



**Canyons Education Association
Canyons School District
2021-22**



Canyons Education Association Negotiations Team

Mitchell Atencio	Teacher – Corner Canyon High
Erika Bradshaw	CEA President - Hillcrest High
Karen Pedersen	CEA Vice President - Willow Canyon Elementary
Kathy Smith	Teacher - Altara Elementary
Katie Wilkinson	Teacher - Alta High
Jennifer Boehme	Jordan UniServ Director

Canyons School District Board of Education Negotiations Team

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

Canyons School District Board of Education


Nancy Tingey	President - District 3
Amanda Oaks	Vice President - District 6
Steven Wrigley	Vice President - District 5
Amber Shill	District 2
Clareen Arnold	District 4
Mont Millerberg	District 1
Holly Neibaur	District 7

**Proposed Ground Rules
2021-22**

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 good-faith negotiations are continuing.
2. The District will pay the cost of substitute teachers during negotiations.
3. Prior to 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.

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 to the public until they have been so ratified, at which time a joint release of information will be prepared.
7. CEA and the Board of Education will regularly communicate with their membership regarding the negotiations process. When an agreement is reached, the provisions of the agreements will be released in separate but simultaneous communications by CEA and the Board (i.e., CEA to members of CEA and the Board of Education to all licensed employees). **Any public release of information during negotiations will be done jointly.**
8. All efforts will be made to bargain in good faith. However, if impasse is declared, a joint public release of information is no longer required and the procedures outlined in Canyons District Policy 410.0/420.0 Scope of Negotiations shall be followed.
9. Minutes may 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.
10. Negotiated agreements will be posted online within ten (10) working days of the ratification of the Board of Education.
11. Due to the ongoing COVID-19 pandemic, if any member of either negotiations team is unable to attend in-person due to medical or public health concerns, the individual may participate virtually, i.e. via Zoom or by phone, provided they do not record any portion of the negotiations meeting.


For Canyons School District

4/21/21
Date

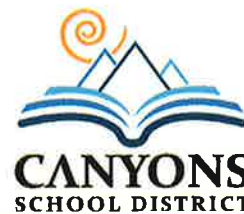

For Canyons Education Association

4/21/21
Date



Negotiations - Licensed

(Contract Year 2021-2022)



Joint Proposal

Canyons Education Association and Canyons School District Administration propose a two-level salary increase for current licensed employees, along with appropriate changes to District Policy 410.07 - Salary Guidelines and the licensed salary schedules, to address the initial salary placement concern that occurred when the District transitioned to a single-lane salary schedule. In addition, Canyons School District Administration proposes a 1.82% COLA, which provides a starting salary of \$51,850 for Increment Level 1 on the L-186 Licensed Salary Schedule. This represents a \$3,025 increase for licensed employees, i.e. \$1,225 - COLA and \$1,800 - Two Increment Levels.

Rationale

Both CEA and Canyons District became aware of the initial salary placement concern soon after the single lane salary schedule was implemented beginning the 2017-18 school year. Issue: A newly hired licensed employee with a Bachelor's degree and one year of teaching experience in a different district, a newly hired licensed employee with a Bachelor's degree and no experience, and a newly hired licensed employee with a Bachelor's degree plus twenty (20) additional education credits and no experience, are all placed on increment level one. Increasing all current licensed employees by two increment levels recognizes employee loyalty to Canyons School District as well as honors newly hired licensed employees educational backgrounds as well as prior work experience.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date: 5/5/21

For Canyons School District

Ron D. Robin

For Canyons Education Association

Karen W. Pedersen

Inservice Rate is Increment Level 1

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
- ♦ Add one (1) Increment Level

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 twelve (12), 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 and a Teacher and Student Success Act (TSSA) of \$675 are included as part of the Base Contract and are 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	Hourly Rate
1	\$34.85
2	\$35.45
3	\$36.06
4	\$36.66
5	\$37.26
6	\$37.87
7	\$38.47
8	\$39.08
9	\$39.68
10	\$40.29
11	\$40.89
12	\$41.50
13	\$42.10
14	\$42.71
15	\$43.31
16	\$43.92
17	\$44.52
18	\$45.13
19	\$45.73
20	\$46.34
21	\$46.94
22	\$47.55
23	\$48.15
24	\$48.76
25	\$49.36
26	\$49.97
27	\$50.57
28	\$51.18
29	\$51.78
30	\$52.39
31	\$52.99
32	\$53.60
33	\$54.20
34	\$54.81
35	\$55.41
36	\$56.01
37	\$56.62
38	\$57.22
39	\$57.83
40	\$58.43

August 9, 2021 - May 26, 2022

186 Days - Full Time 8 Hours Per Day

(16 hours of preparation time, outside of contracted days, are included in the base contract.)

Salary Placement

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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 twelve (12), contingent upon verification of education and experience.

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- ♦ 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 and a Teacher and Student Success Act (TSSA) of \$675 are included as part of the Base Contract and are 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	\$51,850
2	\$52,750
3	\$53,650
4	\$54,550
5	\$55,450
6	\$56,350
7	\$57,250
8	\$58,150
9	\$59,050
10	\$59,950
11	\$60,850
12	\$61,750
13	\$62,650
14	\$63,550
15	\$64,450
16	\$65,350
17	\$66,250
18	\$67,150
19	\$68,050
20	\$68,950
21	\$69,850
22	\$70,750
23	\$71,650
24	\$72,550
25	\$73,450
26	\$74,350
27	\$75,250
28	\$76,150
29	\$77,050
30	\$77,950
31	\$78,850
32	\$79,750
33	\$80,650
34	\$81,550
35	\$82,450
36	\$83,350
37	\$84,250
38	\$85,150
39	\$86,050
40	\$86,950

Note: Increment Levels continue beyond what is shown on the printed salary schedule.

Revised 2021.05.13



Licensed Salary Schedule-L196

(2021-2022)

July 29, 2021 - June 1, 2022

196 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
- ♦ Add one (1) Increment Level

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
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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 twelve (12), 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 and a Teacher and Student Success Act (TSSA) of \$675 are included as part of the Base Contract and are 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	\$54,376
2	\$55,324
3	\$56,272
4	\$57,221
5	\$58,169
6	\$59,117
7	\$60,066
8	\$61,014
9	\$61,963
10	\$62,911
11	\$63,859
12	\$64,808
13	\$65,756
14	\$66,705
15	\$67,653
16	\$68,601
17	\$69,550
18	\$70,498
19	\$71,447
20	\$72,395
21	\$73,343
22	\$74,292
23	\$75,240
24	\$76,188
25	\$77,137
26	\$78,085
27	\$79,034
28	\$79,982
29	\$80,930
30	\$81,879
31	\$82,827
32	\$83,776
33	\$84,724
34	\$85,672
35	\$86,621
36	\$87,569
37	\$88,517
38	\$89,466
39	\$90,414
40	\$91,363

Note: Increment Levels continue beyond what is shown on the printed salary schedule.

Revised 2021.05.13

July 20, 2021 - June 3, 2022

206 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
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- ♦ Add one (1) Increment Level

Education Enhancement

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- ♦ 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
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Increment Levels	Base Contract
1	\$56,901
2	\$57,898
3	\$58,895
4	\$59,891
5	\$60,888
6	\$61,885
7	\$62,882
8	\$63,878
9	\$64,875
10	\$65,872
11	\$66,869
12	\$67,866
13	\$68,862
14	\$69,859
15	\$70,856
16	\$71,853
17	\$72,849
18	\$73,846
19	\$74,843
20	\$75,840
21	\$76,837
22	\$77,833
23	\$78,830
24	\$79,827
25	\$80,824
26	\$81,820
27	\$82,817
28	\$83,814
29	\$84,811
30	\$85,808
31	\$86,804
32	\$87,801
33	\$88,798
34	\$89,795
35	\$90,791
36	\$91,788
37	\$92,785
38	\$93,782
39	\$94,778
40	\$95,775



Licensed Salary Schedule-L242

(2021-2022)

July 1, 2021 - June 30, 2022

242 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
- ♦ Add one (1) Increment Level

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
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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 twelve (12), contingent upon verification of education and experience.

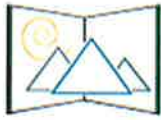
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- ♦ The Base Contract is prorated based upon the number of days remaining in the contract
- ♦ Educators with current National Board Certification will be paid a stipend of \$1,000 in addition to their Base Contract

Increment Levels	Base Contract
1	\$60,942
2	\$62,016
3	\$63,090
4	\$64,165
5	\$65,239
6	\$66,313
7	\$67,387
8	\$68,461
9	\$69,535
10	\$70,610
11	\$71,684
12	\$72,758
13	\$73,832
14	\$74,906
15	\$75,981
16	\$77,055
17	\$78,129
18	\$79,203
19	\$80,277
20	\$81,352
21	\$82,426
22	\$83,500
23	\$84,574
24	\$85,648
25	\$86,723
26	\$87,797
27	\$88,871
28	\$89,945
29	\$91,019
30	\$92,094
31	\$93,168
32	\$94,242
33	\$95,316
34	\$96,390
35	\$97,465
36	\$98,539
37	\$99,613
38	\$100,687
39	\$101,761
40	\$102,835

Note: Increment Levels continue beyond what is shown on the printed salary schedule.

Revised 2021.05.13



POLICY—410.07—SALARY GUIDELINES

DISTRICT CODE:

410.07

ADOPTED:

5.7.2019

RESCINDS:

410.7

ADOPTED:

5.16.2017

BOARD POLICY

1. The Board of Education directs the District Administration to meet with representatives of the employee agent group in salary negotiation to establish salary schedules.
2. It is also the policy of the Board to pay wages and salaries that shall enable the District to secure and retain qualified licensed employees.
3. The Board delegates to the District Administration the responsibility for implementing the salary policy.

ADMIN-REG:

410.07-1

APPROVED:

5.7.2019

ADMINISTRATIVE REGULATION:

1. Date of Payments

All licensed employees shall receive two salary payments each month, totaling twenty-four (24) payments per contract year, 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.

2. Salary Rates

District licensed employees 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. Deductions

All approved deductions, other than those legally required, shall be made only upon the written request of the employee.

4. Basic Salary Schedule

A basic salary schedule shall be established for licensed employees. The schedule shall be based upon consideration of contract teaching experience in an accredited school and upon continued education (See, Section 9).

5. Differential Allowance

Differential allowance may be paid to licensed employees with special assignments.



6. Salary Placement

6.1. To determine a licensed employee's initial salary placement:

6.1.1. Identify the licensed employee's "Education Enhancement" Increment Level

6.1.2. Add previous contracted licensed work experience from an accredited school system, up to fifteen years, each year equating to an Increment Level

6.1.2.1. No more than one (1) year service credit is awarded for a single school year

6.1.2.2. One (1) year service credit is awarded for each year if the employee worked one-half or more of an accredited school system's contracted days in a single school year and at least 50% FTE

6.1.2.3. Licensed employee's experience in Canyons District receives full credit

6.1.2.4. Licensed employees who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience

6.1.3. **Add one (1) Increment Level**

7. Education Enhancement

7.1. To determine the licensed employee's "Education Enhancement" Increment Level:

7.1.1. Identify the licensed employee's degree attainment from an accredited university:

Bachelor's Degree n/a

Bachelor's Degree + 20 semester hours Level +1 Increment

Bachelor's Degree + 40 semester hours Level +1 Increment

Bachelor's Degree + 60 semester hours Level +1 Increment

Master's Degree (Total of 6 Increment Levels) +3 Increment Levels

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Doctorate Degree (Total of 12 Increment Levels) +3 Increment Levels



Example: A newly hired licensed employee with a Master's Degree +20 semester hours and four years of experience would be placed on Increment Level twelve (12), contingent upon verification of education and experience.

8. The Director of Human Resources and Chief Financial Officer are allowed to make exceptions for difficult to fill positions.

9. Military Experience

No 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 the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

10. Submission of Evidence

- 10.1. 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 or for education enhancement.

- 10.2. For new employees to the District, the following will be accepted for education enhancement:

10.2.1. University credits beyond the original license and Bachelor's degree

10.2.2. USBE credit earned after July 2005

10.2.3. USBE credit earned prior to July 2005, if approved by the Local Professional Improvement Committee (LPIC)

10.2.4. Other educational credit approved by LPIC

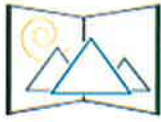
- 10.3. For current licensed employees to the District, the following will be accepted for Education Enhancement:

10.3.1. Credit earned from an accredited university,

10.3.2. USBE approved credit, District approved credit, and

10.3.3. LPIC approved in-service credit. These hours will be granted in accordance with Policy—400.212—Local Professional Improvement Committee.

- 10.4. Education Enhancement Increment Level(s) changes shall be awarded when the Human Resources Department receives a completed Application for Education Enhancement Change form and proof of eligibility in the form of an official transcript. Proof of eligibility must be submitted prior to the last working day 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.



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.



POLICY—410.07—SALARY GUIDELINES

	DISTRICT CODE: 410.07	ADOPTED: 5.7.2019
	RESCINDS: 410.7	ADOPTED: 5.16.2017

BOARD POLICY

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2. It is also the policy of the Board to pay wages and salaries that shall enable the District to secure and retain qualified licensed employees.
3. The Board delegates to the District Administration the responsibility for implementing the salary policy.

	ADMIN-REG: 410.07-1	APPROVED: 5.7.2019
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6.1.2.2. One (1) year service credit is awarded for each year if the employee worked one-half or more of an accredited school system's contracted days in a single school year and at least 50% FTE

6.1.2.3. Licensed employee's experience in Canyons District receives full credit

6.1.2.4. Licensed employees who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience

6.1.3. Add one (1) Increment Level

7. Education Enhancement

7.1. To determine the licensed employee's "Education Enhancement" Increment Level:

7.1.1. Identify the licensed employee's degree attainment from an accredited university:

Bachelor's Degree n/a

Bachelor's Degree + 20 semester hours Level +1 Increment

Bachelor's Degree + 40 semester hours Level +1 Increment

Bachelor's Degree + 60 semester hours Level +1 Increment

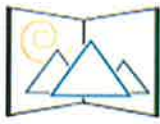
Master's Degree (Total of 6 Increment Levels) +3 Increment Levels

Master's Degree + 20 semester hours Level +1 Increment

Master's Degree + 40 semester hours Level +1 Increment

Master's Degree + 60 semester hours Level +1 Increment

Doctorate Degree (Total of 12 Increment Levels) +3 Increment Levels



Example: A newly hired licensed employee with a Master's Degree +20 semester hours and four years of experience would be placed on Increment Level twelve (12), contingent upon verification of education and experience.

