## Table of Content

SUPERINTENDENT’S MESSAGE ........................................................................................................... 5

Employment Objectives (DAA) ............................................................................................................. 6

PERSONNEL FILES ............................................................................................................................... 9

Employment Licensure (DAB) .............................................................................................................. 10

HIGHLY QUALIFIED TEACHERS .......................................................................................................... 11

ALTERNATIVE ROUTE TO LICENSURE ............................................................................................. 13

LICENSE RENEWAL ............................................................................................................................. 14

SUSPENSION OF LICENSE (INCLUDING CERTIFICATE) ................................................................. 16

Employment Background Checks (DAC) ............................................................................................... 16

EXTRACURRICULAR ACTIVITY ASSIGNMENTS ................................................................................ 19

EMPLOYMENT DUTIES, RESPONSIBILITIES AND EXPECTATIONS .................................................... 21

WORKDAY ........................................................................................................................................... 22

Employment Transfers (DADA) ............................................................................................................. 23

Employee Conflict of Interest (DAE) ..................................................................................................... 25

Ethics Policy Regarding Private But Public Education-Related Activities (DAF) ............................... 26

Employee Drug Policy (DAG) .............................................................................................................. 29

Policy Exhibit #1 “Drug and Alcohol Policy Notice to Employees” (DAG) ....................................... 30

Contracts Certificated Employees (DBA) ............................................................................................. 31

EXTENSION OF PROVISIONAL PERIOD ............................................................................................ 32

NON-RENEWAL OF PROVISIONAL CONTRACT ................................................................................ 33

CAREER CONTRACT TEACHERS ........................................................................................................ 33

PART-TIME TEACHERS ......................................................................................................................... 34

RESIGNATION ...................................................................................................................................... 35

BREACH OF CONTRACT ....................................................................................................................... 36

ELEMENTARY AND SECONDARY PLANNING TIME ....................................................................... 37

Employment Requirement Physical Examinations and Communicable Diseases (DBBA) ........... 37

RETURN TO WORK ............................................................................................................................ 38

No Implied Contracts Rights (DBC) .................................................................................................... 38

Student Teachers and Interns (DBE) ..................................................................................................... 39

INTERNSHIPS ..................................................................................................................................... 39

COOPERATIVE TEACHERS - STUDENT TEACHERS ........................................................................ 39

Substitutes (DBF) ............................................................................................................................... 40
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reemployment of Retirees (DBG)</td>
<td>42</td>
</tr>
<tr>
<td>Compensation (DBHA)</td>
<td>43</td>
</tr>
<tr>
<td>HORIZONTAL PLACEMENT: NEW EMPLOYEE</td>
<td>43</td>
</tr>
<tr>
<td>STEP PLACEMENT FOR NEW TEACHERS</td>
<td>44</td>
</tr>
<tr>
<td>HORIZONTAL ADVANCEMENT: CONTINUING EMPLOYEE</td>
<td>44</td>
</tr>
<tr>
<td>NATURE OF THE SALARY SCHEDULE</td>
<td>46</td>
</tr>
<tr>
<td>COMPENSATION TIME</td>
<td>47</td>
</tr>
<tr>
<td>UTAH STATE RETIREMENT SYSTEM – FEES FOR INACTIVE 401 (K) ACCOUNTS</td>
<td>48</td>
</tr>
<tr>
<td>PAY INCREASES</td>
<td>48</td>
</tr>
<tr>
<td>PAY DISCREPANCIES</td>
<td>48</td>
</tr>
<tr>
<td>READING AND MATH ADDENDUMS</td>
<td>48</td>
</tr>
<tr>
<td>EMERGENCY CLOSINGS</td>
<td>49</td>
</tr>
<tr>
<td>SALARY SCHEDULE</td>
<td>49</td>
</tr>
<tr>
<td>Administration Relations (DCA)</td>
<td>50</td>
</tr>
<tr>
<td>Mediation of Contract Negotiations (DCB)</td>
<td>52</td>
</tr>
<tr>
<td>Association and Organization Participation (DCC)</td>
<td>53</td>
</tr>
<tr>
<td>Reporting of Child Abuse (DDA)</td>
<td>54</td>
</tr>
<tr>
<td>Reporting of Student Prohibited Acts (DDB)</td>
<td>55</td>
</tr>
<tr>
<td>Workers Compensation (DEA)</td>
<td>56</td>
</tr>
<tr>
<td>Personal Protective Equipment (DEAC)</td>
<td>57</td>
</tr>
<tr>
<td>WORK RELATED INJURIES (DEAD)</td>
<td>59</td>
</tr>
<tr>
<td>Retirement (DEB)</td>
<td>61</td>
</tr>
<tr>
<td>Social Security</td>
<td>61</td>
</tr>
<tr>
<td>Risk Management Coverage for Employees (DEC)</td>
<td>63</td>
</tr>
<tr>
<td>Policy Exhibit #1 Acknowledgment of Legal Liability Protection (DEC)</td>
<td>63</td>
</tr>
<tr>
<td>Professional Development Plans (DFA)</td>
<td>64</td>
</tr>
<tr>
<td>Employee Evaluation (DG)</td>
<td>65</td>
</tr>
<tr>
<td>Liability (DGD)</td>
<td>69</td>
</tr>
<tr>
<td>Volunteers</td>
<td>69</td>
</tr>
<tr>
<td>Orderly School Termination for Employees DHA</td>
<td>69</td>
</tr>
<tr>
<td>[Alternative B - All Employees Can Obtain Career Status]</td>
<td>69</td>
</tr>
<tr>
<td>DISCIPLINARY ACTION</td>
<td>77</td>
</tr>
<tr>
<td>Reduction in Force (DHB)</td>
<td>79</td>
</tr>
</tbody>
</table>
Redress of Grievances (DHC) .......................................................................................................................... 81
GRIEVANCE POLICY ........................................................................................................................................ 84
Credit for Prior Teaching (DHCD) ....................................................................................................................... 85
Employment Relations: (DHD) .......................................................................................................................... 85
Employee Associations and Wage Deductions .................................................................................................... 85
Legal Defense of Employees (DI) ...................................................................................................................... 87
Employee References and Letters of Recommendation (DJ) .............................................................................. 88
Hiring Preference of Veterans and Veterans’ Spouses (DKAB) .......................................................................... 89
Nepotism (DKAC) .............................................................................................................................................. 90
Sexual Harassment (DKB) ............................................................................................................................... 92
Policy Exhibit #1 Report of Sexual Harassment (DKB) ....................................................................................... 96
District Employee and Student Relations (DKBA) ........................................................................................... 97
MEDICAL RECOMMENDATIONS FOR STUDENTS ....................................................................................... 98
COMMUNITY/PARENT/STUDENT COMPLAINTS ....................................................................................... 98
PHYSICAL CONTACT WITH STUDENTS IN DISCIPLINARY SITUATIONS ................................................. 99
CONFIDENTIALITY & RIGHT OF PRIVACY & PROFESSIONAL ETHICS ..................................................... 100
Family Medical Leave Policy (DKC) .................................................................................................................. 101
Policy Exhibit #1 Your Rights under the Family and Medical Leave Act of 1993 (DKC) ................... 106
Employee Acceptable Use of Electronic Devices (DMA) .............................................................................. 106
PERSONAL BUSINESS AT SCHOOL ............................................................................................................ 108
Acceptable Use of Electronic Communication Devices to Conduct District Business (DMB) ............ 109
DISTRICT LEAVE ........................................................................................................................................... 112
SICK LEAVE BANK ....................................................................................................................................... 119
APPENDIX ....................................................................................................................................................... 123
HIGH DEDUCTIBLE – HEALTH SAVINGS ACCOUNT OPTION ................................................................. 123
LIFE INSURANCE/LONG-TERM DISABILITY .............................................................................................. 124
SUBSTITUTE COMPENSATION ...................................................................................................................... 124
SALARY SCHEDULE ..................................................................................................................................... 125
Section D Employment

DAA—Employment Objectives: Non-discrimination
DAB—Employment: Licensure
DAC—Employment: Background Checks
DACA—Employment: Personal Reporting of Arrests and Convictions
DAD—Employment: Scope of Employment
DADA—Employment: Transfers
DAE—Employee Conflict of Interest
DAF—Ethics Policy Regarding Private But Public Education-Related Activities
DAG—Employee Drug Policy
DAG—Policy Exhibit
DBA—Contracts: Certified Employees
DBBA—Employment Requirements: Physical Examinations and Communicable Diseases
DBC—No Implied Contract Rights
DBD—Career Status Not Available in Extra Duty Portion of Teacher Contracts
DBE—Student Teachers and Interns
DBF—Substitutes
DBG—Reemployment of Retired Employees
DBHA—Compensation—Horizontal Placement New Employee
DBHB—Compensation—Nature of Salary Schedule
DCA—Administration Relations
DCB—Mediation of Contract Negotiations
DCC—Association and Organization Participation
DDA—Reporting of Child Abuse
DDB—Reporting of Student Prohibited Acts
DEA—Workers Compensation
DEAB—Procurement of Workers Compensation Insurance
DEAC—Personal Protective Equipment
DEAD—Work Related Injury
DEB—Retirement
DEC—Risk Management Coverage for Employees
DEC—Policy Exhibit
DED—Overtime
DFA—Professional Development Plans
DG—Employee Evaluation
DGD—Liability: Volunteers
DHA—Orderly School Termination for Employees
DHB—Reduction in Force
DHC—Redress of Grievances
DHD—Credit for Prior Teaching
DHDA—Employment Relations: Employee Associations and Wage Deductions
DHDA—Employment Relations: Employee Associations and Leave
DI—Legal Defense of Employees
DJ—Employee References and Letters of Recommendation
DKAB—Hiring Preference of Veterans and Veterans’ Spouses
DKAC—Nepotism
DKB—Sexual Harassment
DKB—Policy Exhibit
DKBA—District Employee and Student Relations
DKC—Family Medical Leave Policy
DKC—Policy Exhibit
DMA—Employee Acceptable Use of Personally Owned Electronic Communications Devices Policy
DMB—Acceptable Use of Electronic Communications Devices to Conduct District Business Policy
DMS—Policy Exhibit
DN—Employee Leave
SUPERINTENDENT’S MESSAGE

In the fall of 2010 the Morgan County School District developed a standard mission statement for all schools within the system. This mission was created and refined by a group represented by community council members, teachers and administrators. It was formally approved by action taken in each school, community council and the Morgan County School District Board of Education. The mission reflects the expectations of the community in regards to public schools within the valley. It serves as a beacon directing the educational outcomes of our students.

The mission statement reads as follows:

“The Morgan County School District stands united in the pursuit of educational excellence. It is our mission to create a challenging learning environment that emphasizes literacy and numeracy. We seek to assist students as they prepare for responsible citizenship, meaningful work, advanced education, and life-long learning.”

It is important that all employees work in partnership to accomplish this mission. The Certificated Policy and Procedure Handbook have been prepared to help guide our actions as employees as we work to fulfill this purpose. The Handbook will serve as a resource to answer many of your questions or concerns related to personnel matters. Of course, the district office staff is always willing and anxious to assist you with employment matters. Please feel free to contact our office at any time.

We appreciate your willingness to work and serve the students of the Morgan County School District. Our combined acts of professionalism and dedication will continue to produce positive results in the classroom.
Employment Objectives (DAA)

Nondiscrimination

General Nondiscrimination

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

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

Utah Code Ann. § 34a-5-106(1) (a)(i)
Utah Administrative Code R277- 112-3

Otherwise Qualified

An individual is not considered “otherwise qualified” unless the individual has the education; training; ability, with or without reasonable accommodation; moral character; integrity; disposition to work; adherence to reasonable rules and regulations; and other job-related qualifications required by the District for the particular job, job classification, or position.

Utah Code Ann. § 34a-5-106(1) (a)(ii)

Title IX Coordinator

The District shall designate at least one employee whose responsibilities shall include coordination of the District’s efforts to comply with Title IX of the Education Amendments of 1972, as amended, and the implementing regulations. The District shall notify all employees of the name, office address, office telephone number, and e-mail address of the employee(s) so designated.

