

Study Session  
Tuesday, May 8, 2018 Mountain Time

JATC South Campus (Board Conference  
Room)  
12723 S. Park Avenue (2080 West)  
Riverton, Utah 84065

1. **POTENTIAL CLOSED SESSION**

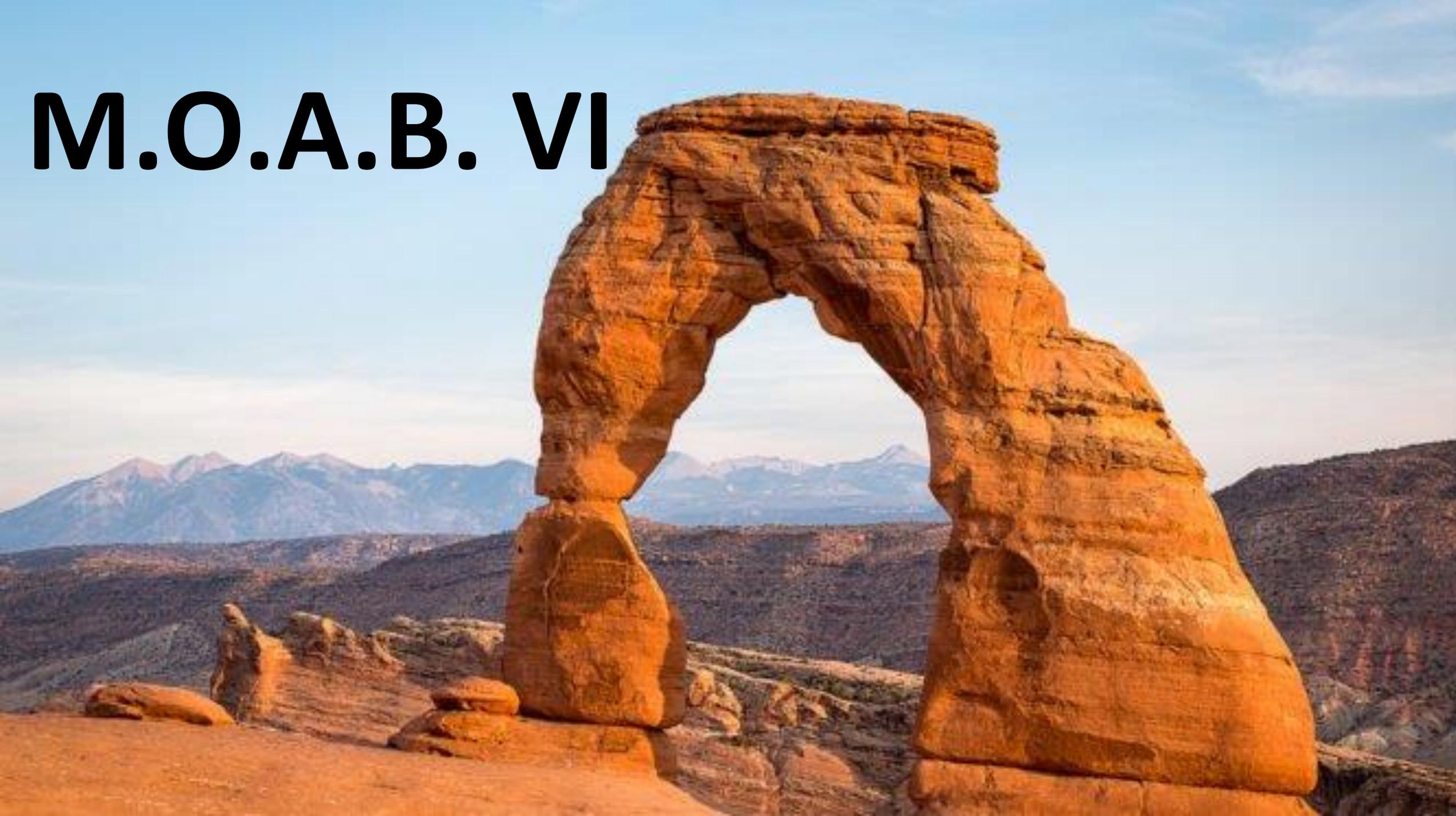
- 1.A. Character and Competence of Individuals (Personnel)
- 1.B. Property
- 1.C. Potential Litigation
- 1.D. Negotiations
- 1.E. Security

2. **STUDY SESSION – OPEN MEETING** - 4:00 p.m.

*The Board may engage in discussion, provide administrative direction, or take other action on any of the study session agenda items listed below.*

- 2.A. **Emotional/Mental Health Concerns** - 4:30 p.m.
- 2.B. **Follow-up from April 24, 2018 General Session** – 5:00 p.m.
- 2.C. **High School Capacity/Portables and Middle School/Elementary School Capacities Follow-up; Calendar Priorities** – 5:05 p.m.
- 2.D. **Discussion on Administrative Policy AA417 Fund Raising** – 6:05 p.m.
- 2.E. **Updates on Administrative Policies and Revisions** – 6:15 p.m.
- 2.F. **Phase II Grant Application Process** – 6:35 p.m.
- 2.G. **SPECIAL SESSION – Special Business Item** – 7:00 p.m.
  - 2.G.1. **Recommendation to Approve 2018-19 Negotiated Agreement for Licensed Employees**
  - 2.G.2. **Recommendation for Final Approval on 2018-19 LAND Trust Plans**
- 2.H. **STUDY SESSION (CONTINUED)**
- 2.I. **Updates to Administrative Policy D206 Formulation of Educational Criteria for School Buildings**
- 2.J. **Review of NSBA Workshops**
- 2.K. **USBA Master Boards Program**
- 2.L. **Policy Governance Review**
- 2.M. **School Board Book Study**
- 2.N. **Board and Superintendent Reports and Comments**
- 2.O. **Future Agenda Items**
- 2.P. **Motion to go into Closed Session**
- 2.Q. **POTENTIAL CLOSED SESSION** - 4:00 p.m.
  - 2.Q.1. **Personnel**
  - 2.Q.2. **Property**
  - 2.Q.3. **Potential Litigation**
  - 2.Q.4. **Negotiations**
  - 2.Q.5. **Security**

**M.O.A.B. VI**



# High School Capacity

- Current use includes all classrooms where 35+ students can be instructed.
- Capacity is based on an average of 27 students per classroom.
- Bingham and West Jordan's gym can have three (3) classes simultaneously.
- Each school has one (1) computer lab not included in capacity until "extreme".
- Pro-start lab and dining rooms are included in classroom capacity.
- Early childhood and preschool classrooms are included in classroom capacity but the preschool lab is not.
- 7<sup>th</sup> period capacity is classroom/extended/extreme capacity multiplied by  $\frac{1}{2}$  FTE .

