

PROFESSIONAL AGREEMENT

between

THE BOARD OF EDUCATION  
OF  
GRANITE SCHOOL DISTRICT

and

THE GRANITE EDUCATION  
ASSOCIATION INCORPORATED

*Covering the Period*

*July 1, 2017 through June 30, 2020*

Granite School District  
2500 South State Street  
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 the 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, and 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. Limited short term-basis shall not exceed one semester.
- 1.5 **One-year-only 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. Possible one-year-only contracts include, but are not limited to, leave of absence; specially funded grant programs; fractional FTE; licensure issues; change of school program, etc.
- 1.6 **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.
- 1.7 **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 that 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-8a-505 Utah Code, justifying the nonrenewal of employment contracts for the teachers in that program as a necessary staff reduction.

- 1.8 **Association** shall mean the Granite Education Association.
- 1.9 **District** shall mean the Granite School District in the County of Salt Lake and State of Utah.
- 1.10 **Board** shall mean the Granite School District Board of Education.
- 1.11 **School Year** shall mean the period of time established by the official school calendar adopted by the Board.
- 1.12 **Seniority** shall mean length of continuous and current employment as a teacher under contract in the District.
- 1.13 **Semester hours** includes the computational equivalent in quarter hours (quarter hours \*  $\frac{2}{3}$  = semester hours or semester hours \*  $\frac{3}{2}$  = quarter hours).
- 1.14 **Salary schedule** shall mean steps and lanes.
- 1.15 **Instructional Coach** shall mean all teachers who are paid on the teachers' salary schedule who work with teachers in a coaching capacity and are assigned to a school building(s). A coach has no administrative authority to conduct evaluations. Observations are done to support the teacher.
- 1.16 **Specialist/Interventionist** shall mean all teachers who are paid on the teachers' salary schedule who work with teachers in specified areas of request, whether by teacher request or administrative request. The specialists/interventionists are assigned by the district office and report to the specific district administrator for whom they work. A specialist may report to the administration what areas are being addressed. While they may conduct observations, they have no administrative authority to conduct evaluations.
- 1.17 **Coordinator** shall mean all teachers who are paid on the teachers' salary schedule who work with teachers in specified areas of request, whether by teacher request or administrative request. The coordinators are assigned by the district office and reports to the specific district office director for whom they work. While they may conduct observations, they have no administrative authority to conduct evaluations.

## **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, non-membership, 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; however, this section shall not operate to impair any Agreement or contract during the term of the Agreement of contract.
- 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, 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 or her 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.
- 4.4 **Scheduling.** The Board recognizes the need for the Association to be able to conduct Association business. When possible, GSD agrees not to schedule any meetings, trainings, or other activities that require teacher attendance after teacher contract time on the second Wednesday of each month.

## 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 first 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 it wishes to negotiate. The Board shall respond within two weeks with specific written proposals to open for negotiation any items the Board wishes to negotiate that 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 by 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 or 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 or her promptly and making available at his or 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 his or her direct supervisor (school level principal or district office director) 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 or district office director shall have up to 10 working days after thus learning of the grievance to consider the matter and give the principal's or district office director'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 or district office director 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 or district office director shall have up to 10 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 10 working days after receiving the answer in step two, requesting that the principal's or district office director'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 or her 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 or 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 or 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 or her authority shall be strictly limited to making a recommendation to the Board regarding only the specific issue or issues submitted to him or 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 or 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 upon his or 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 or 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 that 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 recommendation(s) 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 for grievances brought by the Association but not for grievances brought by teachers or other associations in their own behalf. In those situations, the teacher, or association representing the teacher, will be responsible to share the costs with the District.

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. Informal hearings shall not be held without providing adequate notice of the hearing to the Association and opportunity for the Association to participate in the hearing.

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 ten 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 ten 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 (.50 FTE) 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 five 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: Lane change credit shall be given for credit 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 **Prior Approval Credit.** Upon recommendation of the Educator Support and Development office, Prior Approval credit may be used toward lane advancement on the salary schedule. Prior Approval forms must be submitted and approved prior to the professional learning activity. See Appendix D.

7.2.2.5 **In-service credit** may be used in qualifying for salary lane advancement according to the following provisions:

- A. All USBE approved in-service credit will count towards lane change.
- B. Evidence of credit (e.g. transcripts, USBE report, Prior Approval form, etc.) is to be submitted to Human Resources, and is the responsibility of the teacher.
- C. Lane change appeals will be directed to the Human Resources office.

### 7.3 **Payment of Salaries**

7.3.1 Paychecks will be made available to employees twice per month on the 15<sup>th</sup> and the last district working day per month, as per the district twelve-month calendar.

7.3.2 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.

7.3.3 All employees paid from the teachers' 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	2 Days Per Week	\$36.00
4 Days Per Week	\$72.00	1 Day Per Week	\$18.00
3 Days Per Week	\$54.00		

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 that 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 that 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 Public Education Human Resource Management 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 assigned. In a school with a seven-period day, the normal full-time load is six (6) teaching periods plus one consultation/preparation period per day. (See 9.8.)

7.7.2 In a school with a four-period block day, the normal full-time load is three (3) teaching periods and one (1) consultation/preparation period per day.

7.7.3 In a school with a five-period block day, the normal full-time load is four (4) teaching periods and one (1) consultation/preparation period per day.

### Seven-Period Traditional Schedule

Full-time teaching consists of six (6) periods out of seven (7) periods with one (1) consultation.

Teaching Periods	Proportion of Full-time	FTE	Contract Status	Consultation Periods
1	$1/6 = 0.17$	0.17	No	No
2	$2/6 = 0.34$	0.34	No	No
3	$3/6 = 0.50$	0.50	Yes	Yes – One
4	$4/6 = 0.67$	0.67	Yes	Yes – One
5	$5/6 = 0.83$	0.83	Yes	Yes – One
6	$6/6 = 1.0$	1.0	Yes	Yes – One

### Four-Period A/B Block Schedule

Full-time teaching consists of six (6) periods out of eight (8) periods with two (2) consultations.

Teaching Periods	Proportion of Full time	FTE	Contract Status	Consultation Periods
1	$1/6 = 0.17$	0.17	No	No
2	$2/6 = 0.34$	0.34	No	No
3	$3/6 = 0.50$	0.50	Yes	Yes – One prorated
4	$4/6 = 0.67$	0.67	Yes	Yes – Two prorated
5	$5/6 = 0.83$	0.83	Yes	Yes – Two prorated
6	$6/6 = 1.0$	1.0	Yes	Yes – Two full

### Five Period A/B Block Schedule

Full-time teaching consists of eight (8) periods out of ten (10) periods and two (2) consultation periods.

