



**Canyons Education Association  
Canyons School District  
2017-18**



**Canyons Education Association's Negotiations Team**

Mark Besendorfer	Teacher - Willow Springs Elementary
Erika Bradshaw	Teacher - Mt. Jordan Middle
Mallory Record	Teacher - Jordan High School
Dan Rozanas	Teacher - Alta High School
Jennifer Boehme	Jordan UniServ Director

**Canyons School District Board of Education's Negotiations Team**

Dr. James Briscoe	Superintendent
Stephen Dimond	Human Resources Director
Charles Evans	Director External Affairs
Daniel Harper	Director of Legal Services
Leon Wilcox	Business Administrator

**Canyons School District Board of Education**

Sherril H. Taylor	President - District 6
Nancy Tingey	1st Vice President - District 3
Amber Shill	2nd Vice President - District 2
Clareen Arnold	District 4
Mont Millerberg	District 1
Chad Iverson	District 7
Steven Wrigley	District 5

**Proposed Ground Rules  
2017-18**


In keeping with its belief that established ground rules assist the cooperative and productive progress of negotiations, CEA proposes the following:

1. The parties will schedule bargaining sessions on a regular basis as long as productive negotiations are continuing.
2. The District will pay the cost of substitute teachers during negotiations.
3. During the first meeting, arrangements for locations of future sessions will mutually be agreed upon by the Canyons Education Association and Canyons School District.
4. When the District and CEA reach consensus on issues, they shall be written and signed by both parties as tentative agreements.

And an MOU  
to set a date  
to enable BOE to  
communicate salary  
schedule by April 25  
2017

5. All agreements, if any, reached during negotiations shall be considered tentative until final agreement has been reached on the entire package. Tentative agreements will be signed and dated.
6. The complete negotiations package must be ratified by the CEA membership and **formally approved by** the Board of Education in order to be considered a final agreement. The provisions of such agreements shall not be released until they have been so ratified, at which time a joint press release will be prepared. **It is the intent of the Board to provide joint press releases during the negotiations process; however, proposals or tentative agreements the district needs to share publicly for recruiting purposes only will state press release (or similar announcement) is provided in agreement with Canyons Education Association and the Board of Education.**
7. **[All press releases during negotiations will be joint releases unless impasse is declared by either party]** CEA and the Board of Education will regularly communicate with their membership regarding the negotiations process.
  
9. All efforts will be made to bargain in good faith. However, if impasse is declared, **joint press releases are no longer required and** the procedures outlined in Canyons District Policy HC and the Utah Dispute Resolution Act shall be followed.
10. Minutes will be taken by either or both parties. However, minutes are working notes for the teams' purposes only and not an official record of negotiations sessions.
11. Negotiated agreements will be posted online within ten (10) working days of the ratification of the Board of Education.

  
\_\_\_\_\_  
For Canyons School District

  
\_\_\_\_\_  
For Canyons Education Association

4/12/17  
\_\_\_\_\_  
Date





**Negotiations  
Contract Year 2017-18**

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**Proposal**

The Canyons School District Administration and Canyons Education Association propose moving to a single lane salary schedule with increment levels being given for education and experience. A Licensed Salary Schedule Conversion Placement Table will be jointly developed to identify how current educators will be transitioned from the current salary schedule to the new salary schedule.

Work Group

- Those on the negotiations salary schedule work group will meet during the year as necessary to address problems that arise.

Current Employee Placement on New Salary Schedule

- Determine through negotiations an appeals process for potential incorrect placement on the new salary schedule, accounting for lane changes due to summer classes or graduations, and provide for back pay. - September 15, 2017
- Movement on current salary schedule, steps and lanes plus a minimum of 4%, before being moved to the new salary schedule.
- Increment Level changes will be \$900.
- \$4,200 Doctorate stipend is included on old salary schedule before placement on new salary schedule.
- ~~Employees on Steps 1–4 and Lanes C and D in 2016-17, with no break of service, will receive two additional Increment Levels in 2022-23.~~
- ~~Employees on Steps 1–4 and Lanes E and G in 2016-17, with no break of service, will receive three additional Increment Levels in 2022-23. [Revised 5/5/2017]~~
- See new salary schedule and conversion table for complete information.

Bonus

- Educators on Step 12 or above in the 2016-17 school year, and employed as of October 31, 2017, will receive a \$600 bonus on the November 15, 2017 paycheck through direct deposit.
- The district is not responsible for tax withholding implications regarding this payment.

**Rationale**

The Canyons District Proposal to recruit and retain the best educators by increasing starting salaries to \$40,500 and to move to a single lane salary schedule with guaranteed step increases is great for new teachers and those early in their careers. Educators who have years of experience are valuable assets the district must retain. In order to retain our outstanding current employees, a sufficient increase in compensation must be provided.

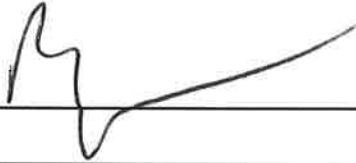
**Tentative Agreement Between  
Canyons School District &  
Canyons Education Association**

Date:

For Canyons School District:

  
\_\_\_\_\_

For Canyons Education Association

  
\_\_\_\_\_



August 18, 2017 - June 7, 2018

188 Days - Full Time 8 Hours Per Day

**Salary Placement**

To determine an educator's initial salary placement:

- ♦ Identify the educator's "Education Enhancement" Increment Level
- ♦ Add previous contracted licensed work experience from an accredited school system, up to fifteen years, each year equating to an Increment Level
  - Two half years, with at least one of the years being a minimum of 92 days, will be added together to equal one year/Increment Level
  - Educator's experience in Canyons District receives full credit
  - Educators who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience

**Education Enhancement**

To determine the educator's "Education Enhancement" Increment Level:

- ♦ Identify the educator's degree attainment from an accredited university
 

Bachelor's Degree	n/a
Bachelor's Degree + 20 semester hours	+1 Increment Level
Bachelor's Degree + 40 semester hours	+1 Increment Level
Bachelor's Degree + 60 semester hours	+1 Increment Level
Master's Degree (Total of 6 Increment Levels)	+3 Increment Levels
Master's Degree + 20 semester hours	+1 Increment Level
Master's Degree + 40 semester hours	+1 Increment Level
Master's Degree + 60 semester hours	+1 Increment Level
Doctorate Degree (Total of 12 Increment Levels)	+3 Increment Levels

*Example: A newly hired educator with a Master's Degree +20 semester hours and four years of experience would be placed on Increment Level eleven (11), contingent upon verification of education and experience.*

**Salary Schedule Information**

- ♦ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20. The dollar difference between Increment Levels will remain \$900
- ♦ A minimum of a Bachelor's Degree +20 semester hours is required for educators to advance beyond Increment Level 20
- ♦ An Educator Salary Adjustment (ESA) of \$4,200 is included as part of the Base Contract and is dependent upon continued legislative funding
- ♦ The Base Contract is prorated based upon the number of days remaining in the contract
- ♦ Educators with current National Board Certification will be paid a stipend of \$1,000 in addition to their Base Contract

Increment Levels	Base Contract
1	\$40,500
2	\$41,400
3	\$42,300
4	\$43,200
5	\$44,100
6	\$45,000
7	\$45,900
8	\$46,800
9	\$47,700
10	\$48,600
11	\$49,500
12	\$50,400
13	\$51,300
14	\$52,200
15	\$53,100
16	\$54,000
17	\$54,900
18	\$55,800
19	\$56,700
20	\$57,600
21	\$58,500
22	\$59,400
23	\$60,300
24	\$61,200
25	\$62,100
26	\$63,000
27	\$63,900
28	\$64,800
29	\$65,700
30	\$66,600
31	\$67,500
32	\$68,400
33	\$69,300
34	\$70,200
35	\$71,100
36	\$72,000
37	\$72,900
38	\$73,800
39	\$74,700
40	\$75,600



# Licensed Salary Schedule

## Conversion Placement Table - REVISED



To determine the educator's Increment Level placement for 2017-18, locate the educator's Current Step (Green Column), add one Step, and Current Lane (Blue Row) identifying the intersecting cell.

