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NEGOTIATED AGREEMENTS

**Jordan Classified Professional Association
2003-2004**

classified emp's

7/30/02

7/1/03 - 6/30/04

**Jordan School District
June 2003**

35 pages

JORDAN SCHOOL DISTRICT
Dr. Barry L. Newbold, Superintendent of Schools

Jordan Classified Professional Association
Negotiated Agreement
2003-2004

COMPENSATION

For the 2003-2004 school year, the Board of Education allocated \$4,636,661 for all employee compensation (represents a 1.954% overall increase). The Classified group used their allocation as indicated below.

SALARY

1. **Salary Settlement**
(See Attachment 1)

It is agreed that for the 2003-2004 school year, the salary schedule will not be increased.

\$ 0 \$0.00%

2. **Increments**

It is agreed that the Board of Education will fund the cost of step and longevity increases for the 2003-2004 school year.

\$1,044,612 1.79%

Regular increment 1.70%
Longevity Increments .09%

3. To comply with Legislative intent it is agreed that \$30,000 will be used to fund a one-time stipend to those individuals who did not receive the 17 and 25 year salary adjustment for 2002-2003 contract year.

\$ 30,000 0.05%

BENEFITS

1. **Health and Accident Insurance**

\$0 0.00%

It was reaffirmed that yearly insurance cost increases will be determined by a third-party actuary, that employees will pay 50% of any increase through additional premiums, and that the remaining increase in premiums will be paid from any legislative increase in the value of the WPU prior to the beginning of employee negotiations. For the 2003-2004 school year, there will be no premium increase but modifications will be made to the insurance plan to ensure no added cost for the Board of Education.

POLICY CHANGES

1. **Family and Medical Leave Act - DP322**

It is agreed that a copy of the Family and Medical Leave Act Policy, DP322 will be included in future classified policy manuals.

2. **Employee Discrimination and Harassment - DP358**

It is agreed that a copy of the Employee Discrimination and Harassment policy, DP322 will be included in future classified policy manuals.

3. **Orderly Termination Procedures - Classified DP316B NEG
(See Attachment 2)**

It is agreed to modify the Orderly Termination Procedures - Classified, DP316B NEG to provide a more clear definition of a temporary employee. It is also agreed that requests and approvals for extensions of the hearing procedures or informal conference, will be put in writing, agreed to, and shared with all parties involved.

4. **Grievance Procedures - Classified DP315B NEG
(See Attachment 3)**

It is agreed to modify policy DP315B NEG - Grievance Procedures to more clearly identify who is to be provided copies of any filed grievances. Provision was also made to provide an opportunity for the JCPA to file a grievance at level III as an association. Otherwise, steps I and II will continue to be followed.

Additionally, the policy was modified to provide for a hearing panel to be used in the grievance process rather than hiring a hearing officer.

5. **Staff Selection, Promotion, and Salary Placement (Classified) DP307
(See Attachment 4)**

It is agreed to amend policy DP307, Staff Selection, Promotion, and Salary Placement (Classified) to indicate that the policy applies to both part-time and full time employees. The selection of the representatives to serve on interview teams for non-administrative (not to include Directors, Accountants, Information Systems Managers or Supervisors) positions was listed.

The policy was further modified to eliminate the requirement for an employee to occupy a position for 12 months before he/she is eligible to apply for a transfer or a promotion.

6. **Sick Leave - Classified DP326 NEG
(See Attachment 5)**

It is agreed to modify policy DP326 NEG, Sick Leave - Classified to establish the order that leave days are taken before qualification for critical family illness leave. Accrued leave days will be taken in the following order: personal leave, family leave, sick leave and vacation.

It is agreed to modify this policy to require employees who are granted sick bank days to agree in writing to repay the sick bank for any unused vacation days for sick bank days used or granted prior to transitioning to long-term disability. Employees on sick bank will also not be

allowed to accrue additional leave (personal, family sick, sick or vacation) days while on sick bank.

7. Industrial Accidents - DP346

It is agreed to establish a joint committee to assess the feasibility of modifying the time lines for replacement of an employee who is on leave because of an industrial accident to ensure that the new policy conforms with the Family and Medical Leave Act (FMLA).

