

**JORDAN SCHOOL DISTRICT
&
Jordan Education Association**

Licensed Negotiated Agreement

2016-17

Negotiations Team

Susan Pulsipher	President, Board of Education
Janice Voorhies	Vice President, Board of Education
Melissa Brown	Riverton High
Tiffany Hardinger	Blackridge Elementary
Vicki Olsen	Riverton High
Heather Reich	Majestic Elementary
Laura Arnold	UniServ Director

Jordan School District Board of Education

Susan Pulsipher	President, Precinct 3
Janice L. Voorhies	Vice President, Precinct 6
Kayleen Whitelock	Secretary, Precinct 4
Jen Atwood	Member, Precinct 7
J. Lynn Crane	Member, Precinct 1
Richard S. Osborn	Member, Precinct 5
Matthew Young	Member, Precinct 2

**Licensed Negotiated Agreement
Financial & NEG Policies
2016-17**

**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 agreements for licensed employees:

1. Steps and Lanes will be provided to teachers for the 2016-17 school year. (Attachment #1 – Teacher Salary Schedule “C”)
2. A Cost of Living (COLA) increase in the amount of 0.70% will be added to all Steps on the teacher salary schedule and an extra 0.30% will be added for Step 15. (Attachment #1 – Teacher Salary Schedule “C”)
3. The equivalent of fifteen (15) hours pay, or 1.0% will be included in the 2016-17 Teacher Salary Schedule for grade transmittal/track change days back to full eight (8) hour days. These days are reserved as teacher work days. No local school or District required meetings.
4. Extra contract days were approved for beginning “new” teachers to prepare for the beginning of the 2016-17 school year in their classrooms. Principals may use up to one half of a day in required meetings with these teachers. Teachers will be paid at their regular rate. See “Note” on 2016-17 Teacher Salary Schedule.

Step 1 Teachers	3.5 extra days
Step 2 Teachers	2 extra days
Step 3 Teachers	1 extra day

5. Additional Supply Monies will be made available no later than the first contract day for teachers on Steps 1-3 according to the following schedule:

Step 1 Teachers	\$400
Step 2 Teachers	\$350
Step 3 Teachers	\$250

6. Employees will cover fifty (50) percent of any anticipated insurance premium increase and the District will cover fifty (50) percent of any future anticipated insurance premium increase; however, there is no insurance premium increase for the 2016-17 contract year. (Attachment #2)
7. A Licensed Employee Compensation Task Force (LECTF) be formed to create and recommend an alternate compensation structure which includes but is not limited to:
 - Compensate teachers for their years of service and level of education
 - Encourage teachers to stay in the classroom
 - Retain quality educators
 - Reward teachers for increasing their knowledge and professional skills
 - Recognize teachers' role in increasing and meeting student achievement goals
 - Enhance mentoring opportunities for all teachers
 - Value teachers' collegial participation in and productive contributions to successful Professional Learning Communities

The Task Force will include:

- 5 Teacher members – chosen by JEA
- 5 Administrative members – chosen by the School Board

Duties of the LECTF are as follows:

- Determine its protocols and procedures
- Report their findings monthly to the School Board and the Joint Relations Committee
- Publish meeting minutes monthly on the District Website and the JEA website
- Prepare a report summarizing their findings and present to Jordan School Board and JEA Negotiations team no later than February 2017

Creation of task force and subsequent recommendations by the LECTF must be ratified by the JEA membership. This recommendation is subject to modification by and requires approval of the Jordan Board of Education

Teacher members of the LECTF shall receive a \$2500 salary supplement, travel reimbursement, and whenever necessary, release time to perform this duty.

The Jordan School Board has presented the idea of moving towards a different licensed employee compensation method. The current salary schedule pays teachers solely on the basis of years of teaching and level of education attained. It has a virtue of simplicity and fairness but does not offer incentives or recognition for stellar teaching. While JEA supports improving teacher compensation, they believe it is vital to research current compensation methods being used across the country and analyze their effectiveness before changing the current pay structure. Furthermore, in order for a

change in salary structure to be successful, teachers need to participate in the creation of any new program. (Attachment #3)

8. As per District Policy A6NEG Negotiations – Licensed and Classified, 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. (Attachment #4)

All parties agree to the following policy changes as recommended and accepted by the Joint Relations Committee during the 2016-17 school year.


- **Reduction in Licensed Staff – DP327 NEG**
To review and update procedures outlined in policy, including the use of technology and on-line application and transfer request procedures.
- **Grievance Procedure – Licensed – DP315 NEG**
To review and update procedures outlined in policy, including the current practices and procedures.
- **Orderly Termination Procedures – DP316 NEG**
To review and update procedures outlined in policy, including updates in the Public Education Human Resource Management Act (PEHRMA) outlined in Utah Code §53A-8a-501-506.
- **Personal Leave – DP335 NEG**
To change the lottery formula from 1-day for every 150 employees to 1-day for every 100 employees, which will grant more employee holiday leave requests per holiday.

JORDAN SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
Susan Pulsipher, President

