

**Professional Agreements**  
**Between**  
**The Board of Education**  
**And**  
**The Murray Education Association**

**Covering the Period**  
**July 1, 2007 to June 30, 2009**

[revised 7/1/2008]

Murray City School District  
147 East 5065 South  
Murray, UT 84107



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## **A. PROCEDURAL AGREEMENT**

This Agreement is made and entered into by and between the Board of Education of the Murray City School District in the City of Murray, County of Salt Lake, and State of Utah and the Murray Education Association, a corporation this 9<sup>th</sup> day of July 1969.

The Board and the Association recognize that providing a high quality education for the children of Murray City is the paramount objective of the School District, that high morale of the District personnel is necessary for the best education of the children, and that:

1. The development and operation of educational programs of the highest quality can best be achieved through discussion, consultation, and cooperation between all regularly assigned certificated personnel and the school board.
2. The Board of Education, as the elected governing body for the School District, possesses powers delegated to it by the constitution and laws of the State of Utah, together with the duties and responsibilities imposed thereby.
3. The Superintendent is the Chief Executive Officer of the Board of Education, and as such administers the affairs and policies of the Board and other duties as provided by law.
4. The purpose for this recognition is the mutual agreement that the parties will negotiate with regard to matters of common concern as specified under Article IV, for appeal in the event of impasse.
5. The instruction process is the primary function of the schools and all personnel of the District should work to enhance this process in so far as possible.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I – DEFINITIONS**

- 1.1. The term “Board” as used in this agreement shall mean the Board of Education of the Murray City School District, Murray City, Utah.
- 1.2. The term “Association” as used in this agreement shall mean the Murray Education Association, Murray City, Utah.
- 1.3. The term “Teacher” as used in this agreement shall refer to all regularly assigned certificated day school personnel in the negotiation unit for whom a contract is issued and as defined in Article II, Recognition.
- 1.4. The term “School District” as used in this agreement shall mean the Murray City School District, Murray City, Utah.
- 1.5. The term “Superintendent” as used in this agreement shall mean the Superintendent of Schools of the Murray City School District, Murray City, Utah.
- 1.6. The term “Site-based decision making” as used in this agreement shall mean a joint planning and problem solving process that seeks to improve the quality of working life and education. It is a cooperative effort in which a local school/community group engage in collaborative decision making at the school level on matters critical to the achievement of school goals established by the group.

### **ARTICLE II – RECOGNITION**

- 2.1. The Board hereby recognizes the Association as the exclusive representative of all certified personnel of the District but excluding the Superintendent, Deputy Superintendents, Assistant Superintendent, Supervisors, Directors, Principals, and Assistant Principals.

- 2.2. The Association shall present evidence that the organization in fact represents a majority of such employees. Such evidence is a statement from a certified public accountant, not more than ten (10) days before annual negotiations begin, that the Association has in its possession a statement signed by a majority of the members of the unit authorizing the Association to negotiate in their behalf.

The rights and privileges granted to the Association under the terms of the agreement shall be for the exclusive right and privilege to negotiate for those in the unit on matters of salary, wages, and working conditions mutually agreed upon with the Board provided that any individual member of the teaching staff shall have the right to be heard by the Board.

- 2.3. The legal rights inherent in the State Laws and Rulings and Regulations of the State Department of Education affecting certificated personnel are in no way abridged by this agreement.

### **ARTICLE III – NEGOTIATIONS**

It is agreed that all proposals that may arise under this Agreement shall be negotiated as follows:

- 3-1. Written requests for negotiations between the Board and the Association may be submitted by either party on matters concerning teachers' salaries, wages, and working conditions that the parties mutually agree to negotiate. Such requests shall specify the subject matter to be considered and will include the special written proposal or proposals to be negotiated. In the case of requests to the Board such requests will be made to the Superintendent or his designated representative, with a true copy being sent to the President of the Board. In the case of requests to the Association, such requests shall be made to the President. A written response will be made within 15 calendar days of the receipt of any such written request. Negotiations will be conducted at a time and place mutually agreeable to the negotiators named by each party; provided, however, that the first meeting shall be held within 20 calendar days of such written response.
- 3-2. The parties agree that they will bargain in good faith in an effort to resolve matters to their mutual satisfaction and agreement. In furtherance of this objective, it is recognized that either party may, if it so desires, invite consultants in if approved by a majority of the negotiators.
- 3-3. During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Such information shall include complete and accurate financial data.
- 3-4. For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint special study committees to do research, to study and develop projects, programs and reports and to make findings and recommendations to the parties.
- 3-5. It is understood and agreed that all tentative agreements negotiated between the Board and Association shall be set down in writing, and upon official approval of the Board as such shall become a policy of the Board.
- 3-6. It shall be the general procedure that meetings will not be scheduled during school hours. If a meeting is scheduled by mutual agreement during school hours, the negotiating committee will be allowed released time without loss of pay.
- 3-7. During negotiation procedures contemplated by this agreement, releases to news media regarding subjects negotiated or under negotiation may be made jointly by the parties or separately by either or both parties, provided that prior to any such release being made separately, the party desiring to make such release, shall either, orally or in writing advise the other party of the subjects to be covered by such proposed release.
- 3-8. Provisions of the Written Agreement in Site Based Schools shall not be waived unless approved in writing by the Murray City School District Board President and the Association President. The duration and exact provisions shall be stipulated in a mutually agreed document. Teacher rights provisions or retirement shall not be waived.

## ARTICLE IV-MEDIATION AND FACT FINDING

### **4-1 MEDIATION**

- 4-1-1. In the event that the parties fail to reach agreement, the parties may upon mutual agreement, select a mediator to assist the negotiating parties to reach a voluntary agreement.
- 4-1-2. In the event the parties are unable to agree on a mediator, the mediator shall be selected in the following manner: One representative shall be appointed by the Board and one by the Association. These two shall select a third to serve as the mediator. The mediator shall have a good knowledge of the educational program.
- 4-1-3. All meeting agreements such as dates, agenda, etc. shall be arranged by the mediator.
- 4-1-4. All agreements reached through mediation shall, as in the case of all other negotiated agreements, be tentative subject to ratification by the parties as provided in Section 3-5.

### **4-2 FACT FINDING**

- 4-2-1. In the event the parties fail to reach agreement as a result of direct negotiations by June 5, either party may request that the issues still in question be submitted to a fact finder. Through mutual agreement the fact finder may be selected at a date earlier than June 5.
- 4-2-2. Immediately after demand for or submittal to fact finding, the fact finder shall be chosen in the following manner: Each party will select one person. The two thus selected shall choose a third person to serve as the fact finder.
- 4-2-3. The fact finder shall have the authority to hold hearings and make procedural rules.
- 4-2-4. All hearings conducted by the fact finder shall be held in closed session and no news releases shall be made concerning progress of such hearings.
- 4-2-5. Within a reasonable time after the conclusion of such hearings, the fact finder shall submit a report in writing to the Board and the Association only, and shall set forth in the report his findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only, and binding on neither the Board nor the Association.
- 4-2-6. Within five (5) days after receiving the report of the fact finder, the Board and the Association will meet to discuss the report. No public release shall be made until after such meeting.
- 4-2-7. The respective parties shall take official action on the report of the fact finder no later than fifteen (15) days after the meeting described in Section 4-2-6 above.
- 4-2-8. To the extent agreement is reached on issues in dispute as a result of such fact finding, the procedures provided in Section 3-5 shall apply.

## ARTICLE V - COSTS

- 5-1. All costs and expenses incurred in securing and utilizing the services of advisors and consultants shall be paid by the party engaging the advisor or consultant.
- 5-2. All costs and expenses, including per diem payments and travel allowances, incurred as a result of research shall be paid by the party engaging the service except that in the case of the mutually agreed upon mediator, fact finder, and study committees, the costs and expenses shall be shared equally by the parties.

**ARTICLE VI - TERM OF AGREEMENT**

This agreement shall remain in effect from the inception date of August 27, 1969, and shall continue in full force and effect from year to year thereafter unless terminated or changed pursuant to the following conditions.

- 6-1. If either party desires to change any provision of this Agreement, such party shall notify the other in writing not less than thirty (30) days nor more than sixty (60) days prior to November 30 of any following calendar year. Upon such notification, the parties agree to enter into negotiations for modification of this Agreement. Changes in this Agreement must be mutually agreed to on or before December 31 of the calendar year.
- 6.2. All agreements reached by the parties subsequent to the ratification of this agreement shall have full force and effect as Board Policy when formally approved by the Board.
- 6.3. All agreements formally adopted by the parties shall be submitted to the Board at the next official board meeting for its official consideration and ratification by the Association.