34 CFR § 106.8(a)

Notification

The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name Dr. Douglas D. Jacobs Position Superintendent
Office Address 240 East Young Street Morgan UT 84050
Office E-mail djacobs@morgansd.org Telephone 801-829-3411
Disability

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

29 U.S.C. § 79

Definitions

“Individual with a disability” means any person who has a record of, is regarding as having, or has a physical or mental impairment that substantially limits one or more of life’s major activities. A “qualified individual with a disability” is a person with a disability who can perform the essential functions of the position in question, with or without reasonable accommodation. Employees or prospective employees have the responsibility of notifying the district personnel office of the need for reasonable accommodations on account of a disability.

29 U.S.C. § 705(20)
34 CFR § 104.3

“Has a record of such impairment” means has a history of or has been classified as having a mental or physical impairment that substantially limits one or more major life activities.

“Regarded as having impairment” means:

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

“Physical or mental impairment” means:

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

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

Exceptions

The following are not included in the definition of an “individual with a disability:”
1. A person whose current use of alcohol or drugs prevents the performance of job responsibilities or constitutes a direct threat to the property or safety of others.
2. A person who has a currently contagious disease or infection and who therefore would constitute a direct threat to the safety of other individuals, or who therefore is unable to perform the duties of the job. 29 U.S.C. § 706(c)

Section 504 Coordinator

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

Notification

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

Name  Dr. Douglas D. Jacobs  Position  Superintendent
Office Address  240 East Young Street, Morgan UT 84050
Office E-mail  djacobs@morgansd.org  Telephone  801-829-3411

Residence

The Board shall not require an employee to reside within the District as a condition of employment.
Utah Code Annotated § 53A-3-412

Duty to Report

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

Penalties for Engaging in Harassment

Within the direction of the Board, any employee may be terminated for cause, suspended with or without pay or placed on probation for engaging in any form of harassment of another employee on the grounds of race; color; sex; pregnancy, childbirth or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; or disability.
Baker v. Weyerhaeuser Co., 903 F. 2d 1342 (10th Cir. 1990)
Job Postings

All certificated staff vacancies shall be posted in each school, the district office, or the district website for a minimum of ten (10) 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 of the current employees, the position shall also be advertised through the local newspaper, the placement offices at regional colleges and universities, the district website, or a regional newspaper.

Employee Selection

Selection of certificated staff will involve the Superintendent, building principal, and whenever possible, members of the teaching staff. The responsibility for making a recommendation to the Board rests with the Superintendent. The responsibility for the final selection rests with the Board of Education.

Each employee shall have the training, license, endorsement, basic skills, and physical abilities required to carry out the responsibilities of the position for which they are a candidate. Physical qualifications must be based on actual requirements demonstrated on a regular basis in the completion of the assigned task associated with the specific job description.

The District reserves the right to require new employees to gain additional training, including additional endorsements, as a condition for continued employment.

There are several forms associated with the payroll department of the school district. All forms must be completed before the individual will receive their first payroll allocation. This does include providing the District with a copy of an employee’s social security card.

PERSONNEL FILES

Official personnel files are maintained in the district office. The personnel files will contain such information as original employment applications, evaluations, letters of commendation or reprimand, letters of complaint against the employee, information regarding grievances, salary and payroll information and leave data.

The Board, Superintendent, district secretaries, business administrator, human resource director, immediate supervisor, and/or building principal have access to the personnel files. An individual employee may review the contents of their personnel file at any time. The District reserves the right to require a written request to review the file. The request should be made through the Superintendent’s office.

The District also reserves the right to have the Superintendent, business administrator, human resource director or a district level secretary present when an employee reviews the content of their file.
Challenges to materials contained in the file are made directly to the Superintendent of Schools. An appeal regarding any decision that the Superintendent makes on a personnel file is possible through the Board. The appeal must be requested within thirty (30) calendar days of the time that the Superintendent responds to the employee’s initial appeal.

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

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

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

**Employment Licensure (DAB)**

**Personnel Credentials General**

Personnel shall possess and maintain valid credentials, including required licensure and certification before contracts are issued, duties are assigned, or payment is made from any source of funds. Any such failure will render a contract with the Board void.

**Certified Employees General**

Unless an express exception exists under law or under rules of the Utah State Board of Education, to be employed in the District in a capacity covered by the following license areas of concentration, a person shall hold a valid license issued by the Utah State Board of Education in the respective license areas of concentration:

1. Early Childhood (K-3);
2. Elementary (1-8);
3. Middle (5-9);
4. Secondary (6-12);
5. Administrative/Supervisory;
6. Applied Technology Education;
7. School Counselor;
8. School Psychologist;
9. School Social Worker;
10. Special Education (K-12);
11. Preschool Special Education (Birth-Age5);
12. Communication Disorders

*Utah Admin. Code R277-502-5*
Letters of Authorization

On an annual basis, the District shall request letters of authorization from the Utah State Board of Education for teachers assigned to teaching classes for which they are not endorsed by the Utah State Board of Education.

Utah Admin. Code R277-520-6

Teacher Classifications

The District and each school shall identify and distinguish between “teachers” who hold a Level 1, 2, or 3 License and “alternative route to licensure teacher” that do not currently hold a Level 1, 2, or 3 License but are permitted to teach in the school under another authorization.

Lists of “teachers” and “alternative route to licensure teacher” shall be maintained at each school and shall be available for review by any person upon request.

Utah Code Annotated § 53A-6-111

Health Care Providers

School health care providers, including physicians and nurses, shall maintain appropriate licensure from the State of Utah.

HIGHLY QUALIFIED TEACHERS

Policy requires all new employees to be highly qualified in each area they are assigned before the completion of their third year with the school district. Employees who move into a teaching area where they are licensed but not considered highly qualified have three years from the time they begin their new responsibilities to become highly qualified. Administrators do have some flexibility in implementing the policy.

Administrators may place a teacher in an assignment where the teacher is properly licensed and endorsed but not highly qualified without the teacher being required to take the content area PRAXIS when each of the following three criteria are met:

1. The assignment is less than 50% of the person’s total teaching load.
2. The assignment is considered to be short-term or temporary to resolve a school problem.
3. The assignment resolves a critical need as determined by the principal and the superintendent.
Individuals employed prior to July 1, 2006 who were properly licensed but not highly qualified in areas where there is no PRAXIS test, are exempt from district policy until a PRAXIS test is developed for their teaching area. To be considered “highly qualified” at the secondary level, a teacher must meet one of the following criteria:

1. Possess a major or advanced degree in each area that they are teaching.
2. Possess a National Board Certification.
3. Successfully complete an approved subject area test for each area in which they are assigned.

To be considered “highly qualified” at the elementary level, a teacher must have earned a bachelor’s degree, licensed as an elementary teacher in Utah, and pass the PRAXIS content test appropriate for their grade level.

To be considered “highly qualified” at the secondary level, a teacher must have earned a bachelor’s degree, licensed as a secondary teacher in Utah, and pass the PRAXIS content test in at least one content area in which they are teaching.

To be considered “highly qualified” as a special education teacher, an individual must meet the following criteria:

Special Education K-12, teaching exclusively to students assessed under the alternate achievement test

1. Hold a bachelor’s degree
2. Hold a special education endorsement
3. Meet the NCLB core content requirement by:
   a. Passing the appropriate ETS PRAXIS content test 0014, 0012, or 0511

Special Education K-8, teaching core content to special education students

1. Hold a bachelor’s degree
2. Hold a special education endorsement
3. Meet the NCLB core content requirement by:
   a. Passing the appropriate ETS PRAXIS content test 0014, 0012, or 0511

Special Education 7-12, teaching core content to special education students (returning)

1. Hold a bachelor’s degree
2. Hold a special education endorsement
3. Meet the NCLB core content requirement by:
   a. Possessing a content major in the area being taught OR
b. Passing the appropriate ETS PRAXIS test in each core content area teaching OR
c. Accumulating 100 “framework” points in each core content area teaching

Special Education 7-12, teaching core content to special education students (new teacher 09)

1. Hold a bachelor’s degree
2. Hold a special education endorsement
3. Meet the NLCB core content requirement by:
   a. Possessing a content major in the area being taught OR
   b. Passing the appropriate ETS PRAXIS test in each core content area teaching OR
   c. Being highly qualified in math, science, or language arts and accumulating 100 “framework” points in each core content area teaching

Teachers who provide services by adapting curriculum, providing behavioral supports or interventions, or selecting appropriate accommodations do not need to demonstrate NCLB Core Content Competence.

Employees are required to cover all costs associated with their Utah Teaching License, including the cost to take the PRAXIS test for their initial license and the movement from a Level 1 to a Level 2 license. The District will reimburse employees for the cost of taking the PRAXIS test necessary for the employee to become “highly qualified” after their initial employment.

Information regarding the ETS testing program as well as the requirements for the State of Utah may be found at http://www.ets.org

ALTERNATIVE ROUTE TO LICENSURE

ARL candidates are those who hold a college degree but have not qualified for licensure due to the fact that they were not enrolled in a teacher preparation program. Secondary teachers are only permitted to teach in their undergraduate major except in the case of Special Education.

ARL teachers must take the appropriate PRAXIS test during their first year of employment to become “highly qualified.” They are also required to maintain adequate progress toward completing a plan of professional development as outlined by officials at the Utah State Office of Education to remain employed.

ARL teachers are hired on a temporary, one-year contract with future employment based on their performance and their progress toward becoming fully licensed.
LICENSE RENEWAL

A person employed by Morgan County School District must hold either a valid license with the appropriate endorsement required for the service being rendered or a valid letter of authorization from the Utah State Office of Education.

All new certificated employees are expected to secure a license before November 1 of their first year as a teacher within the District. This includes being “highly qualified” as it pertains to the individual’s area of certification and endorsement. Those who fail to do so may be subject to dismissal or reductions in their teaching salary.

Utah State Law requires career teachers (Level II license) to accumulate in-service points to renew their license every five (5) years. Those who have been issued a Level I license are expected to complete the state’s Entry Year Enhancement (EYE) program within their first three years.

The current renewal process for Utah educators is as follows:

All educators who hold a Level I license are required to accomplish the following during their first three years in order to qualify for a Level II License:

1. Score a 160 or higher on the Praxis II – Principles of Learning and Teaching test #30521 - #30524 depending upon your teaching assignment [http://www.ets.org]. This test may be taken at any time during the educator's first three years in the District although individuals are strongly encouraged to complete the requirement during their first two years.
2. Successfully pass a PRAXIS content test in at least one field in which they are endorsed. Again, the test must be successfully completed before the end of the educators third year in the District although individuals are strongly encouraged to complete the requirement during their first two years.
3. Successfully meet the district’s evaluation process.
4. Complete a portfolio review that includes:
   a. Teaching artifacts & corresponding notations
   b. Reflections on teaching
   c. Provide evidence of professional growth
   d. Provide evidence of content knowledge and pedagogy
   e. All should be based on INTASC standards

The portfolio as outlined in the District’s Professional Assessment policy would be sufficient to meet this requirement.

Generally, if one fails to follow through with these requirements they will be ineligible for a Level II license and thus unable to continue employment with the Morgan School District. There may be an occasional exception where a Level I license is renewed for one year through a waiver granted by the Utah State Office of Education and the employee is retained.
Level II educators are required to document 200 points. Up to one hundred and five of those points may be earned for three years of successful teaching experience during the five years that license was in effect. The balance of the required points must come through professional development.

Gaining a license is the responsibility of the employee. The employee is expected to complete all required steps and pay the necessary fees in a timely manner. Any employee who is unable to gain either a Utah State License with appropriate endorsements or a letter of authorization in the area in which they were employed will have their contract declared null and void.

Employees under a renewable contract who permit their license and/or letter of authorization to expire will lose all pay and benefits until they are able to qualify for an appropriate license and/or a valid letter of authorization. A lack of an appropriate license and/or proper endorsement(s) is grounds for dismissal and/or non-renewal.

Licensed employees may be hired as substitutes under the substitute pay scale to cover their own classes during the process of qualifying for a new license when he/she has permitted his/her license to lapse.

The Utah State Office of Education reviews requests for a letter of authorization and then makes what they consider to be an appropriate recommendation to the Utah State Board of Education who has the final authority to make the decision. Letters of authorization are usually valid for no more than three years and must be renewed annually. The applicant must submit a “plan of action” which includes a time line for the acquisition of the necessary credit. Usually, the applicant must also document “substantial” completion of the requirements for full certification before a letter of authorization will be granted.