Dated: May 24, 2016

JORDAN EDUCATION ASSOCIATION

By: 
Jennifer Boehme, President

Dated: May 24, 2016

TEACHER'S SALARY SCHEDULE

August 17, 2016 - June 5, 2017
 184 DAYS - Full Time
 8 Hours Per Day

HOURS REPRESENTED ON THE LANES ARE HOURS EARNED BEYOND AND AFTER BACHELOR'S DEGREE AND ORIGINAL TEACHING LICENSE

Step	A - Bachelor's			B - Bachelor's + 30 Qtr or 20 Sem			C - Bachelor's + 45 Qtr or 30 Sem		
	Base Pay	Educator Salary Adjustment*	Total Compensation	Base Pay	Educator Salary Adjustment*	Total Compensation	Base Pay	Educator Salary Adjustment*	Total Compensation
1	\$30,139	\$4,200	\$34,339	\$30,808	\$4,200	\$35,008	\$31,199	\$4,200	\$35,399
2	\$31,544	\$4,200	\$35,744	\$32,226	\$4,200	\$36,426	\$32,640	\$4,200	\$36,840
3	\$33,022	\$4,200	\$37,222	\$33,713	\$4,200	\$37,913	\$34,143	\$4,200	\$38,343
4	\$34,561	\$4,200	\$38,761	\$35,267	\$4,200	\$39,467	\$35,718	\$4,200	\$39,918
5	\$36,182	\$4,200	\$40,382	\$36,922	\$4,200	\$41,122	\$37,412	\$4,200	\$41,612
6	\$37,955	\$4,200	\$42,155	\$38,701	\$4,200	\$42,901	\$39,220	\$4,200	\$43,420
7	\$39,816	\$4,200	\$44,016	\$40,568	\$4,200	\$44,768	\$41,114	\$4,200	\$45,314
8	\$42,334	\$4,200	\$46,534	\$42,525	\$4,200	\$46,725	\$43,090	\$4,200	\$47,290
9	\$42,555	\$4,200	\$46,755	\$45,176	\$4,200	\$49,376	\$45,777	\$4,200	\$49,977
10	\$42,555	\$4,200	\$46,755	\$45,409	\$4,200	\$49,609	\$47,964	\$4,200	\$52,164
11	\$42,555	\$4,200	\$46,755	\$45,409	\$4,200	\$49,609	\$48,211	\$4,200	\$52,411
12	\$42,555	\$4,200	\$46,755	\$45,409	\$4,200	\$49,609	\$48,211	\$4,200	\$52,411
13	\$42,555	\$4,200	\$46,755	\$45,409	\$4,200	\$49,609	\$48,211	\$4,200	\$52,411
14	\$42,555	\$4,200	\$46,755	\$45,409	\$4,200	\$49,609	\$48,211	\$4,200	\$52,411
15	\$44,697	\$4,200	\$48,897	\$47,674	\$4,200	\$51,874	\$50,596	\$4,200	\$54,796

Step	D - Bachelor's + 60 Qtr or 40 Sem			E - Master's			G - Master's + 45 Qtr or 30 Sem		
	Base Pay	Educator Salary Adjustment*	Total Compensation	Base Pay	Educator Salary Adjustment*	Total Compensation	Base Pay	Educator Salary Adjustment*	Total Compensation
1	\$31,734	\$4,200	\$35,934	\$33,340	\$4,200	\$37,540	\$34,841	\$4,200	\$39,041
2	\$33,162	\$4,200	\$37,362	\$34,802	\$4,200	\$39,002	\$36,379	\$4,200	\$40,579
3	\$34,660	\$4,200	\$38,860	\$36,331	\$4,200	\$40,531	\$38,057	\$4,200	\$42,257
4	\$36,227	\$4,200	\$40,427	\$38,011	\$4,200	\$42,211	\$39,810	\$4,200	\$44,010
5	\$37,941	\$4,200	\$42,141	\$39,765	\$4,200	\$43,965	\$41,636	\$4,200	\$45,836
6	\$39,736	\$4,200	\$43,936	\$41,593	\$4,200	\$45,793	\$43,545	\$4,200	\$47,745
7	\$41,609	\$4,200	\$45,809	\$43,496	\$4,200	\$47,696	\$45,543	\$4,200	\$49,743
8	\$43,573	\$4,200	\$47,773	\$45,494	\$4,200	\$49,694	\$47,626	\$4,200	\$51,826
9	\$46,232	\$4,200	\$50,432	\$47,764	\$4,200	\$51,964	\$49,801	\$4,200	\$54,001
10	\$48,441	\$4,200	\$52,641	\$49,744	\$4,200	\$53,944	\$52,066	\$4,200	\$56,266
11	\$50,686	\$4,200	\$54,886	\$52,007	\$4,200	\$56,207	\$54,435	\$4,200	\$58,635
12	\$50,947	\$4,200	\$55,147	\$55,115	\$4,200	\$59,315	\$57,680	\$4,200	\$61,880
13	\$50,947	\$4,200	\$55,147	\$55,400	\$4,200	\$59,600	\$57,979	\$4,200	\$62,179
14	\$50,947	\$4,200	\$55,147	\$55,400	\$4,200	\$59,600	\$57,979	\$4,200	\$62,179
15	\$53,448	\$4,200	\$57,648	\$58,085	\$4,200	\$62,285	\$60,780	\$4,200	\$64,980

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

Notes:

- 1) This salary schedule is adopted only for the current school year. Any reference to future lane or step salary increases is advisory only and subject to further approval by the Board of Education based on availability of funds.
- 2) Teachers on steps 1, 2 and 3 also receive extra days at the beginning of the school year (3.5, 2, and 1, respectively) to prepare for the school year, paid at their regular rate. Principals may use one half of a day in required meetings with these teachers.

**Negotiations
Contract Year 2016-2017**

Proposal

Insurance:

JEA and Jordan School District accepts the Jordan District Insurance Committee recommendation of **no insurance premium** increase for the 2016-17 contract year.

JEA and Jordan District continue to agree that employees will cover fifty (50) percent of the any anticipated premium increase and the District will cover fifty (50) percent of any future anticipated premium increase.

Tentative Agreement
Between
Jordan School District
& Jordan Education Association

Date: *5/11/2016*

For Jordan School District:

Susan K Pulsipher

For Jordan Education Association:

Melina Brown

Negotiations Contract Year 2016-2017

Proposal

The JEA Negotiations Team and the Jordan School Board propose that a Licensed Employee Compensation Task Force (LECTF) be formed to create and recommend an alternate compensation structure which includes but is not limited to:

1. *Compensate* teachers for their years of service and level of education.
2. *Encourage* teachers to stay in the classroom.
3. *Retain* quality educators.
4. *Reward* teachers for increasing their knowledge and professional skills.
5. *Recognize* teachers' role in increasing and meeting student achievement goals.
6. *Enhance* mentoring opportunities for all teachers.
7. *Value* teachers' collegial participation in and productive contributions to successful Professional Learning Communities.