8. The Director of Human Resources and Chief Financial Officer are allowed to make exceptions for difficult to fill positions.

9. Military Experience

No 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 the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

10. Submission of Evidence

- 10.1. 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 or for education enhancement.

- 10.2. For new employees to the District, the following will be accepted for education enhancement:

- 10.2.1. University credits beyond the original license and Bachelor's degree

- 10.2.2. USBE credit earned after July 2005

- 10.2.3. USBE credit earned prior to July 2005, if approved by the Local Professional Improvement Committee (LPIC)

- 10.2.4. Other educational credit approved by LPIC

- 10.3. For current licensed employees to the District, the following will be accepted for Education Enhancement:

- 10.3.1. Credit earned from an accredited university,

- 10.3.2. USBE approved credit, District approved credit, and

- 10.3.3. LPIC approved in-service credit. These hours will be granted in accordance with Policy—400.212—Local Professional Improvement Committee.

- 10.4. Education Enhancement Increment Level(s) changes shall be awarded when the Human Resources Department receives a completed Application for Education Enhancement Change form and proof of eligibility in the form of an official transcript. Proof of eligibility must be submitted prior to the last working day 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.



REFERENCES

None

FORMS

None

CANYONS BOARD OF EDUCATION

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**Negotiations
Contract Year 2021-22**

Proposal

CEA proposes that Education Enhancements for continuing education be funded for the 2021-22 contract year.

Rationale

CEA believes funding Education Enhancements is an inherent part of the salary schedule and should be funded every year. Continuing education for educators increases their skills and effectiveness in helping students be successful.

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

Rin Z. Rolin
For Canyons School District

5/5/21
Date

Karen W. Pedersen
For Canyons Education Association

5/5/21
Date



Negotiations Contract Year 2021-22

Proposal

CEA proposes an increase of the Activities Differential point value to \$500. After implementation of this value during the 2021-22 year, all current related policies (minimum point award, longevity credit, COLA alignment, etc.) will continue to apply.

In addition, CSD and CEA will form a 2021-22 working group to reevaluate the Athletic Differential and Activities Differential stipends paid by CSD. The membership of this working group will contain members appointed in equal parts by CSD and CEA, including multiple representatives from various activities.

Rationale

Currently, high school principals allot 60 points for activities across all of their faculty for duties performed outside of contract hours. This allows principals to distribute all available funds equitably to their faculty. However, due to the time commitments required for these positions, this typically works out to significantly less than the employee's hourly rate, and at times even less than the federal minimum wage. (See the document "Calculations of Instrumental Music Stipend Hourly Pay" to view two examples of the typical workload associated with these stipends; note both the total gross compensations—\$945 and \$2,175—and approximate hourly rates—\$6.28/hour and \$7.54/hour, respectively.) In recent years, Alpine District paid approximately \$2,700 for similar work, while Jordan District typically awards \$3000-\$5000.

CSD would be able to attract the most skilled employees for these positions if they paid a more competitive rate than the neighboring districts. CSD would also gain a reputation of paying its licensed professionals more appropriately for specialized work. This would come at a small cost of the new money CSD is seeing, and in exchange would help to attract the very best teachers in the related fields to the district, giving students the best possible experience in these programs.

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

Ron Z. Robin

For Canyons School District

5/5/21

Date

Karen W. Adensen

For Canyons Education Association

5/5/21

Date



Negotiations
Contract Year 2021-22

Proposal

CEA agrees to follow the recommendations of the Insurance Committee for the 2022 health insurance plan year, which reduces the employee premium on all plans and increases the District's percentage of the cost in each plan while continuing to offer both traditional and high-deductible plans.

Rationale

CEA agrees to follow the recommendations of the Insurance Committee for the 2022 benefit year. Per the recommendation by the insurance committee, "One of the primary considerations of this plan is to adjust the cost share percentage in the premiums. This percentage change will make the District more competitive in the labor market and will benefit all employees for years to come".

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


For Canyons School District

4/21/21
Date


For Canyons Education Association

4/21/21
Date

Recommended 2022 Premiums Adjustments

The District's Insurance Advisory Committee meets regularly to review the District's health plan performance and makes recommendations on the governance of the District's health plans. In the Committee meeting held on March 25, 2021, the Committee reached a consensus on the following plan to adjust the District's insurance premiums for the 2022 benefit year. The Committee is an advisory body and this recommendation will require the agreement of the employee associations through the negotiation process and approval from the Board of Education.

The recommended proposal will accomplish several objectives.

1. It will draw down the reserve in a prudent manner to ensure that the District maintains the appropriate level (neither too large nor too small) in the financial reserves for the health plan.
2. It will reduce the premiums for all employees on the District's health plans, resulting in employees at all levels taking home more in their paychecks.
3. The premium split percentage between the District and the employee portion will be adjusted. The percentage that constitutes the employee portion will be reduced, and will be maintained into future years. If a premium increase becomes necessary this new percentage ensures that the District will take on a larger portion of the increase which will have a lasting benefit to employees.
4. It will strengthen the District's ability to attract and retain employees in an increasingly competitive labor market.

The table below illustrates how the rates will change for 2022 under the projected proposal. This shows the current premium rates as well as the projected rates for the 2022 benefit year. Please note how the rates decrease for all plans in every employee group.

		Current Rates 2021			Proposed 2022 Decrease			Amount Saved Under Proposed		
		Employee Per Pay Period			Employee Per Pay Period			Per Pay Period		
		Certificated	Classified	Admin	Certificated	Classified	Admin	Certificated	Classified	Admin
Traditional	Employee Only	95.74	82.97	95.74	\$ 81.27	\$ 68.27	\$ 81.27	\$ (14.47)	\$ (14.70)	\$ (14.47)
	Two Party	154.08	133.55	154.08	\$ 130.80	\$ 109.87	\$ 130.80	\$ (23.28)	\$ (23.68)	\$ (23.28)
	Family	261.64	226.78	261.64	\$ 222.10	\$ 186.57	\$ 222.10	\$ (39.54)	\$ (40.21)	\$ (39.54)
Traditional Buy-Up	Employee Only	129.7	116.93	129.7	\$ 113.77	\$ 100.76	\$ 113.77	\$ (15.93)	\$ (16.17)	\$ (15.93)
	Two Party	208.74	188.21	208.74	\$ 183.10	\$ 162.17	\$ 183.10	\$ (25.64)	\$ (26.04)	\$ (25.64)
	Family	354.47	319.61	354.47	\$ 310.93	\$ 275.39	\$ 310.93	\$ (43.54)	\$ (44.22)	\$ (43.54)
High Deductible	Employee Only	45.31	41.67	45.31	\$ 31.42	\$ 26.18	\$ 31.42	\$ (13.89)	\$ (15.49)	\$ (13.89)
	Two Party	72.91	67.07	72.91	\$ 50.57	\$ 42.14	\$ 50.57	\$ (22.34)	\$ (24.93)	\$ (22.34)
	Family	123.81	113.88	123.81	\$ 85.87	\$ 71.56	\$ 85.87	\$ (37.94)	\$ (42.32)	\$ (37.94)
High Deductible Buy-Up	Employee Only	72.01	68.37	72.01	\$ 56.97	\$ 51.73	\$ 56.97	\$ (15.04)	\$ (16.64)	\$ (15.04)
	Two Party	115.89	110.05	115.89	\$ 91.69	\$ 83.26	\$ 91.69	\$ (24.20)	\$ (26.79)	\$ (24.20)
	Family	196.78	186.85	196.78	\$ 155.69	\$ 141.38	\$ 155.69	\$ (41.09)	\$ (45.47)	\$ (41.09)

		2022 Proposal Annual Savings		
		Certificated	Classified	Admin
Traditional	Employee Only	\$ (347.28)	\$ (352.80)	\$ (347.28)
	Two Party	\$ (558.72)	\$ (568.32)	\$ (558.72)
	Family	\$ (948.96)	\$ (965.04)	\$ (948.96)
Traditional Buy-Up	Employee Only	\$ (382.32)	\$ (388.08)	\$ (382.32)
	Two Party	\$ (615.36)	\$ (624.96)	\$ (615.36)
	Family	\$ (1,044.96)	\$ (1,061.28)	\$ (1,044.96)
High Deductible	Employee Only	\$ (333.36)	\$ (371.76)	\$ (333.36)
	Two Party	\$ (536.16)	\$ (598.32)	\$ (536.16)
	Family	\$ (910.56)	\$ (1,015.68)	\$ (910.56)
High Deductible Buy-Up	Employee Only	\$ (360.96)	\$ (399.36)	\$ (360.96)
	Two Party	\$ (580.80)	\$ (642.96)	\$ (580.80)
	Family	\$ (986.16)	\$ (1,091.28)	\$ (986.16)

The table to the right shows the projected annual savings for each level of coverage and association. The savings per individual employee is considerable, regardless of the association, plan or coverage tier.

As mentioned previously, one of the primary considerations of this plan is to adjust the cost share percentage in the premiums. The Chart below illustrates how these percentages will change under the proposal. This percentage change will make the District more competitive in the labor market, and will benefit all employees for years to come.

		Current District/Employee Split			2022 Proposed District/Employee Split		
		Employee % of Premium			Employee % of Premium		
		Certificated	Classified	Admin	Certificated	Classified	Admin
Traditional	Employee Only	72%/28%	76%/24%	72%/28%	75%/25%	79%/21%	75%/25%
	Two Party	72%/28%	76%/24%	72%/28%	75%/25%	79%/21%	75%/25%
	Family	72%/28%	76%/24%	72%/28%	75%/25%	79%/21%	75%/25%
Traditional Buy-Up	Employee Only	65%/35%	69%/31%	65%/35%	68%/32%	72%/28%	68%/32%
	Two Party	65%/35%	69%/31%	65%/35%	68%/32%	72%/28%	68%/32%
	Family	65%/35%	69%/31%	65%/35%	68%/32%	72%/28%	68%/32%
High Deductible	Employee Only	83%/17%	85%/15%	83%/17%	88%/12%	90%/10%	88%/12%
	Two Party	83%/17%	85%/15%	83%/17%	88%/12%	90%/10%	88%/12%
	Family	83%/17%	85%/15%	83%/17%	88%/12%	90%/10%	88%/12%
High Deductible Buy-Up	Employee Only	76%/24%	77%/23%	76%/24%	80%/20%	82%18%	80%/20%
	Two Party	76%/24%	77%/23%	76%/24%	80%/20%	82%18%	80%/20%
	Family	76%/24%	77%/23%	76%/24%	80%/20%	82%18%	80%/20%



Negotiations
Contract Year 2021-2022

Proposal

CEA proposes the attached changes to Policy 410.1 - Scope of Negotiations - Policies (Licensed) to ensure the policies contained therein remain negotiated.

Rationale

The years listed for the effective dates for policies agreed to in the 2021-22 contract year negotiations need to be updated.

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



For Canyons School District



Date



For Canyons Education Association



Date



POLICY—410.1—SCOPE OF NEGOTIATIONS - POLICIES (LICENSED)

	DISTRICT CODE: 410.1	ADOPTED: 6.9.2020 (NEG)
	RESCINDS: 410.1	ADOPTED: 5.21.14 (NEG)

BOARD POLICY

1. The Board of Education has statutory authority over all issues relating to the effective and efficient operation of the school district (Utah Code Title 53G Chapter 04). Locally elected Board of Education members should retain the right to operate the school district without undue influence or control from outside groups, individuals, organizations, associations, political parties, or special interests.
2. The Board authorizes the Superintendent and District Administration to develop administrative regulations consistent with this policy.

	ADMIN-REG: 410.1-1	APPROVED: 6.9.20
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ADMINISTRATIVE REGULATION—410.1-1:

1. The Board of Education recognizes the need to negotiate with the recognized employee agent group on issues relating to wages, hours, and working conditions. The following policies will remain as negotiated polices for the contract year 202~~10~~-202~~21~~:

Policy Code	Policy Title	Negotiated
410.0	Scope of Negotiations	6.9.20
400.1	Scope of Negotiations – Policies (Licensed)	5. 5.21 16.1 7
410.2	Release Time for Licensed Employee Agent Group President	8.30.11
410.3	Hours of Work (Licensed)	5.7.19
410.4	Employee Leave (Licensed)	6.9.20
410.5	Fringe Benefits (Licensed)	6.9.20
410.6	Personal Security and Safety	8.18.18
410.7	Salary Guidelines	5.7.19
410.8	Provisional Status (Licensed)	5.16.17
410.9	School Advisory Council	5.7.19
410.10	District Advisory Council	5.8.18
410.11	Concerns Complaints Grievances	8.30.11
410.12	Assignments and Transfers	5.12.15
410.13	Reduction in Force (Licensed)	6.9.20
410.14	Termination of Employment (Licensed)	8.30.11



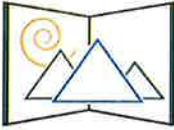
CANYONS

School District

CANYONS SCHOOL DISTRICT POLICY MANUAL

410.15	District-Post Retirement Benefits	10.16.07; 3.21.06; 3.21.06_ <u>updated 5.5.21</u>
NOTE: Any other policies or specific aspects of certain policies where negotiation with employee groups is stipulated by state or federal law.		
<u>EXHIBITS</u> None		
<u>REFERENCES</u> None		
<u>FORMS</u> None		
<i>CANYONS BOARD OF EDUCATION</i>		

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POLICY—410.1—SCOPE OF NEGOTIATIONS - POLICIES (LICENSED)

	DISTRICT CODE: 410.1	ADOPTED: 6.9.2020 (NEG)
	RESCINDS: 410.1	ADOPTED: 5.21.14 (NEG)

BOARD POLICY

1. The Board of Education has statutory authority over all issues relating to the effective and efficient operation of the school district (Utah Code Title 53G Chapter 04). Locally elected Board of Education members should retain the right to operate the school district without undue influence or control from outside groups, individuals, organizations, associations, political parties, or special interests.
2. The Board authorizes the Superintendent and District Administration to develop administrative regulations consistent with this policy.