The Utah State Office of Education will also place teachers on a professional development plan designed by the curriculum specialist in the area for which the teacher is gaining an endorsement. The professional development plan will include the courses and/or learning experiences required for the teacher to gain a full endorsement in the subject area.

Individuals who are teaching under the provisions of a letter of authorization, professional development plan, alternative route to licensure, or an internship must make suitable progress on their program to remain employed by the school district.

Morgan County School District will take all reasonable measures to avoid hiring an individual who requires a letter of authorization, professional development plan, alternative license or internship to assume a licensed position. When a letter of authorization is necessary, continued employment will require the employee to retain a valid letter of authorization until they are fully endorsed for their original position, or until they are placed into a position for which they are fully endorsed.
Morgan County School District will take all reasonable measures to avoid placing a current employee in an area that requires a letter of authorization or professional development plan.

When an employee agrees to placement in an area that requires a letter of authorization or professional development plan they will be required to maintain a valid letter of authorization or suitable progress on their professional development plan until they become fully licensed, or until they are transferred from the position that required the letter of authorization. When an employee teaches under a letter of authorization for any reason other than a “reduction-in-force,” the placement will be considered to be a one-year assignment.

**SUSPENSION OF LICENSE (INCLUDING CERTIFICATE)**

When a license, including a teacher certificate, is suspended, the employee will be placed on leave without pay until the license is reinstated or the individual’s employment with the District is terminated.

**Employment Background Checks (DAC)**

**Employee Background Checks**

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

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

All employees seeking employment with the District shall sign a written release, waiver, and authorization which authorize the District to request information from the prospective employee’s past three employers and supervisors. The release, waiver, and authorization shall also authorize the District to contact former employers to obtain a reference check and to conduct a background search into the employee’s criminal record, if any or any other background check as the District deems necessary to satisfy itself of the quality and competence of the prospective employee’s credentials.

**Criminal Background Check**

The Superintendent or the Superintendent’s designee shall require any prospective employee, or volunteer who will be given significant unsupervised access to a student in connection with the volunteer’s assignment or, where reasonable cause exists, a current employee or volunteer to submit to a criminal background, and shall require the person to provide fingerprint identification for that purpose.
The applicant, volunteer, or employee shall be given written notification that a background check has been requested. The Superintendent or Board shall consider only those convictions, which are job-related for the applicant, employee or volunteer.

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

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

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

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

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

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

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

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

Utah Code Ann. § 53A-3-410
Utah Admin. Code R277-520-11
Utah Admin. Code R277-516-4
Utah Admin. Code R277-501-6

**Employment Personal Reporting of Arrests and Convictions (DACA)**

**Employee’s Duty to Personally Report Arrests and Convictions**

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

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

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

After receiving arrest information about the employee, the Superintendent or designee shall review the arrest information and assess the employment status considering the employee’s assignment. An employee shall be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses that may endanger students during the period of investigation.

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

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

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

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

**District Reports to Utah State Office of Education**

The Superintendent or designee shall report the conviction, arrest, or offense information received from licensed educators to the Utah State Office of Education (“USOE”) within forty-eight (48) hours of receipt of information from licensed educators.

*Utah Admin. Code R277-516*

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

*Utah Admin. Code R277-516*
Employment – Scope of Employment (DAD)

Scope of Employment

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

Student Interaction

The employees of the District should provide instruction, counseling and administrative tasks relating to students which require the presence of students on school premises within the regularly scheduled time of activities.

Meeting Outside of School Day

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

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

Meeting with Individual Students

A district employee is not authorized to meet alone with an individual student unless it is necessary in the performance of professional duties during school hours on school premises, i.e., counseling, disciplining, instructing, and administrative tasks.

EXTRACURRICULAR ACTIVITY ASSIGNMENTS

Certificated employees do not acquire an expectation of continued employment or career status in the Extra Duty portion of any contract.

For purposes of this policy Extra Duty means an appointment which is in addition to the regular school day assignment such as an assignment for coaching or directing athletics, choirs, bands, debate programs, drama and similar extracurricular activities. The District retains the right to terminate Extra Duty appointments and the pay for such Extra Duty appointments within its sole discretion at the end of a contract term.
Extracurricular assignments are considered to be temporary positions and certificated employees may gain credit for “previous” service through experience as a supervisor of an extracurricular activity, except as outlined by Schedule “C” of the District Salary Schedule.

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

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

Utah State Board of Education rules and regulations prohibit a person from coaching a second year without being properly licensed.

Part-time and non-certificated employees cannot use time spent in the supervision of extracurricular activities as a means of increasing their hours in order to qualify for benefits. Time spent, as a “volunteer” coach, will count toward experience on the coaching salary schedule for certificated teachers employed by district.

Class Attendance

All teachers shall be present in the classroom at any time when students are present in the classroom. A justification exists for leaving students unattended in a classroom only in cases of emergency such as injury to a student requiring immediate attention, threat to health or safety of a student or personal emergency of the teacher. The school principal must expressly approve any other absences from the classroom.

Provision of Transportation

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

Conflicting Employment

No employee of the District shall obtain or maintain any other employment, which may or does interfere with or substantially impede the discharge of the employee’s duties with the District.
Media Contacts

All District employees shall coordinate with the Superintendent or the Superintendent’s designee all materials prepared for publication regarding district matters. Where possible, all employees shall consult with the Superintendent or the Superintendent’s designee prior to providing any statements regarding district matters to any member of the media.

EMPLOYMENT DUTIES, RESPONSIBILITIES AND EXPECTATIONS

The following is a list of duties, responsibilities, and expectations for members of our certificated staff. Teachers are to:

1. Organize, develop and maintain a classroom where all students learn in an environment that is both physically and psychologically safe and supportive.
2. Teach by established objectives with daily monitoring of student progress and the creation of interventions for those who have not mastered the concepts and/or skills taught that day and extensions for those who have excelled. The Utah Core Curriculum must be the primary focus of learning in areas where the core exists.
3. Follow all of the rules and regulations of the Morgan County School District, Utah State Board of Education, Utah State Office of Education, and the State of Utah with regards to educational issues. Teachers are to also conform to the Code of Ethics for the Utah Teaching Profession.
4. Plan, develop, implement, and evaluate appropriate learning activities based on student needs, student interest, and the student’s level of ability, district and/or state curriculum guidelines or stated learner outcomes.
5. Communicate student progress (+ or -) to parents on a regular basis. At the secondary level, grades are to be updated in Aspire at regular intervals.
6. Involve parents in the education of students. Examples of involvement include: progress and grade reports, identification of behavioral issues, home visits, phone calls, special activities and/or programs, parent aides, etc.
7. Maintain positive student rapport while maintaining classroom control.
8. Be supportive of other programs that are designed to benefit students.
9. Provide students with opportunities to develop skills in communication, decision-making, higher level thinking skills, and cooperative work.
10. Teach reading, writing, math operations, and study skills regardless of the content area they happen to be instructing in.
11. Work in cooperation with each other as well as the administration in carrying out our principle objective, along with educating and training the youth in Morgan County.
12. Participate in district-wide curriculum and/or programs when adopted.
WORKDAY

Members of the certificated staff are expected to be at their workstations, on duty, 7.5 hours each contract day.

Within that amount of time, the building administrator is responsible for setting the specific work hours. The period of time in which a staff member is under contract is to be devoted to instruction, preparation, various meetings, conferences with students and/or parents, professional development, and consulting with peers.

Educators scheduled to begin their regular teaching duties earlier or later than the regularly scheduled time will not be required to be on duty longer than the total hours of the regular day without additional compensation or compensatory time off.

The administration does have the authority to alter an individual's schedule, (example - starting a high school teacher “0” period in order to offer a class before the normal school day begins. The teacher would then work from “0” period through “5th” period) but the time worked must be in consecutive hours.

Staff members are also expected to be at their workstation or at a prearranged area all contract days when students are not in attendance. Any absence that occurs during a contract day must be covered by an appropriate leave request regardless of whether or not students are attending classes on that particular day. Absences that occur on days that are scheduled as part of professional development are not covered by district leave policy.

If an employee misses those days, they simply forfeit that opportunity for additional pay. Opportunities to make up days are available in unique situations with the approval of the building principal and/or the Superintendent.

When a staff member anticipates an absence and/or being late to work, they are responsible to contact their principal, immediate supervisor or his /her designee as soon as possible.

Employees who fail to contact the principal, immediate supervisor, or appropriate individual when they are absent and/or tardy may face disciplinary action.

Staff members may be assigned duties, required to attend various meetings and parent/teacher conferences, or assigned responsibilities to supervise activities. Such assignments may be without additional pay, although they must be realistic in the amount of time required and assigned equally to all staff members within the building.
Employment Transfers (DADA)

Administrative Policy

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

Voluntary Transfers

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

TRANSFERS

A transfer in a certificated staff assignment may be initiated by employees who submit a written request to their building principal (when the request is within their building) or the district office (when the request is for a position outside of their building). Transfers may also be initiated by the Board of Education and/or the Superintendent, and in the case of a transfer within the building, the principal.

When the request is for a transfer of grade level and/or assignment within the same building and the person is fully licensed and endorsed for the new position, approval of the transfer falls under the discretion of the building principal. If certification is an issue, the Superintendent must be consulted before a transfer can be approved.

The employee requesting the transfer must meet all job qualifications established for the position before a change will be considered. With the exception of situations where the District is under provisions of the RIF policy, the receiving principal must approve all individuals who transfer into their building. When a transfer is requested after July 1 or would require a transfer during the normal school year, both principals involved as well as the Superintendent must approve the transfer.

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

Involuntary Transfers

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

In situations where an involuntary transfer becomes necessary due to a reduction in staff or for staff imbalance, a call for volunteers shall be made and if there are none, selection shall be made in the best interests of the District. In the case of an involuntary transfer, due to a reduction in staff or for staff balance, the administrator shall adhere to the following guidelines:

1. Employees required to transfer involuntarily shall be notified of the available openings for which they are qualified.
2. Employees identified for involuntary transfer shall list their preference for available positions. The District will fill positions with consideration given to the employee priority listing.
3. Program needs shall be based on the primary assignment description.
4. Whenever possible, an employee being transferred to a different assignment shall be notified of the transfer prior to the end of the school year.
5. The transferring employee shall be notified of the change in assignment in a conference with his or her supervisor or a designee.
6. When a teacher who has been involuntarily transferred cannot be placed in a position commensurate with appropriate endorsements and skill requirements, Reduction in Force guidelines (Policy DHB) will be implemented.

**AVOIDING FINANCIAL CONFLICT OF INTEREST GUIDELINES**

1. Always follow the prescribed procedure for the receipt and expenditure of public funds.
2. Always provide a written receipt for money taken from parents and/or students.
3. Always provide receipts for purchases that are made and purchases for which you are requesting reimbursement.
4. Never keep public funds in your desk or office. The funds should be given to the school secretary each day for deposit in the local bank.
5. Never charge students a fee without clearing it through the building principal. Fees related to a student’s classroom experience must be approved each year during the board’s budget meeting in June. Remember that most fees are subject to the “fee waiver” exemption of the State of Utah. This includes participation in various after school programs including opportunities for extended travel when associated with the curriculum or other school activities.
6. Always complete a requisition as part of the purchasing process. Avoid “confirmation” orders unless in times of an emergency.
7. Always follow the prescribed procedures when disposing of school property.
8. Remember that we are spending a limited resource that belongs to the public! Be prepared to justify all expenditures.
9. Never keep funds collected for school activities or school programs in an account outside of the building’s activity account.

10. Items that you purchase with school district funds are the property of the school district or state and not yours personally. If you leave, those items stay. This includes items purchased/reimbursed with funds provided by the Utah State Legislature commonly referred to as the “legislative money”.

11. Curriculum developed while an individual is under contract time with Morgan School District is considered district property. If an individual leaves the district, copies must be provided to their principal.

Employee Conflict of Interest (DAE)

Holding Public Office—

District employees may not serve as members of the Board. District employees may serve as members of the governing bodies of other school districts (other than those in which they are employed), cities, towns, or other local governmental districts.


School Supplies—

No teacher, administrator, or other employee of the District shall sell or otherwise receive compensation from the District as a result of the purchase, lease, or acquisition of any kind of school furniture or supplies.