# High School Capacity (continued)

- Classroom Capacity
  - All instructional areas + un-used classrooms, out-buildings & labs.
- Extended Capacity
  - Classroom capacity + auxiliary computer labs.
- Extreme Capacity
  - Extended capacity + behavior support classrooms, pre-school lab, computer lab, tech atrium, cafeteria, media center & auditorium.

High Schools By Alphabetical				Current Use		Classroom Capacity			Extended Capacity			Extreme Capacity			7th Period	Net	Extended	Extreme	Oct.1
School	Opened	Feeder	Building Type	Capacity	Portables	Bldg. Only	Bldg. + Portables	Bldg. + 6 Portables	Bldg. Only	Bldg. + Portables	Bldg. + 6 Portables	Bldg. Only	Bldg. + Portables	Bldg. + 6 Portables	FTE	Bldg. Only	Bldg. Only	Bldg. Only	Enrollment
Bingham	1975	BHS	Monument Valley	2,916		2,916	2,916	3,078	2,916	2,916	3,078	3,051	3,051	3,213	90	4,131	4,131	4,266	2,499
Copper Hills	1995	CHHS	Golden Spike	2,970	7	2,970	3,159	3,132	2,997	3,186	3,159	3,159	3,348	3,321	98	4,293	4,320	4,482	2,712
Herriman	2010	HHS	Golden Spike	2,943	8	2,943	3,159	3,105	3,024	3,240	3,186	3,186	3,402	3,348	106	4,374	4,455	4,617	3,005
New Herriman	2019		Golden Spike	2,916		2,916	2,916	3,078	2,997	2,997	3,159	3,159	3,159	3,321		2,916	2,997	3,159	
Riverton	1999	RHS	Golden Spike	2,970		2,970	2,970	3,132	2,970	2,970	3,132	3,132	3,132	3,294	78	4,023	4,023	4,185	2,204
West Jordan	1981	WJHS	Rockport	2,619	1	2,619	2,646	2,781	2,673	2,700	2,835	2,838	2,865	3,000	63	3,470	3,524	3,689	1,747

Updated 5/8/2018

# Calendar / Schedule Discussion

# Year-round

- Currently used in five schools
- Established in 1985
- Increases capacity by up to 33%

# Modified-Traditional Schedule

- Currently used in two schools
- Established in 2016
- Increases capacity by up to 20%

---

**SUBJECT: STUDENT CONDUCT AND DRESS**

---

**I. Board Directive**

Jordan District schools are to provide a safe, wholesome, healthy educational environment where academic learning, personal development, and a sense of pride and accomplishment can flourish. Part of the educational process is learning self discipline and appropriate behavior. Therefore, it is the philosophy of the Jordan School District Board of Education to enforce all Utah laws related to conduct on school premises and school buses and to see that students are taught to preserve public property including all school facilities and equipment.

The Board also recognizes that dress and grooming seriously affect the behavior of students attending school and may also impact sanitation and safety conditions. Because experience has demonstrated that the learning atmosphere is improved when students both look and act appropriately, the Board hereby authorizes establishment of standards of student conduct, dress, and grooming. The Board delegates to the Administration responsibility to see that each school adheres to the conduct, dress, and grooming standards established in the provisions of this policy in a consistent manner. Further, all District and school staff members shall have a share of responsibility in seeing that these standards are implemented and enforced in classrooms, in school buildings, on school grounds, on school buses, at school activities, and other occasions as appropriate. This policy represents minimum guidelines. Schools can develop additional dress code requirements with input from Student Government, School Community Council, and PTA groups.

**II. Administrative Policy**

The Administration shall implement Board philosophy according to the following administrative policy provisions:

**A. Student Conduct****1. Classroom Behavior**

Students shall conduct themselves in a manner that contributes to a productive learning atmosphere for themselves and their classmates. Students are expected to be attentive, cooperative, and industrious while in the classroom. Students who habitually disrupt or destroy the learning atmosphere shall be disciplined according to the procedures established in [Policy AS67—Discipline of Students](#).

**2. Behavior at Assemblies and Activities**

Assemblies and activities shall be considered special student privileges where participation is contingent upon appropriate behavior. Students shall show respect to all performers. Students who disturb, disrupt, or show disrespect shall lose the privilege of attending and may be subjected to disciplinary action as outlined in [Policy AS67—Discipline of Students](#).

**3. Protection and Care of School Property**

Students shall be expected to use school equipment and facilities appropriately and to behave in such a way that school property is preserved and protected. Students may be disciplined for improper use or treatment of school facilities and/or equipment.

---

SUBJECT: STUDENT CONDUCT AND DRESS

---

4. Behavior at Competitive Events

Students are expected to demonstrate sportsmanship at all competitive events and to conduct themselves according to the rules of fair play both as spectators and participants. While healthy competition is encouraged, cheating or rude and disruptive conduct shall not be tolerated.

5. Patriotism and Respect for the Flag

The Flag of the United States of America shall be appropriately displayed at all schools in keeping with customary and accepted practices. Students shall show proper respect for their country's emblem. The Pledge of Allegiance to the flag shall be recited at the beginning of each day in each public school classroom, led by a student in the classroom as assigned by the classroom teacher on a rotating basis. At least once per year, students shall be instructed that participation in the Pledge is voluntary and not compulsory, and students should show respect for any student who chooses not to participate. A student may be excused from reciting the Pledge upon written request from the student's parent or legal guardian. Discourteous treatment of the flag or other national symbols shall be cause for disciplinary action.

6. Use of Alcohol, Tobacco, Narcotics, and Drugs

Student use or possession of alcohol, tobacco, narcotics, and drugs is prohibited by law. Students who break the law shall be disciplined according to policy set forth in [Policy AS90 - Drugs and Alcohol](#).

7. Cellular Telephones

Possession of a cellular telephone by a student is a privilege that may be forfeited by any student that uses his/her cell phone inappropriately. A student who possesses a cellular phone shall assume responsibility for its care. At no time shall the District be responsible for preventing theft, loss or damage to cell phones brought onto school property.

