

**NEGOTIATED FINANCIAL COMPENSATION AGREEMENT 2014-16
NEGOTIATED POLICIES AGREEMENT 2014-15
BETWEEN
JORDAN SCHOOL DISTRICT BOARD OF EDUCATION AND
JORDAN EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION**

JORDAN EDUCATIONAL SCHOOL PROFESSIONALS ASSOCIATION

| | |
|----------------|------------------------------------|
| Carlene Banner | President of JESPA, Transportation |
| Rod Hoffmann | Transportation |
| Merlynn Larson | Transportation |
| Troy Powell | Maintenance |
| Rod Sims | Transportation |
| Janet Tufts | Nutritional Services |
| Chris Godfrey | UniServ Director |

JORDAN SCHOOL DISTRICT

| | |
|----------------------|-----------------------------------|
| June LeMaster, Ph.D. | Administrator, Human Resources |
| Scott Thomas | Administrator, Auxiliary Services |

JORDAN SCHOOL DISTRICT BOARD OF EDUCATION

| | |
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| Richard S. Osborn | President, Precinct 5 |
| Susan Pulsipher | Vice President, Precinct 3 |
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| Kayleen Whitelock | Member, Precinct 4 |

NEGOTIATED AGREEMENT

Between Jordan School District Board of Education and Jordan Educational School Professionals Association for the 2014-15 and 2015-16 Budget Years

The Jordan School District Board of Education and Jordan Educational School Professionals Association (JESPA) agree to the following financial compensation for classified employees:

1. Steps and Lanes. Qualifying classified employees will receive steps and lanes each year of this agreement.
2. Cost of Living Adjustment (COLA). Potential COLA increases will be based on the following formula:

If the 2014 and/or 2015 Weighted Pupil Unit (WPU) percentage increases (with new money*, not money redistributed from other line items), the WPU increase will be split 50/50 between the District and the salary schedule. The District will retain fifty (50) percent of any WPU increase to help fund the following:

- a. Additional Utah Retirement System (URS) costs
- b. Lane and step costs
- c. Health insurance costs (District's share)
- d. Other District needs

*The intent is to equally share the WPU percentage increase that comes from new money, not existing money from below-the-line programs that are eliminated/consolidated, and result in an increased WPU value. Legislative expectations are that consolidated programs from below-the-line will still exist when rolled into the WPU value. The business administrator, in consultation with the JESPA president, will determine the actual WPU percentage increase and the amount shared per the formula above. All parties recognize that the published WPU percentage increase may differ from the percentage actually added to the salary schedule due to the elimination/consolidation of below-the-line programs.

3. Topped-out Employees

Classified employees at the top of the salary schedule in 2013-14 and not eligible for a step increase in 2014-15, will receive a one-time two (2) percent base pay bonus in November 2014. For this purpose, base pay will not include any stipends, salary adjustments, extra-duty, or extracurricular pay.

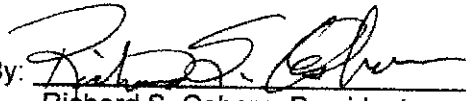
Classified employees at the top of the salary schedule in 2014-15 and not eligible for a step increase in 2015-16 will receive a one-time two (2) percent base pay bonus in

November 2015. For this purpose, base pay will not include any stipends, salary adjustments, extra-duty, or extracurricular pay.

4. Insurance. The District will make every reasonable attempt to avoid employee insurance premium increases in 2014-15 and/or 2015-16. If necessary and appropriate, the District will modify the program to avoid employee premium increases. However, if the District is unable to modify the insurance program to avoid an insurance premium increase, JESPA and the District each agree that employees will cover fifty (50) percent of the premium increase and the District will cover fifty (50) percent of the premium increase.
5. Negotiated Policies. As per Policy A6NEG *Negotiations-Licensed and Classified*, 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 JESPA membership and approved by the Board of Education. JESPA and the Jordan School District Board of Education will continue to work in good faith to utilize the interest-based process established with the Joint Relations Committee.

JORDAN SCHOOL DISTRICT
BOARD OF EDUCATION

JORDAN EDUCATIONAL SCHOOL
PROFESSIONALS ASSOCIATION

By: 
Richard S. Osborn, President

By: 
Carlene Banner, President

Dated: February 11, 2014

Dated: March 25, 2014

CLASSIFIED SALARY SCHEDULE

2014 / 2015

| STEP | LANE 1 | LANE 2 | LANE 3 | LANE 4 | LANE 5 | LANE 6 | LANE 7 | LANE 8 | LANE 9 | LANE 10 | STEP |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|------|
| 1 | 9.77 | 11.02 | 12.46 | 13.84 | 14.90 | 15.83 | 16.63 | 17.62 | 18.79 | 20.67 | 1 |
| 2 | 10.03 | 11.31 | 12.80 | 14.22 | 15.30 | 16.25 | 17.07 | 18.09 | 19.30 | 21.22 | 2 |
| 3 | 10.30 | 11.61 | 13.14 | 14.59 | 15.71 | 16.69 | 17.53 | 18.58 | 19.81 | 21.79 | 3 |
| 4 | 10.58 | 11.93 | 13.50 | 14.99 | 16.14 | 17.13 | 18.00 | 19.08 | 20.34 | 22.38 | 4 |
| 5 | 10.86 | 12.24 | 13.85 | 15.39 | 16.56 | 17.59 | 18.48 | 19.58 | 20.89 | 22.97 | 5 |
| 6 | 11.15 | 12.58 | 14.23 | 15.80 | 17.01 | 18.06 | 18.97 | 20.11 | 21.44 | 23.59 | 6 |
| 7 | 11.45 | 12.91 | 14.61 | 16.22 | 17.47 | 18.55 | 19.48 | 20.64 | 22.02 | 24.22 | 7 |
| 8 | 11.76 | 13.25 | 15.00 | 16.66 | 17.93 | 19.05 | 20.01 | 21.20 | 22.61 | 24.87 | 8 |
| 9 | 12.07 | 13.61 | 15.40 | 17.10 | 18.42 | 19.55 | 20.54 | 21.77 | 23.22 | 25.54 | 9 |
| 10 | 12.39 | 13.97 | 15.82 | 17.56 | 18.91 | 20.08 | 21.09 | 22.36 | 23.84 | 26.21 | 10 |
| 11 | 12.73 | 14.35 | 16.24 | 18.03 | 19.42 | 20.61 | 21.66 | 22.95 | 24.48 | 26.92 | 11 |
| 12 | 13.07 | 14.73 | 16.68 | 18.52 | 19.94 | 21.17 | 22.23 | 23.57 | 25.14 | 27.64 | 12 |

