

**JORDAN SCHOOL DISTRICT
&
Jordan Education Association**

Licensed Negotiated Agreement

2018-19

Negotiations Team

Jen Atwood	Secretary, Board of Education
Anthony Godfrey, Ed.D.	Associate Superintendent
John Larsen, CPA	Business Administrator
June LeMaster, Ph.D.	Administrator of Human Resources
Jenny Pedler	Kauri Sue Hamilton School
Amanda Parker	Copper Mountain Middle School
Carol Ramsay	Silver Crest Elementary School
Jessica Dunn	UniServ Director

Jordan School District Board of Education

Janice L. Voorhies	President, Precinct 6
Matthew Young	Vice President, Precinct 2
Jen Atwood	Secretary, Precinct 7
Bryce Dunford	Member, Precinct 5
Marilyn Richards	Member, Precinct 4
Darrell Robinson	Member, Precinct 1
Tracy J. Miller	Member, Precinct 3

**Licensed Negotiated Agreement
Final & NEG Policies
2018-19**

**Between Jordan School District Board of Education
&
Jordan Education Association**

The Jordan School District Board of Education and Jordan Education Association (JEA) agree to the following:

- 1) Salary Level increases (previously "steps") will be given for licensed employees for the 2018-19 school year.
- 2) Continuing Education Advancement (previously "lanes") will be given for qualifying licensed employees for the 2018-19 school year.
- 3) All salary levels on the traditional teacher salary schedule will be increased by \$2,800 (base salary is \$42,800; increments between salary levels remain at \$875). One additional day will be added to the contract period for District-directed professional development. That day is anticipated to be at the beginning of the year for the 2018-19 year but may move in future years depending on calendaring. The effectiveness of the professional development and whether it accomplished its desired purpose is subject to reevaluation next year.
- 4) Employees will cover fifty (50) percent of any future insurance premium increase and the District will cover fifty (50) percent of any future insurance premium increase; however, there is no insurance premium increase for the 2018-19 contract year.
- 5) \$800,000 will be set aside to compensate for elementary outside safety parking lot duty. The Joint Relations Committee will work together to establish particulars by the end of May 2018.
- 6) Pay for mentoring will be increased to one (1) day of pay to each mentor for each mentee.
- 7) \$3,000,000 will be set aside for the grant program as recommended by LECTF.
 - a. A total of \$3,000 can be awarded to one individual.
 - b. \$12,000 can be requested for team projects.
 - c. No employee can receive more than \$3,000 total between the two grant options (individual and team).
 - d. Joint Relations Committee will work together to establish particulars by the end of May 2018.
- 8) The 7th-period stipend will increase from 12.5% to 16.7%.

- 9) Joint Relations Committee (JRC) will work together to improve the Reduction in Staff (RIS) process as outlined in DP327NEG, specifically the process and rigor. This will be completed by the end of December 2018.
- 10) The District will provide an opportunity for highly effective licensed employees who are reduced in staff (RIS) to interview for all positions they apply and are qualified for. This item is for one year and subject to reevaluation next year.
- 11) The Joint Relations Committee (JRC) will work together to write a proposal on how to improve professional development offered at the beginning of each school year to licensed employees. This will be completed by end of May 2018.
- 12) Teachers who chose to remain on the old salary schedule for the 2017-18 year will transition to the new salary schedule for the 2018-19 year in similar fashion to the prior year's transition as follows:
 - a. Lane adjustments will continue on the old salary schedule through the end of the contract term as is normally done for the 2017-18.
 - b. Before transitioning to the new salary schedule, each employee receives a step on the old salary schedule up to the maximum step.
 - c. Before transitioning to the new salary schedule, each employee who did not receive step increases for the 2009-10, 2011-12, and/or 2013-14 years have up to the three steps restored, one for each year, on the old salary schedule up to the maximum step. This will be done based on the "hire date" in the District's personnel system. "Hire date" is the latest date when an employee changed their employment status between benefit eligible and non-benefit eligible.
 - i. Those whose hire date is before 1/1/2009, increase steps by 3, up to the maximum step
 - ii. Those whose hire date is between 1/1/2009 and 12/31/2010, increase steps by 2, up to the maximum step
 - iii. Those whose hire date is between 1/1/2011 and 12/31/2012, increase steps by 1, up to the maximum step
 - d. Employee placement on the new single lane salary schedule is determined by locating the nearest salary higher than the salary after restoration of steps and step increase (as indicated above) for the 2017-18 year. If in the 2017-18 year the employee received either the doctoral stipend of \$1,200 or the Bachelors +60 hours stipend of \$500, this amount is added to the salary total before transitioning to the next highest step. Other stipends and hourly pay amounts are not added to the comparison.
- 13) The Licensed Employee Compensation Task Force (LECTF) as currently constituted continues its work. Nevertheless, the Board and JEA reserve the right to determine which of their respective members will serve on the task force before work resumes. The purpose is to improve the mentoring program.

Any recommendations by the LECTF is subject to modification by Joint Relations Committee (JRC) and must be ratified by the JEA membership and approved by the Jordan Board of Education. Teacher members of the LECTF shall receive a one-time \$500 salary supplement, travel reimbursement, and whenever necessary, release time to perform this duty. This stipend will be reevaluated in the first meeting of LECTF during the 2018-19 school year.