Task Force Composition:

5 Teacher members – chosen by JEA

5 Administrative members – chosen by the School Board

Duties of the LECTF are as follows:

1. Determine its protocols and procedures.
2. Report their findings monthly to the School Board and the Joint Relations Committee.
3. Publish meeting minutes monthly on the District Website and the JEA website.
4. Prepare a report summarizing their findings and present to Jordan School Board and JEA Negotiations team no later than February 2017.

Creation of task force and subsequent recommendations by the LECTF must be ratified by the JEA membership. This recommendation is subject to modification by and requires approval of the Jordan Board of Education.

Teacher members of the LECTF shall receive a \$2500 salary supplement, travel reimbursement, and whenever necessary, release time to perform this duty.

Rationale

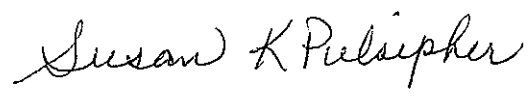
The Jordan School Board has presented the idea of moving towards a different licensed employee compensation method. The current salary schedule pays teachers solely on the basis of years of teaching and level of education attained. It has a virtue of simplicity and fairness but does not offer incentives or recognition for stellar teaching. While JEA supports improving teacher compensation, we believe it is vital to research current compensation methods being used across the country and analyze their effectiveness before changing the current pay structure. Furthermore, in order for a

change in salary structure to be successful, teachers need to participate in the creation of any new program.

Tentative Agreement
Between
Jordan School District
& Jordan Education Association

Date: 5/11/2016

For Jordan School District:



For Jordan Education Association:



**Negotiations
Contract Year 2016-2017**

Proposal

JEA and Jordan School District agree that as per District Policy A6NEG *Negotiations-Licensed and Classified*, 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.

Tentative Agreement
Between
Jordan School District
& Jordan Education Association

Date: *5/11/2016*

For Jordan School District:

Susan K Pulsipher

For Jordan Education Association:

Melissa Brown



**Memorandum of Understanding
Joint Relations Committee
Jordan School District and Jordan Education Association**

This memorandum of understanding (MOU) is created as a joint agreement between the Jordan School District and the Jordan Education Association through the meetings of the Joint Relation Committee established for the purpose of:

Enhancing 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.

All parties agree to the following MOU conditions:

- Any items which may have a financial impact may only have final approval through the negotiations process established in District Policy A6 NEG.
- The association bringing forward this agreement must ratify this MOU agreement with their members/membership during the negotiations process (if needed).
- Any changes to the NEG policies in this MOU agreement must be brought back to the Joint Committee for consideration prior to approval. NEG policies must be ratified during the Negotiations process.

Agreement reached for:

DP327NEG Reduction in Licensed Staff

Implementation for the MOU will be:

- Immediate, provided approval and ratification occurs during the Negotiations Process.
- Pending APPROVAL in the Negotiations Process and ratification by the Association membership.
- Recommending immediate implementation, not needed Negotiations approval nor ratification of membership.

<u>Melanie Brown</u> JEA Negotiations Chair	<u>2-4-2016</u> Date
<u>Janet Behme</u> JEA President	<u>2-3-2016</u> Date
<u>[Signature]</u> Administrator for Joint Committee	<u>2.9.2016</u> Date

Business Administrator Review	<u>[Signature]</u> Signature	<u>2/9/2016</u> Date
Superintendent of Schools Review	<u>[Signature]</u> Signature	<u>2/9/16</u> Date

Board Approval Yes No 2.23.16
Date

SUBJECT: REDUCTION IN LICENSED STAFF

I. Board Policy

The Board recognizes that licensed staff should be placed in the school that will best fit the educational needs of the students in the District. When circumstances make it necessary to reduce staff, orderly procedures are to be implemented in accordance with Utah Code §53A-8-107 ~~§53A-8a-506~~.

This policy is intended to be consistent with the ~~Utah Orderly School Termination Act §53A-8-101~~ Public Education Human Resources Management Act §53A-8a-101 et seq.

II. ~~Administration~~ Administrative Policy

~~Guidelines~~

A. Reduction in Staff (RIS)

1. In the event of declining enrollment, the discontinuance or substantial reduction of a particular service or program, the shortage of anticipated revenue, school consolidation, or other unforeseen circumstances, it may become necessary to initiate a RIS. If a RIS is necessary, seniority will not be used in determinations; however, decisions may be within the discretion of the school / program to consider the following:
 - Program and staffing needs of the school / District.
 - Employee performance evaluation (appropriate for the job classification).
2. For licensed employees who are to be affected by a RIS, the school / program administrator will submit RIS recommendations to the Administrator of Schools and the Administrator of Human Resources for approval.
3. Under normal circumstances, licensed employees who are to be affected by a RIS and potentially subject to a RIF Reduction in Force (RIF), shall receive at least thirty (30) days notice from the Human Resource Department. This RIS/RIF notice to licensed employees will serve as the thirty (30) days notice should the employee not be able to secure a position with the District.
4. Teachers affected by a RIS will be eligible to participate in transfers as per policy DP304 NEG – Teacher Transfers.
5. Teachers affected by a RIS may apply online ~~will automatically be included on candidate lists~~ for available positions for which they are qualified ~~on~~ in addition to any transfer request entered into Skyward. However, there is no guarantee of continued employment. After June 1, if the teacher has not been hired for an available position, the employee will be subject to a RIF.

B. Reduction in Force (RIF)

1. In the event of declining enrollment, the discontinuance or substantial reduction of a particular service or program, the shortage of anticipated revenue, school consolidation, or other unforeseen circumstances, it may become necessary to initiate a RIF. If a RIF is necessary, seniority will not be used in determinations; however, decisions may be within the discretion of the district to consider the following:
 - Program and staffing needs of the school / District.
 - Employee performance evaluation (appropriate for the job classification).

SUBJECT: REDUCTION IN LICENSED STAFF

2. Under normal circumstances, licensed employees who are to be affected by a RIF, shall receive at least thirty (30) days notice.

