

# Canyons Education Association Canyons School District 2019-20



# Canyons Education Association's Negotiations Team

Mark Besendorfer

Teacher - Willow Springs Elementary

Alison Keddington

Teacher - Albion Middle

Karen Pedersen

CEA Vice President - Willow Canyon Elementary

Mallory Record Dan Rozanas Teacher - Jordan High Teacher - Alta High

Jennifer Boehme

Jordan UniServ Director

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

Dr. James Briscoe

Superintendent

Stephen Dimond Charles Evans Director of Human Resources
Director of External Affairs

Daniel Harper

General Counsel

Leon Wilcox

**Business Administrator** 

# **Canyons School District Board of Education**

Nancy Tingey

President - District 3

Amber Shill

Vice President - District 2

Steve Wrigley

Vice President - District 5

Clareen Arnold

District 4
District 1

Mont Millerberg

DISTRICT

Chad Iverson

District 7

Amanda Oaks

District 6

# Proposed Ground Rules 2019-20

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 goodfaith negotiations are continuing.
- 2. The District will pay the cost of substitute teachers during negotiations.
- 3. During the first meeting, arrangements for locations of future sessions will mutually be agreed upon by the Canyons Education Association and Canyons School District.
- 4. When the District and CEA reach consensus on issues, they shall be written and signed by both parties as tentative agreements.
- 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. 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.
- 7. All members of both negotiation teams agree to complete confidentiality regarding proposals, discussions, documents, and tentative agreements from negotiations meetings.
- 8. CEA and the Board of Education will regularly communicate with their membership regarding the negotiations process. Any public release of information during negotiations will be done jointly. Either negotiation team may share information about these negotiations with its governing board in a meeting closed to the public with the understanding that the governing board is bound by complete confidentiality as stated in number 7. In the event that CSD or CEA is approached by media outlets during the 2019-2020 negotiations process in reference to significant changes to the licensed salary schedule, a prearranged joint statement shall be released concerning the proposed salary schedule changes.
- 9. 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. For the 2019-2020 negotiations only, the provisions of the financial package of the tentative agreement will be released to the public by a statement from CSD, followed by CEA's presentation of the tentative agreement to its members for ratification.
- 10. 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.
- 11. Negotiated agreements will be posted online within ten (10) working days of the ratification of the Board of Education.

or Canyons School District

For Canyons Education Association

4/20/19

Date



# Canyons Education Association Canyons School District 2019-20



#### **Confidentiality Agreement**

We, the undersigned members of the Canyons Education Association and Canyons School District negotiations teams, agree to complete confidentiality of the proposals, discussions, documents, or tentative agreements during the negotiations process for the 2019-2020 school year. No member of either team will share information from these negotiations with anyone except as outlined in the Proposed Ground Rules 2019-20.

Canyons Education Association Team Members	Canyons School District Team Members
Malfer	Jemes Eguns
Mark Bessendorfer	Dr. James Briscoe
alison Kellah	Stylus Daniel
Alison Keddington	Stephen Dimond
Xaren Paleisen Karen Pedersen	Charles Evans
Mallory Record	Daniel Harper
Dan Rozanas	Leon Wilcox
Jennifer Boehme	

# Canyons School District Negotiations Overview

- 1- The District will pay \$500 to every certified employee who works directly with and support students in an academic role from the Teacher and Student Success Act (TSSA). Certified employees (ie coaches, specialists) who don't qualify for TSSA funding will still receive the \$500 which will be paid from other District resources. TSSA funding will be listed on the salary schedule subject to Legislative appropriations.
- 2- The District will grant an increase of \$7,665 to every step on the certified 186-Day salary schedule (the 196-Day, 206-Day and 242-Day salary schedules will be adjusted accordingly). The starting wage on the 186-Day salary schedule will be \$50,000. This is approximately a 14.4% increase in salary costs to the District.
- 3- No step increases will be granted. Employees on step 1 for the 2018-19 school year will remain on step 1 for the 2019-20 school year.
- 4- Both parties agree to the recommendations from the insurance committee which is the following:
  - a. The full premiums for all plans will increase by 3%. The employee premiums will remain at the current level for the non-buy up plans. The District will cover the full premium increase less the employee's premiums, thus absorbing the full increase. The District premium on the buy up plans will be equivalent to the contribution on the base plans, employees who elect this coverage will cover the difference.
  - b. For employees on the high deductible plans the following adjustments will be made to the health savings accounts (HSA) contributions.
    - The District will automatically contribute \$800 for family coverage, \$600 for couple coverage and \$400 for single coverage into the HSA. No employee match will be required.
    - ii. The District will match employee HSA contributions on a dollar-per-dollar basis up to \$800 for family coverage, \$600 for couple coverage and \$400 for single coverage.
  - c. All other aspects of the insurance plans will remain in-force, including deductibles, co-insurance, out-of-pocket maximums, etc.

