7-1-1994

Jordan School District and Jordan Education Association (1994)
Jordan School District and Jordan Education Association (1994)

Location
Salt Lake Co., UT

Effective Date
7-1-1994

Expiration Date
6-30-1995

Number of Workers
3250

Employer
Jordan School District

Union
Jordan Education Association

NAICS
61

Sector
Local government

Item ID
6178-008b182f013_03

Keywords
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Comments
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THIS AGREEMENT made effective the 1st day of July, 1994, for the school year, is between the Board of Education of the Jordan School District ("District") and the Jordan Education Association ("Association"), in behalf of certificated individuals who are now or may hereafter become employees of the District.

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

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

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

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

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

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

2. That the District hereby employ the Certificated Personnel to perform services in the public schools of said District for the contract year 1994-95 on the appropriate step of the negotiated salary schedule and under the conditions and stipulations above.

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

3. This contract is valid when signed by the authorized representatives.
IN WITNESS WHEREOF, the parties have duly executed this Contract as witnessed below.

BOARD OF EDUCATION

[Signature]
President
9/13/94
Date Signed

C. Wilson Sanderson
Business Administrator
9/13/94
Date Signed

JORDAN EDUCATION ASSOCIATION

[Signature]
President
9/13/94
Date Signed

Executive Director
9/13/94
Date Signed

Jordan Teachers
Received from:
- Jordan Education Assoc.
  875 East 5100 South
  Murray, UT 84107
  (801) 262-2449
- No person contract
- 3,250 employees
JORDAN SCHOOL DISTRICT
Dr. Raymond W. Whittenburg, Superintendent of Schools

Jordan Education Association
Negotiated Agreements
1994-95

SALARY

1. Salary Settlement
   It is agreed that for the 1994-95 school year the salary schedule will be increased by 4.25%.

2. Increments and Lane Changes
   It is agreed that the increment and lane change salary categories will be funded as follows:
   
   - Regular Increments: 1.683%
   - Longevity Increments: 0.160%
   - Lane Changes: 0.476%

3. Salary Schedule Adjustments
   It is agreed that adjustments in the certificated salary schedule, to correct inequities in the 1994 schedule, will be made and that the costs associated with the adjustments are $27,443 or .0255%. (See attachment C-4, Salary Schedule Adjustments.)

FRINGE BENEFITS

1. Health and Accident Insurance
   It is agreed that $372,966 or 0.347% will be added to the health and accident insurance program and that the level of coverage provided during 1993-94 will be maintained. An insurance reserve fund will be established and maintained at a minimum of $500,000. (See attachment C-2, Health and Accident Insurance.)

2. Personal Leave Policy—DP335 NEG
   It is agreed to amend the Personal Leave Policy—DP335 NEG to allow the accumulation of multiple personal leave days, but the use of these days will be limited to a maximum of three days in any contract year and to a total of six days over any three consecutive contract years. Educators may carry over a maximum of two days into the baseline year 1994-95. Payment to employees for unused personal leave days was deleted from the policy. Implementation will be July 1, 1994. (See Attachment WC-1, Personal Leave Policy—DP335 NEG.)
3. **Professional Days (Released Time)—DP339**

It is agreed to amend the Professional Days (Released Time) Policy—DP339 to limit the use of professional days to eligible classroom teachers and to base the quota for high schools, middle schools, and elementary schools on full-time equivalents (FTE's). Principals have the responsibility for assigning professional days after consideration is given to input and recommendations from the School Advisory Council. (See Attachment WC-2, Professional Days (Released Time)—DP339.)

4. **Sick Leave Bank—DP324 NEG**

It is agreed to amend the Sick Leave Bank Policy—DP324 NEG to include the requirement that continuous years of service be used in the formula to determine the number of sick leave bank days an educator is eligible to receive. The policy also allows for a second professional opinion for medical treatment, and the provision that reports of sick leave abuse filed by a principal will be reviewed according to guidelines developed by the Sick Leave Review Board. Information regarding the costs and availability of adding a physician to serve as a non-voting Sick Leave Review Board member will be researched by review board members. (See Attachment WC-3, Sick Leave Bank—DP324 NEG.)

**MISCELLANEOUS ITEMS**

1. **Elementary Planning Time**

   It is agreed that a nine-member JEA/Jordan School District Elementary Planning Time Committee will be established (four members selected by JEA and four selected by the Superintendent, with the chair of the committee jointly selected) to prepare recommendations regarding improved elementary school planning time for 1995-96. The committee is to complete its work by March 15, 1995. (See attachment E-1, Elementary Planning Time.)