	ADMIN-REG: 410.1-1	APPROVED: 6.9.20
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ADMINISTRATIVE REGULATION—410.1-1:

1. The Board of Education recognizes the need to negotiate with the recognized employee agent group on issues relating to wages, hours, and working conditions. The following policies will remain as negotiated policies for the contract year 2021-2022:

Policy Code	Policy Title	Negotiated
410.0	Scope of Negotiations	6.9.20
400.1	Scope of Negotiations – Policies (Licensed)	5.5.21
410.2	Release Time for Licensed Employee Agent Group President	8.30.11
410.3	Hours of Work (Licensed)	5.7.19
410.4	Employee Leave (Licensed)	6.9.20
410.5	Fringe Benefits (Licensed)	6.9.20
410.6	Personal Security and Safety	8.18.18
410.7	Salary Guidelines	5.7.19
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410.11	Concerns Complaints Grievances	8.30.11
410.12	Assignments and Transfers	5.12.15
410.13	Reduction in Force (Licensed)	6.9.20
410.14	Termination of Employment (Licensed)	8.30.11



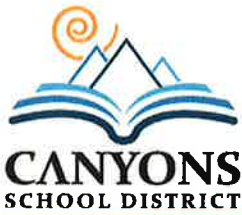
CANYONS

School District

CANYONS SCHOOL DISTRICT POLICY MANUAL

410.15	District-Post Retirement Benefits	10.16.07; 3.21.06; 3.21.06 updated 5.5.21
<p>NOTE: Any other policies or specific aspects of certain policies where negotiation with employee groups is stipulated by state or federal law.</p>		
<p><u>EXHIBITS</u> None</p>		
<p><u>REFERENCES</u> None</p>		
<p><u>FORMS</u> None</p>		
<p><i>CANYONS BOARD OF EDUCATION</i></p>		

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Negotiations - Licensed

(Contract Year 2021-2022)



Joint Proposal

Canyons School District Administration and Canyons Education Associate propose the following modifications to District Policy 410.04 - Employee Leave (Licensed):

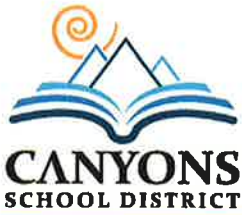
- Add "Extended Family Leave" allowing employees to convert up to five (5) days of accrued Sick Leave days each year to assist with the health care needs of immediate family members.
- Change the Sick Bank Leave allocation benefit from Service Years (First Year, Second Year, Third Year, Four or more years of service) to a level system based upon consecutive years of donation to the Sick Bank (Level One, Level Two, Level Three, Level Four).
- Increase Sick Bank Leave benefits for Level 1 and 2 employees from ten (10) to fifteen (15) days.

Rationale

Each year licensed employees are allocated Family Sick Leave that can be used for their own health care needs or for the health care needs of immediate family members. Family Sick Leave days not used in any given year are then rolled over as accrued Sick Leave that can only be used for the employee's own health care needs. Issue: At times employees must assist with the health care needs of immediate family members beyond their yearly allocation of Family Sick Leave, e.g. ill children or assisting elderly parents in obtaining medical care. This change allows employees to convert their own accrued Sick Leave to assist with health care needs of immediate family members without having to use personal or non-paid personal leave, and allows the employee to be honest regarding the reason they are using Sick Leave.

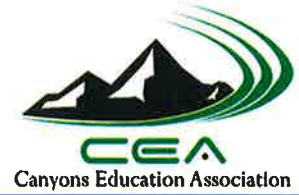
Sick Bank Leave benefit allocations are currently based upon the years of service an employee has with the District regardless of whether or not they have donated to the Sick Bank. Issue: An employee who has never donated to Sick Bank, but who has worked for the District for six years, currently qualifies for the maximum benefit of 120 days of Sick Bank Leave. The new level benefit system provides Sick Bank Leave benefits only to employees who have donated consecutively to the Sick Bank.

Licensed employees new to the District are allocated nine (9) Family Sick, three (3) Personal, and one (1) Alternative Leave day(s). Leave days are prorated according to hire date and days remaining in the contract. Issue: When a new employee gives birth to a child, traditionally a six-week (30-work days) recovery period, or an employee experiences a severe medical condition, their allocated paid leave and current level of Sick Bank Leave available is often insufficient for their recovery period. Most of these employees must also use non-paid personal leave as well as some must resign after exhausting all available paid and unpaid leave allowed by District policy. This change provides five (5) additional days of Sick Bank Leave to eligible employees.



Negotiations - Licensed

(Contract Year 2021-2022)



Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date: 5/5/2021

For Canyons School District

Kir Z. Rohi

For Canyons Education Association

Karen W. Pedersen



POLICY—410.04—EMPLOYEE LEAVE (LICENSED)

DISTRICT CODE:

410.04

ADOPTED:

6.9.2020 (NEG)

RESCINDS:

410.4

ADOPTED:

5.8.2018

BOARD POLICY

1. It is the policy of the Board of Education to authorize the following leave benefits for licensed employees:
 - 1.1. alternative leave;
 - 1.2. bereavement leave;
 - 1.3. educational leave;
 - 1.4. extended family sick leave:
 - 1.4.1.5. personal leave paid;
 - 1.5.1.6. personal leave non-paid;
 - 1.6.1.7. sick leave; and
 - 1.7.1.8. employee-funded sick bank.
2. The Board authorizes the Superintendent and District Administration to establish administrative regulations consistent with this policy.

ADMIN-REG:

410.04-1

APPROVED:

6.9.20

POLICY 410.04—EMPLOYEE LEAVE (LICENSED)

ADMINISTRATIVE REGULATION—410.04-1: (Alternative Leave)

Eligible licensed employees shall receive an alternative leave day each year.

Alternative leave shall be administered according to the following regulations:

1. Each eligible licensed employee shall be allowed one (1) day of alternative leave per year.
2. Employees taking alternative leave shall be required to pay a fee of \$110.00.
3. Alternative leave is non-accumulative.
4. Employees shall give at least one day's notice of the intent to take alternative leave.
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.



ADMIN-REG:
410.04-2

APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-2: (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 who qualify 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.
2. Employees shall be granted, for funeral and related issues, up to three (3) 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 attend to 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:
410.04-3

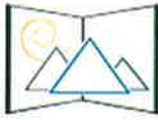
APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-3: (Educational Leave)

1. Definition: Educational leave is full-time study in a Licensed Professional Improvement Committee (LPIC) approved education program.
 - 1.1. Educational leave shall be granted for the ensuing contract year and shall not extend beyond two contract years.
 - 1.2. There shall be no compensation for this leave.
 - 1.3. The employee may arrange to continue his/her insurance program through the District. The employee shall pay for the full premium.
 - 1.4. The granting of educational leave shall not compel the employee to return to the District.



2. **Qualifications:** Educational leave may be granted to full-time employees who have been employed by the Canyons School District for a minimum of three (3) consecutive years.
3. **Application and Approval:** An application for educational leave shall be filed with the Human Resources Department by February 1 for the following school year. Applicants will be notified of approval or denial by March 1.
 - 3.1. 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.
 - 3.2. The application must contain a written recommendation from the applicant's immediate supervisor.
 - 3.3. Each request for educational leave shall be reviewed on an individual basis. 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 educational leave may or may not create a precedent or standard for other requests. As a result, an approval or denial for educational leave is not cause for filing a formal or informal grievance.
4. **Progress Report:** Employees on educational leave must submit a progress report to the LPIC by February 15 of the year for which the leave is granted.
 - 4.1. The progress 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 LPIC, the report will be forwarded to the Human Resources Department for staffing purposes.
5. **Evidence of Completion:** It is the responsibility of the employee to submit evidence of successful completion of his/her approved program to LPIC by August 1. Evidence may include: transcripts, outlines of studies, reports, etc.
6. **Return to Employment:** A candidate returning from successful completion of educational leave shall be guaranteed a comparable position in the District for which they are qualified.
 - 6.1. The employee shall advance on the salary schedule in the same manner as full-time employees based on the current negotiated agreement.
 - 6.2. The employee's leave accrued prior to educational leave shall be reinstated upon return.
 - 6.3. Educational leave shall not be considered a break in continuous service.
7. **Extenuating Circumstances:** An employee may return to employment as indicated in Return to Employment, Section 6 above, if the employee is unable to successfully complete the approved educational leave program for the following extenuating circumstances:
 - 7.1. maternity or adoption of a child;
 - 7.2. military service;
 - 7.3. illness;
 - 7.4. or other reason deemed appropriate by the LPIC.



8. **Employment Separation:** An employee who does not complete the approved educational leave, with the exception of Extenuating Circumstances as listed in Section 7, shall be deemed to have abandoned their position and voluntarily resigned from the District. The individual may reapply for open positions.

ADMIN-REG:
410.04-4

APPROVED:
TBD

ADMINISTRATIVE REGULATION—410.04-4: (Extended Family Sick Leave)

1. A licensed employee may convert up to five (5) accrued Sick Leave days, each school year, if the licensed employee has insufficient Family Sick Leave to care for the health care needs of immediate family members.
 - 1.1. Extended Family Sick Leave is accessed by submitting a time off request through the substitute management system and/or SKYWARD. The employee selects Sick Leave and writes in the notes section, "Extended Family Sick Leave," as well as the name and relationship of the family member.
2. Any additional leave must fall under the regulations of Policy—400.26—Family Medical Leave Act.

ADMIN-REG:
410.4-45

APPROVED:
6.9.20

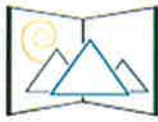
ADMINISTRATIVE REGULATION—410.04-45: (Personal Leave – Paid)

Employees are encouraged to avoid absenteeism.

1. Each eligible licensed employee of the district shall be given at least three (3) days per year personal leave at no cost to the employee (See, **Exhibit—1**, Leave Allocations & Clarification).
 - 1.1. Employees hired after a contract year has started shall receive personal leave benefits on a prorated basis for the remainder of that year.
 - 1.2. Employees who work a 196 or a 206-day contract will have days prorated according to the length of their contract. Employees who work a 242-day contract receive vacation leave in lieu of prorated personal leave.
 - 1.3. Each employee may accumulate unused personal leave. An employee may not use more than five (5) personal leave days in any contract year, except as provided in 410.4-6.
2. Except in unusual circumstances, prior notification must be given to the immediate supervisor at least one (1) day in advance.
3. Personal leave may be taken the day before or after a school holiday for licensed employees who work a 196 or 206-day contract.



4. Personal leaves may also be taken the day before or after a school holiday for the following specific reasons:
 - 4.1. Observance of religious holidays which fall on a regularly scheduled school calendar work day.
 - 4.2. To attend the following types of events:
 - 4.2.1. 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.
 - 4.2.2. Graduations of near relatives as defined in "3.2" above.
 - 4.2.3. Required court appearances,
 - 4.2.4. Deaths not covered by Bereavement Policy.
 - 4.3. Conferences and conventions which relate to the individual employee's work assignment and are not covered by the Professional Leave Policy.
5. Personal leaves may be taken the day before or after a school holiday for other reasons under the following stipulations:
 - 5.1. Licensed employees who request a personal leave day on the day before or after a school holiday shall be required to pay a fee of \$110.00 and apply for the leave at least five (5) working days in advance, except as follows:
 - 5.1.1. 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.
 - 5.1.2. 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.
 - 5.1.3. 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 a fee of \$110.00. Written notification will be sent to all applicants within two working days.
 - 5.1.4. Employees who have not submitted a request prior to the deadline will not be eligible to receive a full-pay personal leave day.
 - 5.1.5. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.
 - 5.1.6. 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 a fee of \$110.00.
6. 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:



- 6.1. 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.
- 6.2. To attend to personal or business matters which require the employee's attendance and scheduling is beyond the employee's control, e.g., required court attendance, child's graduation, etc.
7. Personal leave days may not be taken during the preparation or professional development days prior to the first day of school, but may, through collaboration with the principal/director, exchange one of these days for other non-contract hours.
8. Personal leave days may not be used during parent/teacher conferences, except in unusual circumstances with supervisor approval.
9. Personal leave days may not be used on make-up days as the result of employee job action.

ADMIN-REG:
410.04-56

APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-56: (Personal Leave-Non-Paid)

1. Employees shall be discouraged from requesting non-paid personal leave during the school year.
2. Should an employee have a compelling need for non-paid personal leave, a request must be made in writing to their immediate supervisor for notice and the Human Resources Department for approval. 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. Leave granted under this regulation 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 be absent from their assignment despite the denial shall be deemed to be have abandoned their position and voluntarily resigned their 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 could receive up to fifteen (15) half days in a three-year period.

ADMIN-REG:
410.04-67

APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-67: (Sick Leave)

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

Definitions:

1. Family Sick Leave: Allocated on a yearly basis as outlined in **Exhibit—21**. This leave may be used for the employee's health care needs or the health care needs of the immediate family members.
2. Sick Leave: Any Family Sick Leave not used by the end of the school year becomes accrued Sick Leave accessible to the employee to use for their own health care needs in future school years.
3. Immediate Family: A 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.

10. Licensed employees with continuous service, shall be allocated sick leave in accordance with the following schedule: (See, **Exhibit—21**)

11. Calculating Sick Leave Allowances

- 11.1. 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 of the allocated days.)
- 11.2. 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.

12. 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.

- 12.1. Use of Sick Leave for Critical Family Care 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.
- 12.2. Licensed employees may not access Critical Family Care days until two (2) personal leave days, all vacation leave (if applicable), and all Family Leave days are used. Licensed employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) personal leave days in any contract year as set forth in this policy section 410.4-4.



12.3. In cases of extended critical illness, licensed employees may apply for additional days beyond the twelve (12) day allowance.

12.3.1. If circumstances warrant it, the Sick Leave Review Board may authorize up to three (3) additional Critical Family Care days equal to the number of unused Family Sick Leave available at the beginning of the critical illness.

Licensed employees who have exhausted two personal leave days, and the initial twelve (12) days of Critical Family Care days, but who must continue to deal with a critically ill family member (as defined above) may apply to the Sick Leave Review Board for additional days. One additional Critical Family Care day may be granted for each year of service in the District up to a maximum of fifteen (15) days.

13. Converting Sick Leave for Adoption.

13.1. A licensed employee who adopts a child may apply to convert up to thirty (30) 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 thirty (30) days of converted Sick Leave for Adoption at the time of physical custody of the child.