8. Reduction in Force - Contract Classified Employees DP349 NEG (See Attachment 6)

It is agreed to modify policy DP349 NEG, Reduction in Force, Contract Classified Employees to allow an employee who is rehired after a reduction in force to maintain their continuous service date if rehired within a two-year period.

9. Job Appeals - DP369 NEG (See Attachment 7)

It is agreed to change the name of policy DP369 NEG from Job Appeals to Job Reviews - Classified. The Position Analysis Questionnaire (PAQ) policy will be presented to the Board of Education as the official method of reviewing job classifications.

A moratorium will be placed on sections II-C and II-D, salary lane placement and funding for salary lane changes resulting from job reviews.

MISCELLANEOUS

1. District Policy Guidelines

It is agreed that the District Administration will provide two copies of all policy guidelines and updates and the Human Resource School Procedure Manual.

2. Alternative Dispute Resolution

It is agreed that by July 1, 2003 the District Administration and the JCPA will create a flowchart for employees outlining an Alternative Dispute Resolution process that is independent of the Orderly Termination and Grievance policies. This would be used when there has not been a violation of District policy or State or Federal law.

3. Calendar Days versus Working Days

It is agreed that as the policies of the Jordan School District are placed on the Jordan School District Web site, the District Classified Advisory Committee will work on defining in policy the difference between calendar and working days.

4. **Insurance Co-Chairs**

It is agreed that there will continue to be co-chairs of the District Insurance Committee for the 2003-2004 school year as previously negotiated.

5. **School Advisory Council AA422 NEG**

It is agreed that the Superintendent will discuss that the JCPA be included in the School Advisory Council at local schools in his remarks during the August Administrator Conference. The JCPA president and the USEA labor relations representative will be invited to the Fall Administrators' Conference.

6. **JCPA Access to Training and Workshops**

It is agreed to jointly explore the feasibility of providing a professional development day for classified employees during the workday.

7. **Hepatitis C Protection for Classified Employees**

It is agreed that that the District Administration will communicate with Mr. Cal Evans, Executive Director of Compliance and Special Programs about the feasibility of Special Education funding being allocated to continue to provide Hepatitis C protection and training to classified employees who work with high-risk populations.

8. **Mentoring Program for Classified Employees**

It is agreed that a mentoring program for classified employees will be established by committee for those areas where one does not already exist. Guidelines will be established by August 1 for implementation.

9. **Posting of Job Openings**

It is agreed that the Department of Human Resources will print a weekly posting of classified job openings that will be distributed to locations throughout the District.

10. **Classified District Advisory**

It is agreed that the JCPA will limit the size of the District Advisory Committee to a maximum of 15 representatives which will include the president of each department advisory committee.

11. **Early Retirement Incentive**

It is agreed that the JCPA and the Human Resources Department will study the implications of developing an early retirement incentive for classified employees.

12. **Unauthorized Entry on School Bus**

It is agreed that the District will share any information received from the Utah State Office of Education regarding the implementation of H.B. 174 "Unauthorized Entry on a School Bus" with the JCPA.

13. **Classified Negotiations Summary**

It is agreed that a summary of the Classified Negotiations Settlement and classified employee group contract will be posted on the District Web site.

14. **No Child Left Behind Legislation**

It is agreed that the District Administration will provide information about the impact of the federal No Child Left Behind (NCLB) legislation to classified employees. A date and time for this meeting will be jointly determined by JCPA and district administration.

15. **District Travel Policy**

It is agreed that Mr. Burke Jolley will review and clarify the district travel policy as it relates to classified employees and report his findings by October 1, 2003 to the JCPA leadership.