2. **Extra Duty Compensation**

   It is agreed that a sub-committee to the District Advisory Council will be established to review secondary educator extra duty compensation issues and to make recommendations to the Board of Education by the last Board meeting in January 1995. (See attachment E-2, Extra Duty Compensation.)

3. **Bachelor's +90 Hours Salary Incentive**

   It is agreed that a $500 yearly stipend will be provided for educators with 90 hours of acceptable credit above a Bachelor's degree, but who are not currently on the Master's Lane, and that the stipend paid to certificated educators with a Doctorate degree will be increased from $600 to $1,200 per year. (See attachment E-3, Bachelor's +90 Hours Salary Incentive.)
4. **Track Change Planning Compensation**

It is agreed that the stipend for track changes for year-round educators will be increased from $41 to $60 per track change and that the recommendations of the 1993-94 Track Change Committee will be reviewed and implemented. Year-round educators suffering a medical or physical impairment shall be provided track change assistance from the school to complete the move. (See attachment E-4, Track Change Planning Compensation.)

5. **Parent/Teacher Conferences—Kindergarten**

It is agreed that three hours of assistant time will be provided from each school's FTE assistant pool hours to be used by each am/pm kindergarten teacher involved in the preparation for parent/teacher conferences. (See attachment K-2, Parent/Teacher Conferences—Kindergarten.)

6. **Screening Days—Kindergarten**

It is agreed that Jordan District will seek to maintain a screening program for incoming kindergarten students and that kindergarten teachers will not be required to forfeit planning time to conduct student screening. (See attachment K-3, Screening Days—Kindergarten.)
JEA Proposal

Health and Accident Insurance

Jordan District’s Health and Accident Insurance Program will be maintained at the level of coverage provided during 1993-94. Increased costs to maintain the plan in Fiscal Year 1995 will be paid by the District as a part of the certificated employees' total compensation package.

JEA also proposes establishment of a reserve insurance fund to be maintained at a minimum of $500,000.

Rationale

The Jordan District Insurance Department has estimated the cost of Health and Accident insurance for Fiscal Year 1995 to be $18,919,283. While October (1993) through February (1994) claims were less than the $1,151,000 per month amount budgeted, the District needs to able to maintain a higher reserve to cover emergencies.

In the event of several catastrophic claims, the District may find itself without sufficient insurance revenues to maintain the program. Other districts who have faced this dilemma have been forced to cut benefits, budgets and even employees in an effort to balance their revenues and expenditures.

Tentative Agreement

Raymond D. Karterburg
For Jordan School District

Scott Bregman
For Jordan Education Association

May 17, 1994
JEA Proposal

Salary Schedule Adjustments

JEA proposes adjustments in the certificated salary schedule to correct inequities caused by miscalculations in three lanes on the negotiated Fiscal Year 1994 schedule. For 1994-95 fiscal year there will be a one-time adjustment of $27,443.00 which is .0155 on the salary schedule.

Rationale

Some educators were adversely affected last year when dollar amounts for certain lanes and steps did not match the intent of the negotiated salary schedule changes. Those compromised monetarily were made whole with a one-time reimbursement check in December 1993. However, some (side-by-side) lanes which reflect identical dollar amounts have raised concerns among educators who feel they should be rewarded equally for additional educational training.

Tentative Agreement

For Jordan School District

For Jordan Education Association

Date 5/17/94

May 17, 1994
JEA Proposal

Personal Leave

JEA proposes the following amendments to DP335 NEG, Personal Leave:

DP335 NEG, SECTION II, GUIDELINES (Addendum, Page 4)

Each eligible employee of the district shall be allowed one (1) day per year personal leave at no cost to the employee. Each employee may accumulate said unused personal leave, to a maximum of three (3) days in the third year or any year thereafter should it not be used. An employee may not use more than three (3) accumulated personal leave days in any contract year, with a maximum usage of six (6) personal leave days in any three (3) consecutive contract years. The implementation date for this benefit is July 1, 1994. The 1994-95 school year will establish a baseline for this benefit, with the accrual coming in subsequent years. A maximum of two (2) days can be carried over into the baseline year.

DP335 NEG, SECTION II-F (Addendum, Page 5)

Certificated employees who have three (3) days Personal Leave accumulated at the end of the contract year will be paid the equivalent of one day’s cost for a long-term substitute.

Rationale

Approval of these policy amendments will save the Jordan District money which would otherwise be used to pay for substitutes.