13.1.1. A licensed employee may use up to five (5) accrued Personal Leave days, beyond the maximum number of Personal Leave days that may be used in any contract year (See, Policy-410.4, Admin Reg 4.1.3), if the licensed employee has insufficient Sick Leave to convert for Adoption Leave.

13.2. Any additional leave must fall under the regulations of Policy—400.26—Family Medical Leave Act.

ADMIN-REG:
410.04-78

APPROVED:
6.9.20TBD

ADMINISTRATIVE REGULATION—410.04-78: (Licensed Employee-Funded Sick Bank)

1. Establishment of Sick Leave Bank and Eligibility.

1.1. Each year, licensed employees who donate one (1) Family Sick day create a Sick Leave Bank.

1.2. To be eligible to participate in the sick bank a licensed employee must voluntarily donate annually one day of allocated Family Sick Leave to the Sick Leave Bank. Employees wishing to opt out of participation in the Sick Leave Bank must annually complete the appropriate form no later than September 1 of each school year.

2. Use of Sick Leave Bank



- 2.1. Sick Leave Bank 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.
- 2.2. Medically documented intermittent leave for long-term illness may be approved.
- 2.3. Days from the Sick Leave 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 Leave Bank are encouraged to apply to the Sick Leave Bank when they have more than 15 days of accrued Sick Leave left to avoid the deduction of a \$110.00 fee per day.
- 2.4. Licensed employees will be required to sign a release of medical information when making application to the Sick Leave Bank. Sick Leave Review Board members must sign a confidentiality agreement to protect licensed employees' medical information and confidentiality.
- 2.5. Employee-Funded Sick Leave Bank Benefit Level is determined by the number of sick leave day(s) consecutively donated to the Employee-Funded Sick Bank prior to requesting Sick Bank Leave.
 - 2.5.1. Level One Benefit - One (1) year of donation to the Sick Leave Bank
 - 2.5.2. Level Two Benefit - Two (2) consecutive years of donation to the Sick Leave Bank
 - 2.5.3. Level Three Benefit - Three (3) consecutive years of donation to the Sick Leave Bank
 - 2.5.4. Level Four Benefit - Four Plus (4+) consecutive years of donation to the Sick Leave Bank
- 2.5.2.6. A combination of continuous consecutive years of service donation to the Sick Leave Bank and accumulated sick leave days shall be used to determine the number of days of Sick Leave Bank which a licensed employee qualifies to receive and any pay loss to be sustained (see Exhibits 3-2 and 4-3). (Years of service shall be computed in accordance with established guidelines.)

ADMINISTRATIVE REGULATION (Sick Bank Leave Allowances)

1. Sick Bank Leave Allowances

- 1.1. First Year Licensed Employees Level One Benefit
 - 1.1.1. First year licensed Level one benefit licensed employees shall be allowed up to ~~10~~ 15 Sick Leave Bank days.
 - 1.1.2. A fee of \$110.00 shall be deducted from the first two days of Sick Leave Bank used.
- 1.2. Second Year Employees Level Two Benefit



- 1.2.1. ~~Second Year~~Level two benefit licensed Employees-employees shall be allowed up to ~~10-15~~ Sick Leave Bank days at full pay according to **Exhibit—32**.
- 1.2.2. After all Sick Leave Bank days allowed according to the schedule listed under item (1.2.1) are used, ~~second-year~~level two employeesbenefit employees may be granted up to 10 additional Sick Leave Bank days if circumstances warrant it. A fee of \$110.00 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~~level two benefit employees up to 20 additional days of Sick Leave Bank after all other Sick Leave Bank days provided under items (1.2.1 and 1.2.2) are exhausted. A fee of \$110.00 shall be deducted for each additional day used under this option.
- 1.3. ~~Third Year Licensed Employees~~Level Three Benefit
 - 1.3.1. ~~Third year~~Level three benefit licensed employees shall be allowed up to 40 Sick Leave Bank days at full pay according to **Exhibit—43**.
 - 1.3.2. After all Sick Leave Bank days allowed according to the schedule listed under item (1.3.1) are used, ~~third-year~~level three benefit licensed employees may be granted up to 40 additional Sick Leave Bank days if circumstances warrant it. A fee of \$110.00 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~~level three benefit licensed employees sufficient Sick Leave Bank days to cover their transition to long-term disability after all other Sick Leave Bank days provided under items (1.3.1) and (1.3.2) are exhausted. A fee of \$110.00 shall be deducted for each additional day used under this option.

1.4. Level Four Benefit

- 1.4.1.5. Licensed-Level four benefit licensed employees with four or more years of service shall be allowed up to 120 days from the Sick Leave Bank at full pay less a fee of \$110.00 for each day the licensed employee falls below 15 days of accumulated Sick Leave at the beginning of the school year. (A fee of \$110.00 will be deducted for a maximum of 15 days.)

2. Sick Bank Leave Limitations

- 2.1. Prior to granting Sick Leave Bank days, a licensed employee shall agree in writing to repay compensation received for Sick Leave Bank days used 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 Leave Bank 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 Leave Bank days are granted. Use of Sick Leave 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 Leave 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:
 - 2.3.1. The Sick Leave days which were paid inappropriately shall be reclaimed from the licensed employee.
 - 2.3.2. The licensed employee may be suspended for up to 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 request, through the District's online attendance website, 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 verification.
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. Licensed employees shall request leave through the District's online attendance website as soon as they know that they will be absent from work, so a substitute may be arranged, if needed.

REFERENCES

None

EXHIBITS

Exhibit—1—Leave Allocations and Clarifications

Exhibit—2—~~Sick Leave Allowance Schedule~~ Level Two Benefit Licensed Employee

Exhibit—3—~~Second Year Licensed Employees~~ Level Three Benefit Licensed Employee

~~Exhibit—4—Third Year Licensed Employees~~

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.



Leave Allocations & Clarification

(Licensed)

Leave Allocations

	186	196	206	242
Alternative Leave	1	1	1	1
Personal Leave	3	3.125	3.25	3
Family Sick Leave*				
Years 1 - 5	9	9.375	9.875	9
Years 6 - 10	10	10.375	11	10
Years 11 - 15	11	11.5	12	11
Years 16+	12	12.5	13.125	12
Sick Leave^	^Accrued	^Accrued	^Accrued	^Accrued

Vacation Leave	n/a	n/a	n/a	20
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Maximum Accumulations:

Personal Leave	No Max	No Max	No Max	No Max
Sick Leave^	180	200	220	240
Vacation	n/a	n/a	n/a	30

Clarification

* Employees may use Family Sick Leave to attend to their own health care needs or the health care needs of immediate family members.

^ Any unused Family Sick Leave will be converted to accrued Sick Leave at the end of each contract year.

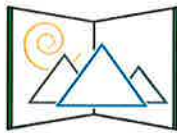
^ Employees may use accrued Sick Leave to attend to their own health care needs OR the health care needs of immediate family members as allowed under Extended Family Leave (see regulation four) or Critical Family Care (see regulation seven).

The number of leave days allocated to an employee is determined by the employee's hire date and the number of days remaining in the contract. The use of leave is prorated based upon the employee's FTE and the number of days the employee works in a given week, e.g.:

- Licensed employees (.5 to 1.0 FTE) working every day request 1.0 per absence
- Part-time SLPs (.75 FTE) working four days per week request 1.25 per absence
- Part-time educators (.5 FTE) working every other day request 2.0 per absence
- Part-time educators (.5 FTE) working every day request 1.0 per absence

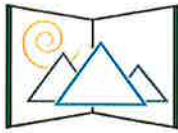
Employees on 186 day contracts must take leave in .5 increments

Employees on 196, 206, or 242 day contracts may take leave in .125 increments



POLICY—410.04 EXHIBIT-32		SECOND YEAR Level Two Benefit Licensed Employee LICENSED—EMPLOYEES	
		ASSOCIATED CSD ADMINISTRATIVE REGULATION: 410.4-87	APPROVED: 5.8.2018 (NEG)
<p>Second-yearLevel two benefit licensed employees shall be allowed up to ten-fifteen (1015) sick bank days according to the following schedule:</p>			
Days of Accumulated Sick Leave at Beginning of School Year	Number of Days that \$110.00 will be Deducted	Sick Bank Days Allowed At Full Pay	
13 plus	0	15	
12	1	14	
11	2	13	
10	3	12	
9	4	11	
13 Plus 8	05	10	
12	1	9	
11	2	8	
10	3	7	
9	4	6	
8	5	5	
7	6	4	
6	7	3	
5	8	2	
4	9	1	
3 or fewer	10	0	

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POLICY—410.04 EXHIBIT-43	Level Three Benefit Licensed Employee THIRD-YEAR LICENSED-EMPLOYEES																																																				
	ASSOCIATED CSD ADMINISTRATIVE REGULATION: 410.4- 87	APPROVED: 5.8.2018 (NEG)																																																			
<p>Third year licensed employees shall be allowed up to forty (40) sick bank days according to the following schedule:</p> <table> <tr> <th data-bbox="256 667 607 772">Days of Accumulated Sick Leave at Beginning of School Year</th><th data-bbox="675 667 1019 737">Number of Days that \$110.00 will be Deducted</th><th data-bbox="1125 688 1390 758">Sick Bank Days Allowed At Full Pay</th></tr> <tr><td>15 Plus</td><td>0</td><td>40</td></tr> <tr><td>14</td><td>1</td><td>39</td></tr> <tr><td>13</td><td>2</td><td>38</td></tr> <tr><td>12</td><td>3</td><td>37</td></tr> <tr><td>11</td><td>4</td><td>36</td></tr> <tr><td>10</td><td>5</td><td>35</td></tr> <tr><td>9</td><td>6</td><td>34</td></tr> <tr><td>8</td><td>7</td><td>33</td></tr> <tr><td>7</td><td>8</td><td>32</td></tr> <tr><td>6</td><td>9</td><td>31</td></tr> <tr><td>5</td><td>10</td><td>30</td></tr> <tr><td>4</td><td>11</td><td>29</td></tr> <tr><td>3</td><td>12</td><td>28</td></tr> <tr><td>2</td><td>13</td><td>27</td></tr> <tr><td>1</td><td>14</td><td>26</td></tr> <tr><td>0</td><td>15</td><td>25</td></tr> </table>			Days of Accumulated Sick Leave at Beginning of School Year	Number of Days that \$110.00 will be Deducted	Sick Bank Days Allowed At Full Pay	15 Plus	0	40	14	1	39	13	2	38	12	3	37	11	4	36	10	5	35	9	6	34	8	7	33	7	8	32	6	9	31	5	10	30	4	11	29	3	12	28	2	13	27	1	14	26	0	15	25
Days of Accumulated Sick Leave at Beginning of School Year	Number of Days that \$110.00 will be Deducted	Sick Bank Days Allowed At Full Pay																																																			
15 Plus	0	40																																																			
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POLICY—410.04—EMPLOYEE LEAVE (LICENSED)

DISTRICT CODE: 410.04	ADOPTED: 6.9.2020 (NEG)
RESCINDS: 410.4	ADOPTED: 5.8.2018

BOARD POLICY

1. It is the policy of the Board of Education to authorize the following leave benefits for licensed employees:
 - 1.1. alternative leave;
 - 1.2. bereavement leave;
 - 1.3. educational leave;
 - 1.4. extended family sick leave;
 - 1.5. personal leave paid;
 - 1.6. personal leave non-paid;
 - 1.7. sick leave; and
 - 1.8. employee-funded sick bank.
2. The Board authorizes the Superintendent and District Administration to establish administrative regulations consistent with this policy.

ADMIN-REG: 410.04-1	APPROVED: 6.9.20
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POLICY 410.04—EMPLOYEE LEAVE (LICENSED)

ADMINISTRATIVE REGULATION—410.04-1: (Alternative Leave)

Eligible licensed employees shall receive an alternative leave day each year.

Alternative leave shall be administered according to the following regulations:

1. Each eligible licensed employee shall be allowed one (1) day of alternative leave per year.
2. Employees taking alternative leave shall be required to pay a fee of \$110.00.
3. Alternative leave is non-accumulative.
4. Employees shall give at least one day's notice of the intent to take alternative leave.
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.



ADMIN-REG:
410.04-2

APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-2: (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.

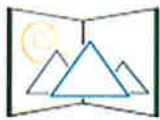
1. Employees who qualify for paid leave benefits shall be granted, for funeral and related issues, up to eight (8) days absence without pay deduction in the event of the death of a spouse, parent/step-parent, or child and any other child who is being or was parented by the employee and resides or resided in the home.
2. Employees shall be granted, for funeral and related issues, up to three (3) 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 attend to 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:
410.04-3

APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-3: (Educational Leave)

1. Definition: Educational leave is full-time study in a Licensed Professional Improvement Committee (LPIC) approved education program.
 - 1.1. Educational leave shall be granted for the ensuing contract year and shall not extend beyond two contract years.
 - 1.2. There shall be no compensation for this leave.
 - 1.3. The employee may arrange to continue his/her insurance program through the District. The employee shall pay for the full premium.
 - 1.4. The granting of educational leave shall not compel the employee to return to the District.



2. **Qualifications:** Educational leave may be granted to full-time employees who have been employed by the Canyons School District for a minimum of three (3) consecutive years.
3. **Application and Approval:** An application for educational leave shall be filed with the Human Resources Department by February 1 for the following school year. Applicants will be notified of approval or denial by March 1.
 - 3.1. 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.
 - 3.2. The application must contain a written recommendation from the applicant's immediate supervisor.
 - 3.3. Each request for educational leave shall be reviewed on an individual basis. 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 educational leave may or may not create a precedent or standard for other requests. As a result, an approval or denial for educational leave is not cause for filing a formal or informal grievance.
4. **Progress Report:** Employees on educational leave must submit a progress report to the LPIC by February 15 of the year for which the leave is granted.
 - 4.1. The progress 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 LPIC, the report will be forwarded to the Human Resources Department for staffing purposes.
5. **Evidence of Completion:** It is the responsibility of the employee to submit evidence of successful completion of his/her approved program to LPIC by August 1. Evidence may include: transcripts, outlines of studies, reports, etc.
6. **Return to Employment:** A candidate returning from successful completion of educational leave shall be guaranteed a comparable position in the District for which they are qualified.
 - 6.1. The employee shall advance on the salary schedule in the same manner as full-time employees based on the current negotiated agreement.
 - 6.2. The employee's leave accrued prior to educational leave shall be reinstated upon return.
 - 6.3. Educational leave shall not be considered a break in continuous service.
7. **Extenuating Circumstances:** An employee may return to employment as indicated in Return to Employment, Section 6 above, if the employee is unable to successfully complete the approved educational leave program for the following extenuating circumstances:
 - 7.1. maternity or adoption of a child;
 - 7.2. military service;
 - 7.3. illness;
 - 7.4. or other reason deemed appropriate by the LPIC.