Private, Controlled, or Protected Information—

District employees may not:

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

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

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

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

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

Utah Code § 67-16-4 (2014)

Accepting Gifts, Compensation or Loan—

No District employee shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation, or loan for the employee or another if:
1. It would tend to influence someone in the employee’s position in the discharge of employment duties;
2. The employee knows or someone in the employee’s position should know it is a reward for the employee’s action; or
3. The employee recently has been, or is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided below captioned “Receiving Compensation for Assistance in Transaction Involving a State Agency.”

This section does not apply to the following:

1. An occasional non-pecuniary gift having a value of not in excess of $50.00;
2. An award publicly presented in recognition of public services;
3. Any bona fide loan made in the ordinary course of business by an institution authorized by the laws of this state or any other state to engage in making such loans.
4. A political campaign contribution if the contribution is actually used in a political campaign of the recipient District employee.

*Utah Code § 67-16-5 (2014)*

**Receiving Compensation for Assistance in Transaction Involving a State Agency**—

No District employee shall receive or agree to receive compensation for assisting any person or business entity in any transaction involving a state agency unless the District employee files with the superintendent, the state attorney general’s office, and the head of the agency with which the transaction is being conducted a sworn written statement containing the following information:

1. The name and address of the employee.
2. The name of the District.
3. The name and address of the person or business entity being or to be assisted.
4. A brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

The sworn statement shall be filed within 10 days after the date of any agreement between the District employee and the person or business entity being assisted or the receipt of compensation, whichever is earlier.

*Utah Code § 67-16-6 (2014)*

**Ethics Policy Regarding Private But Public Education-Related Activities (DAF)**

**Definitions**

For purposes of this policy, the following definitions apply:
1. “Activity Sponsor” means a private or public individual or entity from which the employee of the District receives compensation of any sort and in which public school students participate.

2. "Extracurricular Activities" means activities for students, which are recognized or sanctioned by the school or District, which may supplement or complement, but are not an official part of, its required program, or regular curriculum. Extracurricular activities may or may not be sponsored directly by the District.

3. “Private but Public Education-Related Activities” means any type of activity in which an educator participates and which current or prospective students of the school district may be clients and for which the educator receives compensation from sources outside the school district. Such activities include but are not limited to:

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

Prohibition upon Educator Participation in Private but Public Education-Related Activities

An educator may not participate in a private activity unless the activity is separate and distinguishable from employment in the District and does not interfere with performing the duty of employment with the District in any way. An educator is acting within the scope of duties of employment if:

   a. The educator is performing any duty for which the District has contracted with the educator to perform;
   b. The educator is performing a task authorized by the District or a school administrator; or
   c. The educator is performing any duty under an extracurricular contract.

2. In promoting the private activity, a public educator may not:

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

Activities an Educator May Engage In

In promoting a private activity, an educator may:

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

Directives Regarding Advertising of Private Activities

The following directives apply to advertising private activities where educators are involved or affiliated in any way with the group, entity, association, or company promoting or sponsoring the private activity:

1. An employee may purchase advertising space to advertise an activity or service in a publication that accepts advertising, whether or not sponsored by schools in the District or by the District. Such publications include school newspapers and yearbooks but not school newsletters.
2. The advertisement may identify the activity participants and leaders or service providers by name, provide non-school telephone numbers and provide details of the employee’s employment experience and qualifications.
3. Posters, signs and brochures may not be posted or distributed in schools, district buildings or school grounds where members of the general public are allowed to do so.
4. Unless the District sponsors the activity, the advertisement shall state clearly and distinctly in bold lettering that the activity is NOT sponsored by the school or District.
5. Neither the name of the school nor the District shall be named in the advertisement except in connection with the employee’s employment history or, if school facilities will be used under the District Public Civic-Center Use Policy.

Copies of Contracts Provided to District

The educator must provide to the principal at the school where he or she is employed a signed copy of all contracts between him or her and the private activity sponsor. The District will maintain a copy of these contracts and this disclosure in the employee’s personnel file.
The employee who engages in any private but public education-related activities shall provide a written disclosure to the District, which states as follows:

“Written Verification by Employee”

I have provided to the principal of my school a signed copy of all contracts between the private activity sponsor and myself. I understand that the School District will maintain a copy of these contracts and this disclosure in my personnel file.

I represent and warrant that the private activity is not sponsored by the school or school district, that my duties to the activity sponsor are outside the scope of and unrelated to any duties or responsibilities that I may have as an employee of the School District, and also that my activities undertaken in connection with the private sponsor will not interfere in any way with my employment with the School District.

I agree to abide by all laws and rules of the State of Utah and School District policies. *Utah Admin. Code R277-107*

**Employee Drug Policy (DAG)**

**Board Policy**

The Board recognizes that the unlawful use, possession, distribution, or sale of alcohol, narcotics, or other dangerous drugs is illegal according to federal and Utah State Law and constitutes a hazard to students.

The Board encourages the development and implementation of programs, which will provide information on the harmful effects and aid in the prevention of drug and alcohol abuse. The Board supports programs that coordinate school and parent cooperation in attempting to prevent problems of drug abuse and support programs that assist parents in seeking outside professional help from public and private educational and rehabilitative programs.

The Board delegates to the administration responsibility for providing educational prevention programs, procedures for violations, support for employees, students and their families in all efforts of drug and alcohol prevention.

**Administrative Policy**

The administration recognizes the need to reduce the risk of use and the abuse of illegal substances among employees and students. Therefore, the use or possession of alcohol or illegal drugs, counterfeit substances, and all associated paraphernalia is prohibited at school and on any school district location. *Utah Code Ann. § 58-37-1 et seq.*
Employee Drug Policy

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

Utah Code Ann. § 58-37-1 et seq.

School District Location Defined

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

Notification of Conviction

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.

Policy Exhibit #1 “Drug and Alcohol Policy Notice to Employees” (DAG)

NOTICE: The following notice shall be provided to all employees of the District.

You are hereby notified that it is a violation of the policy of the school district for any employee to distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage or fortified wine or other intoxicating liquor or to unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroid or any other controlled substance, as defined in the Utah Controlled Substances Act, schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation at 21 C.F.R. 1300.1 et seq., before, during or after school hours at school or in any other school district location as defined below.

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

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

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

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

21 U.S.C. § 812
21 CFA 1300.11 through 1300.15
Utah Code Ann. § 58-37a-1 et seq.
Utah Code Ann. § 58-37b-1 et seq.

Violation of Policy (See DACA)

Contracts Certificated Employees (DBA)
Certificated Personnel

The Board shall employ certificated personnel by a written contract that sets forth the terms and conditions of employment. The length or term of the contract shall not exceed five years. All such contracts shall be in writing, and shall embody the terms and conditions of employment.

Nothing in the terms of the contract shall restrict the power of the Board to terminate the contract for cause at any time. The Board may not enter into a collective bargaining agreement that prohibits or limits individual contracts of employment. Contracts for hiring or rehiring of personnel shall be valid only if entered into by the Board.
Utah Code Ann. § 53A-3-411
Property Interest

A certificated employee’s contract of employment with the District creates a property interest in the position only for the period of time stated in the contract. Such a contract creates no property interest of any kind beyond the period of time stated in the contract.

*Perry v. Sindermann, 92 S. Ct. 2694 (1972)*
*Board of Regents of State Colleges v. Roth, 92 S. Ct. 2701 (1972)*

PROVISIONAL CONTRACT TEACHERS

Provisional contract teachers are those who have completed less than three full years of consecutive employment with the Morgan County School District in a position that requires a license. The employee is considered to be provisional during the first three years and continued employment is “at the will” of the Board and administration.

EXTENSION OF PROVISIONAL PERIOD

The Board of Education believes that the most important factor in a student’s education controlled by the District is the quality of teacher that the District is able to provide in each classroom.

The Board also understands that there may be situations in which a three-year provisional period provides inadequate time to truly evaluate the performance of a staff member. With this in mind, the Board and/or their designee may extend the provisional period from three years to as many as five years in the following situations:

1. When a member of the certificated staff has been hired as an intern, under the provisions of Utah’s Alternative Route to Licensure program, or any other program that is not considered to be part of the traditional route to licensure;
2. When there is a change in the position of building principal that does not provide the principal making the recommendation for career contract status two school years to evaluate the performance of the staff member;
3. When student performance on district/state/national assessments in the provisional teacher’s classroom falls below the District’s average for that grade level or discipline
4. When the provisional teacher fails to meet the qualifications necessary to hold a Level II license in the State of Utah;
5. When the provisional teacher fails to reach the goals and objectives described in their professional assessment as well as other documents found in their personnel file located in the district office;
6. When the building principal, in conjunction with the superintendent, believes that the extension of the provisional period is more appropriate than dismissing the teacher after their third year;
7. With the exception of the Superintendent and business administrator, all administrators that have not already earned career contract status while a teacher within the Morgan County School District. The Superintendent and business administrator are exempt because by law, they are not able to earn career contract status.

It is not the intent of the Board to create a “right” to an extended provisionary period for an employee. A provisionary employee may still be dismissed at the close of their first, second, or third year of service without an opportunity for an extended period of provisionary status.

The Board continues to retain the authority to dismiss a provisional employee at any time during the year with cause following the rules and regulations established by the State of Utah.

UCA 53A-8-106

NON-RENEWAL OF PROVISIONAL CONTRACT

Non-renewal of a provisional contract teacher may be for a variety of reasons while the legal requirements for due process are quite minimal.

Under normal circumstances, a provisional (non-continuing contract) teacher must receive a minimum of two-months’ notice before the end of the individual’s contract that they will not be offered a contract for a subsequent term of employment (Utah Code 53A-8-104).

A non-continuing contract teacher is entitled to an informal conference with the Superintendent and/or board regarding the decision of not renewing a contract. A provisional teacher may be dismissed at any time if there is sufficient cause. Dismissal during the school year does require additional due process.

CAREER CONTRACT TEACHERS

During the third full year of continuous employment by the Morgan County School District, a certificated employee will be evaluated for career contract status. Upon having been offered employment for the next ensuing year, the individual staff member shall be placed on a career contract status unless the provisional status has been extended.

Once on career contract status, the individual’s employment is automatically renewed each year unless either the individual or the District (with cause and following due process) terminates the agreement.

If the District is considering the termination of the agreement, the employee must be notified at least 60 days prior to issuing notice of intent not to renew the employee’s contract.
The notification must include the fact that continued employment is in question and the reasons for anticipated non-renewal. One exception to this is in situations where it is necessary to reduce the size of staff as a result of declining student enrollment, discontinuance of a particular service or program, or a shortage of anticipated revenue after the budget has been adopted, or during school consolidation. A second exception is when a certificated staff member has been employed on a temporary assignment. In this situation, the staff member was notified that their employment would not continue at the time of their initial employment. *Utah State Law 53A-8-104*

In the absence of notification as outlined above, each member of the certificated staff is considered employed for the next contract term.

A staff member on continuous contract status will be provided a period of probation before the Board can determine not to renew their contract for unsatisfactory performance. A written notice from the Board shall precede the period of probation with reasons for and terms of such probationary period. The probationary period is designed to provide the career teacher with an opportunity to correct the problem. The period of probation will not be provided when the decision not to renew a contract is made for reasons other than unsatisfactory performance.

The notice of intent not to renew the contract of a career educator must be served by personal delivery or by certified mail. The notice must show a date and contain a clear and concise statement that the individual’s contract will not be renewed for the next term and the specific reasons for termination.

**PART-TIME TEACHERS**

The District will hire part-time teachers to cover specific instructional needs in the most cost efficient manner. Two teachers may also elect to “job share” a position, thus making both teachers part-time. The individuals involved, the building principal and the Superintendent before implemented must approve Job share opportunities and arrangements.

Part-time teachers are required to meet the same legal and professional standards as required of regular teachers. Part-time teachers shall also be selected and employed on the same basis as a regular teacher with the following exceptions:

1. If the teacher is employed for less than 50 percent of the instructional time of a student’s day, they will only be paid for contact time with students in a regular classroom situation. If they are employed for 50 percent or more of the instructional time of a student’s day, they will be provided some time for planning. The amount of time provided for planning will be pro-rated based on their teaching responsibilities.
2. The part-time employee must be under contract for at least 50 percent of the instructional day to be eligible for insurance benefits. If under contract for at least 50 percent of a contract but less than 70 percent of a contract, the part-time teacher is eligible to have the District pay 50 percent of the amount normally paid by the District for insurance.