14) Policy Revisions

As per District Policy A6NEG Negotiations – Licensed, negotiations concerning NEG policies will move forward over the course of this Agreement through the Joint Relations Committee. Proposed policy changes will be ratified by JEA membership and approved by the Board of Education. JEA and Jordan School District Board of Education will continue to work in good faith to utilize the interest-based process established by the Joint Relations Committee.

All parties agree to the following policy changes as recommended and accepted by the Joint Relations Committee for the 2018-19 school year.

- **DP335NEG Personal Leave – Licensed**
Revised to allow employees to take a personal leave day before or after a school holiday when the employee's attendance is required elsewhere and scheduling is beyond the employee's control. Due to concerns regarding increasing the need for substitutes, this policy change will be revisited after a year of its implementation to evaluate its impact on substitutes and teaching.
- **A3NEG District Advisory Council – Licensed**
Revised to clarify that one assistant principal or principal from each school level (elementary, middle, and high) may be on the council.
- **DP370NEG Alternative Leave Day – Licensed**
Revised to remove the restriction that alternative leave days could not be used the day before or the day after a personal leave day is taken. Due to concerns regarding increasing the need for substitutes, this policy change will be revisited after a year of its implementation to evaluate its impact on substitutes and teaching.
- **A6NEG Negotiations – Licensed and Classified**
Revised policy title to "Licensed" and to separate licensed negotiations policy from the classified negotiations policy.
- **DP336NEG Leave of Absence (1 Year) – Licensed**
Revised to remove paper requests as an option and requires leave requests be submitted through Skyward Employee Access.
- **DP304NEG Teacher Transfers**
Revised to remove paper requests as an option and requires transfer requests be submitted through Skyward Employee Access. In compliance with Utah Code, employees with unsatisfactory performance may not be transferred to another school without the approval of the Board of Education.

- **DP315NEG Grievance Procedure – Licensed**
Revised to change working days to calendar days and to describe the selection of a mutually acceptable impartial hearing examiner.
- **DP324NEG Sick Leave – Licensed**
Revised to allow first year teachers to access the sick bank.

**JORDAN SCHOOL DISTRICT
BOARD OF EDUCATION**

By: 
Janice Voorhies, President

Dated: May 8, 2018

JORDAN EDUCATION ASSOCIATION

By: 
Vicki Olsen, President

Dated: May 8, 2018

Teacher Salary Schedule

(C Schedule) Traditional (185 Days – 8 Hours/Day)

August 15, 2018 – June 3, 2019

(E Schedule) Year Round (177 Days – 8 Hours 21 Minutes/Day)

July 18, 2018 – July 3, 2019

Salary Level	Base Pay	Educator Salary Adjustment*	Lane Z Annual Salary
1	\$38,600	\$4,200	\$42,800
2	\$39,475	\$4,200	\$43,675
3	\$40,350	\$4,200	\$44,550
4	\$41,225	\$4,200	\$45,425
5	\$42,100	\$4,200	\$46,300
6	\$42,975	\$4,200	\$47,175
7	\$43,850	\$4,200	\$48,050
8	\$44,725	\$4,200	\$48,925
9	\$45,600	\$4,200	\$49,800
10	\$46,475	\$4,200	\$50,675
11	\$47,350	\$4,200	\$51,550
12	\$48,225	\$4,200	\$52,425
13	\$49,100	\$4,200	\$53,300
14	\$49,975	\$4,200	\$54,175
15	\$50,850	\$4,200	\$55,050
16	\$51,725	\$4,200	\$55,925
17	\$52,600	\$4,200	\$56,800
18	\$53,475	\$4,200	\$57,675
19	\$54,350	\$4,200	\$58,550
20	\$55,225	\$4,200	\$59,425
21	\$56,100	\$4,200	\$60,300
22	\$56,975	\$4,200	\$61,175
23	\$57,850	\$4,200	\$62,050
24	\$58,725	\$4,200	\$62,925
25	\$59,600	\$4,200	\$63,800
26	\$60,475	\$4,200	\$64,675
27	\$61,350	\$4,200	\$65,550
28	\$62,225	\$4,200	\$66,425
29	\$63,100	\$4,200	\$67,300
30	\$63,975	\$4,200	\$68,175
31	\$64,850	\$4,200	\$69,050
32	\$65,725	\$4,200	\$69,925
33	\$66,600	\$4,200	\$70,800
34	\$67,475	\$4,200	\$71,675
35	\$68,350	\$4,200	\$72,550
36	\$69,225	\$4,200	\$73,425
37	\$70,100	\$4,200	\$74,300
38	\$70,975	\$4,200	\$75,175
39	\$71,850	\$4,200	\$76,050
40	\$72,725	\$4,200	\$76,925
41	\$73,600	\$4,200	\$77,800
42	\$74,475	\$4,200	\$78,675
43	\$75,350	\$4,200	\$79,550
44	\$76,225	\$4,200	\$80,425
45	\$77,100	\$4,200	\$81,300

New-Hire Placement (1st year educator)

Education Attainment	Level
Bachelor's Degree	1
Bachelor's Degree plus 20 Semester Credits	3
Bachelor's Degree plus 40 Semester Credits	5
Master's Degree	6
Master's Degree plus 30 Semester Credits	8
Doctorate Degree	10

New hires with teaching experience shall receive full credit for years of service up to the established maximums as outlined in DP 309 NEG

