

# Davis School District Policy and Procedures

**Subject:** 9CA-Classified Agreement 2019-2020  
**Index:** Negotiated Agreement  
**Revised:** July 1, 2019

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**1. GENERAL PROVISIONS**

**1.1. BOARD OF EDUCATION AND ADMINISTRATIVE STAFF**

The administration and supervision of the activities in the school system are delegated by the Board of Education of the Davis School District (Board) to its administrative officers. It is the responsibility of these officers to carry out the policies adopted by the Board and to manage the actual work being done in the school system.

**1.2. SCHOOL PRINCIPALS**

1.2.1. All custodians and other building workers are under the principal's direction. No one should initiate any activity in a school building without making arrangements with the principal.

1.2.2. It is the principal's constant responsibility to relate, interpret, and maintain the responsibilities of the administration and the Board before all employees within his/her school.

**2. NEGOTIATIONS**

2.1 The Board recognizes the Davis Educational Support Professionals (DESP) as the exclusive representative of the classified employees (except as herein provided) as determined by Davis School District Board Policy. Any individual employee shall have the right to present grievances, with or without representation by the Association, in accordance with the Grievance Procedure provided. Nothing in this Agreement shall be so construed as to deprive any individual of his/her rights under neither the Utah Right to Work Law nor his/her rights as set forth in Title VII of the Civil Rights Act or under Title 34, Utah Code Annotated or amendments thereto. The Board shall continue to recognize the Association as the exclusive representative for the term of this Agreement or any renewal thereof as long as there is verification of representation.

2.2 Excepted personnel shall include: Substitutes; Temporary Seasonal Employees; PARC employees working contracts set aside for the rehabilitation of people with disabilities; Supervisors; Directors; Assistant Superintendents; Business Administrator; Superintendent. Classified School Technology Specialists shall be paid according to District Salary Table 6 but are otherwise covered under the provisions of this agreement.

2.3 Policy issues will be negotiated every even numbered year and limited to ten (10) such items per party on odd numbered years unless State and Federal statutes or State School Board Policies require such negotiation. This will not preclude discussion of proposed changes at any time through the liaison process.

2.4 Salary and benefit items will be negotiated every year.

**3. COMPENSATION**

**3.1. PAYROLL PROCEDURES**

3.1.1. Payroll is made through direct deposit. The payroll period for full-time employees is from the first of the month to and including the last day of the month. The payroll period for part-time employees is from the day following the last paid day of the preceding month through the 15<sup>th</sup> of the current month or three (3) working days prior to the date payroll direct deposits are made, whichever occurs first.

3.1.2. The monthly payroll absence reporting period ends the 15<sup>th</sup> of the month or three (3) working days prior to the date payroll direct deposits are made, whichever occurs first.

3.1.3. Payroll direct deposit shall be made on the last banking day of the month.

- 3.1.4. When employees resign or otherwise terminate their district employment, the effective date of their termination shall be the last date actually worked unless the termination occurs during or at the conclusion of a district-approved leave of absence or during non-contract periods.

**3.2. PAYMENT FOR EXTRA SERVICES**

- 3.2.1. Any payment made from individual school funds to personnel for services performed must be processed through the District payroll office. Payment for services beyond regular responsibilities must have prior approval of the Superintendent.
- 3.2.2. Part-time employees may work beyond their normal authorized hours through extra duty assignments, substituting within their own job classification, or substituting for other job classifications. However, the District reserves the right to limit the total number of hours that may be worked. Compensation for extra duty shall not be considered as “salary” or “wages” regardless of the fact that it shall be based on job description compensation classifications for duties performed. Extra duty assignments may be modified or changed at any time. Compensation for extra duty may be withdrawn at any time. Receipt of compensation for extra duty shall establish no right, expectation, or requirement that such assignment and compensation will continue in the future.

**3.3. SALARY SCHEDULE**

**3.3.1. Schedule Adjustments**

- [a] Negotiated salary increases for all classified employees shall become effective on July 1st of each contract year unless negotiations are not completed by that date. If negotiations are completed later than July 1st with an agreement to make a retroactive adjustment for salary increases, the adjustment shall be made for all classified employees.
- [b] Employees who are being paid beyond the top of the lane classification for their position shall receive one-half the cost of living adjustment awarded other classified employees until their salary is within the lane’s salary range.
- [c] Salary schedules are included below.

Davis School District Support Salary Table  
2019-2020

Step	GRADE																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	11.83	12.41	13.04	13.69	14.38	15.08	15.85	16.64	17.48	18.34	19.26	20.23	21.25	22.31	23.41	24.58	25.82
2	12.09	12.69	13.32	13.98	14.70	15.42	16.18	17.01	17.85	18.74	19.68	20.67	21.71	22.79	23.92	25.11	26.38
3	12.34	12.96	13.61	14.30	15.00	15.74	16.54	17.39	18.24	19.15	20.11	21.12	22.19	23.29	24.44	25.66	26.95
4	12.61	13.24	13.91	14.59	15.34	16.09	16.91	17.76	18.64	19.57	20.54	21.57	22.66	23.79	24.96	26.22	27.54
5	12.87	13.52	14.20	14.92	15.66	16.45	17.25	18.13	19.03	19.99	20.99	22.04	23.15	24.29	25.50	26.78	28.13
6	13.16	13.83	14.51	15.24	16.01	16.78	17.63	18.53	19.44	20.42	21.44	22.51	23.65	24.83	26.04	27.36	28.73
7	13.44	14.11	14.83	15.57	16.35	17.15	18.02	18.93	19.86	20.86	21.90	23.00	24.17	25.36	26.61	27.96	29.35
8	13.73	14.42	15.15	15.90	16.70	17.52	18.40	19.34	20.29	21.31	22.37	23.50	24.69	25.92	27.17	28.55	29.98
9	14.03	14.74	15.47	16.24	17.06	17.91	18.80	19.76	20.73	21.77	22.86	24.00	25.23	26.47	27.76	29.18	30.63
10	14.34	15.04	15.82	16.59	17.44	18.29	19.21	20.19	21.18	22.24	23.35	24.51	25.78	27.05	28.37	29.81	31.29
11	14.63	15.38	16.15	16.96	17.81	18.69	19.63	20.63	21.64	22.72	23.85	25.04	26.33	27.62	28.97	30.46	31.97
12	14.96	15.70	16.51	17.32	18.20	19.10	20.06	21.07	22.10	23.20	24.38	25.57	26.90	28.21	29.60	31.11	32.66
13	15.29	16.05	16.88	17.68	18.58	19.51	20.49	21.53	22.59	23.70	24.90	26.12	27.49	28.83	30.24	31.79	33.35
14	15.62	16.39	17.22	18.07	18.99	19.91	20.93	21.99	23.09	24.22	25.43	26.69	28.08	29.45	30.90	32.47	34.09
15	15.95	16.74	17.60	18.47	19.39	20.34	21.38	22.46	23.59	24.75	25.98	27.27	28.68	30.08	31.56	33.17	34.81
16	16.30	17.11	17.99	18.86	19.81	20.78	21.84	22.94	24.10	25.29	26.54	27.86	29.31	30.73	32.24	33.88	35.57
17	16.64	17.48	18.36	19.26	20.24	21.23	22.31	23.44	24.63	25.83	27.11	28.46	29.94	31.40	32.94	34.62	36.34
18	17.01	17.85	18.76	19.68	20.68	21.70	22.79	23.95	25.16	26.39	27.69	29.07	30.59	32.07	33.66	35.36	37.13
19	17.39	18.24	19.17	20.11	21.13	22.18	23.29	24.46	25.72	26.96	28.29	29.71	31.24	32.77	34.37	36.13	37.93
20	17.76	18.64	19.59	20.54	21.58	22.65	23.79	24.98	26.27	27.55	28.90	30.35	31.93	33.48	35.12	36.90	38.75
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3.3.2. Placement of Employees

- [a] New employees shall be placed on the first step of the appropriate salary schedule lane. However, the Superintendent may authorize a higher step in situations where:
  - (i) a fully qualified applicant cannot be recruited at the first step of the pay schedule;
  - (ii) the Superintendent determines that the District's best interests would be served by granting a higher step.
- [b] Former District employees who are rehired into a position on the same grade or lower grade than the position previously held less than two (2) years after leaving the District shall be placed on a comparable salary step to the one they were on before leaving. Employees who return after two (2) year shall be penalized one salary grade on the appropriate lane for each year they were gone. District retirees rehired effective July 1, 2000, or later, in the same category will not be placed above step eleven (11).

- [c] Individuals who are re-employed by the District without missing any contract work days between the last day of their previous position and their new position will be treated as reassignments, not rehires, for the purposes of salary schedule placement only. This does not apply to seasonal employees.
- [d] Addendum #1 is a position classification listing identifying job titles and salary schedule lane placement.

### 3.3.3. Anniversary Date and Merit Step

- [a] The anniversary date is the date an employee is eligible for merit step consideration. Employee anniversary dates are determined by the date of employment in a position. If employment in a position begins prior to the 15th of the month, the anniversary date is the 1st of that month. If employment in a position begins on or after the 15th, the anniversary date is the 1st of the following month. (Employees hired prior to July 1, 1983, were given an anniversary date of July 1.)
- [b] The anniversary date of an employee shall be adjusted when:
  - (i) an employee changes to a new job classification on a different salary schedule lane. (In this case, the anniversary date shall be adjusted according to the procedure above.) The anniversary date of an employee reclassified as a result of the "Job Review Procedure" will not be adjusted;
  - (ii) an employee's absence exceeds three consecutive months in any one contract year of service. (In this case, the anniversary date shall be adjusted on a month-for-month basis.)
- [c] Merit step placement is not based on years of service.
- [d] Employees are eligible to advance one merit step after working the equivalent of one consecutive contract year of service in a job classification.
- [e] Employees who voluntarily transfer at the same time as their anniversary date shall be eligible for a one-step merit increase consideration regardless of any salary adjustment resulting from their transfer.

### 3.3.4. Change in Position or Classification

- [a] When employees are promoted to a position on a higher salary lane, they shall be placed on the lowest step that will result in a minimum five percent (5%) salary increase. If the promotion is effective within three (3) months prior to their anniversary date, their merit step shall be awarded prior to the change in anniversary date and promotional salary increase.
- [b] When employees voluntarily return to a previously held position in the same job category as the supervisory position to which they were promoted, they shall be placed in the appropriate lane on the step they were on prior to the promotion plus one additional step for each merit step they received while in the supervisory position. When employees transfer to a lateral or lower position on the salary schedule, they shall be placed in the appropriate lane on the same step they were on prior to the transfer. If the change in position is effective within three (3) months prior to their anniversary date, their merit step shall be awarded prior to the change in anniversary date. This is not applicable to demotions.
- [c] If an employee or the employee's supervisor determines that the job description does not adequately reflect the major responsibilities and duties actually assigned, the job description and the salary lane classification of the position may be reviewed through the "Job Review Procedure."

### 3.3.5. Job Review Procedure

- [a] Step 1 - Job Review Form  
An employee requesting a Job Review should complete a "Job Review Form" indicating sufficient reasons and evidence for making the request. In completing the form, the employee should include a written explanation and description of any significant differences between the official job description and the employee's current duties and responsibilities.
- [b] Step 2 - Supervisory Review  
The employee should review the completed Job Review Form with his or her principal or department director. The principal's or department director's signature on the form indicating acknowledgment of the employee's duties and responsibilities is required before the form may be submitted for further review.
- [c] Step 3 - Submit Form to Human Resources Department  
The employee requesting a job review should submit the completed Job Review Form to the Human Resources Department by March 1. The department shall review proposed changes to assure that the additional duties and responsibilities are appropriate for the position, the Human Resources Department will return the form to the employee's principal or department director and address the concerns.
- [d] Step 4 – Job Review Committee  
The Job Review Form will be reviewed by the Job Review Committee. The Job Review Committee will be comprised of an administrator from the Human Resources Department, two other district administrators appointed by the Superintendent or the Superintendent's designee, the DESP president, and two other DESP member representatives appointed by DESP.  
The Job Review Committee shall consider whether or not:  
(i) the format of the review form has been properly observed;  
(ii) questions raised have been covered by prior actions of the committee;  
(iii) further administrative steps should be taken before sending the request to the next step;  
(iv) the request is significantly lacking in merit, whereby employees shall be informed their request has been denied;  
(v) the request should be sent to the next step for further review.
- [e] Step 5 – Job Review Assessment  
The Job Review Committee will gather information regarding the position being reviewed. This information may include, but is not limited to, a Job Assessment Tool form completed by the employee, information provided by the employee's supervisor, job market data, and other relevant information. Based on their review of the information about the position, the Job Review Committee will determine:  
(i) Whether the current job description for the employee should be modified, and if so, whether reclassification to a higher grade on the Support Salary Table is appropriate;  
(ii) Whether reclassification to another existing job classification is appropriate; or  
(iii) No change or further action is warranted.
- [f] Step 6 – Reclassification Recommendation  
If the Job Review Committee determines that a reclassification to a higher grade on the Support Salary Table is appropriate, the Committee will recommend that change to the Assistant Superintendent over classified personnel for final approval.
- [g] Step 7 – Implementation  
If the recommended placement on a higher grade on the Support Salary

Table is approved by the Assistant Superintendent, the employee affected shall be moved to the new grade and placed on the step that gives him or her a salary increase closest to five percent (5%). The reclassification shall be effective July 1<sup>st</sup>.