Cellular telephone use during classroom time, instructional activities and field trips ~~is prohibited~~ must be authorized by the instructor. The sharing of pornographic images and "sexting" are prohibited. Cellular telephones must remain off during these times.

Exceptions to this policy may be granted by school administration on a case by case basis to accommodate family emergencies or medical necessity. Students violating these guidelines will be disciplined in accordance with [Policy AS67—Discipline of Students](#).

8. Electronic Devices

Any use of an electronic device that exploits personal information, disrupts the educational process, invades personal privacy or compromises the integrity of educational programs is strictly prohibited. Students in violation will be disciplined in accordance with District [Policy AS67—Discipline of Students](#).

---

**SUBJECT: STUDENT CONDUCT AND DRESS**

---

**B. Dangerous or Disruptive Conduct**

Students who engage in dangerous or disruptive conduct, including bringing any weapon or facsimile of a weapon to school, committing arson, burglary, larceny, criminal mischief, battery or assault, or who engage in activities which violate federal, state or local laws, shall be excluded from school. (See District Policy [AS67—Discipline of Students](#)).

**C. School Dress and Grooming**

Students shall dress in a manner that shows respect for the educational environment and is befitting the day's activities. Students' clothing and jewelry must not present a health or safety hazard or distraction, which would disrupt the educational mission. Disruption is defined as reactions by other individuals to the clothing or adornment, which causes the teacher/ administrator to lose the attention of the students, to modify or cease instructional activities, or to deal with student confrontations or complaints.

1. Items that disrupt the educational mission shall not be allowed. Personal items such as clothing, paraphernalia, jewelry, backpacks, fanny packs, gym bags, water bottles, etc., shall be free of writing, pictures, or any other insignias, which are crude, vulgar, profane, violent, or sexually suggestive.
2. Items which bear advertising, promotions and likeness of tobacco, alcohol, or drugs or which are contrary to the educational mission, shall not be allowed.
3. All students shall maintain their hair, mustaches, sideburns, and beards in a clean, well-groomed manner. Hair, which is so conspicuous, extreme, odd in color or style that it draws undue attention, disrupts, or tends to disrupt or interfere with the learning atmosphere at the school, shall not be allowed.
4. Clothing, jewelry, accessories and piercings which are so conspicuous, extreme, or odd that they may draw undue attention, disrupt, or tend to disrupt, interfere with or pose a health or safety issue to the learning atmosphere at the school, shall not be allowed.
5. All students shall wear clean clothing. Students shall not wear clothes that are mutilated, cut off, or immodest, e.g., short shorts, mini skirts, bare midriffs, halter-tops, spaghetti straps, tank shirts, or similar clothing. Clothing shall cover the midriff, underwear, backs, and cleavage at all times. Skirts, dresses and shorts must be at least mid-thigh length or longer when seated.
6. Students shall comply with the laws that govern wearing military uniforms and insignias ([Title 10, USC §771-772](#), and [Army Regulations 670 1 §29-4](#)).
7. Hats of any kind are not allowed within the building except as part of an approved activity, or for religious, or medical purposes.
8. School officials may require students to wear certain types of clothing for health or safety reasons in connection with certain specialized activities.
9. Gang-related clothing, colors, and paraphernalia shall not be allowed in schools or activities. School administration will determine what constitutes "gang" clothing, colors, and paraphernalia after consultation with law enforcement agencies as needed.
10. Shoes shall be worn at all times that ensure personal safety and hygiene.

---

SUBJECT: STUDENT CONDUCT AND DRESS

---

D. School Dress and Grooming—Graduation

In order to maintain dignity and decorum at high school commencements, students participating in commencement exercises are subject to the dress and grooming standards articulated in section C of this policy and wear the prescribed cap and gown during the ceremony\* without additional ornamentation or decoration. Personal items such as clothing, accessories or jewelry that draw undue attention or detract from the dignity and decorum of the occasion shall not be allowed. Mantles, cords, insignias or medals signifying achievement, honor or recognition are restricted to awards issued and approved for display at graduation by the local high school.

\* *“During the ceremony” refers to the entire duration of the commencement program, from opening processional to completion of the recessional.*

Revision history: 12/4/2004, 3/26/13

---

SUBJECT: STUDENT DISCRIMINATION AND HARASSMENT

---

**I. Board Directive**

Jordan School District is committed to providing an educational environment that is free from illegal harassment and other forms of discrimination based upon sex, race, color, ethnic background, national origin, religion, gender, creed, age, citizenship, or disability. The Board, therefore, delegates to the District Administration responsibility for establishing policy regarding student discrimination and harassment.

**II. Administrative Policy**

No student or employee of the Jordan School District may engage in illegally harassing conduct that creates a hostile learning environment for students or staff of the district. 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.

**A. Definitions**

1. 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.
2. Complainant: A person who files a written or oral complaint about illegal harassment.
3. Compliance Officer: Person or persons designated by the Superintendent to receive and process complaints of discrimination.
4. Confront: To have a face-to-face discussion and/or contact regarding specific matters.
5. Demeaning or Derisive Behavior: Behavior which substantially lowers the status, dignity or standing of another individual, or which insults or otherwise belittles or shows contempt for another individual.
6. 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.
7. Discrimination: Conduct, including words or gestures and other actions, which adversely affects a student's learning environment or results in disparate treatment based upon their immutable characteristics such as sex, race, color, ethnic background, national origin, religion, gender, creed, age, citizenship, or disability.
8. Harassment: Unwelcome conduct of an offensive nature that is demeaning or derisive or occurs substantially because of the race, color, ethnic background, national origin, religion, gender, creed, age, citizenship or disability and which creates a hostile educational environment. Harassment shall include one or more of the three levels described below. If conduct is clearly offensive only one incident may be necessary to establish harassment:
  - a. Level One—Generalized Harassment: Includes intentional behavior directed at an entire group which is based on demeaning or derisive stereotypes, and is so severe or pervasive that it creates a hostile learning environment.  
Examples include comments or jokes, physical gestures or visual displays such as posters, etc.
  - b. Level Two—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 so severe or pervasive that it adversely affects the learning environment.

---

SUBJECT: STUDENT DISCRIMINATION AND HARASSMENT

---

Examples include negative or offensive comments, jokes, suggestions or gestures directed to an individual's or group's race, ethnicity or national origin.

- c. Level Three—Criminal Harassment: Harassing behavior which violates state or federal criminal statutes.

