's answer orally to the employee.

## 6.2.2 **Step Two - Written Grievance**

6.2.2.1 If the grievance is not resolved informally in step one, the teacher may file the grievance with the principal in writing within ten working days after receiving the answer in step one.

6.2.2.2 The written grievance shall:

- A. describe the nature of the grievance and the facts giving rise to it;
- B. note the provisions alleged to be violated, misinterpreted, or misapplied and the position of the teacher with respect to such provisions; and
- C. state the specific remedy requested to resolve the grievance.

6.2.2.3 The principal shall have up to ten working days after receiving the written grievance to investigate the matter, make a decision, and communicate the decision in writing to the teacher.

## 6.2.3 **Step Three - Appeal of Written Grievance**

6.2.3.1 If no mutually agreeable settlement is reached in step two, the teacher may file the grievance with the Association and the Association may submit the written grievance to the superintendent within ten working days after receiving the answer in step two, requesting that the principal's decision be reviewed.

6.2.3.2 The superintendent or the superintendent's designee shall assign a grievance examiner within ten working days after receiving the written grievance from the Association.

6.2.3.3 The grievance examiner shall schedule a hearing not fewer than ten working days nor more than 20 working days after receiving the assignment, except upon mutual agreement between the parties.

6.2.3.4 The grievance examiner shall receive and review such evidence as the parties present that is relevant to the grievance and shall thereupon determine the facts of the matter; whether or not the Agreement has been violated, misinterpreted, or misapplied; and report these determinations with recommendations to the superintendent or the superintendent's designee within five working days following the meeting.

6.2.3.5 The superintendent or the superintendent's designee shall make a decision within ten working days after receiving the grievance examiner's report and communicate the decision in writing to the parties concerned.

#### 6.2.4 **Step Four - Impartial Third-Party Hearing**

6.2.4.1 In the event that no mutually agreeable settlement is reached in the foregoing procedure, the teacher may, within 15 working days after receiving the decision of the superintendent or his designee in step three, request that the Association file a petition in the superintendent's office requesting that the matter be referred to an impartial third party from outside the district for his/her review and recommendations.

6.2.4.2 Representatives of the superintendent and the Association shall agree upon an impartial third party hearing examiner from outside the district within ten working days after receipt of notice of referral. The hearing examiner shall be notified of his/ her selection by a joint letter from the District and the Association stating the issue(s) and requesting that he/she set a date and time for the hearing.

6.2.4.3 The hearing examiner shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. His/her authority shall be strictly limited to making a recommendation to the Board regarding only the specific issue or issues submitted to him/her in writing by the District and the Association. The examiner shall have no authority to make recommendations on any other issue not so submitted to him/her. The examiner shall have no power to make recommendations contrary to or inconsistent with the law. The examiner's recommendations to the Board must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of this Agreement to the facts of the grievance presented. The hearing examiner shall submit his/her recommendations in writing to the teacher, the District and the Association, within 20 working days after the close of the hearing or the submission of agreed upon briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

6.2.4.4 In the hearing neither party shall be permitted to introduce any evidence which was not presented in steps one through three. In the event that new evidence is discovered which might have bearing on the grievance, the grievance will return to step two.

6.2.4.5 The recommendation of the hearing examiner to the Board shall be advisory only. The Board shall make a final disposition of the case within 20 working days after receiving the recommendations of the hearing examiner unless the parties agree to an extension. The decision of the Board shall be submitted in writing to all parties, and shall be final and

binding on all parties to the grievance, provided the Board in its decision does not exceed its authority as established in the law.

6.2.4.6 Expenses for the hearing examiner's services shall be shared equally by the District and the Association.

6.2.4.7 Nothing herein shall be construed to limit the right of the teacher to appeal the Board's decision to an appropriate court of law.

### 6.3 **General Provisions**

6.3.1 **Group Grievance.** A grievance may be initiated in behalf of a group of teachers by the Association or by any member of the group designated by them to serve as their representative. Whoever initiates a grievance in behalf of a group shall begin at step one if all members of the group are in the same school. If the members of the group are in different schools, the group grievance may begin at step three. Group grievances shall list by name the teachers in whose behalf and with whose consent the grievance is filed.

6.3.2 **Individual Complaint.** Nothing contained herein may be construed as limiting the right of a teacher with a complaint to have the complaint adjusted without recourse to the grievance procedure and with or without representation by the Association, provided that the adjustment is consistent with the terms of this Agreement. When a teacher is not represented by the Association, the Association will have the opportunity to be present beyond the level of the principal or immediate supervisor.

6.3.3 **Time Limits.** No grievance shall be entertained or processed unless it is submitted within 10 working days after the teacher became aware of the act or condition upon which the grievance is based. If the principal or the district does not answer a grievance or an appeal thereof within the specified time limit, or mutually agreed extension thereof, the teacher involved may move the grievance to the next step. If the teacher does not advance a grievance to the next step within the specified time limit, or mutually agreed extension thereof, following the date when a district decision was due or given, the grievance shall be considered withdrawn without prejudice.

#### 6.3.4 **Meetings and Representation**

6.3.4.1 Meetings specified under this procedure shall be conducted at times and places which will afford a fair and reasonable opportunity for all necessary persons, including witnesses, to attend. Such meetings shall be conducted during non-working hours unless there is mutual agreement for other arrangements.

6.3.4.2 In any grievance meetings all of the parties directly involved shall have the right to be accompanied, advised, or represented by a person of their own choosing.

6.3.4.3 Meetings beyond step one specified under this procedure will not be held without prior notification to the Association or without providing the opportunity for an Association representative to be present.

6.3.5 **Reprisals.** No reprisal of any kind will be taken by the Board, the administration, the Association, or by a teacher against any of the participants in a grievance procedure by reason of such participation.

6.3.6 **Grievance File.** All documents, communications, and records dealing with grievances will be filed in a separate grievance file and will not be kept in the district personnel file of any of the participants.

6.3.7 **Sharing of Information.** The Board and the Association agree to make available to all parties in interest any information in their possession which is not privileged under law but which may have a bearing on decisions reached at any step of the grievance procedure.

6.3.8 **Grievance Forms.** See Appendix B for sample grievance forms. Grievance forms may be obtained at the Human Resources office, the Association office and at each school.

#### 6.4 **Informal Hearing Procedures**

6.4.1 An informal hearing means a meeting between a teacher covered by the Agreement and the assistant superintendent or the assistant superintendent's designee (other than the direct supervisor of the teacher's administrator) of the teacher's Division.

6.4.2 Teachers claiming that records in their personnel files are inaccurate are entitled to an informal hearing pursuant to Article 15.3.5. Teachers who are suspended with or without pay are entitled to an informal hearing pursuant to Article 19.3.

6.4.3 In informal hearings, all parties directly involved shall have the right to be accompanied, advised, or represented by a person of their own choosing, except that they may not be represented by a representative, an officer, or a member of any teacher organization other than the Association.

The assistant superintendent or the assistant superintendent's designee who will conduct the informal hearing may establish reasonable procedures to facilitate clarity and order. Such procedures may include time-allotments, order of presentation, etc. If the assistant superintendent or the assistant superintendent's

designee elects to establish procedures for a particular informal hearing, those procedures shall be communicated to all parties in a timely manner.

- 6.4.4 The assistant superintendent or the assistant superintendent's designee shall make a decision within ten working days after the informal hearing and communicate the decision in writing to the teacher.

## **ARTICLE 7**

### **EMPLOYMENT**

- 7.1 **Periods of Employment.** The days of employment within the period set out in the contract shall be designated by the Board in the official school calendar.

- 7.2 **Basis for Determining Salaries.** Each teacher's annual contract salary shall be determined by placement on the salary schedule according to verified experience and training as follows:

- 7.2.1 **Salary Credit for Experience**

- 7.2.1.1 **Salary Step Placement Upon Employment.** An experienced teacher shall receive full credit on the salary schedule for the first seven years of public school teaching experience. Half-time (.50 FTE or more) regular contract teaching experience will be figured cumulatively in arriving at proper step placement. When there is a shortage of qualified candidates for a specific position, additional step credit for verified experience beyond seven years may be allowed by the Human Resources office.

- 7.2.1.2 Salary schedule credit for teaching experience under 7.2.1.1 above shall be granted automatically for full-time contracted teaching in a public school. All other teaching experience shall be evaluated by the Human Resources office and the amount of credit granted shall depend upon the extent to which such experience is equivalent to public school teaching. All credited teaching experience must be officially verified.

- 7.2.1.3 **Annual Increments.** Continuing teachers shall receive a one-step salary increment on the salary schedule for each year of successful teaching in the district until they reach the maximum step of their salary lane. Such salary increments shall be given at the beginning of each contract year by moving forward one step on the salary schedule all continuing contract teachers who successfully completed at least one-half year (.5 full time equivalency) of contract teaching during the previous school year.

- 7.2.1.4 Contract teachers returning from military leave shall be granted credit on the salary schedule at the following rate: One step on the salary schedule

for each year of military service, or major part thereof, not to exceed three years' credit.

## 7.2.2 Salary Credit for Training

7.2.2.1 Within thirty days following beginning date of employment, a teacher new to the district must supply the district Human Resources office and the principal with official, up-to-date transcripts of all college credits. Transcripts become the property of the district and are not returned upon termination of employment.

