

To: Salt Lake City Board of Education
Interim Superintendent Bates

From: Logan Hall, Executive Director, Human Resource Services
Alan Kearsley, Business Administrator

Re: Tentative Agreement – Salt Lake Education Association (SLEA)/District Negotiations

Date: June 6, 2023

We are pleased to inform you that we have concluded our negotiations with the Salt Lake Education Association (SLEA). We have reached a tentative agreement, which was ratified by SLEA's voting members on June 2, 2023, and recommend approval of the following:

1. 3.0% COLA
2. Steps will be funded.
3. Agreed upon changes to the certified salary schedule, which includes elimination of step 1, moving the top step additional COLA to a new step on the salary schedule, and completing steps 2-12 on the PhD lane.
4. The district will cover the increase in any medical insurance premiums and there will be no increase in medical insurance premiums for employees. Agreed upon plan changes will take effect September 1.

Additionally, the tentative agreement with SLEA included housekeeping edits and minor revisions to the Written Agreement (WA) that were supported by SLEA's ratification by voting members. The 2023-24 Fiscal Year Written Agreement Language Changes are identified below:

1.19 Teacher. The term "teacher" shall mean a contract employee of the Salt Lake City School District who is required by the State Board of Education to have and maintain a current State of Utah Educator's License, **or a DOPL license for social work or nursing and is paid on the certified salary schedule.** This shall include teachers on approved leaves of absence pursuant to this agreement, and exclude the superintendent, associate/assistant superintendents, instructors, substitute teachers and employees paid from the administrative salary schedule.

6.4.2 Representation. Any party in interest may be represented and/or accompanied at all stages of the grievance procedure by an appropriate person of ~~his~~**their** own choosing. The faculty association representative shall be such representation at Level One unless the teacher desires to choose another person.

7.2.2 Application and Notice. A teacher who knows they will be making application for a short term leave shall, ~~also,~~ notify the principal or ~~principal's designee~~ **supervisor** as early as possible so that necessary arrangements can be made. Application for short term leaves shall be in writing according to district procedures.

7.2.3 Reporting Leave. The district's time and attendance system is to be used for reporting leave (or if the system is unavailable, the teacher is to report leave to their supervisor in a timely manner), ~~and is available in the various schools. This includes all types of leave in Article 7.~~

7.2.4 Priority of Substitute Teachers. Teachers who are requesting sick leave have priority over teachers who are attending local Professional Development and/or professional meetings.

7.5.3 Personal Leave Paid Time Off (PTO).

7.5.3.1 Allowance. ~~Full time educators are provided eighty-eight (88) Thirty-two (32) hours PTO personal leave shall be granted to each FTE teacher during the annual term of the contract without loss of pay. PTO hours provided are prorated for teachers working less than full time.~~

7.5.3.2 Accumulation. A teacher may accumulate up to ~~the maximum of one thousand four hundred forty (1440) forty-eight (48) fully paid hours of PTO personal leave. After a teacher has accumulated forty-eight (48) hours each additional unused personal leave hour shall be added to the teacher's accumulated sick leave.~~

7.5.2.13.3 Use. Consecutive use of three (3) or more ~~personal~~ PTO days require at least one week pre-approval from the teacher's supervisor for activities which generally could be pre-planned, such as weddings, anniversaries, birthdays, etc. An exception from pre-approval would be granted in the event of, as an example, ~~unforeseen illness or to provide care for an employee's spouse or domestic partner, legally dependent children, parents and parents-in-law and/or dependents living in the home, a sudden death, or an unforeseeable disaster.~~

~~7.3.3.1 A maximum of thirteen (13) PTO days may be used in any contract year. No more than five (5) consecutive PTO days may be taken at any time, with the sole exception of leave taken for the purpose of attending to medical needs and time needed to recover from illness or provide care for an employee's spouse or domestic partner, legally dependent children, parents and parents-in-law and/or dependents living in the home. Employees using PTO for sick purposes for three (3) or more days may be required to provide a return to work release prior to their return to work.~~

~~Teachers with fifteen (15) or more years consecutive experience in the district may request the use of up to 10 consecutive days PTO once in their career. Requests will be made directly to the Human Resource Services department after obtaining principal approval. Requests will be evaluated in consultation with the president of the association or designee.~~

~~7.5.2.23.3.2 Two (2) days of personal leave PTO are allowed for use either prior to, or after, one of the following events: Labor Day, Fall Break, Thanksgiving, Winter Break, Dr. Martin Luther King Jr. Day, Washington and Lincoln Day, or Spring Break, once annually. Additionally, PTO may be taken the day before or after a school holiday for the following specific reasons:~~

- a. Unforeseen illness
- b. Observance of religious holidays which fall on a regularly scheduled school calendar workday.
- c. Required court appearances.
- d. Deaths not covered by Bereavement Leave as defined in 7.6 below.

7.3.3.3 PTO may not be used during the five (5) contract days prior to the start of the school year, other than for illness as defined in 7.3.3.1. PTO may not be used during parent/teacher conferences. PTO may not be used on make-up days as the result of employee job action.