*Example: If the educator is currently on Step 8 Lane E, add one Step to equal Step 9, slide across the table to Lane E. The educator's Increment Level placement would be Increment Level 18.*

Current Step	Current Lane							
	Lane A Bachelor's	Lane B Bachelor's +20	Lane C Bachelor's +30	Lane D Bachelor's +40	Lane D Bachelor's +60	Lane E Master's	Lane G Master's +30	Lane G Doctorate
1	1	1	1 * <del>4</del>	1 * <del>4</del>	1 * <del>4</del>	6 <del>^</del> 6	8 <del>^</del> 8	12 <del>^</del> 12
2	1	1	2 * <del>4</del>	2 * <del>4</del>	2 * <del>4</del>	7 <del>^</del> 6	9 <del>^</del> 8	13 <del>^</del> 12
3	1	1	3 * <del>4</del>	3 * <del>4</del>	3 * <del>4</del>	8 <del>^</del> 6	10 <del>^</del> 8	14 <del>^</del> 12
4	1	2	5 * <del>3</del>	5 * <del>3</del>	5 * <del>3</del>	9 <del>^</del> 6	11 <del>^</del> 8	15 <del>^</del> 12
5	3	4	7 * <del>5</del>	7 * <del>5</del>	7 * <del>5</del>	10 <del>^</del> 7	12 <del>^</del> 9	16 <del>^</del> 14
6	5	6	8	8	9	11	14	18
7	7	8	10	10	11	14	16	20
8	10	10	12	13	14	16	18	22
9	11	14	14	15	16	18	21	25
10	11	14	17	17	18	19	22	27
11	11	14	17	20	20	21	24	29
12	11	14	17	20	21	25	28	33
13	11	14	17	20	21	25	28	33
14	11	14	17	20	21	25	28	33
15	13	16	20	23	24	28	31	36
16	13	16	20	23	24	28	31	36
17	13	16	20	23	24	28	31	36
18	13	16	20	23	24	28	31	36
19	13	16	20	23	24	28	31	36
20	14	17	21	24	25	29	32	37
21	14	17	21	24	25	29	32	37
22	14	17	21	24	25	29	32	37
23	14	17	21	24	25	29	32	37
24	14	17	21	24	25	29	32	37
25	15	18	22	25	26	30	33	38
Increment Level								

1. Employees who would qualify for Step 13 and higher (Green Column) for 2017-18 will receive a one-time bonus of \$600 on the November 15, 2017 direct deposit.
2. \* ~~Employees on Steps 1–4 and Lanes C and D in 2016-17, with no break of service, will receive two additional Increment Levels in 2022-23.~~
3. ^ ~~Employees on Steps 1–4 and Lanes E and G in 2016-17, with no break of service, will receive three additional Increment Levels in 2022-23.~~
4. Employees may appeal new salary schedule placement until September 15, 2017 with changes being made retroactive to the start of the school year.
5. Employees who submit documentation for Education Enhancement from April 15, 2017 to September 15, 2017 will be placed on the 2016-17 Licensed Salary Schedule and then transitioned to the 2017-18 Licensed Salary Schedule using the Conversion Placement Table.



**Negotiations  
Contract Year 2017-18**

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**Proposal**

CEA agrees with the recommendations of the CSD Insurance Committee for a 11.33% increase in premiums for the 2018 calendar year. The total premium increase will be shared 16.3%/83.7% between employees and employer. Deductibles, out-of-pocket maximums, and copays will also increase as per the committee recommendations.

**Rationale**

CEA and CSD jointly are aware of the budget shortfalls in our self-insurance fund. We are both concerned about maintaining a strong health insurance plan while also meeting our fiscal responsibilities. Given budget shortfalls, and the failure of other attempts to lower costs (e.g., plan design changes, carrier changes, etc.), this increase is warranted.


**Tentative Agreement Between  
Canyons School District &  
Canyons Education Association**

Date:

For Canyons School District:

  
\_\_\_\_\_

For Canyons Education Association:

  
\_\_\_\_\_



## Summary of Proposed Premium Change

	<b>2017 Revenue</b>	<b>2018 Revenue</b>	<b>\$ Increase</b>	<b>% Increase</b>
<b>Employee Premiums</b>	\$ 6,617,361	\$ 7,079,199	\$ 461,838	6.98%
<b>Employer Premiums</b>	18,328,487	20,691,932	2,363,445	12.89%
<b>TOTAL REVENUE</b>	24,945,848	27,771,131	2,825,283	11.33%
% Contributed by Employees	36.1%	34.2%	16.3%	
% Contributed by District	73.5%	74.5%	83.7%	

Based on 2017 open enrollment file.

## Summary of Proposed Decrement Changes

	<b>2017 Current Year</b>	<b>2018 Proposed</b>	<b>Savings</b>
<b>Deductible</b>	\$750/\$2250	\$850/\$2550	\$102,335.00
<b>Out of pocket</b>	\$3000/\$6000	\$3500/\$7000	\$81,119.00
<b>Office Visit Copay</b>	\$20/\$35	\$30/\$50	\$159,742.00
<b>Pharmacy</b>	\$0	\$100/\$300	\$86,260.00
		<b>Total</b>	<b>\$429,456.00</b>

**2018 PROPOSED CERTIFIED & ADMINISTRATIVE RATES**

2018 Proposed Certified/Administrative Traditional Plans									
	Emp Inc		District Inc		Total	%	%		
	Employee	%	District	%	Total	Increase	Employee	% District	Total
Employee	\$ 185.91	8.0%	\$ 454.53	13.0%	\$ 640.44	11.5%	29.0%	71.0%	100.0%
Employee + One	299.18	8.0%	731.54	13.0%	1,030.72	11.5%	29.0%	71.0%	100.0%
Family	508.05	8.0%	1,242.21	13.0%	1,750.26	11.5%	29.0%	71.0%	100.0%
2017 RATES									
Employee	172.14		402.24		574.38		30.0%	70.0%	100.0%
Employee + One	277.02		647.38		924.40		30.0%	70.0%	100.0%
Family	470.42		1,099.30		1,569.72		30.0%	70.0%	100.0%

Share of Total Rate Inc	
Employee	District
20.8%	79.2%
20.8%	79.2%
20.8%	79.2%

2018 Proposed Certified/Administrative Traditional Buyup									
	Emp Inc		District Inc		Total	%	%		
	Employee	%	District	%	Total	Increase	Employee	% District	Total
Employee	\$ 249.93	8.9%	\$ 454.53	13.0%	\$ 704.46	11.5%	35.5%	64.5%	100.0%
Employee + One	402.24	8.9%	731.54	13.0%	1,133.78	11.5%	35.5%	64.5%	100.0%
Family	683.04	8.9%	1,242.21	13.0%	1,925.25	11.5%	35.5%	64.5%	100.0%
2017 RATES									
Employee	229.56		402.24		631.80		36.3%	63.7%	100.0%
Employee + One	369.46		647.38		1,016.84		36.3%	63.7%	100.0%
Family	627.38		1,099.30		1,726.68		36.3%	63.7%	100.0%