C. Rehire

1. If a licensed employee is terminated through a RIF, the employee will be given first consideration for available positions for which they apply online and are qualified within one (1) year of the date of the RIF. However, there is no guarantee of continued employment.
2. If a licensed employee is terminated through a RIF and rehired during the same contract year, the employee's salary step and lane placement shall remain unchanged. If the terminated employee is rehired during a subsequent year, salary placement will move up one step on the same lane, provided a salary increase was authorized by the Board of Education and included on the current salary schedule. If the employee applies and qualifies for a lane change between the times of the RIF and rehiring during a subsequent year, salary placement will be on the higher lane provided a salary increase was authorized by the Board and included on the current salary schedule.
3. A licensed employee who is rehired following termination through the RIF process, shall have accrued sick leave and other leave benefits reinstated at the level existing at the time of the RIF, provided the benefit was authorized by the Board for the current academic year.

**Memorandum of Understanding
Joint Relations Committee
Jordan School District and Jordan Education Association**

This memorandum of understanding (MOU) is created as a joint agreement between the Jordan School District and the Jordan Education Association through the meetings of the Joint Relation Committee established for the purpose of:

Enhancing 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.

All parties agree to the following MOU conditions:

- Any items which may have a financial impact may only have final approval through the negotiations process established in District Policy A6 NEG.
- The association bringing forward this agreement must ratify this MOU agreement with their members/membership during the negotiations process (if needed).
- Any changes to the NEG policies in this MOU agreement must be brought back to the Joint Committee for consideration prior to approval. NEG policies must be ratified during the Negotiations process.

Agreement reached for:

DP 315 NEG Grievance Procedure--Licensed

Implementation for the MOU will be:

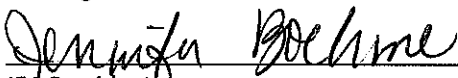
- Immediate, provided approval and ratification occurs during the Negotiations Process.
 Pending APPROVAL in the Negotiations Process and ratification by the Association membership.
 Recommending immediate implementation, not needed Negotiations approval nor ratification of membership.



 JEA Negotiations Chair

2-25-2016

 Date



 JEA President

2-25-2016

 Date



 Administrator for Joint Committee

2-25-16

 Date

Business Administrator Review 

 Signature

2/26/2016

 Date

Superintendent of Schools Review 

 Signature

2/26/16

 Date

Board Approval Yes No

4.26.16

 Date

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 for regarding grievance procedures for licensed personnel.

II. Administration Policy

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

DEFINITIONS

- A. Grievance - A complaint which:
 - 1. Sets forth ~~the~~ an allegation that there has been a violation of ~~any~~ District policy, ~~or~~ state law, or federal law.
 - 2. Specifically identifies the policy or statute alleged to have been violated.
 - 3. Provides a detailed statement of the alleged violation.
- B. Grievant - Any student, employee, teacher or parent licensed employee or group of licensed employees aggrieved by a decision or condition falling under District policy, or state or federal law.
- C. Grievance Officer - The District employee or employees designated to coordinate compliance efforts review complaints regarding concerning alleged violation of District policy, and state law, and/or and federal law and charged with the responsibility of investigating, or overseeing the investigation of, complaints.

PROCEDURE

- A. Step I:
 - 1. 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 A of this policy. If this is not satisfactory, the grievant ~~shall~~ may file at Step II.
- B. Step II:
 - 1. Any licensed employee ~~alleging~~ submitting a grievance at Step II shall present a completed Licensed Employee Grievance form to his/her immediate supervisor. A copy of the grievance ~~form will~~ shall be immediately forwarded by the supervisor to the District ~~compliance~~ grievance officer, the appropriate District-level Administrator, and the Administrator of Human Resources. The District grievance officer ~~who~~ 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 (5) working days following receipt of the grievance. A copy of the response will be forwarded to the District grievance officer, the appropriate District-level Administrator, and the Administrator of Human Resources or his/her designee, grievant, or representative.

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

- b. If the response (decision) does not resolve the ~~problem~~grievance, the grievant shall be ~~free to~~may file the grievance at Step III.
- C. Step III:
- 1. The Investigatory Committee may be activated at this step only. (See Miscellaneous Item I.)
 - a. The grievant shall prepare and file the Licensed Employee Grievance Form grievance with the District grievance officer at Step III.
 - b. The ~~Investigatory~~Investigatory Committee or the grievance officer shall investigate the complaint with the parties concerned in the grievance within fifteen (15) working 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 (5) working 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 ~~free~~authorized to file the grievance at Step IV.

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

D. Step IV:

1. 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 ten (10) working days to request that an impartial hearing examiner be selected to hear the grievance. (Procedures for the selection of the impartial hearing examiner are in the miscellaneous provisions.)
2. The impartial hearing examiner shall submit written recommendations to the Superintendent or his/her designee and the grievant or his/her designated representative within ten (10) working days after the hearing.
3. The Superintendent or his/her designee shall, within five (5) working days, submit in writing to the grievant the District's decision to reject or accept the impartial hearing examiner's recommendation.

E. Step V:

1. 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, the grievant shall be ~~free~~ authorized to file the grievance at Step V within ten (10) working days of the date the recommendation of the Superintendent or his/her designee was issued or should have been issued.
2. The grievance at Step V shall be filed with the Board in the following manner:
 - a. The grievant shall file the grievance by delivering it to the Board within the time limits set forth herein.
 - b. Within ten (10) working days of receipt of the grievance or another timeline agreed to 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 twenty (20) working days of ~~the filing of the grievance at Step V~~ or another timeline agreed to in writing by both parties.
 - c. Within thirty (30) 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.

MISCELLANEOUS PROVISIONS

- A. 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.
- B. 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.
- C. No person shall suffer recrimination or discrimination because of participation in this grievance procedure.
- D. Hearings should be scheduled during a mutually convenient time.
- E. Employees shall be free to testify regarding any grievance filed hereunder.
- F. Confidentiality will be observed pending resolution of the grievance or final decision by the Board.
- G. 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.
- H. The grievant shall be entitled to representation of his/her choice in all stages of these proceedings.