~~7.5.3 Personal Leave (Sick Leave Conversion):~~ The years of service shall be based on the date of original hire. If there is a break in service of more than one year, the most recent date of hire shall apply.

~~—————~~ Conversions of sick leave to personal leave shall not occur the first two weeks or the last two weeks of the school year or during the end of year testing. Exceptions may be requested when the necessary dates are outside the control of the teacher.

~~—————~~ Teachers with fifteen (15) years or more may convert five (5) sick days to personal days, once during their career.

~~Any refusal of such requests shall be in consultation with the president of the association or designee.~~

~~7.3~~ 7.4 Sick Leave.

~~7.3.1~~ **Sick Leave Benefits.** All contract teachers employed by the board shall receive sick leave benefits for personal illness or illness in one's own immediate family. These family members include: the employee's spouse or domestic partner, legally dependent children, parents and parents-in-law and/or dependents living in the home. Sick leave benefits may also be used for the serious illness of a brother or sister if the teacher is the caregiver of the individual.

~~7.3.1.1~~ **Allowance and Accumulation.** Full-time teachers are provided fifty six (56) hours of sick leave at full pay each contract year. Unused sick leave hours will be accrued until the maximum of one thousand four hundred forty (1440) is accumulated. Sick leave hours provided are prorated for teachers working less than full-time.

~~7.3.1.2~~ **Limit Per Illness.** Contract teachers may use all of their accrued sick leave for the same illness. However, contract teachers with fewer than nine hundred sixty (960) hours of accrued sick leave and accessing the sick leave bank shall not exceed nine hundred sixty (960) hours for the same illness.

~~7.3.1.3~~ **Eligibility for New Teachers.** Teachers new to the district may not use sick leave hours until the effective date of their contract and have reported to work.

~~7.3.1.4~~ ~~**Recovery from Illness.**~~ Upon a written application, contract teachers shall be granted an unpaid leave of absence for recovery from a serious illness or accident once the teacher has reached the maximum limit per illness or used all accumulated personal sick leave.

~~7.3.1.4.1~~ ~~**Return to Work.**~~ The conditions for the return to work of a teacher who takes such extended convalescent leave shall be the same as those who take leaves of fewer than sixty (60) days.

~~7.3.1.5~~ ~~**Sick Leave hours for non-immediate family members.**~~ Once all personal leave has been used, including the additional personal leave day with the cost of the substitute deducted, up to forty (40) hours of sick leave may be converted to personal leave for sick leave purposes for individuals not covered by section 7.3.1. The first sixteen (16) hours of this conversion may be approved by the principal. The remaining twenty four (24) hours may be converted if approved by the Human Resources Administrator. This conversion is not available to teachers on provisional employment status.

~~7.3.2~~ ~~4.1~~ **Sick Leave Incentive Option.** Those enrolled as of June 30, 2019 remain enrolled for the remainder of their employment.

~~7.4~~ ~~5~~ **Sick Leave Bank.**

~~7.45.1~~ **Purpose.** A sick leave bank is available for career contract teachers to draw upon for their own serious medical needs that take the employee out of work for fifteen (15) or more consecutive days. The 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. The sick leave bank is available only for the teacher's own medical needs and not for family members. All full-time contract teachers shall contribute annually four (4) hours of their sick leave PTO allowance to the sick leave bank. The contribution is prorated for teachers working less than full time.

Medically documented intermittent leave for long-term illness may be approved.

~~7.45.2~~ **Eligibility.** Teachers who have commenced their fourth year of contract employment, contributed to the sick leave bank the previous three (3) years, have fewer than nine hundred sixty (960) hours, and have depleted their accrued sick leave are eligible to apply for the sick leave bank. Before being eligible to draw from the sick leave bank, educators must use all but two (2) PTO days of accumulated leave.

- 7.45.2.1 Application.** Sick Leave Bank applications shall be on a standard district form and must include a recommendation from a doctor of medicine.
- 7.45.3 Waiting Period.** There shall be a waiting period of twenty-four (24) hours without pay before a teacher begins to use hours from the sick leave bank. This waiting period shall be waived for teachers who have been employed as a contract teacher ten (10) or more years in the district.
- 7.45.4 Maximum Use.** The difference between the contract teacher's accrued sick leave balance and nine hundred sixty (960) hours is the maximum available hours for a teacher to use. The combined total sick leave allowed between the sick leave bank and the teacher's accrued sick leave shall not exceed nine hundred sixty (960) hours in any twelve (12) month period. The twelve (12) month period shall commence on the first day of the extended illness. In unusual cases, teachers may request an extension to be approved by Human Resources and the SLEA President or designee, if the employee has applied for Long Term Disability. **Use of the Sick Leave Bank shall begin a five (5) year period. Employees requiring the use of the Sick Leave Bank more than twice in that five (5) year period will be reduced to half benefit for subsequent use of the Sick Leave Bank.**

7.6.1 Unspecified Uses. For circumstances not specified in Section 7.6, the teacher may utilize ~~personal leave~~ **paid time off** for bereavement purposes.

