

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

JORDAN EDUCATION ASSOCIATION

Jennifer Boehme	President of JEA
Melissa Brown	Chair of Negotiations Team, Riverton High
Tiffany Hardinger	Member, Silver Crest Elementary
Vicki Olsen	Member, Riverton High
Heather Reich	Member, Majestic Elementary
Laura Arnold	UniServ Director

JORDAN SCHOOL DISTRICT

Anthony Godfrey, Ed.D.	Administrator of Schools
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 Education Association for the 2014-15 and 2015-16 Budget Years

The Jordan School District Board of Education and Jordan Education Association (JEA) agree to the following financial compensation for licensed employees:

1. Steps and Lanes. Qualifying licensed 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 JEA 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

Licensed 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.

Licensed 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, JEA 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 JEA membership and approved by the Board of Education. JEA 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 EDUCATION ASSOCIATION

By: 
Richard S. Osborn, President

Dated: February 11, 2014

By: 
Jennifer Boshme, President

Dated: March 27, 2014

Traditional Salary Schedule "C"

TEACHER'S SALARY SCHEDULE

August 19, 2015 - June 6, 2016
 184 DAYS - Full Time
 8 Hours Per Day

HOURS REPRESENTED ON THE LANES ARE HOURS EARNED BEYOND AND AFTER BACHELOR'S DEGREE AND ORIGINAL TEACHING LICENSE

Step	A - Bachelor's				B - Bachelor's + 30 Qtr or 20 Sem				C - Bachelor's + 45 Qtr or 30 Sem			
	Base Pay	Educator Salary Adjustment*	Total Compensation	Educator Salary Adjustment*	Base Pay	Educator Salary Adjustment*	Total Compensation	Educator Salary Adjustment*	Base Pay	Educator Salary Adjustment*	Total Compensation	Educator Salary Adjustment*
1	\$29,629	\$4,200	\$33,829	\$4,200	\$30,287	\$4,200	\$34,487	\$4,200	\$30,671	\$4,200	\$34,871	\$4,200
2	\$31,011	\$4,200	\$35,211	\$4,200	\$31,681	\$4,200	\$35,881	\$4,200	\$32,088	\$4,200	\$36,288	\$4,200
3	\$32,464	\$4,200	\$36,664	\$4,200	\$33,143	\$4,200	\$37,343	\$4,200	\$33,566	\$4,200	\$37,766	\$4,200
4	\$33,977	\$4,200	\$38,177	\$4,200	\$34,671	\$4,200	\$38,871	\$4,200	\$35,114	\$4,200	\$39,314	\$4,200
5	\$35,570	\$4,200	\$39,770	\$4,200	\$36,298	\$4,200	\$40,498	\$4,200	\$36,779	\$4,200	\$40,979	\$4,200
6	\$37,313	\$4,200	\$41,513	\$4,200	\$38,047	\$4,200	\$42,247	\$4,200	\$38,557	\$4,200	\$42,757	\$4,200
7	\$39,143	\$4,200	\$43,343	\$4,200	\$39,882	\$4,200	\$44,082	\$4,200	\$40,419	\$4,200	\$44,619	\$4,200
8	\$41,018	\$4,200	\$45,218	\$4,200	\$41,806	\$4,200	\$46,006	\$4,200	\$42,361	\$4,200	\$46,561	\$4,200
9	\$41,835	\$4,200	\$46,035	\$4,200	\$44,412	\$4,200	\$48,612	\$4,200	\$45,003	\$4,200	\$49,203	\$4,200
10	\$41,835	\$4,200	\$46,035	\$4,200	\$44,641	\$4,200	\$48,841	\$4,200	\$47,153	\$4,200	\$51,353	\$4,200
11	\$41,835	\$4,200	\$46,035	\$4,200	\$44,641	\$4,200	\$48,841	\$4,200	\$47,396	\$4,200	\$51,596	\$4,200
12	\$41,835	\$4,200	\$46,035	\$4,200	\$44,641	\$4,200	\$48,841	\$4,200	\$47,396	\$4,200	\$51,596	\$4,200
13	\$41,835	\$4,200	\$46,035	\$4,200	\$44,641	\$4,200	\$48,841	\$4,200	\$47,396	\$4,200	\$51,596	\$4,200
14	\$41,835	\$4,200	\$46,035	\$4,200	\$44,641	\$4,200	\$48,841	\$4,200	\$47,396	\$4,200	\$51,596	\$4,200
15	\$43,812	\$4,200	\$48,012	\$4,200	\$46,730	\$4,200	\$50,930	\$4,200	\$49,594	\$4,200	\$53,794	\$4,200

