



**Canyons Education Association  
Canyons School District  
2022-23**



**Canyons Education Association Negotiations Team**

|                  |                                    |
|------------------|------------------------------------|
| Rebecca Allen    | Teacher - Bella Vista Elementary   |
| Mitchell Atencio | Teacher - Corner Canyon High       |
| Mallory Record   | Teacher - Jordan High              |
| Kathy Smith      | Teacher - Altara Elementary        |
| Kristofer Work   | Teacher - Indian Hills Middle      |
| Laura Arnold     | Jordan UniServ Director/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**

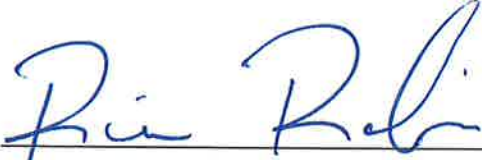
|                 |                             |
|-----------------|-----------------------------|
| Nancy Tingey    | President - District 3      |
| Amanda Oaks     | Vice President - District 6 |
| Steven Wrigley  | Vice President - District 5 |
| Amber Shill     | District 2                  |
|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

**Proposed Ground Rules  
2022-23**

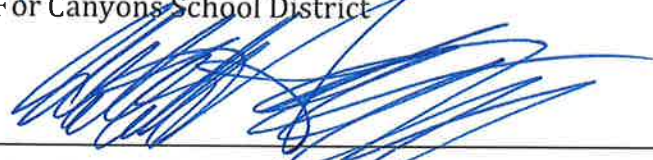
In keeping with its belief that established ground rules assist the cooperative and productive progress of negotiations, CEA proposes the following:

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 agreement.
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.

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

3/18/22  
\_\_\_\_\_  
Date

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

03/18/22  
\_\_\_\_\_  
Date

# Financial Compensation



**Proposal**

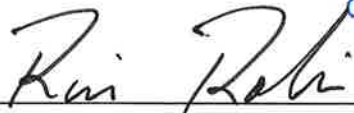

Canyons Education Association proposes a financial package for the 2022-23 contract year that includes the following:

- Fund Education Enhancements for continuing education be funded for the 2022-23 contract year.
- Increment Level (IL) increase: \$900
- TSSA increase: \$90
- 4.25% COLA calculated at Increment Level 20: \$2,725

Total financial compensation increase: \$3,715

**Rationale**

Canyons School District values its educators and their continued efforts in providing high quality education for students. This also allows Canyons to continue to improve in its ability to recruit and retain great educators. 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<br/>Canyons School District &amp;<br/>Canyons Education Association</b>                            |                                   |
| <br>_____<br>For Canyons School District       | <br><br>4/21/22<br>_____<br>Date  |
| <br>_____<br>For Canyons Education Association | <br><br>04/21/22<br>_____<br>Date |



# Licensed Salary Schedule-Hourly Rate

(2022-2023)

Inservice Rate is Increment Level 1

## Salary Placement

To determine an educator's initial salary placement:

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

## Education Enhancement

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

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

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

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

## Salary Schedule Information

- ◆ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20. The dollar difference between Increment Levels will remain \$900
- ◆ A minimum of a Bachelor's Degree +20 semester hours is required for educators to advance beyond Increment Level 20
- ◆ An Educator Salary Adjustment (ESA) of \$4,200 and a Teacher and Student Success Act (TSSA) of \$765 are included as part of the Base Contract and are dependent upon continued legislative funding
- ◆ The Base Contract is prorated based upon the number of days remaining in the contract
- ◆ Educators with current National Board Certification will be paid a stipend of \$1,000 in addition to their Base Contract

| Increment Levels | Hourly Rate |
|------------------|-------------|
| 1                | \$36.74     |
| 2                | \$37.34     |
| 3                | \$37.95     |
| 4                | \$38.55     |
| 5                | \$39.16     |
| 6                | \$39.76     |
| 7                | \$40.37     |
| 8                | \$40.97     |
| 9                | \$41.58     |
| 10               | \$42.18     |
| 11               | \$42.79     |
| 12               | \$43.39     |
| 13               | \$44.00     |
| 14               | \$44.60     |
| 15               | \$45.20     |
| 16               | \$45.81     |
| 17               | \$46.41     |
| 18               | \$47.02     |
| 19               | \$47.62     |
| 20               | \$48.23     |
| 21               | \$48.83     |
| 22               | \$49.44     |
| 23               | \$50.04     |
| 24               | \$50.65     |
| 25               | \$51.25     |
| 26               | \$51.86     |
| 27               | \$52.46     |
| 28               | \$53.07     |
| 29               | \$53.67     |
| 30               | \$54.28     |
| 31               | \$54.88     |
| 32               | \$55.49     |
| 33               | \$56.09     |
| 34               | \$56.70     |
| 35               | \$57.30     |
| 36               | \$57.91     |
| 37               | \$58.51     |
| 38               | \$59.12     |
| 39               | \$59.72     |
| 40               | \$60.33     |

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





# Licensed Salary Schedule-L186

(2022-2023)

August 8, 2022 - May 26, 2023

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

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

## Salary Schedule Information

- ◆ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20. The dollar difference between Increment Levels will remain \$900
- ◆ A minimum of a Bachelor's Degree +20 semester hours is required for educators to advance beyond Increment Level 20
- ◆ An Educator Salary Adjustment (ESA) of \$4,200 and a Teacher and Student Success Act (TSSA) of \$765 are included as part of the Base Contract and are dependent upon continued legislative funding
- ◆ The Base Contract is prorated based upon the number of days remaining in the contract
- ◆ Educators with current National Board Certification will be paid a stipend of \$1,000 in addition to their Base Contract

| Increment Levels | Base Contract |
|------------------|---------------|
| 1                | \$54,665      |
| 2                | \$55,565      |
| 3                | \$56,465      |
| 4                | \$57,365      |
| 5                | \$58,265      |
| 6                | \$59,165      |
| 7                | \$60,065      |
| 8                | \$60,965      |
| 9                | \$61,865      |
| 10               | \$62,765      |
| 11               | \$63,665      |
| 12               | \$64,565      |
| 13               | \$65,465      |
| 14               | \$66,365      |
| 15               | \$67,265      |
| 16               | \$68,165      |
| 17               | \$69,065      |
| 18               | \$69,965      |
| 19               | \$70,865      |
| 20               | \$71,765      |
| 21               | \$72,665      |
| 22               | \$73,565      |
| 23               | \$74,465      |
| 24               | \$75,365      |
| 25               | \$76,265      |
| 26               | \$77,165      |
| 27               | \$78,065      |
| 28               | \$78,965      |
| 29               | \$79,865      |
| 30               | \$80,765      |
| 31               | \$81,665      |
| 32               | \$82,565      |
| 33               | \$83,465      |
| 34               | \$84,365      |
| 35               | \$85,265      |
| 36               | \$86,165      |
| 37               | \$87,065      |
| 38               | \$87,965      |
| 39               | \$88,865      |
| 40               | \$89,765      |

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



July 28, 2022 - June 1, 2023

196 Days - Full Time 8 Hours Per Day

**Salary Placement**

To determine an educator's initial salary placement:

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

**Education Enhancement**

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

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

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

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

**Salary Schedule Information**

- ◆ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20. The dollar difference between Increment Levels will remain \$900
- ◆ A minimum of a Bachelor's Degree +20 semester hours is required for educators to advance beyond Increment Level 20
- ◆ An Educator Salary Adjustment (ESA) of \$4,200 and a Teacher and Student Success Act (TSSA) of \$765 are included as part of the Base Contract and are dependent upon continued legislative funding
- ◆ The Base Contract is prorated based upon the number of days remaining in the contract
- ◆ Educators with current National Board Certification will be paid a stipend of \$1,000 in addition to their Base Contract

| Increment Levels | Base Contract |
|------------------|---------------|
| 1                | \$57,337      |
| 2                | \$58,285      |
| 3                | \$59,234      |
| 4                | \$60,182      |
| 5                | \$61,131      |
| 6                | \$62,079      |
| 7                | \$63,027      |
| 8                | \$63,976      |
| 9                | \$64,924      |
| 10               | \$65,873      |
| 11               | \$66,821      |
| 12               | \$67,769      |
| 13               | \$68,718      |
| 14               | \$69,666      |
| 15               | \$70,614      |
| 16               | \$71,563      |
| 17               | \$72,511      |
| 18               | \$73,460      |
| 19               | \$74,408      |
| 20               | \$75,356      |
| 21               | \$76,305      |
| 22               | \$77,253      |
| 23               | \$78,202      |
| 24               | \$79,150      |
| 25               | \$80,098      |
| 26               | \$81,047      |
| 27               | \$81,995      |
| 28               | \$82,943      |
| 29               | \$83,892      |
| 30               | \$84,840      |
| 31               | \$85,789      |
| 32               | \$86,737      |
| 33               | \$87,685      |
| 34               | \$88,634      |
| 35               | \$89,582      |
| 36               | \$90,531      |
| 37               | \$91,479      |
| 38               | \$92,427      |
| 39               | \$93,376      |
| 40               | \$94,324      |

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



# Licensed Salary Schedule-L206

(2022-2023)

July 18, 2022 - June 6, 2023

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

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

## Salary Schedule Information

- ◆ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20. The dollar difference between Increment Levels will remain \$900
- ◆ A minimum of a Bachelor's Degree +20 semester hours is required for educators to advance beyond Increment Level 20
- ◆ An Educator Salary Adjustment (ESA) of \$4,200 and a Teacher and Student Success Act (TSSA) of \$765 are included as part of the Base Contract and are dependent upon continued legislative funding
- ◆ The Base Contract is prorated based upon the number of days remaining in the contract
- ◆ Educators with current National Board Certification will be paid a stipend of \$1,000 in addition to their Base Contract

| Increment Levels | Base Contract |
|------------------|---------------|
| 1                | \$60,009      |
| 2                | \$61,006      |
| 3                | \$62,003      |
| 4                | \$62,999      |
| 5                | \$63,996      |
| 6                | \$64,993      |
| 7                | \$65,990      |
| 8                | \$66,987      |
| 9                | \$67,983      |
| 10               | \$68,980      |
| 11               | \$69,977      |
| 12               | \$70,974      |
| 13               | \$71,970      |
| 14               | \$72,967      |
| 15               | \$73,964      |
| 16               | \$74,961      |
| 17               | \$75,957      |
| 18               | \$76,954      |
| 19               | \$77,951      |
| 20               | \$78,948      |
| 21               | \$79,945      |
| 22               | \$80,941      |
| 23               | \$81,938      |
| 24               | \$82,935      |
| 25               | \$83,932      |
| 26               | \$84,928      |
| 27               | \$85,925      |
| 28               | \$86,922      |
| 29               | \$87,919      |
| 30               | \$88,916      |
| 31               | \$89,912      |
| 32               | \$90,909      |
| 33               | \$91,906      |
| 34               | \$92,903      |
| 35               | \$93,899      |
| 36               | \$94,896      |
| 37               | \$95,893      |
| 38               | \$96,890      |
| 39               | \$97,887      |
| 40               | \$98,883      |