7.2.2.2 Placement on the A Lane (Bachelor's), D Lane (Master's), or G Lane (Doctorate), is dependent upon verification of the degree and a teaching certificate. Credit to be applied toward the B Lane (Bachelor's plus 20 semester hours) and the C Lane (Bachelor's plus 40 semester hours) must have been earned subsequent to meeting the requirements for the Bachelor's degree and a teaching certificate. Credit to be applied toward the E Lane (Master's plus 20 semester hours) and the F Lane (Master's plus 40 semester hours) must have been earned subsequent to meeting the requirements for the Master's degree and a teaching certificate. The employee must furnish evidence that all of the degree requirements have been met. All college credit must be granted by a four-year college or university which has been accredited by the National Council for the Accreditation of Teacher Education (NCATE), or by one of the six regional accrediting associations. (Exception: With prior approval from the Professional Development Office, college credit shall be given when received from Salt Lake Community College.)

7.2.2.3 Application for lane advancement on the salary schedule must be made on the official form provided by the Human Resources office (see Appendix C.) Applications must be supported by complete official transcripts of credit (report cards will not suffice), verifying the credit requested. Lane change will become effective on the date the completed application form and all official documentation forms are received by the Human Resources office. The lane change will be made on the next payroll cutoff date and the salary increase will be reflected on the paycheck following that payroll cutoff date. The total amount paid for the year from the new lane will be prorated, based upon the number of contract working days remaining as of the date when all necessary materials are received by the Human Resources office.

7.2.2.4 **Inservice Credit.** Upon recommendation of the Professional Development Office, a maximum of ten semester hours of inservice credit (i.e. noncollege or non-university credit) may be used toward any one lane advancement on the salary schedule.

7.2.2.5 Inservice credit may be used in qualifying for salary lane advancement according to the following provisions:

- A. The maximum total inservice credit that may be used for any one lane change shall be ten (10) semester hours as described in B, C, and D below.
- B. Lane change credit shall be given for inservice courses that are sponsored by Granite School District and prior approved for lane change credit by the Professional Development Office.
- C. Lane change credit shall also be given for inservice courses outside the district which are listed on the official computerized roster of courses that have been prior approved for appropriate recertification credit for teachers by the Utah State Board of Education.
- D. Lane change credit is not normally given for inservice credit which is not approved under B or C above. Any exceptions (including courses at Salt Lake Community College and/or junior colleges) must receive individual written approval from the Professional Development Office *before* the teacher enrolls in the activity. The amount of credit granted for such inservice shall be limited to ten (10) semester hours for any one lane change.
- E. Evidence of credit (i.e. transcripts, USOE inservice report, etc.) is to be submitted to Human Resources, and is the responsibility of the teacher.
- F. Any appeals shall be directed to the Quality Teaching Leadership Committee.

### 7.3 **Payment of Salaries**

- 7.3.1 Paychecks will be made available to employees on the last district working day of each month, except as may be otherwise provided below.
- 7.3.2 December paychecks will be issued prior to Christmas vacation for employees who have no further working days in December.
- 7.3.3 If the last contract day for 9-month teachers and other 9-month employees is within one calendar week prior to the last district working day in May, paychecks for 9-month employees will be made available on the teachers' last contract day.
- 7.3.4 When paychecks are given out prior to the end of the month in accordance with the above provisions, payments of withholdings to the credit union, annuity

companies, and various other insurance agencies will not necessarily be remitted on the day paychecks are issued.

- 7.3.5 A fuller explanation of the administrative procedures regarding payment of salaries is covered in Board policy. (See Appendix D for early summer payment forms.)
- 7.3.6 All employees paid from the teacher's salary schedule who by regular assignment must travel between two or more district schools or approved locations on the same day will receive an automobile allowance each month for the term of their contract. The amount of the monthly car allowance for each qualifying teacher will depend on the number of days each week that the teacher is regularly assigned to two or more locations:

**Two or More Locations**

5 Days Per Week	\$90.00
4 Days Per Week	\$72.00
3 Days Per Week	\$54.00
2 Days Per Week	\$36.00
1 Day Per Week	\$18.00

In addition to the above automobile allowances, all employees of the district are entitled to mileage reimbursement according to the terms of Administrative Memorandum Number Thirty Five.

**7.4 Teaching License**

- 7.4.1 Before reporting for duty, teachers employed under this Agreement shall comply with all necessary licensure and/or endorsement requirements of the Utah State Board of Education.
- 7.4.2 The licenses specified above must be registered with the Human Resources within thirty days following the beginning date of employment.

**7.5 Performance of Duties**

- 7.5.1 The teacher agrees to follow the rules, regulations and policies of the Board, and to perform the duties assigned to the teacher under the direction of the principal and the superintendent, at the time and place appointed by the Board or the Board's designee. Duties may not be assigned arbitrarily or capriciously.
- 7.5.2 Acts in violation of this Agreement or of the rules, regulations and policies of the Board or failure to perform duties assigned to the teacher may constitute a breach of contract and subject the teacher to disciplinary action

7.5.3 If a teacher is required to follow a Board policy or perform a duty which the teacher believes to be in violation of this Agreement, the appropriate course of action for the teacher is to use the grievance procedure provided herein.

**7.6 Continued Employment**

7.6.1 Except as otherwise specifically provided in this Agreement, regular contract teachers doing satisfactory work will be continued in employment on a year to year basis until they retire.

7.6.2 Provisional contract teachers and specially funded program teachers shall sign the district's Special Employment Contract.

7.6.3 Provisional contract teachers are employed for a specified period of time only, as defined in the Special Employment Contract which they sign. Provisional contract teachers shall have no right or expectation of continued employment beyond the term specified in their Special Employment Contract. (See Appendix E.)

7.6.4 Specially Funded Program teachers doing satisfactory work who have completed their three-year provisional period may expect continued employment in successive years, unless there is a curtailment or discontinuance of funds in their program. Any such curtailment or discontinuance of funds shall justify non-renewal of teacher contracts in that program. Such non-renewals shall not be considered a violation of this Agreement and the teachers involved shall not be entitled to a formal hearing under the Utah Orderly School Termination Procedures Act.

**7.7 Determination of Contract Full-Time Equivalency (FTE) for Secondary Teachers**

7.7.1 The determination of contract FTE for secondary teachers shall be based on the number of teaching periods or teaching blocks assigned. Thus, in a school with a seven period day where the normal full-time load is six teaching periods plus one consultation/ preparation period per day (see 9.8), a teacher with only three teaching periods will be on a .5 FTE contract.

Examples to illustrate the concept, based on a seven-period school day:

Teaching Periods	Proportion of Full-Time	FTE	Contract Status
1	1/6	.17	No
2	2/6	.33	No
3	3/6	.50	Yes
4	4/6	.67	Yes
5	5/6	.83	Yes
6	6/6	1.00	Yes

7.7.2 In a school with an eight period day where the normal full-time load is three double teaching periods (blocks) and one double consultation/preparation period (block) per day, a teacher with only two double teaching periods will be on a .67 contract.

Examples to illustrate the concept, based on an eight-period (block) school day:

Teaching Periods	Proportion of Full-Time	FTE	Contract Status
1 (2 periods)	2/6	.33	No
2 (4 periods)	4/6	.67	Yes
3 (6 periods)	6/6	1.00	Yes

7.7.3 This approach has the effect of pro-rating the consultation/preparation period for teachers working less than full-time. Contract teachers with less than full-time FTE will be expected to perform their prorated share of consultation/preparation time, and to assume their pro-rated share of necessary professional duties.

7.7.4 Contractual leave benefits will be extended to cover the extra period for teachers who have agreed to teach an extra period during the regular school day.

## **ARTICLE 8**

### **TEACHER FACILITIES**

- 8.1 Each school will be provided with well-ventilated, clean, adequate, separate rest rooms for men and women teachers.
- 8.2 There shall be a furnished room in each school to be used as a faculty lounge.
- 8.3 Each school shall have telephone service available to teachers which provides privacy of conversation.
- 8.4 Space in the parking lot at each school will be reserved for the parking of teachers' cars.

## **ARTICLE 9**

### **TEACHING HOURS AND TEACHING LOAD**

- 9.1 Teachers shall be required to work on the days specified in the official school calendar and according to the schedule of opening and closing schools as determined by the Board. Except for special orientation meetings for new teachers, teachers who are required to work extra days before or after the dates specified in the official calendar shall receive additional compensation at their appropriate daily rate.

## 9.2 **School Day**

9.2.1 Elementary teachers shall report to work no less than 20 minutes before the regular beginning time of the school day and shall remain on duty for at least 15 minutes after the closing time of school.

9.2.2 Secondary teachers shall report to work no less than 30 minutes before the regular beginning time of the school day and shall remain on duty for at least 20 minutes after the regular closing time of school. In schools starting before 8:00 a.m., these time provisions may be reversed.

9.3 **Faculty Meeting.** The principal, in consultation with the School Building Professional Committee, will make decisions relating to faculty meetings.

9.4 **Duty Free Lunch.** All teachers shall have an uninterrupted duty-free lunch period of at least 30 minutes daily (not counting passing time [effective the 05-06 school year]), except for teachers with assigned lunch-time responsibilities. Assigned supervisory duty or other duty shall not exceed 10 minutes in any lunch period.

9.4.1 In order to assist in lunch-time supervisory duties, and to reduce and minimize the number of lunch-time duties for teachers, the district will budget an amount of money annually for lunch supervision programs. The total amount will be determined in negotiations, and will be allocated to the schools on a need basis.

