

**JORDAN SCHOOL DISTRICT  
&  
Jordan Education Association  
  
Licensed Negotiated Agreement  
  
2019-20**

**Negotiations Team**

Jen Atwood	Member, 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**

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

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**Licensed Negotiated Agreement  
Final & NEG Policies  
2019-20**

**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 2019-20 school year.
- 2) Continuing Education Advancement (previously “lanes”) will be given for qualifying licensed employees for the 2019-20 school year.
- 3) Pending the outcome of a Truth-in-Taxation Hearing, all salary levels on the traditional licensed salary schedule will be increased by \$5,200 (base salary of \$48,000). If the full tax increase is not approved following the Truth-in-Taxation Hearing, the salary increase would be no less than \$2,200 (base salary of \$45,000). The Jordan Education Association fully supports the Board of Education’s efforts in its Truth-in-Taxation Hearing.
- 4) Two additional days will be added to the contract period for teacher planning and preparation. One day will be at the beginning of the year and will be included in the calendar every year. The second day, which will be added for one year pending a review, is a flexible day which can be taken any day the school is open and students are not in the building. The flexible day may be taken as two half days if the employee so desires. The effectiveness of the second planning and preparation day and whether it accomplishes its desired purpose is subject to reevaluation next year.
- 5) 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 2019-20 contract year.
- 6) Kauri Sue Hamilton and River’s Edge teachers will be included in the outside safety parking lot duty that elementary schools receive.
- 7) 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 a 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 2019-20 school year.

a. A6NEG – Negotiations-Licensed

Revised to indicate the results of the negotiations will be released in separate but simultaneous meetings by the Board of Education and Jordan Education Association.

b. DP330NEG – Bereavement Leave-Licensed

(Revised to):

- Allow exceptions to the use of bereavement after fourteen days since date of passing with verification and Cabinet approval; and
- Indicate that bereavement leave should be entered into Skyward’s Employee Access and if a substitute is needed into the Absence Management system; and
- Indicate that when an employee is utilizing bereavement leave they should indicate the relationship to the deceased, the date of death, and location of services.

c. AA422NEG – School Advisory Council

Revised to change “non-academic subject areas” to “elective subject areas” and change “academic subject areas” to “required subject areas”.

d. DP327NEG – Reduction in Licensed Staff

(Revised to):

- Include the use of a rubric as outlined in the attached reduction in staff rubric criteria;
- Add “all teachers, including those on a plan of assistance or probation, may be affected by a RIS”;
- Clarify the understanding of “first consideration” for RIF employees to mean they will be “contacted and given the opportunity to interview” for available positions for which they apply online and are qualified within one (1) year of the date of the RIF.

JORDAN SCHOOL DISTRICT  
BOARD OF EDUCATION

By:   
Bryce Dunford, President

Dated: 6/11/19

JORDAN EDUCATION ASSOCIATION

By:   
Vicki Olsen, President

Dated: 6/11/19

## TEACHER SALARY SCHEDULE

The FINAL 2019-20 Teacher Salary Schedule is forthcoming, pending the outcome of a Truth-in-Taxation Hearing scheduled for August 6, 2019, which may increase teacher salaries by \$5,200 (base salary of \$48,000) but no less than \$2,200 (base salary of \$45,000).

# A6 NEG – Negotiations—Licensed

- Effective: 2/9/1982
- Revision: 3/27/2018

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## 1. **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.

## 2. **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.

1. 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.
2. Regularly scheduled meetings (monthly) of the Joint Relations Committee (Licensed – [Policy A3](#)) 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.
3. Formal negotiations meeting dates will be determined no later than May 1 of each contract year.
4. Beginning with the first formal negotiating session, procedural agreements concerning negotiations will be mutually established.
5. Changes in compensation and negotiated policy will be considered and finalized through the negotiation process.

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6. The District shall comply with Utah Code 53G-11-206 and will require reimbursement to the school district of the cost of paid association leave activities to the extent required by the Code.
7. 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.
8. 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.
9. 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.
10. 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.
- ~~10-11.~~ Results of negotiations will be released in separate but simultaneous meetings by the Board of Education and Jordan Education Association.