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





# Licensed Salary Schedule-L242

(2022-2023)

July 1, 2022 - June 30, 2023

242 Days - Full Time 8 Hours Per Day

## Salary Placement

To determine an educator's initial salary placement:

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

## Education Enhancement

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

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

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

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

## Salary Schedule Information

- ◆ Cost of Living Adjustment (COLA) is calculated on the mid-point of the salary schedule, Increment Level 20. The dollar difference between Increment Levels will remain \$900
- ◆ A minimum of a Bachelor's Degree +20 semester hours is required for educators to advance beyond Increment Level 20
- ◆ An Educator Salary Adjustment (ESA) of \$4,200 and a Teacher and Student Success Act (TSSA) of \$765 are included as part of the Base Contract and are dependent upon continued legislative funding
- ◆ The Base Contract is prorated based upon the number of days remaining in the contract
- ◆ Educators with current National Board Certification will be paid a stipend of \$1,000 in addition to their Base Contract

| Increment Levels | Base Contract |
|------------------|---------------|
| 1                | \$64,284      |
| 2                | \$65,359      |
| 3                | \$66,433      |
| 4                | \$67,507      |
| 5                | \$68,581      |
| 6                | \$69,655      |
| 7                | \$70,730      |
| 8                | \$71,804      |
| 9                | \$72,878      |
| 10               | \$73,952      |
| 11               | \$75,026      |
| 12               | \$76,100      |
| 13               | \$77,175      |
| 14               | \$78,249      |
| 15               | \$79,323      |
| 16               | \$80,397      |
| 17               | \$81,471      |
| 18               | \$82,546      |
| 19               | \$83,620      |
| 20               | \$84,694      |
| 21               | \$85,768      |
| 22               | \$86,842      |
| 23               | \$87,917      |
| 24               | \$88,991      |
| 25               | \$90,065      |
| 26               | \$91,139      |
| 27               | \$92,213      |
| 28               | \$93,288      |
| 29               | \$94,362      |
| 30               | \$95,436      |
| 31               | \$96,510      |
| 32               | \$97,584      |
| 33               | \$98,659      |
| 34               | \$99,733      |
| 35               | \$100,807     |
| 36               | \$101,881     |
| 37               | \$102,955     |
| 38               | \$104,030     |
| 39               | \$105,104     |
| 40               | \$106,178     |

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



# Negotiations - Licensed

Activities and Athletic Differentials  
(Contract Year 2022-23)



## Joint Proposal

Canyons School District Administration and Canyons Education Association propose revising the Activities and Athletic Differentials establishing how the Differentials' point value is determined, .0075 of increment level one of the L186 Licensed Salary Schedule, and the criteria used to identify the number of points allocated for each sport's Head Coach as well as a minimum number of points for each activity's Head Advisor, assigned by the principal of each high school, which determines the coaches' and advisors' compensation.

## Rationale

Canyons School District inherited, as part of the split, Jordan School District's Activities and Athletic Differentials in July 2009. As part of the 2021-22 negotiations, the following was agreed to: "...CSD and CEA will form a 2021-22 working group to reevaluate the Athletic Differential and Activities Differential stipends paid by CSD." NOTE: While researching when and how the Differentials were originally created (e.g. CEA archives and communicating with Jordan School District's current and past administrations) no information could be found regarding how or what criteria was used or how point values were determined for the Differentials.

In January of 2022, a working group of coaches/advisors, which included representatives from CEA, as well as school and District administrators met and discussed options and possible criteria to be used. Head coaches and advisors were also contacted requesting them to identify the average number of hours worked per week providing direct coaching/supervision to students. The recommendation was to clarify and modify the current Differentials.

Tentative Agreement  
Between  
Canyons School District  
&  
Canyons Education Association

Date: 07/20/22

For Canyons School District

For Canyons Education Association

**History:** As part of the 2021-22 negotiations with the Canyons Education Association (CEA), it was agreed that a working group would be formed to review the current differential and make recommendations for possible modifications or the creation of a new system.

In January of 2022, a working group of coaches and advisors, which included representatives from CEA, as well as school and District administrators met and discussed options and possible criteria to be used. Head coaches and advisors were also contacted requesting them to identify the average number of hours worked per week providing direct coaching/supervision to students.

**Purpose:** The purpose of the Activities Differential is to provide schools with equitable funds to compensate advisors to supervise a wide variety of activities for all traditional high schools.

**Funding:** The District will fund a maximum of 120 points for each traditional high school which provides for the financial compensation for advisors on the Activities Differential, i.e. Categories A, B, C, and D.

Separate from the 120-point maximum, the District will continue to fund Category E, which was originally funded by the Board of Education for a District-wide Marching Band housed at Alta High School, as well as the later Board approved marching band at Brighton High School. These Board approved salary-based positions have been transitioned to the new point value system.

**Note:**

1. The activities listed on the Activities Differential are example activities for each category.
2. Principals may only add advisors to the activities differential by listing them as Differential Exceptions that are paid by school check.
3. Monies to pay **additional advisors** listed on the Differential Exceptions may come from activity fees collected and/or gate receipts (where applicable). Staff **MAY NOT** be paid from fundraising, Booster Clubs, vending revenue, or donations. Pay for services rendered must be at least the value of one point and longevity (where applicable).
4. Compensation for a Differential Exception advisor(s) **MUST NOT** be greater than the base stipend as listed for head and/or assistant advisors.
5. Principals **MAY NOT** alter the formula determining the number of head/assistant advisors for which the school is entitled under Category E.

**Point Value:** The point value is based upon .0075 of Increment Level 1 of the L186 Licensed Salary Schedule, e.g. \$54,665 \* .0075 = \$409.99 per point.

**Point Allocation:** Total points may not exceed 120 points per high school.

- Using the following categories and the minimum point values listed below, the principal allocates points for each advisor which are then used to calculate the Base Stipend.
- At the principal discretion, points are allocated in increments of .25 points.

**Category A – UHSAA Sanctioned Activities** (Minimum 2 pts)

- Music
  - Choral
  - Instrumental (e.g. Jazz Band, Large/Small Ensembles, Orchestra, Pep Band)
- Speech & Debate

- Theatre

**Category B – District-wide School Sponsored Activities** (Minimum 2 pts)

- Dance (e.g. Ballroom, Dance Company)
- E-Sports
- National Honor Society
- Stage Crew
- Sterling Scholar
- Student Government/SBO
- Student Publications
  - Literary Magazine
  - Newspaper
  - Yearbook

**Category C – School Sponsored Activities** (Minimum 1 pt) e.g.:

- Hope Squad
- Latinos in Action
- Model United Nations
- Peer Leadership Team
- Robotics

**Category D – Miscellaneous – Supervisory/Support** (Minimum 1 pt) e.g.:

- Graduation
- Keys to Success
- Rental Supervisor
- Social Media
- Testing Coordinator
- Web Manager

**Category E – Marching Band/Drumline/Guard** (Board Approved)

- Marching Band      Head - 12.5 pts.      Assistant – 7.5 pts
- Winter Drumline    Head - 12.5 pts.      Assistant – 7.5 pts
- Winter Guard        Head - 12.5 pts.      Assistant – 7.5 pts

**Base Stipend:** The Base Stipend is determined by multiplying the number of points allocated by the point value, e.g. 2.0 pts \* \$409.99 = \$819.98.

**Longevity Stipend:** The longevity stipend is paid **ONLY** to **advisors** who have **documented high school and collegiate advising experience**, for the activity they advise, and is calculated using the Advising Experience percentage (%), see list below, multiplied by the Base Stipend.

| Advising Experience | %   | e.g. | Base Stipend | * %    | = | Longevity Stipend |
|---------------------|-----|------|--------------|--------|---|-------------------|
| • 1-3 years         | 0%  | e.g. | \$819.98     | * 0.00 | = | \$0.00            |
| • 4-6 years         | 5%  | e.g. | \$819.98     | * 0.05 | = | \$41.00           |
| • 7-10 years        | 10% | e.g. | \$819.98     | * 0.10 | = | \$82.00           |
| • 11+ years         | 15% | e.g. | \$819.98     | * 0.15 | = | \$123.00          |

**History:** As part of the 2021-22 negotiations with the Canyons Education Association (CEA), it was agreed that a working group would be formed to review the current differential and make recommendations for possible modifications or the creation of a new system.

In January of 2022, a working group of coaches, which included representatives from CEA, as well as school and District administrators met and discussed options and possible criteria to be used. Head coaches were also contacted requesting them to identify the average number of hours worked per week providing direct coaching/supervision to student athletes.

**Purpose:** The purpose of the Athletic Differential is to ensure a minimum staff of coaches for all traditional high schools. Each high school is guaranteed a minimum staff of coaches based upon the number of competitive athletic teams/sports.

**Criteria:** The following criteria was identified to determine compensation on the new athletic differential:

- Length of Season,
- Average Hours Worked Per Week,
- Number of Assistant Coaches,
- Number of Average Participants,
- Longevity, and
- Extended Differential in Lieu of a Coaching Period.

**Funding:** The District will fund a maximum of 240 points for each traditional high school which identifies the financial compensation for head coaches on the Athletic Differential, see Athletic Differential spreadsheet. Note: Assistant coaches will be paid 60% of the head coach base stipend.

