Canyons Education Association Canyons School District 2015-16

Canyons Education Association's Negotiations Team

Laura Arnold Jordan UniServ Director
Erika Bradshaw Teacher—Mt. Jordan Middle
Jen Buttars Teacher—Bell View Elementary

Jessica Dunn Jordan UniServ Director
Mallory Record Teacher—Jordan High School
Dan Rozanas Teacher—Alta High School

Canyons School District Board of Education's Negotiations Team

Dr. James Briscoe Superintendent

Stephen Dimond Human Resources Director
Charles Evans Director External Affairs
Daniel Harper Director of Legal Services
Leon Wilcox Business Administrator

Canyons School District Board of Education

Sherrill H. Taylor President—District 6

Steven Wrigley 1st Vice President—District 5 Nancy Tingey 2nd Vice President—District 3

Clareen Arnold District 4
Robert Green District 1
Chad Iverson District 7
Amber Shill District 2

Proposed Ground Rules 2015-16

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

- 1. The parties will schedule bargaining sessions on a regular basis as long as productive negotiations are continuing.
- 2. The District will pay the cost of substitute teachers during negotiations.
- 3. During the first meeting, arrangements for locations for 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. Agreements formalized 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 the Board of Education in order to be considered a final agreement. The provisions of such agreements shall not be released to the press until they have been so ratified, at which time a joint press release might be considered.
- 7. All press releases during negotiations will be joint releases unless impasse is declared by either party. CEA and the Board of Education will regularly communicate with their membership regarding the negotiations process.
- 8. If impasse is declared, the procedures outlined in Canyons District Policy HC and the Utah Dispute Resolution Act shall be followed.
- 9. Minutes will be taken by either or both parties. However, minutes are working notes for the teams' purposes only and not an official record of negotiations sessions.
- 10. Negotiated agreements will be posted online within ten (10) working days of the ratification of the Board of Education.

For Canyons Sensol District

For Canyons Education Association

Date

Negotiations

Contract Year 2015-16

Proposal

CEA proposes that Canyons District Policy HCB Scope of Negotiations will remain in effect for the 2015-16 contract year.

Rationale

The current arrangement on these policies continues to be effective.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Unitated June 2015

ECTION H: POLICY—HCB—SCOPE OF NEGOTIATIONS - POLICIES (LICENSED)

 DISTRICT CODE: HCB	ADOPTED: 5.21.14 (NEG)
RESCINDS: HCB	ADOPTED: 8.30.11 (NEG)

DARD POLICY

The Board of Education has statutory authority over all issues relating to the effective and efficient operation of strict (Utah Code Title 53A Chapter 03). Locally elected Board of Education members should retain the right to cool district without undue influence or control from outside groups, individuals, organizations, associations, polities, or special interests.

The Board authorizes the Superintendent and District Administration to develop administrative regulations cons spolicy.

	DISTRICT CODE:	APPROVED:
·	HCB-R	6.18.13
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MINISTRATIVE REGULATION—HCB—R:

The Board of Education recognizes the need to negotiate with recognized employee association on issues related, hours, and working conditions. Effective immediately, only the following policies will remain as negotiated contract year 2014-20152015-16:

licy Code	Policy Title	Negotiated
3KD	School Advisory	6.12.07
3GBA	Personal Security and Safety (Assault)	6.26.90
3GBB	Personal Security and Safety (Protection Employees)	6.22.04
3K	Concerns/Complaints/Grievances Instructional Staff (Licensed)	8.30.11
3KB	District Advisory	8.30.11
В	Salary Guidelines	6.10.08
BDA	Fringe Benefits Instructional Staff (Licensed)	8.30.11
CAA	Sick Leave Instructional Staff (Licensed)	8,30,11
CAB	Personal Leave Instructional Staff (Licensed)	6.18.13
CAG	Release Time for Licensed Employee Agent Group President	8.30.11
CAH .	Alternative Leave Day (Licensed)	6.12.07
X 1	Leave of Absence (1 Year) Instructional Staff (Licensed)	6.12.07

Provisional Status of Instructional Staff (Licensed)	7.10.07
Assignments and Transfers Professional Staff	8.30.11
Hours of Work Instructional Staff (Licensed)	5.21.14
	8.30.11
	10.16.07; 3.21.06; 3.21.06
Bereavement Leave Instructional Staff (Licensed)	8.30.11 6.19.01
Scope of Negotiations	6.12.07
Scope of Negotiations – Policies (Licensed	5.21.14
	Assignments and Transfers Professional Staff Hours of Work Instructional Staff (Licensed) Reduction in Force Instructional Staff (Licensed) District Post-Retirement Benefits Termination of Employment Instructional Staff (Licensed)* Bereavement Leave Instructional Staff (Licensed) Scope of Negotiations

)TE: Any other policies or specific aspects of certain policies where negotiation with employee groups is st te or federal law.

HIBITS	
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Negotiations

Contract Year 2015-16

Proposal

Schedule a February negotiations study session with the District Superintendent/CSD Negotiations team to review, evaluate, and discuss interim concerns along with progress on negotiated items.

Rationale

To allow for continued issues-based bargaining as well as problem solve issues in a more timely manner.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Negotiations

Contract Year 2015-16

Proposal

The District shall fund steps and lanes for the 2015-16 school year.

Rationale

While we recognize the cost associated with this proposal, we believe that Canyons School District can fund these for the 2015-16 school year. We support CSD's expectation that lanes and steps will be funded each year.