Tentative Agreement

[Signatures]

For Jordan School District

For Jordan Education Association

May 17, 1994

Date: 5/17/94
JEAProposal

Professional Days (Released Time)

JEAProposes the following changes in and additions to DP339, Released Time (Professional):

DP339, SECTION I, BOARD POLICY

The Board recognizes that professional development activities are an important component in staff preparation and training. Therefore, the Board authorizes the Administration to implement a policy which provides released time to eligible certificated classroom teachers for the purpose of engaging in professional activities. Such activities are to be in keeping with the needs and goals of the local school or the district.

DP339, SECTION II, GUIDELINES

B. Each school shall have a quota for professional leave days which may be used during the year for authorized professional activities. The quota for high schools shall be 1 day per 4.5 full-time equivalents (FTEs) classroom teachers. The quota for middle schools and elementary schools shall be 1 day per 5 full-time equivalents (FTEs) classroom teachers.

J. The principal shall have responsibility for assigning the professional leave days after consideration is given to input and recommendations from the school advisory council.

Rationale

JEAFeels the Jordan District needs to facilitate better communication regarding Professional Day opportunities. The Association supports placing control of Professional Day opportunities in the hands of individual teachers and faculties using Site-based Decisionmaking.

May 17, 1994

Tentative Agreement

For Jordan School District

For Jordan Education Association

Date 5/17/94
JEA Proposal

Sick Leave Bank

JEA proposes the following changes in and additions to DP324 NEG, Sick Leave (Certificated):

DP324 NEG, SECTION II-C-2-c (Addendum Page 7)

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.)

DP324 NEG, SECTION II-D-4-a and c (Addendum Page 8)

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 years.

c. A second opinion on elective surgery may be required with any costs not covered by insurance borne by the District.

DP324 NEG, SECTION II-E-2 (Addendum Page 8)

The Sick Leave Review Board shall be composed of one administrator appointed by the superintendent and two members appointed by the president of the Jordan Education Association. During the 1994-95 contract year, the Sick Leave Review Board is charged with researching details regarding costs and availability of adding a non-voting physician member as a consultant to the Sick Leave Review Board. A recommendation will be made to the Superintendent and the president of JEA no later than February 1, 1995. Upon acceptance of the recommendations, a non-voting physician member may be added to the Sick Leave Review Board.

DP324 NEG, SECTION II-F-2 (Addendum Page 8)

(New sub-section)

a. Cases will be reviewed according to guidelines developed by the Sick Leave Review Board.

Rationale

The current practice of the Jordan District is to award Sick Leave Bank benefits based on continuous years of service. The current
policy language, however, does not reflect this intent.

The Sick Leave Review Board is required to grant Sick Leave Bank benefits based on available medical documentation. There is currently no way to verify the validity of the documentation, or to seek a second doctor's opinion, except in cases of elective surgery. The Review Board needs a physician consultant to help with these decisions, as well as the ability to call for a second opinion, if needed. Current policy requires the Review Board to review cases of alleged sick leave abuse. There are no guidelines identifying procedures on how to conduct such an investigation.

Tentative Agreement

Raymond M. Willenborg
For Jordan School District

Scott Gregory
For Jordan Education Association

Date 5/17/94

May 10, 1994
Elementary Planning Time

JEA proposes the establishment of a nine-member joint JEA/Jordan School District Elementary Planning Time Committee. Four Committee members will be chosen by the JEA President, four committee members will be chosen by the Superintendent, and the chair of the Committee will be chosen jointly by the JEA President and the Superintendent. The purpose of the Committee will be to research, develop and implement improved elementary planning time which can be implemented in each elementary school by Fiscal Year 1996. The Committee’s recommendations will be presented to JEA and the District no later than March 15, 1995.

Rationale

It is unfair and inequitable to provide planning time for secondary educators and fail to provide the same degree of benefit for elementary personnel.

Other school districts are using Experimental Developmental money to implement pilot programs for elementary planning time.

Sufficient planning time is essential to a successful educational program. Lost planning time poses difficulties for both educators and students.

May 17, 1994

Tentative Agreement

For Jordan School District

For Jordan Education Association

Date 5/17/94
JEAA Proposal

Extra Duty Compensation

JEAA proposes establishment of a sub-committee of the District Advisory Council to deal with secondary educator extra duty compensation issues. The composition of the sub-committee will be determined by the District Advisory Council. The mission of the sub-committee will be to:

1. Examine the funding, distribution and management of extra duty or extra-curricular pay at the secondary level in the Jordan District.

2. Provide funding and/or make recommendations to the Board of Education regarding funding, distribution and management of extra-duty pay no later than the last Board meeting in January 1995.