Note-the insurance changes will become effective January 2020 and will remain in effect for the calendar 2020 plan year

5- As ESP and administrative employees are receiving a substantially less compensation package for the 2019-20 school year, negotiation preference will be given to these groups for the 2020-21 school year. Only funds allocated from the legislature will be available for negotiations. The District does not intend to hold a tax hearing for 2020-21 budget.

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kicensed Salary Schedule-L186

August 12, 2019 - May 29, 2020

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

To determine an educator's initial salary placement:

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

#### **Education Enhancement**

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

• Identify the educator's degree attainment from an accredited university

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

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

#### Salary Schedule Information

- Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20. The dollar difference between Increment Levels will remain \$900
- A minimum of a Bachelor's Degree +20 semester hours is required for educators to advance beyond Increment Level 20
- An Educator Salary Adjustment (ESA) of \$4,200 and a Teacher and Student Success Act (TSSA) of \$500 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	Base	
Levels	Contract	
11	\$50,000	
2	\$50,900	
3	\$51,800	
4	\$52,700	
5	\$53,600	
6	\$54,500	
7	\$55,400	
8	\$56,300	
9	\$57,200	
10	\$58,100	
11	\$59,000	
12	\$59,900	
13	\$60,800	
14	\$61,700	
15	\$62,600	
16	\$63,500	
17	\$64,400	
18	\$65,300	
19	\$66,200	
20	\$67,100 \$68,000 \$68,900 \$69,800 \$70,700	
21		
22		
23		
24		
25	\$71,600	
26	\$72,500	
27	\$73,400	
28	\$74,300	
29	\$75,200	
30	\$76,100	
31	\$77,000	
32	\$77,900	
33	\$78,800	
34	\$79,700	
35	\$80,600	
36	\$81,500	
37	\$82,400	
38	\$83,300	
39	\$84,200	
40	\$85,100	
	Revised 04/22/2019	



# **Proposal**

CEA proposes that negotiations for salary (level increases and COLA) resume in August after Canyons School District holds the Truth in Taxation hearing if increasing the district's tax levy is not passed by the Canyons Board of Education.

#### **Rationale**

If the increased levy is not passed by the Board of Education, then the proposed salary schedule for 2019-2020 will not be feasible and negotiations for salary will need to be resumed.

Tentative Agreement Between Canyons School District & Canyons Education Association

Date: 7/22/20/9

For Canyons School District:

For Canyons Education Association:



#### **Proposal**

CEA agrees with the changes to the District insurance premiums and plan for the 2020 insurance year recommended by the Canyons School District insurance committee. These include an increase in premium cost (3%) covered by the District and options for an increase in HSA contributions by the District.

#### Rationale

CEA agrees with both the rationale and the intent of these decisions.

Tentative Agreement Between Canyons School District & Canyons Education Association

Data:

For Canyons School District:

For Canyons Education Association:

# Canyons School District Negotiations Overview

- 1- The District will pay \$500 to every certified employee who works directly with and support students in an academic role from the Teacher and Student Success Act (TSSA). Certified employees (ie coaches, specialists) who don't qualify for TSSA funding will still receive the \$500 which will be paid from other District resources. TSSA funding will be listed on the salary schedule subject to Legislative appropriations.
- 2- The District will grant an increase of \$7,665 to every step on the certified 186-Day salary schedule (the 196-Day, 206-Day and 242-Day salary schedules will be adjusted accordingly). The starting wage on the 186-Day salary schedule will be \$50,000. This is approximately a 14.4% increase in salary costs to the District.
- 3- No step increases will be granted. Employees on step 1 for the 2018-19 school year will remain on step 1 for the 2019-20 school year.
- 4- Both parties agree to the recommendations from the insurance committee which is the following:
  - a. The full premiums for all plans will increase by 3%. The employee premiums will remain at the current level for the non-buy up plans. The District will cover the full premium increase less the employee's premiums, thus absorbing the full increase. The District premium on the buy up plans will be equivalent to the contribution on the base plans, employees who elect this coverage will cover the difference.
  - b. For employees on the high deductible plans the following adjustments will be made to the health savings accounts (HSA) contributions.
    - The District will automatically contribute \$800 for family coverage, \$600 for couple coverage and \$400 for single coverage into the HSA. No employee match will be required.
    - ii. The District will match employee HSA contributions on a dollar-per-dollar basis up to \$800 for family coverage, \$600 for couple coverage and \$400 for single coverage.
  - c. All other aspects of the insurance plans will remain in-force, including deductibles, co-insurance, out-of-pocket maximums, etc.