Step	D - Bachelor's + 60 Qtr or 40 Sem				E - Master's				G - Master's + 45 Qtr or 30 Sem			
	Base Pay	Educator Salary Adjustment*	Total Compensation	Educator Salary Adjustment*	Base Pay	Educator Salary Adjustment*	Total Compensation	Educator Salary Adjustment*	Base Pay	Educator Salary Adjustment*	Total Compensation	Educator Salary Adjustment*
1	\$31,197	\$4,200	\$35,397	\$4,200	\$32,776	\$4,200	\$36,976	\$4,200	\$34,252	\$4,200	\$38,452	\$4,200
2	\$32,601	\$4,200	\$36,801	\$4,200	\$34,214	\$4,200	\$38,414	\$4,200	\$35,764	\$4,200	\$39,964	\$4,200
3	\$34,074	\$4,200	\$38,274	\$4,200	\$35,717	\$4,200	\$39,917	\$4,200	\$37,413	\$4,200	\$41,613	\$4,200
4	\$35,614	\$4,200	\$39,814	\$4,200	\$37,368	\$4,200	\$41,568	\$4,200	\$39,137	\$4,200	\$43,337	\$4,200
5	\$37,299	\$4,200	\$41,499	\$4,200	\$39,093	\$4,200	\$43,293	\$4,200	\$40,932	\$4,200	\$45,132	\$4,200
6	\$39,064	\$4,200	\$43,264	\$4,200	\$40,890	\$4,200	\$45,090	\$4,200	\$42,809	\$4,200	\$47,009	\$4,200
7	\$40,905	\$4,200	\$45,105	\$4,200	\$42,761	\$4,200	\$46,961	\$4,200	\$44,773	\$4,200	\$48,973	\$4,200
8	\$42,836	\$4,200	\$47,036	\$4,200	\$44,725	\$4,200	\$48,925	\$4,200	\$46,821	\$4,200	\$51,021	\$4,200
9	\$45,450	\$4,200	\$49,650	\$4,200	\$46,956	\$4,200	\$51,156	\$4,200	\$48,959	\$4,200	\$53,159	\$4,200
10	\$47,622	\$4,200	\$51,822	\$4,200	\$48,903	\$4,200	\$53,103	\$4,200	\$51,186	\$4,200	\$55,386	\$4,200
11	\$49,829	\$4,200	\$54,029	\$4,200	\$51,128	\$4,200	\$55,328	\$4,200	\$53,515	\$4,200	\$57,715	\$4,200
12	\$50,086	\$4,200	\$54,286	\$4,200	\$54,183	\$4,200	\$58,383	\$4,200	\$56,705	\$4,200	\$60,905	\$4,200
13	\$50,086	\$4,200	\$54,286	\$4,200	\$54,463	\$4,200	\$58,663	\$4,200	\$56,999	\$4,200	\$61,199	\$4,200
14	\$50,086	\$4,200	\$54,286	\$4,200	\$54,463	\$4,200	\$58,663	\$4,200	\$56,999	\$4,200	\$61,199	\$4,200
15	\$52,390	\$4,200	\$56,590	\$4,200	\$56,945	\$4,200	\$61,145	\$4,200	\$59,577	\$4,200	\$63,777	\$4,200

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

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 EDUCATION ASSOCIATION**

NEGOTIATED POLICIES AGREEMENT

This Agreement is entered by and between the Board of Education of the Jordan School District (the "Board") and Jordan Education Association ("JEA").