CLASSIFIED MASTER SALARY SCHEDULE
2003-2004

STEPS	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6	LANE 7	LANE 8	LANE 9	LANE 10	LANE 11	LANE 12
1	8.13	9.17	10.37	11.53	12.41	13.18	13.83	14.67	15.64	17.20	17.77	18.76
2	8.17	9.21	10.42	11.58	12.47	13.25	13.90	14.74	15.72	17.29	17.86	18.86
3	8.58	9.65	10.92	12.13	13.06	13.86	14.57	15.43	16.48	18.11	18.71	19.76
4	8.99	10.13	11.48	12.74	13.72	14.57	15.30	16.22	17.31	19.04	19.66	20.75
5	9.49	10.67	12.09	13.43	14.46	15.34	16.11	17.08	18.22	20.06	20.70	21.85
6	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
7	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
8	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
9	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
10	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
11	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
12	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
13	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
14	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
15	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
16	10.44	11.77	13.31	14.79	15.94	16.92	17.77	18.83	20.10	22.09	22.84	24.10
17	10.67	12.01	13.60	15.09	16.25	17.27	18.13	19.22	20.52	22.56	23.31	24.60
18	10.67	12.01	13.60	15.09	16.25	17.27	18.13	19.22	20.52	22.56	23.31	24.60
19	10.67	12.01	13.60	15.09	16.25	17.27	18.13	19.22	20.52	22.56	23.31	24.60
20	10.67	12.01	13.60	15.09	16.25	17.27	18.13	19.22	20.52	22.56	23.31	24.60
21	10.67	12.01	13.60	15.09	16.25	17.27	18.13	19.22	20.52	22.56	23.31	24.60
22	10.67	12.01	13.60	15.09	16.25	17.27	18.13	19.22	20.52	22.56	23.31	24.60
23	10.67	12.01	13.60	15.09	16.25	17.27	18.13	19.22	20.52	22.56	23.31	24.60
24	10.67	12.01	13.60	15.09	16.25	17.27	18.13	19.22	20.52	22.56	23.31	24.60
25	10.87	12.22	13.85	15.37	16.54	17.58	18.48	19.60	20.89	22.98	23.72	25.05

CLASSIFIED MASTER SALARY SCHEDULE
2003-2004

STEPS	LANE 13	LANE 14	LANE 15	LANE 16	LANE 17	LANE 18	LANE 19	LANE 20
1	20.62	21.83	23.10	24.43	25.85	27.35	28.93	30.62
2	20.73	21.94	23.22	24.55	25.98	27.48	29.07	30.77
3	21.67	22.94	24.27	25.67	27.16	28.73	30.39	32.17
4	22.74	24.07	24.46	26.93	28.51	30.15	31.96	33.76
5	24.12	25.51	26.99	28.55	30.21	31.96	33.49	35.79
6	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
7	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
8	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
9	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
10	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
11	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
12	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
13	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
14	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
15	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
16	26.52	28.05	28.52	31.41	33.23	35.16	36.84	39.36
17	27.05	28.62	30.29	32.03	33.90	35.86	37.56	40.15
18	27.05	28.62	30.29	32.03	33.90	35.86	37.56	40.15
19	27.05	28.62	30.29	32.03	33.90	35.86	37.56	40.15
20	27.05	28.62	30.29	32.03	33.90	35.86	37.56	40.15
21	27.05	28.62	30.29	32.03	33.90	35.86	37.56	40.15
22	27.05	28.62	30.29	32.03	33.90	35.86	37.56	40.15
23	27.05	28.62	30.29	32.03	33.90	35.86	37.56	40.15
24	27.05	28.62	30.29	32.03	33.90	35.86	37.56	40.15
25	27.60	29.19	30.89	32.68	34.57	36.57	38.32	40.95

SUBJECT: ORDERLY TERMINATION PROCEDURES—CLASSIFIED

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: ~~An individual who is employed on a temporary basis as defined by the policies adopted by the Board of Education. Temporary employees serve at will and have no expectation of continued employment (see DP308—Auxiliary Personnel). A temporary employee does not have a right to due process as defined in this policy. 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.

SUBJECT: ORDERLY TERMINATION PROCEDURES—CLASSIFIED

- 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 employee 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.

P O L I C Y

SUBJECT: ORDERLY TERMINATION PROCEDURES—CLASSIFIED

- 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 CONTRACT CLASSIFIED EMPLOYEE IS IN QUESTION

- 1. When continued employment of a contract classified employee is in question, the contract 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 contract 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 CONTRACT CLASSIFIED EMPLOYEE WILL NOT BE RENEWED

- 1. When the contract of a contract classified employee will not be renewed, the contract 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.