Teaching Periods	Proportion of Full-time	FTE	Contract Status	Consultation Periods
1	$1/8 = 0.125$	0.125	No	No
2	$2/8 = 0.25$	0.25	No	No
3	$3/8 = 0.375$	0.375	No	No
4	$4/8 = 0.50$	0.50	Yes	Yes – one full
5	$5/8 = 0.625$	0.625	Yes	Yes – two prorated
6	$6/8 = 0.75$	0.75	Yes	Yes – two prorated
7	$7/8 = 0.875$	0.875	Yes	Yes – two prorated
8	$8/8 = 1.0$	1.0	Yes	Yes – two full

- 7.7.4 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.
- 7.7.5 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.
- 7.7.6 In the event the Board of Education approves a school-day schedule different from the day described in 7.7.1., 7.7.2., or 7.7.3, the District and Association will jointly develop an FTE calculation grid.

## **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 that 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. Mandatory professional development days shall not be scheduled on Saturdays or Sundays. 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 Teaching hours do not apply to extra duty assignments, see "UHSAA and/or Extra Compensation Program."

### 9.3 **School Day**

9.3.1 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.

9.3.2 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. Junior High contract time on Fridays is 2:45p.m.

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

9.4.1 Faculty meetings shall not exceed two per month, except when cleared by a School Accountability Director and/or in the event of an emergency.

9.4.2 Faculty meetings are to be used to manage the logistical operations of the school and to enhance communication with the faculty. One faculty meeting per month may be used for professional development and shall not exceed 90 minutes.

### 9.5 **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.

9.5.1 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 an as-need basis.

9.5.2 **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 Secondary Lunch Monitor rate (Classified Lane dd) until an aide can be hired.

9.5.3 **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 Secondary Lunch Monitor rate (Classified Lane dd).

### 9.6 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.

9.7 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.

9.8 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 members. Emergency in this subsection shall mean an unscheduled or unplanned event, or an unforeseen combination of circumstances, that calls for immediate action.

In the event that a substitute teacher is not provided for a contract teacher who has requested a substitute for a sick personal or sick family day prior to 6:30 a.m., the absence will result in a “failed-to-fill.” In such situations, when contract teachers are asked to cover the failed-to-fill, they shall be paid a prorated share of the Level F substitute teacher rate. Secondary teachers who cover the failed-to-fill during what would have been their paid consultation period will coordinate with their supervisor to fulfill the contractual obligation.

9.9 The teaching load for secondary teachers is defined in Article 7.7. The normal teaching assignment for secondary teachers is not more than three teaching preparations and not more than two subject areas. The consultation period(s) shall be used for consultation, preparation or other professional purposes.

## **ARTICLE 10**

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

10.1 Elementary students K through six (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 for 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.

An increase in elementary planning and collaboration time will be added to the one (1) hour and 45 minutes per week currently allotted to teachers. Each teacher will be given an additional 45-minute block of time weekly—two times per month will be dedicated to teacher planning time and two times per month will be for collaboration time. In the event that the 45-minute planning time falls during an assembly, or other scheduled activities, the principal will arrange coverage for the teacher’s students, thus guaranteeing that the teacher will still receive his or her planning time. This will be accomplished without burdening another teacher for supervision.

## Monthly Schedule

	<b>Regular Weekday</b>	<b>Short day</b>
Week 1	During the day (specialist) 45 minutes planning time	Short day (15 min after-school contract time) + 45 minutes collaboration time + 60 minutes planning time
Week 2	During the day (specialist) 45 minutes planning time	Short day (15 min after-school contract time) + 105 minutes planning time
Week 3	During the day (specialist) 45 minutes planning time	Short day (15 min after-school contract time) + 45 minutes collaboration time + 60 minutes planning time
Week 4	During the day (specialist) 45 minutes planning time	Short day (15 min after-school contract time) + 105 minutes planning time
If - Week 5	During the day (specialist) 45 minutes planning time	Short day (15 min after-school contract time) + 105 minutes planning time

**Total 4 week month planning time is 510 minutes (8.5 hours) and 90 minutes collaboration time**

- 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 shall not be held during planning time.
- 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 (student) class-free planning and preparation times during the same hours and on the same basis as regular classroom teachers. Building principals will verify that prep time for Special Education teachers is built into the schedule as it is for all other teachers.

- 10.7 Fine arts and physical education 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, or grade level.
- 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.
- 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. Appropriate disciplinary measures should be assessed to students when students make false allegations against an employee that have an affect or impact on the teacher's employment. 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, any assault suffered in connection with their employment. The principal/supervisor will forward a copy to School Accountability 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 or she committed an assault in connection with his or 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 or her assignment as a result of personal injury caused by an assault arising out of and in the course of his or her employment, he or she shall be paid his or 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 or 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 or 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 Public Education Human Resource Management Act (PEHRMA) Title 53A Chapter 8a. Utah Code. (See Appendix G.)
- 14.2 Copies of all formative and summative teacher evaluations will be given to the teacher for his or 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 or her file.

- 14.3 Summative evaluations, or formative evaluations which could lead to corrective discipline, shall only be conducted by fully licensed administrative personnel.

## 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 or her termination. At that time, the file will be removed to another storage space and maintained according to the Utah School Districts General Retention Schedule.

- 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 or 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 or 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 that have been vacated by reason of resignation, retirement, dismissal, death, reassignment, or transfer.

16.1.2 All vacancies for the following school year will be posted according to the following schedule. **Exception:** Vacancies that are filled by administrative transfer will not be posted.

### 16.1.3 Posting of Elementary Vacancies

16.1.3.1 The day after the annual surplus meeting the Human Resources office will publish online the first listing of known elementary vacancies, that will occur for the following school year. Subsequent vacancies may be posted on a daily basis.

### 16.1.4 Posting of Secondary Vacancies

16.1.4.1 The day after the annual surplus meeting the Human Resources office will publish online the first listing of known secondary vacancies, that will occur for the following school year. Subsequent vacancies may be posted on a daily basis. (**Exception:** High School Head coaching positions for the following school year may be posted as soon as the vacancy is declared.)

### 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, 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 The day after the annual surplus meeting all teachers in the District shall be eligible to apply for transfer to any specific position in another school that 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 apply online for the specific posted position, or positions, for which the teacher wishes to apply. After completing an online transfer request, a confirmation number is provided.

16.2.3 The application deadline date shall be the fifth working day following publication and posting of the vacancy.

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

16.3.1 In filling non-promotional 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 Accountability Director.

## **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 that 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 Accountability Services administrator will meet with the teacher involved to discuss the proposed transfer and the reasons thereof.

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 Accountability Director to discuss the matter.