**Note:**

1. The Utah High School Activities Association (UHSAA) and the Utah State Board of Education (USBE) requires that all individuals employed or acting as coaches meet specific training and certification requirements outlined by the UHSAA and USBE. The coaches' certification includes five components: Background Check, First Aid Training, CPR Training, Concussion Training and the "Fundamentals of Coaching" course. The First Aid, CPR and Coaches' Training must be completed through an approved or recognized program which complies with the State requirements. Payment will not be made until the five components have been completed and have been submitted to Human Resources.
2. Principals/Athletic Directors **MAY NOT** alter the formula determining the number of head/assistant coaches for which the school is entitled.
3. Differential Exceptions are added to the coaching staff at the principal's discretion. Compensation paid for **additional coaches** may come from activity fees collected, and/or gate receipts. Coaches **MAY NOT** be paid by fundraising, Booster Clubs, vending revenue, or donations.
4. Compensation for a Differential Exception coach **MUST NOT** be greater than the base stipend as listed for head and/or assistant coaches.
5. Principals may only add coaches to the athletic differential by listing them as Differential Exceptions that are paid by school check.



**Point Value:** The point value is based upon .0075 of Increment Level 1 of the L186 Licensed Salary Schedule, e.g.  $\$54,665 * .0075 = \$409.99$  per point.

**Length of Season:** The length of season is based upon the 2021-22 Utah High School Activities Association's calendar, which identifies the number of weeks from tryouts to championship (including competitions), as well as school-based administrator knowledge. A percentage of the point value was identified (.483 per week) so the 240-point maximum was not exceeded:

- e.g.  $\$409.99 * .483 = \$198.03$  per week.

**Average Hours Worked Per Week:** The average hours worked per week is based upon the maximum practice hours allowed by UHSAA (20 hours per week) **OR**, if less, the average hours reported by head coaches working/supervising student athletes; i.e. practices, traveling to and from games, and games. The following point value(s) and criteria were identified:

- 0 – 4 hours .25 points e.g. \$102.50
- 5 – 9 hours .50 points e.g. \$205.00
- 10 – 14 hours .75 points e.g. \$307.50
- 15 – 20 hours 1.00 points e.g. \$409.99

**Number of Assistant Coaches:** The number of assistant coaches remained the same as the previous athletic differential which ensured a minimum staff of coaches for each sport. Each assistant coach counts as .5 of a point.

**Number of Average Participants:** The number of participants was determined by averaging the number of participants for each sport District wide and over a three-year period (2019-20, 2020-21, and 2021-22) and then rounded to the nearest five (5):

- 01 – 19 participants .5 points
- 20 – 39 participants 1.0 points
- 40 – 59 participants 1.5 points
- 60 – 79 participants 2.0 points
- 80+ participants 2.5 points

**Longevity Stipend:** The longevity stipend is paid **ONLY** to **coaches** who have **documented high school and collegiate coaching experience**, for the sport they coach:

- Coaching Experience % e.g. Base stipend \* % = Longevity Stipend
- 1-3 years 0% e.g.  $\$3,811 * 0.00 = \$0.00$
- 4-6 years 5% e.g.  $\$3,811 * 0.05 = \$190.55$
- 7-10 years 10% e.g.  $\$3,811 * 0.10 = \$381.10$
- 11+ years 15% e.g.  $\$3,811 * 0.15 = \$571.65$

**Extended Differential in Lieu of a Coaching Period:** The extended differential in lieu of a coaching period is paid **ONLY** to **coaches** who are:

- Licensed teachers at the high school **AND** who coach totally outside the school day; that is, they do not have a period for coaching during the school day.

**OR**

- Licensed teachers at a Canyons' District school and who come to the school **AFTER** regular school hours for the purpose of becoming part of the high school's coaching staff.

The extended differential is based upon the hourly rate of Increment Level 1 of the L186 Licensed Salary Schedule, the number of weeks in the season, and the average hours a coach would have taught if provided a coaching period, i.e. 80 minutes multiplied by 2.5 periods = 3.33 hours per week:

- e.g.  $\$36.74 * (1 \text{ week}) * 3.33 \text{ hours} = \$122.34 \text{ per week}$ .



# **Benefits – Insurance**



**Negotiations  
Contract Year 2022-23**

**Proposal**

CEA agrees to maintain the proposed recommendations from the District Insurance Committee. The Committee's proposal is to increase rates by 2% for the District and 1% for the employee. These increases will begin in January 2023 for the calendar year 2023 plan year. The proposed increases are attached. It is understood that in August 2022, the Committee will meet to review updated claims data and may need to make further adjustments for the 2023 plan year. CEA and CSD agree to bring any updated adjustments in a memorandum of understanding at that time.

**Rationale**

CEA understands that usage in the insurance plans have been higher than anticipated for the first quarter of the year. If the plan costs continue to increase, the Insurance Committee will need to revisit the premium costs for the 2023 plan year.

We feel it is in the best interest of both parties to sign an MOU if those adjustments need to be made prior to implementation of the premium increase.

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

A handwritten signature in blue ink that reads 'Rini Rahn'.

For Canyons School District

A handwritten date '4/20/22' in blue ink.

Date

A complex, handwritten signature in black ink, likely belonging to a representative of the Canyons Education Association.

For Canyons Education Association

A handwritten date '04/20/22' in black ink.

Date



**Canyons School District  
Certificated Employees  
2023 Proposed Insurance Premiums**

|               | 2022                    |                         | Proposed 2023           |                         | 2022                    |                         | Proposed 2023           |                         | 2023 Full Premium | District Increase Per Pay Period | District HSA contribution |
|---------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------|----------------------------------|---------------------------|
|               | Employee Per Pay Period | Employee Per Pay Period | Employee Per Pay Period | Employee Per Pay Period | District Per pay period | District Per pay period | District Per pay period | District Per pay period |                   |                                  |                           |
| Traditional   |                         |                         |                         |                         |                         |                         |                         |                         |                   |                                  |                           |
| Employee Only | \$ 8,153.40             | \$ 1,950.48             | \$ 1,969.98             | \$ 6,202.92             | \$ 82.08                | \$ 258.46               | \$ 263.62               | \$ 5.17                 | \$ 8,296.96       |                                  |                           |
| Two Party     | \$ 13,122.12            | \$ 3,139.20             | \$ 3,170.59             | \$ 9,982.92             | \$ 130.80               | \$ 415.96               | \$ 424.27               | \$ 8.32                 | \$ 13,953.17      |                                  |                           |
| Family        | \$ 22,282.36            | \$ 5,330.40             | \$ 5,383.70             | \$ 16,951.96            | \$ 222.10               | \$ 706.33               | \$ 720.46               | \$ 14.13                | \$ 22,674.70      |                                  |                           |
| Traditional   |                         |                         |                         |                         |                         |                         |                         |                         |                   |                                  |                           |
| Employee Only | \$ 8,968.42             | \$ 2,730.48             | \$ 2,757.78             | \$ 6,237.94             | \$ 113.77               | \$ 259.91               | \$ 263.62               | \$ 3.71                 | \$ 9,170.48       |                                  |                           |
| Two Party     | \$ 14,434.01            | \$ 4,394.40             | \$ 4,438.34             | \$ 10,039.61            | \$ 183.10               | \$ 418.32               | \$ 424.27               | \$ 5.96                 | \$ 14,678.75      |                                  |                           |
| Family        | \$ 24,510.13            | \$ 7,462.32             | \$ 7,536.94             | \$ 17,047.81            | \$ 310.93               | \$ 710.33               | \$ 720.46               | \$ 10.13                | \$ 24,925.71      |                                  |                           |
| High          |                         |                         |                         |                         |                         |                         |                         |                         |                   |                                  |                           |
| Employee Only | \$ 6,567.36             | \$ 754.08               | \$ 761.62               | \$ 5,813.28             | \$ 31.42                | \$ 317.3                | \$ 247.22               | \$ 4.84                 | \$ 6,691.17       | \$ 800                           |                           |
| Two Party     | \$ 10,569.53            | \$ 1,213.68             | \$ 1,225.82             | \$ 9,355.85             | \$ 50.57                | \$ 388.83               | \$ 397.62               | \$ 7.80                 | \$ 10,768.78      | \$ 1,200                         |                           |
| Family        | \$ 17,947.71            | \$ 2,060.88             | \$ 2,081.49             | \$ 15,886.83            | \$ 85.87                | \$ 661.95               | \$ 675.19               | \$ 13.24                | \$ 18,286.06      | \$ 1,600                         |                           |
| High          |                         |                         |                         |                         |                         |                         |                         |                         |                   |                                  |                           |
| Employee Only | \$ 7,208.10             | \$ 1,367.28             | \$ 1,380.95             | \$ 5,840.82             | \$ 56.97                | \$ 243.37               | \$ 247.06               | \$ 3.70                 | \$ 7,338.59       | \$ 800                           |                           |
| Two Party     | \$ 11,600.85            | \$ 2,200.56             | \$ 2,222.57             | \$ 9,400.29             | \$ 91.69                | \$ 391.68               | \$ 397.62               | \$ 5.94                 | \$ 11,810.86      | \$ 1,200                         |                           |
| Family        | \$ 19,698.87            | \$ 3,736.56             | \$ 3,773.93             | \$ 15,962.31            | \$ 155.69               | \$ 665.10               | \$ 675.19               | \$ 10.09                | \$ 20,055.48      | \$ 1,600                         |                           |