**ARTICLE VII - PROCEDURE FOR ANNUAL  
NEGOTIATIONS**

After approval and execution of this agreement and upon request of the Association to the Board or the Board to the Association, items to be submitted for negotiation shall be submitted in writing as prescribed under Article 3-1. Such requests shall be filed between March 15<sup>th</sup> and March 25<sup>th</sup>, of each year during the term of the Agreement. Additional items will not be filed after March 25<sup>th</sup> unless mutually agreed upon.

A written response will be made within 15 calendar days.

Negotiations shall terminate no later than June 5 of each year unless extended by mutual consent.

/s/ Briant S. Sringham

/s/ Walter H. Prothero

**MASTER AGREEMENT**  
**BETWEEN**  
**THE BOARD OF EDUCATION**  
**OF**  
**MURRAY CITY SCHOOL DISTRICT**  
**AND**  
**THE MURRAY EDUCATION ASSOCIATION**

**Covering the Period**  
**of**  
**July 1, 2007 to June 30, 2009**

**B - MASTER AGREEMENT**  
**AMENDMENT AGREEMENT**

This Amendment Agreement, made and entered into in duplicate by and between the Board of Education ("Board") of the Murray City School District ("District") in the City of Murray, County of Salt Lake, Utah and the Murray Education Association ("Association"), a corporation, this 28<sup>th</sup> day of June, 1972, effective as of July 1, 1972.

**WITNESSETH**

WHEREAS, the Board and the Association under date of December 9, 1970, entered into a Master Agreement pertaining to educational matters common to the Board and the Association, and

WHEREAS, the Board and the Association have deemed it advisable and in the best interests of each party to amend the Master Agreement in accordance with the terms and conditions hereinafter set forth, and

WHEREAS, the Board and the Association recognize that providing a high quality education for the children of Murray City is a paramount objective of the District and the Association and that high morale of District personnel is necessary for the best education of the children, and

WHEREAS, the development and operation of an educational program of the highest quality can best be achieved through discussion, consultation, and cooperation between all District personnel and the Board and their respective representatives, and

WHEREAS, the Board as a body corporate and political subdivision of the State of Utah possesses powers delegated to it by the Constitution and laws of the State of Utah together with the duties and responsibilities imposed thereby and is responsible for the District's educational program and cannot absolve itself from this responsibility, and

WHEREAS, the determination and administration of school policy, the operation of the schools in the District and the direction of all of the employees and functions of the District are vested by law exclusively in the Board, and

WHEREAS, the Board and the Association have agreed to cooperate with each other in the fulfillment of the foregoing objectives in the manner hereinafter set forth,

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises hereinafter appearing, the Board and the Association agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1. When used in this Agreement:
  - a. The term "*Superintendent*" means the Superintendent of the Schools of the District, and in his absence, his designee.
  - b. The term "*Teacher*" refers to all regularly assigned certificated day school personnel for whom a contract is issued by the Board but does not include the Superintendent, Deputy Superintendents, Assistant Superintendents, Supervisors, Directors, Coordinators, Principals and Assistant Principals.
  - c. The term "*Principal*" includes the Principal of a District school, and in his absence, his designee.
  - d. The term "*contract year*" is the number of days specified in each contract of employment between the District and a Teacher for any one school year.
  - e. The term "*school year*" refers to the period of time from the first day of opening institute in the fall, through the closing of district schools in the spring as contained in the official school calendar approved by the Board.

- f. The phrase "*one school year of experience*" means the entire school year that a teacher has been employed as a full-time teacher, provided that a teacher who uses paid leave, unpaid leave or partially paid leave of absence during a school year will be credited with one school year of experience if such leave does not exceed sixty (60) school days.
- g. The term "*Association Representative*" means an officer or a person appointed by the executive Board of the Association to represent it for any purpose.
- h. The term "*substitute teaching*" means teaching performed on a day-to-day basis by an individual not paid under a yearly contract for the school year.
- i. The term "*professional improvement program*" is a program of improvement submitted to and approved by the Professional Relations Council and by the Board.
- j. The term "*active military service*" refers to the participation by any person in military service on a continuous day-by-day, twenty-four (24) hour basis in the armed forces of the United States or the State of Utah.
- k. The term "*doctor*" includes any person who is duly licensed by the Utah State Department of Business Regulation to practice medicine or any of the other systems or methods of treating human ailments.
- l. The masculine gender includes the feminine gender and the singular number includes the plural number.

## ARTICLE II PROFESSIONAL SALARY

- 2-1. The basic salaries of Teachers covered by this Agreement are set forth in the attached schedule entitled "Professional Teachers' Salary Schedule," marked Appendix "A" and made a part of this Article II by the reference.
- 2-2. Credit for a previous teaching experience.
  - 2-2.1 Teachers who have previously taught in the District but withdrew from employment from the District are considered new Teachers upon re-employment by the District unless the prior withdrawal was for a leave of absence authorized by the Board. When such leave was granted by the Board, reinstatement will be made according to the arrangements made at the time the leave was granted.
  - 2.2.2. New Teachers with teaching experience in public elementary or secondary schools shall, upon employment by the District, be granted full credit for such experience for the first six (6) years and one-half credit for each additional school year, not to exceed ten (10) school years credit for teaching experience. Experience in private and parochial schools will be evaluated by the Superintendent and credit given for such experience as s/he determines.
    - a. New Teachers who have not held teaching positions within recent years prior to employment in the District shall not be allowed credit for such previous experience unless otherwise determined by the Superintendent who shall, in such event, determine the teaching experience that shall be counted.
    - b. No credit shall be allowed for substitute teaching.
    - c. Teachers who teach full time at least one-half of the school year in the District will be given one school year credit on the salary schedule provided that this policy will be limited to one application per Teacher. After the first application, if the Teacher teaches at least one-half of the school year, credit will be given for only one-half school year.
- 2-3. Credit for military service  
A person successfully completing eighteen consecutive months or over of active military service will be given two school years credit on the salary schedule.

- 2-4. Movement of Teachers from one salary lane to another will be done upon recommendation by a standing committee appointed by the Board. This committee shall meet and approve lane changes in September and January of each school year. Applications must be received by September 10<sup>th</sup> and January 10<sup>th</sup> to be considered. This committee shall be known as the Professional Advancement Committee and shall consist of ten members, five of whom shall be selected from a list of ten submitted to the Board by the Association. Guidelines adopted by the Committee shall be subject to approval by the Board and the Association.
- 2-4-1 Employees shall receive credit for all academic degrees awarded by an accredited university. Credits used to obtain the degree may not count towards further lane changes, however, credits earned after the bachelors degree but not part of another advanced degree can be used one time for a lane change regardless of when they were received. After the 2008-09 school year, this will only apply to classes taken after July 1, 2007. Employees will NOT receive “back pay” or “reimbursement” for previous years denial of lane changes or other inequities from the previous lane change policy prior to the 2008-09 school year.
- 2-5. Teachers approved for salary lane changes will be moved horizontally across the schedule to the appropriate salary lane and advanced one additional step from that of the previous contract year.
- 2.6. All licensed employees with contracts will be advanced one step after working a full contract year.

**ARTICLE III  
INSURANCE PROTECTION**

- 3-1. The Board will provide a hospitalization, surgical, surgical assistants, extended coverage, and catastrophic illness insurance program for full-time Teachers. Teachers who complete the contract year will be covered by insurance to September 1. The term "full-time Teachers" as used herein refers to Teachers who work on a continuing basis, thirty hours or more per week and are paid on a monthly basis.

Prorated insurance coverage for employees on a half-time or greater contract will be provided. The District will pay the premium for the percent of the FTE and the employee will pay the difference.

- 3-2. **Lifetime Insurance**  
The Lifetime Insurance benefit (Medicare Supplement) and any associated payout apply to teachers who were placed on contract during the 1991-92 school year or before.

Teachers retiring before June 30, 2006

An eligible teacher retiring on or before July 1, 2006 will have the choice to maintain a Medicare supplement plan for himself/herself and his/her spouse or receive a one-time \$15,091 contribution to their 401K. “Spouse” is defined as the teacher’s spouse at the time of retirement. Coverage under the Medicare supplement plan will end for both the teacher and spouse at the death of the teacher.