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

WHEREAS, the Board and JEA 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 JEA; and

WHEREAS, terms of the Agreement have been accepted.

THEREFORE, it is hereby agreed as follows:

TERMS OF AGREEMENT

Items

1. DP309 NEG Salary Guidelines
Modify the negotiated policy to reflect current practice regarding credit for salary lane changes and salary lane changes for an ARL (Alternate Route to Licensure) and ATP (Alternative Teacher Preparation) employee.
2. DP324 NEG Sick Leave – Licensed
Increase the adoption leave from 12 days to 20 days.

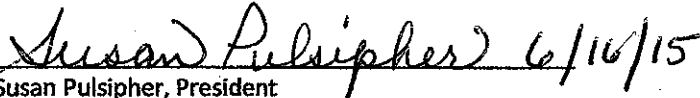
DATED this 15 day of June, 2015

JORDAN EDUCATION ASSOCIATION



Melissa Brown, Chair of Joint Relations Committee
Jordan Education Association

JORDAN SCHOOL DISTRICT BOARD OF EDUCATION



Susan Pulsipher, President
Board of Education

**Memorandum of Understanding
Joint Relations Committee
Jordan School District and Jordan Education Association**

This memorandum of understanding (MOU) is created as a joint agreement between the Jordan School District and the Jordan Education Association through the meetings of the Joint Relation Committee established for the purpose of:

Enhancing 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.

All parties agree to the following MOU conditions:

- Any items which may have a financial impact may only have final approval through the negotiations process established in District Policy A6 NEG.
- The association bringing forward this agreement must ratify this MOU agreement with their members/membership during the negotiations process (if needed).
- Any changes to the NEG policies in this MOU agreement must be brought back to the Joint Committee for consideration prior to approval. NEG policies must be ratified during the Negotiations process.

Agreement reached for:

- **DP309 NEG – Salary Guideline**
- **AA421 – Local Professional Improvement Committee**

Implementation for the MOU will be:

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

Melissa Brown
JEA Negotiations Chair

3-26-2015
Date

Jennifer Belknap
JEA President

3-26-2015
Date

[Signature]
Administrator for Joint Committee

3-26-15
Date

Business Administrator Review [Signature]
Signature

3/31/2015
Date

Superintendent of Schools Review Patricia A. Johnson
Signature

3/30/15
Date

Board Approval Yes No

Board of Education President Susan K. Pelsipher
Signature

4/9/15
Date

SUBJECT: SALARY GUIDELINES

I. Board Policy Directive

It is the policy of the Board to meet with the Administration, officers of each departmental organization, and their appointed representatives in salary negotiations to establish salary schedules. It is also the policy of the Board to pay wages and salaries that shall enable the District to secure and retain qualified personnel.

The Board delegates to the District Administration the responsibility for implementing the salary policy.

II. Administration-Administrative Policy

The salary policy shall be implemented according to the following- ~~guidelines~~ administrative policy provisions:

Guidelines

A. Date of Payments

Payment of all salaries shall be made on the 25th day of each month. If the 25th falls on a weekend or on a holiday, payday will be the previous working day as approved by the Board of Education. All approved deductions, other than those legally required, shall be made only upon the written request of the employee.

B. Salary Rates

District personnel shall be compensated at rates agreed upon through negotiations and published in the salary schedules for each group of employees. The actual employee's salary shall be a factor of his/her percent of contract and placement on the salary schedule.

C. Basic Salary Schedule

A basic salary schedule shall be established for licensed personnel. The schedule shall be based upon consideration of contract teaching experience in an accredited school and upon continued training.

D. Differential Allowance

Differential allowance may be paid to teachers with special assignments as recommended by the Administration and approved by the Board.

