

To: Salt Lake City Board of Education
Superintendent Grant

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

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

Date: June 4, 2024

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 May 31, 2024, and recommend approval of the following:

- a. 2.5% cost of living (COLA) increase.
- b. Steps and lanes will be funded.
- c. Longevity pay will be adjusted to provide 1% of the employee’s total salary to be added to their regular pay once the employee has completed 20 full, consecutive years in the District. An additional 1% will be added to the employee’s total salary once the employee has completed 26 full, consecutive years in the District.
- d. The district will cover a 10% increase to medical insurance premiums and there will be no increase in medical insurance premiums for employees.

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 2024-25 Fiscal Year Written Agreement Language Changes are identified below:

7.3 Paid Time Off (PTO).

7.3.1 Allowance. Full time educators are provided eighty-eight (88) hours of PTO during the annual term of the contract without loss of pay. PTO hours provided are prorated for teachers working less than full time.

7.3.2 Accumulation. **Unused PTO in a contract year shall roll over to accumulated leave to be used in accordance with 7.3.3.** A teacher may accumulate up to the maximum of one thousand four hundred forty (1440) fully paid hours of **accumulated leave PTO**.

7.3.3 Use. A maximum of thirteen (13) PTO days may be used in any contract year.

Consecutive use of three (3) or more PTO days require at least one week pre-approval from the ~~educator~~ teacher's supervisor for activities which generally could be pre-planned, such as weddings, anniversaries, birthdays, etc. No more than five (5) consecutive PTO days may be taken at any time.

The sole ~~An~~ exception from pre-approval, or the use of five (5) or more consecutive days of leave, would be for leave taken for the purpose of attending to medical needs and time needed to recover from ~~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. 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.

In the event an educator has taken approved Family Medical Leave (FML) at any point during the school year and has used all thirteen (13) allowable days of PTO, they may make a request to HRS to use up to two (2) days from their accumulated leave balance for PTO purposes.

~~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. Use of this once in a career opportunity may be at any point in the contract year.

~~7.3.3.2 Two (2) days of PTO are is~~ 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, or FML
- 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.

7.5.4 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.

7.7.1 Legal Proceedings. Teachers shall be granted the time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system ~~or in any other legal proceedings~~, if the teacher is required by law to attend (less any remuneration received for such service). This provision does not apply when a teacher is the plaintiff in a civil lawsuit.

7.12 Parental Leave. All contract educators employed by the board ~~with at least one full contract year in the district~~ who give birth to a child shall be eligible for up to three weeks (120 Hours) of postpartum recovery leave and four weeks (160 Hours) paid parental leave prorated per FTE; without medical documentation from a medical provider, postpartum recovery leave and parental leave shall run consecutively. Contract educators who do not give birth to a child but are eligible for parental leave shall be eligible for up to four weeks (160 Hours) paid parental leave prorated per FTE. ~~All postpartum recovery leave and/or parental leave must be used consecutively within the first year following a birth, or adoption, or guardianship or child or children.~~ Postpartum recovery leave and paid parental leave ~~is-are~~ in addition to any other leave the educator may be entitled to and will be paid at their regular rate.

14.1.1 Priority to Present Staff. All teachers and counselors currently in a school, who hold the necessary qualifications, including part-time teachers, teachers on year to year contracts who have been recommended for rehire or whose current position no longer exists, or those on leave of absence, shall have priority to any internal vacancies in the school before any external vacancy is declared by the SIC. PTPS is available only during the time between when the SIC determines the staffing configuration and the end of the school year for the upcoming school year.

~~Teachers and counselors hired on year-to-year contracts in their first year and second year of employment and who hold the necessary qualifications, upon the~~

recommendation of the principal for rehire, shall continue in their current assignment for the next year provided the position continues to exist. Teachers completing their third year of employment, who have been marked recommended for rehire shall have the opportunity to apply for other positions within the district under the same rights as career teachers.

If more than one (1) teacher in the school has applied for the same position, the teacher best qualified for that position shall be appointed, and qualifications being substantially equal, seniority in the school system shall control. Assignment of new teachers in the school shall be made in accordance with sections 14.4.1 through 14.4.5.

Provisional teachers who have been marked recommended for rehire whose position no longer exists in the school for the following school year are eligible to interview during the transfer window along with career status teachers.

15.4.2 Faculty Meetings. At the beginning of the school year, a regular time shall be established for faculty meetings. Attendance at faculty meetings is expected. ~~Teachers Educators~~ shall ~~notify~~ obtain permission from the principal prior to each meeting if they cannot be in attendance. Any decisions made at faculty meetings under Shared Governance shall be binding. Faculty meetings held at other times shall be scheduled forty-eight (48) hours in advance. Whenever possible, an agenda shall be posted twenty-four (24) hours in advance.