8. **Employment Separation:** An employee who does not complete the approved educational leave, with the exception of Extenuating Circumstances as listed in Section 7, shall be deemed to have abandoned their position and voluntarily resigned from the District. The individual may reapply for open positions.

ADMIN-REG:
410.04-4

APPROVED:
TBD

ADMINISTRATIVE REGULATION—410.04-4: (Extended Family Sick Leave)

1. A licensed employee may convert up to five (5) accrued Sick Leave days, each school year, if the licensed employee has insufficient Family Sick Leave to care for the health care needs of immediate family members.
 - 1.1. Extended Family Sick Leave is accessed by submitting a time off request through the substitute management system and/or SKYWARD. The employee selects Sick Leave and writes in the notes section, "Extended Family Sick Leave," as well as the name and relationship of the family member.
2. Any additional leave must fall under the regulations of Policy—400.26—Family Medical Leave Act.

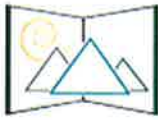
ADMIN-REG:
410.04-5

APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-5: (Personal Leave – Paid)

Employees are encouraged to avoid absenteeism.

1. Each eligible licensed employee of the district shall be given at least three (3) days per year personal leave at no cost to the employee (See, **Exhibit—1**, Leave Allocations & Clarification).
 - 1.1. Employees hired after a contract year has started shall receive personal leave benefits on a prorated basis for the remainder of that year.
 - 1.2. Employees who work a 196 or a 206-day contract will have days prorated according to the length of their contract. Employees who work a 242-day contract receive vacation leave in lieu of prorated personal leave.
 - 1.3. Each employee may accumulate unused personal leave. An employee may not use more than five (5) personal leave days in any contract year, except as provided in 410.4-6.
2. Except in unusual circumstances, prior notification must be given to the immediate supervisor at least one (1) day in advance.
3. Personal leave may be taken the day before or after a school holiday for licensed employees who work a 196 or 206-day contract.



4. Personal leaves may also be taken the day before or after a school holiday for the following specific reasons:
 - 4.1. Observance of religious holidays which fall on a regularly scheduled school calendar work day.
 - 4.2. To attend the following types of events:
 - 4.2.1. 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.
 - 4.2.2. Graduations of near relatives as defined in "3.2" above.
 - 4.2.3. Required court appearances,
 - 4.2.4. Deaths not covered by Bereavement Policy.
 - 4.3. Conferences and conventions which relate to the individual employee's work assignment and are not covered by the Professional Leave Policy.
5. Personal leaves may be taken the day before or after a school holiday for other reasons under the following stipulations:
 - 5.1. Licensed employees who request a personal leave day on the day before or after a school holiday shall be required to pay a fee of \$110.00 and apply for the leave at least five (5) working days in advance, except as follows:
 - 5.1.1. 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.
 - 5.1.2. 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.
 - 5.1.3. 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 a fee of \$110.00. Written notification will be sent to all applicants within two working days.
 - 5.1.4. Employees who have not submitted a request prior to the deadline will not be eligible to receive a full-pay personal leave day.
 - 5.1.5. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.
 - 5.1.6. 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 a fee of \$110.00.
6. 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:



- 6.1. 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.
- 6.2. To attend to personal or business matters which require the employee's attendance and scheduling is beyond the employee's control, e.g., required court attendance, child's graduation, etc.
7. Personal leave days may not be taken during the preparation or professional development days prior to the first day of school, but may, through collaboration with the principal/director, exchange one of these days for other non-contract hours.
8. Personal leave days may not be used during parent/teacher conferences, except in unusual circumstances with supervisor approval.
9. Personal leave days may not be used on make-up days as the result of employee job action.

ADMIN-REG:
410.04-6

APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-6: (Personal Leave-Non-Paid)

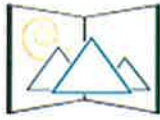
1. Employees shall be discouraged from requesting non-paid personal leave during the school year.
2. Should an employee have a compelling need for non-paid personal leave, a request must be made in writing to their immediate supervisor for notice and the Human Resources Department for approval. The request 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. Leave granted under this regulation 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 be absent from their assignment despite the denial shall be deemed to be have abandoned their position and voluntarily resigned their 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 could receive up to fifteen (15) half days in a three-year period.

ADMIN-REG:
410.04-7

APPROVED:
6.9.20

ADMINISTRATIVE REGULATION—410.04-7: (Sick Leave)

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



Definitions:

1. **Family Sick Leave:** Allocated on a yearly basis as outlined in **Exhibit—1**. This leave may be used for the employee's health care needs or the health care needs of the immediate family members.
2. **Sick Leave:** Any Family Sick Leave not used by the end of the school year becomes accrued Sick Leave accessible to the employee to use for their own health care needs in future school years.
3. **Immediate Family:** A 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.

10. Licensed employees with continuous service, shall be allocated sick leave in accordance with the following schedule: (See, **Exhibit—1**)

11. Calculating Sick Leave Allowances

- 11.1. 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 of the allocated days.)
- 11.2. 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.

12. 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.

- 12.1. Use of Sick Leave for Critical Family Care 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.
- 12.2. Licensed employees may not access Critical Family Care days until two (2) personal leave days, all vacation leave (if applicable), and all Family Leave days are used. Licensed employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) personal leave days in any contract year as set forth in this policy section 410.4-4.



12.3. In cases of extended critical illness, licensed employees may apply for additional days beyond the twelve (12) day allowance.

12.3.1. If circumstances warrant it, the Sick Leave Review Board may authorize up to three (3) additional Critical Family Care days equal to the number of unused Family Sick Leave available at the beginning of the critical illness.

Licensed employees who have exhausted two personal leave days, and the initial twelve (12) days of Critical Family Care days, but who must continue to deal with a critically ill family member (as defined above) may apply to the Sick Leave Review Board for additional days. One additional Critical Family Care day may be granted for each year of service in the District up to a maximum of fifteen (15) days.

13. Converting Sick Leave for Adoption.

13.1. A licensed employee who adopts a child may apply to convert up to thirty (30) 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 thirty (30) days of converted Sick Leave for Adoption at the time of physical custody of the child.

13.1.1. A licensed employee may use up to five (5) accrued Personal Leave days, beyond the maximum number of Personal Leave days that may be used in any contract year (See, Policy-410.4, Admin Reg 4.1.3), if the licensed employee has insufficient Sick Leave to convert for Adoption Leave.

13.2. Any additional leave must fall under the regulations of Policy—400.26—Family Medical Leave Act.

ADMIN-REG:
410.04-8

APPROVED:
TBD

ADMINISTRATIVE REGULATION—410.04-8: (Licensed Employee-Funded Sick Bank)

1. Establishment of Sick Leave Bank and Eligibility.

1.1. Each year, licensed employees who donate one (1) Family Sick day create a Sick Leave Bank.

1.2. To be eligible to participate in the sick bank a licensed employee must voluntarily donate annually one day of allocated Family Sick Leave to the Sick Leave Bank. Employees wishing to opt out of participation in the Sick Leave Bank must annually complete the appropriate form no later than September 1 of each school year.

2. Use of Sick Leave Bank



- 2.1. Sick Leave Bank 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.
- 2.2. Medically documented intermittent leave for long-term illness may be approved.
- 2.3. Days from the Sick Leave 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 Leave Bank are encouraged to apply to the Sick Leave Bank when they have more than 15 days of accrued Sick Leave left to avoid the deduction of a \$110.00 fee per day.
- 2.4. Licensed employees will be required to sign a release of medical information when making application to the Sick Leave Bank. Sick Leave Review Board members must sign a confidentiality agreement to protect licensed employees' medical information and confidentiality.
- 2.5. Employee-Funded Sick Leave Bank Benefit Level is determined by the number of sick leave day(s) consecutively donated to the Employee-Funded Sick Bank prior to requesting Sick Bank Leave.
 - 2.5.1. Level One Benefit - One (1) year of donation to the Sick Leave Bank
 - 2.5.2. Level Two Benefit - Two (2) consecutive years of donation to the Sick Leave Bank
 - 2.5.3. Level Three Benefit - Three (3) consecutive years of donation to the Sick Leave Bank
 - 2.5.4. Level Four Benefit - Four Plus (4+) consecutive years of donation to the Sick Leave Bank
- 2.6. A combination of consecutive years of donation to the Sick Leave Bank and accumulated sick leave days shall be used to determine the number of days of Sick Leave Bank which a licensed employee qualifies to receive and any pay loss to be sustained (see Exhibits 2 and 3).

ADMINISTRATIVE REGULATION (Sick Bank Leave Allowances)

1. Sick Bank Leave Allowances

- 1.1. Level One Benefit
 - 1.1.1. Level one benefit licensed employees shall be allowed up to 15 Sick Leave Bank days.
 - 1.1.2. A fee of \$110.00 shall be deducted from the first two days of Sick Leave Bank used.
- 1.2. Level Two Benefit
 - 1.2.1. Level two benefit licensed employees shall be allowed up to 15 Sick Leave Bank days at full pay according to **Exhibit—2.**



- 1.2.2. After all Sick Leave Bank days allowed according to the schedule listed under item (1.2.1) are used, level two benefit employees may be granted up to 10 additional Sick Leave Bank days if circumstances warrant it. A fee of \$110.00 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 level two benefit employees up to 20 additional days of Sick Leave Bank after all other Sick Leave Bank days provided under items (1.2.1 and 1.2.2) are exhausted. A fee of \$110.00 shall be deducted for each additional day used under this option.
 - 1.3. **Level Three Benefit**
 - 1.3.1. Level three benefit licensed employees shall be allowed up to 40 Sick Leave Bank days at full pay according to **Exhibit—3**.
 - 1.3.2. After all Sick Leave Bank days allowed according to the schedule listed under item (1.3.1) are used, level three benefit licensed employees may be granted up to 40 additional Sick Leave Bank days if circumstances warrant it. A fee of \$110.00 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 level three benefit licensed employees sufficient Sick Leave Bank days to cover their transition to long-term disability after all other Sick Leave Bank days provided under items (1.3.1) and (1.3.2) are exhausted. A fee of \$110.00 shall be deducted for each additional day used under this option.
 - 1.4. **Level Four Benefit**
 - 1.4.1. Level four benefit licensed employees with four or more years of service shall be allowed up to 120 days from the Sick Leave Bank at full pay less a fee of \$110.00 for each day the licensed employee falls below 15 days of accumulated Sick Leave at the beginning of the school year. (A fee of \$110.00 will be deducted for a maximum of 15 days.)
- 2. **Sick Bank Leave Limitations**
 - 2.1. Prior to granting Sick Leave Bank days, a licensed employee shall agree in writing to repay compensation received for Sick Leave Bank days used 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 Leave Bank 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 Leave Bank days are granted. Use of Sick Leave 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

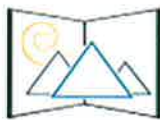
- 1.1. A Sick Leave Review Board shall be organized to review issues related to Sick Leave Bank usage and cases of suspected sick leave abuse.
- 1.2. The Sick Leave Review Board shall be composed of one administrator appointed by the superintendent and two members appointed by the president of the licensed 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:
 - 2.3.1. The Sick Leave days which were paid inappropriately shall be reclaimed from the licensed employee.
 - 2.3.2. The licensed employee may be suspended for up to 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 request, through the District's online



attendance website, 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 verification.

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. Licensed employees shall request leave through the District's online attendance website as soon as they know that they will be absent from work, so a substitute may be arranged, if needed.

REFERENCES

None

EXHIBITS

Exhibit—1—Leave Allocations and Clarifications
Exhibit—2—Level Two Benefit Licensed Employee
Exhibit—3—Level Three Benefit Licensed Employee

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.



Leave Allocations & Clarification

(Licensed)

Leave Allocations

	186	196	206	242
Alternative Leave	1	1	1	1
Personal Leave	3	3.125	3.25	3
Family Sick Leave*				
Years 1 - 5	9	9.375	9.875	9
Years 6 - 10	10	10.375	11	10
Years 11 - 15	11	11.5	12	11
Years 16+	12	12.5	13.125	12
Sick Leave^	^Accrued	^Accrued	^Accrued	^Accrued

Vacation Leave	n/a	n/a	n/a	20
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Maximum Accumulations:

Personal Leave	No Max	No Max	No Max	No Max
Sick Leave^	180	200	220	240
Vacation	n/a	n/a	n/a	30

Clarification

* Employees may use Family Sick Leave to attend to their own health care needs or the health care needs of immediate family members.

^ Any unused Family Sick Leave will be converted to accrued Sick Leave at the end of each contract year.

^ Employees may use accrued Sick Leave to attend to their own health care needs OR the health care needs of immediate family members as allowed under Extended Family Leave (see regulation four) or Critical Family Care (see regulation seven).