16.6.6 Administrative transfers will be recommended by the principal and/or the appropriate School Accountability Director and will take effect 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 the option of 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 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 of sick leave will be granted annually with full pay, cumulative to thirty teaching days. Sick leave is allocated after a teacher works at least one scheduled contract day in the current school year.
- 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 or 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 District Human Resources office.
- 18.1.1.6 A teacher whose personal illness extends beyond his or 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 "Diagnosis and Functional Limitations" form 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 or the option of 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 Ten days of sick leave will be granted annually with full pay. Sick leave is allocated after a teacher works at least one scheduled contract day in the current school year.
- 18.1.2.3 One additional day of annual sick leave will be added for each additional contract month served beyond the regular school year.
- 18.1.2.4 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 reviewed by the principal, the Benefits Department, and granted 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. Denial of special use of sick leave can be appealed to the Superintendent.
- 18.1.3.2 The immediate family is defined as husband, wife, father, father-in-law, stepfather, mother, mother-in-law, stepmother, daughter, daughter-in-law, stepdaughter, son, son-in-law, stepson, brother, brother-in-law, step brother, sister, sister-in-law, step sister, aunt, uncle, grandchildren, grandchildren-in-law, step grandchildren, grandparent, grandparent-in-law, step grandparent, 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 of 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 of 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, by an Assistant Superintendent, for family illness. (The teacher shall be charged the current daily Substitute B rate.)
- 18.1.3.6 Up to five (5) days of special use of sick leave will be granted by the principal in the event of a death in the immediate family as defined above. Bereavement days can be taken within a two-week window from the time of the death.

## 18.2 Personal Leave

- 18.2.1 Teachers are allocated four (4) personal leave days each contract year. Personal leave can be taken for any reason, at the discretion of the teacher. Teachers who take no personal leave in a contract year will receive an amount equal to three times the current Substitute B rate. Teachers who take one personal leave day in a contract year will receive an amount equal to two times the current Substitute B

rate. Teachers who take two personal leave days in a contract year will receive an amount equal to the current Substitute B rate. Teachers who take three or four personal leave days in a contract year will receive no additional amount.

18.2.2 A minimum of one day (24 hours) notice must be given to the principal before taking personal leave, except in cases of emergency. (See Appendix F.)

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 one or two 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 Emergency Leave**

18.3.1 In emergency situations, teachers will be allowed to reimburse the district the cost of the substitute. The Human Resources Director will work with the Association on what constitutes an emergency.

Emergency Leave situations are unforeseen severe circumstances beyond the employee's control where the employee can show proof they had intended to be at work. Documentation should be provided within three working days from the time the employee reports back to work. A maximum of three days would be allowed where an employee would be allowed to pay the cost of the substitute.

Out of town natural disasters, grounding of airlines, fire evacuations, will qualify for emergency leave.

Routine unforeseen circumstances like car accidents, water heater breaks, snow storms will not be granted.

### **18.4 Sabbatical Leave**

18.4.1 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:

18.4.1.1 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.



- 18.4.1.2 Teachers will be notified by March 15 as to the disposition of the request.
- 18.4.2 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.
- 18.4.3 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.
  - 18.4.3.1 Payments will be made on the basis of one-twelfth of the remuneration amount each month for a twelve-month period. The first payment will be made at the end of the first month of effective sabbatical leave.
- 18.4.4 A sabbatical leave of absence may be extended as a leave of absence without pay or increment for an additional year.
- 18.4.5 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.
- 18.4.6 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.
- 18.4.7 The medical, surgical, hospitalization, and life insurance program will be provided for teachers on sabbatical leave.
- 18.4.8 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.
- 18.4.9 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.
- 18.4.10 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.

**18.5 Leaves of Absence Without Pay.**

18.5.1 Teachers in the District are eligible to apply for a leave of absence without pay.

18.5.2 Leaves of absence without pay shall be granted for reasons of newborn care or adoption.

18.5.3 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.

18.5.4 Teachers shall submit a written request stating the purpose of the leave, the length of the leave, and the beginning and termination dates.

18.5.5 Leaves of absence without pay may not exceed two full semesters, subject to the provisions of section 18.4.7.

18.5.6 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.

18.5.7 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 beginning of a school year (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 beginning of the school year (elementary) must notify the Human Resources office, in writing, of their intent to return no later than March 1. Teachers scheduled to return at the beginning of the second semester (secondary) must notify the Human Resources office of their intent to return in writing no later than November 1.

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

**18.6 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.

**18.7 Association Leave.**

18.7.1 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, administrators, Granite Education Association, and the Granite School District Board of Education.

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

18.7.3 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.

18.7.4 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.

18.7.5 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 15 of each year.

18.8 **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 30 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 Public Education Human Resources Management Act (PEHRMA), Title 53A-8a, Utah Code Annotated. (See Appendix G.)

- 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 judgment, 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 thereof. Suspended teachers shall have the right to an informal hearing pursuant to Article 6.4 if the hearing is requested within 15 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 unsatisfactory performance, the District will inform the teacher of the fact that continued employment is in question and of the reasons thereof at least thirty days before issuing the termination notice. The teacher will be given an opportunity to correct any deficiencies that 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 unsatisfactory performance, or for cause, the teacher may request an informal conference with the appropriate Assistant Superintendent to discuss the matter. If termination of the teacher's contract is the final determination of the District, it 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 reasons and causes for termination and will advise the teacher of his or her appeal rights. 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 thereof 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 Accountability Services administrator to discuss the matter. Nonrenewal notices will be delivered or mailed at least 60

calendar days 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 or Career Contract Teachers**

19.6.1 After receiving a nonrenewal notice, provisional or career 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 15 calendar days after receiving the termination or nonrenewal notice, his or 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 15 calendar days after receiving the termination or nonrenewal notice, his or 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 twenty working days following the hearing, the hearing examiner will submit his or her recommended solution to the Board, with copies to the teacher, the Superintendent, district representative, 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 forty-five 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. If the employee is not a member of the Association, the cost of the hearing examiner and of preparing a hearing record will be shared equally by the Board and the employee.

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 district-wide 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 reviewed by the number of their respective endorsements and certifications, according to the staffing needs of the District. Staffing needs may include but are not limited to the following: endorsements, certifications, pattern of declining enrollments in subject area, endorsements in core academic areas, ESL and gifted endorsements, extracurricular coaching endorsements and certifications, eMINTS certifications, and those who are fluent in a language needed within a school site. Any teacher who has received a current (within the existing school year) written notice of suspension will not be eligible to displace another teacher.
- 19.9.4 If a choice must be made between two or more teachers determined by the District to be equally well qualified for the position, the teacher with the most advanced degree and lane placement according to the teacher salary schedule will be retained.
- 19.9.5 Teachers released through this process, who are not on active corrective discipline as found within their district personnel file, shall be given the first right of interview for positions for which they are qualified that become available during the 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 interview 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 interview. 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.