9.4.2 **At the elementary level,** principals will use allocated funds to hire part-time teacher aides (if available) to assist in lunch-time supervisory duties. If no aides can be hired for this purpose, teachers who agree to perform the duties otherwise assigned to the aides will be compensated at the Teacher Aide II hourly rate according to the current classified salary schedule until an aide can be hired.

9.4.3 **At the secondary level,** teachers who agree to perform extra lunch-time duties in order to reduce lunch-time duties for other teachers will be compensated at the Teacher Aide II hourly rate according to the current classified salary schedule.

9.5 Normally secondary teachers will spend preparation and consultation periods at the school. However, teachers may on occasion be excused by the principal or the principal's designee to utilize other facilities for school-related professional purposes to aid the teacher in meeting the needs of students.

9.6 When another teacher is in charge of an elementary teacher's class, the regularly assigned teacher, under guidelines formulated by the staff and approved by the principal, may leave the classroom and use that time as a preparation period or for other professional purposes.

9.7 Only in case of emergency will teachers be required to serve as substitutes. Insofar as administratively possible, such emergency substituting assignments will be distributed

among all faculty. Emergency in this paragraph shall mean an unscheduled or unplanned event or an unforeseen combination of circumstances that calls for immediate action.

- 9.8 The teaching load for secondary teachers shall not exceed six teaching periods a day. The normal teaching assignment for secondary teachers is not more than three teaching preparations and not more than two subject areas. The seventh period shall be used for consultation, preparation, or for other professional purposes.

## **ARTICLE 10**

### **CLASS-FREE PLANNING & PREPARATION TIME FOR ELEMENTARY TEACHERS**

- 10.1 Elementary students K through 6 will be dismissed from school one hour and forty minutes early one day a week.
- 10.2 Class-free planning and preparation time shall be used by teachers in planning and preparation activities, with the objective of improving instruction, meeting the needs of individual children, and improving the coordination of school programs and activities.
- 10.3 Normally elementary teachers will spend planning and preparation time at the school. However, teachers may on occasion be excused by the principal or the principal's designee to utilize other facilities for school-related professional purposes to aid the teacher in meeting the needs of students.
- 10.4 Planning time shall not be used for faculty meetings.
- 10.5 In-service during planning time shall not be compulsory.
- 10.6 Special education teachers and resource teachers whose contract and work assignments are the same hours as those of regular classroom teachers will participate in class-free planning and preparation times during the same hours and on the same basis as regular classroom teachers. Instrumental music teachers assigned to an elementary school on planning and preparation time will participate in planning and preparation times at the school.

## **ARTICLE 11**

### **TEACHING ASSIGNMENTS**

- 11.1 With the exception of teachers being transferred or in the event of district program or staffing adjustments, returning teachers shall be notified in writing of their school, tentative program, schedule, or grade level assignment for the ensuing year not later than May 1 (elementary) and May 15 (secondary). Consultation with the teacher shall take place before any written assignment is made.

- 11.2 In order to assure that students are taught by teachers working within their areas of competence, teachers shall not, under normal conditions, be assigned outside the scope of their teaching licenses and endorsements.
- 11.3 District seniority of teachers shall be considered for purposes of school, schedule, program, grade level, or year round track assignments.
- 11.4 All regular contract teachers at a school site shall have the opportunity to apply for reassignment to any available position at the school site, prior to the position being filled (through June 1).
- 11.5 The Board and the Association recognize that a teacher's primary responsibility is to teach.
- 11.6 Changes in teaching assignments during the school year should be avoided. Enrollment changes or other unforeseen circumstances may, however, make it necessary for the principal to make changes in teaching assignments during the year.

## **ARTICLE 12**

### **DISRUPTIVE STUDENT BEHAVIOR**

The Board, Administration, and Association believe that educators need to be able to teach without disruptions from disorderly students and are in full support of teachers, principals, and school staff in their duties to operate safe, orderly schools and classrooms under reasonable rules governing school conduct. Refer to administrative memo #106.

## **ARTICLE 13**

### **PROTECTION OF TEACHERS FROM ASSAULTS**

- 13.1 Teachers shall report in writing as soon as possible to their principal /supervisor of assault suffered in connection with their employment. The principal/supervisor will forward a copy to School Services. The superintendent and a law enforcement agency shall be notified of any such assault.
- 13.2 If criminal or civil proceedings are brought against a teacher, alleging that he/she committed an assault in connection with his/her employment, such teacher, after making the reports described in Article 13.1 above, may request the Board to furnish legal counsel to defend him/ her in such proceedings, insofar as the interest of the teacher and the district are not conflicting. If the teacher is found guilty or liable in such proceedings, such finding shall constitute a cause for dismissal from the school system. Fines, damages, penalties, or forfeitures shall not be paid by the Board.

- 13.3 Civil liability insurance coverage shall be provided for each teacher. Costs of this coverage shall be paid by the Board. Civil liability insurance coverage shall not be deemed to provide payment for fines, penalties, or forfeitures arising out of criminal proceedings.
- 13.4 Whenever a teacher is absent from his/her assignment as a result of personal injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence not to exceed 180 contract days and such paid absence shall in no event be deducted from any sick or personal leave to which such teacher is entitled.
- 13.5 The Board agrees to reimburse the teacher the market value of any personal property damaged or destroyed as a result of assault suffered in connection with his/her employment.
- 13.6 Time for appearance before a judicial body or legal authority lost by a teacher in connection with an assault case, in connection with his/her employment as a teacher in the district, shall result in no loss of wages or reduction in accumulated leave.

#### **ARTICLE 14**

##### TEACHER EVALUATION

- 14.1 Teachers will be evaluated under the provisions of the Educator Evaluation Law, Title 53A Chapter 10. Utah Code (see appendix F).
- 14.2 Copies of all formative and summative teacher evaluations will be given to the teacher for his/her personal file. Teacher signatures on such reports and records indicate a knowledge of the contents and do not signify approval. The teacher shall have the right to attach or submit an explanation or other written statement regarding any formative or summative evaluation for inclusion with it in his/her file.

#### **ARTICLE 15**

##### TEACHER FILES

- 15.1 The official teacher file is the one maintained in the Human Resources office. Materials from files kept in a school shall be used primarily for the improvement of a teacher's performance. These files shall be maintained in accordance with 15.3. Documentation regarding unsatisfactory performance in the district shall be removed from all school files after three years of satisfactory performance and from all district files after five years of satisfactory performance.

Documentation regarding improper teacher conduct in the following areas will remain in the file:

- Conduct which violates the law.
- Physical contact with students.
- Conduct involving drugs or alcohol.
- Sexual conduct.

**Exception:** Documentation regarding improper teacher conduct in the above areas will be removed from the file if the teacher has been exonerated of all charges.

- 15.2 A teacher's file will only be maintained in the district Human Resources Office for as long as a person is employed and for five years following his/her termination. At that time, the file will be removed to another storage space and maintained for an additional ten years. After that, the file will be destroyed.
- 15.3 All teacher personnel files shall be maintained under the following conditions:
- 15.3.1 Materials shall be available to the teacher at his/her request for inspection except as noted in 15.3.4 below.
- 15.3.2 No unfavorable entry shall be made in a teacher's file unless the teacher has had an opportunity to read the material before the end of the school year during which the principal became aware of the occurrence or condition upon which the entry is based. The teacher shall acknowledge that he or she has read such material by affixing his or her signature and the date on the copy to be filed. It is understood that the teacher's signature does not indicate agreement with the content of the material and will serve only to verify that the material was shown to the teacher. If the teacher desires a copy of the material, the teacher may make and keep a copy.
- 15.3.2.1 If a teacher refuses to affix his/ her signature on the copy to be filed, such notation will be made on the material.
- 15.3.2.2 Only documented statements shall be filed.
- 15.3.3 The teacher shall have the right to answer any material filed and his/her answer shall be reviewed by the Human Resources director and attached to the file copy.
- 15.3.4 All legally privileged references and information shall be held in confidence and therefore are not subject to this Agreement and not available for inspection by the teacher. University placement files and references obtained from outside the district or before a person is employed is privileged material.
- 15.3.5 Teachers who claim that material in their file is inaccurate shall be entitled to an informal hearing on the matter pursuant to Article 6.4. Material will be removed from the teacher's file when a teacher's claim that it is inaccurate has been sustained.

15.3.6 Complaints, whether verbal or written, shall not be used as the basis for corrective action if the teacher has not received notice of the complaint and its detailed substance and had opportunity to respond to the supervisor within a reasonable period of time following the school or district's receipt of the complaint. Teachers may request copies of written complaints or written summaries of verbal complaints.

Hearsay shall not be used as the basis for actions which may be taken against a teacher.

## ARTICLE 16

### POSTING OF VACANCIES, TRANSFERS, AND PROMOTIONS

#### 16.1 Posting of Vacancies

16.1.1 Vacancy shall mean all newly created additional teaching positions and all continuing teaching positions which have been vacated by reason of resignation, retirement, dismissal, death, reassignment or transfer.

16.1.2 All vacancies for the following school year which become known before June 1 will be posted according to the following schedule. **Exception:** Vacancies which are filled by administrative transfer will not be posted.

#### 16.1.3 Posting of Elementary Vacancies

16.1.3.1 On the last district working day before April 1, the Human Resources office will publish the first listing of known elementary vacancies, together with job descriptions, which will occur for the following school year.

16.1.3.2 On the last district working day before June 1, the Human Resources office will publish the final listing of known elementary vacancies, together with job descriptions, which will occur for the following year.