3. If necessary, suggest new or revised payment schedules for extra duty or extra-curricular pay.

4. Suggest new or revised policy language to govern the program.

Rationale

During the past fiscal year, educators in the Jordan District have raised concerns about:

1. Inequities in what is being paid for extra-curricular activities.

2. Seventh period compensation levels.

3. A lack of uniformity in what is being paid for extra duty functions at the school site.

Tentative Agreement

Rjuvena W. Whittenburg
For Jordan School District

Scott Bennett
For Jordan Education Association

Date 5/17/94
JEAN Proposal

Bachelor's + 90 Hours Salary Incentive

JEAN proposes establishment of a $500 stipend to reward those educators with a Bachelor's degree plus 90 hours of acceptable educational credit.

In addition, JEAN proposes increasing from $600 to $1,200 the stipend paid to certificated educators who achieve their Doctorate degree.

During the initial benefit year (1994-1995), participants must verify credit on or prior to August 15, 1994. In subsequent years, credit verification must occur on or prior to January 15.

Additional money to pay for the stipends will be deducted from settlement amounts each year.

The additional stipend of $600 for the doctorate lane is in addition to the $600 included in the increment amount for salary schedule lane G.

Rationale

The District has established salary incentives for educators who achieve 30, 45, and 60 hours of academic credit above their Bachelor's degree. Many Jordan educators have academic credit beyond 60 hours and choose not to pursue a Master's degree, yet receive no salary incentive for their extra effort.

Certificated educators who receive a Doctorate degree get their pay on Lane "G" plus $600. Administrators who receive a Doctorate get a $2,400 stipend. JEAN argues this practice is discriminatory.

May 17, 1994
JEA Proposal

Track Change Planning Compensation

JEA proposes that additional funds be appropriated for Fiscal Year 1995 to increase the per track change stipend for year-round educators from $41.00 (current level) to $60.00. Unexpended funds from Fiscal Year 1994, if any, shall be used in the 1994-95 allocation for the "Track Change Assistance Program."

The District and JEA agree to review and implement suggestions and recommendations made by the 1993-94 Track Change Committee, and to deal with individual school concerns regarding track changes.

JEA also recommends that any educator involved in a track change - who is unable to facilitate moving his/her room due to a medical or physical impairment or unsafe working conditions at the school - shall be provided assistance from the school or District to complete the move.

Rationale

Year-Round educators who must move their classrooms during the year are forfeiting Career Ladder days. They argue the move should be defined as a "Teacher Preparation Day" and they should be eligible to log their Career Ladder days, just as any other eligible educator does.

By funding a $60.00 stipend, the District will be able to pay for one-half (1/2) day preparation time, while still allowing (YRE) educators to receive Career Ladder credit.

Some employees involved in track changes have become injured while facilitating a move. This results in additional medical and/or Worker’s Compensation claims for the District. By providing assistance to the medically or physically challenged, JEA believes the District can avoid additional claims.

May 10, 1994

For Jordan School District

Tentative Agreement

For Jordan Education Association

Date 5/17/94
JEA Proposal

Parent-Teacher Conferences – Kindergarten

JEA proposes a school FTE aide be provided by the school from current assistant’s hours pool to be used by the teacher for three hours during the day in which kindergarten teachers – who teach both an a.m. and p.m. session – are involved in preparation for each parent-teacher conferences. In the event that a teacher is employed at two different schools, the morning session will provide the fall conference aide and the afternoon session will provide the spring conference aide.

Rationale

In a typical elementary school setting, a first, second, or third-grade teacher may have 24-30 students. That means a possibility of 24-30 parent-teacher conferences. In the same school, an AM/PM kindergarten educator may have 24-30 students during two separate time periods and have to prepare for 48-60 conferences.

Two sets of parents for conferences also requires two planning days for adequate time. As such, there are obvious inequities in the requirements for kindergarten verses grades 1-6.

Tentative Agreement

[Signatures]

For Jordan School District

For Jordan Education Association

Date 5/17/94

May 17, 1994
JEA Proposal

Screening Days - Kindergarten

JEA proposes that the Jordan District maintain a screening program for incoming kindergarten students.

It is further recommended that kindergarten educators be given an opportunity to provide input on alternate screening methods.

A memo will be sent to all principals and kindergarten teachers giving the district's position that preparation days are not to be used for screening and that no kindergarten teacher should be required to forfeit planning time to screen students.

Rationale

JEA members support the continuance of a screening program for incoming kindergarten students, but do not feel they should forfeit preparation time and planning days in the process.

Some school districts have incorporated screening methods which may be deemed "instructional time" by officials at the Utah State Office of Education. JEA believes these options must be examined.

May 17, 1994