| STEP | LANE 11 | LANE 12 | LANE 13 | LANE 14 | LANE 15 | LANE 16 | LANE 17 | LANE 18 | LANE 19 | LANE 20 | STEP |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|------|
| 1 | 21.35 | 22.54 | 24.80 | 26.21 | 27.75 | 29.35 | 31.05 | 32.86 | 34.75 | 36.77 | 1 |
| 2 | 21.93 | 23.15 | 25.46 | 26.91 | 28.49 | 30.14 | 31.88 | 33.74 | 35.68 | 37.76 | 2 |
| 3 | 22.52 | 23.76 | 26.14 | 27.64 | 29.26 | 30.94 | 32.74 | 34.64 | 36.63 | 38.77 | 3 |
| 4 | 23.12 | 24.40 | 26.84 | 28.38 | 30.04 | 31.77 | 33.62 | 35.57 | 37.61 | 39.81 | 4 |
| 5 | 23.73 | 25.05 | 27.56 | 29.14 | 30.85 | 32.62 | 34.52 | 36.52 | 38.63 | 40.87 | 5 |
| 6 | 24.37 | 25.73 | 28.30 | 29.92 | 31.68 | 33.50 | 35.45 | 37.50 | 39.66 | 41.97 | 6 |
| 7 | 25.03 | 26.42 | 29.06 | 30.72 | 32.52 | 34.40 | 36.39 | 38.51 | 40.72 | 43.10 | 7 |
| 8 | 25.70 | 27.12 | 29.84 | 31.55 | 33.39 | 35.33 | 37.37 | 39.54 | 41.82 | 44.26 | 8 |
| 9 | 26.39 | 27.85 | 30.64 | 32.39 | 34.29 | 36.27 | 38.37 | 40.60 | 42.94 | 45.44 | 9 |
| 10 | 27.09 | 28.59 | 31.46 | 33.26 | 35.21 | 37.24 | 39.40 | 41.68 | 44.08 | 46.65 | 10 |
| 11 | 27.81 | 29.36 | 32.30 | 34.15 | 36.16 | 38.24 | 40.46 | 42.80 | 45.27 | 47.91 | 11 |
| 12 | 28.56 | 30.15 | 33.17 | 35.06 | 37.13 | 39.26 | 41.54 | 43.95 | 46.48 | 49.19 | 12 |

Note: This salary schedule is adopted only for the current school year. Any reference to future lane or step salary increases is advisory only and subject to further approval by the Board of Education based on availability of funds.

2014-15
JORDAN SCHOOL DISTRICT BOARD OF EDUCATION AND
JORDAN EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

NEGOTIATED POLICIES AGREEMENT

This Agreement is entered by and between the Board of Education of the Jordan School District (the "Board") and Jordan Educational Support Professionals Association ("JESPA").

WHEREAS, the Board and JESPA have engaged in good faith negotiations pursuant to Jordan School District policies;

WHEREAS, the Board and JESPA have agreed to established meetings to openly discuss various issues, which contribute to the safety and welfare of classified employees in accordance with District Policy A3B – District Advisory Council – Classified;

WHEREAS, both parties have presented this matter for final authorization by Board vote and vote of the membership of JESPA; and

WHEREAS, terms of the Agreement have been accepted.

THEREFORE, it is hereby agreed as follows:

TERMS OF AGREEMENT

Items

1. Modify the following negotiated policies to read "Board Directive" instead of "Board Policy".
 - Alternative Leave Day – Classified – DP370B NEG
 - Bereavement Leave – Classified – DP330B NEG
 - Leave of Absence (One Year) – Classified – DP336B NEG
 - Grievance procedure – Classified – DP315B NEG
 - Personal Leave – Classified – DP335B NEG
 - Negotiated Policies – Classified – A6B NEG
 - Attendance Incentive – Classified – DP354B NEG
 - Reduction in Force – Contract Classified Employees – DP349 NEG
 - Released Time for Classified Employee Agent Group President – A5B NEG
 - Hours of Work – Classified – DP343 NEG
 - Provisional and Probationary Classified Personnel – DP314 NEG
 - Assignment of Bus Drivers and Attendants – DA168 NEG
 - Leave of Absence (Personal – 15 Days) – Classified – DP337B NEG
 - Sick Leave – Classified – DP326 NEG

2. Modify the negotiated policy to allow provisional employees to apply for available jobs, if both the current administrator and posting administrator approve the application.
 - Provisional and Probationary Classified Personnel – DP314 NEG