SUBJECT: ORDERLY TERMINATION PROCEDURES—CLASSIFIED

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 contract 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 contract 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 contract 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 CONTRACT 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 a hearing panel or 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.
 - (1) 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.

SUBJECT: ORDERLY TERMINATION PROCEDURES—CLASSIFIED

- (2) The informal conference will be conducted within ten (10) working days after the receipt of the request for the conference.
 - (3) The classified employee may be accompanied by an individual of his/her choice.
 - (4) The classified employee may present verbal or documentary evidence.
 - (5) 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.
 - (6) 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 a hearing panel or a hearing before an independent hearing officer. All hearings, regardless of whether before a hearing panel or with a independent hearing officer shall be scheduled within ten (10) working days after the informal conference report has been received from the grievance officer whenever possible.
- e. The notice shall also inform the individual of the right to be represented at the hearing(s) by a representative of his/her choice.
 - f. If an employee requests a hearing before a hearing panel, the same guidelines that are used in a hearing before an independent hearing officer shall be in effect except that the employee has no appeal rights beyond the hearing panel.
 - g. The hearing panel shall consist of one representative appointed by the District, one representative appointed by the individual and one representative mutually agreed upon.
 - h. No attorneys may participate in the hearing panel process.
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.

SUBJECT: ORDERLY TERMINATION PROCEDURES—CLASSIFIED

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 PANEL OR HEARING OFFICER

- a. After hearing all of the evidence, the hearing panel or officer may render an oral decision immediately following the conclusion of the proceeding. The hearing panel or 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 panel or 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.

SUBJECT: ORDERLY TERMINATION PROCEDURES--CLASSIFIED

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. FINALITY

- a. The decision of the Board in all cases is final.
- b. A rehearing shall not be allowed. (Note: The decision of the hearing panel cannot be appealed to the Board of Education.)

10. 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.

11. 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: GRIEVANCE PROCEDURE—CLASSIFIED

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. 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.~~
- ~~D. 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. If this is not satisfactory, the employee shall file at Step II.
- B. Step II:
 - 1. Any 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 immediate supervisor to the ~~District grievance officer~~ who shall then submit the issue in question to the Jordan Classified Professional Association (JCPA) in writing. JCPA has the option of reviewing the issue and making a written response to the District grievance officer: appropriate Executive Director, the Executive Director of Human Resources or his/her designee, and the President of Jordan Classified Professional Association (JCPA)
 - a. The immediate supervisor shall respond to the grievance grievant in writing, within five (5) working days following receipt of the grievance. A copy of the response will be forwarded to the appropriate Executive Director, the Executive Director of Human Resources or his/her designee, and to the President of JCPA.
 - b. If the immediate supervisor's 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 4 I.)
 - a. The grievant or his/her designee, shall prepare and file the grievance with the grievance officer.
 - b. The grievant, or his/her designee, shall choose either the Investigation Investigatory Committee or the grievance officer shall to investigate the complaint with the parties concerned in the grievance within fifteen (15) working days of the grievance having been filed at Step III.
 - c. 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

SUBJECT: GRIEVANCE PROCEDURE—CLASSIFIED

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 grievance officer, or if the grievant fails to file the grievance at Step IV within the time limits set forth herein.
- e. If no written report has been issued within the time limits set forth in "c" above, or if the grievant or District shall reject the recommendations of the grievance officer, the grievant shall be free to file the grievance at Step IV.

D. Step IV:

- 1. If the grievant rejects the recommendations of the District grievance officer, or the grievance officer fails to issue a written report in the time specified, the grievant shall have ten (10) working days to request that an impartial hearing officer panel be selected to hear the grievance or the grievant may request that a hearing panel be selected. (Procedures for the selection of the hearing officer or hearing panel are in the miscellaneous provisions—See Miscellaneous Item K.)
- 2. ~~The hearing panel shall convene within fifteen (15) working days after the grievance was filed at Step IV.~~
- 2.3. The hearing officer or hearing panel shall submit written recommendations to the superintendent and the grievant or his/her designated representative within ten (10) working days after the hearing panel has been convened.
- 3. ~~The District compliance officer shall, within five (5) working days, submit in writing to the grievant the District's decision to reject or accept the hearing officer's or hearing panel's recommendation.~~
- 4. ~~If the grievant chooses a hearing panel to adjudicate his/her grievance, the decision of the hearing panel is final and the grievant may not appeal at Step V.~~

E. Step V:

- 1. ~~If the grievant who chooses an independent hearing officer 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.~~

A. 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.

- 1. ~~The Superintendent or his/her designee shall, within five (5) working days, submit in writing to the grievant the District's decision to reject or accept the hearing panel's recommendations.~~
- 2. The decision of the Superintendent is final.