We also believe the funding of the Lanes and Steps helps mitigate and reduce teacher turn-over. While the turn-over savings may be not be as high as in past years, there continues to be some savings.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Proposal

CEA proposes that the district pass a 2.15% COLA increase for certificated employees.

Rationale

The Utah legislature approved a large increase to education funding and educators, especially those at the top of the salary schedule, have not received compensation increases keeping up with inflation or regained losses due to the national recession.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Proposal

Beginning with the 2015-16 school year, pay a one-time \$1000 bonus for teachers who were placed on Step 15 for the 2014-15 school year. This bonus will be paid on the November check.

Rationale

A significant number of Canyons School District teachers are at Step 15 and have been for a number of years. Providing a longevity bonus will reward educators who continue to serve in Canyons School District.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Proposal

Increase the Professional Development Days in September and February from half days to full days (i.e. 8 hour) days. The planning for these days will be under the determination of the Principal in collaboration with the Building Leadership Team.

Rationale

In order to maximize the results of Professional Development, teachers must be given time to reflect upon their practice and plan for implementation.

Sources:

ASCD Redesigning Professional Development

National Center for Restructuring Education. Schools. and Teaching (NCREST)

Center for Public Education

Southwest Educational Development Laboratory

Tentative Agreement
Between
Canyons School District
&

Canyons Education Association

Date:

For Canyons School District:

Proposal

CEA proposes that the stipend given for those participating in BLT leadership roles at the elementary level be increased from \$300 to \$500 annually.

Rationale

When this stipend was first negotiated, elementary team leaders were given some responsibilities but that has changed with implementation of the Building Leadership Team model that is currently being used. CEA believe that with the responsibilities and leadership required at the local school, this increase is appropriate.

It is estimated that there are approximately 150 educators who participate and the stipend increase would cost \$40,000 including appropriate costs for retirement, social security, and taxes.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Proposal

CEA agrees to the recommendation of the Canyons Insurance Committee for the 2015-16 year.

Rationale

CEA understands that the Insurance Plan has been running at a loss in recent months. The Insurance Committee has proposed plan changes and increased education about benefit usage and wellness initiatives which CEA supports.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Negotiations

Contract Year 2015-16

Proposal

Allow teachers who have accrued the maximum number of days of sick leave per the Sick Leave Allowance Schedule – Licensed to redeem up to five unused days maximum at the end of the school year for a payout of \$100 per unused day (\$500 per year). Teachers qualifying for the payout must elect to receive it no later than the last of the 2015-16 school year and will receive the payout as soon as practical thereafter from the District's Payroll Department

Rationale

Roughly 25% of teachers are no longer eligible for step increases. This is one way for them to earn a financial incentive for their continued service to Canyons School District. The number of days eligible for redemption would be less than the number of days accrued annually, providing a cap on the incentive for the district.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:



Negotiations - Licensed (Contract Year 2015-16)

Proposal

Canyons District Administration proposes modifying District Policy GCK – Assignments and Transfers Professional Staff (NEG) modifying the calendar day licensed employee transfer window from sixty (60) days to thirty (30) days, and allow for the posting of Critical Need positions prior to the thirty (30) day Licensed Employee Transfer Window and modifying the number of days required for positions to be posted during the Licensed Employee Transfer Window from five (5) to three (3) days. Critical need positions include, but not limited to, dual immersion, math, science, CTE technology, and Title I.

Rationale

With the current teacher shortage it is critical that we begin hiring as soon as possible to find the most qualified candidates. During the past two years Memorandums of Understanding have been signed regarding opening the window for Dual Immersion, Math, Science and CTE Technology educators prior to the sixty (60) day transfer window. This will eliminate the need for MOUs regarding this issue.

Previously the Licensed Employee Transfer process was a paper process that required a signature from the supervisor and the paper form being sent or hand delivered to Human Resources during regular office hours. This antiquated system required more time to complete. With the new automated process, which is available online twenty-four (24) hours a day, approximately 70% of transfer requests are received within twenty-four (24) hours of the position being posted. This will speed up the entire hiring process.

TENTATIVE AGREEMENT

Between

Between

Canyons School District

&

Canyons Education Association

Date:

For Canyons School District



SECTION G: POLICY—GCK—ASSIGNMENTS AND TRANSFERS OF PROFESSIONAL STAFF			
	DISTRICT CODE: GCK	ADOPTED: 8.30.11 (NEG)	
•	<i>RESCINDS:</i> DP304 NEG	ADOPTED: 8.27.69	

BOARD POLICY

- 1. The primary consideration in employee obligatory, voluntary and involuntary transfers will be the maintenance of a sound and balanced education program that is consistent with the function and responsibilities of the District, i.e. educating students to be college and career ready.
- 2. The Board of Education authorizes the Superintendent and the District Administration to develop administrative regulations consistent with policy.

i	DISTRICT CODE:	APPROVED:	
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	GCK-R	8.30.11	
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ADMINISTRATIVE REGULATION—GCK—R

- 1. When a reduction in staff is necessary within a school/department, Obligatory Transfer Procedures shall be followed.
- 2. Human Resource administrative regulations for Voluntary and Involuntary Transfers consistent with Policy—GCK Professional Staff Assignments and Transfers shall be followed.

