

Morgan County School District

Support Staff Handbook

2009-2010

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SUPERINTENDENT'S MESSAGE

The Morgan County School District exists to educate children of this county. Teaching and learning is our mission and responsibility. It is important that all of us, as employees of this district, work together to achieve this mission. Members of the classified staff are an extremely important aspect of that process. The Support Staff Handbook was prepared as a guide to help us fulfill our purpose. It should be used to answer many of your personnel questions.

EEOC - TITLE VII POLICY STATEMENTS

It is the policy of the Morgan County School District to maintain equal employment opportunities for all applicants to the district and for all certificated and support staff personnel. Selection, assignment, training, and other personnel actions are conducted without regard to race, color, creed, national origin, age, sex, or disability. Educational programs promote good human relations by removing prejudice and discrimination and by the promotion of learning opportunities in cultural diversity.

The superintendent or his/her designee shall serve as the affirmative action coordinator with the responsibility to effectively administer the district's program based on policy as well as state/federal law.

It is the policy of the Morgan County School District to be in compliance with Title VII and Title IX Guidelines, which prohibit sex discrimination in the educational programs and activities in the district, as well as in the employment practices.

INTENT AND CLARIFICATION

This handbook has been developed and issued to members of the classified staff of Morgan County School District in an attempt to clarify operational procedures within the district. It is to be used as a guideline for successful employment. The Support Staff Handbook is not designed to replace the district's policy book. There has been a concerted effort to develop a policy manual in a way that is consistent with current district policy. If there is a conflict between the handbook and district policy, the district policy supersedes the handbook. All employees should review the policy book whenever possible.

The handbook is especially designed to meet the needs of the classified staff working within our district. The classified staff is comprised of non-certified employees who help maintain the district's educational programs. Support staff includes many individuals or groups of individuals performing numerous tasks. The major groups of classified staff within the district are teaching assistants, food service, maintenance, secretaries, transportation, and custodial services.

The handbook is designed to clarify operational procedures and does not serve as an employment contract between staff members and the Morgan County School Board. The handbook is approved by the board on a yearly basis and is considered to have equal authority to district policy when not in conflict with policy or Utah State Law. In the absence of other documentation, the handbook is considered district policy when approved by the board.

MORGAN CLASSIFIED EMPLOYEES ASSOCIATION

During the 2007 legislative session, S.B. 56 was passed and incorporated into UCA 53A-3-426. The change in the law requires school districts to allow an education employee association equal access to the distribution of information to employee's physical or electronic mailboxes and membership solicitations at new staff orientations. The law prohibits school districts from establishing or maintaining procedures that favor one education employee group over another. It also prohibits a district from either explicitly or implicitly endorsing an education employee association. The bill prohibits a school's calendar or publication from referring to the name of any education employee organization in reference to any break in the school calendar (i.e. UEA break).

The district has worked closely with the leadership of the Morgan Classified Employees Association on various issues in the past, and plans to continue that relationship. The relationship between the MCEA and the district is seen as a team working together to promote a quality educational system in Morgan County. The district plans to extend that same relationship to other employee groups as long as the situation remains workable.

The district meets with representatives of the classified employees association on personnel issues including "meet and confer" sessions each spring. We find the relationship between the district and the association to be positive and supportive of the general goals of our educational system.

Although the district may choose to recognize an association as the spokesman for the classified staff, the district retains the authority to negotiate with individual employees within the confines of state law and district policy.

It is unlawful for the district to permit employees to utilize the district's payroll deduction program to make contributions for political activities such as payments to candidates, political parties, political action committees, political issues committees, voter registration campaigns, ballot propositions, or any other political or legislative cause. You may make contributions for political activities using any other method.

EMPLOYMENT

Morgan County School District is committed to the employment of the most qualified individual.

All classified staff vacancies shall be posted within each school as well as the district office or the district's website for a minimum of five (5) working days unless special circumstances dictate otherwise. A job title, required qualifications and wage shall be listed with each vacancy. When applications are being accepted from outside the current employees, the position shall also be advertised through the local newspaper, the district's website, or a regional newspaper.

Selection of support staff may involve the superintendent, business administrator, building principal, supervisor for that particular position, and/or members of the support 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 were 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 salary schedule in the appropriate column that is associated with their specific job area. Credit for previous work experience within or outside the school 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 nor is credit given for experience as a member of the certificated staff. 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 given their first paycheck. 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 anytime for any reason without the district following the process established for individuals who have passed through their probationary period of employment.

State law provides members of the support staff with the same provisions for continuous employment as offered to members of the certificated staff. The right to continuous employment, as well as the due process required to remove a person from employment, increases significantly after three consecutive years of employment with the district for individuals working at least twenty (20) hours a week.

EMPLOYMENT CLASSIFICATION

Morgan County School District hires six (6) groups of employees in the area of classified staff. Those areas are as follows:

Regular Full-Time: Individuals who are employed under a job description for 178 - 260 days of operation in the school district for a period of six or more hours per day.

AmeriCorps: Individuals are employed under a special federal grant for 1,700 hours from July 1 to June 30 of a fiscal year.

Regular Part-Time: Persons employed under a job description for 178 - 260 days of operation in the school district for less than six (6) hours per day but at least four (4) hours per day.

Part-Time Hourly: Persons employed under a job description for 178 - 260 days of operation in the school district for less than six (6) hours per day but at least four (4) hours per day.
(Regular Part Time):

Temporary: 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.

Time spent as a temporary employee is not used as credit on the salary schedule for future employment.

Substitute: 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 school district.

Employee benefits are earned according to a person's classification within the district. The following table summarizes the benefits due to each classification of employee:

Benefits	RFT Reg. Full Time	R½T Reg. ½ Time	PTH Pt-Time Hourly	T Tempo rary	Sub Substit ute
Sick Leave	X	X			
Parental Leave	X	X			
Long Term Leave	X	X	X		
Personal Leave	X	X			
Annual Leave <i>12 month employees only</i>	X				
Military Leave	X	X	X		
Workers Compensation	X	X	X	X	X
Health Insurance <i>An employee must work a minimum of 25 hours a week to qualify for health insurance.</i>	X	X	<i>(R½T = 's 50/50 district's share)</i>		
Life Insurance <i>An employee must work a minimum of 25 hours a week to qualify for life insurance</i>	X	X	<i>(R½T = 's 50/50 district's share)</i>		
Retirement	X	X			
Liability	X	X	X	X	X
Long Term Disability <i>An employee must work a minimum of 25 hours a week to qualify for LTD</i>	X	X	<i>(R½T = 's 50/50 district's share)</i>		

Employee Asst. Program <i>An employee may participate in the EPA program even if they waive the health insurance</i>	X	X			
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NCLB – HIGHLY QUALIFIED TEACHING ASSISTANTS

Districts are not permitted to hire teaching assistants in the Title I program unless the individual has earned an associate degree, acquired a given number of college credits equal to an associate degree, or passed a written competency test approved by the state.

AMERICORPS

AmeriCorps is a special program based on a grant from the federal government. Individuals are usually hired for a two-year period of time and can't be reemployed through the AmeriCorps program. After the conclusion of their experience the district will, provided the individual has been successful, extend an opportunity for future employment to a member of the AmeriCorps staff.

AmeriCorps staff must work a minimum of 1,700 hours during the fiscal year and are paid \$15,000. They are also eligible for health insurance from the federal government and opportunities to extend their level of education.

AmeriCorps staff does not have paid leave nor are they entitled to other benefits provided other district employees. The district will not hire substitutes to cover for AmeriCorps employees.

