A MEMORANDUM OF UNDERSTANDING

between

THE BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT

and

NEBO CLASSIFIED EMPLOYEES

covering the period

JULY 1, 2011 to JUNE 30, 2012
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GENERAL CLASSIFIED POLICIES AND PRACTICES

1. Definitions

1.1 All employees except teachers, administrators and other certified staff members shall be known as "classified employees" of Nebo School District. The following groups are included as classified employees:

1.1.1 Bus drivers and bus mechanics
1.1.2 Custodians and sweepers
1.1.3 Educational, media, and bus technicians
1.1.4 Maintenance personnel
1.1.5 School lunch personnel
1.1.6 Secretaries
1.1.7 Warehouse personnel

1.2 "Full-time" classified employees are defined as those working forty (40) hours per week.

1.3 "Part-time" classified employees are defined as those working less than forty (40) hours per week.

1.4 Unless hired as a temporary employee, all classified employees assigned to Lane A, C or D on the salary schedule are "provisional" employees and do not qualify for any benefits outlined herein unless specifically included by title. Provisional employees cannot be terminated without due process.

1.5 Employees hired on a substitute or short-term basis for a period of one year or less, including student employees, school lunch helpers, custodial helpers, relief drivers, summer maintenance help and similar categories are classified as "temporary" employees. These employees are at will employees who have no expectation of continued employment. They may be terminated without cause and have no benefits.

1.6 All new classified employees are on "probationary" status for three (3) years. They are at-will employees who may be terminated without cause during this period of time. If the principal/supervisor deems it necessary for the benefit of the District and the employee to extend a classified employee’s probationary status, it may be extended upon the request of the principal/supervisor and approval
of the Superintendent. Probationary status may be extended in one (1) year increments for up to two (2) additional years, in accordance with provisions set forth in state law, district policy, and this memorandum of understanding. This notice of extension shall be given to the employee no later than March 15.

1.7 Employees who are not defined as temporary, provisional or probationary, as specified above, are considered "career" employees.

1.8 "Furlough day" means a day for which employees are not paid and do not come to work. Full-time classified employees will have one (1) furlough day, equal to eight (8) hours, during the 2011-2012 school year. Classified employees will take this furlough time by writing "furlough" on the "other" line of the Request for Leave Form. This time can be taken any time during the 2011-2012 school year, following the same guidelines as other leave. This furlough time will not carry over to the next fiscal year.

2. Code of Ethics

2.1 Most classified employees are in daily contact with the children and youth in the schools. Since the conduct and character of each employee has a decided influence in shaping attitudes and behavior in students, employees are expected to do the following:

2.1.1 Strive to be a person of integrity, use clean speech and practice desirable personal habits;

2.1.2 Elevate the standards of his/her position by a high quality of service;

2.1.3 Seek to be fair with others at all times, generous in praise and just in criticism, and avoid gossip;

2.1.4 Conduct himself in a spirit of good will and helpfulness toward other employees, and to consider no personal success legitimate or ethical that is attained by taking advantage of another; and

2.1.5 Be willing to cooperate with other employees and administrators for the continual improvement of the schools of the District.

2.2 To assist classified employees in achieving the goals set forth above, administrators and fellow employees shall give assistance, encouragement and instruction to help employees progress and improve.
3. **Non-Discrimination Policy**

3.1 It is the policy of the Nebo School District not to discriminate on the basis of sex, race, age, color, national origin, religious creed, or disability in its educational programs, activities, admissions, access, treatment, or employment practices. We subscribe to the laws prohibiting discrimination as set forth by Title VI of the Civil Rights Act of 1964, Title IX of the 1972 Educational Amendments and Section 504 of the Rehabilitation Act of 1973.

3.2 Inquiries regarding compliance may be directed to the Director of Human Resources, the compliance officer, at 350 South Main Street, Spanish Fork, Utah (Telephone: (801) 354-7400), or to the Director of the Office of Civil Rights, Regional Office, Denver, Colorado.

3.3 Nebo School District is an equal opportunity employer.

4. **Communication Channels**

4.1 **Proper Channels.** Communication should flow from the employee to his/her principal, or other immediate supervisor, then to the Superintendent, or his/her representative, and finally, when necessary, the Board of Education.

4.2 **Line and Staff Relations**

4.2.1 The Board desires the Superintendent to establish clear understandings on the part of all personnel of the working relationships in the school system.

4.2.2 Lines of direct authority shall be those approved by the Board and shown on District organization charts.

4.2.3 Personnel shall be expected to refer matters requiring administrative action to the administrator to whom they are responsible. That administrator shall refer such matters to the next higher administrative authority when necessary. Additionally, all personnel are expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.

4.2.4 It is expected that the established lines of authority will serve most purposes. But all personnel shall have the right to appeal any decision made by an administrative officer through grievance procedures established through Board policy.
4.2.5 Additionally, lines of authority do not restrict in any way the cooperative, sensible working together of all staff members at all levels in order to develop the best possible school programs and services. The established lines of authority represent direction of authority and responsibility; when the staff is working together, the lines represent avenues for a two-way flow of ideas to improve the program and operations of the school system.

5. **Right to Join or Refrain from Joining Any Group or Organization**

5.1 Classified employees may join any group or organization they desire except one advocating the overthrow of the government.

5.2 Members may refrain from joining any particular group, and membership in the Nebo Classified Employees Association is not a requirement for employment in the District.

5.3 **Exclusive Representation Requirements.** Refer to Nebo School District Board Policy #GBA.

6. **Meet and Confer Memorandum of Understanding**

6.1 The District administrative personnel will be instructed on procedures of policy relating to classified employees as such procedure affects their departments.

7. **Recruitment and Selection of Classified Employees**

7.1 It is the aim of the Board of Education to secure the best employees available for each assignment. There shall be no discrimination toward applicants or employees because of race, color, religion, age, handicap, disability, gender, or national origin. However, only those persons who possess adequate qualifications will be employed.

7.2 In order to select the best qualified person for a given position, the principal and/or District director will consider applicants on the basis of skill, experience, work effectiveness, general health, and positive attitudes toward other people, especially children. Personal recommendations and confidential papers may be secured from appropriate sources to assist in this judgment process.

7.3 **Supervision of Relatives.** See Section 52-3-1 in the Utah Code Annotated and Nebo Board of Education Policy #GCBA.

7.4 **Hiring of Relatives.** See Nebo Board of Education Policy #GCBA.

7.5 **Job Openings.** When a vacancy occurs in a classified position, the job will be held open for a period of one week unless an emergency exists. If there is an emergency, the job will be held open for a
period of forty-eight hours. Job openings will be posted on the District web page at http://www.nebo.edu.

7.6 Promotion / Selection Preference. When a vacancy occurs, current employees of Nebo School District will be given preferential consideration for possible promotion / job selection providing personal qualifications are substantially equal to other applicants. Minimum qualifications shall be determined by job description. When considering seniority in job selection, departmental seniority will carry more influence than District seniority.

7.7 Probation Constraints. Whenever a classified employee is appointed to a new position, there will be a one-year probationary period. If this appointment was an in-District transfer, and if at the option of either the administrator or classified employee the said appointment proves unsatisfactory, then the employee will be allowed to move back to a similar position from which he / she came, if possible.

7.8 Letter of Intent. Classified employees will be sent a letter of intent near the beginning of each calendar year. Included in the letter of intent will be a section where the employee may signify his / her intentions for employment for the following year.

7.9 Long-Term Disability Constraints. If an employee is able to return to work after being on a long-term disability which is covered by the District long-term disability insurance, said employee will be reinstated on the same step of the pay scale as before the disability. The District will make an effort to relocate said employee in a similar position to that which he/she left.

7.10 Salary Placement on Permanent Promotion. An employee who is promoted to a higher position in his / her major job classification area shall be placed on the same step in the new salary lane.

7.11 Job Changes. Occasionally, the District must restructure the way it does business in various programs. When resultant job changes occur, the District will either make sure the new job fits its existing job study criteria or new job studies will be done. Employees could be affected in both the salaries involved and the numbers of workers required for the new circumstances. The District will make every effort to find jobs for any displaced employees. The salaries will be based on the new job descriptions and the current salary schedule. Salaries for displaced employees will be frozen until the new step / lane catches up. Additionally, there may be times when it is in the best interest of the District to reassign a classified employee to a different position. These assignments are at the discretion of the District, which will make appropriate efforts to minimize the impact on the employee’s lane placement, assigned hours, and assigned position.
8. **Working Conditions, Paychecks**

8.1 **Work Schedule, Overtime Work, Pay Rates**

8.1.1 **Work Week Overtime Provisions.** The work week begins on Monday and ends on Sunday. The regular work week is defined as forty (40) hours. Hours worked in excess of forty (40) hours during a work week are defined as overtime hours. When an individual is called to work on an emergency basis, a minimum of two (2) hours salary shall be paid. An employee may be given time off during a given work week to avoid overtime hours if agreed upon by the supervisor, department director, and the employee.

8.1.2 **Overtime.** If hours in excess of forty (40) hours per week are required and prior approval is given by a department supervisor, the employee will have the option of receiving overtime pay at a rate of one and one half (1.5) times the employees regular rate or compensatory time at a rate of one and one half (1.5) times the employee’s overtime hours worked. If an employee is required to work on any Board-approved holiday, the employee will have the option of receiving overtime pay at a rate of one and one half (1.5) times the employees regular rate or compensatory time at a rate of one and one half (1.5) times the holiday hours worked. The overtime pay will be in addition to the regular rate of pay the employee would have received for not working the holiday, if any. When an employee takes compensatory time off, his / her supervisor will maintain appropriate records. Compensatory time may not accumulate beyond a maximum of two hundred and forty (240) hours or thirty (30) days, whichever is smaller. Compensatory time must be taken in a time frame agreeable with both the employee and the department supervisor.

8.2 **Direct Deposit.** Electronic direct deposit of payroll is strongly encouraged for all employees. If an employee chooses to receive a physical payroll check they will be required to show sufficient photo identification before picking up their check at the Payroll Office.

8.3 **Lunch Breaks and Work Breaks.** Full-time classified employees are entitled to a lunch break of thirty (30) minutes in length. The principal / supervisor will direct the employee as to the time period that this is to be taken. The lunch period is not part of the calculation of hours worked for any employee and said person is free to leave the premises for personal activities if desired. One fifteen (15) minute break for every four (4) hours worked may be counted as part of the work day.
9. **Incremental Steps, Salary Schedules, and Service Credit**

9.1 To move to a higher step on the salary schedule, an employee must complete one year of service. A year of service coincides with the District's fiscal year (July 1 - June 30). A new employee must work a minimum of ninety (90) days during his / her first year to qualify for a step advancement. This advancement will be made if the employee meets the time constraints as well as receives his / her supervisor's recommendation for a step advancement. An employee on Step One who fails to receive his / her supervisor's recommendation for advancement to Step Two must be terminated.

9.2 To move from Step Two to Step Three, an employee would normally complete one full year of service on Step Two. The period of one year, along with the supervisor's recommendation, would qualify the employee for advancement to Step Three.

9.3 Eligibility for Step Ten on the salary schedule requires nine (9) complete years of service in the District. Eligibility for Step Fifteen (15) on the salary schedule requires fourteen (14) complete years of service in the District. Eligibility for Step Twenty (20) on the salary schedule requires nineteen (19) complete years of service in the District, and eligibility for Step Twenty-six (26) on the salary schedule requires twenty-five (25) complete years of service in the District. A provisional employee who gains full-time status will be allowed to count full years of service as a provisional employee in the District toward the years of service required for each step increase on the salary schedule.

9.4 Employees who work a minimum of ninety (90) days a year shall receive credit for one year of service. This service contributes to longevity goals and applies to other benefits attached to that particular job. If an employee changes job status, newly acquired benefits would begin to accrue at that time as they would for a newly hired employee.

10. **Payroll Procedures**

10.1 All classified employees must file a completed time sheet by the established due dates with his / her immediate supervisor which shows an accurate record for the time worked for the given pay period.

10.2 Earning statements will be posted to the Employee Portal on the District website on or before the last banking day of the month.

10.3 Some types of regular employees (such as secretaries, librarians, and lunch managers) are paid on a fixed monthly salary rather than an hourly basis, but are still not “exempt” under the Fair Labor
Standards Act. Such an employee who works only during the regular nine-month school year may be paid in either ten or twelve equal payments.

11. **Annual Leave Benefits**

11.1 On July 1 of each year the appropriate number of annual leave days will be granted to employees who work twelve (12) months. Leave for those working less than twelve (12) months will be granted on September 1. If an employee terminates during the year, the amount initially granted will be reduced by a pro rata amount. If more annual leave has been used than earned prior to termination, the final pay check will be reduced by the value of annual leave used but not earned.

11.2 If an employee’s full-time equivalent (FTE) changes, available leave will be calculated by dividing the current leave balance by the number of hours per day according to the current FTE. That number will be multiplied by the future hours per day based on the future FTE to determine the adjusted leave balance. This calculation will take place prior to granting any new leave.

11.3 All unused annual leave days can be carried forward to the next year up to a maximum of thirty (30) days

11.4 **Schedule for Earning Leave.** All full-time twelve month employees will be entitled to annual leave days as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Annual Leave Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Year</td>
<td>8 days</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Year</td>
<td>9 days</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Year</td>
<td>12 days</td>
</tr>
<tr>
<td>4&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>12 days</td>
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<tr>
<td>5&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>12 days</td>
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<td>6&lt;sup&gt;th&lt;/sup&gt; Year</td>
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<td>7&lt;sup&gt;th&lt;/sup&gt; Year</td>
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<td>8&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>15 days</td>
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<td>9&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>18 days</td>
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<td>10&lt;sup&gt;th&lt;/sup&gt; Year</td>
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<td>11&lt;sup&gt;th&lt;/sup&gt; Year</td>
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<td>12&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>20 days</td>
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<tr>
<td>13&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>20 days</td>
</tr>
<tr>
<td>14&lt;sup&gt;th&lt;/sup&gt; Year and Beyond</td>
<td>22 days</td>
</tr>
</tbody>
</table>

11.5 **Prior Approval Required.** When an employee wants annual leave for consecutive work days, he / she must receive prior written approval from his / her immediate supervisor before taking the leave. The
employee will notify his / her immediate supervisor before taking annual leave for one (1) day or less. It is the intent of the District that school-based full-time employees should be discouraged from taking prolonged annual leave when school is in session. Under extenuating circumstances, prolonged annual leave may be granted during the school year if approved by the immediate supervisor and the Superintendent or his / her designee.

11.6 Leave Status upon Retirement from the Utah Retirement System. Accrued and unused annual leave will be paid up to twenty (20) days upon retirement from the District and the Utah Retirement System.

11.7 Part-Time Employee Reduced Benefit. For those individuals working less than a twelve- (12-) month contract, vacation leave will be given at the rate equal to the hours of two (2) working days per year, accumulative to the hours of ten (10) working days. When the employee reaches Step Ten (10), which means the employee is in his / her tenth year of service with the District, the vacation leave will be at the rate equal to the hours of three (3) working days per year, accumulative to the hours of ten (10) working days. When the employee reaches Step Fifteen (15), which means the employee is in his / her fifteenth year of service with the District, the vacation leave will be at the rate equal to the hours of four (4) working days per year, accumulative to the hours of ten (10) working days. Accrued leave may be taken during the regular school year (August to May).

11.8 Summer Work Additional Leave. Employees working in summer programs will be allowed one (1) additional vacation leave day for every twenty (20) days worked in the summer program if they meet the following guidelines:

11.8.1 They are not working on a twelve- (12-) month contract;

11.8.2 They are considered a regular employee during the school year; and

11.8.3 They work a minimum of twenty (20) work days in the summer program.

The additional summer leave must be taken during the summer.

11.9 Annual leave may be taken in thirty (30) minute increments.

11.10 Paid Holidays. The District agrees to pay thirteen holidays per year for all twelve- (12-) month contract employees. These days shall be determined by the Board.
12. **Sick Leave and Other Leave Benefits**

12.1 Sick leave is allowed for certain groups of employees in various amounts according to the different schedules defined below:

12.1.1 **Schedule A**: Five (5) days sick leave per year for the first three (3) years, accumulative to fifteen (15) days, then one-hundred-twenty (120) days starting the fourth year. The employee will receive regular pay for the first ninety (90) days and then eighty-five (85) percent of his/her salary during the last thirty (30) days. In any given school year, the total amount of sick leave available would be one-hundred-twenty (120) days less the number of days used in the previous two (2) years. When special circumstances merit, additional leave may be granted upon application to and approval by the Superintendent.

12.1.2 **Schedule B**: Five (5) days sick leave per year for the first three (3) years of employment, accumulative to fifteen (15) days, then seven (7) days per year thereafter, accumulative to fifty-six (56) days. Up to five (5) total days of sick leave may be used annually for serious illness leave.

**Note**: In the above schedules, a day means a normal workday for that particular employee for that year and does not refer to an eight (8) hour day necessarily.

12.2 If an employee’s FTE changes, available leave will be calculated by dividing the current leave balance by the number of hours per day according to the current FTE. That number will be multiplied by the future hours per day based on the future FTE to determine the adjusted leave balance. This calculation will take place prior to granting any new leave. The leave from the previous two (2) years will be prorated according to the future FTE before being subtracted from the one-hundred-twenty (120) day maximum.

12.3 **Part-Time Employee Constraints**. Part-time employees hired prior to July 1, 1990 will qualify under “Schedule A”. Those hired after June 30, 1990 will qualify under “Schedule B”. All employees qualify for special leave.

12.4 **State Industrial Insurance**. When an employee is compensated by State Industrial Insurance for absence from work due to a work-related injury or illness, the District will comply with current state law.

12.5 **Workers’ Compensation Constraints**. Employees on Workers’ Compensation will be paid only at their rate established by Workers’ Compensation. There will be no partial payment from sick leave; it must be one or the other.
12.6 **Doctors' Statements Required.** After five (5) sick leave days, the supervisor may request and the employee must provide a doctor’s statement, written and signed on the doctor's medical letterhead, stating the physical condition that prevents the individual from performing their work. The statement must be presented to the employee’s supervisor as promptly as possible. If additional sick leave is needed, this process must be repeated each fifteen (15) days thereafter. A doctor's release will also be required before reinstatement on the job.

12.7 **Special Leave - Serious Medical Condition and Bereavement.** Special leave with full pay is allowed for all groups of employees hired prior to July 1, 1991, for up to a maximum of ten (10) days per fiscal year. Five (5) days may be used for a serious medical condition in the family, as defined in the Family and Medical Leave Act and five (5) days may be used for bereavement purposes. For employees hired after July 1, 1991, only full-time employees are eligible for serious medical condition leave. However, all employees are eligible for up to five (5) days of bereavement leave.

12.7.1 **Serious Medical Condition.** Each qualifying individual (as outlined above) is allowed to use up to five (5) days sick leave per year for a serious medical condition of a person residing in the employee's household or the employee’s mother or father. This special leave should only be requested or used when the person who is seriously ill is in need of personal attention by the employee. This leave should not be requested where it is a matter of convenience more than a serious medical condition. However, one day annually of this leave will be allowed for ordinary home ailments.

12.7.2 **Written Requests Required.** All requests to use this Special Leave must be cleared with the immediate supervisor and the individual must file a written statement with the immediate supervisor explaining the need for the leave. This statement will be sent to the District office as a part of the payroll report and will be used only for accumulating data.

12.7.3 **Special Circumstances; Application for Additional Days.** When other special circumstances exist, or where additional days are needed, Special Leave may be granted upon written application to the Superintendent. In case of emergency, a telephone call to the Superintendent is in order. Additional leave may be granted only if the individual has used all of their other types of leave.
12.7.4 **Special Leave Charged to Sick Leave Allocation.** All days approved and used for this Special Leave will be charged to the employee’s regular sick leave allowance.

12.7.5 **Bereavement Leave: Qualifications.** To qualify for up to five (5) days of bereavement leave, the deceased must be related to the employee as follows: father, mother, brother, sister, brother-in-law, sister-in-law, daughter, daughter-in-law, son, son-in-law, father-in-law, mother-in-law, step-parent, step-sibling and spouse of employee; grandchildren of employee, grandparent of employee, grandparent of employee’s spouse, or person residing in the employee’s household. A statement indicating the relationship of the deceased must be filed upon return. The same FMLA definitions apply for this group of employees.

13. **Leaves of Absence**

13.1 **Constraints.** Leaves of absence without pay and for up to one (1) year in length may be granted by the Board of Education to a career classified employee. In order to be considered, the employee shall submit a written request to the Director of Human Resources which includes the purpose of the leave, the length of the leave requested, and the beginning and termination dates of such leave.

13.2 **Purpose.** By agreement, leaves of absence without pay may be granted to improve the professional training of the classified employee or for prolonged illness. However, the Board of Education may grant a leave of absence for any purpose they deem reasonable.

13.3 **Deadline.** The deadline for submitting applications is March 1st, except in the case of illness. Applications received after this date will receive consideration only if there is an unusual circumstance or exceptional reason for the delay in submitting the application.

13.4 **Length Restrictions.** Leaves of absence without pay shall not be granted for more than one school year, but may be extended on a year to year basis by the Board of Education. In the case of prolonged illness, the Board may set any time limit they deem necessary.

13.5 **Protections Assured.** Leaves of absence without pay shall permit the classified employee to bid on the first available position in the District comparable to that position which the employee left without reduction in the hourly rate of pay. The number of hours worked by part-time employees cannot be guaranteed from one year to the next. The returning employee will retain his/her seniority and this seniority factor may determine priority for open positions. For transportation
workers whose seniority is determined by their “route date,” the route date shall be advanced forward by the amount of time the person is out on leave of absence. However, the returning employee must choose one of the first three attainable positions available for which they are qualified. Also, the returning employee should write a letter to the supervisor indicating a desire to return to the work force at a specified time.

13.6 Hold Harmless; Loss of Benefit. When an individual is functioning under a contract that provides any “hold harmless” options and that individual goes on a “full” year’s leave without pay, they will lose those protected benefits on return. “Full” shall mean that employee’s full contract year.

13.7 Leave Without Pay. Any employee who has used all of his / her leave benefits due to a serious illness or accident who wishes to remain an employee of the District must apply for a leave of absence without pay and must indicate the time period applied for. Requests will be approved or disapproved by the Superintendent or his / her designee after consultation with the employee’s supervisor.

14. Classified Employee Leave Procedure. All classified employees should dedicate themselves to their assigned jobs. It is expected that each employee be on the job during the regular school year. Exceptions to this would be sick leave, Special Leave, and other benefits as listed in the Nebo Classified Employee Memorandum of Understanding.

15. Medical and Life Insurance Constraint. Any employee who has used all of his / her leave benefits will have their medical insurance, life insurance, and disability insurance kept in force for a period of thirty (30) days. At the end of thirty (30) days, an employee’s medical insurance will be dropped from the District’s program. It will be the employee’s responsibility to make arrangements with the insurance company to continue medical insurance coverage on an individual basis. Life insurance benefits continue beyond the thirty (30) days only after the employee has been granted a leave of absence without pay.

16. Non-Paid Absences. Department supervisors may approve up to five (5) non-paid absences in a fiscal year. Any employee who is off the job on a non-pay basis six (6) or more days and who has not been approved for a leave of absence without pay may have his / her employment terminated.

17. Jury Leave

17.1 Absences caused by serving on jury duty will create no loss of salary for regular employees.

17.2 All remuneration paid by the court will remain the property of the employee.
18. **Military Leave.** The District will comply with the Uniformed Services Employment and Re-employment Act (USERRA), as amended.

19. **Separation Payments Plan.** The District will provide separation payments to eligible and approved employees who retire from District service and who also retire from the Utah Retirement System. The total amount of the separation payments is calculated based on a percentage of the employee’s final base contract amount, plus a fixed dollar amount of fifty thousand dollars ($50,000). The separation payments will be paid out in five (5) equal installments over a period of five (5) years. An approved employee may continue to purchase medical coverage through the District until the end of the month in which the retiree becomes eligible for Medicare. To maximize the value of the separation payments, the District will use a tax-free vehicle for medical coverage premiums and other qualified health care expenses, and a tax-deferred account for the balance of the payments. All persons commencing their initial period of employment after June 30, 2006 will not be eligible to receive the separation payments. *This section is for information only. It is not negotiable and its continuation as a benefit to Nebo employees is solely at the discretion of the Board of Education. The full description of the plan can be obtained at the District Office or found on the District website.*

20. **Insurance Benefits**

20.1 **Insurance Committee Representatives.** Representation from the classified employees shall be included in any review, evaluation, or change in existing group medical, term life, or long-term disability insurance plans offered to employees.

20.2 **Prorated Costs of Insurance.** Eligible employees may enroll in the District health, accident and life insurance plans on a prorated basis based on the sum of their FTEs. If the employee’s District compensation is not sufficient to cover their cost of the premium, the employee must pay the difference to the District prior to the 15th of the following month. Employees who are delinquent in their payments will be dropped from the insurance plan.

20.3 **Minimum Eligibility Requirements.** Employees hired after June 30, 2006 must work for the District more than thirty (30) hours/week to be eligible for group health insurance. Employees hired prior to June 30, 2006 are grandfathered to the requirement that they work at least twenty (20) hours/week to be eligible for group health insurance if they are currently eligible for insurance and were enrolled by the end of the open enrollment period, which was the last working day of August 2006.
20.4 **Eligibility Requirements Prior to July 1, 1990.** All classified employees, except technicians, hired prior to July 1, 1990, who work six (6) hours or more daily, and were hired on a regular basis, qualify for the District health, accident and life insurance policy with the District paying the negotiated cost, if the employee was covered by insurance prior to July 1, 1990. District participation will be allocated according to the following table, minus the amount listed in Section 20.9, Employee Responsibility for Insurance Premium:

<table>
<thead>
<tr>
<th>Hours per day</th>
<th>Percent paid by District</th>
<th>Percent paid by employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.0 or more</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>5.5</td>
<td>92%</td>
<td>8%</td>
</tr>
<tr>
<td>5.0</td>
<td>83%</td>
<td>17%</td>
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<tr>
<td>4.5</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>4.0</td>
<td>67%</td>
<td>33%</td>
</tr>
<tr>
<td>3.5</td>
<td>58%</td>
<td>42%</td>
</tr>
<tr>
<td>3.0</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

20.5 **Enrollment Required.** The employee must file an application form to be covered by this insurance as it is not automatic.

20.6 **Restricted Health and Accident Insurance Benefit.** A restricted health and accident insurance benefit for adult sweepers and provisional food service employees will be made available and will apply to all employees hired prior to July 1, 1990 (hold harmless), pro-rated on an hourly basis as outlined above except that the cost to the District cannot exceed twenty-percent (20%) of the employee’s monthly gross income. The employee must pay the balance of the cost in order to participate.

20.7 **Limited Death Benefit.** Should any regular District employee die who is not covered by a life insurance policy which is partially or entirely paid for by the District, the equivalent of a usual month’s salary for that particular individual will be paid to the estate of said employee.

20.8 **Medicare Enrollment.** The District requires all employees, spouses and eligible dependents to enroll in Medicare when eligible, if the employee continues to work. The District will continue to provide health and accident insurance as the primary carrier.

20.9 **Employee Responsibility for Insurance Premium.** Employees will pay fourteen (14) percent of the cost of the health and accident insurance, divided over ten (10) months. This percentage will be ongoing as insurance costs change. Part-time employees eligible for health insurance coverage will also pay the pro-rated portion of the remaining eighty-six (86) percent of the cost of the insurance
which will be calculated using the sum of their FTEs. As an example, a .75 FTE employee will pay fourteen (14) percent of the insurance cost plus twenty-five (25) percent of the remaining eighty-six (86) percent of the insurance cost while a .50 FTE employee will pay fourteen (14) percent of the insurance costs plus fifty (50) percent of the remaining eighty-six (86) percent of the insurance cost.

20.10 Upon the death of any employee, insurance coverage will be continued for thirty (30) days for the benefit of the spouse and children. By the end of thirty (30) days, the family should make arrangements for other insurance coverage.

20.11 The significantly increasing costs for health and accident insurance make it necessary for the employee whose status changes to notify the personnel or payroll office within thirty (30) days of that change. The penalty for failing to do so will be that the individual will have the differences in the amounts paid to the insurance carrier for the overpaid period deducted from their pay.

21. Life Insurance Benefit. For those individuals covered under a District-sponsored health and accident policy, a prorated District-funded death benefit program will be provided to include a $29,000 double indemnity, term life insurance policy, with a $5,000 spouse and a $3,000 per dependent clause.

22. Long-Term Disability Insurance. All full-time employees and part-time employees working four (4) hours or more per day are eligible for long-term disability insurance. The District will pay the entire premium for this coverage. The District will make the required retirement contribution during an industrial accident period based on what the District actually pays out. Individuals working less than four (4) hours per day may not participate in the long-term disability insurance program.

23. Workers' Compensation. All employees are covered by insurance in case of injury on the job. It is required that a report of all accidents be made to the District office within twenty-four (24) hours of the injury.

24. Miscellaneous and Protected Benefits

24.1 Payroll Deduction for Dues. Dues assessed by the Nebo Classified Employees Association may be paid through a payroll deduction. An authorization to deduct must be filed by each employee desiring this service with the payroll department and may be rescinded at any time.
24.2 **Employee Benefit Status**

24.2.1 Protected benefits are defined as the status of the employee, specifically at the moment the benefit was altered and was deemed to have a protected status. If the individual employee thereafter requests a change in status (i.e., hours, assignment, or other job conditions), they will automatically lose the protected status and will come under the latest definition of benefits for the position. If the District chooses to change the status of the individual, the protected status of the individual will continue in force unless specifically changed by the employee. Examples include, but are not limited to the following:

24.2.1.1 If an employee was receiving full insurance coverage working seven (7) hours per day and the individual changes his/her time to six (6) hours, the employee will have to pay 2/8ths (.25) of the insurance cost per month since it is now prorated on an eight-hour day.

24.2.1.2 An education technician hired before July 1, 1980, was allowed to participate in the District’s paid medical insurance program. That benefit was subsequently denied through negotiations to all new technicians. The earlier hired technician will lose the right to the paid insurance if he/she requests to change his/her hours.

25. **Travel Reimbursement**

25.1 The District agrees that if a classified employee has received the appropriate supervisor’s approval for using his/her personal vehicle for District business, they shall be reimbursed at the prevailing mileage rate provided the employee submits sufficient documentation and requests reimbursement within one (1) month of the travel. This shall only be done when an individual leaves from his/her principal place of work and returns to the principal place of work after completing necessary business.

25.2 All employees who are required by their supervisor to work on after-hour emergencies will have the use of the appropriate District vehicle.

26. **Physical Exams and Reports**

26.1 At any time, upon the request of the Superintendent, an employee shall furnish a report from a reputable physician, approved by the
Board of Education, detailing the condition of health of said employee.

26.2 Employees who work in food handling services or who drive school buses must comply with the state and local department rules regarding periodic health checkups.

27. **Inservice Training**

27.1 Inservice training programs may be held periodically in order to assist employees in their personal development not only to increase their skills, knowledge and effectiveness in their present assignment, but also to prepare them for career opportunities in the future that may come in the form of a transfer or a promotion to a higher-level position in the District.

27.2 The District agrees to compensate employees for attendance at an out-of-District conference if prior permission is granted by the department head and the Superintendent.

27.3 If an employee is required to take employment-related classes, they shall have their tuition and time paid for by the District. If the District offers to pay for employment-related classes, the employee shall have their tuition reimbursed by the District as long as the employee passes the class.

27.4 The District will allow a limited number of requests for help in defraying certain school / training expenses where it may benefit the District immediately or in the future. Requests must be approved by the Director of Human Resources and the employee’s supervisor.

28. **Staff Protection, Conduct and Dress, Student Relations and Conflicts of Interest**

28.1 **Staff Protection.** The District will be vigorous in its protection of all employees from physical and / or psychological abuse. Any employee who is threatened with harm is to notify his or her principal or supervisor immediately, and steps must be taken at once to protect the employee’s safety.

28.2 **Liability Insurance.** The District shall protect its employees through the purchase of a comprehensive liability insurance program. The District shall hold harmless and defend any District employee from claims for damages caused, or alleged to have been caused, in whole or in part by that employee while performing assigned duties. The District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee’s willful negligence, violation of law, or criminal act as determined by a court of law.
28.3 **Staff Conduct, Dress and Grooming.** Employees of the District shall be neatly attired and groomed while discharging their responsibilities to the District. Grooming and attire shall not affront community tastes or standards.

28.4 **Staff-Student Relations.** Staff members shall be expected to regard each student as an individual and to accord each the rights and respect due any individual. The role of staff shall be seen as resource persons, aides, and guides in the learning processes. Students shall be treated with courtesy and consideration. Neither insults nor sarcasm shall be used before a student's peers as a way of forcing compliance with a staff member's requirements or expectations.

28.5 **Staff Conflicts of Interest**

28.5.1 No employee of the District shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his or her duties and responsibilities.

28.5.2 Employees shall not engage in work of any type where the source of information concerning customer, client, or employer originates from any information obtained through the District.

29. **Communication and Procedures Committee**

29.1 A Communication and Procedures Committee (CAP) will meet as needed to discuss non-monetary issues.

30. **Evaluation Procedures**

30.1 **Evaluation and Documentation of Employee Performance**

30.1.1 Documentation of an employee's job performance is helpful in maintaining satisfactory levels of work and achievement and in providing opportunities for planning and communication between the employee and the immediate supervisor.

30.1.2 Evaluations will be related to job performance, professionalism, and attitude and shall provide information to the employee to assist in increasing his / her work efficiency and effectiveness.

30.1.3 Evaluations will be used in providing information for making transfers, promotions, reductions in staff, and dismissal, if necessary.
30.1.4 Written documentation regarding unsatisfactory job performance may be submitted by an employee's supervisor whenever the supervisor feels it necessary.

30.1.5 Letter of commendation and other written reports to document outstanding job performance are encouraged.

30.1.6 All performance documentation letters or reports should be submitted to the District for placement in the employee’s personnel file.

30.1.7 Before submission of any performance documentation, letters, or reports, each employee shall have an opportunity to review them, sign them, and to keep a copy. Such signature indicates only that the employee has read the materials and is aware of the contents.

30.1.8 If the employee feels that any performance documentation submitted by the supervisor is incomplete, inaccurate, or unfair, the employee shall have the right to submit to the District office within ten (10) days the employee's own written statement which has been signed by the supervisor and placed in the file. Such signature indicates only that the supervisor has read the material and is aware of the contents.

31. **Files and Records**

31.1 The District office shall maintain an official permanent record file for each classified employee. The file should contain the following items and other employment documents and records:

31.1.1 Application for employment;

31.1.2 Employee status information;

31.1.3 Pre-employment recommendations and records;

31.1.4 Documentation of job performance; and

31.1.5 Other items pertinent to individual performance

31.2 The District will maintain a medical file for each classified employee. All records pertaining to the health and medical status of the employee shall be in this confidential file, separate and apart from the personnel records of the employee.

31.3 Upon request, the employee will be allowed to inspect his or her own file, except for pre-employment recommendations and records and
such other information as may be privileged under law and not subject to the employee's inspection.

32. **Reduction or Reassignment of Staff**

32.1 An employee may be laid off because of lack of work or lack of funds.

32.2 When an employee terminates service, whether it is initiated by himself / herself or by the District, the final pay check will be paid on the next regular pay day.

32.3 **Reduction in Force.** If the Board of Education determines that a reduction in the number of classified employees is necessary because of lack of work, lack of funds, declining enrollments, discontinuance or change of a particular program or service, such reduction shall follow the guidelines below:

32.3.1 Temporary, seasonal and probationary employees are not covered by this policy.

32.3.2 Employees to be released shall be given ten (10) work days notice.

32.3.3 The order of reduction within a particular job classification affected will be based upon the results of an employee’s performance evaluation and / or a school's or department’s personnel needs.

32.3.4 Employees who have been cut back may be able to move into a lower classification within the District according to the District needs.

32.3.5 Employees who have been laid off have the right, if they so desire, to the first vacancy of equivalent hours per day in any classified department, if qualified, as determined by Personnel Policies and Procedures.

32.3.6 An employee who is rehired shall be placed on the salary schedule closest to the previous hourly rate, and shall be placed on a one- (1-) year probation without a loss of benefits.

32.3.7 Employees questioning their layoff may request a hearing before the Director of Operations, their supervisor, and two classified employees, if seniority procedure was not used.

32.3.8 Employees who are granted a leave of absence by the Board of Education shall keep their seniority but will not
continue to accrue steps while the employee is not on the job working.

33. **Disciplinary Action or Dismissal.** In the event that there is justifiable cause, the Board of Education may suspend, demote, or terminate the employment of a classified employee. Suspension refers to the temporary exclusion of an employee from his / her job without pay for a prescribed number of days for the purpose of disciplinary action. Demotion means that the employee is reassigned to a job with a resulting reduction of pay. Dismissal refers to the termination of employment for the employee.

33.1 If, through evaluation, an administrator / supervisor questions the effectiveness of an employee and provides a period of time where remediation is expected, the administrator / supervisor, in consultation with the Classified Association, may recommend no change in status if there is adequate improvement. However, if improvement is inadequate, the recommendation may be the suspension of the yearly salary increment, an equivalent reduction in salary, or dismissal.

33.2 Listed below are some of the types of employee actions, behavior, or performances which are deemed as good and sufficient cause to result in disciplinary action or dismissal:

33.2.1 Dishonesty of any type, including the following:

33.2.1.1 Falsification of personal information on application forms or other information requested by the District;

33.2.1.2 Falsification of time sheets;

33.2.1.3 Abuse of sick leave privileges;

33.2.1.4 Unauthorized personal use of school equipment; or

33.2.1.5 Theft of District property.

33.2.2 Incompetence or inefficiency in the performance of duties or such behavior as the following:

33.2.2.1 Neglect of duty, willful damage to District property or waste of District supplies or equipment.

33.2.2.2 Unexcused absence or repeated tardiness.

33.2.2.3 Insubordination (including, but not limited to, refusal to do assigned work within the job classification).
33.2.3 Conduct unbecoming to an employee including the following:

33.2.3.1 Commitment of a criminal act.

33.2.3.2 Reporting to work under the influence of intoxicating liquor in any degree, or bringing or consuming intoxicants on the job.

33.2.3.3 Addiction to or being under the influence of narcotics or other habit-forming drugs, the effects of which would impair the efficiency of the employee.

33.2.3.4 Dangerous or disorderly behavior.

33.2.3.5 Immoral conduct.

33.2.4 Inability to perform the essential functions of the job.

33.3 If, in the opinion of an employee’s supervisor, justifiable cause exists for immediate dismissal, a memo will be sent to the administrative superiors within twenty-four (24) hours of the dismissal, and a copy will be mailed to the employee. This memo will cite the reason for the action taken and establish the date of dismissal.

34. Suspension, Termination and Non-Renewal of Employment

34.1 Suspension. The Superintendent, or his / her designee, may suspend an employee without pay whenever it is in the best interest of the District to do so. Notice of suspension will be verbal with written notice following within two (2) working days outlining the reason for suspension. Such suspension shall be temporary pending a resolution of the matter. If the suspension is exonerated, the employee will receive back pay. Otherwise, pay will resume if the employee returns to work.

34.2 Termination of Employment

34.2.1 When the District intends to terminate an employee, except for probationary and temporary employees, the District shall give written notice of such intent served by personal delivery to said employee or sent by certified mail addressed to the employee’s last known address. Such notice shall state the date of the termination and the reasons and causes for termination and shall advise the employee that he or she may follow the grievance procedure as outlined in the Nebo Classified Employee Memorandum of Understanding if the employee wishes.
34.2.2 An employee may be terminated for good and sufficient cause. The definition of good and sufficient cause’ shall include dishonesty, theft, dangerous or disorderly conduct, immoral conduct, child sexual or physical abuse, commission or conviction of a criminal act, discrimination or harassment, any act which would constitute a crime against a person or public order under Utah law, breaking the alcohol and drug policy, use of public property for personal gain, negligent or willful damage of District property, falsification of information supplied to the District (such as applications, employment data, reports, required documents, test data, etc.), repeated unexcused absence or tardiness, willful misuse of benefits including sick leave, health insurance, etc., willful neglect of duty, insubordination, and incompetence.

34.3 Non-Renewal of Employment. At least one month prior to issuing a notice of intent not to renew employment, the employee shall be informed of the fact that continued employment is in question and the reasons therefore and shall be given the opportunity to correct any defects which precipitated possible non-renewal. The written notice of non-renewal shall be issued at least two (2) months before the end of the contract term of the employee and shall be served by personal delivery or by certified mail addressed to the employee’s last known address, shall be dated and contain a clear and concise statement that the employee’s contract will not be renewed, and shall state the reasons for such action and shall advise the employee that he or she may request an informal conference with the Board or the Board’s designee.

35. Grievance Procedure

35.1 Complaints and Grievances

35.1.1 The Board of Education recognizes the need to provide for the orderly resolution of any grievance arising out of a purported violation, interpretation, or inappropriate application of District policies or administrative rules and regulations. Any classified employee shall have the right of access to the grievance procedures adopted by this Memorandum of Understanding and applicable District policies.

35.1.2 There shall be no reprisals against any employee utilizing the grievance procedures set forth herein.

35.1.3 A “grievance” is a claim that an event or a condition is in opposition to a certain provision of this Memorandum of Understanding, District policy, or in violation of law.
35.1.4 An "aggrieved person" is the person or persons making the claim.

35.2 Procedure. It is essential that all parties cooperate and act in good faith to resolve a grievance. An aggrieved person should not contact Board members directly, except as indicated later in the procedure, and should follow through the various levels in order to reach a fair solution to the problem at the lowest possible administrative level. Of course, proceedings should be kept confidential by both parties. Following are the various levels of grievance procedure:

35.2.1 Level One. The aggrieved person first shall discuss the grievance with the principal or immediate supervisor, with the objective of resolving the matter. A grievance claim must be presented within fifteen (15) calendar days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based.

35.2.2 Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) working days after the presentation of the grievance, he / she may file the grievance in writing with the Superintendent or his / her designee within five (5) working days after the decision at Level One or within fifteen (15) working days after the grievance was presented, whichever is sooner. The Superintendent or his / her designated representative shall represent the administration at Level Two of the grievance procedure. Within ten (10) working days after receipt of a written grievance by the Superintendent, the Superintendent or his / her designated representative shall meet with the aggrieved person in an effort to resolve it.

35.2.3 Level Three. In the event the grievance is not resolved, the aggrieved party may request, within ten (10) working days, through the Superintendent, a hearing before the Board. The Board shall review the grievance at the earliest possible Board meeting after receipt of the request. The Board will act upon such request within forty (40) calendar days. The Board may grant or refuse the grievance. The Board's decision will be final.

35.3 Rights of Employees to Representation

35.3.1 No reprisals of any kind shall be taken against any party in interest by reason of such participation in the grievance procedure.
35.3.2 Any party in interest may be represented and / or accompanied at all stages of the grievance procedure by legal counsel of his / her own choosing.

35.4 Miscellaneous

35.4.1 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

35.4.2 Prior to the Level Three hearings, all parties of interest shall make available to the parties involved and their representatives, all pertinent information not privileged under law in their possession or control, and which is relevant to the issue raised by the grievance. Additional sources of information shall not be introduced at the hearing.

35.4.3 The final remedy available to any classified employee for any alleged breach of this Memorandum of Understanding or any alleged violation of his / her rights hereunder shall be pursuant to the grievance procedure, as provided, however, that nothing contained herein shall deprive any classified employee of any legal right.

36. Public Use of Buildings

36.1 Responsibility

36.1.1 Principals are responsible for the direction of all activities, both regular and after-school functions which utilize the campus facilities or the buildings.

36.1.2 Although the principal is responsible for making all arrangements for the rental of buildings and the collection of rental fees, these specific tasks may be delegated to the vice-principal, but not to other personnel.

36.1.3 Employees should submit their time of all hours claimed for supervisory work to the principal on their regular time cards.

CUSTODIAL SPECIFIC ISSUES

37. Custodial Issues

37.1 Uniforms. Custodians should be kept neat and clean and are expected to comply with the uniform requirements adopted by their department and approved by the Director of Operations. Uniform
purchasing and employee reimbursement shall comply with accepted accounting procedures.

37.2 **Travel Reimbursement.** A designated custodian in each school will be allowed two hundred and twenty-five dollars ($225) per year to cover mileage for miscellaneous travel. The principal and head custodian will appoint the designated custodian and the two hundred and twenty-five dollars ($225) will be paid once each year through payroll as taxable compensation.

37.3 **Custodian Pay Differential.** When a custodian is requested to start a regular shift after 2:00 pm or a midnight shift, they shall receive an additional thirty-five cents ($0.35) per hour.

37.4 ** Classified Custodial Substitutes**

37.4.1 When a regular employee is assigned to substitute for another regular employee, he / she will be paid, on the 11th consecutive day, a salary equal to the lane of that employee, but at the substitute’s own step.

37.4.2 When a non-employee or sweeper is hired to substitute for a regular employee, he / she will be paid on Lane 1, Step 3.

37.5 **Limited Benefits.** Adult sweepers have a limited benefit package as described below:

37.5.1 **Adult Sweepers, Nine- (9-) Month Contract.** Adult sweepers on contract for nine (9) months become eligible for two (2) days of sick leave per year, accumulative to ten (10) days and one (1) day of vacation leave per year, accumulative to five (5) days. When the employee reaches his / her tenth year of service with the District, the vacation leave will increase to two (2) days of vacation per year, accumulative to five (5) days.

37.5.2 **Adult Sweepers, Twelve- (12-) Month Contract.** Adult sweepers on contract for twelve (12) months become eligible for four (4) days of sick leave per year, accumulative to twenty (20) days and one (1) day of vacation leave per year, accumulative to five (5) days. When the employee reaches his / her tenth year of service with the District, the vacation leave will increase to two (2) days of vacation per year, accumulative to five (5) days.

37.6 All custodians who are involved directly with school lunch will receive a lunch credit worth one dollar and fifty cents ($1.50) towards each purchased lunch. The credit will be paid by their respective
departments. Custodians will pay the difference in any price of lunch.

37.7 Temporary Overnight Facilities for Students (Due to bad weather or other acts of God.)

37.7.1 In the event that bus or regular students are unable to reach their homes safely, the District will provide a temporary overnight facility for them. Any school in the District will be available during conditions of emergency. Any employee can be called upon to assist in the emergency.

37.7.2 As conditions warrant implementing the above plan, the District Office will alert the principal of the designated school. The food service department will make arrangements with the school lunch manager to provide necessary food. The principal will be responsible to contact his / her custodian as well as other needed supervisory personnel.

37.7.3 If the magnitude of such an emergency exceeds the capabilities of the designated schools, other principals will be notified to follow the same plan in their assigned schools.

FOOD SERVICE SPECIFIC ISSUES

38. Lunch Program Issues

38.1 Additional Time, Managers. The Board of Education agrees to allow lunch managers three (3) days before each school year starts to handle necessary work responsibilities.

38.2 Additional Time, Worker. When the supervisor requires a lunch worker or manager to work beyond their regular scheduled hours, they shall be compensated at their regular rate of pay, provided they do not exceed forty (40) hours for the week. The minimum amount for additional time, if called back, shall be one (1) hour.

38.3 Restoration of Time, Preference. If additional funds become available in a kitchen or the instructional aide area during the current year, those employees whose hours were reduced during that year will receive first priority to have their hours increased.

38.4 Payment of Free Meal. The school lunch department will provide one (1) adult meal per day for a supervisor in the junior high and high schools.
38.5 **Transport Constraints.** Food service employees required to pick up compounded District transport vehicles will be allowed thirty minutes for the time necessary to pick up and return the vehicles. This additional time is not to be included in the meal per worker hour tray count. It is understood that only one person per vehicle will be paid and assignments must coincide with pay periods.

38.6 **Additional Time, Deep Cleaning.** School food service contract will be extended one (1) day during the school year for deep cleaning of the kitchens.

38.7 **Limited Benefits.** Provisional food service employees have a limited benefit package as described below:

38.7.1 **Provisional Food Service Employees, Nine- (9-) Month Contract.** Provisional food service employees on contract nine (9) months become eligible for two (2) days of sick leave per year, accumulative to ten (10) days and one (1) day of vacation leave per year, accumulative five (5) days. When the employee reaches Step Ten (10), which means the employee is in his / her tenth year of service with the District, the vacation leave will increase to two (2) days of vacation per year, accumulative to five (5) days.

38.8 **Food Services Substitutes**

38.8.1 When a regular employee is assigned to substitute for another regular employee, he / she will be paid, on the 11th consecutive day, a rate of pay equal to the lane of the absent employee, but at the substitute's own step.

38.8.2 Regular lunch workers who have retired and are rehired as substitutes will be paid on Lane 1, Step 2.

38.8.3 When a Food Service substitute is hired to substitute for a regular employee, he / she will be paid on Lane C.

38.9 **Food Service Uniform Allowance.**

38.9.1 All food service employees are required to wear a uniform and shall be provided with a uniform allowance of one-hundred dollars ($100) per school year that will be paid through payroll as taxable compensation. The District will provide and purchase shirts which are required.

38.9.2 All regular school lunch workers, managers and cooks who have completed the ninety (90) working day probation period, will be paid the full year's uniform allowance after October 1st of each year. A prorated amount will be
deducted from the last check of those workers who terminate during the year. The deduction will be calculated to the nearest month, splitting on the 15th-16th day of any given month.

MAINTENANCE SPECIFIC ISSUES

39. Maintenance Issues

39.1 Uniforms and Tools

39.1.1 Maintenance employees are expected to comply with the uniform requirements adopted by their department and approved by the Director of Operations. Uniform purchasing/employee reimbursement shall comply with accepted accounting procedures.

39.1.2 Uniforms should be kept neat and clean.

39.1.3 The District agrees to pay seventy-five dollars ($75) per month to those employed as mechanics who use their own tools. The money will be paid through payroll as taxable compensation.

39.2 Salary Placement On Temporary Promotion

39.2.1 When a regular employee is assigned to substitute for another regular employee, he/she will be paid, on the 11th consecutive day, a salary equal to the lane of that employee, but at the substitute’s own step.

39.2.2 Temporary job promotions must be accompanied by a statement by the employee agreeing to accept the promotion with the knowledge that it is temporary and that the employee may be asked at a later time to return to his/her former position at the former rate of pay.

39.2.3 The size and structure of the maintenance crew fluctuates greatly depending on the changing patterns of District funding. This fluctuation is directly related to funds available to the District during any given year. Personnel changes will be subject to District funding constraints.

39.3 Travel. All employees who are required by their supervisor to work on after-hour emergencies will have the use of the appropriate District vehicle.
39.4 **Lunch Benefit.** All maintenance employees who are involved directly with school lunch will receive a lunch credit worth one dollar and fifty cents ($1.50) towards each purchased lunch. The credit will be paid by their respective departments. Maintenance employees will pay the difference in any price of lunch.

**TECHNICIAN SPECIFIC ISSUES**

40. **Technician Issues**

40.1 **Educational Technicians (Teacher Aides)**

40.1.1 In order to provide differentiated services and programs to meet the individualized needs of all students, it is essential to utilize all personnel at their highest levels of competence. Therefore, whenever possible, educational technicians may be made available, thus making possible wiser utilization of the teacher's time, talents, and specialization.

40.1.2 Teacher educational technicians assist teachers in the performance of their teaching functions by performing a wide variety of non-teaching duties

40.2 **Application and Selection**

40.2.1 Interested personnel will make formal application to the District Human Resources Office.

40.2.2 Assignments shall be evaluated periodically and changes made where necessary. In general, it is undesirable to assign personnel to work with their own children, but they may work in the same schools their children attend.

40.3 **Supervision of Technicians.** Standards of expected performance shall be made clearly in advance of assignments. There shall be continuous supervision and constructive suggestions for improvement offered. Conferences shall be held with each individual as frequently as necessary.

40.4 **Reduction in hours.** If the District determines it is necessary to reduce the number of hours that employees work because of lack of work, lack of funds, declining enrollments, discontinuance of a particular program or service, etc. such reduction would follow the guidelines below:

40.4.1 If possible, the employee would be given at least thirty (30) days written notice of program changes.
40.4.2 The reductions in hours would be shared by as many employees as possible, so that an individual or class of individuals would not carry the entire reduction of hours.

40.4.3 Employees questioning their reduced hours may request a hearing before their Director and their supervisor.

40.5 Evaluation and Records. At the end of each year, a written evaluation shall be made of the services of each educational technician. This evaluation shall be made on forms provided by the District office and will be sent to the Office of Human Resources.

40.6 Technicians, Special Leave Requests. Educational technicians who have used their sick leave and their accumulated sick leave and their accumulated vacation leave may request additional sick leave in an emergency situation through the Director of Operations and the Superintendent. Additional leave may be granted only if the individual has used all their other types of leave.

40.7 All educational technicians may be eligible for the insurance and other benefits, as set forth above.

40.8 Educational Technicians. Newly hired educational technicians will be placed on Lane 1 if the position was a Lane 2 position previously, or Lane 2 if the position was a Lane 3 position previously. Educational technicians employed by the District before July 1, 1998 will not come under these guidelines, but will be "grandfathered" in the salary schedule system which they have been part of before July 1, 1998. If a current technician’s hours are increased beyond twenty (20) hours per week, they will no longer be "grandfathered," but will be eligible for the retirement system and the other optional employee funded benefits.

40.9 Media technicians will be provided four (4) hours per month of uninterrupted time to place book orders and to mend damaged books.

**TRANSPORTATION SPECIFIC ISSUES**

41. **Transportation Issues**

41.1 School Bus Driver Qualifications. All school bus drivers must meet or exceed the standards contained in the most current version of the Utah State Office of Education’s Standards for Utah School Buses and Operations as established by Utah Law.
41.2 **Transportation Licensing.** The District will pay the renewal fee once every five years for drivers that renew their Class B, CDL license with school bus and passenger endorsements.

41.3 **In-Service Training**

41.3.1 The District agrees to compensate employees, at the District per diem rate, for attendance at an out-of-District conference if approval is granted by the Supervisor of Transportation.

41.3.2 It is agreed that two (2) one- (1-) hour safety meetings will be held each year for bus drivers.

41.3.3 Training time pay will be given to mechanics for the hours required to receive the state safety inspection license whenever the training occurs after their regular shift.

41.3.4 The District agrees to pay bus drivers for state mandated in-service training (a maximum of 8 hours per year per driver) at the rate of twelve dollars ($12) per hour.

41.4 **Uniforms.** Bus drivers are expected to comply with the uniform requirements adopted by their department and approved by the Director of Operations. Uniform purchasing / employee reimbursement shall comply with accepted accounting procedures. All District uniforms will be returned upon termination of employment. If a driver needs a replacement, he / she must turn in their old uniform piece in exchange for the replacement.

41.5 **Driver Compensation**

41.5.1 **Regular Compensation.** Bus drivers will be paid on actual drive time, as determined by Zonar routing information.

41.5.2 **Additional Time.** Bus drivers on regular routes will be paid thirty (30) minutes per day for completing a pre-trip inspection, a post-trip inspection, and for paperwork and parent contacts. Drivers will be paid for time spent fueling the bus. It is the expectation of the Board that all school buses, as well as other District-owned motor vehicles, are kept in good repair. It is the responsibility of the driver to make minor safety inspections and mechanical inspections. It is also the driver's responsibility to make sure the bus is kept clean.

41.5.3 **Servicing Constraint.** When it is required that a bus driver bring his / her assigned bus to the garage, he / she will be paid from compound to compound.
41.5.4 Annual Cleaning Option. Drivers have the option of working one (1) day longer than the regular school year. This additional day is an eight- (8-) hour work day. The purpose of this day is to wash and clean the inside and outside of the bus. If a bus has been deep cleaned by a driver in the spring and then the bus has been used for summer runs, the bus will be deep cleaned before being returned to service at the beginning of the next school year. If the driver declines to work the additional day, the Transportation Supervisor or his / her designee will assign this time to other transportation employees. By declining to work this additional day, the driver forfeits the eight (8) hours of compensation.

41.5.5 Minimum Run. All regular bus runs, morning and night, shall be paid a minimum of three (3) hours driving time, which includes the thirty (30) minutes per day referred to above. The District will establish forty (40) four and a half (4.5) hour minimum contracts for career bus drivers and ten (10) four and a half (4.5) hour minimum contracts for transportation department technicians. These contracts will be granted based on the current bidding process as established by the Transportation Department. Drivers that do not work four and a half (4.5) hours or more as of June 30 of the current contract year, will not be eligible for the four and a half (4.5) hour minimum contract unless one of the forty (40) contracts becomes vacant. The contract will include the thirty (30) minutes per day referenced above.

41.5.6 Down Time Provisions - The District agrees to pay bus drivers for down time on regular runs subject to the following provisions:

41.5.6.1 The determination to stop the bus will be done by the Transportation Supervisor or his / her designee or by complete mechanical failure of the bus, including immobility because of weather conditions.

41.5.6.2 The period of down time begins when the driver calls in over the radio or telephone to the Transportation Supervisor or his / her designee and ends when the Transportation Supervisor or his / her designee determines that the bus can resume its schedule.
41.6 **Substitute Bus Drivers / Technicians**

40.1 Substitute bus drivers will be paid a salary equal to Lane 5, Step 1.

40.2 If a route driver substitutes for another route driver, that driver will be paid his / her regular rate for the actual drive time for the additional run.

40.3 Substitute bus technicians will be paid at a rate equal to Lane 2, Step 1.

41.7 **Benefit Tiers**. Bus driver benefits will be set each year at the level of benefit earned according to their assignment on September 15. Benefits will only be adjusted if there is a route change that increases the driver’s time beyond the next one-hour tier. Transportation Department Drivers that choose a route that is less than their established benefit tier will have their benefits adjusted accordingly.

41.8 **School Bus Routes**. It will be the procedure of the Board to develop school bus routes in an efficient, safe, and wise manner. Every effort will be made to comply with state guidelines. When possible, it will be Board procedure to meet the needs of the local citizens as they relate to the routing problems.

41.9 **Activity Trips**

41.9.1 **Driver Eligibility**

40.9.1.1 A school bus driver with less than ninety (90) working days of continuous employment by the District shall not be assigned to activity trips.

40.9.1.2 Bus drivers signing up for activity trip rotation for the first time are required to have been employed by the District as a route driver for at least ninety (90) continuous working days. During the ninety-(90-) day period they need to pass a driving skills test administered by the Route Supervisor.

41.9.2 Route drivers may apply to drive activity trips:

41.9.2.1 The first two (2) weeks of the school year;

41.9.2.2 Between December 15 and Christmas break; or

41.9.2.3 In the Transportation Department letter of intent.
41.9.3 The privilege to drive a school bus on activity trips will be granted and continued based upon the skill of each driver. The Safety Committee will make recommendation to the Supervisor of Transportation regarding activity trip driver candidates.

41.9.4 Driver Requirements

41.9.4.1 The District shall not permit or require any driver to drive more than ten (10) hours following eight (8) consecutive hours off duty or for any period after having been on duty fifteen (15) hours following eight (8) consecutive hours off duty. Refer to Federal Motor Safety Regulations. If the trip does not allow the driver to meet this requirement, the Transportation Department shall assign a different driver.

41.9.4.2 The bus must stop approximately every two (2) hours or every one-hundred (100) miles for ten (10) minutes for a tire check and leg stretch.

41.9.5 Driver Compensation

41.9.5.1 A driver on overnight trips shall be paid from requested show-up time until his / her services are completed for that day. If a run begins before 12:00 noon, the driver shall be paid for at least eight (8) hours driving time. The second day shall begin at the time the driver's services are again required until the trip is completed back to the sponsoring school.

41.9.5.1 On overnight trips, bus drivers will be paid the District-allowed per diem for meals. The school will be billed for meals. Motel reservations for the driver's room will be made prior to departure by the sponsoring school and paid for by the school. Drivers will have their own room.

41.9.5.1 The rate of pay for all special trips will be the same as Lane 5, Step 1 of the current salary schedule. Special trips are defined as all trips except to-and-from school runs. In addition, if an assigned activity trip begins before a regular school run or on a non-school day, drivers will be allowed thirty (30) minutes additional time to perform safety checks.
41.9.5.1 Bus drivers will be paid from bus garage to bus garage when driving on field trips.

41.9.6 **Down Time on Activity Trips.** When a bus breakdown occurs on an activity or field trip, the driver will be paid for the actual time required to complete the trip.

41.9.7 **Minimum Time.** Drivers taking activity runs will be paid a minimum of two (2) hours.

41.9.8 **Trip Cancellation Constraints.** Schools must cancel special bus requests twenty-four (24) hours before the run or the Transportation Department will bill the school for a two (2) hour cancellation fee for the driver's wages. A school will not be charged when the activity is canceled due to weather conditions. In this situation, drivers will not be paid, provided that the Transportation Department was notified of the cancellation at least one (1) hour prior to the scheduled field trip time. If the Transportation Department was not notified at least one (1) hour prior to the trip time, the driver will be compensated for two (2) hours at the driver's regular hourly rate of pay.