E. Placement on Salary-Step Scale

Salary schedule placement shall be determined by the number of full or part-time years of teaching experience. In cases of interrupted or part-time service, the following guidelines shall apply:

1. Effective July 1, 1996, an employee who is employed at least half-time and who actually works in any one school year a number of days equal to or greater than one-half the number of work days specified for similar contracts shall be given one-year experience credit. Employees working less than one-half the number of work days will receive no experience credit.

F. Equated Teaching Experience

Teaching (accredited PK-12) experience in other schools and/or school districts shall be evaluated by the Administrator of Human Resources. Full-time teaching experience outside the District shall equate to full-time years of service credit; half-time teaching experience outside the District shall equate to one-half year of service credit. The District shall grant credit for outside teaching experience as follows:

SUBJECT: SALARY GUIDELINES

Teaching Experience
Outside the District
 1 to 5 years
 6 or more years

Equivalent Years to District
Teaching Experience
 Full Credit
 1 equivalent for each 2 years of
 outside experience

A maximum of 10 years total equated credit shall be allowed except in areas of critical need when the Administrator Human Resources is authorized to determine credit allowances.

G. Rehiring Retirees

Licensed employees who have retired and are then rehired will be placed up to Step 9 of the appropriate lane and salary schedule.

H. Military Experience

No salary step credit shall be granted to any employee for military experience except for previous employees who have left the District to enter the military service. These employees shall be granted benefits required under the reemployment rights provision of Chapter 43 of Title 38, U.S. Code.

I. Submission of Evidence

1. It shall be the responsibility of the employees to submit to the Human Resources Department documented evidence which they wish to have considered in determining their initial placement on the salary schedule.
2. For new employees to the District, only graduate hours beyond the original certificate and B.S. degree will count toward salary lane placement except under the following circumstances. For new hires, undergraduate hours taken after the original certificate and B.S. degree may be considered for salary lane placement if they are recommended to the Local Professional Improvement Committee by one or more District administrators as meeting an identified District need. The recommendation, along with supporting evidence, must be submitted in writing to the LPIC (no later than the first week of August for teachers on year-round schedules or the first week of September for teachers on traditional schedules) so the LPIC will have sufficient time to approve or deny the request prior to the issuance of the first payroll.
3. Credit for salary lane changes for current employees will be granted ~~only~~ from an accredited institution, USOE approved credit on Ontrack Professional Learning Center (website: usoe.truenorthlogic.com), District approved credit on ~~CACTUS~~ and LPIC approved in-service credit. These hours will be granted in accordance with Policy AA421, ~~NEG~~.
4. Credit for salary lane changes for an ARL (Alternate Route to Licensure) an ATP (Alternate Teacher Preparation employee will be granted only following completion of their ARL/ATP program. ARL/ATP program classes will not count toward lane change credit. Salary lane changes will be awarded as noted in I.3. and in Policy AA421.
- 5.4. Salary lane changes shall be awarded when the Human Resources Department receives proof of eligibility in the form of an official transcript, including electronic transcripts submitted to the HR Department directly from an accredited institution. ~~grade transcript (Internet transcripts will not be accepted).~~ If proof of eligibility is submitted prior to the 15th of the month, the salary lane change shall be reflected on the paycheck issued in the following month.

J. Compensation for Substitute Teachers

A salary schedule for substitute teachers shall be established.

**Memorandum of Understanding
Joint Relations Committee
Jordan School District and Jordan Education Association**

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All parties agree to the following MOU conditions:

- Any items which may have a financial impact may only have final approval through the negotiations process established in District Policy A6 NEG.
- The association bringing forward this agreement must ratify this MOU agreement with their members/membership during the negotiations process (if needed).
- Any changes to the NEG policies in this MOU agreement must be brought back to the Joint Committee for consideration prior to approval. NEG policies must be ratified during the Negotiations process.