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SUBJECT: BEREAVEMENT LEAVE—LICENSED

**I. Board Directive**

It is the policy of the Board to allow employees who qualify for benefits to receive released time with pay for bereavement in the case of the death of a member of the immediate family. The Board authorizes the Administration to administer policy for bereavement leave for licensed employees

**II. Administrative Policy**

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

- A. Employees shall be granted up to eight (8) days absence without pay deduction contiguous with the event of the death of a spouse, daughter, son, step-daughter or step-son. This would also include any other person residing in the home who may have assumed the role of daughter or son.
- B. Employees shall be granted up to three (3) days absence without pay deduction in the event of the death of the employee's or spouse's parent, step-parent, brother, sister, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other person residing in the employee's home. Verification of family relationship may be requested.
- C. A maximum of two (2) additional days may be granted if travel time is needed. Travel must be in excess of 350 miles (one way) to qualify for additional days. An immediate supervisor shall request travel verification information from an employee.
- D. Bereavement Leave is provided only for the death of individuals listed under items A. and B. and must be taken within 14 (fourteen) calendar days of the individual's death. Exceptions will require verification and Cabinet approval. Employees who request to take additional leave days or who need to miss work because of the death of an individual not covered in this policy should refer to the DP335 NEG –Personal Leave, Licensed, or other available leave policy.
- E. Bereavement leave for part-time employees shall be prorated according to the percentage of a full-time contract; e.g., an employee on a half-time contract would be eligible for eight (8) half days for the death of individuals listed in items A. and B.
- F. If the death of an employee's parent results in the loss of the only remaining parent, up to three (3) additional personal leave days may be taken to deal with estate issues. The three (3) additional days must be taken within one (1) calendar year of the parent's death.
- G. Employees shall enter their bereavement leave absence in Employee Access and in Absence Management (formerly known as AESOP), if a substitute is needed. Bereavement leave requests should include the relationship to the deceased, date of death and location of services.

Revision history: 9/8/09

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SUBJECT: SCHOOL ADVISORY COUNCIL

**I. Board Policy Philosophy**

Issues relating to the effective and efficient functioning of schools are best resolved at the lowest local level. The Board authorizes the establishment of School Advisory Councils for the purpose of communicating areas of concern in the individual schools.

**II. Administration-Administrative Policy**

The Board authorizes the Administration to operate the School Advisory Councils according to the following:

**Guidelines**

- A. A School Advisory Council shall be established in each school from the faculty of that school to provide for orderly and professional means of improving program coordination and communications within the school.
1. **Division Organization**
    - a. **High Schools**

One representative from the ~~non-academic~~ **elective** subject areas, one representative from the **academic required** subject areas, one licensed employee agent faculty representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.
    - b. **Middle Schools**

One representative from the ~~non-academic~~ **elective** subject areas, one representative from the **academic required** subject areas, one licensed employee agent faculty representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.
    - c. **Elementary Schools**

One representative from the primary grades, one representative from the intermediate grades, one licensed employee agent faculty representative, and the principal.
  2. Additional participation or representation on the Council will be determined by the Council as needs arise.
  3. Teacher representatives and the counselor will be elected by the teaching staff.
  4. It shall be possible for individual members of the Council to introduce any items of business or points of view to be considered by the Council.
  5. Minutes shall be recorded on the School Advisory Council Committee minutes form and approved by the Council before distribution throughout the school and to the appropriate Administrator of Schools.
  6. The Council should meet monthly or more frequently if business dictates. The chairman will be elected by the Council. The operating procedures of the Council will be determined by the Council.
  7. The Council work shall not carry over into the administration of policies and programs.
  8. All items of business or recommendations coming from this Council are advisory only.

**III.**



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SUBJECT: SCHOOL ADVISORY COUNCIL

**Request for Review**

**Informal Steps**

1. Issues of concern or discussion shall first be communicated to the person(s) involved in the matter with the objective of resolving the issues informally and making it clear that a review by the School Advisory Council may be considered.
2. If the issue cannot be resolved within fifteen (15) working days, those initiating the review may contact the School Advisory Council to review the matter. All issues must first be reviewed by the School Advisory Council. This step may be waived only if the principal is the subject of the issue.
3. If resolution is not achieved through steps 1. and 2., the chairman and/or co-chairs of the School Advisory Council may request in writing a review of the matter by the Administrator of Schools. A summary of the findings and conclusions of the School Advisory Council shall be included with the request for review. A copy of the request shall be given to the school principal.
4. The Administrator of Schools will convene a review committee made up of the Administrator of Schools the Director of Planning and Student Services, and two representatives from the licensed employee agent.
5. A summary of the Review Committee findings and conclusions will be prepared by the Administrator of Schools and sent to the requesting party within twenty (20) working days of the receipt of the request for review. The conclusions of the Review Committee are final.

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JORDAN SCHOOL DISTRICT  
Statement of  
**P O L I C Y**

## TENTATIVE

Number - DP327 NEG  
Effective - 6/8/04  
Revision - 2/23/16  
Reviewed - 7/25/17  
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SUBJECT: REDUCTION IN LICENSED STAFF

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### I. Board Directive

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 §53G-11-512 §53G-11-517. This policy is intended to be consistent with the Public Education Human Resources Management Act §53G-11-501 et seq.

### II. Administrative Policy

#### 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 using a rubric as outlined in the "Reduction in Staff Guidelines" to consider the following:
  - Program and staffing needs of the school / District
  - Employee performance evaluation (appropriate for the job classification)
- ~~2.~~ All teachers, including those on a plan of assistance or probation, may be affected by a RIS.
- ~~3.~~ 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.
- ~~3.4.~~ Under normal circumstances, licensed employees who are to be affected by a RIS and potentially subject to a 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.
- ~~4.5.~~ Teachers affected by a RIS will be eligible to participate in transfers as per policy [DP304 NEG – Teacher Transfers](#).
- ~~5.6.~~ Teachers affected by a RIS may apply [online](#) for available positions for which they are qualified 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).
2. Under normal circumstances, licensed employees who are to be affected by a RIF, shall receive at least thirty (30) days' notice.

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JORDAN SCHOOL DISTRICT

Statement of

**P O L I C Y**

**TENTATIVE**

Number - DP327 NEG

Effective - 6/8/04

Revision - 2/23/16

Reviewed - 7/25/17

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SUBJECT: REDUCTION IN LICENSED STAFF

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C. Rehire

1. If a licensed employee is terminated through a RIF, the employee will be ~~given first consideration contacted and given the opportunity to interview~~ 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 placement shall remain unchanged. If the terminated employee is rehired during a subsequent year, salary placement will move up one level, 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 salary change between the times of the RIF and rehiring during a subsequent year, salary placement will be on the higher level 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.

History of revisions: 9/13/11

Recodification: 5/2018

## Reduction in Staff Rubric Criteria for Teachers

- ✓ School administration will create a rubric aligned with DP327 NEG – Reduction in Licensed Staff
  - Program and staffing needs of the school/District
  - Employee performance evaluation (appropriate for the job classification)
  - Seniority will not be used in determinations
- ✓ The RIS Rubric will include three (3) district criteria and may include additional acceptable criteria (listed below).

<b>3 District Criteria for Teachers</b>	<b>Acceptable Criteria for All Licensed Employee Groups</b>	<b>Unacceptable Criteria</b>
<ul style="list-style-type: none"> <li>▪ Employee Performance Evaluation (JPAS)</li> <li>▪ License/Endorsements (Qualifications)</li> <li>▪ PLC Engagement</li> </ul> <p><i>These three criteria will be included in each rubric.</i></p>	<ul style="list-style-type: none"> <li>▪ Memos of Concern/Reprimand</li> <li>▪ Department Chair/Leadership Roles</li> <li>▪ Fluent in Multiple Languages</li> <li>▪ Highest Degree of Education</li> <li>▪ Extra-curricular Assignments (coach/advisor)</li> <li>▪ National Board Certification</li> <li>▪ Licensed/Endorsed in Critical Need Areas</li> <li>▪ Goals related to BOE ENDS</li> <li>▪ Pattern of Punctuality Concerns and Unexcused Absences (Non-FMLA/ADA)</li> <li>▪ Team Collaboration</li> <li>▪ School Goals/Initiatives</li> <li>▪ Student Attrition (low/imbalanced class size) based on Parent Input, Preference, Requests</li> <li>▪ Student Input Preference, Requests</li> <li>▪ Student Growth/Results/Outcomes/Achievement</li> </ul>	<ul style="list-style-type: none"> <li>▪ Seniority</li> <li>▪ FMLA/ADA approved absences</li> <li>▪ Race</li> <li>▪ Color</li> <li>▪ Sex</li> <li>▪ Pregnancy</li> <li>▪ Childbirth or pregnancy-related conditions</li> <li>▪ Religion</li> <li>▪ National Origin</li> <li>▪ Age</li> <li>▪ Sexual Orientation</li> <li>▪ Gender Identity</li> </ul>