

**NEGOTIATED FINANCIAL COMPENSATION AGREEMENT 2014-16  
NEGOTIATED POLICIES AGREEMENT 2015-16  
BETWEEN  
JORDAN SCHOOL DISTRICT BOARD OF EDUCATION AND  
JORDAN EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION**

**JORDAN EDUCATIONAL SCHOOL PROFESSIONALS ASSOCIATION**

Troy Powell	President of JESPA, Maintenance
Merlynn Larson	Member, Transportation
Dennis Durrant	Member, Transportation
Janet Tufts	Member, Nutrition 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**

Susan Pulsipher	President, Precinct 3
Janice L. Voorhies	Vice President, Precinct 6
Kayleen Whitelock	Secretary, Precinct 4
Jen Atwood	Member, Precinct 7
J. Lynn Crane	Member, Precinct 1
Richard S. Osborn	Member, Precinct 5
Matthew Young	Member, Precinct 2

## 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 Barner, President

Dated: February 11, 2014

Dated: March 25, 2014

# CLASSIFIED SALARY SCHEDULE

## 2015 / 2016

STEP	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6	LANE 7	LANE 8	LANE 9	LANE 10	STEP
1	9.97	11.24	12.71	14.12	15.20	16.15	16.96	17.97	19.17	21.08	1
2	10.23	11.54	13.06	14.50	15.61	16.58	17.41	18.45	19.69	21.64	2
3	10.51	11.84	13.40	14.88	16.02	17.02	17.88	18.95	20.21	22.23	3
4	10.79	12.17	13.77	15.29	16.46	17.47	18.36	19.46	20.75	22.83	4
5	11.08	12.48	14.13	15.70	16.89	17.94	18.85	19.97	21.31	23.43	5
6	11.37	12.83	14.51	16.12	17.35	18.42	19.35	20.51	21.87	24.06	6
7	11.68	13.17	14.90	16.54	17.82	18.92	19.87	21.05	22.46	24.70	7
8	12.00	13.52	15.30	16.99	18.29	19.43	20.41	21.62	23.06	25.37	8
9	12.31	13.88	15.71	17.44	18.79	19.94	20.95	22.21	23.68	26.05	9
10	12.64	14.25	16.14	17.91	19.29	20.48	21.51	22.81	24.32	26.73	10
11	12.98	14.64	16.56	18.39	19.81	21.02	22.09	23.41	24.97	27.46	11
12	13.33	15.02	17.01	18.89	20.34	21.59	22.67	24.04	25.64	28.19	12

STEP	LANE 11	LANE 12	LANE 13	LANE 14	LANE 15	LANE 16	LANE 17	LANE 18	LANE 19	LANE 20	STEP
1	21.78	22.99	25.30	26.73	28.31	29.94	31.67	33.52	35.45	37.51	1
2	22.37	23.61	25.97	27.45	29.06	30.74	32.52	34.41	36.39	38.52	2
3	22.97	24.24	26.66	28.19	29.85	31.56	33.39	35.33	37.36	39.55	3
4	23.58	24.89	27.38	28.95	30.64	32.41	34.29	36.28	38.36	40.61	4
5	24.20	25.55	28.11	29.72	31.47	33.27	35.21	37.25	39.40	41.69	5
6	24.86	26.24	28.87	30.52	32.31	34.17	36.16	38.25	40.45	42.81	6
7	25.53	26.95	29.64	31.33	33.17	35.09	37.12	39.28	41.53	43.96	7
8	26.21	27.66	30.44	32.18	34.06	36.04	38.12	40.33	42.66	45.15	8
9	26.92	28.41	31.25	33.04	34.98	37.00	39.14	41.41	43.80	46.35	9
10	27.63	29.16	32.09	33.93	35.91	37.98	40.19	42.51	44.96	47.59	10
11	28.37	29.95	32.95	34.83	36.88	39.00	41.27	43.66	46.18	48.87	11
12	29.13	30.75	33.83	35.76	37.87	40.05	42.37	44.83	47.41	50.17	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.

**2015-16**  
**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 licensed employees in accordance with District Policy A6 NEG – Negotiations – Licensed and 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:

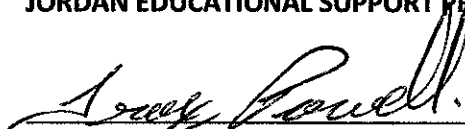
**TERMS OF AGREEMENT**

**Items**

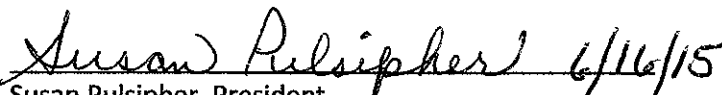
1. DA168NEG      Assignment of Bus Drivers & Bus Attendants  
To update policy affected by the outcome of the recent job study, which warranted a lane change increase for substitute bus drivers from Lane 5 to Lane 7.
2. DP326NEG      Sick Leave - Classified  
To increase the adoption leave from 12 to 20 days.