Agreement reached for:

DP324 NEG Sick Leave - Licensed

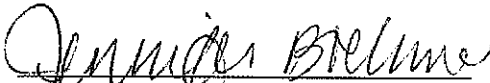
Implementation for the MOU will be:

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



JEA Negotiations Chair

5-22-2015
Date



JEA President

5-22-2015
Date



Administrator for Joint Committee

5-26-2015
Date

SUBJECT: SICK LEAVE—LICENSED

I. Board Policy Directive

It is the policy of the Board to authorize paid sick leave benefits for licensed personnel who work 20 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 guidelines for sick leave and family leave benefits. Sick leave runs concurrent with Family Medical Leave Act (FMLA) and Workers Compensation. Refer to the Family Medical Leave Act Policy, DP322 NEG.

II. Administrative Policy

Definitions

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.

Continuous service includes an approval leave of absence, sabbatical leave, sick bank, military and/or FMLA leave. A resignation or retirement constitutes a "break in service." Employees returning to Jordan School District following a break in service will receive a new continuous service date reflecting the date of their return. District seniority will be based on the new continuous service date. Prior employment experience with Jordan School District may be taken into consideration for purposes of placement on the salary schedule.

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

Guidelines

A. Sick Leave Allowances

1. Until June 30, 2007, licensed employees with a continuous service date prior to July 1, 1977, shall be allowed unlimited sick leave not to exceed 180 days per contract year for 9-month employees, 220 days for 11-month employees, and 240 days for 12-month employees.
2. Licensed employees with a continuous service date on or after July 1, 1977, shall be allowed sick leave in accordance with the following schedule:

Year 1 (not eligible for sick bank)	10 days per year*
Years 2 through 5	10 days per year*
Years 6 through 10	11 days per year*
Years 11 through 15	12 days per year*
Years 16 and beyond	13 days per year*

Maximum accumulations:

176 and 184-day contracts (9 month)	180 days
220 to 233-day contracts (11 month)	220 days
245-day contracts (12 month)	240 days

* Note: An employee may use up to three days of his/her own accumulated sick leave to attend to the health care needs of immediate family members. This schedule does not change the way unused sick leave benefits are calculated at the time of retirement.

3. Employee Eligibility
 - a. In order to be eligible to participate in the sick bank an employee must voluntarily donate one day annually of accumulated 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 have been offered a temporary transitional duty assignment due to a

SUBJECT: SICK LEAVE—LICENSED

work-related injury, who refuse the temporary transitional duty assignment, will not be eligible for Sick Bank.

b. First-year employees are not eligible to participate in the sick bank.

4. Calculating sick leave allowances

- a. Employees hired after a contract year has started shall receive sick leave benefits on a prorated basis for the remainder of that year. (For example, an employee who is on contract for 50 percent of the contract year would be eligible to receive 50 percent or 5 days of the 10-day annual sick leave allowance.)
- b. When calculating sick leave allowances in subsequent years, employees shall be awarded a full year of service for the first partial year of employment if their hire date is prior to January 1. If their hire date is after January 1, no service shall be awarded for the first partial year of employment.

5. Sick leave benefits during approved absences

- a. Interruptions of work for sabbatical leave, educational leave, or other authorized leaves shall not be considered a break in continuous service. 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.
- b. Employees returning from authorized leaves shall receive sick leave benefits according to the policy in force at the time the leave began except when the policy is changed as a result of negotiations.

6. 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 immediate family or critically ill person residing on a permanent basis in the employee's home.

- a. 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 in the Human Resources Department.
- b. Employees may not apply for critical family illness benefits until two (2) personal leave days and all family leave benefits are used. Employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) accumulated personal leave days in any contract year as set forth in DP335, Personal Leave—Licensed.
- c. In cases of extended critical illness, employees may apply for additional days beyond the twelve (12) day allowance.
 - (1) If circumstances warrant it, the Sick Leave Bank Review Committee may authorize additional days equal to the number of unused family days available at the beginning of the critical illness. (A maximum of 3.)
 - (2) Employees who have exhausted two personal leave days, and family leave benefits, but who must continue to deal with a critical family care (as defined in item 5 above) may apply to the Sick Leave Bank Review Committee for additional days. One additional day may be granted for each year of service in the District up to a maximum of fifteen (15) days. If additional days are granted, only the cost of a long-term substitute shall be deducted from the educator's pay.
 - (3) For those employees hired prior to July 1, 1977, the Sick Leave Bank Review Committee may allow the use of sick leave days for a critical family care (as defined in item 5 above). One additional day may be granted for each year of service in the District up to a maximum of 12 days. If additional days are granted, only the cost of a long-term substitute will be deducted from the educator's pay. This will remain in effect until June 30, 2007.