TEMPORARY CERTIFICATED STAFF

At times, it becomes necessary for the District to employ temporary teachers to fill vacancies that exist within the District. A temporary staff member is employed under a specific job description for a specific length of time not to exceed the last day of the current fiscal year. Usually, temporary staff members are used to fill vacancies created by leave of absences or long-term illness.

They may also be hired when there is a need to add a position or fill a vacancy that has occurred at an inopportune moment for the District, or when there is not a reasonable belief that the position will be necessary after the conclusion of the current school year. Generally, all certificated staff members hired after July 31 are considered temporary for the upcoming school year. The same is true of those hired as interns or through the Alternative Routes to Licensure program.

A certificated staff member who is on temporary placement is provided the following benefits:

1. The same insurance benefits as a regular, certificated member of the district staff
2. All leave appropriate for a regular, certificated staff member in the same job assignment (If the temporary position is part-time, or for a portion of the contract year, the amount of leave time will be prorated.)
3. Time spent in a temporary position is considered for vertical placement on the certificated staff salary schedule if the employee is hired by the District as either a regular or temporary employee in the future. Time spent as a temporary employee does not count for seniority and will not be used to establish an employee’s hire date.

Temporary employees are not guaranteed future employment beyond the life of their contract and should not anticipate “automatic” employment or special treatment within the District if a position should open for which they hold proper certification.

A temporary employee’s employment automatically terminates at the end of the school year unless the district rehires them.

RESIGNATION

Resignations during the course of a regular contract year will only be accepted in unusual situations and when an adequate replacement can be located. The District’s first priority must be in retaining a quality learning experience for our students.
Members of the certificated staff who plan to resign or retire at the end of the school year are encouraged to notify the Superintendent and/or their immediate supervisor at their earliest convenience. The District is very active in recruitment of new staff during April and May. Notification of an anticipated resignation or retirement during this period of time improves the District’s opportunity of recruiting strong candidates for open positions.

Resignations after the school year ends can be a challenge while resignations after June 30th will place the District in a very precarious position with regards to finding a qualified replacement.

All District leave will be prorated for individuals that terminate before the end of the school year. If the individual has taken more days off than they have earned to that point, the excess days will be identified as “leave without pay” and will be deducted from the employee’s last payroll allocation.

The District does not reimburse payment of unused sick or personal leave days upon separation of employment unless the employee qualifies for early retirement under district policy.

All financial obligations to the employee will be settled at the payday immediately following their resignation and/or termination when said resignation and/or termination comes during the course of the school year unless other arrangements are mutually agreed upon.

Insurance coverage terminates on the final day of the month in which the individual last worked. For individuals who finish the contract year, their pay and insurance coverage will continue as usual through the end of August.

**BREACH OF CONTRACT**

All educators employed in a regular position (not temporary) are automatically under contract for the following year unless notified differently by the District following the provisions of Utah Code.

A breach of contract occurs when an educator resigns from the District any time after June 30 in the summer preceding a school year in which they have a contractual responsibility to serve, or when an educator’s resignation will require a replacement during the period of time when direct services to students are being provided.

There is a financial penalty of a maximum of $500 associated with a breach of contract. There are also provisions for a waiver in some situations.
ELEMENTARY AND SECONDARY PLANNING TIME

Elementary and secondary teachers will be given planning time during the regular scheduled school day as determined by the building administrator. Administrators will make every effort to allow each teacher planning time on a daily basis. However, as planning time is not a property right, teachers are not guaranteed any specific amount of planning time on a daily, weekly, monthly, or yearly basis.

Various school related activities can interfere with planning time and teachers shall not expect any compensation for planning time missed as a result of school activities, drills, or unforeseen events. At this time “Skill Instructors” will be used to assist administration in scheduling internal planning time for elementary teachers.

This rule will not supersede the policy for “Compensation Time” see Compensation (DBHB 3.18) Compensation time.

Employment Requirement Physical Examinations and Communicable Diseases (DBBA)

Physical and Mental Examinations

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

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

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

Confidentiality of Examination Results

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

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

RETURN TO WORK

A doctor 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.

Information from the State Board

An administrator may obtain any information in the possession of the State Office of Education, which is relevant to evaluating the employment of a current or prospective employee of the school.

If a decision is made not to hire a prospective employee or to take action against a current employee based upon such information, the individual affected shall be given notice of the information and be provided an opportunity to refute or respond to the information. An administrator who, in good faith, discloses or receives information under this section is exempt from civil liability relating to the receipt or disclosure.

No Implied Contracts Rights (DBC)

Nothing in these policies may be construed to grant any implied contract rights beyond those contract rights expressly provided for in these policies or by state statute. No employee shall have an expectation of continued employment beyond the current contract period unless expressly stated otherwise in these policies or in state law.

All employees not expressly granted expectations of continued employment are employed by the District as at-will employees.

Career Status Not Available In Extra Duty Portion of Teacher Contracts (DBD)

Certificated employees do not acquire an expectation of continued employment or career status in the Extra Duty portion of any contract.

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

The District retains the right to terminate extra duty appointments and the pay for such extra duty appointments within its sole discretion at the end of a contract terms.
Student Teachers and Interns (DBE)

Definitions

“Student teacher” means a college student preparing to teach who is assigned a period of guided teaching during which the student assumes increasing responsibility for directing the learning of a group or groups of students over a period of time.

“Intern” means a teacher education student, who, in an advanced stage of preparation, usually as a culminating experience, may be employed in a school setting for a period of up to one year and receive salary proportionate to the service rendered. An intern is supervised primarily by the school system but with a continuing relationship with college personnel and following a planned program designed to produce a demonstrably competent professional.

Utah Admin. R 277-509-1

District Requirements

The District may not independently assign student teachers or interns. The service of persons so assigned is not recognized by the Utah State Board of Education as fulfilling an intern or student teaching requirement for certification.

The Superintendent of the District to which an administrative intern is assigned shall submit to the State Office of Education at the beginning of each assignment period a list of those assigned, the nature of the assignment, and the institution through which each student is certificated as an administrative intern.

Utah Admin. R 277-509-4

INTERNSHIPS

Interns are hired as temporary employees with future employment based on their teaching performance, completion of all degree requirements, and the needs of the District. Interns are paid 80% of a normal teaching contract and are required to pay 20% of the total cost of their health insurance package until they are able to produce a regular teaching license for the State of Utah. When they become fully licensed, they are eligible for the same salary and benefit package as other first year teachers.

COOPERATIVE TEACHERS - STUDENT TEACHERS

The District is supportive of student teaching programs and encourages all staff members to participate if given an opportunity. Staff members are reminded that they retain the responsibility for student learning while a student teacher is in their classroom.
They also retain the responsibility for evaluating their students’ progress. At no time shall the academic program or the emotional/social well-being of our students be sacrificed in an effort to help a struggling student teacher.

Cooperative teachers are to meet with their student teachers frequently, observe classes on a regular basis, provide the needed direction to assure the student teacher with as much success as possible and report any problems to the principal and the university supervisor immediately.

Substitutes (DBF)

Substitute Teachers

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

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

SUBSTITUTE REQUIREMENTS

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

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

SUBSTITUTE AGE REQUIREMENTS

Substitutes must be at least twenty-one years of age. The age requirement can be waived for grades K-8 if the individual has been awarded an associate degree.

An individual seeking employment as a substitute teacher shall furnish evidence to the District that the individual is physically and mentally fit to work.

_Utah Admin. Code R277-508-4_
Term of Service

A substitute may not serve in a teaching position for more than eight weeks in one academic year in either the same class or with the same group of students unless he or she possesses an appropriate license for the position.

Student Teachers as Substitutes

Student teachers may substitute in classes provided they also comply with the instructions and policies from the higher education institution, which the student attends.

Paraprofessionals and Aides as Substitutes

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

Suspended Licensure

The District may not employ any individual whose license has been revoked or is currently suspended.

_Utah Admin. Code R277-508_

SUBSTITUTE COMPENSATION

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

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

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

SUBSTITUTE ASSIGNMENTS

Substitutes will be assigned through a process established in the District. A person or a computer software program specifically assigned to accomplish this task will call substitutes. Substitutes cannot accept any assignment unless it comes directly from the substitute coordinator/computer or school secretary. Individual teachers and/or building administrators may request a specific substitute. Requests will be honored whenever possible.
The state has established a selection process for substitutes that is based on the amount of formal education possessed by each individual. This process is followed by the individual who assigns the substitutes after specific requests are considered. Long-term substitutes shall be hired in conjunction with the building principal.

Reemployment of Retirees (DBG)

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

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

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

A retiree who is reemployed after July 1, 2010, by the District more than one year from the date of the retiree’s retirement may elect to:

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

If a retiree makes an election under option (2) to continue to receive a retirement allowance while reemployed, the District shall contribute to the Utah State Retirement Office the amortization rate that would have covered the retiree.
If the retiree is not otherwise eligible for retirement coverage in the reemployed position, the Utah State Retirement Office shall cancel the allowance of a retiree; and the District shall pay the amortization rate to the office on behalf of the retiree.

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

1. Whether the retiree was reemployed within one year of the retiree’s date of retirement; and
2. If the retiree is reemployed more than one year from the date of retirement, whether the employee elects to:
   a. Earn additional service credit and cancel the retiree’s retirement allowance; or
   b. Receive the retiree’s retirement allowance and forfeit any retirement related contribution from the District.

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

_Utah Code Ann. § 49-11-505 (2011)_

**Compensation (DBHA)**

**HORIZONTAL PLACEMENT: NEW EMPLOYEE**

Certificated staff employees new to the District will be placed horizontally on the salary schedule according to the number of semester hours (ratio of quarter hours to semester hours is 3 quarters to every 2 semester hours) that they have accumulated since they gained, or became eligible to gain, their initial teaching certificate.

In cases where course work required for the initial license came after the completion of an earned graduate degree from an accredited institution, the District reserves the right to recognize only advanced degrees when there is a direct, positive correlation to the area in which the staff member is assigned.

The District also reserves the right to recognize course work in the specific discipline being taught when it occurred after a bachelor’s degree has been earned but prior to initial certification. Courses required for certification will not be accepted for placement on the salary schedule.
STEP PLACEMENT FOR NEW TEACHERS

Experienced teachers new to our system will be given credit for their first four years of teaching on the district salary schedule at a 1 to 1 ratio. After four years, credit is given based on a 2 to 1 ratio (2 years of experience required for each year of credit on the district salary schedule). The number of year's credit on the salary schedule is never rounded up. As an example, an individual with nine years of experience would be given the first four years at a 1 to 1 ratio while the next five years would be at a 2 to 1 ratio which would produce two additional years of service credit on the salary schedule.

The District will accept a maximum of twenty (20) years of experience without special approval by the Board during a public meeting. Twenty years of experience equates to being placed on Step 13 of the salary schedule.

Placement is based on previous teaching experience or related job experience as accepted by the District. State Law and Article 3-1-1 of the Professional Agreement does provide the District with authority to negotiate individual contracts of employment including salaries and/or benefits when in the best interest of the District.

This provision does provide the District with some flexibility regarding the placement of an individual on the salary schedule. That flexibility could be used to provide a new employee with either more or less salary than generally expected by the provisions outlined in this section of the handbook.

Experience while serving as a member of the support staff or as a substitute teacher will not be recognized with regards to placement on the certified salary schedule or with regards to certified staff seniority.

Certificated staff members must work at least ninety-one (91) (50% +) contract days to qualify for a full year of service with regards to placement on the salary schedule. Employment must also be for at least 50% of the contract day to count as a year of service.

Experience as a paid intern while under contract with a school district will be counted as service when placing an individual on the salary schedule when the internship occurs after initial certification.

HORIZONTAL ADVANCEMENT: CONTINUING EMPLOYEE

The Board of Education has provided the certificated staff an opportunity to advance on the salary schedule through increased academic preparation.

This incentive comes through horizontal advancement on the certificated salary schedule. Credit will be awarded on the certificated salary schedule for:
1. Graduate and upper-level undergraduate courses (junior level or 3000) in:
   a. areas of the individual's teaching major or minor
   b. areas of present teaching assignment
   c. areas that meet the current district goals

2. In-service or workshop hours approved by the Utah State Office of Education. (No more than one-third of the hours required for a designated lane change may come from this source and only hours completed on/or after August 19, 1996 will be counted for lane changes. Only hours/credits earned since the last lane change may be considered for a new lane change).