In order to receive the Medicare supplement plan, a teacher must be age 62 at the time of retirement. A teacher may retire at age 61 and maintain the Medicare supplement benefit by giving up ½ of the early retirement incentive. A teacher may retire at age 60 and maintain the Medicare supplement benefit by giving up 100% of the early retirement incentive. “Age” is defined as the teacher’s age on September 30<sup>th</sup> of the year of retirement.

Teachers retiring after June 30, 2006

An eligible teacher retiring after July 1, 2006 will receive a one-time contribution to his/her 401K plan in the amount of \$15,091. The contribution can be made to the 401K plan at any time once the teacher is eligible for retirement according to the Utah State Retirement System.

On July 1, 2004, the \$15,091 will be allocated to the teacher and the interest added until such time that the teacher is eligible for retirement. Interest will be added on June 30<sup>th</sup> of each year based on the average interest rate the District earned from the Public Treasurer’s Investment Fund.

When the teacher becomes eligible for retirement, the teacher will request in writing that the District make the contribution to his/her 401K plan. Upon receipt of the request, the District will send \$15,091 and any accumulated interest to the State 401K plan on the teacher's behalf.

Any eligible teacher leaving the District before he/she qualifies for retirement will forfeit his/her right to the \$15,091 and any accumulated interest.

- 3-3. The Board shall pay the monthly premium of a long term salary protection and waiver of retirement contribution plan as approved by the Board. The long term salary protection program does not apply to Teachers over 65 or having 30 years experience.
- 3-3-1. When a Teacher becomes entitled to receive benefits under this program and enters the program, the Teacher's salary shall cease. Nothing in this section should be construed to affect the Teacher's right to sick leave or re-employment during the initial term of disability under the provisions of the agreement. If after an initial period of up to twenty-four months\* it is determined that the teacher is unable to return to their regular assignment, rights to sick leave and re-employment will cease.

\*MURRAY SCHOOL DISTRICT  
1994-95 Long Term Disability Benefits Summary  
Page 2 "Maximum Length of Benefit Payments"

This will have no affect on Teachers now under long term assistance.

- 3-3-2. The District or its insurer shall provide any Teacher who may become eligible for long term disability benefits written notice of the requirements for making application for such benefits at least 45 calendar days before the Teacher becomes eligible for each benefit.
- 3-4. The Board will provide a \$50,000 term life insurance policy for the employee and a dependent life insurance policy of \$2,000.
- 3-5. The Board will provide a term life insurance policy for Teachers working beyond age 65. After age 65, a reduced term life insurance policy will be in effect.

#### ARTICLE IV SICK LEAVE AND BEREAVEMENT

##### 4-1 **General Provisions.**

##### 4-1-1. **Entitlement**

Teachers shall be entitled to absence with pay from their duties with the District because of illness or bereavement as hereinafter set forth, provided that such absence shall be in addition to leave of absence from duty granted for other reasons, and shall relate to absence during the contract year, and shall not relate to succeeding contract years except as expressly provided otherwise.

##### 4-1-2. **Purpose**

Such leave shall be for illness, mental or physical, pregnancy, and injuries or bereavement which precludes the Teacher from carrying out his regularly assigned duties.

##### 4-1-3. **Definitions of Immediate Family**

- (a) Sick leave may be taken by a Teacher for the following immediate family members: spouse and children. Sick leave may be taken for other immediate family members if they live in the home or the illness has been diagnosed as serious: father, mother, brothers, sisters, grandparents, grandchildren or the same relatives of one's spouse (see 4-2-1-c or 4-2-2-d).
- (b) Bereavement leave may be taken for the following immediate family members: spouse, children, father, mother, brothers, sisters, grandparents, grandchildren, or the same relatives of one's spouse (see 4-3).

4-1-4. **Extraordinary Cases**

The Superintendent may, in extraordinary cases of illness, family sick leave, injury, or bereavement including other family members or close friends, may allow additional days of leave with pay.

4-1-5. **Right of Teacher to Meet with the Board**

If for any reason relating to sick leave or bereavement, a Teacher believes he has a special problem, he may follow the grievance procedure hereinafter set forth, or appeal directly to the Board.

4-1-6. **Reporting Absence**

A Teacher who is absent from school shall report to the Principal upon forms provided by the District which shall indicate the reason for the absence.

4-1-7. **Funding**

The sick and bereavement policy will be funded in full provided the total yearly salaries for substitute Teachers for the above-described absences do not exceed the base amount which equals the number of full-time equivalent professional Teachers covered under the policy, multiplied by the maximum pay rate of substitute Teachers, multiplied by a factor of 4.2 (factor based on a three-year average Teacher absentee) plus 5 percent of the product.

4-1-8. **Adjustments**

If this amount is exceeded in any one school year, the cost of the excess will be charged to all absentees for sick leave and bereavement in proportion to the salary paid them during absences of that contract year. At the end of any school year an equivalent shall be made of the formula to determine if the base amount is sufficient to provide compensation under the above provisions.

4-1-9. The abuse or misuse of the sick leave policy for absences other than those defined in paragraph 4-1-2 of this article shall be grounds for dismissal.

4-2. **Sick Leave Provisions**

4-2-1. **First Three Years of Service**

Full-time Teachers with less than three consecutive school years of service with the District, including those Teachers defined as new Teachers in Article 2-2-1 of this Agreement, shall be allowed the following sick leave:

- a. Seven days accumulative sick leave per school year of service up to a maximum of fifteen days with full pay.
- b. After a Teacher has used his/her entire accumulated "full pay" of sick leave he/she shall be entitled to receive sick leave equal to full pay, less the daily rate paid to a certificated substitute teacher as determined and disclosed at the beginning of the contract year. The reduced sick leave benefit shall be available to a Teacher for the balance of his contract year provided the Teacher has taught thirty school days in that particular contract year, subject to the provisions of section 3-3-1. of the Agreement.
- c. Leave with pay taken by a Teacher because of illness of a member of the Teacher's immediate family shall be charged against the Teacher's accumulative sick leave days and may not exceed five days in any contact year.
- d. Teachers that serve for periods less than the contract year shall be entitled to the above provided sick leave in ratio to the number of days served to the days of service required for that contract year. This ratio shall be computed at the rate of one half day for each month of service not to exceed a total of seven days.

Any sick leave adjustment in salary will be made at the end of six months of employment or at the time of termination whichever occurs first.

4-2-2. **Beyond Three Year Service**

Full-time Teachers with three years or more of consecutive service shall be allowed the following sick leave:

- a. Sick leave at full pay throughout the contract year without limit, subject to the provisions of section 3-3-1, 3-3-2, 4-2-3 and 4-2-4 of this Agreement.
- b. In the event a Teacher's illness extends beyond the contract year, his right to pay during his illness shall cease at the end of the contract year until such time as he/she regains his health and resumes full service in his regular assignment in the District for at least thirty (30) consecutive working days of that contract year. A Teacher who has been absent in excess of fifteen (15) consecutive working days at the end of a contract year shall provide, upon request, to the Board a written statement from the Teacher's medical doctor that the teacher's reason for being absent from work has been corrected and that the Teacher is capable of performing his/or her duties in the District without substantial restrictions.
- c. A returning Teacher (a Teacher who is eligible to return to employment in the District for the ensuing school year and expresses his/her written intent to do so) who because he is ill or was injured during the summer months, and who is unable, because of such illness or injury, to return at the beginning of the school year or for the entire school year shall be entitled to sick leave at full pay throughout the ensuing contract year.
- d. Sick leave taken because of illness of any member of a Teacher's immediate family may not exceed (5) days in any one contract year.

4-2-3. **Medical Doctor's Verification**

Before approval of sick leave, based on a Teacher's illness or injury, for more than five days, the Board may require a Teacher to submit to it a doctor's statement as to the Teacher's physical condition.

In the event that a Teacher requests sick leave at more than normal frequency, as determined by the Board, the Board may require a doctor's statement as to the Teacher's physical condition without regard to the number of days of sick leave claimed at any one time. When a Teacher's health appears, in the opinion of the Administration, to impair a Teacher's ability to execute that classroom work in a satisfactory manner, the Board may be petitioned to require the Teacher to accept a complete examination by the Teacher's physician. The Teacher shall submit a medical statement evidencing the Teacher's fitness.