|               | Employee cost per pay period |                              | Certificated Employees on Plan* |                         | Total Employee Increase per pay period |                         | Total District Increase per pay period |  |
|---------------|------------------------------|------------------------------|---------------------------------|-------------------------|--|-------------------------|--|--|
|               | Employee cost per pay period | District cost per pay period | Employees on Plan*              | Increase per pay period | Increase per pay period                | Increase per pay period | Increase per pay period                |  |
| Traditional   | \$ 0.81                      | \$ 5.17                      | 197                             | \$ 160.10               | \$ 1,018.31                            |                         |  |  |
| Employee Only | \$ 1.31                      | \$ 8.32                      | 132                             | \$ 172.66               | \$ 1,098.12                            |                         |  |  |
| Two Party     | \$ 2.22                      | \$ 14.13                     | 225                             | \$ 499.73               | \$ 3,178.49                            |                         |  |  |
| Family        | \$ 2.63                      | \$ 3.71                      | 35                              | \$ 91.91                | \$ 129.85                              |                         |  |  |
| Traditional   | \$ 4.24                      | \$ 5.96                      | 17                              | \$ 72.09                | \$ 101.27                              |                         |  |  |
| Employee Only | \$ 7.18                      | \$ 10.13                     | 13                              | \$ 93.38                | \$ 131.73                              |                         |  |  |
| Two Party     | \$ 0.31                      | \$ 4.84                      | 345                             | \$ 108.40               | \$ 1,671.32                            |                         |  |  |
| Family        | \$ 0.51                      | \$ 7.80                      | 101                             | \$ 51.08                | \$ 787.45                              |                         |  |  |
| High          | \$ 0.86                      | \$ 13.24                     | 312                             | \$ 267.91               | \$ 4,130.58                            |                         |  |  |
| Employee Only | \$ 1.74                      | \$ 3.70                      | 35                              | \$ 60.91                | \$ 129.39                              |                         |  |  |
| Two Party     | \$ 2.81                      | \$ 5.94                      | 5                               | \$ 14.03                | \$ 29.72                               |                         |  |  |
| Family        | \$ 4.76                      | \$ 10.09                     | 37                              | \$ 176.30               | \$ 373.48                              |                         |  |  |
| <b>Totals</b> |                              |                              |                                 | \$ 1,454                | \$ 1,758.48                            | \$ 12,775.71            |  |  |

|   |              |               |
|---|--------------|---------------|
| Cost for 24 Annual Pay Periods                | \$ 42,443.48 | \$ 306,713.04 |
| Share of total increase to the insurance fund | 12.2%        | 87.8%         |

\*Based on January 2022 open enrollment

# Policy Changes



**Negotiations  
Contract Year 2022-23**



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**Proposal**

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

**Rationale**

The years listed for the effective dates for policies agreed to in the 2022-23 contract year negotiations need to be updated.

|   |                      |
|---|----------------------|
| <b>Tentative Agreement Between<br/>Canyons School District &amp;<br/>Canyons Education Association</b>                            |                      |
| <br>_____<br>For Canyons School District       | Date                 |
| <br>_____<br>For Canyons Education Association | Date <i>04/20/22</i> |

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

## **POLICY NUMBER:**

410.01

## **ADOPTED:**

5.1817.20212022 (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:**

5.1817.20212022

## **Scope of Negotiations - Policies (Licensed) - 410.01-1**

1. The Board of Education recognizes the need to negotiate with the recognized employee agent group on issues relating to wages, hours, and working conditions. The following policies will remain as negotiated polices for the contract year ~~2021-2022~~2022-2023:
  - 410.0, Scope of Negotiations (6.9.2020)
  - 410.01, Scope of Negotiations – Policies (Licensed) (5.18.2021)
  - 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) (6.9.2020)
  - 410.05, Fringe Benefits (Licensed) (6.9.2020)
  - 410.06, Personal Security and Safety (8.18.2018)

- 410.07, Salary Guidelines (5.18.2021)
- 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 (5.12.2015)
- 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 5.18.2021)

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.*



# **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) - 410.01-1**

1. The Board of Education recognizes the need to negotiate with the recognized employee agent group on issues relating to wages, hours, and working conditions. The following policies will remain as negotiated polices for the contract year 2022-2023:
  - 410.0, Scope of Negotiations (6.9.2020)
  - 410.01, Scope of Negotiations – Policies (Licensed) (5.18.2021)
  - 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) (6.9.2020)
  - 410.05, Fringe Benefits (Licensed) (6.9.2020)
  - 410.06, Personal Security and Safety (8.18.2018)

- 410.07, Salary Guidelines (5.18.2021)
- 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 (5.12.2015)
- 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 5.18.2021)

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

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**Negotiations  
Contract Year 2022-23**



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**Proposal**

CEA and CSD jointly propose to accept the statement from the Canyons Board of Education to embed changes to policy 410.04 and also extended family sick leave. See attached policy.

**Rationale**

These changes represent a culmination of the collaborative work of CEA, CSD, and the Board over the last number of years. CEA thanks the Board for demonstrating its commitment to supporting the families of its employees.

|   |                                  |
|---|----------------------------------|
| <b>Tentative Agreement Between<br/>Canyons School District &amp;<br/>Canyons Education Association</b>                            |                                  |
| <br>_____<br>For Canyons School District       | <u>4/21/22</u><br>_____<br>Date  |
| <br>_____<br>For Canyons Education Association | <u>04/21/22</u><br>_____<br>Date |



# Board Statement


Maternity Leave - Licensed  
(Effective July 1, 2022)

Canyons School District's Board of Education will provide to licensed employees, who qualify for paid leave benefits, up to six (6) consecutive calendar weeks (30 days) of paid Maternity Leave under the following conditions:

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.
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.
  - 2.1. 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.
  - 2.2. 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:
  - 5.1. Licensed employees must have donated to the Sick Leave Bank that school/contract year.
  - 5.2. 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.
  - 5.3. 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.
    - 5.3.1. If the employee has submitted their resignation for the current or succeeding contract year, the employee is ineligible for Maternity Leave.

  
Nancy Tingey – Board President

  
Date

# Policy 410.04 – Employee Leave (Licensed)

**POLICY NUMBER:**

410.04

**ADOPTED:**

5.18.2021 (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. extended family sick leave;
  - 4.5. maternity leave;
  - 5.6. personal leave paid;
  - 6.7. personal leave non-paid;
  - 7.8. sick leave; and
  - 8.9. 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:**

5.18.2021

## 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:**

5.18.2021

**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, up to three additional (3) days may be taken to attend to estate issues. The additional days must be taken within one (1) calendar year of the parent's death.
5. Bereavement Leave is provided only for the death of individuals listed under items 1. and 2. Employees who need to miss work because of the death of an individual not covered in this policy should refer to the other leave provisions of this policy.

**ADMINISTRATIVE REGULATION:**

410.04-3

**APPROVED:**

5.18.2021

## **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:**

5.18.2021

**Maternity 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.
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.

- 2.1. 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.
  - 2.2. 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:
  - 5.1. Licensed employees must have donated to the Sick Leave Bank that school/contract year.
  - 5.2. 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.
  - 5.3. 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.
    - 5.3.1. If the employee has submitted their resignation for the current or succeeding contract year, the employee is ineligible for Maternity Leave.

**ADMINISTRATIVE REGULATION:**

410.04-~~45~~

**APPROVED:**

5.18.2021

**Extended Family Sick Leave – Paid - 410.04-~~45~~**

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

2.1. 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.

3. Any additional leave must fall under the regulations of [Policy-400.26-Family Medical Leave](#).

**ADMINISTRATIVE REGULATION:**

410.04-~~56~~

**APPROVED:**

5.18.2021

**Personal Leave – Paid - 410.04-~~56~~**

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-day contract.
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.
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.
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.

**ADMINISTRATIVE REGULATION:**

410.04-67

**APPROVED:**

5.18.2021

**Personal Leave – Non-Paid - 410.04-67**

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



**ADMINISTRATIVE REGULATION:**

410.04-78

**APPROVED:**

5.18.2021

**Sick Leave - 410.04-78**

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:**

410.04-89

**APPROVED:**  
5.18.2021

## **Licensed Employee-Funded Sick Bank - 410.04-89**

### **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 1, 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 - 410.04-89**

### **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 - 410.04-89**

### **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.*

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

## **POLICY NUMBER:**

410.04

## **ADOPTED:**

5.18.2021 (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. extended family sick leave;
  5. maternity 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:**

5.18.2021

## **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:**

5.18.2021

**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, up to three additional (3) days may be taken to attend to estate issues. The additional days must be taken within one (1) calendar year of the parent's death.
5. Bereavement Leave is provided only for the death of individuals listed under items 1. and 2. Employees who need to miss work because of the death of an individual not covered in this policy should refer to the other leave provisions of this policy.

**ADMINISTRATIVE REGULATION:**

410.04-3

**APPROVED:**

5.18.2021

## **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:**

5.18.2021

**Maternity 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.
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.

- 2.1. 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.
  - 2.2. 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:
  - 5.1. Licensed employees must have donated to the Sick Leave Bank that school/contract year.
  - 5.2. 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.
  - 5.3. 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.
    - 5.3.1. If the employee has submitted their resignation for the current or succeeding contract year, the employee is ineligible for Maternity Leave.

**ADMINISTRATIVE REGULATION:**

410.04-5

**APPROVED:**

5.18.2021

**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.
  - 1.1. 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, 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.

- 2.1. 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.
3. Any additional leave must fall under the regulations of Policy-400.26-Family Medical Leave.

**ADMINISTRATIVE REGULATION:**

410.04-6

**APPROVED:**

5.18.2021

**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-day contract.
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.
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.
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.

**ADMINISTRATIVE REGULATION:**

410.04-7

**APPROVED:**

5.18.2021

**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.
5. An employee whose request for non-paid personal leave is denied, or who knowingly fails to request non-paid personal leave, and who chooses to be absent from their assignment despite the denial shall be deemed to be have abandoned their position and voluntarily resigned their employment with the District.
6. This leave does not negate the other official leave provisions of the Board.
7. Non-paid personal leave for benefit eligible job share and part-time employees shall be prorated according to the percentage of a full-time contract: e.g., a half-time teacher could receive up to fifteen (15) half days in a three-year period.



**ADMINISTRATIVE REGULATION:**

410.04-8

**APPROVED:**

5.18.2021

**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:**

5.18.2021

## **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 1, 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

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# Negotiations - Licensed

Policy 410.07 – Salary Guidelines  
(Contract Year 2022-23)



## Joint Proposal

Canyons School District Administration and Canyons Education Association propose modifying District Policy 410.07 – Salary Guidelines - Administrative Regulation: 410.07.01 – 1. Date of Payments to include:

- 1.1 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.
- 1.2 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.

## Rationale

New employees to the District currently receive their first direct deposit approximately thirty-five (35) days after beginning employment, September 15. An educator new to the profession or moving from out of state often finds this delay in pay a hardship.

