



**Canyons Education Association  
Canyons School District  
2023-2024**



**Canyons Education Association Negotiations Team**

Mitchell Atencio	Teacher – Corner Canyon High
Rebecca Allen	Teacher–Bella Vista Elementary
Mallory Record	CEA Vice President - Jordan High
Julie Beane	Teacher - Jordan High
Kathy Smith	Teacher - Altara Elementary
Kirah Zeilinger	Jordan UniServ Consultant

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

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

**Canyons School District Board of Education**

Amber Shill	President - District 2
Mont Millerberg	1st Vice President - District 1
Amanda Oaks	2nd Vice President - District 6
Nancy Tingey	District 3
Andrew Edtl	District 4
Karen Pederson	District 5
Holly Neibaur	District 7

**Proposed Ground Rules  
2023-2024**

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

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

5. All agreements, if any, reached during negotiations shall be considered tentative until final agreement has been reached on the entire package. Tentative agreements will be signed and dated.
6. The complete negotiations package must be ratified by the CEA membership and formally approved by the Board of Education in order to be considered a final agreement. The provisions of such agreements shall not be released to the public until they have been so ratified, at which time a joint release of information will be prepared.
7. CEA and the Board of Education will regularly communicate with their membership regarding the negotiations process. When an agreement is reached, the provisions of the agreements will be released in separate but simultaneous communications by CEA and the Board (i.e., CEA to members of CEA and the Board of Education to all licensed employees). **Any public release of information during negotiations will be done jointly.**
8. All efforts will be made to bargain in good faith. However, if impasse is declared, a joint public release of information is no longer required and the procedures outlined in Canyons District Policy 410.0/420.0 Scope of Negotiations shall be followed.
9. Minutes may be taken by either or both parties. However, minutes are working notes for the teams' purposes only and not an official record of negotiations sessions.
10. Negotiated agreements will be posted online within ten (10) working days of the ratification of the Board of Education.
11. If any member of either negotiations team is unable to attend in-person, the individual may participate virtually, i.e. via Zoom or by phone, provided they do not record any portion of the negotiations meeting.

  
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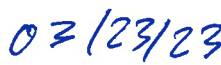
For Canyons School District

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

For Canyons Education Association

  
\_\_\_\_\_

Date

# Financial Compensation





**Negotiations  
Contract Year 2023-24**

**Proposal**

After the Educator Salary Adjustment increase of \$4,200 and the Teacher Student Success Act increase of \$135 the starting base salary will be \$59,000. CEA then proposes a 0.593% COLA increase (calculated at increment 1) to be applied to the licensed salary schedule for the 2023-2024 year (setting increment 1 to \$59,350). The increment levels will also increase to \$950 from \$900.

**Rationale**

CEA feels we must combat the relatively low COLAs of recent years (when compared against inflation) by increasing the COLA amount more substantially, in addition to the increment level increase jointly proposed by Canyons District. This honors both longevity within the district and helps attract new teachers to work in Canyons.

<b>Tentative Agreement Between Canyons School District &amp; Canyons Education Association</b>	
 _____	<u>4/26/23</u> _____
For Canyons School District	Date
 _____	<u>04/26/23</u> _____
For Canyons Education Association	Date



**Negotiations  
Contract Year 2023-2024**

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**Proposal**

CEA proposes that CSD funds the annual increment increase, advancing each employee by their earned increment level.

**Rationale**

Employees count on the annual level increase at a bare minimum, in addition to regular COLAs, and budget both year-to-year finances and retirement counting on this increase.

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

*Rui Robin*

For Canyons School District

*4/26/23*

Date

*[Signature]*

For Canyons Education Association

*04/26/23*

Date



**Negotiations  
Contract Year 2023-2024**

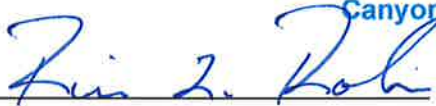


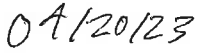
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**Proposal**

CEA proposes that Education Enhancements for continuing education be funded for the 2023-24 contract year.

**Rationale**

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

<b>Tentative Agreement Between Canyons School District &amp; Canyons Education Association</b>	
 _____	 _____
For Canyons School District	Date
 _____	 _____
For Canyons Education Association	Date



**Negotiations  
Contract Year 2023-24**

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**Proposal**

CEA proposes that educators with current National Board Certification for teaching be paid a stipend of \$2000 in addition to their base contract while other approved National Board Certifications continue to be paid a stipend of \$1000.

**Rationale**


In order to incentivize teachers to obtain and simultaneously acknowledge the amount of work needed to obtain National Board Certification, increasing the yearly stipend would attract and keep highly qualified teachers in Canyons. The amount would make the NBCT stipend higher than the amount given by surrounding districts.

Furthermore, CEA acknowledges that National Board Certified means different things for teachers than it does for other District employees; however, rather than reducing the amount awarded to our National Board Certified colleagues in other departments, CEA feels we should preserve the appropriate pay for those employees while enhancing the pay at a higher level to respect the extra work taken on by teachers who complete (and maintain) this certification.

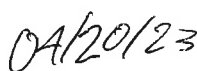
This adjustment gives Canyons a competitive edge in recruiting these above-and-beyond teachers, as neighboring districts offer stipends more than double what Canyons presently offers its teachers with this certification.

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

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

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date



Inservice Rate is Increment Level 1

### Salary Placement

To determine an educator's initial salary placement:

- ♦ Identify the educator's "Education Enhancement" Increment Level
- ♦ Add previous contracted licensed work experience from an accredited school system, up to fifteen years, each year equating to an Increment Level
  - Two half years, with at least one of the years being a minimum of 92 days, will be added together to equal one year/Increment Level
  - Educator's experience in Canyons District receives full credit
  - Educators who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience
- ♦ Add one (1) Increment Level

### Education Enhancement

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

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

Bachelor's Degree	n/a
Master's Degree	+6 Increment Levels
Doctorate Degree	+6 Increment Levels
- ♦ Identify semester hours awarded after July 1, 2017, not used for the degree(s) identified above, and which are relevant to education and/or the educator's assignment. Note: Educators with multiple degrees are also placed using the same/following criteria.
 

20 semester hours	+1 Increment Level
40 semester hours	+1 Increment Level
60 semester hours	+1 Increment Level
80 semester hours	+1 Increment Level

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

### Salary Schedule Information

- ♦ An Educator Salary Adjustment (ESA) of \$8,400 and a Teacher and Student Success Act (TSSA) of \$900 are included as part of the Base Contract.
 

Thirty-two (32) additional hours of pay are available to CACTUS licensed employees for personal professional development at the in-service rate of \$39.89, i.e., \$1,276.48. All are dependent upon continued legislative funding.
- ♦ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20, minus ESA and TSSA funds. The dollar difference between Increment Levels is \$950.
- ♦ The Base Contract is prorated based upon the number of days remaining in the contract.
- ♦ Educators with current National Board Certification for teaching will be paid a stipend of \$2,000 in addition to their Base Contract. Other approved National Board Certifications will be paid a stipend of \$1,000.