CONFIDENTIALITY & RIGHT OF PRIVACY & PROFESSIONAL ETHICS

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 educator 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, 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 grades in a public forum such as a classroom in a way that would bring embarrassment to any student.

Teaching assistants are reminded that they 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.

CRIMINAL BACKGROUND CHECK

New employees, including substitutes, must submit to a criminal background check as part of the employment process. This process includes fingerprinting in the manner prescribed by the rules and regulations of the district and Utah State Office of Education. All costs associated with the background check and subsequent fingerprinting is the responsibility of the employee.

Upon their initial employment, individuals who fail to pay the appropriate fee and submit to fingerprinting within twenty (20) working days or the next scheduled time the district has the electronic fingerprinting system available will be subject to termination from employment with the district.

Beginning July 1, 2009 all district employees must undergo a background check at least once every five years. A rotation will be established that includes approximately twenty percent of the classified staff undergoing a background check each year. Failure to submit to a background check during the year in which a person is scheduled is grounds for termination.

NOTIFICATION OF CONTINUED EMPLOYMENT

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 reemployed 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.

SENIORITY

Seniority helps to guarantee an employee of the district continued employment. It does not assure an employee of a specific job placement, job location, specific work hours, length of work day, or preferential treatment in other personnel issues.

TRANSFERS

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.

Staff generated requests that are within the employee's job classification must be approved by the immediate supervisor(s) involved. The employee requesting the change must meet all job qualifications established for the position before a change will be considered.

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 board reserve the right to assign classified staff to positions within the district at their discretion. Staff members being reassigned will be involved in that decision-making process, unless the superintendent declares an emergency.

Credit for years of experience on the salary schedule will only be given for those years that the employee was working in the same job classification or performing responsibilities similar or the same as those of their new position under the current period of continuous employment. Years of experience as a member of the classified staff will not be permitted on the certified salary schedule nor will years of experience on the certified salary schedule be used on the classified schedule.

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 board, decisions in this area are not open for grievances unless there is evidence of retaliation and/or discrimination.

DISTRICT LEAVE

Leave Request

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.

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's 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 his/her 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 an absence form. 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 used. The notification will be placed in the employee's personnel file and considered to be pertinent to future employment within the school district.

SICK LEAVE

Regular full and half-time employees, who are members of the classified staff and work the normal 180-day school year, receive nine (9) days of paid sick leave per year they work. For new employees, allowance for sick leave will not be operative until the individual has reported for duty. For all other employees, the sick leave days allotted for a given year will not be available until the individual reports for duty in that year.

A sick day is equal to the number of hours the employee works during a normal day. (Sick leave was reduced by one day during the spring of 2008 to be effective beginning the 2008-2009 school year.)

Additional sick leave is added as follows:

- 178 - 199 work days - 9 days sick leave
- 200 - 219 work days - 10 days sick leave
- 220 or more work days - 11 days sick leave

Sick leave is accumulated with no maximum.

The employee may use sick leave when it becomes necessary to be absent from work due to personal illness or the illness of a member of his/her immediate family. Sick leave may also be used for medical/dental appointments of the same individuals outlined in this paragraph when said appointments cannot be scheduled outside the normal workday. For the purpose of this policy, members of the immediate family include a spouse, parents, spouse's parents, siblings, children, sons-in-law, daughters-in-law, or people who have assumed these roles or others for whom the educator has assumed immediate family responsibilities.

As a point of clarification, it is appropriate to use sick leave to cover absences that result from the birth or adoption of a child as per the provisions of this policy.

If an employee takes sick leave without accrued days being available, it is considered leave without pay unless some other type of paid leave covers the absence.

The district does not recognize "mental health" days that are used as an excuse to get away from the challenges of our profession under the heading of "sick leave." Absences of this nature should be classified as "personal leave" if they are essential.

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 anytime 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 sick leave bank when on a long-term leave of absence.

Individuals who have exceeded the number of sick leave days that they have earned when they terminate their employment will be required to pay back the district for the excess use at their current daily rate of pay.

The number of sick leave 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 office staff.

Twenty-five (25) percent of a maximum of 180 accumulated unused sick leave days will be paid to the employee upon either approved retirement or disability (25% of 180 days =s maximum of 45 days at a percentage of the individual's daily rate as determined by their attendance history).

SICK LEAVE BUY OUT

Twenty-five percent (25%) 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 forty-five (45).

The salary that is paid for each day bought out is dependent upon the individual's attendance record with the district.

The following scale will be used:

- If the person has accumulated 60 percent of the total number of days they have been issued, their pay will be 100 percent of their daily rate at the time of their retirement.
- If the person has accumulated 50 percent of the total number of days they have been issued, their pay will be 75 percent of their daily rate at the time of their retirement.
- If the person has accumulated 40 percent of the total number of days they have been issued, their pay will be 50 percent of their daily rate at the time of their retirement.
- If the person has accumulated less than 40 percent of the total number of days they have been issued, their pay will be 25 percent of their daily rate at the time of their retirement.

The stipend associated with sick leave buy out, if it reaches the qualifying amount of \$1,100, will either be paid into a medical savings account or deposited into a 401(k) or 403(b) program. The decision will be made after an interview with a consultant working with the district.

Payment is scheduled for the end of July of the contract year in which the person retires unless another date is mutually agreed on.

During the spring of 2007, the district and the MEA and MCEA negotiating teams agreed to place \$40,000 of "growth" money, considered to be "one-time" in nature, into a special account that is designed to protect the district as well as its employees from a year when the demands for early retirement stipends and/or sick leave buy out payments exceed the district's ability to pay. This action helped to meet new accounting standards while addressing the concerns of the Utah State Legislature.

PERSONAL LEAVE

The purpose of personal leave is to provide the employee with time to conduct personal business that cannot be conducted outside of the regular workday. Personal leave days may be used for any purpose at the discretion of the individual staff member.

All regular full and part-time staff members will be given three (3) days of personal leave each year. These days will be equal in time to the number of hours that the staff member works during a regularly scheduled workday. (The number of personal leave days was changed from two to three in the spring of 2008 to become effective during the 2008-2009 year.)

Personal leave can be accumulated to six (6) days. Personal leave days that exceed the maximum accumulation of six (6) are rolled into the individual's sick leave balance. When an individual qualifies for retirement and/or permanent disability, their personal leave balance is added to their sick leave balance for inclusion in the sick leave buy out process.

Personal leave days may not be used the day preceding or the day following a school holiday except by special permission of the superintendent. Personal leave days during the first week of school and/or the last week of school will not be approved without special permission of the superintendent. All personal leave days are subject to prior approval of the principal or immediate supervisor. With the exception of emergencies, no more than two personal leave days will be granted the same day in each school or department. Approval of personal days is also subject to the availability of substitutes. Requests will be granted in order of when the request was received. Absences for personal business that exceed the number of days permitted by this policy will be considered leave without pay.

Under unique situations, staff members may request additional days from their sick leave account for personal reasons in the same way that staff may request special permission to use personal leave the first and last weeks of school as well as the day before and the day after school vacation days. This does require permission directly from the superintendent and includes the disclosure of the reason for the request.

If a person deems it unsafe to come to work as a result of road conditions and school remains open, their absence is considered to be personal leave. If that individual does not qualify for paid leave, their absence is considered to be leave without pay.

EMERGENCY LEAVE

The superintendent has been given the authority to authorize emergency leave in unique situations that are out of the control of the employee. Emergency leave will be authorized only after personal leave has been utilized and will be deducted from an individual's sick leave balance. The purpose of emergency leave is to provide the district with some flexibility in meeting the needs of the employees when unique situations develop after a person has exhausted their personal leave.