Tentative Agreement  
Between  
Canyons School District  
&  
Canyons Education Association

Date: 04/20/22

For Canyons School District

For Canyons Education Association



# Policy 410.07 – Salary Guidelines

**POLICY NUMBER:**

410.07

**ADOPTED:**

5.18.2021

**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:**

5.18.2021

**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.

1.1. 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.

1.2. 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:
  - 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 licensed employee with a Master's Degree +20 semester hours and four years of experience would be placed on Increment Level twelve (12), contingent upon verification of education and experience.
8. The Director of Human Resources and Chief Financial Officer are allowed to make exceptions for difficult to fill positions.
  9. Military Experience:  
No Increment Level shall be granted to any employee for military experience except for previous employees who have left the District to enter the military service. These employees shall be granted benefits required under the reemployment rights provision of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
  10. Submission of Evidence:
    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 license and Bachelor's degree
      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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# Policy 410.07 – Salary Guidelines

**POLICY NUMBER:**

410.07

**ADOPTED:**

5.18.2021

**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:**

5.18.2021

**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.

1.1. 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.

1.2. 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:
  - Bachelor's Degree, n/a
  - Bachelor's Degree + 20 semester hours, +1 Increment Level
  - Bachelor's Degree + 40 semester hours, +1 Increment Level
  - Bachelor's Degree + 60 semester hours, +1 Increment Level
  - Master's Degree (Total of 6 Increment Levels), +3 Increment Levels
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  - Master's Degree + 40 semester hours, +1 Increment Level
  - Master's Degree + 60 semester hours, +1 Increment Level
  - Doctorate Degree (Total of 12 Increment Levels), +3 Increment Levels

- Example: A newly hired licensed employee with a Master's Degree +20 semester hours and four years of experience would be placed on Increment Level twelve (12), contingent upon verification of education and experience.
8. The Director of Human Resources and Chief Financial Officer are allowed to make exceptions for difficult to fill positions.
  9. Military Experience:  
No Increment Level shall be granted to any employee for military experience except for previous employees who have left the District to enter the military service. These employees shall be granted benefits required under the reemployment rights provision of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).
  10. Submission of Evidence:
    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 license and Bachelor's degree
      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

410.12 – Assignments and Transfers  
(Contract Year 2022-23)

## Proposal

Canyons School District Administration proposes modifying the calendar day licensed employee transfer window from thirty (30) days to fourteen (14) days and the number of days required for positions to be posted during the licensed Employee Transfer Window from three (3) working days to two (2) working days; e.g. posted on Thursday at 11:00 a.m. and closes on Monday at 11:00 a.m.

## Rationale

With the extreme teacher shortage, it is critical that we begin hiring as soon as possible to find the most qualified candidates. With our current automated transfer process, which is available online twenty-four (24) hours a day, most transfer requests are received within twenty-four (24) hours of the position being posted. This will speed up the entire hiring process providing a greater opportunity of hiring great internal and external candidates.

Tentative Agreement  
Between  
Canyons School District  
&  
Canyons Education Association

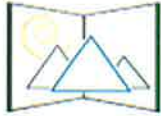
Date: CA/20/22

For Canyons School District



For Canyons Education Association





|  |                                 |                                  |
|--|---------------------------------|----------------------------------|
| <b>POLICY—410.12—ASSIGNMENTS AND TRANSFERS</b>   |                                 |                                  |
|  | <b>DISTRICT CODE:</b><br>410.12 | <b>ADOPTED:</b><br>5.12.15 (NEG) |
|  | <b>RESCINDS:</b><br>GCK         | <b>ADOPTED:</b><br>8.27.69       |
| <b><u>BOARD POLICY</u></b>   |                                 |                                  |
| <p>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.</p> <p>2. The Board of Education authorizes the Superintendent and the District Administration to develop administrative regulations consistent with policy.</p>  |                                 |                                  |
|  | <b>ADMIN-REG:</b><br>410.12-1   | <b>APPROVED:</b><br>5.12.15      |
| <b><u>ADMINISTRATIVE REGULATION—410.12-1:</u></b>  |                                 |                                  |
| <p>1. When a reduction in staff is necessary within a school/department, Obligatory Transfer Procedures shall be followed.</p> <p>2. Human Resource administrative regulations for Voluntary and Involuntary Transfers consistent with Policy—410.12 Assignments and Transfers shall be followed.</p>  |                                 |                                  |
|  | <b>ADMIN-REG:</b><br>410.12-2   | <b>APPROVED:</b><br>5.12.15      |
| <b><u>ADMINISTRATIVE REGULATION—410.12-2: (Obligatory Transfer Procedures)</u></b>   |                                 |                                  |
| <p>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.</p> <p>    1.1. A secondary program need shall be based upon the primary teaching assignment.</p> <p>    1.2. The person in charge of each secondary extracurricular activity may be exempted.</p> <p>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.</p> |                                 |                                  |

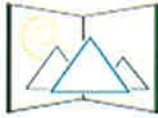
3. Half-time employees, based on seniority, shall only be considered for half-time positions. Half-time employees may apply for full-time positions through the voluntary transfer procedure.
4. Licensed employees identified for an Obligatory Transfer shall list their placement preference. Positions will 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:
  - 7.1. 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.
  - 7.2. 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.

ADMIN-REG:  
410.12-3

APPROVED:  
5.12.15

**ADMINISTRATIVE REGULATION—410.12-3:** (Voluntary Transfer Procedures)

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 [www.canyonsdistrict.org](http://www.canyonsdistrict.org).
2. A **thirty-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 **written 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 **thirty-fourteen** calendar day licensed employee transfer window and will be available to licensed voluntary transfer requests. Licensed employees will receive **written e-mail** notification when postings begin.
4. Licensed employee voluntary transfer requests will be accepted until 10 working days prior to New Teacher Orientation.



5. All positions filled after January 1 of the current school year (except media specialists, counselors, and District level positions) must be re-advertised for the coming school year.
6. All vacancies for the coming school year occurring during the transfer window, shall be advertised for ~~two-three~~ 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:
  - 6.1. 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.
  - 6.2. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., principals will review requests for transfer and select the candidates to be interviewed. Candidates who are interviewed but not offered a position will be notified in a timely manner by the local school.

ADMIN-REG:  
410.12-4

APPROVED:  
5.12.15

**ADMINISTRATIVE REGULATION—410.12-4 (Involuntary Transfer Procedures)**

1. A principal or immediate supervisor may request the involuntary transfer of a licensed employee when in his/her judgment it will benefit the licensed employee, the school, or the District. Involuntary transfer requests, stating specific reasons for the request, shall be made to the Supervisor Assistance Team. The Supervisor Assistance Team shall review the request and recommend approval or denial to the 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**

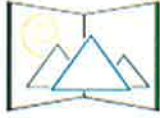
None

**REFERENCES**

None

**FORMS**

None



**CANYONS**  
School District

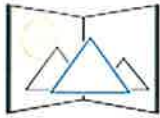
**CANYONS SCHOOL DISTRICT  
POLICY MANUAL**

***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.

|  |                                 |                                  |
|--|---------------------------------|----------------------------------|
| <b>POLICY—410.12—ASSIGNMENTS AND TRANSFERS</b>   |                                 |                                  |
|  | <b>DISTRICT CODE:</b><br>410.12 | <b>ADOPTED:</b><br>5.12.15 (NEG) |
|  | <b>RESCINDS:</b><br>GCK         | <b>ADOPTED:</b><br>8.27.69       |
| <b><u>BOARD POLICY</u></b>   |                                 |                                  |
| <p>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.</p> <p>2. The Board of Education authorizes the Superintendent and the District Administration to develop administrative regulations consistent with policy.</p>  |                                 |                                  |
|  | <b>ADMIN-REG:</b><br>410.12-1   | <b>APPROVED:</b><br>5.12.15      |
| <b><u>ADMINISTRATIVE REGULATION—410.12-1:</u></b>  |                                 |                                  |
| <p>1. When a reduction in staff is necessary within a school/department, Obligatory Transfer Procedures shall be followed.</p> <p>2. Human Resource administrative regulations for Voluntary and Involuntary Transfers consistent with Policy—410.12 Assignments and Transfers shall be followed.</p>  |                                 |                                  |
|  | <b>ADMIN-REG:</b><br>410.12-2   | <b>APPROVED:</b><br>5.12.15      |
| <b><u>ADMINISTRATIVE REGULATION—410.12-2: (Obligatory Transfer Procedures)</u></b>   |                                 |                                  |
| <p>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.</p> <p>1.1. A secondary program need shall be based upon the primary teaching assignment.</p> <p>1.2. The person in charge of each secondary extracurricular activity may be exempted.</p> |                                 |                                  |





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.
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  - 7.2. 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.

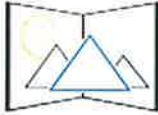
**ADMIN-REG:**  
410.12-3

**APPROVED:**  
5.12.15

**ADMINISTRATIVE REGULATION—410.12-3: (Voluntary Transfer Procedures)**

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 [www.canyonsdistrict.org](http://www.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 until 10 working days prior to New Teacher Orientation.
5. All positions filled after January 1 of the current school year (except media specialists, counselors, and District level positions) must be re-advertised for the coming school year.
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  - 6.2. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., principals will review requests for transfer and select the candidates to be interviewed. Candidates who are interviewed but not offered a position will be notified in a timely manner by the local school.

ADMIN-REG:  
410.12-4

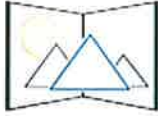
APPROVED:  
5.12.15

**ADMINISTRATIVE REGULATION—410.12-4 (Involuntary Transfer Procedures)**

1. A principal or immediate supervisor may request the involuntary transfer of a licensed employee when in his/her judgment it will benefit the licensed employee, the school, or the District. Involuntary transfer requests, stating specific reasons for the request, shall be made to the Supervisor Assistance Team. The Supervisor Assistance Team shall review the request and recommend approval or denial to the 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

*CANYONS BOARD OF EDUCATION*

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# Negotiations - Licensed

410.15 – District Post Retirement Benefits  
(Contract Year 2022-23)



## Joint Proposal

Canyons School District Administration and Canyons Education Association propose updating District policy 410.15 - District Post Retirement Benefits to reflect the creation of Canyons School District, to clarify the original intent for eligibility, and to align with the current notification of resignation policy. This change would be effective July 1, 2022.