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	DISTRICT CODE:	APPROVED:
	GCK-R-1	8.30.11

ADMINISTRATIVE REGULATION—GCK—R-1 (Obligatory Transfer Procedures)

- 1. When an Obligatory Transfer becomes necessary a call for volunteers shall be made and if there are none, selection shall be made in reverse order of total District seniority. Total District seniority is defined as total years of continuous service with the District using the licensed employee's most recent hire date. Exceptions will be made when such a selection would result in creating a program need which could not reasonably be filled by remaining faculty members in that school. The principal, in cooperation with the appropriate Executive Director K-16, shall determine the program needs.
 - 1.1. A secondary program need shall be based upon the primary teaching assignment.
 - 1.2. The person in charge of each secondary extracurricular activity may be exempted.



"Celebrating the Highest Standards of Educational Excellence"

CANYONS SCHOOL DISTRICT POLICY MANUAL

transfer requests. I	icensed employees	will receive writter	notification when
<u>postings begin.</u>	-	-	

- 3.4. Licensed employee voluntary transfer requests will be accepted until 10 working days prior to New Teacher Orientation.
- 4.<u>5.</u> All positions filled after January 1 of the current school year (except media specialists, counselors, and District level positions) must be re-advertised for the coming school year.
- 5.6. All vacancies for the coming school year occurring during the transfer window, shall be advertised for five three working days. Licensed employees will make transfer requests according to the following procedures:
 - 5.1.6.1. A Licensed Transfer Request form will must be completed and emailed submitted on-line by the educator to Human Resources no later than the published closing date. Human Resources will An email a verification of receipt will be sent to the employee and, current supervisor and requested school. Additional requests for transfers are submitted through the same processcan be accomplished by calling/emailing Human Resources no later than the published closing date.
 - 5.2.6.2. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., principals will review requests for transfer and select the candidates to be interviewed. Candidates who are interviewed but not offered a position will be notified in a timely manner by the local school.

DISTRICT CODE: APPROVED: GCK-R-3 8.30.11

ADMINISTRATIVE REGULATION—GCK—R-3 (Involuntary Transfer Procedures)

- 1. A principal or immediate supervisor may request the involuntary transfer of a licensed employee when in his/her judgment it will benefit the licensed employee, the school, or the District. Involuntary transfer requests, stating specific reasons for the request, shall be made to the Supervisor Assistance Team. The Supervisor Assistance Team shall review the request and recommend approval or denial to the Executive Director of Human Resources. Upon final approval of the Executive Director of Human Resources, a copy of the involuntary transfer request and notification of the employee's placement shall be given to the licensed employee. Involuntary transfer placements shall occur at the same time as Obligatory Transfer placements, whenever possible.
- 2. After the licensed employee has been placed, the licensed employee may seek a different placement through the voluntary transfer procedure (Refer to Administrative Regulation—GCK—R-2).
- 3. Involuntary transfers during the school year shall be avoided.

EXHIBITS

Negotiations

Contract Year 2015-16

Proposal

Change accrual guidelines to increase personal days to 4 days per year and reduce the number of family medical days by 1 day per year. Adjust the ratio of substitutes available before/after a holiday to 1:100.

Rationale

We believe that with this additional day, employees will feel that they are allowed to take care of the personal needs they might have without using sick leave.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:



SECTION G: POLICY—GCCAB—PERSONAL LEAVE INSTRUCTIONAL STAFF (LICENSED)			
	DISTRICT CODE: GCCAB	ADOPTED: 6.18.13 (NEG)	
	RESCINDS: DP335 NEG; DP337 NEG	ADOPTED: 8.30.11; 6/12/07 5/14/96	

BOARD POLICY

- 1. The Board encourages employees to avoid absenteeism and to schedule vacations, trips, and other personal activities at times which do not interrupt work schedules. However, the Board recognizes that circumstances may make it necessary for employees to use personal leave during a contract year. Therefore, the Board recognizes the need to authorize personal leave benefits for Professional Instructional Staff.
- 2. The Board authorizes the Superintendent and District Administration to establish administrative regulations consistent with this policy.

DISTRICT CODE:	APPROVED:
GCCAB-R	6.18.13

ADMINISTRATIVE REGULATION—GCCAB-R

1. Instructional Staff Personal Leave shall be administered according to the accompanying regulations.

DISTRICT CODE: APPROVED: GCCAB-R-1 6.18.13

ADMINISTRATIVE REGULATION—GCCAB-R-1 (Personal Leave - Paid)

- 1. Each eligible Licensed employee of the district shall be given three four (34) days per year personal leave at no cost to the employee. Employees hired after a contract year has started shall receive personal leave benefits on a prorated basis for the remainder of that year. Each employee may accumulate unused personal leave. An employee may not use more than five (5) accumulated personal leave days in any contract year.
- 2. Except in unusual circumstances, prior notification must be given to the immediate supervisor at least one (1) day in advance.
- 3. Personal leaves may be taken the day before or after a school holiday for the following specific reasons:
 - 3.1. Observance of religious holidays which fall on a regularly scheduled school calendar work day.
 - 3.2. Family weddings of near relatives including children, father, mother, brothers, sisters, grandchildren, grandparents, or the same to one's spouse or any other person who is a member of the same household as the employee.
 - 3.3. Graduations of near relatives as defined in "3.2" above.