Examples include criminal harassment, criminal assault, sexual assault, rape, criminal mischief, stalking, arson or trespass.

- 9. Respondent: A person named in a discrimination complaint as having engaged in or being responsible for, a discriminatory act or omission.
- 10. 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.
- 11. Sexual Harassment: A form of sex (gender) 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.
  - a. Submission to such conduct is made either explicitly or implicitly as a term or condition to educational benefit.
  - b. Submission to or rejection of such conduct by a student is used as the basis for decisions affecting the student's educational program.
  - c. Such conduct has the purpose or effect of unreasonably interfering with a student's educational performance or creating an intimidating, hostile, or offensive learning environment.
  - d. There are two types of sexual harassment:
    - i. 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.
    - ii. Harassment that culminates in a tangible action which alters the conditions of the educational programs (previously called quid pro quo).

**B. Complaint Procedure**

- 1. Any student or employee who knows of a violation of this policy is expected to report such conduct to a teacher, administrator or the District Compliance Officer.
- 2. The initial allegation of harassment may be submitted either orally or in writing.
- 3. Complaints must be made to the immediate supervisor/administrator or the District Compliance Officer within 45 calendar days after the date of the alleged act of discrimination.

**C. Complaint and Investigative Procedures**

- 1. The following procedure is available for those who believe they are victims of harassment or discrimination, or who witness such acts:

---

SUBJECT: STUDENT DISCRIMINATION AND HARASSMENT

---

- a. Seek to resolve issue directly with the accused.
- b. Seek to resolve issues through administrative personnel.
- c. Register a formal complaint with the District Compliance Officer who will initiate an investigation.
2. 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.
3. All investigations will be treated with discretion to protect the privacy of those involved. All efforts will be made to treat the information confidentially; however, absolute confidentiality of all information obtained through an investigation cannot be guaranteed.
4. The accused may not contact the alleged victim during an investigation without intervention by the district and with the permission of the complainant.
5. When conducting investigations, the District Compliance Officer 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.
6. An investigation shall be completed as quickly as practicable, but within 30 days of receipt of the complaint, unless extenuating circumstances require a longer period. All parties shall be notified of the extension of time.
7. Within 10 working days of the conclusion of the investigation, the District Compliance Officer shall provide all parties a written disposition of the complaint.
8. The parties will then have 10 working days to provide written responses to the report and have them considered by the District Compliance Officer.

**D. Retaliation**

Retaliation under this policy is prohibited. Individuals found to have engaged in retaliatory conduct will face disciplinary action, up to and including termination.

**E. Records**

Records of all discrimination or harassment complaints shall be maintained by the District Compliance Officer. 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.

**F. Outside Reporting Procedures**

Nothing in this policy shall prohibit a person from filing an education discrimination claim with the Office of Civil Rights: Department of Education, Region VIII, Federal Office Building, 1244 Speer Blvd., Suite #310, Denver, CO 80204-3582.

**G. Actions to include when appropriate**

1. Procedures for protecting the victim and other involved individuals from being subjected to:
  - a) further harassment or discrimination
  - b) retaliation for reporting harassment or discrimination

---

SUBJECT: STUDENT DISCRIMINATION AND HARASSMENT

---

2. Referral of victim and/or aggressor to school psychologist, counselor, or other appropriate support personnel
3. Procedures for a fair and timely opportunity for the accused to explain the accusations and defend his/her actions prior to student discipline.
4. Incidents of harassment, discrimination, and retaliation will be reported to the Superintendent or Superintendent's designee.
5. Students engaging in harassment or discrimination are subject to District Policy AS67 — Discipline of Students.

Revision history: 10/3/2000

---

**SUBJECT: DISCIPLINE OF STUDENTS**

---

**I. Board Directive**

The Board recognizes that student discipline is essential to further the educational process and provide an environment conducive to learning. The Board authorizes the Administration to take appropriate action to preserve order among the students and staff and to protect school property. Acts of violence, use or possession of a weapon or facsimile, criminal behavior, and gang activity in or about District schools, property, or activities shall be dealt with in accordance with District policy and the law.

(See ~~Utah Code §53A-11-901~~ [Utah Code §53G-8-202](#))

**II. Administrative Policy**

The Administration shall take appropriate disciplinary action when students engage in activities which disrupt the educational environment, threaten or harm persons or property, or disrupt school activities. This policy shall be administered according to the following administrative policy provisions.

**A. Student Code of Conduct**

1. The school administrator shall develop a student code of conduct in cooperation with faculty, parents, and students. The school code of conduct shall be consistent with this policy and with [Policy AA419 – Student Conduct and Dress](#).
2. Each school's policies and student code of conduct shall be reviewed by the appropriate Administrator of Schools and placed on file at the District Office. A copy of the school policies and student code of conduct, as amended each year, shall be distributed to students and/or parents prior to or during the first week of school each year. Students enrolling after the beginning of the school year shall be provided a copy of the school policies and student code of conduct at the time of registration. Teachers will be given a copy of the student code of conduct prior to the beginning of the school year.
3. The student code of conduct shall be posted in a prominent location in the school.

**B. Dangerous or Disruptive Conduct**

The following conduct is defined as "dangerous or disruptive conduct" and is prohibited on school property, at school-sponsored activities, or while traveling in school-funded or school-dispatched vehicles.

1. Possessing (regardless of intent), using, selling or attempting to possess, use or sell any firearm, weapon, knife, explosive device, noxious or flammable material, firework, chemical weapon (i.e. mace, pepper spray), martial arts weapon or other instrument including those which eject a projectile or substance of any kind, or any replica or facsimile of any of the above, whether functional or nonfunctional, whether designed for use as a weapon or for some other use.
2. Causing, or attempting, threatening or conspiring to cause damage to personal or real property, or causing or attempting, threatening or conspiring to cause harm to a person through:
  - a. Possession or distribution of drugs or alcoholic beverages. (See [Policy AS90 – Drugs and Alcohol](#))