Increment Levels	Hourly Rate
1	\$39.89
2	\$40.52
3	\$41.16
4	\$41.80
5	\$42.44
6	\$43.08
7	\$43.72
8	\$44.35
9	\$44.99
10	\$45.63
11	\$46.27
12	\$46.91
13	\$47.55
14	\$48.19
15	\$48.82
16	\$49.46
17	\$50.10
18	\$50.74
19	\$51.38
20	\$52.02
21	\$52.65
22	\$53.29
23	\$53.93
24	\$54.57
25	\$55.21
26	\$55.85
27	\$56.49
28	\$57.12
29	\$57.76
30	\$58.40
31	\$59.04
32	\$59.68
33	\$60.32
34	\$60.95
35	\$61.59
36	\$62.23
37	\$62.87
38	\$63.51
39	\$64.15
40	\$64.78





# Licensed Salary Schedule-L186 (2023-2024)

August 14, 2023 - May 30, 2024

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
- ◆ Add one (1) Increment Level

## Education Enhancement

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

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

Bachelor's Degree	n/a
Master's Degree	+6 Increment Levels
Doctorate Degree	+6 Increment Levels
- ◆ Identify semester hours awarded after July 1, 2017, not used for the degree(s) identified above, and which are relevant to education and/or the educator's assignment. Note: Educators with multiple degrees are also placed using the same/following criteria.
 

20 semester hours	+1 Increment Level
40 semester hours	+1 Increment Level
60 semester hours	+1 Increment Level
80 semester hours	+1 Increment Level

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

## Salary Schedule Information

- ◆ An Educator Salary Adjustment (ESA) of \$8,400 and a Teacher and Student Success Act (TSSA) of \$900 are included as part of the Base Contract.  
Thirty-two (32) additional hours of pay are available to CACTUS licensed employees for personal professional development at the in-service rate of \$39.89, i.e., \$1,276.48. All are dependent upon continued legislative funding.
- ◆ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20, minus ESA and TSSA funds. The dollar difference between Increment Levels is \$950.
- ◆ The Base Contract is prorated based upon the number of days remaining in the contract.
- ◆ Educators with current National Board Certification for teaching will be paid a stipend of \$2,000 in addition to their Base Contract. Other approved National Board Certifications will be paid a stipend of \$1,000.

Increment Levels	Base Contract
1	\$59,350
2	\$60,300
3	\$61,250
4	\$62,200
5	\$63,150
6	\$64,100
7	\$65,050
8	\$66,000
9	\$66,950
10	\$67,900
11	\$68,850
12	\$69,800
13	\$70,750
14	\$71,700
15	\$72,650
16	\$73,600
17	\$74,550
18	\$75,500
19	\$76,450
20	\$77,400
21	\$78,350
22	\$79,300
23	\$80,250
24	\$81,200
25	\$82,150
26	\$83,100
27	\$84,050
28	\$85,000
29	\$85,950
30	\$86,900
31	\$87,850
32	\$88,800
33	\$89,750
34	\$90,700
35	\$91,650
36	\$92,600
37	\$93,550
38	\$94,500
39	\$95,450
40	\$96,400

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



# Licensed Salary Schedule-L196

(2023-2024)

August 3, 2023 - June 4, 2024

196 Days - Full Time 8 Hours Per Day

## Salary Placement

To determine an educator's initial salary placement:

- ◆ Identify the educator's "Education Enhancement" Increment Level
- ◆ Add previous contracted licensed work experience from an accredited school system, up to fifteen years, each year equating to an Increment Level
  - Two half years, with at least one of the years being a minimum of 92 days, will be added together to equal one year/Increment Level
  - Educator's experience in Canyons District receives full credit
  - Educators who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience
- ◆ Add one (1) Increment Level

## Education Enhancement

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

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

Bachelor's Degree	n/a
Master's Degree	+6 Increment Levels
Doctorate Degree	+6 Increment Levels
- ◆ Identify semester hours awarded after July 1, 2017, not used for the degree(s) identified above, and which are relevant to education and/or the educator's assignment. Note: Educators with multiple degrees are also placed using the same/following criteria.
 

20 semester hours	+1 Increment Level
40 semester hours	+1 Increment Level
60 semester hours	+1 Increment Level
80 semester hours	+1 Increment Level

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

## Salary Schedule Information

- ◆ An Educator Salary Adjustment (ESA) of \$8,400 and a Teacher and Student Success Act (TSSA) of \$900 are included as part of the Base Contract.
 

Thirty-two (32) additional hours of pay are available to CACTUS licensed employees for personal professional development at the in-service rate of \$39.89, i.e., \$1,276.48. All are dependent upon continued legislative funding.
- ◆ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20, minus ESA and TSSA funds. The dollar difference between Increment Levels is approximately \$1,001.
- ◆ The Base Contract is prorated based upon the number of days remaining in the contract
- ◆ Educators with current National Board Certification for teaching will be paid a stipend of \$2,000 in addition to their Base Contract. Other approved National Board Certifications will be paid a stipend of \$1,000.

Increment Levels	Base Contract
1	\$62,041
2	\$63,042
3	\$64,043
4	\$65,044
5	\$66,045
6	\$67,046
7	\$68,047
8	\$69,048
9	\$70,049
10	\$71,051
11	\$72,052
12	\$73,053
13	\$74,054
14	\$75,055
15	\$76,056
16	\$77,057
17	\$78,058
18	\$79,059
19	\$80,060
20	\$81,061
21	\$82,062
22	\$83,063
23	\$84,065
24	\$85,066
25	\$86,067
26	\$87,068
27	\$88,069
28	\$89,070
29	\$90,071
30	\$91,072
31	\$92,073
32	\$93,074
33	\$94,075
34	\$95,076
35	\$96,077
36	\$97,078
37	\$98,080
38	\$99,081
39	\$100,082
40	\$101,083

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



July 25, 2023 - June 7, 2024

206 Days - Full Time 8 Hours Per Day

**Salary Placement**

To determine an educator's initial salary placement:

- ◆ Identify the educator's "Education Enhancement" Increment Level
- ◆ Add previous contracted licensed work experience from an accredited school system, up to fifteen years, each year equating to an Increment Level
  - Two half years, with at least one of the years being a minimum of 92 days, will be added together to equal one year/Increment Level
  - Educator's experience in Canyons District receives full credit
  - Educators who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience
- ◆ Add one (1) Increment Level

**Education Enhancement**

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

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

Bachelor's Degree	n/a
Master's Degree	+6 Increment Levels
Doctorate Degree	+6 Increment Levels
- ◆ Identify semester hours awarded after July 1, 2017, not used for the degree(s) identified above, and which are relevant to education and/or the educator's assignment. Note: Educators with multiple degrees are also placed using the same/following criteria.
 

20 semester hours	+1 Increment Level
40 semester hours	+1 Increment Level
60 semester hours	+1 Increment Level
80 semester hours	+1 Increment Level

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

**Salary Schedule Information**

- ◆ An Educator Salary Adjustment (ESA) of \$8,400 and a Teacher and Student Success Act (TSSA) of \$900 are included as part of the Base Contract.  
 Thirty-two (32) additional hours of pay are available to CACTUS licensed employees for personal professional development at the in-service rate of \$39.89, i.e., \$1,276.48. All are dependent upon continued legislative funding.
- ◆ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20, minus ESA and TSSA funds. The dollar difference between Increment Levels is approximately \$1,052.
- ◆ The Base Contract is prorated based upon the number of days remaining in the contract
- ◆ Educators with current National Board Certification for teaching will be paid a stipend of \$2,000 in addition to their Base Contract. Other approved National Board Certifications will be paid a stipend of \$1,000.