- 3.4. Required court appearances,
- 3.5. Deaths not covered by Bereavement Policy.
- 3.6. Conferences and conventions which relate to the individual employee's work assignment and are not covered by the Professional Leave Policy.
- 4. Personal leaves may be taken the day before or after a school holiday for other reasons under the following stipulations:
 - 4.1. Based upon a maximum of one personal day for each 125-100 employees, personal leave shall be granted the day before or after a school holiday without being required to pay the cost of a long-term substitute provided the request is filed with the Human Resources Department at least 35 calendar days but not more than 45 calendar days before the holiday.
 - 4.2. One the first working day after the application deadline, numbers will be randomly generated which will identify those employees authorized to take personal leave without being required to pay the cost of a long-term substitute teacher. Written notification will be sent to all applicants.
 - 4.3. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.
 - 4.4. Employees who have not registered prior to the deadline will not be allowed to fill unused slots.
 - 4.5. Licensed employees who do not qualify for the window but request a personal leave day must notify their principal five (5) working days prior to the date. Employees shall be required to pay the cost of a long-term substitute.
- 5. Personal leave shall not be taken during the first five (5) days and last five (5) days that students are in school except under the following conditions:
 - 5.1. To attend the wedding of a near relative including child, father, mother, brother, sister, grandchild, grandparent or the same to one's spouse or any other person who is a member of the same household as the employee.
 - 5.2. To attend to personal or business matters which require the employee's attendance and scheduling is beyond the employee's control.
- 6. Teachers may not take personal leave days during the four (4) days of contract time not involving students but may, through collaboration with the principal, arrange to exchange one of these days for another non-contract day.
- 7. Personal leave days may not be used during parent/teacher conferences.
- 8. Personal leave days may not be used on make-up days as the result of employee job action.

DISTRICT CODE: APPROVED: GCCAB-R-2 6.18.13

ADMINISTRATIVE REGULATION—GCCAB-R-2 (Personal Leave - Non-Paid)

- 1. Employees shall be discouraged from requesting non-paid personal leave during the school year.
- 2. In the event that an employee has a serious or compelling need for non-paid personal

leave, a request may be made in writing to their immediate supervisor and the Department of Human Resources. The request must clearly state the reason that non-paid personal leave is necessary. After due consideration, the request shall either be granted or denied. Notification will be provided to the employee in writing.

- 3. Non-paid personal leave granted under this policy shall be without pay.
- 4. Contract employees shall not be granted more than fifteen (15) days' non-paid personal leave in any three-year period.
- 5. An employee whose request for non-paid personal leave is denied, or who knowingly fails to request non-paid personal leave, and who chooses to absent himself/herself from his/her assignment despite the denial shall be deemed to have abandoned their position and voluntarily resigned his/her employment with the District.
- 6. This leave does not negate the other official leave provisions of the Board as listed below:
 - 6.1. Adoption
 - 6.2. Bereavement
 - 6.3. Educational
 - 6.4. Military
 - 6.5. Personal (Paid)
 - 6.6. Sabbatical
 - 6.7. Released Time (Jury Duty)
 - 6.8. Released Time (Professional)
 - 6.9. Sick Leave
- 7. Non-paid personal leave for job share and part-time employees shall be prorated according to the percentage of a full-time contract: e.g., a half-time teacher would receive fifteen (15) half days.

EXHIBITS

None

REFERENCES

None

FORMS

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 9150 South 500 West Sandy, UT 84070.

Proposal

Bring the adoption leave policy into line with the critical family leave policy.

Rationale

We believe that increasing the amount of days that an employee is allowed to take for adoption leave will help the family bond with their new family member. These days are their own sick leave and must have been accumulated previous to the event taking place.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:



SECTION G: POLICY—GCCAA—SICK LEAVE INSTRUCTIONAL STAFF			
	DISTRICT CODE: GCCAA	ADOPTED: 8.30.11 (NEG)	
	<i>RESCINDS:</i> DP324 NEG	<i>ADOPTED:</i> 6.01.10	

BOARD POLICY

1. It is the policy of the Board to authorize paid sick leave benefits for licensed personnel who work 20 hours per week or more and to comply with requirements of Public Law 103-3, Family and Medical Leave Act. The Board delegates to the Administration responsibility for establishing regulations for sick leave and family leave benefits. Sick leave runs concurrent with Family Medical Leave Act (FMLA) and Workers Compensation. Refer to the Family Medical Leave Act Policy, DP322.

DISTRICT CODE:	APPROVED:
GCCAA-R	8.30.11

ADMINISTRATIVE REGULATION—GCCAA—R

Definitions:

Immediate family is defined as husband, wife, 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.

•	 	-	 		
				DISTRICT CODE:	APPROVED:
	 			GCCAA-R-1	8.30.11

ADMINSTRATIVE REGULATION—GCCAA-R-1 (Sick leave allowances)

- 1. Until June 30, 2007, licensed employees with a continuous service date prior to July 1, 1977, shall be allowed unlimited sick leave not to exceed 180 days per contract year for 9-month licensed employees, 220 days for 11-month licensed employees, and 240 days for 12-month licensed employees.
- 2. Licensed employees with a continuous service date on or after July 1, 1977, shall be allowed sick leave in accordance with the following schedule: (See, GCCAA-R-1-EXHIBIT-1).
- 3. Calculating Sick Leave Allowances
 - 3.1. Licensed employees hired after a contract year has started shall receive sick



leave benefits on a prorated basis for the remainder of that year. (For example, an employee who is on contract for 50 percent of the contract year would be eligible to receive 50 percent or 5 days of the 10-day annual sick leave allowance.)