PROFESSIONAL LEAVE

Staff members 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.

Staff members 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.

JURY DUTY/SUBPOENA

All district 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 school 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.

BEREAVEMENT

Each full and half-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, and spouse's parent. 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-law, grandchildren, grandparents, and spouse's grandparents. Additional days, if necessary, will be deducted from the employee's personal leave and/or sick leave.

Absences that are the result of deaths to individuals not mentioned above shall be covered by either personal 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 or department head 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.

ANNUAL LEAVE

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.

Employees who have worked 120 consecutive months (10 full years) or less are entitled to .833 days of annual leave per month they work (2 weeks per year).

Employees who have worked more than 120 consecutive months are entitled to annual leave at the following rate: 11th year = 11 days, 12th year = 12 days, 13th year = 13 days, 20th year = 20 days (maximum). A "day" is based on the number of hours that the employee actually works.

No annual leave may be taken during the first week or the last two weeks of summer vacation and no more than two consecutive weeks (10 work days) may be taken at any one time.

Exceptions to this provision are possible but must be approved by the superintendent, 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.

Annual leave may not accrue from one year to the next unless the superintendent gives special permission. Requests to accrue leave should be submitted in writing (letter or memo) to the superintendent. All annual leave accrued during one fiscal year must be taken within three (3) months after the beginning of the following fiscal year.

Employees may request a summary of their annual leave accounts through the business office.

MILITARY LEAVE

The district will provide an individual 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.

While on military leave, the employee may use his/her personal days and/or annual leave where available to maintain his/her 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 advanced 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 leave is granted.

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 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 workday 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 this 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 employee's next paycheck 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, an employee who has worked for the district at least one full year (either school year or calendar year) 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 carries 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 within their previous job classification whenever possible. 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.

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 his/her household. Parental leave is also available when a child is adopted.

Provisions regarding parental leave that extends beyond the twelve weeks guaranteed by the Family and Medical Leave Act are contained in the district's 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 parental leave shall, upon his/her return to work, be placed in a position for which he/she is qualified in terms of job experience and previous job classification. 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 of 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's long-term leave policy.

FAMILY AND MEDICAL LEAVE ACT OF 1993

This act requires the Board of Education to grant a leave of absence of up to 12 weeks during any 12-month period to an eligible employee: (1) upon the birth of the employee's child or upon the placement of a child with the employee for adoption or foster care; (2) when the employee is needed to care for a child, spouse, or parent who has a serious health condition; or (3) when the employee is unable to perform his or her job functions because of a serious health condition.

When the need for a leave is foreseeable, the employee is required to give the board at least 30 days notice of the employee's intention to take a leave. If the leave is necessitated by a medical emergency or other unforeseen event, the employee is responsible to give the board as much notice as possible. The board may require the employee to report periodically concerning their status and intention to return to work.

The leave is without pay unless the employee uses annual leave, personal leave, or sick leave to cover the absence. The board is required to maintain the same level of health benefits that would have been provided if the employee had continued in employment continuously for the duration of the leave or for 12 weeks, whichever is the least.

Under some situations, an employee who does not return to work after this leave may be required to pay back the insurance premiums paid by the district for the period of time that the employee was on leave.

There are some special conditions regarding teachers and/or members of the support staff that are involved in instruction.

To be eligible for the provisions of this leave, an employee must have been employed for over one year. During the previous 12 months, they must have worked a minimum of 1,250 hours.

The provisions of this act will only supersede the other policies in this handbook when it is to the benefit of the employee.

WORK RELATED INJURIES

All district employees are covered under a Workers Compensation Plan and will be entitled to prescribed benefits should they be injured while at work. Injuries occurring on the job or job related injuries must be immediately reported to the employee's supervisor and/or principal. Unless it is an emergency, the employee must report the accident to his/her immediate supervisor and/or principal before they seek medical or hospital care. The lack of a timely report by the employee may endanger his/her 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's 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 a 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.

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 no 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.

Employees 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! If expedient and reasonable corrective action is not taken, employees are directed to contact the Superintendent of Schools.

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.

SCHOOL VACATION DAYS

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 other days 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 may 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 SALARY SCHEDULE

Several of our employees are at the top of the salary schedule in their respective job classifications. Once an individual reaches the top of the salary schedule, there are only four (4) 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 bonus given to individuals at the top of the scale or to all employees
4. 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

Individuals at the top of the salary schedule will not be benefited by the typical "step" given to employees for an additional year of service.

LONGEVITY BONUS

Those members of the support staff who have worked for the district at least twenty years are entitled to an annual longevity bonus of either \$75 or \$150. All years in which an individual worked for the district are counted. The actual pay is based on the number of hours the individual has worked that year. Those working between 2.0 and 3.9 hours are entitled to \$75 while those working 4.0 hours or more will be entitled to \$150.

PAYDAYS/REIMBURSEMENT CLAIMS

Employees are paid once each month on/or around the first. 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 business office on/or before that date.

Those individuals who work 25 or more hours a week are paid over twelve months unless they provide the business office with a written request for payment over nine months on/or before September 20 of each school year. Those who work less than 25 hours a week are paid over nine months. Those individuals who worked between 20 hours and 25 hours a week during the 2007-2008 school year and were paid over twelve months may request special permission to continue to be paid as in 2007-2008 for a period not to exceed three years. This "grandfather clause" will end on July 1, 2011.

The district does work with most financial institutions regarding electronic transfers of paychecks resulting in a direct deposit into an employee's account. Direct deposit is a more efficient way for the district to do business and thus all employees are encouraged to participate in the program.

All individuals 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. As an example, a food service employee cannot be given a sum of money by an advisor of a student group for helping with a banquet.

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 \$100.00 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.

EMPLOYEE DRESS CODE

When performing job responsibilities, employees are to be dressed in a way that is neat, clean, and modest. Their dress should 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.

PAY INCREASES

When pay increases are approved by the district, the increases for regular 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 salary schedule, the employee must work at least one (1) full academic semester during the previous school year. For twelve-month employees, they must have worked a minimum of six months the previous year to be eligible for an increment.

Members of the support staff must work at least an average of ten (10) hours a week to be eligible for a vertical step on the salary schedule.

PAY DISCREPANCIES

The responsibility to verify the accuracy of the information on a paycheck lies with the employer and the employee. Staff members should check for mistakes made in salary and/or accumulated leave each time they receive a pay stub. It is the intention of the district to pursue mistakes made in salaries, benefits, and leave balances until the legal statute of limitations goes into effect as long as it is permissible by law.

SUBSTITUTE PAY

When a member of the support 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.

The accumulation of time began on July 1, 2005. Individuals involved must notify the district that they have reached the 720-hour 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. There is no transfer of hours or pay from one pay category to another.

FLEXIBLE SPENDING

The government permits you to put funds aside for qualifying child care expenses and medical/dental expenses beyond what is covered by your insurance plan. You may have those funds deducted from your paycheck as "pre-tax" meaning you avoid paying federal and state income taxes and social security on that portion of your wages. The maximum amount permitted by the district to be withheld for medical/dental expenses is \$4,200 per year. The federal government sets the maximum permitted for child care.

Employees may sign up for the flexible spending program during the open enrollment period in early September. This is the only time that a "continuing" employee can sign up for the program until the following September. Claims can be made against your flexible spending account from September 1st of one year until November 15th of the next year.