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

- I. 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~~ All grievances shall be investigated and a response made, regardless of whether or not the grievant asks for representation.
~~All committee appointments shall be made prior to the beginning of each school year. When required, all members of the Investigative Investigatory Committee shall be excused from their regular assignments to perform investigations.~~
- J. Impartial hHearing 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 in the grievance hearing, 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.
- K. Impartial hHearing examiners may either be District hearing examiners or individuals not employed with the District.
- L. The employee agent and the District agree to use the American Arbitration Association (AAA) for Level IV hearings. This includes following the rules and procedures as outlined by the AAA.
- M. The cost of services of the hearing examiner shall be equally shared by the District and the educator or the organization representing the educator.
- N. 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.
- O. Employees should exhaust all District grievance procedures before seeking other legal remedies.

**Memorandum of Understanding
Joint Relations Committee
Jordan School District and Jordan Education Association**

This memorandum of understanding (MOU) is created as a joint agreement between the Jordan School District and the Jordan Education Association through the meetings of the Joint Relation Committee established for the purpose of:

Enhancing 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.

All parties agree to the following MOU conditions:

- Any items which may have a financial impact may only have final approval through the negotiations process established in District Policy A6 NEG.
- The association bringing forward this agreement must ratify this MOU agreement with their members/membership during the negotiations process (if needed).
- Any changes to the NEG policies in this MOU agreement must be brought back to the Joint Committee for consideration prior to approval. NEG policies must be ratified during the Negotiations process.

Agreement reached for: **DP316 NEG**

Implementation for the MOU will be:


- Immediate, provided approval and ratification occurs during the Negotiations Process.
 Pending APPROVAL in the Negotiations Process and ratification by the Association membership.
 Recommending immediate implementation, not needed Negotiations approval nor ratification of membership.



 JEA Negotiations Chair

4/7/2016

 Date



 JEA President

4-13-2016

 Date



 Administrator for Joint Committee

4.18.16

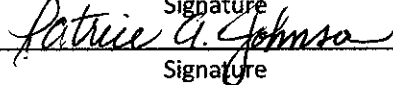
 Date

Business Administrator Review 

 Signature

4/18/2016

 Date

Superintendent of Schools Review 

 Signature

4/18/16

 Date

Board Approval Yes No

4.26.16

 Date

SUBJECT: ORDERLY TERMINATION PROCEDURES—Licensed

I. Board Policy Directive

The Board recognizes the need to provide orderly procedures for termination of Jordan School District educators, and delegates to the District Administration responsibility for establishing such procedures in accordance with the ~~Utah Orderly School Termination Procedures~~ Public Education Human Resource Management Act (PEHRMA) outlined in Utah Code ~~§53A-8-101 to 107~~ §53A-8a-501-506.

II. Definitions

~~For purposes of this policy, the term “educator” refers to an employee who holds a certificate issued by the State Board of Education with the exception of the Superintendent of Schools and those licensed employees who are required to hold an administrative credential in order to function in the position for which they are employed.~~

~~**A. Career Educator:** A career educator is a licensed employee, other than the District superintendent, who holds a position requiring a valid certificate issued by the State board of Education and is not a provisional employee as defined in District policy DP313-Provisional and Probationary Licensed Personnel. Career educators have expectations of continued employment and can only be terminated for cause, declining enrollment, or reduction in funding.~~

~~**B. Provisional Educator:** An educator employed by the District who has not achieved status as a career educator and has no expectation of continued employment or issuance of a contract for a subsequent contract term as defined in District policy DP313-Provisional and Probationary Licensed Personnel.~~

~~**C. Probationary Educator:** Any educator employed by the District who has been advised by the District that his/her performance is inadequate and has been placed on probation.~~

~~“Temporary Employee” means an individual who is employed by the District on a temporary basis. Temporary employees include but are not necessarily limited to the following: substitute teachers, employees hired under contracts for one (1) year only or for less than one (1) year; employees whose positions are funded by grants and/or yearly allocated state or federal monies; and employees whose positions are authorized for no more than twelve (12) months~~

~~**Educator:** All licensed personnel as defined above.~~

III. Administration-Administrative Policy

A. DEFINITIONS

~~For purposes of this policy, the term “educator” refers to an employee who holds a certificate issued by the State Board of Education with the exception of the Superintendent of Schools and those licensed employees who are required to hold an administrative credential in order to function in the position for which they are employed.~~

- ~~1. Career Educator: A career educator is a licensed employee, other than the District superintendent, who holds a position requiring a valid certificate issued by the State board of Education and is not a provisional employee as defined in District policy DP313-Provisional and Probationary Licensed Personnel. Career educators have expectations of continued employment and can only be terminated for cause, declining enrollment, or reduction in funding.~~
- ~~2. Provisional Educator: An educator employed by the District who has not achieved status as a career educator and has no expectation of continued employment or issuance of a contract for a subsequent contract term as defined in District policy DP313-Provisional and Probationary Licensed Personnel.~~
- ~~3. Probationary Educator: Any educator employed by the District who has been advised by the District that his/her performance is inadequate and has been placed on probation.~~
- ~~4. “Temporary Employee” means an individual who is employed by the District on a temporary basis. Temporary employees include but are not necessarily limited to the following: substitute teachers, employees hired under contracts for one (1) year only or for less than one (1) year; employees whose~~

SUBJECT: ORDERLY TERMINATION PROCEDURES—Licensed

- positions are funded by grants and/or yearly allocated state or federal monies; and employees whose positions are authorized for no more than twelve (12) months; and employees hired on or after January 1.
- 4-5. Educator: All licensed personnel as defined above.
 - 6. Unsatisfactory Performance: A total score on the JPAS Feedback Report in the “Not Effective or Minimally Effective” range.