16.1.3.3 Each Friday between April 1 and June 1, the Human Resources office will publish additional listings of known elementary vacancies, together with job descriptions, for the coming year. Copies of all vacancy lists will be posted at the Human Resources office on the date of publication. Copies will be mailed to the Association at the same time. Copies will also be sent to each school for posting there during the months school is in session.

#### **16.1.4 Posting of Secondary Vacancies**

- 16.1.4.1 On the last district working day before April 20, the Human Resources office will publish the first listing of known secondary vacancies, together with job descriptions, which will occur for the following school year. (Exception: High School Head coaching positions for the following school year may be posted as soon as the vacancy is declared.)
- 16.1.4.2 On the last district working day before June 1, the Human Resources office will publish the final listing of known secondary vacancies, together with job descriptions, which will occur for the following school year.
- 16.1.4.3 Each Friday between April 20 and June 1, the Human Resources office will publish additional listings of known secondary vacancies, together with job descriptions, for the coming year. Copies of all vacancy lists will be posted at the Human Resources office on the date of publication. Copies will be mailed to the Association at the same time. Copies will also be sent to each school for posting there during the months school is in session.

#### **16.1.5 Posting of Positions for New Schools**

- 16.1.5.1 Staffing of positions in new schools may be exempted from the above timelines; and posted as vacancies, together with job descriptions, on an earlier date to be determined by the district after consultation with the association.

### **16.2 Application for Transfer to a Posted Position**

- 16.2.1 Between April 1 and June 1 each year, all teachers in the district shall be eligible to apply for transfer to any specific position in another school which has been posted as a vacancy for the following school year, including those positions filled on a temporary basis after the first day of the second semester.
- 16.2.2 Teachers desiring a transfer to a posted position must submit a written request to the Human Resources director stating the specific posted position or positions for which the teacher wishes to apply. Such requests shall be acknowledged in writing.
- 16.2.3 The application deadline date shall be the fifth calendar date following publication and posting of the vacancy in the Human Resources office.

16.2.4 Teachers wishing to be considered for transfer after June 1 may submit the Summer Transfer Request form (available in the Human Resources office) to the Human Resources office by June 15 for consideration.

### **16.3 Procedures for Choosing Among Applicants for a Posted Position**

16.3.1 In filling nonpromotional vacancies occurring within the teaching staff of the district, principals shall consider (A) the program and staffing needs of the school, and (B) the relative qualifications of the applicants for the available position.

16.3.2 Selection among applicants to fill posted vacancies shall be based on the relative qualifications of the applicants, with the primary objective of selecting the applicant best qualified to fill the vacancy.

16.3.3 If the principal determines that two or more applicants are equally well qualified for a vacant position, first consideration shall be given to applicants who are currently employed by the district.

16.3.4 If a choice must be made among applicants currently employed by the district who have been determined by the principal to be equally well qualified for the position, the teacher with the greatest length of continuous and current contract service in the district shall be appointed.

16.3.5 No assignments of new teachers shall be made until the applications of teachers declared surplus and teachers requesting transfer have been considered.

16.3.6 Each approved transferee and principal involved shall be notified of the transfer within ten days after the application deadline. In the event a transfer is not approved, the applicant may request written notice of the reason. If a teacher has questions about his or her transfer, the teacher may request an interview with the director of Human Resources and an appointment will be set.

### **16.4 Procedures for Determining which Teachers Will be Declared Surplus**

16.4.1 Transfers of surplus teachers may become necessary at the end of the school year because of enrollment decline, school closure, or change in school program.

16.4.2 When enrollment decline, school closure, or change in school program makes necessary the transfer of surplus teachers, a call for volunteers shall be made. If there are no volunteers, decisions as to which teachers will be declared surplus shall be based on the program and staffing needs of the school, and the relative qualifications of the teaching staff to fill the available positions.

16.4.3 If a choice must be made between two or more teachers determined by the principal to be equally well qualified for an available position, the teacher with the least seniority in the district will be declared surplus.

16.4.4 No teacher will be declared surplus without an explanation of the reasons for such action. Before recommending that a teacher be declared surplus, the principal will confer with the teacher involved to discuss the proposed action and the reasons therefore.

16.4.5 The transferring of surplus teachers because of enrollment decline, school closure, or change in school program will be recommended by the principal and the appropriate School Services administrator, and will be effected only after approval by the superintendent.

## **16.5 Procedures for Placement of Surplus Teachers**

16.5.1 Written notice of surplus status will be given when possible by April 1 for elementary teachers, and by April 20 for secondary teachers.

16.5.2 Surplus teachers, who qualify for available positions, shall be placed before any applicants new to Granite School District are considered.

16.5.3 After a surplus teacher is placed, that teacher has the opportunity to apply for any specific position in another school which is posted as a vacancy.

## **16.6 Administrative Transfer of Teachers**

16.6.1 Circumstances may sometimes require that a teacher be transferred from one location or assignment to another.

16.6.2 Before recommending a teacher transfer, the principal and/or the appropriate School Services administrator will meet with the teacher involved to discuss the proposed transfer and the reasons therefore.

16.6.3 No administrative transfer will be made arbitrarily, capriciously, or without a written explanation of the reason for the transfer.

16.6.4 The criteria specified in 16.4.2 and 16.4.3 will apply to administrative transfers during the school year because of enrollment decline, school closure, or change in school program.

16.6.5 If the teacher objects to the proposed transfer, the teacher may request a meeting with the appropriate School Services administrator to discuss the matter.

16.6.6 Administrative transfers will be recommended by the principal and/or the appropriate School Services Administrator, and will be effected only after approval by the appropriate assistant superintendent.

## 16.7 Promotions

16.7.1 In filling promotional vacancies preference shall be given to personnel already employed in the district providing other qualifications are substantially equal.

16.7.2 Applicants for such promotions shall be notified of the final decision in writing.

## ARTICLE 17

### ADULT AND COMMUNITY SCHOOL EMPLOYMENT

17.1 No certificated position for credit classes in the Adult and Community Schools shall be filled by a teacher not employed by the district during the regular school term if there is a qualified applicant for such position who is employed by the district during the regular term.

17.2 In filling such positions, consideration will be given to a teacher's area of competence, major and minor fields of study, quality of performance, and ability to relate well with students.

17.3 Teachers employed in adult and community school credit classes shall be paid an hourly rate according to their current contract salary as a regular teacher in the district, to a maximum hourly rate based on step four of the teacher's salary lane.

## ARTICLE 18

### LEAVES OF ABSENCE

Note: *Effective 1/1/93, the majority of currently employed teachers will convert to a new accumulative sick leave program which includes both short and long-term disability. All teachers hired after 1/1/93 will be placed on the new sick leave program. With the exception of 18.1.2.1, all of the following provisions shall apply as far as there is available accumulated sick leave for the teacher to use. Further details of this new program are available from the Association or Human Resources Office.*

18.1 **Sick Leave.** Sick leave is to be taken only for illness, accident, or recuperation from the same. It is the professional responsibility of every professional person to use this sick leave only for the purpose intended. Any proven misuse thereof would be considered unethical, unprofessional, and in violation of the teacher's contract. Sick leave will be granted according to the following schedule.

#### 18.1.1 Sick Leave for Provisional Teachers

18.1.1.1 Ten days' sick leave will be granted annually with full pay, cumulative to thirty teaching days.

- 18.1.1.2 When the effective date of appointment of a teacher is before the beginning of the second semester of any school year he/she will be given credit for the full annual sick leave allowance.
- 18.1.1.3 When the effective date of appointment of a teacher is on or after the beginning of the second semester, the teacher will be given credit for five days' sick leave allowance.
- 18.1.1.4 One additional day of annual sick leave will be added for each additional contract month served beyond the regular school year.
- 18.1.1.5 Verification of any disability may be required any time a teacher is absent from work. If disability verification has not been required sooner, the teacher shall furnish such verification, on or before the twenty-first calendar day of disability, using the district's "Diagnosis and Functional Limitations" form. The form must be submitted to the teacher's principal or immediate supervisor, with a copy to the district Human Resources office.
- 18.1.1.6 A teacher whose personal illness extends beyond his/her accumulated sick leave may be granted a leave of absence of up to one year without pay or increment. Request for such leave must be accompanied by a statement from a regularly licensed medical doctor and/or licensed osteopathic physician that such leave is necessary.
- 18.1.1.7 Upon return from such leave, a teacher will be assigned to the same position, if available, or if not, to a substantially similar position.

**18.1.2 Sick Leave for Regular Contract Teachers**

Note: *18.1.2.1 Only applies to teachers on contract with the District prior to 1/1/93 who elected to remain on the old sick leave program Those teachers do not have an accumulated sick leave program nor short or long-term disability insurance through the District.*

- 18.1.2.1 Extended sick leave with full pay up to a maximum of 180 school days for any one illness, not limited to any one contract year, will be granted teachers.
- 18.1.2.2 The provisions of 18.1.1.5, 18.1.1.6, and 18.1.1.7 above shall apply.

### 18.1.3 Special Use of Sick Leave.

- 18.1.3.1 Special use of sick leave will be granted by the principal with review by the appropriate assistant superintendent in the event of **serious illness** of a member of the immediate family, or of any other person who is a member of the same household as the teacher.
- 18.1.3.2 The immediate family is defined as husband, wife, father, father-in-law, mother, mother-in-law, daughter, daughter-in-law, son, son-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparents, or any other person who is a permanent member of the same household as the employee.
- 18.1.3.3 It is not the intent that sick leave granted under this provision be used for extended convalescent care.
- 18.1.3.4 Verification may be required for any family illness for which special use of sick leave is requested. After three days' absence for family illness in any one school year, the teacher shall furnish verification of any family illness for which special use of sick leave is requested.
- 18.1.3.5 After ten days absence for family illness in any one school year, the teacher involved shall pay the cost of substitutes for any further use of special sick leave that is granted for family illness. (The teacher shall be charged the current daily Substitute II rate.)
- 18.1.3.6 Up to three days special use of sick leave will be granted by the principal in the event of a death in the immediate family as defined above.