[h] Step – 8 Notification

The employee requesting the job review shall be notified by the Job Review Committee of the final decision regarding his or her request and any resulting action.

3.4. **SPECIFIC PAYROLL ADJUSTMENTS**

3.4.1. Transportation Employees

[a] Bus Drivers

Bus drivers shall be paid their regular rate of pay for all runs except field and activity trips for which they shall be paid on Table 9, Lane 8, Step 4. Drivers are required to take any requested in-district extra trip during the time frame of their established route and shall be paid a minimum of one hour call-out at regular pay if run extends beyond allotted time.

(i) Summer runs and year-round bus runs driven on a regular basis shall be paid a minimum two (2) hour call out time in the a.m. and p.m.

(ii) Bus drivers hired on regular contract, if coming from the substitute list, shall move to Step 1 on the appropriate bus driver lane.

[b] Bus Assistants

Bus assistants shall be paid a minimum two (2) hour call out time for a.m. and p.m. runs and a minimum one (1) hour call out time for kindergarten or midday runs.

[c] Mechanics

Transportation Department Mechanics required to work on District recognized holidays and/or for emergency call out such as stranded buses or similar unplanned emergencies shall be compensated for a two (2) hour minimum. Time worked under this provision shall be compensated at time and a half at the employee's option of compensatory time or wages.

[d] Daily authorized hours for bus drivers and bus assistants at the end of a school year will remain unchanged until November 1<sup>st</sup> of the following school year. On November 1<sup>st</sup>, the daily authorized hours will be changed to reflect the routes that have been assigned as of that date.

From the beginning of the school year through November 1<sup>st</sup>, the Transportation Department will attempt to give additional work assignments to bus drivers and bus assistants if their authorized hours are greater than their actual assigned route hours. For any hours not made up by November 1<sup>st</sup>, bus drivers and bus assistants will continue to have the opportunity to make up those hours until March 15<sup>th</sup>. When assigning any extra duty work, priority will be given to those needing to make up time. Bus drivers' and bus assistants' paychecks will be adjusted for any hours not made up by March 15<sup>th</sup>. When programs are not running, bus drivers and bus assistant will have the responsibility to input any changes to their base hours into the Department payroll system. The Transportation Department will make every effort to make as many routes as possible available for selection by drivers and assistants prior to November 1<sup>st</sup>.

3.4.2. Nutrition Services

[a] Contracts of all Nutrition Service Managers shall include two (2) days prior to

- the beginning of the school year to be used as preparation days.
- [b] Nutrition Services employees shall be paid their regular rate of pay when they work regular or sub hours in any district kitchen.
  - [c] Nutrition Services employees participating in the department's manager training program will be paid an additional stipend of \$2.00 per hour when substituting for a Nutrition Services Manager.

#### 3.4.3. Custodial Employees

- [a] Full-time custodial employees who are required by uncontrollable circumstances to work beyond their normal forty (40) hours per week for snow removal will be allowed the option of comp time or time and one-half pay for the time worked over forty (40) hours per week. Work on District recognized holidays or weekends for snow removal shall be compensated for a two (2) hour minimum and shall be paid at the rate of time and one-half at the employee's option of compensatory time or wages.
  - (i) The principal shall be responsible to approve and monitor all hours worked over forty (40) hours per week.
  - (ii) Whenever possible, part-time custodial employees shall be assigned snow removal responsibilities. Part-time custodial employees will be compensated for a two (2) hour minimum only if they are called out on District recognized holidays and/or weekends, in which case they will be compensated at time and one-half at the employee's option of compensatory time or wages.
- [b] Custodial employees required to work on District recognized holidays and/or for emergency call out such as pipe breakage, flooding, or similar unplanned emergencies, shall be compensated for a two (2) hour minimum. Time worked under this provision shall be compensated at time and a half at the employee's option of compensatory time or wages.
  - (i) If schools are closed for unusually heavy snow by the Superintendent, the head custodian shall report to his/her school as soon as possible for snow removal and do as much as possible to assure that school can be held the next day. If problems arise, the principal and custodial coordinator shall be notified.
- [c] Weekend and holiday building checks shall be scheduled as a portion of regularly authorized work hours. The time allowed for a building check is one half hour for an elementary school and one hour for a secondary school. Building checks may be assigned to full or part-time custodians. A travel reimbursement of twenty dollars (\$20) per day shall be paid for each weekend or holiday building check.

#### 3.4.4. Maintenance Employees

Maintenance employees required to work on District recognized holidays and/or for emergency call out such as pipe breakage, flooding, snow removal or similar unplanned emergencies, shall be compensated for a two (2) hour minimum. Time worked under this provision shall be compensated at time and a half at the employee's option of compensatory time or wages.

#### 3.4.5. Certification/Licensure Stipend

Employees who have earned a job related certificate and/or license may qualify for a stipend of three percent (3%) or five percent (5%).

- [a] Criteria
  - (i) "Certificate" or "license" must be specific to current job.
  - (ii) The certificate or license must be issued by a recognized state or

- (iii) national level trade or professional institution.
  - (iii) The certificate or license and the knowledge/skill outcomes from the certificate or license must be beyond job description requirements.
  - (iv) Requirements for certificate or license must be completed primarily on employees' own time.
  - (v) The five percent (5%) stipend may be awarded for certificates or licenses that require the equivalency of 18 semester credit hours or 800 seat hours of instruction. Programs requiring less credit hours or seat hours of instruction may qualify for the three percent (3%) stipend.
- [b] Application Process
  - (i) Employees who meet the criteria may request certification/licensure stipends by completing and submitting an application to the Human Resources Department. The application includes a list of certificates/licenses for which a stipend has already been approved by the Classified Certification Committee.
  - (ii) Applications will be reviewed quarterly by the Classified Certification Committee. The committee will make a recommendation to the superintendent on certification/licensure stipend awards.
  - (iii) Application deadlines are the first working day of January, April, July and October. Applications received after the first working day of each quarter will be reviewed the following quarter.
- [c] Maintaining Certification/Licensure Stipend
  - (i) Employees must submit documentation of renewal for expired certificate/license to the Classified Certification Committee. Failure to submit documentation at the time of expiration may result in loss of the certification/licensure stipend.
  - (ii) Stipends shall not continue when an employee changes to a position where the certificate/license is not job related.

**3.5. OVERTIME**

- 3.5.1. Fair Labor Standards Act (FLSA): It is the policy of the District to comply with the overtime provisions of the FLSA of 1938, as amended. Each principal, department head, and supervisor is responsible for ensuring compliance with the Act in his or her school, department, or office.
- 3.5.2. Definition: Any time worked in excess of forty (40) hours in any one work week will be considered overtime. A work week is defined as Sunday through Saturday. Only hours actually worked in a work week will be used in determining overtime. Vacation, sick leave, holidays, and other similar leaves will not be considered in calculating overtime. (See section 3.4 for specific payroll adjustments when employees are required to work on District recognized holidays and/or for emergency call out).
- 3.5.3. Assignment: All overtime worked must be specifically assigned by an employee's supervisor and approved in advance. (The only exceptions allowed are in bona fide emergency situations when overtime is unavoidable and supervisors cannot be contacted for approval.) It is the District's policy to discourage the use of overtime and to keep overtime to the barest minimum commensurate with the District's best interests. Supervisory personnel should organize their department workloads to minimize overtime.
- 3.5.4. Compensation:
  - [a] For non-exempt employees covered under the overtime provisions of the

FLSA, overtime will be compensated by allowing compensatory time off at the rate of time and one-half (for example, 1.50 hours of comp time for every overtime hour worked).

- (i) Employees will not be allowed to accrue more than 240 hours of compensatory time.
  - (ii) In exceptional circumstances when the working of substantial amounts of overtime cannot be avoided, the superintendent may approve payment for overtime at the rate of time and one-half the regular rate of pay.
  - (iii) Earned overtime shall not be lost if the employee transfers to a new position or location. Whenever possible, employees should arrange to use compensatory time before being transferred to another location. Upon termination, the employee shall be compensated for any unused overtime.
- [b] No overtime compensation will be granted to administrators and other supervisory and professional employees exempted from FLSA overtime coverage.
- (i) However, overtime for these exempt employees may be compensated by allowing straight (hour for hour) compensatory time off for the amount of overtime worked.
  - (ii) Any exceptions must be approved by the Superintendent's office.
- [c] Scheduling. It is the responsibility of each principal, department head, or supervisor to schedule the use of compensatory time off for exempt employees, and such time off can only be taken with the prior approval of the appropriate supervisor.
- [d] Reporting. Complete, accurate records of all overtime worked must be kept by each school and department. All overtime hours should be reported on payroll time sheets.

### 3.6. EDUCATIONAL REIMBURSEMENT

A committee comprised of six members selected by the Superintendent or designee, three of whom shall be among those nominated by the Association, shall determine what requests to recommend to the Superintendent for training funding. Total new reimbursement funding shall not exceed \$36,000 per calendar year.

### 3.7. ANNUITY PROGRAM

- 3.7.1. Full-time and part-time employees of the District may make payroll deductions to District approved tax deferred programs.
- 3.7.2. The enrollment period is August 1st through May 15<sup>th</sup> for nine (9) month employees. Employees who work twelve (12) months may enroll and cancel by the 15<sup>th</sup> of any month during the year.
- 3.7.3. The deadline for establishing new annuities, changes, and cancellations is the 15<sup>th</sup> of the month.

### 3.8. TRAINING

The District shall provide in-service classes and training for employees. Employees attending mandatory training shall be compensated for time spent in the training.

### 3.9. TRAVEL REIMBURSEMENT POLICY

The following shall apply for reimbursement of automobile expenses for travel:

- 3.9.1. The standard rate of reimbursement per mile shall be established by the Board.

- 3.9.2. Employees who use their own vehicle and are assigned duties by the District at more than one location on the same day shall be reimbursed travel from the first location to each subsequent location. This does not apply to employees who voluntarily apply for and accept positions at more than one District location.
- 3.9.3. Travel to required or assigned District meetings held on a continuing basis (more than four (4) times during the school year) shall be reimbursed annually.
- 3.9.4. Request for travel reimbursement must be submitted no later than the last working day of July for any travel completed in the preceding fiscal year.

**3.10. UNIFORM, TOOL, TRAINING AND TRAVEL ALLOWANCES**

- 3.10.1. Nutrition service employees shall receive a uniform allowance as recommended annually by the School Nutrition Service Uniform Committee. Committee recommendations shall stay within the established budget using the previous year's budget as a guideline. Manufacturer, styles and colors will be recommended by the uniform committee. Uniforms and shoes will be bid separately.
- 3.10.2. Mechanics shall receive a \$1,200 tool allowance annually.
- 3.10.3. The custodian in each building who is responsible for weekend and holiday building checks will be given twenty dollars (\$20.00) per required check in consideration of travel to and from the building.
  - [a] With prior notice, the District may eliminate building checks for designated buildings with electronic monitoring systems.
  - [b] Before building checks are eliminated, the District shall provide an opportunity for response from principals, head custodians, and custodial coordinators affected by the change.
- 3.10.4. The District shall provide uniforms for full-time maintenance, capital outlay, warehouse, van drivers and custodial employees (this does not include employees in administrative and clerical positions). Each employee group, as designated above, shall form a committee to recommend manufacturer, style, and other aspects of the uniform or special clothing needs. Clothing purchase recommendations, within the established budget, shall be made to the Department Budget Managers.
- 3.10.5. The rate of pay for Classified Employees who are required in writing by the District Administration to attend workshops or in-service training outside of the regular contract shall be paid their regular rate of pay per workshop hour. Mandatory workshop attendance outside contract time shall be paid at the regular hourly rate of the employee.
- 3.10.6. The District will pay the cost of obtaining the CDL driver's license and, once every two (2) years, the cost of the required physical for employees who are required to obtain the license.

