

**JORDAN SCHOOL DISTRICT
&
Jordan Education Association

Licensed Negotiated Agreement

2025-26**

Negotiations Team

Anthony Godfrey, Ed.D.	Superintendent of Schools
John Larsen, CPA	Business Administrator
Erik Wieben	Sunset Ridge Middle School
Jenny Pedler	Kauri Sue Hamilton School
Devionare Howland	Ridge View Elementary School
Andrea Roundy	Mountain Ridge High School
Kristi Critchlow	UniServ Director

Jordan School District Board of Education

Niki George	President, Voting District 6
Bryce Dunford	1 st Vice President, Voting District 5
Brian W. Barnett	2 nd Vice President, Voting District 2
Erin Barrow	Member, Voting District 4
Lisa Dean	Member, Voting District 7
Darrell Robinson	Member, Voting District 1
Suzanne Wood	Member, Voting District 5

**Licensed Negotiated Agreement
Final & NEG Policies
2025-2026**

**Between Jordan School District Board of Education
&
Jordan Education Association**

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

Compensation:

- 1) Salary Level increases (previously “steps”) will be given for licensed employees for the 2025-26 school year.
- 2) Continuing Education Advancement (previously “lanes”) will be given for qualifying licensed employees for the 2025-26 school year.
- 3) All salary levels on the traditional licensed salary schedule will be increased \$2,000 so salary level one begins at \$62,400 (\$52,050 base salary and \$10,350 Educator Salary Adjustment).

Insurance:

- 4) The insurance plan change recommendations of the Insurance Advisory Committee are accepted. Additionally, it is agreed the District will pay the current year premium increase and will contribute additional funds in order to reduce employee premiums down to the same amounts paid by the Education Support Professionals.

Ongoing items, reminders, from prior years:

- 5) Future insurance premium increase discussions will begin with the understanding that 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, negotiations can alter this arrangement each year, as demonstrated this year.
- 6) Paid Professional Hours for Educators will be paid in May 2026 in accordance with 2022 HB396 for a percentage (dependent on the funding provided to the District from the State) of their hourly rate up to 32-hours of performed activities allowable under Utah Code 53F-7-202.

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 2025-2026 school year.

- a. DP327 NEG – Reduction in Licensed Staff:
 - Change language to reflect an employee subject to a RIS will be given the opportunity to substitute “indefinitely” at the same pay and benefits as if they had retained their previous position
- b. AA422 NEG – School Advisory Council:
 - Clarify that the licensed employee agent representative is a Jordan Education Association member elected by Jordan Education Association members
 - Add language that issues of concern or discussion shall not be requested anonymously
- c. DP316 NEG – Orderly Termination Procedures – Licensed:
 - Clarifies that employees will be informed of their right to representation for a disciplinary action meeting
 - Clarifies that employees will be given 24 hours advance notice for a disciplinary meeting
- d. DP304 NEG – Teacher Transfers
 - Add language to allow for more flexibility for involuntary transfers by removing deadline of April 1st

JORDAN SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
Niki George, President

Dated: 5/27/2025

JORDAN EDUCATION ASSOCIATION

By: 
Janet Sanders, JEA President

Dated: 5/27/2025

DRAFT

Teacher Salary Schedule

(C Schedule) Traditional (187 Days – 8 Hours/Day)