## 18.2 Personal Leave

- 18.2.1 Teachers are allocated four personal leave days each contract year. Personal leave can be taken for any reason at the discretion of the teacher. In any given contract year, the first three personal leave days are taken at no cost to the teacher. Teachers taking the remaining day will be charged the current Substitute II rate for the day. Teachers who use no personal leave in a given contract year receive an amount equal to the current daily Substitute II rate for one day.
- 18.2.2 A minimum of one day notice (24 hours) must be given to the principal before taking personal leave, except in cases of emergency. (see Appendix G)

- 18.2.3 Personal Leave should not be taken the day before or after a school holiday (weekdays when school is not in session for students) or during the first or last week of school. Exceptions must have the prior approval of the school principal.
- 18.2.4 Limitations will be placed by the principal on the number who can take Personal Leave on any given day at that school. Generally only 1 or 2 Personal Leave days per school, per school day can be approved; such limits are necessary based on the availability of substitutes. Personal Leave will not be granted in connection with any form of job action or work stoppage.

### **18.3 Sabbatical Leave**

- 18.3.1 Sabbatical leaves of absence are granted for professional improvement upon recommendation by the superintendent and the approval of the Board, subject to the following conditions:
  - 18.3.1.1 Requests for sabbatical leaves of absence must be received by the superintendent in writing in such form as may be required by him not later than February 15 of the year in which the sabbatical is requested.
  - 18.3.1.2 Teachers will be notified by March 15 as to the disposition of the request.
- 18.3.2 The teacher must have completed six consecutive full school years in active service as a regularly employed staff member in the district in order to be eligible to request a sabbatical leave.
- 18.3.3 Teachers on sabbatical leaves of absence will be paid at one-half of their annual salary rate. Upon return, the teacher shall be placed on the next step on the salary schedule.
  - 18.3.3.1 Payments will be made on the basis of one-tenth of the remuneration amount each month for a ten-month period. The first payment will be made at the end of the first month of effective sabbatical leave.
- 18.3.4 A sabbatical leave of absence may be extended as a leave of absence without pay or increment for an additional year.
- 18.3.5 The teacher shall sign a written agreement with the Board agreeing to return to employment with the district for two full years following the leave, or to reimburse the district for the total amount received during the leave unless circumstances merit that the Board make an adjustment.
- 18.3.6 The teacher returning from a sabbatical leave of absence for professional improvement shall submit to the superintendent a report containing transcripts of

all college and university study while on leave, a description of travel, and other items of information pertinent to an evaluation of the teacher's program.

- 18.3.7 The medical, surgical, hospitalization, and life insurance program will be provided for teachers on sabbatical leave.
- 18.3.8 The medical surgical, hospitalization, and life insurance program will not be provided for teachers whose sabbatical leave has been extended, without pay, beyond the one-year leave.
- 18.3.9 The number of teachers to be granted a sabbatical leave during a school year shall not exceed one-half of one percent of the total certificated staff.
- 18.3.10 Teachers returning from a sabbatical leave will be entitled at the end of the leave to the position they left, or to a position comparable to the one vacated. The teacher hired as a replacement shall be notified in writing at the time of appointment that the appointment is for the length of the regular teacher's leave only.

#### 18.4 **Leaves of Absence Without Pay.**

- 18.4.1 Teachers with two years of continuous and current experience in the district are eligible to apply for a leave of absence without pay.
- 18.4.2 Leaves of absence without pay shall be granted for reasons of newborn care or adoption.
- 18.4.3 A limited number of leaves of absence without pay for other reasons (including but not limited to health problems and graduate work at a university) may also be granted by the superintendent after consultation with the principal and with approval of the Board.
- 18.4.4 Teachers shall submit a written request stating the purpose of the leave, the length of the leave, and the beginning and termination dates.
- 18.4.5 Leaves of absence without pay may not exceed two full semesters or three full trimesters, subject to the provisions of section 18.4.7.
- 18.4.6 Teachers returning from a leave of absence without pay will be entitled at the end of the leave to the position they left, or to a position comparable to the one vacated. The teacher hired as a replacement shall be notified in writing at the time of appointment that the appointment is for the length of the regular teacher's leave only.
- 18.4.7 To facilitate staffing and assignments, teachers returning from a leave of absence without pay are entitled to return to work at the beginning of the semester (for

secondary) or trimester (for elementary) which most closely follows the anniversary of the beginning of the leave. Teachers scheduled to return at the beginning of the first semester (secondary) or first or second trimester (elementary) must notify the Human Resources office of their intent to return in writing no later than March 15. Teachers scheduled to return at the beginning of the second semester (secondary) or third trimester (elementary) must notify the Human Resources office of their intent to return in writing no later than November 15.

18.4.8 Upon returning from a leave of absence without pay, the teacher will resume contract status as a contract teacher.

18.5 **Military Leave, Jury Duty Leave, and Public Office Leave.** All contract teachers will be eligible for Military Leave, Jury Duty Leave, and Public Office Leave as specified in Board Policy.

18.6 **Association Leave.**

18.6.1 The Association will be allowed up to 120 days of Association Leave for teachers to be released from normal duties at the request of the Association for the purposes of performing those duties associated with representation of the bargaining unit, and promoting educational benefits for students, teachers, administration, Granite Education Association, and the Granite School District Board of Education.

18.6.2 All released time for duties associated with GEA, UEA and NEA shall be considered Association Leave, except as specifically provided in the following paragraph.

18.6.3 Released time for the following, when scheduled during working hours, shall be provided without loss of pay, and shall not be considered Association Leave:

- Negotiations meetings with district representatives.
- Grievance meetings with district representatives.
- Other joint meetings with district representatives.

18.6.4 Up to 60 of the 120 days of Association Leave may be recognized by the District as having direct benefit to the students and instructional programs of Granite School District. Such leave days shall be provided without loss of pay and without Association payment for substitutes. The Association will pay the substitute costs for all other Association Leave days and the District will allow the employee to be released without loss of pay.

18.6.5 Requests for Association Leave and a summary statement relative to the outcome of the leave (benefit to Granite School District and/or the Association) must be submitted by the executive director of the Association in writing, on District

approved forms, to the Superintendent or designee. The executive director of the Association will determine whether the leave requires the payment of substitute costs. An evaluation of all Association Leave days relative to the purpose and outcome of such leaves will be conducted by the Association and District administration prior to July 15th of each year.

- 18.7 **Adoption Leave.** Employees who legally adopt a child who has not previously been a member of the immediate household may take up to ten days of accumulated sick leave. The adopted child must be under the age of 18. Any leave to be considered adoption leave must be taken within 20 calendar days of the day on which the child is placed in the home of the adopting parent(s).

## ARTICLE 19

### SUSPENSION, TERMINATION AND NON-RENEWAL OF CONTRACT

- 19.1 Teachers may be suspended or dismissed for cause under the provisions of the Orderly School Termination Procedures Act, Title 53A, Chapter 8, Utah Code Annotated (see Appendix H).
- 19.2 **Cause.** A list of causes considered by the Board to be possible grounds for suspension or dismissal is included in the official Policies, Rules and Regulations of the Board.
- 19.3 **Suspension.** The superintendent, or the superintendent's designee, may suspend a teacher with or without salary, whenever in the superintendent's professional judgement it is in the best interest of the district to take such action. Notice of suspension shall be given in writing, including a statement of the reasons therefore. Suspended teachers shall have the right to an informal hearing pursuant to Article 6.4 if the hearing is requested within ten working days of receiving a letter of suspension.
- 19.4 **Termination of Contract During Contract Term.**
- 19.4.1 **Preliminary Notice:** When the district intends to terminate a teacher's contract during the contract term for reasons of incompetence, the district will inform the teacher of the fact that continued employment is in question and of the reasons therefore at least thirty days before issuing the termination notice. The teacher will be given an opportunity to correct any deficiencies which precipitated possible termination of contract.
- 19.4.2 **Termination Notice:** When the district intends to terminate a teacher's contract during the contract term for incompetence or for any other cause, the district will give prior written notice of such intent served by personal delivery or by certified mail addressed to the teacher's last known address. Such termination notice will state the date of termination and the reasons and causes for termination, and will advise the teacher that he/she may request an informal conference with the appropriate assistant superintendent to discuss the matter. Termination notices

will be delivered or mailed at least thirty days prior to the proposed date of termination.

## 19.5 **Nonrenewal of Regular Contract Teachers.**

19.5.1 **Preliminary Notice:** When the district intends not to renew a teacher's contract, the district will inform the teacher of the fact that continued employment is in question and of the reasons therefore at least one month before issuing the nonrenewal notice. The teacher will be given an opportunity to correct any deficiencies which precipitated possible nonrenewal.

19.5.2 **Nonrenewal Notice:** When the district intends not to renew a teacher's contract, the district will give prior written notice of such intent served by personal delivery or by certified mail addressed to the teacher's last known address. Such nonrenewal notice will be dated and contain a clear and concise statement that the teacher's contract will not be renewed, will state the reasons and causes for such action, and will advise the teacher that he or she may request an informal conference with the appropriate School Services administrator to discuss the matter. Nonrenewal notices will be delivered or mailed at least two months prior to the end of the contract term of the individual teacher involved.