**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 1.
- 19.10.3 A teacher may terminate his or her contract upon thirty days written notice to the director of Human Resources.
- 19.10.4 Damages in the amount of \$1,000 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 contract teachers cannot begin until the Benefits personnel office receives completed online enrollment confirmation and if necessary supporting documentation (marriage certificate, dependent birth certificate, etc.). Teachers who complete the online insurance enrollment within their first 30 days of contract employment will have insurance for individual selected coverage. Insurance benefits will begin the first day of the month following the contract start date. Teachers must elect or waive insurance coverage annually.

Teachers who enroll in voluntary life insurance, increase voluntary life insurance or disability coverage after their first 30 days of contract employment must complete an evidence of insurability form. The evidence of insurability form must be approved by the carrier before coverage is effective.

Any life changing events affecting insurance coverage (marriage, divorce, death, birth etc.) must be reported to the Benefits Office within 30 calendar days of the event to ensure coverage.

20.1.2 Medical insurance premiums paid by the employee reflect a percentage of the total costs of medical insurance and are recalibrated annually.

20.1.3 **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 at midnight 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 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 contribution amount associated with the coverage sought and one employee pays the employee or employee plus dependent(s) amount (e.g. two employees only, one pays employee plus spouse and the other pays employee only contribution; or two employees and family, one employee pays employee plus spouse and family and the



other pays employee plus family). The employees must be members of the same medical insurance plan.

**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.

**20.4 Insurance Committee.** Association leaders and/or Association appointees will meet regularly with the District to discuss, study, and make recommendations regarding the substance, implementation, and funding of insurance programs.

**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 hold 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 Current teachers who have at least ten (10) contract years in Granite School District and retire under the provisions of the Utah State Retirement Act may be eligible for the following additional district retirement benefits, as outlined in the provisions and timelines of Administrative Memorandum 56: Early Retirement Incentive Program for Teachers:
- 23.1.1 The District Retirement Benefit – Any eligible regular contract teacher who retires under the provisions and timelines of Memorandum 56 will receive the District Retirement Benefit which is a one-time stipend equal to one-half of one percent (0.005) of the final contract base salary times the number of years of service in the district in a contract position. This one-time stipend will be deposited into a 403(b) Special Pay Plan within 30 days of the last paycheck date. Stipends for individuals who retire within three months after the start of a new contract year will be based on the contract base salary from the prior year.
- 23.1.2 Early Retirement Stipend - Any eligible regular contract teacher who retires under the provisions and timelines of Memorandum 56 will be given 12% of their final base contract salary each year for five consecutive years or until eligible for full Social Security benefits (by July 1 of that year), whichever occurs first. Early retirement stipends will cease upon the death of the retiree. The payments will be deposited into a 403(b) Special Pay Plan beginning the first September 15 following the last date of contract employment (termination date) and each September 15 thereafter, until the payments are completed as described above.
- 23.1.3 Teachers who retire early under the provisions and timelines of the Early Retirement Incentive Program for Teachers may continue to enroll in the district's group medical and dental programs for five consecutive years following the last date of contractual insurance coverage or until they are eligible for Medicare, whichever occurs first. Teachers may participate in the district-sponsored life insurance program for five consecutive years following the last date of contractual insurance coverage or until eligible for full Social Security benefits, whichever occurs first. Life insurance and medical benefits will be paid according to the life insurance and medical policies in effect at the time expenses or death occur. The amount of life insurance coverage will be based on the retiree's contract base salary during his/her final year of contract service up to a maximum amount of \$100,000. Any ongoing changes in premium or benefits affecting regular contract employees will also apply to retirees. Medical and dental coverage includes the retiree's previously enrolled eligible spouse and dependents until they are no longer eligible.
- 23.1.4 Any teacher who has received a current (within the existing contract year) written notice of suspension, termination, or non-renewal of contract in accordance with

Article 19, is not eligible to participate in the Early Retirement Incentive Program for Teachers, as outlined in the provisions of Administrative Memorandum 56.

## **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 Teaching and Learning Services, 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.

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 President will be released from teaching duties half-time to perform duties as GEA President.
- 28.2 The District will pay the full salary and fringe benefits of the Association president. The GEA will reimburse the District an amount equal to 50% of the president's salary and benefits, less the 10 days allowed by statute.
- 28.3 The president shall receive normal step advancements on the salary schedule during his or her tenure as president.
- 28.4 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, district email 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, email 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 supersede 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 1, 2017, and shall continue in effect through June 30, 2020, except as provided in the following paragraph.
- 31.5 Negotiations shall commence April 1, 2018, April 1, 2019, and April 1, 2020 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

**ARTICLE 32**

**BOARD POLICY, NUMBERED MEMORANDUM**

- 32.1 The Association shall have the right to formally request the District to enforce Board Policy and numbered memorandum when there is a violation.

## Appendices

The following appendices are included as reference materials only.

**Granite School District  
2017-18 Teacher Salary Schedule  
Nine-Month Base Contract (187 Days)**

	LANE A	LANE B	LANE C	LANE D	LANE E	LANE F	LANE G
Steps	Bachelor's Degree	Bachelor's Degree + 20 Sem Hrs	Bachelor's Degree + 40 Sem Hrs	Master's Degree	Master's Degree + 20 Sem Hrs	Master's Degree + 40 Sem Hrs	Doctorate
1	\$ 41,000	\$ 42,322	\$ 44,639	\$ 45,301	\$ 46,956	\$ 48,611	\$ 50,266
2	41,000	42,322	44,639	45,301	46,956	48,611	50,266
3	41,000	42,322	44,639	45,301	46,956	48,611	50,266
4	41,428	42,753	45,070	45,731	47,386	49,041	50,696
5	43,415	44,738	47,056	47,718	49,373	51,028	52,683
6	45,401	46,725	49,041	49,703	51,358	53,013	54,668
7	47,386	48,710	51,028	51,689	53,344	54,999	56,654
8	49,373	50,696	53,013	53,675	55,330	56,985	58,640
9	51,358	52,683	54,999	55,661	57,316	58,975	60,687
10	53,344	54,668	56,985	57,646	59,317	61,031	62,744
11	55,330	56,654	58,975	59,660	61,374	63,087	64,800
12	57,316	58,640	61,031	61,717	63,430	65,144	66,858
13		60,690	63,087	63,774	65,486	67,200	68,914
14			65,144	65,828	67,542	69,256	70,971
15				67,885	69,599	71,314	73,025
16					71,654	73,369	75,082
17						75,425	77,139
18							
19							
20	59,318	62,475	67,201	69,941	73,710	77,482	79,195

20 semester hours = 30 quarter hours

***This schedule includes a legislative salary adjustment of \$4,200 on all steps.***

Teachers at Title I schools may receive up to an extra \$1,000 annual Title I stipend.