3. Modify the following negotiated policies to eliminate the reference of a minimum number of hours required for benefits, which currently states twenty (20) hours per week. Effective July 1, 2014, benefit eligible employees hired on or after July 1, 2014 must work a minimum of thirty (30) hours per week or six (6) hours per contract day on average. Benefit eligible employees hired prior to July 1, 2014 working twenty (20) hours or more per week will remain eligible (grandfathered), as long as there is no break in service.
 - Assignment of Bus Drivers and Attendants – DA168 NEG
 - Leave of Absence (Personal – 15 Days) – Classified – DP337B NEG
 - Sick Leave – Classified – DP326 NEG

4. Accept the proposed language changes to the following negotiated policy:
 - Negotiations – Licensed and Classified – A6 NEG

Tabled

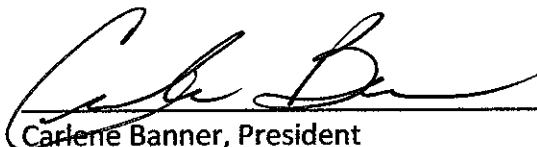
The DAC - Classified committee proposes tabling further discussion and consideration of the following negotiated policies for the 2014-15 academic year. The issue requiring further consideration is whether or not to allow bus drivers to take an approved leave during the week and be considered for a weekend extra-curricular activity at contract pay (not over-time).

DP343 NEG – Hours of Work

DA168 NEG – Assignment of Bus Drivers

DATED this 10th day of June, 2014

JORDAN EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

 6-10-14

Carlene Banner, President

Jordan Educational Support Professionals Association

JORDAN SCHOOL DISTRICT BOARD OF EDUCATION

 10 Jun 2014

Richard Osborn, President

Board of Education

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding was created in collaboration during District Advisory Council Meetings. All parties agree to the following MOU conditions:

- DAC is the venue for communicating areas of concern by employee groups within the District, after failed attempts to resolve employee issues at the local level (School Advisory Council or Department Advisory).
- DAC recommendations are advisory only. Any item(s) which may have a financial impact may only be approved in negotiations.
- Discussion of District policies in DAC does not create a negotiated policy.
- The association bringing forth this recommendation must ratify this MOU agreement with their members/membership during the negotiations process (if needed).


Agreement reached for:

Change the following negotiated policies to read "Board Directive" instead of "Board Policy"


DP370B NEG Alternative Leave Day / DP353 Assault or Abuse of Employees / DP330B NEG Bereavement Leave / DP336B NEG Leave of Absence (1 Year) / DP315B NEG Grievance Procedure / DP335B NEG Personal Leave / A6B NEG Negotiated Policies / DP354B NEG Attendance Incentive / DP 349 NEG Reduction in Force / A5B Released Time for Classified President / DP343 NEG Hours of Work

Implementation for this MOU will be:

- Immediate, provided approval and ratification occurs during Negotiations Process.
- Pending APPROVAL in the Negotiations Process and ratification by the association membership.
- Recommending immediate implementation, not needing Negotiations approval nor ratification of membership.


JESPA President

5-13-14
Date Approved in DAC


HR Administrator for DAC

5-13-14
Date Approved in DAC

Deputy Superintendent Review


Signature

5-23-14
Date

Superintendent Review


Signature

5/23/14
Date

TENTATIVE

SUBJECT: PROVISIONAL AND PROBATIONARY CLASSIFIED PERSONNEL

I. Board Policy Directive Philosophy

It is the ~~policy directive philosophy~~ of the Board that all classified employees have one (1) year of provisional employment. Classified employees having given satisfactory service during their first year of employment by the District may be continued in employment upon the recommendation of the Superintendent, and in accordance with established administrative policy. The Board delegates to the Administration the responsibility for implementing a policy for provisional and probationary classified personnel and overseeing the probationary period.

II. Administration-Administrative Policy

Provisional employment shall be established in accordance with the following- administrative policy provisions: guidelines:

-Guidelines

- A. Classified employees employed by the District shall have a provisional period of one (1) year.
- B. The provisional employee shall have access to information, which includes:
 - 1. A statement of the procedures and classified personnel policies of the ~~Board~~Administration.
 - 2. A statement of the criteria for evaluation.
 - 3. A statement indicating the sources of supervisory help.
- C. Provisional employees shall be evaluated in writing prior to the end of each six-month period of their first year of employment. This evaluation shall be discussed and signed by both employee and immediate supervisor.
- D. All employees entering or returning to the system shall be placed on first year provisional status.
- E. Continuance of service following a provisional appointment shall be dependent upon the employee's continued successful performance.
- F. Any classified employee may be recommended by his/her immediate supervisor to be placed on probation at any time, as established by policy DP312—Evaluation of Classified Personnel (refer to guidelines in the "Supervisors Guide to Evaluation"). A conference with the employee must be held explaining the reason for probation. Prior to the conference, the employee must be notified of the right to representation by an agent of his/her choice. The recommendation and all supportive information shall be forwarded to the Administrator of Human Resources.
- G. After notification from the Administrator of Human Resources of being placed on probation, the employee shall also be informed that his/her unsatisfactory performance must be rectified within thirty (30) days of notification or his/her termination will be recommended. A copy of the probation report shall be placed in the employee's file at the District Office. After the thirty (30) days of probation, the employee shall be reevaluated or released from probation if termination is not recommended. If termination is recommended after thirty (30) days, the employee shall be given an additional fifteen (15) days' notice prior to his/her being terminated.
- H. When an employee is taken off probation as a result of improved performance, a written notice will also be submitted to the employee by the Administrator of Human Resources and a copy shall be placed in the employee's personnel file at the District Office.