MISCELLANEOUS PROVISIONS

SUBJECT: GRIEVANCE PROCEDURE—CLASSIFIED

- 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. The employee will be informed that the time limits set forth in this policy may be modified or extended if mutually agreed to in writing by the employee 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 in writing and both parties will be required to agree to the modification(s). The Grievance Officer will issue a letter of understanding to both parties outlining the modified timeline.
- ~~B-C.~~ A grievance The grievant or his/her designee shall furnish sufficient background concerning the alleged violation which identifies date(s), time(s), person(s), and actions that led to the allegation.
- ~~C-D.~~ No person shall suffer recrimination or discrimination because of participation in this grievance procedure.
- ~~D-E.~~ Hearings should be scheduled during a mutually convenient time.
- E-E. Employees shall be free to testify regarding any grievance filed hereunder.
- ~~F-G.~~ Confidentiality will be observed pending resolution of the grievance or final decision by the Board Superintendent.
- G-H. 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-I.~~ The grievant shall may be notified of the right to representation accompanied by an individual of his/her choice in all stages of these proceedings. If a hearing panel is used as the method of resolution, Neither party may use have legal representation (attorneys) in any stage of the proceedings.
- ~~I-J.~~ The Investigatory Committee shall be selected as follows: The District Grievance Officer shall designate one member District employee of its his/her choice and the individual grievant or his/her designee shall select one member District employee of his/her choice, and These two appointees shall recommend a third committee member District employee subject to the approval by the individual grievant and the District Grievance Officer. This committee shall conduct investigations of grievances filed by employees and shall report the results of its findings and its recommendations, in writing, to the District compliance Grievance Officer who shall be responsible to make final determination of all grievances render a decision based upon the results of the investigation. All grievances shall be investigated and a response made, regardless of whether or not the grievant asks for representation.
All committee appointments shall be made prior to the beginning of each school year. When required, all members of the investigative Investigatory Committee shall be excused from their regular assignments to perform investigations.
- ~~J-K.~~ If a hearing panel is used becomes necessary, the District shall select one participant District employee and one District employee will be selected by the individual grievant or his/her designee and the third District employee shall be an individual mutually agreed upon by the grievant and the Grievance Officer.
- L. The hearing panel shall keep minutes of the hearing proceedings. Records of all grievances will be maintained by the District compliance 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.

JORDAN SCHOOL DISTRICT

Statement of . . .

P O L I C Y

Number - DP315B NEG

Effective - 8/27/69

Revision - 6/25/02

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SUBJECT: GRIEVANCE PROCEDURE—CLASSIFIED

~~K. The JCPA and the District shall submit to each other a list of names of persons to be considered as impartial hearing officers. 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 Classified Professional Association.~~

~~1. When the services of a hearing officer are required, the cost shall be equally shared by the District and the individual.~~

~~2. The individual and his/her designee and the superintendent 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 officers 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.~~

~~L. M. 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.~~

~~N. Grievance forms are available in the District's Human Resources Department or through JCPA.~~

SUBJECT: STAFF SELECTION, PROMOTION, AND SALARY PLACEMENT—CLASSIFIED

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. Definitions

- ~~1. Provisional Employee: A contract classified employee is considered a provisional employee if he/she has completed less than one (1) year of continuous employment.~~
- ~~2. Temporary Employee: An individual who is employed by the District on a temporary basis. Temporary employees include, but are not necessarily limited to the following:

 - ~~a. Employees hired under contracts for one (1) year only or for less than (1) year.~~
 - ~~b. Employees whose positions are funded by grants and/or yearly allocated state or federal monies.~~
 - ~~c. Employees whose positions are authorized for no more than twelve (12) months.~~~~

B. 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 ~~tentative 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.