National Board Certified Teacher Stipend = \$2,500

APPENDIX A Salary Schedule



**APPENDIX B Grievance Form**

Granite School District

**GRIEVANCE FORM**

Page One of Two

This form is to be filed in accordance with Grievance Procedure, Article 6, in the Professional Agreement.

Name and Address of Aggrieved Teacher or Teachers	Phone	School	Grade or Subject	Principal or Immediate Supervisor
Date Grievance was first discussed with Principal or Immediate Supervisor:		Date of First Presentation of this Written Grievance to Principal or Immediate Supervisor:		
I. Provisions of the Professional Agreement allegedly being violated, misinterpreted, or misapplied ( <i>please quote word for word</i> ):				
II. Statement of Grievance:				
III. Action Requested to Resolve Grievance:				

Name of person or persons (if any) designated as Representative(s):

Signature of person filing this Grievance

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**APPENDIX B Grievance Form**

Granite School District

**GRIEVANCE FORM**

Page Two of Two

Aggrieved Teacher(s): \_\_\_\_\_ Date of first Written Presentation: \_\_\_\_\_

I. Decision of Principal or Immediate Supervisor (*please attach a letter to the aggrieved teacher stating the reasons for this decision*):

Date of Decision: \_\_\_\_\_

Signature: \_\_\_\_\_

Aggrieved Teacher's Response:

I hereby accept the above decision

Response Date: \_\_\_\_\_

I hereby appeal the above decision to the Superintendent

Signature: \_\_\_\_\_

II. Decision of Superintendent (*please attach a letter to the aggrieved teacher stating the reasons for this decision*):

Date of Decision: \_\_\_\_\_

Signature: \_\_\_\_\_

Aggrieved Teacher's Response:

I hereby accept the above decision

Response Date: \_\_\_\_\_

I hereby appeal the above decision to the Superintendent

Signature: \_\_\_\_\_



APPENDIX C Application for Lane Advancement

Granite School District

2500 South State Street, Salt Lake City, Utah 84115

Application for LANE ADVANCEMENT on the Salary Schedule

\*If application is received AFTER 30 days of the first day of employment, the Lane Advancement will become effective on the date the completed application form and all official documentation forms are received by the District Human Resources Office.

Email address: \_\_\_\_\_ Date: \_\_\_\_\_
Name: \_\_\_\_\_ Social Security Number/Employee ID: \_\_\_\_\_
Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_
School/Department: \_\_\_\_\_ Teaching Assignment: \_\_\_\_\_

I am applying for:

- ☐ Lane B (Bachelor's plus 20 semester hours)
☐ Lane C (Bachelor's plus 40 semester hours)
☐ Lane D (Master's Degree)
☐ Lane E (Master's plus 20 semester hours)
☐ Lane F (Master's plus 40 semester hours)
☐ Lane G (Doctorate Degree)

FOR HUMAN RESOURCE OFFICE USE ONLY -
College Credit: \_\_\_\_\_
USBE Credit: \_\_\_\_\_
Prior Approval Credit: \_\_\_\_\_
Total Credits: \_\_\_\_\_
Lane: \_\_\_\_\_
Effective Date: \_\_\_\_\_
Approved: \_\_\_\_\_
Denied: \_\_\_\_\_

Utah License/Certification:

(Date of first License/Certification) \_\_\_\_\_ (Type of License/Certification Issued) \_\_\_\_\_

Out of State License/Certification:

(Date of first License/Certification) \_\_\_\_\_ (Type of License/Certification Issued) \_\_\_\_\_ (State) \_\_\_\_\_

BACCALUAREATE DEGREE:

Date Received \_\_\_\_\_ Institution Awarding Degree \_\_\_\_\_

MASTER'S DEGREE:

Date Received \_\_\_\_\_ Institution Awarding Degree \_\_\_\_\_

DOCTORATE DEGREE:

Date Received \_\_\_\_\_ Institution Awarding Degree \_\_\_\_\_

For Human Resources Use Only
☐ CACTUS
☐ HP - PO, SK, CO
☐ PAYROLL
☐ Email
☐ Transcript sent to USBE

Applicant's Signature \_\_\_\_\_

(Please read the guidelines on the reverse side.)

APPENDIX D Prior Approval Form

Granite School District  
PRIOR APPROVAL APPLICATION

This form is for Granite District Long Change credit only. USOE or University credit will not apply.

Name Position: \_\_\_\_\_ Position: \_\_\_\_\_

School: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Describe the Activity. Name the sponsoring person and/or organization involved. Include specific dates and times involved. Attach a workshop and/ or class outline and/or conference agenda. Please include a brief paragraph stating why you wish to participate in this activity, how you expect to use the content of the activity in your current teaching assignment and how you expect students to benefit from the content integration.

*Do Not Copy Original*

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

You will be notified after review regarding the status of your credit approval.

If approved, you will need to submit a written summary of your experience, a certificate of completion and a \$20 check, payable to Granite School District. Return to the Staff Development Office, Granite School District. We will then send you a copy and Human Resources a copy of the approved form.

Approved for \_\_\_\_\_ credit hours Date of approval \_\_\_\_\_

Director's Signature: \_\_\_\_\_

**YOU WILL HAVE ONE YEAR FROM DATE OF APPROVAL FOR CREDIT. NO CREDIT WILL BE GIVEN AFTER ONE YEAR.**

APPENDIX E Special Employment Contract



GRANITE SCHOOL DISTRICT SPECIAL EMPLOYMENT CONTRACT

This contract is made and entered into by and between the Granite School District, hereinafter referred to as the "District", and \_\_\_\_\_ hereinafter referred to as the "Employee". Since this contract carries with it an assignment of a limited or restricted nature, it is obligatory on both parties to accept the conditions herein stated. Be it further understood and agreed that there is no obligation on the part of the District to renew this contract except as may be provided in the Professional Agreement, the terms and conditions of which are made a part hereof by this reference.

The District agrees to hire the employee as a \_\_\_\_\_ on Lane Step \_\_\_\_\_ at a salary of \$ \_\_\_\_\_ (This includes Professional Development days which are subject to legislative and/or School Board action.)

The conditions for employment are as follows:

- 1. **Provisional Contract Teacher (First Three Years):** This is a contract for the period July 1, 20XX to June 30, 20XX only, with no guarantee or expectation of continued employment.
- 2. **Provisional Contract Teacher in Specially Funded Program (First Three Years):** this contract for the period from \_\_\_\_\_ to \_\_\_\_\_ only, with no guarantee or expectation of continued employment.
- 3. **Specially Funded Program Teacher (After First Three Years):** This is a limited contract. If you are doing satisfactory work, you may expect continued employment in successive years, unless there is a curtailment or discontinuance of funds in your program.
- 4. **One Year Only**
- 5. **Rehire of former Granite Teacher within 6 years of termination.** (Non-provisional)

The above lane, step, and salary are based on the teacher salary schedule for the 20XX-20XX school year and will be adjusted, if necessary, subject to negotiations for the 20XX-20XX school year. The employee agrees to discharge all duties expected within the above described assignment as prescribed by the Superintendent or the Superintendent's designee. This contract must be signed and returned.