## Rationale

Questions regarding eligibility requirements for post-retirement benefits have arisen this school year. The proposal clarifies eligibility requirements for post-retirement benefits, originally established by Jordan School District, for Canyons District employees and aligns with past practice and implementation of the policy in both Jordan and Canyons School Districts. The modifications also align to the required notification of resignation of forty-five (45) days, outlined in District policy 400.53 – Resignation, providing sufficient time to identify a replacement.

Tentative Agreement  
Between  
Canyons School District  
&  
Canyons Education Association

Date: 04/20/22

For Canyons School District

For Canyons Education Association



**POLICY—410.15—DISTRICT POST-RETIREMENT BENEFITS**

|  |                                 |                                      |
|--|---------------------------------|--------------------------------------|
|  | <b>DISTRICT CODE:</b><br>410.15 | <b>ADOPTED:</b><br>10.16.07          |
|  | <b>RESCINDS:</b><br>DP373       | <b>ADOPTED:</b><br>3.21.06; 10.16.07 |

**BOARD POLICY**

It is the intent of the Jordan School District Board to:

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

**\*This policy only applies to employees who were hired before July 1, 2006 in Jordan School District, who were employed by Canyons School District on or before June 30, 2010, who were identified by Jordan School District as qualifying for the post-retirement benefit, who have not had a break in service from Canyons District, and who retire from the Canyons District and the Utah Retirement Systems after June 30, 20062010.**

|  |                               |                                       |
|--|-------------------------------|---------------------------------------|
|  | <b>ADMIN-REG:</b><br>410.15-1 | <b>APPROVED:</b><br>3.21.06; 10.16.07 |
|--|-------------------------------|---------------------------------------|

**ADMINISTRATIVE REGULATION—410.15-1: (Eligibility)**

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

1. Hired before July 1, 2006, in Jordan School District.
2. Was an active employee at the end of the 2005-06 contract year in Jordan School District. Those on official leaves of absence or sabbatical leaves are considered active employees (however, for this policy, to determine the amount used and eligibility, refer to the previous year paid). Those on disability or personal leaves are not considered active employees since their employment was terminated at the time of their leave.
3. Was employed by Canyons School District on or before June 30, 2010, and was identified by Jordan School District as qualifying for the post-retirement benefit.
4. Have no break in service from Canyons School District since June 30, 2010.
- 3.5. Retires from Canyons School ~~the~~ District and under the provisions of the Utah State Retirement Systems, at the same time, after the beginning of the 2006-07 contract year.



|  |                               |                                       |
|--|-------------------------------|---------------------------------------|
|  | <b>ADMIN-REG:</b><br>410.15-2 | <b>APPROVED:</b><br>3.21.06; 10.16.07 |
|--|-------------------------------|---------------------------------------|

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

1. An employee must give notice of intent to retire in writing at least ~~30~~ forty-five (45) days before the effective retirement date to the Human Resources Department to facilitate an appropriate time to hire a replacement for the position being vacated. Failure to do so will result in an assessment of a \$500-750 to be deducted from the last direct deposit penalty and a letter of unprofessional conduct placed in the employee's personnel file.
2. The Director of Payroll, or his/her designee, shall provide assistance to retiring District employees with their District retirement benefits. Application for State retirement benefits should be coordinated through the Utah Retirement Systems.

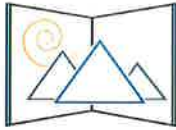
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|  | <b>ADMIN-REG:</b><br>410.15-3 | <b>APPROVED:</b><br>3.21.06; 10.16.07 |
|--|-------------------------------|---------------------------------------|

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

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

| <u>Full-Time Equivalent Contract Years in Jordan School District at the End of the 2005-06 Contract Year.</u> | <u>Multiplication Factor</u> |
|---|------------------------------|
| 25+   | 1.000                        |
| 25  | 1.000                        |
| 24  | 0.9694                       |
| 23  | 0.9388                       |
| 22  | 0.9082                       |
| 21  | 0.8776                       |
| 20  | 0.8470                       |
| 19  | 0.8164                       |
| 18  | 0.7858                       |
| 17  | 0.7552                       |
| 16  | 0.7246                       |
| 15  | 0.6940                       |
| 14  | 0.6634                       |
| 13  | 0.6328                       |
| 12  | 0.6022                       |
| 11  | 0.5716                       |





|    |        |
|----|--------|
| 10 | 0.5410 |
| 9  | 0.5104 |
| 8  | 0.4798 |
| 7  | 0.4492 |
| 6  | 0.4186 |
| 5  | 0.3880 |
| 4  | 0.3574 |
| 3  | 0.3268 |
| 2  | 0.2962 |
| 1  | 0.2656 |

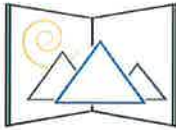
**ADMIN-REG:**  
410.15-4

**APPROVED:**  
3.21.06; 10.16.07

**ADMINISTRATIVE REGULATION—410.15-4: (Benefits)**

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

1. **Sick and Personal Leave Bonus:** Eligible employees will be paid for unused sick, personal leave days, and alternative leave days up to the end of their 2005-06 contract. This will be paid at the time of retirement based on 30 percent for ESP and 25 percent for Licensed and Administrative employees' 2005-06 lane and step (daily rate).
  - 1.1. Daily rate at the end of the 2005-06 contract year is used for figuring the value of unused sick leave (Licensed use the standard 184-day contract - C salary schedule).
  - 1.2. Total eligible days will be computed at the rate of one (1) day per basic contract month from the date of continuous employment in the District up to the end of the 2005-06 contract. For example, nine (9) days per year for nine-month employees, 11 days per year for 11-month employees, and 12 days per year for 12-month employees.
  - 1.3. Sick days used, including sick bank days and family health days used, from the date of continuous employment in the District up to the end of the 2005-06 contract will be subtracted from the total possible accumulation. Emergency days used between July 1, 1993, and July 1, 1997, are also subtracted from the total accumulation.
  - 1.4. The maximum benefit is 180 days for nine-month employees, 220 days for 11-month employees, and 240 days for 12-month employees.
  - 1.5. Additional days will be added to this maximum benefit at the rate of two (2) days for each year (up to the end of the 2005-06 contract year) that no more than one (1) day of sick leave was used, including days deducted for sick leave bank and family sick days.
  - 1.6. Additional days will be added to this maximum benefit for Alternative Leave Days and Personal Leave Days not used up to the end of the 2005-06 contract year.
  - 1.7. At the time of retirement, if an employee has fewer days available than were accrued



at the end of the 2005-06 contract, then the incentive amount will be reduced to reflect the lower number of days.

1.7.1. Example 1: An employee has his/her days figured according to the above outlined formula (A. through F.) and has 106 total days allowed for the sick leave payout at the end of the 2005-06 school year. In the 2006-07 school year if the employee accrued 15 new sick leave days and used 25 sick leave days and then retired at the end of the school year, the employee total days allowed of 106 would be reduced to 96 days for the retirement payout.

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

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

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

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

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

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

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

2. \$75 per Year Service Award:

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

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



**3.1. Health and Life Insurance**

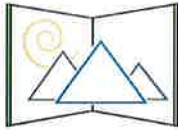
- 3.1.1. Employees working fewer than four hours per day (at the end of the 2005-06 contract year) are not eligible for this retiree insurance benefit.
- 3.1.2. This benefit shall be calculated using contracted full-time equivalent years of service in Jordan School District. Years of service will be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

|         |         |         |         |
|---------|---------|---------|---------|
| 2006-07 | \$1,812 | 2022-23 | \$3,955 |
| 2007-08 | \$1,903 | 2023-24 | \$4,153 |
| 2008-09 | \$1,998 | 2024-25 | \$4,361 |
| 2009-10 | \$2,098 | 2025-26 | \$4,579 |
| 2010-11 | \$2,202 | 2026-27 | \$4,808 |
| 2011-12 | \$2,313 | 2027-28 | \$5,048 |
| 2012-13 | \$2,428 | 2028-29 | \$5,301 |
| 2013-14 | \$2,550 | 2029-30 | \$5,566 |
| 2014-15 | \$2,667 | 2030-31 | \$5,844 |
| 2015-16 | \$2,881 | 2031-32 | \$6,136 |
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| 2020-21 | \$3,588 | 2036-37 | \$7,560 |
| 2021-22 | \$3,767 |         |         |

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

- 3.1.4. The number of insurance years to be paid shall be computed by multiplying the full-time equivalent years in the District by 0.2 and rounding to the nearest month. For example, 24.25 years in the District equals 4.85 years of insurance which rounds to 58 months.
- 3.1.5. The amount calculated above will be paid to the employee over the same period of time calculated in item (4) above in monthly installments as earnings





(which is taxable). If, in the future, other payment options become legal (as determined by District legal counsel or the IRS) and appropriate (i.e. tax deferred, health savings account, flex plan) the District will allow such options.

- 3.1.6. Employees who complete their contract and retire effective at the end of their contract year shall be covered under their regular contract insurance plan to the end of the contract year. The cash in lieu of retiree insurance coverage shall commence with the next contract year and shall continue for the number of years indicated by item (4) above.
- 3.1.7. Should an employee retire before the end of the contract year, their employee health insurance coverage terminates on the last day of employment. The payments for the cash in lieu of insurance coverage begin the following month.
- 3.1.8. The above calculated dollar amount will be multiplied by the applicable factor in item C.

### 3.2. Insurance Lump-Sum Payout

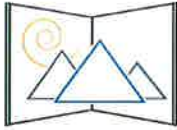
- 3.2.1. The retiree may choose to receive the entire insurance benefit in one lump-sum payment. The lump-sum payment will be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings. If this option is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

### 3.3. Insurance benefits for retirees enrolled in COBRA

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

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

- 3.4.1. Retirees must have worked ten (10) full-time equivalent years in



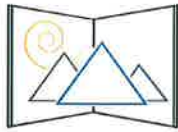
Jordan/Canyons School District by the time they retire (including years before and after the 2005-06 contract year) to qualify for the retiree health insurance benefit.