The number of leave days allocated to an employee is determined by the employee's hire date and the number of days remaining in the contract. The use of leave is prorated based upon the employee's FTE and the number of days the employee works in a given week, e.g.:

Licensed employees (.5 to 1.0 FTE) working every day request 1.0 per absence
 Part-time SLPs (.75 FTE) working four days per week request 1.25 per absence
 Part-time educators (.5 FTE) working every other day request 2.0 per absence
 Part-time educators (.5 FTE) working every day request 1.0 per absence

Employees on 186 day contracts must take leave in .5 increments

Employees on 196, 206, or 242 day contracts may take leave in .125 increments



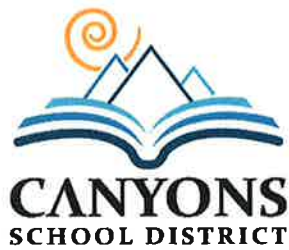
POLICY—410.04 EXHIBIT-2		Level Two Benefit Licensed Employee	
		ASSOCIATED CSD ADMINISTRATIVE REGULATION: 410.04-8	APPROVED: 5.8.2018 (NEG)
<p>Level two benefit licensed employees shall be allowed up to fifteen (15) sick bank days according to the following schedule:</p>			
Days of Accumulated Sick Leave at Beginning of School Year		Number of Days that \$110.00 will be Deducted	Sick Bank Days Allowed At Full Pay
13 plus		0	15
12		1	14
11		2	13
10		3	12
9		4	11
8		5	10

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



POLICY—410.04 EXHIBIT-3		Level Three Benefit Licensed Employee	
		ASSOCIATED CSD ADMINISTRATIVE REGULATION: 410.04-8	APPROVED: 5.8.2018 (NEG)
Level three benefit licensed employees shall be allowed up to forty (40) sick bank days according to the following schedule:			
Days of Accumulated Sick Leave at Beginning of School Year	Number of Days that \$110.00 will be Deducted	Sick Bank Days Allowed At Full Pay	
15 Plus	0	40	
14	1	39	
13	2	38	
12	3	37	
11	4	36	
10	5	35	
9	6	34	
8	7	33	

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Negotiations - Licensed (Contract Year 2021-2022)

Proposal

Canyons School District Administration proposes extending the Memorandum of Understanding, which suspended District policy 410.05 Fringe Benefits (Licensed) for the 2021-21 contract year and often referred to as the no absence incentive, for the 2021-2022 school year.

Rationale

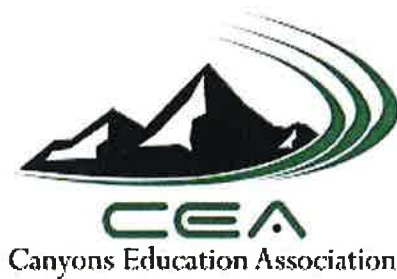
Due to the ongoing uncertainty of the COVID-19 pandemic and potential variants, both parties wish to encourage that only healthy employees come to work and to decrease possible exposure to students/staff and remove any incentive that encourages employees to come to work ill. Both parties agree to review this policy as part of negotiations for the 2022-2023 school year.

Memorandum of Understanding
Between
Canyons School District
&
Canyons Education Association

Date: 5/5/2021

For Canyons School District

For Canyons Education Association



Negotiations
Contract Year 2021-2022



Proposal

CEA and Canyons District propose adopting the changes to the following negotiated policies as recommended by the Policy Review Advisory Group (see attached redline and clean versions):

- 410.15 - Post-retirement Benefits

Rationale

The Policy Review Advisory Group has thoroughly vetted the changes included.

Tentative Agreement Between Canyons School District & Canyons Education Association	
 For Canyons School District	<u>4/21/21</u> Date
 For Canyons Education Association	<u>4/21/2021</u> Date



CANYONS

School District

CANYONS SCHOOL DISTRICT POLICY MANUAL

POLICY—410.15—DISTRICT POST-RETIREMENT BENEFITS

DISTRICT CODE:
410.15

ADOPTED:
10.16.07

RESCINDS:
DP373

ADOPTED:
3.21.06; 10.16.07

BOARD POLICY

It is the intent of the Board to:

1. Implement procedures for terminating District post-retirement benefits to employees.
2. Comply with the Age Discrimination in Employment Amendments of 1986 (P.L. No. 99-592). An employee's age shall not be a factor in determining separation from employment.
3. ~~Eliminate policies DP319-NEG, Retirement—Licensed (New Title—GCQE—Exhibit—2 Retirement Instructional Staff); DP319B-NEG, Retirement—ESP (New Title—Policy—GDQC—Retirement Support—ESP); DP320, Early Retirement Incentive for Administrators (Voluntary) (New Title—Policy GCQEA—Early Retirement Incentive for Administrators) and DP321-NEG, Early Retirement Incentive—Licensed (Voluntary) (New Title—GCQE—Exhibit—3—Early Retirement Incentive Instructional Staff) for any employee retiring after the start of their 2006-07 contract or any employee hired after July 1, 2006. If the employee retired with the District and the Utah Retirement Systems before the 2006-07 contract year, the following policies apply: DP319-NEG, DP319B-NEG, DP320 and DP321-NEG.~~
- 4.3. Provide a frozen benefit for employees hired prior to July 1, 2006.

***This policy only applies to employees who were hired before July 1, 2006, and who retire from the District and the Utah Retirement Systems after June 30, 2006.**

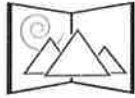
ADMIN-REG:
410.15-1

APPROVED:
3.21.06; 10.16.07

ADMINISTRATIVE REGULATION—410.15-1: (Eligibility)

This policy pertains to eligible employees who meet all of the following criteria:

1. Hired before July 1, 2006.
2. Was an active employee at the end of the 2005-06 contract year. Those on official leaves of absence or sabbatical leaves are considered active employees (however, for this policy, to determine the amount used and eligibility, refer to the previous year paid). Those on disability or personal leaves are not considered active employees since their employment was terminated at the time of their leave.



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CANYONS SCHOOL DISTRICT POLICY MANUAL

3. Retires from the District and under the provisions of the Utah State Retirement Systems, at the same time, after the beginning of the 2006-07 contract year.

ADMIN-REG:
410.15-2

APPROVED:
3.21.06; 10.16.07

ADMINISTRATIVE REGULATION—410.15-2: (Notification of Intent to Retire)

1. An employee must give notice of intent to retire in writing at least 30 days before the effective retirement date to the Human Resources Department to facilitate an appropriate time to hire a replacement for the position being vacated. Failure to do so will result in a \$500 penalty and a letter of unprofessional conduct placed in the employee's personnel file.
2. The Director of Payroll, or his/her designee, shall provide assistance to retiring District employees with their District retirement benefits. Application for State retirement benefits should be coordinated through the Utah Retirement Systems.

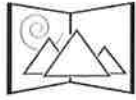
ADMIN-REG:
410.15-3

APPROVED:
3.21.06; 10.16.07

ADMINISTRATIVE REGULATION—410.15-3: (Scaling Down of Benefit Calculation)

1. Under each of the following cash payments (Sick and Personal Leave Bonus, \$75 per Year Service Credit, Cash in Lieu of Insurance, and Early Retirement Incentive) the calculated amount will be multiplied by the following factor. Those with 25 or more full-time equivalent contract years as of the end of the 2005-06 contract year will receive 100 percent of the calculated amount and those with less than 25 years have a 3.06 percent reduction for each year under 25 years as follows:

<u>Full-Time Equivalent Contract Years in Jordan School District at the End of the 2005-06 Contract Year.</u>	<u>Multiplication Factor</u>
25+	1.000
25	1.000
24	0.9694
23	0.9388
22	0.9082
21	0.8776
20	0.8470
19	0.8164
18	0.7858
17	0.7552
16	0.7246
15	0.6940
14	0.6634



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13	0.6328
12	0.6022
11	0.5716
10	0.5410
9	0.5104
8	0.4798
7	0.4492
6	0.4186
5	0.3880
4	0.3574
3	0.3268
2	0.2962
1	0.2656

ADMIN-REG:
410.15-4

APPROVED:
3.21.06; 10.16.07

ADMINISTRATIVE REGULATION—410.15-4: (Benefits)

The first three of the following benefits are applicable to all three employee groups (Licensed, ESP, and Administrative). The fourth benefit, Retirement Incentive, is only applicable to Administrative and Licensed employees.

1. **Sick and Personal Leave Bonus:** Eligible employees will be paid for unused sick, personal leave days, and alternative leave days up to the end of their 2005-06 contract. This will be paid at the time of retirement based on 30 percent for ESP and 25 percent for Licensed and Administrative employees' 2005-06 lane and step (daily rate).
 - 1.1. Daily rate at the end of the 2005-06 contract year is used for figuring the value of unused sick leave (Licensed use the standard 184-day contract - C salary schedule).
 - 1.2. Total eligible days will be computed at the rate of one (1) day per basic contract month from the date of continuous employment in the District up to the end of the 2005-06 contract. For example, nine (9) days per year for nine-month employees, 11 days per year for 11-month employees, and 12 days per year for 12-month employees.
 - 1.3. Sick days used, including sick bank days and family health days used, from the date of continuous employment in the District up to the end of the 2005-06 contract will be subtracted from the total possible accumulation. Emergency days used between July 1, 1993, and July 1, 1997, are also subtracted from the total accumulation.
 - 1.4. The maximum benefit is 180 days for nine-month employees, 220 days for 11-month employees, and 240 days for 12-month employees.
 - 1.5. Additional days will be added to this maximum benefit at the rate of two (2) days for each year (up to the end of the 2005-06 contract year) that no more than one (1) day of sick leave was used, including days deducted for sick leave bank and family sick days.



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- 1.6. Additional days will be added to this maximum benefit for Alternative Leave Days and Personal Leave Days not used up to the end of the 2005-06 contract year.
- 1.7. At the time of retirement, if an employee has fewer days available than were accrued at the end of the 2005-06 contract, then the incentive amount will be reduced to reflect the lower number of days.
 - 1.7.1. Example 1: An employee has his/her days figured according to the above outlined formula (A. through F.) and has 106 total days allowed for the sick leave payout at the end of the 2005-06 school year. In the 2006-07 school year if the employee accrued 15 new sick leave days and used 25 sick leave days and then retired at the end of the school year, the employee total days allowed of 106 would be reduced to 96 days for the retirement payout.
 - 1.7.2. Example 2: An employee has reached the maximum days allowed for his/her contract and does not show any new accrued days. At the time of retirement a calculation will be done to show what days would have accrued if the employee had not reached the maximum allowed. These examples show an employee whose maximum days allowed is 180 and works until the 2013-14 school year before retiring:
 - 1.7.3. Employee A: Would have earned 15 days per year during eight additional years of employment equaling 120 days and during the eight-year period used 50 days. There is no change from the retirement sick leave calculated at the end of 2005-06.
 - 1.7.4. Employee B: Accrued 15 days during the eight more years of employment equaling 120 but his/her usage during the eight-year period amounted to 150 days. His/her calculated sick leave retirement benefit would be reduced by 30 days.
- 1.8. Employees will continue to accrue leave days beyond the 2005-06 contract.
- 1.9. Retirees with 25 years of service with the Utah State Retirement Systems have the option of authorizing the District to use the sick and personal leave bonus and the \$75 per year service award to purchase additional service credit for the employee through the State Retirement System. Compensation used to purchase service credit is not reported as income to the employee.
- 1.10. The above calculated dollar amount will be multiplied by the applicable factor in item C.

Note: This formula for retirement benefit has no relationship to the amount of available eligible sick leave days shown on the Time and Attendance Report or on the employee's check stub.

2. \$75 per Year Service Award:

- 2.1. At the time of retirement, a one-time payment will be made of \$75 for each year of service in Jordan School District up to the end of the 2005-06 contract year. This dollar amount will be multiplied by the applicable factor in item C. (For example,



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24.68 years multiplied by \$75 equals \$1,851 multiplied by the applicable yearly factor (0.9694) equals a one-time payment of \$1,794.)

3. Cash in Lieu of Health and Life Insurance Benefits for Retirees

3.1. Health and Life Insurance

- 3.1.1. Employees working fewer than four hours per day (at the end of the 2005-06 contract year) are not eligible for this retiree insurance benefit.
- 3.1.2. This benefit shall be calculated using contracted full-time equivalent years of service in Jordan School District. Years of service will be calculated on full-time equivalents; e.g. two years of half-time service equal one year of full-time service, up to the end of the 2005-06 contract year.
- 3.1.3. The amount paid to the retiree shall be based on the 2005-06 District paid composite rate of insurance of \$7,560 per insurance year earned and the current District Medicare supplemental rate (not less than \$1,812 a year and not to exceed \$7,560 a year) per insurance year earned beyond the age of Medicare eligibility (in 2005-06, age 65). If the District does not have a Medicare supplemental rate, the rate to be used will be based on \$1,812 for 2006-07 and will increase five percent for each year thereafter (not to exceed \$7,560 a year) as follows:

2006-07	\$1,812	2022-23	\$3,955
2007-08	\$1,903	2023-24	\$4,153
2008-09	\$1,998	2024-25	\$4,361
2009-10	\$2,098	2025-26	\$4,579
2010-11	\$2,202	2026-27	\$4,808
2011-12	\$2,313	2027-28	\$5,048
2012-13	\$2,428	2028-29	\$5,301
2013-14	\$2,550	2029-30	\$5,566
2014-15	\$2,667	2030-31	\$5,844
2015-16	\$2,881	2031-32	\$6,136
2016-17	\$2,952	2032-33	\$6,443
2017-18	\$3,099	2033-34	\$6,765
2018-19	\$3,254	2034-35	\$7,103
2019-20	\$3,417	2035-36	\$7,458
2020-21	\$3,588	2036-37	\$7,560
2021-22	\$3,767		

*For example, if the employee retires at age 63 and has 4.80 insurance years, the retiree would receive two years at \$7,560 a year and 2.80 years at the current supplemental rate, or the amount above if no District rate is available (no less than \$1,812 and not to exceed \$7,560) per year.

- 3.1.4. The number of insurance years to be paid shall be computed by multiplying the full-time equivalent years in the District by 0.2 and rounding to the nearest



month. For example, 24.25 years in the District equals 4.85 years of insurance which rounds to 58 months.

- 3.1.5. The amount calculated above will be paid to the employee over the same period of time calculated in item (4) above in monthly installments as earnings (which is taxable). If, in the future, other payment options become legal (as determined by District legal counsel or the IRS) and appropriate (i.e. tax deferred, health savings account, flex plan) the District will allow such options.
- 3.1.6. Employees who complete their contract and retire effective at the end of their contract year shall be covered under their regular contract insurance plan to the end of the contract year. The cash in lieu of retiree insurance coverage shall commence with the next contract year and shall continue for the number of years indicated by item (4) above.
- 3.1.7. Should an employee retire before the end of the contract year, their employee health insurance coverage terminates on the last day of employment. The payments for the cash in lieu of insurance coverage begin the following month.
- 3.1.8. The above calculated dollar amount will be multiplied by the applicable factor in item C.