In witness whereof, the parties hereto have set their hands the day and year shown below.

**Note:** Step credit is not given for internships unless they were approved and completed in Granite School District. see enclosed salary schedule.

GRANITE SCHOOL DISTRICT

\_\_\_\_\_  
Human Resource Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

APPENDIX F Teacher Application for Personal Leave



Teacher Application For Personal Leave

Original Copy to Principal or Supervisor Only. DO NOT send copies to Human Resources or Payroll.

Name of Employee: \_\_\_\_\_ SSN/Employee ID# \_\_\_\_\_

School/Department: \_\_\_\_\_

Proposed Date(s) of Leave: \_\_\_\_\_

Teachers are allocated four (4) Personal Leave days per contract year at no cost to the teacher. Personal Leave can be taken for any reason at the discretion of the teacher.

A teacher who uses no Personal Leave during a given contract year will receive an amount equal to three times the current daily Substitute B rate. Teachers who take one Personal Leave day in a contract year will receive an amount equal to two times the current Substitute B rate. Teachers who take two Personal Leave days in a contract year will receive an amount equal to the current Substitute B rate. Teachers who take three or four Personal Leave days in a contract year will receive no additional amount.

A minimum of one (1) day notice (24 hours) must be given to the Principal or Supervisor before taking the Personal Leave, except in cases of emergency.

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 or Supervisor.

Limitations will be placed by the Principal or Supervisor on the number of employees who can take Personal Leave on any given day at the school or location. Generally, only one (1) or two (2) Personal Leave days per school or location, per school day, can be approved. Such limits are necessary based on the availability of substitute teachers. Personal Leave will not be granted in connection with any form of job action or work stoppage.

NOTE: This negotiated benefit is to be used at the discretion of the teacher; however, Personal Leave shall not be used in order to work another job at public expense.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Supervisor's Signature

\_\_\_\_\_  
Date

## APPENDIX G Public Education Human Resource Management Act

### UTAH CODE 53A

#### Chapter 8a Public Education Human Resource Management Act

##### Part 1 General Provisions

###### **53A-8a-101 Title.**

This chapter is known as the “Public Education Human Resource Management Act.”

Enacted by Chapter 425, 2012 General Session

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

As used in this chapter:

- (1) “Administrator” means an individual who:
  - (a) serves in a position that requires:
    - (i) an educator license with an administrative area of concentration; or
    - (ii) a letter of authorization described in Section 53A-3-301 or 53A-6-110; and
  - (b) supervises school administrators or teachers.
- (2) “Career employee” means an employee of a school district who has obtained a reasonable expectation of continued employment based upon Section 53A-8a-201 and an agreement with the employee or the employee’s association, district practice, or policy.
- (3) “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.
- (4) “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.
- (5)
  - (a) “Employee” means a career or provisional employee of a school district, except as provided in Subsection (5)(b).
  - (b) For purposes of Part 2, Status of Employment, Part 4, Educator Evaluations, and Part 5, Orderly School Termination Procedures, “employee” does not include:
    - (i) a district superintendent or the equivalent at the Utah Schools for the Deaf and the Blind;
    - (ii) a district business administrator or the equivalent at the Utah Schools for the Deaf and the Blind; or

- (iii) a temporary employee.
- (6) “Last-hired, first-fired layoff policy” means a staff reduction policy that mandates the termination of an employee who started to work for a district most recently before terminating a more senior employee.
- (7) “Provisional employee” means an individual, other than a career employee or a temporary employee, who is employed by a school district.
- (8) “School board” or “board” means a district school board or, for the Utah Schools for the Deaf and the Blind, the State Board of Education.
- (9) “School district” or “district” means:
  - (a) a public school district; or
  - (b) the Utah Schools for the Deaf and the Blind.
- (10) “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 the board’s policies based upon an agreement with that organization. Temporary employees serve at will and have no expectation of continued employment.
- (11)
  - (a) “Unsatisfactory performance” means a deficiency in performing work tasks that may be:
    - (i) due to insufficient or undeveloped skills or a lack of knowledge or aptitude; and
    - (ii) remediated through training, study, mentoring, or practice.
  - (b) “Unsatisfactory performance” does not include the following conduct that is designated as a cause for termination under Section 53A-8a-501 or a reason for license discipline by the State Board of Education or Utah Professional Practices Advisory Commission:
    - (i) a violation of work rules;
    - (ii) a violation of local school board policies, State Board of Education rules, or law;
    - (iii) a violation of standards of ethical, moral, or professional conduct; or
    - (iv) insubordination.

Amended by Chapter 328, 2017 General Session

## **Part 2 Status of Employment**

### **53A-8a-201 Career employee status for provisional employees -- Career status in the event of change of position -- Continuation of probationary status when position changes -- Temporary status for extra duty assignments -- Employees not eligible for career status.**

- (1)
  - (a) 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.
  - (b) A school district may extend the provisional status of an employee up to an additional two consecutive years in accordance with a written policy adopted by the district’s school



board that specifies the circumstances under which an employee's provisional status may be extended.

(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.

Renumbered and Amended by Chapter 425, 2012 General Session

### **Part 3 Employee Evaluations**

#### **53A-8a-301 Evaluation of employee performance.**

(1) Except as provided in Subsection (2), a local school board shall require that the performance of each school district employee be evaluated annually in accordance with rules of the State Board of Education adopted in accordance with this chapter and Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

(2) Rules adopted by the State Board of Education under Subsection (1) may include an exemption from annual performance evaluations for a temporary employee or a part-time employee.

Amended by Chapter 328, 2017 General Session

#### **53A-8a-302 State Board of Education rules -- Reporting to Legislature.**

(1) Subject to Part 4, Educator Evaluations, rules adopted by the State Board of Education under Section 53A-8a-301 shall:

(a) provide general guidelines, requirements, and procedures for the development and implementation of employee evaluations;

(b) establish required components and allow for optional components of employee evaluations;

(c) require school districts to choose valid and reliable methods and tools to implement the evaluations; and

(d) establish a timeline for school districts to implement employee evaluations.

(2) The State Board of Education shall report to the Education Interim Committee, as requested, on progress in implementing employee evaluations in accordance with this part and Part 4, Educator Evaluations.

Amended by Chapter 328, 2017 General Session

#### **Part 4 Educator Evaluations**

##### **53A-8a-401 Legislative findings.**

(1) The Legislature finds that the effectiveness of public educators can be improved and enhanced by providing specific feedback and support for improvement through a systematic, fair, and competent annual evaluation and remediation of public educators whose performance is inadequate.