Increment Levels	Base Contract
1	\$64,732
2	\$65,784
3	\$66,836
4	\$67,888
5	\$68,940
6	\$69,992
7	\$71,045
8	\$72,097
9	\$73,149
10	\$74,201
11	\$75,253
12	\$76,305
13	\$77,358
14	\$78,410
15	\$79,462
16	\$80,514
17	\$81,566
18	\$82,618
19	\$83,670
20	\$84,723
21	\$85,775
22	\$86,827
23	\$87,879
24	\$88,931
25	\$89,983
26	\$91,035
27	\$92,088
28	\$93,140
29	\$94,192
30	\$95,244
31	\$96,296
32	\$97,348
33	\$98,401
34	\$99,453
35	\$100,505
36	\$101,557
37	\$102,609
38	\$103,661
39	\$104,713
40	\$105,766

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



# Licensed Salary Schedule-L242

(2023-2024)

July 1, 2023 - June 30, 2024

242 Days - Full Time 8 Hours Per Day

## Salary Placement

To determine an educator's initial salary placement:

- ♦ Identify the educator's "Education Enhancement" Increment Level
- ♦ Add previous contracted licensed work experience from an accredited school system, up to fifteen years, each year equating to an Increment Level
  - Two half years, with at least one of the years being a minimum of 92 days, will be added together to equal one year/Increment Level
  - Educator's experience in Canyons District receives full credit
  - Educators who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience
- ♦ Add one (1) Increment Level

## Education Enhancement

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

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

Bachelor's Degree	n/a
Master's Degree	+6 Increment Levels
Doctorate Degree	+6 Increment Levels
- ♦ Identify semester hours awarded after July 1, 2017, not used for the degree(s) identified above, and which are relevant to education and/or the educator's assignment. Note: Educators with multiple degrees are also placed using the same/following criteria.
 

20 semester hours	+1 Increment Level
40 semester hours	+1 Increment Level
60 semester hours	+1 Increment Level
80 semester hours	+1 Increment Level

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

## Salary Schedule Information

- ♦ An Educator Salary Adjustment (ESA) of \$8,400 and a Teacher and Student Success Act (TSSA) of \$900 are included as part of the Base Contract.
 

Thirty-two (32) additional hours of pay are available to CACTUS licensed employees for personal professional development at the in-service rate of \$39.89, i.e., \$1,276.48. All are dependent upon continued legislative funding.
- ♦ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20, minus ESA and TSSA funds. The dollar difference between Increment Levels is approximately \$1,134.
- ♦ The Base Contract is prorated based upon the number of days remaining in the contract
- ♦ Educators with current National Board Certification for teaching will be paid a stipend of \$2,000 in addition to their Base Contract. Other approved National Board Certifications will be paid a stipend of \$1,000.

Increment Levels	Base Contract
1	\$69,037
2	\$70,171
3	\$71,305
4	\$72,439
5	\$73,573
6	\$74,706
7	\$75,840
8	\$76,974
9	\$78,108
10	\$79,242
11	\$80,376
12	\$81,510
13	\$82,644
14	\$83,777
15	\$84,911
16	\$86,045
17	\$87,179
18	\$88,313
19	\$89,447
20	\$90,581
21	\$91,715
22	\$92,848
23	\$93,982
24	\$95,116
25	\$96,250
26	\$97,384
27	\$98,518
28	\$99,652
29	\$100,785
30	\$101,919
31	\$103,053
32	\$104,187
33	\$105,321
34	\$106,455
35	\$107,589
36	\$108,723
37	\$109,856
38	\$110,990
39	\$112,124
40	\$113,258

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



# Benefits – Insurance



# Negotiations - Licensed

Insurance  
(Contract Year 2023-24)



## Joint Proposal

Canyons School District Administration and Canyons Education Association agree to the proposed recommendations from the District Insurance Committee, e.g.:

- The District will increase its premiums by \$300,000 spread across all plans. There will be no increase to the employee premiums.
- Beginning January 1, 2024, Traditional Plan Deductibles will increase to:
  - Single - \$850 to \$900
  - Couple/Family - \$2,550 to \$2,700
- Beginning January 1, 2024, Out-of-Pocket Maximums will increase to:
  - Single - \$3,500 to \$4,000
  - Couple/Family - \$7,000 to \$8,000
- Beginning January 1, 2024, a Specialty Drug Coupon Program will be implemented with PEHP

## Rationale

CEA understands that usage in the insurance plans have increased as well as health care costs in general. If the plan costs continue to rise, the Insurance Committee may need to revisit the premium costs for the 2024 plan year and a Memorandum of Understanding may be needed if adjustments are required.

Tentative Agreement  
Between  
Canyons School District  
&  
Canyons Education Association

Date: 07/20/23

For Canyons School District

For Canyons Education Association

# Policy Changes





**Negotiations  
Contract Year 2023-24**

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**Proposal**

CEA proposes the attached changes to Policy 410.01 - Scope of Negotiations - Policies (Licensed) to ensure the policies contained therein remain negotiated.

**Rationale**

The years listed for the effective dates for policies agreed to in the 2023-24 contract year negotiations need to be updated.

<b>Tentative Agreement Between Canyons School District &amp; Canyons Education Association</b>	
 _____ For Canyons School District	Date <b>4/13/23</b>
 _____ For Canyons Education Association	Date <b>04/13/23</b>

# **Policy 410.01 – Scope of Negotiations-Policies (Licensed)**

**POLICY NUMBER:**

410.01

**ADOPTED:**

5.17.2022 (NEG)

## **Board Policy**

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

**ADMINISTRATIVE REGULATION:**

410.01-1

**APPROVED:**

5.17.2022

## **Scope of Negotiations - Policies (Licensed) - 410.01-I**

1. The Board of Education recognizes the need to negotiate with the recognized employee agent group on issues relating to wages, hours, and working conditions. The following policies will remain as negotiated polices for the contract year ~~2022-2023~~ 2023-2024:
  - 410.0, Scope of Negotiations (6.9.2020)
  - 410.01, Scope of Negotiations – Policies (Licensed) (5.17.2022)
  - 410.02, Release Time for Licensed Employee Agent Group President (8.30.2011)
  - 410.03, Hours of Work (Licensed) (5.7.2019)

- 410.04, Employee Leave (Licensed) (5.17.2022)
- 410.05, Fringe Benefits (Licensed) (6.9.2020)
- 410.06, Personal Security and Safety (8.18.2018)
- 410.07, Salary Guidelines (5.17.2022)
- 410.08, Provisional Status (Licensed) (5.16.2017)
- 410.9, School Advisory Council (5.7.2019)
- 410.10, District Advisory Council (5.8.2018)
- 410.11, Concerns Complaints Grievances (8.30.2011)
- 410.12, Assignments and Transfers (5.17.2022)
- 410.13, Reduction in Force (Licensed) (6.9.2020)
- 410.14, Termination of Employment (Licensed) (8.30.2011)
- 410.15, District-Post Retirement Benefits (10.16.2007; 3.21.2006; 3.21.2006; updated 5.17.2022)

NOTE: Any other policies or specific aspects of certain policies where negotiation with employee groups is stipulated by state or federal law.

## **Exhibits**

None

## **References**

None

## **Forms**

None

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



# Negotiations - Licensed

District Policy 410.04 – Employee Leave (Licensed)  
(Contract Year 2023-24)



**Joint Proposal**

Canyons School District Administration and Canyons Education Association propose revising District policy 410.04 – Employee Leave (Licensed) expanding Extended Family Sick Leave to include the use of accrued Sick Leave for bonding with a child as well as providing two weeks of paid Parental Leave for a non-gestational parent. Note: When Extended Family Sick Leave is used for bonding with the child, the combination of Maternity and any other leave (e.g., Extended Family Sick and Personal Leave) may not exceed twelve weeks for recovery and/or bonding.

It is also proposed to add clarification to Maternity Leave indicating that cesarean births qualify for up to eight (8) weeks of paid Maternity Leave and removed the succeeding year repayment requirement.

It is also proposed to add additional Bereavement Leave for the death of an employee's adult child with no adult heir/trustee to manage their estate.

It is also proposed allowing licensed employees, who do not require a substitute, to take Personal Leave the day before or after a school holiday.