Share of Total Rate Inc	
Employee	District
28.0%	72.0%
28.0%	72.0%
28.0%	72.0%

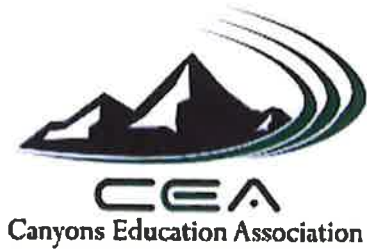
2018 Proposed Certified/Administrative High Deductible									
	Emp Inc		District Inc		Total	%	%		
	Employee	%	District	%	Total	Increase	Employee	% District	Total
Employee	\$ 90.63	4.0%	\$ 427.87	13.2%	\$ 518.50	11.5%	17.5%	82.5%	100.0%
Employee + One	145.83	4.0%	688.64	13.2%	834.47	11.5%	17.5%	82.5%	100.0%
Family	247.62	4.0%	1,169.37	13.2%	1,416.99	11.5%	17.5%	82.5%	100.0%
2017 RATES									
Employee	87.14		377.88		465.02		18.7%	81.3%	100.0%
Employee + One	140.22		608.18		748.40		18.7%	81.3%	100.0%
Family	238.10		1,032.74		1,270.84		18.7%	81.3%	100.0%

Share of Total Rate Inc	
Employee	District
6.5%	93.5%
6.5%	93.5%
6.5%	93.5%

2018 Proposed Certified/Administrative High Deductible Buyup									
	Emp Inc		District Inc		Total	%	%		
	Employee	%	District	%	Total	Increase	Employee	% District	Total
Employee	\$ 142.47	6.6%	\$ 427.87	13.2%	\$ 570.34	11.5%	25.0%	75.0%	100.0%
Employee + One	229.27	6.6%	688.64	13.2%	917.91	11.5%	25.0%	75.0%	100.0%
Family	369.31	6.6%	1,169.37	13.2%	1,538.68	11.5%	25.0%	75.0%	100.0%
2017 RATES									
Employee	\$ 133.64		377.88		511.52		26.1%	73.9%	100.0%
Employee + One	215.06		608.18		823.24		26.1%	73.9%	100.0%
Family	365.18		1,032.74		1,397.92		26.1%	73.9%	100.0%

Share of Total Rate Inc	
Employee	District
15.0%	85.0%
15.0%	85.0%
15.0%	85.0%





**Negotiations  
Contract Year 2017-18**

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**Proposal**

CEA proposes that Canyons District Policy HCB-Scope of Negotiations-Policies (Licensed) remain in effect for the 2017-18 school year.


**Rationale**

The current language on these policies continues to be effective.

**Tentative Agreement Between  
Canyons School District &  
Canyons Education Association**

**Date:**

**For Canyons School District:**

  
\_\_\_\_\_

**For Canyons Education Association:**

  
\_\_\_\_\_



**Negotiations  
Contract Year 2017-18**

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**Counter Proposal**

CEA proposes changes to Canyons District policy GCB - Salary Guidelines NEG to match changes being proposed to the salary schedule.

**Rationale**

Policy for salary increment level placement must align with the new salary schedule.

**Tentative Agreement Between  
Canyons School District &  
Canyons Education Association**

Date:

For Canyons School District:

A handwritten signature in black ink, appearing to read "James B. ...", is written over a horizontal line.

For Canyons Education Association

A handwritten signature in black ink is written over a horizontal line.



**SECTION G: POLICY—GCB—Salary Guidelines**

	<b>DISTRICT CODE:</b> GCB	<b>ADOPTED:</b> 5.10.2016
	<b>RESCINDS:</b> GCB	<b>ADOPTED:</b> 6.10.06

**BOARD POLICY**

1. It is the policy of the Board to meet with the Administration, officers of each departmental organization, and their appointed representatives in salary negotiations to establish salary schedules.  
 It is also the policy of the Board to pay wages and salaries that shall enable the District to secure and retain qualified personnel.
2. The Board delegates to the District Administration the responsibility for implementing the salary policy.

	<b>DISTRICT CODE:</b> GCB	<b>APPROVED:</b> 5.10.2016
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**ADMINISTRATIVE REGULATION:**

1. Date of Payments  
 Two salary payments shall be made each month, one on the 15th and the other on the last day of the month. If the 15th or the last day of the month falls on a weekend or on a holiday, payday will be the preceding financial banking day of the month. All approved deductions, other than those legally required, shall be made only upon the written request of the employee.
2. Salary Rates  
 District personnel shall be compensated at rates agreed upon through negotiations and published in the salary schedules for each licensed group of employees. The actual employee's salary shall be a factor of his/her percent of contract and placement on the salary schedule.
3. Basic Salary Schedule  
 A basic salary schedule shall be established for licensed personnel. The schedule shall be based upon consideration of contract teaching experience in an accredited school and upon continued training.
4. Differential Allowance  
 Differential allowance may be paid to teachers with special assignments.

5. Placement on Salary-Step Scale **Salary Placement**  
 5.1. To determine an educator's initial salary placement:



# CANYONS School District

*"Celebrating the Highest Standards of Educational Excellence"*

## CANYONS SCHOOL DISTRICT POLICY MANUAL

- 5.1.1. Identify the educator's "Education Enhancement" Increment Level
- 5.1.2. Add previous contracted licensed work experience from an accredited school system, up to fifteen years, each year equating to an Increment Level
  - 5.1.2.1. Two half years, with at least one of the years being a minimum of 92 days, will be added together to equal one year/Increment Level
  - 5.1.2.2. Educator's experience in Canyons District receives full credit
  - 5.1.2.3. Educators who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience

### 6. Education Enhancement

#### 6.1. To determine the educator's "Education Enhancement" Increment Level:

<u>6.1.1. Identify the educator's degree attainment from an accredited university:</u>	
<u>Bachelor's Degree</u>	<u>n/a</u>
<u>Bachelor's Degree + 20 semester hours</u>	<u>+1 Increment Level</u>
<u>Bachelor's Degree + 40 semester hours</u>	<u>+1 Increment Level</u>
<u>Bachelor's Degree + 60 semester hours</u>	<u>+1 Increment Level</u>
<u>Master's Degree (Total of 6 Increment Levels)</u>	<u>+3 Increment Levels</u>
<u>Master's Degree + 20 semester hours</u>	<u>+1 Increment Level</u>
<u>Master's Degree + 40 semester hours</u>	<u>+1 Increment Level</u>
<u>Master's Degree + 60 semester hours</u>	<u>+1 Increment Level</u>
<u>Doctorate Degree (Total of 12 Increment Levels)</u>	<u>+3 Increment Levels</u>

Example: A newly hired educator with a Master's Degree +20 semester hours and four years of experience would be placed on Increment Level eleven (11), contingent upon verification of education and experience.

Salary schedule placement shall be determined by the number of full or part-time years of teaching experience. In cases of interrupted or part-time service, the following guidelines shall apply:

- 4.1. Effective July 1, 1996, an employee who is employed at least half-time and who actually works in any one school year a number of days equal to or greater than one-half the number of work days specified for similar contracts shall be given one-year experience credit. Employees working less than one-half the number of work days will receive no experience credit.

### 5. Equated Teaching Experience

- 5.1.1. Teaching experience in other school Districts shall be evaluated by Human Resources. Full-time teaching experience outside the District shall equate to full-time years of service credit; half-time teaching experience outside the District shall equate to one-half year of service credit. The District shall grant credit for outside teaching experience as follows:

<u>_____ Teaching Experience _____</u>	<u>_____ Equivalent Year _____</u>
<u>_____ Outside the District _____</u>	<u>_____ Teaching Experience _____</u>



# CANYONS

School District

*"Celebrating the Highest Standards of Educational Excellence"*

## CANYONS SCHOOL DISTRICT POLICY MANUAL

<del>1 to 5 years</del>	<del>Full Credit</del>
<del>6 or more years</del>	<del>1 equivalent for each 2 years of</del>
	<del>outside experience</del>

~~6. A maximum of 10 years total equated credit shall be allowed except in areas of critical need when the Director of Human Resources is authorized to determine credit allowances.~~

7. The Director of Human Resources and Business Administrator are allowed to make exceptions for difficult to fill positions.