3.2. When calculating sick leave allowances in subsequent years, licensed employees shall be awarded a full year of service for the first partial year of employment if their hire date is prior to January 1. If their hire date is after January 1, no service shall be awarded for the first partial year of employment.

4. Sick Leave Benefits During Approved Absences

- 4.1. Interruptions of work for sabbatical leave, educational leave, or other authorized leaves shall not be considered a break in continuous service. Should a licensed employee be granted a leave for any reason, he/she will keep his/her number of cumulative sick leave days to be used upon return, but shall not be considered for sick leave during the time of leave.
- 4.2. Licensed employees returning from authorized leaves shall receive sick leave benefits according to the policy in force at the time the leave began except when the policy is changed as a result of negotiations.

5. Use of Sick Leave for Critical Family Care

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

- 5.1. Use of sick leave for critical family illness must be authorized by the Sick Leave Bank Review Committee. The licensed employee must submit his/her request in writing to the Sick Leave Bank Review Committee using the form available in the Human Resources Department.
- 5.2. Licensed employees may not apply for critical family illness benefits until two (2) personal leave days and all family leave benefits are used. Licensed employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) accumulated personal leave days in any contract year as set forth in Policy—GCCAB—Personal Leave Instructional Staff (Licensed).
- 5.3. In cases of extended critical illness, licensed employees may apply for additional days beyond the twelve (12) day allowance.
 - 5.3.1. If circumstances warrant it, the Sick Leave Bank Review Committee may authorize additional days equal to the number of unused family days available at the beginning of the critical illness. (A maximum of 3.)
 - 5.3.2. Licensed employees who have exhausted two personal leave days, and family leave benefits, but who must continue to deal with a critical family care (as defined in item 5 above) may apply to the Sick Leave Bank Review Committee for additional days. One additional day may be granted for each year of service in the District up to a



- maximum of fifteen (15) days. If additional days are granted, only the cost of a long-term substitute shall be deducted from the licensed employee's pay.
- 5.3.3. For those licensed employees hired prior to July 1, 1977, the Sick Leave Bank Review Committee may allow the use of sick leave days for a critical family care (as defined in item 5 above). One additional day may be granted for each year of service in the District up to a maximum of 12 days. If additional days are granted, only the cost of a long-term substitute will be deducted from the licensed employee's pay. This will remain in effect until June 30, 2007.

6. Use of Sick Leave for Adoption.

- 6.1. A licensed employee who adopts a child must apply for critical family care days by submitting his/her request in writing to the Sick Leave Bank Review Committee using the form available in the Human Resources Department. Licensed employees may use up to a maximum of twelve (12) days critical family leave at the time of actual custody of the child.
- 6.2. Licensed employees may not apply for critical family care benefits until two personal leave days and family leave benefits are used. Employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) accumulated personal leave days in any contract year as set forth in Policy—GCCAB—Personal Leave Instructional Staff (Licensed).
- 6.3. Licensed employees, who have exhausted two personal leave days, and family leave benefits, may apply to the Sick Leave Bank Review Committee for additional days. One additional day may be granted for each year of service in the District up to a maximum of fifteen (15) days. If additional days are granted, only the cost of a long-term substitute shall be deducted from the licensed employee's pay.
- 6.3.6.4. Any additional leave must fall under the regulations of Policy—GCCAO—Family Medical Leave Act.
- 6.4.6.5. Part-time licensed employees (half-time or more) may be granted up to a total of twelve (12) weeks leave (paid and non paid, including any off track time to continue to care for an adopted infant.
 - 6.4.1.6.5.1. During the leave period, the District shall continue to pay its portion of the licensed employee's group health insurance premium. An employee on leave must continue to pay his/her portion of the health insurance premium in order to keep coverage in effect.
 - 6.4.2.6.5.2. A licensed employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the leave. A licensed employee will not lose any seniority or employment benefits that accrued before the date the leave began.
 - 6.4.3.6.5.3. If a licensed employee fails to return to work after the leave has ended, the District may recover the health insurance premium

paid	l by	the	District	on	the	empl	loye	e's	behalf.

DISTRICT CODE: GCCAA-R-2 *APPROVED:* 8.30.11

ADMINISTRATIVE REGULATION—GCCAA-R-2 (Licensed Employee-Funded Sick Leave Bank)

Licensed Employee-Funded Sick Bank

1. Licensed Employee Eligibility.

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

2. Establishment of the Sick Leave Bank.

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

3. Use of the Sick Leave Bank

- 3.1. The sick 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.
- 3.2. Medically documented intermittent leave for long-term illness may be approved.
- 3.3. Days from the sick leave bank shall be granted to eligible licensed employees only after all accrued sick leave, and family leave, and two (2) personal leave days have been used. However, employees who have health or medical situations that likely will necessitate use of the sick bank are encouraged to apply to the sick bank when they have days (10-15) of accrued sick leave left to help avoid the deduction of costs associated with long-term substitutes.
- 3.4. Licensed employees will be required to sign a release of medical information when making application to the sick leave bank. Sick leave bank members must sign a confidentiality agreement to protect licensed employees' medical information and confidentiality.
- 3.5. A combination of continuous years of service and accumulated sick leave days shall be used to determine the number of sick bank days which a licensed employee qualifies to receive and any pay loss to be sustained. (Years of service shall be computed in accordance with established guidelines for salary step movement.)
- 3.6. Licensed employees who have been offered a temporary transitional duty assignment due to a work related injury, who refuse the temporary transitional

duty assignment, will not be eligible for Sick Bank.