19.5.3 **Failure to Give Timely Notice:** In the absence of timely notice, contract teachers will be deemed to be re-employed for the succeeding contract term with a salary based upon the applicable teacher salary schedule.

## 19.6 **Informal Hearing for Provisional Contract Teachers**

19.6.1 After receiving a nonrenewal notice, provisional contract teachers, may file a written request in the division assistant superintendent's office for an informal hearing pursuant to Article 6.4 to review the proposed dismissal. If the teacher does not request an informal hearing within 14 calendar days after receiving the termination or nonrenewal notice, his/her employment shall end on the date specified in the notice.

19.6.2 If the division assistant superintendent's written determination is to dismiss the teacher, it will specify the effective date of dismissal, which will in no event be sooner than the originally proposed date, or the tenth day following the date of determination, whichever is later. The decision of the division assistant superintendent will be binding upon all parties, provided the decision does not exceed district authority as established in the law.

Note: Provisional contract teachers have the same right of a hearing under 19.7 as a regular contract teacher for a termination of a contract for cause during the contract term.

## 19.7 Formal Hearing for Regular Contract Teachers

- 19.7.1 After receiving a termination notice or a nonrenewal notice, regular contract teachers, and specially funded program teachers who have completed their provisional period and who are being released for reasons other than curtailment or discontinuance of funds, may file a written request in the superintendent's office for a formal hearing to review the proposed dismissal. If the teacher does not request a formal hearing within 14 calendar days after receiving the termination or nonrenewal notice, his/her employment shall end on the date specified in the notice.
- 19.7.2 Representatives of the superintendent and the Association will agree upon an impartial third party hearing examiner from outside the district within ten calendar days after receipt of the formal hearing request.
- 19.7.3 At the hearing the parties shall have the right to be accompanied, advised or represented by a person of their own choosing except that they may not be represented by a representative, an officer, or a member of any teacher organization other than the Association. All parties may be represented by counsel, produce witnesses, hear all testimony of the other party, cross-examine witnesses, and examine all documentary evidence.
- 19.7.4 Within ten calendar days following the hearing, the hearing examiner will submit his/her recommended solution to the Board, with copies to the teacher, the superintendent, the principal, and to the Association. The recommendation of the hearing examiner will be advisory only. The Board will make a final disposition of the case within thirty calendar days after receiving the hearing examiner's recommendation. The decision of the Board will be submitted in writing to all parties, and will be binding upon all parties, provided the decision does not exceed Board authority as established in the law.

## 19.8 General Provisions

- 19.8.1 **Time Limits:** The above time limits regarding hearing dates and decisions may be extended by mutual agreement.
- 19.8.2 **Costs:** The costs of the hearing examiner and of preparing a hearing record (if any) will be shared equally by the Board and the Association.
- 19.8.3 **Reinstatement of Lost Pay:** If it is determined that a suspension without pay or the length thereof was unjustified, the final decision will include appropriate reinstatement of lost pay to the teacher involved.
- 19.8.4 **Personnel Records:** If the final determination is not to dismiss a teacher, record of the district's attempt to dismiss the teacher will not become part of the teacher's

personnel file. Material will be removed from the teacher's file when a teacher's claim that it is inaccurate has been sustained in dismissal proceedings.

19.8.5 **Court Appeals:** Nothing herein shall be construed to limit the right of a teacher to appeal the district's decision to an appropriate court of law.

## 19.9 Reduction in Force

19.9.1 The reduction in force process will not apply and need not be followed unless there is a district-wide reduction in force. A districtwide reduction in force occurs when the district is unable to place teachers at the end of the surplus process, prior to the beginning of a new contract year. After the surplus process is complete, the superintendent may release as many teachers as necessary.

19.9.2 A meeting between the superintendent or designee and a representative of the Association will be set at least 10 days prior to any final action by the District to reduce teachers as the result of a district-wide reduction in force.

19.9.3 All unplaced teachers will be ranked by seniority as determined by the negotiated salary schedule according to base salary. The person with the highest base salary shall have the most seniority. When base salaries are the same, the total number of years of continuous and current service in the district shall determine seniority. Provisional, specially funded program, and one-year only teachers in this ranking may be released first in order to expedite this process. The teacher at the top of this ranking shall be offered the position of the least senior teacher for which the unplaced teacher is qualified, based on past and present assignments, college major and minor, and current teaching certifications and endorsements in the State of Utah.

19.9.4 Teachers released through this process shall be recalled in reverse order of their release if contract positions (.50 FTE or more) for which they are qualified become available during the next six months following their release. Notification of the available position shall be made by a certified letter to the last known address of the former employee. The offer of reemployment shall advise the person that he or she has seven days after the postmarked date of the letter to accept or reject the offer of reemployment. If rehired under this section, teachers will be placed on the step they would have received if they had not been released. Offers not accepted or responded to by the seventh day are deemed rejected; the teacher's name will be removed from the recall list once the offer is rejected.

## 19.10 Voluntary Termination of Employment (Resignation)

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

19.10.2 A teacher may retire from his or her employment on the last day of the school year by submitting written notice to the director of Human Resources no later than March 15.

19.10.3 A teacher may terminate his/her contract upon thirty days written notice to the director of Human Resources.

19.10.4 Damages in the amount of \$500 will be levied against a teacher who fails to give the above required notice.

## ARTICLE 20

### INSURANCE PROGRAMS

20.1 **Eligibility.** All teachers under written contract shall be eligible for the group insurance programs provided by the board.

20.1.1 **Coverage.** Insurance coverage (medical, life, etc.) for eligible teachers cannot begin until the district personnel office receives completed enrollment cards for each insurance coverage desired. Teachers who submit the necessary insurance enrollment forms within their first 30 days of employment will be covered retroactively from their first day of contract work. (Certain dental and accidental death coverage is not retroactive but begins the first of the following month after forms are received in the Benefits office. Voluntary life insurance becomes effective when approved by the carrier.) Teachers who are late in submitting these enrollment forms (beyond 30th day of employment) must provide proof of insurability, wait until the following Open Enrollment period, or be subject to preexisting condition limitations depending on the insurance plan desired. Coverage shall be continuous for contract teachers who are continued in employment on a year-to-year basis.

20.1.2 **Ending Date of Coverage.** Each insured teacher who terminates employment with the district shall have the benefit of such group insurance during the summer period and until August 31 for the employee group to which the teacher belonged, provided the teacher shall have completed the employment contract for the school year just ended. Otherwise, coverage shall end on the date specified in the insurance policy for teachers who terminate prior to the end of the school year.

20.2 **Dual Medical Coverage.** If a teacher who is eligible for coverage under the district's group medical plan is also eligible as the spouse or dependent child of another covered employee, the coverages will supplement one another, so that benefit payments for such individuals with dual coverage will be made up to 100% of the eligible charge provided that each employee pays the full employee contribution amount associated with the coverage sought (e.g. two employees only, each pays the full two party employee contribution amount; or for family coverage, each employee pays the full family

employee contribution amount) and the third party administrator is the same for both employees (i.e. Blue Cross or IHC).

**20.3 Shared Premium for Contract Teachers working Less Than Full-time (1.0 FTE).**

Contract teachers working less than full-time will receive full coverage under the district's group medical and non-contributory life insurance programs if they pay their proportional share of premium costs by authorized payroll deduction. The teacher's proportional share equals 1.0 minus the teacher's FTE. The Board will pay the percentage of premiums equal to the teacher's FTE. Such teachers who elect not to pay their share of the premiums will not be covered.

**ARTICLE 21**

**WORKER'S COMPENSATION**

21.1 The Board will provide worker's compensation insurance for teachers as required by state law.

**ARTICLE 22**

**DUES DEDUCTION**

22.1 The Board agrees to deduct from each teacher's salary, as authorized by that individual, an amount of money to be used to pay the dues to the appropriate association.

22.2 Dues deductions shall be made uniformly on each monthly payroll. Any requests to add, delete or change dues deductions, which are received by the Payroll Office after the 10th day of any month, will not be honored until the following month. Requests to add, change, or cancel dues deductions must be submitted on forms provided by the Association and available at the Association offices.

22.3 The Association agrees to save the Board harmless from any action growing out of these deductions and commenced by any teacher against the Board or the district and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association.

**ARTICLE 23**

**DISTRICT RETIREMENT BENEFIT**

23.1 Teachers who retire under the provisions of the Utah School Employees Retirement Act shall be eligible for the following additional district retirement benefits unless dismissed for cause:

23.1.1 Retiring teachers who are eligible for full early retirement benefits shall receive up to 60% of the amount of the retiring teacher's final full-time contract salary. (See Administrative Memo 56.)

23.1.2 One half of one percent (.005 ) times the final base salary (current teacher's salary) times the number of years of service (full credit for teaching or administrative work as defined in the current teacher's salary schedule plus one half year's credit for a full year of teaching or administrative work in other Utah school districts only).

