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MEMORANDUM

TO: Members, Utah State Board of Education

FROM: Brad C. Smith
Chief Executive Officer

DATE: March 5-6, 2015

DISCUSSION: Addition or Change to Board Rule for USDB Calculation of the Weighted Average Salary Adjustment (WASA) for USDB Educators (contracted) in Accordance with Utah Code 53A-25b-402

Background: The Utah Schools for the Deaf and the Blind Education Association (USBDEA) filed a written grievance regarding an annual salary adjustment for educators covered by the Negotiated Agreement. USDB denied the grievance by way of written decision dated 22 October 2014 from USDB Superintendent Joel Coleman. USBDEA then filed a request for a hearing before the Utah State Board of Education for 5 December 2014. The hearing was postponed due to both USDB and USBDEA seeking resolution without having to go to the Board of Education for resolution. The issue is resolved by way of the attached Memorandum of Understanding which clearly details how the WASA is calculated and the type of data and from what time periods the data is derived to reach the WASA to ensure that Utah Code 53A-25b-402 is met.

Key Points: The MOU clarifies all aspects of properly calculating the WASA. The USDB recommends that the language in the MOU be used to establish Board rule on how USDB arrives at the WASA calculation in order to meet the requirements of Utah Code 53A-25b-402. Providing the level of detail associated with the WASA calculation process and application of the resulting percentage increase (shift) to the salary table mitigates against the risk of loss of continuity in how the WASA is calculated and from what school years (time periods) data is derived and applied to the calculation during economic downturns and/or attrition of key staff at USDB and/or USBDEA (i.e. USDB CFO or USBDEA President).

Anticipated Action: It is anticipated that the Law and Licensing Committee will review the proposed addition to Board rule for the USDB calculation of the weighted average salary adjustment (WASA) for USDB Educators, and give direction to staff for adding the language to Board rule.

Contact: Scott Jones, CFO at USDB, 801-629-4723 or e-mail: scottj@usdb.org

Memorandum of Understanding

This Memorandum of Understanding by and between Utah Schools for the Deaf and Blind ("USDB") and the Utah Schools for the Deaf and Blind Education Association ("Association") is entered into this 15 day of January, 2015.

Recitals

Whereas, The Association filed a written Grievance regarding an annual salary adjustment for employees of USDB covered by the Negotiated Agreement ("Agreement"); and

Whereas, USDB denied said Grievance by way of a written decision dated 22 October 2014 from USDB Superintendent Joel Coleman; and

Whereas, USDB filed a request for a hearing before the Utah State Board of Education ("State Board"), which hearing was scheduled for 5 December 2014; and

Whereas, at the mutual request of the parties, the Board tabled the hearing until its January 2015 board meeting.

Agreement

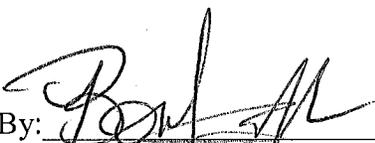
Now therefore, in consideration of the foregoing, the parties mutually agree as follows:

1. USDB, as assisted by personnel from USOE, shall keep, maintain, and retain all records from this time forward related to school district annual settlement averages, sufficient to allow the accurate, annual calculation of weighted average salary adjustment ("WASA") as those terms are used in the Agreement or in relevant statute. The agreed upon process for calculating the WASA is attached and incorporated herein as Appendix 1.
2. USDB shall seek a salary increase for the USDB for the fiscal year commencing 1 July 2015 ("FY16") of 0.4334%, which is the WASA from the fiscal year which commenced on 1 July 2013 ("FY14").
3. The parties agree to meet, confer and negotiate in good faith regarding the establishment of clear timelines with respect to the Board's submission of budget requests to the State Legislature that include the appropriate WASA to the USDB's educators salary schedule.
4. The parties agree to meet, confer, and negotiate in good faith regarding the amendment and revision of Articles III and IV of the Agreement, with respect to revised timelines, procedures, or responsibilities with respect to disputes between the parties regarding WASA or similar issues, with the expectation of establishing clear processes to avoid such disputes in future. The parties expressly intend to review procedures to include a hearing procedure for such disputes.

5. The parties agree that this dispute has been resolved through mutual agreement, discussion and collaboration. Accordingly, the parties agree that they shall speak of each other in positive and civil terms and that no adverse comment, consequence or action shall be taken against any person as a result of involvement to any degree in bringing or participating in any aspect of this grievance.
6. Upon reasonable notice and at the request of the Association, Michelle Tanner may meet and speak with the Association board regarding her recollection of prior negotiations in which such changes were made, during times when she functioned in a leadership role with the Association.

DATED AS OF THE DATE WRITTEN ABOVE:

Association:

By: 

Bonilynn Henrie, President

Utah Schools for the Deaf and Blind Education Association

USDB:

By: 

Joel Coleman, Superintendent

Utah Schools for the Deaf and Blind

APPENDIX 1**USDB –Computation of the WASA**

Under Utah Code 53A-25b-402, the Utah State Board of Education is charged to annually calculate and submit a Weighted Average Salary Adjustment (WASA) to the Legislature for funding subject to future budget constraints. From the funds appropriated for salary adjustments, USDB will adjust the salary schedule for educators.

Using data provided by USOE from school district compensation settlements from the prior school year, by June 1st of the current school year USDB will calculate a Weighted Average Salary Adjustment. After calculation of this adjustment percentage, USDB will determine the cost of adjusting the salary schedule by the WASA percentage. This cost in addition to the cost of providing step and lane increases will be presented to the Board for inclusion in the Legislative request for funding in the following school year.

Through this process, adjustments to the salary schedule, when funded, will be based on school district settlement data from two years prior.

Process for Computation

1. Data is provided to USDB from USOE concerning the following:
 1. Prior year Cost of Living Adjustments (COLA) made to teacher salary schedules in each school district in the State.
 2. FTE teacher counts for each school District based on the November counts used for Educator Salary Adjustment calculations.
2. The Weighted Average Salary Adjustment will be calculated as follows:
 1. For each District, the prior year COLA percentage is multiplied by the total prior year FTE count.
 2. The amount calculated for each district in step 1 is then summed to provide a state-wide total.
 3. The prior year FTE counts from each district are then summed resulting in a total prior year state-wide teacher FTE count.
 4. The sum created in step 2 is then divided by the FTE count calculated in step 3 resulting in the WASA percentage.
 5. The WASA percentage is then applied to the current salary schedule to determine the cost to be submitted to the Legislature necessary to fund the salary schedule adjustment.
 6. In the following school year, the USDB educator salary schedule will be increased by the WASA percentage calculated in step 4, subject to funding being appropriated by the Legislature.