August 11, 2025 – June 5, 2026

Salary Level	Base Pay	Educator Salary Adjustment*	Lane Z Annual Salary
1	\$52,050	\$10,350	\$62,400
2	\$52,950	\$10,350	\$63,300
3	\$53,850	\$10,350	\$64,200
4	\$54,750	\$10,350	\$65,100
5	\$55,650	\$10,350	\$66,000
6	\$56,550	\$10,350	\$66,900
7	\$57,450	\$10,350	\$67,800
8	\$58,350	\$10,350	\$68,700
9	\$59,250	\$10,350	\$69,600
10	\$60,150	\$10,350	\$70,500
11	\$61,050	\$10,350	\$71,400
12	\$61,950	\$10,350	\$72,300
13	\$62,850	\$10,350	\$73,200
14	\$63,750	\$10,350	\$74,100
15	\$64,650	\$10,350	\$75,000
16	\$65,550	\$10,350	\$75,900
17	\$66,450	\$10,350	\$76,800
18	\$67,350	\$10,350	\$77,700
19	\$68,250	\$10,350	\$78,600
20	\$69,150	\$10,350	\$79,500
21	\$70,050	\$10,350	\$80,400
22	\$70,950	\$10,350	\$81,300
23	\$71,850	\$10,350	\$82,200
24	\$72,750	\$10,350	\$83,100
25	\$73,650	\$10,350	\$84,000
26	\$74,550	\$10,350	\$84,900
27	\$75,450	\$10,350	\$85,800
28	\$76,350	\$10,350	\$86,700
29	\$77,250	\$10,350	\$87,600
30	\$78,150	\$10,350	\$88,500
31	\$79,050	\$10,350	\$89,400
32	\$79,950	\$10,350	\$90,300
33	\$80,850	\$10,350	\$91,200
34	\$81,750	\$10,350	\$92,100
35	\$82,650	\$10,350	\$93,000
36	\$83,550	\$10,350	\$93,900
37	\$84,450	\$10,350	\$94,800
38	\$85,350	\$10,350	\$95,700
39	\$86,250	\$10,350	\$96,600
40	\$87,150	\$10,350	\$97,500
41	\$88,050	\$10,350	\$98,400
42	\$88,950	\$10,350	\$99,300
43	\$89,850	\$10,350	\$100,200
44	\$90,750	\$10,350	\$101,100
45	\$91,650	\$10,350	\$102,000

New-Hire Placement (1st year educator)

Education Attainment	Level
Bachelor's Degree	1
Bachelor's Degree plus 20 Semester Credits	3
Bachelor's Degree plus 40 Semester Credits	5
Master's Degree	6
Master's Degree plus 30 Semester Credits	8
Doctorate Degree	10
New hires with teaching experience shall receive full credit for years of service up to the established maximums as outlined in DP 309 NEG	

Continuing Education Advancement

Education Attainment	Level Increase	Total Levels
Bachelor's Degree plus 20 Sem. Credits	Add 2 Levels	2 Levels
Bachelor's Degree plus 40 Sem. Credits	Add 2 Levels	4 Levels
Master's Degree	Add 1 Level	5 Levels
Master's Degree plus 30 Sem. Credits	Add 2 Levels	7 Levels
Doctorate Degree	Add 2 Levels	9 Levels
Educational Attainment are hours earned beyond and after Bachelor's Degree and original Teaching license		

Associate or Alternative Level License

License	Maximum Level Increase
Associate or Alternative Level License	4
After initial placement, underqualified educators may only advance one level per year (based on negotiations) to the maximum listed above, until receiving a professional License.	

NOTES:

- 1) Educators with a current educator National Board Certification will receive an annual stipend of \$2,400 per year based on their FTE.
- 2) This salary schedule is adopted only for the current school year. Any reference to future step salary increases is advisory only and subject to further approval by the Board of Education based on availability of funds.
- 3) Per Utah Code 53G-11-518, an employee may not advance on an adopted wage or salary schedule if the employee's rating on the most recent evaluation is at the lowest level of an evaluation instrument.
- 4) Per Utah Code 53F-2-405, the Educator Salary Adjustment* may not be awarded if an educator has received an unsatisfactory rating on the educator's three most recent evaluations.
- 5) The difference between steps is \$900.
- 6) Licensed employees will receive an additional salary level increase beginning with their 21st year as a licensed employee. These years do not need to be consecutive years and a leave of absence shall not count against these years.

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

JORDAN 
SCHOOL DISTRICT

DRAFT

DP327 NEG – Reduction in Licensed Staff

- Effective: 6/8/2004
- Revision: 8/11/2020
- Reviewed: 7/25/2017

I. Board Directive

The Board recognizes that licensed staff should be placed in the school that will best fit the educational needs of the students in the District. When circumstances make it necessary to reduce staff, orderly procedures are to be implemented in accordance with [Utah Code 53G-11-516](#). This policy is intended to be consistent with the [Public Education Human Resources Management Act §53G-11-501](#) et seq.