## **ARTICLE 24**

### **SCHOOL BUILDING PROFESSIONAL COMMITTEE**

24.1 For encouragement of an acceptable relationship among the faculty and to assist in the efficient operation of the school, during the first month of the school year a committee of teachers shall be formed in each school building from the faculty of that building. The committee is an advisory, problem-solving body. Therefore, the principal and Association faculty representative of each building shall be charged with the responsibility of organizing the School Building Professional Committee. All teachers within the school shall be eligible to vote for and hold elective positions on the committee, irrespective of membership in the Association. The members of the School Building Professional Committee shall select one member who will serve as the chairperson of the committee. Prior to the implementation of new policy initiated at the local school building level, the policy will be reviewed by the school building committee in consultation with the faculty. Even though administrative functions are the responsibility of the Board and its administrative staff, all due consideration should be given to the committee recommendation.

24.1.1 In schools having fewer than 30 teachers, the committee shall consist of three teachers: one member shall be elected by the faculty, one member shall be appointed by the principal, and one shall be the duly elected faculty representative.

24.1.2 In schools having 30 teachers or more, the committee shall consist of five teachers; two members shall be elected by the faculty, two shall be appointed by the principal, and one shall be the duly elected faculty representative.

24.2 The chairperson of the School Building Professional Committee shall call and conduct all meetings of said committee. The committee shall meet at least once a month.

24.3 The principal of each school shall meet as often as necessary with the School Building Professional Committee. However, it shall not be mandatory that the principal be in attendance at all meetings of said committee.

- 24.4 Additional meetings may be called at the request of the principal or the chairperson of the School Building Professional Committee.

## **ARTICLE 25**

### **PROFESSIONAL PLANNING COMMITTEE**

- 25.1 The Professional Planning Committee shall be composed of the following:
- Members appointed by the Association (up to 10 appointees).
  - Members appointed by the superintendent (up to 10 appointees).
- 25.2 The committee shall function as an informal discussion group on matters of mutual concern to the teachers and the Board. Its purpose is to gather ideas, present reactions, express opinions, make recommendations, and to discuss school policy.
- 25.3 Meetings shall be held quarterly or a minimum of three (3) times during the school year according to a schedule determined by the committee.

## **ARTICLE 26**

### **DISTRICT CURRICULUM COMMITTEES**

- 26.1 Teachers, patrons, and administrators must be involved in curriculum initiatives, processes that address or evaluate curriculum issues, and district-wide adoptions of curriculum programs or textbooks.
- 26.2 Under the direction of the Instructional Services Division, all task forces, committees, and boards convened to address curriculum matters shall have representation of teachers, patrons, and administrators among their memberships.
- 26.3 The district will confer with the Association regarding membership in all task forces and committees that are formed to address curriculum matters.

## **ARTICLE 27**

### **CLASS SIZE REVIEW COMMITTEE**

- 27.1 There shall be two class size review committees:
- an elementary committee
  - a secondary committee
- 27.2 Each committee shall be composed of the following:

Elementary: five members appointed by the Association which shall include at least one year-round teacher.

Secondary: five members appointed by the Association which shall include at least one junior high teacher and counselor and one senior high teacher and counselor.

Five members appointed by the Superintendent or the Superintendent's designee to each committee.

- 27.3 The committees shall meet as needed to review, study, and make recommendations concerning class size issues.
- 27.4 The Association shall be given regular class size reports, according to the district schedule, detailing each school.

## **ARTICLE 28**

### **RELEASED TIME FOR GEA PRESIDENT**

- 28.1 The GEA will pay the district an amount equal to 50% of the president's salary.
- 28.2 The GEA President will be released from teaching duties full-time to perform duties as President.
- 28.3 The district will pay the full salary and fringe benefits of the Association president.
- 28.4 The president shall receive normal step advancement on the salary schedule during his/her tenure as president.
- 28.5 The teacher returning from tenure as President will be entitled to the position the teacher left or to a comparable position.

## **ARTICLE 29**

### **LISTING OF TEACHERS**

- 29.1 On or before August 15 of each year the Human Resources Office will provide the Association with a listing of all new bargaining unit employees who have at that point been hired for the new year. The listing will show the name, address, and assigned location of each employee.
- 29.2 On or before September 15 of each year the Human Resources Office will provide the Association with a listing of all bargaining unit employees currently on the computer file. The listing will show the name, address, and assigned location of each employee.

## **ARTICLE 30**

### **BULLETIN BOARD SPACE**

The Association shall have the right to post notices of Association matters on a bulletin board space no smaller than twelve (12) square feet established for the Association's exclusive use in each school.

## **ARTICLE 31**

### **DURATION AND EFFECT OF AGREEMENT**

- 31.1 The specific provisions of this Agreement and of other negotiated items shall supercede any policy or directive of the Board which contradicts any such provision of this Agreement.
- 31.2 The provisions of this Agreement may be changed only through the written mutual consent of the Board and the Association.
- 31.3 All terms and conditions of employment not covered by this Agreement or by other negotiated items shall continue to be subject to the Board's direction and control.
- 31.4 This Agreement shall be effective July 16, 2004, and shall continue in effect through July 15, 2007, except as provided in the following paragraph.
- 31.5 Negotiations shall commence April 1, 2005, April 1, 2006, and April 1, 2007 for the purpose of seeking mutually acceptable contract adjustments on the following items only:
- Salary
  - Medical Insurance
  - Any other negotiable items with mutual consent of both parties

## Appendices

The following appendices are included as reference materials only.

## **APPENDIX A Salary Schedule**

## **APPENDIX B Grievance Form**

## **APPENDIX B Grievance Form**

## **APPENDIX C Application for Lane Advancement**

## **APPENDIX D Application for Early Summer Payments**

## **APPENDIX E Special Employment Contract**

**APPENDIX F**

**UTAH CODE 53A**

**CHAPTER 10**

**EDUCATOR EVALUATION**

Section

- 53A-10-101. Legislative findings.
- 53A-10-102. Definitions.
- 53A-10-103. Establishment of educator evaluation program - Joint committee.
- 53A-10-104. Frequency of evaluations.
- 53A-10-105. Evaluation orientation.
- 53A-10-106. Components of educator evaluation program - Evaluator - Notice - Criteria - Response.
- 53A-10-107. Deficiencies - Remediation.
- 53A-10-108. Consulting educator for provisional educator.
- 53A-10-109. Final evaluation.
- 53A-10-110. Review of evaluation - Time limit on request.
- 53A-10-111. Additional compensation for services.

**53A-10-101. Legislative findings.**

(1) The Legislature recognizes that the quality of public education can be improved and enhanced by providing for systematic, fair, and competent evaluation of public educators and remediation of those whose performance is inadequate.

(2) In accordance with Subsections 53A-1a-104(7) and 53A-6-102(2)(a) and (b), the desired purposes of evaluation are to allow the educator and the school district to promote the professional growth of the teacher, to identify and encourage teaching strategies which contribute to student progress, to identify teachers according to their abilities, and to improve the education system. **2001**

**53A-10-102. Definitions.**

As used in this chapter:

(1) "Career educator" means a certified employee entitled to rely upon continued employment under the policies of a local school board.

(2) "Educator" means any individual, except the superintendent, employed by a school district who is required to hold a professional certificate issued by the State Board of Education. Educator does not include individuals who work less than three hours per day or who are hired for less than half of a school year.

(3) "Probationary educator" means any educator employed by a school district who, under local school board policy, has been advised by the district that his performance is inadequate.

(4) "Provisional educator" means any educator employed by a school district who has not achieved status as a career educator within the school district. **1990**

**53A-10-103. Establishment of educator evaluation program - Joint committee.**

(1) Each local school board shall develop an evaluation program in consultation with its educators through appointment of a joint committee.

(2) The joint committee shall be comprised of an equal number of classroom teachers, parents, and administrators appointed by the board.

(3) A board may appoint members of the joint committee from a list of nominees:

- (a) voted on by classroom teachers in a nomination election;
- (b) voted on by the administrators in a nomination election; and
- (c) of parents submitted by school community councils within the district.

(4) The evaluation program developed by the joint committee must comply with the requirements of Section 53A-10-106. **2003**

**53A-10-104. Frequency of evaluations.**

A local school board shall provide for the evaluation of its provisional and probationary educators at least twice each school year. **1988**

**53A-10-105. Evaluation orientation.**

(1) The principal of each school shall orient all educators assigned to the school concerning the school board's educator evaluation program, including the purpose of the evaluations and the method used to evaluate.

(2) Evaluations may not occur prior to the orientation by the principal. **1988**

**53A-10-106. Components of educator evaluation program - Evaluator -Notice - Criteria - Response.**

Any educator evaluation program adopted by a local school board in consultation with a committee shall provide the following:

(1) unless otherwise provided in the adopted program, the principal, the principal's designee, or the educator's immediate supervisor shall perform the educator evaluation;

- (2) personal notice to the educator of the evaluation process at least 15 days prior to the first evaluation and receipt of a copy of the evaluation instrument, if an instrument is to be used;
- (3) a reasonable number of observation periods for any evaluation to insure adequate opportunity for evaluation;
- (4) the use of several types of evaluation and evidence, such as self-evaluation, student evaluation, peer evaluation, or systematic observations;
- (5) that the educator may make a written response to all or any part of the evaluation and that the response will be attached to the evaluation;
- (6) a reliable and valid evaluation consistent with generally accepted professional standards for personnel evaluation systems; and
- (7) within 15 days after the completed evaluation process the evaluation in writing shall be discussed with the educator. Following any revisions made after the discussion, a copy of the evaluation shall be filed in the educator's personnel file together with any related reports or documents. A copy of the evaluation and attachments shall be given to the educator. **1990**

**53A-10-107. Deficiencies - Remediation.**

- (1) An educator whose performance is inadequate or in need of improvement shall be provided with a written document clearly identifying deficiencies, the available resources for improvement, and a recommended course of action that will improve the educator's performance.
- (2) The district shall provide the educator with reasonable assistance to improve performance.
- (3) An educator is responsible for improving performance by using the resources identified by the school district and demonstrating acceptable levels of improvement in the designated areas of deficiencies. **1990**

**53A-10-108. Mentor for provisional educator.**

- (1) In accordance with Subsections 53A-1a-104(7) and 53a-6-102(2)(a) and (b), the principal or immediate supervisor of a provisional educator shall assign a mentor to the provisional educator.
- (2) Where possible, the mentor shall be a career educator who performs substantially the same duties as the provisional educator and has at least three years of educational experience.
- (3) The mentor shall assist the provisional educator to become effective and competent in the teaching profession and school system, but may not serve as an evaluator of the provisional educator. **2001**

**53A-10-109. Final evaluation.**

(1) At least 60 days prior to the end of the contract school year, the principal, immediate supervisor, or appointed evaluator of an educator whose performance has been determined to be inadequate or in need of improvement, shall complete all written evaluations and recommendations regarding the educator evaluated during the contract school year.