P O L I C Y

SUBJECT: PROVISIONAL AND PROBATIONARY CLASSIFIED PERSONNEL

- I. Provisional employees shall not be eligible for transfer to another job assignment or promotion until he/she has worked one year of continuous employment at the current assignment. However, this guideline requirement ~~policy~~ may be waived based on either of the following:
 1. ~~In~~ in the event there are no non-provisional employees who apply and qualify for the position.
 2. Both the current administrator of the provisional employee and the hiring administrator submit his/her approval through email to Human Resources.

TENTATIVE

SUBJECT: ASSIGNMENT OF BUS DRIVERS AND BUS ATTENDANTS

I. Board Directive Philosophy

The Board recognizes the value of having a clearly defined statement relative to assignment of bus drivers, and delegates to the Administration the responsibility to administer the following bus driver assignment policy.

II. Administrative Policy

The Administration delegates the responsibility for assignment of bus drivers to the Director of Transportation who shall perform such responsibilities consistent with the following regulations and requirements:

- A. Each driver shall have a valid Commercial Driver's License (CDL) with proper endorsements. Drivers shall receive a \$25 reimbursement for CDL renewal.
- B. Each driver shall provide the Director of Transportation with a doctor's statement that the driver has passed a physical examination and is physically fit to assume the full responsibilities of a bus driver.
- C. The Board shall pay \$50 every other year of employment to each driver for a physical examination by a qualified physician. Each driver will be responsible for making his/her own arrangements for this physical examination.
- D. Regular Bus Routes - A.M. and P.M.
 1. All bus drivers and bus attendants employed by the District will be assigned a regular morning and afternoon route by the Director of Transportation. Changes in assignments will be made at the beginning of each school year insofar as possible. A driver whose contract route is involuntarily reduced mid-year due to unexpected route changes or other extenuating circumstances will maintain their benefit calculation ratio, in effect at the time of the route reduction, through the end of the current contract year. The benefit ratio determines the amount the employee will pay for insurance coverage.
 2. When vacancies occur on established routes, new routes, kindergarten routes, or special education routes, this information will be posted for five (5) working days at the Transportation Office. Drivers or attendants may sign up for those runs based on department seniority and qualifications. Once the vacancy has been filled, other drivers or attendants may request assignment to the subsequent vacancy. If any created vacancy requires 30 or more hours of work per week, the position must be opened for bid. Any other subsequent vacancies shall be listed and distributed to contract drivers who may review and request in writing to the Director of Transportation. All others will be appointed by the Director of Transportation based on qualifications.
 - a. Applicants may have one reassignment per fiscal year for any purpose. Additional reassignments are allowed if the reassignment will give the applicant additional hours.
 - b. Drivers will be assigned to regular kindergarten routes, and will be paid at their regular rate of pay for a minimum of two hours, to include 30 minutes for the daily pre-trip/post-trip inspection, cleaning and refueling the bus, or actual time above the two hours regardless of the number of routes served.
 - c. Rescheduling of routes may alter time requirements from year to year.
 - d. No assignment will be made which creates excessive deadheading. Excessive deadheading shall be defined as "greater than allowed on regular bus runs."
 - e. Drivers cannot trade assignments.

SUBJECT: ASSIGNMENT OF BUS DRIVERS AND BUS ATTENDANTS

- f. Unique circumstances may require the Director to reassign drivers or attendants without regard to department seniority when it is necessary to meet special District or employee needs which are reasonable and not arbitrary.
 - 3. If a driver or attendant requests assignment to a bus run away from the areas in which he/she lives, he/she must furnish his/her own transportation to the point where the bus for that route is regularly stored. There will be no "deadheading" of buses out of regularly assigned areas for the convenience of the drivers or attendants.
- E. Regular Program Runs
- ~~Regular benefit eligible contract drivers are defined in DP376. Minimum contract hours work four (4) hours per day, to include 30 minutes for the daily pre-trip/post-trip inspection, cleaning and refueling the bus.~~
- 1. ~~For drivers hired on a contract prior up to and including June 30 July 1, 20143:~~ Drivers will be paid at the regular rate of pay on quarter-hour increments for time worked beyond the ~~(4) four~~ 20 hours per contract dayweek ~~four (4) hours~~. Some bus runs may not require the services of a driver for a normal four hour day. As few drivers as possible shall be hired for less than a regular contract. These drivers shall be paid the regular contract hourly rate. If a contract driver is assigned to these runs, other work may be required to fulfill the hourly requirements of a contract bus driver.
 - 1-2. ~~For drivers hired on a contract on or after July 1, 20143: Drivers will be paid at the regular rate of pay on quarter-hour increments for time worked beyond the (6) six~~ 30 hours per contract dayweek.
- F. Drivers shall be paid as follows:
- 1. Driving time, other than field trips and activity runs, shall be paid at the driver's established hourly rate.
 - 2. Payment for field trip/activity runs shall be based on actual driving time and layover time plus a one-half hour allowance for inspecting, cleaning and fueling the bus.
 - 3. The hourly rate of pay for field trip/activity runs shall be equal to 100 percent of Lane 5, Step 3.
 - 4. The hourly rate of pay for substitute bus drivers shall be equal to 100 percent of Lane 5, Step 1.
- G. Drivers shall be compensated according to the Standards for Utah School Buses and Operations Manual for time required for pre- or post-trip and for time spent servicing and fueling vehicles.
- H. Field Trip and Activity Runs
- 1. Driver assignments
 - a. Drivers interested in driving for field trips and activity runs shall notify the Director of Transportation or designee.
 - b. A list of interested drivers shall be compiled in the order of department seniority.
 - c. Except in unusual circumstances, drivers shall not be assigned to field trip/activity runs which would require them to exceed a 40-hour work week during the contract year. All overtime must be authorized by the Director of Transportation.
 - d. As far as possible, field trip/activity run assignments shall not interfere with regular route assignments.