Continuing Education Advancement

Education Attainment	Level Increase	Total Levels
Bachelor's Degree plus 20 Sem. Credits	Add 2 Levels	2 Levels
Bachelor's Degree plus 40 Sem. Credits	Add 2 Levels	4 Levels
Master's Degree	Add 1 Level	5 Levels
Master's Degree plus 30 Sem. Credits	Add 2 Levels	7 Levels
Doctorate Degree	Add 2 Levels	9 Levels

Educational Attainment are hours earned beyond and after Bachelor's Degree and original Teaching license

Alternative Pathway License

License	Maximum Level Increase (After initial placement)
Alternative Route to Licensure (ARL)	4
Alternative Teaching Preparation (ATP)	4
Letter of Authorization (LOA)	3
Academic Pathway to Teaching (APT)	3

NOTES:

- 1) Educators with a current National Board Certification will receive an annual stipend of \$2,400 per year based on their FTE.
- 2) This salary schedule is adopted only for the current school year. Any reference to future step salary increases is advisory only and subject to further approval by the Board of Education based on availability of funds.
- 3) Per Utah Statute 53G-11-518, advancement on this schedule may be held back depending on the annual educator effectiveness rating.
- 4) The difference between steps is \$875.

* The Educator Salary Adjustment is included in all hourly, daily, and extra duty rates.

TENTATIVE

SUBJECT: PERSONAL LEAVE —LICENSED

I. Board Directive

It is the policy of the Board to allow each licensed employee personal leave time as indicated below.

II. Administrative Policy

The Personal Leave Policy shall be administered in accordance with the following administrative policy provisions:

Each eligible licensed employee of the District shall be given two (2) days per year personal leave at no cost to the employee. Employees hired after a contract year has started shall receive personal leave benefits on a prorated basis for the remainder of that year. Each employee may accumulate unused personal leave. An employee may not use more than five (5) accumulated personal leave days in any contract year. The following policy provisions must be followed:

- A. Except in unusual circumstances, prior notification must be given to the immediate supervisor at least one (1) day in advance.
- B. Personal leaves may 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. Family weddings of near relatives including children, father, mother, brothers, sisters, grandchildren, grandparents, or the same to one's spouse or any other person who is a member of the same household as the employee.
 - 3. Graduations of near relatives as defined in "2." above.
 - 4. Required court appearances,
 - 5. Deaths not covered by Bereavement Policy.
 - 6. Conferences and conventions which relate to the individual employee's work assignment and are not covered by the Professional Leave Policy.
 - 6-7. To attend to personal or business matters which require the employee's attendance and scheduling is beyond the employee's control.
- C. Personal leaves may be taken the day before or after a school holiday for other reasons under the following stipulations:
 - 1. Based upon a maximum of one personal day for each 100 employees, personal leave shall be granted the day before or after a school holiday without being required to pay the cost of a long-term substitute provided the request is filed with the Human Resources Department at least 35 calendar days but not more than 45 calendar days before the holiday.

SUBJECT: PERSONAL LEAVE —LICENSED

2. 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 the cost of a long-term substitute teacher. Written notification will be sent to all applicants.
 3. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.
 4. Employees who have not registered prior to the deadline will not be allowed to fill unused slots.
 5. 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 the cost of a long-term substitute.
- D. Personal leave shall not be taken during the first five days and last five days that students are in 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. Teachers may not take personal leave days during the four (4) days of contract time not involving students but may, through correlation with the principal, arrange to exchange one of these days for another non-contract day.
- F. Personal leave days may not be used during parent/teacher conferences.
- G. Personal leave days may not be used to pursue other employment.
- H. Personal leave days may not be used on make-up days as the result of employee job action.

TENTATIVE

SUBJECT: DISTRICT ADVISORY COUNCIL—LICENSED

I. Board Policy Directive

The Board authorizes the establishment of a Licensed Advisory Council for the purpose of communicating areas of concern by employee groups within the District.

II. Administration Administrative Policy

The Administration shall operate the District Advisory Council according to the following:

Guidelines

- A. The Council shall be composed of five (5) members designated annually by the employee agent, the Administrator of Human Resources, the Human Resources Licensed Administrator, and one ~~principal~~ administrative representative from each of the ~~high schools, middle schools and elementary schools level (high school, middle school, elementary school)~~. The chairperson will be determined annually by the Council.
- B. The Council shall meet at least once a month during the school year to discuss and study subjects mutually agreed upon relating to the school system.
- C. The Council is empowered to appoint ad hoc committees to study and report upon subjects agreed upon by the Council.
- D. The clerical expenses of the Council and its subcommittees shall be paid by the Board.
- E. Meetings of the Council shall be held at other than regular school hours. If circumstances should require that a meeting be held during school hours, committee members may be excused from their regular duties without loss of pay.
- F. All items of business or recommendations coming from this Council are advisory only.

SUBJECT: ALTERNATIVE LEAVE DAY—LICENSED

I. Board Directive

It is the directive of the Board to allow eligible licensed employees an alternative leave day each year and authorizes the Administration to implement a policy for an alternative leave day for licensed employees.

II. Administrative Policy

The alternative leave policy shall be administered according to the following administrative policy provisions:

- A. Each eligible licensed employee shall be allowed one (1) day of alternative leave per year.
- B. Employees taking alternative leave shall be required to pay the cost of a long-term substitute.
- C. Alternative leave is non-accumulative.
- D. Employees shall give at least one day's notice of the intent to take alternative leave.
- E. 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.
- ~~F. Alternative leave may not be used the day before or after a personal leave day is taken.~~
- G.F. Alternative leave may not be used to seek other employment.