15.4.5.1 Elementary Planning Time. The School Improvement Council in elementary schools shall develop and submit to the superintendent for approval a schedule which will provide each teacher with adequate on campus planning time that is separate from collaboration time with a suggested minimum of 90 minutes in a five-day week. Any elementary teacher who loses their designated planning time, up to 90 minutes in a week, due to absent or unavailable rotations (specials), shall be compensated on a prorated rate of \$30.00 per hour (60 minutes). Additionally, those elementary schools choosing the short day weekly planning time may submit a plan for use of accumulated planning time in weeks shortened by holiday schedules.

15.4.5.3 Use of Planning Time. Use of planning time shall be at the professional discretion of the teacher. Planning time is provided so that teachers are prepared for their students and is scheduled to occur on campus to facilitate the development of daily lesson plans, minimize interruptions, provide access to resources, and encourage grade level/department planning with colleagues. ~~However, Occasional~~ planning off campus is appropriate and may occur when necessary. ~~When Prior to~~ planning off campus during the instructional day ~~workday occurs~~, educators will obtain permission from the principal or principal's designee ~~shall be notified~~. Teachers are expected to be prepared to meet the Utah Effective Teaching Standards. Any building uses of the planning time other than for planning shall be decided by the School Improvement Council and

approved by the faculty through consensus or by ratification vote when consensus cannot be reached.

15.4.7 Budgets. Members of the School Improvement Council shall give feedback to the principal on the use of resources in individual school budgets **including carryover**. At the beginning of the school year (September), the principal shall provide information to the SIC on expenditures from individual school budgets during the previous year and information on planned expenditures for the current year. In the spring of the year (April), the principal shall provide information to the SIC on expenditures for the current school year and planned expenditures for the balance of the year and the succeeding year. This information shall be available to each individual teacher and shall be in such detail and form as is agreeable to the SIC. Individual school budgets such as:

15.4.8.4 High Schools. The principal, assistant principal (discipline), counselor/social worker, and a **regular general** education teacher shall serve as members.

16.3.6 Ph.D. Lane. Shall be awarded upon verification of the degree and a teaching certificate **to teachers who have reached the thirteenth (13th) step of the salary schedule**.

16.4.2 Effective Date. An adjustment in salary lane placement shall be effective on the first day of the teacher's contract provided that the lane change request was properly received and approved by Human Resources between May 15th and September 15th of that year.

Lane change requests received by Human Resources between September 16th and May 5th will become effective the 1st of the month following receipt of the lane change request provided that the request was received by the 5th of the month and the necessary credits have been properly documented.

16.6.2 Ph.D. Lane. Shall be awarded upon verification of the degree and a teaching certificate **to teachers who have reached the thirteenth (13th) step of the salary schedule**.

17.4.2 Experience Formula. Teachers new to the district shall be given credit for previous **related licensed work** experience in public schools, accredited private schools, and higher education equal to nine (9) years. In addition, teachers new to the district shall also be allowed up to three (3) years for military experience. The present formula for evaluating teaching experience is as follows:

17.10 Productivity. To better meet the needs of students, full-time secondary teachers (grades 7-12) may be asked to consider accepting an additional teaching assignment. **Pay for a productivity assignment is prorated consistent with the school's class schedule to compensate for the loss of the planning period being used for the additional teaching assignment. For example, on a seven period schedule 1/7th, on a 8 period day 1/8th of the**

~~185 day teacher contract. Pay for a productivity assignment is based on 1/6th of the 185-day teacher contract. Productivity for one additional course taught for one term is 1.042 FTE, one semester 1.083 FTE, or one year 1.167 FTE. The annual contract (1.042 — 1.167 FTE) Productivity pay shall be paid in equal amounts over the contract year. A productivity assignment may be withdrawn when absences are excessive during the extended contract period. Established hourly rates and leave accrual are not affected by accepting a productivity assignment. Planning time shall be agreed to by the teacher and the principal.~~

18.1 Extracurricular Funding.

~~Each high school shall be furnished a sum equal to 4.32* times the salary at the first step of the first lane of the teacher salary schedule to be used for payment of teaching personnel directing the extracurricular activities.~~

~~*Beginning in the 2001-2002 school year with 3.52, one-tenth (0.10) shall be added each year until the 4.32 is reached in the 2009-2010 school year.~~

18.3 Distribution of Days.

The number of days assigned for the UHSAA sponsored activities may not be altered. The School Improvement Council shall determine the number of days for non-UHSAA sponsored activities.

	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	7
DRILL TEAM COMP	13	6	19
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	7
MUSIC VOCAL	4	3	7
SOCCER GIRLS	16	16	32
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	47
VOLLEYBALL GIRLS	16	25	41
VOLLEYBALL BOYS	16	25	41
WRESTLING GIRLS	14	9	23
WRESTLING BOYS	14	9	23
TOTAL DAYS	330	323	653

21.3 Payments for Accumulated Leave. Upon retirement under Utah State School Employees Retirement System provisions, or early retirement as defined in Section 21.4 of this agreement, an employee shall be paid an amount of money equal to 19% of the value of their accumulated ~~sick leave and accumulated paid personal~~ leave based on their annual salary at the time of retirement. Payout is based on 19% of salary and is paid on the employee's final paycheck.