If you have questions about this program, please contact the district office. Flexible spending claim forms are available at the district office.

TIME CARDS Recording Hours Worked

Various issues concerning the Fair Labor Standards Act within the State of Utah have prompted the district to tighten the rules on the way we record and monitor work hours in order to avoid potential issues in Morgan. We must be able to document your actual hours worked accurately. Three different methods will be used to accomplish this.

Time clocks are in operation within each of the **four** buildings. All members of the support staff assigned to those buildings will be required to use the time clock. Use of the time clock is extremely difficult in the transportation department, and thus their routes have been given an allotted amount of time. There is a process that the drivers can go through when they exceed the amount of time that is allotted for their route. They need to report on a time sheet, too. The maintenance department will continue to report their time on a time sheet.

Our goal is to make sure that individual employees are paid for the time they spend working. That is a district responsibility. The district also has the responsibility to make sure individuals are working for the time they are being paid and that we stay within the budgetary constraints of the district. Administrative rules will be enacted as needed in order to meet the responsibilities of the district.

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's 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.

We understand the feelings that some employees have toward a time clock system, but it is the responsibility of the administration to protect the district from litigation and penalties imposed by the Federal Government for noncompliance.

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.

WORK HOURS – LANGUAGE CLARIFICATION

We have experienced some communication challenges due to terms that are used for working more hours than what is approved for a specific position. To clarify this situation, we have agreed upon the following language:

Straight Time – is paid at a person's regular rate and usually refers to the number of hours approved for a specific position whether it be 2, 3, 4, 6, or 8 hours a day.

Extra Straight Time – is paid at a person's regular rate and refers to situations where a person works more than their allotted time but less than forty hours during a week.

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 hours during a workweek. Please note that sick leave, personal leave, annual leave, etc. does not count as actual hours worked when determining overtime.

OVERTIME

Overtime begins when an employee actually works more than forty (40) hours in a week as defined by the district. The workweek is considered to begin at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday. Overtime must be pre-approved by the superintendent or his/her designee.

Work on a holiday, weekend, or school vacation day is not considered overtime unless the employee has exceeded forty 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 paycheck. Working beyond the number of hours allotted for your 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.

COMPENSATION TIME

Comp time is to be avoided whenever possible. 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 awarded, it should be used immediately 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.

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

Unless prior, written permission is received from the superintendent or his/her designee, claims for accumulated comp time for any given fiscal year must be settled on/or before June 20 of that fiscal year. Up to a maximum of 40 hours of comp time earned but not used on/or before June 20, will be compensated by the payroll check that is issued on/or before July 1. Comp time in excess of 40 hours will be lost at the close of each fiscal year, unless an employee requests permission to carry over comp time into the first quarter of the new fiscal year. The carry over is limited to five of their workdays. Time carried over but not used on/or before September 30 is lost.

Periodic overtime or comp time can be both expected and anticipated for some employees at different times during the school year and/or on special occasions. Consistent overtime or comp time is the product of either inappropriate expectations or concerns regarding job performance. Immediate supervisors have the responsibility to monitor both overtime and comp time.

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.

"CALL-IN TIME" MINIMUM

When a regular employee who is a member of the support 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 support staff will be guaranteed a minimum of one (1) hour.

When an individual 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.

HEALTH INSURANCE BENEFITS

Each regular part-time member of our classified staff who works a minimum of twenty-five (25) hours a week qualifies for the district to pay 50 percent of the district's share of their health and life insurance coverage as constituted within the district at any particular period of time.

Each regular member of our classified staff who works thirty (30) or more hours a week qualify for the district to pay 100 percent of the district's share of health and life insurance as constituted within the district at any particular period of time.

District coverage for the **2009 - 2010** school year will be through the Selecthealth program. The anticipated monthly cost to the employee for Select Med will range from **\$20.40** for single-party coverage to **\$66.30** for family coverage.

For those who desire a larger number of health care providers and the opportunity to visit health care providers outside of the IHC network, Care Plus is available. The anticipated monthly cost to the employee for this program will range from **\$43.10** for single-party coverage to **\$142.07** for family coverage.

Beginning in the fall of 2009, the district is also offering a high deductible, health savings account plan. Those individuals who choose to participate in the high deductible portion of this program will pay monthly premiums that range from \$17.03 (single-party coverage) to \$54.40 (family coverage). They will also receive a cash contribution from the district into their health savings account. Our coverage is through an HMO system. It is extremely important that you understand the intricacies of the program in order to avoid problems.

At times, we lose sight of the total cost of health insurance. We, as employees working over 30 hours a week, pay approximately **5.4%** of the total insurance premium each month. The district's share of the cost is as follows:

- Single-party for either program - **\$357.35 per month or \$4,288.20 a year**
- Employee and spouse for either program - **\$581.02 per month or \$6,972.24 a year**
- Employee and children for either program - **\$807.99 per month or \$9,695.88 a year**

- Family for either program - **\$1,161.73** per month or **\$13,940.76** a year

The total bill for health insurance for district employees from **September 1, 2009** through **August 31, 2010** is scheduled to be approximately **\$1,478,915** or **12.0%** of the total Maintenance and Operation Budget of the school district.

Any time there is a change in your family status you are required to update your files with the insurance company. This can be accomplished through either the business administrator or the district secretary. Please remember, when you no longer provide at least 50 percent of a child's financial support, they are not considered a dependent and thus are not eligible for coverage on your policy.

When children marry or reach the age of 26, they are to be taken off the district insurance. The employee is responsible for contacting the business office with these changes.

Title IX of the Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that certain employer's group health plans permit employees, spouses and dependents to continue coverage after marriage, divorce, separation, death, termination or reduction in work hours, or failure of the dependent to meet the contract definition of a dependent. The district is under this Federal Act and thus obligated to extend health coverage to those named by the legislation under the criteria established by the Federal Government.

If there is a change in your job status or your family situation, you or your dependents may be eligible to continue coverage at your own expense for a period of time after you leave the district or your family status changes. Individuals interested in this program should contact the business administrator or the district secretary.

The district has been able to maintain the same level of medical insurance without **significantly** increasing the employee's contribution for the past several years as a result of the combined efforts of all employees to make wise health care decisions.

High Deductible – Health Savings Account Option

The district has adopted a high deductible medical insurance option 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.

The health savings account works much the same way as the medical flex spending account with the exception that the employee can accumulate funds from year to year and the employee takes the fund balance with them when they leave the district. Employee contributions into the health savings account are tax free.

Although the employee faces some risk of paying a greater amount out of their pocket during any given year when compared to the traditional insurance program, they also have the opportunity to “make money” that can be accumulated over the years to pay for health care some time in the future including during their retirement years.

EMPLOYEE ASSISTANCE PROGRAM

The district provides counseling services through an Employee Assistance Program (EPA) offered by Blomquist Hale Consulting. These services are confidential and provide counseling in the areas of family, alcohol, drugs, marriage, psychological, emotional, and personal issues. These services are available to any employee covered by the district's health insurance, their dependents or others living in their immediate household. Those who waive the district's health insurance may decide to participate in this program by contacting the district office.

Those who are on prescriptions for any issue dealing with mental health must go through the EPA to qualify for insurance benefits. Any treatments or inpatient services related to mental health must go through the EPA program. The insurance coverage for mental health issues is different from our health insurance coverage and thus going to the wrong facility for treatment may result in no insurance coverage.

You may contact the EPA by calling 801-392-6833.