II. Administrative Policy

A. Reduction in Staff (RIS)

1. In the event of declining enrollment, the discontinuance or substantial reduction of a particular service or program, the shortage of anticipated revenue, school consolidation, or other unforeseen circumstances, it may become necessary to initiate a RIS. If a RIS is necessary, seniority will not be used in determinations; however, decisions may be within the discretion of the school/program using a rubric as outlined in the "[Reduction in Staff Guidelines](#)" to consider the following:
 - a. Program and staffing needs of the school / District
 - b. Employee performance evaluation (appropriate for the job classification)
2. All teachers, including those on a plan of assistance or probation, may be affected by a RIS.
3. For licensed employees who are to be affected by a RIS, the school / program administrator will submit RIS recommendations to the Administrator of Schools and the Administrator of Human Resources for approval.
4. Under normal circumstances, licensed employees who are to be affected by a RIS and potentially subject to a Reduction in Force (RIF), shall receive at least thirty (30) days notice from the Human Resource Department. This RIS/RIF notice to licensed employees will serve as the thirty (30) days notice should the employee not be able to secure a position with the District.
5. Teachers affected by a RIS will be eligible to participate in transfers as per policy [DP304 NEG – Teacher Transfers](#).
6. If an employee is subject to a RIS at a school and a position for which they are qualified opens up at the same school before ten (10) calendar days prior to the New Teacher Induction, the employee has the option to return to their school. At the time of

the RIS meeting with the principal, the employee will sign a form indicating whether or not he/she wants to return to the school. If no, the principal has no obligation to contact the employee and may move forward with the hiring process. If yes, the principal must use the two methods indicated on the RIS form and wait 48 hours to hear from the employee before proceeding with the hiring process. If the employee responds to the principal within 48 hours, the principal must allow the employee to return to his/her original position, canceling the RIS.

7. An employee subject to a RIS will be given the opportunity to substitute ~~indefinitely for up to one year~~ at the same pay and benefits as if they had retained their previous position.
8. Teachers affected by a RIS may apply online for available positions for which they are qualified in addition to any transfer request entered into Skyward. However, there is no guarantee of continued employment. If after a RIS and one year serving as a substitute teacher, the teacher has not been hired for an available position, the employee will be subject to a RIF.

B. Reduction in Force (RIF)

1. In the event of declining enrollment, the discontinuance or substantial reduction of a particular service or program, the shortage of anticipated revenue, school consolidation, or other unforeseen circumstances, it may become necessary to initiate a RIF. If a RIF is necessary, seniority will not be used in determinations; however, decisions may be within the discretion of the district to consider the following:
 - a. Program and staffing needs of the school / District.
 - b. Employee performance evaluation (appropriate for the job classification).
2. Under normal circumstances, licensed employees who are to be affected by a RIF, shall receive at least thirty (30) days' notice.

C. Rehire

1. If a licensed employee is terminated through a RIF, the employee will be contacted and given the opportunity to interview for available positions for which they apply online and are qualified within one (1) year of the date of the RIF. However, there is no guarantee of continued employment.
2. If a licensed employee is terminated through a RIF and rehired during the same contract year, the employee's salary placement shall remain unchanged. If the terminated employee is rehired during a subsequent year, salary placement will move up one level, provided a salary increase was authorized by the Board of Education and included on the current salary schedule. If the employee applies and qualifies for a salary change between the times of the RIF and rehiring during a subsequent year, salary placement will be on the

higher level provided a salary increase was authorized by the Board and included on the current salary schedule.

3. A licensed employee who is rehired following termination through the RIF process shall have accrued sick leave and other leave benefits reinstated at the level existing at the time of the RIF, provided the benefit was authorized by the Board for the current academic year.

