Classified Staff Policy Handbook

2020-2021
Table of Contents

Superintendent’s Message
Non Discrimination Notice
Employee Conduct
Interacting with Students
Sexual Harassment
No Property Right To Employment
Contract Rights
Firearms
Personal Protective Equipment
Work Related Injuries
Workers Compensation
504
Employee Selection
Employee Classification
Employer Paid Benefits
Resignation
Unemployment
Licensure
Personnel Files
Breaks
Lunch
Background Checks
Duty to Report
Scope of Employment
Meetings Outside of School Day
Extra-Curricular Activities
Restrictions on Transportation
Assigned Hours
Work Year
Dress
Food Service Clothing Allowance
Transfers
Accepting Gifts
Financial Conflicts of Interest
Private Education Related Activities
Drug Policy
Drug Testing
Notification of Continued Employment
Physical/Mental Exams
Substitutes
Paydays
Eliminated Work Days
Wage Schedules
Time Clocks
Compensation Time
Overtime
Board Interaction – Associations
Child Abuse
Reporting of Student Prohibited Acts
Employee Civil Liability Protection
Evaluations
Volunteers
Orderly Termination
Discipline Procedures
Dismissal
Reduction in Force
Grievances
Reducing Full Time to Part Time
Legal Defense of Employees
Letters of Recommendation
Nepotism
Recommending Medical Procedures
Complaints
Physical Contact with Students in Disciplinary Actions
Student Right to Privacy
Family Medical Leave
Electronic Devices
Acceptable Usage Agreement
Leave
Sick Bank
Health Savings Accounts HSA
Life Insurance
Long Term Disability

Agreements
Wage Schedules
Superintendent’s Message

Welcome to the Morgan School District. I’m glad you are here. If your needs are not being met, please let me know. Together we can find solutions.

This Handbook has been created to serve as a resource to answer your questions or concerns related to employment matters.

We take a systematic approach:

- The Morgan Board of Education establishes policy.
- The Superintendent is an agent of the Board and implements policy while managing the operations of the district.
- The District Business Manager manages the district budget and financial operations under the direction of the Superintendent.
- Principals manage the operations of the schools. The principal is the direct supervisor with authority over the entire operation of his/her school. Members of the certificated and classified staff who work in a specific building are accountable to the principal of that building.
- The director of transportation, director of food service, director of maintenance, director of technology, director of special education, director of CTE all serve under the direction of the superintendent – in collaboration with the school principal.

This approach helps the school district to run efficiently and purposefully.

I appreciate your willingness to work and serve the students of the Morgan County School District. Our combined acts of professionalism and dedication will produce positive results in the lives of our students and communities.

Please feel free contact to me at any time.

Sincerely,

Doug Jacobs
djacobs@morgansd.org
801-829-3411
Morgan School District Non-Discrimination Notice

The Morgan School District does not discriminate on the basis of disability in violation of Section 504 of the Vocational Rehabilitation Act of 1973 and its implementing regulations. The District designates the following person to coordinate its efforts to comply with Section 504 of the Vocational Rehabilitation Act of 1973:

Name: Douglas D. Jacobs  Position: Superintendent
Office Address: 67 N. 200 E., Morgan, UT 84050
E-mail djacobs@morgansd.org  Telephone: 801-829-3411

If any employee of the District knows of or has reason to believe that another employee is being harassed at the workplace by others on the grounds of race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; or gender identity, then the employee must promptly report such harassment to the immediate supervisor. The report shall be made confidentially and the Board shall maintain the confidence of any report of such harassment.

The District does not, because of individual's race; color; sex; pregnancy; childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; or disability:

1. Discharge, demote, terminate, retaliate against, harass, or refuse to hire or to promote any otherwise qualified individual; or,
2. Discriminate against an otherwise qualified individual with respect to compensation or in terms, privileges, and conditions of employment.

No otherwise qualified person with a disability shall, solely on the basis of disability, be subject to discrimination in employment in any of the District's operations so long as any part of its programs and activities receive federal financial assistance.
29 U.S.C. § 794

“Individual with a disability” means any person who has a record of, is regarded as having, or has a physical or mental impairment that substantially limits one or more of life's major activities. A “qualified individual with a disability” is a person with a disability who can perform the essential functions of the position in question, with or without reasonable accommodation. Employees or prospective employees have the responsibility of notifying the District personnel office of the need for reasonable accommodations on account of a disability.
29 U.S.C. § 705(20)
34 CFR §104.3
“Has a record of such impairment” means has a history of or has been classified as having a mental or physical impairment that substantially limits one or more major life activities.

“Regarded as having impairment” means:

1. Has a physical or mental impairment that does not substantially limit major life activities but that is treated by the District as constituting such a limitation;
2. Has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others towards such impairment; or
3. Has no physical or mental impairment but is treated by the District as having such impairment.

"Physical or mental impairment” means:

1. Any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hermic and lymphatic; skin; endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Major life activities" means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

The following are not included in the definition of an “individual with a disability:”

1. A person whose current use of alcohol or drugs prevents the performance of job responsibilities or constitutes a direct threat to the property or safety of others.
2. A person who has a currently contagious disease or infection and who therefore would constitute a direct threat to the health or safety of other individuals, or who therefore is unable to perform the duties of the job.

Employee Conduct

The Morgan School District is committed to establishing and maintaining appropriate standards of conduct between staff members and students. These standards of conduct are also known as professional boundaries. Staff members shall maintain professional and appropriate demeanor and relationships with students, both during and outside of school hours, as well as both on and off campus, that foster an effective, non-disruptive and safe learning environment.
a) “Boundary violation” means crossing verbal, physical, emotional, or social lines that staff must maintain in order to ensure structure, security, and predictability in an educational environment.

i) A "boundary violation" may include the following, depending on the circumstances:
   (1) isolated, one-on-one interactions with a student out of the line of sight of others;
   (2) meeting with a student in rooms with covered or blocked windows;
   (3) telling risqué jokes to, or in the presence of a student;
   (4) employing favoritism to a student;
   (5) giving gifts to individual students;
   (6) staff member initiated frontal hugging or other uninvited touching;
   (7) photographing an individual student for a non-educational purpose or use;
   (8) engaging in inappropriate or unprofessional contact outside of educational program activities;
   (9) exchanging personal email or phone numbers with a student for a non-educational purpose or use;
   (10) interacting privately with a student through social media, computer, or handheld devices; and
   (11) discussing an employee’s personal life or personal issues with a student.

ii) "Boundary violation" does not include:
   (1) offering praise, encouragement, or acknowledgment;
   (2) offering rewards available to all who achieve;
   (3) asking permission to touch for necessary purposes;
   (4) giving a pat on the back or a shoulder;
   (5) giving a side hug;
   (6) giving a handshake or high five;
   (7) offering warmth and kindness;
   (8) utilizing public social media alerts to groups of students and parents; or
   (9) contact permitted by an IEP or 504 plan.

b) “Grooming” means befriending and establishing an emotional connection with a child or a child's family to lower the child’s inhibitions for emotional, physical, or sexual abuse.

c) “Sexual conduct” includes any sexual contact or communication between a staff member and a student including but not limited to:
   i) “Sexual abuse” means the criminal conduct described in Utah Code Ann. §76-5-404.1(2) and includes, regardless of the gender of any participant:
      (1) touching the anus, buttocks, pubic area, or genitalia of a student;
      (2) touching the breast of a female student; or
      (3) otherwise taking indecent liberties with a student;
      (4) with the intent to:
         (a) cause substantial emotional or bodily pain; or
         (b) arouse or gratify the sexual desire of any individual.
ii) “Sexual battery” means the criminal conduct described in Utah Code Ann. §76-9-702.1 and includes intentionally touching, whether or not through clothing, the anus, buttocks, or any part of the genitals of a student, or the breast of a female student, and the actor’s conduct is under circumstances the actor knows or should know will likely cause affront or alarm to the student touched; or

iii) A staff member and student sharing any sexually explicit or lewd communication, image, or photograph.

d) “Staff member” means an employee, contractor, or volunteer with unsupervised access to students.

e) “Student” means a child under the age of 18 or over the age of 18 if still enrolled in a public secondary school.

Procedures

Staff members shall act in a way that acknowledges and reflects their inherent positions of authority and influence over students.

f) Staff members shall recognize and maintain appropriate personal boundaries in teaching, supervising and interacting with students and shall avoid boundary violations including behavior that could reasonably be considered grooming or lead to even an appearance of impropriety.

g) A staff member may not subject a student to any form of abuse including but not limited to:
   i) physical abuse;
   ii) verbal abuse;
   iii) sexual abuse; or
   iv) mental abuse.

h) A staff member shall not touch a student in a way that makes a reasonably objective student feel uncomfortable.

i) A staff member shall not engage in any sexual conduct toward or sexual relations with a student including but not limited to:
   i) viewing with a student, or allowing a student to view, pornography or any other sexually explicit or inappropriate images or content, whether video, audio, print, text, or other format;
   ii) sexual battery; or
   iii) sexual assault.

j) Staff member communications with students, whether verbal or electronic, shall be professional and avoid boundary violations.

k) A staff member shall not provide gifts, special favors, or preferential treatment to a student or group of students.
A staff member shall not discriminate against a student on the basis of sex, religion, national origin, gender identity, sexual orientation, or any other prohibited class.

Staff member use of electronic devices and social media to communicate with students must comply with Morgan School District policy, be professional, pertain to school activities or classes, and comply with the Family Educational Rights and Privacy Act.

A staff member may not use or be under the influence of alcohol or illegal substances during work hours on school property or at school sponsored events while acting as a staff member. Additionally, a staff member may not use any form of tobacco or electronic cigarettes on school property or at school sponsored activities in an employment capacity.

A staff member shall cooperate in any investigation concerning allegations of actions, conduct, or communications that if proven, would violate this policy.

Morgan School District recognizes that familial relationships between a staff member and a student may provide for exceptions to certain provisions of this policy.

Conduct prohibited by this policy is considered a violation of this policy regardless of whether the student may have consented.

Reporting

A staff member who has reason to believe there has been a violation of this policy shall immediately report such conduct to an appropriate supervisor or school administrator. If a staff member has reason to believe a school administrator has violated this policy, the staff member shall immediately report the conduct to the administrator’s supervisor.

In addition to the obligation to report suspected child abuse or neglect to law enforcement or the Division of Child and Family Services under Utah Code Ann. §62A-4a-403:

i) a staff member who has reasonable cause to believe that a student may have been physically or sexually abused by a school staff member shall immediately report the belief and all other relevant information to the school administrator, or to Morgan School District Administration.

ii) a school administrator who has received a report or who otherwise has reasonable cause to believe that a student may have been physically or sexually abused by a school staff member shall immediately inform the Morgan School District Administration of the reported abuse; and

iii) if the staff member suspected to have abused a student holds a professional educator license issued by the Utah State Board of Education, the Morgan School District Administration shall immediately
report that information to the Utah Professional Practices Advisory Commission;
iv) a person who makes a report under this subsection in good faith shall be immune from civil or criminal liability that might otherwise arise by reason of that report.

t) A staff member who has knowledge of suspected incidents of bullying shall immediately notify the student’s building administrator in compliance with Morgan School District Bullying Policy

u) Failing to report suspected misconduct as required herein is a violation of this policy, the Utah Educator Standards, and in some instances, state law, and may result in disciplinary.

Training

v) Within 10 days of beginning employment with the Morgan School District, a staff member shall receive training regarding this policy and shall acknowledge in writing having received training and understanding the policy.
w) Staff members employed by the Morgan School District at the time of initial adoption of this policy shall receive training regarding this policy prior to the first day of the 2019-2020 school year on which students will be in attendance and shall acknowledge in writing having received training and understanding the policy.

Violations

A staff member found in violation of this policy will be subject to disciplinary action.

Interacting with Students Summary

1. Avoid transporting students in your personal vehicle whenever possible. Staff should never transport students of the opposite sex without at least one additional witness being present in the car.
2. Relationships with students should be professional and formal. Avoid excessive informality and excessive personal involvement. Staff dating of students is prohibited. Sexual relationships between students and staff are grounds for immediate dismissal.
3. Never permit students to be in high-risk areas including, but are not limited to the gym, shop areas, weightlifting areas, and science labs.
4. The interrogation and search (personal & property) of students is the responsibility of the resource officer and/or building administration. Do not become involved unless you are asked to serve as a witness.

5. Do not provide students with medicine or administer medicine to students unless you are working under the specific direction of your building principal.

6. Always follow district policy and/or procedures in the cleanup of body fluids.

7. If you have a concern about a fellow employee, share it directly with him/her or take it to your immediate supervisor. Sharing concerns about an individual with other employees or members of the general community is unprofessional.

8. Never share confidential information about a child, parent, or staff member to individuals who are unauthorized to receive that information.

9. Always remember that we are a public organization that is operated for the education of children and paid for through the tax revenues of Morgan County and the State of Utah. We are and should be accountable for all that we do and say.

10. Never lend your keys to others! The practice of giving keys to community members and/or family members to use district facilities and/or equipment without the consent of the building principal and without direct adult supervision by an employee of the District is prohibited.

11. Never send a student on an errand that will require them to leave campus and/or use a vehicle. You may be required to assume the responsibility for his/her behavior, including his/her driving, in a court of law. Students are not permitted to drive private vehicles to a school activity in which they are participating.

12. The freedom of choice that each staff member should have with regards to solicitations should be respected. Individuals should not be directly or indirectly pressured into purchasing items or becoming involved in fundraisers as a result of the actions of other staff members in group meetings, during lunch, or within the confines of break or faculty rooms.

13. Employees must recognize the diversity of the staff when sending out emails to “everyone” or to entire building. Emails with religious or political connotations are inappropriate when sent to large groups of individuals. At this point in time, forwarding emails of this nature to selected individuals who are not offended is still permissible although abuses may end those opportunities for everyone sometime in the future.

Sexual Harassment

Sexual harassment is a form of sex discrimination, which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. and § 34A-5-101 et seq. of the Utah Antidiscrimination Act.

If any employee of the District knows of or has reason to believe that another employee is being harassed at the workplace by others on the grounds of race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; or disability,
then the employee must promptly report such harassment to the Board. The report shall be made confidentially and the Board shall maintain the confidence of any report of such harassment.

Within the direction of the Board, any employee may be terminated for cause, suspended with or without pay or placed on probation for engaging in any form of harassment of another employee on the grounds of race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; or disability.

It is the policy of the District to maintain learning and working environment that is free from sexual harassment. The District prohibits any form of sexual harassment. It shall be a violation of this policy for any student or employee of the District to harass a student or an employee through conduct or communication of a sexual nature as defined by this policy.

The District will act to investigate all complaints, formal or informal, verbal or written, of sexual harassment and to discipline any student or employee who sexually harasses a student or employee of the District.

Sexual Harassment consists of unwelcome sexual advances, requests for sexual favors, physical or verbal conduct or communications of a sexual nature, and any other gender-based harassment, whether initiated by students, school employees, or visitors when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile or offensive employment or education environment.
4. Any sexual harassment as defined when perpetrated on any student or employee by any employee will be treated as sexual harassment under this policy.
5. Sexual harassment may include but is not limited to:
   a. Verbal harassment or abuse, including any offensive communication that is sexually degrading or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual’s clothing, appearance or activities; sexual gestures;
   b. Subtle pressure for sexual activity including sexual invitations or requests for sexual activity in exchange for grades, preferences, favors, selection for extracurricular activities, homework, etc.;
   c. Physical contact or closeness that is sexually suggestive, sexually degrading, or sexually intimidating such as the
unwelcome touching of another’s body parts, spanking, pinching, stalking, frontal-body hugs, intentional brushing against a student’s or an employee’s body; etc.
d. Demanding sexual favors accompanied by implied or overt threats concerning an individual’s employment or educational status;
e. Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment or educational status; or any unwelcome sexually motivated touching;
f. Unwelcome gestures that are sexually suggestive, sexually degrading or imply sexual motives or intentions;
g. Written or pictorial display or distribution of pornographic or other sexually explicit materials such as magazines, videos, films, etc.

Reporting Procedures

Any person who believes he or she has been the victim of sexual harassment by a student or an employee of the District, or any third person with knowledge or belief of conduct which may constitute sexual harassment should submit a written report of the alleged acts immediately to an appropriate District official as designated by this policy.

The District encourages the reporting party or complainant to use the report form available from the principal of each building or available from the district office.

1. In Each School Building. The building principal is the person responsible for receiving oral or written reports of sexual harassment at the building level. Upon receipt of a report, the principal must notify the District Human Rights Officer immediately without screening or investigating the report. A written report will be forwarded simultaneously to the Human Rights Officer. If the report was given verbally, the principal shall reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any sexual harassment report or complaint as provided herein will result in disciplinary action. If the complaint involves the building principal, the complaint shall be filed directly with the District Human Rights Officer.

2. District-Wide. The School Board hereby designates the Superintendent/Human Resource Director as the District Human Rights Officer to receive reports or complaints of sexual harassment from any individual, employee or victim of sexual harassment and also from the building principals as outlined above. If the complaint involves the Human Rights Officer, the complaint shall be filed directly with the Superintendent. The District shall conspicuously post the name of the Human Rights Officer, including a mailing address and telephone number.
3. Submission of a complaint or report of sexual harassment will not affect the individual’s future employment, grades or work assignments.

4. Use of formal reporting forms is not mandatory.

Confidentiality

It is district policy to respect the privacy and anonymity of all parties and witnesses to complaints brought under this policy. However, because an individual’s right to confidentiality must be balanced with the District’s obligations to cooperate with police investigations or legal proceedings, or to investigate and take necessary action to resolve a complaint, the District retains the right to disclose the identity of parties and witnesses to complaints in appropriate circumstances.

Where a complaint involves allegations of child abuse, the complaint shall be immediately reported to appropriate law enforcement authorities and the anonymity of both the complainant and school officials involved in the investigation will be strictly protected as required by Utah Code Ann. § 62A-4a-412.

Investigation and Recommendation

By authority of the District, the Human Rights Officer, upon receipt of a report or complaint alleging sexual harassment, shall immediately authorize an investigation. This investigation may be conducted by District officials or by a third party designated by the District.

The investigating party shall provide a written report of the status of the investigation within ten (10) working days to the Superintendent of Schools and the Human Rights Officer.

In determining whether alleged conduct constitutes sexual harassment, the District should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incidents occurred.

The investigation may consist of personal interviews with the complainant, the individuals against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In addition, the District may take immediate steps, at its discretion, to protect the complainant, students and employees pending completion of an investigation of alleged sexual harassment.

The District Human Rights Officer shall make a report to the Superintendent upon completion of the investigation.
District Action

Upon receipt of a recommendation that the complaint is valid, the District will take such action as appropriate based on the results of the investigation.

The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the District. The report will document any disciplinary action taken as a result of the complaint.

Reprisal

The District will discipline any individual who retaliates against any person who reports alleged sexual harassment or who retaliates against any person who testifies, assists, or participates in an investigation, proceeding, or hearing relating to a sexual harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Non-Harassment

The District recognizes that not every advance or consent of a sexual nature constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment effect requires a determination based on all the facts and surrounding circumstances. False accusations of sexual harassment can have a serious detrimental effect on innocent parties.

Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Division of Antidiscrimination and Labor, initiating civil action or seeking redress under state criminal statutes and/or federal law.

Sexual Harassment as Sexual Abuse

Under certain circumstances, sexual harassment may constitute sexual abuse and require reporting to appropriate authorities. In such cases, the provisions of Policy DG governing reporting of abuse should be followed.

Discipline

Any District action taken pursuant to this policy will be consistent with requirements of applicable Utah statutes and District policies. The District will take such disciplinary action it deems necessary and appropriate, including warning, suspension or immediate termination to end sexual harassment and prevent its recurrence.
Property Rights

 Classified employees shall have no property right in their employment and may be dismissed at will. The Board or its designee may terminate the employment of contract classified employees any time, for any reason, other than a reason prohibited by law.

No Implied Contract Rights

 Nothing in these policies may be construed to grant any implied contract rights beyond those contract rights expressly provided for in these policies or by state statute. No employee shall have an expectation of continued employment beyond the current contract period unless expressly stated otherwise in these policies or in state law. All employees not expressly granted expectations of continued employment are employed by the District as at-will employees.

Firearms

Control of Dangerous Materials and Firearms on District Property

 No district employee, no student, nor any other person, shall possess a firearm, weapon, explosive, flammable material, or other material dangerous to persons or property on or about school premises or other district buildings or property with the exception of:

1. Law enforcement officers.
2. Dangerous materials used for authorized purposes in connection with a lawful activity or when the item or material is present or to be used in connection with a lawful, approved activity and is in the possession or under the control of the person responsible for its possession or use (e.g. chemicals in a chemistry class, knives in a family and consumer science class).
   a. General Public Concealed Weapons Permit Holders

      Morgan School District does not accept liability or responsibility for any person’s decision to carry, use, or threaten the use of a weapon. Any and all demands, liabilities, claims, damages, actions, or proceedings in law or equity, including attorney’s fees and costs of suit, relating to or arising out of a person’s decision to carry, use or threaten the use of a weapon will be the sole responsibility of that person without any recourse to or liability protection from or through the District.

   b. District Employee Concealed Weapons Permit Holders
An employee’s decision to carry, use, or threaten the use of a weapon is outside the scope of the employee’s employment. Using school property to cover, hide, or secret a weapon is prohibited.

Any and all demands, liabilities, claims, damages, actions, or proceedings in law or equity, including attorney’s fees and costs of suit relating to or arising out of an employee’s decision to use, or threaten the use of a weapon will be the sole responsibility of the employee without any recourse to liability or employment protection.

**Personal Protective Equipment**

The Board has determined that employees of the District must take accountability for assessing workplace hazards and wearing personal protective equipment (PPE).

Each employee who works in any area of a District building or on District property that is around or uses electric or power operating equipment or chemicals of any nature shall:

1. Assess the dangers and hazards present in the working environment;
2. Submit a written assessment of the dangers and a plan as to safety precautions and to specify the PPE that will be worn whenever the chemicals are deployed or the power equipment is used.

As a part of orientation of employees who encounter hazards in the workplace, the head custodian of each school shall train employees in the following:

1. When PPE is necessary;
2. What PPE is necessary;
3. How to properly put on, wear, take off and adjust the PPE;
4. The limitations of the PPE;
5. The proper care, maintenance, useful life, and disposal of the PPE.