**4. BENEFITS**

**4.1. GROUP INSURANCE**

**4.1.1. Coverage**

Summary plan descriptions and additional information are available on the district web site at [www.davis.k12.ut.us](http://www.davis.k12.ut.us) or from the insurance companies. The District offers the following insurance coverage options to eligible employees:

- [a] Medical, including the District Wellness Program
- [b] Dental
- [c] Life

- [d] Long Term Disability
- [e] Short Term Disability
- [f] Vision

#### 4.1.2. Eligibility

- [a] Employees eligible to participate in the District group insurance plans include:
  - (i) Employees with an employment start date July 1, 2004, or later, working in a position that is:
    - (1) authorized for an average of thirty (30) or more hours per work week and authorized for at least 168 days each fiscal year; or
    - (2) authorized for an average of thirty (30) or more hours per work week and authorized for a total of at least 1,008 hours each fiscal year.
  - (ii) Employees with an employment start date and insurance eligibility date June 30, 2004, or earlier, working in a position that is:
    - (1) authorized for an average of twenty (20) or more hours per work week and authorized for at least 168 days each fiscal year; or
    - (2) authorized for an average of twenty (20) or more hours per work week and authorized for a total of at least 704 hours each fiscal year.
  - (iii) Employees with an employment start date June 30, 2004, or earlier, but not eligible for insurance July 1, 2004, working in a position that is:
    - (1) authorized for an average of thirty (30) or more hours per work week and authorized for at least 168 days each fiscal year; or
    - (2) authorized for an average of thirty (30) or more hours per work week and authorized for a total of at least 1,008 hours each fiscal year.
  - (iv) Employees working in a combination of positions that are:
    - (1) authorized for an average of thirty (30) or more hours per work week and authorized for at least 168 days each fiscal year; or
    - (2) authorized for an average of thirty (30) or more hours per work week and authorized for a total of at least 1,008 hours each fiscal year.
- [b] Eligible dependents include:
  - (i) Employee's spouse, if not legally separated from employee.
  - (ii) Employee's children under age 26.
    - (1) Employees, whose children are mentally disabled or have physical disabilities when insurance would end due to age, must provide proof of such incapacity and dependency directly to the insurance company. Based on documentation provided, the company may approve or deny continued eligibility.
    - (2) This must be done within thirty-one (31) days of the date the child's insurance ends.
- [c] Part-time employees who decline coverage when first eligible, but later experience a change in assignment or authorized work hours to thirty-seven and one-half (37.5) or more hours per work week, may apply to enroll within thirty (30) days of the change.

- [d] If an employee and his/her spouse work for the District, both employees may be eligible for medical and dental coverage. This coverage shall be provided under the name of one spouse only rather than as coordinated coverage for both. Effective January 1, 2016, if an insurance eligible employee and his/her insurance eligible spouse both work for the District, they may each elect to carry medical coverage as the primary member and may include his/her spouse and eligible children as dependents.
- [e] During a leave of absence insurance coverage eligibility is lost at the end of the month in which an employee:
  - (i) not eligible for family leave (defined in Section 4.3.6) exhausts approved paid leave (or has no available paid leave for the position). If the employee is insurance eligible as a result of combined positions, he/she loses insurance eligibility if leave is exhausted in a position that is needed to meet the insurance eligibility threshold;
  - (ii) eligible for family leave exhausts approved paid leave and is beyond the family leave period. If the employee is insurance eligible as a result of combined positions, he/she loses insurance eligibility if leave is exhausted in a position that is needed to meet the insurance eligibility threshold and he/she is beyond the family leave period.
    - (1) Note: Catastrophic sick leave and/or advanced paid leave approval provides paid leave only and does not provide for continuation of insurance eligibility.
- [f] To reinstate group insurance coverage lost during a leave of absence, an employee must provide the District insurance office with a written request within thirty (30) days of his/her return to active employment.

#### 4.1.3. Enrollment

Insurance eligible employees must attend a benefit information meeting and submit an insurance enrollment form to the Insurance Division of the Human Resources Department within thirty (30) days of their insurance eligibility date.

- [a] Employees who become eligible through a change in assignment or approved work hours must contact the Insurance Division within thirty (30) days of the status change, as well as attend a benefit information meeting and submit an insurance enrollment form within thirty (30) days of their insurance eligibility date.
- [b] Employees who do not apply for benefit coverage within thirty (30) days of their insurance eligibility date shall be subject to insurance benefit restrictions as outlined in the insurance contract.

#### 4.1.4. Effective Date

- [a] Insurance coverage for newly hired employees shall be effective the first day of the month following thirty (30) calendar days after the employment start date of the employee.
- [b] Insurance coverage for employees re-hired by the District into an insurance eligible position, or combination of positions, within twelve (12) months of separation from District employment (or resulting loss of insurance eligibility) shall be effective:
  - (i) the first day of the month if eligibility occurs on the first day of the month;
  - (ii) the first day of the following month if eligibility occurs on the second day of the month or later.
- [c] Insurance coverage for current employees shall be effective:

- (i) the first day of the month if eligibility occurs on the first day of the month;
  - (ii) the first day of the following month if eligibility occurs on the second day of the month or later;
  - (iii) the first day of the month following a thirty (30) calendar day waiting period if the employee loses insurance eligibility during a leave of absence or break in service and eligibility is not regained within twelve (12) months.
- [d] Employees must complete enrollment forms for insurance coverage in a timely manner. The effective dates indicated above do not apply to plans requiring specific underwriting.
- [e] Employees may opt to change their insurance coverage or plans during the open enrollment period.
- [f] If an employee terminates or when coverage eligibility is lost, insurance coverage shall terminate the last day of the month in which eligibility was lost. Coverage may be continued under COBRA provisions.

#### 4.1.5. Change of Status

- [a] Employees shall submit written notice of change of status to the District Insurance Division within thirty (30) days of the effective date of the change.
- [b] Change of status includes marriage, divorce, death of spouse, and addition or deletion of children subject to insurance coverage.

#### 4.1.6. COBRA

The District shall comply with COBRA legislation requiring the District to offer eligible employees and their families the opportunity to apply for a temporary extension of health and/or dental insurance coverage when coverage under the District's plan would otherwise terminate.

- [a] Eligible employees or family members have the responsibility to inform in writing the Insurance Division of the Human Resources Department within sixty (60) days of the following qualifying events for extension of coverage:
- (i) divorce;
  - (ii) legal separation;
  - (iii) death of a spouse or dependent;
  - (iv) a child losing dependent status under the provisions of the District group insurance plans.
- [b] Eligible employees or insured dependents may elect to continue health and/or dental insurance under COBRA when coverage under the District's plan would otherwise terminate due to employment termination, reduction in hours, or unpaid leave of absence.
- [c] Additional information regarding COBRA may be obtained from the Insurance Division.
- [d] Continuation of coverage other than health and dental insurance (i.e.: life, disability) is available only as provided in specific insurance contracts

#### 4.1.7. Premium

The District shall participate in the cost of insurance premiums for employees in positions, or a combination of positions, authorized for thirty-five (35) or more hours per work week according to the percentage contributions indicated below. Employees are financially responsible for their portion of insurance premiums. This amount shall be payroll deducted where possible. Part-time employees who are paid in ten (10) checks a year rather than twelve (12) shall have the annual premium deducted over nine (9) payroll checks. If coverage eligibility is lost, any pre-paid

premium amount shall be refunded. Insurance premium schedules may be reviewed on the District website or by contacting location insurance representatives.

- [a] A pro-rated premium contribution shall be paid for eligible, enrolled employees in a position, or combination of positions, authorized for fewer than thirty-five (35) hours per work week. The proration shall be calculated based on the percentage of a thirty-seven and one-half (37.5) hour work week the employee is authorized to work.
- [b] Medical Insurance Premium:
  - (i) Ninety-four percent (94%) of the employee premium and eighty-two percent (82%) of the dependent premium for the plan selected.
  - (ii) In addition to the required employee premium contribution based on the percentage contributed by the District as outlined above, employees enrolled in the District's medical insurance shall be required to pay a nominal monthly Wellness Program premium, the amount of which shall be determined by the District's Insurance Committee.
  - (iii) If an employee and his/her spouse work in insurance eligible positions for the District and elect to carry 2-party or family medical insurance coverage under the name of one spouse only with the other spouse covered only as a dependent of that spouse, the District shall pay one-hundred percent (100%) of the cost of the option selected for one of the employed spouses working in a position, or a combination of positions, approved for thirty five (35) or more hours per work week. Additionally, the District shall pay one hundred percent (100%) of the monthly Wellness Program premium for both employees. These contribution levels are in consideration of the fact that both individuals are insurance-eligible District employees. (In situations where one of the eligible, enrolled spouses is employed in a position, or a combination of positions, authorized for fewer than thirty-five (35) hours per work week, the District shall pay an appropriate pro-rated premium contribution reflecting the higher contribution level.
- [c] Dental Insurance Premium:
  - (i) Ninety-five percent (95%) of the employee premium and fifty percent (50%) of the dependent premium for a high option dental plan and a matched dollar amount toward a low option dental plan.
  - (ii) If an employee and his/her spouse work for the District, the District shall pay one-hundred percent (100%) of the premium for one of the employed spouses working in a position, or combination of positions, authorized for thirty-five (35) or more hours per work week. This higher contribution level is in consideration of the fact that both individuals are insurance-eligible District employees. (In situations where one of the eligible, enrolled spouses is employed in a position, or combination of positions, authorized for fewer than thirty-five (35) hours per work week, the District shall pay an appropriate pro-rated premium contribution reflecting the higher contribution level.)
- [d] Life Insurance Premium:

The entire cost of the policy for the face benefit amount of an eligible employee's annual base salary, or fifteen thousand dollars (\$15,000), whichever is greater
- [e] Long Term Disability Premium:

Fifty percent (50%) of the premium for employees in a position, or a

combination of positions, authorized for thirty-five (35) or more hours per work week. A pro-rated premium contribution shall be paid for eligible, enrolled, employees in a position, or combination of positions, authorized for fewer than thirty-five (35) hours per work week. The pro-ration shall be calculated based on the percentage of a thirty-seven and one-half (37.5) hour work week the employee is authorized to work.

4.1.8. Specific Insurance Adjustments

Bus Drivers and Bus Assistants authorized hours effecting insurance eligibility and premium proration shall be established on November 1, for the following twelve (12) month period. Weekly authorized hours shall be determined by calculating the total scheduled regular run hours in the twenty (20) work days preceding November 1 and dividing that number by four (4). For purposes of determining premium proration, the daily scheduled regular run hours used in determining the weekly authorized hours shall be rounded up or down to the nearest half hour. Once a Bus Driver's or a Bus Assistant's authorized hours are established, an adjustment shall be made in the authorized hours prior to the end of the school year only if the assignment is adjusted by three (3) hours or more per week. From the beginning of a new school year through October 31, a Bus Driver's or a Bus Assistant's insurance eligibility and premium proration shall remain the same as it was at the end of the prior school year.

4.2. **WORKERS COMPENSATION**

4.2.1. The District carries Worker's Compensation Insurance.

4.2.2. The school district shall supplement compensation to the amount of total contracted salary, extending through the employees' accumulated paid leave.

[a] Workers Compensation shall pay for absence due to injury beginning on the fourth day and continue during the absence as approved by the medical advisor. Employees shall use their sick leave charged on a day for day basis to cover the first three (3) days of absence which are not covered under industrial compensation. Compensation shall be retroactive to the first day of absence in cases where the absence exceeds fourteen (14) working days.

[b] Accumulated sick leave shall be charged at one-third day for each day of absence. In situations where employees do not have any accrued paid leave, the District shall not supplement workers' compensation.

4.2.3. The District shall continue to meet the District's share of employee benefits (life insurance, disability insurance, health insurance and retirement) during the District approved leave of absence. Employees shall continue to meet their share of the benefit payments in order to keep their benefits in force.