SUBJECT: Negotiations – Licensed and Classified

I. Board Directive

The Board recognizes the importance of an orderly process to arrive at negotiated settlements with the recognized exclusive representatives and bargaining agents of employee groups (licensed and classified, excluding administrators). The Board, therefore, delegates to the Administration the responsibility of conducting good faith negotiations within the parameters set by the Board and reporting those negotiations to the Board.

II. Administrative Policy

The employee agent group is defined as the professional employee association with the largest membership based on full-time equivalent employees. The Administration will recommend to the Board a negotiating team to represent the Board in conducting negotiations with recognized employee groups according to approved administrative policy provisions.

- A. The licensed employees will be represented through the Joint Relations Committee, which will be comprised of the Board's negotiating team and the negotiating team for the licensed employee group. Team membership will be established no later than October 1 of each school year. The mission of the Joint Relations Committee is to enhance the professional employee association/District relationship by fostering open communication and a free exchange of ideas and to identify and resolve issues in a collaborative environment to allow us to provide a quality education for every child in Jordan School District.
- B. Regularly scheduled meetings (monthly) of the Joint Relations Committee (Licensed – Policy A3) and the District Advisory Council (Classified – Policy A3B) will be held to review and discuss policies, including compensation discussions, to begin no earlier than May 1 of each contract year. Dates can be changed by mutual agreement.
- C. Formal negotiations meeting dates will be determined no later than May 1 of each contract year.
- D. Beginning with the first formal negotiating session, procedural agreements concerning negotiations will be mutually established.
- E. Changes in compensation and negotiated policy will be considered and finalized through the negotiation process.
- F. The District shall comply with Utah Code 53A-3-425 and will require reimbursement to the school district of the cost of paid association leave activities to the extent required by the Code.
- G. After June 15, if agreement has not been reached in negotiations, the Board or the employee agent group or both parties may declare an impasse.
- H. Immediately after declaration of impasse by either party, the Board will invite the employee agent group to participate in mediation using the services of the Federal Mediation and Conciliation Service. The role of the mediator will be to facilitate communication. All costs associated with mediation will be shared equally by the Board and the employee agent group.

JORDAN SCHOOL DISTRICT

Statement of

P O L I C Y

Number - A6 NEG

Effective - 2/9/82

Revision - 6/10/14

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SUBJECT: Negotiations – Licensed and Classified

- I. If mediation is not completed or otherwise terminated within forty-five (45) days after the appointment of a mediator, further mediation may continue at the discretion of the Board.
- J. A negotiated agreement entered into by the Board will be posted on the District's website within ten (10) days of ratification of the agreement.

Revision history: 9/28/10

TENTATIVE

SUBJECT: LEAVE OF ABSENCE (1 YEAR)—LICENSED

I. Board Directive

The Board recognizes that there are times when employees could benefit from a year's leave of absence. This leave could be used for any purpose which is substantially different from the employee's current job assignment or duties but may not be used to enable an employee to take similar employment with another district, company, organization, etc., within the State of Utah. A leave of absence of up to one (1) year may be granted upon recommendation of the employee's supervisor and approval by the Human Resources Department.

II. Administrative Policy

The following administrative policy provisions shall be followed in implementing Board directive:

- A. Requests for a leave of absence must be submitted on the Request for Leave of Absence form to the immediate supervisor at least thirty (30) days prior to the date of the anticipated leave. All designated information must be provided. The leave cannot extend beyond one (1) contract year.
- B. Employees will not receive salary or fringe benefits while on leave of absence. Health and accident insurance may be purchased through the district under the COBRA option. The cost will be 102 percent of the established premium rate.
- C. The immediate supervisor will recommend approval of the request and submit in writing both his/her recommendation and the employee's request to the Human Resources Department for District approval.
- D. The employee will be notified in writing of approval of the leave and ~~at the end of the leave will be placed in the first available opening for which he/she is qualified and certificated. will be invited to the Teacher Transfer Fair to seek an available position for which he/she is qualified and licensed.~~
- E. If the employee is unable to secure a teaching position through the Teacher Transfer Fair or during the transfer window, he/she will be placed in the first available position for which he/she is qualified and licensed.
- ~~FE.~~ This leave shall not apply to provisional employees in their first and second years of employment, except in cases of illness or injury.
- ~~GF.~~ This leave will not be granted in successive years.
- ~~HG.~~ On a case by case basis, as determined by the Administrator of Human Resources, an employee may apply to substitute.
- ~~IH.~~ This leave does not provide experience credit for salary placement or change from provisional status.

 SUBJECT: TEACHER TRANSFERS

I. Board Policy Directive

The Board recognizes that all employees should be placed in the school and department that will best fit the educational needs of the students in the District. Consideration will be given to the employee's placement preference. When circumstances make it necessary to transfer employees involuntarily or reduce staff, orderly procedures are to be implemented.

II. Administration Administrative Policy

It is the policy of the Administration to assign personnel to the positions that best meet the needs of the District. Transfers shall be used to maintain a proper balance of experience and specialized competence among the schools of the District.