**Eye and Face Equipment**

Employees must wear eye or face protection when they would otherwise be exposed to eye or face hazards from flying particles, molten metal or welding sparks, liquid chemicals, acids or other caustic liquids, chemical gases or vapors, or potentially injurious light radiation. Employees must wear eye protection that provides side protection when there is a hazard from flying objects or splashing liquids. Detachable side pieces are acceptable.

**Prescription Lenses Notification and Responsibility**

Employees who wear prescription lenses while engaged in operations that involve eye hazards must wear eye protection that incorporates the prescription in its design, or wear eye protection that can be worn over the prescription lenses without disturbing the proper position of the eye protection.
Head Protection

Employees must wear head protection when working in areas where there is a potential for injury to the head from falling objects. In addition, head protection must be worn near exposed electrical conductors which could contact the head.

Foot Protection

Employees must wear foot protection when working in areas where there is a danger of foot injuries due to falling or heavy rolling objects, or objects that may pierce the soles of shoes or where the employees' feet are exposed to electrical hazards.

Hand Protection

Employees must use appropriate hand protection when employees' hands are exposed to hazards such as those from skin absorption of harmful substances, severe cuts or lacerations, abrasions, punctures, chemical burns, thermal burns and temperature extremes.

Employee Responsibilities

Each employee has the duty upon entering the workplace to examine it carefully to determine if it is safe, to assess dangers, and to determine appropriate measures to be taken to maintain a safe working environment. After such an examination, it is the duty of each employee to make the place, tools and equipment safe. If the place and equipment cannot be made safe, then the employee must immediately report the unsafe place, tools, equipment or conditions to his or her immediate supervisor.

Compliance with Governing Rules

An employee has a duty to:

1. Comply with all safety rules of the District and all federal and state laws and rules which are applicable to the employment;
2. Use safety devices, products, or tools to enhance general safety requirements that the District identifies to provide employees with a greater level of protection;
3. Be familiar with and comply with proper health and safety practices;
4. Use the required safety devices and proper personal protective equipment provided;
5. Follow all safe work procedures outlined by the District; and
6. Report all accidents to his or her immediate supervisor immediately.
Injuries at Workplace

In the event that an employee is injured at District property within the scope of employment, and it is determined that the injury resulted from the employee’s neglect of any of the requirements set forth in this policy, the employee will be subject to willful misconduct reduction of 15% pursuant to Utah Code Ann. § 34A-2-302(3) (a) whenever the injury is caused by the willful failure of the employee to:

1. Use safety devices when provided by the District; or
2. Obey an order or reasonable rule adopted by the District for the safety of the employee.

Use of Controlled Substances Leading to Injuries on the Job

Disability compensation shall not be paid to any employee when a major contributing cause of the employee’s injury is the employee’s:

1. Knowing use of a controlled substance for which the employee did not obtain a valid prescription;
2. Intentional abuse of a controlled substance in excess of amount prescribed or use in an otherwise abusive manner; or
3. Intoxication with a blood alcohol level of .08 grams or greater as shown by a reliable test.

Disability compensation may be reduced when any of the above is a contributing cause of the injury but not the major contributing cause.

Work Related Injuries

All district employees are covered under the Workers Compensation Plan and will be entitled to prescribe benefits should they be injured while at work. Injuries occurring on the job or job related injuries must be reported immediately to Company Nurse 1-888-375-0279 and building administrator or their designee. Unless there is a critical emergency, the employee should also report the injury to their immediate supervisor or the district office before medical treatment is sought. The lack of a timely report by the employee may endanger their ability to qualify for benefits. A lack of a timely report may also prohibit the District from verifying that the injury was job-related.

Both the District and the employee have responsibilities with regards to filing the necessary reports. The employee is responsible for contacting the district business office to complete a “First Report of Injury or Illness” form within seventy-two (72) hours of the time the accident occurred. If a report of injury/occupational illness is not reported to the District within 180 days of the
date of injury/illness, the employee may lose the right to ever file a claim for workers compensation on that injury or illness.

An employee who is temporarily absent from work and unable to perform his/her duties as a result of a work related injury or illness may continue to be paid under a number of different plans. There is no “district paid” leave for a work related injury. Those plans include the following:

1. You may be paid directly by workers compensation and protect your current sick leave balances. The pay is at approximately 66 percent of your normal pay after three days of leave without pay.
2. You may use a portion of your sick leave to cover the difference between what you are being paid through workers' compensation and your normal salary.
3. You may receive full salary as long as you have accrued sick leave. If you are being paid full salary through your leave benefits from the District, you must surrender any compensation that you receive from workers compensation for lost wages.

At no time may an employee receive both workers compensation and salary from the District that exceeds what they normally would make for that given day of employment.

When an employee has suffered a work related injury, the District will maintain the employee’s insurance benefits as constituted immediately before the accident. This coverage will continue for a period of no more than three (3) months beyond the last month in which the employee received pay from the District for labor, sick leave, annual leave or personal leave. The employee is not permitted to use a few days of paid leave each month to extend insurance coverage. Once paid leave is started, it must run consecutively.

If the individual’s employment with the District terminates, the insurance benefits also terminate unless the individual is eligible for and elects to participate in COBRA or is eligible for retirement benefits.

The employee must have a medical release to return from a work related injury. The District, when in its best interest, will require a full release with a written statement of limitations before an employee may return.

The District will guarantee a position for the employee until the end of the fiscal year in which the injury took place or for 60 days, whichever period of time is longer. If the absence required to recover from a work related injury extends beyond this time period, the employee must request a long-term leave of absence through the Board of Education.

The Board is not required to grant such a leave. The District will make a reasonable effort to develop accommodations for the employee’s disability.

The District performs regular hazard analysis; however, each employee should analyze all jobs and work assignments for hazards. Employees are
responsible to immediately report any unsafe conditions or lack of protective equipment to their immediate supervisor and/or principal immediately! If expedient and reasonable corrective action is not taken, employees are directed to contact the Superintendent of Schools.

Prescription Lenses Notification and Responsibility

Employees who wear prescription lenses while engaged in operations that involve eye hazards must wear eye protection that incorporates the prescription in its design, or wear eye protection that can be worn over the prescription lenses without disturbing the proper position of the eye protection.

Workers Compensation

Workers’ compensation insurance is an industrial insurance which every employer, with very few exceptions, is required to purchase to cover work place injuries and illnesses for its employees. Since the workers’ compensation program is a no-fault program, neither the employer nor the employee has to assign fault for an injury occurring in the workplace. The steps of how a worker’s claim for benefits proceeds in the system are as follows:

1. Injuries occurring on the job or job related injuries must be reported immediately to Company Nurse 1-888-375-0279 and building administrator or their designee. If the injury or illness is beyond first-aid, the employer must report a First Report of Injury within seven days; this is done by reporting the injury to the workers’ compensation insurance carrier, who in turn electronically reports the injury to the Labor Commission. A copy of the report is to be given to the injured worker. This immediate notification allows the injured worker, employer and insurance carrier to promptly begin to have the injured worker receive the medical care needed to return to work as quickly as possible.

2. **The injured worker tells the medical provider that the injury or illness is work related.** The injured worker must be seen first by the employer’s designated physician or medical facility if the employer has chosen a physician or medical facility. If there is no designated medical provider, or once they have seen the designated provider, the injured worker may choose to see a doctor of his/her choice. The doctor is to report the initial visit by “Physician’s Initial Report of Injury” (Form 123) of the injured worker to the Labor Commission, the insurance carrier and give a copy of the report to the injured worker.

3. **The insurance carrier will open a claim for benefits once they have received either one or both reports from the employer or doctor.** The insurance carrier is to make a determination of compensability of the injury or illness within 21 days of having received the claim for benefits and can file for an extension of a total of 45 days.
4. **Compensable Claim.** If the claim is compensable, and if the doctor determines that the injured worker will lose work time, the insurance carrier is to contact the injured worker and the employer to determine the rate of weekly pay that the injured worker is to receive for the time off work. All medical bills are to be paid by the insurance carrier or self-insured employer (an employer who is not self-insured is not allowed to pay medical bills directly). The injured worker is not to pay anything toward the medical care received. In most cases the claim for medical benefits is paid, the injured worker returns to work and the claim is ended.

5. **Denial of the claim.** If the insurance carrier denies that the claim is compensable, the insurance carrier is to send a denial letter to the injured worker and the Labor Commission.

6. **Application for Hearing.** If the claim is denied, the injured worker has the right to apply for a hearing at the Labor Commission to have an administrative law judge determine if the injured worker’s claim is compensable. While the workers’ compensation claim is being decided the injured workers’ private health insurance carrier can be required to cover his/her medical expenses. On the application for hearing form, Item 8 Coordination of Benefits with Your Private Health Insurance Company, must be completely filled out in order for this process to start. Please note, the injured worker is responsible for any co-pays or deductibles normally due under the private health insurance plan. The private health insurance carrier is not obligated to cover medical expenses until notice is given. For more information regarding the Utah Coordination of Benefits Act (Utah Code Ann. §31A-22-619.6, please see the Utah Labor Commission Adjudication website.

7. **Workers’ Compensation Coordination of Benefits Untimely Payment.** If an application for hearing was submitted with item 8 Coordination of Benefits with Your Private Health Insurance Company completely filled out, and the Adjudication Division determined the injury to be compensable under workers' compensation, if the workers' compensation carrier fails to make payment within the time frame ordered the Workers’ Compensation Coordination of Benefits Untimely Payment Complaint Form should be submitted to the Industrial Accidents Division for review.

8. **Labor Commission Assistance.** The Industrial Accidents Division has several intake staff, ombudspersons, and mediators to help claimants resolve claims without the need for a formal hearing. However, if the claimant has filed for a hearing, the case continues in the adjudication process until the case is either settled or heard by an administrative law judge. For assistance, an injured worker, employer, medical provider or insurance carrier may contact the Industrial Accidents Division at 801-530-6800 or toll free (in Utah) at 1-800-530-5090.
Section 504 Coordinator

The District will designate at least one person to coordinate its efforts to comply with Section 504 of the Vocational Rehabilitation Act of 1973 and its implementing regulations.

The District will take appropriate continuing steps to notify applicants and employees that it does not discriminate on the basis of disability in violation of Section 504 of the Vocational Rehabilitation Act of 1973 and its implementing regulations. The notification shall include identification of the designated coordinator, which may be in the following form:

The District designates the following person to coordinate its efforts to comply with Section 504 of the Vocational Rehabilitation Act of 1973:

Name: Dr. Douglas D. Jacobs
Position: Superintendent
Office Address: 67 N. 200 E.
Office E-mail: djacobs@morgansd.org
Telephone: 801-829-3411

Employee Selection

Selection of classified staff may involve the Superintendent, business administrator, building principal, supervisor for that particular position, and/or members of the classified or certificated staff. The responsibility for the final selection rests with the Superintendent of Schools.

Those involved in the selection process are responsible to seek out and employ the most qualified applicant possible under the restraints facing the District at that time.

Each employee shall have the training, basic skills, and physical abilities as required to carry out the responsibilities of the position for which they are a candidate. Physical qualifications must be based on actual requirements demonstrated on a regular basis in the completion of the assigned task associated with the specific job description. The District reserves the right to require new employees to gain additional training as a condition for continued employment.

A new employee may be required to undergo a physical examination to demonstrate his/her ability to complete all the tasks associated with his/her job description. Bus drivers are required to pass a physical examination every other year to gain and maintain their positions within the District. They are also required to demonstrate their physical ability to carry out certain functions that are inherent to their position. By law, bus drivers are required to submit to a drug testing program in order to maintain employment.
New employees are placed on Step 1 of the wage schedule in the appropriate column that is associated with their specific job area. Credit for previous work outside the District will not be given. Credit for employment as a temporary employee and/or a substitute is not considered when placing an individual on the salary schedule. Exceptions may be made in this procedure, although any exception must be noted and approved during a public meeting of the Board.

There are several forms associated with the payroll department of the Morgan School District. All forms must be completed before the individual will be paid. This does include providing the District with a copy of an employee’s social security card.

New, regular employees shall serve a probationary period of ninety (90) calendar days. During this time, the immediate supervisor will observe the employee’s work and personal qualities. Concerns will be communicated promptly. During the probationary period, the employee may be dismissed at any time for any reason without the District following the process established for individuals who have passed through their probationary period of employment.

**Employee Classification**

Morgan County School District hires five (5) groups of employees in the area of classified staff. Those areas are as follows:

**Full-time 12 Month Employees:** Individuals who are employed under a job description for 178-260 days of operation in the District eight (8) hours per day.

**Full-time Employees:** Individuals who are employed under a job description for 178-260 days of operation in the District six (6) or more hours per day.

**Part-time Employees with no benefits:** Individuals who are employed less than 30 hours per week and do not receive any employee paid benefits.

**Temporary Employees:** Persons employed under a specific job description for specific reasons and a specific length of time not to exceed the last day of the current fiscal year. No temporary position is to last longer than one (1) full fiscal year. Temporary employees receive no insurance benefits, have no paid leave or holidays, and do not gain seniority.

**Substitutes:** Substitutes fill an identified job on a daily basis as needed. No benefits are available. Individuals serving as substitutes do not gain seniority nor do they gain credit on the salary schedule for future employment. Substitutes are not considered to be employees of the District.

**Employer Paid Benefits**

The Morgan School District will not provide any related benefits to employees who work less than 30 hours per week. Employees hired before July 1, 2014, who currently receive any employee related benefits, will keep those
benefits until their employment status changes at which time the benefits would be reflective of the hours worked including employees who discontinue employment and then return. If an employee quits and comes back within 120 days, the district would still be obligated to resume benefits.

**Resignation**

Resignation of employment by a member of the classified staff must be given in writing fourteen (14) days prior to the final day of intended employment. Early resignation may be granted, provided a suitable replacement can be secured.

All leave will be prorated for individuals that resign before the end of the work year. If the individual has taken more days off than he/she has earned to that point, the excess days will be identified as leave without pay and will be deducted from the employee’s last payroll allocation.

All financial obligations to the employee will be settled at the payday immediately following his/her resignation and/or termination. If the employee is involved in the district insurance program, coverage will continue through the last day of the month in which he/she last worked for the District.

**Unemployment**

Unemployment payments are designed to help individuals who leave the employment of an organization for a good reason, usually associated with a reduction-in-force or a resignation for a reason acceptable to the Department of Workforce Services. It is the practice of the District to challenge any claim that does not clearly fall under the guidelines of the law.

Employees do not qualify for unemployment during the summer vacation.

**Licensure**

It is the responsibility of the employee to keep licenses pertinent to their job current.

When a license is suspended that directly affects the employee’s ability to function in his/her job, the employee will be placed on a leave without pay until the license is re-instated or the individual’s employment with the District is terminated.

**Personnel Files**

Official personnel files are maintained in the district office. The personnel files will contain such information as original employment applications, evaluations, letters of commendation or reprimand, letters of complaint against the employee, information regarding grievances, salary and payroll information, and leave data.
The Board, Superintendent, district secretaries, business administrator, human resource director, immediate supervisor, and/or building principal have access to the personnel files. An individual employee may review the contents of their personnel file at any time. The District reserves the right to require a written request to review the file. The request should be made through the Superintendent’s office. The District also reserves the right to have the Superintendent, business administrator, human resource director or a district level secretary present when an employee reviews the content of their file.

Challenges to materials contained in the file are made directly to the Superintendent of Schools. An appeal regarding any decision that the Superintendent makes on a personnel file is possible through the Board. The appeal must be requested within thirty (30) calendar days of the time that the Superintendent responds to the employee’s initial appeal.

Employees may request the inclusion of materials into their personnel file through the Superintendent of Schools or the district secretary.

An employee may permit, upon a written request, materials from their personnel file to be provided to a representative so designated by the staff member. An employee may petition to have materials that have been in the file for over five years removed. It is the Superintendent’s decision whether or not to remove said files.

An employee may request that any information in their personnel file be sealed in an envelope in order to prevent the information from being reviewed by individuals who may be doing normal maintenance procedures and filing. Principals may also keep files on employees although the only “official personnel file” is kept in the district office.

Principals may also keep files on staff members although the only “official personnel file” is kept in the district office. Materials from the principal’s file may be transferred to the district file if the process outlined in this section and district policy has been followed.

**Breaks**

Breaks are not required by law nor automatically provided by district policy for employees. Employees are expected to complete their established tasks each day in a way that provides acceptable quantity and quality of work.

The periodic need to use the restroom, make a phone call, get a drink, etc. is recognized and acceptable as long as it is not abused nor diminishes the employee’s ability to accomplish his/her assigned tasks.

When breaks are possible, they should be held within the following guidelines:

1. Employees on break are not required to “punch out” on the time clock.
2. Breaks should not exceed fifteen 15 minutes.
3. A morning and afternoon break are not to be linked together to create a “paid” lunch.
4. Those working less than four (4) hours per day do not qualify for a “break” although they are permitted time to take care of issues associated with the second paragraph in this section.
5. During a break, an employee remains “on call” and is required to respond to responsibilities associated with their work.

Lunch

Lunch is an “unpaid” break, and thus employees are required to “punch out” on the time clock. Lunch breaks are normally thirty (30) minutes in length, although the exact time may vary based on a person’s job responsibilities. Those employees working five (5) or more hours a day are required to take a regular lunch break. Those employees working less than five (5) hours are not entitled to a lunch break unless a break is required in order for them to accomplish their assigned tasks and/or a break has been approved by their immediate supervisor.

There are individuals who may, at times, remain on duty during what would normally be considered a lunch break. In those situations there is no need to punch out because the individual is still working even if they are consuming food. Two most obvious examples are special education assistants who are responsible for feeding a student and secretaries who may at times find it impossible to leave their workstations.

Background Checks

At the time a prospective employee makes application for employment with the District, such prospective employee shall fill out an employment application providing the following warning:

“All references stated in this application will be checked by the School District and it is the policy of this School District that false information will be grounds for rejecting your application with no further consideration for the position; or, if such false information is discovered after hire, you will be subject to immediate termination for cause. Any false information may also be the grounds for criminal prosecution.”

All employees seeking employment with the District shall sign a written release, waiver, and authorization which authorize the District to request information from the prospective employee’s past three employers and supervisors. The release, waiver, and authorization shall also authorize the District to contact former employers to obtain a reference check and to conduct a background search into the employee’s criminal record, if any or any other background check as the District deems necessary to satisfy itself of the quality and competence of the prospective employee’s credentials.
All prospective employees and volunteers who will be given significant unsupervised access to a student in connection with the volunteer’s assignment or, where reasonable cause exists, a current employee or volunteer to submit to a criminal background, and shall require the person to provide fingerprint identification for that purpose.

The applicant, volunteer, or employee shall be given written notification that a background check has been requested. The Superintendent or Board shall consider only those convictions which are job-related for the applicant, employee or volunteer.

Unless a criminal background check is done as part of an employee’s continued licensing with the state, an employee shall submit to criminal background checks every six years or more frequently based upon the employee’s assignment.

The District will pay the cost of an applicant’s background check, except that if the following are true, the District will require an applicant to pay the costs of the background check as a condition for consideration for employment:

1. The applicant has passed an initial review; and
2. The application is one of a pool of no more than five candidates for a position

The District may require an employee to pay the cost of a periodic criminal background check required for continued employment.

An applicant, volunteer, or employer shall be extended an opportunity to respond to or explain any information received as a result of the criminal background check.

If the District denies a person employment or terminates an employee because of information obtained through a criminal background check, the person or employee shall be given written notice of the reasons for denial or dismissal and extended an opportunity to respond to the reasons.

Information obtained pursuant to a criminal background check is confidential and may only be disclosed as provided herein.

The District shall submit to the Department of Public Safety a complete list of non-licensed employees, including names, dates of birth, and social security numbers.

Duty to Report

An employee who is arrested for the following alleged offenses shall report the arrest within 48 hours or as soon as possible to the District’s Superintendent or designee:

(1) Any matters involving arrests for alleged sex offenses;
(2) Any matters involving arrests for alleged drug-related offenses;
(3) Any matters involving arrests for alleged alcohol-related offenses;
(4) Any matters involving arrests for alleged offenses against the person found in Utah Code Ann. §§ 76-5-102 through 76-5-413; and

An employee shall report convictions, including pleas in abeyance and diversion agreements within 48 hours or as soon as possible upon receipt of notice of the conviction, plea in abeyance or diversion agreement.

After receiving arrest information about the employee, the Superintendent or designee shall review the arrest information and assess the employment status considering the employee’s assignment.

An employee shall be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses that may endanger students during the period of investigation. An employee shall be immediately suspended from any duties that require the employee to transport students or operate or maintain a district vehicle for alleged offenses involving drugs or alcohol during the period of investigation.

The employee shall report for work following the arrest of any matters listed in items (1) through (4) above only after notice has been provided to the District unless directed not to report for work by the District, consistent with district policy.

Failure to report any arrest or conviction pursuant to this policy may result in disciplinary action, up to, and including, termination.

Documents and records related to an employee’s arrest and/or conviction, plea in abeyance, or diversion agreements, as well as final administrative determinations and actions following investigation, shall be maintained for a minimum of two (2) years following termination of employment with the District and require protection of confidential employment information.

“Licensed educator” means an individual who holds a valid Utah educator license and has satisfied all requirements to be a licensed educator in the Utah public school system (examples are teachers, school administrators, and school district specialists). A licensed educator may or may not be employed in a position that requires an educator license. Licensed educators include individuals who are student teaching, who are in alternative routes to licensing programs or positions and individuals who hold district-specific licenses.

Scope of Employment

Employees of the District act within the scope of their employment only when acting to discharge duties for which they have been hired by the District or act under the direction of the Board, the Superintendent or the school principal in the school where that employee works. The following guidelines govern the scope of an employee’s duties:
Meeting Outside of School Day

Written approval of the principal in the school where the employee works is required whenever it becomes necessary for a district employee to meet with a student(s) outside the regular school day or outside of the school premises. School sponsored activities, such as student performances and athletic events, as well as related practices, involving the school's athletic teams, clubs, or organizations that require an employee to meet with students outside of the regular school day do not require written approval of the principal. District employees shall supervise students appropriately at school and school-related activities.

After-hour activities involving students are to be held at the school whenever possible. If another location is necessary, prior written approval from the school principal is required.

Extra-Curricular Assignments

Classified employees do not have an expectation of continued employment in extra duty assignments.

For purposes of this policy extra duty means an appointment which is in addition to the regular work day appointment such as an assignment for coaching or directing athletics, choirs, bands, debate programs, drama and similar extracurricular activities.

The District retains the right, at its sole discretion, to terminate extra duty assignments and the pay for such extra duty assignments within its sole discretion at the end of a contract term.

Extracurricular assignments are considered to be temporary positions. Extracurricular assignments are considered to be “less” than twenty (20) hours a week. Therefore, individuals whose sole responsibility with the District is in the supervision of extracurricular activities are not eligible to participate in the Utah State Retirement System.

Those individuals who are selected to serve as coaches must be properly licensed by the State of Utah. The requirements for a license include having a major or minor in physical education and/or coaching or the completion of the UHSAA’s Training and Certification program. This requires individuals to complete a training course plus a basic course in first aid, adult CPR and concussion training.

Utah State Board of Education rules and regulations prohibit a person from coaching a second year without being properly licensed.
Part-time classified employees cannot use time spent in the supervision of extracurricular activities as a means of increasing their hours in order to qualify for benefits.

**Restrictions on Transportation**

Except as otherwise specifically provided for by district policy, no employee, except an authorized bus driver, has the authority to provide transportation for any student or other employee unless express written authorization is given by the principal. All transportation not authorized is outside the scope of employment.

**Assigned Hours**

Each classified staff position is allocated a set number of hours in the personnel budget. When those hours are exceeded, the District experiences an unexpected budget shortfall. Employees are to remain within the number of hours per week/per year allocated for their position.

The administration understands the need to cover emergencies, and thus immediate supervisors have been given limited authority to authorize additional hours to meet unique needs. The need to authorize additional hours is to be reported to the department head, building principal, and/or the district business administrator.

Once hours have been missed, there is no makeup unless there is a specific need identified by the immediate supervisor and approved by the department head, building administrator, or the business administration.

When a regular employee who is a member of the classified staff is called into work at a time outside of their normal work schedule, they will be guaranteed a minimum amount of time with regards to payroll.

Members of the transportation department will be paid a minimum of two (2) hours when they are called in outside of their normal work schedule while all other members of the classified staff will be guaranteed a minimum of one (1) hour.

When an employee is called in to open and close a building, they will be guaranteed one (1) hour for doing both functions combined. To qualify for the minimum call-in provisions, the individual must be either required or requested to report to work by the district administration, building principal, or department supervisor.

**Work Year**

Classified staff and central administration work an established number of days each year. This work year is defined as follows:
Twelve-Month Employees:

Twelve-month employees shall have the following days off:

1. New Year’s Eve
2. New Year’s Day (paid holiday)
3. Presidents’ Day (when school is not in session)
4. Memorial Day
5. Fourth of July (paid holiday)
6. Pioneer Day
7. Labor Day
8. Thanksgiving Day (paid holiday)
9. Day after Thanksgiving
10. Christmas Eve Day
11. Christmas Day (paid holiday)

When a holiday falls on a weekend, the day(s) off may be scheduled at a time that is most convenient for the employee and his/her immediate supervisor

Eleven-Month Employees:

Eleven-month employees shall work a total of 220 days. Their work schedule will be developed with and approved by their immediate supervisor. Days off may be taken at any time during the period of time between July 1 and June 30, but shall be scheduled at a time that does not interfere with the normal activities of the school/district.

Less than Eleven-Month Employees:

Classified employees working less than eleven months are scheduled to work each day that students are in session (178). Additional days (beyond 178) are provided to a limited number of employees who are working in specific positions that have been approved by the Superintendent and/or Board of Education. Additional days are scheduled by the immediate supervisor, but must be used during July 1 and June 30.

Additional days are presumed to be used before and/or after the school year unless other arrangements have been made.

Classified employees are paid for the hours they work during each pay period.

**Dress**

When performing job responsibilities, employees are to be dressed in a way that is neat, clean, and conform to acceptable community standards. The District does have the authority to set dress standards and/or address specific concerns with individual employees. Dress should not distract from the learning environment or compromise the safety of students and/or the employee.
Food Service – Clothing Allowance

All food service employees are expected to wear approved clothing on the job. Food service employees will receive an annual clothing allowance of up to $100 per year. This allowance will be paid in the form of a reimbursement after the clothing has been purchased. Receipts for clothing, including shoes, must be submitted to the district business office prior to September 15 of each year to qualify for this reimbursement.

Transfers

It is the policy of the Administration to assign personnel to the positions that best meet the needs of the District. Transfers shall be used to maintain a proper balance of experience and specialized competence among the schools of the District.

Voluntary Transfers

By April 1 of each school year, the District will advertise known job vacancies, together with required endorsements and skill requirements of the particular position, for the upcoming school year to all current employees. The District will also make reasonable efforts to advertise to all current employees any vacancy which occurs after the April 1 deadline.

Involuntary Transfers

A Principal or immediate supervisor may request the transfer of an employee when in his or her judgment it will benefit the employee, the school, or the District. Involuntary transfer requests stating specific reasons for the transfer shall be made to the Superintendent. A copy of the request shall be made available to the employee. The Superintendent's designee shall review the request and recommend approval or denial to the administrator of Personnel or the Superintendent, who will approve or deny the involuntary transfer request. The Superintendent or the administrator of Personnel may unilaterally review and approve or deny the involuntary transfer request.

In situations where an involuntary transfer becomes necessary due to a reduction in staff or for staff imbalance, a call for volunteers shall be made and if there are no volunteers, selection shall be made in the best interests of the District. In the case of an involuntary transfer due to a reduction in staff or for staff balance, the administrator shall adhere to the following guidelines:

1. Employees required to transfer involuntarily shall be notified of the available openings for which they are qualified.
2. Employees identified for involuntary transfer shall list their preference for available positions. Positions will be filled by the District with consideration given to the employees' priority listing.
3. Program need shall be based on the primary assignment description.
4. Whenever possible, an employee being transferred to a different assignment shall be notified of the transfer prior to the end of the school year.

5. The transferring employee shall be notified of the change in assignment in a conference with his or her supervisor or a designee.

Restrictions on Transfer of Employees

An employee whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the employee.

If an employee who is under an order of probation or remediation in one assignment in a school district is transferred or given a new assignment in the District, the order shall stand until its provisions are satisfied. An employee who is under an order of probation or remediation may not be transferred to another school unless the Superintendent or the administrator of Personnel specifically approves the transfer of the employee.

A transfer in a classified staff assignment may be initiated by employees who submit a written request to their supervisor. An employee submitting a written request to his immediate supervisor and/or the Superintendent may initiate changes in classified staff assignments. The immediate supervisor, building principal, the Superintendent, and/or the Board of Education may also initiate changes.

The employee requesting the transfer must meet all job qualifications established for the position before a change will be considered. With the exception of situations where the District is under provisions of the RIF’s policy, the receiving principal must approve all individuals who transfer into their building.

Staff members interested in changing job classifications must follow the same process established for hiring new employees, although a probationary period is not required.

The Superintendent and the Board reserve the right to assign classified staff to positions within the District and/or change their assigned hours, at their discretion. Staff members being reassigned will be involved in that decision-making process, unless the Superintendent declares an emergency.

Individuals who are denied a transfer may request a conference with the individuals responsible for the decision to gain information regarding the reasons for the denial. Since the authority to transfer, assign, or reassign rests with the administration and the Board, decisions in this area are not open for grievances unless there is evidence of retaliation and/or discrimination.
Confidentiality

District employees may not:

1. Accept employment or engage in any business or professional activity that the employee might reasonably expect would require or induce the employee to improperly disclose controlled information that the employee has gained by reason of the employee’s position.

2. Disclose or improperly use controlled, private or protected information acquired by reason of the employee’s official position or in the course of official duties for the employee’s or another’s private gain or benefit.

3. Use or attempt to use the employee’s position with the District to substantially further the employee’s economic interest or to secure special privileges or exemptions for the employee or others.

4. Accept other employment that the employee might expect would impair the employee’s independence of judgment in performing the employee’s public duties.

5. Accept other employment that the employee might expect would interfere with the ethical performance of the employee’s duties.

Accepting Gifts, Compensation or Loan

No District employee shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation, or loan for the employee or another if:

1. It would tend to influence someone in the employee’s position in the discharge of employment duties;

2. the employee knows or someone in the employee’s position should know it is a reward for the employee’s action; or

3. the employee recently has been, or is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided below captioned “Receiving Compensation for Assistance in Transaction Involving a State Agency.”

This section does not apply to the following:

1. An occasional non-pecuniary gift having a value of not in excess of $10.00;

2. an award publicly presented in recognition of public services;

3. any bona fide loan made in the ordinary course of business by an institution authorized by the laws of this state or any other state to engage in making such loans;
4. a political campaign contribution if the contribution is actually used in a political campaign of the recipient District employee.

Financial Conflicts of Interest

1. Always follow the prescribed procedure for the receipt and expenditure of public funds.
2. Always provide a written receipt for money taken from parents and/or students.
3. Always provide receipts for purchases that are made and purchases for which you are requesting reimbursement.
4. Never keep public funds in your desk or office. The funds should be given to the school secretary each day for deposit in the local bank.
5. Never charge students a fee without clearing it through the building principal. Fees related to a student’s classroom experience must be approved each year during the Board’s budget meeting in June. Remember that most fees are subject to the “fee waiver” exemption of the State of Utah. This includes participation in various after school programs including opportunities for extended travel when associated with the curriculum or other school activities.
6. Always complete a requisition as part of the purchasing process. Avoid “confirmation” orders unless in times of an emergency.
7. Always follow the prescribed procedures when disposing of school property.
8. Remember that we are spending a limited resource that belongs to the public! Be prepared to justify all expenditures.
9. Never keep funds collected for school activities or school programs in an account outside of the building’s activity account.
10. Items that you purchase with school district funds are the property of the school district or state and not yours personally. If you leave, those items stay.

Private Education-Related Activities

A District employee who participates in a private but public education-related activity shall ensure that his or her participation in the activity is separate and distinguishable from the employee’s public employment in relation to a private but public education-related activity. Such activities include but are not limited to:

a. Tutoring;
b. Lessons;
c. Clinics;
d. Camps; or
e. Travel Opportunities.

Employees may not:

1. Use education records or information obtained through employment with the District to promote the activity unless the records or information have been made available to the general public and the requirement of the
Federal Education Rights Privacy Act ("FERPA") have been complied with;
2. Use school time to promote, discuss, or prepare for the activity;
3. State or imply to any person or entity that participation in a school sponsored program or extracurricular activity is conditioned in any way for participation in the activity;
4. Give or withhold credit based on participation in the activity, including but not limited to clinics, camps, private programs or travel activities that are not equally and freely available to all students;
5. Contact any students at public schools except as provided for below.

In relation to a private, but public related activity, an employee may:

1. Offer public education-related services, programs or activities to students provided that they are not advertised or promoted during school time and consistent with the policy.
2. Discuss the activity with students or parents, but only outside of the classroom and the regular school day.
3. Use directories which are available to the general public to identify prospective clients, such as school phone directories distributed or made available to the public.
4. Use student or school publications in which commercial advertising is allowed to advertise and promote the activity.

An employee may purchase advertising space to advertise an activity or service, whether or not sponsored by schools in the District or by the District, in a publication that accepts advertising.

The advertisement may identify the activity participants and leaders or service providers by name, provide non-school telephone numbers and provide details of the employee’s employment experience and qualifications.

Posters and brochures may be posted or distributed only at times and in areas of schools and district buildings where members of the general public are allowed to do so.

Unless the activity is sponsored by the District, the advertisement shall state clearly and distinctly in bold lettering that the activity is NOT sponsored by the school or district.

Neither the name of the school nor the District shall be named in the advertisement except in connection with the employee’s employment history or, if school facilities will be used under the District public civic center use policy.

The educator must provide to the principal at the school where he or she is employed a signed copy of all contracts between him or her and the private activity sponsor. The District will maintain a copy of these contracts and this disclosure in the employee’s personnel file. The employee who engages in any
Employee Drug Policy

No employee shall distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or unlawfully manufacturer, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance, as defined in the Utah Controlled Substances Act, schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15, before, during or after school hours at school or in any other school district location as defined below.

School District Location

“School district location” means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

Notification of Conviction

Employees are required to notify the Superintendent of any arrest or conviction for a violation of any criminal drug statue within forty-eight hours of said arrest or conviction.

Violation of Policy

Any employee who violates the terms of the school district’s drug and alcohol policy may be suspended, terminated, or required to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If such employee fails to satisfactorily participate in such program, the employee shall be suspended or terminated at the discretion of the Board.

“Drug and Alcohol Policy Notice to Employees”

You are hereby notified that it is a violation of the policy of the school district for any employee to distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or to unlawfully manufacture, distribute, dispense, possess or use or be under the continued influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other...
controlled substance, as defined in the Utah Controlled Substances Act, schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 C.F.R. 1300.1 et seq., before, during or after school hours at school or in any other school district location as defined below.

“School district location” means in any school building and on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

You are further notified that if you are engaged either directly or indirectly in work on a federal grant, it is a condition of your continued employment on any such federal grant that you shall abide by the terms of the school district policy on alcohol and drugs and will notify your supervisor in writing of your conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.

Any employee who violates the terms of the school district’s drug and alcohol policy may be non-renewed or his or her employment may be suspended or terminated, at the discretion of the Board.

In the alternative, any employee who violates the terms of the school district’s drug and alcohol policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. If such employee fails to satisfactorily participate in such program, the employee shall be non-renewed or his or her employment may be suspended or terminated, at the discretion of the Board.

**Drug Testing of Bus Drivers**

The Utah State Office of Education has promulgated a mandatory rule requiring drug tests of certain employees under certain conditions pursuant to the Omnibus Transportation Employee Testing Act of 1991 and the Rules and Regulations of the Department of Transportation, 49 U.S.C. § 31306, 49 CFR Parts 382, 391, 392 and 395, governing all employees who are required as a part of their employment duties to obtain commercial driver’s licenses. This policy is intended to supplement the State Office Rules regarding drug testing. The State Office Rule is incorporated into this policy by this reference.  
49 USCS § 31306

All employees of the District who are required by their job duties to obtain and maintain a commercial driver’s license or who will be employed in a safety
sensitive position as defined in this Policy must, as a condition of initial and continued employment within the District:

1. Abide by the provisions of the District Drug Policies;
2. Notify the District Transportation Supervisor of any criminal drug or alcohol related conviction no later than five (5) working days after such conviction;
3. Notify the District Pupil Transportation Supervisor of any revocation or confiscation of the commercial driver’s license;
4. Consent to the District releasing to any other school district records of a positive test or a refusal to be tested.

Confidentiality of Drug Tests

All employees must refrain from disclosing any information about testing times or dates to forewarn potential test selectees. Any employee who violates this provision may be terminated for cause.

Drug Tests to be Conducted

Employees of the District shall be tested under the following provisions:

1. All employees are required to hold a commercial driver’s license shall be tested as provided in the state office rules;
2. Any employee may be tested whenever an accident causing bodily injury occurs within the scope of employment where it appears that drugs or alcohol may have been a contributing factor. All such tests shall be conducted within eight (8) hours after the accident;
3. Any employee may be tested for drugs or alcohol where there is a reasonable suspicion that an employee may be using alcohol, illegal drugs, or may be under the influence of illegal drugs or alcohol while on the job.

Reasonable Suspicion Documentation

Prior to conducting any tests for drugs or alcohol, based upon a suspicion of use the Drug Program Coordinator or the Alternate must articulate in writing specific facts any reasonable inferences drawn from those facts and which lead to a reasonable suspicion that an employee is using or under the influence of alcohol or illegal drugs.

Safety Sensitive Position

A “safety sensitive position” means all persons required by their job duties to maintain a commercial class driver’s license, including all bus drivers, mechanics and any other employee involved in transporting students within the scope of employment.
Verification of Drug Tests

Before the result of any test may be used as a basis for any adverse employment action, the District shall verify or confirm any positive initial screening test by gas chromatography, gas chromatograph-mass spectroscopy, or other comparable analytic methods.

In addition, the employee testing positive shall be notified by telephone and in writing at the last known address and telephone number of the positive test result and where a new test may be obtained if the employee desires to undergo a second test.

Positive Drug Test of Safety Sensitive Position While on Duty

Any employee who holds a safety sensitive position who tests positive while acting within the scope of job duties shall be terminated for cause.

Positive Drug Test of Other Employees

Compliance with the District Drug Policies is a condition of continued employment within the District. The District shall terminate any employee who tests positive for alcohol or illegal drugs while acting within the scope of job duties unless:

1. The employee has voluntarily disclosed a need for counseling or rehabilitation from alcoholism or drug dependence prior to the test; and
2. The employee has agreed to enroll at his or her expense into a rehabilitation, treatment, or counseling program approved by the District.

Any employee in a rehabilitation or treatment program who is not in a safety sensitive position may be suspended without pay, placed on probation, or terminated for cause within the discretion of the Superintendent of Schools and/or the Board of Education.

Drug Test Procedures

All tests shall be conducted pursuant to the procedures established in the State Office Education rules.

Compensation for Drug Test Time

All tests performed by the District shall occur during or immediately after the regular work period of the employee and shall be considered as work time for purposes of compensation and benefits.

The District shall bear the costs of all sample collection and testing for alcohol or drugs at the request of the District, including any costs for transportation to the test site if conducted at a place other than the workplace.
Benefits for Employees Hired after July 1, 2013

Unless otherwise defined by District policy or negotiated agreement and subject to Federal law, a classified employee hired on or after July 1, 2013:

1. May be required to work twenty (20) hours or more in a regular work week; and
2. May be exempt from receiving benefits normally provided to classified employees.

Utah Code Ann. § 49-12-102(4)(c) (2013)

Notification of Continued Employment

Classified employees shall have no property right in their employment and may be dismissed at will. The Board or its designee may terminate the employment of classified employees any time, for any reason, other than a reason prohibited by law.

Utah State Law (53A-8-104) requires the District to provide notification to members of the classified staff if their employment isn’t to be continued or if they will be receiving a reduction in pay. The notification is different depending upon the length of time the individual has worked in the District, but in most cases some type of notification is required on/or around April 1.

The exceptions to this are when it is necessary to reduce the size of staff as a result of declining student enrollment, discontinuance of a particular service or program, a shortage of anticipated revenue after the budget has been adopted, school consolidation, or when an employee is being released for cause. Another exception is when a classified staff member has been employed on a temporary assignment. In this situation, the staff member was notified that his/her employment would not continue at the time of their initial employment.

In the absence of a notification as outlined above, each member of the classified staff is considered re-employed for the next contract year.

When concerns about an employee’s performance may affect an individual’s future employment, the administration is committed to early intervention and a joint effort to help the employee meet the administration’s expectations.

Classified employees who are dismissed shall receive either notice or salary in an amount equal to the remainder of the pay period.

This provision shall not create a contractual relationship or any expectation of employment other than at-will.
Physical and Mental Examinations

The District may require an applicant for employment to provide or an employee to provide satisfactory evidence that the applicant or employee is mentally and physically qualified to perform the duties of the job.

Upon the request of the Board of Education, any staff member employed by the District may be required to undergo a physical examination by a health care provider, satisfactory to the Board, and should such examination reveal the presence of communicable diseases or a physical condition that may seriously impair the efficiency or effectiveness of the employee’s work, it shall be sufficient grounds for either an involuntary leave of absence or the dismissal of said employee.

The expense of such examination may be met by the District. Satisfactory evidence may include, but is not limited to, regular mental or physical examinations by a qualified physician.

Confidentiality of Examination Results

Evidence of mental or physical condition provided by an applicant or employee, pursuant to the previous section, is deemed private and may be disclosed only to:

1. The applicant or employee, or a designated representative of the applicant or employee;
2. School officers and members of the Board;
3. The Department of Health;
4. Local health authorities;
5. The physician or other authorized person(s) who performed the examination(s);
6. A health care professional who has legitimate need to know the test result in order to provide for the health care provider’s protection and welfare; or,
7. Persons or entities or classes of persons or entities authorized by written release signed by the applicant or employee.

Transportation Physicals

The District prefers that the Morgan Health Clinic give the physicals. The health clinic will bill the District for the physicals that they give. Individuals may choose to gain their physicals from their personal health care provider. In these situations, the District will reimburse the employees a maximum of $75.00.

Return To Work

A doctor’s written release may be required to return to work in situations where serious illness, pregnancy, or injury has taken place. In most cases, the District will require a full release to resume all duties on an employee’s job description before the individual may return to work.
Substitutes

If possible, all substitute teachers shall possess a valid license in the subject matter for which they will be teaching or possess a valid license in a field commonly taught in public schools. It is desirable that all substitute teachers hold a valid teaching certificate or a college degree.

However, the District may authorize the Superintendent to hire, as a substitute; an individual who the Superintendent determines is capable of managing a classroom and carrying out the instructional program, even though the individual may not qualify according to the criteria listed above.

Substitute Requirements

New substitutes will be required to undergo a criminal background check and subsequent fingerprinting.

All expenses associated with this process are the responsibility of the substitute teacher. This process should be completed before an individual is placed on the substitute list: although the administration may make exceptions in certain situations. The administration does reserve the right to require the criminal background check to be completed before a person is placed on the substitute list for any reason they deem appropriate.

Substitute Teacher Age Requirements

Substitute teachers must be at least twenty-one years of age. Other subs must be at least 18 years old.

Paraprofessionals and Aides as Substitutes

Paraprofessionals and aides may substitute in classes provided they comply with district and school policies.

Substitute Pay

When a member of the classified staff serves as a substitute for another position, they are paid the substitute wage in all situations with the exception of the following:

1. If a teaching assistant serves as a substitute teacher in the same classroom where they are serving as a teaching assistant, he/she receives his/her regular wage or the wage for a substitute teacher, whichever is higher.
2. Any classified employee who serves as a substitute in the same job classification in which they are normally assigned will be paid at his/her regular rate.
3. Any classified employee who serves as a substitute in a position with responsibilities similar to those that the employee has in his/her regular assignment will be paid his/her normal wages while serving as a substitute. An example is: office assistants working as a substitute secretary in the same office or building they are normally assigned.

4. Regular route drivers are paid their normal salaries when serving as a substitute driver.

5. When a substitute has accumulated 720 hours of service in a specific pay category (i.e. teaching assistant, cook, custodian, secretary, route driver), their substitute pay is to be moved to Step I on the salary schedule of that pay category in which they have accumulated 720 hours.

Individuals involved must notify the District that they have reached the 720-hour mark. (A form is available in the district office.) There is no “back pay” that results from the absence of timely notification and the individual loses accumulated time when they become inactive as a substitute. There is no transfer of hours or pay from one pay category to another.

**Substitute Teacher Compensation**

Substitutes are paid as follows:

- Individuals with current teaching license $80
- Individuals with no license but have a college degree $75
- All others $70

Those individuals who are assigned the same classroom for an extended period of time will receive an additional $15.00 per day after they have completed the sixth, consecutive day of substituting for the same classroom teacher.

When an individual has accumulated 120 full days of service as a substitute teacher and has a positive recommendation from the building principals their pay will be increased by $15.00 a day. Individuals involved must notify the District that they have reached the 120 full day mark. There is no “back pay” that results from the absence of timely notification and the individual loses accumulated time when they become inactive as a substitute.

Substitutes will be paid one-third of a day’s salary when required to be at the school for two (2) or less hours, one-half of a day’s salary when present for more than two (2) hours but up to four (4) hours, and a full day’s salary for being on site more than four (4) hours. Substitutes can’t serve “free” in an effort to preserve an employee’s leave.

**Substitute Assignments**

Substitutes will be assigned through a process established in the District. A person or a computer software program specifically assigned to accomplish this task will call substitutes. Substitutes cannot accept any assignment unless it
comes directly from the substitute coordinator/computer or school secretary. Individual teachers and/or building administrators may request a specific substitute. Requests will be honored whenever possible.

Paydays

Classified employees are paid once each month on/or around the first of each month. When the first falls on a weekend or holiday, the payday is the last business day proceeding the weekend or holiday. The payday “cut off” is the 20th of each month and thus all claims for salaries must be turned into the district office on/or before that date.

Those who are scheduled to work less than twelve months will be paid based on the time recorded on their time card/time sheet.

The District does work with most financial institutions regarding electronic transfers of payroll allocations resulting in a direct deposit into an employee’s account. Direct deposit is a more efficient way for the District to do business and is a mandatory program.

All employees who are paid for performing a task associated with their job and/or the District must have the pay come through the normal payroll process of the District as required by the Internal Revenue Service.

Pay When School is Not in Session

Regular employees who are scheduled to work 240+ days do not receive school vacation days off. Regular employees who are scheduled to work less than 240 days have school vacation days off but are not paid for them.

Upon prior approval by an individual employee’s immediate supervisor, a school vacation day may be worked in order to make up for lost time or traded for another day that will be taken off in the future. This type of arrangement must be mutually beneficial for both the employee and the District.

Regular employees who are scheduled to work less than 240 days will be placed on a non-paid leave of absence during the summer months when not scheduled to work.

Elimination of Scheduled Work Days

Members of the classified staff are not on a contract, and thus they are only paid for the days they work or the days they are on paid leave. If a school’s schedule is such that there is no longer a need for their labor on any given day, they must be instructed to leave early or not to report to work at all. In those cases, their pay will be decreased proportionately.
Nature of the Wage Schedules

Several of our employees are at the top of the wage schedule in their respective job classifications. Once an individual reaches the top of the wage schedule, there are only three (3) situations where their salary will increase. Those situations are as follows:

1. An increase in the base salary for all members of the classified staff
2. A modification of the current salary schedule that provides an additional step at the top of the scale
3. A change in an employee’s job status that is the result of either a promotion or a re-evaluation of his/her job description

Classified employees at the top of the salary schedule will be given a longevity step when they have completed 20 years of employment with Morgan School District.

Longevity Steps

A longevity step is given to all classified employees upon completion of their 20\textsuperscript{th} year of employment with Morgan School District. To receive the longevity step the employee must notify the district office in writing that they have completed 20 years of employment with the District and are eligible for the longevity step.

When the information has been verified, the employee will receive a 2.5% increase to their current salary step. The increase will begin the next payroll period after verification has been made.

It is the responsibility of the employee to notify the district office when they have completed their 20th year of employment. Payment for longevity steps is not retroactive.

Time Clocks

Time clocks are in operation within all the buildings. All members of the classified staff assigned to those buildings will be required to use the time clock.

Falsification of time cards or time sheets is a serious issue, which will produce disciplinary consequences including the possibility of immediate dismissal. Individuals who consistently avoid using the time clock or attempt to undermine the time clock system in any way will be dealt with through the district disciplinary process.

When a person is “on the clock” they are to be at their workstation or the general vicinity unless on approved school business. Leaving early and/or arriving late and having someone else “punch” the clock is considered falsification of your time card.
When paid leave and/or comp time is being used on a particular day, the combination of hours worked/paid leave/comp time can’t exceed the total number of hours the employee was scheduled to work on that day.

With the exception of salaried employees, all members of the classified staff will be paid the amount of hours that are recorded on their time clock/time sheet.

**Regular Time**

Regular time is the number of hours an employee is authorized to work during the “work week” through forty (40) hours.

**Location**

All regular time work and authorized overtime work must be completed on site unless prior authorization is obtained. Employees must receive written authorization prior to the start of any off-site work.

1. “On-site work” is defined as work performed within the normal course and scope of employment at the District’s regular places of business, e.g., schools, district office, bus warehouse, etc.
2. “Off-site work” is any work performed at a location different than the District’s regular places of business.

**Time Keeping**

Each employee will comply with district time-keeping protocols by promptly recording daily regular time worked only by time clock or specific method prescribed by the District.

**Failure to Comply**

Failure to comply with this policy and/or the district overtime procedures may result in disciplinary action, up to and including termination.

**Compensation Time**

The District reserves the right to control, limit, or eliminate the accumulation of comp time by any or all individuals working in classified staff positions.

Time worked that exceeds forty hours of actual labor between 12:01 a.m. on Monday and midnight on Sunday is credited at a ratio of one hour worked to one and one-half hours of comp time.

Employees are limited to their regular allotment of hours unless there is an emergency approved by their immediate supervisor.
When comp time is necessary and has been approved, it should be used as soon as possible after the time in which it was given. When this is not realistic, it should be used during the same pay period in which it was earned.

Up to a maximum of 40 hours of comp time earned but not used on/or before June 30, will be compensated by the payroll allocation that is issued on/or before July 1 with no carryover.

**Overtime Pay**

Overtime is paid at time and a half whether taken in money or as comp time. It refers to the number of hours that are actually worked in excess of forty (40) hours during a workweek.

Please note that sick leave, personal leave, vacation, etc., does not count as actual hours worked when determining overtime.

Overtime begins when an employee actually works more than forty (40) hours in a week as defined by the District. The work week is considered to begin at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday.

Work on a holiday, weekend, or school vacation day is not considered overtime unless the employee has exceeded forty (40) hours of actual labor during that particular week.

When an individual exceeds the number of hours that he/she is being paid for, it should be recorded on his/her time sheets or on the time clock. They will be compensated during the next regular payroll allocation. Working beyond the number of hours allotted for an employee’s position requires prior approval from the building principal, department supervisor, or the Superintendent.

When paid leave and/or comp time is being used on a particular day the combination of hours worked/paid leave/comp time can’t exceed the total number of hours the employee was scheduled to work in the day.

When an individual has two or more job responsibilities at different pay rates, overtime will be paid at the rate of the job classification it was earned.

**Overtime Requires Prior Approval**

Before overtime is recorded or overtime work is performed for the District, and employee shall obtain written or verbal approval from the employee’s supervisor or from another officer or administrator having authority to authorize the overtime.
Pay Increases

When pay increases are approved by the District, the increases for twelve (12) month employees become effective the first working day of the new fiscal year (July 1).

Those individuals working in temporary, summer positions will continue to receive or to be paid the salary they had when they started the job.

To be eligible for a vertical step on the wage schedule, the employee must work at least one (1) full academic semester during the previous school year. For twelve-month classified employees, they must have worked a minimum of six months the previous year to be eligible for an increment. Classified employees must work at least ten (10) hours a week to be eligible for a vertical step on the wage schedule.

Pay Discrepancies

The responsibility to verify the accuracy of the information on a payroll allocation lies with the employer and the employee. Staff members should check for mistakes made in wage and/or accumulated leave each month and until the legal statutes of limitations goes into effect as long as it is permissible by law.

Emergency Closings

Members of the classified staff are not required to work on days in which school is closed as a result of an emergency and thus aren’t entitled to pay.

The time lost must either be deducted from their next pay or arrangements must be made with their immediate supervisor to make up the time. Compensation time may be used to “cover” an emergency closing date if the closing will result in a loss of the employee’s “total hours” for the school year.

Staff members may report to their assigned areas during emergency closing days if they have work that can be done. At no time should a staff member risk their personal health or safety to report to work when school has been closed due to poor weather conditions.

Building administrators and department heads are responsible for the development of a communication system to notify employees of an emergency closing.

Board Interaction and Consultation

The Board and its administrative personnel may consult with teachers with respect to matters of educational policy and conditions of employment. The Board may adopt and make reasonable rules, regulations, and agreements to provide for such consultation, but these shall not limit or affect the power of the Board to manage and govern the schools of the District, nor shall such rules,
regulations or agreements favor one educational association over another or give preferential treatment to an educational association.

Exclusivity and Coercion

If the Board chooses to engage in consultation, the process shall be structured so that there is no direct or indirect coercion of employees to join or refrain from joining a labor union, labor organization or other type or association, and such consultation shall be structured so that the Board does not favor one educational association over another or give preferential treatment to an educational association.

Associations

Public Employees may negotiate in groups or through employee associations with the District. This is not to be construed as granting to district employees the right to strike which action is specifically prohibited.

The term labor organization means any organization of any kind, or any agency or employee, representation committee, or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with one or more employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Distribution of Organization Materials

The District shall not allow unstamped or stamped but not cancelled, employee organization mail to be delivered by interschool mail. Unless off-duty and acting as an agent of an employee organization, a District employee shall not distribute unstamped, or stamped but not cancelled, mail from employee organizations to other District employees.

Equal Access for Employee Associations

The schools in the District shall allow all employee associations equal access to distribution of information in or access to employee physical or electronic mailboxes (including school-provided email accounts), and to membership solicitation activities at new teacher or new employee training meetings or functions. (This policy does not require the school to afford association access to these activities, but requires that if access is granted to one employee association, equal access must be provided to other employee associations.)

No Endorsement of or Preference for Any Employee Association

The District does not endorse any one employee association, and district policies, structures, and procedures shall not be applied to favor one employee association over another or to otherwise give preferential treatment to one employee association. District calendars and publications shall not include or
refer to the name of any employee association in relation to any day or break in the school calendar.

Association and Organization Participation
No person shall be granted or denied district employment by reason of membership or non-membership in any labor organization, labor union or any other type of association.

Employee Associations and Wage Deductions

No person shall be granted or denied District employment by reason of membership or non-membership in any labor organization, labor union or any other lawful type of association.

The District shall, upon written request from an employee, deduct a specified sum from the employee's wages, not to exceed 3% per month, and pay such sum to the employee association designated by the employee for association dues. The District shall cease making such deductions upon written request from the employee directing that the deductions cease.

The District may not deduct any amount from an employee's wages which are to be paid to:

a. A candidate;
b. A personal campaign committee;
c. A political action or political issue committee;
d. A registered political party;
e. A political fund; or,
f. Any entity established by a labor organization (including any employee association) to solicit, collect, or distribute monies primarily for political purposes.

The District shall comply with the requirements of this policy in employing any personnel either by individual contract or collective bargaining.

Reporting of Child Abuse

Whenever any employee of the District knows or reasonably believes that a child has been neglected, or physically or sexually abused, such employee shall immediately notify the nearest peace officer, law enforcement agency or office of the State Division of Child and Family Services (DCFS). Under such circumstances, the employee shall also notify the building principal. Such a report to the principal does not satisfy the employee's personal duty to report to law enforcement or DCFS.

It is not the responsibility of school employees to prove that the child has been abused or neglected, or determine whether the child is in need of protection. Investigations are the responsibility of the Division of Child and Family Services. Investigation by education personnel prior to submitting a report should
not go beyond that necessary to support a reasonable belief that a reportable problem exists.

School officials shall cooperate with DCFS and law enforcement agency employees authorized to investigate charges of child abuse and neglect, assisting as asked as members of interdisciplinary child protection teams in providing protective, diagnostic, assessment, treatment, and coordination services.

The employee shall maintain the confidentiality of and not disclose any information learned in connection with an investigation except with those persons with whom the employee is required to cooperate, including the Division, law enforcement, or supervisory district officials. Persons making reports or participating in an investigation of alleged child abuse or neglect in good faith are immune from any civil or criminal liability that otherwise might arise from such actions.

The anonymity of those reporting or investigating child abuse or neglect will be preserved and information provided pursuant only to the manner provided for in Utah Code Ann. § 62A-4a-412.

School Personnel Education Regarding Child Sexual Abuse

Beginning in the 2016-17 school year, the District shall provide training to all school personnel on responding to a disclosure of child sexual abuse in a supportive, appropriate manner and on the mandatory reporting requirements of Utah Code § 53A-6-502 (regarding abuse by school personnel) and Utah Code § 62A-4a-403 (regarding reporting of child abuse). “School personnel” to receive training include all school employees, whether licensed, part-time, contract, or non-licensed. Reporting of Child Abuse and Training [https://pcautah.org/](https://pcautah.org/) (scroll down to Preventing Child Abuse: Adults Working with Youth – On line Course)

Reporting of Student Prohibited Acts

School employees shall immediately report to the school principal or District Superintendent any reasonable belief that a violation of Policy FF has occurred, wherein any student participating in student government and/or extracurricular activities, if occurring while the student is in the classroom, on school property, or during school-sponsored activities, regardless of location or circumstances:

1. Uses foul, abusive, or profane language while engaged in school-related activities;

2. Illicitly uses, possesses, or distributes a controlled substances or drug paraphernalia, and/or uses, possesses, or distributes tobacco, electronic cigarettes, or alcoholic beverages contrary to law; or
3. Hazes, demeans, or engages in assaultive behavior, whether consensual or not, including behavior involving physical violence, restraint, improper touching, or inappropriate exposure of body parts not normally exposed in public settings, forced ingestion of any substance, or any act which would constitute a crime against a person or public order under Utah law.

Principals who receive a report of a violation of Policy FF shall submit a report of the alleged incident, and actions taken in response, to the District Superintendent or the superintendent's designee within ten working days after receipt of the report.

Failure of a person holding a professional certificate to report these prohibited acts as required under this policy constitutes an unprofessional practice.

Duty to Report Student Use or Possession of Illegal Drugs or Alcohol

A school employee with reasonable cause to believe that a student has used or possessed alcohol or illegal drugs, counterfeit substances, or any associated paraphernalia at a school district location shall immediately report that fact to the school's designated Administrator:

School District Location Defined

“School district location” means in any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

Notice to Parent of Legal Guardian

Upon receiving a report from a school employee of student use or possession of illegal drugs or alcohol, counterfeit substances, or any associated paraphernalia at a school district location, the designated Administrator shall immediately report the information to the student’s parent or legal guardian, and may report the information to law enforcement agencies or officials. The identity of the school Administrator who reported the prohibited act shall not be disclosed to the student or the parent or legal guardian.
Immunity for Good Faith Reporting

A school employee who in good faith reports student use or possession of illegal drugs or alcohol, counterfeit substances, or any associated paraphernalia at a school district location in accordance with these provisions is immune from any civil or criminal liability resulting from that action.

Retirement

Regular full-time employees who are employed an average of 20 hours or more per week and who receive benefits provided by the District are, by virtue of their employment, members of the pension plan established by the state legislature and administered by the Utah State Retirement Board. *Utah Code Ann. § 49-12-101 et seq.*

Reemployment of Retirees

A retiree who is reemployed after July 1, 2010, by the District within one year of the date of the person’s retirement will have his or her retiree’s allowance cancelled by the Utah State Retirement Office and be reinstated as an active member of the State retirement plan, effective the first day of the month following the date of reemployment unless:

1. The retiree is not reemployed by the District for a period of at least sixty (60) days from the retiree’s retirement date;
2. Upon reemployment after the break in service, the retiree does not receive any District provided benefit, including:
   a. Medical benefits;
   b. Dental benefits;
   c. Other insurance benefits except workers compensation and withholdings required by state and federal law for Social Security, Medicare, and unemployment insurance; or
   d. Paid time off, including sick, annual or other type of leave; and
   e. The retiree does not earn in any calendar year of reemployment an amount in excess of the lesser of:
      i. $15,000; or
      ii. One-half of the retiree’s final average salary upon which the retiree’s retirement allowance is based.

If the employee retires again within a two-year period from the date of cancellation of the original allowance, the original allowance will resume. Otherwise, if the employee retires after the two-year period, then his or her original allowance will resume, and the retiree will receive an additional allowance based on the formula in effect at the date of the subsequent retirement for the service credit accrued between the first and subsequent retirement dates.

A retiree who is reemployed after July 1, 2010, by the District more than one year from the date of the retiree’s retirement may elect to:
1. Earn additional service credit and cancel the retiree’s retirement allowance; or
2. Receive the retiree’s retirement allowance and forfeit any retirement related contribution from the District.

If a retiree is reemployed in the school district after July 1, 2010, the District shall immediately notify the Utah State Retirement Office. In addition, the District shall provide information indicating:

1. Whether the retiree was reemployed within one year of the retiree’s date of retirement; and

2. If the retiree is reemployed more than one year from the date of retirement, whether the employee elects to:

   a. Earn additional service credit and cancel the retiree’s retirement allowance; or
   b. Receive the retiree’s retirement allowance and forfeit any retirement related contribution from the District.

It is the responsibility of the reemployed retiree to report to the Utah State Retirement Office his or her reemployment status. It is the Utah State Retirement Office that ultimately determines the impact, if any, of a retiree’s reemployment with the District on the retiree’s eligibility for and benefits under the Utah State Retirement System. Therefore, the retiree should contact the Utah State Retirement Office to verify the impact of any reemployment decision prior to accepting reemployment with the District.

_Utah Code Ann. § 49-11-505 (2011)_

**Social Security**

Every district employee is also covered by the federal social security system to the extent provided for by law.

**Early Retirement**

A member of the classified staff who has worked a minimum of their last ten (10) consecutive years with the District and qualifies for full retirement through the Utah Retirement System thirty (30) years qualifies for the district’s early retirement program.

The program provides the employee with an annual stipend equal to 50 percent of the difference between the employee’s current base salary and the district’s base salary for the same position at step one on the classified salary schedule. This stipend is paid for either three (3) years or until the employee qualifies for minimum social security benefits, whichever comes first.
The District will also pay the health insurance for the employee who qualifies for the District’s early retirement program for five (5) years or until the individual qualifies for Medicare, whichever comes first.

Those who qualify for health insurance may waive this benefit in exchange for a cash settlement equal to the value of one year’s total cost for single party coverage. If a person has less than one year of health insurance remaining, their cash settlement will be prorated. The cash settlement will be placed in the individual’s medical health savings account.

Once health insurance associated with the early retirement incentive program is waived, it cannot be reinstated. The decision to waive this benefit is to be made at the time of retirement although the administration may consider the possibility of a waiver after a person has started their benefit if it is in the best financial interest of the District.

For those who qualify for early retirement the District will maintain a life insurance policy equal to $25,000 for five (5) years or until the individual has utilized all of their early retirement benefits, whichever comes first.

The stipend associated with the early retirement incentive grant will either be paid into a medical savings account or deposited into a 401(k) or a 403(b) program. The decision will be made after an interview with a consultant working with the district.

Payments into a retired employee’s medical savings account, 401(k) fund or 403(b) programs will be made around the end of January of the year following retirement and then each January thereafter until the cash payments have ended.

To be eligible for early retirement benefits during the following contract year an individual must submit written notice to the superintendent’s office on/or before April 1.

The following operating procedures are associated with the early retirement program:

1. If a person reaches the age where they are no longer eligible for an early retirement incentive grant or single party insurance benefits between the last day of school during their final year of employment and September 1 of the same year, they will not be eligible for said benefits.
2. When a qualifying person, who is under the provisions of the early retirement program, reaches the age where they are no longer eligible for the early retirement incentive grant or single party insurance, their benefits for that year will be prorated.
3. Example: A person’s birth date is December 5. They leave employment with the school district at the age of 60. They qualify for minimum social security at 62. The first year out they would qualify for a full year of their early retirement incentive grant. The second year, they would qualify for
one-third of their early retirement incentive grant. (September, October, November, and December equals 4/12 equals 1/3)

4. A person becomes eligible for Medicare the first day of the month in which they turn 65. District paid health insurance would end the last day of the month proceeding the month in which they turn 65.

Please note: The Utah Retirement System recognizes only two dates during any given month when a person can “officially” retire. Those dates are the first and the sixteenth of each month.

**Risk Management Coverage for Employees (DEC 3.27)**

The Board hereby elects to extend its insurance coverage available from risk management to cover employees in their individual capacities to the extent claims of liability arise from acts performed within the scope of the employee’s employment with the District.

**Employee Civil Liability Protection**

You and your school district have broad liability coverage through the State Risk Management Fund, hereinafter the "Fund." Lawsuits are defended by: The Litigation Division of the Utah Attorney General’s Office.

If a civil claim or a civil lawsuit for damages is brought against you for acts or omissions occurring:

1. During the performance of your duties;
2. Within the scope of your employment; or
3. Under color of authority,

then, under the Governmental Immunity Act of Utah you may have the right:

• To have any lawsuit defended by an attorney at no cost to you;
• To have any claim settlement paid on your behalf; and
• To have any judgment entered against you paid for you.

To secure these rights you must:

• Immediately notify the School District of any claim or lawsuit;
• Immediately forward to the School District all legal documents served on you;
• Make a written request to the School District for defense and indemnification within ten days of the service of a lawsuit; and
• Cooperate in the subsequent investigation and defense, including making an offer of judgment if requested.

What is not covered?
Your rights to defense and payment of claims or judgments do not cover acts or omissions involving:

- Fraud;
- Willful misconduct;
- Impairment due to your use of alcohol or drugs; or
- False testimony under oath.

As a School District employee if:

Criminal charges are filed against you for acts or omissions occurring:

1. During the performance of your duties;
2. Within the scope of your employment; or
3. Under color of authority, then under the terms of Utah Code 52-6 you have the right to recover from your employing School District reasonable attorney’s fees and court costs, if the indictment or information is quashed, dismissed or results in an acquittal, unless it is quashed or dismissed on motion of the prosecuting attorney. The Fund does NOT provide an attorney or pay for attorney’s fees incurred in defending a criminal case; nor does it cover or pay for any fines, fees, or any other costs assessed in a criminal case.

Notice of Suit or Threat of Suit

In the event that any employee is sued or threatened with suit for actions which the employee has taken while engaged in the performance of the employee’s duties, for actions within the scope of the employee’s employment, or actions under the color of state authority as an employee of the District, the employee shall notify the Superintendent of Schools in writing of such suit or threat of suit. The written notice shall provide a short statement of the facts giving rise to the claim, the nature of the claim asserted, and how the actions giving rise to the claim relate to the employee’s job duties or come within the scope of employment or occurred under the color of authority. In addition, the notice must request the District to engage counsel to provide a defense to the claim, and the written request must be made:

1. Within 10 days after service of process upon the employee; or
2. Within a longer period that would not prejudice the District in maintaining a defense on the employee’s behalf; or,
3. Within a period that would not conflict with notice requirements imposed on the school district in connection with insurance carried by the school district relating to the risk involved.

If the employee fails to make a timely request or cooperate in the defense, including the making of an offer of judgment or settlement, the District need not, in its discretion, defend or continue to defend the employee, or pay any judgment, compromise, or settlement against the employee arising from such claim.
Referral to Legal Counsel

The Superintendent may, if the nature of the action so warrants, provide a copy of the request to provide a defense to Risk Management or to the District’s legal counsel.

Limitation of Obligation to Provide Defense

Nothing in this policy obligates the District to undertake a defense, pay any judgment, or otherwise assume liability of an employee for acts or omissions of an employee that did not occur:

1. During the performance of the employee’s duties; or
2. Within the scope of employment with the District; or
3. Under color of authority.

Also, the District shall not be obligated to pay any judgments or indemnify and may decline to provide a defense or discontinue providing a defense for:

1. Fraudulent acts of an employee; or
2. Willful misconduct where the employee commits the wrongful act intentionally or fails to act without just cause or excuse while aware that the conduct will probably result in injury; or
3. Injury or damages committed while the employee was legally intoxicated or under the influence of non-prescribed controlled substances or alcohol to the extent as to be unable to reasonably perform his or her job function or control a vehicle.

Within ten days after receiving the request to defend the employee, the District shall inform the employee whether it will provide the defense and if it refuses to provide the defense, the basis for the refusal. If the District refuses to provide the defense for the employee, the employee may recover from the District if the employee can prove that none of the conditions set forth in sub-part four apply. The employee has the burden of proof to establish that none of these conditions apply.

The District shall require all newly hired employees to sign a separate document acknowledging that the employee has received the disclosure described above and that the employee understands the legal liability protection and what is not covered, as explained in the disclosure. The District shall retain the signed acknowledgment in the employee’s personnel file.

Evaluations

All members of the classified staff shall have a written evaluation annually. Evaluations shall be reviewed with the staff member involved and submitted to the superintendent’s office on/or before the end of school each year. The staff member shall have an opportunity to sign the evaluation indicating they have been provided a chance to review its content.
The employee shall also have the right to develop a rebuttal and attach it to the evaluation if they so desire. Evaluations are placed in the employee’s personnel file after the Superintendent has received them.

The immediate supervisor and the building principal and/or director/supervisor responsible for that particular aspect of the District’s operation complete performance evaluations.

Concerns about the performance of a member of the classified staff should be communicated directly and promptly to the employee by his/her immediate supervisor, building principal, director/supervisor, or the Superintendent of Schools. Evaluations should include an appraisal of the employee’s ability to complete the assigned task, attendance patterns, relationships with students and staff, general attitude, and any other factors that have a negative impact on the employee’s effectiveness. Evaluations should also recognize areas of strength that the employee demonstrates. It is essential that evaluations be conducted in an honest, accurate fashion on a yearly basis using the District’s approved forms and procedures.

Members of the classified staff who have the responsibility to evaluate others are considered derelict in their duties if they fail to document concerns regarding employee behavior and/or performance or fail to conduct the performance evaluation.

The goal is to help employees improve their performance through honest, accurate communications and when necessary to provide additional support.

Volunteers

Volunteers who are properly recognized by the school or by the District and who are performing an approved service as assigned by the school or District are considered an employee of the District for purposes of:

1. Receiving worker’s compensation medical benefits, which shall be the exclusive remedy for all injuries and occupational diseases as provided under the Worker’s Compensation Act;
2. The operation of motor vehicles or equipment if the volunteer is properly licensed and authorized to do so;
3. Liability protection and indemnification normally afforded paid employees of the District.

A “volunteer” is a person who donates services without pay or other compensation except expenses actually and reasonably incurred as approved by the District. A volunteer may not donate any service to the District unless the volunteer’s services are approved by the Superintendent or an authorized designee, and by the District's personnel office.
Orderly School Termination for Employees

Temporary Employee

Temporary employees are all employees employed on a temporary basis. Temporary employees also include those seasonal employees who are employed for less than the full academic year. An appointment of a temporary employee may not be for a period of time greater than one year. Temporary employees are employed at the will of the District and have no expectation of continued employment and their employment may be terminated at any time without cause. Temporary employees are not career employees or provisional employees as defined by Utah Code Annotated § 53A-8-102 and the policies of this District.

Contracted Service Providers

Contracted Service Providers are individuals regardless of employment status (full or part-time) who by nature of their profession are not required to hold a professional certificate issued by the Utah State Board of Education who are paid by contract to provide specific types of services for the District but who are not employees, are not on the district payroll and do not receive the same benefits enjoyed by regular employees of the District.

Termination for Unsatisfactory Performance—Procedural Due Process

If the District intends not to renew the contract of a classified employee for reasons of unsatisfactory performance it shall:

1. Notify a classified employee at least 30 days prior to issuing a notice of intent not to renew the employee’s contract that continued employment is in question and the reasons for anticipated non-renewal;
2. The Principal or designee shall provide and discuss with the classified employee written documentation clearly identifying the deficiencies in performance;
3. The Principal or designee shall develop and implement a plan of assistance, in accordance with procedures and standards established by Policy DG, to allow the classified employee an opportunity to improve performance;
4. Provide to the classified employee a sufficient time period to successfully complete the plan of assistance of at least 30 days but not more than 120 days in which to correct the deficiencies; except the 120 day limit may be extended when:
   a. a classified employee is on leave from work during the time period the plan of assistance is scheduled to be implemented; and the leave was approved and scheduled before the written notice intent not to renew was provided; or
   b. the leave is specifically approved by the Board.
5. The time period to correct the deficiencies may continue into the next school year;
6. The time period to implement the plan of assistance and correct the deficiencies shall begin when the classified employee receives the written notice provided under Subsection (1) and end when the determination is made that the classified employee has successfully remediated the deficiency or notice of intent to not renew or terminate the classified employee is given in accordance with Subsection (8);

7. The Principal or designee shall reevaluate the classified employee’s performance;

8. If upon a reevaluation of the classified employee’s performance, the district determines the classified employee's performance is not satisfactory - the district may elect to terminate the employee.

9. If the classified employee’s performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent to not renew or shall include written documentation of the classified employee's deficiencies in performance.

10. An employee whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the employee.

Notice of Intent not to Renew Classified Employee

If the District intends not to renew the employment of a classified employee after giving notice that continued employment is in question, it shall:

1. Give notice that employment will not be offered for the following school year to the individual.
2. Issue notice at least 30 days before the end of the term of the individual.
3. Serve notice by personal delivery or certified mail to the employee’s most recent address shown on the district’s personnel records.

Notice of Intent to Terminate a Temporary Employee

Temporary employees will be given notice of a minimum of 10 working days of the termination of their employment. Because temporary employees do not have an expectation of continued employment, they do not have a right to grieve the decision to terminate or not to extend employment and do not have a right to a hearing.

Expectation of Continued Employment in Absence of Notice

In the absence of a notice, the classified or provisional employee is considered employed for the next contract term with a salary based upon the salary schedule applicable to the class of employees into which the individual falls.

This provision does not preclude the dismissal of a employee for cause.
Suspension during Investigation

The active service of an employee may be suspended by the Superintendent pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the District. The employee shall be provided written notice of the suspension, which may be included with written notice of termination of employment during the contract term or notice of non-renewal of contract.

Necessary Staff Reduction

Nothing in this policy prevents staff reduction if necessary to reduce the number of employees because of the following:

1. declining student enrollments in the district;
2. the discontinuance or substantial reduction of a particular service or program;
3. the shortage of anticipated revenue after the budget has been adopted; or
4. school consolidation.

No Verbal Agreements

It is the policy of the District that all agreements with employees must be written; there are no verbal agreements because all agreements must be approved by the Board of Education. Only the Board of Education has authority to hire and fire unless such authority has been expressly delegated in writing.

Discipline Procedures

The normal routine for disciplinary action of a regular, non-probationary member of the classified staff is as follows:

1. Upon determination of unsatisfactory performance of a classified employee, the building principal and/or area supervisor will immediately meet with the staff member. The supervisor will describe the area of unsatisfactory performance and verbally indicate what steps must be accomplished to correct the situation and what the expectations are. Written documentation as to the date of the incident, specific problems, and steps to correct the situation and expectations will be placed in the employee’s personnel file. The employee will have the right to review the written documentation and sign it indicating that he/she has had a chance to read the document entering his/her file. If the employee disagrees, he/she may have a rebuttal attached to the document and entered into his/her personnel file.
2. When performance continues to be judged unsatisfactory in relationship to the area of the verbal warning or any other area of work performance, the building principal and/or area supervisor and the Superintendent will meet with the staff member. An advocate of his/her choice may accompany the staff member. The staff members shall be placed on a performance contract for a period of not more than sixty (60) days. The performance contract will be used as a tool to help emphasize and clarity employee
responsibilities, areas of needed improvement, identify assistance, and specify areas and levels of performance and evaluation. Following the conclusion of the performance contract and evaluation will be made part of the employee’s personnel file after he/she has had an opportunity to review the content of the evaluation.

3. The employee may be suspended with or without pay any time his/her performance does not meet the requirements of the performance contract.

4. At the conclusion of the period of time identified in the performance contract, the employee will either be dismissed or returned to regular status.

The discipline procedure outlined above does not prohibit the District from using immediate dismissal or immediate suspension with or without pay when the circumstances of an individual case warrant such actions.

**Dismissal**

An employee may be dismissed for cause. The causes include, but are not limited to:

1. Failure to comply with directives from supervisors.
2. Incompetence.
3. Job performance including the inability to get along with students, parents, teachers, administrators, and/or peers.
4. Dishonesty or falsification or records, providing false information on an application.
5. Negligence, incompetence, inefficiency, or insubordination.
6. Refusal to accept a reasonable or proper assignment.
7. Misappropriation and/or inability to account for funds.
8. Being away from the work site when time sheet or time card indicates presence.
9. Possession or consumption of an intoxicant or controlled substance while at work and/or a school activity and/or reporting to work and/or a school activity under the influence of an intoxicant or a controlled substance.
10. Improper use of or unlawful conversion of state property, equipment, or funds.
11. Removal and/or use of district property for personal use.
12. Physical or mental incapability for performing assigned duties.
13. Use of district owned computers and/or the district internet access to view, obtain, or transmit inappropriate materials including but not limited to pornography.
14. Consistent and/or willful violation of safety rules and regulations.
15. Neglect of duty, repeated failure to be at work on time, habitual absenteeism, failure to call in when absent or tardy, leaving work area without notifying and obtaining approval of immediate supervisor.
16. Possession of weapons on school property without a concealed weapons license.
17. Unauthorized disclosure of confidential information from school records.
18. Conviction of any felony or conviction of any crime involving moral turpitude.
19. Leave of absence without approval from immediate supervisor.
20. Sexual relationships with a student.
21. Sexual Harassment.
22. Physical contact with a student in a disciplinary situation that is considered
   to be a violation of state law regarding corporal punishment.
23. Inability to obtain or retain a required license.
24. Frequent use of abusive, profane, or foul language.
25. Breaches of confidentiality.
26. Harassment of students or fellow employees.

When an incident occurs that requires formal discipline, the District may use any
of the following methods:

1. Verbal reprimand
2. Leave with pay
3. Leave without pay
   a. First Incident – 1 Week
   b. Second Incident – 2 Weeks
   c. Third Incident - Termination
4. Written reprimand
5. Performance Contract
6. Immediate dismissal
7. Probation
8. Release at the end of the school year

The decision of what type of discipline is used will be based on the severity of
the situation and the employee’s past record. The level of due process provided
the staff member is based on the severity of the situation and the type of
discipline that has been established. Board policy provides the following
minimum guarantees for classified staff that are considered full-time or part-time
employees in the area of orderly termination:

1. An individual who has worked less than three years with the District is
   considered to be a provisional employee with no guarantee of continued
   employment. An employee who has worked more than three years is
   classified as a career employee.

2. Minimum procedural due process for career employee:
   a. Thirty-day notice prior to issuing a notice of intent not to employ the
      individual for the following year. Notice includes the fact that
      employment is in question and the reasons for concern.
   b. If satisfactory progress has not been made, the employee must be
      given notice sixty (60) days before the end of the contract year
      (beginning of the new school year).
   c. The notice must include the reason for the action.
   d. The notice must include the right to appeal and the opportunity for a
      hearing. Specific time lines are established for the hearing on both
      sides.

3. Minimum procedural due process for provisional employees:
a. Sixty (60) day notice before the end of the school year or by May 2 for twelve month employees

4. Minimum procedural due process when an employee, a full-time or part-time employee is terminated during the school year:
   a. Written notice of intent fifteen (15) days prior to the proposed date for termination is needed. The notice must include the proposed date of termination and the reason for said action.
   b. Notice must also include the right to appeal and the right to a hearing.

The completion of the process outlined under “Discipline Procedures” provides employees with a fair process to be notified of and correct problems in their performance. The outlined process also conforms to the minimum due process standards established by district policy.

Reduction in Force

The Board of Education recognizes that from time to time it may be necessary to reduce in force under certain circumstances. Any time a reduction in force becomes necessary, the primary goal of the Board is to identify those positions which can be eliminated, combined, or reduced to meet the needs of the District. The maintenance of educational programs is the top priority when a reduction in force becomes necessary.

The Board of Education hereby delegates to the Superintendent the duty to identify which programs or positions should be eliminated, combined, or reduced whenever a reduction in force becomes necessary. In suggesting such action, the Superintendent should consider:

1. Why the reduction in force is necessary.
2. Which positions can best be eliminated, combined or modified to meet the educational goals of the School District.

In considering which positions to eliminate combine or modify in the best interests of education in the school district, the Superintendent may, in his discretion, consider the following factors:

1. The results of an employee’s performance evaluation; and
2. A school’s personnel needs

Necessary Reductions

The District may reduce the number of employees in force, combine, or modify positions or programs without following Orderly Termination Policies of the District only when it becomes necessary to reduce the number of employees for one or more of the following reasons:

1. Declining student enrollments in the School District;
2. Discontinuance of a particular service or program;
3. The shortage of anticipated revenue after the budget has been adopted; or
4. School consolidation

“Last Hired, First Fired” Procedure for Layoffs Prohibited

The District may not utilize a last-hired, first-fired procedure for layoffs when terminating District employees. “Last-hired, first-fired procedure for layoffs” means staff reduction that mandates the termination of an employee who started to work for the District most recently before terminating a more senior employee.

Scope of Policy

This policy applies to reduction in force of both classified and certified employees.

In cases where the District finds itself reducing employees in one job classification while hiring staff in another classification, consideration for open positions will be first given to those employees whose jobs are being eliminated. Any individual placed under this provision must have the necessary skills and background to be successful in the new position.

Individuals, who have lost their job as a result of a reduction in force and are not able to be placed in another position within the District, are placed on a recall list. They will remain on the recall list for eighteen months unless one of the following occurs first:

1. They resign from the District
2. They accept another position within the District
3. They refuse a position within their job classification that includes the same or more hours at the same or greater wage.

Any of the above named situations would terminate the individual’s right to recall.

Individuals on the recall list will be notified of an opening by either mail or phone at their last known address. Once contact is made, the individual will have forty-eight (48) hours to respond. If a response is not received within forty-eight hours or contact can’t be made with the individual after multiple attempts, district officials may move to the next individual on the recall list or, if no other individuals are on the list, hire from outside the District.

Grievances

The purpose of this policy is to provide employees an orderly process for the prompt and equitable resolution of grievances. The Board intends that, whenever feasible, complaints be resolved at the lowest possible administrative level.
Employees shall have the right, in a peaceable manner that does not interfere with education in the District, to assemble together for their common goals and apply to those vested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance.

An employee, or where appropriate a group of employees, may present a grievance through another person or organization recognized by the Board regarding any adverse employment action or administrative action decision negatively affecting the employee.

No retaliatory action shall be taken by the Board or any administrator against an employee or other participant in a grievance proceeding because of participation in the grievance procedure.

An employee’s legal right to present a grievance is satisfied at each level when someone in a position of authority hears the employee’s concern; however, that authority is under no legal compulsion to take action to rectify the matter.

The Board shall provide an opportunity for employees to present their grievances for Board consideration. At the option of the Board grievances may be reviewed solely at the administrative level by a school principal or the Board may exercise its discretion to hear a grievance at a regular meeting in executive session or at such other times as the Board may determine.

1. Complaint
   a. Complaint must specify the individual harm suffered.

2. A grievance under this policy shall include:
   a. Grievances concerning an employee's wages, hours, or conditions of work or other adverse employment action decisions affecting an employee.
   b. Specific allegations of unlawful discrimination in employment on the basis of sex (including allegations of sexual harassment), race, religion, national origin, age, or handicap or on the basis of the employee’s exercise of constitutional rights.
   c. Alleged violations of State Board rules or of policies adopted by the Board.
   d. Alleged violations of a constitutional, statutory, or common law right.

3. Aggrieved Party
   a. An aggrieved party is an employee who alleges a violation of a constitutional, statutory, or common law right, or of a State Board rule or local Board policy. An employee who files a grievance is not necessarily an “aggrieved party”. Different procedures may apply to “aggrieved parties” than to “complainants”. Those distinctions shall be determined on a case-by-case basis.

In most circumstances, complainants shall be entitled to administrative review conferences and an informal presentation of the complaint to the Board at the Board’s discretion; however, this provision shall not be construed to create an independent right to a hearing before the Board in addition to hearings required by law. Aggrieved parties whose legal rights have been adversely affected such that they are entitled to some type of due process hearing shall be offered a
hearing before the Board or its designee. Upon receipt of the written request for a hearing, the Superintendent shall determine whether an aggrieved party is legally entitled to more than a presentation and, if so, the type of hearing appropriate.

An employee aggrieved by a violation of a constitutional, statutory, or common law right, a rule adopted by the State Board of Education, or a policy adopted by the Board shall be afforded a hearing before the Board in accordance with applicable law. However, this provision shall not be construed to create an independent right to a hearing before the Board in addition to any hearing required by law.

The aggrieved employee shall make a written request for a hearing, identifying specifically the claimed violation and the relief requested. The written request shall be deemed filed upon receipt by the Superintendent’s office. The request shall be filed with the Superintendent’s office not more than 15 days after the claimed violation.

The school principal or designee shall conduct a hearing within 30 days of receipt of a written request. However, the hearing may be postponed by mutual consent. The principal or designee shall notify the aggrieved employee in writing of the time and place of the hearing. The Board shall notify the aggrieved employee of its decision in writing within 15 days after the hearing.

Employee termination and non-renewal procedures are found in policy series D and are not subject to the procedures set forth in this section.

The employee registering a complaint or any employee who is the subject of a complaint may be represented at his or her own expense by a fellow employee, attorney, other person, or organization. The District may be assisted in processing complaints as it deems appropriate.

The following shall be general provisions for processing grievances:

1. Grievances shall be heard in informal administrative conferences.
2. Time is of the essence. All time limits shall be strictly complied with, except if extended by mutual consent. All references are to calendar days, unless otherwise indicated.
3. The appropriate administrator at each level shall respond to the employee within seven working days of a grievance conference. Oral grievances may receive an oral or written response, and written grievances shall receive a written response.
4. The employee has seven working days after a response to appeal to the next level. The grievance shall be considered concluded if at any level it is not appealed within the given time limit.
5. All grievances arising out of an event or condition or related series of events must be addressed in one grievance. An employee may not bring separate or serial grievances concerning events or conditions about which the employee has previously complained.

**Level One**—

Any employee having a grievance shall meet with the Principal or immediate supervisor within fifteen days of the time the employee first knew, or should have known, of the event, condition, or series of events upon which the grievance is based.
Level Two—

If the employee is not satisfied with the outcome of the grievance conference at Level One, the employee may meet with the Superintendent or a designee to discuss the grievance within seven working days after receiving the response.

At or prior to the conference with the Superintendent or designee, the employee shall submit a written description of the basis of the grievance, the date(s) it occurred, the remedy sought, and the date the employee conferred with the Principal or immediate supervisor.

Level Three—

If the outcome of the grievance conference at Level Two is not to the employee’s satisfaction, an employee wishing to appeal shall file a written request with the Superintendent for a Board hearing at the next regular meeting. In matters involving an aggrieved party, the meeting shall be held within 30 days after the date the written request for a Board hearing was filed with the Superintendent, unless postponed by mutual consent.

The Board shall notify the aggrieved employee in writing of the time and place of the hearing. The Board shall provide written notification to the aggrieved employee of its decision within 15 days after the hearing.

The Board may designate a portion of its regular monthly meeting to hear employee grievances. However, the Board shall not discuss any subject that is not included in the written notice (posted agenda) for the meeting, other than to propose to place it on the agenda for a subsequent meeting.

The Board President may set reasonable time limits on grievance presentations. The Board shall listen to the grievance, but is not required to respond or take any action on the matter unless the grievance is from an aggrieved party.

Aggrieved parties who are entitled to some type of due process hearing shall be afforded that hearing with the Board or its designee at Level Three. If the Board’s designee conducts the hearing, the designee shall make a recommendation to the Board at a meeting held within 30 days of the date the request for a Board hearing was filed with the Superintendent. The employee shall be given an opportunity to respond to the recommendation either orally or in writing.

Executive Session—

If the grievance involves the character, professional competence, or physical or mental health of the employee bringing the grievance, it shall be heard by the Board in executive session, unless the employee requests that it to be heard in public. If the grievance involves complaints or charges against another employee, it shall be heard by the Board in executive session, unless the employee complained about requests that it be heard in public.
Reducing Full Time Positions to Part Time

The district administration may take current positions that are full time and reduce them if the district has revenue shortfalls or needs to meet state or federal mandates. Reductions would be determined in consultation with the Morgan Classified Employee Association leadership.

Legal Defense of Employees

In the event that any employee is sued or threatened with suit for actions which the employee has taken while engaged in the performance of the employee's duties, for actions within the scope of the employee's employment, or actions under the color of state authority as an employee of the District, the employee shall notify the Superintendent of Schools in writing of such suit or threat of suit. The written notice shall provide a short statement of the facts giving rise to the claim, the nature of the claim asserted, and how the actions giving rise to the claim relate to the employee's job duties or come within the scope of employment or occurred under the color of authority. In addition, the notice must request the District to engage counsel to provide a defense to the claim, and the written request must be made:

1. Within 10 days after service of process upon the employee; or
2. Within a longer period that would not prejudice the District in maintaining a defense on the employee's behalf; or
3. Within a period that would not conflict with notice requirements imposed on the school district in connection with insurance carried by the school district relating to the risk involved.

If the employee fails to make a timely request or cooperate in the defense, including the making of an offer of judgment or settlement, the District need not, in its discretion, defend or continue to defend the employee, or pay any judgment, compromise, or settlement against the employee arising from such claim.

The Superintendent may, if the nature of the action so warrants, provide a copy of the request to provide a defense to Risk Management or to the District's legal counsel.

Nothing in this policy obligates the District to undertake a defense, pay any judgment, or otherwise assume liability of an employee for acts or omissions of an employee that did not occur:

1. During the performance of the employee's duties; or
2. Within the scope of employment with the District; or
3. Under color of authority.

Also, the District shall not be obligated to pay any judgments or indemnify and may decline to provide a defense or discontinue providing a defense for:

1. Fraudulent acts of an employee; or
2. Willful misconduct where the employee commits the wrongful act intentionally or fails to act without just cause or excuse while aware that the conduct will probably result in injury; or

3. Injury or damages committed while the employee was legally intoxicated or under the influence of non-prescribed controlled substances or alcohol to the extent as to be unable to reasonably perform his or her job function or control a vehicle.

Within ten days after receiving the request to defend the employee, the District shall inform the employee whether it will provide the defense and if it refuses to provide the defense, the basis for the refusal. If the District refuses to provide the defense for the employee, the employee may recover from the District if the employee can prove that none of the conditions set forth in sub-part four apply. The employee has the burden of proof to establish that none of these conditions apply.

The District may conduct the defense under a full reservation of rights under which the District reserves the right to discontinue the defense and/or not pay any judgment if the conditions under Subpart 4(a)-(c) above are not shown or the conditions under Subpart 4(d)-(f) above are shown.

Letters of Recommendation

The Superintendent or a school principal having had administrative duties in relation to a former employee may provide a “letter of recommendation” for use by a former employee which assesses the job performance and professional conduct of the former employee.

Nepotism

For purposes of this section, “relative” means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

No board member or employee of the District may employ, appoint, or vote for or recommend the appointment of a relative or cohabitant in or to any position or employment, when the salary, wages, pay, or compensation of the appointee will be paid from public funds and the appointee will be directly supervised by a relative, unless:

1. The appointee will be compensated from funds designated for vocational training;
2. The appointee will be employed for a period of 12 weeks or less;
3. The appointee is a volunteer as defined by the District;
4. The appointee is the only person available, qualified or eligible for the position; or
5. The Superintendent determines that the employee is the only person available or best qualified to perform supervisory functions for the appointee.

No district employee may directly supervise an appointee who is a relative or cohabitant when the salary, wages, pay, bid or compensation of the relative will be paid from public funds, unless:

1. The relative was appointed or employed before the District employee assumed his or her supervisory position, if the relative's appointment was not unlawful at the time of appointment;
2. The appointee will be compensated from funds designated for vocational training;
3. The appointee will be employed for a period of 12 weeks or less;
4. The appointee is a volunteer as defined by the District;
5. The appointee is the only person available, qualified or eligible for the position;
6. The appointee is eligible or qualified to be employed by the District pursuant to State Office certification if applicable, civil service laws or regulations, or merit system or regulations; or,
7. The Superintendent determines that the employee is the only person available or best qualified to perform supervisory functions for the appointee.

When a district employee supervises a relative, the employee shall make a complete written disclosure of the relationship to the Superintendent. The district employee may not evaluate the relative's job performance or recommend salary increases for the relative.

No appointee may accept or retain employment in the District if the appointee is under the direct supervision of a relative, unless:

1. The relative was appointed or employed before the District employee assumed his or her supervisory position, if the relative's appointment was not unlawful at the time of appointment;
2. The appointee will be compensated from funds designated for vocational training;
3. The appointee will be employed for a period of 12 weeks or less;
4. The appointee is a volunteer as defined by the District;
5. The appointee is the only person available, qualified or eligible for the position;
6. The appointee is eligible or qualified to be employed by the District pursuant to State Office certification if applicable, civil service laws or regulations, or merit system or regulations; or,
7. The Superintendent determines that the employee is the only person available or best qualified to perform supervisory functions for the appointee.
The rules against nepotism apply to employees paid with public funds regardless of the source of those funds, including employee paid with funds from a federal grant.

This policy on nepotism shall not apply to the employment of a relative if the following criteria are established:

1. Fewer than 3,000 people live within 40 miles of the primary place of employment, measured over all-weather public roads;
2. The job opening has had reasonable public notice; and
3. The relative is the best qualified candidate for the position.

If an appointee is to be hired under this exception, the District shall make a written record of the proceedings in which it was established that the appointee met the criteria of this exception, which record shall include a written statement by the hiring officer certifying that the appointee satisfies the exception, all of which shall be retained in the personnel file of the appointee.

**Recommending Medical Procedures**

School personnel may not recommend to a parent or guardian that a child takes or continues to take a psychotropic medication or require that a student take or continue to take a psychotropic medication as a condition for attending school.

It is also illegal for school personnel to recommend that a parent or guardian seek or use a type of psychiatric or psychological treatment for a child or to make a child abuse or neglect report to authorities solely or primarily on the basis that a parent or guardian refuses to consent to psychiatric or behavioral treatment or evaluation of a child.

School counselors and mental health professionals do have authority to make recommendations in some areas, conduct limited assessments, and provide parents or guardians with a list of three or more health care professionals or providers. Additional information regarding appropriate activities by school counselors can be found in UCA 53A-11-605 or H.B. 202 during 2007 legislative session.

**Complaints**

Staff members are entitled to hear all complaints that are directed toward them by students, parents, members of the community, and staff.

The basic philosophy of the administration is that complaints and/or resolutions of conflicts should occur as close to the original source of the complaint or conflict as possible.

Administrators and members of the Board of Education shall have students, parents, and/or patrons go directly to the staff member about whom they are concerned. Board members may apprise the Superintendent of
concerns which have been brought to their attention only after they have referred them back to the appropriate staff member for resolution.

Anonymous complaints and/or individuals who refuse to discuss the problem directly with the staff member will not be ignored, although their unwillingness to communicate will be considered when the administration responds to the complaint.

The unwillingness of a staff member to address problems directly with another staff member is considered to be unprofessional behavior. Retaliation toward and/or discrimination against any student is prohibited.
Morgan School District Parental Complaint Process

The Morgan School District encourages discussion and resolution of concerns and complaints through conferences with the appropriate teacher, principal, or other employee. Concerns should be expressed as soon as possible to allow early resolution. All parties are encouraged to resolve issues. A complainant may withdraw a complaint at any time. It is important to follow levels to safeguard rights of due process. Complaints involving allegations of criminal activity should be reported to law enforcement and school administration and would begin the complaint process at level two.

→ Level One – Teacher, Counselor, Coach, Advisor, Other

If an informal conference regarding a complaint fails to reach a satisfactory outcome, the complainant may reengage the process by filing a written complaint form at the next level.

→ Level Two - Principal

The principal will initiate an investigation of the information/evidence and gather additional information/evidence if necessary and make a determination. If a formal written complaint fails to reach a satisfactory outcome, the complainant may appeal by filing a written complaint at the next level.

→ Level Three - Superintendent

The superintendent will consider all information/evidence and either uphold the principal’s decision or make another determination. If a formal written complaint fails to reach a satisfactory outcome at this level, the complainant may appeal the decision of the Superintendent to the Morgan Board of Education by filing a written complaint.

→ Final Level - Board of Education

The School Board will review the Superintendent’s decision and all information/evidence. A hearing may be held. The Board will uphold the superintendent’s decision or make another determination. All decisions of the Board of Education are final.
Physical Contact with Student in Disciplinary Situations

The basic rule is “never touch a student unless it is necessary to protect you, another individual, or the student in question from physical harm.”

Utah State Law with regards to this issue is found in Utah Code 53A11-801 through 53A-11-804. A basic outline is as follows:

1. A school employee may not inflict corporal punishment upon a child who is receiving services from the school, unless written permission has been given by the student’s parent or guardian to do so.

2. Corporal punishment means the intentional infliction of physical pain upon the body of a minor child as a disciplinary measure. (Minors under 18 for a student in the regular program and under 23 for a student who is considered to be disabled)

3. You may use reasonable and necessary physical restraint to:
   a. Defend yourself from physical harm
   b. Obtain possession of a weapon or other dangerous objective in the possession or under the control of a child
   c. Protect the child or another person from physical injury
   d. Remove a child who is violent or disruptive from a situation
   e. Protect property from being damaged

4. Reporting and investigation requirements for corporal punishment complaints are the same as those used for child abuse and neglect. If a violation is confirmed, school authorities are required to take prompt and appropriate action to ensure against a repetition of the violation.

5. Civil or criminal actions against the individual educator are permitted in cases where corporal punishment is not considered to be reasonable discipline.

The District’s response to any physical contact between a staff member and a student or between students when encouraged by a staff member that can be defined as corporal punishment will be as follows:

1. An investigation will be conducted immediately. A summary of the investigation will be reviewed by the superintendent. The sheriff and/or DCFS will be notified of the incident and the results of the district’s initial investigation.
2. A summary of the investigation will be placed in the staff member’s personnel file.
3. If the District’s investigation determines that the actions of the educator were not appropriate for the situation, there will be a letter placed in the employee’s file.
4. In addition to the letter placed in the employee’s file, the staff member will experience a minimum of a one-day suspension without pay. The
maximum consequence will be dependent upon the specific details of the situation.

5. A summary of the situation and the action taken by the district will be forwarded to the Utah Professional Practices Commission for possible action with regards to the individual’s certification.

Employees who use reasonable and necessary force to protect themselves or others from physical harm will have the support of the District!

Student Right to Privacy

Students and parents have a “right of privacy” guaranteed to them by both state and federal laws. As school employees, we have a moral, professional and legal responsibility to recognize that “right of privacy.”

It is unprofessional to share personal and/or private information regarding students, families, and other staff members to individuals who do not have an “identified” need to know the information.

It is also unprofessional to use one’s position as an employee to gain information about a student, family, or other staff member when there is no need to know. The seriousness of the act increases when the information is used for personal gain or to benefit the family or family members of the educator attempting to gain or share the information or when the information is used to undermine or discredit the student, family, or other staff member. It is unprofessional to use one’s position as an educator to provide a special advantage or benefit to that person’s child, spouse, family member, or friend.

It is also inappropriate to discuss student behavior, performance, and/or personal issues pertaining to either students or their families in an environment where individuals who do not have a “need to know” may overhear the discussions. This includes sharing or requesting students to share academic and/or citizenship grade in a public forum such as a classroom in a way that would bring embarrassment to any student.

Teaching assistants work under the direction and supervision of a member of the certificated staff. The responsibility to share information to parents or guardians regarding individual students lies with the certificated staff unless directed specifically by an appropriate member of the certificated staff to communicate directly with the parent or guardian. To do otherwise is considered to be unprofessional behavior.

Although confidentiality and the right of privacy are essential in all situations, the consequences for a breach of confidentiality are greater in the areas of free and reduced lunches and in special education.
Family Medical Leave Policy

This policy is adopted in conformance with the Family and Medical Leave Act, 29 U.S.C. § 2601 and implementing regulations located at 29 C.F.R., § 825 et seq. and supersedes all other District policies related to family leave, sick leave, bereavement leave, and/or disability leave.

Eligible Employee

An “eligible employee” means any classified or certified employee of the District who has been employed for at least 12 months by the District and worked at least 1,250 hours during the immediate 12-month period prior to any request for leave under this Policy.

29 CFR § 825.110

Employment Benefits

The term “employment benefits” means all benefits provided by the District to its employees such as group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits and pension or retirement benefits.

Health Care Provider

The term “health care provider” means a licensed doctor of osteopathy or medicine.

Parent

The term “parent” means the natural or adoptive parent of a child or legal guardian who acts in the place of a parent.

Son or Daughter

The term “son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, of a person who acts as parent. A child is: (a) less than 18 years of age; or (b) older than 18 years but incapable of self-care due to mental or physical disability.

Spouse

The term “spouse” means a legal husband or wife.

Serious Health Condition

The term “serious health condition” means an illness, injury, impairment, or physical or mental condition that requires:
1. Inpatient care consisting of an overnight stay in a hospital, hospice, or residential medical facility and subsequent treatment; or
2. Continuing treatments by a health care provider, which includes:
   a. Two visits within the first 30 days of incapacity with the first visit occurring during the first 7 days of incapacity;
   b. Periods of inability to work for more than three (3) consecutive calendar days that also involves treatment two or more times by a health care provider or at least one time which results in a regimen of continuing treatment;
   c. Any period of incapacity due to pregnancy or prenatal care;
   d. Any period of incapacity or treatment due to a chronic serious health condition which:
      i. Requires periodic visits, at least 2 visits per year, for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
      ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); or
      iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
   e. A period of incapacity which is permanent or long-term due to a serious health condition for which treatment may not be effective, such as Alzheimer’s disease, severe stroke, or terminal stages of a disease.

Eligibility

An eligible employee is entitled to a total of 12 work weeks of leave without pay during any 12-month period in the event of any of the following:

1. The birth of a son or daughter of the employee and to care for that newborn son or daughter;
   a. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work.
2. The placement of a son or daughter with the employee for adoption or foster care;
   a. A father, as well as a mother, can take family leave for the birth, placement for adoption or foster care of a child.
3. A spouse, son, daughter or parent who has a serious health condition; or
4. The employee suffers from a serious health condition that makes the employee unable to perform the essential functions of that employee’s position.

An eligible employee is entitled to a total of 26 work weeks of leave without pay during a 12-month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty.
An eligible employee is entitled to a total of 12 work weeks of leave without pay during a single 12-month period for any qualifying exigency arising out of a covered military family member who is on active duty or called to active duty status in support of a contingency operation. A qualifying contingency exists in the following circumstances:

1. Short-notice deployment;
2. Military events and related activities;
3. Child care and school activities;
4. Financial and legal arrangements;
5. Counseling;
6. Rest and Recuperation;
7. Post-deployment activities; and
8. Additional activities not encompassed in the above, but agreed to by the employee and the District.

Concurrent Leave

The Board hereby designates all paid or unpaid leave for any reason to be counted as part of and included in the Family Medical Leave so that an employee shall be entitled to no more than the maximum available leave allowed under the Family Medical Leave Act and other types of leave taken together.

The District hereby requires the employee to substitute any accrued vacation leave, personal leave, or family leave of the employee in place of any part of the FMLA leave week period of any leave under this policy.

Nothing shall require the District to provide paid sick leave, vacation leave, or other type of paid leave in any situation where it is not otherwise provided under district policies.

Foreseeable Leave

An employee shall make a reasonable effort to:

1. Provide the District with at least 30 days prior written notice of any anticipated leave under this policy whenever the leave is foreseeable; and
2. Schedule treatment so as not to unduly disrupt the operations of the District.

Employer Notification

The District shall post in a conspicuous place on school premises a notice of rights under this policy [This Notice must be approved by the Secretary of Labor. See Policy Exhibit 1.]

Upon receipt of a written request for Family Medical Leave, the District will provide the employee written notification of the status of the leave request within 5 working days.
Spouses of Employees Employed by the District

In any case where both husband and wife are employees of the District and both seek leave under this policy, such leave shall be limited to an aggregate of the maximum allowed individual leave during any 12-month period if:

1. Leave is sought to care for a newborn daughter or son or the adoption of a daughter or son; or
2. Leave is sought to care for a sick parent.

Required Medical Certification

All leave under this policy must be supported by a certification issued by a health care provider.

1. The Board hereby designates all qualifying leave as Family Medical Leave.
2. The medical certification shall be provided at least fifteen (15) days after leave is requested or when the employee begins unforeseeable leave.
3. A certification is sufficient if it states:
   a. The date on which the serious health condition commenced.
   b. The probable duration of the condition.
   c. If additional treatments will be required for the condition, an estimate of the probable number of such treatments.
   d. Which part of the definition of "serious health condition", if any, applies to the patient’s condition, and the medical facts which support the certification, including a brief statement as to how the medical facts meet the criteria of the definition?
   e. If medical leave is required for the employee's absence from work because of the employee’s own condition (including absences due to pregnancy or a chronic condition), whether the employee:
      i. Is unable to perform work of any kind;
      ii. Is unable to perform any one or more of the essential functions of the employee’s position, including a statement of the essential functions the employee is unable to perform, based on either information provided on a statement from the employer of the essential functions of the position or, if not provided, discussion with the employee about the employee’s job functions; or
      iii. Must be absent from work for treatment.
   f. A statement that the serious medical condition prevents the employee from performing the tasks of the position or that requires the employee to attend and care for a son, daughter, spouse, or parent.

4. The District may require the employee taking Family Medical Leave to complete the attached Fitness for Duty Certification prior to his/her return to work at the District. See Policy Exhibit 2
Other Provisions

1. An employee who takes leave in conformance with this policy is entitled to:
   a. Be restored to the position held by the employee prior to leave; or
   b. Be provided an equivalent position in terms of benefits, pay and responsibilities.
2. No benefit accrued prior to taking leave shall be lost as a result of taking leave under this policy.
3. The employee shall not accrue any seniority or employment benefits during any period of leave.
4. The District may deny restoration of employment or an equivalent position if:
   a. The denial is necessary to prevent substantial and grievous economic injury to the operations of the District;
   b. The District notifies the employee that it intends to deny restoration when it determines that injury would occur;
   c. The employee elects not to return to employment after receiving notice; and
   d. The employee is among the highest paid 10% of employees of the District.
5. If an employee fails to return to work after leave expires for reasons other than continuation, recurrence, or onset of a serious health condition of the employee, son, daughter, or spouse, then the District may recover the premium paid for maintaining coverage for the employee during the leave period.

Rules Applicable Near End of School Year

If the employee begins leave more than five (5) weeks prior to the end of the school year, the employee must continue taking unpaid leave until the end of the school year if:

1. The leave requested is of at least three (3) weeks duration; and
2. The return to employment would occur during the week period before the end of the school year;

If the employee begins leave for reasons other than a personal serious health condition which commences less than five (5) weeks prior to the end of the school year, then the employee must continue to take unpaid leave until the end of the school year if:

1. The leave requested is of greater than a 2-week duration;
2. The return to employment would occur during the 2-week period before the end of the school year.

If the employee begins leave for reasons other than personal serious health condition during the period that commences three (3) weeks prior to the end of the school year and the leave is greater than five (5) working days, then the employee must continue to take unpaid leave until the end of the school year.
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

**Reasons for Taking Leave**

Unpaid leave must be granted for any of the following reasons:

1. To care for the employee’s child after birth, or placement for adoption or foster care;
2. To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

**Advance Notice and Medical Certification**

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable”. An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

**Job Benefits and Protection**

For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan”. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

**Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
Enforcement

1. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
2. An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor, Employment Standards Administration
WH Publication 1420, Wage and Hour Division
Washington, D.C. 20210

Employee Acceptable Use of Electronic Devices

District employees’ job responsibilities may require them to use electronic devices or may be more efficiently and effectively fulfilled by use of such devices. District employees may also wish to use electronic devices for personal purposes during work time. However, electronic devices are subject to misuse and in some circumstances can have the effect of distracting and disrupting the employee and others in the school setting and may also lead to the disruption of the educational process.

The purpose of this policy is to vest in school and District administrators the authority to enforce reasonable rules relating to electronic devices in the workplace and to establish the framework for acceptable use of such devices. Policy DMB contains additional standards relating to District-owned devices and devices being used to conduct District business.

An “electronic device” includes any type of computer or computer-like device (such as a tablet) as well as any “electronic communication device.” An “Electronic communication device” is an electronic device that can be used to record and/or transmit (on either a real time or delayed basis) text, video or still images, sound, or other information. Examples of electronic communication devices include mobile telephones, “smart” telephones, Personal Digital Assistants (PDAs), two-way radios, video broadcasting devices, and pagers.

Employee use of electronic devices must comply with Policy EEB (regarding internet and school network use), Policy DKB (regarding sexual harassment), Policy DKBA (regarding interactions with students), Policies FE and FEA (relating to privacy of student records and information) and any other applicable District policies. Certified employee use of electronic devices must also comply with the Utah Educator Standards (see Utah Admin. Rules R277-
515-1 and following). Employees shall not use electronic devices in any way which violates applicable statutes or regulations. Employees shall not use electronic devices in ways that bully, humiliate, harass, or intimidate students, other employees, or other school-related individuals.

Employee use of an electronic device on school premises to access inappropriate or pornographic images is illegal, may have criminal consequences, shall be reported to law enforcement, and may have adverse employment consequences including termination from employment.

Electronic devices must be used in an ethical and responsible manner and must not be used to invade others’ reasonable expectations of privacy. Students and others in the public schools should not be subject to video or audio capture, recording, or transmission of their words or images by any employee without express prior notice and explicit consent for the capture, recording, or transmission of such words or images.

There are certain situations where the possession or use of electronic communication devices and cameras is absolutely prohibited within the public school, including locker rooms, counseling sessions, washrooms, and dressing areas.

Employees operating a school bus, or any other District-owned or leased vehicle, are prohibited from operating the vehicle while using an electronic communication device, whether personally owned or District issued, except:

1. During an emergency situation;
2. To call for assistance, after stopping the vehicle, if there is a mechanical breakdown or other mechanical problem;
3. Specifically authorized use of a two-way radio system or a mounted, voice GPS system; or
4. When the school bus or other vehicle is parked.

Employees may carry and use personally owned electronic communication devices on school property subject to this policy and any additional rules and regulations promulgated by the Board of Education. Employees who violate this policy may be subject to disciplinary action.

Personal electronic communication devices should not be turned on during the employee’s normal duty time to send or receive messages of a personal nature except in emergency situations or with pre-approval from the superintendent or school principal or designee.

This includes all times when the employee has direct supervisory responsibility for students or school activities, including after regular school hours (such as at evening school-sponsored events). Personal use of an electronic communication device is allowable during normal break times, lunch times, preparation times, and outside of regular school hours when the employee does not have direct supervisory responsibility. Personal electronic communication devices should not be used during instructional time or at school-sponsored
programs, meetings, in-services, conferences with parents or guardians, or any other time where there would be a reasonable expectation of quiet attentiveness.

A school bus operator may use an electronic device for personal use once a school bus is safely parked, appropriately secured and all passengers are safely off and at a safe distance from the bus, consistent with school district policy.

**Employee Acceptable Use of Electronic Device**

District electronic communications devices (DECD) are to be used only for district business. An employee who is issued or provided a DECD by the district remains at all times responsible for that device. The employee will be held responsible for use or misuse of the device by the employee or by anyone else. Consequences for misuse may include adverse employment action up to and including termination from employment.

Personal use of these devices is prohibited except in emergency situations or with preapproval from the superintendent or school principal or designee. In the event personal calls are made or received on a district electronic communication device, including emergency calls, the employee must reimburse the district for all costs incurred. The employee must also reimburse the district for the purchase price of the device if not returned when requested. Devices are to be used in a safe manner. Employees should not use them while operating district or non-district motor vehicles except to the extent permitted by governing motor vehicle or other laws. Devices should be used judiciously.

District electronic communication devices are valuable and should be handled with care. Loss, theft, or damage to a DECD must be reported immediately to the user’s supervisor. If loss, theft, or damage occurs as a result of employee negligence, the employee to whom the device is assigned will be responsible for reimbursing the district for repair or replacement costs.

Devices are to be used in an ethical and responsible manner. No employee is to use a DECD for the purpose of illegal transactions, harassment, obscene or offensive behavior, to access or create pornographic or inappropriate material, for unauthorized access to an electronic network or files or other violations of district policies or federal, state, or local laws regardless of whether the device is located on district property when the misuse occurs or is located elsewhere.

Employees have no expectation of privacy in using DECDs. Such devices and all information contained on them may be inspected or searched at any time, either directly or remotely. Employees may not act to conceal the use of the device nor install software to accomplish concealment. Employees should also be aware that a personal electronic communication device which is used to conduct district business may become subject to public records requests or other legally required disclosure.
If an employee misuses a DECD or leaves district employment, the employee may be responsible for fees or charges associated with cancellation of the service contract. If the superintendent or designee determines that the employee no longer needs a district electronic communication device to perform the employee’s job responsibilities, any fees or charges associated with cancellation of the service contract shall be the responsibility of the district.

Personal Business at School

1. Never use the school’s equipment and/or supplies for your personal use without making the appropriate reimbursement at the time of use. This includes the copy machines, cell phones, and/or the long distance telephone system.
2. Never take advantage of the “captive audience” nature of students to sell or promote a service or product that you have a private interest in.
3. Never conduct private business during school hours or on school property.
4. If you use the school phones for a private call, keep the conversations short and do not tie up the lines that are designed for school business. If you are using your cell phone, remember that while at school your primary responsibility is to the students you teach. Phone calls, either private or school business, should never take you away from your students or reduce your effectiveness as a teacher.
5. Do not use school property to enhance your own financial well-being.
6. Employee use of the district’s internet system, cell phones, and computers is not considered “private” communication and thus open to public scrutiny.

Misuse of District Owned Electronic Communication Device

An employee who is issued or provided a District electronic communication device by the District remains at all times responsible for that device. The employee will be held responsible for use or misuse of the device by the employee or by anyone else, except for uses occurring after the employee has given the District notice that the device has been lost or stolen. Consequences of misusing a District electronic communication device may include adverse employment action up to and including termination from employment.

Leave

Part/Temporary time employees do not receive district benefits.

Paid Time Off for Qualifying Employees

Qualifying, full time employees will be given 12 days of paid time off (PTO) annually which replaces sick and personal leave. This time can be used at the discretion of the employee with the consent of the principal. A paid time off day is equal to the number of hours the employee works during a normal day.
The number of PTO days accumulated will be provided employees on their monthly pay reports. Individuals should check that report monthly and direct concerns or questions to the district staff.

**Retention of Unused Days for Qualifying Employees**

Employees can accumulate up to 60 days in their individual PTO bank. Employees must use their annual 12 day allotment before they can access their PTO banked days. Banked days may be used under the direction of the principal for the following:

- Parental leave – maternity, paternity or adoption of a child.
- Long term illness of employee or immediate family member.
- Emergency health issue – employee or immediate family member.
- Bereavement days beyond what is allowed in the bereavement policy.
- Up to 4 days for *Once in a Lifetime Events*:
  - Employees must have been employed for five (5) consecutive years to be eligible for this option.
  - The days don’t have to be used consecutively but must be used within the year they are requested.
  - This option can be used once every five (5) years.

**Non-paid Days for Qualified Employees**

If an employee uses all 12 days of PTO and the additional requested leave doesn't qualify for banked time, the days are unpaid.

**Current Sick/Personal Leave Balances For Purposes of 2020 PTO Transition for Qualified Employees**

Employees with leave balances as of June 30, 2020 will have up to 30 of those days rolled into their individual PTO bank.

**Buyout for Existing Unused Sick Leave – Discontinuation of Retirement Payout for Qualifying Employees**

Retirement payout for accrued days will continue for employees who retire between June 1, 2021 & June 16, 2026. Any days initially rolled into an employee’s individual PTO bank will be counted for the purpose of calculating the buyout. Employees hired before 7/1/2020 with accrued days who retire after June 16, 2026 will receive 29% of the FY20 daily rate for a maximum of 60 days. No retirement PTO buyout for employees hired after 7/1/2020.

An employee who anticipates the necessity for taking any type of leave shall make proper notification to his/her building principal and/or immediate supervisor as soon as possible before the actual absence takes place. Employees who fail to contact the principal, immediate supervisor, or appropriate individual when they are absent and/or tardy may face disciplinary action.
Exceptions to this may exist when the leave is the result of a personal emergency or illness. In these cases, phone contact must be made with the principal or his/her designee at the earliest possible date and the district employee absence form should be completed when the employee returns to work.

It is the responsibility of the employee to initiate the appropriate process to cover their absences. The reason for the leave must be honestly and accurately reported. Individuals who falsify the reason for an absence on their employee absence form are subject to disciplinary action. Individuals who consistently fail to submit an employee absence form are also subject to disciplinary action.

Any absence must be recorded on the employee absence form each time an employee is absent from their assigned duties during a regular workday. The fact that someone covered for them or a substitute was not hired does not waive the employee’s responsibility to file the required forms. An absence on an early release day is considered as a “full day” absence even though employees were released early due to the fact that an early release day is still considered a full day of pay.

If, in the judgment of the administration, an unacceptable attendance pattern is developing, the employee involved will be formally notified in writing. The notice may include a requirement for medical verification at the expense of the employee before additional sick leave days are permitted to be used. The notification will be placed in the employee’s personnel file and considered to be pertinent to future employment within the District.

**Annual Leave for Qualifying Employees**

Annual leave is earned by all regular, full-time employees who are scheduled to work a minimum of 240 days a year and who have permanent positions with the district. Annual leave is earned by the Superintendent of Schools and the business administrator as well as a small number of individuals employed in support services.

**Bereavement**

Each full and part-time employee may be granted up to five (5) days of paid bereavement leave for each request, non-cumulative, in the event of the death of a member of his/her immediate family. For the purpose of this policy, the immediate family is defined as including one’s spouse, parent, child (natural, step or adopted), brother, sister, spouse’s parent and grandchildren. The leave may also be extended in situations where a person has died that assumed these roles for the employee or in situations where the employee has assumed immediate family responsibility.

An employee may also be granted one (1) day of paid bereavement leave for the funeral and not more than two days of paid leave for travel to funerals for brothers/sisters in-law, sons/daughters in-laws, grandparents, and spouse’s
grandparents. Additional days, if necessary, will be deducted from the employee’s personal leave and/or sick leave.

An employee may apply for the use of up to 2 days of sick leave from the Catastrophic Illness Bank, if participating in the bank, after all personal and sick leave have been used.

Absences that are the result of deaths to individuals not mentioned above shall be covered by either personal leave, sick leave, or leave without pay.

Employees who are responsible for conducting and/or participating in a funeral shall be awarded bereavement leave for the period of time required to conduct or participate in the funeral.

In cases where a student, staff member, former staff member, or a prominent friend of the school has died, the building administrator may use his/her discretion with regards to permitting staff to attend the viewing and/or funeral when the activities are located within the area. In these situations, bereavement leave may also be granted.

**Jury Duty**

All classified employees are expected to fulfill their civic responsibilities by serving on juries when called. Jury duty is a paid leave of absence. Any salary compensation received by the employee for jury duty performed on workdays (contract) shall be endorsed and signed over to the District through the business administrator.

An employee may keep one or the other but not both. Travel expenses paid to the employee for jury duty shall remain with the employee.

Leave that is the result of a subpoena to appear in court to testify in an official proceeding dealing with the operation of the District when the employee is not the one initiating charges against the District, or the District is not the one initiating charges against the employee, are considered as a paid leave of absence.

Leave that is the result of a subpoena to appear in court for a non-district issue is considered to be either personal leave or leave without pay.

Leave that results from the District making charges against an employee, or when the employee is making charges against the District is considered to be either personal leave, or leave without pay.

**Leave Without Pay**

The District employs the best applicants available to do the most effective job in the most efficient manner. When the employees are absent, the best job cannot be completed. For this reason, absences of any kind are discouraged.
For special situations, the District has created a liberal program of paid leave in order to help an employee deal with specific personal and/or family problems.

In special circumstances, employees may have long-term absences and/or a number of short-term absences that force an individual to take leave without pay. In these types of situations, leave without pay is understandable and will be accepted. Chronic leave without pay or leave without a good reason is not acceptable and may be grounds for dismissal.

Employees who are away from their duties without any type of district pay for every work day of an entire month are not entitled to district paid benefits during the month in which this absence occurs unless the absence is due to a work related injury or qualifies under the Family and Medical Leave Act of 1993.

Under the Family Medical Leave Act the employee is entitled to medical coverage up to a maximum of twelve (12) weeks while on leave due to the birth of the employee’s child, upon the placement of a child for adoption or childcare, when the employee is needed to care for a child, spouse or parent who has a serious health condition or when the employee is unable to perform his/her job functions because of a serious health condition.

When leave without pay occurs, the lost salary will be deducted from the employees next payroll allocation unless other arrangements are agreed upon through the Superintendent and/or the business administrator.

**Long Term Leave**

Upon request by the employee and approval by the Board, a full-time or part-time employee may take an extended leave for any reason that the employee and the Board mutually agreed upon. Extended leave is designed to cover no more than one (1) full academic year, although the employee may request additional extensions that will be reviewed by the Board. Long-term leave is without pay and has no district paid benefits.

The Board may reject a request for long-term leave, grant the leave with a guarantee of a position after a year or grant the leave with no guarantee of a position in the future. A long-term leave with a guarantee of a future position will not be given in situations where the employee departs to accept full-time employment elsewhere.

Upon expiration of the leave of absence, an employee who has been guaranteed a position will be placed in a job setting where he/she is qualified. Returning employees must provide written notification to the District of their intent to return ninety (90) days (on or before March 1 for nine-month employees) prior to the end of the leave.
Military Leave

The District will provide an employee with up to fifteen (15) days of military leave per year. Military leave that exceeds fifteen (15) days during any one (1) fiscal year must have prior approval by the Board of Education.

Employees on military leave may use their personal days and/or annual leave, where available to maintain their salary through the district. Without the use of personal days and/or annual leave, all military leave is considered to be leave without pay.

Employees may request an extended military leave for the purpose of fulfilling a draft commitment, enlisting in the military service, being called to active duty from a reserve unit or the National Guard, or for advance training. Requests for extended military leave should be made through the superintendent and will be governed by the state and federal laws that exist at the time the leave is granted.

Parental Leave

Upon request by the employee and approval of the Board, parental leave of up to one (1) calendar year shall be granted to either a mother or father when the mother/spouse is pregnant or when a birth occurs in their household. Parental leave is also available when a child is adopted. Parental leave that extends beyond the twelve weeks guaranteed by the Family and Medical Leave Act are contained under the provisions of the long-term leave policy.

An employee who is pregnant may continue in active employment as late into her pregnancy as she desires as long as she is physically able to perform the responsibilities associated with her job.

Her eligibility to remain at work prior to delivery or to return to work following delivery will be determined by her physical ability to perform her assignments as determined by her health care provider. In situations where long-term, parental leave is not requested and there is a normal birth of a child, the employee is expected to return to work within twelve (12) weeks after leaving work on parental leave.

An employee who is granted an extended parental leave shall, upon his/her return to work, be placed in a position for which he/she is qualified in terms of certification or job experience. All benefits to which the employee was entitled at the time the parental leave began shall be restored when the employee returns.

A mother taking parental leave due to childbirth will be eligible for sick pay.

An employee who utilizes all the leave benefits available to them shall be placed on leave without pay. Once an individual is placed on leave without pay, all provisions of that policy go into effect.
An employee who desires to extend a parental leave beyond 12 weeks must apply to the Board under the provisions of the district long-term leave policy.

**Professional Leave for Qualifying Employees**

Employees may request professional leave to participate in experiences that will improve their abilities to serve the students and/or staff of the Morgan County School District.

The District has no financial responsibilities beyond the employee’s salary and the cost of a substitute, if necessary.

Employees may also be requested to be out of their assigned positions to conduct district business or to undergo special training. All expenses shall conform to the established district policies and should be arranged with the immediate supervisor before the absence occurs.

The employee will receive their normal pay rate and the normal number of hours worked when involved in a professional leave situation unless other arrangements are made prior to their departure. An employee’s immediate supervisor must approve all professional leave before the leave is taken.

Association presidents and/or his/her designee will be entitled to two (2) days of district paid leave each year to deal with emergency situations within the District. Utilization of this leave and the reporting requirements are outlined in district policy and any agreements between the District and associations representing employee groups.

**Definition of a PTO Day**

A PTO sick day is equal to the number of hours the employee works during a normal day.

An individual who has suffered an extended illness that carries into the summer months may be required to provide the District with a written statement from a mutually agreed upon health care provider regarding the probability of the employee’s ability to return to work in the fall. The statement may be required any time after July 14. If the employee is unable to produce said statement, the District is authorized to hire a replacement for the upcoming school year. The employee would be placed on a long-term leave of absence not to exceed one year. The employee would not be permitted to draw from the Catastrophic Illness Bank when on a long-term leave of absence.

**Catastrophic Illness Bank**

The purpose of the Catastrophic Illness Bank is to provide employees with additional paid sick leave days beyond what they have accumulated in their
personal accounts to cover catastrophic situations that are the result of serious illnesses or accidents that require the employee to be absent from work.

Participation in the Catastrophic Illness Bank is limited to members of the classified staff who choose to donate to the bank during any given school year.

To be eligible to participate, an employee must donate a minimum of one (1) day into the bank on/or before September 1, of a said school year, or within (10) ten days of the date of hire. The maximum donation permitted during any given year is three (3) days.

<table>
<thead>
<tr>
<th>Step 1</th>
<th>First Year Participation Benefit</th>
<th>10 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 2</td>
<td>Second Year Participation Benefit</td>
<td>20 Days</td>
</tr>
<tr>
<td>Step 3</td>
<td>Third Year Participation Benefit</td>
<td>40 Days</td>
</tr>
<tr>
<td>Step 4</td>
<td>After Three Full Years of Participation</td>
<td>60 Days</td>
</tr>
</tbody>
</table>

Active participation in the Catastrophic Illness Bank requires a donation each year that an employee desires to be eligible. If an employee elected not to participate in the previous year, that employee will move back to step one of the participation levels.

Employees who have received a written notification of concern regarding their attendance will not be eligible to participate in the Catastrophic Illness Bank during the following year of employment.

Employees who are active participants in the Catastrophic Illness Bank program are eligible to draw upon the bank in situations where illness or injury to themselves, their spouse, or a dependent child living within their immediate household that requires the employee to be away from work longer than the number of days that he/she has accumulated in his/her individual leave accounts.

Before an qualifying employee can draw upon the Catastrophic Illness Bank, he/she must have used all PTO is available to him/her plus incur two days of leave without pay. An injury or illness does not qualify for coverage through the Catastrophic Illness Bank unless it will require the employee to be absent for a minimum of five (5) consecutive workdays.

Each request to the Catastrophic Illness Bank from an individual employee requires an additional absence of at least (5) consecutive days including two (2) without pay when the request is based on a different illness or injury.

An employee’s eligibility to draw upon the Catastrophic Illness Bank automatically ends when an employee becomes eligible for other benefits including, but not limited to, the district long-term disability program.

Injuries that are covered by the District workers compensation program are not eligible for coverage nor are absences associated with a normal
pregnancy and delivery. Absences that are the result of elective surgery are also without coverage. Complications experienced during pregnancy, delivery, or as the result of elective surgery may be covered depending upon the specific situation.

Medical appointments after the employee has returned to work that are associated with the illness or injury that qualified for relief through the Catastrophic Illness Bank may be covered by the provisions of this program, if approved by the Catastrophic Illness Bank committee. Every effort should be taken to schedule those appointments outside of the normal workday.

Active participants in the program will access the benefit by making formal application for consideration through the Superintendent to the president of the Morgan Classified Employee Association or his/her designee. The Superintendent, in conjunction with the president or his/her designee will call a meeting (via email, if necessary) of the Catastrophic Illness Bank committee to determine the eligibility of the request. The committee may require evidence including, but not limited to, a doctor’s statement before approval is granted. Any costs associated with gaining a doctor’s statement are the responsibility of the employee. Requests can be submitted before the employee runs out of accumulated leave.

An individual employee is limited to a maximum of sixty (60) days of paid leave through the Catastrophic Illness Bank during any one given school year for those working ten months or less and during any one given fiscal year for those working more than ten (10) months during the year. Individuals are also limited to a lifetime maximum of one-hundred twenty-five (125) days. These maximums are based on the presumption that there will be adequate time in the Catastrophic Illness Bank to cover the request. The District will not subsidize the Catastrophic Illness Bank if a shortage occurs. All donations of time must come from the employee groups involved in the Catastrophic Illness Bank.

If the demand for days exceeds the balance in the Catastrophic Illness Bank, the Catastrophic Illness Bank committee will be permitted to request additional days from the participating employee groups. Those who have not donated the maximum of three days will be the first employees given the opportunity to donate additional days. Employees who have donated the maximum of three days will be given the second opportunity to donate. If a shortage is still present, donations may be requested of all other employees in participating employee groups, although participation of these employees does not make them eligible for benefits unless their participation has come within the deadlines established by this program.

Time donated to the bank during any given year that is not used will remain in the bank for the following year. The bank will never be permitted to carry over more than one hundred eighty (180) days from the previous years, although the total number of days available within any school year may exceed one hundred and eighty (180).
Any balance that exceeds the one hundred and eighty (180) day maximum accumulation at the end of a given fiscal year (July 1) will be evenly divided among those who had contributed during the school year immediately preceding July 1, in a way that rounds down to the nearest one-half day.

The Catastrophic Illness Bank is considered to be an employee's program permitted by the District. Decisions associated with the program are made by the Catastrophic Illness Bank committee. The decisions of the Catastrophic Illness Bank committee are considered to be final unless accusations of discrimination and/or inconsistency in the administration of guidelines are made. Appeals based on these issues are to be made directly to the president of the Morgan Classified Employees Association who will be responsible for the development of a hearing panel.

The Catastrophic Illness Bank committee is composed of at least five individuals. The Superintendent of Schools appoints one member while the president of the Morgan Classified Employees Association appoints the other members. There is no maximum number of appointments that can be made by the president of the Morgan Classified Employees Association.

The Catastrophic Illness Bank committee is responsible for administering the program in a way consistent with the established guidelines, accepts applications for consideration, reviews applications and makes the determination, and communicates the program to the staff including the yearly solicitations for donations. The district office will maintain attendance records and deduct donations when provided with a signed authorization when provided with a signed authorization from each individual employee.

The Board retains the authority to authorize the program on a yearly basis including the review of any changes in the rules and regulations governing the program. The Board also requires a yearly report on the status of the program including both donations and employee utilization.

**Vacation**

Vacation Days are earned by all regular, full-time employees who are scheduled to work a minimum of 240 days a year and who have permanent positions with the District. Vacation leave is earned by the Superintendent of Schools and the business administrator as well as a small number of individuals employed in support services.

Qualifying employees who have worked 60 consecutive months (5 full years) or less are entitled to .833 days of vacation per month they work (two weeks per year).

Qualifying employees who have worked more than 60 consecutive months are entitled to vacation days at the following rate:

- 6th year = 11 days
- 7th year = 12 days
A “day” is based on the number of hours the employee actually works. Vacation is accrued on July 1st each year.

Exceptions to this provision are possible but must be approved by the building principal and the immediate supervisor before it will be granted. An employee’s immediate supervisor may deny a request for specific days if the needs of the building/district will not permit it.

Vacation days may not accrue from one year to the next unless. All vacation leave accrued during one fiscal year must be taken within three (3) months after the beginning of the following fiscal year.

Health Savings Account HSA

The District has adopted a high deductible medical insurance plan that includes a health savings account plan. A high deductible plan saves money for both the employee and the district due to the fact that insurance coverage doesn’t begin until the employee has paid a much greater amount out of their pocket than found in the district’s traditional medical insurance program. For the opportunity to save money, the district shares a portion of the savings with the employee through a deposit into a health savings account.

Life Insurance

The District provides each member of the classified staff who meets the qualifications for health insurance.

The value of the life insurance policy declines if you stay employed beyond the age of 65. From the ages of 65-69, the policy pays 65% of the face value. From the ages of 70-74, the policy pays 40%. From the ages of 75-99 the policy pays 25% of the face value.

Long Term Disability

The District also provides long-term disability insurance for individuals who experience an illness or accident that keeps them away from work for a minimum of 120 calendar days. Long-term disability pays approximately 60% or your normal income up to a maximum of $5,000 a month.
At times, individuals “waive” their health insurance but they are still eligible for life insurance, the Employee Assistance Program, and long-term disability. If an employee waives their health insurance, they must notify the business office of their intention in order to take advantage of either or both programs.

Agreement Summaries

1997  The District will provide resources that will permit for additional inservice of members of the support staff.

Before the District will consider the contracting out of support services in an effort to save money, the administration will enter into conversations with current employees to seek ways in which money can be saved using the current staff.

1998  The District will not take current positions that are full time and reduce them to half time in an effort to save money. The district reserves the right to reduce full time positions to half time for educational and/or instructional purposes.

1999  The District, food service staff, and classified professionals of the Utah School Employees Association will work together in an effort to decrease the cost associated with the District’s food service program.

2001  The District and representatives from the association developed a Catastrophic Illness Bank Program that was ratified by association membership and the Board.

2001  The District agreed to post an extra trip rotation chart in a visible location within the bus garage. The District also recognized that standby drive time is considered part of an individual’s 40 hour week. In order to avoid
overtime, the District agreed that the extra trip rotation could be manipulated and substitutes could be used to run activity trips.

2004 Several issues related to the transportation department were discussed and clarified.

2005 Involvement in a study of the legal/political/policy/fiscal issues with the District’s Early Retirement Program.

2006 Involvement in a study regarding prime trust accounts for individuals who are retiring and eligible for sick leave buyout or the Early Retirement Incentive Grant.

2007 The salary schedule for special education assistants was adjusted to increase both the base salary and the top salary. Those individuals who started during the 2006-2007 school year will remain on Step 1 with those who began during the 2007-2008 school year. The bottom step was deleted as a result of discussions during the Spring of 2007. As requested by the association, there were also clarifications in the areas of breaks, lunch breaks, and an employee dress code.

2008 The work year for 12 month employees was increased as follows:
- The work year increased from 237 days to 249 days.
- Employees will be eligible for 252 days of pay instead of 240 days.
- Christmas Day, New Year’s Day, and Thanksgiving Day will be paid holidays.
- The 9 workdays scheduled as no work/no pay days in the past were eliminated.

2009 Steps and lanes
- District will pay 8.8% increase in health insurance
- Review RIF Policy for classified employees
- Review and improve the evaluation process for classified staff
- Reopen negotiations if there is a change in circumstances that would impact salaries
- One QTBG day will be reinstated for the upcoming school year
- Reduce certificated staff through attrition
- Interns to receive 80% of salary and district insurance paying 20% of Premium
- First Day of school Aug. 18, 2009 free of all district and building meetings
- Principal has discretionary authority to move contract days at beginning and end of year
- Early release days free of all district and building meetings
- Changes to the Professional Agreement:
  - Association formally recognized if a majority are employed district
  - High deductible health insurance available for employees who choose it
  - Program to provide feedback regarding assignment of substitutes.
2010  Steps for all employees
- 2.5% Increase
- Step 20 added
- Clarification of overtime pay
- Modification of health insurance increase first dollar deductible from $100/$300 to $200/$600 and maximum out of pocket from $1,000/$2,000 to $2,000/$4,000.
- Retirees can choose to waive health insurance and receive cash settlement
- Classified staff will be paid for the time on the timecard rather than amount distributed over a year
- Sick leave may be used to attend a funeral
- Negotiations will be reopened if there is an increase in expected revenues.

2012  - Hire an additional third grade teacher at Morgan Elementary School.
- Funding for this will be generated by discontinuing the AmeriCorps program
- Hiring of a full-time science teacher will be shared between Morgan Middle School and Morgan High School. Funding for this will be generated by the reducing of a ½ time kindergarten teacher at Mountain Green Elementary School and the discontinuing the AmeriCorps program.
- Increase of the districts share of health insurance premium by an estimated $149,000. Premiums for employees in most cases will not increase. First dollar deductible and maximum out-of-pocket rates will increase.
- Fund district sponsored Health Savings Accounts at $ 915 for single coverage, $1525 for couple coverage, $1525 for employee plus child coverage, and $1525 for family coverage.
- Fund the cost of lane changes by an estimated $26,600.
- Fund the cost of steps for certificated and classified by an estimated $124,500.
- Fund the cost of the two professional days for certificated employees from the EduJob funds at an estimated cost of $65,000.
- Eliminate the third professional development day from the EduJob funds at an estimated savings of $32,500.
- Fund professional development activities for certificated and classified employees, $5,000
- Fund a two day teacher induction program. Estimated cost will range between $3,000 and $8,000 dependent on the number of new teachers hired.
- Fund end-of-the-year recognition program for staff (costs not to exceed $1,500)
- Fund a one-time bonus for all employees from EduJob money. One
hundred dollars for full-time employees and $50 for half-time employees
- Transferring one sick day to personal leave day for a total of 8 sick days
  and 4 personal days per year (See attachment B)
- Change sick leave buyout days from a maximum of 45 days to 55 days
- Re-open negotiations if new on-going money is received from the state
  beyond what is necessary to balance the 2011-12 and 2012-13 budgets.
- Substitutes who are assigned to replace the same employee for more
  than 10 consecutive days will qualify to be paid at Step 1 on the salary
  schedule for that position commencing on the 11th day
- Early paid release on the last day of school prior to Christmas break for
  classified employees who work 8 hours per day
- A team of classified members and administrators working together to
  develop a procedure for employees transferring from one job function to
  another that allows for recognition of steps and seniority.

2014
- Employees who qualify will receive the next step on the salary schedule.
- Employees who qualify will receive the next lane on the salary schedule.
- The District will cover the increased cost of the insurance premium.
- Change to the Bereavement Leave policy:

  - An employee may apply for up to two days from the Sick Leave
    Bank, if they are a contributing member, after using all of their
    personal and sick leave.
- The District will apply to have the State reduce the instructional days
  from 180 days to 178 days. Those two contract days will be used for
  Professional Development.
- Wording change to the complaint procedure:
  - Administrators and members of the Board of Education shall have
    students, parents, and/or patrons go directly to the staff member
    about whom they are concerned. Board members may apprise
    the Superintendent of concerns which have been brought to their
    attention only after they have referred them back to the
    appropriate staff member for resolution.”
- A change to the Leave of Absence Policy:
  - “An educator who has attained career status with Morgan School
    District may request…”
- Mentors will be paid through a stipend. Mentor teachers will receive
  $400 for the first year, $200 for the second year, and $100 for the third
  year. After the third year it will be the responsibility of the principal to put
  the provisional teacher on a growth plan.
- Changes to the Evaluation Process and Procedures to bring them into
  compliance with the State Code as found in SB64. For all the language
changes, refer to the Certificated Employee Handbook and the Professional Agreement.
- After the October enrollment numbers become official, the negotiating team may reconvene to discuss further negotiated items.

**2015**
- **Fund Step and Lane Increases**
  - Add 5.5 new teachers
  - 2% Salary Increase for all employees
  - Pass the 6.1% insurance premium increase on to the employees.
- **Adopt Teacher Evaluation Policy**
  - Establish a district committee involving all stakeholders to oversee the creation and adoption of policies dealing with teacher evaluation.
- **Employee Representation:**
  - Remind Administrators and Employees of Article 5-4-2 which states that: Any party in interest may be represented and/or accompanied at any formal level of the grievance procedure by an MEA Association officer or other person of his/her choosing. Employees may request the presence of a representative of their own choosing prior to any meeting or discussion where salary, status in the district, employment, personal reputation or welfare, discussion of grievances, or review of evaluations may take place.

- **Duty Free Lunch**
  - Except in cases of emergency, all teachers shall have a thirty (30) minute duty free lunch period. Teachers will be permitted to leave the school during lunch with prior notification of the principal or designee after appropriate supervision of students has been assured.
- **Sick Leave Buy Out**
  - Twenty-nine percent (29%) of an individual's unused sick leave will be paid to the employee if their application for disability or state retirement is approved. The maximum number of days that can be “bought out” is 57 ½ in 2014-15 and 60 for 2015-16 and beyond. The salary that is paid for each day that is “bought out” is dependent upon the individual’s attendance record with the district.

**2016**

**Change in Negotiation Representation**

To remove redundancy and to improve efficiency, the process/meetings for Certificated and Classified employee negotiations will be combined. Both recognized associations have less than a majority of employee members. Therefore, representation at the negotiation table will be enhanced to include the following voting members:

MEA 3 Members
<table>
<thead>
<tr>
<th>Role</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers</td>
<td>1 MES</td>
</tr>
<tr>
<td></td>
<td>1 MGES</td>
</tr>
<tr>
<td></td>
<td>1 MMS</td>
</tr>
<tr>
<td></td>
<td>1 MHS</td>
</tr>
<tr>
<td>Secretaries</td>
<td>1 Representative</td>
</tr>
<tr>
<td>Custodians</td>
<td>1 Representative</td>
</tr>
<tr>
<td>Transportation</td>
<td>1 Representative</td>
</tr>
<tr>
<td>Para Professionals</td>
<td>1 Representative</td>
</tr>
<tr>
<td>Food Service</td>
<td>1 Representative</td>
</tr>
<tr>
<td>District</td>
<td>Superintendent</td>
</tr>
<tr>
<td></td>
<td>Business Administrator</td>
</tr>
<tr>
<td></td>
<td>Board Member</td>
</tr>
</tbody>
</table>

Total 7 Certificated 7 Classified 3 District

- Funding of all employee steps and lanes
  - 3% Cost of living increase for all certificated employees.
  - 3.016% Cost of living increase for all classified employees.
  - July 4th as a paid holiday for 12 month classified employees.
  - Insurance increase of 10.8% shared premium shared with covered employees 50/50.

**ARTICLE 13 (Add to 13-1, 13-2, or 13-5)**
Elementary schools will observe an “Early Out schedule” to increase parent teacher conference time from 10 to 15 minutes.

**ARTICLE 13 (Include in 13-1, 13-2, or 13-5)**
For the 2016-2017 school year, the second comp day for elementary teachers will take place on January 20, 2017. In subsequent years, the second comp day of the year will alternate between secondary schools and elementary schools.

2017 - Seven additional teachers will be hired to lower class sizes.
- Two counselors will be added and shared between the elementary schools and middle and high school.
- Every employee will receive a 5% increase on the base.
- If enrollment increases 100 students by October 1, employees will receive an additional 1% mid-year stipend.
- Employee salary steps and lanes will be funded.
- An additional step will be added for secretaries, registrar/financial, cooks, route drivers, and administrators bringing all to Step 8.
- The district will cover the 4% increase in insurance resulting in no increase in monthly employee premiums.
- Teacher substitute pay will increase $10 per day.
- Classified sub wages will increase 5%.
- The effort to attract and retain teachers will be achieved by starting new teachers with no experience on step 3 of the salary schedule where they
will remain for 3 years.
- A full-time media position will be restored at MHS.

- Principal approves all leave time – Superintendent approval no longer required.
- No $500 penalty for teacher breach of contract.
- New Teachers: Credit for up to 9 years teaching experience on the salary schedule with additional years counting one for two.
- $750.00 Annual Stipend for Nationally Board Certified Teachers.
- Classified Employee Comp Time June 30 (up to 40 hours) use up or pay out. No Carry over.
2018 Board Agrees to:

- Hire 8 new teachers, 1 assistant principal for MHS
- Fund utility increases, school supply budgets
- Cover 3% increase in health insurance premiums.
- Fund 5% increase on the wage and salary schedule and to fund steps and lanes for all employees.
- Use one-time Flexible Allocation funding to provide a one-time, 1% mid-year bonus, to all employees by December 15, 2018.
- Increase the following classified wages:

<table>
<thead>
<tr>
<th>Position</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer Sweepers</td>
<td>$8.00</td>
</tr>
<tr>
<td>Summer Grounds</td>
<td>$10.00</td>
</tr>
<tr>
<td>Summer Custodial</td>
<td>$11.00</td>
</tr>
<tr>
<td>Classified Substitutes</td>
<td>$10.00</td>
</tr>
<tr>
<td>Sub/Call Driver</td>
<td>$12.00</td>
</tr>
<tr>
<td>Activity Driver</td>
<td>$17.00</td>
</tr>
<tr>
<td>Driver Layover</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

  | Substitute Teachers (per day) |       |
  | Licensed                     | $80   |
  | College Degree               | $75   |
  | Others                       | $70   |

- Maintain the current certificated salary schedule but begin to add one additional step beginning in the 2019-2020 school year and continuing at the rate of 1 step per year (if funding is adequate) to a maximum of:

  - B to step 16
  - C to step 18
  - D to step 20
  - E to step 25
  - F to step 27
  - G to step 30

- Maintain the current classified schedules but begin to add one additional step beginning in the 2019-2020 school year and continuing at the rate of one step per year (if funding is adequate) to a maximum of 12 steps.

- Provide the following option for classified employees who receive personal time:
  - Classified employees can exchange 4 (four) sick leave days for personal days. Employees must have been employed for five (5) consecutive years to be eligible for this option. The days don’t have to be used consecutively but must be used within the year they are requested. Requests will only be considered when additional personal leave is needed for...
events not already covered by bereavement and sick leave. This option can be used once every five (5) years.

2019 The Board agrees to:
- Fund employee steps and lanes
- Fund insurance increase
- Add 10 additional teaching positions (5 budgeted separately for new MGMS)
- Fund an additional step on the salary schedule “black hole” for all employees as per 2018 agreement.
- Lane A on salary schedule will freeze after this year at step 15.
- Fund 3.5% Cost of Living Increase for all employees
- Increase in the Employee Death Benefit
  - Classified from $30,000 $50,000
  - Certified from $50,000 $100,000
  - Administrative from 1 x their salary to $150,000

2020

The Morgan Board of Education, in agreement with the district negotiation committee and the Morgan Education Association agrees to:

- Step and lane advancements.
- 4% cost of living increase.
- Increase in compensation and standardization of Salary Schedule C (extra-curricular).
- District covering the 2% increase in health insurance.
- Conversion of sick days and personal days into 12 annual Paid Time Off (PTO) Days as follows:

12 PTO Days

Qualifying employees will be given 12 days of paid time off (PTO) which replaces sick and personal leave. This time can be used at the discretion of the employee with the consent of the principal.

Retention of Unused Days

Employees can accumulate up to 60 days in their individual PTO bank. Employees must use their annual 12 day allotment before they can access their PTO banked days. Banked days may be used under the direction of the principal for the following:

- Parental leave – maternity, paternity or adoption of a child.
- Long term illness of employee or immediate family member.
✓ Emergency health issue – employee or immediate family member.
✓ Bereavement days beyond what is allowed in the bereavement policy.

Non-paid Days

If an employee uses all 12 days of PTO and the additional requested leave doesn’t qualify for banked time, the days would be unpaid.

Current Sick/Personal Leave Balances

Employees with leave balances as of June 30, 2020 will have up to 30 of those days rolled into their individual PTO bank.

Buyout for Existing Unused Sick Leave

Current retirement payout for accrued days will continue for employees who retire between June 1, 2021 & June 16, 2026. Any days initially rolled into an employee’s individual PTO bank will be counted for the purpose of calculating the buyout. Employees hired before 7/1/2020 with accrued days who retire after June 16, 2026 will receive 29% of the FY20 daily rate for a maximum of 60 days. No retirement PTO buyout for employees hired after 7/1/2020.

Extra Days for Special Events

In addition to medical use of days in an employee’s PTO bank, 4 days can also be used with consent from the principal and superintendent once every 5 years after the employee completes 5 years of service (as per the existing policy).

Catastrophic Illness Bank (FKA Sick Leave Bank) use will remain unchanged as an employee benefit.

Bereavement Policy
The bereavement leave policy does not change.
## Wage Schedules

### Classified Salary Schedule

**Morgan County School District**

**FY2020-21**

<table>
<thead>
<tr>
<th>Grade</th>
<th>MedEd</th>
<th>SPE0</th>
<th>Food Serv</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level</td>
<td>Grade</td>
<td>Grade</td>
<td>Grade</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Old Base</td>
<td>11.72</td>
<td>11.94</td>
<td>12.61</td>
</tr>
<tr>
<td>1</td>
<td>100%</td>
<td>12.19</td>
<td>100%</td>
</tr>
<tr>
<td>2</td>
<td>100%</td>
<td>12.60</td>
<td>105%</td>
</tr>
<tr>
<td>3</td>
<td>110%</td>
<td>13.41</td>
<td>110%</td>
</tr>
<tr>
<td>4</td>
<td>115%</td>
<td>14.66</td>
<td>115%</td>
</tr>
<tr>
<td>5</td>
<td>120%</td>
<td>15.62</td>
<td>120%</td>
</tr>
<tr>
<td>6</td>
<td>125%</td>
<td>16.44</td>
<td>125%</td>
</tr>
<tr>
<td>7</td>
<td>130%</td>
<td>17.22</td>
<td>130%</td>
</tr>
<tr>
<td>8</td>
<td>135%</td>
<td>18.00</td>
<td>135%</td>
</tr>
<tr>
<td>9</td>
<td>140%</td>
<td>18.77</td>
<td>140%</td>
</tr>
<tr>
<td>10</td>
<td>145%</td>
<td>19.54</td>
<td>150%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade</th>
<th>Head Clerk</th>
<th>Head Nurse</th>
<th>Admin Secretary</th>
<th>Assistant Secretary</th>
<th>Nurse Driver</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Base</td>
<td>15.36</td>
<td>15.96</td>
<td>17.58</td>
<td>13.77</td>
<td>18.63</td>
</tr>
<tr>
<td>1</td>
<td>100%</td>
<td>15.97</td>
<td>100%</td>
<td>16.70</td>
<td>100%</td>
</tr>
<tr>
<td>2</td>
<td>100%</td>
<td>16.77</td>
<td>105%</td>
<td>17.54</td>
<td>105%</td>
</tr>
<tr>
<td>3</td>
<td>110%</td>
<td>17.57</td>
<td>110%</td>
<td>18.37</td>
<td>110%</td>
</tr>
<tr>
<td>4</td>
<td>115%</td>
<td>18.37</td>
<td>115%</td>
<td>19.21</td>
<td>115%</td>
</tr>
<tr>
<td>5</td>
<td>120%</td>
<td>19.17</td>
<td>120%</td>
<td>20.04</td>
<td>120%</td>
</tr>
<tr>
<td>6</td>
<td>125%</td>
<td>19.97</td>
<td>125%</td>
<td>20.88</td>
<td>125%</td>
</tr>
<tr>
<td>7</td>
<td>130%</td>
<td>20.77</td>
<td>130%</td>
<td>21.71</td>
<td>130%</td>
</tr>
<tr>
<td>8</td>
<td>135%</td>
<td>21.57</td>
<td>135%</td>
<td>22.58</td>
<td>135%</td>
</tr>
<tr>
<td>9</td>
<td>140%</td>
<td>22.38</td>
<td>140%</td>
<td>23.34</td>
<td>140%</td>
</tr>
<tr>
<td>10</td>
<td>145%</td>
<td>23.16</td>
<td>140%</td>
<td>24.22</td>
<td>140%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade</th>
<th>Summer Help</th>
<th>Classified Substitute</th>
<th>Bus/Cal Driver</th>
<th>Activity Driver</th>
<th>Driver Layover</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Base</td>
<td>8.00</td>
<td>10.00</td>
<td>12.00</td>
<td>17.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>
## Classified Salary Schedule

**Morgan County School District**

**FY2020-21**

<table>
<thead>
<tr>
<th>Custodian</th>
<th>Custodian</th>
<th>Elementary Custodian</th>
<th>Secondary Custodian</th>
<th>Custodian</th>
<th>Custodian</th>
<th>Maintenance Assistant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Base</td>
<td>11.09</td>
<td>15.59</td>
<td>17.29</td>
<td>17.48</td>
<td>14.39</td>
<td>19.37</td>
</tr>
</tbody>
</table>

| 1 | 10.0% | 12.36 | 100% | 16.21 | 100% | 17.38 | 100% | 18.16 | 100% | 14.97 | 100% | 20.04 |
| 2 | 10.5% | 12.97 | 100% | 16.72 | 100% | 18.35 | 100% | 19.06 | 100% | 15.71 | 100% | 21.04 |
| 3 | 11.0% | 13.59 | 110% | 17.83 | 110% | 19.79 | 110% | 20.00 | 110% | 16.49 | 110% | 22.04 |
| 4 | 11.5% | 14.21 | 115% | 18.65 | 115% | 20.88 | 115% | 20.91 | 115% | 17.21 | 115% | 23.05 |
| 5 | 12.0% | 14.83 | 120% | 19.46 | 120% | 21.58 | 120% | 21.82 | 120% | 17.96 | 120% | 24.05 |
| 6 | 12.5% | 15.45 | 125% | 20.27 | 125% | 22.48 | 125% | 22.72 | 125% | 18.71 | 125% | 25.05 |
| 7 | 13.0% | 16.06 | 130% | 21.06 | 130% | 23.38 | 130% | 23.63 | 130% | 19.46 | 130% | 25.05 |
| 8 | 13.5% | 16.68 | 135% | 21.86 | 135% | 24.39 | 135% | 24.54 | 135% | 20.20 | 135% | 27.06 |
| 9 | 14.0% | 17.30 | 140% | 22.70 | 140% | 25.17 | 140% | 26.48 | 140% | 20.95 | 140% | 28.06 |
| 10| 14.5% | 17.92 | 145% | 23.51 | 145% | 26.07 | 145% | 28.36 | 145% | 21.70 | 145% | 29.06 |

<table>
<thead>
<tr>
<th>Lead Mechanic</th>
<th>Part-time IT Assistant (on Degree)</th>
<th>IT Assistant (No Degree)</th>
<th>IT Technician (Certified)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Base</td>
<td>21.56</td>
<td>15.96</td>
<td>16.48</td>
</tr>
</tbody>
</table>

| 1 | 100% | 22.44 | 100% | 11.49 | 100% | 17.14 | 100% | 23.77 |
| 2 | 100% | 22.57 | 100% | 11.99 | 100% | 18.00 | 100% | 24.96 |
| 3 | 100% | 24.69 | 110% | 12.96 | 110% | 18.80 | 110% | 26.15 |
| 4 | 115% | 25.81 | 115% | 13.13 | 115% | 19.71 | 115% | 27.34 |
| 5 | 120% | 26.93 | 120% | 13.70 | 120% | 20.57 | 120% | 28.53 |
| 6 | 125% | 28.05 | 125% | 14.27 | 125% | 21.42 | 125% | 29.72 |
| 7 | 130% | 28.18 | 130% | 14.64 | 130% | 22.28 | 130% | 30.87 |
| 8 | 135% | 30.30 | 135% | 15.42 | 135% | 23.14 | 135% | 32.10 |
| 9 | 140% | 31.42 | 140% | 15.99 | 140% | 23.99 | 140% | 33.38 |
| 10| 145% | 32.54 | 145% | 16.56 | 145% | 24.85 | 145% | 34.67 |

### Substitute Teacher Rates

<table>
<thead>
<tr>
<th>Licensed</th>
<th>College</th>
<th>All</th>
</tr>
</thead>
<tbody>
<tr>
<td>Degree</td>
<td>Degree</td>
<td>Degree</td>
</tr>
<tr>
<td>90</td>
<td>75</td>
<td>70</td>
</tr>
</tbody>
</table>

### Longevity Step

- **20 Years**: 2.50%