SUBJECT: SICK LEAVE—LICENSED

7. Use of sick leave for adoption
 - a. 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 in the Human Resources Department.~~ Employees may use up to a maximum of ~~twenty (20)~~ twelve (12) days critical family leave at the time of actual custody of the child.
 - b. Employees may not apply for critical family care benefits until two personal leave days and family leave benefits are used. Employees will be allowed to use up to five (5) personal leave days, but may not use more than five (5) accumulated personal leave days in any contract year as set forth in DP335, Personal Leave—Licensed.
 - c. Any additional leave must fall under the guidelines of DP322, Family Medical Leave Act.
 - d. Part-time employees (half-time or more) may be granted up to a total of twelve (12) weeks leave (paid and non paid, including any off track time to continue to care for an adopted infant).
 - (1) During the leave period, the District shall continue to pay its portion of the employee's group health insurance premium. An employee on leave must continue to pay his/her portion of the health insurance premium in order to keep coverage in effect.
 - (2) An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the leave. An employee will not lose any seniority or employment benefits that accrued before the date the leave began.
 - (3) If an employee fails to return to work after the leave has ended, the District may recover the health insurance premium paid by the District on the employee's behalf.
- B. Employee-Funded Sick Leave Bank
 1. Establishment of the sick leave bank
 - a. Each year, all participating employees (years 2 and beyond) in the accumulated sick leave program will donate one (1) sick leave day, unless the employee has opted out, to be placed in the sick bank.
 2. Use of the sick leave bank
 - a. The sick bank is not intended to be used for short-term, in-and-out absences, elective medical procedures or other medical care that could be scheduled during non-contract time.
 - b. Medically documented intermittent leave for long-term illness may be approved.
 - c. Days from the sick leave bank shall be granted to eligible employees only after all accrued sick leave, family leave, and personal leave days have been used.
 - d. Employees will be required to sign a release of medical information when making application to the sick leave bank. Sick leave bank members must sign a confidentiality agreement to protect employees' medical information and confidentiality.
 - e. A combination of continuous years of service and accumulated sick leave days shall be used to determine the number of sick bank days which an employee qualifies to receive and any pay loss to be sustained. (Years of service shall be computed in accordance with established guidelines for salary step movement.)
 - f. Employees are not eligible to participate in the sick bank until 12 months after the date of employment.
 - g. Employees who have been offered a temporary transitional duty assignment due to a work related injury, who refuse the temporary transitional duty assignment, will not be eligible for Sick Bank.
- C. Sick Bank Allowances
 1. Second Year Employees

P O L I C Y

SUBJECT: SICK LEAVE—LICENSED

- a. Second year employees shall be allowed up to 10 sick bank days at full pay according to the following schedule:

<u>Days of Accumulated Sick Leave at Beginning of Long-Term Absence</u>	<u>Number of Days that Long-Term Substitute Costs Will Be Deducted</u>	<u>Sick Bank Days Allowed At Full Pay</u>
13 plus	0	10
12	1	9
11	2	8
10	3	7
9	4	6
8	5	5
7	6	4
6	7	3
5	8	2
4	9	1
3 or fewer	10	0

- b. After all sick bank days allowed according to the schedule listed under item a. are used, second year employees may be granted up to 10 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
- c. In cases of catastrophic illness or injury, the Sick Bank Committee may grant second year employees up to 20 additional days of sick bank after all sick bank days provided under items a. and b. are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.