(2) The State Board of Education and each local school board shall implement this part, in accordance with Subsections 53A-1a-104(7) and 53A-6-102(2)(a) and (b), to:

- (a) allow the educator and the school district to promote the professional growth of the educator; and
- (b) identify and encourage quality instruction in order to improve student academic growth.

Amended by Chapter 328, 2017 General Session

##### **53A-8a-402 Definitions.**

As used in this chapter:

(1) “Career educator” means a licensed employee who has a reasonable expectation of continued employment under the policies of a local school board.

(2) “Educator” means an individual employed by a school district who is required to hold a professional license issued by the State Board of Education, except:

- (a) a superintendent; or
- (b) an individual who works less than three hours per day or is hired for less than half of a school year.

(3) “Probationary educator” means an educator employed by a school district who, under local school board policy, has been advised by the school district that the educator’s performance is inadequate.

(4) “Provisional educator” means an educator employed by a school district who has not achieved status as a career educator within the school district.

(5) “Summative evaluation” means the annual evaluation that summarizes an educator’s performance during a school year and that is used to make decisions related to the educator’s employment.

Amended by Chapter 328, 2017 General Session

##### **53A-8a-403 Establishment of educator evaluation program -- Joint committee.**

(1) A local school board shall develop an educator evaluation program in consultation with its joint committee.

- (2) The joint committee described in Subsection (1) shall consist of an equal number of classroom teachers, parents, and administrators appointed by the local school board.
- (3) A local school 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) Subject to Subsection (5), the joint committee may:
  - (a) adopt or adapt an evaluation program for educators based on a model developed by the State Board of Education; or
  - (b) create the local school board's own evaluation program for educators.
- (5) The evaluation program developed by the joint committee shall comply with the requirements of this part and rules adopted by the State Board of Education under Section 53A-8a-409.

Amended by Chapter 328, 2017 General Session

**53A-8a-405 Components of educator evaluation program.**

- (1) A local school board in consultation with a joint committee established in Section 53A-8a-403 shall adopt a reliable and valid educator evaluation program that evaluates educators based on educator professional standards established by the State Board of Education and includes:
  - (a) a systematic annual evaluation of all provisional, probationary, and career educators;
  - (b) use of multiple lines of evidence, including:
    - (i) self-evaluation;
    - (ii) student and parent input;
    - (iii) for an administrator, employee input;
    - (iv) a reasonable number of supervisor observations to ensure adequate reliability;
    - (v) evidence of professional growth and other indicators of instructional improvement based on educator professional standards established by the State Board of Education; and
    - (vi) student academic growth data;
  - (c) a summative evaluation that differentiates among four levels of performance; and
  - (d) for an administrator, the effectiveness of evaluating employee performance in a school or school district for which the administrator has responsibility.
- (2)
  - (a) An educator evaluation program described in Subsection (1) may include a reasonable number of peer observations.
  - (b) An educator evaluation program described in Subsection (1) may not use end-of-level assessment scores in educator evaluation.

Amended by Chapter 328, 2017 General Session

**53A-8a-406 Summative evaluation timelines -- Review of summative evaluations.**

- (1) The person responsible for administering an educator's summative evaluation shall:
  - (a) at least 15 days before an educator's first evaluation:
    - (i) notify the educator of the evaluation process; and
    - (ii) give the educator a copy of the evaluation instrument, if an instrument is used;

- (b) allow the educator to respond to any part of the evaluation;
  - (c) attach the educator's response to the evaluation if the educator's response is provided in writing;
  - (d) within 15 days after the evaluation process is completed, discuss the written evaluation with the educator; and
  - (e) based upon the educator's performance, assign to the educator one of the four levels of performance described in Section 53A-8a-405.
- (2) An educator who is not satisfied with a summative evaluation may request a review of the evaluation within 15 days after receiving the written evaluation.
- (3)
- (a) If a review is requested in accordance with Subsection (2), the school district superintendent or the superintendent's designee shall appoint a person not employed by the school district who has expertise in teacher or personnel evaluation to review the evaluation procedures and make recommendations to the superintendent regarding the educator's summative evaluation.
  - (b) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the State Board of Education shall make rules prescribing standards for an independent review of an educator's summative evaluation.
  - (c) A review of an educator's summative evaluation under Subsection (3)(a) shall be conducted in accordance with State Board of Education rules made under Subsection (3)(b).

Amended by Chapter 328, 2017 General Session

**53A-8a-408 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 person who has received training or will receive training in mentoring educators as 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.
- (4) An educator who is assigned as a mentor may receive compensation for those services in addition to the educator's regular salary.

Renumbered and Amended by Chapter 425, 2012 General Session

**53A-8a-409 State Board of Education to describe a framework for the evaluation of educators.**

- (1) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the State Board of Education shall make rules:
  - (a) describing a framework for the evaluation of educators that is consistent with the requirements of Part 3, Employee Evaluations, and this part; and
  - (b) requiring an educator's summative evaluation to be based on:

- (i) educator professional standards established by the State Board of Education;  
and
  - (ii) the requirements described in Subsection 53A-8a-405(1).
- (2) The rules described in Subsection (1) shall prohibit the use of end-of-level assessment scores in educator evaluation.

Amended by Chapter 328, 2017 General Session

**53A-8a-410 Report of performance levels.**

- (1) A school district shall report to the State Board of Education the number and percent of educators in each of the four levels of performance assigned under Section 53A-8a-406.
- (2) The data reported under Subsection (1) shall be separately reported for the following educator classifications:
- (a) administrators;
  - (b) teachers, including separately reported data for provisional teachers and career teachers; and
  - (c) other classifications or demographics of educators as determined by the State Board of Education.
- (3) The state superintendent shall include the data reported by school districts under this section in the state superintendent's annual report of the public school system required by Section 53A-1-301.
- (4) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the State Board of Education shall make rules to ensure the privacy and protection of individual evaluation data.

Amended by Chapter 328, 2017 General Session

**Part 5**  
**Orderly School Termination Procedures**

**53A-8a-501 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:
- (a) standards of due process;
  - (b) causes for dismissal; and
  - (c) procedures and standards related to developing and implementing a plan of assistance for a career employee whose performance is unsatisfactory.
- (3) Procedures and standards for a plan of assistance adopted under Subsection (2)(c) shall require a plan of assistance to identify:
- (a) specific, measurable, and actionable deficiencies;
  - (b) the available resources provided for improvement; and
  - (c) a course of action to improve employee performance.
- (4) If a career employee exhibits both unsatisfactory performance as described in Subsection 53A-8a-102(10)(a) and conduct described in Subsection 53A-8a-102(10)(b), an employer:

- (a) may:
    - (i) attempt to remediate the conduct of the career employee; or
    - (ii) terminate the career employee for cause if the conduct merits dismissal consistent with procedures established by the local school board; and
  - (b) is not required to develop and implement a plan of assistance for the career employee, as provided in Section 53A-8a-503.
- (5) If the conduct of a career employee described in Subsection (4) is satisfactorily remediated, and unsatisfactory performance issues remain, an employer shall develop and implement a plan of assistance for the career employee, as provided in Section 53A-8a-503.
- (6) If the conduct of a career employee described in Subsection (4) is not satisfactorily remediated, an employer:
- (a) may dismiss the career employee for cause in accordance with procedures established by the local school board that include standards of due process and causes for dismissal; and
  - (b) is not required to develop and implement a plan of assistance for the career employee, as provided in Section 53A-8a-503.