The petition and the medical statement are subject to joint review by the parties.

The cost of the examination shall be satisfied by the District.

- 4-2-4. The Board may request a joint review by the Superintendent's designee and a representative of the Association to determine rational for additional medical explanation; not to preclude a third party medical examination at the District's expense.

4-3. **Bereavement**

Teachers shall be allowed up to five (5) days of bereavement leave with pay for each case of covered bereavement. Such leave shall be for those covered under 4-1-3. (i.e., immediate family - spouse, children, father, mother, brothers, sisters, grandparents, grandchildren, or the same relatives of one's spouse).

**ARTICLE V  
PERSONAL LEAVE**

- 5-1. During each contract year, each Teacher shall be allowed two days of leave for personal matters, one day at no cost to the teacher and one day at the cost of a licensed substitute teacher. Except in the case of emergencies, written notice to the Principal, or his designee, shall be made on the Personal Leave form at least one day before such leave is to be taken.

- 5-2 Unused Personal Leave may be carried forward to the next school year. A total of five days may be accumulated, two at no cost to the Teacher and three at the cost of the substitute. The cost of the substitute will be the daily rate paid to a licensed substitute teacher as determined and disclosed at the beginning of each contract year.
- 5-2-1 Upon the accumulation of five days, Teachers not using Personal Leave during the calendar year will receive the daily rate paid to a licensed substitute teacher as determined and disclosed at the beginning of each contract year. Teachers will be paid for all unused Personal Leave days that cannot be carried over because of retirement if they have not used over five (5) days of sick leave during that contract year at the daily rate paid to a licensed substitute teacher. An exception will be made for a teacher who has had an extended illness during that school year and provides a physicians verification of the illness.
- 5-3. Each school year, personal leave is not to be used either the first or last five (5) days that students are in school.
- 5.4. No more that ten percent of the Teachers in a given school may take Personal Leave on any given day. However, no school will be allowed fewer than two. Exceptions may be approved by the Superintendent.

**ARTICLE VI  
OTHER LEAVE**

- 6-1. A Principal may, in his discretion, excuse a Teacher from regular assignment for a period not to exceed one-half day provided the Teacher's classes can be covered by other Teachers and no substitute is hired.
- 6-2. In the event that a Teacher is called for a court appearance he should immediately notify his principal or immediate supervisor. The Teacher will be excused without loss of pay by endorsing any compensation check over to the Board, less expenses paid by the court.
- 6-3. During each contract year, each Teacher shall be allowed up to five days of paid leave for the purpose of adopting a child.
- 6-4. Teachers will be granted a leave of absence for personal marriage of one school day and the option to use four school days at one half of their regular salary. Teachers will be granted one day of paid leave for the marriage of a son or daughter.
- 6-5. A Teacher shall be granted an unpaid leave of absence when the following criteria have been met.

**Factors involved in granting leave:**

- a. The request must be made 15 calendar days prior to the requested leave.
- b. The person's use of sick leave may not exceed the District sick leave average for more than 1 of the last 3 years.
- c. A Teacher must have completed one year in the District.
- d. No more than ten percent of the Teachers in a given school may take personal/unpaid leave on any given day. However, no school will be allowed fewer than two.
- e. A person will not be granted more than 10 days of leave under this section in a three year period. A three year period is defined as the year application is made and the previous two years.
- f. All requests for short term and /or emergency unpaid leave shall be submitted in writing to the Director of Personnel, who will either approve or deny the request given the individual circumstances. Any exception to this policy must be approved by the Superintendent.

**ARTICLE VII  
PROFESSIONAL LEAVE**

- 7-1. An amount of money equal to 100 percent of the first step of the bachelors degree times a factor of  $n/225$  where n represents the number of Teachers in the District will be set aside each year. For the first year, this will not be less than 27,000.
- 7-1-1. Professional leave, when recommended by the Teacher Improvement Committee and approved in advance by the Superintendent or his designee, will be granted for the purpose of:
  - a. Viewing other instructional techniques or programs.
  - b. Attending conferences, workshops, or seminars conducted by colleges, universities and the Utah and National Education Associations and affiliate departments thereof. Application for such professional leave will be made by a Teacher to the Teacher Improvement Committee.
- 7-1-2. The Teacher Improvement Committee membership will consist of administrators and teachers. The committee will also determine the rotation of members. The committee will develop the guidelines for distribution of funds. The membership of the committee and the guidelines will be brought to the Board for approval after review by the Association.
- 7-2. The Board will provide funds to cover the expenses of one Teacher designated by the Association to attend the annual National Education Association Convention. The expenses will be computed according to the policy regarding convention reimbursement. Expenses shall be taken from funds other than those set aside for the Teacher Improvement Program.

**ARTICLE VIII  
UNPAID LEAVES OF ABSENCE**

- 8-1. A teacher with a minimum of three years experience in Murray School District may be granted an unpaid leave of absence for up to one year when approved by the Board. An exception to the three year experience requirement may be granted by the Board.
- 8-1-1. The request for such leave must be submitted in writing to the Superintendent by the Teacher at least 45 days prior to the last day of work before the commencement of such leave. In cases involving unusual factors which make the above notice requirement impracticable, the Superintendent may recommend waiver of the notice to the Board.
- 8-1-2. When an unpaid leave is approved by the Board, the Teacher will return to his teaching duties in the District for at least one year after the expiration of the leave, unless, in the opinion of the Board, circumstances warrant otherwise.
- 8-1-3. A Teacher returning to the District from an unpaid leave, approved by the Board, will be assured of employment with the District. In the event it is not practicable for the District to assign the Teacher to the same school or teaching area where he previously served, reasonable effort will be made to place the Teacher in an area or position in which the Teacher is qualified.
- 8-1-4. Premiums for group insurance coverage will not be paid by the District for Teachers on unpaid leave. However, the Teacher may retain the group insurance coverage during the unpaid leave period by paying the monthly premiums thereon through the District.
- 8-1-5. A Teacher returning to the District from unpaid leave shall retain the same sick leave benefits as he had accrued at the time of entering upon such leave.
- 8-2. Upon return to the District employment from such special leave of absence, the Teacher shall be placed at the same step position on the salary schedule he occupied when entering upon such leave.

- 8-3. Subject to approval by the Board, leave of absence without pay of up to one year may be granted to a Teacher to enable him to participate in exchange teaching programs in other states, territories, countries, or military teaching programs. Upon return from such leave, a Teacher shall be placed at the same step position on the salary schedule as he would have been had he taught in the District during such period.
- 8-4. Subject to approval by the Board, leave of absence without pay of one year may be granted to a Teacher to enable him/her to engage in study reasonably related to his/her professional responsibilities at an accredited college or university. Upon return from such leave, the Teacher shall be placed at the same step position on the salary schedule as he/she would have been had he/she taught in the District during such period. Upon application, this leave may be extended for an additional consecutive year if approved by the Board. However, upon return of such leave, advancement on the salary schedule shall be allowed for the first year only of such leave.
- 8-5. **Military Leave**
- 8-5-1. A military leave of absence without pay shall be granted, according to law, to any Teacher who shall be inducted into or enlist for active military service. Upon return to the District from such leave, a Teacher shall be placed at the same step position on the salary schedule as he would have been had he taught in the District during such period. The District will comply with current Federal and State law.
- 8-5-2. A Teacher who is a member of an organized United States Army, Navy, Air Force, or Marine Reserve shall be allowed leave of absence to attend annual encampment or other duties in connection with reserve training requirements under the following conditions:
- a. If the unit(s) require such training to be taken during the Teacher's normal work year.
  - b. No Teacher will receive less than his pro-rated salary amount during such leave. If the military salary is equal to or greater than his District salary, the Teacher will receive no remuneration from the District. If the military salary is less, then the District will make up the difference so that the Teacher does not suffer a salary loss while on military leave.
  - c. The Principal will direct the Teacher regarding his responsibilities to the substitute so that a smooth transition will take place during the absence of the Teacher of military leave.
  - d. Military leave will be granted only on the basis of official military orders which must be filed with the Director of Personnel.
- 8-6. Any Teacher elected to the position of President of the Utah Education Association will be granted a leave of absence without pay for two years. Upon return to the District from such leave, the Teacher shall be placed in the same step position on the salary schedule he occupied at the time he entered upon such leave.
- 8-7. In the absence of legal reason to the contrary, a Teacher shall have the right to become a candidate for public office and to serve in such office. Only Teachers elected to public office will be granted a leave of absence without pay in order to serve in public office if such duty would interfere with their teaching assignment. Upon return to the District from such leave, a Teacher shall be placed at the same step position on the salary schedule he occupied at the time he entered upon such leave. Teachers elected to full time public office shall be granted unpaid leave for four years or one term in office whichever is longer.
- 8.8. Subject to approval of the Board, leave of absence without pay of up to one year may be granted to a Teacher for reasons of extended illness. Upon return to the District from such leave, a Teacher shall be placed at the same step position on the salary schedule he occupied at the time he entered upon such leave.