AA422 NEG – School Advisory Council

- - Effective: 10/28/1975
 - Revision: 6/11/2019
-

I. Board Philosophy

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

II. Administrative Policy

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

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

1. Division Organization

a. High Schools

One representative from the elective subject areas, one representative from the required subject areas, one Jordan Education Association member~~certificated employee agent~~ ~~faculty~~ representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.

b. Middle Schools

One representative from the elective subject areas, one representative from the required subject areas, one Jordan Education Association member~~licensed employee agent~~ ~~faculty~~ representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.

c. Elementary Schools

One representative from the primary grades, one representative from the intermediate grades, one Jordan Education Association member~~licensed employee agent~~ ~~faculty~~ representative, and the principal.

d. Special Schools

One representative for each service area, one Jordan Education Association member representative, one representative from the counseling staff, the principal, and one assistant principal designated by the principal.

2. Additional participation or representation on the Council will be determined by the Council as needs arise.
3. Teacher representatives and the counselor will be elected by the teaching staff.
- 3.4. Jordan Education Association member representatives will be elected by Jordan Education Association members.
- 4.5. It shall be possible for individual members of the Council to introduce any items of business or points of view to be considered by the Council.
- 5.6. Minutes shall be recorded on the School Advisory Council Committee minutes form and approved by the Council before distribution throughout the school and to the appropriate Administrator of Schools.
- 6.7. The Council should meet monthly or more frequently if business dictates. The chairman will be elected by the Council. The operating procedures of the Council will be determined by the Council.
- 7.8. The Council work shall not carry over into the administration of policies and programs.
- 8.9. All items of business or recommendations coming from this Council are advisory only.

B. Request for Review

Informal Steps

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

requesting party within twenty (20) working days of the receipt of the request for review. The conclusions of the Review Committee are final.

DP316 NEG – Orderly Termination Procedures—Licensed

- Effective: 11/28/1978
 - Revision: 4/26/2016
 - Reviewed: 4/26/2013
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I. Board Directive

The Board recognizes the need to provide orderly procedures for termination of Jordan School District educators, and delegates to the District Administration responsibility for establishing such procedures in accordance with the Public Education Human Resource Management Act (PEHRMA) outlined in [Utah Code §53G-11-512](#) through [517](#).

II. Administrative Policy

A. Definitions

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

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

- positions are authorized for no more than twelve (12) months; and employees hired on or after January 1.
5. Educator: All licensed personnel as defined above.
 6. Unsatisfactory Performance: A total score on the JPAS Feedback Report in the "Not Effective or Minimally Effective" range.

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

B. Causes for Disciplinary Action or Contract Nonrenewal

1. The District may determine not to renew the contract of an educator for any of the following reasons:
 - a. Insubordination, which includes an act of serious insubordination, repeated acts of insubordination, or a pattern of insubordinate behavior. Insubordination is any event under the employee's control that disregards or fails to comply with a directive given by one having authority to give such directives. Directives shall be specific and understandable.
 - b. Unsatisfactory Performance. If the School District intends to terminate a contract for cause for reasons of unsatisfactory performance as determined in PEHRMA, then the unsatisfactory performance must be documented in at least two formal or informal evaluations conducted at any time within the preceding three (3) years in accordance with District policy [DP311–Evaluation of Licensed Personnel](#).
 - c. Mental or physical incapacity.
 - d. Inability to perform essential job functions despite all reasonable (including, but not limited to ADA requests) accommodations.
 - e. Conviction, plea of guilty, no contest or other plea resulting in probation or suspended sentence for any felony or misdemeanor involving moral turpitude or crimes against children. With respect to a plea in abeyance, the Jordan Board of Education in their sole discretion, may determine to disregard the plea in abeyance as a cause for termination.
 - f. Conduct which may be harmful to students or the District. (See [Administrative Rule R277-217 Educator Standards and LEA Reporting](#)).
 - g. Improper or unlawful physical contact with students. (See [Administrative Rule R277-217 Educator Standards and LEA Reporting](#))
 - h. Repeated violation of District policy. (See [Administrative Rule R277-217 Educator Standards and LEA Reporting](#))