**SUBJECT: DISCIPLINE OF STUDENTS**

- b. Harassment – repeatedly communicating to another individual, in a demeaning or disparaging manner, statements that contribute to a hostile learning environment of the student.
- c. Retaliation – means an act or communication intended as retribution against a person for reporting bullying or hazing, or to improperly influence the investigation of, or the response to, a report of bullying or hazing.
- d. Sexual harassment or fabrication of sexual harassment charges with malicious intent to defame character.
- e. Arson—the willful and malicious destruction of any part of a building or its contents or occupants by use of fire or explosive.
- f. Burglary—breaking, entering or remaining in a structure without authorization during the hours when the premises are closed to students.
- g. Theft/Larceny/Stealing—the intentional unlawful taking and/or carrying away of property belonging to or in the lawful possession or custody of another.
- h. Criminal Mischief—willful or malicious injury or damage in excess of \$300 to public property or to real or personal property belonging to another.
- i. Battery—the unlawful and intentional touching or striking of another person against his or her will.
- j. Assault—placing another person in fear or apprehension of a harmful or offensive touching, whether or not a touching is actually intended.
- k. Hazing—(See [Policy AS95 – Conduct Related to School Activities](#))
- l. Vandalism—willfully defacing, cutting, marring, injuring, damaging, or losing school or staff property. Student(s) may not participate in graduation exercises until the student or the student's parent(s)/guardian has paid for the damage or made appropriate restitution.
- m. Gang-related Activity—dangerous or disruptive activity, which may include but is not necessarily limited to the following:
  - (1) wearing, possessing, using, distributing, displaying or selling any clothing, jewelry, emblem, badge, symbol, sign or other things which evidence membership in a gang;
  - (2) using a name which is associated with or attributable to a gang; or
  - (3) designating turf or an area for gang activities, occupation, or ownership.
- n. Bullying—aggressive behavior that is intentional and that involves an imbalance of power or strength. A student is being bullied or victimized when he or she is exposed, repeatedly and over time, to negative actions on the part of one or more students. Student assessment of the prevalence of bullying in schools shall take place. In addition, schools must provide bullying training to new participants in school-sponsored athletic programs, both curricular and extracurricular, and training every three (3) years for ALL participants. “Participants” means students, employees, and coaches. Training

---

**SUBJECT: DISCIPLINE OF STUDENTS**

---

curriculum outlines, schedules, and participant lists must be maintained by each school and provided to the Administrator of Schools upon request.

- (1) physical bullying: hitting and/or punching
  - (2) verbal bullying: teasing or name calling
  - (3) non-verbal or emotional bullying: intimidation through gestures, social exclusion and relational aggression
  - (4) cyber-bullying: sending insulting, threatening or harassing messages by phone or computer, or electronic messaging
- o. Involvement in any activity which violates federal, state or local law or regulation, disrupting normal school proceedings, or causing, or attempting, threatening or conspiring to cause other students to violate federal, state or local law or regulation or to disrupt school proceedings, or attempting, threatening or conspiring to do any of these. These activities include, but are not limited to: extortion, forgery, lewdness, and distributing obscene materials, including the sharing of pornography and "sexting."
3. Students with prior knowledge of dangerous or disruptive behavior have the duty to report such behavior to school administration. Students that fail to report such behavior are subject to appropriate disciplinary sanctions. False reports of bullying, cyber-bullying, harassment, hazing, or retaliation are prohibited.

C. Due Process Procedures and Disciplinary Action

Due process is an administrative procedure followed when continued attendance of a student is in question. Fairness and reasonableness in disciplinary actions are to be maintained in all proceedings.

1. The following disciplinary actions shall be taken in response to any serious violation which threatens or does harm to school property, to persons associated with the school, or their property, that involves the possession, control, use, or threatened use of a real or look-alike weapon, explosive, noxious or flammable material, with intent to intimidate another person or to disrupt normal school activities, regardless of where it occurs ([USC §53G-8-205](#))
  - a. Immediately suspend the student from school.
  - b. As soon as possible following the incident, a local school administrator shall investigate and schedule a conference with the student and parent(s)/guardian.
  - c. The school administration recommends a disciplinary sanction and interventions consistent with similarly situated students committing a similar violation of the code of conduct. Should the disciplinary sanction include a removal from school for more than ten days, or a change of location, such sanction must be approved by the superintendent's designee prior to imposing the sanction.
  - d. The parent(s)/guardian shall be notified of the student's right to a due process hearing which shall be conducted according to the procedures outlined under item D. of this policy.
  - e. The superintendent or the superintendent's designee shall review all one-year expulsions and prepare a report for the Board of Education annually.

**SUBJECT: DISCIPLINE OF STUDENTS**

2. The following actions will be taken for other violations of this policy:
  - a. Immediately remove the student from the scene of the violation.
  - b. As soon as possible following the incident, a local school administrator shall investigate and document the charges and schedule a conference with the student involved. At this conference, the student may be suspended pending the informal parent conference.
  - c. If the issue cannot be immediately resolved, a local school administrator shall invite the parent(s)/guardian to an informal conference where information can be presented on behalf of the student.
    - (1) This informal conference shall take place at the first reasonable opportunity. In most instances this conference should take place within three school days of the incident.
    - (2) At the informal conference, the charges shall be explained and supporting evidence reviewed.
  - d. **PARENTAL NOTIFICATION OF DISRUPTIVE BEHAVIOR**  
 If a student engages in disruptive behavior 1) three times not resulting in suspension, or 2) anytime a student is suspended, the parents shall be notified in person (or by certified mail).  
  
 Following the informal conference and prior to suspending a student for repeated acts of disruptive behavior which are not of such a nature to warrant immediate removal, good faith efforts to implement a remedial discipline plan should be made. Should a disciplinary sanction be determined appropriate, alternatives to suspension should be considered before imposing a suspension from school attendance. A local school administrator shall take appropriate disciplinary action which interventions and/or disciplinary sanctions may include one or more of the following:
  - e. **INTERVENTIONS**  
 Referral to:
    - (1) anger management/self-discipline classes;
    - (2) court/ law enforcement agency;
    - (3) school guidance specialist;
    - (4) Jordan Family Education Center;
    - (5) First Offenders program; or
    - (6) Division of Family Services, Child Protective Services or other agency.
  - f. **SANCTIONS**
    - (1) behavior contract;
    - (2) community or school service;
    - (3) inter-class timeout;
    - (4) in-school suspension;