DISTRICT CODE:

APPROVED:

GCCAA-R-3

8.30.11

ADMINISTRATIVE REGULATION—GCCAA-R-3 (Sick Bank Allowances)

1. Sick Bank Allowances

- 1.1. First Year Licensed Employees
 - 1.1.1. First year licensed employees shall be allowed up to 10 sick bank days.
 - 1.1.2. The cost of a long-term substitute shall be deducted from the first two days of sick bank.
- 1.2. Second Year Employees
 - 1.2.1. Second Year Employees shall be allowed up to 10 sick bank days at full pay according the following schedule: **(See, GCCAA-R-3-EXHIBIT-1)**
 - 1.2.2. After all sick bank days allowed according to the schedule listed under item (1.2.1) are used, second year employees may be granted up to 10 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
 - 1.2.3. In cases of catastrophic illness or injury, the Sick Bank Committee may grant second year employees up to 20 additional days of sick bank after all sick bank days provided under items (1.2.1 and 1.2.2) are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.
- 1.3. Third Year Licensed Employees
 - 1.3.1. Third year licensed employees shall be allowed up to 40 sick bank days at full pay according to the following schedule: **(See, GCCAA-R-3-EXHIBIT 2).**
 - 1.3.2. After all sick bank days allowed according to the schedule listed under item (1.3.1) are used, third year licensed employees may be granted up to 40 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
 - 1.3.3. In cases of catastrophic illness or injury, the Sick Bank Committee may grant third year licensed employees sufficient sick bank days to cover their transition to long-term disability after all of the sick bank days provided under items (1.3.1) and (1.3.2) are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.
- 1.4. Licensed employees with four or more years of service shall be allowed up to 120 days from the sick bank at full pay less the cost of the substitute for each day the licensed employee falls below 15 days of accumulated sick leave at the

beginning of the long-term absence. (A maximum of 15 days' long-term substitute costs will be deducted.)

2. Sick Bank Limitations

- 2.1. Prior to granting sick bank days, a licensed employee shall agree in writing to repay compensation at his/her daily rate of pay for sick bank days used or granted if he/she terminates employment with the district for other than medical reasons before completion of the current and succeeding contract year.
- 2.2. The illness/injury must be medically documented with a statement bearing an original signature from the attending physician. The verification of absence form may not be stamped with a physician's signature or signed by the attending nurse, office manager, etc.
- 2.3. A second opinion may be required with any costs not covered by insurance borne by the District.
- 2.4. When a licensed employee requests sick bank days more than once within a 48-month period for an unrelated illness, a three (3)-day loss of pay shall be required before sick bank days are granted. Use of sick bank 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 bank committee 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 bank committee is provided.

DISTRICT CODE: APPROVED: GCCAA-R-4 8.30.11

<u>ADMINISTRATIVE REGULATION – GCCAA-R-4 (Sick Leave Board Review, Abuse of Sick leave, Payment for Sick Leave, and Notification of Absence).</u>

1. Sick Leave Review Board

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

2. Abuse of Sick Leave

- 2.1. Administrators shall periodically review sick leave usage.
- 2.2. If an abuse of sick leave is suspected, the administrator shall confer with the licensed employee and, if necessary, ask the Sick Leave Review Board to review the case. Cases will be reviewed according to Administrative Guidelines developed by the Sick Leave Review Board.

- 2.3. If it is determined that an abuse of sick leave has occurred, shall be reclaimed from the licensed employee.
 - 2.3.1. The sick leave benefits which were paid inappropriately shall be reclaimed from the licensed employee.
 - 2.3.2. The licensed employee shall be suspended for five (5) days without pay during the next pay period.
 - 2.3.3. A reprimand shall be entered in the licensed employee's personnel file.
- 2.4. A second proven abuse of sick leave may result in immediate termination.

3. Payment for Sick Leave

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

4. Notification of Absence

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

EXHIBITS

GCCAA-R-1- EXHIBIT-1 (SICK LEAVE ALLOWANCE SCHEDULE-LICENSED)

GCCAA-R-3- EXHIBIT-1 (SECOND YEAR LICENSED-EMPLOYEES)

GCCAA-R-3- EXHIBIT-2 (THIRD YEAR LICENSED-EMPLOYEES)

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 9150 South 500 West Sandy, UT 84070.



CANYONS SCHOOL DISTRICT ADMINISTRATIVE REGULATION

GCCAA-R-1—EXHIBIT-1	SICK LEAVE ALLOWANCE SCHEDULE-LICENSED						
	ASSOCIATED CSD ADMINISTRATIVE REGULATION: GCCAA-R-1	APPROVED: 8.30.11 (NEG)					
	Year 1 Years 1 through 5 Years 6 through 10 Years 11 through 15 Years 16 and beyond	98 days per year* 98 days per year* 109 days per year* 1110 days per year* 1211 days per year*					
Maximum Accumulations:							
	176 and 184-day contracts (9 month) 220 to 233 – day contracts (11 month) 245 – day contracts (12 month)	= 180 days = 220 days = 240 days					
nealth care needs of immed	se these days to attend to their own healt liate family members. Licensed employed or their own health care needs or as allow	es may not access					



CANYONS SCHOOL DISTRICT ADMINISTRATIVE REGULATION

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 9150 South 500 West Sandy, UT 84070.

Proposal

CEA proposed the following changes in the Local Professional Improvement Committee policy GCIG.R 2.2.