SUBJECT: ASSIGNMENT OF BUS DRIVERS AND BUS ATTENDANTS

- e. Available field trips and activity runs shall be posted in the Transportation Office two weeks in advance or for as many days as possible if two weeks of notification is not received.
- f. Interested drivers must indicate their interest by submitting the proper form with the Field Trip Office by 9:00 a.m. on the posted sign up day. The driver will list desired field trips/activity runs on the form by request number. Drivers may choose to be present (not on contract time) when their field trip requests are reviewed.
- g. Available field trip/activity run assignments shall be posted. Drivers shall bid on field trip/activity runs or be assigned based on the driver's available hours within the 40-hour work week, department seniority, ability to meet the pick up/drop off time and preference, in that order. The same driver may be assigned to field trip/activity runs that extend over multiple days. (Drivers will not be penalized for extra time beyond what was posted or assigned.)
- h. The field trip bid process will proceed on a rotation order beginning with the senior driver on the list of interested drivers, ~~with the senior driver on the list of interested drivers.~~ Each driver will be allowed to sign up for one available field trip at a time. After a driver makes his/her first choice, the next driver in seniority will follow the same procedure until each driver who has submitted a form has had a chance to choose one field trip. Once each driver who has submitted a form has had a chance to choose one field trip from the posted list, the process begins again with the senior driver making his/her second choice. The process continues until all requested field trips/activity runs are assigned. See II. H.1.g.
- i. Field trip/activity run requests made with 4-13 days' notice will be assigned by the Field Trip Office using the Department seniority list until all requests have been filled.
- ±.j. Field trip/activity requests received with less than 72 hours' notice will be assigned by the Director of Transportation or his/her designee.
- ±.k. Substitute drivers shall not be assigned to field trip/activity runs until all interested regular drivers with available hours have been assigned.
- ±.l. Drivers are responsible to pick up their field trip/activity run assignments and paperwork from the field trip office. Any assignment/ paperwork which has not been picked up by Thursday of the week prior to the field trip will be reassigned to another available driver.
- ±.m. Drivers who decline the first assigned field trip/activity run must wait in rotation for his/her next opportunity to select a trip, the same as if he/she had selected a trip on his/her first opportunity.
- ±.n. June Field Trips: Drivers interested in driving field trips and activity runs shall notify the Director of Transportation or designee. A list of interested drivers will be compiled in the order of Department seniority. Except in unusual circumstances, drivers will not be assigned to field trips/activity runs which would require them to exceed a 32-hour work week in June. All overtime must be authorized by the Director of Transportation. As far as possible, field trip/activity runs should not interfere with regular route assignments.
- ±.o. July and August Field Trips: the field trip office will compile a list of drivers who are interested in driving during this time period. The bidding process will be done using the phone number(s)

SUBJECT: ASSIGNMENT OF BUS DRIVERS AND BUS ATTENDANTS

provided by the driver. Those drivers who have indicated interest will be called according to the Department seniority list. The field trip office will allow 30 minutes for the driver to return the phone call to accept a field trip. After 30 minutes the field trip office will call the next driver in line of seniority. The field trip office will go through the entire list offering trips before returning to the top of the list. Two weeks before the start of traditional school bidding will return to the process described in H.1.a.-g. above.

2. The Director of Transportation has authority to deviate from the assignment ~~guidelines-provisions~~ listed in item H. 1. under the following circumstances:
 - a. The field trip/activity run requires more than 15 buses.
 - b. The field trip/activity run covers hazardous terrain.
 - c. The field trip/activity run request was received on short notice
 - d. The field trip/activity run is extended in time and/or distance.
 - e. An unexpected need for bus service must be met.
 - f. An emergency school closure or evacuation is underway.
 - g. A community emergency is underway.
 - h. Other compelling reason.
3. Regular route assignments shall take precedence over field trip/activity run assignments. However, if the Director of Transportation assigns a driver to a field trip/activity run during regular route time, the driver shall be paid at the regular rate of pay for the regular route hours and at the field trip/activity run rate of pay for any additional hours required.
4. Overnight travel: Drivers will be compensated for eight (8) hours for each day traveling to and from the field trip destination. Drivers will be compensated for eight (8) hours for each day at the destination.
5. To determine the distinction between Monday-Friday drivers and Weekend/Holiday drivers, the following shall apply:
 - a. Monday-Friday: Drivers shall be paid for actual time spent on field trip/activity runs plus one-half hour for cleaning and fueling the bus. If the field trip/activity run is cancelled while the driver is on duty or the trip assignment is one-way (either to or from an event), drivers shall be paid for a minimum of two hours with the one-half hour allowance for inspecting, cleaning and fueling the bus included as part of the minimum. The additional costs will be charged to the school or department that cancels the activity.
 - b. Weekend/Holidays: If the school fails to cancel the field trip, the driver shall be paid actual time up to four (4) hours. If the field trip is scheduled longer than four (4) hours, the driver will receive a minimum of four (4) hours. The additional costs will be charged to the school or department that cancels the activity.
6. If the field trip/activity run is not completed on time and a substitute must be assigned to the driver's regular route, the school shall pay a minimum of two additional hours to cover substitute costs.