Procedures for nonrenewal of a contract of a provisional and a career educator and termination of an educator’s contract during the contract term shall be administered according to the following guidelines administrative policy provisions:

Guidelines

AB. CAUSES FOR DISCIPLINARY ACTION OR CONTRACT NONRENEWAL

- 1. The District may determine not to renew the contract of an educator for any of the following reasons:
 - a. ~~Immorality~~
 - b.a. Insubordination, which includes an act of serious insubordination, repeated acts of insubordination, or a pattern of insubordinate behavior. Insubordination is any event under the employee’s control that disregards or fails to comply with a directive given by one having authority to give such directives. Directives shall be specific and understandable.
 - e.b. Unsatisfactory Performance. If the School District intends to terminate a contract for cause for reasons of unsatisfactory performance as determined in PEHRMA, then the unsatisfactory performance must be documented in at least two formal or informal evaluations conducted at any time within the preceding three (3) years in accordance with the District policies DP311 Evaluation for Licensed Personnel.
 - d.c. Mental or physical incapacity.
 - e.d. Inability to perform essential job functions despite all reasonable (including, but not limited to ADA requests) accommodations.
 - f.e. Conviction, plea of guilty, no contest or other plea resulting in probation or suspended sentence for any felony or misdemeanor involving moral turpitude or crimes against children. With respect to a plea in abeyance, the Jordan Board of Education in their sole discretion, may determine to disregard the plea in abeyance as a cause for termination.
 - g.f. ~~Any behavior that compromises (1) the educator as a role model of civic and societal responsibilities, (2) the maintenance of a safe learning environment and educational standards, (3) professional educator conduct, and (4) ethics as defined by R277-515-3-6. Conduct which may be harmful to students or the District. (See Administrative Rule R277-575-3 Educator Ethics.)~~
 - g. ~~Conduct which may be harmful to students or the District.~~
 - h.g. Improper or unlawful physical contact with students. (See Administrative Rule R277-575-3 Educator Ethics.)
 - i.h. Repeated violation of District policy. (See Administrative Rule R277-575-3 Educator Ethics.)
 - j.i. Unprofessional conduct not characteristic of or befitting a Jordan School District educator. (See Administrative Rule R277-575-3 Educator Ethics.)
 - k.j. Unsatisfactory compliance with terms of probation or remediation (see District policy DP313-Provisional and Probationary Licensed Personnel)
 - h.k. Any reason that the District in its sole discretion deems reasonable and appropriate provided it is in accordance with the Utah Orderly School Termination Procedures Act Public Education Human Resource Management Act (PEHRMA-§53A-8a-501-506). Performance, attitude,

SUBJECT: ORDERLY TERMINATION PROCEDURES—Licensed

underdeveloped or insufficient skills, lack of knowledge or aptitude, or other employment attribute which is substantially below the performance reasonably expected from other educators having similar responsibilities and duties.

- ~~n-l.~~ Misuse of contract time. (See Administrative Rule R277-575-3 Educator Ethics)
- ~~o-m.~~ Misuse of computers or school equipment. (See Administrative Rule R277-575-3 Educator Ethics)
- ~~p-n.~~ Misuse of school or district funds. (See Administrative Rule R277-575-3 Educator Ethics)
- ~~q-o.~~ Failure to obtain licensing in a timely manner.
- ~~r-p.~~ Failure to obtain credential or appropriate certification.
- ~~s.~~ _____

- 2. The District may determine not to issue a contract to any educator whose status is "Provisional," as defined under (G) below and policy DP313—Provisional or Probationary Licensed Personnel.

BC. DISCIPLINARY ACTIONS

The District may elect to proceed with disciplinary action to warn the employee that his/her conduct places the employee in danger of termination during the contract term. The District may elect to exclude any or all of the following steps and proceed directly with termination for cause. No disciplinary action shall thereafter prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the disciplinary action.

- 1. Oral Reprimand: Oral reprimand may be issued by the immediate supervisor.
- ~~2.~~ Written Warning: Written warning is any memo of concern.
- ~~23.~~ Written Reprimand: Written reprimand is issued by the immediate supervisor or District Administration which warns the employee that adverse employment action, which may include contract termination, may be taken.
 - a. This warning is active for a two-year period and may remain in either the school file or in the employee's District personnel file.
 - b. The warning does not prejudice the right of the District to proceed with termination for cause should the misconduct continue.
- ~~34.~~ Probation: The District may elect, but is not required to place the employee on probation for misconduct which could be grounds of termination during the contract year.
 - a. The District is solely responsible for determining the length and terms of probation except under the provisions of policy DP311—Evaluation of Licensed Employees.
 - b. Probation shall not prejudice the right of the District to proceed with termination for cause on the same facts which gave rise to the probation.
- ~~45.~~ Suspension: The District may, at its discretion, place the employee on suspension.
 - a. The District shall be solely responsible for determining whether the suspension is to be with or without pay and for determining the duration of the suspension.
 - b. Suspension may, among other reasons, be invoked by the District when further investigation is deemed necessary or desirable in order to make an informed decision concerning the employment of an employee or for the purpose of awaiting the outcome of criminal charges pending against an employee.
 - c. Suspension of a teacher shall not in any way prejudice the right of the District to proceed with other action, including termination for cause, at a later date.

SUBJECT: ORDERLY TERMINATION PROCEDURES—Licensed

d. Furthermore, the fact that pending criminal charges against a teacher may be resolved in favor of the teacher shall not preclude the District from initiating termination for cause proceedings or other disciplinary action against the teacher based all or in part upon the same facts which gave rise to the criminal charges.

56. Any employee subject to disciplinary action shall be given the opportunity to be represented in any meeting or conference to which they are invited or required to attend with respect to the disciplinary action.

ED. CAUSES FOR CONTRACT TERMINATION

1. The District may terminate the employment of any educator during the term of the educator's contract for any of the reasons listed above under items a. through p.
2. The District may terminate the employment of any educator during the term of the educator's contract for any act, failure to act, or conduct which constitutes a breach of the educator's employment contract.
3. For career educators that exhibit both unsatisfactory performance AND conduct (items B1a. through r. above) the District may:
 - a. Attempt to remediate the conduct of the career employee; or
 - b. Terminate the career employee for cause if the conduct merits dismissal consistent with items B1a. through p. above and is not required to develop and implement a plan for improvement. (PEHRMA §53A-8a-501-506).