2. Third Year Employees

- a. Third year employees shall be allowed up to 40 sick bank days at full pay according to the following schedule:

<u>Days of Accumulated Sick Leave at Beginning of Long-Term Absence</u>	<u>Number of Days that Long-Term Substitute Costs Will Be Deducted</u>	<u>Sick Bank Days Allowed At Full Pay</u>
15 plus	0	40
14	1	39
13	2	38
12	3	37
11	4	36
10	5	35
9	6	34
8	7	33
7	8	32
6	9	31
5	10	30
4	11	29
3	12	28
2	13	27
1	14	26
0	15	25

SUBJECT: SICK LEAVE—LICENSED

- b. After all sick bank days allowed according to the schedule listed under item a. are used, third year employees may be granted up to 40 additional sick bank days if circumstances warrant it. The cost of a long-term substitute shall be deducted for each additional day used under this option.
 - c. In cases of catastrophic illness or injury, the Sick Bank Committee may grant third year employees sufficient sick bank days to cover their transition to long-term disability after all of the sick bank days provided under items a. and b. are exhausted. The cost of a long-term substitute shall be deducted for each additional day used under this option.
 - 3. Employees with four or more years of service shall be allowed up to 120 days from the sick bank at full pay less the cost of the substitute for each day the employee falls below 15 days of accumulated sick leave at the beginning of the long-term absence. (A maximum of 15 days' long-term substitute costs will be deducted.)
 - 4. Sick bank limitations
 - a. Prior to granting sick bank days, an employee shall agree in writing to repay compensation at his/her daily rate of pay for sick bank days used or granted if he/she terminates employment with the district for other than medical reasons before completion of the current and succeeding contract year.
 - b. 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.
 - c. A second opinion may be required with any costs not covered by insurance borne by the District.
 - d. When an employee requests sick bank days more than once within a 48-month period for an unrelated illness, a three (3)-day loss of pay shall be required before sick bank days are granted. Use of sick bank days shall be limited to 120 days within a 48-month period. The employee will also be required to meet all other qualifying criteria.
 - e. Under catastrophic conditions, employees may appeal to the sick bank committee for a waiver of pay loss provisions. The committee shall review the employee's attendance record and other related factors and either grant or deny the waiver based on the findings. No appeal beyond the sick bank committee is provided.
 - D. Sick Leave Review Board
 - 1. A Sick Leave Review Board shall be organized to review issues related to sick bank usage and cases of suspected sick leave abuse.
 - 2. The Sick Leave Review Board shall be composed of one administrator appointed by the superintendent and two members appointed by the president of the licensed employee agent.
 - E. Abuse of Sick Leave
 - 1. Administrators shall periodically review sick leave usage.
 - 2. If an abuse of sick leave is suspected, the administrator shall confer with the employee and, if necessary, ask the Sick Leave Review Board to review the case. Cases will be reviewed according to Administrative Guidelines developed by the Sick Leave Review Board.
 - 3. If it is determined that an abuse of sick leave has occurred, the following actions shall be taken:
 - a. The sick leave benefits which were paid inappropriately shall be reclaimed from the employee.
 - b. The employee shall be suspended for five (5) days without pay during the next pay period.
 - c. A reprimand shall be entered in the employee's personnel file.
 - 4. A second proven abuse of sick leave may result in immediate termination.

SUBJECT: SICK LEAVE—LICENSED

F. Payment for Sick Leave

1. In order to receive full pay for work missed due to illness or injury, employees shall complete an absence form which is approved by the immediate supervisor and submitted to the Payroll Department for processing.
2. Employees may be required to verify the nature and duration of an illness or injury with a doctor's certificate.

G. Notification of Absence

1. Employees are required to notify their immediate supervisor as soon as they know that they will be absent from work.
2. If a substitute must be hired, the employee shall see that the Human Resources Department is notified no later than 6:30 a.m. on the day of the absence.