4.2.4. Sick leave and vacation/personal leave accumulate during period of absence when full compensation benefits are being received.

4.3. **LEAVE**

4.3.1. General Provisions

[a] Employees anticipating or experiencing an absence exceeding ten (10) consecutive work days shall request a leave of absence in writing (sent to the Human Resources Department) including purpose for the request and approximate leave dates.

[b] All applicable paid leave available to an employee shall be used prior to unpaid leave usage (with the exception of sick leave used for adoption

purposes). Employees on unpaid leave shall not receive holiday pay or continue to accrue paid leave. Employees that exhaust paid leave and take leave without pay (LWOP) may be subject to disciplinary action up to and including termination of employment.

- [c] Leave can be used only in the position in which it is earned unless that position is no longer held by the employee. In that case, an employee has the option of being paid for unused vacation and/or personal leave or maintaining the leave to be used in his/her current position(s).
- [d] Insurance coverage eligibility is lost at the end of the month in which an employee:
  - (i) not eligible for family leave (defined in Section 4.3.6) exhausts approved paid leave (or has no available paid leave for the position). If the employee is insurance eligible as a result of combined positions, he/she loses insurance eligibility if leave is exhausted in a position that is needed to meet the insurance eligibility threshold;
  - (ii) eligible for family leave exhausts approved paid leave and is beyond the family leave period. If the employee is insurance eligible as a result of combined positions, he/she loses insurance eligibility if leave is exhausted in a position that is needed to meet the insurance eligibility threshold and he/she is beyond the family leave period.

An employee may continue health insurance coverage by electing COBRA (refer to the insurance section). Other insurance coverage may be continued only as provided in the specific insurance contracts.

Note: catastrophic sick leave and/or advanced paid leave approval provides paid leave only and does not provide for continuation of insurance eligibility.

4.3.2. Sick Leave Policy

- [a] The sick leave policy provides full pay in cases of illness and personal bereavement. Sick leave eligibility is based on a single position, not a combination of positions.
  - (i) For eligible employees, working in a position authorized for six (6) or more hours per day, the following days per year shall be accrued:
  - (ii)

Employees	First three (3) years of employment	Succeeding years, beginning July 1st of fourth year
9 month	7 days	10 days
10 month	8 days	11 days
11 month	9 days	12 days
12 month	10 days	13 days

- (iii) Bus drivers hired in a position authorized for four and a half (4.5) or more hours per day prior to July 1, 1995, shall be eligible for sick leave. Bus drivers and bus assistants authorized hours effecting sick leave eligibility shall be established on November 1 for the following twelve (12) month period. Daily authorized hours shall be calculated by averaging total scheduled regular run hours in the twenty (20) work days preceding November 1. The daily authorized hours shall be rounded up or down to the nearest half hour except where rounding up would create sick leave eligibility. An adjustment shall be made in the authorized hours prior to November 1 of the following year if the assignment is adjusted by five (5) hours or more per week.

- (iv) Accumulation of days will be unlimited. For all classified employees, the totals shall be interpreted to be effective on July 1st although they are earned as employees work throughout the year. Employees who terminate or resign employment shall be required to repay the value of sick leave used but not yet earned.
  - (v) Only extended contract with continuous service within any given month which can be evaluated to equal one-half month or more of a regular school year service shall apply. Evaluation shall be at the discretion of the Superintendent.
  - (vi) Employees that lose eligibility to accrue additional sick leave shall be allowed to utilize sick leave from their accrued balance.
- [b] The sick leave policy is designed to assist personnel who have to remain away from work because of illness. The Board of Education, however, reserves the right to require verification of illness or disability from an employee's physician and if desired by a physician appointed by the Board.
- [c] The policy is designed by the Board to be used judiciously for illness of self and in the event of death or serious illness of an immediate member of the family, according to the following provisions:
- (i) The phrase, "an immediate member of the family" includes husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, and grandchild. (Exceptions that may be considered by the principal or supervisor: sister-in-law, brother-in-law, uncle, aunt, nephew, niece, first cousin, and those who have virtually held the position of an immediate member of the family.)
  - (ii) For any absence beyond one day in case of serious illness of an immediate family member other than spouse, parent, or child, approval must be secured from the Human Resources Department.
  - (iii) With the approval of the principal or supervisor, any employee under contract with the Board shall be entitled to a leave of absence for up to five (5) days from service in the event of death in the immediate family. Principals and supervisors shall have discretion in approving leave requests based on the particular needs and circumstances surrounding the death. Additional time may be allowed only by special permission from the superintendent. This bereavement leave shall be charged to sick leave. An employee with no available sick leave or ineligible for sick leave shall be allowed to use leave without pay.
  - (iv) Any absence not in the above-mentioned category may be charged to any vacation or personal leave balance. If there is no balance in those categories, it will be deducted at the prorated rate of yearly salary for each day.
  - (v) Personnel will receive monthly a leave and earnings statement including total sick leave accumulated and days used during the period. The statement may be verified by inspection of the individual school payroll report and/or the records of the District Accounting Office.
- [d] Employees who exhaust their accumulated sick leave may request from their principal or department head an advance of sick leave credit, but not to exceed five (5) days in any three (3) year period. If such credit is granted, the requesting employee must pay back the number of days during the following two (2) years by deducting days from unused accumulated sick leave. For employees who use sick leave credit and who cease employment, sick leave credit must be returned in cash and may be withheld from the employee's final pay check.

- [e] Classified employees who incur an extended illness which makes it impossible for them to fulfill their work duties may, upon request, be granted by the Board a leave of absence for up to one (1) year.
- [f] Upon death of an employee, the employee's estate shall receive a sum equal to twenty percent (20%) of the value of the total number of days of accumulated sick leave and based upon his/her position on the salary schedule.
- [g] Upon retirement, eligible employees may convert accumulated sick leave as specified in the Retirement Incentives provision under section 4.5.5.[c]

4.3.3. Classified Employees Catastrophic Sick Leave Bank

- [a] General Provisions. The District shall establish and manage a catastrophic sick leave bank from which eligible classified employees may draw leave under the conditions and restrictions outlined. Classified employees who wish to participate in the catastrophic sick leave bank program shall be required to contribute one (1) day of their available sick leave to the bank. The contribution must be made each year during the insurance open enrollment period, as designated by the District, by donating a day of sick leave through the District's electronic open enrollment process. If the bank has a substantial balance of days remaining at the end of the academic year, the Association and the District may agree to suspend the contribution requirement for one year. Any employee who did not previously participate in the bank but who desires to participate during the non-contribution year shall be required to donate one (1) day of sick leave through the District's electronic open enrollment process during the insurance open enrollment period, as designated by the District.
- [b] Eligibility. Employees who have contributed to the bank and who have depleted their sick leave, personal leave, vacation leave, and accrued compensation-time balances shall be eligible to receive consideration for sick leave from the bank.
- [c] Requests for use of the bank. All requests for sick leave from the bank must be in writing and must be addressed to the Human Resource Director. Requests may be submitted and approved any time after the required sick leave has been contributed. The requests must include the reasons for the request, written verification from the attending physician indicating the nature and severity of the illness or health problem along with the projected recovery date, and the number of sick leave days requested. The District reserves the right to approve requests, deny requests, or to approve only a portion of the leave days requested.
- [d] Criteria for Consideration. Only severe, extended illnesses and catastrophic medical problems shall be considered for leave withdrawals from the bank. Illnesses or medical problems of a short-term nature shall not be considered. Life-threatening illnesses or severe accidents requiring extended recovery periods shall be given first priority.
- [e] Maximum Use. Withdrawals from the bank shall not exceed one-hundred (100) leave days per employee for own illness or twenty (20) leave days for immediate family member illness during any consecutive twelve (12) month period. In addition, bank withdrawals shall not exceed these maximums cumulatively for the same illness, medical condition or recovery. For requests under the policy, "immediate family member" shall include husband, wife, son, daughter, father, mother, brother, sister. (Exceptions may be considered by the Superintendent for other relatives or for those who have virtually held the position of an immediate member of the family.)
- [f] Restrictions and Exclusions. The catastrophic sick leave bank cannot be

overdrawn. If insufficient days are available in the bank to cover withdrawal requests, the requests shall be denied regardless of severity or need. Employees who receive leave days from the bank based on falsified, untrue, or misleading requests and/or physician verifications shall be required to reimburse the District for leave days granted and used.

#### 4.3.4. Personal Leave For Less-Than-Twelve-Month Employees

- [a] Personal leave eligibility, accumulation, use and carry-over are based on a single position, not a combination of positions.
- [b] Employees are eligible for personal leave as follows:
  - (i) Two (2) days of personal leave shall be provided to employees working in a position less than twelve (12) months and authorized for thirty (30) or more hours per week. A day is defined as hours per day authorized for the position.
  - (ii) For employees who have continuously been in a position authorized for twenty (20) or more hours per week since June 30, 2013, two (2) days of personal leave shall be provided to those working in a position less than twelve (12) months and authorized for twenty (20) or more hour per week, as well as those working a position authorized for twelve (12) months between twenty (20) and twenty-nine (29) hours per week.
  - (iii) Bus drivers and bus assistants authorized hours effecting personal leave shall be established on November 1 for the following twelve (12) month period. Daily authorized hours shall be calculated by averaging total scheduled regular run hours in the twenty (20) work days preceding November 1. The daily authorized hours shall be rounded up or down to the nearest half hour. An adjustment shall be made in the authorized hours prior to November 1, of the following year if the assignment is adjusted by five (5) hours or more per week.
  - (iv) Eligible employees with fifteen (15) or more years of service in the District shall be granted one (1) additional day.
  - (v) Eligible employees who do not receive vacation leave and paid holidays, but who work two-hundred (200) or more days per school year shall receive two (2) additional days of personal leave per school year.
- [c] Personal leave may be used according to the following guidelines:
  - (i) Classified employees planning to use a personal leave day or days shall notify their principal/supervisor of their request to use personal leave as soon as possible.
  - (ii) The employee may be asked to explain the reason for any personal leave request for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions and limitations may be imposed on personal leave on such days.
    - (1) In addition, to insure the normal operation of a school/department, limitations must be placed on the number of employees who can take personal leave on any given day. This will be determined by the principal/supervisor of each school/department.
    - (2) Employees may not use personal leave on the first or last day of school.
    - (3) Employees taking personal leave should arrange for a substitute when a substitute is needed.
  - (iii) Those classified employees not using a personal leave day or days

during the contract year may accumulate and carry forward a maximum of twenty (20) days to the following year

- (1) A maximum of ten (10) days may be used in a contract year. When family or personal events arise which cannot be rescheduled to non-contract time, employees may make a request to their principal or department director to use additional days of personal leave during a contract year.
  - (2) Employees who have used all of their personal leave days may request through their principal or department director, an advance of up to five (5) additional days of leave. Employees granted an advance under this provision have the option to repay the advance using accumulated sick leave at the rate of one and one-half (1.5) days of sick leave for every one (1) day of personal leave advanced. Employees exercising this option shall notify the payroll department in writing at the time the advance is granted.
  - (3) Employees who earned personal leave and change to a position that is not eligible for personal leave shall be entitled to the full use of personal leave time earned subject to the limitations stated above.
  - (4) Unused personal leave days accumulated shall be compensated at the rate of a substitute equivalent to the employee's particular position when employment is terminated.
  - (5) Unused personal leave shall be likewise compensated for those employees who do not complete a full contract year. Personal leave days shall be prorated.
- (iv) Employees eligible for personal leave shall be credited with their personal leave for the year at the beginning of the contract year, although the personal leave is earned as they work through the year. Employees who terminate or resign employment shall be required to repay the value of any personal leave used but not yet earned.

#### 4.3.5. Vacation Allowance

Employees working in a position authorized for six (6) or more hours per day and twelve (12) months are eligible for vacation leave. Vacation is earned on a monthly basis. Employees may use any portion of the vacation days they will earn for the contract year during the contract year with supervisory approval of scheduling. Employees who terminate or resign employment shall be required to repay the value of any personal leave used but not yet earned.

- [a] New employees: After three (3) months service, an employee shall be eligible for the regular vacation allowance to be accrued from date of hire. Any employee who terminates prior to completion of three months service shall have no vacation entitlement.
- [b] Vacation Accumulation: An employee may carry forward a maximum of thirty (30) days' vacation at the beginning of each benefit year (July 1 - June 30). He/she will need to use any days over the annual maximum of thirty (30) days by the last day of the monthly payroll absence reporting period in October.