DE. PROCEDURES WHEN RENEWAL OF THE CONTRACT OF A CAREER EDUCATOR IS IN QUESTION

1. When continued employment of a career educator is in question, the career educator shall be informed in writing at least three (3) months before the end of the contract term.
 - a. The reasons why continued employment is in question shall be specified.
 - b. The career educator shall be provided an opportunity to correct the deficiencies which are causing continued employment to be in question. Assistance may be granted the educator to correct the deficiencies including informal conferences, Plan for Improvement and services of school personnel.

EF. PROCEDURES WHEN THE CONTRACT OF A CAREER EDUCATOR WILL NOT BE RENEWED

1. When the contract of a career educator will not be renewed, the career educator shall be notified in writing at least ~~forty (40) working~~ 30 days before the end of the contract term prior to the proposed date of termination.
2. The notice shall state the date of termination and set forth the reasons for contract nonrenewal.
3. The notice shall include a date for an informal conference with the administration, a date for a hearing before an independent hearing officer, and a date for a hearing before the Board of Education.
 - a. The hearings shall be scheduled at intervals of ten (10) working days.
 - b. A recommendation shall be required from the hearing officer within ten (10) working days of the date of the hearing or other timeline agreed to in writing by both parties.
4. The career employee shall be notified of the right to have the conference and hearings scheduled. If the educator elects not to attend, the dates will be cancelled.
5. The career educator shall be informed of the right to be represented at the hearing(s) by a representative of his/her choice.

SUBJECT: ORDERLY TERMINATION PROCEDURES—Licensed

6. The notice shall be delivered to the career educator personally or sent by certified mail to the educator's most recent address as shown on the District personnel records.
7. The employee must give notice of appeal in writing to the Administrator of Human Resources within ten (10) working days after receiving the termination notice. Failure to request such an appeal in writing shall constitute a waiver of the right to appeal the recommendation of the District to terminate the employee's contract.

FG. PROCEDURES WHEN PROVISIONAL CONTRACT WILL NOT BE ISSUED

1. Provisional educators, as defined under District policy DP313-Provisional and Probationary Licensed Personnel, are not entitled to employment beyond the end of the term of the present contract, and may not reasonably expect continued employment in succeeding years.
 - a. The District is not required to provide a cause for not offering a contract to a provisional employee. When the District determines not to issue a contract of employment to a currently employed provisional educator, the educator shall be notified in writing at least ~~forty (40) working 60 days prior to the end of the traditional school year~~ before the end of the provisional employee's contract term. (PEHRMA §53A-8a-502)
 - b. When the District decides to terminate the employment of a provisional educator during the contract term, the employee is entitled to a fair hearing (see item ~~G1.d.H~~).

GH. PROCEDURES FOR TERMINATION DURING CONTRACT TERM

1. NOTICE
 - a. When an educator is to be terminated during a contract term, the District shall notify the educator in writing of the intent to terminate.
 - b. The notice shall be delivered to the individual personally or sent by certified mail to the individual's last-known address, as shown on the personnel records of the District, at least ~~thirty (30)~~ 30 days prior to the proposed date of termination.
 - c. The notice shall state the date of termination and set forth the reasons for termination.
 - d. The notice shall advise the individual that he or she has a right to a fair hearing. The hearing process outlined below is waived if a hearing is not requested by the employee in writing to the Administrator of Human Resources within fifteen (15) working days after the notice of termination was either personally delivered or mailed to the individual's most recent address as shown on the District's personnel records. The hearing process includes the right to an informal conference with the administration, the right to a hearing before an independent hearing officer, and the right to a hearing before the Board of Education.
 - (1) The hearings shall be scheduled at intervals of ten (10) working days whenever possible; or other timeline agreed to by both parties in writing.
 - (2) A recommendation shall be required from the hearing examiner within ten (10) working days of the date of the hearing.
 - e. The notice shall also inform the educator of the right to be represented at the hearing(s) by a representative of his/her choice.
2. SUSPENSION PENDING A HEARING
 - a. Suspension pending a hearing may be without pay if an authorized representative of the District determines, after providing the employee with an opportunity for an informal conference to discuss the allegations, that it is more likely than not that the allegations against the employee are true and will result in termination.

SUBJECT: ORDERLY TERMINATION PROCEDURES—Licensed

- b. If termination is not subsequently ordered, the employee shall receive back pay from the period of suspension without pay.
- 3. CONTINUED EDUCATOR SERVICE
 - a. After notice of termination, the educator, at the option of the Superintendent, may remain on the job, be reassigned to another licensed position, or be subject to other reasonable personnel actions.
 - b. If the superintendent finds that continued employment may be harmful to students or the District, the educator shall be suspended with pay pending termination. No more than thirty (30) days of salary shall be provided to employees who are on suspension.
 - 1. The District shall notify the educator of the suspension in writing.
 - 2. The District notice shall include findings of fact as to why harm may result to students or the District if active service is allowed to continue.
- 4. HEARING CANCELLED OR NOT REQUESTED
 - a. If a hearing is cancelled or not requested by the educator, the written notice of intention to terminate employment will serve as written notice of final termination by the Board.
 - b. the cause(s) of termination are those contained in the notice of intention to terminate employment.
- 5. APPOINTMENT OF HEARING OFFICER.
 - a. Hearing officers 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 in the hearing, or any association or organization acting on behalf of or representing the employee. No hearing officer may be a direct supervisor or subordinate of either the employee or a person recommending the employee's termination for cause.
 - b. District Hearing Officers. Hearing officers may either be District hearing officers or an individual not employed with the District.
 - (1) District hearing officers include not fewer than five (5) employees of the District selected annually by the Administrator of Human Resources. The employee who is the subject of the appeal may select any one individual from the pool of hearing officers to hear the appeal of the employee.
 - (2) Non-Employee Hearing Officers. If a non-school employed hearing officer is utilized at the request of the employee, the costs associated with the hearing officer shall be shared equally by the District and the individual employee. The district may require the posting of a bond or letter of credit or the deposit of sufficient cash by the employee to assure payment by the employee or the employee's association or representative of the foregoing expenses.
 - (3) The employee agent and the District agree to use the American Arbitration Association (AAA). This includes following the rules and procedures as outlined by the AAA.
- 6. CONDUCT OF THE HEARING
 - a. The educator may be represented by counsel and may call witnesses, hear accusing testimony, cross examine witnesses, and examine documentary evidence.
 - b. The District shall make available District employees if needed as witnesses for either party.
 - c. Parties shall exchange documentary evidence at least two (2) working days before the scheduled hearing or other timeline agreed to by both parties in writing.
 - d. The hearing shall be conducted informally, and the rules of evidence used in courts of law need not be strictly observed.