Guidelines**A. Voluntary Transfers**

1. The Human Resources Department will identify and advertise known vacancies beginning ~~April~~ March 1 of each school year, including those positions which were filled after Jan. 1 of the current school year (except nurses). Transfer requests will be accepted during the transfer window and or until 10 working days prior to the last day of New Teacher Induction.
2. All vacancies for the coming school year occurring between ~~April~~ March 1 and June 1, shall be advertised for five working days. Teachers will make transfer requests according to the following guidelines:
 - a. ~~Beginning with the week of April 1, a list of a~~ All known job vacancies, together with required endorsements and skill requirements, will be ~~compiled and published on the Jordan School District Web site at www.jordandistrict.org~~ posted online.
 - b. ~~A request for transfer form, available at the school or the Human Resources website: <http://hr.jordandistrict.org/> signed by the principal, should be submitted to Human Resources no later than the published closing date. After a teacher has submitted one transfer form, requests for transfer to additional openings can be accomplished by calling Human Resources no later than the published closing date. Information from the first transfer request will be forwarded to other schools upon the request of the teacher.~~
 - b. Teachers interested in transferring must submit a separate transfer request through Skyward Employee Access for any posted position. During the transfer window, principals will be notified weekly of transfer requests for posted positions.
 - c. 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. Principals will interview at least two (2) qualified transfer candidates if available through June 1. Candidates who are interviewed but not offered a position will be notified in writing as soon as reasonably possible. When the position has been filled, ~~all candidates making application will be notified by the local schools in a timely manner~~ the posting will be removed.
 - d. Beginning the week of ~~March~~ February 1 until the teacher transfer fair, teachers interested in transferring in conjunction with the teacher transfer fair may submit a transfer request through

SUBJECT: TEACHER TRANSFERS

Skyward Employee Access.

B. Involuntary Transfers—Administrative

1. A principal or immediate supervisor may request the transfer of an employee when in his/her judgment it will benefit the employee, the school, or the District. Transfer requests stating specific reasons for the transfer shall be made to the ~~Area-area~~ Administrator of Schools. The ~~Area-area~~ Administrator of Schools shall review the request and recommend approval or denial to the Administrator of Human Resources. Upon final approval of the Administrator of Human Resources, a copy of the request shall be given to the employee no later than April 1.
2. An employee whose performance is unsatisfactory may not be transferred to another school unless the local school board specifically approves the transfer of the employee. §53A-8a-506
 - a. Unsatisfactory performance is defined as minimally effective or not effective on the employee's most recent evaluation.
3. Involuntarily transferred teachers will be allowed to interview through the voluntary transfer process from ~~April 1 through June 1~~. If teachers are not successful in gaining a voluntary transfer by June 1, the District will place the employee in a position for which he/she is qualified.
4. After the employee has been placed, the employee may continue to interview for other positions through the voluntary transfer process (Refer to Section II A of this policy).
5. Transfers during the school year shall be avoided.

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

I. Board Directive

The Board recognizes the need for a District grievance process and delegates to the Administration the authority to implement a policy regarding grievance procedures for licensed personnel.

II. Administration Policy

It is the policy of the Administration to address grievances alleged by licensed employees with the following administrative policy provisions:

A. Definitions

1. Grievance - A complaint which:
 - a. Sets forth an allegation that there has been a violation of District policy, state law, or federal law.
 - b. Specifically identifies the policy or statute alleged to have been violated.
 - c. Provides a detailed statement of the alleged violation.
2. Grievant - Any licensed employee or group of licensed employees aggrieved by a decision or condition falling under District policy, or state or federal law.
3. Grievance Officer - The District employee or employees designated to review complaints regarding alleged violation of District policy, state law, and/or federal law and charged with the responsibility of investigating, or overseeing the investigation of, complaints.
- 3.4. District – The Human Resource Administrator or his/her designee.

B. Procedure

1. Step I:

Any licensed employee alleging a grievance is encouraged to resolve the problem, if possible, through an informal discussion with the immediate supervisor as provided for in Miscellaneous provisions C.1. of this policy. If this is not satisfactory, the grievant may file at Step II.
2. Step II:

A grievance must be filed within twentythree (3020) calendar working days of the date the grievant knew or should have known of the circumstances which precipitated the grievance.

Any licensed employee submitting a grievance at Step II shall present a completed Licensed Employee Grievance form to his/her immediate supervisor. Grievance forms are available in the District's Human Resources Department or online at the District's Human Resources website. A copy of the grievance form shall be immediately forwarded by the supervisor to the ~~District~~ grievance officer, the appropriate District-level Administrator, and the Administrator of Human Resources. The ~~District~~ grievance officer shall then submit the issue in question to the employee agent group in writing. The employee agent group has the option of reviewing the issue and making a written response to the ~~District~~ grievance officer.

 - a. The supervisor shall respond to the grievance, in writing, within ~~five-eight (85)~~ working calendar days following receipt of the grievance. A copy of the response will be forwarded to

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

the District-grievance officer, the appropriate District-level Administrator, and the Administrator of Human Resources or his/her designee, grievant, or representative.

- b. If the response (decision) does not resolve the grievance, the grievant may file the grievance at Step III.

3. Step III:

The Investigatory Committee may be activated at this step only. (See Miscellaneous Item Provisions C. 98.)