**ARTICLE IX  
PROFESSIONAL RELATIONS COUNCIL**

The Board authorizes the establishment of the Professional Relations Council (PRC) to act as an informal discussion group on matters of mutual concern to the Teachers and the Board. The purpose of the Council shall be to accumulate ideas, make recommendations, and provide feedback.

- 9-1. The Professional Relations Council shall be composed of the following:
  - a. The President of MEA and a representative from the elementary level and a representative from the secondary level as designated by MEA.
  - b. The Director of Personnel and a representative from the elementary principals and a representative from the secondary principals.
  - c. The District Administration and the Association shall each appoint a co-chairperson. The chairmanship shall alternate monthly between the two co-chairpersons.
  - d. Length of service for appointed members will be a maximum of three consecutive years.
- 9-2. Meetings of the Council shall be held monthly or as often as needed upon the call of the Chairpersons. Dates, places, and agendas shall be determined by Council members.
- 9-3. The written agenda for each meeting will be the joint responsibility of the Chairpersons. Items may come through MEA leadership and school or district leadership.
- 9-4. The co-chairpersons for the next school year shall be appointed by their respective groups at the last meeting of the Council in the spring of each year.
- 9-5. The clerical expenses of the Council shall be paid by the Board.
- 9-6. It shall be the general procedure that Council meetings will not be scheduled during school hours. If a meeting is scheduled by joint agreement during school hours, the Council members will be allowed released time without loss of pay.
- 9-7. All items of business or recommendations coming from this Council are advisory only.

**ARTICLE X  
PROFESSIONAL GRIEVANCE PROCEDURE**

- 10-1. Definition: a grievance is any claim by the Association or a Teacher of an alleged misapplication of this Agreement or established written Board policy.
- 10-2. Purpose and clarification of procedure: The purpose of this grievance procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to problems which may arise.
  - 10-2-1. Nothing herein contained will be construed as limiting the right of any Teacher having a grievance to discuss the matter informally with any appropriate member of the District Administration of his choice. No adjustment of any grievance shall be inconsistent with the terms of this Agreement or established written Board policy and no adjustment of any formal grievance shall be made without notification of the Association and opportunity for an Association representative to be present.
  - 10-2-2. The Board and the Association shall have the opportunity of having their representatives present at any step in the grievance procedure beyond Step One hereinafter set forth. Written notice of any grievance which goes beyond Step One shall immediately be given to the Association by the Teacher.
  - 10-2-3. Upon request of the Teacher, the Association representative may act in behalf of the Teacher at any point beyond Step One.

10-2-4. The number of days indicated with respect to each step shall be observed strictly but may be extended or shortened by written mutual agreement of the parties. In the event a grievance is filed after May 15, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

10-3. The steps for processing the grievance procedure shall be:

10-3-1. Step One - In the event that a Teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Principal with the objective of resolving the matter promptly and informally. This must be done within 15 school days after the date the Teacher becomes aware of the alleged grievance.

10-3-2. Step Two - If, as a result of the informal discussion with the building Principal, a grievance still exists, the Teacher may invoke the formal grievance procedure by submitting his grievance in writing to the building Principal.

Within five school days after receipt of the written grievance, the Principal shall meet with the Teacher in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within five school days after such meeting, and shall furnish a copy thereof to the Teacher.

10-3-3. Step Three - If the Teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within five school days after such meeting (or ten school days from the date of filing, whichever shall be later) the written grievance shall be transmitted to the Superintendent by the Principal.

Within five school days after the receipt of such written grievance, the Superintendent shall meet with the Teacher and shall decide the disposition of the grievance in writing within five school days after such meeting, and shall furnish a copy thereof to the Teacher.

10-3-4. Step Four - If the Teacher is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within five school days following such meeting (or ten school days from the date of filing of the written grievance with the Superintendent, whichever shall be later), the grievance may be submitted to an impartial third party from outside the District for his/her review and recommendations.

- a. 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 selection by a joint letter from the District and the Association stating the issue(s) and requesting that he set a date and time for the hearing.
- b. The hearing examiner shall have no authority to amend, modify, ignore, add to or subtract from the provisions of this Agreement. His authority shall be strictly limited to making a recommendation to the Board regarding only the specific issue or issues submitted to him/her in writing by the District and the Association. The examiner shall have no authority to make recommendations on any other issue not so submitted to him. The examiner shall have no power to make recommendations contrary to or inconsistent with the law. The examiner's recommendations to the Board must be based solely and only upon his 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 recommendations in writing to the teacher, the District and Association, within 20 working days after the close of the hearing or submission of agreed-upon briefs by the parties, whichever is later, unless the parties agree to an extension thereof.
- c. In the hearing, the Teacher and the Association may not present or rely on any evidence, material, allegation or remedy that was not presented in steps one through three. In the event that new evidence is discovered which might have a bearing on the grievance, the grievance will return to step two.

- d. The recommendation of the hearing examiner to the Board shall be advisory only. The Board shall make a final disposition of the case within 20 working days after receiving the recommendations of the hearing examiner unless the parties agree to an extension. The decision of the Board shall be submitted in writing to all parties, and shall be final and binding on all parties to the grievance, provided the Board in its decision does not exceed its authority as established in the law.
- e. Expenses for the hearing examiner's services shall be shared equally by the District and the Association.

10-3-5. Nothing herein shall be construed to limit the right of the Teacher to appeal the Board's decision to an appropriate court of law.

## **ARTICLE XI TEACHER FILES**

11-1. Each Teacher shall have the right, by appointment, to review during office hours the content of his own Teacher personnel file maintained in the District Office. A representative of the Association may, at the Teacher's request, accompany the Teacher during his review.

11-2. The Teacher personnel file shall contain, among other items, the following items of information:

- Teacher personnel card
- Required medical information
- Annual Teacher evaluation reports
- Copies of annual contract
- Record of Teacher certificate

11-3. Records regarding the professional advancement program (B.S. + 30, etc.) will be maintained in separate individual files. Each Teacher shall also have the right to review the professional advancement program file, by appointment, during office hours.

## **ARTICLE XII DUTY FREE LUNCH - BUS DUTY**

12-1. Duty Free Lunch

- a. All Teachers shall have a daily assignment-free lunch period, except in the elementary school where Teachers will assume supervision of students during inclement weather. The lunch period for Teachers shall be the same length as the lunch period for students. The Duty Free Lunch Committee will meet when necessary.

12-2. Bus Duty

- a. The District will provide a Bus Assistant for each elementary school with buses.
- b. During the first 7 days of a school year, one Teacher will be assigned per bus, supervise the loading and acquainting the students with the Bus Assistant. The Principal is responsible for making the assignments.
- c. Each classroom Teacher will discuss bus safety and rules with their class.
- d. After this training period, the Bus Assistant will monitor students waiting for the bus.
- e. During the school year, the Teachers will assist the Principal and the Bus Assistant in resolving problems which interfere with bus safety.

**ARTICLE XIII  
CHILD CARE LEAVE**

- 13-1. a. On the birth of one's child, a Teacher will be granted, upon request, a one year's leave of absence without pay for child care. Such a request may be made up to one year after the birth, and the Teacher will return at the beginning of the school year following the calendar year in which leave is taken.
- b. Any Teacher who is pregnant shall be entitled to an extended leave without pay during the pregnancy where sick leave is not applicable to the situation.
- 13-1-1. Upon return of the Teacher, if the previous position is not available, a comparable position shall be offered.
- 13-1-2. The returning Teacher shall maintain his place on the salary schedule, however, experience credit will not accrue.
- 13-1.3. During the leave, the Teacher upon arrangement with the District, may continue participation in the health insurance program, the long-term disability insurance program, and any other similar benefits available to Teachers employed by the District. The Teacher shall pay the cost of participation in such programs.
- 13-1-4. A Teacher may be granted a leave of absence without pay for a period of one school year when approved by the Board for the adoption of a baby. The Teacher may retain his/her place on the salary schedule, but experience credit will not accrue during the time of adoption leave. A Teacher desiring to return to teaching from adoption leave during the school year will be given special consideration when filling vacancies for which the Teacher is qualified.