It is also proposed allowing a first-year employee, who qualifies for leave benefits, an additional fifteen (15) days of Personal Leave – Non-Paid if the employee has extenuating circumstances related to personal injury/illness, maternity, or injury/illness of a child, spouse, or parent.

**Rationale**

Employees have requested the ability to have more flexibility in the use of their accrued leave. These changes will provide additional flexibility that currently does not exist.

Tentative Agreement  
Between  
Canyons School District  
&  
Canyons Education Association

Date: 07/26/23

For Canyons School District



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For Canyons Education Association



## **Policy 410.04 – Employee Leave (Licensed)**

**POLICY NUMBER:**

410.04

**ADOPTED:**

5.17.2022 (NEG)

### **Board Policy**

1. It is the policy of the Board of Education to authorize the following leave benefits for licensed employees:
  1. alternative leave;
  2. bereavement leave;
  3. educational leave;
  4. maternity/parental leave;
  5. extended family sick leave;
  6. personal leave paid;
  7. personal leave non-paid;
  8. sick leave; and
  9. employee-funded sick bank.
  
2. The Board authorizes the Superintendent and District Administration to establish administrative regulations consistent with this policy.

**ADMINISTRATIVE REGULATION:**

410.04-1

**APPROVED:**

5.17.2022

### **Alternative Leave - 410.4-1**

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

Alternative leave shall be administered according to the following regulations:

1. Each eligible licensed employee shall be allowed one (1) day of alternative leave per year.
2. Employees taking alternative leave shall be required to pay a fee of \$110.00.
3. Alternative leave is non-accumulative.
4. Employees shall give at least one day's notice of the intent to take alternative leave.
5. Alternative leave may not be used during parent/teacher conferences, on a contract day prior to the first day of school, or during the first five (5) or last five (5) days of the school year.

**ADMINISTRATIVE REGULATION:**

410.04-2

**APPROVED:**

5.17.2022

**Bereavement Leave - 410.04-2**

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

1. Employees who qualify for paid leave benefits shall be granted, for funeral and related issues, up to eight (8) days absence without pay deduction in the event of the death of a spouse, parent/step-parent, or child and any other child who is being or was parented by the employee and resides or resided in the home.
2. Employees shall be granted, for funeral and related issues, up to three (3) days of absence without pay deduction in the event of the death of the employee's spouse's parent/step-parents or the employee's or spouse's grandchild, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, or other person residing in the employee's home.
3. A maximum of two (2) additional days may be granted if travel time is needed. Travel must be in excess of 350 miles (one way) to qualify for additional days. An immediate supervisor shall request travel verification information from an employee.
4. If the death of an employee's parent/step-parent results in the loss of the only remaining parent or the death of an employee's adult child with no adult heir/trustee to manage their estate, up to three additional (3) days may be taken to attend to estate issues. The additional days must be taken within one (1) calendar year of the parent's/adult child's death.
5. Bereavement Leave is provided only for the death of individuals listed under items 1. and 2. Employees who need to miss work because of the death of an individual

not covered in this policy should refer to the other leave provisions of this policy.

**ADMINISTRATIVE REGULATION:**

410.04-3

**APPROVED:**

5.17.2022

**Educational Leave - 410.04-3**

1. Definition: Educational leave is full-time study in a Licensed Professional Improvement Committee (LPIC) approved education program.
  1. Educational leave shall be granted for the ensuing contract year and shall not extend beyond two contract years.
  2. There shall be no compensation for this leave.
  3. The employee may arrange to continue his/her insurance program through the District. The employee shall pay for the full premium.
  4. The granting of educational leave shall not compel the employee to return to the District.
2. Qualifications: Educational leave may be granted to full-time employees who have been employed by the Canyons School District for a minimum of three (3) consecutive years.
3. Application and Approval: An application for educational leave shall be filed with the Human Resources Department by February 1 for the following school year. Applicants will be notified of approval or denial by March 1.
  1. A detailed outline of studies must be submitted with the application indicating a direct and identifiable benefit to the District. This outline must show the candidate will be engaged in a full-time academic or training program.
  2. The application must contain a written recommendation from the applicant's immediate supervisor.
  3. Each request for educational leave shall be reviewed on an individual basis. Educational leave is based on needs and circumstances of the District and not solely on the merits of an applicant. For this reason, individual requests for educational leave may or may not create a precedent or standard for other requests. As a result, an approval or denial for educational leave is not cause for filing a formal or informal grievance.
4. Progress Report: Employees on educational leave must submit a progress report to the LPIC by February 15 of the year for which the leave is granted.
  1. The progress report is to include the date the employee intends to return to



full-time status and/or a request for a one-year extension if needed.  
Following review by the LPIC, the report will be forwarded to the Human Resources Department for staffing purposes.

5. Evidence of Completion: It is the responsibility of the employee to submit evidence of successful completion of his/her approved program to LPIC by August 1. Evidence may include: transcripts, outlines of studies, reports, etc.
6. Return to Employment: A candidate returning from successful completion of educational leave shall be guaranteed a comparable position in the District for which they are qualified.
  1. The employee shall advance on the salary schedule in the same manner as full-time employees based on the current negotiated agreement.
  2. The employee's leave accrued prior to educational leave shall be reinstated upon return.
  3. Educational leave shall not be considered a break in continuous service.
7. Extenuating Circumstances: An employee may return to employment as indicated in Return to Employment, Section 6 above, if the employee is unable to successfully complete the approved educational leave program for the following extenuating circumstances:
  1. maternity or adoption of a child;
  2. military service;
  3. illness;
  4. or other reason deemed appropriate by the LPIC.
8. Employment Separation: An employee who does not complete the approved educational leave, with the exception of Extenuating Circumstances as listed in Section 7, shall be deemed to have abandoned their position and voluntarily resigned from the District. The individual may reapply for open positions.

**ADMINISTRATIVE REGULATION:**

410.04-4

**APPROVED:**

5.17.2022

**Maternity/Parental Leave - 410.04-4**

Maternity Leave is to be used for the mother's recovery and begins at the birth of the child. Paid Maternity Leave is available only for contract work days listed on the employee's work calendar, e.g. L186, L196, L206, and L242 calendars.

1. Employees who qualify for paid leave benefits, and who donated to the Sick Leave Bank that school/contract year, qualify for up to six (6) consecutive calendar weeks (30 days) of paid Maternity Leave for vaginal birth or up to eight (8) consecutive calendar weeks (40 days) of paid Maternity Leave for cesarean birth.
2. Other District leave options, both paid and unpaid, may also be used for additional leave for the mother's recovery; i.e. Family Sick, Sick, Sick Bank, Personal, Alternative, Vacation, Non-Paid Personal Leave, or FMLA Non-Paid Personal Leave.
  1. The American Medical Association's (AMA) standard recovery for the mother is six (6) calendar weeks for a traditional birth and eight (8) calendar weeks for a cesarean birth.
  2. Any additional leave used beyond the AMA standards must fall under the regulations of Policy 410.04-Employee Leave (Licensed) and/or Policy-400.26-Family Medical Leave.
3. Maternity Leave runs concurrently with FMLA.
4. Maternity Leave counts towards the overall Sick Bank Leave limitation of 120 days in a four-year period.
5. To access Maternity Leave:
  1. Licensed employees must have donated to the Sick Leave Bank that school/contract year.
  2. Licensed employees will be required to sign a release of medical information when making application for Maternity Leave. The Sick Leave Review Board members must sign a confidentiality agreement to protect licensed employees' medical information and confidentiality.
  3. Prior to granting Maternity Leave days, a licensed employee shall agree in writing to repay compensation received for Maternity Leave days used if the employee terminates employment with the District for other than medical reasons before completion of the current ~~and succeeding~~ contract year.
    1. If the employee has submitted their resignation for the current ~~or succeeding~~ contract year, the employee is ineligible for Maternity Leave.