Note-the insurance changes will become effective January 2020 and will remain in effect for the calendar 2020 plan year

5- As ESP and administrative employees are receiving a substantially less compensation package for the 2019-20 school year, negotiation preference will be given to these groups for the 2020-21 school year. Only funds allocated from the legislature will be available for negotiations. The District does not intend to hold a tax hearing for 2020-21 budget.

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# **Proposal**

CEA proposes that the stipends awarded to Dual Language Immersion partner-teachers be modified to a mentorship stipend. DLI teachers who partner with a teacher who (1) comes from outside of the United States and its territories and (2) has no previous US teaching experience will receive the following:

Year One: \$500 stipend Year Two: \$250 stipend

In addition, CEA proposes that for parent teacher conferences, teachers who (1) hold conferences with both partner teachers present and (2) are scheduled for the complete class shall be allowed to time-sheet up to five additional hours per year to compensate for conference time beyond the eight hours provided. This applies to partner-teachers in the DLI model and partner-teachers in the Midvale Elementary model.

CEA proposes that the \$500 yearly stipend for Kindergarten teachers who teach double sessions be continued.

#### Rationale

The role of the partner-teacher has evolved over the last 10 years. Human Resources now assumes many of the duties that were previously assigned to a partner teacher and curricular resources are available. A recent poll conducted by Canyons School District in partnership with CEA did not show a difference in duties or workload between the English and the Heritage Language side of the DLI partnership. However, a partner-teacher mentoring a teacher from outside the US will experience a greater share of the partnership workload as they acclimate their partner to their duties within the partnership.

Dual session Kindergarten teachers still have significantly more testing than a full-day K teacher and they have additional duty for drop-off and student pick-up.

# Tentative Agreement Between Canyons School District & Canyons Education Association

Date: 4/22/2019

For Canyons School District:

For Canyons Education Association:

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# **Proposal**

CEA recognizes that the Board of Education is making a significant investment in licensed educator salaries for the 2019-2020 school year. In return, CEA understands that for the 2020-2021 salary schedule, there is an expectation of an increment level increase and a reduced COLA. providing for applied a 2,5% while legis / sive Rationale

During the 2019-2020 school year, Canyons School District will perform a salary audit to determine if salaries for administrators and support personnel are competitive. It is anticipated that salary changes for these personnel will take a larger portion of the CSD budget for the 2020-2021 year.

Tentative Agreement Between Canyons School District &	
Canyons Education Association	
Date: 4/28/19	
For Canyons School District:	
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For Canyons Education Association:	
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# **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):

- 410.9 School Advisory Council
- 410.3 Hours of Work
- 410.7 Salary Guidelines

#### Rationale

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

## **BOARD POLICY**

- 1. Issues relating to the effective and efficient functioning of schools are best resolved at the lowest local level. The Board authorizes the establishment of School Advisory Councils for the purpose of communicating areas of concern in the individual schools.
- 2. The Board authorizes the Administration to operate the School Advisory Councils according to the following regulations:

# ADMINISTRATIVE REGULATION—410.9-1: (School Advisory Council)

A School Advisory Council shall be established in each school from the faculty of that school to provide for orderly and professional means of improving program coordination and communications within the school.

- 1. Division Organization
  - 1.1. High Schools
    - 1.1.1. One representative from the non-academiccore subject areas, one representative from the academiccore subject areas, one licensed employee agent faculty representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.
  - 1.2. Middle Schools
    - 1.2.1. One representative from the non-academiccore subject areas, one representative from the academiccore subject areas, one licensed employee agent faculty representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.
  - 1.3. Elementary Schools
    - 1.3.1. One representative from the primary grades, one representative from the intermediate grades, one licensed employee agent faculty representative, and the principal.
- 2. Additional participation or representation on the Council will be determined by the Council as needs arise.
- 3. Teacher representatives and the counselor will be elected by the teaching staff.
- 4. It shall be possible for individual members of the Council to introduce any items of business or points of view to be considered by the Council.
- 5. Minutes shall be recorded and approved by the Council before distribution throughout the school and to the appropriate School Performance Director.
- 6. The Council should meet monthly or more frequently if business dictates. The chairpersonman will be elected by the Council. The operating procedures of the Council will be determined by the Council.
- 7. The Council work shall not carry over into the administration of policies and programs.