- a. The grievant shall prepare and file the Licensed Employee Grievance Form with the District grievance officer at Step III.
- b. The Investigatory Committee or the grievance officer shall investigate the complaint with the parties concerned in the grievance within ~~fifteen-twenty (1520)~~ working-calendar days of the grievance having been filed at Step III.
- c. The grievance officer shall issue a written report setting forth his/her findings and recommendations for the resolution of the grievance within ~~five-eight (85)~~ working-calendar days after the conclusion of the investigation.
- d. The grievance shall be considered resolved if the grievant and the District accept the recommendations of the District-grievance officer, or if the grievant fails to file the grievance at Step IV within the time limits set forth herein.
- e. If no written report has been issued within the time limits set forth in "c" above, or if the grievant or District shall reject the recommendations of the grievance officer, the grievant shall be authorized to file the grievance at Step IV.

4. Step IV:

- a. If the grievant rejects the recommendations of the District grievance officer, the Investigatory Committee, or the grievance officer fails to issue a written report in the time specified, the grievant shall have ~~fourteen (1410)~~ working-calendar days to request that an impartial hearing examiner be selected to hear the grievance.
- a-b. Within fourteen ten (1410) working-calendar days of receipt of the request, the grievance officer and the grievant or his/her designated representative shall meet together to agree upon a mutually acceptable impartial hearing examiner. Procedures for the selection of the impartial hearing examiner are in Section C. 9. Miscellaneous provisions. (See Miscellaneous Provisions C.10-13)
- b-c. The impartial hearing examiner shall submit written recommendations to the Superintendent or his/her designee and the grievant or his/her designated representative within ~~14ten (1410)~~ calendar working days after the hearing.
- e-d. The Superintendent or his/her designee shall, within ~~eight five (85)~~ working-calendar days, submit in writing to the grievant the District's decision to reject or accept the impartial hearing examiner's recommendation.

5. Step V:

- a. If the grievant rejects the recommendations of the Superintendent or his/her designee, or if the Superintendent or his/her designee fails to issue a report within the time limits set forth above,

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the grievant shall be authorized to file the grievance at Step V within ~~fourteen ten~~ (1410) ~~working-calendar~~ days of the date the recommendation of the Superintendent or his/her designee was issued or should have been issued.

- b. The grievance at Step V shall be filed with the Board in the following manner:
 - 1) The grievant shall file the grievance by delivering it to the Board within the time limits set forth herein.
 - 2) Within ~~ten~~fourteen (1410) ~~working-calendar~~ days of receipt of the grievance or another timeline agreed to in writing by both parties, the Board shall establish a hearing date to hear the testimony of all interested parties. The Board shall have the authority to call witnesses for the hearing. Such hearing will be held within ~~30~~twenty (20) ~~working calendar~~ days of filing of the grievance at Step V or another timeline agreed to in writing by both parties.
 - 3) Within ~~forty-five thirty~~ (45 30) ~~calendar working~~ days or other timeline agreed to in writing by both parties of the filing of the grievance at Step V, the Board shall issue its determination of the grievance. The findings of the Board shall be final and binding.

C. Miscellaneous provisions

- ~~1. A grievance must be filed within twenty (20) working days of the date the grievant knew or should have known of the circumstances which precipitated the grievance.~~
- ~~2.1.~~ A grievance shall furnish sufficient background concerning the alleged violation which identifies date(s), time(s), person(s), and actions that led to the allegation.
- ~~3.2.~~ No person shall suffer recrimination or discrimination because of participation in this grievance procedure.
- ~~4.3.~~ Hearings should be scheduled during a mutually convenient time.
- ~~5.4.~~ Employees shall be free to testify regarding any grievance filed hereunder.
- ~~6.5.~~ Confidentiality will be observed pending resolution of the grievance or final decision by the Board.
- ~~7.6.~~ Nothing contained herein shall be construed so as to limit in any way the ability of the District and the grievant to resolve any grievance, mutually and informally.
- ~~8.7.~~ The grievant shall be entitled to representation of his/her choice in all stages of these proceedings.
- ~~9.8.~~ If needed, the Investigatory Committee shall be selected as follows: The District shall designate one member of its choice and the employee agent shall designate one member of its choice, and these two appointees shall recommend a third committee member subject to the approval by the employee agent and the District. This committee shall conduct investigations of grievances filed by persons asking to be represented by the employee agent and shall report the results of its findings and its recommendations, in writing, to the District grievance officer who shall be responsible to make final determination of all grievances filed at Step III. Step III grievances shall be investigated and a response made, regardless of whether or not the grievant asks for representation.
- ~~10.9.~~ When required, members of the Investigatory Committee shall be excused from their regular assignments to perform investigations.
- ~~11.10.~~ Impartial hearing examiners shall be persons who will conduct hearings independent of pressure or influence from the District administration, District staff, the licensed employee who is the participant

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in the grievance, or any association or organization acting on behalf of or representing the employee. No impartial hearing examiner may be a direct supervisor or subordinate of either the employee or a person recommending the employee's termination for cause.

~~12.11.~~ Impartial hearing examiners may either be District hearing examiners or individuals not employed with the District.

~~13.12.~~ The employee agent and the District may agree to use a mutually agreed upon outside arbitration entity the American Arbitration Association (AAA) for Level IV hearings. This includes following the rules and procedures as outlined by that entity. ~~the AAA.~~

~~14.13.~~ The cost of services of the hearing examiner shall be equally shared by the District and the educator or the organization representing the educator.

~~15.14.~~ In the event that the grievance remains unresolved at the termination of this grievance procedure, the grievant is free to pursue such litigation or statutory remedy as the law may provide.

~~16.15.~~ Employees should exhaust all District grievance procedures before seeking other legal remedies.