Parental Leave is to be used for the bonding/care of a child for a non-gestational parent and is available only for contract work days listed on the employee's work calendar, e.g. L186, L196, L206, and L242 calendars.

1. Employees who qualify for paid leave benefits, and who donated to the Sick Leave Bank that school/contract year, qualify for up to ten (10) consecutive calendar days of paid Parental Leave.
2. Benefit eligible employees shall receive up to Ten (10) consecutive contract days of Parental Leave days, to be taken during the first year of the child's life, in addition to any other leave for which the employee is already eligible. A parent taking maternity leave is not eligible for Parental Leave.
3. Prior to granting Parental Leave days, a licensed employee shall agree in writing to repay compensation received for Parental Leave days used if the employee

terminates employment with the District for other than medical reasons before completion of the current contract year.

1. If the employee has submitted their resignation for the current contract year, the employee is ineligible for Parental Leave.

**ADMINISTRATIVE REGULATION:**

410.04-5

**APPROVED:**

5.17.2022

**Extended Family Sick Leave – Paid - 410.04-5**

1. A licensed employee may convert up to five (5) accrued Sick Leave days, each school year, if the licensed employee has insufficient Family Sick Leave to care for

the health care needs of immediate family members.

1. Extended Family Sick Leave is accessed by submitting a time off request through the substitute management system and/or SKYWARD. The employee selects Sick Leave and writes in the notes section, "Extended Family Sick Leave," as well as the name and relationship of the family member.
2. A licensed employee may convert up to thirty (30) accrued Sick Leave days, if the licensed employee's other available leave options do not apply, excluding personal leave, for bonding with a child or to take physical custody and to care for a child under one year of age; (i.e. from a surrogate to be reared by the employee, from a family member who is incapacitated, from a family member who has died leaving the child, or another situation deemed appropriate by the Sick Bank Review Committee).
  1. Extended Family Sick Leave is accessed by submitting his/her request in writing to the Human Resources Department, using the Human Resources form, for review and approval of the Sick Bank Review Committee.
  - 1.2. When Extended Family Sick Leave is used for bonding with the child, the combination of Maternity and any other leave (e.g., Extended Family Sick and Personal Leave) may not exceed twelve weeks for recovery and/or bonding.
3. A licensed Any additional leave must fall under the regulations of Policy-400.26-Family Medical Leave.

**ADMINISTRATIVE REGULATION:**

410.04-6

**APPROVED:**

5.17.2022

**Personal Leave – Paid - 410.04-6**

Employees are encouraged to avoid absenteeism.

1. Each eligible licensed employee of the district shall be given at least three (3) days per year personal leave at no cost to the employee (See, **Exhibit—1**, Leave Allocation & Clarification).
  1. Employees hired after a contract year has started shall receive personal leave benefits on a prorated basis for the remainder of that year.
  2. Employees who work a 196 or a 206-day contract will have days prorated according to the length of their contract. Employees who work a 242-day

contract receive vacation leave in lieu of prorated personal leave.

3. Each employee may accumulate unused personal leave. An employee may not use more than five (5) personal leave days in any contract year, except as provided in 410.04-6.

2. Except in unusual circumstances, prior notification must be given to the immediate

supervisor at least one (1) day in advance.

3. Personal leave may be taken the day before or after a school holiday for licensed employees who work a 196, ~~or 206~~ or 242-day contract as well as licensed employees who do not require a substitute.
4. Personal leaves may also be taken the day before or after a school holiday for the following specific reasons:
  1. Observance of religious holidays which fall on a regularly scheduled school calendar work day.
  2. To attend the following types of events:
    1. Wedding of a near relative including child, father, mother, brother, sister, grandchild, grandparent or the same to one's spouse or any other person who is a member of the same household as the employee.
    2. Graduations of near relatives as defined in "3.2" above.
    3. Required court appearances,
    4. Deaths not covered by Bereavement Policy;
    - 4.5. Circumstances beyond an employee's control and approved by Human Resources.
  3. Conferences and conventions which relate to the individual employee's work assignment and are not covered by the Professional Leave Policy.
5. Personal leaves may be taken the day before or after a school holiday for other reasons under the following stipulations:
  1. Licensed employees who request a personal leave day on the day before or after a school holiday shall be required to pay a fee of \$110.00 and apply for the leave at least five (5) working days in advance, except as follows:
    1. A limited number of full-pay personal leave days will be granted to licensed employees based on the following ratio, one personal day for each 100 employees.
    2. The request must be submitted to the Human Resources Department at least 35 calendar days but not more than 45 calendar days before the holiday.
    3. On the first working day after the application deadline, numbers will be randomly generated which will identify those employees authorized to take personal leave without being required to pay a fee of \$110.00. Written notification will be sent to all applicants within two working days.
    4. Employees who have not submitted a request prior to the deadline will not be eligible to receive a full-pay personal leave day.
    5. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.

6. Licensed employees who do not qualify for the window but request a



personal leave day must notify their principal five (5) working days prior to the date. Employees shall be required to pay a fee of \$110.00.

6. Personal leave shall not be taken during the first five (5) days and last five (5) days that students are in school or during contract days when students are not present at the school, except under the following conditions:

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.

2. To attend to personal or business matters which require the employee's attendance and scheduling is beyond the employee's control, e.g., required court attendance, child's graduation, etc.

2.3. Circumstances beyond an employee's control and approved by Human Resources.

7. Personal leave days may not be taken during the preparation or professional development days prior to the first day of school, but may, through collaboration with the principal/director, exchange one of these days for other non-contract hours.

8. Personal leave days may not be used during parent/teacher conferences, except in unusual circumstances with supervisor approval.

9. Personal leave days may not be used on make-up days as the result of employee job action.

9.10. Personal leave may be taken on contract work days when the District is closed to the general public for licensed employees.

#### **ADMINISTRATIVE REGULATION:**

410.04-7

#### **APPROVED:**

5.17.2022

### **Personal Leave – Non-Paid - 410.04-7**

1. Employees shall be discouraged from requesting non-paid personal leave during the school year.

2. Should an employee have a compelling need for non-paid personal leave, a request must be made in writing to their immediate supervisor for notice and the Human Resources Department for approval. The request must clearly state the reason that non-paid personal leave is necessary. After due consideration, the request shall either be granted or denied. Notification will be provided to the employee in writing.

3. Leave granted under this regulation shall be without pay.

4. Benefit eligible employees shall not be granted more than fifteen (15) days non-paid personal leave in any three-year period.

1. A first-year employee, who qualifies for leave benefits, may be eligible for up to fifteen (15) additional days of Personal Leave - Non-Paid if the employee has extenuating circumstances related to personal injury/illness, maternity, or injury/illness of a child, spouse or parent.

4.5.\_\_\_\_\_An employee whose request for non-paid personal leave is denied, or who knowingly fails to request non-paid personal leave, and who chooses to be absent from their assignment despite the denial shall be deemed to be have abandoned their position and voluntarily resigned their employment with the District.

5.6.\_\_\_\_\_This leave does not negate the other official leave provisions of the Board.

7. Non-paid personal leave for benefit eligible job share and part-time employees shall be prorated according to the percentage of a full-time contract: e.g., a half-time teacher could receive up to fifteen (15) half days in a three-year period.

#### **ADMINISTRATIVE REGULATION:**

410.04-8

#### **APPROVED:**

5.17.2022

### **Sick Leave - 410.04-8**

Sick leave is authorized for benefit eligible licensed employees.