8. All items of business or recommendations coming from this Council are advisory only.

# ADMINISTRATIVE REGULATION—410.9-2: (Request for Review-Informal Steps)

- 1. Issues of concern or discussion shall first be communicated to the person(s) involved in the matter with the objective of resolving the issues informally and making it clear that a review by the School Advisory Council may be considered.
- 2. If the issue cannot be resolved within <u>fifteenten</u> (1510) working days, those initiating the review may contact the School Advisory Council to review the matter. All issues must first be reviewed by the School Advisory Council. This step may be waived only if the principal is the subject of the issue.
- 3. If resolution is not achieved through steps 1. and 2., the chair<u>personman</u> and/or cochairs of the School Advisory Council may request in writing a review of the matter by the School Performance Director. A summary of the findings and conclusions of the School Advisory Council shall be included with the request for review. A copy of the request shall be given to the school principal.
- 4. The School Performance Director will convene a review committee made up of School Performance Director, a human resources representative, the Director of Planning and Enrollment [MOUI] and two representatives from the licensed employee agent.
- 5. A summary of the Review Committee findings and conclusions will be prepared by the School Performance Director and sent to the requesting party within twenty (20) working days of the receipt of the request for review. The conclusions of the Review Committee are final.

# POLICY-410.9-SCHOOL ADVISORY COUNCIL

# **BOARD POLICY**

- 1. Issues relating to the effective and efficient functioning of schools are best resolved at the lowest local level. The Board authorizes the establishment of School Advisory Councils for the purpose of communicating areas of concern in the individual schools.
- 2. The Board authorizes the Administration to operate the School Advisory Councils according to the following regulations:

# ADMINISTRATIVE REGULATION—410.9-1: (School Advisory Council)

A School Advisory Council shall be established in each school from the faculty of that school to provide for orderly and professional means of improving program coordination and communications within the school.

- 1. Division Organization
  - 1.1. High Schools
    - 1.1.1. One representative from the non-core subject areas, one representative from the core subject areas, one licensed employee agent faculty representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.
  - 1.2. Middle Schools
    - 1.2.1. One representative from the non-core subject areas, one representative from the core subject areas, one licensed employee agent faculty representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.
  - 1.3. Elementary Schools
    - 1.3.1. One representative from the primary grades, one representative from the intermediate grades, one licensed employee agent faculty representative, and the principal.
- 2. Additional participation or representation on the Council will be determined by the Council as needs arise.
- 3. Teacher representatives and the counselor will be elected by the teaching staff.
- 4. It shall be possible for individual members of the Council to introduce any items of business or points of view to be considered by the Council.
- 5. Minutes shall be recorded and approved by the Council before distribution throughout the school and to the appropriate School Performance Director.
- 6. The Council should meet monthly or more frequently if business dictates. The chairperson will be elected by the Council. The operating procedures of the Council will be determined by the Council.
- 7. The Council work shall not carry over into the administration of policies and programs.

8. All items of business or recommendations coming from this Council are advisory only.

# ADMINISTRATIVE REGULATION—410.9-2: (Request for Review-Informal Steps)

- 1. Issues of concern or discussion shall first be communicated to the person(s) involved in the matter with the objective of resolving the issues informally and making it clear that a review by the School Advisory Council may be considered.
- 2. If the issue cannot be resolved within ten (10) working days, those initiating the review may contact the School Advisory Council to review the matter. All issues must first be reviewed by the School Advisory Council. This step may be waived only if the principal is the subject of the issue.
- 3. If resolution is not achieved through steps 1. and 2., the chairperson and/or cochairs of the School Advisory Council may request in writing a review of the matter by the School Performance Director. A summary of the findings and conclusions of the School Advisory Council shall be included with the request for review. A copy of the request shall be given to the school principal.
- 4. The School Performance Director will convene a review committee made up of School Performance Director, a human resources representative [MOUI] and two representatives from the licensed employee agent.
- 5. A summary of the Review Committee findings and conclusions will be prepared by the School Performance Director and sent to the requesting party within twenty (20) working days of the receipt of the request for review. The conclusions of the Review Committee are final.

# **BOARD POLICY**

- 1. It shall be the policy of the Board to establish the length of the working day for all employees. The length of working days may vary for different categories of employees. The Board delegates to the District Administration the responsibility of determining the working hours for all employees.
- 2. The Board believes that all teachers should be provided a duty-free lunch period and directs the District Administration to administer the duty-free lunch regulations.