Years of Continuous and Current Contract Employment (In effect July 1st of that year)	Total Vacation Days
Beginning 1 - 5 years	10 days
Beginning 6 -10 years	12 days
Beginning 11th year	13 days
Beginning 12th year	14 days
Beginning 13th year	15 days
Beginning 14th year	16 days
Beginning 15th year	21 days

- [c] Vacation time is to be used each year. Vacation time is important for the health and relaxation of each individual. It is desired that every employee utilize all of their vacation each year.
- [d] Vacation scheduling  
 Vacations should be scheduled, as far as possible, at times when they will least interfere with the primary work of the school or department.
  - (i) Custodians are encouraged to schedule vacation time during the summer recess, except for the ten (10) days preceding the opening day of school.
  - (ii) Maintenance personnel are encouraged to schedule vacation time before and/or after the summer recess.
  - (iii) It has long been the practice of the District to recognize and, when possible, honor requests for vacation days during any month of the year when recommended by the principal and approved by the Superintendent or Assistant Superintendent.
- [e] Illness  
 An employee who is ill and requires time beyond his/her accumulated sick leave may use any unused vacation.
- [f] Retirement  
 An employee, who plans to retire in accordance with the policy on retirement, will be given credit for unused vacation time which has been posted to his/her account, up to a maximum of twenty (20) days carried over from the previous year plus the number of vacation days the employee has earned between July 1<sup>st</sup> and the date of retirement. The value of the credited vacation shall be contributed to a qualified 403 (b) account or a District sponsored Health Reimbursement Account for the employee.
- [g] Termination
  - (i) Employees who terminate shall be entitled to be paid for any unused vacation time earned (up to a maximum of twenty (20) days carried over from the previous year plus the number of vacation days the employee has earned between July 1<sup>st</sup> and the date of termination) according to policy.
  - (ii) If employees desire to be paid for the unused vacation upon termination they will not be paid for any holidays occurring after their last day of work on the job.
- [h] Any contract employee, who has earned vacation and changes to a non-vacation eligible position, will be entitled to the full use of the vacation time earned or payment subject to the limitations stated above.

4.3.6. Family Leave

- [a] In the event of a serious illness of an eligible employee or an eligible employee's spouse, parent, child (as defined by the Family & Medical Leave Act), or legal guardian; an employee may request in writing to the

- Superintendent a leave of absence of up to twelve (12) calendar weeks. An eligible employee may also request a leave of absence of up to twelve (12) calendar weeks following the birth or adoption of the employee's child.
- [b] In the event of a "qualifying exigency" arising out of a military service member's current tour of active duty or because the service member is notified of an impending call to active duty, an employee who is the spouse, parent, or child (as defined by the Family & Medical Leave Act) of the service member may request in writing to the Superintendent a leave of absence of up to twelve (12) calendar weeks.
- [c] In the event a "covered service member" (as defined by the Family & Medical Leave Act) who sustained a "serious injury or illness" (as defined by the Family & Medical Leave Act) requires the care of an employee that is the spouse, parent, child (as defined by the Family & Medical Leave Act) or nearest blood relative of the service member, the employee may request in writing to the Superintendent a leave of absence of up to twenty-six (26) calendar weeks.
- [d] Employees who have worked continuously for the District for at least twelve (12) months are eligible for family leave.
- [e] Eligible employees may not be granted family leave in excess of twelve (12) calendar weeks during any twelve (12) month period (with the exception of family leave granted on behalf of a care giver for an injured military service member).
- [f] Written requests for family leave due to serious illness or health condition must be accompanied by a doctor's certification indicating the anticipated duration and the nature of the illness or health condition. The illness or condition must require inpatient care in a hospital or residential facility or continuing treatment by a health care provider. At its expense, the District may require the employee to obtain a second opinion by a doctor designated by the District.
- [g] In the event of a birth or adoption, the District may require the employee to use his/her applicable accumulated personal leave prior to granting unpaid leave. For an employee's own illness or illness of a spouse, parent, child, or legal guardian; the District may require the employee to use his/her applicable accumulated personal leave and sick leave before granting unpaid leave. The total family leave period, whether paid or unpaid, shall not exceed twelve (12) calendar weeks.
- [h] When a husband and wife both are employed by the District, both individuals together shall be limited to a total of twelve (12) calendar weeks of leave in the event of birth or adoption of a child or the illness of a parent.
- [i] Employees anticipating a family leave request shall give the District as much advance written notice as possible.
- [j] During the family leave period and/or a paid sick leave, the District shall continue to pay its portion of the employee's group health insurance premium. An employee on family leave must continue to pay his/her portion of the insurance premium in order to keep coverage in effect. If the employee fails to return to work with the District for at least thirty (30) calendar days following the family leave period, for reasons other than the continuation or onset of a serious health condition or other circumstances beyond his/her control, the District shall be entitled to reimbursement for its portion of the insurance premium costs.
- [k] Upon returning from family leave, an employee shall be assigned to his/her previous position(s) or to equivalent position(s) with equivalent pay and benefits.

4.3.7. Adoption Policy

Employees who are adopting a child are entitled to use up to twenty (20) days of their accumulated sick leave. Employees who have accrued more than twenty (20) days of sick leave may also request in writing to the Superintendent permission to use up to one-half of their accrued sick leave beyond twenty (20) days during their family leave. Any family leave granted for adoption purposes, whether paid or unpaid, shall not exceed the twelve (12) calendar week limit provided in Section 4.3.6 governing Family Leave.

4.3.8. Emergency Leave for Classified Employees

- [a] A maximum of two (2) days of emergency leave per contract year may be granted for serious matters wherein the scheduling of such matters is beyond the control of the employee. It is the responsibility of all personnel to use this leave only for the purpose intended. Any proven misuse thereof would be considered unethical and in violation of the employee's working agreement.
- [b] Emergency leave is chargeable to sick leave. Leave may be granted only according to the following categories:
  - (i) For scheduled legal or business matters such as court hearings, etc.
  - (ii) Weddings of immediate family requiring out-of-state travel.
  - (iii) Serious personal, family, or household emergencies.
- [c] When possible, notice shall be made at least twenty-four (24) hours before taking such leave, and it must be approved by the Superintendent or his/her designee in advance.

4.3.9. Service in Legislature

The Board grants release of personnel to participate in the State Legislature who have been elected to serve either in the Senate or the House of Representatives. During such legislative service, the employee shall receive his/her regular salary less his/her legislative salary. These arrangements shall be made through the District's Payroll Department.

4.3.10. Military Leave

- [a] Employees who are members of the United States Army, Navy, Air Force, Coast Guard, or Marine Reserve shall be allowed military leave of absence not to exceed fifteen (15) working days per year to attend mandatory annual encampment or training in connection with the reserve training requirements.
- [b] During such military leave, the employee shall receive his/her regular pay less his/her military base pay.
- [c] Such leave of absence will be granted only on the basis of official military orders which must be filed with his/her immediate supervisor.
- [d] Such leave should, if possible, be taken during the employee's vacation or at a time which presents a minimum of disruption and interference to the District's educational and other programs.

4.4. **CIVIC DUTY**

Employees eligible for vacation leave pursuant to Section 4.3.5, or for personal leave pursuant to Section 4.3.4, shall also be eligible for civic duty leave as follows:

4.4.1. Jury Duty

When employees are called for jury duty and have no choice as to whether or not they serve, it should be cleared through their supervisor. Employees selected for

jury duty shall receive full salary less the amount they receive as a juror.

4.4.2. Witness in Court

Employees who are subpoenaed to testify in a legal proceeding shall receive full salary less the amount they receive from the court for the period they are absent from duty. Presentation of a certified statement from the Clerk of the Court indicating the amount of time spent in court is required.

4.4.3. Defendant in Court

Employees who are defendants in legal action in cases where the legal action is an outgrowth of or related to their assignment in the School District, shall receive full salary for the period they are absent from duty while in court action.

4.4.4. Funeral and Other Civic Functions

Personnel shall be allowed times for attendance at funerals and special civic programs as a speaker, chairperson, musician, etc., provided arrangements are made in advance with the supervisor. If the funeral is for the death of an immediate member of the family, the absence shall be covered under sick leave as provided in section 4.3.2.

4.5. **RETIREMENT**

4.5.1. The District participates in the Utah Public Employees' Retirement System. Eligibility for participation and benefits are determined by Utah Retirement System guidelines. For Davis School District, retirement eligibility is based on individual positions, not a combination of positions. When an employee is eligible for participation in the system, all pay shall be included in the retirement system contribution calculation.

4.5.2. Employees, who qualify for retirement, as defined by the Utah State Retirement System, will need to notify the Human Resources Department in writing at least thirty (30) days prior to their date of retirement. They will also need to contact the Utah State Retirement Office at least three (3) months prior to their date of retirement to determine eligibility. Employees who qualify for monetary District retirement incentives will participate in an "Exit Interview" to determine whether those monies will be contributed to a qualified 403(b) account or a District sponsored Health Reimbursement Account.

4.5.3. Employees reaching eligibility for retirement based on Utah State Retirement System guidelines shall receive a contribution to a qualified 403(b) account or a District sponsored Health Reimbursement Account equal to twenty-one and a half percent (21.5%) of the value of accumulated sick leave and based upon their base salary for the preceding year.

4.5.4. Employees who plan to retire on June 30 in accordance with the policy on retirement will be given credit for vacation time which has been posted to their account.

4.5.5. Retirement Incentives

[a] Employees who: 1) have ten (10) years of Davis School District service credit, including five (5) years of current service in the District; and 2) can meet the eligibility requirements for and will be receiving Utah State Retirement System benefits within ninety (90) calendar days following retirement, may apply on a non-discriminatory basis for the voluntary retirement benefits listed in this policy. Employees with at least five (5) but fewer than ten (10) years of Davis School District service credit and who meet the above criteria, may also apply for these benefits on a pro rata basis.

- [b] Social Security Bridge Payments
- (i) Social security bridge payments are intended to partially offset the reduction in Social Security benefits due to early retirement. Eligible retirees shall receive a contribution of sixteen percent (16%) of their earnings from their last twelve (12) months of employment into a qualified 403(b) account or a District sponsored Health Reimbursement Account, for three (3) years, or until they become eligible to receive unreduced social security benefits, whichever occurs first. The first payment shall occur within 180 days of retirement from the District. The second payment shall occur in February of the first year following a complete calendar year without contributions to the Utah Retirement System for the original position from which the employee retired. The third payment shall occur the following February.
  - (ii) Employees who meet the criteria in 4.5.5(a) and who have at least twenty-five (25) but fewer than thirty (30) years of salary service credit, may voluntarily authorize the District to purchase additional salary service credit for them in the Utah State Retirement System by applying some or all of their eligible early retirement incentive contribution on a one-time lump sum basis under the following conditions:
    - (1) Employees eligible for three (3) years of stipends shall be credited with a one-time lump sum contribution of forty-six percent (46%) of their annual salary to be applied toward the District's purchase of additional salary service credit.
    - (2) Employees eligible for two (2) years of contribution shall be credited with a one-time lump sum contribution of thirty-one percent (31%) of their annual salary. The District shall apply this contribution toward the purchase of additional salary service credit for the employees in the Utah State Retirement System.
    - (3) Employees eligible for one (1) year of contribution shall be credited with a one-time lump sum contribution of sixteen percent (16%) of their annual salary, to be applied toward the District's purchase of additional salary service credit.
    - (4) The District shall not purchase additional salary service credit that, when combined with an employee's current years of salary service credit, would exceed thirty (30) years of total salary service credit.
    - (5) Eligible employees shall notify the Payroll Department in writing of their request to receive a one-time lump sum contribution no later than the early retirement notification deadlines stipulated in 4.5.2.
- [c] Sick Leave Conversion
- Employees qualifying for Utah State Retirement benefits and eligible to accrue sick leave for the last twelve (12) months of their employment shall receive:
- (i) An amount paid as a lump sum employer contribution to a qualified 403(b) account or a District sponsored Health Reimbursement Account equal to twenty-one and a half percent (21.5%) of the value of the employee's accumulated sick leave.
  - (ii) Employees who meet the criteria in 4.5.4(a) and who have at least twenty-five (25) but fewer than thirty (30) years of salary service credit may voluntarily authorize the District to apply some or all of