#### **Definitions:**

1. Family Sick Leave: Allocated on a yearly basis as outlined in **Exhibit—1**. This leave may be used for the employee's health care needs or the health care needs of the immediate family members.
2. Sick Leave: Any Family Sick Leave not used by the end of the school year becomes accrued Sick Leave accessible to the employee to use for their own health care needs in future school years.
3. Immediate Family: A spouse, daughter, son, father, mother, brother, sister, or other person residing in the licensed employee's home on a permanent basis. Special circumstances may be appealed to the Sick Leave Review Committee for consideration of immediate family status.

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

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

#### **2. Calculating Sick Leave Allowances**

1. Licensed employees hired after a contract year has started shall receive sick leave benefits on a prorated basis for the remainder of that year. (For example, an employee who is on contract for 50 percent of the contract year would be eligible to receive 50 percent of the allocated days.)

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.

### **3. 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.

1. Use of Sick Leave for Critical Family Care must be authorized by the Sick Leave Review Board. The licensed employee must submit his/her request in writing to the Sick Leave Review Board using the form available in the Human Resources Department.
2. Licensed employees may not access Critical Family Care days until two (2) personal leave days, all vacation leave (if applicable), and all Family Leave days are used. Licensed employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) personal leave days in any contract year as set forth in this policy section 410.04-5.
3. In cases of extended critical illness, licensed employees may apply for additional days beyond the twelve (12) day allowance.

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

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

### **4. Converting Sick Leave for Adoption.**

1. A licensed employee who adopts a child may apply to convert up to thirty (30) accrued Sick Leave days for Adoption leave by submitting his/her request in writing to the Sick Leave Review Board using the form available in the Human Resources Department. Licensed employees may use up to a maximum of thirty (30) days of converted Sick Leave for Adoption at the time of physical custody of the child.

1. A licensed employee may use up to five (5) accrued Personal Leave days, beyond the maximum number of Personal Leave days that may be used in any contract year (See, Policy-410.04, Admin Reg 4.1.3), if the licensed employee has insufficient Sick Leave to convert for Adoption Leave.
2. Any additional leave must fall under the regulations of Policy—400.26—Family Medical Leave Act.

**ADMINISTRATIVE REGULATION:**

410.04-9

**APPROVED:**

5.17.2022

**Licensed Employee-Funded Sick Bank - 410.04-9**

**1. Establishment of Sick Leave Bank and Eligibility.**

1. Each year, licensed employees who donate one (1) Family Sick day create a Sick Leave Bank.
2. To be eligible to participate in the sick bank a licensed employee must voluntarily donate annually one day of allocated Family Sick Leave to the Sick Leave Bank. Employees wishing to opt out of participation in the Sick Leave Bank must annually complete the appropriate form no later than September 1 of each school year or, if hired after September 2, must opt in upon date of hire.

**2. Use of Sick Leave Bank**

1. Sick Leave Bank is not intended to be used for short-term, in-and-out absences, elective medical procedures or other medical care that could be scheduled during non-contract time.
2. Medically documented intermittent leave for long-term illness may be approved.
3. Days from the Sick Leave Bank shall be granted to eligible licensed employees only after all accrued Sick Leave, Family Sick Leave, all vacation leave (if applicable), and two (2) personal leave days have been used. However, employees who have health or medical situations that likely will necessitate use of the Sick Leave Bank are encouraged to apply to the Sick Leave Bank when they have more than 15 days of accrued Sick Leave left to avoid the deduction of a \$110.00 fee per day.
4. Licensed employees will be required to sign a release of medical information

when making application to the Sick Leave Bank. Sick Leave Review Board members must sign a confidentiality agreement to protect licensed employees' medical information and confidentiality.

5. Employee-Funded Sick Leave Bank Benefit Level is determined by the number of sick leave day (s) consecutively donated to the Employee-Funded Sick Bank prior to requesting Sick Bank Leave.
  1. Level One Benefit – One (1) year of donation to the Sick Leave Bank
  2. Level Two Benefit – Two (2) consecutive years of donation to the Sick Leave Bank
  3. Level Three Benefit – Three (3) consecutive years of donation to the Sick Leave Bank.
  4. Level Four Benefit – Four Plus (4+) consecutive years of donation to the Sick Leave Bank.
  
6. A combination of consecutive years of donation to the Sick Leave Bank and accumulated sick leave days shall be used to determine the number of days of Sick Leave Bank which a licensed employee qualifies to receive and any pay loss to be sustained (see Exhibits 2 and 3).

## **Sick Bank Leave Allowances - 410.04-9**

### **1. Sick Bank Leave Allowances**

1. Level One Benefit
  1. Level one benefit licensed employees shall be allowed up to 15 Sick Leave Bank days.
  2. A fee of \$110.00 shall be deducted from the first two days of Sick Leave Bank used.
  
2. Level Two Benefit
  1. Level two benefit licensed employees shall be allowed up to 15 Sick Leave Bank days at full pay according to **Exhibit—2**.
  2. After all Sick Leave Bank days allowed according to the schedule listed under item (1.2.1) are used, level two benefit employees may be granted up to 10 additional Sick Leave Bank days if circumstances warrant it. A fee of \$110.00 shall be deducted for each additional day used under this option.
  3. In cases of catastrophic illness or injury, the Sick Leave Review Board may grant level two benefit employees up to 20 additional days of Sick Leave Bank after all other Sick Leave Bank days provided under items (1.2.1 and 1.2.2) are exhausted. A fee of \$110.00 shall be deducted for each additional day used under this option.

### 3. Level Three Benefit

1. Level three benefit licensed employees shall be allowed up to 40 Sick Leave Bank days at full pay according to **Exhibit—3**.
2. After all Sick Leave Bank days allowed according to the schedule listed under item (1.3.1) are used, level three benefit licensed employees may be granted up to 40 additional Sick Leave Bank days if circumstances warrant it. A fee of \$110.00 shall be deducted for each additional day used under this option.
3. In cases of catastrophic illness or injury, the Sick Leave Review Board may grant level three benefit licensed employees sufficient Sick Leave Bank days to cover their transition to long-term disability after all other Sick Leave Bank days provided under items (1.3.1) and (1.3.2) are exhausted. A fee of \$110.00 shall be deducted for each additional day used under this option.

### 4. Level Four Benefit

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

## 2. Sick Bank Leave Limitations

1. Prior to granting Sick Leave Bank days, a licensed employee shall agree in writing to repay compensation received for Sick Leave Bank days used if he/she terminates employment with the District for other than medical reasons before completion of the current and succeeding contract year.
2. 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.
3. A second opinion may be required with any costs not covered by insurance borne by the District.
4. When a licensed employee requests Sick Leave Bank days more than once within a 48-month period for an unrelated illness, a three (3)-day loss of pay shall be required before Sick Leave Bank days are granted. Use of Sick Leave Bank leave days shall be limited to 120 days within a 48-month period. The licensed employee will also be required to meet all other qualifying criteria.
5. Under catastrophic conditions, licensed employees may appeal to the Sick Leave Review Board for a waiver of pay loss provisions. The committee shall



review the licensed employee's attendance record and other related factors and either grant or deny the waiver based on the findings. No appeal beyond the Sick Leave Review Board is provided.

## **Sick Leave Board Review, Abuse of Sick leave, Payment for Sick Leave, and Notification of Absence - 410.04-9**

### **1. Sick Leave Review Board**

1. A Sick Leave Review Board shall be organized to review issues related to Sick Leave Bank usage and cases of suspected sick leave abuse.
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**

1. Administrators shall periodically review Sick Leave usage.
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.
3. If it is determined that an abuse of Sick Leave has occurred:
  1. The Sick Leave days which were paid inappropriately shall be reclaimed from the licensed employee.
  2. The licensed employee may be suspended for up to five (5) days without pay during the next pay period.
  3. A reprimand shall be entered in the licensed employee's personnel file.
4. A second proven abuse of Sick Leave may result in immediate termination.