# **ADMINISTRATIVE REGULATION—410.3-1:** (Administrative Responsibility)

The immediate supervisor or school principal shall have the responsibility of scheduling the hours of work for individual employees to conform to the requirements within each position. This will be done within the following regulations:

- 1. Full-time Licensed personnel assigned to the local schools a school, multiple schools, or the District Office, are expected to work be at school for eight (8) hours per day at their assigned location(s).
  - 1.1. Licensed personnel assigned to a single school are expected to work which includes at least 30 minutes prior to and 30 minutes after the student day.
  - 2.1.2. Licensed personnel working on a part-time basis will have their hours prorated and determined by the school principal or immediate supervisor in cooperation with the Director of Human Resources and approved by the Superintendent or designee.
  - 3. Itinerant licensed personnel assigned to the various local schools shall work a number of hours comparable to other licensed personnel.
- Licensed personnel may not perform work for or receive compensation from another employer during contract time with Canyons School District.
- 2. Hours of work that job\_share and part-time employees are required to spend on assignments such as parent/teacher conferences, committee work, faculty meetings, etc. shall be prorated by the percentage of a full-time contract.
  - 5.2.1. If a licensed job-share or part-time employee is required to work in addition to the prorated percentage of a full-time contract, they shall be compensated at their hourly rate according to the Licensed Salary Schedule-Hourly Rate sheet.
- 3. Scheduled faculty meetings are held at the principal's discretion, up to two per month (e.g., including one business/committee meeting and one whole faculty professional development).
  - 3.1. If a faculty meeting exceeds contract time, through collaboration with the principal, the licensed employee may exchange this time for other non-student contract time, within five working days.

- 3.2. Faculty members who are unable to attend faculty meetings outside of contract time are still responsible for all information presented.
- 4. Principals retain the authorization to require staff to attend a reasonable number no more than two off contract time of events without compensation (e.g., back-to-school night, school carnival, dance/concert/game supervision, graduation, etc). (no more than two assignments annually).
- 5. Rotational duties shall be equitable among all licensed personnel.
- Licensed personnel may not perform work for or receive compensation from another organization/company/employer during contract time with Canyons School District unless appropriate leave has been requested and approved.

# ADMINISTRATIVE REGULATION—410.3-2: (Duty Free Lunch)

- A thirty (30)-minute duty-free lunch period should be provided for <u>licensed</u> employees who are based at a school, each elementary teacher, and any schedule developed for adequate inside supervision should be designed with this point in mind.
  - 2.1.1. Elementary Tteachers shall be scheduled for student supervision during their lunch period, as little as possible, when still meeting local school needs for supervision during inclement weather. Supervision procedures. However, schedules to provide adequate supervision of students when inclement weather necessitates keeping them inside during lunch, shall be designed and implemented by each school administration and staff.
  - 3. Rotational duties shall be equitable among all certificated personnel.
- 4. Teachers shall not be assigned outside duty during the noon hour. Such duties will continue to be handled by the aides.
- 5.2. Teachers without a duty assignment during their lunch period <u>Licensed</u>
  employees may leave the school site <u>during their lunch period</u> for that period of time after notifying their principal or designee.

# POLICY—410.3—HOURS OF WORK (LICENSED)

### **BOARD POLICY**

- 1. It shall be the policy of the Board to establish the length of the working day for all employees. The length of working days may vary for different categories of employees. The Board delegates to the District Administration the responsibility of determining the working hours for all employees.
- 2. The Board believes that all teachers should be provided a duty-free lunch period and directs the District Administration to administer the duty-free lunch regulations.

# **ADMINISTRATIVE REGULATION—410.3-1:** (Administrative Responsibility)

The immediate supervisor or school principal shall have the responsibility of scheduling the hours of work for individual employees to conform to the requirements within each position. This will be done within the following regulations:

- 1. Full-time licensed personnel assigned to a school, multiple schools, or the District Office, are expected to work for eight (8) hours per day at their assigned location(s).
  - 1.1. Licensed personnel assigned to a single school are expected to work at least 30 minutes prior to and 30 minutes after the student day.
  - 1.2. Licensed personnel working on a part-time basis will have their hours prorated and determined by the school principal or immediate supervisor in cooperation with the Director of Human Resources or designee.
- 2. Hours of work that job-share and part-time employees are required to spend on assignments such as parent/teacher conferences, committee work, faculty meetings, etc. shall be prorated by the percentage of a full-time contract.
  - 2.1. If a licensed job-share or part-time employee is required to work in addition to the prorated percentage of a full-time contract, they shall be compensated at their hourly rate according to the Licensed Salary Schedule-Hourly Rate sheet.
- 3. Scheduled faculty meetings are held at the principal's discretion, up to two per month (e.g., one business/committee meeting and one whole faculty professional development).
  - 3.1. If a faculty meeting exceeds contract time, through collaboration with the principal, the licensed employee may exchange this time for other non-student contract time, within five working days.
  - 3.2. Faculty members who are unable to attend faculty meetings outside of contract time are still responsible for all information presented.
- 4. Principals retain the authorization to require staff to attend no more than two off contract time events without compensation (e.g., back-to-school night, school carnival, dance/concert/game supervision, graduation, etc).
- 5. Rotational duties shall be equitable among all licensed personnel.