- the sick leave payment above, toward the District's purchase of additional salary service credit for the employees in the Utah State Retirement System. The District shall not purchase additional salary service credit that, when combined with an employee's current years of salary service credit, would exceed thirty (30) years of total salary service credit. Eligible employees who wish to exercise this option shall notify the Payroll Department in writing no later than the early retirement notification deadlines stipulated in section 4.5.2.
- (iii) If the retiree dies, the amount remaining to be paid under section 4.5.5[b] will be paid to the retiree's designated beneficiary.
- [d] **Post-Retirement Health and Dental Insurance**  
Employees who retire under the incentive program may continue to be enrolled in group medical and dental programs until they become eligible for Medicare, or for the ten (10) consecutive years following retirement, whichever occurs first. This enrollment is contingent upon the retirees contributing the same premium as required of active employees for the first three (3) years and the full premium, as determined by the District Insurance Committee, for the following seven (7) years. Retirees electing the out-of-area plan pay the difference between the District contribution to the in-area premium and the full premium for the first three (3) years and the full premium, as determined by the District Insurance Committee, for the following seven (7) years. The premium is prorated according to the authorized hours of the employee's position at the time of retirement. Retirees must also submit the necessary insurance election form within thirty (30) days following retirement.
- [e] **Re-employed District Retirees**  
District retirees receiving the incentives provided in this section shall be subject to the following benefits and conditions if they are rehired by the District:
- (i) Social security bridge payments shall continue as outlined in 4.5.5 [b]
- (ii) Upon re-employment in an insurance eligible position, insurance benefits, including premium payments, shall be administered in the same manner as for other active employees.
- (iii) Upon re-employment, any unused balance of sick leave credit previously applied toward the payment of health insurance premiums during retirement shall be contributed to a qualified 403(b) account for the employee.
- (iv) Eligible re-employed retirees may utilize any unused participation time on the Davis School District Early Retirement Medical and Dental Plan (ERP) when they terminate District employment. This participation time includes the balance of the unused insurance benefit extension (to a maximum total of ten (10) years) or until Medicare eligible, whichever occurs first. The Early Retirement Incentive Medical and Dental Plan, available for review in the Human Resources Department, include the specific provisions governing retiree insurance benefits.
- [f] The following employees are not eligible for participation in the retirement incentive program:
- (i) Any employee who has received a written notice of termination.
- (ii) Any employee who is retiring under the disability provisions of the Utah State Retirement Act.
- (iii) Any employee who previously has received retirement incentive benefits from the District or is currently receiving Utah State

## Retirement System benefits.

- [g] An employee, who qualifies for retirement as defined by the Utah State Retirement System, may apply for retirement and/or retirement incentives by submitting a letter to the Human Resources Department at least thirty (30) days prior to their planned date of retirement. An employee may submit a written request to the Human Resources Department to rescind the retirement request during the thirty (30) days. Unless the District grants the request to rescind, the retirement shall be considered final.
- [h] No verbal communications or letters of intent will be accepted as application for participation in the retirement incentive program. Without appropriate completion of the "Application for Retirement Agreement and Waiver" form, no employee shall qualify for nor receive any of the benefits provided through the program.
- [i] Benefits of this retirement incentive program provided by the District are independent of the Utah State Retirement System.
- [j] Benefits of this retirement incentive program are not intended to be combined or coordinated with the early retirement provisions outlined in Utah Code §67-19-14.
- [k] For purposes of determining the retirement incentive contribution, the number of years before the retiree becomes eligible to receive unreduced social security benefits as of the official last day of work shall be used. Annual leave days for which an employee receives pay following the last day worked shall not be considered in determining retirement benefits.

**4.6. DISTRICT EXTRACURRICULAR PASSES**

Classified employees of the District may purchase Davis School District extracurricular passes.

- 4.6.1. For a \$30.00 fee, employees may purchase a yearly non-transferable pass.
- 4.6.2. The pass will allow the holder plus one to attend any eligible school activity without charge.
- 4.6.3. The card or pass may be purchased at the District administration office.

**4.7. STUDENT ENROLLMENT CONSIDERATIONS**

Employees shall be allowed to have their children attend the school of their choice when there is space available. Requests must be submitted to the principal in accordance with the Enrollment Options Policy.

**5. PERSONNEL MANAGEMENT****5.1. VACANCIES**

- 5.1.1. Vacancies for positions authorized for thirty (30) or more hours per week shall be posted on the District website for District personnel at least five (5) working days prior to advertising the vacancy to outside applicants. A vacancy exists when the District authorizes hiring for a position other than through administrative action (such as accommodation for disabilities, disciplinary reassignments, budgetary constraints, the placement of involuntary transfers, etc.).
  - [a] All vacancies will be posted except temporary or seasonal positions, positions requiring an average of fewer than twenty (20) work hours per week, and positions that have been approved for an increase in authorized hours.
  - [b] The vacancy lists will be posted on the District website. When known, the District will list the location of the opening on the job listing.

- 5.1.2. In filling full-time vacancies, principals and department heads will give current District employees first consideration, when qualifications are deemed equal, over substitutes and outside applicants.
- 5.1.3. When a vacancy is filled, current District employees who applied for that position shall be notified of the District's decision within ten (10) working days.
- 5.1.4. Custodial Vacancies

Custodial candidates must meet the minimum qualifications identified in the position job description. The Custodial Director and/or Custodial Coordinators will screen candidates for minimum and preferred qualifications prior to candidates being referred for further consideration for vacant positions. Preferred candidates will be determined by experience, performance, training, skills, evaluations, and facility custodial assessments (when appropriate) as assessed by the Custodial Director and/or Custodial Coordinators in compliance with training requirements set forth in the Custodial Services training program.

- 5.1.5. Custodial Intern Program

When intern candidate's qualifications are deemed equal, vacancies within the intern program will be filled by giving current District part-time employees first consideration over substitutes and outside applicants.

## 5.2. TRANSFERS

- 5.2.1. Voluntary Transfers

- [a] Classified employees within the District who desire a change in School District assignment, promotion, or hours worked may submit applications to the Human Resources Department for other desired positions as they are announced.
- [b] In filling vacancies, consideration shall be given to qualified employees who have requested transfers and have submitted appropriate applications for such vacancies as may occur.
- [c] If classified employees are not contacted by the District before July 1st of each year, they may assume that they will have the same position, location, and job they had the previous year.

- 5.2.2. Involuntary Transfers

- [a] Involuntary transfers or reassignments shall be made only after a conference between the classified employee involved and the principal or supervisor involved. The classified employee shall be notified of the reasons for reassignment.
- [b] In the event a reduction in staff is necessary because of decreasing student enrollment in the District, discontinuance or substantial reduction of a particular service, unanticipated shortages of revenue following budget adoption, or of school consolidation, career employees with satisfactory performance have the opportunity to be considered for involuntary transfer.
- [c] Preparation Time (prep-time) Specialists shall not be eligible for involuntary transfer. If preparation time positions are eliminated at a location due to staffing reductions, the prep-time specialists shall be considered reduction in staff and be given voluntary transfer consideration only.
- [d] The District shall attempt to place employees in positions with the same

number of authorized hours as their last position. However, if an employee is offered a position with the same number of hours or more hours and declines that assignment, the District's obligation to place the employee ends.

- [e] The District shall not be obligated to continue to attempt to place individuals designated for involuntary transfer if they reject interviewing opportunities or assignment offers in their job classification.
- [f] The District shall not be obligated to place employees in a job classification different from the one where they are presently assigned. If an employee voluntarily accepts placement in a job classification different from the one where they are presently assigned, the District's obligation to place the employee ends.
- [g] If no positions in the same job classification are available within twelve (12) months following the last day worked by the employee, the District's obligation to place the employee ends.

**5.3. REDUCTION IN STAFF**

5.3.1. In the event a reduction in staff is necessary because of decreasing student enrollment in the District, discontinuance or substantial reduction of a particular service, unanticipated shortages of revenue following budget adoption, or of school consolidation, the following retention preference criteria shall apply for all positions with the exception of Preparation Time Specialists:

- [a] Retention preference shall be given to all classified employees, at the school or department in the position classification where a reduction in staff is necessary, who have received no formal disciplinary action (including written warnings and/or unpaid disciplinary suspension) within the last twelve (12) months.
- [b] Retention preference shall thereafter be given to employees whose performance is deemed effective. Effective in this section shall mean that no "ineffective" ratings were indicated on the most recent Classified Summative Evaluation.
- [c] Retention preference shall thereafter be given to employees who have received no formal disciplinary action (including written warnings, and/or unpaid disciplinary suspension) within the last three (3) years.
- [d] Retention preference shall thereafter be given to employees who are non-provisional.
- [e] Finally, retention preference shall thereafter be based on the school or department's needs as determined by the principal or director. Factors to be considered include the employees' job skills, training, and experience as they pertain to the job description for the designated position classification.

5.3.2. When a location must eliminate a position classification further specified by authorized hours per day or days per year, the reduction in staff shall be restricted to location employees in the specified positions whose authorized hours or days meet the criteria.

5.3.3. Preparation Time (prep-time) Specialists shall be identified for a reduction in staff by location needs only.

5.3.4. A written notice of termination under this section shall be served to the classified employee by personal delivery or certified mail to the last known address.

**5.4. PERFORMANCE ASSESSMENT**

5.4.1. The performance of full-time and part-time career and provisional employees shall be assessed at least once annually.

5.4.2. The intent and goal of the performance assessment system is to:

- [a] Promote employees' job satisfaction and morale by providing necessary feedback regarding their work performance;
- [b] Improve employee effectiveness;
- [c] Enhance communication between employees and supervisors concerning mutual expectations and needs;
- [d] Assess training needs and plan future training activities; and
- [e] Provide a basis for decisions regarding assignments, promotions, salary advancements, and other personnel actions.

5.4.3. Employees may respond in writing to their assessment and may have their responses included with their assessment, provided that such written response is submitted to the employee's supervisor within ten (10) working days of receiving the performance assessment.

## 5.5. **GRIEVANCE PROCEDURE**

5.5.1. Definition

A grievance shall mean a complaint by a classified employee in the Davis School District, or group of employees, that there may have been a violation, misinterpretation, or inequitable application of a provision in this agreement or in the policy manual of the Davis School District relating to the employee's terms and conditions of employment where an administrative appeals process is not set forth for that provision or policy.

5.5.2. Purpose

The purpose of the grievance procedure is to secure at the closest point of origin, equitable solutions to grievances.

5.5.3. General Provisions

- [a] No employee shall suffer reprisals as a result of having presented a grievance or having been a party in interest in the grievance procedure.
- [b] When any party finds good reason why the time requirements in this procedure cannot be met, a maximum extension of twenty (20) working days is allowed. The party which requires the extension shall notify the other parties indicating the reason thereof.
- [c] All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the employee's District personnel file.
- [d] Both parties agree to make available all non-privileged relevant information in their possession or control.
- [e] No provision contained in this Grievance Procedure shall be deemed to constitute an arbitration agreement. Nothing herein shall be construed to limit the right of the District or the employee to appeal to an appropriate court of law.
- [f] Once a final or acceptable determination is made on a grievance, the events or issues that initiated the grievance may not be grieved again unless new significant information pertinent to the grievance is reported.
- [g] Any grievant has the right to have counsel or any other representative of his/her choosing at all levels of the procedure. Use of a representative is not mandatory.

5.5.4. Procedure

- [a] Step 1 - Informal Discussion

Should an employee believe that there is basis for a grievance, he/she shall discuss the grievance with his/her immediate supervisor with the objective of resolving the matter. To initiate the grievance process, the employee must inform the supervisor that the complaint is a grievance. The grievance shall be initiated no later than ninety (90) calendar days following knowledge of the event or action being grieved. Proceedings should be kept as informal and confidential as may be appropriate for determination.