3. In special situations that have prior approval by both the Superintendent and the building administrator, individuals may use lower level undergraduate courses for movement on the salary schedule at a rate of 18 to 1. Approval must be gained prior to enrollment.

   Staff members who intend to make a lane change must notify the superintendent's office by April 1, in the proceeding contract year on the forms provided by the District. Verification of completion must be submitted to the superintendent's office by September 15. Verification of completed course work requires official transcripts whenever possible.

   When official transcripts are not available by this date, a grade report or letter from the instructor may be used as a temporary verification until the transcripts are available.

   Those who fail to submit a letter of intent for a lane change and/or fail to meet the verification deadline will be denied a horizontal adjustment on the salary schedule until the following contract year. Individuals are limited to the number of lane changes indicated on their letter of intent. In cases where this portion of the form is left incomplete, the employee will be limited to an adjustment of one lane.

   Individuals are also limited to one vertical step on the salary schedule each year until they reach twenty “qualifying” years. At that point in time, they will be moved to Step 20 regardless of the step they were on the previous year. A “qualifying” year includes all those spent in the District as a teacher or an administrator where the individual has worked at least one-half of the school day as well as one-half of the school year teaching or in an administrative position. Qualifying years also include those years counted for the individual when placed on the salary schedule during their initial employment with the District.

   Horizontal advancement beyond the master's degree will only consider those hours that have been accumulated since the granting of said degree.

Compensation (DBHB)
NATURE OF THE SALARY SCHEDULE

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 certificated 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. An accumulation of additional college credit.

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.

PAYMENT OF SALARY

Certificated staff will be paid in twelve (12) equal installments on/or around the first of each month beginning on October 1 and continuing through September 1.

When the first day of the month falls on a weekend or holiday, the District will pay salaries on the last business day of the month preceding the weekend or holiday.

Payments will be determined by the amount shown on the employee’s payroll sheet or individual contract as adjusted by a “status update” form issued after the contract has been received.

All payments to employees for services rendered must go through payroll as required by the Internal Revenue Service.

The District does work with several 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 is a mandatory program.

PAYMENT FOR ADDITIONAL CLASSES TAUGHT

With the approval of his/her building principal and the Superintendent, a secondary teacher (7-12) may choose to teach a credit course during his/her preparation period. In these situations, the individual’s pay will be computed as follows:

- Teaching salary/183 x 1/number of periods in day x number of days the course will be taught = additional salary.
A teacher who agrees to teach a credit course before or after school will receive the following compensation:

- Indexed Base salary of district (A-1)/183 x 1/number of periods in day x number of days the course will be taught = additional salary.

All teaching services required of an educator are paid by Schedule A unless otherwise stated in the Professional Agreement. All teaching services that are provided outside of the educator’s regularly contracted day and at the educator’s option are paid by Schedule B unless otherwise stated in the professional agreement.

A “required” teaching assignment is either one that occurs during the period of time scheduled by the administration as part of that educator’s regularly contracted day or a teaching assignment mandated by the school/district administration outside of the educator’s regularly contracted day.

**COMPENSATION TIME**

Some secondary teachers are able to earn comp time by covering for other teachers who are absent. Comp time is monitored within each building.

All full days that have accumulated during the school year may be carried over as personal leave days for the following school year. If the individual already has the maximum of six personal leave days, the comp day(s) would be added to their sick leave balance.

Any additional class periods covered will carry over to the following school year for further accumulation or usage. To gain a full comp day, the individual must cover the same number of periods as found in the regular school day (6 at MHS and 7 at MMS).

**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 additional salaries must be turned in to the business office on/or before that date. Claims for additional salary include days paid from the new teacher induction program, professional development and additional days for elementary planning.

The first payday of each new contract year occurs on October 1.

For newly employed members of the certificated staff, the District recognizes the length of time between the first day of employment and the first paycheck. Upon receiving a written request, the business administrator is authorized to make a partial payment of salary to newly employed members of the certificated staff on the September 1st payroll.
New employees may also request payment for days worked for other days beyond the basic contract on September 1.

**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 are not currently qualified for employer payments, should note that the retirement system charges a fee for accounts that are inactive over a year. A small payment into the account during the year will avoid the fee.

**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 (either .5 FTE or more for the full year or full-time for one full semester - 90 days). For twelve-month employees, they must have worked a minimum of six months the previous year to be eligible for an increment.

**PAY DISCREPANCIES**

The responsibility to verify the accuracy of the information on the 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 school district to pursue fraud or mistakes made in salaries, benefits, leave balances may be brought within 3 years of the time the fraud or mistake took place.

**READING AND MATH ADDENDUMS**

The district salary schedule includes a $300 addendum for those members of the certificated staff who hold a basic Utah Reading Endorsement or a $500 addendum for those members of the certificated staff who hold an Advanced Reading Endorsement.

There is also a $300 addendum for teachers holding an elementary license who are teaching in grades K-8 and in possession of an elementary math or secondary math (Level I-IV) endorsement. Possession of the endorsements must be recorded on CACTUS by September 15.
EMERGENCY CLOSINGS

On days in which the school(s) has been closed as a result of an emergency closing, members of the certificated staff are not required to report to their workstations. 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. Morgan County School District reserves the right to require members of the certificated staff to make up days lost through emergency closings.

SALARY SCHEDULE

YEARS OF EXPERIENCE VS. STEPS

Generally speaking, an employee’s step on the salary schedule equals their years of experience in education. In the Morgan County School District there are two major exceptions to this premise.

When an individual spends more than one year on the bottom of the continuous steps in any given column of the salary schedule (A-14, B-14, C-14, D-15, E-16, and F-17), their years of experience will not equate to their step on the salary schedule.

When an individual is hired by the District with more than four years of previous experience, his/her years of experience will not equate to their step on the salary schedule. For placement on the salary schedule, the District accepts four years of experience at a 1:1 ratio and then 1 year for each 2 years of service up to a maximum of 20 years (maximum placement at Step 13).

All individuals will move to Step 20 and Step 25 when they have accumulated 20 and 25 “qualifying” years of service with the District. Qualifying years include those that are counted by the District for placement on the salary schedule when an individual is hired for their last, continuous period of employment with the District as well as those years accumulated during their last, continuous period of employment with the District.

The rules regarding employment for at least half the day and for at least half the year do count when determining the number of years of experience.
SALARY SCHEDULE – SCHEDULE C

Schedule C includes the following guidelines:

1. The base addendum is determined by the number of consecutive years a certificated member of our teaching staff spends supervising a specific activity. The increase is as follows:
   
a. First Year  the base addendum is paid
b. Years 2, 3  the base addendum plus 10%
c. Years 4, 5, 6  the base addendum plus 20%
d. Years 7, 8, 9  the base addendum plus 30%
e. Years 10, 11, 12  the base addendum plus 40%
f. Year 13 and beyond  the base addendum plus 50%

2. In activities where the state tournament may extend beyond one week, an additional $50 per week will be paid to the coaches for each week of participation beyond the first. The decision regarding whether or not a state tournament extends beyond one week will be based on the tournament’s structure as noted on the brackets published by the Utah High School Activities Association. Regional playoff games used to qualify for entrance into the state tournament are not necessarily considered part of the state tournament.

3. Years of service are to be handled in the same way the district deals with years of service for teachers coming into the district (1 to 1 for the first four years and then 2 to 1 for years thereafter to a maximum of 20 years of service which translates to base + 50). The years of service are also applied to each activity individually. As an example, a person could be credited with 17 years of service in one area and be in his/her first year in another.

4. Formal recognition that the positions of cheerleading coach, drill team coach, drama advisor, pep band advisor, athletic director and student government advisor were not subject to the formula that increases the addendum for consecutive years of service. The allocation of funds to pay for those involved in the high school musical was also identified as an account that would not increase with consecutive years of service.

5. Time spent as a “paid volunteer” on the high school coaching staff to count when that individual became a district paid coach with regards to the pay formula associated with Schedule C.

Administration Relations (DCA)

District Governance—

The Board has the power to manage and govern the public schools of the District. 
Utah Code Ann. § 53A-3-402 (2014) 
Elwell v. Board of Education of Park City, 626 P.2d 460 (Utah 1981)
Consultation—

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

Utah Code § 53A-3-426(4) (2007)

Exclusivity and Coercion—

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

Utah Code § 34-34-4 (1969)
Utah Code § 34-34-7 (1969)
Utah Code § 34-34-8 (1969)
Utah Code § 53A-3-426(4) (2007)

Association Negotiations—

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

Utah Code § 34-34-2 (1969)
Utah Code § 34-34-16 (1969)

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

Publication of Negotiated Agreement—

If the Board engages in negotiations with labor organizations and a negotiated or collective bargaining agreement is reached, the Board shall within ten (10) days of ratification post the agreement or memorandum on the District’s website.

Utah Code § 53A-3-428 (2009)

Distribution of Organization Materials—

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

The schools in the District shall allow all employee associations equal access to distribution of information in or access to employee physical or electronic mailboxes (including school-provided email accounts), and to membership solicitation activities at new teacher or new employee training meetings or functions. (This policy does not require the school to afford association access to these activities, but requires that if access is granted to one employee association, equal access must be provided to other employee associations.)
Utah Code § 53A-3-426(2), (3) (2007)

No Endorsement of or Preference for Any Employee Association—

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

Board member compensation hearing notice—

Beginning July 1, 2007, in addition to meeting the aforementioned public notice requirements, if the Board is meeting to consider adopting a new Board member compensation schedule or schedules, or to consider amending an existing compensation schedule or schedules, the notice of the meeting with public hearing shall be given at least seven days prior to the meeting by:

1. Publishing the notice at least once in a newspaper published in the county where the District is situated and which is also generally circulated within the District, and notice given as required by Utah Code § 45-1-101;

2. Posting the notice:
   a. At each school in the District
   b. In at least three other public places within the District; and
   c. Posting the notice on the Internet in a manner that is easily accessible to citizens who use the Internet.
Utah Code § 53A-3-202(3) (2009)

Mediation of Contract Negotiations (DCB)

Mediation

In the course of contract negotiations between a professional local organization representing a majority of certificated employees of the District, either the president of the professional local organization or the chairman of the Board may, after the parties have negotiated for ninety days, declare an impasse. If the Board elects to declare an impasse, the chairman of the Board shall deliver a written notification of the impasse to the president of the professional local organization and to the State Board of Education.
Upon declaring an impasse, or upon receiving notice of declaration of an impasse from the local professional organization, the Board shall name a third party mediator agreeable to the Board. If agreement on a third party mediator cannot be reached between the Board and the local professional organization, the Board will request the State Superintendent of Public Instruction to appoint a mediator.

The Board shall work together with the state superintendent and the professional local organization in appointing a mediator who is mutually acceptable to the Board and to the professional organization. The Board shall share equally in the cost of medication with the local professional organization.

In the event that no agreement is reached regarding a mediator, the Board shall appoint a mediator.

The mediator may not without the consent of both parties make findings of fact or recommend terms for settlement.

**Hearing**

If the mediator appointed by the state superintendent is unable to effect settlement of the controversy within fifteen working days after his or her appointment, either the Board or the president of the local professional organization may request that the dispute be submitted to a hearing officer who will make findings of fact and recommend terms of settlement. The request shall be made in writing to the other party and to the state superintendent of public instruction. The state superintendent of public instruction shall appoint a hearing officer who is mutually acceptable to the Board and the professional organization. The Board will furnish the hearing officer, on request, all relevant records, documents and information, but only such records, documents, and information whose disclosure is not otherwise prohibited by state or federal law or privileged or confidential.

If the final position of the parties is not resolved, the hearing officer shall issue a report containing the agreements of the parties with respect to all resolved negotiated contract issues and the positions that the hearing officer considers appropriate on all unresolved final positions of the parties. Ten days after receiving the hearing officer’s written findings and report, the Board may make the hearing officer’s report public if the dispute has not been settled at that time.

The Board may, in its sole discretion, accept or reject the recommendations and findings of the hearing officer and make its own determination.