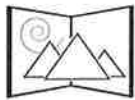
3.2. Insurance Lump-Sum Payout

- 3.2.1. The retiree may choose to receive the entire insurance benefit in one lump-sum payment. The lump-sum payment will be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings. If this option is chosen, and the retiree returns to District employment during the calculated payout period, the employee is not eligible for District-paid insurance. The employee may at his/her option purchase health insurance at the retiree insurance rate (not the employee insurance rate).
- 3.2.2. Insurance monies received in a lump sum are taxable. These funds, once paid to the employee, may be used at the employee's discretion, including the purchase of retirement credit.

3.3. Insurance benefits for retirees enrolled in COBRA

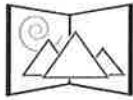
- 3.3.1. Upon retirement, the employee may elect to receive insurance benefits through COBRA. This is a federal law requiring employers to give former employees and their dependents the option to purchase insurance from the former employer at the rate of 102 percent of the premium cost for 18 months. For more information on COBRA coverage and how it affects the spouse or dependents of the employee, please contact the Insurance Department.

- 3.4. Retiree Purchase of Insurance: Beginning with the 2006-07 contract year, those employed at the end of the 2005-06 contract year, who later retire with the Utah State Retirement Systems and Canyons School District at the same time, will be able



to purchase health insurance through Canyons School District using the following guidelines:

- 3.4.1. Retirees must have worked ten (10) full-time equivalent years in Jordan/Canyons School District by the time they retire (including years before and after the 2005-06 contract year) to qualify for the retiree health insurance benefit.
- 3.4.2. Health insurance must be continuous from the date of retirement. Any lapse in coverage will cause forfeiture of the benefit.
- 3.4.3. The retiree must remain on the health insurance plan for eligible dependents to enroll.
- 3.4.4. The retiree must elect COBRA coverage at 102 percent of the yearly premium amount for the first 18 months after retirement.
- 3.4.5. After COBRA coverage has ended, the health insurance premiums for retirees will be based upon 110 percent of the current yearly premium for the next six months.
- 3.4.6. After the 110 percent six-month period has ended, the health insurance premiums for retirees will be based upon a percentage added to the yearly premium. The percentage added to the yearly District premium will be reassessed annually and be based on the average of the three prior years of actual retiree claims data.
- 3.4.7. A retiree, or his/her dependents, are no longer eligible to purchase District insurance coverage upon the death of the retiree or when the retiree becomes Medicare eligible. (COBRA coverage will be offered to eligible dependents.)
- 3.4.8. If the employee had dual coverage during employment (i.e. spouse working for the District as well), and the couple purchases couple coverage into retirement and the spouse dies, the retiree will have the option to purchase insurance as if he/she chose single coverage when he/she retired, unless the retiree took the insurance lump-sum payout.
- 3.4.9. If the retiree returns to Canyons School District employment and works beyond earned months of the insurance payout and then terminates employment, the retiree will be given a COBRA offer for the continuation of insurance for up to 18 months. Beyond COBRA coverage, the retired employee will no longer be eligible to purchase further insurance coverage.
- 3.5. All District insurance benefits, including the cash in lieu of insurance coverage, terminate at the time of the retiree's death.
- 3.6. If a retiree returns to Canyons School District employment while still eligible for the cash in lieu of insurance payout, the retiree may choose District-provided health insurance or continue receiving the cash in lieu payment.
 - 3.6.1. The payout months will run concurrent with active months.
 - 3.6.2. The payout months will not be postponed or delayed while actively employed.



3.7. Future changes in federal or state law can change this benefit. It is not the intent for this policy to be given in addition to obligations mandated or provided by governing bodies in the future (e.g. state or national health plans). Under these circumstances the employee will no longer be eligible for this cash in lieu of insurance payment.

4. **Retirement Incentive**

- 4.1. Only Licensed and Administrative Employees as of the end of the 2005-06 contract year, who later retire with the District under the provisions of the Utah Retirement Systems, are eligible for this benefit.
- 4.2. Employees working fewer than four hours per day (at the end of the 2005-06 contract year) are not eligible for this retiree benefit.
- 4.3. This benefit shall be calculated using contracted full-time equivalent years of service in Jordan School District. Years of service will be calculated on full-time equivalents (e.g. two (2) years of half-time service equal one (1) year of full-time service) up to the end of the 2005-06 contract year.
- 4.4. For a period of time described below:
 - 4.4.1. Licensed retirees will receive a percentage of the difference between Lane A, Step 1, of the 2005-06 Teachers Salary Schedule C (see attached schedule) and that lane and step which the employee was on at the end of the 2005-06 contract year. Retirees paid on any other salary schedule shall have their salary placement converted to the full-time equivalent lane and step on the C schedule to calculate this benefit.
 - 4.4.2. Administrative retirees will receive a percentage of the difference between Lane A, Step 1, of the 2005-06 Teachers Salary Schedule C (see attached schedule) and Lane G, Step 25 of the 2005-06 Teachers Salary Schedule C, plus 10 percent of the difference between the Administrator's 2005-06 salary and the amount on Lane G, Step 25, of the 2005-06 Teachers Salary Schedule C.
- 4.5. The percentage referred to in item d. above shall be the lower of 58 percent or 1.93333 percent for each year in the District. For example, 24.25 years equals 46.88 percent.
- 4.6. The above calculated amount will be multiplied by the applicable factor in item C.
- 4.7. The amount calculated above is paid for four (4) years. Upon retirement, an employee has four options:
 - 4.7.1. An employee retiring during the contract year will be paid monthly commencing the month following the actual retirement date. Employees retiring at the end of the contract year will receive a monthly entitlement commencing with the July 1 pay period.
 - 4.7.2. The retiree may authorize the District to purchase additional service credit for the employee through the State Retirement Systems as allowed by the Utah State Retirement Systems and Utah State law (See Senate Bill 34 passed by the State Legislature in 1995). The lump sum amount used to procure retirement credit shall be discounted by the prime interest rate (at the end of the previous



quarter) plus two percent for each year to offset the District's loss of interest earnings.

4.7.3. The retiree may receive the monthly benefit for the remainder of the current fiscal year (ending June 30) in a lump sum payment. The prime interest rate (at the end of the previous quarter) plus two percent will be imposed to offset the District's loss of interest earnings.

4.7.4. The retiree may receive the entire retirement in one lump sum. The lump sum payment will be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings.

4.8. If the retiree should die at any point between actual retirement and the four-year entitlement, a one-time lump sum death benefit payment still due the retiree will be paid to the designated surviving beneficiary as listed at the time of retirement on District life insurance forms, unless a change in beneficiary status has been filed with the District. The lump sum payment will be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings.

ADMIN-REG:
410.15-5

APPROVED:
3.21.06; 10.16.07

ADMINISTRATIVE REGULATION—410.15-5: (Post Retirement)

If an employee has retired under the Utah State Retirement Act and desires to be rehired, he/she must meet the provisions of Title 49 of the Utah Code, effective ~~March 16, 2000~~ July 1, 2011:

1. A person who has previously retired from one of the State Retirement Systems and returns to work full time for the same any URS participating employer within six months one year of retirement shall (a) cancel the retirement benefit and return to membership in the retirement system and (b) accrue additional service credit toward a future retirement. A retired employee under age 65 who returns to work less than full-time within six months of retiring is subject to an earnings limitation: continue to receive their pension provided the employee does not: 1) exceed the earnings limitation set by the Utah Retirement System in the new position; and 2) receive any employer provided benefits, including but not limited to: medical insurance, dental insurance, paid time off, annual leave, sick leave, other insurance benefits, excluding workers' compensation during a one-year limitation period. The earnings limitation and employer benefit limitation time-period begins the last day the employee worked in the State Retirement Systems and continues for a one (1) year period.

1-2. A person returning to work after one (1) year of retirement is eligible to receive their pension benefit and full salary and benefits from the new position.

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2. ~~A person who retires and returns to work as in item 1. above after six months from the date of retirement may keep the retirement benefit as well as the salary. In this case, a person rehired after six months of retirement shall also have a contribution to a Utah Retirement Systems defined contribution (DC) plan made for them in the same amount as the employer contributes for similar positions.~~
3. Retirees desiring to be rehired by the District must make application to Canyons School District.
4. Employees who have retired and are then rehired will not be placed on a step/~~increment~~ level greater than:
 - 4.1. ESP employees – Step ~~3 Lane-B 4~~
 - 4.2. Licensed employees – ~~Step 9~~ Increment Level 15
 - 4.3. Administrative employees – Step 5

This provision does not supersede policies ~~400.06—Hiring Personnel or DP307, Staff Selection, Promotion, and Salary Placement—ESP—(New Title: Policy—GDF—Support Staff Hiring provision 4.5); and DP309 NEG, 410.07—Salary Guidelines (6) (New Title: Policy—GCB—Salary Guidelines provision 6).~~

5. A person who retires and returns to work for Canyons School District while still eligible for the cash in lieu of insurance payout, ~~the retiree may must~~ choose ~~between the~~ District-provided health insurance or continue receiving the cash in lieu payout.
6. Employees who have retired and are then rehired after ~~six months one year serve one year as a~~ are provisional employees and all policies regarding provisional status must be followed.
7. Retired employees who are rehired are subject to the provisions of the Utah State Retirement Act, and are, therefore, ineligible to earn a second retirement (e.g. if the employee retired from another state agency and then came to Canyons, they are ineligible for Canyons retirement benefits).

EXHIBITS

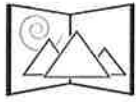
- 410.15—Exhibit—1: (2005-2006 – Jordan School District Salary Schedule C)
~~410.15—Exhibit—2: Resignation of Instructional Staff (Licensed)~~
~~410.15—Exhibit—3: Early Retirement Incentive—Instructional Staff (Voluntary)~~

REFERENCES

None

FORMS

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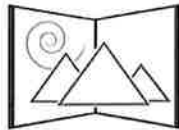
CANYONS
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**CANYONS SCHOOL DISTRICT
POLICY MANUAL**

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.



x

POLICY—410.15—DISTRICT POST-RETIREMENT BENEFITS

DISTRICT CODE:
410.15

ADOPTED:
10.16.07

RESCINDS:
DP373

ADOPTED:
3.21.06; 10.16.07

BOARD POLICY

It is the intent of the Board to:

1. Implement procedures for terminating District post-retirement benefits to employees.
2. Comply with the Age Discrimination in Employment Amendments of 1986 (P.L. No. 99-592). An employee's age shall not be a factor in determining separation from employment.
3. Provide a frozen benefit for employees hired prior to July 1, 2006.

***This policy only applies to employees who were hired before July 1, 2006, and who retire from the District and the Utah Retirement Systems after June 30, 2006.**

ADMIN-REG:
410.15-1

APPROVED:
3.21.06; 10.16.07

ADMINISTRATIVE REGULATION—410.15-1: (Eligibility)

This policy pertains to eligible employees who meet all of the following criteria:

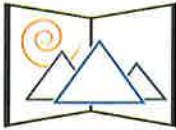
1. Hired before July 1, 2006.
2. Was an active employee at the end of the 2005-06 contract year. Those on official leaves of absence or sabbatical leaves are considered active employees (however, for this policy, to determine the amount used and eligibility, refer to the previous year paid). Those on disability or personal leaves are not considered active employees since their employment was terminated at the time of their leave.
3. Retires from the District and under the provisions of the Utah State Retirement Systems, at the same time, after the beginning of the 2006-07 contract year.

ADMIN-REG:
410.15-2

APPROVED:
3.21.06; 10.16.07

ADMINISTRATIVE REGULATION—410.15-2: (Notification of Intent to Retire)

1. An employee must give notice of intent to retire in writing at least 30 days before the effective retirement date to the Human Resources Department to facilitate an appropriate time to hire a replacement for the position being vacated. Failure to do so



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will result in a \$500 penalty and a letter of unprofessional conduct placed in the employee's personnel file.

2. The Director of Payroll, or his/her designee, shall provide assistance to retiring District employees with their District retirement benefits. Application for State retirement benefits should be coordinated through the Utah Retirement Systems.

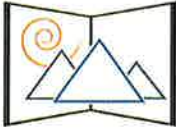
ADMIN-REG:
410.15-3

APPROVED:
3.21.06; 10.16.07

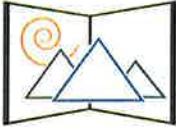
ADMINISTRATIVE REGULATION—410.15-3: (Scaling Down of Benefit Calculation)

1. Under each of the following cash payments (Sick and Personal Leave Bonus, \$75 per Year Service Credit, Cash in Lieu of Insurance, and Early Retirement Incentive) the calculated amount will be multiplied by the following factor. Those with 25 or more full-time equivalent contract years as of the end of the 2005-06 contract year will receive 100 percent of the calculated amount and those with less than 25 years have a 3.06 percent reduction for each year under 25 years as follows:

<u>Full-Time Equivalent Contract Years in Jordan School District at the End of the 2005-06 Contract Year:</u>	<u>Multiplication Factor</u>
25+	1.000
25	1.000
24	0.9694
23	0.9388
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3	0.3268
2	0.2962



1	0.2656	
	ADMIN-REG: 410.15-4	APPROVED: 3.21.06; 10.16.07
ADMINISTRATIVE REGULATION—410.15-4: (Benefits)		
<p>The first three of the following benefits are applicable to all three employee groups (Licensed, ESP, and Administrative). The fourth benefit, Retirement Incentive, is only applicable to Administrative and Licensed employees.</p>		
<p>1. Sick and Personal Leave Bonus: Eligible employees will be paid for unused sick, personal leave days, and alternative leave days up to the end of their 2005-06 contract. This will be paid at the time of retirement based on 30 percent for ESP and 25 percent for Licensed and Administrative employees' 2005-06 lane and step (daily rate).</p> <p>1.1. Daily rate at the end of the 2005-06 contract year is used for figuring the value of unused sick leave (Licensed use the standard 184-day contract - C salary schedule).</p> <p>1.2. Total eligible days will be computed at the rate of one (1) day per basic contract month from the date of continuous employment in the District up to the end of the 2005-06 contract. For example, nine (9) days per year for nine-month employees, 11 days per year for 11-month employees, and 12 days per year for 12-month employees.</p> <p>1.3. Sick days used, including sick bank days and family health days used, from the date of continuous employment in the District up to the end of the 2005-06 contract will be subtracted from the total possible accumulation. Emergency days used between July 1, 1993, and July 1, 1997, are also subtracted from the total accumulation.</p> <p>1.4. The maximum benefit is 180 days for nine-month employees, 220 days for 11-month employees, and 240 days for 12-month employees.</p> <p>1.5. Additional days will be added to this maximum benefit at the rate of two (2) days for each year (up to the end of the 2005-06 contract year) that no more than one (1) day of sick leave was used, including days deducted for sick leave bank and family sick days.</p> <p>1.6. Additional days will be added to this maximum benefit for Alternative Leave Days and Personal Leave Days not used up to the end of the 2005-06 contract year.</p> <p>1.7. At the time of retirement, if an employee has fewer days available than were accrued at the end of the 2005-06 contract, then the incentive amount will be reduced to reflect the lower number of days.</p> <p>1.7.1. Example 1: An employee has his/her days figured according to the above outlined formula (A. through F.) and has 106 total days allowed for the sick leave payout at the end of the 2005-06 school year. In the 2006-07 school year if the employee accrued 15 new sick leave days and used 25 sick leave days and then</p>		



retired at the end of the school year, the employee total days allowed of 106 would be reduced to 96 days for the retirement payout.