LIFE INSURANCE/LONG-TERM DISABILITY

The district provides each member of the classified staff who meets the qualifications for health insurance with a \$30,000 life insurance policy. That policy also includes a \$5,000 policy for your spouse and a \$3,000 policy for each dependent from the time they are born until they reach the age of 26 or until they are no longer your dependent, whichever comes first.

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.

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% of 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.

MEDICAL RECOMMENDATIONS FOR STUDENTS

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.

DRUG FREE WORKPLACE

The Board of Education has an established policy that prohibits any employee to distribute, dispense, possess, use, or be under the influence of any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor, or to unlawfully manufacture, distribute, dispense, possess, 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 Schedules I through V of Section 202 of the Controlled Substances Act 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 in the policy.

The policy includes school buildings, school property, school-owned vehicles, vehicles being used to transport students, school sponsored or school approved activities in which students are under the jurisdiction of the school district while supervising students or while engaged in school district business.

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

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.

COMMUNITY/PARENT/STUDENT 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 the conflicts should occur as close to the original source of the complaint or conflict as possible.

Administrators and members of the Board of Education should always try to do everything possible to have students, parents and/or patrons go directly to the staff member about whom they are concerned.

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.

RETIREMENT

Each employee who meets the criteria established by the State of Utah participates in the Utah State Retirement System. The details of this system vary from year to year and thus the employee is encouraged to contact the district office or the Utah State Retirement System for current information. At the present time, individuals who work twenty (20) or more hours a week participate in the Utah State Retirement System.

An individual must resign or retire from the district to withdraw their funds from the Utah State Retirement System. In the absence of documentation at the district office, the issuance of a check from the retirement system at the employee's request to withdraw the employee's contribution to the system will be considered as a resignation from the district.

RETIREMENT, EARLY

A member of the classified staff who has worked a minimum of ten (10) consecutive years with the district and qualifies for full retirement (thirty years of service) through the Utah Retirement System 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 base salary for the same position at Step 1 on the 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.

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 his/her 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) programs. 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 he/she is no longer eligible for the early retirement incentive grant or single party insurance benefits between the last day of school during his/her final year of employment and September 1 of the same year he/she 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 he/she is no longer eligible for the early retirement incentive grant or single party insurance, his/her benefits for that year will be prorated.

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 the early retirement incentive grant. The second year, they would qualify for 1/3 of the early retirement incentive grant (September, October, November, & December's 4/12's 1/3).

3. A person becomes eligible for Medicare the first day of the month in which he/she turns 65. District paid health insurance would end the last day of the month proceeding the month in which he/she turns 65.

During the spring of 2007, the district and the MEA/MCEA negotiating team agreed to place \$40,000 of "growth" money considered to be "one-time" in nature into a special account that is designed to protect the district as well as its employees from a year when the demands for early retirement stipends and/or sick leave buy out payments exceed the district's ability to pay. This action helps to meet new accounting standards while addressing the concerns of legislators.

UTAH STATE RETIREMENT SYSTEM - FEES FOR INACTIVE 401 (K) ACCOUNTS

Individuals who have qualified for employer payments into their 401 (k) accounts with the Utah State Retirement System in the past, but aren't currently qualified for employer payments should note that the retirement system will charge a fee for accounts that are inactive for a year. A small payment into the account during the year will avoid the fee.

TRAVEL REIMBURSEMENT/OUT-OF-POCKET EXPENSES

When a group of individuals is going to the same activity, they are expected to car pool. The district will not reimburse each individual for transportation when the employees elect to drive their personal cars over being involved in a car pool.

Employees who are required to use their personal vehicle as a part of their assigned position will be reimbursed at the rate of \$.40 per mile (if the employee chooses to drive his/her own vehicle even though a district vehicle is available he/she will be reimbursed at the rate of \$.20 per mile). The reimbursement for travel begins at either your home or your workstation, whichever produces the least number of miles. To qualify for reimbursement, both his/her immediate supervisor and the superintendent or his/her designee must approve an individual.

Employees who spend personal funds on legitimate items in direct support of students, student activities, or emergencies may reclaim these funds if their immediate supervisor approves the necessity of the expense in advance. The employee shall maintain receipts and submit them to his/her immediate supervisor to justify payment.

Employees who are asked to represent the district in meetings and/or workshops/seminars will be paid at the current rate recognized by the district for meals, lodging, and travel. Reimbursement for meals will be based on the actual amount spent up to the maximum permitted by policy. Receipts are required to document the actual amount spent unless the individuals are gone for more than one night. In situations where the individual is gone for two or more consecutive nights, the district will pay the appropriate amount for meals based on the policies enforced at the time of the activity.

Reimbursement for rooms will be at a reasonable competitive rate. It is inappropriate to use public funds to stay at an expensive facility when satisfactory accommodations may be available at lower rates in the same area.

When groups of individuals are going to the same event, the district will pay for one room for every two individuals of the same sex who are attending. If an individual prefers to have his/her individual room, or if he/she elects to take his/her spouse or family, the district would pay the same amount of money, as they would have, if the employee were sharing a room with another staff member (50%). Any additional cost charge as a result of the employee taking family members is to be paid by the employee.

SUPERVISION OF EXTRACURRICULAR ACTIVITIES

Individuals who are employed to supervise extracurricular activities serve for the season or school year for which the assignment is made. Extracurricular assignments do not carry a "promise" of continued employment nor should a "presumption" of an automatic assignment rest with the employee.

Extra-curricular assignments are considered to be temporary positions and thus individuals do not gain credit for "previous" service or "seniority" through experience as a supervisor of an extra-curricular activity. 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 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 Training and Certification program. This requires individuals to complete a training course in first aid and adult CPR. State Board of Education rules and regulations prohibit a person from coaching a second year without being properly licensed.

Part-time employees cannot use time spent in the supervision of extracurricular activities as a means of increasing their hours in order to qualify for benefits.

RESIGNATION

Generally speaking, it is presumed that a person working for a school district makes a commitment to complete the entire school year before leaving his/her position. Resignations or leave of absence during the school year create a great deal of confusion and may impair the district's ability to meet the needs of our students. We ask members of the support staff to avoid resigning or requesting a leave of absence while school is in session, whenever possible.

Termination 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 termination may be granted, provided that a suitable replacement can be secured.

Sick leave and annual leave will be prorated for individuals that terminate 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 paycheck.

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.

SUSPENSION OF LICENSE

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 reinstated or the individual's employment with the district is terminated.

REDUCTION-IN-FORCE POLICY

The Board of Education and the administration of Morgan County School District will determine when a reduction in the classified staff is necessary. Reduction in force will deal with positions, not individual staff members. When positions are deleted, the person with the least seniority in that support area will be terminated unless a wide disparity in competence is demonstrated and documented by the established evaluation procedures or unique skills are possessed by the individual that is required to meet the established job description for an existing position.

Staff members whose positions are reduced but whose seniority permits them to continue employment within the job areas in which they appear on the respective seniority list will be placed in a position within the district by central administration. The placement will be at a similar position with regards to salary and time demands whenever possible.

Any employee, who is placed by seniority after his/her position is reduced, will be required to meet the job qualifications of the position he/she will acquire.

There may be an occasion where an employee whose position has been reduced is not able to qualify for another position within his/her job area because of the skills necessary for the new position. In this situation, the employee would be released regardless of seniority because there were no positions in his/her job area that he/she was qualified to hold.

DEFINITIONS

Seniority: Shall mean a staff member's length of continuous service from the first working day in Morgan County School District as a regular district employee.