SUBJECT: ORDERLY TERMINATION PROCEDURES—Licensed

- e. The hearing proceedings shall be recorded and preserved in a manner to assure completeness and accuracy; i.e., electronic tape recording. Stenographic recording shall not be required.

7. HEARING OFFICER'S DECISION

- a. After hearing all of the evidence, the hearing officer may render an oral decision immediately following the conclusion of the proceeding. The hearing officer shall, within ten (10) working days of the hearing, render a written decision supported by findings of fact.
- b. The decision may recommend to the Board that the proposed action be taken or that the proposed action not be taken or that other action less severe than the proposed action be taken.
- c. The decision of the hearing officer, together with the findings of fact, shall be sent by certified mail to the educator's last known address. A copy shall be mailed to the employee's representative, if any.

8. REQUEST FOR BOARD REVIEW

- a. The educator shall have the right to request a Board review of the decision of the hearing officer.
- b. A written request for a Board review must be received by the President of the Board of Education within ten (10) working days of the date the hearing officer's decision is postmarked.
- c. The Board review shall be upon the record made in the hearing before the hearing officer, except that the Board may, at its discretion, hear additional testimony or argument.

9. BOARD REVIEW NOT REQUESTED OR DECISION FAVORS EDUCATOR

- a. If a request for review is not received, or if the decision of the hearing officer is in favor of the educator, the Board shall determine whether or not to adopt the decision of the hearing officer.
- b. If the Board adopts the decision of the hearing officer, the findings of fact prepared by the hearing officer, if any, shall be deemed the findings of fact made by the Board. The District shall notify the educator of the Board's decision by certified mail.
- c. If the Board determines not to adopt the decision of the hearing officer, the Board shall review the matter based upon the record made in the hearing before the hearing officer, except that the Board, at its discretion, may hear additional testimony or argument.
 - (1) The administration will notify the educator if the Board determines to hear additional testimony or argument.

10. BOARD DECISION

- a. Within five (5) working days of receiving the hearing officer's decision, the Board shall render a decision that the originally proposed action be taken, that the originally proposed action not be taken, or that other action less severe than the originally proposed action be taken.
- b. The Board shall issue findings of fact that support the decision or may adopt the findings of fact prepared by the hearing officer. The educator shall be notified of the decision of the Board and the findings of fact by certified mail addressed to the educator's last known address. A copy shall be sent to the educator's representative, if any.

11. FINALITY

- a. The decision of the Board in all cases is final.
A rehearing shall not be allowed.

12. APPEAL

- a. Upon the timely filing of an appeal of the decision of the Board in an appropriate court of law, the Board shall cause to be prepared, certified, and transmitted to the court, the decision of the

SUBJECT: ORDERLY TERMINATION PROCEDURES—Licensed

Board, the findings of fact of the Board, and the record of the hearing before the hearing officer or Board or both.

13. RESTORATION OF RECORDS AND BENEFITS

- a. If the final decision is made in favor of the educator, the charge(s) shall be expunged from the educator's record except when substantive problems exist but the recommendation to terminate was dismissed or modified because of procedural errors.
- b. If the final decision is made in favor of the educator, the educator shall be reimbursed for salary and benefits lost during suspension, if any.



**Memorandum of Understanding
Joint Relations Committee
Jordan School District and Jordan Education Association**

This memorandum of understanding (MOU) is created as a joint agreement between the Jordan School District and the Jordan Education Association through the meetings of the Joint Relation Committee established for the purpose of:

Enhancing 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.

All parties agree to the following MOU conditions:

- Any items which may have a financial impact may only have final approval through the negotiations process established in District Policy A6 NEG.
- The association bringing forward this agreement must ratify this MOU agreement with their members/membership during the negotiations process (if needed).
- Any changes to the NEG policies in this MOU agreement must be brought back to the Joint Committee for consideration prior to approval. NEG policies must be ratified during the Negotiations process.

Agreement reached for:

DP 335 NEG—Personal Leave

Implementation for the MOU will be:

- Immediate, provided approval and ratification occurs during the Negotiations Process.
 Pending APPROVAL in the Negotiations Process and ratification by the Association membership.
 Recommending immediate implementation, not needed Negotiations approval nor ratification of membership

Melissa Bran

JEA Negotiations Chair

5-12-2016

Date

Jennifer Behme

JEA President

5-12-2016

Date

Junele Master

Administrator for Joint Committee

5-12-16

Date

Business Administrator Review

[Signature]

Signature

5/12/2016

Date

Superintendent of Schools Review

Patricia A. Johnson

Signature

5/13/16

Date

Board Approval

Yes

No

5.24.16

Date

SUBJECT: PERSONAL LEAVE—LICENSED

I. Board Policy 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 ~~guidelines~~ administrative policy provisions:

Guidelines

Each eligible licensed employee of the ~~district~~ 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 ~~guidelines~~ 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.
- 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 ~~150-100~~ 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.
 - 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.

SUBJECT: PERSONAL LEAVE —LICENSED

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.