SUBJECT: STAFF SELECTION, PROMOTION, AND SALARY PLACEMENT—CLASSIFIED

~~G. 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 C.1 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 C.1 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.

~~D. 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.

~~E. 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

SUBJECT: STAFF SELECTION, PROMOTION, AND SALARY PLACEMENT—CLASSIFIED

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.
- ~~9. Provisional employees shall not be eligible for transfer to another job assignment or promotion until he/she has worked one continuous year at the current assignment. However, this guideline may be waived in the event there are no non-provisional employees who apply and qualify for a position.~~

F. 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 non-provisional 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.

G. E. Temporary Supervisory 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.

H. G. Voluntary Transfers

SUBJECT: STAFF SELECTION, PROMOTION, AND SALARY PLACEMENT—CLASSIFIED

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 ~~lateral~~ 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 ~~lateral~~ transfer into the advertised position for which he/she is qualified ~~and certified~~, 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: 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—DP372 NEG.

II. Administration Policy

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

Guidelines

A. Sick leave benefits

- 1. ~~Full-time contract~~ Classified employees (~~20 hours per week or more~~) and ~~contract hourly employees working between 10 and 19.99 or more~~ hours per week shall be eligible to receive full 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 ~~full-time contract~~ 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
 - 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 ~~hourly~~ employees who work ~~between more than 10 and 19.99~~ 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

SUBJECT: SICK LEAVE---CLASSIFIED

- Each Year Thereafter 3 Days
- 2. Sick Leave for ~~hourly~~ 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 including in the following order: personal leave, family leave, sick leave, and vacation leave ~~vacation 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 ~~personal leave, family leave days, and vacation days are used~~ leave days are used in the following order: personal leave, family leave and vacation leave days.

SUBJECT: SICK LEAVE—CLASSIFIED

- 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).

SUBJECT: SICK LEAVE—CLASSIFIED

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:

<u>Accumulated Leave/Vacation</u>	<u>Pay Loss Prior to Sick Leave Bank Eligibility</u>
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 a 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.

SUBJECT: SICK LEAVE—CLASSIFIED

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

SUBJECT: REDUCTION IN FORCE—CONTRACT CLASSIFIED EMPLOYEES

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

SUBJECT: REDUCTION IN FORCE—CONTRACT CLASSIFIED EMPLOYEES

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.

~~4. If an employee refuses to accept the first equivalent 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.~~

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 APPEALS REVIEWS — CLASSIFIED

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 appeals 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

A. Initiating a job appeal

- 1. ~~A classified employee may file a job appeal under the following circumstances:~~
 - a. ~~The employee believes that the current job description does not adequately reflect the employee's responsibilities and assigned duties.~~
 - b. ~~The employee believes that the job has changed substantially since the job description was written.~~
- 2. ~~District level administrators may file a job appeal to the district Superintendent under the following circumstances:~~
 - a. ~~A department reorganization, addition, or elimination has substantively changed responsibilities and job requirements.~~
 - b. ~~Work expectations and/or required skill levels have changed.~~
 - c. ~~In either of the above situations, the JCPA President and the district Superintendent will review any new job descriptions.~~
- 3. ~~Job appeals are to be filed on forms provided by the Human Resources Department. Each appeal shall include:~~
 - a. ~~A formal request for a review of the current job description signed by the employee, the immediate supervisor, and a JCPA Board member.~~
 - b. ~~A copy of the current job description modified to reflect the employee's perceived responsibilities and assigned duties. All substantiating evidence should be included.~~
- 4. ~~All job appeals shall be reviewed by the executive director of Human Resources or designee and the JCPA President or designee. During this initial review, the administrator and president shall:~~
 - a. ~~Determine if the appeal form is complete and includes all required documents and signatures.~~
 - b. ~~Determine if the appeal is limited to a single individual or to an employee classification.~~
- 5. ~~If the job appeal is found to be in order, it shall be forwarded to the Superintendent and the JCPA President or designee for review. It will be signed by both parties and forwarded to the Interim Committee.~~