**ARTICLE XIV  
PAYROLL DEDUCTIONS**

- 14-1. In accordance with State law, and when directed in a written authorization signed by a Teacher, the Board will, until directed otherwise in writing by the Teacher, deduct from the Teacher's wages a sum specified in such written authorization of the annual adjusted sum as certified by the Teacher not exceeding three percent (3%) per month of such wages for Association dues and/or other voluntary Association contributions and will pay the same to the Association.
- 14-1-1. Authorization for deductions, including any increase in dues, shall remain in effect until revoked in writing during September of any ensuing year. Upon termination the remaining balance of dues will be deducted from the final check.
- 14-1-2. Deductions will be made as requested by the Teacher either in one lump sum from the September check or in equal installments beginning with the September check. In the case of late memberships, deductions may be made in equal installments from each remaining check where so requested by the Teacher.
- 14-1-3. The Board will not deduct from the wages of Teachers any amounts to be paid to:
  - a. a candidate as defined by Utah law,
  - b. a personal campaign committee as defined by Utah law,
  - c. a political action committee as defined by Utah law,
  - d. a political issues committee as defined by Utah law,
  - e. a registered political party as defined by Utah law,
  - f. a political fund as defined by Utah law, or
  - g. any entitle established by the Association or other labor organization to solicit, collect, or distribute monies primarily for political purposes.
- 14-2. The Board shall also make payroll deductions upon written authorization from Teachers for annuities, credit unions, pre-paid dental, savings bonds or other plans or programs approved by the Board.

- 14-3. Other deductions required by law will also be made by the Board from the wages of Teachers including but not limited to the following and pay the same for such purposes:

Utah State Employees Retirement System  
Federal Insurance Contribution Act  
Federal Income Tax  
State Income Tax

## **ARTICLE XV LEARNING ENVIRONMENT**

- 15-1. Individual elementary schools may organize staff and provide for planning time for elementary Teachers. This planning time will be set once per week with the exception of two day weeks. Before becoming effective, this planning time will be approved by a majority of the faculty (which will include all Teachers and the principal of the school), and by the Board of Education. The proposal will meet state student attendance regulation. Parents /guardians must receive adequate prior notification of any changes in the regularly scheduled planning time.

Individual elementary schools that have a planning time for Teachers may eliminate that planning time. Before becoming effective, the elimination of the planning time must be approved by a majority of the faculty (which will include all teachers and the principal of the school), and by the Board of Education. The proposal will meet state student attendance regulation. The beginning and ending times will be determined by the transportation department based upon the availability of busses.

### **15-2 PREPARATION/PLANNING TIME**

Secondary Teacher preparation time and Elementary Teacher planning time shall not be used for faculty meetings, professional development, training, or other administrative assignments without the unanimous agreement of those involved in the activity.

- 15.3. Elementary teachers will leave their students under the direct supervision of the Computer Lab para-educator or the Physical Education para-educator only when the following conditions are met:
- a. teacher is available in the building to assist the para-educator with any student problems that may occur while the para-educator is teaching the class.
  - b. teacher provides the para-educator with complete lesson plans/instructions on the first day of each week during which the para-educator will be teaching the class.

## **ARTICLE XVI TEACHER RIGHTS**

- 16-1. Every Teacher shall be entitled to the full and unrestricted enjoyment of all rights conferred upon them by the Constitution of the United States and the State of Utah and all applicable laws, rules and regulations thereunder. Subject to said constitutions, laws, rules, regulations, and the Policies of the Board, the Board and the Association agree that:
- 16-1-1. Every Teacher has the right freely to organize, join and support the Association for the purpose of engaging in lawful activities for the mutual aid and protection of all Teachers.
- 16-1-2. Neither the Board nor the Association will directly or indirectly discourage, deprive or coerce any Teacher in the enjoyment of any rights, privileges or immunities to which the Teacher is entitled by law.

- 16-1-3. Neither the Board nor the Association will discriminate against any Teacher by reason of his membership or lack of membership in the Association or in the performance of the Association's lawful activities or the presentation of any grievance, complaint or claim to the Board respecting terms or conditions of employment.
- 16-1-4. The provisions of this Agreement shall be applied in recognition and concurrence with applicable state and federal laws including the American Disabilities Act.
- 16-1-5. The Board, the Administration, the Association, or the Teachers will not participate in any reprisal against any participant in a grievance procedure or problem-solving situation by reason of such participation.
- 16-1-6. Any complaint by a parent or student directed toward an employee shall be called to the employee's attention if considered serious by the employee's immediate supervisor. In all cases, an employee shall be notified of a complaint and have the opportunity to respond to it prior to initiating any due process, corrective discipline, or placement of the complaint in the employee's personnel file. The employee may obtain a copy of any communication, written or otherwise. An employee may place in his/her file a response to any adverse criticism or evaluation.

**16-2 REPRESENTATION**

A Principal has the right to discuss with a Teacher any issue related to that Teacher's employment in this District at an appropriate time. When the discussion involves disciplinary action or the potential of such an action the Teacher has the right to have present an Association Representative or a representative of the Teacher's choice, except in exigent circumstances, in addition to the exercise of any due process right as provided by state law and Board Policy.

A Teacher has the right to have a school Principal, Assistant Principal, or District Office Administrator of the Teachers choice present during a meeting with a parent and/or student.

**16-3 PRIVACY**

Observations/surveillance cameras are used for security/investigation purposes only. At no time will any video recording be used for Teacher evaluation purposes.

**16-4 COMMUNICATIONS**

The Association may use District computers, telephones, and intra-district mail to communicate with its members. Teachers may use District telephones and computer services to communicate with legislators. Teachers will adhere to policies that regulate appropriate use of district equipment.

District Acceptable Use Policy  
Board Policy SP900.3

**ARTICLE XVII  
ASSOCIATION – BOARD  
CONTRACTUAL RELATIONS**

- 17-1. This Agreement sets forth terms and conditions of employment applicable to all Teachers and therefore shall be deemed to be a part of each contract of employment executed between the District and the individual Teacher.
- 17-2. Nothing in this Agreement shall be so construed as to preclude the Board from adopting policies, rules, and regulations governing the operation of the school system of the District, not in conflict with terms of this Agreement.
- 17-3. If any provision of this Agreement or any application of this Agreement to any employee or group of employees of the District shall be contrary to law, such provision or application shall not be deemed valid but all other provisions or applications of this Agreement shall continue in full force and effect.

- 17-4. Matters involving Adverse Action Affecting Teachers are covered by Board Policies, Rules and Regulations and are not part of this Agreement. The Professional Grievance Procedure set forth in Article X of this Agreement is in addition to and separate from the procedures specified in the Board's Policies, Rules and Regulations involving Adverse Action Affecting Teachers.
- 17-5. The Board of Education agrees to provide each professional Teacher, every other year, a copy of the Professional Agreement. The publication will be issued every other year and changes in the document on alternate years. The Board will provide the MEA with 50 additional copies of the Professional Agreement. The intent of the Board of Education is to provide a copy of the Professional Agreement as soon after a settlement as possible.
- 17-6. All new Board Policies, including revisions, shall be sent to the Association President following adoption by the Board. Prior to each Board meeting the Board agenda, approved minutes and other pertinent items, as determined by the Superintendent, shall be sent to the Association President.
- 17-7. The headings in the agreement are for the purpose of convenience only and shall not limit, enlarge or affect any of the covenants, terms, conditions or provisions of this Agreement.
- 17-8. Representatives of the District and the Association will meet to review the Professional Agreement prior to the printing of the Agreement.

17-9. **MURRAY EDUCATION ASSOCIATION MEETINGS**

The Association schedules the first Tuesday of each month after 3:30 PM to conduct their business. The District and schools will make this time available for those involved in such Association activities.