SUBJECT: ASSIGNMENT OF BUS DRIVERS AND BUS ATTENDANTS

7. Upon arrival at the field trip/activity run destination, drivers shall secure the bus and remain accessible to the group unless otherwise instructed by the administrator in charge.
 8. The school administration shall assure that one or more responsible, adult supervisors are aboard each bus that is on a field trip/activity run.
 9. Drivers shall make every effort to assure safety and shall follow established procedures for student discipline. (See District Policy DA170—School Bus Discipline.)
 10. It is not permitted for drivers to transport family members unless they are part of the group/class paying for the trip. It is also not permitted for Jordan School District buses to travel across state lines.
- I. Assignment of Bus Attendants
1. ~~Regular benefit eligible contract bus attendants are defined in DP376~~ work four hours per day. Bus attendants will be paid at the regular rate of pay on quarter hour increments for time worked beyond the ~~benefit eligible contract~~ four hours.
 2. For attendants hired on a contract prior to July 1, 2014 up to and including June 30, 2013: If a bus run does not require the services of a bus attendant for a normal ~~(4) four~~ 20 hours per contract dayweek ~~four (4) hour day,~~ the bus attendants will be a temporary at-will substitute bus attendant for actual hours worked.
 3. For attendants hired on a contract on or after July 1, 2014: If a bus run does not require the services of a bus attendant for the normal ~~(6) six~~ 30 hours per contract dayweek, the bus attendant will be a temporary at-will substitute bus attendant.
 34. Field trip assignments for attendants will be done in the following manner: The field trip office will compile a list of attendants who are interested in being attendants for field trips. Attendants will be notified using the phone number(s) provided by the attendant. Those attendants who have indicated interest will be called according to the Department seniority list. The field trip office will allow 30 minutes for the attendant to return the phone call to accept or reject the field trip/activity run. After 30 minutes the field trip office will call the next attendant in line of seniority. The field trip office will go through the entire list offering trips before returning to the top of the list.

SUBJECT: LEAVE OF ABSENCE (PERSONAL-15 DAYS)—CLASSIFIED

I. Board Directive Policy

The policy of the Board of Education is to encourage employees to avoid absenteeism and to schedule vacations, trips, and other personal activities at times that do not interrupt work schedules. However, the Board recognizes that circumstances may make it necessary for employees to request a leave of absence from time to time. Therefore, the Board authorizes the District Administration to implement a Leave of Absence policy.

II. Administration Policy

The Leave of Absence policy shall be administered according to the following guidelines administrative policy provisions:

Guidelines

- A. Employees shall be discouraged from requesting a personal leave of absence during the school year.
- B. In the event that an employee has a serious or compelling need for a leave of absence, a request may be made in writing to the appropriate Administrator. The request must be made and approved prior to the leave being taken. Failure to receive approval prior to the leave may result in disciplinary action, up to and including termination of employment as outlined in DP316B - Orderly Termination Procedures - Classified. The request must clearly state the reason that a leave of absence is necessary. After due consideration, the request shall either be granted or denied. Notification will be provided to the employee in writing.
- C. Leaves of absence granted under this policy shall be without pay except as provided under item H. below.
- D. Contract employees shall not be granted more than fifteen (15) days' leave of absence under this policy in any three-year period.
- E. Nutrition Service Food service employees who are in year-round schools will be granted an additional five (5) non-paid days per year.
- F. An employee whose request for an unpaid leave is denied and who chooses to absent himself/herself from his/her assignment despite the denial shall be deemed to have voluntarily terminated his/her employment with the District.
- G. This leave does not negate the other official leave provisions of the Board as listed below:

| | | |
|-------------|----------|------------------------------|
| Adoption | Military | Released Time (Jury Duty) |
| Bereavement | Personal | Released Time (Professional) |
| Sick Leave | | |
- H. Nutrition Service employees who are contracted and work in year-round schools ~~and who are contracted to work four hours per day or more~~ shall be granted two (2) days of paid leave per year beginning with their second year of employment. Nutrition Service employees hired prior to January 1 of the contract year shall be counted as having one year of service.
 - 1. Days of paid leave must be used during the contract year and do not accrue from year to year.

P O L I C Y

SUBJECT: LEAVE OF ABSENCE (PERSONAL-15 DAYS)—CLASSIFIED

2. Days of paid leave must be approved by the ~~Lunch~~ Nutrition Service manager at least five (5) days in advance.
3. Paid leave days may not be used during the first five (5) or last five (5) days of the school year.
4. Use of these two (2) paid leave days shall not impact the no absence reimbursement incentive.
5. Employees who voluntarily transfer from a year-round schedule to a traditional schedule shall forfeit any previously earned paid leave days.
6. Employees who are involuntarily transferred from a year-round schedule to a traditional schedule shall be eligible for two (2) days of paid leave during the transfer year.

SUBJECT: SICK LEAVE—CLASSIFIED

I. Board Policy Directive

It is the policy directive of the Board to authorize paid sick leave for classified personnel who qualify for sick leave benefits and to comply with requirements of Public Law 103-3, Family and Medical Leave Act. The Board delegates to the Administration responsibility for establishing policy guidelines for sick leave and family leave benefits. If additional leave is needed beyond what is covered in this policy, refer to ~~the policy~~ DP322 NEG - Family Medical Leave Act Policy—DP322-NEG.

II. Administrative Policy

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

DEFINITIONS

- A. 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.
- B. Extended family is defined as anyone included in the immediate family definition plus a spouse's father, mother, brother, sister or an employee's or spouse's grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

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

Guidelines

AC. Any leave used within this policy will run concurrent with FMLA leave, if the employee meets the eligibility requirements for FMLA as outlined in DP322 Family Medical Leave Act.