- i. Unprofessional conduct not characteristic of or befitting a Jordan School District educator. (See [Administrative Rule R277-515-3 Educator Ethics](#))
- j. Unsatisfactory compliance with terms of probation or remediation (see District policy [DP313—Provisional or Probationary Licensed Personnel](#))
- k. Any reason that the District in its sole discretion deems reasonable and appropriate provided it is in accordance with PEHRMA §[Utah Code §53G-11-512](#) through [517](#)
- l. . Performance, underdeveloped or insufficient skills, lack of knowledge or aptitude, or other employment attribute which is substantially below the performance reasonably expected from other educators having similar responsibilities and duties.
- m. Misuse of contract time. (See [Administrative Rule R277-217 Educator Standards and LEA Reporting](#))
- n. Misuse of computers or school equipment. (See [Administrative Rule R277-217 Educator Standards and LEA Reporting](#))
- o. Misuse of school or District funds. (See [Administrative Rule R277-217 Educator Standards and LEA Reporting](#))
- p. Failure to obtain licensing in a timely manner.
- q. Failure to obtain credentials or appropriate certification.
- 2. The District may determine not to issue a contract to any educator whose status is "Provisional," as defined under G. below and policy [DP313—Provisional or Probationary Licensed Personnel](#).

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 Warning: Written warning is any memo of concern.
- 3. Written Reprimand: Written reprimand is issued by the immediate supervisor or District Administration which warns the employee that adverse employment action, which may include contract termination, may be taken.
 - a. This warning is active for a two-year period and may remain in either the school file or in the employee's District personnel file.

- b. The warning does not prejudice the right of the District to proceed with termination for cause should the misconduct continue.
- 4. Probation: The District may elect, but is not required to place the employee on probation for misconduct which could be grounds of termination during the contract year.
 - a. The District is solely responsible for determining the length and terms of probation except under the provisions of policy [DP311—Evaluation of Licensed 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.
- 5. Suspension: The District may, at its discretion, place the employee on suspension.
 - a. The District shall be solely responsible for determining whether the suspension is to be with or without pay and for determining the duration of the suspension.
 - b. Suspension may, among other reasons, be invoked by the District when further investigation is deemed necessary or desirable in order to make an informed decision concerning the employment of an employee or for the purpose of awaiting the outcome of criminal charges pending against an employee.
 - c. Suspension of a teacher shall not in any way prejudice the right of the District to proceed with other action, including termination for cause, at a later date.
 - d. Furthermore, the fact that pending criminal charges against a teacher may be resolved in favor of the teacher shall not preclude the District from initiating termination for cause proceedings or other disciplinary action against the teacher based all or in part upon the same facts which gave rise to the criminal charges.
- 6. ~~Any employee subject to disciplinary action shall be given the opportunity to be represented in any meeting or conference to which they are invited or required to attend with respect to the disciplinary action.~~ Employees subject to disciplinary action shall be informed of their right to representation in any meeting related to disciplinary action. Employees subject to disciplinary action shall be informed at least 24 hours in advance of any meeting related to disciplinary action.

D. Causes for Contract Termination

- 1. The District may terminate the employment of any educator during the term of the educator's contract for any of the reasons listed under items B.1.a. through p. above.

2. The District may terminate the employment of any educator during the term of the educator's contract for any act, failure to act, or conduct which constitutes a breach of the educator's employment contract.
3. For career educators that exhibit both unsatisfactory performance AND conduct (items B.1.a. through p. above) the District may:
 - a. Attempt to remediate the conduct of the career employee; or
 - b. Terminate the career employee for cause if the conduct merits dismissal consistent with items B1a.through p. above and is not required to develop and implement a plan for improvement. (PEHRMA Utah Code §53G-11-512 through 517).

E. Procedures When Renewal of the Contract of a Career Educator Is In Question

When continued employment of a career educator is in question, the career educator shall be informed in writing at least three (3) months before the end of the contract term.

1. The reasons why continued employment is in question shall be specified.
2. The career educator shall be provided an opportunity to correct the deficiencies which are causing continued employment to be in question. Assistance may be granted the educator to correct the deficiencies including informal conferences, Plan for Improvement and services of school personnel.

F. Procedures When the Contract of a Career Educator Will Not Be Renewed

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

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

G. Procedures When Provisional Contract Will Not Be Issued

Provisional educators, as defined under District policy DP313—Provisional or Probationary Licensed Personnel, are not entitled to employment beyond the end of the term of the present contract, and may not reasonably expect continued employment in succeeding years.