17-10. **COMPENSATION SECONDARY PREPARATION PERIODS**

For Jr. High schools:

Preparation periods shall be no less than one period based on a seven period day. Teachers who agree to teach during this period shall be paid for additional preparation time based on the teacher's base salary using the following formula:

*School year 2005-06:*

Teaching preparation period ½ of year = 1.083% of base

Teaching preparation period full year = 1.167% of base

*School year 2006-07 and thereafter:*

Teaching preparation period ½ of year = 1.075% of base

Teaching preparation period full year = 1.151% of base

For High Schools:

Preparation periods shall be no less than two periods based on an eight period day. Teachers who agree to teach during a preparation period shall be paid for additional preparation time based on the teacher's base salary using the following formula:

*School year 2005-06:*

Teaching 1 preparation period ½ of year = 1.071% of base

Teaching 1 preparation period full year = 1.143% of base

*School year 2006-07 and thereafter:*

Teaching 1 preparation period ½ of year = 1.069% of base

Teaching 1 preparation period full year = 1.138% of base.

17-11. **COMMUNICATIONS PROCEDURE**

We believe a safe and inviting climate is essential for Teachers to teach and students to learn. Trust and communication are necessary to establish such an environment. We also know that problems arise which need to be discussed and resolved, and there are some problems that are more difficult to solve than others. In order to achieve a resolution satisfactory to all parties concerned, the following steps will be taken:

1. The Teacher(s) will request a meeting with the principal. At this first meeting, the Teacher(s) will clearly state the concerns about a problem/issue and dialogue with the principal to resolve the problem in a manner satisfactory to both parties.
2. If a satisfactory resolution is not reached and further discussion becomes necessary, the Teacher(s) will do one of the following:
  - a. request another meeting with the principal and invite the MEA representative to participate in the discussion;
  - b. request another meeting with the principal and invite an advocate from the school to participate in the discussion;
  - c. take the problem to an existing school committee, e.g., the School Support Team, grade level teams, or department teams;
  - d. take the problem to a committee currently in place whose purpose is to enhance communication and resolve problems; or
  - e. request the problem be placed on a Faculty Meeting Agenda.
3. If the problem is still unresolved after Steps 1 and 2, the Teacher(s) will make an appointment with the Superintendent or Director of Personnel at the District Office, and/or the MEA.

#### **ARTICLE XVIII DURATION**

- 18-1. Term of, and method of terminating this Agreement shall be as hereinafter set forth.
- 18-1-1. The term of this Agreement shall extend from the effective date first herein above appearing to and including June 30, 1971, and, unless terminated as hereinafter provided, shall thereafter be automatically renewed each year for successive additional terms of one year.
- 18-1-2. This Agreement may be terminated in the following manner:
  - a. By service of written notice by either party upon the other party no later than ninety (90) days prior to June 30, 1971, of its desire to terminate this Agreement upon that date and, in the event such notice is served, this Agreement will terminate on that date; or
  - b. In the event this Agreement is renewed as above provided, by service of written notice by either party no later than ninety (90) days prior to the next June 30 expiration date, of its desire to terminate this Agreement upon that date and, in the event such notice is served, this Agreement will terminate on said date, provided that the notice of termination shall set forth the reason for such termination and specify a time and place within ten days following the date of such notice when and where representatives of both parties can meet to discuss such reason, it being the mutual intent of both parties that this Agreement will not be terminated for capricious or transient cause, or for no reason at all, but that any such notice of termination will be based upon just and sufficient reason, provided further, that such termination shall not take effect until representatives of both parties have had full opportunity to meet as above set forth, and from time to time thereafter, if necessary, during said 90-day period, to discuss the reason for such notice of termination and both parties hereby agree that during such discussions they will endeavor in good faith to reach agreement in overcoming and removing the reason upon which such notice of termination is based in order that this Agreement may continue in full force and effect.

#### **ARTICLE XIX AMENDING PROCEDURE**

- 19.1. This Agreement may be amended in the following manner:
- a. The party proposing the amendment or amendments shall serve upon the other party between March 15<sup>th</sup> and March 25<sup>th</sup> of any year a written notice setting forth in clear language and text of the amendment or amendments proposed, provided that additional notices will not be sent or served after March 25<sup>th</sup> of any year except by mutual consent of the parties.
  - b. In the case of notice to the Board, the notice will be sent to the Superintendent with a true copy being sent to the President of the Board, and, in the case of notice to the Association, the notice will be sent to the President of the Association.
  - c. Thereafter, the steps to be followed by the parties in respect to processing the proposed amendment or amendments will conform to the procedures contained in Article III, IV, and V of the Agreement dated July 9, 1969, between the parties insofar as such procedures are legally permissible and except where the same are inconsistent with this Agreement.

## **ARTICLE XX RETIREMENT**

- 20.1. The Utah State Retirement System (URS) applies to all employees who work at least 20 hours per week. The District will make required contributions on behalf of eligible employees as determined by URS.

Employees wishing to retire must make application to the Superintendent of Schools by April 1 of the year they elect to retire. Failure to provide said notification will result in a \$1,000 reduction in the employee's post-retirement benefits.

For District retirement benefits, age is the age of the employee on September 30<sup>th</sup> of the year in which they elect to retire.

### ***Retirement benefits for those working under contract before the 2007-2008 school year***

#### **20.2. Retirement – Prior to age 62**

- a. Teachers with 15 years of service in Murray School District and 25 years in public education shall be eligible for the following District- paid retirement benefits for 3 years unless dismissed for cause:
  - The District will pay fifty percent (50%) of the difference between step three, lane one, and the base salary of the retiring employee.
  - The District will contribute the capped medical premium (as listed at the end of Article XX) into the employee's post-retirement account.
- b. The sum of these benefits will be divided into monthly payments and deposited into the District post-retirement special pay plan or the District sponsored post-retirement health care trust. The decision as to which of these accounts will be utilized will be determined by an exit interview with the retiree conducted at the time of retirement.
- c. If a retiree elects to purchase health insurance through the District, the premium charge will be the rate for active employees for the first three years. Following the first three years, the premium charge will be a retiree rate as determined by the District insurance carrier. In no event will a retiree be able to purchase insurance through the District upon Medicare eligibility (current age 65).
- d. All payments into the selected post-retirement account terminate at the end of the month in which death occurs.
- e. In lieu of the monthly payments reference above, an employee may elect to use these funds to purchase retirement years through URS. Because these years must be purchased before retirement, the employee must notify the District by May 1<sup>st</sup> of their intent to use all or a portion of these funds to

purchase retirement years. Any balance after the purchase of retirement years will be divided into monthly payments and contributed to the employee's post-retirement account.

### **20.3. Retirement – Age 62-66**

Teachers with 15 years of service in Murray School District shall be eligible for the following District- paid retirement unless dismissed for cause:

The District will pay fifty percent (50%) of the difference between step three, lane one, and the base salary of the retiring employee for the lesser of three years or age 67.

The District will contribute the capped medical premium (as listed at the end of Article XX) into the employee's post-retirement account for the lesser of three years or full Medicare eligibility.

- a. In order to receive full benefits, the Teacher must work in the District for 15 school years preceding retirement. In order for a Teacher to receive one-half of the benefits, he would be required to work ten school years in the District preceding retirement.
- b. The sum of these benefits will be divided into monthly payments and deposited into the District post-retirement special pay plan or the District sponsored post-retirement health care trust. The decision as to which of these accounts will be utilized will be determined by an exit interview with the retiree conducted at the time of retirement.
- c. If a retiree elects to purchase health insurance through the District, the premium charge will be the rate for active employees for the first three years. Following the first three years, the premium charge will be a retiree rate as determined by the District insurance carrier. In no event will a retiree be able to purchase insurance through the District upon Medicare eligibility (current age 65).
- d. All payments into the selected post-retirement account terminate at the end of the month in which death occurs.
- e. In lieu of the monthly payments reference above, an employee may elect to use these funds to purchase retirement years through URS. Because these years must be purchased before retirement, the employee must notify the District by May 1<sup>st</sup> of their intent to use all or a portion of these funds to purchase retirement years. Any balance after the purchase of retirement years will be divided into monthly payments and contributed to the employee's post-retirement account.

### **20.4. Retirement – Age 67 and Beyond**

Teachers with 15 years of service in Murray School District shall be eligible for the following District- paid retirement unless dismissed for cause:

One half one percent of the final base salary times the number of years service in Murray School District up to 30 years.

The benefit will be paid in a lump sum by August 31 of the year of retirement and deposited into the District post-retirement special pay plan or the District sponsored post-retirement health care trust. The decision as to which of these accounts will be utilized will be determined by an exit interview with the retiree conducted at the time of retirement.