Seniority List: Shall mean a list specifying the chronological order of hiring each staff member. The seniority list will be published each fall. Any staff member who wishes to challenge his/her position on the list shall submit the basis of the challenge to the superintendent no later than January 1. Thereafter, any challenges remaining unresolved shall be resolved by use of the district grievance procedure.

Job Areas: The following shall be recognized as areas in which seniority lists will be developed:

- Instructional Assistants - including all assistants regardless of their responsibilities.
- Food Service - workers and head cooks
- Secretaries - building and central office
- Custodians - building and head custodians
- Transportation - all drivers
- Maintenance and Technical - maintenance, grounds, mechanics
- Supervisory - transportation director, maintenance director

Tie Breaker: In cases of identical initial date of employment, seniority shall be determined by the drawing of lots of such staff members. The superintendent will hold the drawing. The provisions for breaking ties on the seniority list will not be implemented unless employees who have the same date of hire are being released using the reduction-in-force policy. If the date is affected by a reduction, the tiebreaker will be utilized to determine order of reduction and thus the order of recall. Once rank order is established by the tie breaker, the employee will be guaranteed that relative position as long as he/she is associated with the district.

Starting Date: Length of service shall commence as of the first working day in the district in the most recent period of continuous service in a regular position.

Leave of Absence:

Time spent on paid leave of absence will be counted for seniority. Employees who take an approved leave of absence that is not paid will retain their original hiring date, but their position on the seniority list will be adjusted accordingly. A person having been so adjusted will be placed in the new position on the seniority list giving him/her the advantage over others at that spot with a later hire date, thus eliminating the need for them to participate in a tie breaker.

Part-Time/Full-Time Service:

Employees will be given a year of "full-time" service when their workday averages six (6) hours or more during the work year. Employees will be given one-half year of service credit when their work day average is less than six (6) hours and more than three (3) hours during the work year.

A work year is from anniversary date to anniversary date and consists of the number of days identified to accomplish the assigned task. Employees who are hired as substitutes or who are filling temporary positions are not given credit for their service with regards to seniority.

Qualified: To be considered "qualified," the staff member must provide evidence of one of the following:

1. Experience in the specific area within the past two years of continuous employment by the Morgan County School District
2. Present assignment in a specific area

Recall: Means the right of an employee to return to a position in the specific area from which they were originally laid off in the reverse order in which said staff member was laid off or to fill a position in another specific area for which the staff member is qualified. The recall list shall be maintained by the Board of Education for a period of eighteen months; thereafter, a staff member shall lose his/her right recall.

The superintendent and Board of Education shall attempt to accomplish staff reductions through attrition, leave of absences, resignations, and retirements. When this is not possible, the reduction-in-force policy will be implemented. In exceptional cases, the district may find itself in the position of having to implement a reduction in one area while finding it necessary to hire additional staff for a different area. Should such a condition exist the district will make every effort to utilize its current staff members.

If the necessary reductions have not been accomplished through attrition and reassignments, the Board of Education will implement the reduction-in-force policy. The Board of Trustees will make every effort to notify each staff member affected by a reduction-in-force by June 15 of the school year proceeding the school year in which the reduction is to be affected. In all cases, the staff member will be given a minimum of a two-week notice of a reduction that affects them.

In the event of a recall, staff members shall be notified by certified mail to their last address of record with the district and they must advise the Board of Education of their acceptance of the position being offered within seven days of receipt of the letter. If no contact has been received within fourteen days from the time the letter was sent, the position can be offered to another person. If personal contact can be made with the staff member, the time line listed above may be altered by mutual consent of both parties involved.

A staff member who is reduced from a full-time position and is on the recall list may refuse to accept an offer of a part-time position without forfeiting his/her recall rights. An analogous right shall exist for a staff member who may be reduced from a part-time position. A staff member who was full-time and refuses to accept a part-time position that later becomes a full-time job does not have the right to displace a less senior staff member who accepted the original part-time position.

An individual stays on the recall list for eighteen months after which they have no further claim to a position within the district. If, at any time a staff member who was full-time refuses to accept an offer for a full-time position, they are immediately taken off the recall list and have no further claim to a position within the district. An analogous situation is true with a part-time employee.

This reduction-in-force policy will be reviewed during the 2009 – 2010 school year in an effort to make it more appropriate for members of the classified staff. The results of that review will be a matter of discussion with the Morgan Classified Employees Association during the spring of 2010. Changes will be implemented for the 2010 – 2011 school year.

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 staff member 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 support 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 communication and when necessary to provide additional support.

The process used to evaluate the performance of classified employees will be reviewed during the 2009 – 2010 school year. Proposed changes will be subject to discussions with the Morgan Classified Employees Association during the spring of 2010 with implementation scheduled for the 2010 – 2011 school year.

DISCIPLINE PROCEDURES

The normal routine for disciplinary action of a regular, non-probationary member of the support 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 a 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 member 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 clarify employee responsibilities, areas of needed improvement, identify assistance, and specify areas and levels of performance and evaluation. Following the conclusion of the performance contract, a written evaluation is completed between the employee and those who designed the original contract.

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 action.

DISMISSAL

During the initial 90-day probationary period, an individual may be dismissed at any time for any reason. During the first three years of employment, the staff member has yet to gain a property right in his/her position and thus can be removed with less due process than after he/she has begun his/her fourth consecutive year of employment.

Following the completion of the probationary period, an individual may be dismissed for cause. The causes include, but are not limited to:

- Reduction-in-Force
- Job performance including the inability to get along with students, parents, teachers, administrators, and/or peers
- Providing false information on an application
- Negligence, incompetence, inefficiency, or insubordination
- Refusal to accept a reasonable or proper assignment
- Misappropriation and/or inability to account for funds
- Being away from the work site when time sheet or time card indicates presence
- Possession or consumption of an intoxicant or controlled substance while at work and/or a school activity
- Reporting to work and or a school activity under the influence of an intoxicant or a controlled substance
- Improper use of or unlawful conversion of state property, equipment, or funds
- Removal and/or use of district property for personal use
- Physical or mental incapability for performing assigned duties
- Use of district owned computers and/or the district's internet access to view, obtain, or transmit inappropriate materials including but not limited to pornography
- Consistent and/or willful violation of safety rules and regulations
- 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
- Possession of weapons on school property without a concealed weapons license
- Unauthorized disclosure of confidential information from school records
- Conviction of any felony or conviction of any crime involving moral turpitude
- Leave of absence without approval from immediate supervisor
- Sexual relationships with a student
- Sexual Harassment
- Physical contact with a student in a disciplinary situation that is considered to be a violation of state law regarding corporal punishment
- Inability to obtain or retain a required license
- Frequent use of abusive, profane, or foul language
- Breaches of confidentiality
- Harassment of students or fellow employees

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

- Verbal reprimand
- Leave with pay
- Written reprimand
- Leave without pay
- Performance Contract
- Immediate dismissal
- Probation
- 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 regular full-time or regular 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 individual 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. Thirty days to correct the problem that has been identified.

- c. If satisfactory progress has not been made, the employee must be given notice 60 days before the end of the contract year (beginning of the new school year).
 - d. The notice must include the reason for the action.
 - e. 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 days 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 regular full-time or regular part-time employee is terminated during the school year:
- a. Written notice of intent 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.

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, 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 request 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, or a district level secretary present when an employee reviews the content of his/her 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.

A staff member may permit upon a written request materials from his/her personnel file to be provided to a representative so designated by the staff member. A staff member may petition to have materials that have been filed for over five years removed. It is the decision of the superintendent to remove said materials. A staff member may request that any information in his/her 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 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's file if the process outlined in this section and in 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:

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

Lunch Breaks

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 or more hours a day are to take a regular lunch break.