1. The District is not required to provide a cause for not offering a contract to a provisional employee. When the District determines not to issue a contract of employment to a currently employed provisional educator, the educator shall be notified in writing at least sixty (60) days before the end of the provisional employee's contract term. (PEHRMA §Utah Code §53G-11-512 through 517)
2. When the District decides to terminate the employment of a provisional educator during the contract term, the employee is entitled to a fair hearing (see item H.).

H. Procedures for Termination During Contract Term

1. Notice

- a. When an educator is to be terminated during a contract term, the District shall notify the educator in writing of the intent to terminate.
- b. The notice shall be delivered to the individual personally or sent by certified mail to the individual's last-known address, as shown on the personnel records of the District, at least thirty (30) days prior to the proposed date of termination.
- c. The notice shall state the date of termination and set forth the reasons for termination.
- d. The notice shall advise the individual that he or she has a right to a fair hearing. The hearing process outlined below is waived if a hearing is not requested by the employee in writing to the Administrator of Human Resources within fifteen (15) working days after the notice of termination was either personally delivered or mailed to the individual's most recent address as shown on the District's personnel records. The hearing process includes the right to an informal conference with the administration, the right to a hearing

before an independent hearing officer, and the right to a hearing before the Board of Education.

- i. The hearings shall be scheduled at intervals of ten (10) working days whenever possible or other timeline agreed to by both parties in writing.
 - ii. A recommendation shall be required from the hearing examiner within ten (10) working days of the date of the hearing.
- e. The notice shall also inform the educator of the right to be represented at the hearing(s) by a representative of his/her choice.

2. Suspension Pending a Hearing

- a. Suspension pending a hearing may be without pay if an authorized representative of the District determines, after providing the employee with an opportunity for an informal conference to discuss the allegations, that it is more likely than not that the allegations against the employee are true and will result in termination.
- b. If termination is not subsequently ordered, the employee shall receive back pay from the period of suspension without pay.

3. Continued Educator Service

- a. After notice of termination, the educator, at the option of the Superintendent, may remain on the job, be reassigned to another licensed position, or be subject to other reasonable personnel actions.
- b. If the Superintendent finds that continued employment may be harmful to students or the District, the educator shall be suspended with pay pending termination. No more than thirty (30) days of salary shall be provided to employees who are on suspension.
 - i. The District shall notify the educator of the suspension in writing.
 - ii. The District notice shall include findings of fact as to why harm may result to students or the District if active service is allowed to continue.

4. Hearing Cancelled or Not Requested

- a. If a hearing is cancelled or not requested by the educator, the written notice of intention to terminate employment will serve as written notice of final termination by the Board.
- b. The cause(s) of termination are those contained in the notice of intention to terminate employment.

5. Appointment of Hearing Officer

- a. Hearing officers shall be persons who will conduct hearings independent of pressure or influence from the District

administration, District staff, the licensed employee who is the participant in the hearing, or any association or organization acting on behalf of or representing the employee. No hearing officer may be a direct supervisor or subordinate of either the employee or a person recommending the employee's termination for cause.

- b. District Hearing Officers: Hearing officers may either be District hearing officers or an individual not employed with the District.
 - i. District hearing officers include not fewer than five (5) employees of the District selected annually by the Administrator of Human Resources. The employee who is the subject of the appeal may select any one individual from the pool of hearing officers to hear the appeal of the employee.
 - ii. Non-Employee Hearing Officers: If a non-school employed hearing officer is utilized at the request of the employee, the costs associated with the hearing officer shall be shared equally by the District and the individual employee. The District may require the posting of a bond or letter of credit or the deposit of sufficient cash by the employee to assure payment by the employee or the employee's association or representative of the foregoing expenses.
 - iii. The employee agent and the District agree to use the American Arbitration Association (AAA). This includes following the rules and procedures as outlined by the AAA.