41.9.9 **Summer Run Constraints.** All summer runs, except established routes, will be treated as activity runs. Drivers who qualify for activity runs will be eligible for these summer runs. Drivers who wish to be considered for summer activity trips must apply in their letter of intent which is due the last day of school.

41.9.10 **Prior Notice.** Activity runs shall be assigned to the driver seven (7) calendar days before the run originates. The only exceptions to this will be runs received and approved late by the Transportation Office.

41.10 The District will compensate transportation employees for unused vacation leave on June 30 for each contract year when documentation is provided to show that the leave has been denied by the Supervisor of Transportation.

41.11 **Bidding for Bus Routes**

41.11.1 When a bus route is vacated or created from growth, drivers and technicians currently employed by the District who wish to apply shall submit a bid for the open route. The employee is responsible to inquire regarding route openings.
41.11.2 The routes will remain open for forty-eight (48) hours in order to give drivers time to submit a bid. The Transportation Supervisor will select the driver for the open route on the basis of seniority, skill level, adaptability, attitude and financial consideration. When the bidding process creates a domino effect, the second and succeeding bids will only require a twenty-four (24) hour limit.

41.11.3 The applicant selected will be notified within forty-eight (48) hours by the Supervisor of Transportation or his / her designee.

41.12 Accident Prevention in Bus Loading Zones

41.12.1 It is imperative that principals implement a "Safe-Bus-Loading and Unloading" procedure.

41.12.2 Each principal will analyze the loading and unloading practices at his / her school and formulate safety procedures. Procedures will be reviewed by the Supervisor of Transportation.

41.12.3 The principal or his / her designee must supervise the daily unloading and loading at his / her school. Bus loading and unloading areas must be properly painted and marked with designated signs.

41.13 Accidents Involving School Buses

41.13.1 In case of an accident involving a District bus, the following administrative procedure must be followed explicitly:

41.13.1.1 At the Accident. Stop immediately, set the brake, remove the key, and activate the four-way flashers. Within radio range, immediately notify the bus shop dispatcher and convey information regarding the accident. The dispatcher will notify emergency personnel. Beyond radio range, or if there is no radio in the vehicle, contact the police and the Supervisor of Transportation. Check immediately for injuries and give reasonable first aid. The driver should not discuss the accident in any manner or the cause of the accident or any contributing factors with any person other than the police officer. Drivers are required to furnish only the following information to parties involved in the accident:
40.22.1.1.1 Driver’s name;
40.22.1.1.2 Driver’s license;
40.22.1.1.3 Vehicle license number;
40.22.1.1.4 Vehicle number; and
40.22.1.1.5 Name, address and phone number of the Transportation Supervisor.

41.13.1.2 Reporting the Accident. The driver of the school bus involved in an accident must complete the accident report form and return it to the Supervisor of Transportation within twenty-four (24) hours. The Transportation Department must notify the District Risk Manager immediately in case of an accident involving bodily injury. All other accidents should be reported to the District Risk Manager in writing within twenty-four (24) hours of the accident and the driver should comply with all other state and federal rules and regulations that apply.

41.14 School Bus Driver’s Personal Children on Buses. Drivers are not to take their own children on the bus unless they are regularly assigned bus students on that particular bus. Tending small children in addition to driving a bus may risk the safety of other students on the bus and result in a diversion of attention which could cause an accident.

41.15 Personal Use of District Vehicles. School buses are not to be used for personal use at any time. They are to be used only for the transportation of students to and from their assigned destination.

41.16 Safety Committee. The District Transportation Department will have a committee who will review each accident / incident involving a school bus. The following employees will be on the committee: Transportation Supervisor, Driver Trainer, Route Supervisor, Shop Foreman, and one driver safety representative elected by the drivers.

41.17 Tool and Uniform Allowance

41.17.1 The shop foreman and mechanics will receive taxable compensation through payroll of seventy-five dollars ($75) per month when using their own tools.
41.17.2 The District will provide all regular transportation drivers who have completed the ninety (90) working day probationary period with a uniform allowance of one-hundred dollars ($100) per year. This will be paid through payroll as taxable compensation.

41.18 Definitions

41.18.1 Regular Driver - A driver who is assigned a daily or permanent route.

41.18.2 Substitute Driver - A temporary driver who fills in when a regular driver is absent.

41.18.3 Activity Trip Driver - A driver who drives students on field trips or activity trips.

41.19 Reduction in Force for Transportation Employees. If the Board determines that a reduction in the number of transportation employees is necessary due to a lack of work, lack of funds, declining enrollments, discontinuance or change of a particular program or service, the reduction in force policy will be followed. For purposes of this procedure, a reduction in force also includes the elimination of a transportation route or a significant reduction in the number of hours of a particular route (i.e., a reduction in hours that has an adverse effect on an employee's benefits such as retirement, medical insurance, leave benefits, etc.). Such a reduction shall follow the below guidelines:

41.19.1 Temporary, seasonal and probationary employees are not covered by this procedure.

41.19.2 The order of reduction within a particular job classification affected (i.e., Bus Driver, Bus Technician or other category of employee) will be based upon the employee’s performance evaluation and / or the department’s personnel needs.

41.19.3 The driver / technician with a route who most recently moved from substitute status to route status will go back to substitute status. That position will be given to the employee whose route has been discontinued. Transportation employees affected by a reduction in force (reduction in hours worked) due to discontinuance or change of a particular program or service, will be held harmless (frozen) at their current benefit level for the remainder of the current school year. An employee affected by a freeze in benefits, and whose route increases, will gain the additional benefits associated with that increase.
41.19.4 Employees who are moved from route status to substitute status shall be given ten (10) workdays notice.

41.19.5 Employees questioning a status change from route driver / technician to substitute driver / technician may request a hearing before the Director of Operations or his / her designee and their supervisor.

41.20 Controlling Authority. The terms of this Memorandum of Understanding, District policies and procedures, and / or federal or state laws, rules, or regulations shall supersede and are controlling over any contradictory or inconsistent terms contained in the Nebo School District Transportation Handbook.

SECRETARIAL SPECIFIC ISSUES

42. Secretarial Issues

42.1 Additional Time Allotment. School secretaries will be allowed one (1) hour make-up for bookkeeping after three (3) consecutive days of sick leave.

42.2 Classified Substitutes

42.2.1 First consideration will be given to current District employees for filling vacancies.

42.2.1 When a non-employee is hired to substitute for a secretary, he / she will be paid a salary equal to Lane D.

42.3 Travel Reimbursement. The office secretary over finances will be responsible for all deposits for financial transactions, including Food Services Department revenues. This secretary shall be given a travel reimbursement of two hundred and twenty five dollars ($225) per year provided that they do the banking after their working hours. This money will be paid through payroll as taxable compensation.

42.4 All secretaries who work directly with school lunch financial deposits will receive a lunch credit worth one dollar and fifty cents ($1.50) towards each purchased lunch. The credit will be paid by the respective departments or schools. Secretaries will pay the difference in any price of lunch.
WAREHOUSE SPECIFIC ISSUES

43. Warehouse Issues

43.1 Uniforms and Tools

43.1.1 Warehouse employees are expected to comply with the uniform requirements adopted by their department and approved by the Director of Operations. Uniform purchasing / employee reimbursement shall comply with accepted accounting procedures.

43.1.1 Uniforms should be kept neat and clean.

43.2 Travel Reimbursement. All employees who are required by their supervisor to work on after-hour emergencies will have the use of the appropriate District vehicle.

43.3 Classified Substitutes.

43.3.1 First consideration will always be given to current District employees for filling vacancies.

43.3.2 When a regular employee is assigned to substitute for another regular employee, he / she will be paid, on the 11th consecutive day, a salary equal to the lane of that employee, but at the substitute’s own step.

43.3.3 When a non-employee or sweeper is hired to substitute for a regular employee, he / she will be paid the same as Lane 1, Step 3.

43.4 All warehouse employees who are involved directly with school lunch will receive a lunch credit worth one dollar and fifty cents ($1.50) towards each purchased lunch. The credit will be paid by their department. Employees will pay the difference in any price of lunch.
Individuals participating in the 2011-2012 meet and confer process were as follows:

- Lori Bradford, Technician Representative
- Sheri Talbot, Food Service Representative
- Kim Head, Media Representative
- Kathy Carling, District Office Staff Representative
- Cliff Jex, Transportation Representative
- Brad Montague, Custodian Representative
- Melony Mortensen, Secretary Representative
- Mike Anderson, Maintenance Representative
- Duane Ludlow, Classified President
- Scott Wilson, Assistant Superintendent
- Al Mosher, Director of Human Resources
- Ann Anderson, Director of Human Resources
- Steve Maughan, Director of Operations
- Matt Gledhill, Coordinator of Operations
- Tracy Olsen, Business Administrator
- Dean Rowley, President of the Nebo School Board
- Rick Ainge, Member of the Nebo School Board
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