*Utah Code Ann. § 53A-7-101*
*Utah Code Ann. § 53A-7-102*

**Association and Organization Participation (DCC)**

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

*Utah Code Ann. § 34-34-2 (1969)*
Reporting of Child Abuse (DDA)

Whenever any employee of the District knows or reasonably believes that a child has been neglected, or physically or sexually abused, such employee shall immediately notify the nearest peace officer, law enforcement agency or office of the State Division of Child and Family Services (DCFS).

Under such circumstances, the employee shall also notify the building principal. Such a report to the principal does not satisfy the employee’s personal duty to report to law enforcement or DCFS.

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

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

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

The anonymity of those reporting or investigating child abuse or neglect will be preserved and information provided pursuant only to the manner provided for in Utah Code Ann. § 62A-4a-412.  
Utah Admin. Code R277-401 et seq.  
Utah Code Ann. § 62A-4a-403  
Utah Code Ann. § 62A-4a-412

Reporting of Child Abuse by a School Employee

An employee who has reasonable cause to believe that a student may have been physically or sexually abused by a school employee shall immediately report that belief to both the school principal and the Superintendent. The Superintendent receiving such a report shall immediately submit the information to the Utah Professional Practices Advisory Commission if the employee is a licensed educator.  
Reporting of Student Prohibited Acts (DDB)

Reporting of Student Prohibited Acts—

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

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

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

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


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

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


School District Location Defined—

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

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

*Utah Code § 53A-11-402 (1988)*

Immunity for Good Faith Reporting—

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

*Utah Code § 53A-11-404 (1988)*

Workers Compensation (DEA)

Compliance with Statutory Requirements

The Board will provide workers compensation benefits pursuant to state statutes and administrative regulations of the Division of Industrial Accidents within the Labor Commission. Provision of workers compensation benefits will be made for all persons entitled to such benefits under the law.

The District does not reimburse payment of unused sick or personal leave days upon separation of employment unless the employee qualifies for early retirement under district policy, therefore, workers compensation will not be augmented by payment of unused sick leave, personal leave, or other benefits.

*Utah Code Ann. §34A-2-101 et seq.*

*Utah Code Ann. §34A-3-101 et seq.*

Procurement of Workers Compensation Insurance (DEAB)

Board Policy Adopted

Pursuant to Utah Code Annotated § 63-56-208(1)(b), the Board elects to adopt its own policy regarding procurement of workers compensation insurance in lieu of those policies adopted by the State Policy Board.

Procurement of Workers Compensation

Pursuant to Utah Code Ann. § 63-56-408(1) (b)(iii), the Board determines that it is not advantageous to the District to procure Workers Compensation Insurance for employees of the District through competitive sealed bidding or competitive sealed proposals. Rather, the Board elects to secure Workers Compensation Insurance coverage through joining a pool of other school districts in the state.
The Board determines that procurement of Workers Compensation Insurance through bidding or requests for proposals is not advantageous to the District because insurance available through those means does not provide the opportunity to closely control and monitor the costs of insurance claims, or the opportunity to develop and implement safety programs for district employees with more direct and immediate impact upon insurance cost savings.

By procuring Workers Compensation Insurance through participation in a pool of school districts from the state, the District will be able to more directly control and monitor its insurance costs. The District will be able to develop and implement safety programs tailored specifically to the needs and characteristics of its employees. These tailored safety measures will have a more immediate impact on savings to the District.

On cost savings to the districts, by joining the pool and obtaining Workers Compensation Insurance through this means, the District will be grouped with other similar risks rather than with other types of dissimilar businesses. For these reasons, the Board finds that procurement of Workers Compensation Insurance through competitive sealed bidding and competitive sealed proposals would not be advantageous to the District.

**Personal Protective Equipment (DEAC)**

**Purpose**

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

**Protective Equipment Assessment**

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

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

**Training**

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

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

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

Prescription Lenses Notification and Responsibility—

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

Head Protection—

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

Foot Protection—

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

Hand Protection—

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

Employee Responsibilities—

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

Compliance with Governing Rules—

An employee has a duty to:

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

Injuries at Workplace—

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

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

Use of Controlled Substances Leading to Injuries on the Job—

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

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

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


**WORK RELATED INJURIES (DEAD)**

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

Both the District and the employee have responsibilities with regards to filing the necessary reports. The employee is responsible for contacting the district business office to complete a “First Report of Injury or Illness” form within seventy-two (72) hours of the time the accident occurred. If a report of injury/occupational illness is not reported to the District within 180 days of the date of injury/illness, the employee may lose the right to ever file a claim for workers compensation on that injury or illness.
An employee who is temporarily absent from work and unable to perform his/her duties as a result of a work related injury or illness may continue to be paid under a number of different plans. There is no “district paid” leave for a work related injury. Those plans include the following:

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

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

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

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

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

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

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

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

The Board shall not require the retirement of any employee on the basis of age except pursuant to a valid district retirement program.

29 U.S.C. § 631

RETIREMENT DATES

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

Retirement Programs

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

Utah Code Ann. § 49-12-101 et seq.

Social Security

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

EARLY RETIREMENT

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

The program provides the employee with an annual stipend equal to 50 percent of the difference between the employee’s current base salary and the district’s base salary for a beginning teacher. This stipend is paid for either three (3) years or until the employee qualifies for minimum social security benefits, whichever comes first.

The District will also pay the health insurance for the employee who qualifies for the district’s early retirement program for five (5) years or until the individual qualifies for Medicare, whichever comes first.

Those who qualify for health insurance may waive this benefit in exchange for a cash settlement equal to the value of one year’s total cost for single party coverage. If a person has less than one year of health insurance remaining, their cash settlement will be prorated. The cash settlement will be placed in the individual’s medical health savings account.
Once health insurance associated with the early retirement incentive program is waived, it cannot be reinstated. The decision to waive this benefit is to be made at the time of retirement although the administration may consider the possibility of a waiver after a person has started their benefit if it is in the best financial interest of the District.

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

The stipend associated with the early retirement incentive grant will either be paid into a medical savings account or deposited into a 401(k) or a 403(b) program. The decision will be made after an interview with a consultant working with the district. Changes in the options available were made in the spring of 2007 in an effort to save both the District and the employee social security taxes and federal/state income taxes for the employee.

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

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

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

1. If a person reaches the age where they are no longer eligible for an early retirement incentive grant or single party insurance benefits between the last day of school during their final year of employment and September 1 of the same year, they will not be eligible for said benefits.
2. When a qualifying person, who is under the provisions of the early retirement program, reaches the age where they are no longer eligible for the early retirement incentive grant or single party insurance, their benefits for that year will be prorated.

Example: A person’s birth date is December 5. They leave employment with the school district at the age of 60. They qualify for minimum social security at 62. The first year out they would qualify for a full year of their early retirement incentive grant.
The second year, they would qualify for one-third of their early retirement incentive grant. (September, October, November, and December equals 4/12 equals 1/3)

3. A person becomes eligible for Medicare the first day of the month in which they turn 65. District paid health insurance would end the last day of the month proceeding the month in which they turn 65.
Risk Management Coverage for Employees (DEC)

Risk Management Coverage of School District Employees

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

Notice to Employees

By April 15 of each school year, the District shall provide a copy to each employee of a disclosure prepared by the state risk manager regarding the coverage against liability provided to district employees pursuant to Utah Code Ann. § 63A-4-204(4)(b), which information shall include:

1. The eligibility requirements to receive coverage;
2. The basic nature of the coverage for District employees, including what is not covered;
3. Whether the coverage is primary or in excess of any other coverage provided to employees.

Notice to New Employees

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

Utah Code Ann. § 63A-4-204.
Utah Code Ann. § 53A-3-411.

Policy Exhibit #1 Acknowledgment of Legal Liability Protection (DEC)

Acknowledgment of Legal Liability Protection

Employee__________________________ Date of Hire________________

I am a newly hired employee of the District and have received from the District a disclosure of insurance coverage which is provided to employees through the Utah State Risk Manager.

I state that I have read the disclosure prepared and provided through the Risk Manager through the school district office. I further state that I understand legal liability protection provided to me and what is not covered, as explained in the disclosure.
Unless, indicated below, I have no questions or uncertainty about liability protection coverage.

Dated this ______ day of _______, 20___.
Employee___________________________
Witness_____________________________

Utah Code Ann. § 63A-4-204.
Utah Code Ann. § 53A-3-411.

Professional Development Plans (DFA)

Plans for Professional Development—

The District and each school shall develop and implement a systematic, comprehensive, and long-term plan for professional development.

School Community Council—

Each school shall use its school community council, school directors, or a subcommittee or task force created by the school community council as provided in Utah Code Ann. § 53A-1a-108 to help develop and implement the plan.

Professional Learning Standards—

As used here, “professional learning” means a comprehensive, sustained, and evidence-based approach to improving teachers’ and principals’ effectiveness in raising student achievement. Professional development plans shall implement high quality professional learning which meets the following standards:

1. It occurs within learning communities committed to continuous improvement, individual and collective responsibility, and goal alignment;
2. It requires skillful leaders who develop capacity, advocate for professional learning and create support systems for professional learning;
3. It requires prioritizing, monitoring, and coordinating resources for educator learning;
4. It uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning;
5. It integrates theories, research, and models of human learning to achieve its intended outcomes;
6. It applies research on change and sustains support for implementation of professional learning for long-term change;
7. It aligns its outcomes with:
   a. Performance standards for teachers and school administrators as described in rules of the State Board of Education and
   b. Performance standards for students as described in the core curriculum standards adopted by the State Board of Education; and
8. It incorporates the use of technology in the design, implementation, and evaluation of high quality professional learning practices and includes targeted professional learning on the use of technology devices to enhance the teaching and learning environment and the integration of technology in content delivery.

Utah Code § 53A-3-701(1), (2) (2014)

Board Review—
The Board shall review and either approves or recommend modifications for each school plan within the District so that each school’s plan is compatible with the District plan.

The Board shall provide positive and meaningful assistance to a school, if requested by its community council or school directors, in drafting and implementing its plan; and monitor the progress of each school plan and hold each school accountable for meeting the objectives of its plan.

Employee Evaluation (DG)

Definitions
For purposes of this policy, the following definitions apply:

1. “Career employee” means an employee of a school district who has obtained a reasonable expectation of continued employment based upon Section 53A-8a-201 and an agreement with the employee or the employee’s association, district practice or policy.
2. “Educator” means an individual employed by the District who is required to hold a professional license issued by the State Board of Education, except:
   a. A superintendent, or
   b. An individual who:
      i. Works fewer than three hours per day; or
      ii. Is hired for less than half of the school year.
3. “Probationary educator” means an educator employed by the District who, under Board policy, has been advised by the District that the educator’s performance is inadequate.
4. “Provisional employee” means an individual, other than a career employee or a temporary employee, who is employed by a school district.


Educator Evaluation Program Committee

The local school board shall develop an educator evaluation program with its joint committee. The committee shall consist of an equal number of classroom teachers, parents, and administrators appointed by the school board. The board may appoint members of the joint committee from a list of nominees voted on by classroom teachers in a nomination election, voted on by the administrators in a nomination election, or parents submitted by school community councils within the district.
The joint committee may adopt or adapt an evaluation program for teachers based on a model developed by the State Board of Education or create its own evaluation program for teachers. The evaluation program developed by the joint committee must comply with the requirements of this part and rules adopted by the State Board of Education under Section 53A-8a-409.

_Utah Code Ann. § 53A-8a-403 (2012)_

**Periodic Written Evaluations**

The District shall have an evaluation system that provides systematic and fair written evaluations of educators of the District. Evaluations of provisional and probationary educators shall be conducted at least twice each school year. Evaluations of all career educators shall be ongoing. Such evaluations may be considered by the Board prior to any Board action concerning the individual's employment.

_Utah Code Ann. § 53A-10-106 (2011)_

**School Orientation**

The principal of each school, or other Board designee, shall orient all educators assigned to a school concerning the educator evaluation program, including the purpose of the evaluations and methods used to evaluate. Evaluations may not occur prior to the orientation by the principal.