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.

PREPARATION TIME

Teaching assistants are not guaranteed preparation time, although they may have time during the day where students are not immediately available due to scheduling issues. Teaching assistants are encouraged to use those breaks as an opportunity to prepare lessons and/or materials.

PHYSICAL EXAMINATIONS

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. 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 district shall meet the expense of such an examination.

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.

TRANSPORTATION PHYSICALS

Substitute drivers and new employees who are taking their physical to qualify for their initial CDL license must pay for their first physical. After the initial physical, the district will pay for subsequent physicals according to the process outlined below.

All members of the transportation staff are required to submit to physicals every other year in order to maintain their commercial driver license. The district will pay a maximum of \$75, which is the cost of the physical associated with a CDL license at the Morgan Health Clinic. The district will pay for a second physical during the two-year cycle if required for the individual to continue to serve the district in the capacity of a route driver.

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.

SEXUAL HARASSMENT

The district has adopted a Sexual Harassment policy for both the students and staff of the school district. The process for communicating the content of that policy is the responsibility of the superintendent or his/her designee. Sexual harassment is defined as, but not limited to, unwelcome sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature.

Sexual harassment may include:

- verbal harassment (epithets, derogatory comments, slurs)
- physical harassment (interference with movement or work)
- visual harassment (cartoons, drawings, posters).

Sexual harassment may be against members of the same sex as well as against members of the opposite sex.

Any form of sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature is unacceptable. The consequences for such actions increase when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, obtaining a grade, or academic performance.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or decisions to give a grade to that individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working or academic environment. A student or staff member who believes that he/she has experienced sexual harassment should first consider telling the perpetrator that his/her behavior is not appreciated and that it must be stopped. The individual being harassed has the right to and is encouraged to report the problem immediately to the Sexual Harassment Coordinator in his/her building/department, the building administrator/department head, or to the superintendent.

All claims of sexual harassment must be investigated and corrective action will be taken.

Employees who engage in conduct which is harassing or who contribute to a hostile, oppressive, intimidating, or offensive work and/or learning environment will be subject to investigative and disciplinary procedures, which may include, but are not limited to, suspension and/or termination.

The district has investigated claims of sexual harassment that dealt with staff toward students, students toward staff, and students toward students. Concerns regarding any harassment, including sexual, must be dealt with immediately and appropriately as per our district policy. To do otherwise, places the district and those involved at risk both legally and ethically.

ARREST REPORTING

Employees of the Morgan County School District are required to report their arrest or conviction on any of the following charges to the superintendent within 48 hours (or as soon as possible) of said arrest or conviction:

- **Any matters involving arrests for alleged sex offenses**
- **Any matters involving arrests for alleged drug related offenses**
- **Any matters involving arrests for alleged alcohol related offenses**
- **Any matters involving arrests for alleged offenses against the person as defined by Utah Code 76 Chapter 5 (things like assault, harassment, stalking, child abuse, domestic violence, custodial interference)**

INAPPROPRIATE PHYSICAL CONTACT

Employees of the district are considered to be models of appropriate behavior to others. District policy forbids employees from assaulting students or other district employees at anytime.

The policy defines assault as any act, committed with unlawful force or violence, which causes or creates a substantial risk of bodily injury to another. It includes unlawful force or violence to do bodily injury to another or a threat accompanied by a show of immediate force or violence to do the same.

PHYSICAL CONTACT WITH STUDENTS IN DISCIPLINARY SITUATIONS

There have been situations where staff members have made physical contact with students in a disciplinary situation. At least four of those situations have resulted in a staff member receiving some type of disciplinary action. The disciplinary action received has varied from situation to situation based on the severity and intensity of the physical contact. 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.

State law with regards to this issue is found in Utah code 53A-11-801 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. Protect the child or another person from physical injury
 - c. Remove a child from a situation who is violent or disruptive
 - d. Obtain possession of a weapon or other dangerous objective in the possession or under the control of a child
 - 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.

In response to the concerns regarding the district's response to any physical contact between a staff member and a student that can be defined as corporal punishment will be as follows:

1. An investigation will be conducted immediately. The superintendent will review the summary of the investigation. 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 members 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 day's suspension without pay. The maximum consequences will be dependent upon the specific details of the situation.

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

FINANCIAL - SPECIAL NOTES

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's 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.
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 district and not yours personally. If you leave, those items stay.

PERSONAL BUSINESS AT SCHOOLS

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 our 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.
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.

RELATIONSHIPS WITH STUDENTS AND STAFF

1. Always report accidents involving you, students, and other staff members on the prescribed accident forms.
2. You are required by law to report any cases of possible child abuse. Report your suspicions to the building principal or to the appropriate community agency immediately.
3. 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.
4. 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.
5. Never permit students to be in high-risk areas of the building without adult supervision. High-risk areas include, but are not limited to the gym, shop areas, weightlifting areas, and science labs.
6. 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.
7. Do not provide students with medicine or administer medicine to students unless you are working under the specific direction of your building principal.
8. Always follow district policy and/or procedures in the cleanup of body fluids.
9. 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.
10. Never share confidential information about a child, parent, or staff member to individuals who are unauthorized to receive that information.
11. 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.
12. 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.

13. 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.
14. The freedom of choice that each of our staff members should have with regards to solicitations should be respected. Individuals should not be directly or indirectly pressured into purchasing items or becoming involved in fund raisers as a result of the actions of other staff members in group meetings, during lunch, or within the confines of break or faculty rooms.
15. Individuals must recognize the diversity of our staff when sending out e-mails to "everyone" or to entire buildings. E-mails 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 some time in the future.

GRIEVANCE POLICY

Definitions:

- A grievance is an alleged violation of this agreement.
- A grievant is the classified employee or classified employees having the grievance.
- A party in interest is a person or persons making the grievance and any person who might be required to take action or against whom action might be taken in order to resolve a grievance.

Purpose:

The purpose of a grievance is to secure, at the lowest possible administrative level, equitable solutions to possible violations of this agreement. All parties shall cooperate and act in good faith to resolve the grievance.

Any grievant has the option of having a representative present beginning with Formal Level One.

Grievant must notify immediate supervisor within five (5) school days of the alleged act or condition.

Procedure:

Informal Level One

- Within five (5) school days, after notification of a grievance, the immediate supervisor shall discuss the grievance with the grievant with the intent to resolve the matter.

Formal Level One

- If the grievant is not satisfied with the disposition of his/her grievance at the informal level, or if no decision has been rendered within ten (10) school days after discussion of the grievance, he/she may file the grievance in writing (using appropriate forms).
- Formal level one will list action or inaction that led to the grievance, the Article(s) allegedly violated, and the remedy sought with the grievant's immediate supervisor.
- Within ten (10) school days after receipt of the written grievance by the immediate supervisor, the immediate supervisor shall meet with the grievant and/or representative in an effort to resolve the matter.
- If the grievant is not satisfied with the disposition of his/her grievance at formal level one or if no decision has been rendered within ten (10) school days after presentation of the written grievance, the grievant may elect to pursue the matter to formal level two.

Formal Level Two

- If the grievant is not satisfied with the disposition of his/her grievance at formal level one or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance with the superintendent in writing listing the administrative action or inaction that led to the grievance, the article(s) allegedly violated, and the remedy sought.
- Within ten (10) school days after receipt by the superintendent of the written grievance, the superintendent shall meet with the grievant in an effort to resolve the matter.
- If the grievant is not satisfied with the disposition of his/her grievance at formal level two or if no decision has been rendered within ten (10) school days after presentation of the written grievance to the superintendent, the grievant may elect to pursue the matter to formal level three.