7.7.4 Injury on the Job. Contract employees who are injured in the scope and course of their employment may receive the full amount of their salary for the duration of the contract year under the following conditions: The appropriate part of the salary (amount awarded by the Industrial Commission) shall be charged to the ~~Workman's~~ **Workers'** Compensation. The prorated daily balance shall be charged to the employee's sick leave. **For incidents exceeding 15 consecutive work days, and the employee's** ~~When sick leave is exhausted the employee then becomes eligible to apply~~ **for the Sick Leave Bank.**

8.6.1 Purpose. **Sabbatical leaves are targeted investments in the teaching force.** A sabbatical leave shall be considered only for reasons of professional growth such as additional academic or experience training that shall be of value to the ~~program or the district, department or site.~~ Sabbatical leaves for teachers are provided under the following regulations:

8.6.1.1 Minimum Service. Applicants shall have completed a minimum of ten (10) consecutive years of teaching experience in the Salt Lake City School District before being eligible **to start** ~~for~~ a sabbatical.

8.6.1.2 Filing. **Applications shall be submitted** ~~made-upon~~ forms to be furnished by the board **and** shall be filed with Human Resources during the month of January preceding the school year of the anticipated sabbatical leave. **Applications shall include a description of how the sabbatical will meet district needs.**

8.6.1.2.1 Letter of Support. Applications shall include a letter of support from the **district and school** administrator of ~~any~~ **the** program which may be impacted by the planned leave activity.

8.6.1.4 Eligibility. No person shall be given such leave of absence more often than once in ~~seven (7) years~~ a career.

8.6.1.5 Maximum Available Leaves. A maximum of ~~five (5)~~ two (2) teachers approved by a committee representing the association and the administration shall have sabbatical leaves in any one year.

8.6.1.7 Reemployment Guaranteed. A teacher who is granted a sabbatical leave of absence is assured re-employment, ~~and upon return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.~~

9.3 Directive Control.

b. obtain possession of weapons or other dangerous objects upon the person of any individual or within ~~his~~their control;

14.2.3 Reassignments. The board and the association recognize that some reassignments of teachers within a school are unavoidable. Therefore, qualified teachers shall be available for reassignment as necessary by the principal, or a teacher qualified for the open position may request a reassignment. A reassignment shall follow a systematic process starting with a meeting between the principal and the teacher. In that meeting the principal shall explain the reasons for the possible reassignment. After that meeting, the principal shall make a decision regarding the reassignment in the school **and provide a written explanation of the final decision to the teacher being reassigned. Teachers who are reassigned during the transfer window for the next school year are ineligible for Priority to Present Staff unless the principal indicates otherwise.**

15.4.1.1 School Day Report of Teacher Day. Using the Shared Governance Process, the ~~Teacher School~~ Day Report shall include instructional time for students; time for faculty meetings, PT conferences/SEOPs, Back to School Night, planning, collaboration, professional development; and time to meet with parents and students. The reporting format shall be mutually agreed upon by the association and the district.

15.4.3 Professional Development. **Principals may hold five (5) required professional development sessions during faculty meeting per year. Additional P**professional development meetings for the entire faculty held after school hours and at faculty meetings shall be approved by the SIC, and approved by the faculty through consensus or by ratification vote when consensus cannot be reached.

17.6 Employment Renewal Assumed. If the proposed salary is based upon a salary schedule which has been adopted by the board and approved by the association, pursuant to sections of this agreement dealing with negotiations, the contract of employment for the ensuing year shall be deemed renewed unless the teacher notifies the Human Resources Administrator of ~~his~~their desire to terminate ~~his~~their employment.

17.7 No Individual Action. If the proposed salary is not based upon a salary schedule which has been negotiated and adopted, the teacher need not indicate acceptance or rejection until ~~he~~ they receives a new notice of a proposed salary which is based upon a salary schedule which has been negotiated and adopted.

18.3 Distribution of Days. The number of days assigned for the USHSAA sponsored activities may not be altered.

	HEAD COACH DAYS	ASST. COACH DAYS	TOTAL DAYS
BASKETBALL GIRLS	16	25	41
BASKETBALL BOYS	16	25	41
BASEBALL	14	9	23
CHEER COMP	13	6	19
CROSS COUNTRY (COED)	10	5	15
DRAMA	4	3	6
DRILL TEAM COMP	4	3	6
FOOTBALL	16	53	69
DEBATE	16	9	25
GOLF GIRLS	10	4	14
GOLF BOYS	10	4	14
LACROSSE GIRLS	14	9	23
LACROSSE BOYS	14	9	23
MUSIC INSTRUMENT	4	3	6
MUSIC VOCAL	4	3	6
SOCCER GIRLS	16	16	33
SOCCER BOYS	14	9	23
SOFTBALL	14	9	23
SWIMMING COED	16	9	25
TENNIS GIRLS	10	4	14
TENNIS BOYS	10	4	14
TRACK COED	16	31	48
VOLLEYBALL	16	25	41
WRESTLING COED	14	18	31
TOTAL DAYS	290	290	580

Each high school is provided with 120 days for non-UHSAA activities. The School Improvement Council shall allow for educator input and implement an objective procedure to determine the allocation determine the number of days for non-USHSAA sponsored activities.