Education and/or pedagogical courses required to obtain level one (1) licensure in the State of Utah may not be used towards lane change credit.

See Attachment GCB & GCIG.R

Rationale

One of the original purposes of lane change credit was to encourage and reward Canyons' licensed educators to obtain additional knowledge and skills through professional development, increasing their competency. This reward was not intended to compensate individuals for coursework required for obtaining initial licensure.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

POLICY—GCIG—LOCAL PROFESSIONAL IMPROVEMENT COMMITTEE

SECTION G: POLICY—GCIG—LOCAL PROFESSIONAL IMPROVEMENT COMMITTEE						
	DISTRICT CODE: GCIG	ADOPTED: 8.21.12				
	RESCINDS: AA421	ADOPTED: 7.10.07				
BOARD POLICY		THE STATE OF THE S				
 The Board of Education recognizes the teaching staff and authorizes the establic Committee (LPIC) to encourage, guide, staff members. The Board authorizes the Superintent 	lishment of a , and reward t ndent and Dis	Local Professional Improvement the professional development of strict Administration to develop				
administrative regulations consistent wit	.h this policy.					
	DISTRICT CODE: GCIG-R	APPROVED: 8.21.12				
ADMINISTRATIVE REGULATION—GC	IG_R:					
Membership 1.1. The Canyons School District LP	PIC shall con	sist of the following members:				
1.1.1. Director of Human Resources or d 1.1.2. Director (s) of Evidence-Based Les 1.1.3. A principal appointed by the Super 1.1.4. A recognized employee agent repr 1.2. A Director of Evidence-Based Le	designee; earning or des erintendent; au presentative.	esignee; and				
2. Schedule of Meetings		•				
2.1. LPIC meetings shall be schedule scheduled as often as business requ	ed on a mon	thly basis. Other meetings will be				
		<i>APPROVED:</i> 8.21.12				

ADMINISTRATIVE REGULATION—GCIG-R-1: (LPIC Committee Function)

LPIC Functional Responsibilities:

- 1. The LPIC shall review all school and Individual in-service requests for credit and make recommendations regarding approval. Upon LPIC approval, the Director (s) of Evidence Based Learning shall sign the in-service requests. The Director (s) of Evidence Based Learning will review and approve District in-service requests.
 - 1.1. Any District educator may submit to the Evidence-Based Learning Office a request to teach a specific in-service course. The Evidence-Based Learning Office will then arrange for the class according to district guidelines.

1.2. Any District educator or principal may submit to the Evidence-Based Learning Office a request for in-service training. The Evidence-Based Learning Office will then arrange for the class according to district guidelines.

- 1.3. Before a District, school or individual course is approved, the instructor(s) must have a resume on file with the Evidence-Based Learning Office as well as a course syllabus, a student evaluation plan, and a statement of the desired academic outcome. Any in-service class for salary lane credit must be approved before the class begins.
- 1.4. Lane change credit will be granted for all courses approved by the Utah State Office of Education (USOE) and posted for credit on CACTUS. Credit will be granted for courses taught by other agencies as long as the courses are submitted to and approved by the LPIC before the course begins and the course meets all other policy requirements.

DISTRICT APPROVED: CODE: 8.21.12 GCIG-R-2

ADMINISTRATIVE REGULATION—R-2: (In-Service Evaluation Criteria)

- 1. The following criteria will be used for in-service evaluation:
 - 1.1. The request meets an established district need.
 - 1.2. At least fourteen (14) clock hours (60-minute sessions) of classroom instruction are required for each one (1) semester hour of credit. Clock hours are considered as direct instruction. Lab activities, homework, or time for meals cannot be counted.
- 2. Clarification of lane change credit:
 - 2.1. Credit for salary lane changes will be granted for college credit (issued by an accredited institution), USOE approved credit, District approved credit, and LPIC approved in-service credit.
 - 2.2. Education and/or pedagogical courses required to obtain Level I licensure in the State of Utah may not be used toward lane change credit.
- 3. An in-service class offered out of the District may be approved for salary lane change credit if it is recommended by one or more District administrators as meeting an assessed District need.
 - 3.1. In-service training where teachers receive a stipend may be counted for salary

- lane change and may count toward state recertification. A stipend will be considered as an hourly payment or honorarium for attendance. District stipends will be based on the Elective In-Service Rubric (See, GCIG-R-Exhibit-1). An honorarium will be considered a payment fee, not a reimbursement for expenses.
- 3.2. In-service instructors will be compensated based on an agreement with the Evidence-Based Learning Department. Agreements will be reviewed periodically by the LPIC committee.
- 3.3. In-service classes held on contract time may carry salary lane change credit. If administrators are involved in approved in-service training courses for credit, compensatory time may be arranged upon approval of the School Performance Officer.
- 3.4. University credit will be accepted on a semester-hour basis.
- 3.5. Salary lane change credit will be processed in the Human Resources
 Department in accordance with Policy—GCB—Staff Salary Schedules and
 Compensation, which details educator responsibilities.
- 4. The LPIC shall assist with in-service needs assessment by reviewing assessment instruments and making recommendations related to assessment procedures.
- 5. The school principal or his/her designee shall serve as the in-service information disseminator at each school.
- 6. The LPIC shall screen all applications for educational leave according to Policy—GCCAE—Educational Leave, and make recommendations to the Superintendent for approval. (See, Policy GCCAE—Educational Leave)
- 7. The LPIC shall screen all applicants for short-term, less than four-week paid educational leaves associated with Fulbright scholarships and exchanges.
- 8. The LPIC will function to assist District educators with licensing and endorsement needs in accordance with the standards and guidelines of the Utah State Board of Education.