- [b] Step 2 - Written Grievance
- (i) If, after the required informal discussion with the supervisor a grievance still exists, the employee shall submit to the supervisor the grievance in a written statement explaining the grievance, identifying the provision or policy in question, and stating the remedy desired with the objective of resolving the matter. The written statement shall be submitted no later than ninety (90) calendar days following knowledge of the event or action being grieved, be identified as a grievance, be dated and signed by the grievant.
  - (ii) Within ten (10) working days, the supervisor shall meet with the grievant. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) working days of the meeting and shall furnish a dated copy thereof to the employee.
- [c] Step 3 - School Principal or Department Director
- (i) This step is not applicable if the grievance was heard in Step 2 by the Building Principal or Department Director. Otherwise, if the employee is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within ten (10) additional working days, the dated complaint shall be forwarded by the grievant, within ten (10) more working days, to the Building Principal or Department Director.
  - (ii) The Building Principal or Department Director shall meet with the employee within ten (10) working days of receipt of the written grievance. The Building Principal or Department Director shall render his/her written decision within ten (10) working days of the meeting.
- [d] Step 4 - District Liaison Meeting
- If the employee is not satisfied with the disposition of the grievance at the last applicable step, he/she may ask, with the objective of resolving the matter, that the grievance be submitted to the District Liaison Meeting held with the recognized collective bargaining agent for classified employees. Submission to the Liaison Meeting is not mandatory.
- [e] Step 5 – Superintendent
- (i) If the employee is not satisfied with the disposition of the grievance at the last applicable step, or if no decision has been rendered within ten (10) additional working days, the dated complaint shall be forwarded by the grievant within ten (10) more working days, to the Superintendent of Schools or his/her designee.
  - (ii) The Superintendent or designee shall render his/her written decision within ten (10) working days of receipt of the written grievance.
- [f] Step 6 - Board of Education
- (i) If the employee is not satisfied with the decision rendered in Step 5, the employee and/or his/her representative may submit a written summary of the grievance to the Board of Education within ten (10) working days following delivery of the decision by the superintendent or his/her designee. The employee may request or the Board may decide that the grievance be heard by a hearing

- examiner.
- (ii) The Board may resolve the issue, conduct its own hearing or appoint an impartial third party hearing examiner. The Superintendent or his/her representative and the employee or his/her representative shall mutually agree upon a hearing examiner who is a resident of the State of Utah.
- (iii) The hearing examiner shall ascertain whether there was compliance with provisions in this agreement or applicable policy and ascertain the reasonableness of the grievance and resolution requested. The written recommendation of the hearing examiner shall include findings of fact and shall be subject to the final decision of the Board.
- (iv) The expense of the hearing examiner shall be borne equally by the District and the employee if the employee requested the grievance be heard by a hearing examiner. The expenses of the hearing examiner shall be borne by the District if the Board decides to have the grievance heard by a hearing examiner unless the examiner finds that the grievance is without merit. In that case, the expenses of the hearing examiner shall be borne equally by the District and the employee.

## 5.6. REVIEW OF SERVICES

- 5.6.1. The Review of Services is a process for resolving concerns or conflict at the lowest possible level.
- 5.6.2. The initiator of the review shall first meet with the person on whom the review is being considered, or who is most closely related to the concern, with the objective of resolving the matter informally and making it clear that a formal review is being contemplated.
- 5.6.3. If the concern or conflict cannot be resolved directly between the individuals most closely involved, the party initiating the review shall submit to the line supervisor a detailed written description of the unresolved issues (also known as a "Letter of Concern"). The description shall clearly state the specific reasons for the review and shall specify the remedy requested. Unless the nature of the complaint or the circumstances requires confidentiality, copies of the written description of the unresolved issues will be provided to all parties involved at the previous step
  - [a] The supervisor shall then schedule and conduct a meeting with the parties directly involved in the review. During the meeting, the parties initiating and responding to the review shall be provided an opportunity to state their concerns and positions pertaining to the unresolved issues
  - [b] After the meeting, the supervisor shall give a written decision on the review to all parties involved.

## 6. WORKPLACE CONDITIONS

### 6.1. LIAISON COUNCIL

The Davis School District (District) and the association shall participate in a Liaison Council. The Liaison Council is established to provide for an orderly method of communication between District administration and the association. The Liaison Council shall consist of administrators designated by the Superintendent and classified employee representatives designated by the association. The Liaison Council shall meet monthly during the school year, or more often as business dictates, to discuss and problem solve issues related to salary, benefits, and working conditions covered by the negotiated agreement between the

District and the Association.

**6.2. SANCTIONED COMMITTEES**

The administration and the association recognize the importance of working together to solve problems and address issues covered by the negotiated agreement through the course of the year. To that end, sanctioned committees may be established through the liaison council or the negotiation process. Current committees include but are not limited to: Insurance Committee, Process Improvement Team (PIT), Transportation Improvement Group (TIG), Joint Staff School Committee (JSSC), School Technology Specialist Joint Staff Study Committee (STS, JSSC).

**6.3. JOINT STAFF SCHOOL COMMITTEE (JSSC)**

6.3.1. The JSSC shall be established in each school from the licensed and classified staff of that school to provide for a respectful, collaborative, orderly and professional means of improving the educational programs, professional and public relations, and the conditions within the school including oversight of other school committees.

6.3.2. Representation of the JSSC shall be; the principal, members of the teaching staff as elected by the faculty (at least two elected at-large in elementary schools), and two classified employees elected by the classified staff at the school. Other school administrators may be included at the principal's discretion.

[a] Election of faculty and classified members to the JSSC shall be conducted by the chairperson of the current year's JSSC.

[b] The committee shall elect its own chairperson by secret ballot.

[c] A representative from JSSC should serve as a member of the school Community Council to facilitate communications between the two groups

[d] Additional participation or representation on the committee will be determined by the committee as needs arise.

6.3.3. Any staff member may introduce any items of business or points of view for consideration by the committee.

[a] Committee activities shall be reported to all members of the staff within five (5) working days after each meeting.

[b] The committee shall meet monthly and more often as business dictates.

6.3.4. When appropriate or necessary, the JSSC may refer matters to the District Liaison Council.

6.3.5. The District Liaison Council and the Joint Staff School Committee on School Improvements are subject to the provisions of the Davis Classified Agreement.

**6.4. REQUESTS FOR ADDITIONAL HOURS**

An employee, or group of employees, who consistently need more time to complete their work, may request additional time or help through their supervisor. The supervisor may forward this request to the appropriate District administrator including specific information about why additional time or help is necessary, the length of time for which the adjustment is needed, and the budgetary impact of the request. The District shall respond to the request within thirty (30) calendar days.

**6.5. EMPLOYEE SAFETY**

6.5.1. The District will take affirmative steps to provide a safe and secure working environment for all employees. In compliance with School Board policy regarding safety, safe schools, and emergency preparedness, each school and support facility will develop individual plans that include procedures for inappropriate disruptions by

students and/or adults.

- 6.5.2. Employees who are parties to an alleged assault or battery committed against them in connection with their employment shall file, within forty-eight (48) hours, a written report of the incident and circumstances thereof with their principal or supervisor, who shall be responsible to immediately forward the report to the Board of Education through the Superintendent of Schools.
- 6.5.3. The Board of Education shall consider requests for reimbursement of expenses incurred for medical or other service necessary as a result of assault upon the employees or for damage to personal property arising out of and in the course of their employment, which expenses are not paid by their insurance, worker's compensation, or the insurance provided by the Board of Education or other organized benefit program.
- 6.5.4. The employee may receive full salary if approved by the Board of Education for absence from employment as a result of injury sustained during an assault on them or for a court appearance in connection with such an assault. The period of payment of such salary will not exceed as a maximum the time until the employee could have qualified for disability payments under Social Security or the long term disability insurance sponsored by the District. If payment of such absence is approved by the Board of Education, the time shall not be charged against the employee's sick leave or personal leave days.
- 6.5.5. If civil or criminal proceedings are brought against an employee alleging that they committed assault or battery in connection with their employment, the employee, after filing the reports described hereafter, may request the cooperation of the Board of Education. Upon receiving such request, the Board of Education may request its attorney or insuring company to cooperate insofar as the interests of the District and the employee are not conflicting.
- 6.5.6. The employee shall be responsible to report and furnish copies of any summons, complaints, process, information, indictment, notice, or demand served them in connection with such alleged assault or battery immediately after they have been served therewith. The Board of Education will comply with any reasonable request by the employees, their attorneys, or insuring company for any additional information in the Board of Education's possession which is relevant to the allegations and which is not privileged by law or policy of the School District.
- 6.5.7. Payments of costs for preparing and offering defense shall be referred to the insuring companies, which shall mutually decide their proportional liability in each case. Neither the School District nor the District's insuring company shall have any liability in the payment of fines arising out of criminal proceedings.

**7. EMPLOYMENT OBLIGATIONS**

**7.1. PROFESSIONAL OBLIGATIONS**

- 7.1.1. Employees are encouraged to avoid non-essential distractions of a personal or family nature during the work day. Non-emergency personal phone calls, interruptions by salesmen and commercial agents, or other similar disruptions during working hours should be avoided. Employees shall not bring their children to work unless authorized in advance by their principal or District department director.
- 7.1.2. It is expected that all District employees shall be responsible for helping to provide for student safety during emergencies and disasters as specified in the District Emergency Preparedness Plan. In the event of a major declared emergency or disaster, the Superintendent may issue a supplemental declaration providing that employees shall be designated as emergency/disaster service workers. All

employees so designated shall be responsible during the declared period to help provide for the safety and well-being of students. The Superintendent shall designate the duration of the emergency/disaster period. Employees designated as emergency/disaster service workers shall serve in this capacity until released by the Superintendent or designee/s.

**7.2. EMPLOYEES AS AGENTS**

It is illegal for an employee to act as an agent for a company to sell the company's product to the students or other employees of the school where the employee works unless approved by the superintendent or his/her designee.

**7.3. DISTRICT-OWNED EQUIPMENT AND MATERIAL**

It should be clearly understood by all employees that personal use of District-owned material and/or equipment is a clear violation of District policy and of state law. All persons who have such material and equipment assigned to them in the normal course of their work for the District should be very careful that abuses do not occur. Signing and adhering to the electronic information resources "Acceptable Use Agreement" is a condition of employment.

**LETTER OF INTENT**

For the 2019-2020 School Year  
Between Davis School District and  
The Association

1. DESP will work with Human Resources and other District administrators to create proposals for the 2020 negotiations teams to consider the security and integrity of personnel files including the elimination of all paper files in favor of more secure electronic storage. This would require changes to the employee agreements as well as to other District policy.

Items from "Letter of Intent" with Continuing Obligations

1. It is the intent of the Davis School District to include the Association in a discussion if the District is seriously considering the privatization of any department as a whole. (1997-98 School Year Letter of Intent)
2. It is the intent of the Transportation Department to continue to maximize routes with six (6) or more hours for drivers and bus assistants. (2008-2009 School Year Letter of Intent)
3. The Davis School District Transportation Department and the Davis Education Support Professionals will mutually work together to promote and create a route bidding process that supports seniority. This will be an ongoing collaboration and will be reviewed by the aforementioned parties after a bidding process occurs to determine what changes could be made to improve the route bidding process for drivers and assistants, and for the efficiency of the Transportation Department.

## REFERENCE GUIDE

This Reference Guide is included in the Negotiated Agreement for the sole purpose of providing additional information to employees. In addition to language governing negotiated issues, Federal law, State law, District policy, department policies and procedures, and school policies and procedures apply to employment issues. This Guide does not contain references to all such laws, policies, and procedures. The ones listed herein are subject to change at any time.

### NONDISCRIMINATION

#### **Equal Employment Opportunity – 2HR-200 <http://www.davis.k12.ut.us/page/44>**

Previously contained in The Classified Agreement Section 3

Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, veteran's status or any other characteristic protected by law. Employment decisions shall be based on job related qualifications and competence.

#### **Employee Sexual Harassment Policy – 2HR-206 <http://www.davis.k12.ut.us/page/44>**

Previously contained in The Classified Agreement Section 3.3

Outlines avenues afforded to employees affected by sexual harassment for filing complaints which are free from bias, collusion, intimidation, or reprisal.

#### **Recruitment and Selection – 2HR-001 <http://www.davis.k12.ut.us/page/44>**

Previously contained in The Classified Agreement Section 3

Establishes employment procedures for personnel recruitment, screening, and selection to ensure the employment of qualified candidates.

#### **Provision of Reasonable Workplace Accommodation to Qualified Individuals with Disabilities – 11IR-102 <http://www.davis.k12.ut.us/page/55>**

Previously contained in The Classified Agreement Section 3.1.2

In compliance with the Americans with Disabilities Act, the Davis School District establishes the following procedure to be followed by employees requesting, and site administrators and supervisors responding to requests for reasonable workplace accommodation from qualified individuals with disabilities.