6. Licensed personnel may not perform work for or receive compensation from another organization/company/employer during contract time with Canyons School District unless appropriate leave has been requested and approved.

# ADMINISTRATIVE REGULATION—410.3-2: (Duty Free Lunch)

- 1. A thirty (30)-minute duty-free lunch period should be provided for licensed employees who are based at a school..
  - 1.1. Elementary teachers shall be scheduled for student supervision during their lunch period, as little as possible, still meeting school needs for supervision during inclement weather. Supervision procedures shall be designed and implemented by each school administration and staff.
- 2. Licensed employees may leave the school site during their lunch period after notifying their principal or designee.

#### **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.
- 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.
- 2.3. The Board delegates to the District Administration the responsibility for implementing the salary policy.

#### **ADMINISTRATIVE REGULATION:**

#### Date of Payments

All licensed employees shall receive Two salary payments shall be made 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. All approved deductions, other than these legally required, shall be made only upon the written request of the employee.

#### 2. Salary Rates

District personnel 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.

#### 3.4. Basic Salary Schedule

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

#### 4.5. Differential Allowance

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

#### 5-6. Salary Placement

- 5.1.6.1. To determine an educatorlicensed employee's initial salary placement:
  - 5.1.1.6.1.1. Identify the educator licensed employee's "Education Enhancement" Increment Level
  - 5.1.2.6.1.2. 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. 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 No more than one (1) year service credit is awarded for a single school year
    - 5.1.2.1.6.1.2.2. 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
    - 5.1.2.2.6.1.2.3. Educator Licensed employee's experience in Canyons District receives full credit

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

6.7. Education Enhancement

6.1.7.1. To determine the educatorlicensed employee's "Education Enhancement" Increment Level:

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

Bachelor's Degree n/a

Bachelor's Degree + 20 semester hours
Bachelor's Degree + 40 semester hours
Bachelor's Degree + 60 semester hours
Master's Degree (Total of 6 Increment Levels)

Master's Degree + 20 semester hours Master's Degree + 40 semester hours Master's Degree + 60 semester hours

Doctorate Degree (Total of 12 Increment Levels)

+1 Increment Level

+1 Increment Level

+1 Increment Level

+3 Increment Levels

increment Levels

+1 Increment Level

+1 Increment Level

+1 Increment Level

+3 Increment Levels

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

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

#### 8.9. 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 Chapter 43 of Title 38, U.S. Code. the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

#### 9.10. Submission of Evidence

- 9.1.10.1. 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.
- enhancement: only graduate hours beyond the original certificate and B.S. degree will count toward salary 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 placement if the new hires' hours are recommended to the Local Professional Improvement Committee (LPIC) by one or more District administrators as meeting an identified District need. The recommendation, along with supporting evidence, must be submitted in writing to the LPIC no later than the first five days of the new hire's start date, so the LPIC will have sufficient time to approve or deny the request.
  - 10.2.1. 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. Increment Level(s) for current employees will be granted only for resident (on campus) college credit, Credit earned from an accredited university.
- 10.3.2. USOEUSBE approved credit, District approved credit, and
- 9.3.10.3.3. LPIC approved in-service credit. These hours will be granted in accordance with Policy—400.212—Local Professional Improvement Committee.

9.4.10.4. 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 15th of the month to be effective on the 1st of the following month. Proof of eligibility received after April 15th will be reflected on the next school years contract.

10. <u>Compensation for Substitute Teachers</u>
A salary schedule for substitute teachers shall be established.

#### POLICY-410.7-SALARY GUIDELINES

#### **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.

#### ADMINISTRATIVE REGULATION:

#### 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.

#### 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

### 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

Bachelor's Degree + 40 semester hours

Bachelor's Degree + 60 semester hours

+1 Increment Level

+1 Increment Level

+1 Increment Level

Master's Degree (Total of 6 Increment Levels)

Master's Degree + 20 semester hours

Master's Degree + 40 semester hours

Master's Degree + 60 semester hours

Doctorate Degree (Total of 12 Increment Levels)

+3 Increment Levels

+1 Increment Level

+1 Increment Level

+1 Increment Level

+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 eleven (11), 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 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.





#### Memorandum of Understanding

Due to changes in state law, Canyons School District and CEA propose changes to Policy 410.6 — Personal Safety and Security (attached) for the 2018-2019 school year, further reviewing the policy through the Policy Review Advisory Group and having any changes ratified by CEA membership and Canyons School Board as part of the 2019-2020 contract negotiations that will take place in Spring of 2019.