Formal Level Three

- Within ten (10) days of receiving the decision of the superintendent or designee at formal level two the grievant may appeal the decision through the superintendent to the Board of Education. This appeal must be in writing and all documentation generated as it relates to the grievance must be attached.
- The Board of Education through the superintendent will then notify the grievant when the hearing of the appeal shall be held. A hearing on such appeals shall be closed. The board shall report any decisions made at the next regularly scheduled meeting of the Board of Education. The decision of the Board of Education shall be final.

Rights of Classified Employees and Representation

- No reprisals of any kind shall be taken by either party or by any member of the administration or the association against any party in interest or any other participant in the grievance procedure by reason of such participation.
- Any party in interest may be represented and/or accompanied at any formal level of the grievance procedure by an MCEA association officer or other person of his/her own choosing.
- Decisions rendered at formal level one, two, and three of the grievance procedure shall be given to the grievant in writing.
- All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the party of interest.
- To facilitate operation of the grievance procedure, necessary forms will be made available at each school.
- The district agrees to make available to the grievant or party of interest to attend a meeting or a hearing called by the superintendent or designee during the school day. A substitute will be provided.

RATIO OF PART-TIME TO FULL-TIME EMPLOYEES

The district recognizes the need to have classified employees serving in both part-time and full-time positions. A commitment was previously made regarding the district's position that full-time positions will not be divided into two or more part-time positions simply to save money on benefits.

The district does, however, recognize that change in the number of hours for specific positions may be necessary to meet individual students and/or program needs.

To serve as a guideline in the future the following proportion of full-time to part-time employees in the classified job descriptions seem reasonable. The exact percentages may vary slightly as the student population changes and/or programs are added or deleted from the district.

# Emp. 0-99 hrs	Job Classification	Less than 20 hrs	20 – 29.9 hrs	30 or more
18	Food Service	33%	11%	56%
41	Teaching Asst.	76%	12%	12%
13	Custodial	39%	15%	46%
3	Maintenance	33%	0%	67%
9	Secretaries	0%	0%	100%
15	Transportation	7%	80%	13%

LINE OF AUTHORITY

During the regular school year, the building principal is the direct supervisor with authority over the entire operation of his/her building.

Members of the classified staff who work in a specific building are accountable to the building principal.

The director of food service, director of maintenance / custodial services, and special education director serve as resource individuals to the building administrators as well as members of the classified staff.

The director of food service, director of maintenance/custodial services, and special education director also have specific responsibilities that include, but are not limited to, such areas as: budget, ordering materials and supplies, in-service of staff, and helping to set the vision for his/her respective departments.

For approximately eight weeks during the summer months (mid-June to mid-August), the custodial staff reports directly to the director of maintenance and custodial services. The special education staff who is teaching in summer school report directly to the director of special education.

RECENT AGREEMENTS WITH ASSOCIATION

1997 The district will provide resources that will permit for additional in-service of members of the support staff.

1997 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 administration will not take current positions that are full-time and reduce them to half-time in an effort to save money. The administration does reserve the right to reduce full-time positions to half-time for educational and/or instructional purposes.
- 1999 The district administration, 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 sick leave bank program that was ratified by association membership and the board.
- 2002 The district agreed to post an extra trip rotation chart in a visible place within the bus garage. The district also recognized that standby time is considered part of an individual's 40-hour week. In order to avoid overtime, the district stated 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 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 buy out 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 twelve-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 nine workdays scheduled as no work/no pay days in the past were eliminated.

2009 The district policies dealing with RIF and classified performance assessments will be reviewed during the 2009 – 2010 school year with adjustments being implemented in the fall of 2010. Certain twelve-month employees were given the option of opting-out of the work year established for the 2008 – 2009 school year and returning to the 2007 – 2008 work schedule.

WORK YEAR DEFINED

Members of the support 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:

- New Year's Eve
- New Year's Day (paid holiday)
- President's Day (when school is not in session)
- Memorial Day
- Fourth of July
- Pioneer Day
- Labor Day
- Thanksgiving Day (paid holiday)
- Day after Thanksgiving
- Christmas Eve Day
- 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.

During the spring of 2009, two twelve-month employees "opted-out" of the 250/253 work year to return to the 241/244 work year. They are permitted to stay on the 241/244 work year for the rest of their careers in the MSD. No other twelve-month employees will be permitted to "opt-out" of the 250/253 work year. They will have an additional nine days of no work/no pay days during the year as approved by their building principal and the district's director of custodial/maintenance services.

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:

Those individuals 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 STAFF SICK LEAVE BANK

Approved 12/12/01 & 1/9/02

Background

During the "meet and confer" sessions held with the classified staff association during the spring of 2001, the possibility of creating a classified staff sick leave bank was discussed. A decision was made to develop a proposal by the end of the 2001 calendar year. A committee composed of JoAnn Allgood, Lori Bice, Bruce Giles, Daylene Coy, Dean Judkins, Norbert Bensch, and Ron Wolff met during October and November of 2001. The classified association ratified the proposal on December 12, 2001, while the Board of Education approved the proposal on January 9, 2002. The proposal was implemented for the second semester of the 2001-2002 school year.

Purpose

The purpose of the sick leave 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.

Participants in the Sick Leave Bank

Participation in the sick leave 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 October 1, of a said school year. The maximum donation permitted during any given year is three (3) days.

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

Employees new to the district must be employed a minimum of sixty (60) consecutive, calendar days before they can become eligible to participate in the sick leave bank program. After the completion of the first sixty days, their donation to the bank must be made within thirty (30) calendar days.

Active participation in the sick leave bank requires a donation each year that an employee desires to be eligible. If an employee elects not to participate in a given year, they are not eligible to receive benefits that year regardless of previous participation.

Eligibility & Benefits

Employees who are active participants in the sick leave 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 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 employee can draw upon the sick leave bank, he/she must have used all paid leave (sick, personal, and annual where given) that are available to him/her plus incur two days of leave without pay. An injury or illness does not qualify for coverage through the sick leave bank unless it will require the employee to be absent for a minimum of five (5) consecutive workdays.

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

An employee's eligibility to draw upon the sick leave bank automatically ends when an employee becomes eligible for other benefits including, but not limited to, the district's long-term disability program.

Injuries that are covered by the district's 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

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

Accessing the Benefit

Active participants in the program will access the benefit by making formal application for consideration through the president of the Morgan Classified Employee Association or his/her designee. The president or his/her designee will call a meeting of the sick leave 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.

Utilization Maximums

An individual employee is limited to a maximum of forty-five (45) days of paid leave through the sick leave 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 months during the year. **Individuals are also limited to a lifetime maximum of one-hundred twenty-five days (125).** These maximums are based on the presumption that there will be adequate time in the sick leave bank to cover the request. The district will not subsidize the sick leave bank if a shortage occurs. All donations of time must come from the employee groups involved in the sick leave bank.

Excessive Demands on the System

If the demand for days exceeds the balance in the sick leave bank, the sick leave 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 individuals does not make them eligible for benefits unless their participation has come within the deadlines established by this program.

Perpetuation of the Sick Leave Bank

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.

Sick Leave Bank Committee

The sick leave bank is considered to be an employee's program permitted by the district. Decisions associated with the program are made by the sick leave bank committee. The decisions of the sick leave 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 sick leave bank committee is composed of at least four 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 sick leave 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 from each individual employee.

Board of Education

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.