JORDAN SCHOOL DISTRICT
&
Education Support Professionals Association

Negotiated Agreement

2023-24

Negotiations Team

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

Jordan School District Board of Education

Tracy J. Miller  President, Precinct 3
Niki George  1st Vice President, Precinct 6
Darrell Robinson  2nd Vice President, Precinct 1
Brian Barnett  Member, Precinct 2
Lisa Dean  Member, Precinct 7
Bryce Dunford  Member, Precinct 5
Marilyn Richards  Member, Precinct 4
Education Support Professionals Negotiated Agreement
Final & NEG Policies
2023-2024

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

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

1) Steps will be given for education support professionals for the 2023-2024 school year.

2) A cost of living adjustment of 7.00% will be added to all steps for education support professionals.

3) Employees will cover fifty (50) percent of any future insurance premium increase and the District will cover fifty (50) percent of any future insurance premium increase; however, there is no insurance premium increase for the 2023-2024 contract year.

4) A6B NEG Negotiations – Educations Support Professionals changed to:
   - Update policy title of DP335B NEG to be Annual Leave – Education Support Professionals
   - Reflect the elimination of DP370B NEG Alternative Leave Day which was eliminated beginning with the 2020-21 year

5) DP330B NEG Bereavement Leave – Education Support Professionals changed to:
   - Include a person residing in the home assuming the role of a spouse
   - Update policy title of DP335B NEG to be Annual Leave – Education Support Professionals

6) DP335B NEG Annual Leave – Education Support Professionals changed to:
   - Provide twelve (12) days of annual leave the first five (5) years of employment
   - Define student attendance days before or after school holidays as “Critical Days”
   - Replace “the day before or after a school holiday” with “on a Critical Day”
   - Clarify that employees not selected in the Critical Day lottery who take an Annual Leave day on a Critical Day will be charged 40% of their daily rate of pay.

7) DP343 NEG Hours of Work – Education Support Professionals changed to:
   - Include Juneteenth to the list of holidays in which traditional, comprehensive full-time high school custodians who are asked to work on these dates will be paid time and a half and not compensatory time.
8) The application of DP354B NEG – Attendance Incentive-Education Support Professionals for the July 2023 payment to employees will be altered so employees are not penalized for any absences taken on the following dates:
   - Professional Development day – August 17, 2022
   - Professional Development day – September 16, 2022
   - Professional Development day – November 4, 2022
   - Snow day – February 22, 2023
   - Snow day – February 23, 2023
   - Health and Wellness day – February 10, 2023
   - Snow day – April 4, 2023
   - Professional Development day – April 21, 2023

JORDAN SCHOOL DISTRICT
BOARD OF EDUCATION

By: Tracy Miller, President
Dated: 6/13/23

JORDAN EDUCATION SUPPORT
PROFESSIONALS ASSOCIATION

By: David Bullock, JESPAPresident
Dated: 6/8/23
### JORDAN SCHOOL DISTRICT
### EDUCATION SUPPORT PROFESSIONALS
### SALARY SCHEDULE
### 2023 / 2024

<table>
<thead>
<tr>
<th>STEP</th>
<th>LANE 1</th>
<th>LANE 2</th>
<th>LANE 3</th>
<th>LANE 4</th>
<th>LANE 5</th>
<th>LANE 6</th>
<th>LANE 7</th>
<th>LANE 8</th>
<th>LANE 9</th>
<th>LANE 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$15.11</td>
<td>$16.92</td>
<td>$17.93</td>
<td>$19.81</td>
<td>$21.23</td>
<td>$22.49</td>
<td>$23.57</td>
<td>$24.92</td>
<td>$26.51</td>
<td>$29.04</td>
</tr>
<tr>
<td>2</td>
<td>$15.50</td>
<td>$17.36</td>
<td>$18.40</td>
<td>$20.30</td>
<td>$21.79</td>
<td>$23.08</td>
<td>$24.16</td>
<td>$25.54</td>
<td>$27.20</td>
<td>$29.79</td>
</tr>
<tr>
<td>3</td>
<td>$15.91</td>
<td>$17.81</td>
<td>$18.86</td>
<td>$20.81</td>
<td>$22.33</td>
<td>$23.65</td>
<td>$24.79</td>
<td>$26.22</td>
<td>$27.88</td>
<td>$30.58</td>
</tr>
<tr>
<td>5</td>
<td>$16.74</td>
<td>$18.75</td>
<td>$19.83</td>
<td>$21.90</td>
<td>$23.49</td>
<td>$24.87</td>
<td>$26.09</td>
<td>$27.57</td>
<td>$29.34</td>
<td>$32.14</td>
</tr>
<tr>
<td>6</td>
<td>$17.18</td>
<td>$19.24</td>
<td>$20.32</td>
<td>$22.45</td>
<td>$24.10</td>
<td>$25.51</td>
<td>$26.74</td>
<td>$28.29</td>
<td>$30.08</td>
<td>$32.98</td>
</tr>
<tr>
<td>7</td>
<td>$17.63</td>
<td>$19.74</td>
<td>$20.82</td>
<td>$23.02</td>
<td>$24.71</td>
<td>$26.18</td>
<td>$27.43</td>
<td>$29.01</td>
<td>$30.88</td>
<td>$33.84</td>
</tr>
<tr>
<td>8</td>
<td>$18.08</td>
<td>$20.25</td>
<td>$21.37</td>
<td>$23.60</td>
<td>$25.35</td>
<td>$26.85</td>
<td>$28.15</td>
<td>$29.77</td>
<td>$31.67</td>
<td>$34.73</td>
</tr>
<tr>
<td>9</td>
<td>$18.53</td>
<td>$20.78</td>
<td>$21.91</td>
<td>$24.22</td>
<td>$26.00</td>
<td>$27.54</td>
<td>$28.85</td>
<td>$30.54</td>
<td>$32.49</td>
<td>$35.62</td>
</tr>
<tr>
<td>11</td>
<td>$19.53</td>
<td>$21.87</td>
<td>$23.05</td>
<td>$25.47</td>
<td>$27.35</td>
<td>$29.96</td>
<td>$30.39</td>
<td>$32.12</td>
<td>$34.20</td>
<td>$37.51</td>
</tr>
<tr>
<td>12</td>
<td>$20.04</td>
<td>$22.44</td>
<td>$23.64</td>
<td>$26.14</td>
<td>$28.06</td>
<td>$29.71</td>
<td>$31.15</td>
<td>$32.96</td>
<td>$35.10</td>
<td>$38.47</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STEP</th>
<th>LANE 11</th>
<th>LANE 12</th>
<th>LANE 13</th>
<th>LANE 14</th>
<th>LANE 15</th>
<th>LANE 16</th>
<th>LANE 17</th>
<th>LANE 18</th>
<th>LANE 19</th>
<th>LANE 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$29.96</td>
<td>$31.59</td>
<td>$34.64</td>
<td>$36.53</td>
<td>$38.64</td>
<td>$40.80</td>
<td>$43.09</td>
<td>$45.54</td>
<td>$48.11</td>
<td>$50.84</td>
</tr>
<tr>
<td>2</td>
<td>$30.74</td>
<td>$32.39</td>
<td>$35.53</td>
<td>$37.50</td>
<td>$39.62</td>
<td>$41.84</td>
<td>$44.21</td>
<td>$46.71</td>
<td>$49.36</td>
<td>$52.16</td>
</tr>
<tr>
<td>3</td>
<td>$31.55</td>
<td>$33.22</td>
<td>$36.44</td>
<td>$38.47</td>
<td>$40.66</td>
<td>$42.93</td>
<td>$45.36</td>
<td>$47.98</td>
<td>$50.68</td>
<td>$53.53</td>
</tr>
<tr>
<td>4</td>
<td>$32.36</td>
<td>$34.08</td>
<td>$37.39</td>
<td>$39.49</td>
<td>$41.72</td>
<td>$44.06</td>
<td>$46.55</td>
<td>$49.21</td>
<td>$51.96</td>
<td>$54.96</td>
</tr>
<tr>
<td>5</td>
<td>$33.18</td>
<td>$34.88</td>
<td>$38.20</td>
<td>$40.51</td>
<td>$42.82</td>
<td>$45.22</td>
<td>$47.76</td>
<td>$50.50</td>
<td>$53.33</td>
<td>$56.38</td>
</tr>
<tr>
<td>6</td>
<td>$34.05</td>
<td>$35.88</td>
<td>$39.39</td>
<td>$41.84</td>
<td>$44.34</td>
<td>$46.82</td>
<td>$49.42</td>
<td>$51.82</td>
<td>$54.73</td>
<td>$57.85</td>
</tr>
<tr>
<td>7</td>
<td>$34.95</td>
<td>$36.82</td>
<td>$40.40</td>
<td>$42.63</td>
<td>$45.63</td>
<td>$47.63</td>
<td>$50.31</td>
<td>$53.17</td>
<td>$56.16</td>
<td>$59.40</td>
</tr>
<tr>
<td>8</td>
<td>$35.85</td>
<td>$37.76</td>
<td>$41.45</td>
<td>$43.76</td>
<td>$46.25</td>
<td>$48.88</td>
<td>$51.65</td>
<td>$54.56</td>
<td>$57.65</td>
<td>$60.97</td>
</tr>
<tr>
<td>9</td>
<td>$36.79</td>
<td>$38.76</td>
<td>$42.53</td>
<td>$44.92</td>
<td>$47.48</td>
<td>$50.15</td>
<td>$53.01</td>
<td>$56.00</td>
<td>$59.17</td>
<td>$62.55</td>
</tr>
<tr>
<td>10</td>
<td>$37.73</td>
<td>$39.75</td>
<td>$43.65</td>
<td>$46.08</td>
<td>$48.70</td>
<td>$51.46</td>
<td>$54.38</td>
<td>$57.47</td>
<td>$60.71</td>
<td>$64.20</td>
</tr>
<tr>
<td>11</td>
<td>$38.71</td>
<td>$40.81</td>
<td>$44.79</td>
<td>$47.27</td>
<td>$50.00</td>
<td>$52.80</td>
<td>$55.83</td>
<td>$58.99</td>
<td>$62.33</td>
<td>$65.90</td>
</tr>
<tr>
<td>12</td>
<td>$39.72</td>
<td>$41.86</td>
<td>$45.96</td>
<td>$48.51</td>
<td>$51.31</td>
<td>$54.21</td>
<td>$57.29</td>
<td>$60.55</td>
<td>$63.95</td>
<td>$67.62</td>
</tr>
</tbody>
</table>

**Note:**

1. This salary schedule is adopted only for the current school year. Any reference to future lane or step salary increases is advisory only and subject to further approval by the Board of Education based on availability of funds.

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

The Board of Education has statutory authority over all issues relating to the effective and efficient operation of the school district (Utah Code Title 53G Chapter 4). Locally elected Board of Education members should retain the right to operate the school district without undue influence or control from outside groups, organizations, associations, political parties, or special interests. The Board authorizes the Administration to administer the negotiated policies on behalf of the Board.

The Board also recognizes the importance of an orderly process to arrive at a negotiated settlement with the recognized exclusive representatives and bargaining agents of the education support professionals employee group. The Board, therefore, delegates to the Administration the responsibility of conducting good faith negotiations within the parameters set by the Board and reporting those negotiations to the Board.

II. Administrative Policy

The employee agent group is defined as the professional employee association with the largest membership based on full-time equivalent employees. The Administration will recommend to the Board a negotiating team to represent the Board in conducting negotiations with the recognized employee group according to approved administrative policy provisions.

A. The Board of Education recognizes the need to negotiate with employee issues relating to wages, hours, and working conditions. Effective immediately, only the following policies will remain as negotiated policies:

- A5B NEG Released Time for Educational Support Professionals Agent Group President
- A6B NEG Negotiations—Educational Support Professionals
- DA168 NEG Assignment of Bus Drivers and Bus Attendants
- DP314 NEG Provisional and Probationary Educational Support Professionals
- DP315B NEG Grievance Procedure—Educational Support Professionals
- DP319B NEG Retirement—Educational Support Professionals
- DP326 NEG Sick Leave—Educational Support Professionals
- DP330B NEG Bereavement Leave—Educational Support Professionals
- DP335B NEG Annual Personal Leave—Educational Support Professionals
- DP336B NEG Leave of Absence (1 Year)—Educational Support Professionals
- DP337B NEG Leave of Absence—(Personal-15 Days)—Educational Support Professionals
- DP343 NEG Hours of Work—Educational Support Professionals
- DP347 NEG Protection of Employees
- DP349 NEG Reduction in Force—Contract Educational Support Professionals
- DP353 NEG Assault or Abuse of Employees
- DP354B NEG Attendance Incentive—Educational Support Professionals
- DP370B NEG Alternative Leave Day—Educational Support Professionals
NOTE: Any other policies or specific aspects of certain policies where negotiation with employee groups is stipulated by state or federal law.

B. The education support professionals will be represented through the Joint Relations Committee, which will be comprised of the Board’s negotiating team and the negotiating team for the education support professionals employee group. Team membership will be established no later than October 1 of each school year. The mission of the Joint Relations Committee is to enhance the professional employee association/District relationship by fostering open communication and a free exchange of ideas and to identify and resolve issues in a collaborative environment to allow us to provide a quality education for every child in Jordan School District.

C. Regularly scheduled meetings (monthly) of the District Advisory Council (Policy A3B Released Time – Educational Support Professionals) will be held to review and discuss policies, including compensation discussions, to begin no earlier than May 1 of each contract year. Dates can be changed by mutual agreement.

D. Formal negotiations meeting dates will be determined no later than May 1 of each contract year.

E. Beginning with the first negotiating session, procedural agreements concerning negotiations will be mutually established.

F. Changes in compensation and negotiated policy will be considered and finalized through the negotiation process.

G. The District shall comply with Utah Code 53G-11-206 and will require reimbursement to the school district of the cost of paid association leave activities to the extent required by the Code.

H. After June 15, if agreement has not been reached in negotiations, the Board or the employee agent group or both parties may declare an impasse.

I. Immediately after declaration of impasse by either party, the Board will invite the employee agent group to participate in mediation using the services of the Federal Mediation and Conciliation Service. The role of the mediator will be to facilitate communication. All costs associated with mediation will be shared equally by the Board and the employee agent group.

J. If mediation is not completed or otherwise terminated within forty-five (45) days after the appointment of a mediator, further mediation may continue at the discretion of the Board.

J. A negotiated agreement entered into by the Board will be posted on the District’s website within ten (10) days of ratification of the agreement.

Revision history: 8/11/09, 6/10/14, 3/27/18

Utah Recodification 5/2018

2/25/2020: Board of Education approved the term “Education Support Professionals” to replace “Classified” to describe personnel not licensed as educators.
I. Board Directive

It is the directive of the Board to allow employees who qualify for benefits to receive released time with pay for bereavement in the case of the death of a member of the immediate family. The Board delegates the responsibility for implementing policy regarding bereavement leave for education support professionals.

II. Administrative Policy

The Bereavement Leave Policy shall be administered in accordance with the following administrative policy provisions:

A. Employees shall be granted up to eight (8) days absence without pay deduction in the event of the death of a spouse, daughter, son, step-daughter or step-son. This would also include any other person residing in the home who have assumed the role of daughter, or son, or spouse.

B. Employees shall be granted up to three (3) days absence without pay deduction in the event of the death of the employee's or spouse's parent, step-parent, brother, sister, grandfather, grandmother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other person residing in the employee's home. Verification of family relationship may be requested.

C. A maximum of two (2) additional days may be granted if travel time is needed. Travel must be in excess of 350 miles (one way) to qualify for additional days. An immediate supervisor shall request travel verification information from an employee.

D. Bereavement Leave is provided only for the death of individuals listed under items A. and B. and must be taken within fourteen (14) calendar days of the individual's death. Exceptions require verification and Cabinet approval. Employees who request to take additional leave days or who need to miss work because of the death of an individual not covered in this policy should refer to DP335B NEG — Personal-Annual Leave — Education Support Professionals.

E. Bereavement leave for part-time employees shall be prorated according to the percentage of a full-time contract; e.g., an employee on a 30-hour contract would be eligible for eight (8) six-(6) hour days for the death of individuals listed in items A. and B.

F. If the death of an employee's parent results in the loss of the only remaining parent, up to three (3) days may be taken to deal with estate issues. The three (3) additional days must be taken within one (1) calendar year of the parent's death.

G. Employees shall enter their bereavement leave absence in Employee Access and in Absence Management (formerly known as AESOP), if a substitute is needed. Bereavement leave requests should include the relationship to the deceased, date of death and location of service.
SUBJECT: BEREAVEMENT LEAVE—EDUCATION SUPPORT PROFESSIONALS

Review History: 6/14/05, 7/12/11, 4/26/13, 6/10/14
Revision History: 7/12/11, 5/23/17

2/25/2020: Board of Education approved the term “Education Support Professionals” to replace “Classified” to describe personnel not licensed as educators.
I. Board Directive

It is the directive of the Board to allow each employee working 30 or more hours per week annual leave time as indicated below and authorizes the Administration to implement policy regarding annual leave for education support professionals.

II. Administration Policy

The Annual Leave Policy shall be administered in accordance with the following administrative policy provisions.

A. Each eligible employee of the District shall be allowed annual leave in accordance to the following schedule at no cost to the employee:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Days per year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years 1 through 5</td>
<td>9-12 days per year</td>
</tr>
<tr>
<td>Years 6 through 10</td>
<td>13 days per year</td>
</tr>
<tr>
<td>Years 11 through 15</td>
<td>14 days per year</td>
</tr>
<tr>
<td>Years 16 and beyond</td>
<td>15 days per year</td>
</tr>
</tbody>
</table>

1. Continuous service includes an approved leave of absence, sick bank, military and/or FMLA leave.
2. A resignation or retirement constitutes a “break in service.”
3. Employees returning to Jordan School District following a break in service will receive a new continuous service date reflecting the date of their return.
4. District seniority will be based on the new continuous service date.

B. Employees hired after a contract year has started shall receive annual leave benefits on a prorated basis for the remainder of that year.

C. Unused annual leave will convert to sick leave at the end of the contract year and will accumulate to provide additional leave for personal health-related absences.

D. The following provisions must be followed:

1. Effective July 1, 2020, Personal Leave and Sick Leave allocations were combined into the new Annual Leave allocation with no future allocations toward the old Personal Leave. However, accumulated unused Personal Leave remains available for employee use. An employee may not use more than five (5) accumulated Personal Leave days in any contract year. The remaining policy provisions below apply whether the leave is Annual Leave or accumulated Personal Leave.
2. Employees need supervisor permission to take more than five days annual leave in a row. For health-related absences, see DP322 - Family and Medical Leave Act (FMLA).

3. Except in unusual circumstances, prior notification must be given to the immediate supervisor at least one (1) day in advance.

4. Critical Days are the first student attendance days before or after a school holiday. If a non-student attendance day falls before or after a school holiday (e.g., professional development day, grade-transmittal day), the Critical Day is the day before or after that non-student attendance day when students are in attendance.

5. Annual leave may be taken on a Critical day the day before or after a school holiday for the following specific reasons:
   a. Observance of religious holidays which fall on a regularly scheduled work day.
   b. Family weddings of near relatives including children, father, mother, brothers, sisters, grandchildren, grandparents, or the same to one's spouse or any other person who is a member of the same household as the employee.
   c. Graduations of near relatives as defined in "2." above.
   d. Required court appearances.
   e. Deaths not covered by DP330B—Bereavement Policy.
   f. Conferences and conventions which relate to the individual employee's work assignment and are not covered by DP339 — Released Time - Professional.
   g. To attend to personal or business matters which require the employee’s attendance and scheduling is beyond the employee’s control.
   h. First year employees who notify their supervisor in writing that they are ill.

5. 6. Annual leave may be taken on a Critical Day the day before or after a school holiday for other reasons under the following stipulations:
   a. Based upon a maximum of one annual day for each 100 employees, not to be less than nine (9), annual leave shall be granted on a Critical Day the day before or after a school holiday without being required to pay the equivalent of 40 percent of the employee's daily rate, provided the request is filed with the Human Resources Department at least 35 calendar days but not more than 45 calendar days before the holiday.
   b. On the first working day after the application deadline, numbers will be randomly generated which will identify those employees authorized to take annual leave. Written notification will be sent to all applicants.
   c. Employees shall not be considered for paid annual leave on a Critical Day the day before or after a school holiday more than once during any contract year.
   d. Employees who have not registered prior to the deadline will not be allowed to fill unused slots.
   e. Education support professionals who request an annual leave day on a Critical Day the day before or after a school holiday, but who are not selected in 6.a. and 6.b. above, among the first-qualified
SUBJECT: ANNUAL LEAVE — EDUCATION SUPPORT PROFESSIONALS

6. Applicants shall be required to pay the equivalent of 40 percent of the employee's daily rate and apply for the leave at least five (5) working days in advance.

Annual leave shall not be taken during the first five (5) days and last five (5) days that students are in school except under the following conditions:

a. To attend the wedding of a near relative including child, father, mother, brother, sister, grandchild, grandparents or same to one’s spouse or any other person who is a member of the same household as the employee.

b. To attend to personal or business matters which require the employee’s attendance and scheduling is beyond the employee’s control.

c. First year employees who notify their supervisor in writing that they are ill.

7. Annual leave days may not be used to pursue other employment.

8. Annual leave days may not be used on make-up days as the result of employee job action.

Revision history: 7/13/10, 5/24/16, 2/27/18, 3/31/20

2/25/2020: Board of Education approved the term “Education Support Professionals” to replace “Classified” to describe personnel not licensed as educators.
I. **Board Directive**

Jordan School District will comply with federal law in relation to hours of work for all education support professionals. The Board of Education directs the District Administration to establish policy respecting hours of work.

II. **Administrative Policy**

A. The established work week for all education support professionals begins Monday at 12:01 a.m. and ends Sunday night at midnight.

B. The maximum workweek by full-time education support professionals at their regular rate of pay shall be forty (40) hours.

C. Education support professionals who fall under the guidelines of the Fair Labor Standards Act (personnel included on the education support professionals master salary schedule) must be paid at one and one-half times the regular rate of pay for all hours worked over 40 in a work week or receive compensatory time off during two successive pay periods (first to last day of the month in which work is done) at the rate of one and one-half times the actual overtime worked during any workweek. Only compensatory time will be considered hours worked for the purpose of calculating the 40-hour work week. All compensatory time earned must be pre-approved by the appropriate director, principal or supervisor. The tracking of such earning and using of compensatory time will be done through Skyward Employee Access.

D. All education support professionals shall receive a minimum of two (2) hours call-back time at their regular rate of pay for any time they are required to return to work after their regularly scheduled work time.

1. An employee is eligible for call-back time when he/she is called to return to work after his/her regularly scheduled contract. The call to return to work is generally made outside the employee’s regularly scheduled contract (before or after) and is made with short notice to the employee.

   An extension of the work day is not considered call-back time. This would include a request to extend an employee’s work day after the employee’s normal work time or a request for the employee to report to work prior to the employee’s normal work time.

2. Employees who are called on an emergency basis to return to work shall be paid for actual travel time to and from work, up to a maximum of 15 minutes each way. Travel time will be included in the two hour minimum call-back time. If there are extenuating circumstances that require travel time longer than the 15 minute allocation, the principal or director must be notified and must approve the additional time.

3. If an employee is eligible for call-back time and the amount of work required, including travel time, is less than two hours, the District, in its discretion, may require the employee to work the full two hours. Mutual agreement of time worked must be made between the employee and supervisor at the time of the request.

   The employee may waive the two hour call-back time and be paid for time worked and travel time only.

E. All benefit eligible (contract) education support professionals shall track all leave time (hours not worked) using Skyward Employee Access.
F. All hourly (non-contract/non-benefit eligible) education support professionals shall submit all time worked using Skyward True Time. If circumstances prevent use of Skyward True Time, and if approved by the Director of Payroll, a paper timesheet may be submitted.

G. Any overtime work or call-back time shall be granted only upon the approval of the appropriate education support professionals director or supervisor.

H. A duty-free lunch period shall be provided for all education support professional employees scheduled to work more than five (5) hours per day. An employee shall not be compensated for his/her lunch period and may not be accumulated for use at a later date.
   1. Education support professionals may leave their assigned work site for their lunch period provided they receive prior approval from their immediate supervisor.
   2. Schedules to provide adequate coverage to meet specific program and site needs shall be designed and implemented at each site by the immediate supervisor or staff.
   3. Employees shall not be required to work longer than five (5) hours without rest and food. At least 30 minutes must be provided for meals.
   4. Lunch periods may range from thirty (30) minutes to one (1) hour depending on the number of hours in the employee's work day.

I. Education support professionals shall be provided with a ten (10) minute duty-free break period for each four (4) hour period worked.
   1. Employees' minimum ten (10) minute rest periods are counted as time at work.
   2. Employees' ten (10) minute rest periods may not be accumulated for use at a later date.

J. Employees who are required to work on the six (6) holidays listed below shall receive pay at the rate of time and one-half, and compensatory time will not be allowed.
   1. Independence Day (July 4)
   2. Pioneer Day (July 24)
   3. Thanksgiving Day
   4. Christmas Day
   5. New Year's Day
   6. Easter

K. Traditional, comprehensive high school custodians who work full-time, 40-hours a week, 242- or 245-day contracts who are required to work on the following holidays or observed holidays their non-contract days listed below shall receive pay at the rate of time and one-half, and compensatory time will not be allowed.
   1. Martin Luther King Day / Human Rights Day
   2. Washington and Lincoln Day
   3. Spring Break
   4. Memorial Day
   4.5 Juneteenth (as observed Utah)
   5-6 Independence Day (July 4)
SUBJECT: HOURS OF WORK—EDUCATION SUPPORT PROFESSIONALS

6.7 Pioneer Day (July 24)
7.8 Labor Day
8.9 Fall Break
9.10 Winter Break

L. Flexible work hours may be established for education support professionals if flexible work hours do not impede a department’s ability to provide necessary services or they adversely affect department morale. Requests for flexible work hours will be submitted to the department supervisor who will submit the request to the appropriate Administrator for Cabinet approval. Requests for flexible work hours must be applied for and approved at the Cabinet level annually.

M. Education support professionals may not perform work for or receive compensation from another employer during contract time with Jordan School District.

N. The following disciplinary action shall be taken against employees who do not follow the above procedures:
   1. The immediate supervisor will confer with the employee.
   2. Reprimand shall be entered on the employee's personnel file.
   3. A five (5) day suspension without pay may be imposed in the next pay period.
   4. A second disregard of policy and/or procedure may result in immediate termination.

Revision history: 6/10/14, 5/28/19

2/25/2020: Board of Education approved the term “Education Support Professionals” to replace “Classified” to describe personnel not licensed as educators.