MOU Agreement Between Canyons School District & Canyons Education Association

Date:

For Canyons School District:

For Canyons Education Association



POLICY—410.6—PERSONAL SECURITY AND SAFETY		
	DISTRICT CODE: 410.6	ADOPTED: 5.10.2016 (NEG)
=	<i>RESCINDS:</i> GBGBA; GBGBB	<b>ADOPTED:</b> 6.26.90; 6.22.04

#### **BOARD POLICY**

- 1. The Board of Education is committed to the protection of employees and a safe work environment. The Board recognizes the need for a policy governing the protection of employees and a reporting procedure to address incidents of verbal or physical conduct that may be harmful or abusive to employees in the workplace.
- 2. The Board of Education authorizes the Superintendent and District Administration to develop administrative regulations consistent with this policy, subject to review and approval by the Board.

ADMIN DUC AT	
ADMIN REG:	APPROVED:
410.6-1 5.3	5.10.2016

#### **ADMINISTRATIVE REGULATION—410.6-1:**

# For purposes of this policy, the following definitions apply:

- 1. "Assault": means a person engages in an act with unlawful force (not self-defense) that causes bodily injury to another.
- 2. "Abuse" means:
  - 2.1. attempting, verbally or physically, to cause harm;
  - 2.2. intentionally or knowingly causing harm, or placing another in fear of imminent harm;
  - 2.3. causing physical injury by intentional acts or omissions; or
  - 2.4. unreasonable or inappropriate use of physical restraint.
- 3. "Abusive Conduct":
  - 3.1. means verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress.
  - 3.2. A single act does not constitute abusive conduct.

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<u>ADMINISTRATIVE REGULATION—410.6-2:</u> (Procedures for <u>Assault Abuse</u>, and <u>Abuse Assault</u>, and <u>Abusive Conduct</u> Reporting)



<u>Procedures Grievance process Procedures for handling and reporting abuse/assault/abuse/abusive conduct incidents (grievance process).(grievance process).</u>

- 1. Employees will take appropriate precautionary measures to avoid <a href="mailto:abuse/abusive conduct">abuse/abusive conduct</a> incidents in the workplace, including, but not limited to, communicating with their immediate supervisor or Human Resources regarding workplace concerns.
- 2. If a workplace <a href="https://abuse/abusive conduct">abuse/abusive conduct</a> incident occurs, employees shall immediately notify their immediate supervisor.
- 3. The immediate supervisor will conduct an initial assessment of the incident, requesting assistance from his/her supervisor and Human Resources. Law enforcement shall also be contacted, if appropriate.
  - 3.1. In cases of workplace abuse/assault/abuse/abusive conduct or threatened abuse/assault/abuse/abusive conduct, an employee may be removed from the building until the immediate supervisor and Human Resources determines it is safe for the employee to return.
  - 3.2. Employees who are removed from a building for safety reasons shall be placed on paid leave with approval by the Human Resources Department.
  - 3.3. Paid leave approved by the Human Resources Department for safety reasons does not impact the individual's other leave benefits.

# 4. Disposition of workplace abuse/assault/abuse/abusive conduct incidents

- 4.1. Victims of workplace physical abuse will undergo a physical examination by a qualified physician at District expense, even if injury is minimal.
- 4.2. The District will make restitution to an employee for verifiable damage or loss of personal property, as the result of an assault, to the extent the District's liability insurance provides such coverage.
- 4.3. Employees whose clothing, glasses, or other items worn upon the body are damaged or destroyed as the result of an assault shall be reimbursed for verifiable damages.
- 4.4. Whenever an employee is absent from his/her assignment as a result of a workplace assault or for appearances before a judicial body of legal authority in connection with a workplace assault case, there shall be no loss of wages or reduction in accumulated leave.
- 5. Any parent/guardian or student, who is at least eight years old, who that engages in abusive conduct, is in violation of this policy and may be subject to the following:
  - 5.1. the parent/guardian may be issued a trespass notice prohibiting them from coming onto school or District property;



- 5.2. the parent/guardian or student-may be subject to communication protocols wherein parameters and restrictions are placed upon them in regards to communicating with school or District personnel:
- 5.3. the parent/guardian or student may be subject to other appropriate school or District imposed restrictions; and/or
- 5.4. the parent/guardian may be subject to appropriate legal action.

**ADMIN REG:** 410.6-3

**APPROVED:** 5.10.2016

### **ADMINISTRATIVE REGULATION—410.6-3:** (Employee Protections)

1. If criminal or civil proceedings are brought against an employee due to employment in the District, the District will follow statutory requirements and provide coverage in accordance with current agreements with Utah Risk Management.