B. Interim Committee

- 1. ~~An Interim Committee shall convene at least once each year to review job appeals. This committee shall be composed of the following:~~
 - a. ~~The executive director of Human Resources or designee.~~
 - b. ~~The president of the Jordan Classified Professional Association (JCPA) or designee.~~
 - c. ~~A representative of a third-party agency contracted to review job appeals.~~

SUBJECT: JOB APPEALS ~~REVIEWS~~ — CLASSIFIED

- ~~d. Two advisory members with no voting rights — one representing JCPA and one representing the Administration. Advisory members need not be familiar with the job being appealed.~~
- ~~e. The Interim Committee shall review each job appeal.~~
- ~~f. After review, the job appeal shall be returned to the employee if:~~
 - ~~a. The appeals procedures were not properly observed.~~
 - ~~b. The issue(s) raised in the job appeal were already addressed in prior appeals.~~
 - ~~c. It is determined that the appeal can be resolved by clarifying expectations or correcting the duties expected or not expected of the individual employee or group of employees.~~
- ~~4. If the Interim Committee finds that the job appeal is in order, it shall be forwarded to a third-party agency contracted to review job appeals and make recommendations for action.~~

C. ~~Third-party review~~

- ~~1. The third-party agency shall evaluate each appeal by:~~
 - ~~1. Conducting a job audit on-site or as designated by the Interim Committee.~~
 - ~~2. Considering all information submitted.~~
 - ~~3. Confering as needed with the employee, supervisor, and JCPA representative.~~
 - ~~4. Rewriting the job description as necessary.~~

D. ~~Third-party recommendations~~

- ~~1. The third-party agency shall notify the Human Resources Department and the JCPA of any recommended changes in job description or salary lane classification. These recommendations shall be kept confidential until review by the Appeals Committee.~~
- ~~2. If, upon receipt of the third-party recommendations, it appear that there are errors or obvious problems, the executive director of Human Resources or designee and the president of the JCPA or designee may jointly request that the third-party agency review or reconsider its recommendation.~~
- ~~3. Copies of the rewritten job descriptions shall be forwarded to the employee and supervisor prior to the meeting of the Appeals Committee.~~
- ~~4. The rewritten job descriptions and recommendations shall be forwarded to the Appeals Committee for action.~~

E. ~~Appeals Committee~~

- ~~1. The Appeals Committee shall be composed of the following:~~
 - ~~a. Three permanent members:~~
 - ~~a. The executive director of Human Resources or designee.~~
 - ~~b. The president of the JCPA or designee.~~
 - ~~c. A representative of the third-party agency contracted to review job appeals.~~
 - ~~b. Two ad hoc members who are familiar with the job being appealed but who cannot benefit personally from any decision made by the committee — one representing NCEA and one representing the Administration.~~
 - ~~c. Two advisory members who need not be familiar with the job being appealed and who have no voting rights — one representing JCPA and one representing the Administration.~~
- ~~2. The Appeals Committee shall convene at least once each year for the purpose of reviewing and taking action on the third-party recommendations. A recording secretary shall be assigned to~~

SUBJECT: JOB APPEALS REVIEWS—CLASSIFIED

~~keep official minutes of the meeting. These minutes shall serve as a resource to the committee in future deliberations.~~

- ~~3. The employee submitting the appeal shall be invited to attend the Appeals Committee meeting and shall have an opportunity to present evidence and discuss his/her individual point of view with the committee.~~
- ~~4. Following the presentation of evidence, the Appeals Committee shall deliberate in executive session which is closed to all parties except official committee members and the recording secretary.~~
- ~~5. The committee shall arrive at a decision by a secret ballot of the voting members. In the event of a tie vote, the recommendation of the third party agency shall be adopted. All decisions of the committee shall be binding.~~
- ~~6. The Appeals Committee shall deny the job appeal if the committee finds that:

 - ~~a. The appeals procedures were not properly observed.~~
 - ~~b. The issue(s) raised in the job appeal were addressed in prior appeals.~~
 - ~~c. A majority of the committee votes against the appeal.~~~~
- ~~7. The Appeals Committee may delay action on the job appeal if it finds that additional administrative steps are necessary to adequately determine the facts or resolve the issue.~~
- ~~8. The Appeals Committee shall grant the job appeal on the basis of a majority vote or, in the event of a tie vote, upon the recommendation of the third party agency.~~
- ~~9. The employee filing the job appeal shall be notified in writing of the Appeals Committee decision.~~

~~F. Salary lane placement~~

- ~~1. If a job appeal results in a salary lane change, the employee shall receive salary placement on a step that provides a minimum increase of 5% above the current salary.~~

~~G. Funding for salary lane changes resulting from job appeals~~

- ~~1. Beginning in 1996-97, \$25,000 shall be budgeted to fund salary lane change adjustments resulting from classified employee job appeals. Any unused funds shall be carried forward to the following year. In subsequent years, the amount funded shall be determined through contract negotiations.~~

~~H. Calendar for Job Appeals~~

- ~~October 1 District advises job appeals procedures~~
- ~~October 31 Employee deadline for filing job appeals~~
- ~~by November 15 Interim Committee reviews job appeals~~
- ~~by January 15 Agency reviews appeals, conducts on-line job audits, and makes recommendations to the Appeals Committee.~~
- ~~by end of fiscal year Action is implemented at the conclusion of JCPA negotiations.~~

~~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.~~

SUBJECT: JOB APPEALS REVIEWS--CLASSIFIED

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. Salary Lane Placement

If a job review results in a salary lane change, the employee shall receive that placement on a step that provides a minimum increase of five (5) percent above the current salary.

D. Funding for Salary Lane Changes Resulting From Job Reviews

If a job review results in a salary lane change, the District will fund these lane changes with WPU revenue and local funds subject to annual JCPA negotiations.

E. 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.

MORATORIUM

JORDAN SCHOOL DISTRICT

Statement of . . .

P O L I C Y

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SUBJECT: ~~JOB APPEALS REVIEWS~~—CLASSIFIED

- 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 PAO Interview Team, who will conduct the appropriate PAO 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 PAO Interview Team's recommendations, the Superintendent will determine the implementation and funding.

**Jordan School District
Group Contract**

THIS AGREEMENT, made effective the 1st day of July, 2004, for the 2004-05 school year between the Board of Education of the Jordan School District ("District") and the Jordan Education Association ("Association"), in behalf of certificated individuals who are now or may hereafter become employees of the District.

The term "Certificated Personnel" as used herein shall refer to all persons who are employed by the District to provide services that are of an educational nature and is exclusive to those engaged in administrative assignments.

The Board recognizes the Association as the exclusive representative and bargaining agent for all Certificated Personnel of the District, except when otherwise stipulated by Board Policies. This recognition is based upon the Association maintaining a majority membership of Certificated Personnel.

This agreement will serve as the legal document between the District and the Association. Said agreement will bind the Association, the Certificated Employees, and the District to the term of the Group Contract, which includes items, agreed upon during negotiations between the Association and the District.

The provisions of this agreement will be effective upon ratification by both parties. Any provisions may be renegotiated at any time upon mutual agreements of both parties.

Now, therefore, in consideration of the mutual promises, the parties hereto agree as follows:

1. *The District shall not issue individual contracts to its Certificated Employees, but will notify them of their placement on the salary schedule.*

2. *That the District hereby employs Certificated Personnel to perform services in the public schools of said District for the contract year 2004-05 on the appropriate step of the negotiated salary schedule and under the conditions and stipulations above.*
3. *The District shall not change any negotiated policies except through the negotiation process with the Association.*

If the services of a Certificated Employee are terminated prior to the completion of a contract year, the balance of money earned to the date of termination shall be payable at the next regular payday or if proper formal notice of termination is given, payment will be made within 72 hours of termination if requested.

4. *This contract is valid when signed by the authorized representatives.*

IN WITNESS WHEREOF, the parties have duly executed the Contract as witnessed below.

Jordan Board of Education

Jordan Education Association

Peggy Jo Kennett
President

Scott G. Benson
President

6-8-04
Date

6-8-04
Date

D. Bruce Jones
Business Administrator

Laura Bleck
Executive Director

6-8-04
Date

June 8, 2004
Date