**SUBJECT: DISCIPLINE OF STUDENTS**

- (5) lunch/after-school detention;
  - (6) restitution for damage/harm;
  - (7) parent/guardian attending class with student (requires teacher permission).
- g. **SUSPENSION**
- (1) Short-term suspension less than or equal to 10 days
    - (a) One to two days suspension: makeup homework shall be made available to students upon return to school. Students will be given one week to complete the assignments and turn them in to the teacher.
    - (b) Three to less than or equal to 10 days suspension: parents can make arrangements for makeup work during the suspension period.
  - (2) Suspension to a District-level hearing (suspension from all school services and activities, including receiving homework).
  - (3) Students serving a suspension from school are prohibited from being on school property and participating in school-sponsored activities.
- h. **CITATION FOR HABITUAL DISRUPTION**
- If a student engages in disruptive behavior 1) six times not resulting in suspension, or 2) three times not resulting in suspension plus one time resulting in suspension, or 3) two times resulting in suspensions, the student will be issued a “Habitual Disruptive Student Behavior Citation” and shall be referred to the juvenile court for violation. Within five days after the day on which the citation is issued, the school administration shall provide documentation to the parent, of the efforts made by the school to attempt to resolve the students’ disruptive behavior.
- 3. In accordance with state law, a local school administrator may suspend a student for up to 10 school days. If a local school administrator recommends that the student be suspended for longer than 10 days, the administrator shall notify the parent(s)/guardian that they must request a District-level hearing to review the recommendation.
    - a. If a District-level hearing is requested, the local school administrator shall promptly notify the District compliance officer.
    - b. If requested, the hearing shall be conducted according to the procedures outlined under item D. of this policy.
    - c. The parent(s)/guardian shall be notified of the right to appeal the decision of the District-level hearing to the Board of Education.
  - 4. A security or police officer may be invited to a due process hearing or any other phase of the student disciplinary action whenever a local school administrator or District administrator deems it necessary for safety.
  - 5. Students suspended to a District-level hearing shall be required to leave the school campus as soon as the local school administrator can transfer custody to the parent(s)/guardian or other authorized individual.

**SUBJECT: DISCIPLINE OF STUDENTS**

6. Any student who has been expelled from a public school within a preceding 12-month period may be denied enrollment in Jordan School District.
  7. The policy for student disciplinary action and due process shall apply to students with disabilities only to the extent permissible under the law.
    - a. Students with disabilities are subject to the one-year expulsion imposed for violations involving fire arms, explosives, and flammable materials (real, look-alike or pretended).
    - b. Students with disabilities who are studying under an Individual Education Plan (IEP) may not be expelled or have their school placement changed without a hearing of the IEP committee except for violations involving weapons, drugs or serious bodily injury (consistent with the [Individuals with Disabilities Education Act of 2004](#)).
- D. District-Level Hearings and Right of Appeal
1. The parent(s)/guardian must contact the Student Intervention Office to schedule the hearing prior to the tenth day of the student suspension.
  2. The superintendent or the superintendent's designee shall appoint a District administrator to conduct the hearing.
  3. The District administrator shall schedule the hearing with the student and the parent(s)/guardian.
  4. The District administrator, with the assistance of one or two other designated staff members, shall conduct the hearing at the appointed time and place. The District and the student may each be represented by a person of their choice. The school suspending the student shall be represented by an administrator and, when applicable, by a representative of the student's IEP team.
  5. At the hearing, each side may make statements and present evidence relevant to the issues.
  6. The hearing shall result in one of the following determinations:
    - a. Any disciplinary action already imposed is rescinded and the student returned to school.
    - b. The appropriateness of the school's disciplinary action is affirmed.
    - c. The student is suspended for a total of 10 days and returned to school thereafter.
    - d. The student is suspended from the current school for one or more semesters and may be transferred to another District school or to an alternative school assignment.
      - (1) Placement at a school other than the boundary school will be reviewed at the end of the school year or following one semester of suspension whichever comes first.
      - (2) A choice of two school assignments other than the current school shall be offered.
        - (a) In the event the Superintendent of Schools is notified by the Juvenile Court that a student has violated [Title 76, Chapter 10, Part 5, Weapons](#), the Superintendent shall notify the principal or a designee of such finding within five days.
        - (b) In the event a student is transferred to another District school or an alternative school assignment because of acts constituting assault, possession of weapons, or gang behavior, the principal of the receiving school will be informed of the nature of the offense committed by the student.

---

**SUBJECT: DISCIPLINE OF STUDENTS**


---

- (c) All private information contained in a student file or maintained by the school district about a student shall be available for review only by the school district administrative personnel. Notifications received from the Juvenile Court by the school district shall be forwarded to the principal of each school within five (5) days after receipt of such information. The principal may provide the information to school counselors who the principal deems to have a current need to know. The principal may inform educators who will be teaching the student about any disciplinary action taken against such student for conduct that posed a significant risk to the safety or well-being of the student, other students, or other members of the school community. The principal may inform educators who will be teaching the student about the student's involvement in other dangerous or disruptive behavior, as defined in Section II B, C and D of this policy.
- (d) Any employee receiving information from the principal pursuant to this policy shall not disclose it to any other person. Information regarding students may be disclosed only to persons authorized to receive it under the provisions of FERPA. (See Policy [AS61 – Student Records](#))
- (3) Home instruction under Policy [AS82 – Home and Hospital Instruction](#) may also be offered as an alternative.
- (4) The parent(s)/guardian shall select the student's school assignment from among the options offered. If all options are declined, the Appeals Committee shall determine the student's school assignment.
- (5) The student's school assignment cannot be appealed to the Board of Education.
- e. The student is suspended from all District schools for one or more semesters and transferred to home instruction as provided under Policy [AS82 – Home and Hospital Instruction](#).
- f. The student is expelled from all District schools for up to one school year with no instruction provided by the District.
- 7. The determination of the hearing shall be mailed to the student's parent(s)/guardian within five working days following the hearing.
- 8. A record of all expelled students shall be kept and a notation of the expulsion attached to the individual student's grade transcript.
- 9. In accordance with state law, if a student is suspended (or in the event of a Safe Schools violation, expelled) from a Jordan School District school for more than 10 school days, the parent(s)/guardian is responsible for undertaking an alternative education plan which will ensure that the student's education continues during the period of suspension or expulsion. Costs for educational services which are not provided by the District are the responsibility of the student's parent(s)/guardian.

---

**SUBJECT: DISCIPLINE OF STUDENTS**

---

E. Appeals to the Board of Education

1. The final determination, with the exception of the student's school assignment, may be appealed to the Board of Education.
2. A written appeal must be submitted to the superintendent within 10 days of the day the determination of the hearing is mailed to the student.
3. The Board shall review the determination, the evidence presented at the hearing, and documents submitted by the student's family. (An additional hearing shall not be held.)
4. The Board may affirm the determination, amend the determination, or affirm the determination in part and amend in part.
5. The Board's written decision shall be issued within 21 working days of receipt of the student's written appeal.