~~8. Rehiring Retirees~~

~~Licensed employees who have retired and are then rehired will be placed up to Step 9 of the appropriate lane and salary schedule.~~

### 9.8. Military Experience

No ~~salary step credit~~Increment Level shall be granted to any employee for military experience except for previous employees who have left the District to enter the military service. These employees shall be granted benefits required under the reemployment rights provision of Chapter 43 of Title 38, U.S. Code.

### 10.9. Submission of Evidence

~~10.1.9.1.~~ It shall be the responsibility of the employees to submit to the Human Resources Department documented evidence which they wish to have considered in determining their initial placement on the salary schedule.

~~10.2.9.2.~~ For new employees to the District, only graduate hours beyond the original certificate and B.S. degree will count toward salary ~~lane~~ placement except under the following circumstances. For new hires, undergraduate hours taken after the original certificate and B.S. degree may be considered for salary ~~lane~~ placement if the new hires' hours are recommended to the Local Professional Improvement Committee (LPIC) by one or more District administrators as meeting an identified District need. The recommendation, along with supporting evidence, must be submitted in writing to the LPIC no later than the first five days of the new hire's start date, so the LPIC will have sufficient time to approve or deny the request.

~~10.3.9.3. Credit for salary lane changes~~Education Enhancement Increment Level(s) for current employees will be granted only for resident (on campus) college credit, USOE approved credit, District approved credit and LPIC approved in-service credit. These hours will be granted in accordance with Policy GCIG—Local Professional Improvement Committee.

~~10.4.9.4. Salary lane~~Education Enhancement Increment Level(s) changes shall be awarded when the Human Resources Department receives proof of eligibility in the form of an official transcript. Proof of eligibility must be submitted prior to the 15th of the month to be effective on the 1st of the following month. Proof of eligibility received after April 15th will be reflected on the next school years contract.





11.10. Compensation for Substitute Teachers

A salary schedule for substitute teachers shall be established.

**REFERENCES**

None

**FORMS**

None

*CANYONS BOARD OF EDUCATION*

This online presentation is an electronic representation of the Canyons School District's currently adopted policy manual. It does not reflect updating activities in progress. The official, authoritative manual is available for inspection in the office of the Superintendent located at 9361 South 300 East Sandy, UT 84070.



**Negotiations  
Contract Year 2017-18**

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### **Counter Proposal**

CEA proposes that Canyons School District policy GCJA - Provisional Status of Instructional Staff (Licensed) NEG be changed to allow the provisional status of experienced transfer teachers be shortened if they meet the following criteria.

- Successfully taught for at least three consecutive years in an accredited school/district
- Completed at least one year of provisional service with Canyons District
- Successfully met the criteria outlined in GCOA-Evaluation of Instructional Staff (Licensed)
- Been recommended by the administrator for the Provisional Status Exception
- Received approval by the Director of Human Resources

Experienced transfer teachers are teachers who have transferred to Canyons District from another district in Utah or from out of state and who have a Level 2 License or a minimum of three years successful teaching experience. See attached policy changes redline and clean.

### **Rationale**

Canyons District is the only district that requires experienced transfer teachers to be provisional for three years instead of one year. Experienced teachers who have proven experience in another accredited school or district and are Effective or Highly Effective on CTESS should have the opportunity to move off provisional status earlier than the required three years.

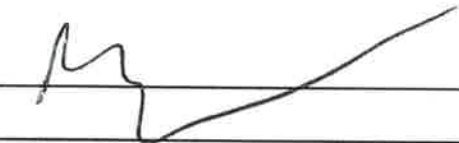
**Tentative Agreement Between  
Canyons School District &  
Canyons Education Association**

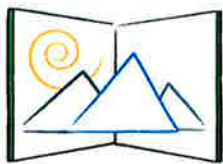
Date:

For Canyons School District:

  
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For Canyons Education Association

  
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**SECTION G: POLICY—GCJA— PROVISIONAL STATUS OF INSTRUCTIONAL STAFF  
(LICENSED)**

	<b>DISTRICT CODE:</b> GCJA	<b>ADOPTED:</b> 9.16.14 (NEG)
	<b>RESCINDS:</b> DP313	<b>ADOPTED:</b> 7.10.07

**BOARD POLICY**

1. The Board of Education recognizes the need to establish a policy for provisional instructional staff (licensed) employees. It is the policy of the Board that all licensed employees have three (3) years of provisional employment. Provisional licensed employees may be given career status upon recommendation of the Superintendent when all of the provisional status requirements outlined below are met.
2. The Board authorizes the Superintendent and District Administration to develop administrative regulations consistent with this policy.

	<b>DISTRICT CODE:</b> GCJA-R	<b>APPROVED:</b> 9.16.14
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**ADMINISTRATIVE REGULATION—GCJA—R:**

1. Provisional Status
  - 1.1. Licensed employees entering or returning to the system shall be placed on first year provisional status for a provisional period of three (3) years.
  - 1.2. Provisional licensed employees may be recommended for career status after they have:
    - 1.2.1. completed the required year(s) of provisional service, and
    - 1.2.2. successfully met the criteria outlined in GCOA-Evaluation of Instructional Staff (Licensed) for each contract year of provisional status.
  - 1.3. Provisional Status Exception: Provisional licensed employees who have successfully taught a minimum of three consecutive years in an accredited school/district, may be recommended for career status after they have:
    - 1.3.1. Completed a minimum of one (1) year of provisional service;
    - 1.3.2. Successfully met the criteria outlined in GCOA-Evaluation of Instructional Staff (Licensed);
    - 1.3.3. Been recommended by the employee's supervisor for provisional status exception; and
    - 1.3.4. Received approval by the Director of Human Resources.
  - 1.3.1.4. An employee's provisional status may be extended an additional two (2) consecutive years at the recommendation of the employee's supervisor and



approval from the Director of Human Resources. Circumstances under which a licensed employee's provisional status may be extended include, but not limited to:

- 1.3.1.1.4.1. less-than-perfect score on a performance evaluation; or
- 1.3.2.1.4.2. receipt of complaint(s) or expression(s) of concern from a parent, District employee, student, or member of the community that creates uncertainty about the employee's professionalism, performance, or character;
- 1.3.3.1.4.3. declining student enrollment in the district or in a particular program or class;
- 1.3.4.1.4.4. the discontinuance or substantial reduction of a particular service or program; or
- 1.3.5.1.4.5. budgetary concerns.

1.4.1.5. Provisional employees are not entitled to employment beyond the end of the term of the present contract.

~~1.5.~~ A District employee who accepts another position that is substantially different from the position in which career status was achieved (e.g., a licensed educator who accepts a position as an administrator) is returned to provisional status in the new position. ~~The employee may be transferred or reassigned by the District to a position similar to his/her original assignment should job performance concerns arise within the provisional period of the substantially different assignment, three (3) years.~~

1.6.

2. Provisional Service

- 2.1. Full or half-time provisional employees who work fifty (50) percent or more of the required contract days in a year shall receive one (1) year of provisional service credit.
- 2.2. The required years of provisional employment must be served consecutively, with the following exception:
  - 2.2.1. Employees taking approved leave, prior to obtaining career status, will receive credit for the provisional time served provided the employee returns to work at the conclusion of the leave.