Amended by Chapter 203, 2015 General Session

**53A-8a-502 Dismissal procedures.**

- (1) A district shall provide employees with a written statement specifying:
- (a) the causes under which a career employee's contract may not be renewed or continued beyond the current school year;
  - (b) the causes under which a career or provisional employee's contract may be terminated during the contract term; and
  - (c) the orderly dismissal procedures that are used by the district in cases of contract termination, discontinuance, or nonrenewal.
- (2) A career employee's contract may be terminated during its term for reasons of unsatisfactory performance or discontinued beyond the current school year for reasons of unsatisfactory performance as provided in Section 53A-8a-503.
- (3)
- (a) A district is not required to provide a cause for not offering a contract to a provisional employee.
  - (b) If a district intends to not offer a contract for a subsequent term of employment to a provisional employee, the district shall give notice of that intention to the employee at least 60 days before the end of the provisional employee's contract term.
- (4) 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.
- (5) If a 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 employee's last-known address as shown on the records of the district;
  - (c) the district shall give notice at least 30 days prior to the proposed date of termination;
  - (d) the notice shall state the date of termination and the detailed reasons for termination;

- (e) the notice shall advise the employee that the employee has a right to a fair hearing and that the hearing is waived if it is not requested within 15 days after the notice of termination was either personally delivered or mailed to the employee's most recent address shown on the district's personnel records; 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.
- (6)
- (a) 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.
  - (b) 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.
  - (c) If termination is not subsequently ordered, the employee shall receive back pay for the period of suspension without pay.
- (7) The procedure under which an employee's contract is terminated during its term shall provide for a written notice of suspension or final termination including findings of fact upon which the action is based.

Renumbered and Amended by Chapter 425, 2012 General Session

**53A-8a-503 Nonrenewal or termination of a career employee's contract for unsatisfactory performance.**

- (1) If a district intends to not renew a career employee's contract for unsatisfactory performance or terminate a career employee's contract during the contract term for unsatisfactory performance, the district shall:
- (a) provide and discuss with the career employee written documentation clearly identifying the deficiencies in performance;
  - (b) provide written notice that the career employee's contract is subject to nonrenewal or termination if, upon a reevaluation of the career employee's performance, the career employee's performance is determined to be unsatisfactory;
  - (c) develop and implement a plan of assistance, in accordance with procedures and standards established by the local school board under Section 53A-8a-501, to allow the career employee an opportunity to improve performance;
  - (d) reevaluate the career employee's performance; and
  - (e) if the career employee's performance remains unsatisfactory, give notice of intent to not renew or terminate the career employee's contract in accordance with Subsection 53A-8a-502(5).
- (2)
- (a) The period of time for implementing a plan of assistance:
    - (i) may not exceed 120 school days, except as provided under Subsection (2)(b);
    - (ii) may continue into the next school year;
    - (iii) should be sufficient to successfully complete the plan of assistance; and

(iv) shall begin when the career employee receives the written notice provided under Subsection (1)(b) and end when the determination is made that the career employee has successfully remediated the deficiency or notice of intent to not renew or terminate the career employee's contract is given in accordance with Subsection 53A-8a-502(5).

(b) In accordance with local school board policy, the period of time for implementing a plan of assistance may extend beyond 120 school days if:

(i) a career employee is on leave from work during the time period the plan of assistance is scheduled to be implemented; and

(ii)

(A) the leave was approved and scheduled before the written notice was provided under Subsection (1)(b); or

(B) the leave is specifically approved by the local school board.

(3)

(a) If upon a reevaluation of the career employee's performance, the district determines the career employee's performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to Subsection (1)(a), the career employee's performance is determined to be unsatisfactory, the district may elect to not renew or terminate the career employee's contract.

(b) If a district intends to not renew or terminate a career employee's contract as provided in Subsection (3)(a), the district shall:

(i) provide written documentation of the career employee's deficiencies in performance; and

(ii) give notice of intent to not renew or terminate the career employee's contract in accordance with Subsection 53A-8a-502(5).

Enacted by Chapter 425, 2012 General Session

**53A-8a-504 Hearings before district board or hearing officers -- Rights of the board and the 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) This 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-6-603.

Renumbered and Amended by Chapter 425, 2012 General Session



**53A-8a-505 Necessary staff reduction not precluded -- Last-hired, first-fired layoffs prohibited.**

- (1) Nothing in this chapter prevents staff reduction if necessary to reduce the number of employees because of the following:
- (a) declining student enrollments in the district;
  - (b) the discontinuance or substantial reduction of a particular service or program;
  - (c) the shortage of anticipated revenue after the budget has been adopted; or
  - (d) school consolidation.
- (2) A school district may not utilize a last-hired, first-fired layoff policy when terminating school district employees.
- (3) A school district may consider the following factors when terminating a school district employee:
- (a) the results of an employee's performance evaluation; and
  - (b) a school's personnel needs.

Renumbered and Amended by Chapter 425, 2012 General Session

**53A-8a-506 Restriction on transfer of employee with unsatisfactory performance.**

An employee whose performance is unsatisfactory may not be transferred to another school unless the local school board specifically approves the transfer of the employee.

Enacted by Chapter 425, 2012 General Session

**Part 6**  
**Performance Compensation**

**53A-8a-601 State Board of Education to make rules on performance compensation.**

- (1) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the State Board of Education shall make rules requiring a school district's employee compensation system to be aligned with the district's annual evaluation system described in Section 53A-8a-405.
- (2) Rules adopted under Subsection (1) shall:
- (a) establish a timeline for developing and implementing an employee compensation system that is aligned with an annual evaluation system; and
  - (b) provide that beginning no later than the 2016-17 school year:
    - (i) any advancement on an adopted wage or salary schedule:
      - (A) shall be based primarily on an evaluation; and
      - (B) may not be based on end-of-level assessment scores; and
    - (ii) an employee may not advance on an adopted wage or salary schedule if the employee's rating on the most recent evaluation is at the lowest level of an evaluation instrument.

Amended by Chapter 204, 2016 General Session

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