Revision history: 9/8/09

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I. Board Directive

It is the policy of the Board to authorize paid sick leave benefits for licensed personnel who work 20 hours per week or more and to comply with requirements of Public Law 103-3, Family and Medical Leave Act. The Board delegates to the Administration responsibility for establishing guidelines for sick leave and family leave benefits. Sick leave runs concurrent with Family Medical Leave Act (FMLA) and Workers Compensation. Refer to Policy DP322 NEG- Family Medical Leave Act.

II. Administrative Policy

Definitions

Immediate family is defined as husband, wife, daughter, son, father, mother, brother, sister, or other person residing in the employee's home on a permanent basis. Special circumstances may be appealed to the Sick Leave Review Committee for consideration of immediate family status.

Continuous service includes an approval leave of absence, sabbatical leave, sick bank, military and/or FMLA leave. A resignation or retirement constitutes a "break in service." Employees returning to Jordan School District following a break in service will receive a new continuous service date reflecting the date of their return. District seniority will be based on the new continuous service date. Prior employment experience with Jordan School District may be taken into consideration for purposes of placement on the salary schedule.

The sick leave policy shall be administered according to the following administrative policy provisions:

A. Sick Leave Allowances

1. Until June 30, 2007, licensed employees with a continuous service date prior to July 1, 1977, shall be allowed unlimited sick leave not to exceed 180 days per contract year for 9-month employees, 220 days for 11-month employees, and 240 days for 12-month employees.
2. Licensed employees with a continuous service date on or after July 1, 1977, shall be allowed sick leave in accordance with the following schedule:

Year 1 (not eligible for sick bank)—	10 days per year*
Years 2 through 5	10 days per year*
Years 6 through 10	11 days per year*
Years 11 through 15	12 days per year*
Years 16 and beyond	13 days per year*

Maximum accumulations:

176 and 184-day contracts (9 month)	180 days
220 to 233-day contracts (11 month)	220 days
245-day contracts (12 month)	240 days

* Note: An employee may use up to three days of his/her own accumulated sick leave to attend to the health care needs of immediate family members. This schedule does not change the way unused sick leave benefits are calculated at the time of retirement.

3. Employee Eligibility

- a. In order to be eligible to participate in the sick bank an employee must voluntarily donate one day annually of accumulated sick leave to the sick bank. Employees wishing to opt out of participation in the sick bank must annually complete the appropriate form no later than September 1 of each school year. Employees who have been offered a temporary transitional duty assignment due to a work-related injury, who refuse the temporary transitional duty assignment, will not be eligible for Sick Bank.

~~b. First year employees are not eligible to participate in the sick bank.~~

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4. Calculating sick leave allowances
 - a. 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 or 5 days of the 10-day annual sick leave allowance.)
 - b. When calculating sick leave allowances in subsequent years, 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.
5. Sick leave benefits during approved absences
 - a. Interruptions of work for sabbatical leave, educational leave, or other authorized leaves shall not be considered a break in continuous service. Should an employee be granted a leave for any reason, he/she will keep his/her number of cumulative sick leave days to be used upon return, but shall not be considered for sick leave during the time of leave.
 - b. Employees returning from authorized leaves shall receive sick leave benefits according to the policy in force at the time the leave began except when the policy is changed as a result of negotiations.
6. 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.

 - a. Use of sick leave for critical family illness must be authorized by the Sick Leave Bank Review Committee. The employee must submit his/her request in writing by applying online via Employee Access.
 - b. Employees may not apply for critical family illness benefits until two (2) personal leave days and all family leave benefits are used. Employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) accumulated personal leave days in any contract year as set forth in DP335 Personal Leave—Licensed.
 - c. In cases of extended critical illness, employees may apply for additional days beyond the twelve (12) day allowance.
 - (1) If circumstances warrant it, the Sick Leave Bank Review Committee may authorize additional days equal to the number of unused family days available at the beginning of the critical illness (A maximum of 3).
 - (2) Employees who have exhausted two personal leave days, and family leave benefits, but who must continue to deal with a critical family care (as defined in item 5 above) may apply to the Sick Leave Bank Review Committee for additional days. One additional day may be granted for each year of service in the District up to a maximum of fifteen (15) days. If additional days are granted, only the cost of a long-term substitute shall be deducted from the educator's pay.
 - (3) For those employees hired prior to July 1, 1977, the Sick Leave Bank Review Committee may allow the use of sick leave days for a critical family care (as defined in item 5 above). One additional day may be granted for each year of service in the District up to a maximum of 12 days. If additional days are granted, only the cost of a long-term substitute will be deducted from the educator's pay. This will remain in effect until June 30, 2007.