#### ***Retirement benefits for those working under contract for the 2007-2008 school year and after***

### **20-5. Retirement before age 67**

Teachers with 15 years of service in Murray School District shall be eligible for the following District- paid retirement benefits for the lesser of three years or age 67 unless dismissed for cause:

- a. (Two Percent 2%) times (Years of service in Murray School District, up to 30 years) times (Difference) between the retiree’s base salary and step 3 of lane one)

This benefit will be divided into monthly payments and deposited into the District post-retirement special pay plan or the District sponsored post-retirement health care trust. The decision as to which of these accounts will be utilized will be determined by an exit interview with the retiree conducted at the time of retirement.

- b. All payments into the selected post-retirement account terminate at the end of the month in which death occurs.
- c. If a retiree elects to purchase health insurance through the District, the premium charge will be a retiree rate as determined by the District insurance carrier. In no event will a retiree be able to purchase insurance through the District upon Medicare eligibility (current age 65).
- d. In lieu of the monthly payments reference above, an employee may elect to use these funds to purchase retirement years through URS. Because these years must be purchased before retirement, the employee must notify the District by April 1<sup>st</sup> of their intent to use all or a portion of these funds to purchase retirement years. Any balance after the purchase of retirement years will be divided into monthly payments and contributed to the employee’s post-retirement account.

**20-6. Retirement age 67 and beyond**

Teachers with 15 years of service in Murray School District shall be eligible for the following District- paid retirement benefits unless dismissed for cause:

One half one percent of the final base salary times the number of years service in Murray School District up to 30 years.

The benefit will be paid in a lump sum by August 31 of the year of retirement and deposited into the District post-retirement special pay plan or the District sponsored post-retirement health care trust. The decision as to which of these accounts will be utilized will be determined by an exit interview with the retiree conducted at the time of retirement.

**20.7. Retirement Savings**

Savings generated from salary differences between early retirees’ and average new hires will first be utilized to pay for post-retirement benefits. All savings remaining after the payment of these benefits shall be available for negotiations.

**Post-Retirement  
Capped Insurance Amt**

Year	Amount	Year	Amount
2006-07	6,648	2022-23	12,452
2007-08	6,914	2023-24	12,950
2008-09	7,190	2024-25	13,468
2009-10	7,478	2025-26	14,006
2010-11	7,777	2026-27	14,567
2011-12	8,088	2027-28	15,149
2012-13	8,412	2028-29	15,755
2013-14	8,748	2029-30	16,385
2014-15	9,098	2030-31	17,041
2015-16	9,462	2031-32	17,722
2016-17	9,841	2032-33	18,431
2017-18	10,234	2033-34	19,169
2018-19	10,644	2034-35	19,935

2019-20	11,069	2035-36	20,733
2020-21	11,512	2036-37	21,562
2021-22	11,973	2037-38	22,425

**ARTICLE XXI  
ASSOCIATION LEAVE**

- 21.1. Teachers who are officers of the Associations that represent the majority of their respective employee groups or their designated representatives shall be granted a total of twenty-two (22) contract days of professional leave for association duties and/or assignments.
- 21.2. All duties or assignments performed by a District employee during paid association leave shall directly benefit education in Murray School District.
- 21.3. All released time for duties associated with local, state, and national associations are considered Association Leave except for:
  - a. negotiation meetings with district representatives;
  - b. grievance meetings with district representatives; or
  - c. other joint meetings with district representatives.
- 21.4. Written request for such leave shall be submitted to the Director of Personnel by the President of the Association or an officer authorized to act for the Association at least one week in advance of the date the Professional Leave is to commence. The request shall include the following information:
  - a. name, school, and assignment of employee;
  - b. location and duration of leave;
  - c. reason for leave;
  - d. assurance by the employee that no time will be spent on:
    - engaging in political activity;
    - campaigning for candidates for public office;
    - fundraising for political organizations, political parties, or candidates;
  - e. expenses related to the leave of the employee; and
  - f. assurance that any expenditure of district funds directly benefits education within the district:
    - full explanation of how the district is benefited by the expenditure of district funds.
- 21.5. In case of emergency, the written request shall be submitted no less than twenty-four (24) hours before the leave is to commence. The Director of Personnel will notify the appropriate principal or supervisor of the action taken.
- 21.6. Violation of this policy may result in employee disciplinary action under district policy and/or Utah Code Annotated §53A-8-104.
- 21.7. The Director of Personnel shall be responsible for supervising employees on paid Association leave and for the accounting for all costs and expenditures incurred by paid Association leave.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf on the day and year first herein above appearing.

Attest: THE BOARD OF EDUCATION  
MURRAY SCHOOL DISTRICT  
/s/ Arthur L. Bishop by /s/ John Richard Evans

Attest: MURRAY EDUCATION  
ASSOCIATION

/s/ Allen Harrison by /s/ Karl Dee Ostler

## Appendix “A-1”

### Pay for Extra Duty

The amount of money set aside for extra-duty will be determined as follows:

#### Junior High School – (BS Lane)

$.07 \times \text{base salary} = \text{total amount available for both athletic and non-athletic pay}$

#### High School – (BS Lane)

$4.35 \times \text{base salary} = \text{total amount available for both athletic and non-athletic pay.}$

**EXTRA PAY FOR EXTRA DUTY  
HIGH SCHOOL  
NON-ATHLETIC**

Classification I - One Day  
Costumes

Classification II - Two Days  
PLT  
Honor Society

Classification III - Three Days  
Literary Magazine  
Sterling Scholar  
Academic Decathlon  
Newspaper

Classification IV - Four Days  
Cheer/Pep Asst

Classification V - Five Days  
Yearbook  
Stage Crew

Classification VI - Six Days  
Audio Visual  
Pep Club

Classification VII - Seven Days  
Dance  
Student Government

Classification VIII - Eight Days  
T.V. Production  
Cheerleading

Classification IX - Nine Days  
Debate  
Drill

Classification X - Ten Days  
Band  
Choral  
Drama

## **JUNIOR HIGH ATHLETIC AND NON-ATHLETIC**

Activity pay to be distributed by Principal each year according to school needs.

**SIGNATURES OF AGREEMENT**

The signatory parties, herewith, representing the District and Association, acknowledge and concur to the terms of the Memorandum of Agreement including mutually recognized changes.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**MURRAY EDUCATION ASSOCIATION:**

By: \_\_\_\_\_  
Karen Smith  
President

**BOARD OF EDUCATION OF MURRAY CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Mitzie Huff  
President

## GUIDELINES & REFERENCES

*Items in this section are informational and **not negotiable**.*

### I. Administrative Guidelines for Teacher Notification

Prior to initiating any type of job action as provided for in the Murray School District Corrective Discipline Procedures, the principal/supervisor will conduct a preliminary investigation to determine if the complaint or allegation can be substantiated and/or merits further action. The following steps are recommended:

1. As soon as possible, speak directly with the employee named in the complaint or allegation in order to:
  - a. Explain to the employee the complaint or allegation.
  - b. Ask the employee to verify or correct the complaint or allegation.
  - c. Ask the employee for the name(s) of potential witnesses to confirm or clarify your understanding of the complaint or allegation.
2. Interview all available witnesses individually. You can conduct the interview person-to-person or ask each witness to write his/her version of what occurred.
  - a. It is important to question witnesses as soon as possible.
  - b. It is also sometimes necessary to ensure that witnesses do not have an opportunity to speak with each other to ensure that you get a valid and reliable report from each witness.
3. If necessary, bring all parties together to explain your findings given all of the information that you have collected. At that time, steps to resolve the issue may be solicited from the parties or you may impose a resolution according to school and/or district policies.

### II. Murray School District Leadership Coordinating Meetings

The purpose of these meetings is to increase communication between the Teachers and the district by discussing items that pertain to the “big picture” of this district. These meetings will be held quarterly at the District Office.

#### 1. Participants

The participants will include the MEA President, Vice-President, two Executive board members, the Superintendent, and members of the district administration.

#### 2. Items for Discussion

The meetings will focus on the overall goals and direction of the district. Items such as curriculum, technology, growth, building projects, city issues, district challenges, legislative issues, and future planning will be presented and discussed.

#### 3. Purpose

The purpose of these meetings is to share information. Input from other groups and committees will be solicited at meetings held prior to these meetings. Decisions are not made at these meetings.