EXHIBITS

Elective In-Service Rubric: GCIG-R-EXHIBIT-1

REFERENCES



Policy—GCB—Salary Guidelines

Policy Number -Effective -

GCB (NEG) 10/28/75 6/10/08 1 of 1

Effective -Revision -Page -

I. Board Policy

It is the policy of the Board to meet with the Administration, officers of each departmental organization, and their appointed representatives in salary negotiations to establish salary schedules.

It is also the policy of the Board to pay wages and salaries that shall enable the District to secure and retain qualified personnel.

The Board delegates to the District Administration the responsibility for implementing the salary policy.

II. Administration Policy

The salary policy shall be implemented according to the following guidelines:

Guidelines

A. Date of Payments

Payment of all salaries shall be made on the 25th day of each month. If the 25th falls on a weekend or on a holiday, payday will be the previous working day as approved by the Board of Education. All approved deductions, other than those legally required, shall be made only upon the written request of the employee.

B. Salary Rates

District personnel shall be compensated at rates agreed upon through negotiations and published in the salary schedules for each group of employees. The actual employee's salary shall be a factor of his/her percent of contract and placement on the salary schedule.

C. Basic Salary Schedule

A basic salary schedule shall be established for certificated personnel. The schedule shall be based upon consideration of contract teaching experience in an accredited school and upon continued training.

D. Differential Allowance

Differential allowance may be paid to teachers with special assignments as recommended by the Administration and approved by the Board.

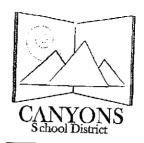
E. Placement on Salary-Step Scale

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

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

F. Equated Teaching Experience

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



Policy—GCB—Salary Guidelines

Policy Number -Effective -

GCB (NEG) 10/28/75 6/10/08

Revision -Page -

2 of 1

Teaching Experience
Outside the District
1 to 5 years
6 or more years

Equivalent Years to District

Teaching Experience
Full Credit
1 equivalent for each 2 years of outside experience

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

G. Rehiring Retirees

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

H. Military Experience

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

I. Submission of Evidence

- 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.
- 2. For new employees to the District, only graduate hours beyond the original certificate and B.S. degree will count toward salary lane placement except under the following circumstances. For new hires, undergraduate hours taken after the original certificate and B.S. degree may be considered for salary lane placement if they are recommended to the Local Professional Improvement Committee by one or more District administrators as meeting an identified District need. The recommendation, along with supporting evidence, must be submitted in writing to the LPIC (no later than the first week of August for teachers on year-round schedules or the first week of September for teachers on traditional schedules) so the LPIC will have sufficient time to approve or deny the request prior to the issuance of the first payroll.
- 3. Credit for salary lane changes for current employees will be granted only for resident (on campus) college credit, USOE approved credit, District approved credit and LPIC approved in-service credit. These hours will be granted in accordance with Policy GCIG.
- 4. Salary lane changes shall be awarded when the Human Resources Department receives proof of eligibility in the form of an official grade transcript (Internet transcripts will not be accepted). If proof of eligibility is submitted prior to the 15th of the month, the salary lane change shall be reflected on the paycheck issued in the following month.

J. Compensation for Substitute Teachers

A salary schedule for substitute teachers shall be established.

Proposal

2016-2017 No

CEA proposes that beginning in the 2015-2016 fisdal year, salary be paid to employees bi-monthly.

Rationale

CEA recognizes that for many employees, budgeting their salary on a monthly basis is a difficult process. This payroll distribution practice causes a financial hardship to the employee and their family. With the computerized payroll process, CEA believes a bi-monthly pay distribution would benefit the employees and not create undue difficulty for Canyons School District. Several other large school districts have implemented this pay process.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Negotiations

Contract Year 2015-16

Proposal

CEA proposes that we form a taskforce to examine the structure of the salary schedule to include possible stipends or additional lanes for endorsements or other training beyond Master's +30.

CEA also proposes that the district create a 3-5 year plan to improve teacher compensation to be at or above the state median.

Rationale

Canyons School District has consistently been at 91-93% of the state median for teacher compensation (CAFR pg. 113).

There are almost 500 teachers who have "topped out" on the salary schedule (per 1% sheet) although over 50% of teachers surveyed report to having additional endorsements beyond Master's +30.

Creating a task force would allow time to analyze the feasibility and costs of modifying the salary schedule in order to continue to recruit and retain top-quality teachers while also providing additional incentive for teachers at the top of the salary schedule to obtain additional endorsements/certifications.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

Date:

For Canyons School District:

Proposal

Reconvene the Elementary Schedule Task Force to define before and after school duty with a definition to be in place prior to the end of the current school year.

Rationale

During the 2014-15 school year, the elimination of before and after school duty for elementary teachers was negotiated. This current proposal comes from the work of the Elementary Schedule Task Force and the understanding that implementing Brain Boosters comes at a significant cost. While elementary teachers have overwhelmingly requested that they not return to bus duty, having a clear, consistent understanding of the definition of bus duty will alleviate some of the previous concerns surrounding the scope of this duty.

Tentative Agreement
Between
Canyons School District
&
Canyons Education Association

4/22/15

Date:

For Canyons School District: