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SUBJECT: Personnel Philosophy

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**I. Board Philosophy**

The Board recognizes that people who staff the school system are discharging a public trust of great significance and value to the community and to the nation. It recognizes further that the human resources of the school system--the skill, the ability, the ingenuity, and the loyalty of each employee--are the key to a successful education system. The Board seeks to fill all vacancies with the best qualified persons available without regard to race, color, sex, religion, ancestry, or national origin in order to obtain and maintain a high level of employee performance and satisfaction. It further desires to retain capable and desirable employees already in the school system.

**A. Definition of Personnel**

Personnel, as described herein, refers to all certificated and classified employees in the District. In addition, the philosophy, the Administration, and the policies which form the framework of the organization within which these groups operate are considered as integral parts of personnel.

**B. Areas of Personnel Administration**

Personnel administration includes in its responsibilities the formulation of and implementation of policies and standards relating to the eligibility, selection, assignment, compensation, efficiency, promotion, transfer, probation, resignation, dismissal, absence, retirement, professional growth, job descriptions, professional rights, welfare, and personnel records of all employees of the schools.

**II. Principles of Personnel Operation**

**A. Welfare of Students**

The personnel organization shall provide children with educational opportunities of the highest possible quality. Toward this end, the following principles offer guidance:

1. Clarification of Educational Objectives - The entire school staff of the District and the Board should share in the development of educational aims which seek to fulfill the unique function of public education in American society. Those involved in this task should strive to be flexible, objective, and resourceful and to be aware of the implications of the constantly changing field of education. They should strive to develop a climate that stimulates creativity in the staff members and the students. They should consider as essential a problem-solving approach for reaching solutions to problems of the classroom, the school, and the District. Therefore, the school staff and the Board should work toward obtaining the services of employees of the highest competence who can help to achieve these aims. Personnel actions affect, and are affected by, school organization, curriculum, and staff morale.

2. Promotion of Pupil Achievement - Since one of the major purposes of each school system is to increase the degree and quality of each pupil's achievement in relationship to his/her ability, staff members of the highest caliber are needed. Personnel practices should

be tested to determine the extent to which quality instructional services to pupils, in relationship to their abilities at all levels of education, are provided.

3. Maintenance of High Standards - In order to ensure instructional and supplementary services of high quality, personnel practices should reflect a consistent policy of selecting well-prepared employees and of encouraging the upgrading of services after employment.

4. Maintenance of Integrity - Individuals should have a clear and undeviating purpose to provide the best possible opportunity for students to learn. They should regard their position as a public trust, and their objectivity and efficiency consistently should justify the confidence placed in them.

5. Citizenship Training - All personnel should recognize the importance of their role in the citizenship training of all students. Every effort should be made to assist students to make worthwhile contributions to society.

## B. Welfare of Personnel

The personnel organization should create a climate in which the individual staff member can make his/her best contribution.

1. Integrity of Purpose - Integrity of purpose is an obligation of all District employees. Respect for personality, mutual faith, trust and understanding should permeate all their relationships.

2. Cooperative Involvement in Development of Personnel Policies - In formulating and implementing personnel policies and practices, the cooperative involvement of those concerned is imperative.

3. Equality of Treatment - The principles of fairness and impartiality shall be followed in all personnel actions.

4. Recognition of Excellence - District employees, the school system, and students benefit when excellence of service is recognized by words of appreciation, leadership opportunities, and advancement. Employees deserve recognition for their contributions and accomplishments. The very nature of public education makes sensitivity to this concern paramount. Through such recognition, individuals find helpful encouragement for creativity and self-expression within the framework of their positions.

5. Provision for Leadership Opportunities - Personnel procedures should enable those staff members who have the potential, to be advanced to positions of leadership in the school system, through an orderly procedure for professional advancement and promotion.

6. Maintenance of Good Communications - Avenues for clear and candid two-way communication in all personnel relationships are essential. The continuous flow of information through recognized channels contributes to a better understanding of the total educational enterprise. Any employee has the obligation to be available for consultation, in confidence, in privacy, and in an atmosphere of sympathetic understanding.

7. Fostering of Quality of Service - All District employees share in the responsibility of creating a climate wherein the employees can work at maximum efficiency. Excellence in performance is more nearly possible when economic rewards, physical facilities, and a favorable psychological climate are provided.

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SUBJECT: Appearance and Attire (Employees)

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**I. Board Policy**

Employees of Jordan School District are expected to adhere to standards in grooming and dress which reflect a positive image to students and patrons and which are in keeping with a professional education system. The Board delegates to the District Administration responsibility for establishing guidelines for employee appearance and attire.

**II. Administration Policy**

Board policy on employee appearance and attire shall be administered according to the following guidelines:

Guidelines

- A. Employees shall maintain standards of personal cleanliness which are conducive to good health and contribute to a pleasant working environment.
- B. Employees shall be neatly groomed and dressed in clothing which is suited to the day's work or activity.
- C. Employees shall dress in a manner befitting adults who serve as role models for students.

SUBJECT: Substitute Teachers

### **I. Board Policy**

It is the policy of the Board to provide adequate staffing of the schools each day including the placement of qualified substitute teachers when necessary. The Board delegates to the District Administration the responsibility of assigning substitute teachers to the schools.

### **II. Administration Policy**

The substitute teacher policy shall be administered in accordance with the following guidelines:

#### Guidelines

A. Leaves for teachers will be granted in accordance with policies established by the Board and Administration. Copies of the leave policies are included in the District Policy Manual.

1. A teacher who will be absent must notify the principal or designee, and is responsible for calling the substitute management system to arrange for a substitute teacher.

2. When teachers know in advance that they will be absent, they may call the substitute management system up to forty-five (45) days prior to the absence.

3. A teacher who is absent shall provide adequate lesson plans for the substitute. Seating charts of the students' names for each class shall be provided when applicable

B. The Executive Director of Human Resources shall be responsible for obtaining the best qualified substitutes available. Substitutes shall be secured and placed in accordance with the following guidelines:

#### Guidelines

1. A prospective substitute teacher must file an application with the Human Resources Department for review by a qualified staff member. The interviewer shall determine the candidate's qualifications for substitute service. An interview may be conducted.

2. Every effort will be made to seek the most qualified person to substitute. Those with a degree and certification shall be given first consideration. Only candidates with forty-eight (48) semester hours shall be placed on the District approved list as regular substitutes. In an emergency, a person with less than forty-eight (48) semester hours may be employed if the individual has had training or experience in an area that meets specific district, school, or student needs.

3. The substitute teacher shall report to the school principal, or his/her designee, who shall review carefully all lesson plan material, and, as far as possible, follow the teacher's instructions. At the end of the day, a report shall be left for the regular teacher.

4. The principal, or his/her designee, shall prepare orientation materials, welcome all substitutes, aid them in finding teacher plans, and orient them to the school schedule,

procedures, and policies.

5. Principals will be responsible to facilitate the completion and submission of the substitute teacher paperwork to the Payroll Department.

6. If a substitute teacher renders unsatisfactory service for a school, the principal shall so indicate to the Executive Director of Human Resources on the Substitute Teacher Evaluation Form. Evaluations shall be made to determine if substitutes should remain on the District list.

7. Teacher requests made in advance for a particular substitute will be honored whenever possible.

8. When advance notice is given for absences of more than one day, the same substitute will be assigned for the duration of the absence whenever possible.

SUBJECT: Staff Selection Guidelines—Certificated

### **I. Board Policy**

It is the policy of the Board to employ the most qualified personnel to fill any position. The Board is an equal opportunity employer and desires to maintain a high level of performance and satisfaction. The Board delegates to the District Administration the responsibility of developing guidelines for selection of certificated personnel.

### **II. Administration Policy**

The Administration shall seek to employ the most able and highly qualified persons available for positions requiring certification. Selection shall be made in accordance with the following guidelines:

#### Guidelines

A. Application forms furnished by the District shall be properly filled out, dated, and filed with the Personnel Office. Applications shall be renewed annually to remain effective.

B. Applicants must have a valid certificate issued by the State Board of Education, Division of Teacher Personnel, for the position in which they are making application.

C. The Administration shall review applications and shall evaluate applicants on the basis of qualifications for available positions.

D. The Administration shall review applications and shall evaluate applicants on the basis of qualifications for available positions.

1. As much appropriate information as possible should be reviewed to assist in selecting the best candidates. Written evaluations or descriptive reports on his/her practice teaching or full-time teaching performance shall have been reviewed. Comparable relevant information shall be maintained on non-teaching candidates.

2. Independent opinions of at least two other individuals shall be solicited from employment or performance records of activities and information.

E. Whenever possible, applicants shall be interviewed by other concerned members of the Administration or the school principal before final recommendation is made.

1. The interview shall be designed to enable the District personnel to learn about those factors which may be only partially shown by an application and supplementary data.

2. In instances where a single interviewer is authorized to interview an individual, the data in the personnel folder shall be inclusive and consistent. The interviewer shall have access to the professional opinion of at least two additional persons who know the candidate well.

F. Upon completion of the selection process, the selected applicant shall be recommended

to the Board by the Superintendent.

G. Employment assignments shall be reviewed annually.

SUBJECT: Teacher Transfers

### **I. Board Policy**

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 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 1 of each school year, including those positions which were filled after Jan. 1 of the current school year. Transfer requests will be accepted until 10 working days prior to New Teacher Orientation.

2. All vacancies occurring between April 15 and June 1 of each year shall be advertised to current employees only, and teachers will make transfer requests according to the following guidelines:

a. On Monday of each week, beginning with the week of April 1, a list of all known job vacancies, together with required endorsements and skill requirements, will be compiled. This list of vacancies will be available to current employees only at the Human Resources Department on Thursday and sent to the local schools for posting immediately thereafter and published on the Jordan School District Web site at [www.jordandistrict.org](http://www.jordandistrict.org).

b. A request for transfer form, available at the school or the Human Resources Department, signed by the principal, along with a resume which gives evidence of appropriate endorsements and requested skill requirements, should be submitted to Human Resources no later than the Friday following the school postings. After a teacher has submitted one transfer form and resume, requests for transfer to additional openings can be accomplished by calling Human Resources no later than the Friday following the school postings. Information from the first transfer request will be forwarded to other schools upon the request of the teacher.

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 three qualified transfer candidates if available. Candidates who are interviewed but not offered a position will be notified in writing. When the position has been filled, all candidates making application will be notified through a District communication sent to the local schools. Whenever possible, this notification shall be made before the end of the current school year.



## 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 Executive Director. The Area Executive Director shall review the request and recommend approval or denial to the Executive Director of Human Resources. Upon final approval of the Executive Director of Human Resources, a copy of the request shall be given to the employee no later than April

1.

2. Involuntarily transferred teachers will be allowed to interview through the voluntary transfer process from April 15 through June 1. If teachers are not successful in gaining a voluntary transfer by June 1, the District will place the employee.

3. If, after the employee has been placed, the employee may continue to review through the voluntary transfer process (Refer to Section II A of this policy).

4. Transfers during the school year shall be avoided.

SUBJECT: Placement and Assignment of Personnel

### **I. Board Policy**

The Board delegates the responsibilities of placement and assignment of personnel to the District Administration.

### **II. Administration Policy**

The Administration delegates the responsibility for the placement of all personnel in the District to the Human Resources Department. This shall be done in cooperation with the school principal or the immediate supervisor. Grade and subject assignment shall be made by the school principal.

#### Guidelines

##### **A. Major Consideration for Placement of Certificated Personnel**

1. When considering the placement and assignment of teachers, the welfare of the child shall be of major importance. However, the teacher preference shall also be considered in realization of the fact that personal preference may influence the effectiveness of an employee.

2. Certificated personnel shall be notified in writing of school placement.

3. As far as possible, teachers shall be assigned within the field of their training and experience.

4. Prior to the time that an employee has been in the same assignment for ten (10) years, a review of the placement will be made by an administrative committee to determine whether or not it is in the best interest of the students or the individual to consider a change of assignment. Individuals would need to be aware that their position would be reviewed at least every three (3) years thereafter.

5. It is the desire of the Board to provide District and school administrators with a variety of administrative experiences. Therefore, if an administrator has been in his/her position more than ten (10) years, he/she would be considered eligible for transfer. If an administrator is not transferred after (10) years of service in the same position, his/her assignment would be reviewed annually for possible transfer.

6. Nothing in items 4 or 5 above should be construed to mean that a teacher or administrator may not be transferred in the best interest of students or the individual at any time prior to ten (10) years service in the same assignment.

##### **B. Major Responsibilities of the Human Resources Department in Regard to Personnel Placement**

The administrator of Personnel shall:

1. Assign teachers in the primary, intermediate, or secondary level who are new in the District or who are being transferred to another school within the District after consultation with the principal of the school or schools concerned. The school principal shall assign teachers according to the needs of the school and the skills and abilities of the teacher

assigned.

2. Assess and balance the various school staffs, taking into consideration experience, teacher special interests or abilities, and teacher personality factors.

3. Maintain a balance of experienced teachers in all schools. Distribution of experienced teachers shall be considered in the making of assignments within the primary, intermediate, and secondary levels.

#### C. Major Responsibilities in the Assignment Process

The school administrator shall:

1. Assess his/her staff in relationship to the instructional program and project future needs in terms of the District instructional program.

2. Establish a rapport with his/her staff about staffing problems.

3. Communicate staff concerns about placement and assignments to the Human Resources Department.

4. Involve the staff in teacher placement to a degree he/she feels is appropriate and without abrogating his/her responsibility.

5. Develop an understanding on the part of teachers that individuals must be assigned on the basis of professional reasons.

#### D. Statements Concerning Professional Responsibility of the Teacher Regarding Personnel Assignment Practices

1. Assignments of teachers shall be based upon professional reasons.

2. All personnel shall use the abilities of all teachers, permanent and provisional, to the best advantage in providing a well-rounded educational program for students of the District.

#### E. Statements Concerning Classified Personnel Regarding Assignment

1. Assignments for classified personnel shall:

a. Be coordinated through the Human Resources Department

b. Be made in cooperation with the school principal and/or immediate supervisor

c. Be assigned according to the best interest of the schools

2. Employee request for specific assignments shall be given consideration; however, the final decision is made by the Administration and approved by the Board.

SUBJECT: Staffing of Schools—Non-Administrative

## **I. Board Policy**

Recognizing that the staffing of schools is an administrative responsibility, the Board authorizes the District Administration to develop policies and procedures to ensure the identification and selection of competent personnel.

### Guidelines

A. Staff members assigned to schools shall be properly certificated and qualified to assume appointments.

B. The Administration shall consider carefully the transfer requests submitted by personnel who have worked successfully in the District.

C. The Administration shall retain staff balance among all schools. Each school shall have strong grade-level or department leadership and a balanced combination of experienced and inexperienced teachers.

D. The Administration shall make periodic reports of staff appointments to the Board.

## **II. Administration Policy**

Since the success of the educational program is directly dependent upon the personnel who staff the school, efforts shall be made to recruit, select, assign, and retain competent persons.

The Administration shall use a cooperative approach in the staffing of schools. This approach will involve many administrators and District instructional staff members in the process of determining staff appointments. Primary responsibility for the recruiting, screening, recommending, and transferring of staff is delegated to the Executive Director of Human Resources. He/she shall be responsible for the initiation of detailed staffing procedures. Other appropriate administrators, such as Area Executive Directors, directors, and principals, shall cooperate with the Executive Director of Human Resources in making staff decisions.

### Guidelines

#### **A. Requests and Preliminary Data**

1. The Executive Director of Human Resources shall develop procedures providing personnel an opportunity to make requests for transfer.

2. The school principals shall prepare preliminary reports indicating anticipated staff needs for the succeeding year. These reports shall be prepared in accordance with the projected enrollment and pupil-teacher ratios established by the Administration.

3. Instructional directors, consultants, and coordinators shall consult with the principals

and division administrators as information about personnel is required. Upon request, they will also assist in the recruiting and screening of candidates for employment.

4. The Executive Director of Human Resources shall conduct necessary interviews in screening and determining qualifications of applicants. He/she shall be assisted by the personnel staffing specialist.

#### B. Recommendations

1. Instructional directors, consultants, and coordinators shall assist with the identification of successful grade-level or department leaders and advise the Executive Director of Human Resources concerning the transfer and placement of personnel.

2. Principals and area directors shall make recommendations pertaining to the appointment of grade-level or department leaders and other personnel.

#### C. Decisions

1. The Executive Director of Human Resources shall confer with principals and area directors in preparing proposed lists of transfers and appointments.

2. The Executive Director of Human Resources shall review and approve the proposed lists of transfers and appointments with the appropriate area assistant superintendent.

3. The Area Executive Directors shall review and approve appointments, act as an arbitrator as problems of staff selection develop, and coordinate the reporting between the Human Resources Department and the Superintendent's Office.

4. The Superintendent shall review appointments and submit periodic reports of staff appointments to the Board.

5. The Executive Director of Human Resources shall coordinate the announcements of approved appointments and notify the personnel concerned.

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SUBJECT: Staff Selection, Promotion, and Salary Placement—Classified

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**I. Board Policy**

The Board is committed to see that Jordan District is an equal opportunity employer and that schools and departments are staffed with the best qualified candidates available, that staff selection, promotion and salary placement practices comply with state and federal laws, and that the selection, placement and supervision of employees are free from discrimination, favoritism, or other unethical practices. Further, it is the policy of the Board to protect the safety and interest of the public by hiring only those individuals who are worthy to hold the trust required in sensitive employment positions identified by the Utah Department of Public Safety. All personnel who do not require state teacher or administrative/supervisory certification are designated as classified personnel. The Board delegates to the District Administration the responsibility for screening and selecting all classified personnel. Those selected will be submitted for Board approval. This policy on Staff Selection, Promotions, and Salary Placement guidelines shall apply to all classified personnel.

**II. Administration Policy**

The Administration selects and places part-time and full-time classified personnel through the use of the following guidelines:

**A. Guidelines**

1. All employment in the District is contingent upon approval by the Board. Staff selection, promotion and salary placement shall be conducted according to the following administrative guidelines.

2. Background Checks: Individuals who are offered employment with the District shall be required to prove they are worthy to hold the trust required in a sensitive employment position through the following process:

a. Each prospective employee shall agree to be fingerprinted and sign a waiver facilitating a criminal background check through the Utah Criminal History file.

b. The Superintendent or his designee shall review each evaluation report received from the Utah Bureau of Criminal Identification to determine final eligibility for employment.

c. No one shall be hired whose record shows a felony or misdemeanor conviction in an area which causes concern for the safety and well-being of students.

d. Information disclosed by the Bureau of Criminal Investigation shall not be released to any other agency or individual.

**B. Nepotism**

1. No one with supervisory responsibility shall hire or recommend for hire any family member including parent, grandparent, spouse, child, grandparent, sibling, or any corresponding in-law, step, adoptive relative, or anyone residing on a permanent basis in the supervisor's home.

2. No employee shall be directly supervised or evaluated by a relative. Family members as described in B1 may not be employed under the same immediate supervisor.

3. Employees hired prior to adoption of this policy are exempt from this guideline except when the proximity of relatives is found to be creating problems.

4. The hiring of relatives is also prohibited if it results in a conflict of interest with vendors of the District.

5. Hiring practices for designated part-time positions such as sweepers, community school staff members, etc., shall adhere to B1 except that recruitment, screening and interviewing may be initiated and completed at local schools or departments.

6. In the event of a lack of candidates, a need for specialized skills or unique circumstances, the restriction against hiring relatives may be waived in the best interest of the District upon recommendation of a review committee comprised of the Superintendent and appropriate administrator or director, and upon approval of the Board.

7. When other qualified candidates have not applied, task assignments of short duration (generally less than sixty (60) working days) may be except from these guidelines.

### C. Interview Team

An interview team shall be established for all non-administrative job openings or positions except for directors, accountants, Information Systems managers and supervisors, designated part-time positions such as sweepers, community school staff members, etc. The team will consist of at least the following: The Executive Director of Human Resources or designee, the department director or immediate supervisor, a representative from the respective department, and a classified employee, mutually agreed upon by the JCPA and the Administration.

1. JCPA will submit a schedule of members who have been selected to participate on the interview team no later than September 1 of each year. Adjustments in membership can be made until October 1 and no trades will be allowed thereafter.

2. Seventy-eight (78) names will be submitted with three individuals assigned to each of the 52 weeks of the year.

3. The Human Resources Department will submit a copy of the list to each immediate supervisor so he/she will know when an employee may be absent for interviews.

4. The Human Resources Department will make the calls to schedule the JCPA representatives and notify them of the date, time and place for the interviews.

5. In an emergency, the immediate supervisor may request to Human Resources that an employee not be released during a scheduled workweek.

6. The Human Resources Specialist will conduct training for each representative who serves on an interview team by August 31 of each year.

### D. Selection and Placement of Entry Level Personnel

1. All job applicants shall be required to complete an employment application in its entirety. Failure to complete any portion of the application may disqualify the applicant from employment consideration.

2. Application forms furnished by the District shall be renewed annually through the Human Resources Department.

3. Recruitment, screening and initial interviewing for job openings or positions shall be the responsibility of the Human Resources Department except for designated part-time positions such as sweepers, community school staff members, etc. Consideration of qualifications shall be determined by job description.

4. Qualified candidates selected to interview for each opening or position shall be referred to the appropriate building or department administrator followed by a hiring recommendation to the Human Resources Department for final approval.

5. Continued employment shall be contingent upon satisfactory service.

6. New employees will be placed on the beginning step of the appropriate lane of the salary schedule unless it is determined that a higher initial step placement is necessary to attract and retain qualified employees in areas of critical District need. Part-time employees will be placed on the appropriate level step when employed full time. Employees who work full-time for two or more consecutive summers (a minimum of six months) will be granted one additional step on the salary schedule if hired full time thereafter.

7. Former full-time district employees who are rehired may be granted full credit on the salary schedule for previous contract experience with the district. Former part-time district employees who are rehired within six months may be granted full credit on the salary schedule for previous experience.

8. Salary lane movement will be based upon the above guidelines and the date the employee was hired in the district. Any person hired between July 1 and December 31 will receive one full year's experience the following July 1. Anyone hired between January 1 and June 30 will not receive experience credit for the first months of service up to July 1.

#### E. Selection and Promotion of Non-Provisional Personnel

1. Employees shall be notified of all full-time vacancies at least five days prior to the application closing date. Notification shall be made with postings in the Human Resources Department, published announcements in the employee newsletter and/or memorandums delivered to the schools.

2. Promotion shall mean reassignment to a job which is located on a higher lane of the salary schedule than the lane from which the employee is currently paid.

3. All employees, may apply for promotion to a position which is posted as a vacancy. Qualifications being equal, district employees will receive first consideration.

4. An employee who is promoted to a higher position shall be given a trial period of 30 days. During this 30-day period, the promotion shall be nullified upon request by the district or the employee. In such a case, the employee shall be returned to his/her former position or a comparable position when available.

5. Probation reports and negative evaluations older than five (5) years with no repeat violation, as defined by DP 316B—Orderly Termination Procedures for Classified Employees, shall not be considered in employee eligibility for promotion or transfer.

#### F. Temporary Assignments/Promotion

On a short-term, temporary basis, it may be necessary for one classified employee to substitute for another classified employee who is assigned to a higher lane on the Classified Master Salary Schedule. Under such circumstances, many responsibilities normally required in the higher position are not required nor accomplished by those in temporary assignments. While it is neither necessary nor realistic to give equal compensation for such short-term appointments, the following salary adjustments will be provided:

1. When a temporary assignment/promotion is necessitated by the extended illness, injury, or short term leave of an employee, beginning on the sixth consecutive working day of the temporary assignment, the promoted employee shall be paid on step two (2) of the higher lane or at \$5 per day, whichever is higher.

#### G. Voluntary Transfers

Any contract classified employee wishing to transfer laterally or move to a lower lane for which he/she is qualified within Jordan School District shall use the following procedure:

1. The employee shall make a written request to the District Human Resources Department stating that he/she requests a transfer to a particular position that has been declared open by the District.



2. Known vacancies will be posted on the District Web site on Monday of each week between September 15 and May 15 of each year.

3. If a contract classified employee wishes to be considered for a transfer into the advertised position for which he/she is qualified, he/she must submit a transfer request, signed by the current supervisor and submitted by 4:30 p.m. on Friday of the week the position is advertised. Employees may include a resume and letters of recommendation along with the transfer request if they choose.

4. Copies of the transfer request will be forwarded to the new supervisor where the opening exists the following Monday for first consideration. Immediate supervisors may not consider new candidates until those requesting a lateral transfer have been considered first.

5. No employee who is on probation or other disciplinary sanction is eligible for a transfer.

SUBJECT: Auxiliary Personnel

**I. Board Policy**

The Board recognizes that the primary responsibility of the total educational process is to provide services to individual students. Individualization of programs based on the student's needs, interests and talent has become a number one priority in American education.

The Board also recognizes that the professional teacher should spend the greatest proportion of his/her time performing those tasks requiring the greatest expertise for which he/she is particularly qualified.

The Board also recognizes that there are times when it would be necessary to employ auxiliary personnel to assist in the educational process. Auxiliary personnel work under the direction or supervision of professional educators on tasks which are of an instructional or non-instructional nature depending upon qualifications and assignment. The auxiliary personnel is at all times an assistant and responsible to a member of the professional staff in charge of the service. The professional educator has the primary responsibility to students, whereas the primary responsibility of the auxiliary personnel is to the professional educator. Assignments clearly professional may not be delegated to an auxiliary person.

Auxiliary personnel are considered those persons employed to assist the educational program. They are supplemental in nature and are used only in areas specifically outlined as duties approved for non-certificated personnel. They are temporary employees.

Aides are considered auxiliary personnel and fall into three general categories or classifications.

**Service Aides (Noon Duty Aides)**

Perform basic monitoring and/or housekeeping tasks under the direction of a professional educator. In general, these would be tasks requiring no special competencies or skills except for the ability to relate well to students and co-workers.

**Clerical Aides**

Perform clerical and/or secretarial duties under the direction of a professional educator.

These

aides would not perform any instructional tasks; but could, in addition, assume the responsibilities of service aides, if qualified.

**Instructional and Media Aides**

Perform actual instructional tasks under the direction of a professional educator. Under no circumstances would they (1) diagnose educational needs, (2) prescribe action, or (3) evaluate the results of instruction. They would perform treatment tasks only as directed by the professional educator. They could, in addition, assume the duties of both clerical and service aides, if qualified.

Only under unusual circumstances would a certificated person be employed to serve in an auxiliary personnel position. If a certificated person is employed, he/she must only function under the job description for that position.

Other auxiliary personnel may be employed to assist in the educational process as long as they function under the direction of a certificated employee. Swimming instructors, part-time clerical assistants, etc., are also considered auxiliary personnel.

## **II. Administrative Policy**

The Administration will administer the policy in accordance with the following policy guidelines:

### Guidelines

1. The local school administrator will be responsible for developing the staff pattern of the individual department or grade level. This will be done in the school in cooperation with the professional staff of these departments or grade levels.
2. All assistants are considered supplementary and are employed upon the recommendation of the principal with the approval of the Administration.
3. Assistants will be employed on a part-time basis only, working no more than 18 hours per week.
4. Eligible assistants may participate in the state retirement system, receive sick leave as per DP326 NEG, and participate in the group insurance policy.
5. If the local principal determines that there are problems regarding staffing that he/she is unable to solve at the local level, he/she should communicate these problems to the Executive Director of Human Resources or his/her designated representative.
6. The Executive Director of Human Resources will involve the Area Executive Directors in reviewing the problem and making a recommendation.
7. Recommendations for the use of auxiliary personnel must be approved by the Area Executive Directors.
8. The local principal is responsible for insuring that the auxiliary personnel are used in the roles for which they have been hired.
9. It is the local principal's responsibility to obtain optimum use of the auxiliary personnel through the development of an in-service training program for both professional educators and auxiliary personnel as well as providing adequate supervision.
10. The teacher is responsible for using auxiliary personnel (within the framework of the job description) to provide the best possible program for the individual student. Proper use of auxiliary personnel will provide the best possible program for the individual student. Proper use of auxiliary personnel will provide the teacher more time to (1) diagnose learning needs of students, (2) prescribe educational programs for students in accordance

with those needs, (3) interpret and evaluate the results of instruction or testing.

11. Only auxiliary personnel employed 20 hours per week or more will be eligible for sick leave as outlined in the classified personnel policy, be eligible for participation in the group medical insurance policy, and belong to the state retirement system.

12. The Administration, as they consider the employment of auxiliary personnel, will follow job descriptions as approved for individual positions.

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SUBJECT: Salary Guidelines

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**I. Board Policy**

It is the policy of the Board to meet with the Administration, officers of each departmental organization, and their appointed representatives in salary negotiations to establish salary schedules.

It is also the policy of the Board to pay wages and salaries that shall enable the District to secure and retain qualified personnel.

The Board delegates to the District Administration the responsibility for implementing the salary policy.

**II. Administration Policy**

The salary policy shall be implemented according to the following guidelines:

Guidelines

A. Date of Payments

Payment of all salaries shall be made on the 25th day of each month. If the 25th falls on a weekend or on a holiday, payday will be the previous working day as approved by the Board of Education. All approved deductions, other than those legally required, shall be made only upon the written request of the employee.

B. Salary Rates

District personnel shall be compensated at rates agreed upon through negotiations and published in the salary schedules for each group of employees. The actual employee's salary shall be a factor of his/her percent of contract and placement on the salary schedule.

C. Basic Salary Schedule

A basic salary schedule shall be established for certificated personnel. The schedule shall be based upon consideration of contract teaching experience in an accredited school and upon continued training.

D. Differential Allowance

Differential allowance may be paid to teachers with special assignments as recommended by the Administration and approved by the Board.

E. Placement on Salary-Step Scale

Salary schedule placement shall be determined by the number of full or part-time years of teaching experience. In cases of interrupted or part-time service, the following guidelines shall apply:

1. Effective July 1, 1996, an employee who is employed at least half-time and who actually works in any one school year a number of days equal to or greater than one-half the number of work days specified for similar contracts shall be given one-year experience

credit. Employees working less than one-half the number of work days will receive no experience credit.

#### F. Equated Teaching Experience

Teaching experience in other school Districts shall be evaluated by the Executive Director of Human Resources. Full-time teaching experience outside the District shall equate to full-time years of service credit; half-time teaching experience outside the District shall equate to one-half year of service credit. The District shall grant credit for outside teaching experience as follows:

<b>District</b>	<b>Teaching Experience</b>	<b>Equivalent Years to Teaching Experience</b>
	Outside the District	Full Credit
	1 to 5 years	
	6 or more years	1 equivalent for each 2 years of outside experience

A maximum of 10 years total equated credit shall be allowed except in areas of critical need when the Executive Director of Human Resources is authorized to determine credit allowances.

#### G. Military Experience

No salary step credit shall be granted to any employee for military experience except for previous employees who have left the District to enter the military service. These employees shall be granted benefits required under the reemployment rights provision of Chapter 43 of Title 38, U.S. Code.

#### H. Submission of Evidence

1. It shall be the responsibility of the employees to submit to the Human Resources Department documented evidence which they wish to have considered in determining their initial placement on the salary schedule.

2. For new employees to the District, only graduate hours beyond the original certificate and B.S. degree will count toward salary lane placement except under the following circumstances. For new hires, undergraduate hours taken after the original certificate and B.S. degree may be considered for salary lane placement if they are recommended to the Local Professional Improvement Committee by one or more District administrators as meeting an identified District need. The recommendation, along with supporting evidence, must be submitted in writing to the LPIC (no later than the first week of August for teachers on year-round schedules or the first week of September for teachers on traditional schedules) so the LPIC will have sufficient time to approve or deny the request prior to the issuance of the first payroll.

3. Credit for salary lane changes for current employees will be granted only for resident (on campus) college credit and USOE approved credit, District approved credit and LPIC approved inservice credit. These hours will be granted in accordance with Policy AA421 NEG.

4. Salary lane changes shall be awarded when the Human Resources Department receives proof of eligibility in the form of an official grade transcript (Internet transcripts will not be accepted). If proof of eligibility is submitted prior to the 15th of the month, the salary lane change shall be reflected on the paycheck issued in the following month.

#### I. Compensation for Substitute Teachers

A salary schedule for substitute teachers shall be established.

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SUBJECT: Salary Deductions

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**I. Board Policy**

The Board, as a service to its employees, authorizes the District Administration to provide for salary deductions FROM salaries paid for programs required by law and those approved by the Board.

**II. Administration Policy**

Deductions from salary shall be made in accordance with the following provisions:

Guidelines

A. All personnel who work twenty (20) hours per week or more are required to participate in the Utah State Retirement System as provided by law.

B. Routine deductions shall be made for those deductions required by law according to the proper legal schedule.

1. Social Security
2. Income Tax (Federal and State)

C. Deductions for dues to professional organizations, group medical insurance, United Way, special insurance premiums, annuities and other approved deductions shall be made only upon written request by the employee.

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SUBJECT: Evaluation for Certificated Personnel

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**I. Board Policy**

The Board is committed to an on-going evaluation program for certificated personnel which complies with Jordan School District policy and state law. (See Utah Code §53A-10-101/111.) The Board delegates to the District Administration responsibility for assuring that the evaluation program is reasonable and fair and based upon an evaluation instrument which is valid and reliable.

It is the policy of the Board to require all certificated personnel to participate in the evaluation program for the following purposes:

- A. To promote the professional growth and development of educators.
- B. To recognize and encourage the use of effective teaching behaviors which contribute to student progress.
- C. To identify teachers according to their abilities.
- D. To provide a basis for decisions affecting employment.

**II. Definitions**

- A. "Working days" means the days the educator being evaluated is under contract to work.
- B. "Career educator" means a certificated employee entitled to rely upon continued employment under the policies of the District.
- C. "Provisional educator" means any educator employed by the District who has not achieved status as a career educator.
- D. "Probationary educator" means any educator employed by the District who has been advised that his or her performance is inadequate.
- E. "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. A temporary employee also includes anyone who possesses a competency-based license as recommended by the local Board of Education.
- F. "JPAS evaluation" means two unscheduled observations and an interview completed using the JPAS



instrument.

G. A "summative evaluation" is an evaluation designed to present conclusions about the merit of a person's performance. Employment decisions are made based on summative evaluations. JPAS is the summative evaluation tool.

H. A "formative evaluation" is an evaluation conducted while a creative process is underway, designed and used to promote growth and improvement in a person's performance.

I. "Other lines of evidence" used for evaluation may include documented concerns or positive written communications from parents, students or colleagues, documented deficiencies in work habits, and/or awards and recognitions for outstanding teaching performance.

J. A "mentor" is an educator assigned by the immediate supervisor to assist a provisional educator to become informed about the teaching profession and school system.

K. A "consulting educator" is an educator who has completed special training in coaching and assisting teachers in improving teaching skills and effectiveness. Consulting educators are assigned to educators from the Human Resources Department.

### **III. Administration Policy**

The evaluation program for certificated personnel shall be administered according to the following guidelines:

#### Guidelines

A. The Jordan Performance Appraisal System (JPAS) is the District's tool for evaluating an educator's performance. JPAS is not used for formative evaluations.

B. Each certificated employee shall be evaluated by his/her principal, principal's designee or immediate supervisor.

C. The principal and/or other certified JPAS evaluator shall review the purposes and procedures of the evaluation program with all certificated educators at least once each contract year, and each certificated educator shall be provided a copy of the JPAS evaluation instrument. The educator shall be notified of the evaluation process at least fifteen (15) working days prior to the first observation. All provisional educators shall be assigned a mentor. The mentor will assist the provisional educator in becoming informed about the teaching profession and school system.

#### D. Evaluation frequency

1. Career educators shall be evaluated at least once every three years.

2. Provisional educators shall be evaluated at least twice each contract year.

3. Probationary educators shall be evaluated when necessary but not fewer than twice each contract year.

4. Each certificated educator may be evaluated by his/her principal, principal's designee or immediate supervisor when necessary.

E. A JPAS evaluation shall include two unscheduled classroom observations, an interview, and a professional development meeting.

1. Two systematic, unscheduled classroom observations shall be conducted by the principal, principal's designee or immediate supervisor using the JPAS observation instrument.

a. Each classroom observation shall be 30 minutes or more of observable time (as defined in the JPAS Domains document, 1994) and the two classroom observations shall not be conducted more than fifteen (15) working days apart. The second observation may not be conducted on the same day as the first observation.

b. The data collected from the first unscheduled observation is sent to the District Office as soon as it is completed. The data collected from the second observation and the interview should be sent to the District Office to be electronically scored within five (5) working days after completing the interview.

2. An interview between the educator and principal, principal's designee or immediate supervisor shall be held within five (5) working days of the second classroom observation. During this interview, data are collected on indicators which are not included in the JPAS classroom observation. The data collected from the classroom observations are not discussed during the interview.

3. An individualized JPAS Feedback Report should be produced and returned to the building administrator within five (5) working days of the receipt of the second JPAS observation and interview form at the District Office.

4. Within fifteen (15) working days of receipt of the JPAS Feedback Report, the principal or immediate supervisor shall hold a professional development meeting for the educator.

a. The JPAS Feedback Report and other lines of evidence shall be reviewed.

b. Goals for professional development may be noted on the back of the JPAS Feedback Report.

c. Professional development activities shall be identified to assist educators whose total score on the JPAS Feedback Report is in the "Did Not Meet Standard" range, and a timeline for demonstrating acceptable levels of improvement shall be prepared on the JPAS Feedback Report Addendum.

d. If the educator does not agree with any portion of the JPAS Feedback Report, other evidence, or professional development activities as outlined, the educator has the right to attach a report to the JPAS Feedback Report stating his/her views.

e. The JPAS Feedback Report and Addendum, if any, shall be signed by both the educator and the principal or immediate supervisor. The educator's signature indicates receipt of the report but does not necessarily signify agreement with its contents.

f. Copies of the JPAS Feedback Report and Addendum, if any, shall be given to the educator and principal or immediate supervisor, and the original(s) placed in the educator's personnel file in the Department of Human Resources.

g. Evaluation records are classified as "Private Records" and shall be managed according to the guidelines of Policy DP367—District Records Management.

F. Additional evaluations shall be scheduled for all educators whose JPAS Feedback Report total score is in the "Did Not Meet Standard" range.

1. A second evaluation for provisional educators shall begin twenty (20) working days or more following the professional development meeting. The second evaluation must be completed sixty (60) working days prior to the end of the contract year. In addition to the mentor, additional personnel resources may be used to assist the provisional educator whose total score was in the "Did Not Meet Standard" range on the first evaluation. Procedures outlined in item E. shall be repeated.

a. Provisional educators whose total score is in the "Did Not Meet Standard" range shall be given twenty (20) working days or more to improve performance and then a third evaluation shall begin. The educator shall be notified that continued employment with the District is in question. The plan for improvement developed during the professional development meeting shall serve as the plan required in the Orderly Termination policy. This second or third evaluation may be conducted by the building administrator or, at the request of the administrator or educator, may be conducted by another individual certified in the use of the JPAS.

b. Provisional educators whose score remains in the "Did Not Meet Standard" range on the third evaluation shall be subject to the provisions of Policies DP313—Provisional and Probationary Certificated Personnel, and DP316 NEG—Orderly Termination Procedures for Certificated Personnel.

2. Career educators shall be given access to resources to help improve performance, and a second evaluation shall begin twenty (20) working days or more following the professional development meeting. The third evaluation must be completed sixty (60) working days prior to the end of the contract year. This second or third evaluation may be conducted by the building administrator or, at the request of the administrator or educator, may be conducted by another individual certified in the use of the JPAS.

a. Career educators whose total score improves to the "Met Standard" range on the second evaluation have met the evaluation requirements.

b. Career educators whose total score remains in the "Did Not Meet Standard" range on the second evaluation shall be placed on probation in accordance with Policy DP313—Provisional and Probationary Certificated Personnel, given access to resources to help improve performance, allowed twenty (20) working days or more to improve performance, and then a third evaluation shall begin. The educator shall be notified that continued employment with the District is in question. The plan for improvement developed during the professional development meeting will serve as the plan required in Policy DP316 NEG—Orderly Termination Procedures for Certificated Personnel.

c. Career educators whose score remains in the "Did Not Meet Standard" range on the third evaluation shall be subject to the provisions of Policy DP316 NEG—Orderly Termination Procedures for Certificated Personnel.

#### G. Right to review and appeal

1. Educators have thirty (30) calendar days following the completion of the evaluation process (receipt of the JPAS Feedback Report) to request a review of the evaluation findings.

2. Educators have the right to appeal decisions or implementations based on evaluations under Policy DP315 NEG—Grievance Procedures—Certificated.

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SUBJECT: Evaluation of Administrators

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**I. Board Policy**

The Board is committed to an on-going evaluation program for administrative personnel which complies with Jordan District policy and state law. (See Utah Code §53A-10-101/111.) The Board delegates to the District Administration responsibility for assuring that the evaluation program is reasonable and fair and based upon an evaluation instrument which is valid and reliable.

It is the policy of the Board to require all administrative personnel to participate in the evaluation program for the following purposes:

- A. To promote the professional growth and development of educators.
- B. To recognize and encourage the use of effective administrative behaviors.
- C. To identify administrators according to their abilities.
- D. To provide a basis for decisions affecting employment.

**II. Definitions**

- A. "Working days" means the days the administrator being evaluated is under contract to work.
- B. "Career administrator" means a certificated employee entitled to continued employment under the policies of the district.
- C. "Provisional administrator" means any administrator employed from outside the district who is in their first year of employment.
- D. "Probationary administrator" means any administrator employed by the district whose performance is not satisfactory.
- E. A "JAES evaluation" (Jordan Administrator Evaluation System) consists of questionnaires sent to all stakeholder groups, data analysis and a professional development meeting with the immediate supervisor.
- F. A "summative evaluation" is an evaluation designed to present conclusions about the merit of a person's performance. Employment decisions are made based on summative evaluations. JAES is the District's summative evaluation tool.
- G. A "formative evaluation" is an informal evaluation designed and used to promote growth and improvement in a person's performance.

H. "Other lines of evidence" used for evaluation may include documented concerns or positive written communications from parents, staff or immediate supervisor, awards and recognitions for outstanding administrative performance, and/or documented deficiencies in work habits.

I. A "mentor" is an administrator assigned by the immediate supervisor to assist a provisional or probationary administrator to become informed about the administrative process and school system.

J. A "consulting administrator" is an administrator who has completed special training in coaching and assisting administrators in improving administrative skills and effectiveness. Consulting administrators are assigned by administrators by the immediate supervisor.

### **III. Administration Policy**

The evaluation program for administrative personnel shall be administered according to the following guidelines:

#### Guidelines

A. The JAES is the District's tool for evaluating an administrator's performance. JAES is not used for formative evaluations.

B. Each administrative employee shall be evaluated by his/her immediate supervisor.

C. The District Administration shall review the purposes and procedures of the evaluation program with all administrators at least once each contract year, and each administrator shall be provided a copy of the JAES evaluation instrument. All administrators due to be evaluated shall be notified at least fifteen (15) working days prior to the evaluation process.

D. All new administrators shall be assigned a mentor. The mentor will assist the new administrator in becoming informed about the administrative profession and school system.

E. Evaluation frequency

1. Career administrators shall be evaluated at least once every three years.
2. Provisional administrators shall be evaluated at least twice in their initial year.
3. Probationary administrators shall be evaluated when necessary as determined by the immediate supervisor.
4. The immediate supervisor may evaluate an administrator whenever it is deemed necessary.

F. A JAES evaluation process shall include:

1. An orientation meeting which is held for all administrators and immediate supervisors to provide a review of the JAES process and the specific dates and general procedures to be used.
2. A training session for immediate supervisors who have administrators scheduled for evaluation.
3. A pre-evaluation meeting between the administrator being evaluation and his/her immediate supervisor at least fifteen (15) working days before the evaluation is to begin. During the meeting, the immediate supervisor reviews the evaluation process and timelines. Individual indicators and/or stakeholder groups that do not apply to the administrator's

assignment are jointly identified.

4. Data is collected by surveying the identified stakeholder groups.

5. A professional development meeting between the immediate supervisor and the administrator being evaluated within fifteen (15) working days following receipt of the feedback report.

6. During this meeting:

a. The JAES Feedback Report and other lines of evidence are reviewed.

b. Goals for professional development may be noted on the back of the JAES Feedback Report.

c. Professional development activities are identified to assist administrators whose total score on the JAES Feedback Report is in the "Did Not Meet Standard" range, and a timeline for demonstrating acceptable levels of improvement shall be prepared on the JAES Feedback Report Addendum.

d. If the administrator does not agree with any portion of the JAES Feedback Report, other evidence, or professional development activities as outlined, the administrator has the right to attach a report to the JAES Feedback Report stating his/her views. This written report must be submitted to the Executive Director of Human Resources within thirty (30) calendar days of the Professional Development meeting.

e. The JAES Feedback Report and Addendum, if any, shall be signed by both the administrator and the immediate supervisor. The administrator's signature indicates receipt of the report but does not necessarily signify agreement with its contents.

f. Copies of the JAES Feedback Report and Addendum, if any, shall be given to the administrator or principal by the immediate supervisor, and the original(s) placed in the administrator's personnel file in the Human Resources Department.

g. Evaluation records are classified as "Private Records and shall be managed according to the guidelines of Policy DP367—District Records Management.

G. The remediation process for all administrators whose JAES Feedback Report total score is in the "Did Not Meet Standard" range is as follows:

1. A Professional Development Contract must be completed by April 1.

a. The Professional Development Contract must identify the indicators and/or domains which resulted in a "Did Not Meet Standard" rating.

b. A plan of action to correct these deficiencies must be developed which includes specific resources provided to the administrator, a schedule for periodic review of progress, the types of evidence required to demonstrate satisfactory progress, and the assignment of a "consulting administrator."

c. The length of remediation cannot exceed six calendar months, excluding July.

d. The immediate supervisor must meet at least monthly, and the consulting administrator at least twice monthly with the administrator to assess progress and to provide assistance.

e. Administrators on remediation are required to compile documentation of progress and improvement in the specific goal areas.

2. At the conclusion of the remediation period, a second Professional Development meeting is held. At this meeting, the immediate supervisor reviews the administrator's documentation and determines the degree of progress made.

3. The immediate supervisor confers with the Superintendent to determine the action to be taken.

a. Remediation Completed—If the administrator has demonstrated satisfactory progress, including successful completion of all goals, he/she is re-designed as a career administrator.

b. Remediation Extended—If the administrator has shown progress and has met the

some of the goals, the Professional Development Contract is revised and the remediation process is repeated.

c. Probation—If the administrator has not shown at least moderate improvement and has not met the majority of his/her goals, the administrator is placed on probation.

d. Change in Assignment—At the discretion of the Superintendent, a change in assignment may occur at any time during the remediation process.

#### 4. Probation Procedures

When an administrator is placed on probation, the following process is implemented:

a. The remediation process is repeated and a Professional Development Contract is negotiated and implemented.

b. Near the end of the probationary period, a second JAES is completed.

c. The designated status of an administrator on probation means that the continued employment of the administrator is in question and that termination may result if performance appraisal ratings are not raised to meet the standard.

d. At the conclusion of the evaluation, a Professional Development meeting is held. At the meeting, the immediate supervisor reviews the administrator's documentation, the results of the JAES and determines the degree of progress made.

e. The immediate supervisor confers with the Superintendent to determine the action to be taken. Possible actions include:

(1) Probation Completed—If the administrator has demonstrated satisfactory progress, including successful completion of all goals, he/she is re-designated a career administrator.

(2) Change in Assignment—At the discretion of the Superintendent, a change in assignment may occur at any time during this process.

(3) Termination—The termination of an administrator follows the procedures as specified in District Policy DP316A—Orderly Termination Procedures.

#### H. Right to Review and Appeal

1. Administrators have thirty (30) calendar days following the completion of the evaluation process (receipt of the JAES Feedback Report) to request a review of the evaluation findings.

2. If an evaluation results in adverse employment action administrations have a right to appeal the procedure under District Policy DP315 NEG—Grievance Procedures.

SUBJECT: Evaluation of Classified Personnel

**I. Board Policy**

The Board recognizes the need for periodic evaluation of all District personnel. This evaluation shall be conducted by each employee's immediate supervisor. The primary purpose of the evaluation shall be to assist each employee to improve his/her performance in his/her individual assignment.

**II. Administration Policy**

The following guidelines shall be used for administering the evaluation policy:

Guidelines

A. The purposes of the evaluation are: (1) to assess and improve the personal and professional growth of each employee and thus insure a higher quality of service, and (2) to provide a basis for necessary administrative decisions.

B. Evaluation is an ongoing process. Suggestions and constructive criticism should take place whenever the need arises. Written evaluation forms shall be completed for all first year provisional employees prior to the end of each six-month period of the first year. Written evaluation forms for all contract employees beyond the first year of employment shall be completed at least once out of every three-year period prior to April 1, or more often if deemed necessary by the immediate supervisor, principal, or Superintendent.

C. An essential part of the evaluation is a conference between the employee and his/her immediate supervisor. The purpose of the conference is to review areas of commendation or areas of concern and suggest goals for improvement. Following the conference the employee shall sign the evaluation form indicating that a conference had been held and the evaluation form had been reviewed with him/her. Signing the form does not necessarily indicate agreement.

D. This evaluation shall be completed in triplicate--one (1) copy shall be sent to the Human Resources Specialists, one (1) copy retained by the immediate supervisor, and one (1) copy given to the employee. No changes in this evaluation will be made after the conference unless mutually agreed upon.

E. Expunging items from classified employee records

1. Employees may request to have a memorandum expunged from their individual employee files under the following conditions:
  - a. Five or more years have elapsed since the memorandum was placed in the file.
  - b. The employee's work performance has been satisfactory from the time the memorandum was placed in the file.
  - c. The employee's immediate supervisor and Human Resources Department



administrator agree to the expungement.

2. Evaluation reports and other items which are part of the permanent employee record shall not be expunged.

3. Probation reports and negative evaluations older than five (5) years with no repeat violation as defined by DP 316B—Orderly Termination Procedures for Classified Employees, shall not be considered in employee eligibility for promotion or transfer.

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SUBJECT: Provisional and Probationary Certificated Personnel

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## **I. Board Policy**

Certificated employees are to be hired on a provisional basis until they have proven themselves through satisfactory service for a designated period of time. Provisional employees are to be assigned in their major or minor fields and in areas where they have proper certification. Provisional employees may be given contract status upon recommendation of the Superintendent when all of the provisional status requirements are met. An employee whose performance is substandard may be placed on probation in accordance with established policy.

## **II. Administration Policy**

Provisional and probationary status shall be administered according to the following guidelines:

### Guidelines

#### A. Provisional Status

1. Certificated employees who begin service with the District after July 1, 1999, with no previous experience shall be considered provisional employees for a period of three (3) years.

2. Provisional employees will be recommended for regular contract status after they have successfully completed their provisional status provided they meet the criteria outlined in DP311—Evaluation for Certificated Personnel.

3. Newly employed teachers with three (3) or more years of satisfactory experience in another district will be required to serve one (1) year as a provisional teacher provided they are hired within three (3) years of their previous teaching experience and successfully meet the criteria outlined in DP311—Evaluation for Certificated Personnel.

4. Continued employment during provisional status shall be contingent upon successful performance.

5. A mentor shall be assigned to assist the provisional educator to become informed about the teaching profession. The mentor shall be assigned at the beginning of the contract year.

#### B. Provisional Service

1. Full or half-time provisional employees who work fifty (50) percent or more of the required contract days in a year shall receive one year of provisional service credit.

2. The required years of provisional employment must be served consecutively. Provisional educators whose total score is in the "Met Standard" range on the Jordan Performance Appraisal System (JPAS) for six evaluations (two per year for three years) shall receive contract status.

3. Employees taking approved leave prior to completion of provisional status will receive credit for the provisional time served prior to the time the leave is granted.

4. Former employee(s) who have been rehired following an absence of three years or less must serve one year as successful provisional employee(s) before regaining contract status.

5. Former employees who have been rehired following an absence of more than three years must serve two years as successful provisional employees before regaining career educator status.

#### C. Printed Information

1. Provisional employees shall have access to printed information which includes:

a. A statement of the objectives, aims and philosophy of education of the school system.

b. A statement of the procedures and personnel policies of the Board.

c. A statement of the criteria for evaluating employees.

d. A statement indicating the sources of supervisory help.

e. Copies of guides and curriculum manuals which will aid the employee in implementing his/her assignment.

#### D. Evaluation

1. Systematic written evaluations shall be prepared on each provisional employee by January 15 and by April 1. The written evaluation is to be discussed and signed by both the employee and the immediate supervisor.

#### E. Probation

1. Career educators may be placed on probation at any time by the immediate supervisor with approval from an Area Executive Director and the Executive Director of Human Resources.

2. A conference with the employee must be held to explain the reason(s) for probation. Following the conference, a written notice of the action must be submitted to the Executive Director of Human Resources, a copy provided for the employee, and a copy placed in his/her file in the Human Resources Department.

3. When an employee is taken off probation as a result of improved performance, written notification will be provided to the employee and a copy placed in his/her personnel file.

4. When performance does not meet the required objectives within the established time limits, the employee may be terminated in accordance with Policy DP316—Orderly Termination Procedure.

SUBJECT: Provisional and Probationary Classified Personnel

### **I. Board Policy**

It is the policy of the Board that all classified employees have one (1) year of provisional employment. Classified employees having given satisfactory service during their first year of employment by the District may be continued in employment upon the recommendation of the Superintendent, and in accordance with established administrative policy.

### **II. Administration Policy**

Provisional employment shall be established in accordance with the following guidelines:

#### Guidelines

A. Classified employees employed by the District shall have a provisional period of one (1) year.

B. The provisional employee shall have access to information, which includes:

1. A statement of the procedures and classified personnel policies of the Board.
2. A statement of the criteria for evaluation.
3. A statement indicating the sources of supervisory help.

C. Provisional employees shall be evaluated in writing prior to the end of each six-month period of their first year of employment. This evaluation shall be discussed and signed by both employee and immediate supervisor.

D. All employees entering or returning to the system shall be placed on first year provisional status.

E. Continuance of service following a provisional appointment shall be dependent upon the employee's continued successful performance.

F. Any classified employee may be recommended by his/her immediate supervisor to be placed on probation at any time, as established by Policy DP312—Evaluation of Classified Personnel (refer to guidelines in the “Supervisors Guide to Evaluation”). A conference with the employee must be held explaining the reason for probation. Prior to the conference, the employee must be notified of the right to representation by the JCPA or another agent of his/her choice. The recommendation and all supportive information shall be forwarded to the Executive Director of Human Resources.

G. After notification from the Executive Director of Human Resources of being placed on probation, the employee shall also be informed that his/her unsatisfactory performance must be rectified within thirty (30) days of notification or his/her termination will be recommended. A copy of the probation report shall be placed in the employee’s file at the

district office. After the thirty (30) days of probation, the employee shall be reevaluated or released from probation if termination is not recommended. If termination is recommended after thirty (30) days, the employee shall be given an additional fifteen (15) days' notice prior to his/her being terminated.

H. When an employee is taken off probation as a result of improved performance, a written notice will also be submitted to the employee by the Executive Director of Human Resources and a copy shall be placed in the employee's personnel file at the District Office.

I. Provisional employees shall not be eligible for transfer to another job assignment or promotion until he/she has worked one year of continuous employment at the current assignment. However, this guideline may be waived in the event there are no non-provisional employees who apply and qualify for the position.

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SUBJECT: Grievance Procedure—Certificated

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DEFINITIONS

- A. Grievance - A complaint which:
  - 1. Sets forth the allegation that there has been a violation of any District policy, or state or federal law.
  - 2. Specifically identifies the policy or statute violated.
- B. Grievant - Any student, employee, teacher or parent aggrieved by a decision or condition falling under District policy, or state or federal law.
- C. Compliance Officer - The District employee or employees designated to coordinate compliance efforts concerning District policy and state and federal law charged with the responsibility of investigating complaints.

PROCEDURE

- A. Step I:
  - 1. Any certificated employee alleging a grievance is encouraged to resolve the problem, if possible, through an informal discussion with the immediate supervisor. If this is not satisfactory, the grievant shall file at Step II.
- B. Step II:
  - 1. Any certificated employee alleging a grievance shall present a completed grievance form to his/her immediate supervisor. A copy of the grievance will be immediately forwarded by the supervisor to the District compliance officer who shall then submit the issue in question to the Jordan Education Association (JEA) in writing. JEA has the option of reviewing the issue and making a written response to the District compliance officer.
    - a. The supervisor shall respond to the grievance, in writing, within five (5) working days following receipt of the grievance.
    - b. If the response (decision) does not resolve the problem, the grievant shall be free to 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 grievance with the compliance officer.
    - b. The Investigation Committee or the compliance officer shall investigate the complaint with the parties concerned in the grievance within fifteen (15)

- working days of the grievance having been filed.
- c. The compliance 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 compliance 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 compliance officer, the grievant shall be free to file the grievance at Step IV.

#### D. Step IV:

1. If the grievant rejects the recommendations of the District compliance officer, or the compliance 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 hearing examiner are in the miscellaneous provisions.)
2. The hearing examiner shall submit written recommendations to the Superintendent and the grievant or his/her designated representative within ten (10) working days after the hearing.
3. The Superintendent shall, within five (5) working days, submit in writing to the grievant the District's decision to reject or accept the hearing examiner's recommendation.

#### E. Step V:

1. If the grievant rejects the recommendations of the superintendent or his designee, or if the superintendent or his designee fails to issue a report within the time limits set forth above, the grievant shall be free to file the grievance at Step V within ten (10) working days of the date the recommendation of the Superintendent or his 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, 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.
  - c. Within thirty (30) working days 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 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.
- I. The Investigatory Committee shall be selected as follows: The District shall designate one member of its choice and the JEA shall designate one member of its choice, and these two appointees shall recommend a third committee member subject to the approval by the JEA and the District. This committee shall conduct investigations of grievances filed by persons asking to be represented by the JEA and shall report the results of its findings and its recommendations, in writing, to the District compliance officer who shall be responsible to make final determination of all grievances. 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 Committee shall be excused from their regular assignments to perform investigations.
- J. JEA 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.
- K. The cost of services of the hearing examiner shall be equally shared by the District and the educator or the organization representing the educator.
- L. 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.



# JORDAN SCHOOL DISTRICT

Statement of . . .  
**P O L I C Y**

Number: DP315B  
NEG  
Effective: 8/27/69  
Revision: 6/22/04

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SUBJECT: Grievance Procedure—Classified

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## DEFINITIONS

A. Grievance – A complaint which:

1. Sets forth the allegation that there has been a violation of any District policy, or state or federal law.

2. Specifically identifies the policy or statute violated.

B. Grievant – Any classified or group of classified employees aggrieved by a decision or condition falling under District policy, or state or federal law.

C. District Grievance Officer – The District employee or employees designated to review alleged grievances.

## PROCEDURE

A. Step I:

1. Any employee alleging a grievance is encouraged to resolve the problem, if possible, through an informal discussion with the immediate supervisor (Step I). This discussion is included in the 20 working day window for filing a grievance.

B. Step II:

1. In the event that the informal discussion does not resolve the problem, an employee (grievant) or his/her designated representative may prepare and file a completed grievance form with his/her immediate supervisor. The grievant or his/her representative shall furnish sufficient background information concerning the alleged violation, which identifies date(s), time(s), person(s), the actions that led to the grievance, and the District policy, or state or federal law that was violated.

2. A copy of the grievance will be immediately forwarded by the immediate supervisor to the District Grievance Officer, the appropriate Executive Director, the Executive Director of Human Resources or his/her designee, and the President of Jordan Classified Professional Association (JCPA).

a. The 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. Grievance forms are available in the District's Human Resources Department or through the JCPA. A grievance will be denied, if the grievant, or his/her designated representative, does not file a grievance that sets forth an allegation that there has been a violation of a District policy, or state or federal law and specifically identifies the policy or statute violated.

b. The immediate supervisor to the grievant, or his/her representative, shall respond 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 Executive Director, the Executive Director of Human Resources or his/her designee, and to the President of JCPA.

### C. Step III:

1. If the immediate supervisor's response (decision) at Step II does not resolve the problem, the grievant or his/her designee shall forward the grievance to the District Grievance Officer to initiate Step III.

2. 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 II.

3. At the conclusion of the investigation, the grievance officer shall render a decision and issue a written report setting forth his/her findings and recommendations for the resolution of the grievance within five (5) working days.

4. The grievance shall be considered resolved if the grievant and the District accept the recommendations of the grievance officer.

5. If no written report has been issued within the time limits set forth in "3" above, or if the grievant or District shall reject the recommendations of the grievance officer, the grievant or the District shall have the right to appeal to the Board of Education for review of the grievance at Step IV.

### D. Step IV:

1. A written request for Board of Education review of the grievance must be submitted to the superintendent within 10 days of the date of the grievance officer's report or the expiration of the time limits set forth in Step III.

2. The Board of Education shall review the grievance and the grievance officer's report. (An additional hearing shall not be held.)

3. The Board of Education may affirm the grievance officer's recommendations, amend the recommendations, or affirm the recommendations in part and amend in part.

4. The Board of Education's written decision shall be issued within 21 working days of receipt of the grievant's written appeal by the superintendent.

5. If no written decision has been issued within the time limit set forth in "4" above or if the grievant shall reject the decision of the Board of Education, the grievant shall be free to pursue such litigation or statutory remedy as the law may provide.

## MISCELLANEOUS PROVISIONS

A. The employee will be informed that the time limits set forth in this policy may be modified or extended if mutually agreed by the employee, or his/her designated representative and the District. If either party wishes to change the timeline set forth in this policy, the party will request the modification(s) from the other party and both parties will be required to agree to the modification(s). The grievance officer will issue a letter of understanding to the parties outlining the modified timeline.

B. No person shall suffer recrimination or discrimination because of participation in this grievance procedure.

C. Employees shall be free to testify regarding any grievance filed hereunder.

D. Confidentiality will be observed pending resolution of the grievance.

E. The grievant may be accompanied by a representative of his/her choice in all stages of these proceedings.

F. Records of all grievances will be maintained by the District grievance officer. The records will be kept in a separate and confidential file as required by District policy DP367—District Records Management. Information regarding grievances will be classified as private.

SUBJECT: Orderly Termination Procedures—Certificated

### **I. Board Policy**

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 Act outlined in Utah Code §53A-8-101 to 107.

### **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 certificated 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 certificated 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 Certificated Personnel. Career educators have expectations of continued employment and can only be terminated for cause, declining enrollment, or reduction in funding.
- B. Provisional Educator: Any 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 Certificated 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.
- D. "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.
- E. Educator: All certificated personnel as defined above.

### **III. Administration Policy**

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:

#### Guidelines

## A. 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. Insubordination, which includes an act of serious insubordination, repeated acts of insubordination, or a pattern of insubordinate behavior.
  - c. Incompetence.
  - d. Mental or physical incapacity.
  - e. The need to reduce staff size due to a drop in student enrollment, program or service discontinuance, a shortage of anticipated revenue after the budget has been adopted, or school consolidation.
  - f. Conviction of a felony or misdemeanor involving moral turpitude.
  - g. Conduct which may be harmful to students or the District.
  - h. Improper or unlawful physical contact with students.
  - i. Repeated violation of District policy.
  - j. Unprofessional conduct not characteristic of or befitting a Jordan District educator.
  - k. Unsatisfactory compliance with terms of probation (see District policy DP313—Provisional and Probationary Certificated Personnel).
    - l. Any reason that the District in its sole discretion deems reasonable and appropriate (applies to provisional employees only).
  - m. Performance, attitude, or other employment attribute which is substantially below the performance reasonably expected from other educators having similar responsibilities and duties as determined by District policy DP311—Evaluation for Certificated Personnel.
2. The District may determine not to issue a contract to any educator whose status is "Provisional," as defined under District policy DP313—Provisional or Probationary Certificated Personnel.

## B. 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 Reprimand: Written reprimand is issued by the immediate supervisor or District Administration which warns the employee that adverse employee actions 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.
3. 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 District Policy DP311—Evaluation of Certificated 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.
  4. 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.
    - 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.
  5. 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

#### C. 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 k.
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.

#### D. 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 and services of school personnel.

#### E. 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 two (2) months before the end of the contract term.
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 hearing shall be scheduled at intervals of ten (10) days.
  - b. A recommendation shall be required from the hearing examiner within ten (10) days of the date of the hearing.
4. The career educator 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.
6. The notice shall be delivered to the career educator personally or sent by certified mail to the educator's last-known address.

F. PROCEDURES WHEN PROVISIONAL CONTRACT WILL NOT BE ISSUED

1. Provisional educators, as defined under District policy DP313—Provisional and Probationary Certificated 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. 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 sixty (60) days prior to the end of the current school year.
  - 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 G 1. d.).

G. 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 at least 15 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 include a date that the individual must notify the district to begin the appeal process. This date must be no sooner than ten (10) days after the termination date. The 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) days whenever possible.

(2) A recommendation shall be required from the hearing examiner within ten (10) 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. 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 certificated 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 fifteen (15) 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.

3. HEARING CANCELLED

- a. If a hearing is cancelled 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.

4. APPOINTMENT OF HEARING EXAMINER

- a. The cost of services of the hearing examiner shall be equally shared by the District and the educator or the organization representing the educator.
- b. JEA 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.

5. 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) days before the scheduled hearing.
- d. The hearing shall be conducted informally, and the rules of evidence used in courts of law need not be strictly observed.
- 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.

6. HEARING EXAMINER'S DECISION

- a. After hearing all of the evidence, the hearing examiner may render an oral decision immediately following the conclusion of the proceeding. The hearing examiner shall within ten (10) 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 examiner, 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 educator's representative, if any.

7. REQUEST FOR BOARD REVIEW

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

8. BOARD REVIEW NOT REQUESTED OR DECISION FAVORS EDUCATOR

- a. If a request for review is not received or if the decision of the hearing examiner is in favor of the educator, the Board shall determine whether or not to adopt the decision of the hearing examiner.
- b. If the Board adopts the decision of the hearing examiner, the findings of fact prepared by the hearing examiner, 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 examiner, the Board shall review the matter based upon the record made in the hearing before the hearing examiner, 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.

9. BOARD DECISION

- a. Within five (5) days of receiving the hearing examiner'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 examiner. 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.

10. FINALITY

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

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

12. 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.

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SUBJECT: Orderly Termination Procedure—Administrators

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## **I. Board Policy**

The Board recognizes the need to provide orderly procedures for termination of Jordan School District administrators, and delegates to the District Administration responsibility for establishing such procedures in accordance with the Utah Orderly School Termination Procedures Act outlined in Utah Code §53A-8-101 to 107.

## **II. Definitions**

A. Administrator: An administrator is a certificated employee, other than the Superintendent of Schools, who holds an administrative position requiring a valid certificate issued by the State Board of Education. Administrators have expectations of continued employment and can only be terminated for cause, declining enrollment, or reduction in funding.

B. Probationary Administrator: Any administrator employed by the District who has been advised by the district that his/her performance is inadequate and has been placed on probation.

## **III. Administration Policy**

Procedures for nonrenewal and termination of an administrator's contract during the contract term shall be administered according to the following guidelines:

### Guidelines

#### A. Causes for Contractual Nonrenewal

1. The District may determine not to renew the contract of an administrator for any of the following reasons:

- a. Immorality.
- b. Insubordination which includes an act of serious insubordination, repeated acts of insubordination, or a pattern of insubordinate behavior.
- c. Incompetence.
- d. Mental or physical incapacity.
- e. The need to reduce staff size due to a drop in student enrollment, program or service discontinuance, a shortage of anticipated revenue after the budget has been adopted, or school consolidation.
- f. Conviction of a felony or misdemeanor involving moral turpitude.
- g. Conduct which may be harmful to students or the District.
- h. Improper or unlawful physical contact with students.
- i. Violation of District policy.
- j. Unprofessional conduct not characteristic of or befitting a Jordan District administrator.
- k. Unsatisfactory compliance with terms of probation. (See Provisional or

## Probationary Personnel, Policy DP313)

1. Performance or attitude which is substantially below what is reasonably expected of other administrators having similar responsibilities and duties as determined by District Policy DP311A--Evaluation of Administrators.

### B. Causes for Contract Termination

1. The District may terminate the employment of any administrator during the term of the administrator's contract for any of the reasons listed above.

2. The District may terminate the employment of any administrator during the term of the administrator's contract for any act, failure to act, or conduct which constitutes a breach of the administrator's employment contract.

### C. Procedures when Renewal of the Contract of an Administrator is in Question

1. When continued employment of an administrator is in question, the administrator 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 administrator shall be provided an opportunity to correct the deficiencies which are causing continued employment to be in question. Assistance may be granted the administrator to correct the deficiencies including informal conferences and services of school and/or district personnel.

c. The administrator is responsible for improving performance by demonstrating acceptable levels of improvement in the designated areas of deficiencies.

d. Where acceptable levels of improvement in designated areas of deficiencies cannot be documented through an informal as well as formal evaluation process, the Superintendent of Schools may reassign the administrator to a position commensurate with his/her certification and endorsement(s).

### D. Procedures When the Contract of an Administrator Will Not Be Renewed

1. When the contract of an administrator will not be renewed, the administrator shall be notified in writing at least two (2) months before the end of the contract term.

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) days.

b. A recommendation shall be required from the hearing examiner within ten (10) days of the date of the hearing.

4. The administrator shall be notified of the right to have the conference and hearings scheduled. If the administrator elects not to attend, the dates will be cancelled.

5. The administrator shall be informed of the right to be represented at the hearing(s) by a representative of his/her choice.

6. The notice shall be delivered to the administrator personally or sent by certified mail to the administrator's last-known address.

### E. Procedures for Termination During Contract Term

#### 1. Notice

a. When an administrator is to be terminated during a contract term, the District shall notify the administrator 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 at least 15 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 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.

(1) The hearings shall be scheduled at intervals of ten (10) days.

(2) A recommendation shall be required from the hearing examiner within ten (10) days of the date of the hearing.

e. The administrator shall be notified of the right to have the conference and hearings scheduled. If the administrator elects not to request an informal conference and/or hearing, the dates will be cancelled.

f. The administrator shall be informed of the right to be represented at the hearing(s) by a representative of his/her choice.

## 2. Continued Administrator Service

a. After notice of termination, the administrator, at the option of the superintendent, may remain on the job, be reassigned to another certificated 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 administrator shall be suspended with pay pending termination. No more than fifteen (15) days of salary shall be provided to administrators who are on suspension.

(1) The District shall notify the administrator 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.

## 3. Hearing Cancelled

a. If a hearing is cancelled by the administrator, 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.

## 4. Appointment of Hearing Examiner

a. On or before July 1, the Superintendent and designated Administrators shall mutually agree upon a pool of eight (8) impartial hearing examiners, four (4) shall be submitted by the Superintendent and four (4) by the Administrators.

b. The procedure for selecting a hearing examiner for a specific hearing shall be as follows: The Administrators and the Superintendent shall each choose two names from the pool of hearing examiners. If there is one name chosen in common, that hearing examiner shall be first on the list. The remaining names shall be drawn at random and placed on the list in the order drawn. If there are no names chosen in common, all of names shall be drawn at random and placed on the list according to the order of the draw. The hearing examiners shall then be called in the order they appear on the list until one is found that is available for the day of the hearing.

c. The cost of services of the hearing examiner shall be equally shared by the District and the administrator or the organization representing the administrator.

## 5. Conduct of the Hearing

a. The administrator 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 a list of witnesses and documentary evidence at least two (2) days before the scheduled hearing.

d. The hearing shall be conducted informally, and the rules of evidence used in

courts of law need not be strictly observed.

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.

#### 6. Hearing Examiner's Decision

a. After hearing all of the evidence, the hearing examiner may render an oral decision immediately following the conclusion of the proceeding. The hearing examiner, shall within ten (10) 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 examiner, together with the findings of fact, shall be sent by certified mail to the administrator's last known address. A copy shall be mailed to the administrator's representative, if any.

#### 7. Request for Board Review

a. The administrator shall have the right to request a Board review of the decision of the hearing examiner.

b. A written request for a Board review must be received by the President of the Board of Education within ten (10) days of the date the hearing examiner's decision is postmarked.

c. The Board review shall be upon the record made in the hearing before the hearing examiner, except that the Board may, at its discretion, hear additional testimony or argument.

#### 8. Board Review Not Requested or Decision Favors Administrator

a. If a request for review is not received or if the decision of the hearing examiner is in favor of the administrator, the Board shall determine whether or not to adopt the decision of the hearing examiner.

b. If the Board adopts the decision of the hearing examiner, the findings of fact prepared by the hearing examiner, if any, shall be deemed the findings of fact made by the Board. The District shall notify the administrator of the Board's decision by certified mail.

c. If the Board determines not to adopt the decision of the hearing examiner, the Board shall review the matter based upon the record made in the hearing before the hearing examiner, except that the Board, at its discretion, may hear additional testimony or argument.

(1) The administration will notify the administrator if the Board determines to hear additional testimony or argument.

#### 9. Board Decision

a. Within five (5) days of receiving the hearing examiner'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 examiner.

c. The administrator shall be notified of the decision of the Board and the findings of fact by certified mail addressed to the administrator's last known address. A copy shall be sent to the administrator's representative, if any.

#### 10. Finality

a. The decision of the Board in all cases is final.

b. A rehearing shall not be allowed.

#### 11. 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 Board, the findings of fact of the Board, and the record of the hearing before the hearing examiner or Board or both.

12. Restoration of Records and Benefits

a. If the final decision is made in favor of the administrator, the charge(s) shall be expunged from the administrator'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 administrator, the administrator shall be reimbursed for salary and benefits lost during suspension, if any.

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SUBJECT: Orderly Termination Procedures—Classified

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**I. Board Policy**

The Board recognizes the need to provide orderly procedures for termination of Jordan School District classified personnel, and delegates to the District Administration responsibility for establishing such procedures in accordance with the Utah Orderly School Termination Procedures Act outlined in Utah Code §53A-8-101 to 107.

**II. Definitions**

For purposes of this policy, the term classified refers to an employee whose primary duties relate to the support of the educational function of the District.

A. Career Employee: An employee of the District who has obtained a reasonable expectation of continued employment based upon §53A-8-106, and has completed one year as a provisional employee.

B. Provisional Employee: An employee of the District who has completed less than one full year of continuous employment and has not been designated as a temporary employee.

C. Probationary Employee: Any career employee who has been advised in writing by the District that his/her performance is inadequate and in need of improvement and has been placed on probation.

D. Temporary Employee: A classified employee who is employed by the District on a temporary basis. Temporary employees serve “at will” and have no expectation of continued employment beyond their initial contract with the District. Temporary employees do not have the right to due process as defined by UCA §53-A-8-101 to 107. Temporary employees include, but are not necessarily limited to the following:

1. Employees hired under contracts for one (1) year only or for less than (1) year.
2. Employees whose positions are funded by state or federal grants that are allocated for one (1) year only or for less than one (1) year.

**III. Administration Policy**

Procedures for nonrenewal and termination of a career or provisional classified employee’s contract during the contract term shall be administered according to the following guidelines:

Guidelines

A. When an employment action is to take place, the employee must be informed that a representative from the JCPA may attend the probation/termination conference at the

employee's request. The supervisor may also request that a representative from Human Resources attend the conference.

## B. Causes for Contract Nonrenewal

1. The District may determine not to renew the contract of a classified employee for any of the following reasons:

- a. Immorality.
- b. Insubordination, which includes an act of serious insubordination, repeated acts of insubordination, or a pattern of insubordinate behavior.
- c. Incompetence.
- d. Mental or physical incapacity.
- e. The need to reduce staff size due to a drop in student enrollment, program or service discontinuance, a shortage of anticipated revenue after the budget has been adopted, or school consolidation. (See DP348 NEG or DP349 NEG)
- f. Conviction of a felony or misdemeanor involving moral turpitude.
- g. Conduct which may be harmful to students or the District.
- h. Improper or unlawful physical contact with students.
- i. Repeated violation of District policy.
- j. Unprofessional conduct not characteristic of or befitting a Jordan District employee.
- k. Unsatisfactory compliance with terms of probation (see Provisional or Probationary Personnel, Policy DP314 NEG).

l. Any reason that the District in its sole discretion deems reasonable and appropriate (applies to provisional employees only).

m. Performance, attitude, or other employment attribute which is substantially below the performance reasonably expected from other educators having similar responsibilities and duties as determined by District policy DP312—Evaluation for Classified Personnel.

2. The District may determine not to issue a contract to any classified employee whose status is "Provisional," as defined under policy DP314 NEG—Provisional or Probationary Classified Personnel.

3. Prior to an employment action (probation/termination), the employee must be notified of the right to representation by the JCPA or another agent of his/her choice. A copy of the probation/termination report shall be placed in the employee's file at the District Office.

## C. 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 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.

3. 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 DP314 NEG—Provisional and Probational Classified Personnel.

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.

4. 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 an employee shall not in any way prejudice the right of the District to proceed with other action, including termination for cause, at a later date.

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

#### D. Causes for Contract Termination

1. The District may terminate the employment of any classified employee during the term of the employee's contract for any of the reasons listed above under Guideline B, items a. through m.

2. The District may terminate the employment of any classified employee during the term of the employee's contract for any act, failure to act, or conduct which constitutes a breach of the classified employee's employment contract.

#### E. Procedures when Renewal of the Contract of a Career Classified Employee is in Question

1. When continued employment of a career classified employee is in question, the career classified employee 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 classified employee shall be provided an opportunity to correct the deficiencies which are causing continued employment to be in question. Assistance may be granted the classified employee to correct the deficiencies including informal conferences and services of school personnel.

#### F. Procedures when the Contract of a Career Classified Employee will not be Renewed

1. When the contract of a career classified employee will not be renewed, the career classified employee shall be notified in writing at least two (2) months before the end of the contract term.

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) days.

b. A recommendation shall be required from the hearing officer within ten (10) days of the date of the hearing.

4. The career classified employee shall be notified of the right to have the conference

and hearings scheduled. If the classified employee elects not to attend, the dates will be canceled.

5. The career classified employee shall be informed of the right to be represented at the hearing by a representative of his/her choice.

6. The notice shall be delivered to the career classified employee personally or sent by certified mail to the classified employee's last-known address.

#### G. Procedures when Provisional Contract will not be Renewed

1. Provisional classified employees, as defined under policy DP314, 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.

2. When the District determines not to renew a contract of a provisional classified employee, the classified employee shall be notified in writing at least sixty (60) days prior to the end of their first 12 months of employment.

#### H. Procedures for Termination During Contact Term

##### 1. Notice

a. When a classified employee is to be terminated during a contract term, the District shall notify the classified employee in writing of the intent to terminate. The employee will also be informed in writing that the timeline for the informal conference and/or a hearing procedures as referenced in this policy may be modified or extended. If there is a compelling reason to modify the timeline for the informal conference and/or hearing procedures as references in this policy, either party may request the modification(s) from the other party in writing and both parties will be required to agree to the modification(s). The District will issue a letter of understanding to both parties outlining the modified timeline. In any case, no longer than fifteen (15) days of pay may be offered beyond termination notification.

b. The notice shall be delivered to the individual personally or sent by certified mail to the individual's last-known address at least 15 days prior to the proposed date of termination. Pay will not continue beyond the 15 days termination notification.

c. The notice shall state the date of termination and set forth the reasons for termination.

d. The process includes the right to an informal conference, the right to a hearing before an independent hearing officer. Only the decision of a hearing officer may be appealed to the Board of Education.

e. The informal conference shall be conducted under the direction of the grievance officer and up to two other individuals of the grievance officer's choice.

f. The informal conference will be conducted within ten (10) working days after the receipt of the request for the conference.

g. The classified employee may be accompanied by a representative of his/her choice.

h. The classified employee may present verbal or documentary evidence.

i. The grievance officer shall issue a written report setting forth his/her findings and recommendations within five (5) working days after the conclusion of the conference.

j. If the informal conference has been held and no written report has been issued within the time limits set forth in item 5 above, or if the classified employee or the District rejects the recommendation of the grievance officer, either party may exercise their right to proceed with a hearing before independent hearing officer. All hearings, shall be scheduled within ten (10) working days after the informal conference report has been received from the grievance officer whenever possible.

k. The notice shall also inform the individual of the right to be represented at the

hearing(s) by a representative of his/her choice.

## 2. Hearing Canceled

a. If a hearing is canceled by the classified employee, 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.

## 3. Appointment of Hearing Officer

a. On or before July 1, the Superintendent and the organization referred to in the Classified Employee Group Contract shall mutually agree upon a list of eight (8) hearing officers; four (4) shall be submitted by the Superintendent and four (4) by the Jordan Classified Professional Association.

b. When the services of a hearing officer are required, the cost shall be equally shared by the District and the individual.

c. The individual or his/her designee and the superintendent or designee shall each choose two names from the pool of hearing officers. If there is one name chosen in common, that hearing officer shall be first on the list. The remaining names shall be drawn at random and placed on the list in the order drawn. If there are no names chosen in common, all of the names shall be drawn at random and placed on the list according to the order of the draw. The hearing officer shall then be called in the order they appear on the list until one is found that is available for the day of the hearing.

## 4. Conduct of the Hearing

a. The classified employee has the right to representation 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 a list of witnesses and documentary evidence at least two (2) days before the scheduled hearing.

d. The hearing shall be conducted informally, and the rules of evidence used in courts of law need not be strictly observed.

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.

## 5. Hearing Officer

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) 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 employee's last known address. A copy shall be mailed to the employee's representative, if any.

## 6. Request for Board Review of a Hearing Officer Decision

a. The classified employee 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) 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.

## 7. Board Review not Requested or Decision Favors Classified Employee

a. If a request for review is not received, or if the decision of the hearing officer is in favor of the classified employee, 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 classified employee 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 classified employee if the Board determines to hear additional testimony or argument.

#### 8. Board Decision

a. Within five (5) 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.

c. The classified employee shall be notified of the decision of the Board and the findings of fact by certified mail addressed to the employee's last known address. A copy shall be sent to the employee's representative, if any.

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

b. A rehearing shall not be allowed. (Note: The decision of the hearing panel cannot be appealed to the Board of Education.)

c. The decision of the Board in all cases is final.

#### 10. Restoration of Records and Benefits

a. If the final decision is made in favor of the employee, the charge(s) shall be expunged from the employee'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 employee, the employee shall be reimbursed for salary and benefits lost during suspension, if any.

SUBJECT: Long-Term Disability Insurance

**I. Board Policy**

The Board recognizes the need for employees to protect themselves against long-term injury and illness. A long-term disability policy will be available to eligible employees who desire to participate in such a program. The Board will pay the premium as agreed upon for each contract period. Appropriate application must be made by the employee.

**II. Administration Policy**

The long-term disability policy will be implemented according to the following guidelines:

Guidelines

A. Those employees who qualify for long-term disability will move to long-term disability after 180 calendar days (including summer months). Employees on long-term disability whose sick leave accumulation has not been depleted will be paid the difference between their long-term disability benefit and their regular pay until their sick leave is depleted. (Employees on long-term disability are not eligible for Sick Bank days.) Employees on sick leave are expected to make application to the insurance carrier to begin the qualifying process at least two months prior to their qualifying period and transition into long-term disability according to the situation as it applies to the employee's status.

B. At such time as an employee becomes eligible for and transitions to long-term disability benefits and all accumulated sick leave is depleted, and the employee is no longer able to perform an essential job function with or without reasonable accommodation, his/her employment with the District will be terminated.

1. The District will continue to pay the District's portion of the premium costs for medical and life insurance benefits for up to two years or the duration of the disability, whichever is less.

2. Members of the Utah Retirement System will continue to accrue retirement service and salary credits for the duration of the time that the employee is on long-term disability, as per the District's Utah State Retirement Benefit Contract.

C. When an employee terminated under this policy is released by his/her physician as fully able to perform all essential job functions with or without reasonable accommodation, the employee may reapply and be considered with all other applicants for positions for which he/she is qualified. If the former employee is rehired within two calendar years of the termination date, he/she will be treated as if returning from a leave of absence with all rights and benefits restored. This will include, but not be limited to, continuing contract status, eligibility for the career ladder program, sick leave benefits, etc.

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SUBJECT: Resignations—Certificated

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**I. Board Policy**

The Board recognizes that, under extenuating circumstances, an employee of the District may request termination of his/her contract, that the appropriate office of the District may request the termination of a contract, and that by mutual agreement between the District and the employee, an employee's contract may be terminated.

**II. Administration Policy**

Proper notice of resignation in writing shall be submitted through the school principal to the Superintendent and the Board. This notice shall be filed with the Human Resources Department. The resignation policy shall be administered in accordance with the following provisions:

Guidelines

- A. Employees are expected to adhere to the conditions of the contract until it has been terminated legally or by mutual consent.
- B. The employee may be released from the contract at any time for reasons such as maternity or adoption of a child, transfer of spouse, military service, illness, etc.
- C. When requesting contract termination, certificated personnel must give at least thirty (30) days written notice. Failure to give such notice will result in an assessment of \$500 to be deducted from the last paycheck and may result in attachment of a letter that precludes future employment with the District.
- D. Employees resigning during the contract year will be assessed the costs of a long-term substitute for any leave days used during the last thirty (30) days of their employment.

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SUBJECT: Resignations—Classified

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**I. Board Policy**

The Board recognizes that, under extenuating circumstances, an employee of the District may request termination of his/her contract, that the appropriate office of the District may request the termination of a contract, and that by mutual agreement between the District and the employee, an employee's contract may be terminated.

**II. Administration Policy**

Proper notice of resignation in writing shall be submitted through the school principal to the superintendent and the Board. This notice shall be filed with the Human Resources Department. The resignation policy shall be administered in accordance with the following provisions:

Guidelines

- A. Employees are expected to adhere to the conditions of the contract until it has been terminated legally or by mutual consent.
- B. The employee may be released from the contract at any time for reasons such as maternity or adoption of a child, transfer of spouse, military service, illness, etc.
- C. Classified personnel shall be required to give two weeks' notice of resignation.

SUBJECT: Retirement—Certificated

**I. Board Policy**

It is the intent of the Board to comply with the Age Discrimination in Employment Amendments of 1986 (P.L. No. 99-592). An employee's age shall not be a factor in determining separation from employment.

**II. Administration Policy**

The District Administration shall administer this policy for employees who retire from the District under the provisions of the Utah State Retirement Act in accordance with the following guidelines:

Guidelines

A. Notification of intent to retire

1. Employees who plan to retire must provide at least a 30-day notice to the Human Resources Department to facilitate an appropriate time to hire a replacement for the the position being vacated. Failure to do so will result in a \$300 penalty and a letter of unprofessional conduct placed in their personnel file.
2. Employees qualifying for the early retirement provisions of the Utah State Retirement Act (Reference: Section 6-2-28) should give appropriate notification to the District and are encouraged to retire at the end of the year covered by the current contract.
3. A request for early retirement may be initiated by the employee or the Administration.
4. The Director of Payroll or his/her designee shall provide assistance to retiring District employees with their District retirement benefits. Application for State retirement benefits should be coordinated through the Utah Retirement System.

B. Sick and personal leave bonus

Eligible employees will be paid for unused sick, personal leave days, and alternative leave days at the time of retirement based on 25 percent of the employee's current lane and step using the standard 184-day contract (C salary schedule).

1. Total eligible days will be computed at the rate of one (1) day per basic contract month from the date of continuous employment in the District; i.e., 9 days per year for 9-month employees, 11 days per year for 11-month employees, and 12 days per year for 12-month employees.
2. Sick days used, including sick bank days used, during the above period of time will be subtracted from the total possible accumulation. Emergency days used between July 1, 1993 and July 1, 1997, are also subtracted from the total accumulation.
3. The maximum benefit is 180 days for 9-month employees, 220 days for 11-month employees, and 240 days for 12-month employees.
4. Additional days will be added to this maximum benefit at the rate of two (2) days for each year that no more than one (1) day of sick leave was used, including days deducted for



sick leave bank.

5. Additional days will be added to this maximum benefit according to Policies DP370 NEG— Alternative Leave Day, Certificated, and DP335 NEG—Personal Leave, Certificated.

6. Retirees with 25 years of service with the Utah State Retirement System have the option of authorizing the District to use the sick and personal leave bonus and the \$75 per year service award to purchase additional service credit for the employee through the State Retirement System. Compensation used to purchase service credit is not reported as income to the employee. (See Senate Bill 34, passed by the State Legislature in 1995.)

Note: This formula for retirement benefit has no relationship to the amount of available eligible sick leave days shown on the Time and Attendance Report or on the employee's check stub.

C. Employees who qualify for retirement under the provisions of the Utah State Retirement System will be paid \$75 for each year of service in Jordan School District at the time they retire.

D. Insurance benefits for retirees

1. Health and life insurance

a. The Board shall pay the premium for group health and life insurance benefits for full-time employees (7 or 8 hours per day).

b. Employees who work fewer than 4 hours per day are not eligible for insurance benefits.

c. The duration of insurance benefits following retirement will be based on total years of full-time service in Jordan School District. Years of service will be calculated on full-time equivalents; e.g., 2 years of half-time service equal 1 year of full-time service.

d. Beginning at the date of retirement, insurance benefits (health and life) shall be maintained according to the schedule below. The effective date of the health and accident retirement schedule is the first day of the month following the retirement date.

Equivalent Full-time	Years Insurance Coverage
10 - 3 years	(36 months)
15 - 3.5 years	(42 months)
20 - 4 years	(48 months)
25 - 5 years	(60 months)
30 - 6 years	(72 months)
35 - 7 years	(84 months)

e. Benefits for part-time certificated employees (fewer than 7 hours per day) shall be based on full-time equivalent (FTE) years of service determined by the hours worked per day times the years of service divided by 7.

Example for calculating FTE for a part-time employee who worked 4.5 hours per day for 15 years, 6 hours per day for 5 years, and 7 hours per day for 5 years:

$$4.5 \times 15 = 67.5$$

$$6.0 \times 5 = 30.0$$

$$7.0 \times 5 = 35.0$$

$$132.5 \text{ divided by } 7 = 18.93 \text{ FTE years.}$$

Note: partial years are not rounded.

f. Employees who retire at the end of the contract year shall be covered under their regular contract insurance plan through Aug. 31. Retirement insurance benefits shall commence on Sept. 1 and continue for the number of years indicated by the schedule in item d. above.

## 2. District insurance benefits for retirees covered under Medicare

Three months before the retiree becomes eligible for Medicare coverage, an assessment will be made to determine the number of months of District insurance eligibility the retiree will have remaining when the retiree transfers from the District's group plan to Medicare. The following two options are available:

Option 1: Enroll in the District group supplemental insurance plan for the remaining months of eligibility and the dependents, if any, will be offered COBRA.

Option 2: Waive supplemental insurance. The number of remaining eligible months will include those months waived (i.e., spouse is still an active employee).

Examples of Options 1 and 2:

Option 1: 10 eligible months = supplemental insurance

Option 2: 10 eligible months = waive 6 months, enroll 4 months

## 3. Insurance benefits for retirees enrolled in COBRA

Continuation of coverage under COBRA shall run concurrently with the medical coverage provided under this policy. Dependents will be offered COBRA at the time of group coverage loss.

### 4. Continuing insurance benefits after eligibility has expired

a. Retirees who are not eligible for Medicare and who have exhausted their District insurance benefits may purchase insurance through the District's group insurance program.

(1) The premium will be set at 110% of the current group rate premium.

(2) The premium will be reassessed every year and shall be adjusted to reflect group rate premiums.

(3) Dependents will be offered COBRA at the time of group coverage loss.

5. All District insurance benefits terminate at the time of the retiree's death.

## III. Post Retirement

If an employee has retired under the Utah State Retirement Act and desires to be rehired, they must meet the provisions of Title 49 of the Utah Code, effective March 16, 2000:

A. A person who has previously retired from one of the State Retirement Systems and returns to work full-time for the same employer within six months of retirement shall (a) cancel the retirement benefit and return to membership in the retirement system and (b) accrue additional service credit toward a future retirement. A retired employee under age 65 who returns to work less than full-time within six months of retiring is subject to an earnings limitation.

B. A person who retires and returns to work as in (A) above after six months from the date of retirement may keep the retirement benefit as well as the salary. In this case, a person rehired after six months of retirement shall also have a contribution to a URS defined contribution (DC) plan made for them in the same amount as the employer contributes for similar positions.

C. Individuals whose retirement exceeds six months must make application to Jordan School District and they will then be placed on the candidate list for potential openings.

D. The guidelines that are used to determine the salary placement for work experience outside Jordan School District will be used to determine salary placement for all employees who have retired and are then rehired.

E. Insurance benefits for a person who retires and returns to work after six months will run concurrent with the benefits earned through retirement.

F. Employees who have retired and are then rehired after six months must serve one year as a provisional employee and all policies regarding provisional status must be followed.

G. Retired employees who are rehired are subject to the provisions of the Utah State Retirement Act, and are, therefore, ineligible to earn a second early retirement from Jordan School District.

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SUBJECT: Retirement—Classified

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**I. Board Policy**

It is the intent of the Board to comply with the Age Discrimination in Employment Amendments of 1986 (P.L. No. 99-592). An employee's age shall not be a factor in determining separation from employment.

**II. Administration Policy**

The District Administration shall administer this policy for employees who retire from the District under the provisions of the Utah State Retirement Act in accordance with the following guidelines:

Guidelines

A. Notification of intent to retire

- 1 . Employees who plan to retire are encouraged to provide appropriate notice to the Human Resources Department to facilitate an appropriate replacement for the position being vacated.
2. Employees qualifying for the early retirement provisions of the Utah State Retirement Act (Reference: Section 6-2-28) should give appropriate notification to the District and are encouraged to retire at the end of the year covered by the current contract.
- 3 . A request for early retirement may be initiated by the employee or the Administration.
4. The Executive Director of Human Resources shall provide assistance to retiring District employees in making written application for retirement benefits to the retirement office.

B. Sick and personal leave bonus

Eligible employees will be paid for unused sick, personal leave days, and alternative leave days at the time of retirement based on 30 percent of the employee's contract salary according to the following guidelines:

1. Daily rate at time of retirement is used for figuring value of unused sick leave.
2. Total eligible sick days will be computed at the rate of one (1) day per basic contract month FROM the date of continuous employment in the District; i.e., 9 days per year for 9-month employees, 10 days per year for 10-month employees, 11 days per year for 11-month employees, and 12 days per year for 12-month employees.
- 3 . Sick days, including sick bank and family health days used, during the above period of time will be subtracted FROM the total possible accumulation. Emergency days used between July 1, 1993, and July 1, 1997, are also subtracted from the total accumulation.
- 4 . The maximum benefit is 180 days for 9-month employees, 200 days for 10-month

employees, 220 days for 11-month employees, and 240 days for 12-month employees,

5. Additional days will be added to this maximum benefit at the rate of two (2) days for each year that no more than one (1) day of sick leave was used, including days deducted for sick bank.

6. Additional days will be added to this maximum benefit according to Policies DP370B NEG—Alternative Leave Day, Classified, and DP335B NEG—Personal Leave, Classified.

7. Retirees with 25 years of service with the Utah Retirement System have the option of authorizing the District to use the sick leave bonus and \$75 per year service award to purchase additional service credit for the employee through the State Retirement System. Salary used to purchase service credit does not appear as employee income. (See Senate Bill 34, passed by the State Legislature in 1995.)

Note: This formula for retirement benefit has no relationship to the amount of available eligible sick leave days shown on the Time and Attendance Report or on the employee's check stub.

C. Employees who qualify for retirement under the provisions of the Utah State Retirement System will be paid \$75 for each year of service in Jordan School District at the time they retire.

#### D. Insurance benefits for retirees

##### 1. Health and accident insurance

a. The Board shall pay the premium for group health and life insurance benefits for retirees based on full-time equivalent years of service.

b. Employees who work fewer than 4 hours per day are not eligible for insurance benefits.

c. The duration of insurance benefits following retirement will be based on total years of full-time service in Jordan School District. Years of service will be calculated on full-time equivalents; e.g., 2 years of half-time service equal 1 year of full-time service.

d. Beginning at the date of retirement, insurance benefits (health and life) shall be maintained according to the schedule below. The effective date of the health and accident retirement schedule is the first day of the month following the retirement date.

##### Full-time Equivalent Years Insurance Coverage

10 - 3 years (36 months)

15 - 3.5 years (42 months)

20 - 4 years (48 months)

25 - 5 years (60 months)

30 - 6 years (72 months)

35 - 7 years (84 months)

e. Benefits for part-time classified employees (fewer than 7 hours per day) shall be based on full-time equivalent (FTE) years of service determined by the hours worked per day times the years of service divided by 7.

Example for calculating FTE for a part-time employee who worked 4.5 hours per day for 15 years, 6 hours per day for 5 years, and 7 hours per day for 5 years:

$$4.5 \times 15 = 67.5$$

$$6.0 \times 5 = 30.0$$

$$7.0 \times 5 = 35.0$$

$$132.5 \text{ divided by } 7 = 18.93 \text{ FTE years.}$$

Note: partial years are not rounded.

f. Employees who retire at the end of the contract year shall be covered under their regular contract insurance plan through Aug. 31. Retirement insurance benefits shall commence on Sept. 1 and continue for the number of years indicated by the schedule in

item e. above.

2. District insurance benefits for retirees covered under Medicare

a. Three months before the retiree becomes eligible for Medicare coverage, an assessment will be made to determine the number of months of District insurance eligibility the retiree will have remaining when the retiree transfers from the District's group plan to Medicare. The following two options are available:

Option 1: Enroll in the District group supplemental insurance plan for the remaining months of eligibility and the dependents, if any, will be offered COBRA.

Option 2: Waive supplemental insurance. The number of remaining eligible months will include those months waived (i.e., spouse is still an active employee).

Examples of Options 1 and 2:

Option 1: 10 eligible months = supplemental insurance

Option 2: 10 eligible months = waive 6 months, enroll 4 months

3. Insurance benefits for retirees enrolled in COBRA

Continuation of coverage for the retiree under COBRA shall run concurrently with the medical coverage provided under this policy. Dependents will be offered COBRA at the time of group coverage loss.

E. Continuing insurance benefits after eligibility has expired

Retirees who are not eligible for Medicare and who have exhausted their District insurance

benefits may purchase insurance through the District's group insurance program.

(1) The premium will be set at 110% of the current group rate premium.

(2) The premium will be reassessed every year and may be adjusted upward if the group rate premium increases.

(3) Dependents will be offered COBRA at the time of group coverage loss.

F. All District insurance benefits terminate at the time of the retiree's death.

### III. Post Retirement

If an employee retires under the provisions of the Utah State Retirement Act and desires to be rehired, they must meet the provisions of Title 49 of the Utah Code, effective March 16, 2000:

A. A person who has previously retired from one of the State Retirement Systems and returns to work full-time for the same employer within six months of retirement shall (a) cancel the retirement benefit and return to membership in the retirement system and (b) accrue additional service credit toward a future retirement. A retired employee under age 65 who returns to work less than full-time within six month of retiring is subject to an earnings limitation.

B. A person who retires and returns to work as in (A) above after six months from the date of retirement may keep the retirement benefit as well as the salary. In this case, a person rehired after six months of retirement shall also have a contribution to a URS defined contribution (DC) plan made for them in the same amount as the employer contributes for similar positions.

C. Individuals whose retirement exceeds six months must make application to Jordan School District and they will then be placed on the candidate list for

potential openings.

D. The guidelines that are used to determine the salary placement for work experience outside Jordan School District will be used to determine the salary placement of all employees who have retired and are then rehired.

E. Insurance benefits for a person who retires and returns to work after six months will run concurrent with the benefits earned through retirement.

F. Employees who have retired and are then rehired after six months must serve one year as a provisional employee and all policies regarding provisional status must be followed.

G. Retired employees who are rehired are subject to the provisions of the Utah State Retirement Act, and are, therefore, ineligible to earn a second early retirement from Jordan School District.

SUBJECT: Early Retirement Incentive for Administrators (Voluntary)

**I. Board Policy**

The Board shall provide District administrators an early retirement incentive, and directs the District Administration to administer the program as outlined below.

**II. Administration Policy**

The Administration shall administer the Early Retirement Incentive Program according to the following guidelines:

Guidelines

A. An administrator is eligible for this benefit if:

1. The administrator has a minimum of ten (10) years full-time equivalent service with the District and, at the time of resignation, retires under the provisions of the Utah Retirement Systems. Years of service will be calculated on the full-time equivalents; i.e., 2 years of half-time service equal 1 year of full-time service.

2. The administrator has signed a voluntary early retirement acknowledgment, agreement and waiver to the Age Discrimination in Employment Act (P.L. 101—433) prior to the retirement date of the employee.

B. Each year the retiree will receive a percentage of the difference between Lane A, Step 1, of the teachers' C salary schedule and Lane G, Step 25 of the C salary schedule, plus 10 percent of the difference between the administrator's current salary and the amount on Lane G, Step 25, of the teachers' C salary schedule. The percentages shall be based on Jordan District full-time equivalent service as listed in the following table:

Equivalent Full-time Years	Percentage of the Difference
10 years	28%
15 years	38%
20 years	48%
25 years	53%
30 years	58%

C. This benefit will be paid for a maximum of four (4) years or until the end of the month in which the employee reaches the age for the unreduced Social Security benefit, whichever comes first. An employee retiring during the contract year will be paid monthly commencing the month following the actual retirement date. Employees retiring at the end of the contract year will receive a monthly entitlement commencing with the July 1 pay period.

D. FROM the date of retirement until the end of the first fiscal year of the benefit, the retiree has two additional options:

1. The retiree may receive the monthly benefit payments in a lump sum. A penalty of



3.25 percent shall be imposed to offset the District's loss in interest earnings.

2. The retiree may authorize the District to use the monthly benefit payments to purchase additional service credit for the employee through the State Retirement System. (See Senate Bill 34, passed by the State Legislature in 1995.) A penalty of 3.25 percent shall be imposed to offset the District's loss in interest earnings.

Note: The rate of the penalty shall be examined annually and adjusted as necessary to reflect significant changes in interest rates.

E. If death should occur at any point between actual early retirement and the four-year entitlement, a lump sum death benefit payment still due the retiree will be paid to the designated beneficiary (ies). If a retired administrator dies, insurance coverage will continue for eligible dependents according to the schedule outlined in DP319 NEG—Retirement, Certificated.

SUBJECT: Early Retirement Incentive—Certificated (Voluntary)

**I. Board Policy**

The Board shall provide certificated employees of the District retirement incentive, and directs the District Administration to administer the program as outlined below.

**II. Administration Policy**

The Administration shall administer the retirement program according to the following guidelines:

Guidelines

A. A certificated employee is eligible for this benefit if:

1. The employee has a minimum of ten (10) years full-time equivalent service with the District and, at the time of resignation, retires under the provisions of the Utah Retirement Systems. Years of service will be calculated on the full-time equivalents; i.e., 2 years of half-time service equal 1 year of full-time service.

2. The employee has signed a voluntary retirement acknowledgment agreement and waiver to the Age Discrimination in Employment Act (P.L. 101—433) prior to the retirement date of the employee.

B. Each year the retiree will receive a percentage of the difference between Lane A, Step 1, of the teachers' C salary schedule and that lane and step which the employee is on at the time of retirement. Retirees paid on the B salary schedule shall have their salary placement converted to the full-time equivalent lane and step on the C schedule to calculate this benefit. The percentages shall be based on Jordan District full-time equivalent service, as listed in the following table:

<u>Equivalent Full-time Years</u>	<u>Percentage of the Difference</u>
10 years	28%
15 years	38%
20 years	48%
25 years	53%
30 years	58%

C . Upon retirement, an employee has four options:

1. This benefit will be paid for a maximum of four (4) years or until the month in which the employee reaches the age for the unreduced Social Security benefit, whichever comes first. An employee retiring during the contract year will be paid monthly commencing the month following the actual retirement date. Employees retiring at the end of the contract year will receive a monthly entitlement commencing with the July 1 pay period.

2. The retiree may authorize the District to purchase additional service credit for the employee through the State Retirement System as allowed by the Utah State Retirement

System and Utah State law (See Senate Bill 34 passed by the State Legislature in 1995). The lump sum amount used as to procure retirement credit shall be discounted by the current prime interest rate plus 2 percent for each year to offset the District's loss of interest earnings.

3. The retiree may receive the monthly benefit for the first 12 months in a lump sum payment. The current prime interest rate plus 2 percent will be imposed to offset the District's loss of interest earnings.

4. The retiree may receive the entire early retirement in one lump sum. The lump sum payment will be discounted by the current prime interest rate plus 2 percent for each year to offset the District's loss of interest earnings.

D. Upon death of retiree, a one-time lump sum survivor payment will be made to surviving beneficiary as listed at the time of retirement, unless appropriate changes have occurred. The lump sum payment will be discounted by the current prime interest rate plus 2 percent for each year to offset the District's loss of interest earnings.

NOTE: The prime interest rate shall be examined annually and adjusted as necessary to reflect significant changes in interest rates.

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SUBJECT: Family and Medical Leave Act

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**I. Board Policy**

The District’s Family and Medical Leave policy is designed to comply with the provisions of the Family and Medical Leave Act (FMLA), 29 USC 2601. This law entitles eligible employees to receive up to 12 workweeks of unpaid leave each school year (July 1–June 30) for serious medical conditions. An eligible employee shall be required to use accrued personal leave, family leave, sick leave, and vacation leave, as applicable, prior to the use of leave without pay for the family and medical leave period.

The Board delegates to the Administration responsibility for establishing guidelines for Family and Medical Leave Benefits.

**II. Definitions**

A. An “eligible employee” means any employee who has been employed for at least 12 months by the District and worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of leave.

B. The term “employment benefits” means all benefits provided by the District to its employees such as group life insurance, health insurance, disability insurance, sick leave, personal leave, vacation leave and pension or retirement benefits.

C. The term “eligible family member” means a spouse, son, daughter or parent of the eligible employee.

D. The term “spouse” is defined in accordance with applicable Utah State law.

E. The term “son or daughter” means biological, adopted, or foster child, a stepchild, or a legal ward, or a child of a person standing in loco parentis. A child is: less than 18 years of age; or older than 18 years, but incapable of self-care due to mental or physical disability.

F. The term “parent” means the biological parent of the eligible employee or an individual who stands or stood in loco parentis to an employee when the employee was under 18 or incapable of self-care. This does not include parents-in-law.

G. The term “serious health condition” means an illness, impairment, or physical or mental condition that requires:

1. Inpatient care in a hospital, hospice, or residential medical facility; or
2. Continuing treatment certified as required by a health care provider.

H. The term “health care provider” means:

1. Doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or

2. Any person determined by the secretary of labor to be capable of providing health care services (§29 C.F.R.–825.118); or

3. Any health care provider from whom the District’s group health plan benefits manager will accept medical certification of the evidence of a serious health condition.

### **III. Administration Policy**

The Family and Medical Leave policy shall be administered according to the following guidelines.

#### **A. Entitlement to Leave**

An eligible employee is entitled to 12 workweeks of leave without pay each school year, (July 1–June 30) in the event of any of the following:

1. The birth of a son or daughter of the employee and to care for that son or daughter;
2. The placement of a son or daughter with the employee for adoption or foster care;
3. An eligible family member has a serious health condition; or
4. The employee suffers from a serious health condition that makes the employee unable to perform the essential functions of the employee’s position.

#### **B. Relation to Other Non-Paid Leave**

Any employee who is entitled to unpaid leave under any other District policy shall be limited to the additional weeks of leave necessary to attain the total 12 workweeks of leave provided by this policy.

#### **C. Relation to Other Leave**

The District shall require the employee to use accrued personal leave, family leave, sick leave, and vacation leave, as applicable, before the use of leave without pay for the family and medical leave period. Existing District policy governing appropriate use of sick, personal leave, and vacation days are applicable. If an employee uses accrued compensatory time, that leave time may not be counted against the FMLA leave entitlement. The total family leave period, whether paid or unpaid, shall not exceed 12 workweeks.

#### **D. Foreseeable Leave**

Employees, or an appropriate representative, shall submit a request for family or medical leave 30 days in advance when the need for the leave is foreseeable, or as soon as possible in emergencies.

The District may designate FMLA leave after the fact only:

1. If the reason for leave was previously unknown, provided the reason for leave is made within two business days after the employee's return to work; and
2. The District has preliminarily designated the leave as FMLA pending medical certification.

#### **E. Intermittent Leave**

Leave due to a serious health condition of an employee or eligible family member may be taken intermittently or on a reduced schedule when medically necessary. The employee requesting intermittent leave or leave on a reduced leave schedule for planned medical treatment must develop a schedule with his or her immediate supervisor, and, based on input from the health care provider, meets the District’s needs without unduly disrupting the District’s operation. If an employee requests intermittent leave or leave on a reduced schedule for a foreseeable, planned medical treatment, the District may require the employee to transfer temporarily to an available alternative position with equivalent pay and

benefits that better accommodates recurring periods of leave. The District will make the determination as to whether a position is an equivalent position.

#### F. Required Documentation

The District shall document leave requests which qualify as FMLA leave, and will designate any qualifying leave taken by employees as FMLA leave. All leave qualifying as FMLA leave shall be designated as such and shall be subject to all provisions of this rule. No other leave shall be granted until the employee has exhausted his/her 12-week entitlement under FMLA. The District shall notify the employee in writing of the designation of FMLA within two business days, or as soon as a determination can be made, that the leave requested qualifies as FMLA if the preliminary information is not sufficient to make such determination.

1. Written notice to employees shall include the following information:
  - a. That the leave will be counted against the employee's annual FMLA entitlement,
  - b. Any requirements for the employee to furnish medical certification of a serious health condition and the consequences for not doing so,
  - c. A statement explaining that the employee will be required to exhaust unused personal leave, family leave, sick leave, and vacation leave, as applicable, before going into unpaid leave status,
  - d. Any requirement for the employee to make any premium payments to maintain health benefits and the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis,
  - e. Any requirement for the employee to present a medical release before being restored to employment,
  - f. The employee's right to restoration to the same or an equivalent job upon return from leave,
  - g. The employee's potential liability for payment of health insurance premiums paid by the District during the employee's unpaid FMLA leave if the employee fails to return to work after taking FMLA leave.

#### G. Spouses of Employees Employed by the District

In any case, where both husband and wife are employees of the District and both seek leave under this policy, such leave shall be limited to an aggregate 12 workweeks during any 12-month period if:

1. Leave is sought to care for a newborn daughter or son or the adoption of a daughter or son; or
2. Leave is sought to care for a sick parent.
3. If the leave is requested for either the husband's or the wife's own serious illness or the serious health condition of the couple's son or daughter, the aggregate 12-workweek limitation in the FMLA does not apply.

#### H. Required Medical Certification for Leave

A certificate issued by a health care provider of the eligible employee or the eligible family member must support all requests for leave under this policy.

1. The Certificate: "Medical Certification Statement—Employee's Own Serious Illness" or "Medical Certification Statement for Family Members," shall be provided within 15 days after leave is requested.
2. A certificate is sufficient if it states:
  - a. the date on which the serious health condition commenced.
  - b. the probable duration of the condition
  - c. the appropriate medical facts regarding the condition.

d. a statement that the serious medical condition prevents the employee from performing the essential tasks of the applicable employment position or that it requires the employee to attend and care for an eligible family member.

3. The District may require, at its option and expense, second or third certifications in support of a request for leave.

4. The District shall require recertification of the necessity for the family or medical leave at reasonable intervals, but not more than every 30 days, unless:

a. the employee requests an extension of leave.

b. circumstances described in the previous certification has changed significantly; or

c. the District receives information that casts doubt on the continuing validity of the certification.

#### I. Required Medical Certification for Return

All employees returning from leave caused by a serious health condition shall provide a certificate, "Notice of Intention to Return FROM Family or Medical Leave," issued by a health care provider of the eligible employee.

1. The certificate shall be provided at least seven calendar days before the requested return date.

2. A certificate is sufficient if it states:

a. the employee is medically fit to return to work in the previous position.

b. the appropriate medical facts regarding the employee's fitness to return to work.

c. a statement that the serious medical condition no longer prevents the employee from performing the essential tasks of the position.

3. The District may require, at its option and expense, second or third certification in support of a request to return to work.

#### J. Restoration of the Employee

An employee who takes a leave complying with the provisions of this policy is entitled upon return from leave to:

1. Be restored to the position held by the employee prior to leave; or

2. Be provided an equivalent position in terms of benefits, pay and other terms and conditions of employment.

3. A determination as to whether a position is an equivalent position will be made by the District.

#### K. Denial of Restoration

The District may deny restoration of status or equivalent position, if:

1. The denial is necessary to prevent substantial and grievous economic injury to the operations of the District.

2. The District notifies the employee that it intends to deny restoration when it determines that injury to the employee would occur;

3. The employee elects not to return to employment.

#### L. Effects on Benefits

During the family or medical leave period, the District shall continue to pay its portion of the employee's group health insurance premium. An employee on family or medical leave must continue to pay his or her portion of the health insurance premium in order to keep coverage in effect.

#### M. Non-Accrual of Seniority

An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the taking of family or medical leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

#### N. Failure to Return

If an employee fails to return to work after FMLA leave has ended, the District may recover, with certain exceptions, the health insurance premiums paid by the District on the employee's behalf. An employee is considered to have returned to work if he or she returns for at least 30 calendar days. An exception to this may be made if an employee's circumstances change unexpectedly beyond their control during the leave period, which make them unable to return to work at the end of twelve workweeks. Medical certification is required.

#### O. Rules Applicable Near End of School Year

If the employee begins leave more than five weeks prior to the end of the school year, the District may require the employee to continue taking unpaid leave until the end of the school year if:

1. The leave requested is of at least three weeks duration; and
2. The return to employment would occur during the one-week period before the end of the school year.

#### P. Leave Less Than Five Weeks Prior to the End of School Year

If the employee begins leave for reasons other than a personal serious health condition which commences less than five weeks prior to the end of the school year, then the District may require the employee to continue to take unpaid leave until the end of the school year if:

1. The leave requested is of greater than a two-week duration; and
2. The return to employment would occur during the two-week period before the end of the school year.

#### Q. Leave Less Than Three Weeks Prior to End of School Year

If the employee begins leave for reasons other than personal serious health conditions during the period that commences three weeks prior to the end of the school year and the leave is greater than five working days, then the District may require the employee to continue to take unpaid leave until the end of the school year.

#### R. Application For Leave

Forms for application and certification of FMLA are available in the Department of Human Resources office. Medical records created for the purpose of FMLA and the Americans With Disabilities Act must be maintained in a separate, confidential file.

#### S. Posting of Notice

The District shall post in a conspicuous place on school premises a notice of rights under this policy. \*

\* This notice must be approved by the Secretary of Labor.



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SUBJECT: Abandonment of Position

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**I. Board Policy**

The Board recognizes the need for consistent attendance by dependable personnel to provide a quality education for students and to keep the District operating effectively. Personnel, as described herein, refers to all certificated, classified, administrative and part-time employees of Jordan School District. The Board expects personnel to give proper notification to their supervisors when they are absent from their positions.

**II. Administration Policy**

The following guidelines shall be used for administering this policy:

Guidelines

A. Workers who are absent from work for three (3) consecutive working days and are capable of providing proper notification to their supervisor, but do not, shall be considered to have abandoned their position.

B. An immediate supervisor may recommend the termination of an employee who has been deemed to have abandoned his/her position. The employee shall be informed of the action in writing by the Executive Director of Human Resources.

C. The employee shall have the right to appeal to the Executive Director of Human Resources within five (5) working days of receipt or delivery of the notice of abandonment to the last known address.

D. If the termination action is appealed, the Executive Director of Human Resources shall not be required to prove that the employee intended to abandon the position.

SUBJECT: Sick Leave—Certificated

**I. Board Policy**

It is the policy of the Board to authorize paid sick leave benefits for certificated 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. If additional leave is needed beyond what is covered in this policy, refer to the Family Medical Leave Policy—DP322 NEG.

**II. Administration 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.

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

Guidelines

A. Sick Leave Allowances

1. Until June 30, 2007, certificated 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. Certificated employees with a continuous service date on or after July 1, 1977, shall be allowed sick leave in accordance with the following schedule:

Years 1 and 2	10 days per year*
Years 3 through 5	12 days per year*
Years 6 through 10	13 days per year*
Years 11 through 15	14 days per year*
Years 16 and beyond	15 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. 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.
4. 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.

5. Use of sick leave for critical family care

A maximum of ten (10) 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 to the Sick Leave Bank Review Committee using the form available in the Human Resources Department.
2. Employees may not apply for critical family illness benefits until all family leave days and two personal leave days have been used.
3. In cases of extended critical illness, employees may apply for additional days beyond the ten (10) 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 12 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.

6. 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 using the form available in the Human Resources Department. Employees may use up to a maximum of ten (10) 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.
- c. Any additional leave must fall under the guidelines 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. Sick Leave Limitations for Employees Hired Prior to July 1, 1977. This shall remain in effect until June 30, 2007.

1. Employees hired prior to July 1, 1977, who are off continuously from one contract year to the next and are approved for long-term disability shall be paid a maximum of 180 days of sick leave. If an employee is absent more than 100 days in a contract year, sick leave will be limited to 30 days the following year unless the employee has returned to work and then finds it necessary to apply for long-term disability. If that occurs, an employee will be granted the remainder of his/her 180-day sick leave days from the previous year.
2. If the District suffers a revenue loss, sick leave allowances may be reduced in order to assure solvency and maintain a balanced budget as required by law.
3. Employees hired prior to July 1, 1977, who use 100 or more days of sick leave during a contract year shall be limited to 30 days of sick leave during the following contract year. At the beginning of the third year, the employee's standard sick leave benefits shall be reinstated or termination procedures shall be implemented in accordance with policy DP316--Orderly Termination Procedures.

C. Sick Leave Bank

1. Establishment of the sick leave bank
  - a. Each year, one-half (1/2) day shall be placed in the sick bank for each certificated employee who is on the accumulative sick leave program.
  - b. Unused days in the sick leave bank shall not carry forward to the next year to an accumulated maximum of 200 days.
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. 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.
  - c. 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.)
  - d. Employees are not eligible to participate in the sick bank until 12 months after the date of employment.

D. Sick Bank Allowances

1. Second Year Employees
  - a. Second year employees shall be allowed up to 10 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	10
14	1	9
13	2	8
12	3	7
11	4	6
10	5	5

9	6	4
8	7	3
7	8	2
6	9	1
5 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.

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.
- E. 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 Jordan Education Association.
- F. 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.
- G. 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.
- H. 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.

SUBJECT: Sick Leave—Classified

**I. Board Policy**

It is the policy of the Board to authorize paid sick leave for classified personnel who qualify for sick leave benefits 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. If additional leave is needed beyond what is covered in this policy, refer to the Family Medical Leave Policy—DP322 NEG.

**II. Administration Policy**

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

Guidelines

A. Sick leave benefits

1. Classified employees working 10 or more hours per week shall be eligible to receive sick leave benefits. Employees hired after a contract year has started shall receive sick leave benefits on a prorated basis for the remainder of that year.

2. Sick leave shall be paid at the employee's regular hourly rate.

B. Sick leave allowances for employees working (20 hours or more per week) shall be determined by a combination of contract days and years of service according to the following schedule:

1. 9-Month Employees:

1st year	7 days
2nd year through 17th year	13 days per year
18th year and each year thereafter	18 days per year
Maximum sick leave accumulation	180 days

2. 10-Month Employees:

1st year	7 days
2nd year through 17th Year	13 days per year
18th year and each year thereafter	18 days per year
Maximum sick leave accumulation	200 days

3. 11-Month Employees:

1st year	7 days
2nd year through 13th Year	14 days per year
14th year and each year thereafter	18 days per year
Maximum sick leave accumulation	220 days

4. 12-Month Employees:

1st year	7 days
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2nd year through 13th Year	15 days per year
14th year and each year thereafter	18 days per year
Maximum sick leave accumulation 240 days	

C. Sick Leave allowances for employees who work more than 10 and less than 20 hours per week shall be determined according to the following schedule:

1. 1st Year of Employment	0 Days
2nd Year of Employment	0 Days
3rd Year of Employment	2 Days
4th Year of Employment	2 Days
5th Year of Employment	2 Days
6th Year of Employment	3 Days
Each Year Thereafter	3 Days

2. Sick Leave for employees working more than 10 and less than 20 hours per week shall accrue to a maximum of ten (10) days.

D. A classified employee may use up to three days of his/her own accumulated sick leave to attend to the health care needs of family members. (Immediate family is defined as husband, wife, daughter, son, employee's or spouse's father, mother, grandchild, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other person residing in the employee's home.)

E. Sick leave accrual

1. If an employee resigns his/her position in the District and then returns, he/she must start over on years of service and sick leave accumulation.

2. 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.

3. If an employee becomes sick and uses all his/her sick leave and later returns to work, he/she must start over on a new accumulation at the rate shown for the year of service he/she was on at the time he/she became sick.

F. Use of sick leave for critical family care

A maximum of ten (10) days of sick leave may be used each year to care for a critically ill member of the immediate family or a critically ill person residing on a permanent basis in the employee's home.

1. Immediate family shall include mother, father, son, daughter, husband, or wife.

2. 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 to the Sick Leave Bank Review Committee using the form available in the Human Resources Department.

3. Employees may not apply for critical family care benefits until all accrued leave days are used in the following order: personal leave, family leave, sick leave, and vacation leave days.

4. In cases of extended critical care, employees may apply for additional days beyond the ten (10) day allowance.

a. If circumstances warrant it, the Sick Leave Bank Review Committee may authorize additional days equal to the number of unused leave days available at the beginning of the critical illness. (A maximum of 3.)

b. For those employees hired prior to July 1, 1977, the Sick Leave Bank Review Committee may allow sick leave days for critical family care (as defined in item F 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, the employee shall be required to pay 40 percent of the employee's daily rate.

#### G. Use of sick leave for adoption

1. 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 using the form available in the Human Resources Department.

2. Employees may not apply for critical family care benefits until all accrued leave days are used in the following order: personal leave, family leave and vacation leave days.

3. Employees may be granted a maximum of 10 days leave at the time of actual custody of the child is received. An employee shall not exceed a total of 10 days of leave time, including the use of accrued personal and family leave days.

4. Any additional leave must fall under the guidelines of DP322—Family Medical Leave Act.

#### H. Sick leave payments, procedures, and limitations

1. In accordance with established policy, full pay shall be allowed upon the completion of the absence form with the approval of the principal or immediate supervisor.

2. The Administration may require a doctor's certificate without regard to the number of sick leave days claimed at any one time.

3. Absences due to illness are to be reported to the appropriate office or individual as soon as possible.

4. The sick leave allowance during the first year of service for employees whose employment is subsequent to the beginning of the contract year shall be prorated according to the ratio that the number of days of possible service bears to the total number of days during that contract or employment year.

5. If the sick leave allowance is exhausted, unused vacation days may be used to avoid loss of salary.

6. If an immediate supervisor suspects that an employee has misused his/her sick leave benefit as established by this policy, the immediate supervisor shall conference with the employee.

7. If it is determined that the employee has misused his/her sick leave the immediate supervisor will forward a written explanation of the abuse to the executive director of Human Resources or his/her designee and an investigation shall be conducted.

8. If the investigation of sick leave abuse proves to be true, the following guidelines will be in effect:

a. Salary received for those unauthorized days shall be reclaimed.

b. There shall be a five-day (5) suspension without salary in the next pay period.

c. Reprimand shall be entered on employee's record file.

9. Elective surgery shall be scheduled to minimize the time off work.

#### I. Sick Leave Bank

A sick leave bank shall be established to provide additional assistance to employees who exhaust their sick leave during an extended illness or injury.

#### Definitions:

**Catastrophic/Extreme Hardship:** Any illness or injury that is life-threatening and has the potential of becoming a significant financial cost to the employee and/or the District.

##### 1. Establishment of the Sick Leave Bank

a. Each year, the sick leave bank shall receive the total number of sick leave days reclaimed from employees who terminate during the year minus seven days for each replacement employee hired.

b. If at any time during the year the total number of accumulated sick leave bank days falls

below 300, employees eligible to participate shall contribute one sick leave day to the sick leave bank the following July 1.

c. Unused sick leave bank days shall accumulate from year to year.

d. Employees shall contribute one (1) day to the sick leave bank the first year of employment (beginning July 2000).

## 2. Sick Leave Bank Eligibility

a. Sick leave bank eligibility is restricted to those employees who work 20 or more hours per week and who have completed 12 months or more of continuous employment with the District.

b. Days from the sick leave bank shall be granted only after 30 working days have been missed due to accident or illness and all leave days and accumulated sick leave days have been used. Vacation days shall be used to help meet the 30 day requirement.

## 3. Pay Losses

a. Employees with fewer than 30 days of accumulated sick leave at the beginning of the absence shall use vacation and other leave days to help cover their pay losses.

b. Pay losses shall be calculated according to the following example:

Accumulated Leave/Vacation	Pay Loss Prior to Sick Leave Bank Eligibility
30 days	none
25 days	5 days
20 days	10 days
15 days	15 days
10 days	20 days
5 days	25 days
0 days	30 days

## 4. Sick Leave Bank Application

a. Employees shall complete an official request for sick leave bank form bearing the employee's original signature. Sick leave bank forms are available from the immediate supervisor or the District Human Resources Department.

b. Employees shall complete a release of medical information form to allow the members of the sick leave bank committee to review any medical documentation that they provide with the request for sick leave bank.

c. Employees shall be required to complete a release of information form to allow the committee to review their official District personnel file, if the need should arise.

d. 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 physician's signature or signed by the attending nurse, office manager, etc.

e. A second opinion may be required with any costs not covered by insurance borne by the District.

f. An employee shall be required to provide the sick leave bank committee with updated information regarding his/her condition every 30 days after the approval of the sick leave bank benefits. Continuation of the sick bank leave shall be contingent upon the information contained in the update.

## 5. Sick Leave Bank Limitations

a. No employee shall draw more than 120 days from the sick leave bank during a three-year period.

b. No employee shall take vacation days within 15 working days after drawing upon the sick leave bank.

c. No employee shall accrue leave days, i.e., personal, family, sick or vacation while drawing upon the sick leave bank.

d. After 180 calendar days, including summer months, sick leave benefits from District sources shall terminate and employees shall transition to long term disability according to the provisions of the Long Term Disability policy—DP317.

e. Prior to granting sick bank days, an employee shall agree in writing to repay the sick bank any unused vacation days for sick bank days used or granted before transitioning to long-term disability.

f. 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. The purpose of said funds would be to purchase days for the sick bank.

g. Under conditions of extreme hardship as defined on the previous page, employees may appeal to the sick bank committee for a waiver of pay loss provisions. The sick bank committee shall review the employee's attendance record (refer to item II, G, 6, 7, 8) and other related factors and either grant or deny the waiver based on their findings.

#### 6. Sick Leave Bank Appeals

a. If an employee wishes to appeal a decision of the sick bank committee the employee may do so by submitting written information to the sick bank committee prior to the next regularly scheduled meeting.

b. The committee shall consider the written information and respond in writing to the employee's appeal within ten (10) working days.

c. No appeal beyond the sick leave bank is provided.

#### 7. Sick Leave Bank Committee

a. Sick Leave Bank Committee composed of the Human Resources classified specialist, one other member of the Human Resources Department and two members of JCPA shall be appointed to administer use of the sick leave bank. The Human Resources classified specialist shall serve as the chairperson. If one of the JCPA members cannot be in attendance, an alternative JCPA representative will be requested by the association president.

b. The committee shall review all sick leave bank requests and rule on sick leave bank usage. The unused sick leave bank days shall be reported to the committee on a quarterly basis.

c. The Human Resources classified specialist shall make available to the committee all the information that is submitted with an employee's sick bank request at least 24 hours prior the regularly scheduled meeting.

d. Minutes of all sick leave bank committee meetings shall be recorded and distributed to all committee members.

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SUBJECT: Reduction in Certificated Staff

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**I. Board Policy**

The Board recognizes that certificated 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.

**II. Administration Policy**

Reduction in Staff (RIS)

1. When a transfer becomes necessary due to a reduction in staff or for staff balance, a call for volunteers shall be made and if there are none, selection shall be made in reverse order of total District seniority. Exceptions will be made when such a selection would result in creating a program need which could not reasonably be filled by remaining faculty members in that school. The principal, in cooperation with the area executive director, shall determine the program needs.

a. A secondary program need shall be based upon the primary teaching assignment.

b. The person in charge of each secondary extracurricular activity may be exempted.

2. When identifying the person with the least total District seniority, the Human Resources Department shall rank the seniority of all teachers in the school including job-share or half-time employees. A job-share or half-time employee with enough seniority to keep a full-time position will be allowed to do so. This may result in the elimination of a job-share or half-time position.

3. Teachers required to transfer involuntarily shall be notified of the available openings for which they are qualified.

4. Teachers identified for involuntary transfer shall list their preference for available positions. Positions will be filled by the Human Resources Department with consideration given to the teacher priority listing.

5. Whenever possible, an employee being transferred to a different location shall be notified before the end of the school year. The employee being transferred shall be notified of the transfer in a conference with the Executive Director of Human Resources or his/her designee. In all cases where an involuntary transfer is made, the employee shall be informed of the reasons for the transfer.

6. In cases of transfer as a result of reduction of staff, transferred teachers will have the following right to return:

a. If a position opens after the start of the school year in which the transfer occurs, the position will be filled with a newly hired teacher on a one-year contract, and the teacher who was transferred will have the option of returning to that position the following year.

b. The right to return to that school will be guaranteed for two school years and will be in direct order of District seniority according to the criteria outlined in DP304 NEG—Teacher Transfers. The teacher will provide notice of his/her desire to return by completing the applicable section of the Annual Educators Intent Form.

7. When a “reduction in staff” teacher cannot be placed in a position commensurate with appropriate endorsements and skill requirements, Reduction in Force Guidelines will be

implemented.

## REDUCTION IN FORCE GUIDELINES

### A. Layoff Procedure

In the event of program changes, enrollment decreases, reduction in revenues, or other unforeseen circumstances, it may become necessary to initiate a reduction in force. Should this occur, the following procedures shall be followed:

1. If a reduction in force is necessary, decisions will be based on the program and staffing needs of the District. Interns will be terminated prior to the release of any contract or provisional educator.

2. Total seniority in the District shall apply to the extent that reduction in force by seniority does not impact negatively on District needs and basic programs and on certification requirements.

3. If a choice must be made between two (2) or more employees determined by the Administration to be qualified for an available position, the employee with the greatest total seniority in the District will be retained. If total District seniority is the same, the original hire date will act as the second determiner. If the hire date is the same, the principal will make the selection according to school need.

4. Notification of termination, when related to a reduction in force, shall include the assurance that employees so terminated shall have the right to reemployment for an available position equivalent to the one they occupied at the time of the reduction in force.

5. Under normal circumstances, staff members who are to be affected by the reduction in force shall receive at least thirty (30) days notice.

### B. Recall

1. Contract employees affected by a reduction in force will be recalled in order of total District seniority before provisional employees. Provisional employees will be recalled before new employees are hired. Employees will be placed in available positions for which they are certified and qualified which are equivalent to the ones they held prior to the reduction in force. This will not restrict the District from filling vacancies that exist for which no employee affected by the reduction in force qualifies under the stated criteria.

2. If an employee is terminated through reduction in force and then 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. If the employee qualifies for a lane change between the time of termination and rehiring, salary placement will be on the higher lane provided the employee accepts the first offering by the Board to a position for which he/she is qualified.

3. An employee who is rehired following termination through reduction in force shall have accrued sick leave and other leave benefits reinstated at the level existing at the time of termination provided the employee accepts the first position offered by the Board for which he/she is qualified.

4. If an employee refuses to accept the first position offered by the Board for which he/she is qualified, the Board is relieved of further obligation to the employee. The employee shall be allowed up to thirty (30) days to meet the contract requirements of an interim employer.

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SUBJECT: Bereavement Leave—Certificated

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**I. Board Policy**

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.

**II. Administration Policy**

The Bereavement Leave Policy shall be administered in accordance with the following guidelines:

Guidelines

- A. Employees shall be granted up to eight (8) days absence without pay deduction contiguous with the event of the death of a husband, wife, daughter or son.
  - 1. 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 father, mother, grandchild, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other person residing in the employee's home.
- 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. Employees 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, Certificated, and DP370 NEG—Alternative Leave Day, Certificated.
- 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 a husband, wife, daughter or son.
- F. If the death of an employee's mother or father 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.

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SUBJECT: Bereavement Leave—Classified

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**I. Board Policy**

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.

**II. Administration Policy**

The Bereavement Leave Policy shall be administered in accordance with the following guidelines:

Guidelines

A. Employees shall be granted up to eight (8) days absence without pay deduction in the event of the death of a husband, wife, daughter or son.

1. 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 father, mother, grandchild, brother, sister, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other person residing in the employee's home.

C. A maximum of two (2) additional days may be granted if travel time is needed.

D. Bereavement Leave is provided only for the death of individuals listed under items A. and B. Employees who need to miss work because of the death of an individual not covered in this policy should refer to the Personal Leave Policy—DP335 NEG.

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 a husband, wife, daughter or son.

F. If the death of an employee's mother or father results in the loss of the only remaining parent, up to three (3) 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.

SUBJECT: Educational Leave

### **I. Board Policy**

The Board may authorize a leave of absence without pay for continued study to certificated employees who have served three (3) consecutive years. The Board authorizes the Administration to set up procedures for educational leave and approval of candidates for such leave.

### **II. Administration Policy**

An educational leave for full-time continued study may be granted to a certificated employee upon the recommendation of the Local Professional Improvement Committee (LPIC).

#### Guidelines

A. An application for educational leave shall be filed with the Human Resources Department for forwarding to the LPIC by February 1 of the school year. A detailed outline of studies must be submitted with the application. This outline must show the candidate will be a full-time student.

B. The chairman of the LPIC will obtain a written evaluation of the applicant from his/her immediate supervisor. Only those who have favorable evaluations will be considered for educational leave.

C. Applications shall be screened by the LPIC and recommendations shall be made to the superintendent for his approval.

D. There shall be no remuneration for this leave.

E. Educational leave shall be granted for the ensuing contract year and shall not extend beyond two contract years.

F. Personnel on educational leave must submit a progress report to the LPIC by February 15 of the year the leave is granted. The report is to include the date the employee intends to return to full-time status and/or a request for a one-year extension if needed. Following review by the LPIC, the report will be forwarded to the Human Resources Department.

G. When an educational leave is successfully completed, a copy of the outline of studies and a transcript of credit and a report will be submitted to the LPIC and the superintendent for review.

H. An employee returning from approved educational leave shall be advanced on the salary schedule in the same manner as full-time employees.



I. The employee may arrange with the insurance carrier to continue his/her insurance program. The employee shall pay for the full premium.

J. The granting of the leave shall not compel the employee to return to the District.

K. This leave is void if the employee does not complete the approved course of study as approved by the Local Professional Improvement Committee. It is the responsibility of the employee to submit evidence of successful completion of his/her approved program by June 30.

L. A candidate shall be guaranteed a comparable position in the District upon his/her return from an educational leave.

SUBJECT: Leave—Sabbatical

**I. Board Policy**

The Board recognizes the need for certificated employees to be granted sabbatical leaves in order to continue their professional training. The Board authorizes a maximum of four (4) full-time equivalent employees each year to be selected for sabbatical leave. The Board delegates to the District Administration the responsibility of administering the Sabbatical Leave Policy.

**II. Administration Policy**

Sabbatical leave shall be granted according to the following guidelines:

Guidelines

A. A sabbatical leave for continued professional study may be granted to any certificated employee who has completed at least seven (7) years of continuous satisfactory service in Jordan School District.

B. Application for sabbatical leave shall be filed with the Local Professional Improvement Committee (LPIC) by February 1 of the school year. Applications shall then be screened by the Committee and recommendations shall be made to the superintendent for approval. All applications for sabbatical leave must be approved by the Board before being granted.

1. An educational program must be submitted with the application.

C. Sabbatical leave shall be granted to a certificated employee for the ensuing contract year and shall not extend beyond one (1) year of professional development approved by the LPIC.

D. Remuneration for approved sabbatical leave shall be given as follows:

1. Employees who work full time for 7 years prior to the leave will receive one-half their annual salary for the year during which the leave is granted.
2. If any of the employee's required last 7 years of service were part-time, the employee will be placed on the full-time equivalent step of the salary schedule and receive one-half of that annual salary.

E. Persons receiving sabbatical leave must return to the District for at least two (2) years at the same level of contract at which the leave was granted or reimburse the District for the total amount received (including fringe benefits) during the leave unless circumstances indicate that the Board make an exception. In the event that the employee elects to return to work before the conditions of the sabbatical leave are met, the employee must reimburse the District for the total amount received. If there are extenuating circumstances, the employee may appeal to the superintendent.

F. Fringe benefits shall be continued during the duration of the approved leave.

G. The educator shall be advanced on the salary schedule in the same manner as full-time employees.

H. Personnel on sabbatical leave must submit a progress report to the LPIC by February 15 of the year the leave is granted. The report is to include the date the employee intends to return to full-time status. Following review by the LPIC, the report will be forwarded to the Human Resources Department.

I. When the sabbatical is successfully completed, a copy of the educational program and a transcript of credit and a report shall be submitted for LPIC review. The LPIC will notify the superintendent of successful completion or failure to comply.

J. Upon returning from a one (1) year sabbatical leave, the educator shall be placed in the same school and position as was held at the time the leave was granted, unless the educator requests otherwise. The educator's replacement shall be hired on a temporary basis and will be so advised upon hiring.

SUBJECT: Leave—Military

### **I. Board Policy**

Leaves of absence for military service shall be granted to employees who are ordered to active duty with the Armed Forces of the United States.

### **II. Administrative Policy**

Military leaves of absence shall be granted upon the filing of letters of appointment or official orders, or upon verbal notification by a verifiable military authority, with the Human Resources Department. All National Guard and Reserve members are required to provide a copy of orders, the annual drill schedule, or other type of documentation to employers as soon as available and, if possible, before the commencement of military leave.

#### Guidelines

A. Military leave is absence which may be granted to:

1. Employees ordered into military service of the United States.
2. Employees ordered to serve in a branch of a reserve unit of the Armed Forces of the United States or the National Guard.
3. Employees mobilized by the National Guard or a reserve branch of the Armed Forces of the United States to meet local emergency situations.
4. Employees who are members of an organized reserve unit who are ordered to attend annual inactive duty training.

B. Military leaves of absence shall be administered as follows:

1. The District will guarantee that there will be no loss in monthly gross pay or insurance coverage for an employee granted inactive duty training for 30 days or less. The District will also cover the cost of a substitute, if needed.
2. If military leave is granted for 31-180 days, employees will be required to apply for a leave of absence on a District leave of absence form. This leave will be without pay, and the District reserves the right to replace the employee on a temporary basis if it is in the best interest of the District. The employee will be offered COBRA insurance, and upon release, an employee returning from this type of military leave of absence must request reassignment to a position within the District within fourteen (14) days after discharge or separation from active duty or military service.
3. If military leave is granted for longer than 180 days, employees will be required to apply for a leave of absence, and the District will replace the employee. Upon release, an employee returning from a military leave of absence must request reassignment to a position within the district within ninety (90) days after discharge or separation from active duty or military service. Employees will be offered COBRA insurance for a total of 18 months.

C. Employees whose employment is interrupted by military leave will be given retirement

benefits in accordance with Federal Law (Utah Retirement System Employers Guide, Section 2, p. 24).

1. Jordan School District will complete a Military Leave Notification and submit it to the Utah Retirement System with a copy of the employee's official call at the time the employee leaves for service.

2. If the employee is a member of the non-contributory plan, Jordan School District will pay the entire contribution as well as 401K contributions that would have been paid had the employee not left employment.

3. If the employee is a member of the contributory system, Jordan School District will pay the employer contribution. The employee must pay the employee portion of the contribution.

4. For purposes of computing the required contributions, an employee's compensation during the period of military service will be at the same rate had the employee not been called to military service.

5. If an employee does not return to Jordan School District following military service, the Utah Retirement System will refund the contribution made to the Defined Benefit Plan but not the 401K.

D. Employees returning from service under honorable conditions will be assigned to the same or comparable position for which the employee is qualified.

E. Employees granted military leaves of absence shall receive experience credit on the salary schedule up to a maximum of five years. They shall also be allowed to make individual contributions to any pension plan, and upon reinstatement, have all privileges and status restored as if they had not been absent.

F. Jordan School District shall not be required to reemploy any employee who is discharged from the Armed Forces of the United States under conditions other than honorable.

G. Twelve-month employees who are ordered to attend training sessions or who are assigned to short-term active duty for training shall consult with their immediate supervisor and make every effort to arrange such activities so as to provide for a minimum of interruptions and to promote continuity of work objectives of the District.

H. An employee on an approved military leave of absence who fails to request reinstatement or who fails to return to the assigned position following discharge/separation from active duty or service may be terminated at the conclusion of the leave since failure of an employee to report is cause for dismissal.

I. There is a five-year cumulative service limit on the amount of voluntary military leave an employee can use and still retain reemployment rights.

SUBJECT: Leave—Personal—Certificated

## **I. Board**

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

## **II. Administration Policy**

The Personal Leave Policy shall be administered in accordance with the following guidelines:

### Guidelines

Each eligible certificated 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 four (4) accumulated personal leave days in any contract year.

The following guidelines 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 200 employees, personal leave shall be granted the day before or after a school holiday without being required to pay the cost of a longterm 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. Certificated employees who request a personal leave day on the day before or after a

school holiday, but who are not among the first applicants as outlined in item C. 1., shall be required to pay the cost of a long-term substitute and apply for the leave at least 5 working days in advance.

3. 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.

4. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.

5. Employees who have not registered prior to the deadline will not be allowed to fill unused slots.

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.

I. At retirement, any unused personal leave shall count toward the sick leave/personal leave bonus benefit referred to in District Policy DP319—Retirement, Certificated, Section II. B.

# JORDAN SCHOOL DISTRICT

Statement of . . .  
**P O L I C Y**

Number: DP335B  
NEG  
Effective: 10/28/75  
Revision: 6/13/00

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SUBJECT: Leave—Personal—Classified

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## **I. Board Policy**

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

## **II. Administration Policy**

The Personal Leave Policy shall be administered in accordance with the following guidelines:

### Guidelines

Each eligible 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 four (4) accumulated personal leave days in any contract year.

The following guidelines 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 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. A maximum of 17 classified employees shall be granted a personal leave day the day before and after a school holiday without being required to pay 40 percent of the regular daily rate of pay 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. Classified employees who request a personal leave day on the day before or after a school holiday, but who are not among the first 17 applicants shall be required to pay the



equivalent of 40 percent of the employee's daily rate and apply for the leave at least 5 working days in advance.

3. On the first working day after the application deadline, numbers will be randomly generated which will identify those employees authorized to take a personal leave. Written notification will be sent to all applicants.

4. Employees shall not be considered for paid personal leave the day before or after a school holiday more than once during any contract year.

5. Employees who have not registered prior to the deadline will not be allowed to fill unused slots.

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, grandparents or 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. Personal leave days may not be used to pursue other employment.

F. At retirement, any unused personal leave shall count toward the sick leave/personal leave bonus benefit referred to in District policy DP319B—Retirement, Classified.

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SUBJECT: Leave of Absence (1 Year)—Certificated

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**I. Board Policy**

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. Administration Policy**

The following administrative guidelines shall be followed in implementing Board policy:

Guidelines

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.

E. This leave shall not apply to provisional employees in their first and second years of employment, except in cases of illness or injury.

F. This leave will not be granted in successive years except for illness or injury.

G. This leave does not provide experience credit for salary placement or change from provisional status.

# JORDAN SCHOOL DISTRICT

Statement of . . .  
**P O L I C Y**

Number: DP336B  
NEG  
Effective: 5/15/79  
Revision: 6/22/04

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SUBJECT: Leave of Absence (1 Year)—Classified

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## **I. Board Policy**

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. Administration Policy**

The following administrative guidelines shall be followed in implementing Board policy:

### Guidelines

- 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 on the district leave of absence form. The leave cannot extend beyond one (1) year from the day the leave was granted.
- 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. The employee will notify the District in writing within 30 days of his/her intent to return. The employee will be placed in the first available position for which he/she is qualified and certificated and shall be paid at the level appropriate to that position without loss of seniority and benefits. An employee returning from a leave will be placed back into an equal position to which he/she was assigned prior to the leave as soon as a position becomes available.
- E. Transportation employees returning from a one-year leave of absence may be placed on the substitute driver list and then bid on the first available position for which he/she is qualified consistent with District policy DA168 NEG—Assignment of Bus Drivers and Bus Attendants.
- F. This leave shall not apply to provisional employees unless for recuperative purposes for

illness or injury.

G. This leave will not be granted in successive years except for illness or injury.

H. This leave does not provide experience credit for salary placement.

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SUBJECT: Leave of Absence (Personal - 15 Days)—Certificated

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### **I. Board Policy**

The policy of the Board of Education is to encourage employees to avoid absenteeism and to schedule vacations, trips, and other personal activities at times which do not interrupt work schedules. However, the Board recognizes that circumstances may make it necessary for employees to request a leave of absence from time to time. Therefore, the Board authorizes the District Administration to implement a Leave of Absence policy.

### **II. Administration Policy**

The Leave of Absence policy shall be administered according to the following guidelines:

#### Guidelines

A. Employees shall be discouraged from requesting a personal leave of absence during the school year.

B. In the event that an employee has a serious or compelling need for a leave of absence, a request may be made in writing to the area assistant superintendent. The request must clearly state the reason that a leave of absence is necessary. After due consideration, the request shall either be granted or denied. Notification will be provided to the employee in writing.

C. Leaves of absence granted under this policy shall be without pay.

D. Contract employees shall not be granted more than fifteen (15) days' leave of absence under this policy in any three-year period.

E. Extended contract employees shall be granted an additional ten (10) days' leave of absence under this policy in any one-year period.

1. Extended contract employees who, prior to July 15, declare intent to take up to ten (10) days of unpaid personal leave during the contract year shall have the option of having their contract modified to reflect equal monthly payments.

a. An Assignment Change form and calendar, signed and dated by the principal, indicating the specific days to be taken as unpaid personal leave must be submitted to the Human Resources Department.

b. Employees may revise their calendar no more than two times each contract year. To change or delete dates submitted on the original calendar, the following procedures must be used:

(1) A revised calendar, signed by the principal, must be submitted to the Human Resources Department indicating the change.

(2) If an emergency arises and the employee must work on a calendared no-pay day, a time sheet and copy of the calendar must be submitted to the

Payroll Department with the reason indicated.

2. Extended contract employees who do not give notice of the intent to take personal leave prior to July 15 shall have the appropriate amount deducted from the next regular paycheck following the absence.

F. Leave of absence for job share and part-time employees shall be prorated according to the percentage of a full-time contract; e.g., a half-time teacher would receive 15 half days.

G. An employee whose request for an unpaid leave is denied and who chooses to absent himself/herself from his/her assignment despite the denial shall be deemed to have voluntarily terminated his/her employment with the District.

H. This leave does not negate the other official leave provisions of the Board as listed below:

Adoption - Military - Released Time (Jury Duty)

Bereavement - Personal - Released Time (Professional)

Educational - Sabbatical - Sick Leave

# JORDAN SCHOOL DISTRICT

Statement of . . .  
**P O L I C Y**

Number: DP337B  
NEG  
Effective: 6/28/77  
Revision: 5/28/96

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SUBJECT: Leave of Absence (Personal - 15 Days)—Classified

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## **I. Board Policy**

The policy of the Board of Education is to encourage employees to avoid absenteeism and to schedule vacations, trips, and other personal activities at times which do not interrupt work schedules. However, the Board recognizes that circumstances may make it necessary for employees to request a leave of absence from time to time. Therefore, the Board authorizes the District Administration to implement a Leave of Absence policy.

## **II. Administration Policy**

The Leave of Absence policy shall be administered according to the following guidelines:

### Guidelines

A. Employees shall be discouraged from requesting a personal leave of absence during the school year.

B. In the event that an employee has a serious or compelling need for a leave of absence, a request may be made in writing to the appropriate assistant superintendent. The request must clearly state the reason that a leave of absence is necessary. After due consideration, the request shall either be granted or denied. Notification will be provided to the employee in writing.

C. Leaves of absence granted under this policy shall be without pay except as provided under item H. below.

D. Contract employees shall not be granted more than fifteen (15) days' leave of absence under this policy in any three-year period.

E. Food service employees who are in year-round schools will be granted an additional five (5) non-paid days per year.

F. An employee whose request for an unpaid leave is denied and who chooses to absent himself/herself from his/her assignment despite the denial shall be deemed to have voluntarily terminated his/her employment with the District.

G. This leave does not negate the other official leave provisions of the Board as listed below:

Adoption Military Released Time (Jury Duty)  
Bereavement Personal Released Time (Professional)  
Sick Leave

H. Nutrition Service employees who are in year-round schools and who are contracted to work four hours per day or more shall be granted two days of paid leave per year beginning with their second year of employment. Nutrition Service employees hired prior to January 1 of the contract year shall be counted as having one year of service.

1. Days of paid leave must be used during the contract year and do not accrue from year to year.

2. Days of paid leave must be approved by the lunch manager at least five days in advance.

3. Paid leave days may not be used during the first five or last five days of the school year.

4. Use of these two paid leave days shall not impact the no absence reimbursement incentive.

5. Employees who voluntarily transfer from a year-round schedule to a traditional schedule shall forfeit any previously earned paid leave days.

6. Employees who are involuntarily transferred from a year-round schedule to a traditional schedule shall be eligible for two days of paid leave during the transfer year.



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SUBJECT: Reimbursement of Certificated Employees Elected to Public Office

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**I. Board Policy**

The Board recognizes that opportunities exist for many District employees to be elected to public office, either in local or state government or other school district's boards of education. Inasmuch as these employees do perform a public service, it is the policy of the Board that they receive minimum salary loss because of their willingness to serve. The Board authorizes the District Administration to develop guidelines to assist District employees to perform their elected duties.

**II. Administration Policy**

The Administration will endeavor to assist employees in their efforts to render public service, recognizing that employees need to provide adequate service to the District for compensation they receive. The Administration will compensate these employees within the following guidelines:

Guidelines

- A. Employees who are eligible for vacation or personal leave will be required to use those times first to render service in their elected office.
  
- B. Employees elected to public office may be granted leave to fulfill the responsibilities of their office.
  
- C. Employees who receive financial remuneration for their service will reimburse the District the cost of a long-term substitute, or the entire amount received if less than the cost of a long-term substitute, for each of the days of work missed because of their public service.
  
- D. Employees are encouraged to perform their elected duties outside their regular employment hours as much as possible to minimize the time away from District responsibilities.

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SUBJECT: Reimbursement of Classified Employees Elected to Public Office

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**I. Board Policy**

The Board recognizes that opportunities exist for many District employees to be elected to public office, either in local or state government or other school district's boards of education. Inasmuch as these employees do perform a public service, it is the policy of the Board that they receive minimum salary loss because of their willingness to serve. The Board authorizes the District Administration to develop guidelines to assist District employees to perform their elected duties.

**II. Administration Policy**

The Administration will endeavor to assist employees in their efforts to render public service, recognizing that employees need to provide adequate service to the District for compensation they receive. The Administration will compensate these employees within the following guidelines:

Guidelines

A. Employees who are eligible for vacation or personal leave will be required to use those times first to render service in their elected office.

B. Employees elected to public office may be granted leave to fulfill the responsibilities of their office.

C. Employees who receive financial remuneration for their service will reimburse the District 40 percent of their regular daily rate of pay, or the entire amount received if less than the cost of 40 percent of their regular daily rate of pay, for each of the days of work missed because of their public service.

D. Employees are encouraged to perform their elected duties outside their regular employment hours as much as possible to minimize the time away from District responsibilities.

SUBJECT: Released Time—Professional

**I. Board Policy**

The Board recognizes that professional development activities are an important component in staff preparation and training. Therefore, the Board authorizes the District Administration to implement a policy which provides released time to eligible certificated classroom teachers for the purpose of engaging in professional activities. Such activities are to be in keeping with the needs and goals of the local school or the District.

**II. Administration Policy**

The Administration shall administer this policy in accordance with the following guidelines:

Guidelines

- A. Employees who participate in professional activities at the request of the school District will be provided release days and financial considerations as determined by the District.
- B. Each school shall have a quota for professional leave days which may be used during the year for authorized professional activities. The formula for each school shall be one (1) day per 4.5 full-time equivalents (FTEs).
- C. Time spent in professional leave activities shall not be counted as an employee absence.
- D. Employees serving as the president or president-elect of a professional organization may be released from assignment to attend a national convention provided the organization or individual pays all related expenses including any substitute costs incurred.
- E. Employees serving as the president of a professional organization may be released from assignment to attend a state convention provided the organization or individual pays all related expenses including substitute costs when appropriate. A president-elect may use two (2) personal leave days to attend a state convention provided the organization or individual pays all related expenses including substitute costs.
- F. Principals may use one or more professional days to cover the absence of an employee asked to attend a convention by a sponsoring organization provided attendance will benefit a school program or curriculum.

G. Employees asked to attend a convention by a sponsoring organization whose absence is not covered by professional days have the following options:

- 1. Use accumulated personal leave days with conference expenses covered by the employee or sponsoring organization.
- 2. Take days off without pay not to exceed fifteen (15) days in three (3) years. (See policy DP337 NEG) All conference expenses must be covered by the employee or

sponsoring organization.

H. Teachers may be granted the opportunity to observe one (1) day in another school in the District upon recommendation of the principal and approval of the superintendent. The observation day will be granted only as necessary to accomplish a clearly identified need or purpose.

I. Released time for other professional duties requires prior approval by the principal or immediate supervisor and the Superintendent.

J. The principal shall have responsibility for assigning the professional leave days after consideration is given to input and recommendations from the school advisory council.

K. Each school must submit an annual report including the number, names and types of release time activities to the Deputy Superintendent for Instructional Services. The report will be shared with the Teacher Quality and Professional Development Committee on an annual basis.

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SUBJECT: Released Time—Jury Duty or Witness in Court

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**I. Board Policy**

The Board recognizes that there may be times when an employee is subpoenaed as a witness in court or is called for jury duty. In such cases, he/she shall be paid the difference between his/her regular salary and the amount he/she is paid as a witness or juror.

**II. Administration Policy**

The Administration shall administer this policy in accordance with the following guidelines:

Guidelines

A. Notice to the principal or immediate supervisor, together with a copy of the subpoena or notification from the court, shall be given as soon as possible after receiving such notification. If necessary, after notification to the principal or supervisor, the employee shall arrange for a substitute teacher through regular procedures.

B. Time off will be documented under the heading "Jury Duty" or "Witness in Court" on the Absence Record form. Any amount paid to the employee for service as a juror or as a witness, excluding mileage, will be deducted from the employee's regular pay.

C. This policy does not apply to an employee who is party to litigation.

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SUBJECT: Hours of Work—Certificated

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**I. Board Policy**

It shall be the policy of the Board to establish the length of the working day for all employees. The length of working days may vary for different categories of employees. The Board delegates to the District Administration the responsibility of determining the working hours for all employees.

**II. Administration Policy**

The immediate supervisor or school principal shall have the responsibility of scheduling the hours of work for individual employees to conform to the requirements within each position. This will be done within the following guidelines:

Guidelines

A. Certificated personnel assigned to the local schools are expected to be at school at least one-half hour before school begins and to remain at school at least one-half hour after school is dismissed. Certificated personnel working in team-teaching schools with compressed schedules shall be at the school a comparable number of hours as those assigned to other schools.

B. Certificated personnel working on a part-time basis will have their hours determined by the school principal or immediate supervisor in cooperation with the Executive Director of Human Resources and approved by the Superintendent.

C. Itinerant certificated personnel assigned to the various local schools shall work a number of hours comparable to other certificated personnel.

D. Certificated personnel may not perform work for or receive compensation from another employer during contract time with Jordan School District.

E. Hours of work that job share and part-time employees are required to spend on assignments such as parent/teacher conferences, committee work, faculty meetings, etc. shall be prorated by the percentage of a full-time contract.

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SUBJECT: Hours of Work—Classified

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I. Board Policy

The Board shall comply with federal law in relation to hours of work for all classified personnel, and directs the District Administration to abide by the following guidelines respecting hours of work.

II. Administration Policy

Guidelines

- A. The established work week for all classified employees begins Monday at 12:01 a.m. and ends Sunday night at midnight.
- B. The maximum workweek by full-time classified employees at their regular rate of pay shall be forty (40) hours.
- C. Classified employees who fall under the guidelines of the Fair Labor Standards Act (personnel included on the classified master salary schedule) must be paid at one and one-half times the regular rate of pay for all hours worked over 40 in a work week or receive compensatory time off during the same or the successive pay period (first to last day of the month in which work is done) at the rate of one and one-half times the actual overtime worked during any workweek. Compensatory time will be considered hours worked for the purpose of calculating the 40-hour work week.
- D. All classified employees shall receive a minimum of two hours at their regular rate of pay for any time they are required to return to work after their regularly scheduled work time.
- E. Each classified employee shall complete a weekly time sheet which will indicate the number of hours worked each day of that workweek. The time sheet shall be signed by the employee and his/her immediate supervisor and shall be maintained by the Department supervisor.
- F. Any overtime work or call-back time shall be granted only upon the approval of the appropriate classified director or supervisor.
- G. A duty-free lunch period shall be provided for all classified employees scheduled to work more than five (5) hours per day. An employee shall not be compensated for his/her lunch period and may not be accumulated for use at a later date.
  - 1. Classified employees may leave their assigned work site for their lunch period provided they receive prior approval from their immediate supervisor.
  - 2. Schedules to provide adequate coverage to meet specific program and site needs shall be designed and implemented at each site by the immediate supervisor or staff.
  - 3. Employees shall not be required to work longer than five (5) hours without rest and food. At least 30 minutes must be provided for meals.
  - 4. Lunch periods may range from thirty (30) minutes to one (1) hour depending on the number of hours in the employee's work day.
- H. Classified employees shall be provided with a ten (10) minute duty-free break period for each four (4) hour period worked.

1. Employees' minimum ten (10) minute rest period are counted as time at work.
  2. Employees' ten (10) minute rest periods may not be accumulated for use at a later date.
- I. Employees who are required to work on the six (6) holidays listed below shall receive pay at the rate of time and one-half, and compensatory time will not be allowed.
    - July 4
    - July 24
    - Thanksgiving Day
    - Christmas Day
    - New Year's Day
    - Easter
  - J. Employees who are called on an emergency basis to return to work shall be paid from the time they leave their residence until the time they return.
  - K. Flexible work hours may be established for classified employees if flexible work hours do not impede a department's ability to provide necessary services or they adversely affect department morale. Requests for flexible work hours will be submitted to the department supervisor who will submit the request to the appropriate assistant superintendent for Cabinet approval. Requests for flexible work hours must be applied for and approved at the Cabinet level annually.
  - L. Classified personnel may not perform work for or receive compensation from another employer during contract time with Jordan School District.
  - M. The following disciplinary action shall be taken against employees who do not follow the above procedures:
    1. The immediate supervisor will confer with the employee.
    2. Reprimand shall be entered on the employee's personnel file.
    3. A five (5) day suspension without pay may be imposed in the next pay period.
    4. A second disregard of policy and/or procedure may result in immediate termination.



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SUBJECT: Vacation Schedule for Twelve-Month Personnel

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**I. Board Policy**

The Board recognizes the need for all 12-month employees to have a vacation from their regular assigned positions. All personnel who are employed full-time on a 12-month basis are eligible to participate in the vacation program.

The Board delegates responsibility for administering the vacation policy to the District Administration.

**II. Administration Policy**

The following guidelines shall be used for administering the vacation policy:

Guidelines

A. All vacations will be determined from July 1 to June 30 of each contract year. New employees will have vacation allowance prorated at the rate of .83 days per month and will be eligible to take such accrued vacation after the next June 1. New employees must work ten (10) or more days in order to accrue any vacation allowance during the first month of employment. No vacation time will be allowed before the vacation days have been earned.

B. Vacation days may not be accumulated from one year to the next. However, vacation days allowed for the current and/or previous year may be taken during June, July, and August with approval of the immediate supervisor and department director. After August 31, the vacation allowance may not exceed the days accrued for the current year.

C. Vacations are to be scheduled at times that are best for the District and the employee. Generally, vacations are to be scheduled during off-peak work seasons. Any special considerations must be approved by the immediate supervisor. Employees must present written vacation plans to the immediate supervisor for approval in advance.

D. The length of vacation is figured on the number of years of continuous contract service in the District. For purposes of computing movement on the vacation schedule, employees hired prior to January 1 will be credited with a full year's employment for the first contract year. Those hired after January 1 will not receive vacation credit for the first year. (Placement on the salary schedule has no relation to vacation allowance.)

E. Vacation Schedule

Continuous Contract Service As of July 1	Vacation Days Accrued
1 Month	1 Day
2 Months	2 Days
3 Months	3 Days
4 Months	3 Days
5 Months	4 Days
6 Months	5 Days
7 Months	6 Days
8 Months	7 Days
9 Months	8 Days
10 Months	8 Days
11 Months	9 Days
1 Year	10 Days
Beginning 2 Years	10 Days
Beginning 10 Years	15 Days
Beginning 14 Years	16 Days
Beginning 15 Years	18 Days
Beginning 17 Years and beyond	20 Days

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SUBJECT: Group Insurance

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**I. Board Policy**

The Board agrees to participate in a program of health and accident insurance coverage for all eligible employees. The insuring company shall be selected by the Board after conferring with the officers of various employee organizations.

**II. Administration Policy**

This insurance policy shall be administered in accordance with the following provisions:

Guidelines

- A. Application for participation in group insurance must be made by the individual employee.
- B. Deductions for participation in the group insurance program shall be made in accordance with the schedule approved by the Board.
- C. Insurance coverage will be effective on the first day of the month following the date insurance papers are completed and filed at the District Office.
- D. Health and accident insurance coverage will terminate at the end of the day an employee voluntarily terminates employment with the District.
- E. Health and accident insurance coverage will remain in force for employees who are involuntarily terminated until district level due process procedures are completed.
- F. If an employee completes his/her contract year, the insurance coverage will continue until the end of the contract year (July 31 for employees on year-round schedules, Aug. 31 for employees on traditional schedules, and June 30 for employees on fiscal year schedules) effective July 1, 2001.
- G. Employees who are eligible for Medicare benefits and continue their employment with the District will have the District's insurance as their prime carrier. Employees should enroll in the Medicare Program during the first available enrollment period, preferably three (3) months prior to becoming eligible.

SUBJECT: Industrial Accidents

## **I. Board Policy**

An employee who is disabled by an injury or disease compensable under Chapters I or II of Title 35 of Utah Code Annotated, referring to workers' compensation and occupational diseases, should be allowed a reasonable medical leave without pay. In addition, the disabled employee may use previously accumulated sick pay in an amount which when aggregated with workers' compensation benefits does not exceed the regular rate of pay received prior to the disability. The District is self-insured with an outside insurance company administering the District's industrial insurance plan. The District Administration is responsible to develop guidelines for implementing this policy.

## **II. Administration Policy**

The Administration shall administer this policy in accordance with the following guidelines:

### Guidelines

#### A. Reporting injuries

1. All on-the-job employee injuries shall be immediately reported to the supervisor. The supervisor shall complete the Employer's First Report of Injury or Illness form and promptly forward to the Executive Director of Compliance and Special Programs.

2. The Third Party Administrator of the industrial insurance plan shall forward the Employee's Statement Regarding Accident report form to the injured employee. The employee shall complete the report and return it to the Third Party Administrator.

#### B. Compensation

1. An employee who cannot work because of injuries suffered in an incident covered by workers' compensation will draw on accumulated paid sick leave in an amount which when aggregated with workers' compensation benefits does not exceed the regular rate of pay prior to the injury.

2. The first three days' absence will be charged against the injured employee's accumulated sick leave. Thereafter, one-third day of accumulated sick leave will be charged for each day's absence and two-thirds day charged to industrial.

3. If an injured employee is disabled for 14 calendar days or more, the industrial insurance will pay the employee two-thirds of a day's pay for each day off retroactive to the first day's absence.

4. If a classified employee has no sick leave available an eligible employee may apply for classified sick bank days.

5. An employee who is off work due to physical assault on the job shall have no loss of sick leave for 180 calendar days, including summer months. Any payments received from industrial insurance shall be deducted from the employee's regular pay.

### C. Returning to work

1. An employee returning to work after a period of total or partial disability shall present to the Human Resources Department a physician's certificate stipulating that the employee is capable of returning to duty and performing the work assigned.

2. An employee off work due to an industrial accident for longer than thirty (30) working days may be replaced by the Board. When an employee is released by his/her physician as fully able to perform all essential job functions with or without reasonable accommodation, the employee will be placed on the first available position for which he/she is qualified and shall be paid at the level appropriate to that position without loss of seniority and benefits. An employee returning from an individual accident will be placed into an equal position to which he/she was assigned prior to the industrial accident as soon as a position becomes available. If an employee refuses the temporary placement, the District's employment obligation is then ended.

SUBJECT: Protection of Employees

**I. Board Policy**

The Board recognizes the need for a policy governing the protection of employees. Responsibility is delegated to the District Administration for implementing the policy according to established guidelines.

**II. Administration Policy**

The Protection of Employees policy will be implemented according to the following guidelines:

Guidelines

A. Employees shall report immediately in writing to their principal or immediate supervisor and to the Superintendent all cases of assault suffered in connection with their employment.

B. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee, after making reports, may request the Board to furnish legal counsel to defend him/her in such proceedings, insofar as the interests of the employee and the District are not conflicting. If the employee is found guilty or liable in such proceedings, such finding may constitute a cause for dismissal from the school system. Fines, damages, penalties, or forfeitures shall not be paid by the Board.

C. Civil liability insurance coverage shall be provided for each employee to the extent now provided by the law under tort liability. Costs of this coverage shall not be deemed to provide payment for fines, penalties, or forfeitures arising out of criminal proceedings.

D. Whenever an employee is absent from his/her assignment as a result of personal injury or for appearances before a judicial body of legal authority in connection with an assault case, he/she shall be eligible for sick days. There shall be no loss of wages or reduction in accumulated leave.

E. Physical restraint may be used by an employee in an extraordinary case of breach of discipline to restrain, if necessary, a disruptive pupil to prevent injury to himself/herself or students, provided the force used is reasonable under the circumstances. The employee shall inform the principal or immediate supervisor at once of such action and shall make an accurate, written report within 24 hours.

F. The District shall take appropriate action against the person (a student) committing the assault, according to the student discipline policy established by the District.

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SUBJECT: Reduction in Force—Provisional Employee

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## **I. Board Policy**

The Board recognizes the need for an orderly process of reducing staff. In the event that it becomes necessary, responsibility is delegated to the District Administration for implementing this policy according to established guidelines.

## **II. Administration Policy**

The Reduction in Force Policy for provisional employees will be implemented according to the following guidelines:

### Guidelines

#### **A. Layoff Procedure**

In the event of program changes, enrollment decreases, reduction in revenues, or other unforeseen circumstances, it may become necessary to reduce the staff. Should this occur, the following procedures shall be followed:

1. If a reduction in staff is necessary, decisions will be based on the program and staffing needs of the District.
2. Seniority in the District shall apply to the extent that reduction in force by seniority does not impact negatively on District needs and basic programs and on certification requirements.
3. If a choice must be made between two (2) or more employees, determined by the Administration to be equally qualified for an available position, the employee with the greatest seniority in the District will be retained.
4. Notification of termination, when related to a reduction in force, shall include the assurance that employees so terminated shall have the right to reemployment for an available position equivalent to the one they occupied at the time of the reduction in force, according to the recall policy contained herein.
5. Under normal circumstances, staff members who are to be affected by the reduction in force shall receive at least thirty (30) days notice.

#### **B. Recall**

1. New employees will not be hired until all provisional employees affected by the reduction in force have been given opportunity for reemployment in a comparable level of certification and qualification they occupied at the time of reduction in force. Provisional employees will be recalled after qualified contract employees of equivalent capability and qualifications in the same area have been recalled. This will not restrict the District from filling vacancies that exist for which no employee affected by the reduction in force qualifies under the stated criteria.

2. A provisional employee who is re-employed following termination because of reduction of staff during the same contract year will return to the same step and lane he/she was on at the time of reduction in force. Each employee must complete his/her normal time

as a provisional employee. If hired in succeeding years under this policy, he/she shall be placed on the next step and the same lane of the salary schedule he/she was on prior to termination unless in the intervening time he/she has qualified for a lane change; in which case, he/she shall be placed on the higher lane providing he/she returns upon the first offering by the Board to a position for which he/she is qualified.

3. Sick leave and personal leave benefits which have been accrued by an employee at the time of termination because of reduction in staff shall be reinstated at the level that existed at the time of reduction in force, upon his/her return to employment in the District, providing he/she returns upon the first offering by the Board to a position for which he/she is qualified.

4. Refusal by the employee to accept the first offering within ten (10) working days of official notice of opening for which he/she is qualified shall relieve the Board of any further responsibility to that employee. Allowance will be made for appropriate notice to a current employer as required by the employee's current contract, if employed elsewhere, not to exceed thirty (30) calendar days.

5. Employees with the greatest amount of seniority (District continuous service date) will be recalled first to available positions for which they qualify under the stated criteria.

6. This Reduction in Force Policy does not supercede any existing policy and if in conflict, the previously established policies will take precedence.



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SUBJECT: Reduction in Force—Contract Classified Employees

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## **I. Board Policy**

The Board recognizes the need for an orderly process when circumstances make it necessary to reduce staff. In the event that it becomes necessary to reduce staff, responsibility is delegated to the District Administration for implementing the policy according to established guidelines.

## **II. Administration Policy**

The Reduction in Force Policy for classified employees shall be implemented according to the following guidelines:

### Guidelines

#### **A. Layoff Procedure**

In the event that program changes, enrollment decreases, reduction in revenues, or other unforeseen circumstances make it necessary to reduce the classified staff, the procedures shall be as follows:

1. Decisions shall be based on the program and staffing needs of the District.
2. Seniority in the District shall apply to the extent that reduction in force by seniority does not impact negatively on District needs and services.
3. If a choice must be made between two (2) or more employees determined by the Administration to be qualified for an available position, the employee with the greatest seniority in the District shall be retained. If District seniority is the same, the original hire dates shall be used as the second determiner. If the hire dates are the same, the immediate supervisor shall make the selection based upon school or department needs.
4. Employees who are terminated through a reduction in force shall be notified of the right to reemployment in an available position for which they qualify which is equivalent to the one held at the time of the reduction in force. This does not preclude an employee from accepting a position for which they are qualified which is not equivalent to the position eliminated by the reduction in force. Benefits will be adjusted accordingly.
5. Under normal circumstances, staff members who are to be affected by a reduction in force shall receive at least thirty (30) days notice.

#### **B. Recall**

1. Classified employees affected by a reduction in force shall be eligible for recall for two years to available positions equivalent to the ones held at the time of the reduction in force. This shall not restrict the District from filling vacancies for which no employee affected by the reduction in force qualifies under the stated criteria.
2. If an employee is terminated through reduction in force and then rehired during the same contract year, the employee's salary step and lane placement shall remain unchanged unless the employee accepts a position on a lower salary lane. If the terminated employee is rehired during a subsequent year to an equivalent position, salary placement will move up

one step on the same lane.

3. An employee who is rehired within two years following termination through reduction in force shall have accrued sick leave and other leave benefits, including the continuous service date, reinstated at the level existing at the time of termination provided the employee accepts the first equivalent position offered by the Board for which he/she is qualified. If an employee accepts a position on a lower salary lane, benefits will be adjusted to reflect the current lane placement.

#### C. Transportation Department Reduction in Force

1. Drivers whose contract hours are reduced due to route changes or other extenuating circumstances shall be provided benefits at the original contract level until the end of the contract year.

2. If a driver is displaced due to route consolidation or other efficiency measures, the following procedures shall be implemented:

a. A displaced driver may bid for any run which is open. Driver selection shall be based on seniority and qualifications.

b. The displaced driver not selected under guideline 2 a. shall be given first preference on the subsequent vacancy based on seniority and qualifications.

c. The displaced driver not selected for the position described in item 2 a. who chooses not to accept the subsequent vacancy shall have two options:

(1) The displaced driver may displace the driver with the least seniority,

or

(2) The displaced driver may move to the top of the substitute driver list.

d. A driver who is displaced from a regular route by a driver with more seniority shall move to the top of the substitute driver list without loss of department seniority for a period of two years.

e. Displaced drivers as described in 2 d. shall receive fringe benefits only until the end of the current contract year.

SUBJECT: Job Sharing/Part-Time—Certificated

## **I. Board Policy**

The Board of Education recognizes that one of the most important aspects of the education process is the relationship that teachers have with students. The Board also recognizes that there are times when a very efficient, professional teacher may have circumstances where it would be beneficial for him/her to work part time. Therefore, the Board will allow two certificated individuals to share one position or for an individual to be hired on a part-time basis (half-time or more) with the approval of the local school principal and the appropriate Area Executive Director. Although job sharing or part-time assignments (half-time or more) may provide a positive alternative in the school staffing pattern, the needs of students within the school's educational program will be of primary concern. Consequently, job share or part-time assignments (half-time or more) must be compatible with the District philosophy, goals, and strategic plan. The Board delegates to the District Administration the responsibility for administering this policy.

## **II. Administration Policy**

The Human Resources Department will be responsible for recommending job sharing or part-time (half-time or more) requests for approval by the Board. That recommendation will be made within the following guidelines:

### Job Share Guidelines

A. Only two certificated employees may share one (1) full-time position. At least one (1) of the certificated employees must have one or more years of successful teaching experience in Jordan School District. An applicant for a job sharing position who is not a current certificated employee of Jordan School District will be considered upon recommendation of the Human Resources Department, the supervising principal and the appropriate area assistant superintendent. Teachers desiring to job share will be required to find a qualified, certificated teacher with whom to share the position.

B. A written plan must be presented to the principal by the certificated employee(s) desiring to job share. The plan must meet the needs of the individual students within the school's educational program and be approved by both the principal and the Area Executive Director. After the fourth continuous year in a job share, a simplified written plan shall be submitted to the principal and Area Executive Director for approval.

If two (2) certificated employees FROM two (2) different schools propose a plan to job share at one of the schools, approval must be obtained from the principal where job sharing will take place, the Executive Director and the Human Resources Department.

C. Each job sharing certificated employee will be required to work half of the time of a regular teaching contract. Time scheduling will vary according to the three (3) instructional levels and as determined by the principal of the school in which job sharing takes place.

D. Job sharing is only approved for a single contract year. Provisional teachers who have only taught on a half-time basis do not have an expectation of continued employment.

E. Certificated employees who have participated in job sharing may be offered a full-time position in a subsequent school year. If a certificated employee was employed by Jordan School District prior to entering into a job sharing assignment, and the job share is dissolved, that person will have the rights to continued employment as outlined in the remaining sections of the policy.

F. Subject to the approval of the supervising principal, certificated employees in a job sharing position may trade working time with their partner or may substitute for each other at substitute wages. In the event that one certificated employee resigns, the other certificated employee will assume the full job responsibility until a replacement can be hired. Such a certificated employee will receive the full-time contract rate during the interim.

#### Job Share/Part-time Guidelines

A. Hours of work that job share employees are required to spend on assignments such as parent-teacher conferences, committee work, faculty meetings, etc., shall be prorated by the percentage of a full-time contract according District policy DP342 Guideline E.

B. Job sharing certificated employees may qualify for professional development days according to District guidelines.

C. Movement on the salary schedule will be according to District policy DP309 NEG, Guideline F-1.

D. Job sharing certificated employees will be subject to the same District policies, procedures, and assignments as any other certificated employee. This includes educator evaluations as per District policy DP311.

E. Certificated employees involved in job sharing who desire health insurance benefits must pay one-half of the insurance premium with Jordan School District contributing the other half of the premium. Those who do not wish to participate in the health insurance program will be required to sign a waiver.

F. Seniority for job share or half-time employees will begin after successful completion of provisional status (three years). Seniority credit will be applied at one year for every two years of continuous job share or part-time experience thereafter.

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SUBJECT: Affirmative Action

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**I. Board Policy**

It is the policy of the Jordan Board of Education to recruit, employ, retain, and promote employment without regard to sex, national origin, age, race, color, or creed.

By this statement, the Board commits itself to ensuring minority groups equal opportunity for employment, for on-the-job training and for advancement in responsibilities and remuneration.

The Board shall make the employment practices policy known within and without the District, conduct periodic self-evaluations, and in the course of recruitment, see to it that minority group members are given full opportunity to compete for available positions.

The Board shall:

1. Consider men and women applicants on an equal basis.
2. Ensure that personnel programs affecting compensation, benefits, and other aspects of employment are administered without discrimination.
3. Publicize in a variety of ways (by brochures, recruitment, announcements, etc.) the District's commitment to provide equal opportunity employment.
4. Review the status of equal employment opportunity with individuals responsible for the selection, promotion, and reclassification of staff to ensure compliance and to remind them of the District's commitment to equal employment.
5. Ensure minority representatives complete access to all available employment opportunities.

SUBJECT: Assault or Abuse of Employees

## **I. Board Policy**

The Board recognizes that employees should not be subject to abuse in the workplace, and delegates to the District Administration responsibility for developing guidelines for handling incidents of verbal and physical abuse.

## **II. Administration Policy**

Abuse will be considered any verbal or physical conduct which places an employee at risk or in fear of personal safety including verbal or physical threats, gross profanity, intimidating gestures, or physical contact such as kicking, striking, pushing, or physically assaulting with or without a weapon. Abusive conduct, physical or verbal, will not be tolerated.

### Guidelines

#### A. Procedures for handling abuse/assault incidents.

1. Employees will take appropriate precautionary measures to avoid abuse/assault incidents.
2. If an abuse/assault incident occurs, abused employees will immediately notify their immediate supervisor.
3. The immediate supervisor will conduct an initial evaluation of the incident, requesting assistance from his/her division administrator, Jordan District police officers or other police officers as appropriate.
  - a. In cases of abuse/assault or threatened abuse/assault, an employee may be removed from the building until the immediate supervisor determines it is safe for the employee to return.
  - b. Employees who are removed from a building for safety reasons shall be placed on leave with pay.
  - c. Paid leave taken for safety reasons does not impact the individual's other leave benefits.
4. Statements will be taken from all parties involved and from witnesses to the incident.
5. Related evidence will be gathered or recorded photographically.
6. Victims of physical abuse will undergo a physical examination by a qualified physician at district expense even if injury is minimal.
7. The district will make restitution to an employee for verifiable damage or loss of personal property to the extent the district's liability insurance provides such coverage.
8. Employees whose clothing, glasses, or other items worn upon the body are damaged or destroyed as the result of an assault shall be reimbursed for verifiable damages.

#### B. Disposition of abuse/assault incidents

1. All incidents of employee abuse will be reported to the District compliance officer.
2. The District compliance officer will be responsible to follow through with the case

and take the necessary steps to assure that the issue is resolved and appropriate disciplinary policies and procedures are implemented.

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SUBJECT: Attendance Incentive—Certificated

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### **I. Board Policy**

The Board recognizes that it is in the best interest of students to have employees on the job each contract day, and delegates to the administration responsibility for administering an Attendance Incentive policy for qualifying employees.

### **II. Administration Policy**

The Attendance Incentive policy shall be administered according to the following guidelines:

#### Guidelines

- A. Funds recouped for “no pay” days, based on average salary less the cost of substitutes, shall be distributed to those employees paid on teacher salary schedules whose sick leave, personal leave, or “no pay” days during the contract year total between 0-2 days when rounded upward. These funds shall be distributed according to the following guidelines:
  - 1. Employees must complete a full contract year to be eligible.
  - 2. Only those employees eligible for fringe benefits can be the recipients of this program.
  - 3. Payment will be made on the regular July check based upon “no pay” days used from July through June.
  - 4. The following method will be used for calculating the dollar value of this incentive for each eligible employee:
    - a. Employees will be assigned a point value based on the total number of absences according to the following:
      - No absences 5.5 points
      - One absence 3.0 points
      - Two Absences 1.5 points
    - b. Total funds available shall be divided by the total points earned, which shall result in a dollar value per point.



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SUBJECT: No Absence Incentive—Classified

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**I. Board Policy**

The Board recognizes that it is in the best interest of students to have employees on the job each contract day, and delegates to the District Administration responsibility for administering a No Absence Incentive policy for qualifying employees.

**II. Administration Policy**

The No Absence Incentive policy shall be administered according to the following guidelines:

Guidelines

- A. Funds recouped for "no pay" days, based on average salary, shall be distributed equally to those employees paid on classified salary schedules who do not use any sick leave, personal leave, or "no pay" days during the contract year.
  - 1. Employees must complete a full contract year to be eligible.
  - 2. Only those employees eligible for fringe benefits can be the recipients of this program.
  - 3. Payment will be made on the regular July check based upon "no pay" days used from July through June.
  - 4. Payment of available funds to eligible employees shall be prorated according to the number of hours worked per day.

SUBJECT: Substance Abuse-Free Work Environment

**I. Board Policy**

Substance abuse is an increasing problem which is affecting all facets of American society. Current research indicates that the abuse of drugs and alcohol in the work place decreases employee safety and productivity.

Jordan School District has a responsibility to maintain public trust and confidence by providing a safe school environment for students and employees. The District also has a responsibility to assure, so far as reasonably possible, that all employees are able to assume their duties and carry out the tasks for which they were hired. Consequently, adherence to this Substance Abuse-Free Work Environment Policy is a condition of employment for all Jordan District employees who have direct contact with students or responsibility for student supervision. Adherence is also vital for those employees who have responsibility for operating equipment or heavy machinery which could pose a danger to the health or well-being of themselves or others.

This policy will be administered in compliance with the Federal Drug-Free Workplace Act of 1988 which requires that all recipients of federal funds maintain a drug-free work place.

The Board delegates to the Administration responsibility for establishing guidelines which promote a substance abuse-free work environment and developing procedures for dealing with policy violations. Compliance with this policy is mandatory consistent with federal and state law.

**II. Administration Policy**

The Administration is committed to establishing and maintaining a substance abuse-free work environment. Therefore, the unlawful manufacture, distribution, dispensing, possession and/or use of controlled substances and/or alcohol in the work place is prohibited. Any employee found in violation may be subject to disciplinary actions including but not limited to probation, suspension, and/or termination of employment. Administrative guidelines and due process procedures for employees who violate the substance Abuse-Free Work Environment are outlined in District policy DP316—Orderly Termination Procedure.

Guidelines

A. Violations

1. Convictions

- a. Employees convicted for substance abuse-related activity are required to report the conviction to the superintendent within five (5) days of occurrence.
- b. The superintendent will notify the Utah State Office of Education of the substance abuse conviction within ten (10) days of receiving notification of the substance abuse

conviction.

c. The district will impose appropriate personnel sanctions upon employees convicted of substance abuse activity.

d. District policy DP316—Orderly Termination Procedures will be followed when determining the appropriate action for dealing with an employee who is found in violation of this policy.

## 2. Probable Cause

Employees are expected to report to work physically and mentally capable of performing their job-related tasks. Administrators have the responsibility of questioning and taking appropriate action where there is reasonable cause to suspect that the possession, use and/or distribution of drugs or alcohol is present. Possible reasons to suspect substance abuse include but are not limited to the following:

a. Documented changes in job performance.

b. Presence of drug paraphernalia.

c. Accidents where there is a reason to believe that alcohol or drug usage was a factor.

d. Reports from an individual or group of drug or alcohol possession, use, and/or distribution by an employee.

e. Employee absences when there is reason to suspect the cause may be related to substance abuse.

f. Abnormal employee behavior and/or drastic mood swings.

## B. Employee Assistance

### 1. Awareness

The District will provide an employee awareness program to inform employees of the dangers of substance abuse in the work place.

### 2. Intervention

a. Employees are responsible to seek assistance for substance abuse problems before policy infractions occur and disciplinary action is necessary.

b. Employees are encouraged to seek short-term help from the Jordan Family Education Center or more extensive help from a licensed treatment facility in the community.

c. All associated costs for rehabilitation treatment will be borne by the employee.

d. Once the substance abuse policy is violated, subsequent enrollment in a treatment program will not necessarily lessen disciplinary action and may have no bearing on the determination of appropriate disciplinary action.

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SUBJECT: Incentive Lump Sum Payments

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**I. Board Policy**

The Board recognizes that in the normal contract negotiation process it may be in the best interest of the district to provide lump sum incentive payments to all employees or to specified categories of employees.

**II. Administration Policy**

The Board delegates authority to the District Administration to negotiate lump sum payments with the various employee groups within the parameters established by the Board.

Guidelines

A. When an incentive lump sum payment is to be provided separate and apart from other negotiated salary agreements, the lump sum payment will be included, along with other salaries, as eligible retirement wages.

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SUBJECT: Employee Discrimination and Harassment

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**I. Board Policy**

Jordan School District is committed to providing an employment environment that is free from illegal harassment and other forms of illegal discrimination based upon race, color, sex, pregnancy, childbirth or pregnancy-related conditions, religion, national origin, age (if the individual is 40 years of age or older) and disability. It is the intent of this policy to prohibit discrimination against any individual or class of persons specifically enumerated as protected under the Civil Rights Acts of the United States and the Utah Anti-Discrimination Act (UCA §34A-5-101 et seq.). It is not the intent of this policy to broaden coverage beyond those classifications specifically protected by federal or state statute.

**II. Administration Policy**

This policy is adopted to assist Jordan School District employees in moving toward a workplace that is free of discrimination. It is the policy of Jordan School District to provide fair, expeditious and uniform procedures for investigation and resolution of claims of illegal harassment or discrimination.

**III. Definitions**

- A. Clearly Offensive Conduct: That conduct, be it verbal or nonverbal, which when perceived in its overall context, would be taken by a reasonable person, similarly situated, to be strongly objectionable.
- B. Complainant: A person who files a written or oral complaint about illegal harassment or discrimination.
- C. Compliance Officer: Person or persons designated by the Superintendent to receive and process complaints of harassment or discrimination.
- D. Demeaning or Derisive Behavior: Unlawful behavior which substantially lowers the status, dignity or standing of another individual, or which insults or otherwise belittles or shows contempt for another individual.
- E. Disability: An individual's physical or mental impairment that substantially limits one or more major life activities, a record of such an impairment, or being regarded as having such an impairment.
- F. Discrimination: Unlawful conduct, including words or gestures and other actions, which adversely affects an employee's working environment or results in disparate treatment based upon race, color, sex, pregnancy, childbirth or pregnancy-related conditions, religion, national origin, age (if the individual is 40 years of age or older) and disability.  
Discrimination does not include referral to or use of regular District Administration

processes relating to employee evaluation and discipline.

G. Harassment: A form of discrimination that includes unlawful conduct of an offensive nature that is demeaning or derisive or occurs substantially because of the race, color, ethnic background, national origin, religion, sex, creed, age, citizenship or disability and which creates a hostile work environment. Harassment may include but is not limited to any of the three categories listed below:

1. Generalized Harassment: Includes intentional behavior directed at an entire group which is based on demeaning or derisive stereotypes, and is severe enough that it creates a hostile working environment.

Examples include comments or jokes, physical gestures or visual displays such as posters, etc.

2. Individually Targeted Harassment: Includes intentional, non-criminal behavior which is targeted at an individual or particular members of a group, which can be verbal, physical or visual that is severe enough or pervasive enough that it adversely affects the working environment.

Examples include negative or offensive comments, jokes, suggestions or gestures directed to an individual's or group's race, ethnicity or national origin.

3. Criminal Harassment: Harassing behavior which violates state or federal criminal statutes.

Examples include criminal assault, sexual assault, rape, criminal mischief, stalking, arson or trespass.

H. Respondent: A person named in a discrimination complaint as having engaged in or being responsible for, a discriminatory act or omission.

I. Retaliation: Any form or sanction, restraint, coercion, discrimination or adverse treatment against a person because that person has asserted, or has assisted another person to assert, a discrimination complaint in either a formal or informal manner with the district, or with any state or federal agency, or because that person has testified, assisted or participated in any manner in an investigation, proceeding or hearing related to a discrimination complaint.

J. Reprisal: The consequences of a subordinate's refusal to submit to the requests and/or demands of a supervisor that result in his/her job being adversely affected; an unlawful use of position to avenge or punish one for his/her refusal to consent/submit. Acts of reprisal may be overt or covert and may take many forms such as:

1. Open hostility to the individual, witnesses, or others involved.

2. Exclusion/ostracism of the individual, witnesses, or others involved, may range from overt to silent rejection.

3. Creation of, or the continued existence of, a hostile work environment.

4. Gender or individual-based negative remarks that are repeated and malicious.

5. Special attention to, or assignment of the individual or others involved to alternative duties that are less desirable work assignments or even reductions in pay.

K. Sexual Harassment: A form of sex discrimination. It consists of unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature that is based on one or more of the following conditions.

1. Submission to such conduct is made either explicitly or implicitly as a term or condition to work benefit.

2. Submission to or rejection of such conduct by a co-worker is used as the basis for decisions affecting the work environment.

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

There are two types of sexual harassment:

a. Hostile Environment: The three levels of hostile environment are the same as those listed for other harassment; e.g., generalized harassment, individually targeted harassment, and criminal harassment.

b. Harassment that culminates in a tangible action which alters the conditions of the working environment (previously called quid pro quo).

#### **IV. Complaint Procedure**

A. The following procedure is available for those who believe they are victims of harassment or discrimination, or who witness such acts:

1. Seek to resolve issue directly with the accused.

2. Seek to resolve issues through administrative personnel. Register a formal complaint with the District compliance officer who will initiate an investigation.

B. Any employee who knows of a violation of this policy is expected to report such conduct to a supervisor, administrator or the District compliance officer or the superintendent's designee.

C. The initial allegation of harassment may be submitted either orally or in writing.

D. Complaints must be made to the immediate supervisor/administrator or the District compliance officer or superintendent's designee within 45 calendar days after the date of the alleged act of discrimination.

#### **V. Investigative Procedures**

A. If an investigation reveals evidence of criminal conduct, the matter will be referred to local law enforcement. The district will conduct its own internal investigation independent of law enforcement officials.

B. All investigations will be treated with discretion to protect the privacy of those involved. All efforts will be made to treat the information as confidential; however, absolute confidentiality of all information obtained through an investigation cannot be guaranteed.

C. The accused may not contact the complainant during an investigation without the permission of District and the complainant.

D. When conducting investigations, the District compliance officer or superintendent's designee shall disclose his/her role as a neutral investigator rather than an advocate for any party. The extent of the investigation will be determined, among other factors, by the nature and severity of the charges.

E. An investigation shall be completed as quickly as practicable, but within 30 working days of receipt of the complaint, unless extenuating circumstances require a longer period. All parties shall be notified if an extension becomes necessary.

F. Within 10 working days of the conclusion of the investigation, the District compliance

officer or superintendent's designee shall provide all parties a written disposition of the complaint.

G. The parties will then have 10 working days to provide written responses to the report and have them considered by the District compliance officer or superintendent's designee.

## **VI. Disciplinary Procedures**

Any employee who has been found in violation of this policy will be subject to the following disciplinary procedures:

A. A first substantiated offense, if minor in nature, will result in a written reprimand to be entered in the employee's personnel file. Should the first offense be determined to be of a serious nature, a two (2) day suspension without pay will be imposed.

B. A second substantiated offense shall result in a ten (10) day suspension without pay and placement of the employee on official probation.

C. A third offense shall constitute grounds for termination of employment.

D. Any act of sexual harassment by an employee deemed to be excessively or unusually offensive may be adjudicated by waiving either Step A or B above.

## **VII. Reprisal/Retaliation**

Retaliation under this policy is prohibited. Individuals found to have engaged in retaliatory conduct will face disciplinary action, up to and including termination.

## **VIII. Records**

Records of all discrimination or harassment complaints shall be maintained by the District compliance officer or superintendent's designee. The records will be kept in a separate and confidential file as required by GRAMA. Information gathered, developed and documented in the investigation will be regarded as a protected record.

## **IX. Outside Reporting Procedures**

Nothing in this policy shall prohibit a person from filing a discrimination or harassment claim with Utah Anti-Discrimination and Labor Division (UALD) or the Equal Opportunity Commission (EEOC). If an employee pursues a claim of discrimination he/she should be aware that Utah is a "dual filing" state, which means that a complaint is filed with the UALD and the UALD will forward the claim to the EEOC. An employee has a maximum of 180 calendar days from the alleged date of discrimination to file a claim with the UALD.



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SUBJECT: District Records Management

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## **I. Board Policy**

The Board of Education is committed to see that Jordan School District records are managed in an efficient, responsible manner. Therefore, the Board delegates to the Administration responsibility for establishing criteria for maintaining, classifying, preserving, accessing, and destroying district records in compliance with the Government Records Access and Management Act (GRAMA), Utah Code §63-2-701, annotated 1991.

## **II. Administration Policy**

The District Records Policy shall be implemented according to the following guidelines:

### Guidelines

#### **A. Records Management**

1. Jordan District records shall be managed under the direction of the principal and/or the appointed records officer of each school and department.
2. The Business Administrator shall be the records officer for all general district records including Board of Education minutes and all documents related to fiscal matters such as property, budgets, payroll, accounts, contracts, etc.
3. The Executive Director of Human Resources shall be the records officer for all records related to personnel.
4. The Director of Planning and Student Services shall be the records officer for all records related to students.
5. The Director of Planning and Student Services shall serve as the District's liaison to the State Archives.

#### **B. Records Classification**

1. All Jordan District records created after July 1, 1992, shall be classified as either public, private, controlled, protected, or exempt.
2. The Director of Planning and Student Services shall inform the State Archives no later than July 1 each year of the classification of any new record series created during the previous 12 months.

#### **C. Public Records**

1. Public records shall include:
  - a. Official minutes, actions and decisions of the Board of Education and District Administration unless the record involves information which is classified as private, controlled, or protected.
  - b. Official District and school policies, contracts, minutes, and accounts.
  - c. Names, gender, job titles, job descriptions, business addresses, business telephone numbers, gross salaries, working hours, and dates of employment of all current and former employees.

d. Documents showing formal criminal charges against an employee unless, in the judgment of the superintendent, the charges are groundless or the charges are not sustained.

2. Public records shall be open for public inspection during regular office hours.

#### D. Private Records

1. Private records shall include:

a. Personnel files including applications, nominations, recommendations, evaluations, and proposals for advancements or appointments.

b. Documents related to eligibility for unemployment benefits, social services, welfare benefits, personal finances, individual medical condition, and military status.

c. Individual student records. (See policy AS61—Student Records.)

2. Private records shall be open only to the subject of the record and other authorized individuals or agencies. Access to student records shall be provided in accordance with the Family Educational Rights and Protection Act (FERPA). (See policy AS61—Student Records.)

#### E. Controlled Records

1. Controlled records shall include records containing medical, psychiatric, or physiological data on an individual which, if disclosed, could be detrimental to the individual's mental health or safety.

2. Controlled records shall be open only to authorized persons or agencies but are not open to the subject of the record.

#### F. Protected Records

1. Protected records shall include:

a. Any information that, if disclosed, would jeopardize the life or safety of an individual or security of district property or programs.

b. Documents that, if disclosed, would place the district at a disadvantage in contract negotiations, property transactions, or bargaining position or could enable circumvention of an audit.

c. Records related to potential litigation or personnel hearings.

d. Records generated in meetings which are closed in accordance with the Utah Open and Public Meetings law.

e. Test questions.

2. Protected records shall be open only to authorized individuals and agencies or in response to court order.

#### G. Exempt Records

1. Exempt records shall include student records which are protected by the Family Educational Rights and Protection Act (FERPA).

#### H. Access to District Records

1. Requests to view district records should be addressed to the appropriate records officer during regular business hours.

2. Individuals requesting to view records classified as private, controlled, or protected shall be required to submit their request in writing. Requesters must prove their right to access the record through personal identification, written release from the subject of the record, power of attorney, court order, or other appropriate means.

3. The records officer shall determine whether access to the requested record(s) is to be granted or denied.

a. If the request is approved, the records shall be provided as soon as possible and

not more than 10 working days from the date the request was received.

b. If the request is denied, the records officer must specify the reason, and the requester shall be informed of the right to appeal.

## I. Appeals Process

### 1. Appeals to the District Administration

a. The requester shall file a written request for a hearing with the Director of Planning and Student Services at least 10 working days prior to the desired hearing date.

b. Upon receiving the request, the Director of Planning and Student Services shall schedule a mutually convenient date, time, and location for the hearing and notify all parties.

c. The requester has the right to be represented by legal counsel at the hearing.

&n bsp; (1) If the requester is to be represented by legal counsel, the administration must be notified at least 10 working days in advance of the hearing.

&n bsp; (2) If the requester has legal counsel present at the hearing, the administration may also be represented by legal counsel.

d. Within 10 working days of the hearing, the Director of Planning and Student Services shall notify the requester in writing of the action recommended.

e. If the requester is not satisfied with the action recommended, an appeal may be filed with the Board of Education.

2. Appeals to the Board of Education shall follow the same procedures and time lines outlined in items E.1. above.

3. If the Board upholds the action recommended in the hearing with the District Administration, the requester has the right to appeal the Board's decision in Third District Court.

## J. Copying District Records

1. The District may charge a fee for duplicating district records that is equal to the actual duplication cost plus any employee time involved.

2. The District shall refuse to allow duplication of copyrighted materials.

3. The District shall charge 5 cents per page for duplicating records. If more than 30 minutes of labor is involved, the district shall also charge for labor at the rate of \$6 per hour.

## K. Retention of District Records

1. The District shall adhere to the general schedule for records retention approved by the State Records Committee.

2. Records which are not covered by the general schedule shall be submitted to the State Records Committee for scheduling.

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SUBJECT: Retirement: Purchasing Service Credits

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### **I. Board Policy**

It is the policy of the Board to assist employees who wish to qualify for early retirement by purchasing service credit through the Utah Public Employees Noncontributory Retirement System as provided under Senate Bill 34 enacted by the 1995 Utah State Legislature.

### **II. Administration Policy**

This policy shall be administered according to the following guidelines:

#### Guidelines

A. Employees must have a minimum of 25 years of qualifying service under the Public Employees Noncontributory Retirement System to participate in this program.

B. Employees may purchase service credit toward retirement under the following conditions.

The employee may purchase up to five years of retirement credit even if it exceeds the number of years or age required by the employee to retire with no actuarial reduction. (As per Senate Bill 217 enacted by the 1999 Utah State Legislature).

C. Employees may purchase service credit toward retirement as follows:

1. Through the end of the first fiscal year of the early retirement incentive benefit, the retiree may authorize the District to use the benefit to purchase additional service credit for the employee. A penalty of 3.25 percent shall be imposed to offset the District's loss in interest earnings. (See policy DP321 NEG.)

2. The employee may authorize the District to use the employee's sick and personal leave bonus and \$75 per year service award to purchase additional service credit. (See policy DP319 NEG.)

3. The employee may use 401(k) assets to purchase additional service credit.

D. The employee may be permitted to work for the District upon retirement if he/she does not exceed the compensation limit permitted by Social Security.

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SUBJECT: Job Reviews - Classified

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I. Board Policy

It is the policy of the Board to assure that classified job descriptions match the major duties and responsibilities actually assigned. To this end, the Board establishes job review procedures and authorizes the District Administration to implement this policy.

II. Administration Policy

This policy shall be administered according to the following guidelines:

Guidelines

Position Analysis Questionnaire – PAQ: The Classified Job Review process which has been adopted by the Board of Education

A. PAQ Interview Team

The PAQ Interview Team will consist of the following: Executive Director of Human Resources, the classified Human Resources Specialist and the USEA labor relations representative.

1. The PAQ Interview Team will develop a rotation schedule to review all classified job descriptions on a five-year (5) basis.
2. Interview Process
  - a. The PAQ Interview Team will determine who and how many incumbents should be interviewed.
  - b. The interviews will take place during regularly scheduled work hours.
  - c. The PAQ Interview Team will conduct an interview with the incumbents and supervisor using the PAQ.
  - d. The Executive Director of Human Resources and the USEA labor relations representative will score the interview using the established PAQ process

B. Job Review Committee

1. The Review Committee shall be composed of the following:
  - a. The permanent members shall be trained in the PAQ process:
    - (1) The Executive Director of Human Resources or designee
    - (2) The President of the JCPA or designee
    - (3) The USEA labor relations representative
    - (4) Two ad hoc members who are trained in the PAQ process – one representing JCPA and one representing the Administration.
2. The Job Review Committee shall convene at least once each year for the purpose of reviewing and taking action on the PAQ Interview Team recommendations. A recording secretary shall be assigned to keep official minutes of the meeting. These minutes shall serve as a resource to the committee in future deliberations.

C. Initiating an Administrative Request for a Job Review

1. Only District-level Administrators may file a request for a job review under the following circumstances:
  - a. The request must be filed with the Superintendent through District Cabinet.
  - b. A department reorganization, addition, or elimination has substantively changed responsibilities and job requirements.
  - c. A new position that necessitates a new job description is added to the

department.

- d. Essential functions and/or required skills levels have changed.
2. Requests for a job review shall include the following information:
  - a. A formal request for a review signed by the department director and the appropriate Executive Director.
  - b. A letter justifying and supporting the job review request will be submitted by the department director and the appropriate Executive Director.
  - c. A copy of the current and/or proposed job description reflecting the essential and non-essential functions and assigned duties of the proposed position shall be forwarded to the Superintendent. All substantiating evidence should be included.
3. The Superintendent will determine if the request is complete, valid, and includes all required substantiating documents and signatures.
4. If the job review request is found to be valid and in order, the Superintendent will forward the request to the PAQ Interview Team, who will conduct the appropriate PAQ review of the job and make recommendations to the Superintendent regarding the written job description and appropriate placement of the job on the salary schedule.
5. If the Superintendent accepts the PAQ Interview Team's recommendations, the Superintendent will determine the implementation and funding.
6. The District Superintendent and his/her designee reserves the right to make changes in salary and lane placement of employees in the best interest of the District.

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SUBJECT: Alternative Leave Day—Certificated

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**I. Board Policy**

It is the policy of the Board to allow eligible certificated employees an alternative leave day each year.

**II. Administration Policy**

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

Guidelines

- A. Each eligible certificated 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 or last five days of the school year.
- F. Alternative leave may not be used the day before or after a personal leave day is taken.
- G. Alternative leave may not be used to seek other employment.
- H. Upon retirement, unused alternative leave days shall count toward the sick leave/personal leave bonus benefit referred to in District policy DP319—Rctirement, Certificated, Section II.B.

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SUBJECT: Alternative Leave Day—Classified

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**I. Board Policy**

It is the policy of the Board to allow eligible classified employees an alternative leave day each year.

**II. Administration Policy**

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

Guidelines

- A. Each eligible classified employee shall be allowed one (1) day of alternative leave per year.
- B. Employees taking alternative leave shall be deducted 40% of their daily rate.
- 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 the day before or after a personal leave day is taken.
- F. Alternative leave may not be used to seek other employment.
- G. Upon retirement, unused alternative leave days shall count toward the sick leave/personal leave bonus benefit referred to in District policy DP319B—Retirement, Classified, Section II.B.



SUBJECT: Employee Information Network Acceptable Use Policy

**I. Board Policy**

The Board recognizes the need for a policy governing the use of the electronic information resources by employees as outlined in Utah State Code §53A-3-422. Responsibility is delegated to the District Administration for implementing the policy according to established guidelines.

**II. Administration Policy**

The Acceptable Use Policy shall be administered and implemented according to the terms and conditions outlined in the following guidelines:

**A. Scope**

This policy references the use of electronic information resources made available to employees by Jordan School District. These resources include, but are not limited to, voice mail, electronic mail, the Internet, and other network files or accounts provided to employees.

**B. Terms and Conditions of This Policy**

**1. Acceptable Network Use**

a. Employees will use the Internet and other electronic information resources in an appropriate manner, abiding by the rules and regulations described in this policy.

b. Employees who formally publish school or District related information on the Internet must have proper approvals and abide by District publishing guidelines and procedures (as per D212—District and School Web Sites).

c. Employees are expected to abide by generally accepted rules of network etiquette. These rules include, but are not limited to, being polite, never sending or encouraging others to send abusive messages, and using inappropriate language.

**2. Unacceptable Network Use**

a. Employees may not intentionally transmit or receive material in violation of law or District policy. This includes, but is not limited to, pornographic, indecent or sexually suggestive materials, weapons, controlled substances or alcohol, or incendiary devices. Users are prohibited from posting or sending content that contains threats or is hatefully or racially, ethically or otherwise objectionable.

b. Employees may not participate in or promote any illegal or inappropriate activities, disruptive use of the network, or activities of any kind that do not conform to the rules, regulations, and policies of Jordan School District.

c. Employees may not use the network for product advertisement or political lobbying.

d. Employees are advised not to reveal personal information such as names, addresses, telephone numbers, passwords, credit card numbers or social security numbers. Releasing personal information of others or that of organizations associated with the District is prohibited.

e. Employees may not intentionally harm or destroy District data, the network, or network performance. This includes, but is not limited to, creation and introduction of computer viruses, unauthorized access to restricted systems or programs, or using the District network to illegally access other systems.

### 3. Expectation of Privacy

a. Employee files, disks, documents, etc., which have been used or created with District electronic information resources are not considered private.

b. Electronic mail transmissions are not private.

### 4. Submission

Employees will be required to submit an Employee Signature of Agreement Form each year or upon special request. Forms are available from local principals and department supervisors.

### 5. Disciplinary Action

a. The signature indicates that the employee has carefully read, understands, and agrees to abide by the terms and conditions regarding proper behavior and use of the network. The signature on the Employee Signature of Agreement Form is legally binding.

b. Employees who violate the terms and conditions of this policy may have their access to electronic information limited, suspended, or revoked and will be subject to disciplinary action, including the possibility of termination of employment and appropriate legal action as outlined in District policy DP316 NEG—Orderly Termination.

### 6. Service Disclaimer

Jordan School District makes no warranties of any kind, either expressed or implied, for the electronic information resources it is providing. The District will not be responsible for any damages an employee suffers while using these resources. These damages may include, but are not limited to, loss of data as a result of delays, employee errors or omissions, or non-deliveries or service interruptions caused by a network system. Use of information obtained by the network system is at the employee's own risk. Jordan School District specifically denies any responsibility for the accuracy of information obtained through the electronic information resources.

The Employee Signature of Agreement Form is available at [www.jordandistrict.org/policymanual/pdf/DP371\\_form.pdf](http://www.jordandistrict.org/policymanual/pdf/DP371_form.pdf)

JORDAN SCHOOL DISTRICT  
Barry L. Newbold Ed.D. - Superintendent of Schools  
Sandy, Utah

**TRADITIONAL  
SALARY SCHEDULE "C"**  
184 DAYS - Full Time  
8 Hours Per Day

**TEACHERS SALARY SCHEDULE**  
August 23, 2005 to June 8, 2006

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

BACHELOR'S PLUS 90 QTR/60 SEM = LANE D + \$500 - DOCTORATE = LANE G + \$1,200 - NATIONAL BOARD CERT +\$1000

STEP	Bachelor's	Graduate and/or Approved Credit Earned After Bachelor's Degree			Master's Degree	Graduate Hrs. and/or Credit Earned After Master's
	LANE A	LANE B	LANE C	LANE D	LANE E	LANE G
	Bachelor's	B + 30 qtr or 20 sem	B + 45 qtr or 30 sem	B + 60 qtr or 40 sem	Master's	M + 45 qtr or 30 sem
1	26,382	26,968	27,311	27,778	29,187	30,501
2	26,382	26,968	27,311	27,778	29,187	30,501
3	26,382	26,968	27,311	27,778	29,187	30,501
4	27,614	28,211	28,574	29,031	30,468	31,847
5	28,907	29,512	29,890	30,344	31,808	33,246
6	30,258	30,874	31,270	31,716	33,209	34,709
7	31,676	32,300	32,708	33,151	34,671	36,234
8	33,161	33,785	34,218	34,649	36,198	37,828
9	34,714	35,342	35,797	36,210	37,786	39,494
10	36,816	36,974	37,446	37,849	39,453	41,232
11	37,001	39,187	39,688	40,068	41,347	43,046
12	37,001	39,383	41,513	41,911	42,998	44,937
13	37,001	39,383	41,721	43,784	44,886	46,914
14	37,001	39,383	41,721	44,004	47,481	49,621
15	37,001	39,383	41,721	44,004	47,718	49,870
16	37,001	39,383	41,721	44,004	47,718	49,870
17	37,741	40,171	42,555	44,881	48,675	50,867
18	37,741	40,171	42,555	44,881	48,675	50,867
19	37,741	40,171	42,555	44,881	48,675	50,867
20	37,741	40,171	42,555	44,881	48,675	50,867
21	38,011	40,457	42,859	45,202	49,022	51,229
22	38,011	40,457	42,859	45,202	49,022	51,229
23	38,011	40,457	42,859	45,202	49,022	51,229
24	38,011	40,457	42,859	45,202	49,022	51,229
25	38,678	41,155	43,587	45,958	49,824	52,060