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

- 1. Employee sick leave allowances

| | |
|---------------------|------------------|
| Years 1 through 5 | 7 days per year |
| Years 6 through 10 | 11 days per year |
| Years 11 through 15 | 12 days per year |
| Years 16 and above | 13 days per year |
- 2. Maximum allowances

| | |
|--|----------|
| 9-Month Employees: (Includes all bus drivers and attendants) | |
| Maximum sick leave accumulation | 180 days |
| 10-Month Employees: | |
| Maximum sick leave accumulation | 200 days |
| 11-Month Employees: | |
| Maximum sick leave accumulation | 220 days |
| 12-Month Employees: | |
| Maximum sick leave accumulation | 240 days |

CE. ~~Sick Bank Employee Eligibility~~

SUBJECT: SICK LEAVE—CLASSIFIED

~~In order to be eligible to participate in the sick bank an employee must voluntarily donate one day annually of 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 work less than 20 hours per week shall not be eligible for the sick bank.~~

~~DEF.~~ A classified employee may use up to three days of his/her own accumulated sick leave to attend to the health care needs of extended family members as defined above.

~~EFG.~~ Sick leave accrual

1. If an employee resigns his/her position in the District and then returns, he/she must start over on years of service and sick leave accumulation.
2. Should an employee be granted a leave for any reason, he/she will keep his/her number of cumulative sick leave days to be used upon return, but shall not be considered for sick leave during the time of leave.
3. If an employee becomes sick and uses all his/her sick leave and later returns to work, he/she must start over on a new accumulation at the rate shown for the year of service he/she was on at the time he/she became sick.

~~FGH.~~ 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 employee's immediate family, as defined above.

1. Use of sick leave for critical family illness must be authorized by the Sick Leave Bank Review Committee. The employee must submit his/her request in writing to the Sick Leave Bank Review Committee using the form available at the Human Resources Department website.
2. Employees may not apply for critical family care benefits until all accrued leave days are used in the following order: personal leave, family leave, and vacation leave days. Employees will be allowed to use up to five (5) personal leave days in any contract year, as set forth in policy DP335B, Personal Leave—Classified.
3. In cases of extended critical care, employees may apply for additional days beyond the twelve (12) day allowance.
 - a. If circumstances warrant it, the Sick Leave Bank Review Committee may authorize additional days equal to the number of unused family sick leave days available at the beginning of the critical illness. (A maximum of three (3)).
 - b. For those employees hired prior to July 1, 1977, the Sick Leave Bank Review Committee may allow sick leave days for critical family care (as defined above). One additional day may be granted for each year of service in the District up to a maximum of 15 days. If additional days are granted, the employee shall be required to pay 40 percent of the employee's daily rate.

~~G-HI~~ Use of sick leave for adoption

1. An employee who adopts a child must apply for critical family care days by submitting his/her request in writing to the Sick Leave Bank Review Committee using the form available at www.hr.jordandistrict.org or in the Human Resources Department.
2. Employees may not apply for critical family care benefits until all accrued leave days are used in the following order: personal leave, family leave and vacation leave days. Employees will be allowed to use up to five (5) personal leave days in any contract year as set forth in policy DP335B, Personal Leave—Classified.

SUBJECT: SICK LEAVE—CLASSIFIED

3. Employees may be granted a maximum of 12 days leave at the time of actual custody of the child is received. An employee shall not exceed a total of 12 days of leave time, including the use of accrued personal and family leave days.

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

III. Sick leave payments, procedures, and limitations

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

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

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

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

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

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

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

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

- a. Salary received for those unauthorized days shall be reclaimed.
- b. There shall be a five-day (5) suspension without pay in the next pay period.
- c. Disciplinary actions taken, up to and including termination of employment shall be entered in the employee's personnel file.

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

IJK. Employee-Funded Sick Leave Bank

1. Establishment of the Sick Leave Bank

a. In order to be eligible to participate in the sick bank, an employee must voluntarily donate one day annually of 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. ~~Non-contracted employees who work less than 20 hours per week shall not be eligible for the sick bank.~~

b. The sick bank is not intended to be used for in-and-out absences, elective medical procedures or other medical care that could be scheduled during non-contract time.

c. Employees who are considered "Provisional" as defined in DP314 NEG—Provisional and Probationary Classified Personnel as of July 1 are not eligible for sick bank benefits that year.