#### **EXHIBITS**

None

#### **REFERENCES**

None Utah Code 53G-9-601

#### **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—410.6—PERSONAL SECURITY AND SAFETY		
	DISTRICT CODE: 410.6	<i>ADOPTED:</i> 8.18.18 (NEG)
	RESCINDS: 410.6	<b>ADOPTED:</b> 5.10.16

#### **BOARD POLICY**

- 1. The Board of Education is committed to the protection of employees and a safe work environment. The Board recognizes the need for a policy governing the protection of employees and a reporting procedure to address incidents of verbal or physical conduct that may be harmful or abusive to employees in the workplace.
- 2. The Board of Education authorizes the Superintendent and District Administration to develop administrative regulations consistent with this policy, subject to review and approval by the Board.

ADMIN REG:	APPROVED:
410.6-1	8.18.18

#### **ADMINISTRATIVE REGULATION—410.6-1:**

# For purposes of this policy, the following definitions apply:

- 1. "Assault": means a person engages in an act with unlawful force (not self-defense) that causes bodily injury to another.
- 2. "Abuse" means:
  - 2.1. attempting, verbally or physically, to cause harm;
  - 2.2. intentionally or knowingly causing harm, or placing another in fear of imminent harm;
  - 2.3. causing physical injury by intentional acts or omissions; or
  - 2.4. unreasonable or inappropriate use of physical restraint.
- 3. "Abusive Conduct":
  - 3.1. means verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress.
  - 3.2. A single act does not constitute abusive conduct.

	<b>ADMIN REG:</b> 410.6-2	<b>APPROVED:</b> 8.18.18
ADMINISTRATIVE DECILIATION_410 6-2: (Proce	dures for Assault	Ahuse and

Abusive Conduct Reporting) (Procedures for Assault, Abuse, and



# <u>Procedures for reporting assault/abuse/abusive conduct incidents (grievance process).</u>

- 1. Employees will take appropriate precautionary measures to avoid assault/abuse/abusive conduct incidents in the workplace, including, but not limited to, communicating with their immediate supervisor or Human Resources regarding workplace concerns.
- 2. If a workplace assault/abuse/abusive conduct incident occurs, employees shall immediately notify their immediate supervisor.
- 3. The immediate supervisor will conduct an initial assessment of the incident, requesting assistance from his/her supervisor and Human Resources. Law enforcement shall also be contacted, if appropriate.
  - 3.1. In cases of workplace assault/abuse/abusive conduct or threatened assault/abuse/abusive conduct, an employee may be removed from the building until the immediate supervisor and Human Resources determines it is safe for the employee to return.
  - 3.2. Employees who are removed from a building for safety reasons shall be placed on paid leave with approval by the Human Resources Department.
  - 3.3. Paid leave approved by the Human Resources Department for safety reasons does not impact the individual's other leave benefits.

### 4. Disposition of workplace assault/abuse/abusive conduct incidents

- 4.1. Victims of workplace physical abuse will undergo a physical examination by a qualified physician at District expense, even if injury is minimal.
- 4.2. The District will make restitution to an employee for verifiable damage or loss of personal property, as the result of an assault, to the extent the District's liability insurance provides such coverage.
- 4.3. Employees whose clothing, glasses, or other items worn upon the body are damaged or destroyed as the result of an assault shall be reimbursed for verifiable damages.
- 4.4. Whenever an employee is absent from his/her assignment as a result of a workplace assault or for appearances before a judicial body of legal authority in connection with a workplace assault case, there shall be no loss of wages or reduction in accumulated leave.

# 5. Any parent/guardian who engages in abusive conduct is in violation of this policy and may be subject to the following:

- 5.1. the parent/guardian may be issued a trespass notice prohibiting them from coming onto school or District property;
- 5.2. the parent/guardian may be subject to communication protocols wherein parameters and restrictions are placed upon them in regards to communicating with school or District personnel;



- 5.3. the parent/guardian may be subject to other appropriate school or District imposed restrictions; and/or
- 5.4. the parent/guardian may be subject to appropriate legal action.

ADMIN REG:

**APPROVED:** 8.18.18

410.6-3

ADMINISTRATIVE REGULATION—410.6-3: (Employee Protections)

1. If criminal or civil proceedings are brought against an employee due to employment in the District, the District will follow statutory requirements and provide coverage

in accordance with current agreements with Utah Risk Management.

### **EXHIBITS**

None

#### REFERENCES

Utah Code 53G-9-601

#### **FORMS**

None

CANYONS BOARD OF EDUCATION

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