**EXHIBITS**

None

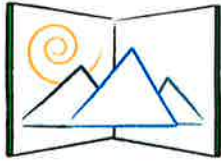
**REFERENCES**

None

**FORMS**

None

*CANYONS BOARD OF EDUCATION*

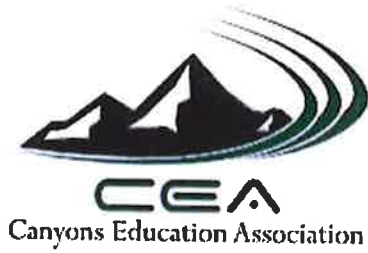


# CANYONS School District

*"Celebrating the Highest  
Standards of Educational Excellence"*

## CANYONS SCHOOL DISTRICT POLICY MANUAL

This online presentation is an electronic representation of the Canyons School District's currently adopted policy manual. It does not reflect updating activities in progress. The official, authoritative manual is available for inspection in the office of the Superintendent located at [91509361](#) South ~~500 West~~ [300 East](#) Sandy, UT 84070.



**Negotiations  
Contract Year 2017-18**

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**Proposal**

CEA proposes that one personal day be converted back to a sick day so employees will not run into issues of being unable to use the day if they meet the maximum 5 days personal leave.

**Rationale**

We prefer that employees be given more flexibility in how to use their leave; however, if personal leave maximums cannot be increased, it does not make sense to put more days where employees cannot use them. In the 2015-2016 negotiations a sick day was converted to a personal day to allow educators more flexibility with their personal days.

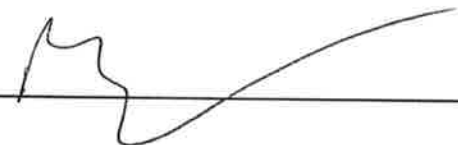
**Tentative Agreement Between  
Canyons School District &  
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Date:

For Canyons School District:

  
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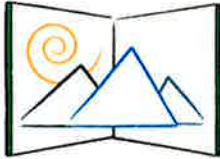
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<b>POLICY—EMPLOYEE LEAVE—LICENSED</b>		
	<b>POLICY NUMBER:</b> CODE—TBD	<b>ADOPTED:</b> 5.10.2016 (NEG)
	RESCINDS:	ADOPTED:
<b><u>BOARD POLICY</u></b>		
<ol style="list-style-type: none"> <li>1. It is the policy of the Board of Education to authorize the following leave benefits for licensed employees: <ol style="list-style-type: none"> <li>1.1. alternative leave;</li> <li>1.2. bereavement leave;</li> <li>1.3. educational leave;</li> <li>1.4. personal leave paid;</li> <li>1.5. personal leave non-paid;</li> <li>1.6. sick leave; and</li> <li>1.7. employee-funded sick bank.</li> </ol> </li> <li>2. The Board authorizes the Superintendent and District Administration to establish administrative regulations consistent with this policy.</li> </ol>		
	<b>ADMIN REG:</b> CODE—TBD	<b>APPROVED:</b> 5.10.2016
<b><u>ADMINISTRATIVE REGULATION—1: (Alternative Leave)</u></b>		
Eligible licensed employees shall receive an alternative leave day each year.		
Alternative leave shall be administered according to the following regulations:		
<ol style="list-style-type: none"> <li>1. Each eligible licensed employee shall be allowed one (1) day of alternative leave per year.</li> <li>2. Employees taking alternative leave shall be required to pay the cost of a long-term substitute.</li> <li>3. Alternative leave is non-accumulative.</li> <li>4. Employees shall give at least one day's notice of the intent to take alternative leave.</li> <li>5. Alternative leave may not be used during parent/teacher conferences, on a contract day prior to the first day of school, or during the first five (5) or last five (5) days of the school year.</li> <li>6. Alternative leave may not be used the day before or after a personal leave day is taken.</li> </ol>		





ADMIN REG:  
CODE—TBD

APPROVED:  
5.10.2016

**ADMINISTRATIVE REGULATION—2: (Bereavement Leave)**

Employees who qualify for paid leave benefits receive released time with pay for bereavement in the case of the death of a family member.

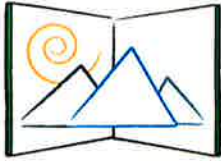
1. Employees qualified for paid leave benefits shall be granted, for funeral and related issues, up to eight (8) days absence without pay deduction in the event of the death of a spouse, parent/step-parent, or child and any other child who is being or was parented by the employee and resides or resided in the home for funeral and related issues.
2. Employees shall be granted up to three (3) consecutive days of absence without pay deduction in the event of the death of the employee's spouse's parent/step-parents or the employee's or spouse's grandchild, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, or other person residing in the employee's home.
3. A maximum of two (2) additional days may be granted if travel time is needed. Travel must be in excess of 350 miles (one way) to qualify for additional days. An immediate supervisor shall request travel verification information from an employee.
4. If the death of an employee's parent/step-parent results in the loss of the only remaining parent, up to three additional (3) days may be taken to deal with estate issues. The additional days must be taken within one (1) calendar year of the parent's death.
5. Bereavement Leave is provided only for the death of individuals listed under items 1. and 2. Employees who need to miss work because of the death of an individual not covered in this policy should refer to the other leave provisions of this policy.

ADMIN REG:  
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APPROVED:  
5.10.2016

**ADMINISTRATIVE REGULATION—3: (Educational Leave)**

1. Educational leave for full-time continued study may be granted to employees who have served for three (3) consecutive years and upon recommendation of the employee's professional development committee (i.e., the Licensed Local Professional Improvement Committee (LPIC); ESP Support Development Committee).
2. An application for educational leave shall be filed with the Human Resources Department for forwarding to the professional development committee by February 1 of the school year. A detailed outline of studies must be submitted with the application indicating a direct and identifiable benefit to the District. This outline must show the candidate will be engaged in a full-time academic or training program.
3. The professional development committee will obtain a written evaluation of the applicant from his/her immediate supervisor.



4. The employee's professional development committee shall screen applications and forward recommendations to the Department of Human Resources for approval.
5. Each request for education leave shall be reviewed as an individual matter. Educational leave is based on needs and circumstances of the District and not solely on the merits of an applicant. For this reason, individual requests for a educational leave may or may not create a precedent or standard for other requests. As a result, a grant or denial for a leave of absence is not cause for filing a formal or informal grievance.
6. There shall be no remuneration for this leave.
7. Educational leave shall be granted for the ensuing contract year and shall not extend beyond two contract years.
8. Employees on educational leave must submit a progress report to their professional development committee by February 15 of the year for which the leave is granted.
  - 8.1. The report is to include the date the employee intends to return to full-time status and/or a request for a one-year extension if needed. Following review by the professional development committee, the report will be forwarded to the Human Resources Department.
9. When an educational leave is successfully completed, a copy of the outline of studies and a transcript of credit or equivalent and a report will be submitted to the professional development committee for review.
10. An employee returning from approved educational leave shall be advanced on the salary schedule in the same manner as full-time employees.
11. The employee may arrange with the insurance carrier to continue his/her insurance program. The employee shall pay for the full premium.
12. The granting of educational leave shall not compel the employee to return to the District.
13. This leave is void if the employee does not complete the approved course of study as approved. It is the responsibility of the employee to submit evidence of successful completion of his/her approved program by June 30.
14. A candidate shall be guaranteed a comparable position in the District upon his/her return from an educational leave.

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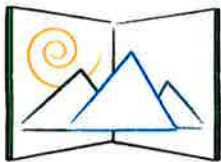
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**ADMINISTRATIVE REGULATION—4: (Personal Leave - Paid)**

Employees are encouraged to avoid absenteeism and to schedule vacations, trips, and other personal activities at times which do not interrupt work schedules.



1. Each eligible licensed employee of the district shall be given ~~four~~three (34) days per year personal leave at no cost to the employee. Employees hired after a contract year has started shall receive personal leave benefits on a prorated basis for the remainder of that year. Each employee may accumulate unused personal leave. An employee may not use more than five (5) accumulated personal leave days in any contract year.
2. Except in unusual circumstances, prior notification must be given to the immediate supervisor at least one (1) day in advance.
3. Personal leaves may be taken the day before or after a school holiday for the following specific reasons:
  - 3.1. Observance of religious holidays which fall on a regularly scheduled school calendar work day.
  - 3.2. Family weddings of near relatives including children, father, mother, brothers, sisters, grandchildren, grandparents, or the same to one's spouse or any other person who is a member of the same household as the employee.
  - 3.3. Graduations of near relatives as defined in "3.2" above.
  - 3.4. Required court appearances,
  - 3.5. Deaths not covered by Bereavement Policy.
  - 3.6. Conferences and conventions which relate to the individual employee's work assignment and are not covered by the Professional Leave Policy.
4. Personal leaves may be taken the day before or after a school holiday for other reasons under the following stipulations:
  - 4.1. Licensed employees who request a personal leave day on the day before or after a school holiday shall be required to pay the equivalent of a long-term substitute and apply for the leave at least five (5) working days in advance, except as follows:
    - 4.1.1. A limited number of full-pay personal leave days will be granted to licensed employees based on the following ratio, one personal day for each 100 employees.
    - 4.1.2. The request must be submitted to the Human Resources Department at least 35 calendar days but not more than 45 calendar days before the holiday.
    - 4.1.3. On the first working day after the application deadline, numbers will be randomly generated which will identify those employees authorized to take personal leave without being required to pay the cost of a long-term substitute teacher. Written notification will be sent to all applicants.
    - 4.1.4. Employees who have not submitted a request prior to the deadline will not be eligible to receive a full-day personal leave day.
    - 4.1.5. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.
    - 4.1.6. Licensed employees who do not qualify for the window but request a



personal leave day must notify their principal five (5) working days prior to the date. Employees shall be required to pay the cost of a long-term substitute.

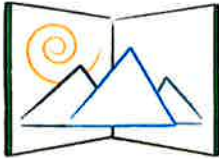
5. Personal leave shall not be taken during the first five (5) days and last five (5) days that students are in school or during contract days when students are not present at the school, except under the following conditions:
  - 5.1. To attend the wedding of a near relative including child, father, mother, brother, sister, grandchild, grandparent or the same to one's spouse or any other person who is a member of the same household as the employee.
  - 5.2. To attend to personal or business matters which require the employee's attendance and scheduling is beyond the employee's control.
6. Personal leave days may not be taken during the four (4) days prior to the first day of school, but may, through collaboration with the principal/director, arrange to exchange one of these days for another non-contract day.
7. Personal leave days may not be used during parent/teacher conferences.
8. Personal leave days may not be used on make-up days as the result of employee job action.

ADMIN REG:  
CODE—TBD

APPROVED:  
5.10.2016

**ADMINISTRATIVE REGULATION—5: (Personal Leave-Non-Paid)**

1. Employees shall be discouraged from requesting non-paid personal leave during the school year.
2. In the event that an employee has a serious or compelling need for non-paid personal leave, a request may be made in writing to their immediate supervisor and the Department of Human Resources. The request must clearly state the reason that non-paid personal leave is necessary. After due consideration, the request shall either be granted or denied. Notification will be provided to the employee in writing.
3. Non-paid personal leave granted under this policy shall be without pay.
4. Benefit eligible employees shall not be granted more than fifteen (15) days non-paid personal leave in any three-year period.
5. An employee whose request for non-paid personal leave is denied, or who knowingly fails to request non-paid personal leave, and who chooses to absent himself/herself from his/her assignment despite the denial shall be deemed to have abandoned their position and voluntarily resigned his/her employment with the District.
6. This leave does not negate the other official leave provisions of the Board.
7. Non-paid personal leave for benefit eligible job share and part-time employees shall be prorated according to the percentage of a full-time contract: e.g., a half-time teacher



would receive fifteen (15) half days.

ADMIN REG:  
CODE—TBD

APPROVED:  
5.10.2016

**ADMINISTRATIVE REGULATION—6: (Sick Leave)**

1. Sick leave is authorized for benefit eligible licensed personnel.

**Definitions:**

Immediate family is defined as spouse, daughter, son, father, mother, brother, sister, or other person residing in the licensed employee's home on a permanent basis. Special circumstances may be appealed to the Sick Leave Review Committee for consideration of immediate family status.

The sick leave policy shall be administered according to the approved sick leave regulations.

1. Until June 30, 2007, licensed employees with a continuous service date prior to July 1, 1977, shall be allowed unlimited sick leave not to exceed 180 days per contract year for 9-month licensed employees, 220 days for 11-month licensed employees, and 240 days for 12-month licensed employees.
2. Licensed employees with a continuous service date on or after July 1, 1977, shall be allowed sick leave in accordance with the following schedule: **(See, EXHIBIT-1).**
3. **Calculating Sick Leave Allowances**
  - 3.1. Licensed employees hired after a contract year has started shall receive sick leave benefits on a prorated basis for the remainder of that year. (For example, an employee who is on contract for 50 percent of the contract year would be eligible to receive 50 percent or 5 days of the 10-day annual sick leave allowance.)
  - 3.2. When calculating sick leave allowances in subsequent years, licensed employees shall be awarded a full year of service for the first partial year of employment if their hire date is prior to January 1. If their hire date is after January 1, no service shall be awarded for the first partial year of employment.
4. **Sick Leave Benefits During Approved Absences**
  - 4.1. Interruptions of work for sabbatical leave, educational leave, or other authorized leaves shall not be considered a break in continuous service. Should a licensed employee be granted a leave for any reason, he/she will keep his/her number of cumulative sick leave days to be used upon return, but shall not be considered



for sick leave during the time of leave.

- 4.2. Licensed employees returning from authorized leaves shall receive sick leave benefits according to the policy in force at the time the leave began except when the policy is changed as a result of negotiations.

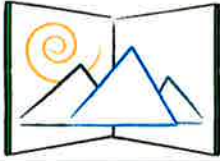
**5. Use of Sick Leave for Critical Family Care**

A maximum of twelve (12) days of sick leave may be used each year to care for a critically ill member of the immediate family or critically ill person residing on a permanent basis in the employee's home.

- 5.1. Use of sick leave for critical family illness must be authorized by the Sick Leave Review Board. The licensed employee must submit his/her request in writing to the Sick Leave Review Board using the form available in the Human Resources Department.
- 5.2. Licensed employees may not apply for critical family illness benefits until two (2) personal leave days, all vacation leave (if applicable), and all family leave benefits are used. Licensed employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) accumulated personal leave days in any contract year as set forth in this policy.
- 5.3. In cases of extended critical illness, licensed employees may apply for additional days beyond the twelve (12) day allowance.
  - 5.3.1. If circumstances warrant it, the Sick Leave Review Board may authorize additional days equal to the number of unused family days available at the beginning of the critical illness. (A maximum of 3.)
  - 5.3.2. Licensed employees who have exhausted two personal leave days, and family leave benefits, but who must continue to deal with a critical family care (as defined in item 5 above) may apply to the Sick Leave Review Board for additional days. One additional day may be granted for each year of service in the District up to a maximum of fifteen (15) days. If additional days are granted, only the cost of a long-term substitute shall be deducted from the licensed employee's pay.
  - 5.3.3. For those licensed employees hired prior to July 1, 1977, the Sick Leave Review Board may allow the use of sick leave days for a critical family care (as defined in item 5 above). One additional day may be granted for each year of service in the District up to a maximum of 12 days. If additional days are granted, only the cost of a long-term substitute will be deducted from the licensed employee's pay. This will remain in effect until June 30, 2007.

**6. Converting Sick Leave for Adoption.**

- 6.1. A licensed employee who adopts a child must apply to convert up to 15 accrued sick leave days for adoption leave by submitting his/her request in writing to the Sick Leave Review Board using the form available in the Human Resources



Department. Licensed employees may use up to a maximum of fifteen (15) days of converted sick leave for adoption at the time of actual custody of the child.

- 6.2. Licensed employees, who have exhausted two personal leave days, and family leave benefits, may apply to the Sick Leave Review Board for additional days. One additional day may be granted for each year of service in the District up to a maximum of fifteen (15) days. If additional days are granted, only the cost of a long-term substitute shall be deducted from the licensed employee's pay.
- 6.3. Any additional leave must fall under the regulations of Policy—GCCAO—Family Medical Leave Act.
- 6.4. Part-time licensed employees (half-time or more) may be granted up to a total of twelve (12) weeks leave (paid and non paid, including any off track time to continue to care for an adopted infant.
  - 6.4.1. During the leave period, the District shall continue to pay its portion of the licensed employee's group health insurance premium. An employee on leave must continue to pay his/her portion of the health insurance premium in order to keep coverage in effect.
  - 6.4.2. A licensed employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the leave. A licensed employee will not lose any seniority or employment benefits that accrued before the date the leave began.

If a licensed employee fails to return to work after the leave has ended, the District may recover the health insurance premium paid by the District on the employee's behalf.

ADMIN REG:  
CODE—TBD

APPROVED:  
5.10.2016

**ADMINISTRATIVE REGULATION—7: (Licensed Employee-Funded Sick Bank)**

**1. Licensed Employee Eligibility.**

- 1.1. In order to be eligible to participate in the sick bank a licensed employee must voluntarily donate one day annually of accumulated sick leave to the sick bank. Employees wishing to opt out of participation in the sick bank must annually complete the appropriate form no later than September 1 of each school year.
- 1.2. Licensed employees who have been offered a temporary transitional duty assignment due to a work-related injury, who refuse the temporary transitional duty assignment, will not be eligible for Sick Bank Leave.

**2. Establishment of Sick Bank Leave.**

- 2.1. Each year, all participating licensed employees in the accumulated sick leave program will donate one (1) sick leave day, unless the employee has opted out, to be placed in the sick bank.

**3. Use of Sick Bank Leave**

- 3.1. Sick Bank Leave is not intended to be used for short-term, in-and-out absences, elective medical procedures or other medical care that could be scheduled



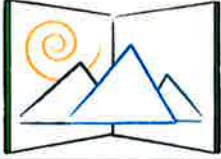
- during non-contract time.
- 3.2. Medically documented intermittent leave for long-term illness may be approved.
  - 3.3. Days from the sick bank shall be granted to eligible licensed employees only after all accrued sick leave, family sick leave, all vacation leave (if applicable), and two (2) personal leave days have been used. However, employees who have health or medical situations that likely will necessitate use of the sick bank are encouraged to apply to the sick bank when they have days (10-15) of accrued sick leave left to help avoid the deduction of costs associated with long-term substitutes.
  - 3.4. Licensed employees will be required to sign a release of medical information when making application to the sick bank. Sick Leave Review Board members must sign a confidentiality agreement to protect licensed employees' medical information and confidentiality.
  - 3.5. A combination of continuous years of service and accumulated sick leave days shall be used to determine the number of sick bank days which a licensed employee qualifies to receive and any pay loss to be sustained. (Years of service shall be computed in accordance with established guidelines for salary step movement.)
  - 3.6. Licensed employees who have been offered a temporary transitional duty assignment due to a work related injury, who refuse the temporary transitional duty assignment, will no longer be eligible for Sick Bank Leave.

**ADMINISTRATIVE REGULATION (Sick Bank Leave Allowances)**

**1. Sick Bank Leave Allowances**

- 1.1. First Year Licensed Employees
  - 1.1.1. First year licensed employees shall be allowed up to 10 sick bank days.
  - 1.1.2. The cost of a long-term substitute shall be deducted from the first two days of sick bank.
- 1.2. Second Year Employees
  - 1.2.1. Second Year Employees shall be allowed up to 10 sick bank days at full pay according the following schedule: **(See, EXHIBIT 2)**
  - 1.2.2. After all sick bank days allowed according to the schedule listed under item (1.2.1) are used, second year employees may be granted up to 10 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
  - 1.2.3. In cases of catastrophic illness or injury, the Sick Leave Review Board may grant second year employees up to 20 additional days of sick bank leave after all sick bank leave days provided under items (1.2.1 and 1.2.2) are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.





**1.3. Third Year Licensed Employees**

1.3.1. Third year licensed employees shall be allowed up to 40 sick bank leave days at full pay according to the following schedule: **(See, EXHIBIT 3).**

1.3.2. After all sick bank leave days allowed according to the schedule listed under item (1.3.1) are used, third year licensed employees may be granted up to 40 additional sick bank leave days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.

1.3.3. In cases of catastrophic illness or injury, the Sick Leave Review Board may grant third year licensed employees sufficient sick bank leave days to cover their transition to long-term disability after all of the sick bank leave days provided under items (1.3.1) and (1.3.2) are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.

1.4. Licensed employees with four or more years of service shall be allowed up to 120 days from the sick bank at full pay less the cost of the substitute for each day the licensed employee falls below 15 days of accumulated sick leave at the beginning of the long-term absence. (A maximum of 15 days long-term substitute costs will be deducted.)

**2. Sick Bank Leave Limitations**

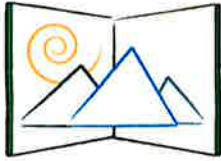
2.1. Prior to granting sick bank leave days, a licensed employee shall agree in writing to repay compensation at his/her daily rate of pay for sick bank leave days used or granted if he/she terminates employment with the District for other than medical reasons before completion of the current and succeeding contract year.

2.2. The illness/injury must be medically documented with a statement bearing an original signature from the attending physician. The verification of absence form may not be stamped with a physician's signature or signed by the attending nurse, office manager, etc.

2.3. A second opinion may be required with any costs not covered by insurance borne by the District.

2.4. When a licensed employee requests sick bank leave days more than once within a 48-month period for an unrelated illness, a three (3)-day loss of pay shall be required before sick bank days are granted. Use of sick bank leave days shall be limited to 120 days within a 48-month period. The licensed employee will also be required to meet all other qualifying criteria.

2.5. Under catastrophic conditions, licensed employees may appeal to the Sick Leave Review Board for a waiver of pay loss provisions. The committee shall review the licensed employee's attendance record and other related factors and either grant or deny the waiver based on the findings. No appeal beyond the Sick Leave Review Board is provided.



**ADMINISTRATIVE REGULATION: (Sick Leave Board Review, Abuse of Sick leave, Payment for Sick Leave, and Notification of Absence).**

**1. Sick Leave Review Board**

- 1.1. A Sick Leave Review Board shall be organized to review issues related to sick bank usage and cases of suspected sick leave abuse.
- 1.2. The Sick Leave Review Board shall be composed of one administrator appointed by the superintendent and two members appointed by the president of the licensed employee agent.

**2. Abuse of Sick Leave**

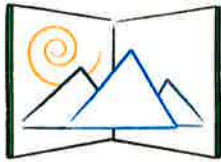
- 2.1. Administrators shall periodically review sick leave usage.
- 2.2. If an abuse of sick leave is suspected, the administrator shall confer with the licensed employee and, if necessary, ask the Sick Leave Review Board to review the case. Cases will be reviewed according to Administrative Guidelines developed by the Sick Leave Review Board.
- 2.3. If it is determined that an abuse of sick leave has occurred, shall be reclaimed from the licensed employee.
  - 2.3.1. The sick leave benefits which were paid inappropriately shall be reclaimed from the licensed employee.
  - 2.3.2. The licensed employee shall be suspended for five (5) days without pay during the next pay period.
  - 2.3.3. A reprimand shall be entered in the licensed employee's personnel file.
- 2.4. A second proven abuse of sick leave may result in immediate termination.

**3. Payment for Sick Leave**

- 3.1. In order to receive full pay for work missed due to illness or injury, licensed employees shall complete an absence form which is approved by the immediate supervisor and submitted to the Payroll Department for processing.
- 3.2. Licensed employees may be required to verify the nature and duration of an illness or injury with a doctor's certificate.

**4. Notification of Absence**

- 4.1. Licensed employees are required to notify their immediate supervisor as soon as they know that they will be absent from work.
- 4.2. If a substitute must be hired, the licensed employee shall see that the Human Resources Department is notified no later than 6:30 a.m. on the day of the absence.



**REFERENCES**

None

**EXHIBITS**

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

**FORMS**

None

*CANYONS BOARD OF EDUCATION*

This online presentation is an electronic representation of the Canyons School District's currently adopted policy manual. It does not reflect updating activities in progress. The official, authoritative manual is available for inspection in the office of the Superintendent located at 9361 South 300 East Sandy, UT 84070.



EXHIBIT-1	SICK LEAVE ALLOWANCE SCHEDULE-LICENSED	
	ASSOCIATED CSD ADMINISTRATIVE REGULATION: CODE - TBD	APPROVED: 5.10.2016 (NEG)
	Year 1	<del>8-9</del> days per year*
	Years 1 through 5	<del>8-9</del> days per year*
	Years 6 through 10	<del>9-10</del> days per year*
	Years 11 through 15	<del>10-11</del> days per year*
	Years 16 and beyond	<del>11-12</del> days per year*
<p>Maximum Accumulations:</p> <p>176 and 184-day contracts (9 month) = 180 days</p> <p>220 to 233 - day contracts (11 month) = 220 days</p> <p>245 - day contracts (12 month) = 240 days</p> <p>** Note: employees may use these days to attend to their own health care needs or the health care needs of immediate family members. Licensed employees may not access accumulated leave except for their own health care needs or as allowed in this policy under Critical Family.</p>		



**CANYONS**  
School District  
*"Celebrating the Highest  
Standards of Educational Excellence"*

**CANYONS SCHOOL DISTRICT  
ADMINISTRATIVE REGULATION**

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**Negotiations  
Contract Year 2017-18**

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**Proposal**

CEA proposes that a Policy Review Advisory Group be formed to consider changes to negotiated policies as part of an ongoing review process. The Policy Review Advisory Group would meet at least 5 times annually between October and April. The Policy Review Advisory Group consist of four teachers selected by CEA and four administrators selected by Canyons School District administration or Board of Education.

**Rationale**

In an effort to complete negotiations in a timely manner, discussing and revising negotiated policies as needed throughout the year will provide the time for meaningful discussion. Because policy changes would be complete by April, or sooner, the focus of negotiations each spring can be financial items to agree upon based on the funding from the legislature for that year.


**Tentative Agreement Between  
Canyons School District &  
Canyons Education Association**

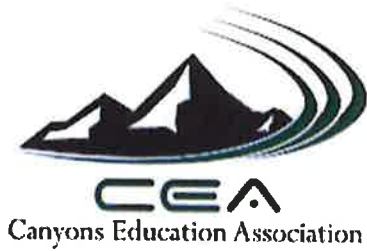
Date:

For Canyons School District:

  
\_\_\_\_\_

For Canyons Education Association

  
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**Negotiations  
Contract Year 2017-18**

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**Proposal**

CEA proposes that Canyons District provide teachers with payroll codes, including the budget or department.

**Rationale**

Teachers having access to these codes will allow them to monitor what they are being paid for. Many teachers work time-sheeted hours and are not clear on what the codes on their paycheck are. This will allow teachers the ability to understand their paycheck and not have to call payroll to ask questions.

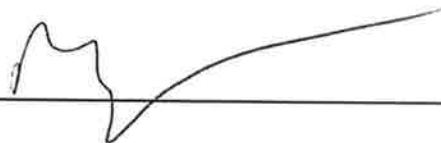
**Tentative Agreement Between  
Canyons School District &  
Canyons Education Association**

Date:

For Canyons School District:

  
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For Canyons Education Association:

  
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### Proposal

CEA proposes that a comprehensive assessment audit be conducted and results be shared at the October DAC meeting. This audit will include the following for each grade/subject:

- Tests required by the state (e.g., SAGE/SLOs, 5th grade keyboarding, DIBELS reading)
- Tests required by the district (e.g., DWSBA, DIBELS math, SRI, SMI, SLOs)
- Other testing (e.g., ACT, ASVAB, PSAT, IOWA)
- The amount of time expected for administration of each test
- The amount of time expected for correction of each test
- The rationale for each test
- The scheduling and frequency of each test across grade levels/subjects

### Rationale

CEA has been attempting to remedy concerns about the amount of testing required from the district through collegial discussions beginning with School Performance and Instructional Supports in September 2016. As teacher concerns persisted, the issue was brought to District Advisory Committee in January. While one issue (loss of elementary teacher planning time to correct the DIBELS math assessment) has been resolved, there are still many concerns about district required testing.

Unfortunately, even though this has been an agenda item for DAC in February and March, the Director of Instructional Supports has not attended either of those meetings and has not been available to respond to concerns other than to send the following information into DAC:

"ISD is formally gathering feedback from a broad base of teachers. ISD secondary specialists are meeting with each school's content department to discuss the strengths and areas of improvement of the DWSBA in relation to the purpose. At the elementary level, formal feedback has been solicited at BLT training. BLT members have been asked to offer suggestions based on their grade level team's experience. ISD is also working with principals to problem solve how best to improve the system.

"At all levels, there is overwhelming support for improving the assessments rather than eliminating them. FYI, at the elementary level, there is more support and teachers reporting

Jim "Good idea" - "Will get arms around this"  
Has started. Hill Anderson to present to board  
this summer - no teacher input - out  
Redundancy - Out

value than not. Amber and Jesse would be happy to share the summarized data with DAC when it is completed. "

In the case of the statement, "At all levels, there is overwhelming support for improving the assessments rather than eliminating them. FYI, at the elementary level, there is more support and teachers reporting value than not," is a direct contradiction to the information that educators are giving CEA.

Additionally, we have heard from teachers at all levels that when Instructional Supports has asked for feedback on the assessments, they have been told explicitly that "the number of tests is not going to change."

A summary of approximately 300 survey responses and approximately 200 comments regarding these assessments was shared by CEA at the March DAC meeting which was not attended by either the Director of ISD or the Assistant Superintendent for Curriculum and Instruction. Those materials are attached to this proposal.

Of the assessments which could be considered "district required", teachers report that the Common Formative Assessments being created at individual schools during iPLCs are significantly more valuable and informative than the District Wide Standards Based Assessments.

Just this week the Board of Education received results of the CSD Educator Exit Survey which showed that two of the top three least favorable conditions of their employment with the district dealt with "Being valued as a professional" and "Work load expectations". The survey comments that are attached to this proposal would indicate that the District required assessments are contributing factors to those feelings.

**Tentative Agreement Between  
Canyons School District &  
Canyons Education Association**

Date:

For Canyons School District:



For Canyons Education Association:

