# JORDAN SCHOOL DISTRICT & Education Support Professionals Association

## **Negotiated Agreement**

## 2024-25

## **Negotiations Team**

Anthony Godfrey, Ed.D.	Superintendent of Schools
John Larsen, CPA	Business Administrator
David Bullock	Inspector & Project Manager, JESPA President
Kevan Sprague	Head Custodian, Mountain Ridge High School,
	JESPA Vice President
Robyn Bullock	Administrative Assistant, JATC South
Clark Cone	Head Custodian, JATC South
Mike Bacher	Programmer, Information Systems
Angela Allen	Nutrition Manager, Bingham High School
Jim Swapp	Bus Driver, Transportation
Natalie Patterson	USEA Representative

## Jordan School District Board of Education

Tracy J. Miller
Niki George
Darrell Robinson
Brian Barnett
Lisa Dean
Bryce Dunford
Marilyn Richards

President, Precinct 3 1st Vice President, Precinct 6 2nd Vice President, Precinct 1 Member, Precinct 2 Member, Precinct 7 Member, Precinct 5 Member, Precinct 4

## Education Support Professionals Negotiated Agreement Final & NEG Policies 2024-2025

## Between Jordan School District Board of Education & Jordan Education Support Professionals Association

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

- 1) Steps will be given for education support professionals for the 2024-2025 school year.
- 2) A cost-of-living adjustment of 2.70% will be added to all steps for education support professionals.
- 3) The recommendations of the Insurance Advisory Committee are accepted. Additionally, it is agreed the District will pay for 100% of the premium increase for the Value and Star Plans and 87% of the premium increase for the Traditional Plan, the same dollar increase for all plans.
- 4) Future insurance premium increase discussions will begin with the understanding that employees will cover fifty (50) percent of any future insurance premium increase and the District will cover fifty (50) percent of any future insurance premium increase. However, negotiations can alter this arrangement each year, as demonstrated this year.
- 5) DP326 NEG Sick Leave Education Support Professionals changed to:
  - Add a statement at the beginning of the policy to reflect the purpose of sick leave
- 6) DA168 NEG Assignment of Bus Drivers and Bus Attendants changed to:
  - Allow a physical every year when required instead of every two years
- 7) The application of DP354B NEG Attendance Incentive-Education Support Professionals for the July 2024 payment to employees will be altered so employees are not penalized for any absences taken on the following dates:
  - Professional Development Day August 21, 2023
  - Professional Development Day September 22, 2023

- Professional Development Day January 2, 2024
- Health and Wellness Day February 9, 2024
- Professional Development Day April 12, 2024

JORDAN SCHOOL DISTRICT BOARD OF EDUCATION

N AA?W By: Th Tracy Miller, President

JORDAN EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

By:

David Bullock, JESPA President

Dated: 5-28-24

Dated: May 28, 2029

## JORDAN SCHOOL DISTRICT EDUCATION SUPPORT PROFESSIONALS SALARY SCHEDULE 2024 / 2025

STEP	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6	LANE 7	LANE 8	LANE 9	LANE 10	STEP
1	\$16.67	\$17.60	\$18.59	\$20.34	\$21.80	\$23.10	\$24.21	\$25.59	\$27.23	\$29.82	1
2	\$17.10	\$18.06	\$19.07	\$20.85	\$22.37	\$23.70	\$24.81	\$26.23	\$27.93	\$30.59	2
3	\$17.55	\$18.53	\$19.57	\$21.37	\$22.93	\$24.29	\$25.46	\$26.93	\$28.63	\$31.41	3
4	\$18.00	\$19.01	\$20.08	\$21.94	\$23.54	\$24.91	\$26.12	\$27.60	\$29.37	\$32.20	4
5	\$18.47	\$19.50	\$20.60	\$22.49	\$24.12	\$25.54	\$26.79	\$28.32	\$30.13	\$33.01	5
6	\$18.95	\$20.01	\$21.14	\$23.05	\$24.75	\$26.20	\$27.46	\$29.05	\$30.89	\$33.87	6
7	\$19.45	\$20.53	\$21.69	\$23.64	\$25.37	\$26.89	\$28.18	\$29.79	\$31.71	\$34.76	7
8	\$19.95	\$21.06	\$22.25	\$24.24	\$26.03	\$27.57	\$28.91	\$30.57	\$32.53	\$35.67	8
9	\$20.47	\$21.61	\$22.83	\$24.88	\$26.70	\$28.29	\$29.63	\$31.36	\$33.36	\$36.58	9
10	\$21.00	\$22.17	\$23.42	\$25.49	\$27.37	\$29.01	\$30.41	\$32.18	\$34.23	\$37.52	10
11	\$21.55	\$22.75	\$24.03	\$26.15	\$28.09	\$29.75	\$31.21	\$32.99	\$35.12	\$38.53	11
12	\$22.11	\$23.34	\$24.65	\$26.85	\$28.81	\$30.52	\$31.99	\$33.85	\$36.04	\$39.51	12
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STEP	LANE 11	LANE 12	LANE 13	LANE 14	LANE 15	LANE 16	LANE 17	LANE 18	LANE 19	LANE 20	STEP
STEP	LANE 11	LANE 12	LANE 13	LANE 14	LANE 15	LANE 16	LANE 17	LANE 18	LANE 19	LANE 20	STEP
1	\$30.77	\$32.44	\$35.57	\$37.52	\$39.68	\$41.90	\$44.25	\$46.77	\$49.41	\$52.21	1
1 2	\$30.77 \$31.57	\$32.44 \$33.26	\$35.57 \$36.49	\$37.52 \$38.52	\$39.68 \$40.69	\$41.90 \$42.97	\$44.25 \$45.41	\$46.77 \$47.97	\$49.41 \$50.69	\$52.21 \$53.57	1 2
1 2 3	\$30.77 \$31.57 \$32.41	\$32.44 \$33.26 \$34.12	\$35.57 \$36.49 \$37.43	\$37.52 \$38.52 \$39.51	\$39.68 \$40.69 \$41.76	\$41.90 \$42.97 \$44.09	\$44.25 \$45.41 \$46.58	\$46.77 \$47.97 \$49.22	\$49.41 \$50.69 \$52.00	\$52.21 \$53.57 \$54.98	1 2 3
1 2 3 4	\$30.77 \$31.57 \$32.41 \$33.23	\$32.44 \$33.26 \$34.12 \$35.00	\$35.57 \$36.49 \$37.43 \$38.40	\$37.52 \$38.52 \$39.51 \$40.55	\$39.68 \$40.69 \$41.76 \$42.85	\$41.90 \$42.97 \$44.09 \$45.25	\$44.25 \$45.41 \$46.58 \$47.80	\$46.77 \$47.97 \$49.22 \$50.54	\$49.41 \$50.69 \$52.00 \$53.36	\$52.21 \$53.57 \$54.98 \$56.44	1 2 3 4
1 2 3 4 5	\$30.77 \$31.57 \$32.41 \$33.23 \$34.08	\$32.44 \$33.26 \$34.12 \$35.00 \$35.92	\$35.57 \$36.49 \$37.43 \$38.40 \$39.42	\$37.52 \$38.52 \$39.51 \$40.55 \$41.60	\$39.68 \$40.69 \$41.76 \$42.85 \$43.98	\$41.90 \$42.97 \$44.09 \$45.25 \$46.44	\$44.25 \$45.41 \$46.58 \$47.80 \$49.05	\$46.77 \$47.97 \$49.22 \$50.54 \$51.87	\$49.41 \$50.69 \$52.00 \$53.36 \$54.77	\$52.21 \$53.57 \$54.98 \$56.44 \$57.90	1 2 3 4 5
1 2 3 4 5 6	\$30.77 \$31.57 \$32.41 \$33.23 \$34.08 \$34.97	\$32.44 \$33.26 \$34.12 \$35.00 \$35.92 \$36.85	\$35.57 \$36.49 \$37.43 \$38.40 \$39.42 \$40.45	\$37.52 \$38.52 \$39.51 \$40.55 \$41.60 \$42.69	\$39.68 \$40.69 \$41.76 \$42.85 \$43.98 \$45.13	\$41.90 \$42.97 \$44.09 \$45.25 \$46.44 \$47.67	\$44.25 \$45.41 \$46.58 \$47.80 \$49.05 \$50.36	\$46.77 \$47.97 \$49.22 \$50.54 \$51.87 \$53.22	\$49.41 \$50.69 \$52.00 \$53.36 \$54.77 \$56.21	\$52.21 \$53.57 \$54.98 \$56.44 \$57.90 \$59.42	1 2 3 4 5 6
1 2 3 4 5 6 7	\$30.77 \$31.57 \$32.41 \$33.23 \$34.08 \$34.97 \$35.89	\$32.44 \$33.26 \$34.12 \$35.00 \$35.92 \$36.85 \$37.81	\$35.57 \$36.49 \$37.43 \$38.40 \$39.42 \$40.45 \$41.48	\$37.52 \$38.52 \$39.51 \$40.55 \$41.60 \$42.69 \$43.78	\$39.68 \$40.69 \$41.76 \$42.85 \$43.98 \$45.13 \$46.29	\$41.90 \$42.97 \$44.09 \$45.25 \$46.44 \$47.67 \$48.91	\$44.25 \$45.41 \$46.58 \$47.80 \$49.05 \$50.36 \$51.67	\$46.77 \$47.97 \$49.22 \$50.54 \$51.87 \$53.22 \$54.60	\$49.41 \$50.69 \$52.00 \$53.36 \$54.77 \$56.21 \$57.68	\$52.21 \$53.57 \$54.98 \$56.44 \$57.90 \$59.42 \$61.00	1 2 3 4 5 6 7
1 2 3 4 5 6 7 8	\$30.77 \$31.57 \$32.41 \$33.23 \$34.08 \$34.97 \$35.89 \$36.81	\$32.44 \$33.26 \$34.12 \$35.00 \$35.92 \$36.85 \$37.81 \$38.78	\$35.57 \$36.49 \$37.43 \$38.40 \$39.42 \$40.45 \$41.48 \$42.57	\$37.52 \$38.52 \$39.51 \$40.55 \$41.60 \$42.69 \$43.78 \$44.94	\$39.68 \$40.69 \$41.76 \$42.85 \$43.98 \$45.13 \$46.29 \$47.49	\$41.90 \$42.97 \$44.09 \$45.25 \$46.44 \$47.67 \$48.91 \$50.20	\$44.25 \$45.41 \$46.58 \$47.80 \$49.05 \$50.36 \$51.67 \$53.04	\$46.77 \$47.97 \$49.22 \$50.54 \$51.87 \$53.22 \$54.60 \$56.03	\$49.41 \$50.69 \$52.00 \$53.36 \$54.77 \$56.21 \$57.68 \$59.21	\$52.21 \$53.57 \$54.98 \$56.44 \$57.90 \$59.42 \$61.00 \$62.61	1 2 3 4 5 6 7 8
1 2 3 4 5 6 7 8 9	\$30.77 \$31.57 \$32.41 \$33.23 \$34.08 \$34.97 \$35.89 \$36.81 \$37.78	\$32.44 \$33.26 \$34.12 \$35.00 \$35.92 \$36.85 \$37.81 \$38.78 \$39.80	\$35.57 \$36.49 \$37.43 \$38.40 \$39.42 \$40.45 \$41.48 \$42.57 \$43.68	\$37.52 \$38.52 \$39.51 \$40.55 \$41.60 \$42.69 \$43.78 \$44.94 \$46.13	\$39.68 \$40.69 \$41.76 \$42.85 \$43.98 \$45.13 \$46.29 \$47.49 \$48.76	\$41.90 \$42.97 \$44.09 \$45.25 \$46.44 \$47.67 \$48.91 \$50.20 \$51.50	\$44.25 \$45.41 \$46.58 \$47.80 \$49.05 \$50.36 \$51.67 \$53.04 \$54.44	\$46.77 \$47.97 \$49.22 \$50.54 \$51.87 \$53.22 \$54.60 \$56.03 \$57.52	\$49.41 \$50.69 \$52.00 \$53.36 \$54.77 \$56.21 \$57.68 \$59.21 \$60.77	\$52.21 \$53.57 \$54.98 \$56.44 \$57.90 \$59.42 \$61.00 \$62.61 \$64.24	1 2 3 4 5 6 7 8 9
1 2 3 4 5 6 7 8 9 10	\$30.77 \$31.57 \$32.41 \$33.23 \$34.08 \$34.97 \$35.89 \$36.81 \$37.78 \$38.75	\$32.44 \$33.26 \$34.12 \$35.00 \$35.92 \$36.85 \$37.81 \$38.78 \$39.80 \$40.82	\$35.57 \$36.49 \$37.43 \$38.40 \$39.42 \$40.45 \$41.48 \$42.57 \$43.68 \$44.82	\$37.52 \$38.52 \$39.51 \$40.55 \$41.60 \$42.69 \$43.78 \$44.94 \$46.13 \$47.33	\$39.68 \$40.69 \$41.76 \$42.85 \$43.98 \$45.13 \$46.29 \$47.49 \$48.76 \$50.01	\$41.90 \$42.97 \$44.09 \$45.25 \$46.44 \$47.67 \$48.91 \$50.20 \$51.50 \$52.85	\$44.25 \$45.41 \$46.58 \$47.80 \$49.05 \$50.36 \$51.67 \$53.04 \$54.44 \$55.85	\$46.77 \$47.97 \$49.22 \$50.54 \$51.87 \$53.22 \$54.60 \$56.03 \$57.52 \$59.02	\$49.41 \$50.69 \$52.00 \$53.36 \$54.77 \$56.21 \$57.68 \$59.21 \$60.77 \$62.35	\$52.21 \$53.57 \$54.98 \$56.44 \$57.90 \$59.42 \$61.00 \$62.61 \$64.24 \$65.93	1 2 3 4 5 6 7 8 9 10
1 2 3 4 5 6 7 8 9	\$30.77 \$31.57 \$32.41 \$33.23 \$34.08 \$34.97 \$35.89 \$36.81 \$37.78	\$32.44 \$33.26 \$34.12 \$35.00 \$35.92 \$36.85 \$37.81 \$38.78 \$39.80	\$35.57 \$36.49 \$37.43 \$38.40 \$39.42 \$40.45 \$41.48 \$42.57 \$43.68	\$37.52 \$38.52 \$39.51 \$40.55 \$41.60 \$42.69 \$43.78 \$44.94 \$46.13	\$39.68 \$40.69 \$41.76 \$42.85 \$43.98 \$45.13 \$46.29 \$47.49 \$48.76	\$41.90 \$42.97 \$44.09 \$45.25 \$46.44 \$47.67 \$48.91 \$50.20 \$51.50	\$44.25 \$45.41 \$46.58 \$47.80 \$49.05 \$50.36 \$51.67 \$53.04 \$54.44	\$46.77 \$47.97 \$49.22 \$50.54 \$51.87 \$53.22 \$54.60 \$56.03 \$57.52	\$49.41 \$50.69 \$52.00 \$53.36 \$54.77 \$56.21 \$57.68 \$59.21 \$60.77	\$52.21 \$53.57 \$54.98 \$56.44 \$57.90 \$59.42 \$61.00 \$62.61 \$64.24	1 2 3 4 5 6 7 8 9

Note:

1. 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.

2. In a year when steps are given, every employee on step 12 in the previous and current year and still employed November 1st of the current year will receive a \$1,000 bonus (based on FTE) on the November paycheck regardless of Lane. This does not apply to the Miscellaneous Salary Schedule.

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Statement of	Effective -	6/13/72
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## I. Board Directive

It is the directive of the Board to authorize paid sick leave for education support professionals who work 30 hours per week or more and to comply with requirements of Public Law 103-3, Family and Medical Leave Act. The Board delegates to the Administration responsibility for establishing policy for sick leave and family leave benefits. Sick leave runs concurrent with Family Medical Leave Act (FMLA) and Workers Compensation. If additional leave is needed beyond what is covered in this policy, refer to <u>DP322 NEG - Family Medical Leave Act</u>.

## II. Administrative Policy

## A. Purpose

## A.B. Definitions

- 1. 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.
- 2. Continuous service includes an approved leave of absence, sabbatical leave, sick bank, military and/or FMLA leave.
  - a. 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.
- 3. Sick Leave Review Committee
  - a. A Sick Leave Review Committee, composed of the Human Resources administrator for education support professionals, 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 bank. The Human Resources administrator for education support professionals 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 bank requests and rule on sick bank usage. The unused sick bank days shall be reported to the Committee on a quarterly basis.
  - c. The Human Resources administrator for education support professionals shall make available to the Committee all the information that is submitted with an employee's sick bank request.
  - d. Minutes of all Sick Leave Bank Committee meetings shall be recorded and made available to all Committee members.

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

B.C. Sick Leave Accumulations

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- 1. Sick leave accumulations are based on unused annual leave. See Policy DP335B NEG Annual Leave Education Support Professionals for annual leave details.
- 2. Annual leave does not need to be exhausted before sick leave can be used.
  - 3. Maximum accumulations:

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			

## <u>D.</u>C. Sick Leave Benefits During Approved Absences

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.

E.Use of Sick Leave for Critical Family Care

- 1. Although sick leave is intended for use by the employee for personal health-related absences, some sick leave may be used for critical family care as described below. Annual leave should be used for non-critical care of an ill family member.
- 2. 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.
- 3. Use of sick leave for critical family illness must be authorized by the Sick Leave Review Committee. The employee must submit his/her request electronically by applying online via Employee Access.
- 4. Employees may not apply for critical family care benefits until five (5) annual leave days have been used.
- 5. In cases of extended critical care, employees may apply for additional days beyond the twelve (12) day allowance.
  - a. If more days are needed, employees who continue to deal with a critical family care (as defined in item D.1. above) may apply to the Sick Leave Review Committee for up to three (3) additional days.

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- b. If additional days are granted, 40% of the employee's daily rate for each additional day of leave shall be deducted from the employee's pay.
- FE. 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 electronically to the Sick Leave Review Committee by applying online via Employee Access.
  - 2. Employees may use up to a maximum of twenty (20) accumulated sick leave days at the time actual custody of the child is received. An employee shall not exceed a total of twenty (20) days of leave time, including the use of accrued personal leave days.
  - 3. Any additional leave must fall under the provisions of DP322—Family Medical Leave Act.

## GF. Notification of Absence

- 1. Absences due to illness are to be reported to the appropriate office or individual as soon as possible.
- 2. The Administration may require a doctor's certificate without regard to the number of sick leave days claimed at any one time.
- 3. Employees absent for more than five (5) consecutive days shall apply for FMLA within the policy provisions of <u>DP322—Family Medical Leave Act</u>.
- 4. Elective surgery shall be scheduled to minimize the time off work.
- 5. The employee shall record the absence in Skyward at least one hour prior to the start of his/her contract day or the day of the absence. A supervisor may require additional information.

 $\underline{HG}$ . Abuse of Sick Leave

- 1. 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.
- 2. 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.
- 3. 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. The principal/director will determine when this suspension will be implemented to cause the least disruption to the school/department and students.
  - c. Disciplinary actions taken, up to and including termination of employment shall be entered in the employee's personnel file.
- IH. Employee-Funded Sick Bank
  - 1. Employee Participation in the Sick Bank
    - a. Employees are automatically enrolled in the sick bank each year through the annual donation of one (1) annual leave day to the sick bank.

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- b. Each year, employees wishing to opt out of participation in the sick bank must annually complete the appropriate online form in Employee Access no later than September 1 for current employees and October 1 for first-year employees.
- c. Employees who have been offered a temporary transitional duty assignment due to a workrelated injury, who refuse the temporary transitional duty assignment, will not be eligible for Sick Bank.
- d. Non-contracted employees shall not be eligible for the sick bank.
- 2. Use of the Sick Bank
  - a. 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.
  - b. Employees shall complete an official request for sick bank leave online via Employee Access.
  - c. Employees shall complete a release of medical information form to allow the members of the Sick Leave Review Committee to review any medical documentation that they provide with the request for sick bank leave.
  - d. Employees shall be required to complete a release of information form to allow the Sick Bank Committee to review their official District personnel file, if the need should arise.
  - e. Before an employee is eligible to apply for sick bank leave, the following criteria must be met for each qualifying medical condition. The employee must have:
    - 1) applied for FMLA (which will run concurrently with any sick bank leave usage); and
    - 2) exhausted all accrued sick leave days, annual leave 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 nopay days qualify for meeting this requirement).
  - f. An employee shall be required to provide the Sick Leave Review Committee with updated information regarding his/her condition every 30 days after the approval of the sick bank leave benefits. Continuation of the sick bank leave shall be contingent upon the information contained in the update.
- 3. Sick Bank Allowances

Employees who are considered "Provisional" as defined in <u>DP314</u>—<u>Provisional and</u> <u>Probationary Education Support Professionals</u> 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 his/her sick bank eligibility for that year. Sick leave days per year are based on the following:

- 1 3 years of service are eligible for up to 15 sick bank days
- 4 7 years of service are eligible for up to 30 sick bank days
- 8 11 years of service are eligible for up to 60 sick bank days

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## SUBJECT: SICK LEAVE—EDUCATION SUPPORT PROFESSIONALS

12 years of service and above are eligible for up to 120 sick bank days

- 4. Employee Funded Sick Leave Bank Limitations
  - a. 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.
  - b. A second opinion may be required with any costs not covered by insurance borne by the District.
  - c. Prior to granting sick bank leave, an employee shall acknowledge and agree in the online application to repay the sick bank any unused vacation days for sick bank days used or granted before transitioning to long-term disability.
  - d. Prior to granting sick bank days an employee shall acknowledge and agree in the online application 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.
  - e. No employee shall draw more than 120 days from the sick leave bank during a three-year period.
  - f. No employee shall take vacation days within 15 working days after drawing upon the sick bank.
  - g. No employee shall accrue leave days, i.e., annual leave or vacation while drawing upon the sick bank.
  - 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 <u>DP317 — Long-Term Disability Insurance</u>.
  - i. No appeal beyond the Sick Leave Review Committee is provided.
  - j. 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.

Revision history: 7/12/11, 6/10/14, 6/9/15, 5/23/17

Statement of

POLICY

 Number DA168 NEG

 Effective 8/25/70

 Revision 5/23/17

 Updated 6/10/14

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## 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 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. Once <u>each year (if required)every two years</u>, the Board shall pay the cost of the Department of Transportation (DOT) physical renewal, provided the driver uses a qualified physician authorized by the District. 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 more than 30 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 (1) 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 (2) hours, to include 30 minutes for the daily pre-trip/post-trip inspection, cleaning and refueling the bus, or actual time above the two (2) hours regardless of the number of routes served.
    - c. Rescheduling of routes may alter time requirements from year to year.

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- 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.
- 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.

- 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 four (4) hours per contract day. Some bus runs may not require the services of a driver for a normal four (4) 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 six (6) hours per contract day.
- F. Drivers shall be paid as follows:
  - 1. Driving time shall be paid at the driver's established hourly rate.
  - 2. Payment for field trip/activity runs shall be based on actual driving and layover time plus a one-half hour allowance for inspecting, cleaning and fueling the bus. A minimum of two (2) hours is required.
  - 3. The hourly rate of pay for substitute bus drivers shall be equal to 100 percent of Lane 7, Step 1.
- G. Drivers shall be compensated according to the <u>Standards for Utah School Buses and Operations Manual</u> for time required for pre- or post-trip and for time spent cleaning 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 even if contract hours are not worked because of scheduled or unscheduled leave usage. All overtime must be authorized by the Director of Transportation.

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- d. As far as possible, field trip/activity run assignments shall not interfere with regular route assignments.
- e. Available field trips and activity runs shall be posted in the Transportation Office two (2) weeks in advance or for as many days as possible if two (2) 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 selection, the next driver in seniority will make a selection. The procedure will continue through the list of interested drivers until all drivers on the list have had a chance to select one (1) field trip. Following this initial round of field trip selection, drivers who still need required contract hours will be assigned field trips until the obligation is met. After all obligated contract hours have been met, the field trip assignment process will resume with the seniority rotation procedure until all requested field trip/activity runs have been assigned.
- i. During the weeks prior to September 1 and after the spring sports tournaments, the District cannot guarantee 30-hour contract drivers, assigned to routes of less than 30 hours, the full 30 hours per week.
- j. Field trip/activity run requests made with four (4)-13 days' notice will be assigned by the Field Trip Office using the Department seniority list until all requests have been filled.
- k. Field trip/activity requests received with less than 72 hours' notice will be assigned by the Director of Transportation or his/her designee.
- 1. Substitute drivers shall not be assigned to field trip/activity runs until all interested benefiteligible drivers with available hours have been assigned.
- m. 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.
- n. 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.
- o. 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

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of Department seniority. 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.

- p. 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) 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 (2) 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. Overnight travel: Drivers will be compensated for a minimum of eight (8) hours for each day traveling to and from the field trip destination. Drivers will be compensated for a minimum of eight (8) hours for each day at the destination. In accordance with Federal Department of Transportation Regulations, <u>Federal Motor Carrier Safety Administration 49 CFR Part 395</u>, a Jordan School District bus driver may only be on duty for 15 hours, followed by a full eight (8) hours of off-duty rest time. A driver may only drive for 10 of those 15 on-duty hours. Care should be taken to ensure drivers are well rested in order to operate the bus safely. The schools will be responsible to provide for the expenses incurred to be in compliance with this regulation, which may include a separate hotel room for each driver and any mileage or travel expenses for additional relief drivers.
- 4. Bus drivers will be compensated as follows for field trips:
  - a. Monday-Friday: Drivers shall be paid a minimum of two (2) hours or the actual time spent on field trip/activity runs. This time will include 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.

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- b. Weekend/Holidays: If the school fails to cancel the field trip prior to the driver arriving at the bus facility, the driver shall be paid for four (4) hours. The costs will be charged to the school or department that failed to cancel the activity.
- 5. 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 (2) additional hours to cover substitute costs.
- 6. 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.
- 7. The school administration shall assure that one or more responsible, adult supervisors are aboard each bus that is on a field trip/activity run.
- 8. Drivers shall make every effort to assure safety and shall follow established procedures for student discipline. (See District Policy <u>DA170—School Bus Discipline</u>.)
- 9. 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.
- 10. Jordan School District buses are not authorized to operate between 1:00 A.M. and 4:00 A.M.
- 11. When students are engaged in an activity where a change of clothing is required, schools should make arrangements for a changing room for students. School buses shall not be used as a dressing room.
- 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 four (4) 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 six (6) 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.

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