1.7.2. Example 2: An employee has reached the maximum days allowed for his/her contract and does not show any new accrued days. At the time of retirement a calculation will be done to show what days would have accrued if the employee had not reached the maximum allowed. These examples show an employee whose maximum days allowed is 180 and works until the 2013-14 school year before retiring:

1.7.3. Employee A: Would have earned 15 days per year during eight additional years of employment equaling 120 days and during the eight-year period used 50 days. There is no change from the retirement sick leave calculated at the end of 2005-06.

1.7.4. Employee B: Accrued 15 days during the eight more years of employment equaling 120 but his/her usage during the eight-year period amounted to 150 days. His/her calculated sick leave retirement benefit would be reduced by 30 days.

1.8. Employees will continue to accrue leave days beyond the 2005-06 contract.

1.9. Retirees with 25 years of service with the Utah State Retirement Systems have the option of authorizing the District to use the sick and personal leave bonus and the \$75 per year service award to purchase additional service credit for the employee through the State Retirement System. Compensation used to purchase service credit is not reported as income to the employee.

1.10. The above calculated dollar amount will be multiplied by the applicable factor in item C.

Note: This formula for retirement benefit has no relationship to the amount of available eligible sick leave days shown on the Time and Attendance Report or on the employee's check stub.

2. \$75 per Year Service Award:

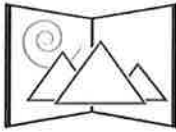
2.1. At the time of retirement, a one-time payment will be made of \$75 for each year of service in Jordan School District up to the end of the 2005-06 contract year. This dollar amount will be multiplied by the applicable factor in item C. (For example, 24.68 years multiplied by \$75 equals \$1,851 multiplied by the applicable yearly factor (0.9694) equals a one-time payment of \$1,794.)

3. Cash in Lieu of Health and Life Insurance Benefits for Retirees

3.1. Health and Life Insurance

3.1.1. Employees working fewer than four hours per day (at the end of the 2005-06 contract year) are not eligible for this retiree insurance benefit.

3.1.2. This benefit shall be calculated using contracted full-time equivalent years of service in Jordan School District. Years of service will be calculated on full-time



equivalents; e.g. two years of half-time service equal one year of full-time service, up to the end of the 2005-06 contract year.

- 3.1.3. The amount paid to the retiree shall be based on the 2005-06 District paid composite rate of insurance of \$7,560 per insurance year earned and the current District Medicare supplemental rate (not less than \$1,812 a year and not to exceed \$7,560 a year) per insurance year earned beyond the age of Medicare eligibility (in 2005-06, age 65). If the District does not have a Medicare supplemental rate, the rate to be used will be based on \$1,812 for 2006-07 and will increase five percent for each year thereafter (not to exceed \$7,560 a year) as follows:

2006-07	\$1,812	2022-23	\$3,955
2007-08	\$1,903	2023-24	\$4,153
2008-09	\$1,998	2024-25	\$4,361
2009-10	\$2,098	2025-26	\$4,579
2010-11	\$2,202	2026-27	\$4,808
2011-12	\$2,313	2027-28	\$5,048
2012-13	\$2,428	2028-29	\$5,301
2013-14	\$2,550	2029-30	\$5,566
2014-15	\$2,667	2030-31	\$5,844
2015-16	\$2,881	2031-32	\$6,136
2016-17	\$2,952	2032-33	\$6,443
2017-18	\$3,099	2033-34	\$6,765
2018-19	\$3,254	2034-35	\$7,103
2019-20	\$3,417	2035-36	\$7,458
2020-21	\$3,588	2036-37	\$7,560
2021-22	\$3,767		

*For example, if the employee retires at age 63 and has 4.80 insurance years, the retiree would receive two years at \$7,560 a year and 2.80 years at the current supplemental rate, or the amount above if no District rate is available (no less than \$1,812 and not to exceed \$7,560) per year.

- 3.1.4. The number of insurance years to be paid shall be computed by multiplying the full-time equivalent years in the District by 0.2 and rounding to the nearest month. For example, 24.25 years in the District equals 4.85 years of insurance which rounds to 58 months.
- 3.1.5. The amount calculated above will be paid to the employee over the same period of time calculated in item (4) above in monthly installments as earnings (which is taxable). If, in the future, other payment options become legal (as determined by District legal counsel or the IRS) and appropriate (i.e. tax deferred, health savings account, flex plan) the District will allow such options.
- 3.1.6. Employees who complete their contract and retire effective at the end of their contract year shall be covered under their regular contract insurance plan to the



end of the contract year. The cash in lieu of retiree insurance coverage shall commence with the next contract year and shall continue for the number of years indicated by item (4) above.

3.1.7. Should an employee retire before the end of the contract year, their employee health insurance coverage terminates on the last day of employment. The payments for the cash in lieu of insurance coverage begin the following month.

3.1.8. The above calculated dollar amount will be multiplied by the applicable factor in item C.

3.2. Insurance Lump-Sum Payout

3.2.1. The retiree may choose to receive the entire insurance benefit in one lump-sum payment. The lump-sum payment will be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings. If this option is chosen, and the retiree returns to District employment during the calculated payout period, the employee is not eligible for District-paid insurance. The employee may at his/her option purchase health insurance at the retiree insurance rate (not the employee insurance rate).

3.2.2. Insurance monies received in a lump sum are taxable. These funds, once paid to the employee, may be used at the employee's discretion, including the purchase of retirement credit.

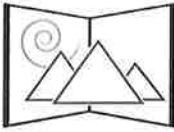
3.3. Insurance benefits for retirees enrolled in COBRA

3.3.1. Upon retirement, the employee may elect to receive insurance benefits through COBRA. This is a federal law requiring employers to give former employees and their dependents the option to purchase insurance from the former employer at the rate of 102 percent of the premium cost for 18 months. For more information on COBRA coverage and how it affects the spouse or dependents of the employee, please contact the Insurance Department.

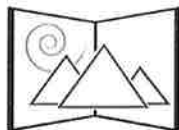
3.4. Retiree Purchase of Insurance: Beginning with the 2006-07 contract year, those employed at the end of the 2005-06 contract year, who later retire with the Utah State Retirement Systems and Canyons School District at the same time, will be able to purchase health insurance through Canyons School District using the following guidelines:

3.4.1. Retirees must have worked ten (10) full-time equivalent years in Jordan/Canyons School District by the time they retire (including years before and after the 2005-06 contract year) to qualify for the retiree health insurance benefit.

3.4.2. Health insurance must be continuous from the date of retirement. Any lapse in coverage will cause forfeiture of the benefit.



- 3.4.3. The retiree must remain on the health insurance plan for eligible dependents to enroll.
- 3.4.4. The retiree must elect COBRA coverage at 102 percent of the yearly premium amount for the first 18 months after retirement.
- 3.4.5. After COBRA coverage has ended, the health insurance premiums for retirees will be based upon 110 percent of the current yearly premium for the next six months.
- 3.4.6. After the 110 percent six-month period has ended, the health insurance premiums for retirees will be based upon a percentage added to the yearly premium. The percentage added to the yearly District premium will be reassessed annually and be based on the average of the three prior years of actual retiree claims data.
- 3.4.7. A retiree, or his/her dependents, are no longer eligible to purchase District insurance coverage upon the death of the retiree or when the retiree becomes Medicare eligible. (COBRA coverage will be offered to eligible dependents.)
- 3.4.8. If the employee had dual coverage during employment (i.e. spouse working for the District as well), and the couple purchases couple coverage into retirement and the spouse dies, the retiree will have the option to purchase insurance as if he/she chose single coverage when he/she retired, unless the retiree took the insurance lump-sum payout.
- 3.4.9. If the retiree returns to Canyons School District employment and works beyond earned months of the insurance payout and then terminates employment, the retiree will be given a COBRA offer for the continuation of insurance for up to 18 months. Beyond COBRA coverage, the retired employee will no longer be eligible to purchase further insurance coverage.
- 3.5. All District insurance benefits, including the cash in lieu of insurance coverage, terminate at the time of the retiree's death.
- 3.6. If a retiree returns to Canyons School District employment while still eligible for the cash in lieu of insurance payout, the retiree may choose District-provided health insurance or continue receiving the cash in lieu payment.
 - 3.6.1. The payout months will run concurrent with active months.
 - 3.6.2. The payout months will not be postponed or delayed while actively employed.
- 3.7. Future changes in federal or state law can change this benefit. It is not the intent for this policy to be given in addition to obligations mandated or provided by governing bodies in the future (e.g. state or national health plans). Under these circumstances the employee will no longer be eligible for this cash in lieu of insurance payment.
- 4. Retirement Incentive
 - 4.1. Only Licensed and Administrative Employees as of the end of the 2005-06 contract year, who later retire with the District under the provisions of the Utah Retirement Systems, are eligible for this benefit.
 - 4.2. Employees working fewer than four hours per day (at the end of the 2005-06 contract year) are not eligible for this retiree benefit.



- 4.3. This benefit shall be calculated using contracted full-time equivalent years of service in Jordan School District. Years of service will be calculated on full-time equivalents (e.g. two (2) years of half-time service equal one (1) year of full-time service) up to the end of the 2005-06 contract year.
- 4.4. For a period of time described below:
- 4.4.1. Licensed retirees will receive a percentage of the difference between Lane A, Step 1, of the 2005-06 Teachers Salary Schedule C (see attached schedule) and that lane and step which the employee was on at the end of the 2005-06 contract year. Retirees paid on any other salary schedule shall have their salary placement converted to the full-time equivalent lane and step on the C schedule to calculate this benefit.
- 4.4.2. Administrative retirees will receive a percentage of the difference between Lane A, Step 1, of the 2005-06 Teachers Salary Schedule C (see attached schedule) and Lane G, Step 25 of the 2005-06 Teachers Salary Schedule C, plus 10 percent of the difference between the Administrator's 2005-06 salary and the amount on Lane G, Step 25, of the 2005-06 Teachers Salary Schedule C.
- 4.5. The percentage referred to in item d. above shall be the lower of 58 percent or 1.93333 percent for each year in the District. For example, 24.25 years equals 46.88 percent.
- 4.6. The above calculated amount will be multiplied by the applicable factor in item C.
- 4.7. The amount calculated above is paid for four (4) years. Upon retirement, an employee has four options:
- 4.7.1. An employee retiring during the contract year will be paid monthly commencing the month following the actual retirement date. Employees retiring at the end of the contract year will receive a monthly entitlement commencing with the July 1 pay period.
- 4.7.2. The retiree may authorize the District to purchase additional service credit for the employee through the State Retirement Systems as allowed by the Utah State Retirement Systems and Utah State law (See Senate Bill 34 passed by the State Legislature in 1995). The lump sum amount used to procure retirement credit shall be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings.
- 4.7.3. The retiree may receive the monthly benefit for the remainder of the current fiscal year (ending June 30) in a lump sum payment. The prime interest rate (at the end of the previous quarter) plus two percent will be imposed to offset the District's loss of interest earnings.
- 4.7.4. The retiree may receive the entire retirement in one lump sum. The lump sum payment will be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings.



4.8. If the retiree should die at any point between actual retirement and the four-year entitlement, a one-time lump sum death benefit payment still due the retiree will be paid to the designated surviving beneficiary as listed at the time of retirement on District life insurance forms, unless a change in beneficiary status has been filed with the District. The lump sum payment will be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings.

ADMIN-REG:
410.15-5

APPROVED:
3.21.06; 10.16.07

ADMINISTRATIVE REGULATION—410.15-5: (Post Retirement)

If an employee has retired under the Utah State Retirement Act and desires to be rehired, he/she must meet the provisions of Title 49 of the Utah Code, effective July 1, 2011:

1. A person who has previously retired from one of the State Retirement Systems and returns to work full time for any URS participating employer **within** one year of retirement shall continue to receive their pension provided the employee does not; 1) exceed the earnings limitation set by the Utah Retirement System in the new position; and 2) receive any employer provided benefits, including but not limited to: medical insurance, dental insurance, paid time off, annual leave, sick leave, other insurance benefits, excluding workers' compensation during a one-year limitation period. The earnings limitation and employer benefit limitation time-period begins the last day the employee worked in the State Retirement Systems and continues for a one (1) year period.
2. A person returning to work **after** one (1) year of retirement is eligible to receive their pension benefit and full salary and benefits from the new position.
3. Retirees desiring to be rehired by the District must make application to Canyons School District.
4. Employees who have retired and are then rehired will not be placed on a step/increment level greater than:
 - 4.1. ESP employees – Step 4
 - 4.2. Licensed employees – Increment Level 15
 - 4.3. Administrative employees – Step 5

This provision does not supersede policies 400.06—Hiring Personnel or and 410.07--Salary Guidelines (6)

5. A person who retires and returns to work for Canyons School District while still eligible for the cash in lieu of insurance payout, must choose between the District-provided health insurance or continue receiving the cash in lieu payout.



6. Employees who have retired and are then rehired after one year are provisional employees and all policies regarding provisional status must be followed.
7. Retired employees who are rehired are subject to the provisions of the Utah State Retirement Act, and are, therefore, ineligible to earn a second retirement (e.g. if the employee retired from another state agency and then came to Canyons, they are ineligible for Canyons retirement benefits).

EXHIBITS

410.15—Exhibit—1: (2005-2006 - Jordan School District Salary Schedule C)

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.