6. Conduct of the Hearing

- a. The educator may be represented by counsel and may call witnesses, hear accusing testimony, cross examine witnesses, and examine documentary evidence.
- b. The District shall make available District employees if needed as witnesses for either party.
- c. Parties shall exchange documentary evidence at least two (2) working days before the scheduled hearing or other timeline agreed to by both parties in writing.
- d. The hearing shall be conducted informally, and the rules of evidence used in courts of law need not be strictly observed.
- e. The hearing proceedings shall be recorded and preserved in a manner to assure completeness and accuracy; i.e., electronic tape recording. Stenographic recording shall not be required.

7. Hearing Officer's Decision

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

of the proceeding. The hearing officer shall, within ten (10) working days of the hearing, render a written decision supported by findings of fact.

- b. The decision may recommend to the Board that the proposed action be taken or that the proposed action not be taken or that other action less severe than the proposed action be taken.
- c. The decision of the hearing officer, together with the findings of fact, shall be sent by certified mail to the educator's last known address. A copy shall be mailed to the employee's representative, if any.

8. Request for Board Review

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

9. Board Review Not Requested or Decision Favors Educator

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

10. Board Decision

- a. Within five (5) working days of receiving the hearing officer's decision, the Board shall render a decision that the originally proposed action be taken, that the originally proposed action not be taken, or that other action less severe than the originally proposed action be taken.
- b. The Board shall issue findings of fact that support the decision or may adopt the findings of fact prepared by the

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

11. Finality

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

12. Appeal

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.

13. Restoration of Records and Benefits

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

DP304 NEG – Teacher Transfers

- Effective: 8/27/1969
 - Revision: 7/1/2023
 - Reviewed: 4/26/13
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I. **Board Directive**

The Board recognizes that all employees should be placed in the school and department that will best fit the educational needs of the students in the District. Consideration will be given to the employee's placement preference. When circumstances make it necessary to transfer employees involuntarily or reduce staff, orderly procedures are to be implemented.

II. **Administrative Policy**

It is the policy of the Administration to assign personnel to the positions that best meet the needs of the District. Transfers shall be used to maintain a proper balance of experience and specialized competence among the schools of the District.

A. **Voluntary Transfers**

1. The Human Resources Department will identify and advertise known vacancies beginning March 1 of each school year, including those positions which were filled after Jan. 1 of the current school year (except nurses). Transfer requests will be accepted during the transfer window up through August 1st.
2. All vacancies for the coming school year occurring between March 1 and June 1, shall be advertised for five working days. Teachers will make transfer requests according to the following guidelines:
 - a. All known job vacancies, together with required endorsements and skill requirements, will be posted online.
 - b. Teachers interested in transferring must submit a separate transfer request through Skyward Employee Access for any posted position. during the transfer window, principals will be notified weekly of transfer requests for posted positions,.
 - c. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., principals will review requests for transfer and select the candidates to be interviewed. Principals will interview at least two (2) qualified transfer candidates if available through June 1. Candidates who are interviewed but not offered a position will be notified as soon as reasonably possible. When the position has been filled, the posting will be removed.

- d. Beginning the week of February 1 until the teacher transfer fair, teachers interested in transferring in conjunction with the teacher transfer fair may submit a transfer request through Skyward Employee Access.

B. Involuntary Transfers-Administrative

1. A principal or immediate supervisor may request the transfer of an employee when in his/her judgment it will benefit the employee, the school, or the District. Transfer requests stating specific reasons for the transfer shall be made to the area Administrator of Schools. The area Administrator of Schools shall review the request and recommend approval or denial to the Administrator of Human Resources. Upon final approval of the Administrator of Human Resources, a copy of the request shall be given to the employee ~~no later than April 1.~~
2. An employee whose performance is unsatisfactory may not be transferred to another school unless the local school board specifically approves the transfer of the employee. §53G-11-517
 - a. Unsatisfactory performance is defined as minimally effective or not effective on the employee's most recent evaluation.
3. Involuntarily transferred teachers will be allowed to interview through the voluntary transfer process. If teachers are not successful in gaining a voluntary transfer by June 1, the District will place the employee in a position for which he/she is qualified.
4. If, after the employee has been placed, the employee may continue to review through the voluntary transfer process (Refer to Section II A of this policy).
5. Transfers during the school year shall be avoided.