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

#### **4. Retirement Incentive**



- 4.1. Only Licensed and Administrative Employees as of the end of the 2005-06 contract year, who later retire with the District under the provisions of the Utah Retirement Systems, are eligible for this benefit.
- 4.2. Employees working fewer than four hours per day (at the end of the 2005-06 contract year) are not eligible for this retiree benefit.
- 4.3. This benefit shall be calculated using contracted full-time equivalent years of service in Jordan School District. Years of service will be calculated on full-time equivalents (e.g. two (2) years of half-time service equal one (1) year of full-time service) up to the end of the 2005-06 contract year.
- 4.4. For a period of time described below:
  - 4.4.1. Licensed retirees will receive a percentage of the difference between Lane A, Step 1, of the 2005-06 Teachers Salary Schedule C (see attached schedule) and that lane and step which the employee was on at the end of the 2005-06 contract year. Retirees paid on any other salary schedule shall have their salary placement converted to the full-time equivalent lane and step on the C schedule to calculate this benefit.
  - 4.4.2. Administrative retirees will receive a percentage of the difference between Lane A, Step 1, of the 2005-06 Teachers Salary Schedule C (see attached schedule) and Lane G, Step 25 of the 2005-06 Teachers Salary Schedule C, plus 10 percent of the difference between the Administrator's 2005-06 salary and the amount on Lane G, Step 25, of the 2005-06 Teachers Salary Schedule C.
- 4.5. The percentage referred to in item d. above shall be the lower of 58 percent or 1.93333 percent for each year in the District. For example, 24.25 years equals 46.88 percent.
- 4.6. The above calculated amount will be multiplied by the applicable factor in item C.
- 4.7. The amount calculated above is paid for four (4) years. Upon retirement, an employee has four options:
  - 4.7.1. An employee retiring during the contract year will be paid monthly commencing the month following the actual retirement date. Employees retiring at the end of the contract year will receive a monthly entitlement commencing with the July 1 pay period.
  - 4.7.2. The retiree may authorize the District to purchase additional service credit for the employee through the State Retirement Systems as allowed by the Utah State Retirement Systems and Utah State law (See Senate Bill 34 passed by the State Legislature in 1995). The lump sum amount used to procure retirement credit shall be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings.
  - 4.7.3. The retiree may receive the monthly benefit for the remainder of the current fiscal year (ending June 30) in a lump sum payment. The prime interest rate (at the end of the previous quarter) plus two percent will be imposed to offset the District's loss of interest earnings.



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

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

ADMIN-REG:  
410.15-5

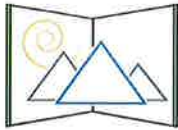
APPROVED:  
3.21.06; 10.16.07

**ADMINISTRATIVE REGULATION—410.15-5: (Post Retirement)**

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

1. A person who has previously retired from one of the State Retirement Systems and returns to work full time for the same employer within six months of retirement shall (a) cancel the retirement benefit and return to membership in the retirement system and (b) accrue additional service credit toward a future retirement. A retired employee under age 65 who returns to work less than full time within six months of retiring is subject to an earnings limitation.
2. A person who retires and returns to work as in item 1. above after six months from the date of retirement may keep the retirement benefit as well as the salary. In this case, a person rehired after six months of retirement shall also have a contribution to a Utah Retirement Systems defined contribution (DC) plan made for them in the same amount as the employer contributes for similar positions.
3. Retirees desiring to be rehired by the District must make application to Canyons School District.
4. Employees who have retired and are then rehired will not be placed on a step greater than:
  - 4.1. ESP employees – Step 3 Lane B
  - 4.2. Licensed employees – Step 9
  - 4.3. Administrative employees – Step 5

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



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

**EXHIBITS**

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

410.15—Exhibit—2: Resignation of Instructional Staff (Licensed)

410.15—Exhibit—3: Early Retirement Incentive – Instructional Staff (Voluntary)

**REFERENCES**

None

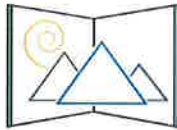
**FORMS**

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—410.15—DISTRICT POST-RETIREMENT BENEFITS**

|  |                                 |                                      |
|--|---------------------------------|--------------------------------------|
|  | <b>DISTRICT CODE:</b><br>410.15 | <b>ADOPTED:</b><br>10.16.07          |
|  | <b>RESCINDS:</b><br>DP373       | <b>ADOPTED:</b><br>3.21.06; 10.16.07 |

**BOARD POLICY**

It is the intent of the Jordan School District Board to:

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

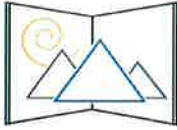
**\*This policy only applies to employees who were hired before July 1, 2006 in Jordan School District, who were employed by Canyons School District on or before June 30, 2010, who were identified by Jordan School District as qualifying for the post-retirement benefit, who have not had a break in service from Canyons District, and who retire from Canyons District and the Utah Retirement Systems after June 30, 2010.**

|  |                               |                                       |
|--|-------------------------------|---------------------------------------|
|  | <b>ADMIN-REG:</b><br>410.15-1 | <b>APPROVED:</b><br>3.21.06; 10.16.07 |
|--|-------------------------------|---------------------------------------|

**ADMINISTRATIVE REGULATION—410.15-1: (Eligibility)**

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

1. Hired before July 1, 2006, in Jordan School District.
2. Was an active employee at the end of the 2005-06 contract year in Jordan School District. Those on official leaves of absence or sabbatical leaves are considered active employees (however, for this policy, to determine the amount used and eligibility, refer to the previous year paid). Those on disability or personal leaves are not considered active employees since their employment was terminated at the time of their leave.
3. Was employed by Canyons School District on or before June 30, 2010, and was identified by Jordan School District as qualifying for the post-retirement benefit.
4. Have no break in service from Canyons School District since June 30, 2010.
5. Retires from Canyons School District and under the provisions of the Utah State Retirement Systems, at the same time, after the beginning of the 2006-07 contract year.



**ADMIN-REG:**  
410.15-2

**APPROVED:**  
3.21.06; 10.16.07

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

1. An employee must give notice of intent to retire in writing at least forty-five (45) days before the effective retirement date to the Human Resources Department to facilitate an appropriate time to hire a replacement for the position being vacated. Failure to do so will result in an assessment of a \$750 to be deducted from the last direct deposit.
2. The Director of Payroll, or his/her designee, shall provide assistance to retiring District employees with their District retirement benefits. Application for State retirement benefits should be coordinated through the Utah Retirement Systems.

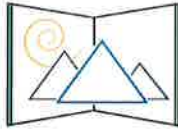
**ADMIN-REG:**  
410.15-3

**APPROVED:**  
3.21.06; 10.16.07

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

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

| <b>Full-Time Equivalent Contract Years in Jordan School District at the End of the 2005-06 Contract Year.</b> | <b>Multiplication Factor</b> |
|---|------------------------------|
| 25+   | 1.000                        |
| 25  | 1.000                        |
| 24  | 0.9694                       |
| 23  | 0.9388                       |
| 22  | 0.9082                       |
| 21  | 0.8776                       |
| 20  | 0.8470                       |
| 19  | 0.8164                       |
| 18  | 0.7858                       |
| 17  | 0.7552                       |
| 16  | 0.7246                       |
| 15  | 0.6940                       |
| 14  | 0.6634                       |
| 13  | 0.6328                       |
| 12  | 0.6022                       |
| 11  | 0.5716                       |
| 10  | 0.5410                       |
| 9   | 0.5104                       |
| 8   | 0.4798                       |



|   |        |
|---|--------|
| 7 | 0.4492 |
| 6 | 0.4186 |
| 5 | 0.3880 |
| 4 | 0.3574 |
| 3 | 0.3268 |
| 2 | 0.2962 |
| 1 | 0.2656 |

**ADMIN-REG:**  
410.15-4

**APPROVED:**  
3.21.06; 10.16.07

**ADMINISTRATIVE REGULATION—410.15-4: (Benefits)**

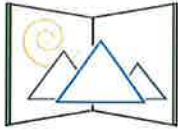
The first three of the following benefits are applicable to all three employee groups (Licensed, ESP, and Administrative). The fourth benefit, Retirement Incentive, is only applicable to Administrative and Licensed employees.

1. **Sick and Personal Leave Bonus:** Eligible employees will be paid for unused sick, personal leave days, and alternative leave days up to the end of their 2005-06 contract. This will be paid at the time of retirement based on 30 percent for ESP and 25 percent for Licensed and Administrative employees' 2005-06 lane and step (daily rate).
  - 1.1. Daily rate at the end of the 2005-06 contract year is used for figuring the value of unused sick leave (Licensed use the standard 184-day contract - C salary schedule).
  - 1.2. Total eligible days will be computed at the rate of one (1) day per basic contract month from the date of continuous employment in the District up to the end of the 2005-06 contract. For example, nine (9) days per year for nine-month employees, 11 days per year for 11-month employees, and 12 days per year for 12-month employees.
  - 1.3. Sick days used, including sick bank days and family health days used, from the date of continuous employment in the District up to the end of the 2005-06 contract will be subtracted from the total possible accumulation. Emergency days used between July 1, 1993, and July 1, 1997, are also subtracted from the total accumulation.
  - 1.4. The maximum benefit is 180 days for nine-month employees, 220 days for 11-month employees, and 240 days for 12-month employees.
  - 1.5. Additional days will be added to this maximum benefit at the rate of two (2) days for each year (up to the end of the 2005-06 contract year) that no more than one (1) day of sick leave was used, including days deducted for sick leave bank and family sick days.
  - 1.6. Additional days will be added to this maximum benefit for Alternative Leave Days and Personal Leave Days not used up to the end of the 2005-06 contract year.
  - 1.7. At the time of retirement, if an employee has fewer days available than were accrued at the end of the 2005-06 contract, then the incentive amount will be reduced to reflect the lower number of days.