### DRUG-FREE WORKPLACE

#### **Substance Abuse and Drug-Free Workplace 3RM-006 <http://www.davis.k12.ut.us/page/45>**

Previously contained in The Classified Agreement Section 9.7

Implements a drug-free workplace policy and the Utah Clean Air Act to provide a safe and productive work and educational environment that is free from the effects of the unlawful use, distribution, dispensing, manufacture, and possession of controlled substances, alcohol use, or tobacco use during work hours or on school property.

### ETHICAL CONDUCT

#### **Ethical Conduct of District Employees 2HR-204 <http://www.davis.k12.ut.us/page/44>**

Previously contained in The Classified Agreement Section 9.6

Collects into one policy the various standards governing the ethical conduct of school district employees. The policy includes guidance on the following: 1) Utah Public Officers' and Employees'

Ethics Act; 2) Ethical Conduct for Education Employees; 3) Meeting with students outside normal school day; and 4) Educational Services Outside of Educator's Regular Employment.

### Workers' Compensation

#### 3RM-101 Workers' Compensation Insurance Coverage <http://www.davis.k12.us.us/page>

The Board of Education has a responsibility to provide workers' compensation benefits for its employees and volunteers. Provisions of workers' compensation benefits will be made for all persons entitled to such benefits under the law. Refer to Workers' Compensation section 4.2 in the agreement for enhanced benefit information.

### ADDENDUM 1 - POSITION CLASSIFICATION LISTING

JOB TITLE	JOB CODE	GRADE
ACCOUNTING TECHNICIAN	542	8
ADULT ED SEC/REGISTRAR	568	8
ASSISTANT BUILDING MANAGER	698	8
ASST CHILD CARE COOR	891	3
ASST HEAD CUSTODIAN - HIGH SCHOOL	713	11
ASST HEAD CUSTODIAN - JR HIGH	715	7
ASST SHOP FOREMAN - TRANSPORTATION	693	13
ASST TRANSPORTATION COORDINATOR	723	12
ASST. FOREMAN - CARPENTRY	622	13
ASST. FOREMAN - ENERGY/SECURITY	626	13
ASST. FOREMAN - EQUIPMENT/WELDING	621	13
ASST. FOREMAN - FIRE/SAFETY	624	13
ASST. FOREMAN - HVAC	721	13
ASST. FOREMAN - MOTORS/REFRIGERATION	625	13
ASST. FOREMAN - PAINT/GLASS	617	13
ASST. FOREMAN - PLUMBING	611	13
ASST. FOREMAN CABINET SHOP	614	13
ASST. FOREMAN ELECTRICAL	615	13
ASST. WAREHOUSE MANAGER	727	13
ASSOCIATE BUYER	580	10
BEHAVIOR INTERVENTIONIST	869	6
BUILDING CONTROLS OPERATOR	670	1
BUILDING MANAGER - NUTRITION SERVICES	699	13
BUS ASSISTANT	840	1
BUS DRIVER	742	9

JOB TITLE	JOB CODE	GRADE
BUS DRIVER/SP ED	741	9
BUYER A PURCHASING	581	12
CABINET MAKER	677	12
CARPENTER	672	12
CENTRAL FACILITY LEAD - NUTRITION SERVICES	790	7
CERTIFIED OCCUPATIONAL THERAPY ASST	879	12
CHILD CARE COORDINATOR	892	8
CITIZENSHIP ASSISTANT - HIGH SCHOOL	833	4
CITIZENSHIP ASSISTANT - JR. HIGH	832	4
COMMUNITY RELATIONS ADMINISTRATIVE ASSISTANT	508	8

JOB TITLE	JOB CODE	GRADE
COMMUNITY RELATIONS ADMINISTRATIVE ASSISTANT	508	8
COMPUTER LAB SPEC / PREP TIME	807	6
COMPUTER LAB SPECIALIST	842	4
COOK/CASHIER	740	2
CUSTODIAL TRAINER	704	13
CUSTOMER SERVICE REPRESENTATIVE	555	7
DATA TECHNICIAN - NUTRITION SERVICES	550	8
DATA/VIDEOGRAPHER SPECIALIST	492	8
DEPARTMENT HEAD SECRETARY	516	8
DISPATCHER	586	5
DISTRIBUTION DRIVER	751	8
DISTRIBUTION TECHNICIAN	575	8
DISTRICT RECEPTIONIST/SECRETARY	560	5
DISTRICT SECRETARY	561	7
EARLY CHILDHOOD CLERK	507	7
EARLY CHILDHOOD EDUC SPECIALIST	867	11
EARLY CHILDHOOD LEAD COACH	866	12
EARLY CHILDHOOD RECEPTIONIST/SECRETARY	509	5
EARLY INTERVENTION SERVICE SPECIALIST	857	11
EDUCATIONAL INTERPRETER/ DEAF	874	5
EDUCATIONAL PSYCHOMETRIST/INTERVENTION SPECIALIST	885	11
ELECTRICIAN	644	12
ELECTRONIC TECH	649	12
ELEM MEDIA SPECIALIST	491	8
ENERGY AUDITOR	442	8

ENERGY/SECURITY TECH	553	12
EQUIPMENT MECHANIC	640	11
ESL TUTOR	843	3
FAMILY SERVICE WORKER	856	11
FIELD SYSTEM ENGINEER	452	12
FOOD PROCESSING SPECIALIST	791	4
FOREMAN - CABINET SHOP	606	17
FOREMAN - CARPENTRY	601	17
FOREMAN - ELECTRICAL	603	17
FOREMAN - ENERGY	520	17
FOREMAN - EQUIPMENT REPAIR	612	17
FOREMAN - EQUIPMENT/WELDING	604	17
<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>GRADE</b>
FOREMAN - FIRE/SAFETY	618	17
FOREMAN - HVAC	702	17
FOREMAN - LOCKSMITH/DOOR	620	17
FOREMAN - MOTORS/REFRIGERATION	608	17
FOREMAN - PAINT/GLASS	605	17
FOREMAN - PLUMBING	602	17
FOREMAN - ROOFING	607	17
FOREMAN - SPRINKLER	610	17
FOREMAN - WELDING	619	17
FOREMAN SCO/MASONRY	613	17
GENERAL CUSTODIAN - ELEMENTARY	907	5
GENERAL CUSTODIAN - SECONDARY SCHOOLS	746	5
GENERAL LABORER	941	5
GROUNDS/REPAIR	674	11
HEAD CASHIER/COOK	585	3
HEAD CUSTODIAN - DISTRICT OFFICE	709	11
HEAD CUSTODIAN - ELEMENTARY	714	9
HEAD CUSTODIAN - HIGH SCHOOL	710	13
HEAD CUSTODIAN - JR. HIGH	711	11
HEAD CUSTODIAN - YR RD ELEM	712	9
HEAD SECRETARY - ELEMENTARY	511	9
HEAD SECRETARY - HIGH SCHOOL	513	10
HEAD SECRETARY - JR HIGH	512	9
HEAVY EQUIPMENT OPERATOR	676	11
HOPE PROGRAM MANAGER	494	15
HUMAN RESOURCE TECHNICIAN	540	8

HVAC TECH	750	12
INDIAN EDUCATION TECHNICIAN	525	8
INSURANCE SPECIALIST	541	9
INVENTORY SPECIALIST - WAREHOUSE	582	9
LANGUAGE ASSISTANT	876	4
LEAD DATA TECHNICIAN	515	8
LEAD WAREHOUSE WORKER/DRIVER	726	9
LOCKSMITH	643	12
MAINTENANCE APPRENTICE	673	7
MASON JOURNEYMAN	656	12
MEDICAID SPECIALIST	554	9
MESA COORDINATOR	522	5
<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>GRADE</b>
MODULAR CLASSROOM INSTALLER	681	12
MOTOR ASSISTANT	871	4
MOTOR/REFRIGERATION TECH	748	12
NUTRITION SERVICES MANAGER - ELEM	733	7
NUTRITION SERVICES MANAGER - HIGH SCH.	735	8
NUTRITION SERVICES MANAGER - JR.HIGH	730	8
OFFICE ASSISTANT	596	3
OFFICE ASSISTANT - ELEMENTARY	589	3
OFFICE MANAGER - COMPUTER TECH	501	8
PAINTER	680	11
PARC REHABILITATION TECHNICIAN	813	8
PARENT INVOLVEMENT COORDINATOR	850	8
PART TIME CUSTODIAN	744	2
PARTS INVENTORY CLERK	594	8
PATHWAYS CAREER DEVELOPMENT SPECIALIST PARC	819	11
PEST CONTROL/FERTILIZATION TECH	678	11
PLUMBER	679	12
PRE KINDERGARTEN INSTRUCTOR	853	7
PREP TIME SPECIALIST	847	6
PRINT TECH C	662	7
PUMPS/APPLIANCE JOURNEYMAN	657	11
PURCHASING TECHNICIAN	578	8
RESTAURANT COOK	739	4
RESTAURANT SUPERVISOR	737	11
RISK MGMT SPECIALIST	552	9
ROOF / FLOOR REPAIR TECHNICIAN	646	11

SAFE SCHOOLS INTERVENTION ASSISTANT	883	4
SECONDARY SCHOOL SECRETARY	563	6
SECRETARY/RECEPTIONIST	572	4
SEM TEACHER ASST	841	3
SHOUPP TRACKER	569	5
SITE COORDINATOR	845	7
SOCIAL SERVICES COORDINATOR	852	13
SPEECH PATHOLOGIST SPECIALIST	854	11
SPRINKLER SERVICE TECH	658	11
SUBSTITUTE SYSTEMS OPERATOR	539	9
TEACHER ASSISTANT	846	3
TEACHER ASSISTANT SPEC ED	875	4
<b>JOB TITLE</b>	<b>JOB CODE</b>	<b>GRADE</b>
TEACHER ASST - 504	805	4
TECHNICAL COMPLIANCE SPECIALIST	567	5
TECHNOLOGY SERVICES ADMINISTRATIVE ASSISTANT	566	8
TEST DATA TECH	548	8
TESTING CENTER COORDINATOR	537	8
TITLE I TUTOR	865	3
TRAINING ASST/BUS DRIVER	743	10
TRANSACTIONAL BUYER	579	10
TRANSPORTATION TECHNICIAN	590	8
VEHICLE TECHNICIAN	675	12
VISION ASSISTANT	873	4
WAREHOUSE WORKER	745	7
WEBMASTER/TECHNOLOGY COORDINATOR	576	11
WELDING TECHNICIAN	641	12
YOUTH IN CUSTODY ASSISTANT	836	4

### DAVIS SCHOOL DISTRICT EMPLOYEE CODE OF ETHICS

It is expected that employees shall adhere to the "Davis School District Employee Code of Ethics." Employees involved in any capacity in the education of young people must represent the highest standards and values of the community. The purpose of this code is to establish ethical standards for the conduct of all District employees. Following these standards will ensure the highest principles of behavior and uphold the trust vested in us by our community. As employees of the Davis School District, we assume the responsibility for representing the District in a manner characterized by trust, morality, and ethical principles. All employees shall:

- (1) Treat students, parents, fellow employees, and community members with dignity and respect, demonstrating fairness and sensitivity for ethnic, religious, and cultural heritage.
- (2) Promote a safe, nurturing, and positive school and work environment.
- (3) Establish and maintain open and positive communication with patrons and fellow employees.
- (4) Maintain confidentiality concerning students, families, and employees, and avoid spreading rumors.
- (5) Address problems and grievances in an appropriate manner, beginning with the person closest to the problem.
- (6) Demonstrate knowledge of and act in accordance with District policies and procedures, as well as legal and contractual standards, responsibilities, and obligations.
- (7) Support the District Plan for Fostering Educational Excellence.
- (8) Demonstrate a commitment to learning and professional growth.
- (9) Dress appropriately.
- (10) Model and promote appropriate language.
- (11) Use facilities and equipment in a manner that protects the resources and property of the District.
- (12) Protect District assets and financial resources by following accepted accounting practices and District policy.

Comply with the Utah Ethics Act and refrain from using one's position for personal gain, including disclosing any substantial personal investments in any business entity which will create a conflict of interest between my private interest and my public duties by filing a "Disclosure Pursuant to Utah Public Officers' and Employees' Act" form.