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7. Use of sick leave for adoption
 - a. An employee who adopts a child must apply for critical family care days by submitting his/her request in writing to the Sick Leave Bank Review Committee by applying online via employee access. Employees may use up to a maximum of twenty (20) days critical family leave at the time of actual custody of the child.
 - b. Employees may not apply for critical family care benefits until two personal leave days and family leave benefits are used. Employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) accumulated personal leave days in any contract year as set forth in DP335- Personal Leave—Licensed.
 - c. Any additional leave must fall under the policy provisions of DP322—Family Medical Leave Act.
 - d. Part-time employees (half-time or more) may be granted up to a total of twelve (12) weeks leave (paid and non-paid, including any off track time to continue to care for an adopted infant.
 - (1) During the leave period, the District shall continue to pay its portion of the employee's group health insurance premium. An employee on leave must continue to pay his/her portion of the health insurance premium in order to keep coverage in effect.
 - (2) An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the leave. An employee will not lose any seniority or employment benefits that accrued before the date the leave began.
 - (3) If an employee fails to return to work after the leave has ended, the District may recover the health insurance premium paid by the District on the employee's behalf.
- B. Employee-Funded Sick Leave Bank
 1. Establishment of the sick leave bank
 - a. Each year, all participating employees (~~years 2 and beyond~~) in the accumulated sick leave program will donate one (1) sick leave day, unless the employee has opted out, to be placed in the sick bank.
 2. Use of the sick leave bank
 - a. The sick 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.
 - b. Medically documented intermittent leave for long-term illness may be approved.
 - c. Days from the sick leave bank shall be granted to eligible employees only after all accrued sick leave, family leave, and personal leave days have been used.
 - d. Employees will be required to sign a release of medical information when making application to the sick leave bank. Sick leave bank members must sign a confidentiality agreement to protect employees' medical information and confidentiality.
 - e. A combination of continuous years of service and accumulated sick leave days shall be used to determine the number of sick bank days which an employee qualifies to receive and any pay loss to be sustained. (Years of service shall be computed in accordance with established guidelines for salary step movement.)
 - f. Employees are not eligible to participate in the sick bank until 12 months after the date of employment.
 - g. Employees who have been offered a temporary transitional duty assignment due to a work related injury, who refuse the temporary transitional duty assignment, will not be eligible for Sick Bank.
- C. Sick Bank Allowances
 1. First and Second Year Employees
 - a. First and Second year employees shall be allowed up to 10 sick bank days at full pay according to the following schedule:

Days of Accumulated	Number of Days that	Sick Bank
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<u>Sick Leave at Beginning of Long-Term Absence</u>	<u>Long-Term Substitute Costs Will Be Deducted</u>	<u>Days Allowed At Full Pay</u>
13 plus	0	10
12	1	9
11	2	8
10	3	7
9	4	6
8	5	5
7	6	4
6	7	3
5	8	2
4	9	1
3 or fewer	10	0

- b. After all sick bank days allowed according to the schedule listed under item a. are used, second year employees may be granted up to 10 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
- c. In cases of catastrophic illness or injury, the Sick Bank Committee may grant second year employees up to 20 additional days of sick bank after all sick bank days provided under items a. and b. are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.

2. Third Year Employees

- a. Third year employees shall be allowed up to 40 sick bank days at full pay according to the following schedule:

<u>Days of Accumulated Sick Leave at Beginning of Long-Term Absence</u>	<u>Number of Days that Long-Term Substitute Costs Will Be Deducted</u>	<u>Sick Bank Days Allowed At Full Pay</u>
15 plus	0	40
14	1	39
13	2	38
12	3	37
11	4	36
10	5	35
9	6	34
8	7	33
7	8	32
6	9	31
5	10	30
4	11	29
3	12	28
2	13	27
1	14	26
0	15	25

- b. After all sick bank days allowed according to the schedule listed under item a. are used, third year employees may be granted up to 40 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
- c. In cases of catastrophic illness or injury, the Sick Bank Committee may grant third year employees sufficient sick bank days to cover their transition to long-term disability after all of the sick bank days provided under items a. and b. are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.

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3. Employees with four or more years of service shall be allowed up to 120 days from the sick bank at full pay less the cost of the substitute for each day the employee falls below 15 days of accumulated sick leave at the beginning of the long-term absence. (A maximum of 15 days' long-term substitute costs will be deducted.)
 4. Sick bank limitations
 - a. Prior to granting sick bank days, an employee shall agree in writing to repay compensation at his/her daily rate of pay for sick bank days used or granted if he/she terminates employment with the district for other than medical reasons before completion of the current and succeeding contract year.
 - b. 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.
 - c. A second opinion may be required with any costs not covered by insurance borne by the District.
 - d. When an employee requests sick 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 bank days are granted. Use of sick bank days shall be limited to 120 days within a 48-month period. The employee will also be required to meet all other qualifying criteria.
 - e. Under catastrophic conditions, employees may appeal to the sick bank committee for a waiver of pay loss provisions. The committee shall review the employee's attendance record and other related factors and either grant or deny the waiver based on the findings. No appeal beyond the sick bank committee is provided.
- D. Sick Leave Review Board
1. A Sick Leave Review Board shall be organized to review issues related to sick 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.
- E. 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 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, the following actions shall be taken:
 - a. The sick leave benefits which were paid inappropriately shall be reclaimed from the employee.
 - b. The employee shall be suspended for five (5) days without pay during the next pay period.
 - c. A reprimand shall be entered in the employee's personnel file.
 4. A second proven abuse of sick leave may result in immediate termination.

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F. Payment for Sick Leave

1. In order to receive full pay for work missed due to illness or injury, employees shall complete an absence form which is approved by the immediate supervisor and submitted to the Payroll Department for processing.
2. Employees may be required to verify the nature and duration of an illness or injury with a doctor's certificate.

G. Notification of Absence

1. Employees are required to notify their immediate supervisor as soon as they know that they will be absent from work.
2. If a substitute must be hired, the employee shall see that the Human Resources Department is notified no later than 6:30 a.m. on the day of the absence.

Revision history: 6/10/08, 8/11/09