- 1.7.1. Example 1: An employee has his/her days figured according to the above outlined formula (A. through F.) and has 106 total days allowed for the sick leave payout at the end of the 2005-06 school year. In the 2006-07 school year if the employee accrued 15 new sick leave days and used 25 sick leave days and then retired at the end of the school year, the employee total days allowed of 106 would be reduced to 96 days for the retirement payout.
- 1.7.2. Example 2: An employee has reached the maximum days allowed for his/her contract and does not show any new accrued days. At the time of retirement a calculation will be done to show what days would have accrued if the employee had not reached the maximum allowed. These examples show an employee whose maximum days allowed is 180 and works until the 2013-14 school year before retiring:
- 1.7.3. Employee A: Would have earned 15 days per year during eight additional years of employment equaling 120 days and during the eight-year period used 50 days. There is no change from the retirement sick leave calculated at the end of 2005-06.
- 1.7.4. Employee B: Accrued 15 days during the eight more years of employment equaling 120 but his/her usage during the eight-year period amounted to 150 days. His/her calculated sick leave retirement benefit would be reduced by 30 days.
- 1.8. Employees will continue to accrue leave days beyond the 2005-06 contract.
- 1.9. Retirees with 25 years of service with the Utah State Retirement Systems have the option of authorizing the District to use the sick and personal leave bonus and the \$75 per year service award to purchase additional service credit for the employee through the State Retirement System. Compensation used to purchase service credit is not reported as income to the employee.
- 1.10. The above calculated dollar amount will be multiplied by the applicable factor in item C.
- Note:** This formula for retirement benefit has no relationship to the amount of available eligible sick leave days shown on the Time and Attendance Report or on the employee's check stub.
2. \$75 per Year Service Award:
- 2.1. At the time of retirement, a one-time payment will be made of \$75 for each year of service in Jordan School District up to the end of the 2005-06 contract year. This dollar amount will be multiplied by the applicable factor in item C. (For example, 24.68 years multiplied by \$75 equals \$1,851 multiplied by the applicable yearly factor (0.9694) equals a one-time payment of \$1,794.)
3. Cash in Lieu of Health and Life Insurance Benefits for Retirees
- 3.1. Health and Life Insurance

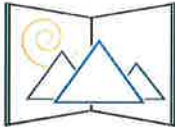


- 3.1.1. Employees working fewer than four hours per day (at the end of the 2005-06 contract year) are not eligible for this retiree insurance benefit.
- 3.1.2. This benefit shall be calculated using contracted full-time equivalent years of service in Jordan School District. Years of service will be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

|         |         |         |         |
|---------|---------|---------|---------|
| 2006-07 | \$1,812 | 2022-23 | \$3,955 |
| 2007-08 | \$1,903 | 2023-24 | \$4,153 |
| 2008-09 | \$1,998 | 2024-25 | \$4,361 |
| 2009-10 | \$2,098 | 2025-26 | \$4,579 |
| 2010-11 | \$2,202 | 2026-27 | \$4,808 |
| 2011-12 | \$2,313 | 2027-28 | \$5,048 |
| 2012-13 | \$2,428 | 2028-29 | \$5,301 |
| 2013-14 | \$2,550 | 2029-30 | \$5,566 |
| 2014-15 | \$2,667 | 2030-31 | \$5,844 |
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| 2021-22 | \$3,767 |         |         |

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

- 3.1.4. The number of insurance years to be paid shall be computed by multiplying the full-time equivalent years in the District by 0.2 and rounding to the nearest month. For example, 24.25 years in the District equals 4.85 years of insurance which rounds to 58 months.
- 3.1.5. The amount calculated above will be paid to the employee over the same period of time calculated in item (4) above in monthly installments as earnings (which is taxable). If, in the future, other payment options become legal (as



determined by District legal counsel or the IRS) and appropriate (i.e. tax deferred, health savings account, flex plan) the District will allow such options.

- 3.1.6. Employees who complete their contract and retire effective at the end of their contract year shall be covered under their regular contract insurance plan to the end of the contract year. The cash in lieu of retiree insurance coverage shall commence with the next contract year and shall continue for the number of years indicated by item (4) above.
- 3.1.7. Should an employee retire before the end of the contract year, their employee health insurance coverage terminates on the last day of employment. The payments for the cash in lieu of insurance coverage begin the following month.
- 3.1.8. The above calculated dollar amount will be multiplied by the applicable factor in item C.

### 3.2. Insurance Lump-Sum Payout

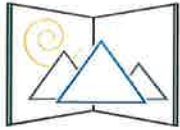
- 3.2.1. The retiree may choose to receive the entire insurance benefit in one lump-sum payment. The lump-sum payment will be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings. If this option is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

### 3.3. Insurance benefits for retirees enrolled in COBRA

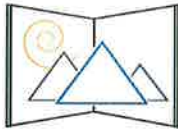
- 3.3.1. Upon retirement, the employee may elect to receive insurance benefits through COBRA. This is a federal law requiring employers to give former employees and their dependents the option to purchase insurance from the former employer at the rate of 102 percent of the premium cost for 18 months.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

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

- 3.4.1. Retirees must have worked ten (10) full-time equivalent years in Jordan/Canyons School District by the time they retire (including years before

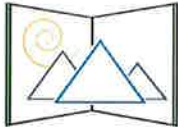


- and after the 2005-06 contract year) to qualify for the retiree health insurance benefit.
- 3.4.2. Health insurance must be continuous from the date of retirement. Any lapse in coverage will cause forfeiture of the benefit.
  - 3.4.3. The retiree must remain on the health insurance plan for eligible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



- 4.1. Only Licensed and Administrative Employees as of the end of the 2005-06 contract year, who later retire with the District under the provisions of the Utah Retirement Systems, are eligible for this benefit.
- 4.2. Employees working fewer than four hours per day (at the end of the 2005-06 contract year) are not eligible for this retiree benefit.
- 4.3. This benefit shall be calculated using contracted full-time equivalent years of service in Jordan School District. Years of service will be calculated on full-time equivalents (e.g. two (2) years of half-time service equal one (1) year of full-time service) up to the end of the 2005-06 contract year.
- 4.4. For a period of time described below:
  - 4.4.1. Licensed retirees will receive a percentage of the difference between Lane A, Step 1, of the 2005-06 Teachers Salary Schedule C (see attached schedule) and that lane and step which the employee was on at the end of the 2005-06 contract year. Retirees paid on any other salary schedule shall have their salary placement converted to the full-time equivalent lane and step on the C schedule to calculate this benefit.
  - 4.4.2. Administrative retirees will receive a percentage of the difference between Lane A, Step 1, of the 2005-06 Teachers Salary Schedule C (see attached schedule) and Lane G, Step 25 of the 2005-06 Teachers Salary Schedule C, plus 10 percent of the difference between the Administrator's 2005-06 salary and the amount on Lane G, Step 25, of the 2005-06 Teachers Salary Schedule C.
- 4.5. The percentage referred to in item d. above shall be the lower of 58 percent or 1.93333 percent for each year in the District. For example, 24.25 years equals 46.88 percent.
- 4.6. The above calculated amount will be multiplied by the applicable factor in item C.
- 4.7. The amount calculated above is paid for four (4) years. Upon retirement, an employee has four options:
  - 4.7.1. An employee retiring during the contract year will be paid monthly commencing the month following the actual retirement date. Employees retiring at the end of the contract year will receive a monthly entitlement commencing with the July 1 pay period.
  - 4.7.2. The retiree may authorize the District to purchase additional service credit for the employee through the State Retirement Systems as allowed by the Utah State Retirement Systems and Utah State law (See Senate Bill 34 passed by the State Legislature in 1995). The lump sum amount used to procure retirement credit shall be discounted by the prime interest rate (at the end of the previous quarter) plus two percent for each year to offset the District's loss of interest earnings.
  - 4.7.3. The retiree may receive the monthly benefit for the remainder of the current fiscal year (ending June 30) in a lump sum payment. The prime interest rate (at the end of the previous quarter) plus two percent will be imposed to offset the District's loss of interest earnings.





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

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

ADMIN-REG:  
410.15-5

APPROVED:  
3.21.06; 10.16.07

**ADMINISTRATIVE REGULATION—410.15-5: (Post Retirement)**

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

1. A person who has previously retired from one of the State Retirement Systems and returns to work full time for the same employer within six months of retirement shall (a) cancel the retirement benefit and return to membership in the retirement system and (b) accrue additional service credit toward a future retirement. A retired employee under age 65 who returns to work less than full time within six months of retiring is subject to an earnings limitation.
2. A person who retires and returns to work as in item 1. above after six months from the date of retirement may keep the retirement benefit as well as the salary. In this case, a person rehired after six months of retirement shall also have a contribution to a Utah Retirement Systems defined contribution (DC) plan made for them in the same amount as the employer contributes for similar positions.
3. Retirees desiring to be rehired by the District must make application to Canyons School District.
4. Employees who have retired and are then rehired will not be placed on a step greater than:
  - 4.1. ESP employees – Step 3 Lane B
  - 4.2. Licensed employees – Step 9
  - 4.3. Administrative employees – Step 5

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



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

**EXHIBITS**

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

**REFERENCES**

None

**FORMS**

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.

# Miscellaneous





**Negotiations  
Contract Year 2022-23**

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**Proposal:**

Canyons Education Association proposes that the Paid Professional Hours for Educators funded under HB 396 be paid no later than the last day of the month following the month of the completion of one or more of the 8-hour units and submission to the administrator for verification.


**Rationale:**

The purpose of this legislation was to provide teachers with compensation for a portion of the additional hours they work in order to provide quality instruction to their students. These hours are to be educator directed, with administrator approval. Teachers will be paid at least the current in-service rate. Hours should be submitted in 8 hour units to their administrator for verification. Recognizing that there is additional work for the payroll department to include these hours on the regular payroll, it is reasonable that each day be paid by the last day of the month following completion and submission of verification to the administrator for approval.

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

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

4/21/22  
\_\_\_\_\_  
Date

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

04/21/22  
\_\_\_\_\_  
Date






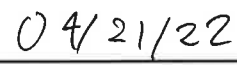
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**Proposal**

CEA and CSD jointly propose the creation 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.

**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.

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



**Negotiations  
Contract Year 2021-22**

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**Memorandum of Understanding**

CEA and CSD agree that the following issues/items will assigned to the appropriate committees and reported back to Human Resources and Canyons UniServ Director by March 15, 2023:

Policy Review Advisory Group

Orderly Termination

District Advisory Committee

Salary Schedules for Speciality Instructors (Trade Instructors)


Issues discussion for maximum preps in Secondary

Unlimited Sick Leave discussion

Class size reduction issues

Special Education Issues

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

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

4/21/22  
\_\_\_\_\_  
Date

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

04/21/22  
\_\_\_\_\_  
Date