SUBJECT: SICK LEAVE—CLASSIFIED

- d. An employee's continuous contracted service as of July 1 will determine their sick bank eligibility for that year. Sick leave days per year are based on the following:
 - 1) 1 - 3 years of service are eligible for up to 15 sick bank days
 - 2) 4 - 7 years of service are eligible for up to 30 sick bank days
 - 3) 8 - 11 years of service are eligible for up to 60 sick bank days
 - 4) 12 years of service and above are eligible for up to 120 sick bank days
- 2. Employee Funded Sick Leave Bank Application
 - a. Employees shall complete an official request for sick leave bank form bearing the employee's original signature. Sick leave bank forms are available from the immediate supervisor, at www.hr.jordandistrict.org, or in the District Human Resources Department.
 - b. Employees shall complete a release of medical information form to allow the members of the Sick Leave Bank Committee ~~sick leave bank committee~~ to review any medical documentation that they provide with the request for sick leave bank.
 - c. Employees shall be required to complete a release of information form to allow the committee to review their official District personnel file, if the need should arise.
 - d. The illness/injury must be medically documented with a statement bearing an original signature from the attending physician. The verification of absence form may not be stamped with a physician's signature or signed by the attending nurse, office manager, etc.
 - e. A second opinion may be required with any costs not covered by insurance borne by the District.
 - f. Before an employee is eligible to apply for Sick Leave Bank use, the following criteria must be met for each qualifying medical condition. The employee must have:
 - 1) been approved for and is receiving FMLA (which will run concurrently with any sick leave bank usage); and
 - 2) exhausted all accrued sick leave days, personal days (up to a maximum of five (5) days), vacation days; and
 - 3) missed a minimum of fifteen (15) work days (any days from #1 and #2 above and/or no-pay days qualify for meeting this requirement).
 - g. An employee shall be required to provide the Sick Leave Bank Committee ~~sick leave bank committee~~ with updated information regarding his/her condition every 30 days after the approval of the sick leave bank benefits. Continuation of the sick bank leave shall be contingent upon the information contained in the update.
- 3. Employee Funded Sick Leave Bank Limitations
 - a. No employee shall draw more than 120 days from the sick leave bank during a three-year period.
 - b. No employee shall take vacation days within 15 working days after drawing upon the sick leave bank.

SUBJECT: SICK LEAVE—CLASSIFIED

- c. No employee shall accrue leave days, i.e., personal, family, sick or vacation while drawing upon the sick leave bank.
 - d. After 180 calendar days, including summer months, sick leave benefits from District sources shall terminate and employees shall transition to long term disability according to the provisions of ~~the policy DP317—Long Term Disability policy—DP317.~~
 - e. Prior to granting sick bank days, an employee shall agree in writing to repay the sick bank any unused vacation days for sick bank days used or granted before transitioning to long-term disability.
 - f. Prior to granting sick bank days an employee shall agree in writing to repay compensation at his/her daily rate of pay for sick bank days used or granted if he/she terminates employment with the ~~district-District~~ for other than medical reasons before completion of the current and succeeding contract year. The purpose of said funds would be to purchase days for the sick bank.
 - g. No appeal beyond the sick leave bank is provided.
 - h. If all days in the sick bank are exhausted prior to July 1, no additional days will be granted for the remainder of the current contract year.
4. Sick Leave Bank Committee
- a. Sick Leave Bank Committee composed of the Human Resources classified administrator, one other member of the Human Resources Department and two members of the employee agent group shall be appointed to administer use of the sick leave bank. The Human Resources classified administrator shall serve as the chairperson. If one of the employee agent group members cannot be in attendance, an alternative representative will be requested by the employee agent group president.
 - b. The committee shall review all sick leave bank requests and rule on sick leave bank usage. The unused sick leave bank days shall be reported to the committee on a quarterly basis.
 - c. The Human Resources classified administrator shall make available to the committee all the information that is submitted with an employee's sick bank request at least 24 hours prior the regularly scheduled meeting.
 - d. Minutes of all Sick Leave Bank Committee ~~sick leave bank committee~~ meetings shall be recorded and distributed to all committee members.

SUBJECT: Negotiations – Licensed and Classified

I. Board Policy Directive

The Board recognizes the importance of an orderly process to arrive at negotiated settlements with the recognized exclusive representatives and bargaining agents of employee groups (licensed and classified, excluding administrators). The Board, therefore, delegates to the Administration the responsibility of conducting good faith negotiations within the parameters set by the Board and reporting those negotiations to the Board.

II. Administration Administrative Policy

The employee agent group is defined as the professional employee association with the largest membership based on full-time equivalent employees. The Administration will recommend to the Board a negotiating team to represent the Board in conducting negotiations with recognized employee groups according to approved guidelines administrative policy provisions.

Guidelines

- A. The licensed employees will be represented through the Joint Relations Committee, which will be comprised of the Board's negotiating team and the negotiating team for the licensed employee group. Team membership will be established no later than October 1 of each school year. The mission of the Joint Relations Committee is to enhance the professional employee association/District relationship by fostering open communication and a free exchange of ideas and to identify and resolve issues in a collaborative environment to allow us to provide a quality education for every child in Jordan School District.
- B. Regularly scheduled meetings (monthly) of the Joint Relations Committee (Licensed) and the District Advisory Council (Classified – Policy A3B) will be held to review and discuss policies, including compensation discussions to begin no earlier than May 1 of each contract year. Dates can be changed by mutual agreement.
- A.C. Formal negotiations meeting dates will be determined no later than May 1 of each contract year.
- D. Beginning with the first negotiating session, procedural agreements concerning negotiations will be mutually established.
- B-E. Changes in compensation and negotiated policy will be considered and finalized through the negotiation process.
- C-F. The District shall comply with Utah Code 53A-3-425 and will require reimbursement to the school district of the cost of paid association leave activities to the extent required by the Code. Employee agent group will be allowed a maximum of six (6) days to complete the negotiations process.
- D-G. After June 15, if agreement has not been reached in negotiations, the Board or the employee agent group or both parties may declare an impasse.
- E-H. Immediately after declaration of impasse by either party, the Board will invite the employee agent group to participate in mediation using the services of the Federal Mediation

SUBJECT: Negotiations -- Licensed and Classified

and Conciliation Service. The role of the mediator will be to facilitate communication. All costs associated with mediation will be shared equally by the Board and the employee agent group.

F.I. If mediation is not completed or otherwise terminated within forty-five (45) days after the appointment of a mediator, further mediation may continue at the discretion of the Board.

G.J.A negotiated agreement entered into by the Board will be posted on the ~~school district's~~ District's website within ten (10) days of ratification of the agreement.