(2) The final evaluation shall contain only data previously considered and discussed with the individual educator as required in Section 53A-10-106.

(3) Nothing in this section prevents a school district from performing supplementary evaluation for good cause after the issuance of the final evaluation. **1988**

**53A-10-110. Review of evaluation - Time limit on request**

(1) An educator who is not satisfied with an evaluation has 30 days after receiving the written evaluation to request a review of the evaluation.

(2) If a review is requested, the district superintendent or the superintendent's designee shall appoint a person, not an employee of the district, who has expertise in teacher or personnel evaluation to review and make recommendations to the superintendent regarding the teacher's evaluation.

(3) Nothing in this section prevents the teacher and district superintendent or the superintendent's designee from agreeing to another method of review. **1990**

**53A-10-111. Additional compensation for services.**

The district may compensate a person employed as a mentor under Section 53A-10-108 or participant in the evaluation for those services, in addition to the person's regular salary, if additional time is required in the evaluation process. **2001**

## **APPENDIX G Teacher Application for Personal Leave**

**APPENDIX H**

**UTAH CODE 53A**

**CHAPTER 8**

**SCHOOL TERMINATION PROCEDURES**

**53A-8-101. Short title.**

This chapter is known as the "Utah Orderly School Termination Procedures Act."

**53A-8-102. Definitions.**

As used in this chapter:

- (1) "Career employee" means an employee of a school district who has obtained a reasonable expectation of continued employment based upon Section **53A-8-106** and an agreement with the employee or the employee's association, district practice, or policy.
- (2) "Contract term" or "term of employment" means the period of time during which an employee is engaged by the school district under a contract of employment, whether oral or written.
- (3) "Dismissal" or "termination" means:
  - (a) termination of the status of employment of an employee;
  - (b) failure to renew or continue the employment contract of a career employee beyond the then-current school year;
  - (c) reduction in salary of an employee not generally applied to all employees of the same category employed by the school district during the employee's contract term; or
  - (d) change of assignment of an employee with an accompanying reduction in pay, unless the assignment change and salary reduction are agreed to in writing.
- (4) "Employee" means a career or provisional employee of a school district, but does not include:
  - (a) the district superintendent, or the equivalent at the Schools for the Deaf and the Blind;

- (b) the district business administrator or the equivalent at the Schools for the Deaf and the Blind; or
  - (c) a temporary employee.
- (5) "Provisional employee" means an individual, other than a career employee or a temporary employee, who is employed by a school district.
- (6) "School board" or "board" means a district school board or its equivalent at the Schools for the Deaf and the Blind.
- (7) "School district" or "district" means:
- (a) a public school district; or
  - (b) the Schools for the Deaf and the Blind.
- (8) "Temporary employee" means an individual who is employed on a temporary basis as defined by policies adopted by the local board of education. If the class of employees in question is represented by an employee organization recognized by the local board, the board shall adopt its policies based upon an agreement with that organization. Temporary employees serve at will and have no expectation of continued employment.

**53A-8-103. Local school board to establish dismissal procedures.**

- (1) A local school board shall, by contract with its employees or their associations, or by resolution of the board, establish procedures for dismissal of employees in an orderly manner without discrimination.
- (2) The procedures shall include standards of due process and causes for dismissal.

**53A-8-104. Dismissal procedures.**

- (1) The district shall provide employees with a written statement of causes under which a career employee's contract may not be renewed or continued beyond the then-current school year, under which a contract of each class of personnel may not be renewed or continued beyond the then-current school year, and under which a contract can be otherwise terminated during the contract term, and the orderly dismissal procedures which are used by the district in cases of contract termination, discontinuance, or nonrenewal.
- (2) (a) If the district intends to terminate a contract during its term or discontinue a career employee's contract beyond the then current school year for reasons of unsatisfactory performance, the unsatisfactory performance must be documented in at least two evaluations conducted at any time within the preceding three years in accordance with district policies or practices.

- (b) The district shall notify a career employee, at least 30 days prior to issuing notice of intent not to renew or continue the employee's contract beyond the then-current school year, that continued employment is in question and the reasons for the anticipated nonrenewal or discontinuance.
  - (c) The board shall give the career employee an opportunity to correct the problem in accordance with the district evaluation policies.
  - (d) The board may grant the career employee assistance to correct the deficiencies, including informal conferences and the services of school personnel within the district consistent with Subsections **53A-1a-104**(7) and **53A-6-102**(2)(a) and (b).
- (3) (a) If the career employee does not correct the problem as determined in accordance with the evaluation and personnel policies of the district and the district intends to not renew or discontinue the contract of employment of a career employee at the end of the then-current school year, it shall give notice of that intention to the employee.
- (b) The district shall issue the notice at least 30 days before the end of the career employee's contract term.
- (4) A district shall notify a provisional employee at least 60 days before the end of the provisional employee's contract if the employee will not be offered a contract for a subsequent term of employment.
- (5) In the absence of a notice, an employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employee into which the individual falls.
- (6) If the district intends to not renew or discontinue the contract of a career employee or to terminate a career or provisional employee's contract during the contract term:
- (a) the district shall give written notice of the intent to the employee;
  - (b) the notice shall be served by personal delivery or by certified mail addressed to the individual's last-known address as shown on the records of the district;
  - (c) except as provided under Subsection (3)(b), the district shall give notice at least 15 days prior to the proposed date of termination;
  - (d) the notice shall state the date of termination and the detailed reasons for termination; and
  - (e) the notice shall advise the individual that he has a right to a fair hearing; and
  - (f) the notice shall state that failure of the employee to request a hearing in accordance with procedures set forth in the notice constitutes a waiver of that

right and that the district may then proceed with termination without further notice.

- (7) The procedure under which a contract is terminated during its term may include a provision under which the active service of the employee is suspended pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the district.
- (8) (a) Suspension pending a hearing may be without pay if an authorized representative of the district determines, after providing the employee with an opportunity for an informal conference to discuss the allegations, that it is more likely than not that the allegations against the employee are true and will result in termination.
  - (b) If termination is not subsequently ordered, the employee shall receive back pay for the period of suspension without pay.
- (9) The procedure shall provide for a written notice of suspension or final termination including findings of fact upon which the action is based if the suspension or termination is for cause.

**53A-8-105. Hearings before district board or hearing officers - Rights of employee – Subpoenas - Appeals.**

- (1) (a) Hearings are held under this chapter before the board or before hearing officers selected by the board to conduct the hearings and make recommendations concerning findings.
  - (b) The board shall establish procedures to appoint hearing officers.
  - (c) The board may delegate its authority to a hearing officer to make decisions relating to the employment of an employee which are binding upon both the employee and the board.
  - (d) Subsection (1) does not limit the right of the board or the employee to appeal to an appropriate court of law.
- (2) At the hearings, an employee has the right to counsel, to produce witnesses, to hear testimony against the employee, to cross-examine witnesses, and to examine documentary evidence.
- (3) Subpoenas may be issued and oaths administered as provided under Section **53A-7-204**.

**53A-8-106. Career employee status for provisional employees.**

- (1) A provisional employee must work for a school district on at least a half-time basis for three consecutive years to obtain career employee status.

- (2) Policies of an employing school district shall determine the status of a career employee in the event of the following:
  - (a) the employee accepts a position which is substantially different from the position in which career status was achieved; or
  - (b) the employee accepts employment in another school district.
- (3) If an employee who is under an order of probation or remediation in one assignment in a school district is transferred or given a new assignment in the district, the order shall stand until its provisions are satisfied.
- (4) An employee who is given extra duty assignments in addition to a primary assignment, such as a teacher who also serves as a coach or activity advisor, is a temporary employee in those extra duty assignments and may not acquire career status beyond the primary assignment.
- (5) A person is an at-will employee and is not eligible for career employee status if the person:
  - (a) is a teacher who holds a competency-based license pursuant to Section **53A-6-104.5** and does not hold a level 1, 2, or 3 license as defined in Section **53A-6-103**; or
  - (b) holds an administrative/supervisory letter of authorization pursuant to Section **53A-6-110**.

**53A-8-107. Necessary staff reduction not precluded.**

Nothing in this chapter prevents staff reduction if necessary to reduce the number of employees because of the following:

- (1) declining student enrollments in the district;
- (2) the discontinuance or substantial reduction of a particular service or program;
- (3) the shortage of anticipated revenue after the budget has been adopted; or
- (4) school consolidation.

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