### **3. Payment for Sick Leave**

1. In order to receive full pay for work missed due to illness or injury, licensed employees shall complete an absence request, through the District's online attendance website, which is approved by the immediate supervisor and submitted to the Payroll Department for processing.
2. Licensed employees may be required to verify the nature and duration of an illness or injury with a doctor's verification.

### **4. Notification of Absence**

1. Licensed employees are required to notify their immediate supervisor as soon as they know that they will be absent from work.
2. Licensed employees shall request leave through the District's online attendance website as soon as they know that they will be absent from work,

so a substitute may be arranged, if needed.

## **Exhibits**

- Exhibit—1—Leave Allocation and Clarifications
- Exhibit—2—Level Two Licensed Employees
- Exhibit—3—Level Three Benefit Licensed Employees

## **References**

None

## **Forms**

None

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



# Negotiations - Licensed

District Policy 410.07 – Salary Guidelines  
(Contract Year 2023-24)



## Joint Proposal

Canyons School District Administration and Canyons Education Association propose revising District policy 410.07 – Salary Guidelines clarifying education enhancement placements and allowing Alternative Pathway to Professional Educator Licensing (APPEL) educators to earn “Education Enhancement” change credit for USBE Professional Educator License required education and/or pedagogical course credits, earned after July 1, 2020, and once the Professional Educator License is posted to the educator’s USBE record.

## Rationale

When an educator completes a traditional education preparation program the education and/or pedagogical coursework, included in the educator’s bachelor’s or master’s degree program, is counted towards salary placement. District policy 400.12 – Local Professional Improvement states, “Education and/or pedagogical courses required to obtain Level one (1) licensure in the State of Utah may not be used toward “Education Enhancement” change credit.” This regulation prohibits this coursework from being counted for an APPEL educator. In an effort to be equitable to educators, this change is needed.

Note: District policy 400.12 – Local Professional Improvement is not a negotiated policy. The negotiation teams recommend that Canyons School District’s Board of Education remove Administrative Regulation 400.12-2 (2.2). By doing so, all salary placement language will be included in one policy, District policy 410.07 – Salary Guidelines, removing confusion regarding salary placements.

Tentative Agreement  
Between  
Canyons School District  
&  
Canyons Education Association

Date: 04/13/23

For Canyons School District

For Canyons Education Association

## **Policy 410.07 – Salary Guidelines**

### **POLICY NUMBER:**

410.07

### **ADOPTED:**

5.17.2022

### **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:**

410.07-1

### **APPROVED:**

5.17.2022

### **Salary Guidelines - 410.07-1**

#### **1. Date of Payments:**

All licensed employees shall receive two salary payments each month, totaling twenty-four (24) payments per contract year, one on the 15th and the other on the last day of the month. If the 15th or the last day of the month falls on a weekend or on a holiday, payday will be the preceding financial banking day of the month.

1. Newly hired licensed employees who begin their employment on the first day of the new contract year, will have their contract disbursed over twenty-five (25) pay periods (25S pay frequency) for their first year of employment and then transitioned to twenty-four (24) pay periods (24S pay frequency) the following year. The first payment will be the last day of August, however, if this day falls on a weekend, payday will be the preceding financial banking day of the month.
2. Newly hired licensed employees who begin their employment after the first day of the new contract year, will have their contract disbursed over twenty-four (24) pay periods (24S pay frequency) as explained above.

#### **2. Salary Rates:**

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

3. Deductions:

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

4. Basic Salary Schedule:

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

5. Differential Allowance:

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

6. Salary Placement:

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

1. Identify the licensed employee's "Education Enhancement" Increment Level
2. Add previous contracted licensed work experience from an accredited school system, up to fifteen years, each year equating to an Increment Level
  1. No more than one (1) year service credit is awarded for a single school year
  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
  3. Licensed employee's experience in Canyons District receives full credit
  4. Licensed employees who have retired with the Utah Retirement System (URS) may receive up to fifteen (15) Increment Levels for experience
3. Add one (1) Increment Level

7. Education Enhancement:

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

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

1. Bachelor's Degree, -n/a

1. Educators with more than one Bachelor's Degree are placed according to 7.1.2

~~2. Bachelor's Degree + 20 semester hours, +1 Increment Level~~

~~3. Bachelor's Degree + 40 semester hours, +1 Increment Level~~

~~4. Bachelor's Degree + 60 semester hours, +1 Increment Level~~

2. Master's Degree (Total of 6 Increment Levels), +3-6 Increment Levels

1. Educators with more than one Master's Degree are placed according to 7.1.2

~~5. Master's Degree + 20 semester hours, +1 Increment Level~~

- 6. ~~Master's Degree + 40 semester hours, +1 Increment Level~~
- 7. ~~Master's Degree + 60 semester hours, +1 Increment Level~~
- 3. Doctorate Degree, +6 Increment Levels (Total of 12 Increment Levels), +3 Increment Levels

- 1. Educators with more than one Doctorate Degree are placed according to 7.1.2
- 2. Identify semester hours awarded after July 1, 2017, not used for degree(s) identified in 7.1.1., and which are relevant to education and/or the educator's assignment:
  - 1. 20 semester hours, +1 Increment Level
  - 2. 40 semester hours, +1 Increment Level
  - 3. 60 semester hours, +1 Increment Level
  - 4. 80 semester hours, +1 Increment Level

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

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

No Increment Level shall be granted to any employee for military experience except for previous employees who have left the District to enter the military service. These employees shall be granted benefits required under the reemployment rights provision of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
- 10. Submission of Evidence:
  - 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.
  - 2. For new employees to the District, the following will be accepted for education enhancement:
    - 1. University credits beyond the original educator license and Bachelor's degree
      - 1. An educator earning a USBE Professional Educator License may use licensure-required education and/or pedagogical course credits earned after July 1, 2020, toward "Education Enhancement" change credit. Enhancement credit may be submitted once the Professional Educator License is posted in USBE's educator records.
    - 2. USBE credit earned after July 2005
    - 3. USBE credit earned prior to July 2005, if approved by the Local Professional Improvement Committee (LPIC)
    - 4. Other educational credit approved by LPIC

3. For current licensed employees to the District, the following will be accepted for Education Enhancement:
  1. Credit earned from an accredited university,
  2. USBE approved credit, District approved credit, and
  3. LPIC approved in-service credit. These hours will be granted in accordance with Policy—400.12—Local Professional Improvement Committee.
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.

**Exhibits**

None

**References**

None

**Forms**

None

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# Negotiations - Licensed

District Policy 410.12 – Assignments and Transfers  
(Contract Year 2023-24)



## Joint Proposal

Canyons School District Administration and Canyons Education Association propose revising District policy 400.12 – Assignments and Transfers allowing voluntary transfer requests to be accepted throughout the year when positions are posted. When a current licensed employee is selected, they will remain in their current position until a suitable transfer date has been agreed upon by the school principals and a Human Resources administrator. Note: Transfers will typically occur within two to four weeks from acceptance of the new position.

## Rationale

When a position becomes available during the school year, according to current policy, it can only be filled with an external candidate regardless of whether or not an internal candidate is qualified and desires the opportunity to apply for a voluntary transfer and be considered with all other candidates. If the same position were to open in another district, the educator could apply and be hired for that position. Our goal is to recruit and retain great teachers providing opportunities for them to work in their preferred position.