Revision History: 9/28/10, 2/14/12

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

- 1) Salary Level increases (aka "steps") will be given for licensed employees for the 2018-19 school year.
- 2) Continuing Education Advancement (aka "lanes") will be given for qualifying licensed employees for the 2018-19 school year.
- 3) All salary levels on the traditional teacher salary schedule will be increased by \$2,800 (base salary is \$42,800; increments between salary levels remain at \$875). One additional day will be added to the contract period for District-directed professional development. That day is anticipated to be at the beginning of the year for the 2018-19 year but may move in future years depending on calendaring. The effectiveness of the professional development and whether it accomplished its desired purpose is subject to reevaluation next year.
- 4) Employees will cover fifty (50) percent of any future insurance premium increase and the District will cover fifty (50) percent of any future insurance premium increase; however, there is no insurance premium increase for the 2018-19 contract year.
- 5) \$800,000 will be set aside to compensate for elementary outside safety parking lot duty. The Joint Relations Committee will work together to establish particulars by the end of May 2018.
- 6) Pay for mentoring will be increased to one (1) day of pay to each mentor for each mentee.
- 7) \$3,000,000 will be set aside for the grant program as recommended by LECTF.
  - a. A total of \$3,000 can be awarded to one individual.
  - b. \$12,000 can be requested for team projects.
  - c. No employee can receive more than \$3,000 total between the two grant options (individual and team).
  - d. Joint Relations Committee will work together to establish particulars by the end of May 2018.
- 8) The 7<sup>th</sup> period stipend will increase from 12.5% to 16.7%.
- 9) Joint Relations Committee (JRC) will work together to improve the Reduction in Staff (RIS) process as outlined in DP327NEG, specifically the process and rigor. This will be completed by the end of December 2018.
- 10) The District will provide an opportunity for highly effective licensed employees who are reduced in staff (RIS) to interview for all positions they apply and are qualified for. This item is for one year and subject to reevaluation next year.
- 11) The Joint Relations Committee (JRC) will work together to write a proposal on how to improve professional development offered at the beginning of each school year to licensed employees. This will be completed by end of May 2018.

- 12) Teachers who chose to remain on the old salary schedule for the 2017-18 year will transition to the new salary schedule for the 2018-19 year in similar fashion to the prior year's transition as follows:
- a. Lane adjustments will continue on the old salary schedule through the end of the contract term as is normally done for the 2017-18.
  - b. Before transitioning to the new salary schedule, each employee receives a step on the old salary schedule up to the maximum step.
  - c. Before transitioning to the new salary schedule, each employee who did not receive step increases for the 2009-10, 2011-12, and/or 2013-14 years have up to the three steps restored, one for each year, on the old salary schedule up to the maximum step. This will be done based on the "hire date" in the District's personnel system. "Hire date" is the latest date when an employee changed their employment status between benefit eligible and non-benefit eligible.
    - i. Those whose hire date is before 1/1/2009, increase steps by 3, up to the maximum step
    - ii. Those whose hire date is between 1/1/2009 and 12/31/2010, increase steps by 2, up to the maximum step
    - iii. Those whose hire date is between 1/1/2011 and 12/31/2012, increase steps by 1, up to the maximum step
  - d. Employee placement on the new single lane salary schedule is determined by locating the nearest salary higher than the salary after restoration of steps and step increase (as indicated above) for the 2017-18 year. If in the 2017-18 year the employee received either the doctoral stipend of \$1,200 or the Bachelors +60 hours stipend of \$500, this amount is added to the salary total before transitioning to the next highest step. Other stipends and hourly pay amounts are not added to the comparison.

- 13) The Licensed Employee Compensation Task Force (LECTF) as currently constituted continues its work. Nevertheless, the Board and JEA reserve the right to determine which of their respective members will serve on the task force before work resumes. The purpose is to improve the mentoring program.

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

#### 14) Policy Revisions

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

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

- DP335NEG Personal Leave – Licensed  
Revised to allow employees to take a personal leave day before or after a school holiday when the employee's attendance is required elsewhere and scheduling is beyond the

employee's control. Due to concerns regarding increasing the need for substitutes, this policy change will be revisited after a year of its implementation to evaluate its impact on substitutes and teaching.

- A3NEG District Advisory Council – Licensed  
Revised to clarify that one assistant principal or principal from each school level (elementary, middle, and high) may be on the council.
- DP370NEG Alternative Leave Day – Licensed  
Revised to remove the restriction that alternative leave days could not be used the day before or the day after a personal leave day is taken. Due to concerns regarding increasing the need for substitutes, this policy change will be revisited after a year of its implementation to evaluate its impact on substitutes and teaching.
- A6NEG Negotiations – Licensed and Classified  
Revised policy title to “Licensed” and to separate licensed negotiations policy from the classified negotiations policy.
- DP336NEG Leave of Absence (1 Year) – Licensed  
Revised to remove paper requests as an option and requires leave requests be submitted through Skyward Employee Access.
- DP304NEG Teacher Transfers  
Revised to remove paper requests as an option and requires transfer requests be submitted through Skyward Employee Access. In compliance with Utah Code, employees with unsatisfactory performance may not be transferred to another school without the approval of the Board of Education.
- DP315NEG Grievance Procedure – Licensed  
Revised to change working days to calendar days and to describe the selection of a mutually acceptable impartial hearing examiner.
- DP324NEG Sick Leave – Licensed  
Revised to allow first year teachers to access the sick bank.

JORDAN SCHOOL DISTRICT  
BOARD OF EDUCATION

JORDAN EDUCATION ASSOCIATION

By: \_\_\_\_\_  
Janice Voorhies, President

By: \_\_\_\_\_  
Vicki Olsen, President

Dated:

Dated:

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

**I. Board Directive**

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

**II. Administration Policy**

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

A. Definitions

1. Grievance - A complaint which:
  - a. Sets forth an allegation that there has been a violation of District policy, state law, or federal law.
  - b. Specifically identifies the policy or statute alleged to have been violated.
  - c. Provides a detailed statement of the alleged violation.
2. Grievant - Any licensed employee or group of licensed employees aggrieved by a decision or condition falling under District policy, or state or federal law.
3. Grievance Officer - The District employee or employees designated to review complaints regarding alleged violation of District policy, state law, and/or federal law and charged with the responsibility of investigating, or overseeing the investigation of, complaints.
- ~~3-4.~~ District – The Human Resource Administrator or his/her designee.

B. Procedure

1. Step I:
 

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

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

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

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

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

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

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

3. Step III:

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

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

4. Step IV:

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

5. Step V:

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

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

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

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

C. Miscellaneous provisions

~~1. A grievance must be filed within twenty (20) working days of the date the grievant knew or should have known of the circumstances which precipitated the grievance.~~

~~2.1.~~ A grievance shall furnish sufficient background concerning the alleged violation which identifies date(s), time(s), person(s), and actions that led to the allegation.

~~3.2.~~ No person shall suffer recrimination or discrimination because of participation in this grievance procedure.

~~4.3.~~ Hearings should be scheduled during a mutually convenient time.

~~5.4.~~ Employees shall be free to testify regarding any grievance filed hereunder.

~~6.5.~~ Confidentiality will be observed pending resolution of the grievance or final decision by the Board.

~~7.6.~~ Nothing contained herein shall be construed so as to limit in any way the ability of the District and the grievant to resolve any grievance, mutually and informally.

~~8.7.~~ The grievant shall be entitled to representation of his/her choice in all stages of these proceedings.

~~9.8.~~ If needed, the Investigatory Committee shall be selected as follows: The District shall designate one member of its choice and the employee agent shall designate one member of its choice, and these two appointees shall recommend a third committee member subject to the approval by the employee agent and the District. This committee shall conduct investigations of grievances filed by persons asking to be represented by the employee agent and shall report the results of its findings and its recommendations, in writing, to the District grievance officer who shall be responsible to make final determination of all grievances filed at Step III. Step III grievances shall be investigated and a response made, regardless of whether or not the grievant asks for representation.

~~10.9.~~ When required, members of the Investigatory Committee shall be excused from their regular assignments to perform investigations.

~~11.10.~~ Impartial hearing examiners shall be persons who will conduct hearings independent of pressure or influence from the District administration, District staff, the licensed employee who is the

SUBJECT: GRIEVANCE PROCEDURE—LICENSED

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

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

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

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

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

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

Revision history: 9/8/09

---

SUBJECT: SICK LEAVE—LICENSED

**I. Board Directive**

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

**II. Administrative Policy**

Definitions

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

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

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

A. Sick Leave Allowances

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

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

Maximum accumulations:

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

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

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

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

---

SUBJECT: SICK LEAVE—LICENSED

4. Calculating sick leave allowances
  - a. Employees hired after a contract year has started shall receive sick leave benefits on a prorated basis for the remainder of that year. (For example, an employee who is on contract for 50 percent of the contract year would be eligible to receive 50 percent or 5 days of the 10-day annual sick leave allowance.)
  - b. When calculating sick leave allowances in subsequent years, employees shall be awarded a full year of service for the first partial year of employment if their hire date is prior to January 1. If their hire date is after January 1, no service shall be awarded for the first partial year of employment.
5. Sick leave benefits during approved absences
  - a. Interruptions of work for sabbatical leave, educational leave, or other authorized leaves shall not be considered a break in continuous service. Should an employee be granted a leave for any reason, he/she will keep his/her number of cumulative sick leave days to be used upon return, but shall not be considered for sick leave during the time of leave.
  - b. Employees returning from authorized leaves shall receive sick leave benefits according to the policy in force at the time the leave began except when the policy is changed as a result of negotiations.
6. Use of sick leave for critical family care

A maximum of twelve (12) days of sick leave may be used each year to care for a critically ill member of the immediate family or critically ill person residing on a permanent basis in the employee's home.

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

---

SUBJECT: SICK LEAVE—LICENSED

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

Days of Accumulated

Number of Days that

Sick Bank

SUBJECT: SICK LEAVE—LICENSED

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

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

2. Third Year Employees

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

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

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

---

SUBJECT: SICK LEAVE—LICENSED

3. Employees with four or more years of service shall be allowed up to 120 days from the sick bank at full pay less the cost of the substitute for each day the employee falls below 15 days of accumulated sick leave at the beginning of the long-term absence. (A maximum of 15 days' long-term substitute costs will be deducted.)
4. Sick bank limitations
  - a. Prior to granting sick bank days, an employee shall agree in writing to repay compensation at his/her daily rate of pay for sick bank days used or granted if he/she terminates employment with the district for other than medical reasons before completion of the current and succeeding contract year.
  - b. The illness/injury must be medically documented with a statement bearing an original signature from the attending physician. The verification of absence form may not be stamped with a physician's signature or signed by the attending nurse, office manager, etc.
  - c. A second opinion may be required with any costs not covered by insurance borne by the District.
  - d. When an employee requests sick bank days more than once within a 48-month period for an unrelated illness, a three (3)-day loss of pay shall be required before sick bank days are granted. Use of sick bank days shall be limited to 120 days within a 48-month period. The employee will also be required to meet all other qualifying criteria.
  - e. Under catastrophic conditions, employees may appeal to the sick bank committee for a waiver of pay loss provisions. The committee shall review the employee's attendance record and other related factors and either grant or deny the waiver based on the findings. No appeal beyond the sick bank committee is provided.
- D. Sick Leave Review Board
  1. A Sick Leave Review Board shall be organized to review issues related to sick bank usage and cases of suspected sick leave abuse.
  2. The Sick Leave Review Board shall be composed of one administrator appointed by the superintendent and two members appointed by the president of the licensed employee agent.
- E. Abuse of Sick Leave
  1. Administrators shall periodically review sick leave usage.
  2. If an abuse of sick leave is suspected, the administrator shall confer with the employee and, if necessary, ask the Sick Leave Review Board to review the case. Cases will be reviewed according to Administrative Guidelines developed by the Sick Leave Review Board.
  3. If it is determined that an abuse of sick leave has occurred, the following actions shall be taken:
    - a. The sick leave benefits which were paid inappropriately shall be reclaimed from the employee.
    - b. The employee shall be suspended for five (5) days without pay during the next pay period.
    - c. A reprimand shall be entered in the employee's personnel file.
  4. A second proven abuse of sick leave may result in immediate termination.

---

SUBJECT: SICK LEAVE—LICENSED

F. Payment for Sick Leave

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

G. Notification of Absence

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