DATED this 9<sup>th</sup> day of June, 2015

**JORDAN EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION (JESPA)**

  
\_\_\_\_\_  
Troy Powell, President  
Jordan Educational Support Professionals Association

**JORDAN SCHOOL DISTRICT BOARD OF EDUCATION**

  
\_\_\_\_\_  
Susan Pulsipher, 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).

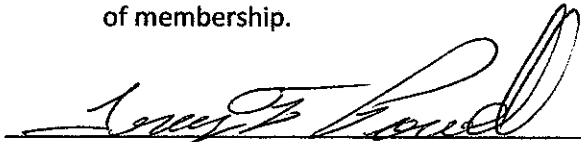
Agreement reached for:

DA168 Assignment of Bus Drivers and Attendants      Effective July 1, 2015

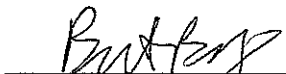
To update policy affected by the recent job study, which warranted a lane change increase for substitute bus drivers from lane 5 to lane 7

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

6-1-2015  
Date Approved in DAC

  
\_\_\_\_\_  
HR Administrator for DAC

6-1-15  
Date Approved in DAC

---

**SUBJECT: ASSIGNMENT OF BUS DRIVERS AND BUS ATTENDANTS**

---

**I. Board Directive**

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
 

Minimum contract hours include 30 minutes for the daily pre-trip/post-trip inspection, cleaning and refueling the bus.

  - 1. For drivers hired on a contract prior to- July 1, 2014: Drivers will be paid at the regular rate of pay on quarter-hour increments for time worked beyond the (4) four hours per contract day. 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.
  - 2. For drivers hired on a contract on or after July 1, 2014: Drivers will be paid at the regular rate of pay on quarter-hour increments for time worked beyond the (6) six hours per contract day.
- 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 7~~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~~ even if ~~contract~~ hours are not worked because of scheduled or unscheduled leave usage. 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. 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 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. Bus attendants will be paid at the regular rate of pay on quarter-hour increments for time worked beyond the contract hours.
  2. For attendants hired on a contract prior to July 1, 2014: If a bus run does not require the services of a bus attendant for a normal (4) four hours per contract day, the bus attendant 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 hours per contract day, the bus attendant will be a temporary at-will substitute bus attendant.
  4. 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.

Revision history: 8/28/12

**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).

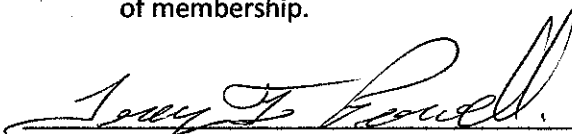
Agreement reached for:

DP326 Sick Leave-Classified Effective July 1, 2015


To increase the adoption leave from 12 to 20 days

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

6-1-2015  
Date Approved in DAC

  
\_\_\_\_\_  
HR Administrator for DAC

6-1-15  
Date Approved in DAC

SUBJECT: SICK LEAVE—CLASSIFIED

**I. Board Directive**

It is the 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 for sick leave and family leave benefits. If additional leave is needed beyond what is covered in this policy, refer to DP322 NEG - Family Medical Leave Act.

**II. Administrative Policy**

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

- 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.
- C. 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.
- D. Sick leave allowances for contracted employees 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
- E. 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.
- F. 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.

SUBJECT: SICK LEAVE—CLASSIFIED

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.
- G. 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 by applying online via employee access 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 to 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.
- H. 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 by applying online via employee access using the form available at online 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.
  3. Employees may be granted a maximum of twenty (20) 12-days leave at the time of actual custody of the child is received. An employee shall not exceed a total of twenty (20) 12 days of leave time, including the use of accrued personal and family leave days.
  4. Any additional leave must fall under the provisions of DP322—Family Medical Leave Act.
- I. 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.

SUBJECT: SICK LEAVE—CLASSIFIED

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 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.
- J. 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 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. 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

---

SUBJECT: SICK LEAVE—CLASSIFIED

---

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



---

SUBJECT: SICK LEAVE—CLASSIFIED

---

- 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 policy DP317—Long Term Disability.
  - 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 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 meetings shall be recorded and distributed to all committee members.