Tentative Agreement  
Between  
Canyons School District  
&  
Canyons Education Association

Date: 04/13/23

For Canyons School District

For Canyons Education Association



# Policy 410.12 – Assignments and Transfers

**POLICY NUMBER:**

410.12

**ADOPTED:**

5.17.2022 (NEG)

## 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.

**ADMINISTRATIVE REGULATION:**

410.12-1

**APPROVED:**

5.17.2022

## Reduction in Staff - 410.12-1

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—410.12 Assignments and Transfers shall be followed.

**ADMINISTRATIVE REGULATION:**

410.12-2

**APPROVED:**

5.17.2022

**Obligatory Transfer Procedures - 410.12-2**

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 School Performance Director, shall determine the program needs.
  1. A secondary program need shall be based upon the primary teaching assignment.
  2. The person in charge of each secondary extracurricular activity may be exempted.
2. When identifying the licensed employee with the least total District seniority, the Human Resources Department shall rank the seniority of all licensed employees within the school/department.
3. Half-time employees, based on seniority, shall only be considered for half-time positions. Half-time employees may apply for full-time positions through the voluntary transfer procedure.
4. Licensed employees identified for an Obligatory Transfer shall list their placement preference. Positions will be filled by the Human Resources Department with consideration given to the licensed employee's placement preference.
5. Whenever possible, a licensed employee who is an Obligatory Transfer will be notified of their placement before the end of the school year. After the licensed employee has been placed, the licensed employee may seek a different placement through the voluntary transfer procedure.
6. If a licensed employee refuses to accept the first position offered for which he/she is qualified, the Board is relieved of further obligation to the licensed employee.
7. Licensed employees who are Obligatory Transfers will have the following right to return:
  1. When, at least 10 days prior to New Teacher Orientation, the school they transferred from has an opening for which they are qualified. The employee

will be notified of the opening and the opportunity to return extended.

2. For two school years and will be in direct order of total District seniority. The licensed employee will provide notice of his/her desire to return by completing the applicable section of the annual Educator's Intent to Return Form.

8. When an Obligatory Transfer cannot be placed in a position commensurate with appropriate endorsements and skill requirements, Policy—410.13—Reduction In Force (Licensed) will be implemented.

#### **ADMINISTRATIVE REGULATION:**

410.12-3

#### **APPROVED:**

5.17.2022

### **Voluntary Transfer Procedures - 410.12-3**

1. The Human Resources Department will identify and advertise all known job vacancies, together with required endorsements and skill requirements, on the District's web site at [canyonsdistrict.org](http://canyonsdistrict.org).
2. A fourteen calendar day licensed employee transfer window shall be established, where principals will interview at least two qualified transfer candidates if available, beginning the first posting date for licensed positions for the coming school year. Licensed employees will receive e-mail notification when postings begin.
3. Positions of critical need, which include, but not limited to, dual immersion, Title I, science, math or technology, may be posted prior to the fourteen calendar day licensed employee transfer window and will be available to licensed voluntary transfer requests. Licensed employees will receive e-mail notification when postings begin.
4. Licensed employee voluntary transfer requests will be accepted throughout the year until 10 working days prior to New Teacher Orientation when positions are posted & become available throughout the calendar year.
  1. Licensed employees accepting a transferring will remain in their current position until a suitable transfer date has been agreed upon by the school principals and a Human Resources administrator. NOTE: Transfers will typically occur within two to four weeks from acceptance of the new position.
4. All positions filled after January 1 of the current school year, with employees new to the District, (except media specialists, counselors, and District level positions) must be re-advertised for the coming school year.
5. All vacancies for the coming school year occurring during the transfer window, shall be advertised for two working days, e.g. posted on Thursday at 11:00 a.m. and

closes on Monday at 11:00 a.m. Licensed employees will make transfer requests according to the following procedures:

1. A Licensed Transfer Request must be submitted online by the educator no later than the published closing date. An email verification of receipt will be sent to the employee, current supervisor and requested school. Additional requests for transfers are submitted through the same process.
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.

**ADMINISTRATIVE REGULATION:**

410.12-4

**APPROVED:**

5.17.2022

**Involuntary Transfer Procedures - 410.12-4**

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 Director of Human Resources. Upon final approval of the 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—410.12-3).
3. Involuntary transfers during the school year shall be avoided.

**Exhibits**

None

**References**

None

## **Forms**

None

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# Miscellaneous



**Negotiations  
Contract Year 2023-2024**



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**Proposal**

CEA and CSD jointly propose the re-commitment and extension of a task force to address the preparation time issues surrounding elementary school teachers in Canyons School District. These issues include, but are not limited to, meetings, school time requirements, curriculum trainings, IPLCs, Brain Boosters, and preparation time. This would report to the Operations and High Quality Learning Sub-Committees of the School Board.

**Rationale**

The workloads for elementary school teachers prove challenging to achieve during the workday as well as difficult even beyond the workday. It is important that we work together to find a solution to support our elementary school teachers. This honors last year's commitment and continued work of the committee.

<b>Tentative Agreement Between Canyons School District &amp; Canyons Education Association</b>	
 _____ For Canyons School District	<u>4/26/23</u> _____ Date
 _____ For Canyons Education Association	<u>4/26/23</u> _____ Date





**Negotiations  
Contract Year 2023-24**



**Proposal:**

Canyons Education Association proposes that educators subject to obligatory transfer be given the option of one additional paid day at the in-service rate, as well as access to the building(s), to allow time to move their furniture, files, curriculum and belongings prior to the regularly scheduled contract days at the beginning of the school year.

**Rationale:**

Moving requires extra time and setup; it may require the educators to acquire additional furnishings and storage since classroom equipment across the district varies greatly. To expect that to be accomplished within the already tight constraints of the five pre-student days and in addition to the Professional Development hours and the many other tasks scheduled for those days is extremely unrealistic.

Compensation for this proposal will be paid at the inservice rate.

<b>Tentative Agreement Between Canyons School District &amp; Canyons Education Association</b>	
 _____ For Canyons School District	<u>4/20/23</u> _____ Date
 _____ For Canyons Education Association	<u>04/20/23</u> _____ Date



**Negotiations  
Contract Year 2023-24**

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**Proposal**

CEA proposes introducing a budget for all middle schools to pay teachers for co-curricular and extracurricular work.

\$2500 will be granted to each middle school at the discretion of the principal in order to pay their teachers for work done after-hours.

**Rationale**

The Activities Differentials work well to serve the unique needs of each school. Likewise, this will enable principals at the middle school level to compensate their teachers for their work.

Many of the educators (for example, in music and theater) in the district often work after-hours without compensation. This would remedy this problem.

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

*Rain Z. Rebi*

For Canyons School District

*4/20/23*

Date

*[Signature]*

For Canyons Education Association

*04/20/23*

Date



**Negotiations  
Contract Year 2023-24**

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**Proposal**

CEA proposes increasing the "points" allotted under the activities differential for high schools from 120 to 140.

**Rationale**

After conversations with principals at the high schools, they feel that the athletics differentials are fair, but that the activities side of the differential table is still lacking.

While they are grateful for the increased amounts that they've had to work with this year (and the increased flexibility insofar as point division), the result of the overhaul for activities was that more educators are being paid for work completed (who were previously working unpaid or the activity was not occurring), rather than devoting most of the new funds to the educators currently receiving stipends.

Realizing that there are now more activities going on which have not happened in the past, the total funding amount for activities at the high school level need to be increased further.

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

*Rin Z. Pohl*

For Canyons School District

*4/20/23*

Date

*[Signature]*

For Canyons Education Association

*04/20/23*

Date