_Utah Code Ann. § 53A-8a-404 (2012)_

**Evaluation Program Components**

The District’s evaluation program for educators adopted by the Board in consultation with the Educator Evaluation Program Committee shall include the following components:

1. A reliable and valid evaluation program consistent with generally accepted professional standards for personnel evaluation systems;
2. The evaluation of provisional and probationary educators at least twice each school year;
3. The annual evaluation of all career educators;
4. Systematic evaluation procedures for both provisional and career educators;
5. The use of multiple lines of evidence, such as:

   a. Self-evaluation;
   b. Student and parent input;
   c. Peer observation;
   d. Supervisor observations
   e. Evidence of professional growth;
   f. Student achievement; and
   g. Other indicators of instructional improvement;
6. A reasonable number of observation periods for an evaluation to insure adequate reliability; and
7. Administration of an educator’s evaluation by;
   a. The principal
   b. The principal’s designee
   c. The educators immediate supervisor; or
   d. Another person specified in the evaluation program.
8. An orientation for educators on the educator evaluation program.
9. A summative evaluation that differentiates among four levels of performance.
   *Utah Code Ann. § 53A-8a-405 (2012)*

**Deficiencies and Remediation**

The Joint Committee shall determine, for purposes of the educator evaluation program, what constitutes an inadequate performance or a performance in need of improvement as demonstrated by an educator’s evaluation.

The person responsible for administering an educator’s evaluation shall give an educator whose performance is inadequate or in need of improvement a written document clearly identifying specific, measurable, and actionable deficiencies, the available resources that will be provided for improvement, and a recommended course of action that will improve the educator’s performance.

The educator is responsible for improving his or her performance, including using any resources identified by the District, and demonstrating acceptable levels of improvement in the designated areas of deficiencies.

If the educator’s unsatisfactory performance was documented for the same deficiency within the previous three years and a plan of assistance was implemented as provided in Section 53A-8a-503, then subsections (1)(b), (1)(c), and (2) of 53A-8a-407 do not apply.

In the event such an indicator of less than satisfactory in performance is determined, the administration may conduct additional evaluations to determine whether the performance issues have been remediated. The additional evaluations may be conducted at any time reasonable to assess the educator’s performance.
   *Utah Code Ann. § 53A-8a-407 (2012)*

**Summative Evaluation and Review of Evaluation**

The person responsible for administering an educator’s evaluation shall, at least fifteen (15) days before an educator’s first evaluation, notify the educator of the evaluation process and give the educator a copy of the evaluation instrument, if an instrument is used.
The person responsible for administering an educator’s evaluation shall allow the educator to make written response to any part of the evaluation and attach the educator’s responses to the evaluation.

Within fifteen (15) days after the evaluation process is completed, the person responsible for administering an educator’s evaluation shall:

1. Discuss the written evaluation with the educator;
2. Following any revision of the written evaluation made after the discussion, file the evaluation and any related reports or documents in the educator’s personnel file; and
3. Give a copy of the written evaluation and attachments to the educator.

An educator who is not satisfied with a summative evaluation has fifteen (15) days after receiving the written evaluation to request a review of the evaluation.

If a review is requested, the superintendent or the superintendent’s designee shall appoint a person, not an employee of the District, who has expertise in teacher or personnel evaluation to review the evaluation procedures and make recommendations to the superintendent regarding the educator’s summative evaluation. A review of an educator’s summative evaluation shall be conducted in accordance with State Board of Education rules. Utah Code Ann. § 53A-8a-406 (2012)

**Mentor for Provisional Educator**

The principal or immediate supervisor of a provisional educator shall assign provide a mentor who has received training or will receive training in mentoring educators to the provisional educator.

Where possible, the mentor shall be a career educator who performs substantially the same duties as the provisional educator and has at least three years of educational experience.

The mentor shall assist the provisional educator to become effective and competent in the teaching profession and school system, but may not serve as an evaluator of the provisional educator.

Mentors will be paid through a stipend. Mentor teachers will receive $400 for the first year, $200 for the second year, and $100 for the third year. After the third year it will be the responsibility of the principal to put the provisional teacher on a growth plan. Utah Code Ann. § 53A-8a-408 (2012)

**EVALUATION OF SUPPORT STAFF**

Selected members of the certificated staff have the responsibility to evaluate members of the classified (support) staff. This responsibility usually falls to special education teachers and those involved in the reading programs.
It is essential that their evaluations be conducted in an honest, accurate fashion on a yearly basis using the district's approved forms and procedures. A teacher who fails to document concerns regarding classified staff behavior and/or performance during the school year as well as on the annual performance assessment is considered to be derelict in their duties and responsibilities.

**Liability (DGD)**

**Volunteers**

**Immunity from Liability**—

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

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

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

*Utah Code § 67-20-3 (2013)*
*Utah Code § 67-20-4 (2014)*
*Utah Admin. Rules R37-1-4*

**Orderly School Termination for Employees DHA**

*[Alternative B - All Employees Can Obtain Career Status]*

**Definitions**—

For purposes of this policy, the following definitions apply:

1. “Career Employee”
   
a. An employee of the District who has obtained a reasonable expectation of continued employment. A certified employee who works for the District on at least a half-time basis becomes a career employee upon the successful completion of at least three (3) full consecutive academic school years with the District as a provisional employee (District may extend the three-year provisional status of an employee up to an additional two (2) consecutive years). If the provisional employee starts after the beginning of the school year, that school year does not count toward "career
“Employee” status. Successful completion is determined by performance of all contractual duties within standards acceptable to the District.

b. An employee who has obtained a reasonable expectation of continued employment under this policy and then accepts a position with the District which is substantially different from the position in which career status was obtained shall [retain career status] [become a provisional employee]. An employee with career status who is separated from employment with the District and later returns to work with the District shall upon return be a provisional employee.

Utah Code Ann. § 53A-8a-201 (2012)

2. “Provisional Employee”

a. Any employee who has not achieved career employee status is a “Provisional Employee.” A provisional employee is an employee, who works for the District on at least a half-time basis, hired on an individual, one-year contract and who is not a temporary employee. Provisional employees have no expectation of continued employment beyond the current one-year contract term. Provisional employees are employed at will and their employment can be terminated at the discretion of the Board of Education except that provisional employees can be discharged during the term of each contract only for cause. The District may extend the provisional status of an employee up to an additional two consecutive years by written notification to the provisional employee no later than 30 days before the end of the contract term of that individual. Circumstances under which an employee’s provisional status may be extended include: (1) less-than-perfect score on a performance evaluation; or (2) receipt of complaint(s) or expression(s) of concern from a parent, co-worker, or member of the community that creates uncertainty about the employee’s professionalism, performance, or character; (3) declining student enrollment in the district or in a particular program or class; (4) the discontinuance or substantial reduction of a particular service or program; or (5) budgetary concerns.


3. “Classified Employees”

a. Classified Employees are all non-certified employees of the District.

4. “Temporary Employee”

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


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

6. “Extra Duty Contracts”
   a. An employee who is given extra duty assignments in addition to a primary assignment, such as a teacher who also serves as a coach or activity advisor, is a temporary employee in those extra duty assignments and may not acquire career status beyond the primary assignment. There are no rights to a due process hearing if a person is released from coaching or an extra duty position.

   A person may be released from a coaching or extracurricular position at the discretion of the Board.

7. “Employee”
   a. A person, other than the District superintendent or business administrator, who is a career or provisional employee of the District.


8. “Contract Term or Term of Employment”
   a. The term of employment is the period of time during which an employee is engaged by the District under a contract of employment, whether oral or written. Notwithstanding, all contracts of employment shall be in writing.

9. “Dismissal or Termination”
   a. An employee shall be deemed to be discharged upon occurrence of any of the following events:
I. Termination of the status of employment of an employee.
II. Failure to renew the employment contract of a career employee.
III. Reduction in salary of an employee not generally applied to all employees of the same category employed by the District during the employee’s contract term.
IV. Change of assignment of an employee with an accompanying reduction in pay unless the assignment change and salary reduction are agreed to in writing.

_Utah Code Ann. § 53A-8a-102 (2012)_

10. "Unsatisfactory performance"
   a. a deficiency in performing work tasks which may be:
      I. Due to insufficient or undeveloped skills, lack of knowledge or aptitude, poor attitude, or insufficient effort; and
      II. Remediated through training, study, mentoring, practice, or greater effort.
   b. does not include the following conduct:
      I. A violation of work rules;
      II. A violation of local school board policies, State Board of Education rules, or law;
      III. A violation of standards of ethical, moral, or professional conduct; or
      IV. Insubordination.

_Utah Code Ann. § 53A-8a-102 (2012)_

_Causes for Dismissal or Non-Renewal—_

Any employee may be suspended or discharged during a contract term for any of the following:
1. Immorality;
2. Insubordination or failure to comply with directives from supervisors;
3. Incompetence;
4. Conviction, including entering a plea of guilty or nolo contendere (no contest), of a felony or misdemeanor involving moral turpitude or immoral conduct;
5. Conduct which may be harmful to students or to the District;
6. Improper or unlawful physical contact with students;
7. Violation of District policy;
8. Unprofessional conduct not characteristic of or befitting a District employee;
9. Manufacturing, possessing, using, dispensing distributing, selling and/or engaging in any transaction or action to facilitate the use, dispersal or distribution of any illicit (as opposed to authorized) drugs or alcohol on District premises or as a party of any District activity;
10. Current addiction to or dependency on a narcotic or other controlled substance.
11. Dishonesty or falsification of any information supplied to the District; including data on application forms; employment records or other information given to the District;
12. Engagement in sexual harassment of a student or employee of the District;
13. Neglect of duty, including unexcused absences, excessive tardiness, excessive absences, and abuse of leave policies or failure to maintain certification;
14. Deficiencies pointed out as part of any appraisal or evaluation;
15. Failure to fulfill duties or responsibilities;
16. Inability to maintain discipline in the classroom or at assigned school-related functions;
17. Drunkenness or excessive use of alcoholic beverages or controlled substances;
18. Disability not otherwise protected by law that impairs performance of required job duties;
19. Failure to maintain an effective working relationship, or to maintain good rapport with parents, co-workers, the community or colleges;
20. Failure to maintain requirements for licensure or certification;
21. Unsatisfactory performance;
22. For any other reason justifying termination of employment for cause.

**Termination for Unsatisfactory Performance—Procedural Due Process**

**Notice to Career Employee of Unsatisfactory Performance**—

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

1. Notify a career employee at least 30 days prior to issuing a notice of intent not to renew the employee’s contract that continued employment is in question and the reasons for anticipated non-renewal;
2. The Principal or designee shall provide and discuss with the career employee written documentation clearly identifying the deficiencies in performance;
3. The Principal or designee shall develop and implement a plan of assistance, in accordance with procedures and standards established by Policy DG, to allow the career employee an opportunity to improve performance;
4. Provide to the career employee a sufficient time period to successfully complete the plan of assistance of at least 30 days but not more that 120 days in which to correct the deficiencies; except the 120 day limit may be extended when:
   a. A career employee is on leave from work during the time period the plan of assistance is scheduled to be implemented; and the leave was approved and scheduled before the written notice intent not to renew was provided; or
   b. The leave is specifically approved by the Board.
5. The time period to correct the deficiencies may continue into the next school year;
6. The time period to implement the plan of assistance and correct the deficiencies shall begin when the career employee receives the written notice provided under Subsection (1) and end when the determination is made that the career employee has successfully remediated the deficiency or notice of intent to not renew or terminate the career employee's contract is given in accordance with Subsection (8);
7. The Principal or designee shall reevaluate the career employee’s performance;
8. If upon a reevaluation of the career employee’s performance, the district determines the career employee’s performance is satisfactory, and within a three-year period after the initial documentation of unsatisfactory performance for the same deficiency pursuant to Subsection (2), the career employee’s performance is determined to be unsatisfactory, the district may elect to not renew or terminate the career employee's contract.
9. If the career employee’s performance remains unsatisfactory after reevaluation, the Superintendent or designee shall give notice of intent to not renew or terminate the career employee’s contract, which shall include written documentation of the career employee’s deficiencies in performance.
10. Nothing in this Policy shall be construed to require compliance with or completion of evaluations prior to non-renewal of a career employee’s contract.
11. An employee whose performance is unsatisfactory may not be transferred to another school unless the Board specifically approves the transfer of the employee.

_Utah Code Ann. § 53A-8a-503 (2012)_
_Utah Code Ann. § 53A-8a-506 (2012)_

**Notice of Intent not to Renew Contract of Career Employee**—

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

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

**Notice of Intent to Terminate Employment During Term of Contract**—

If the District intends to terminate an employee’s contract during the contract term, the District shall:

1. Give written notice of that intent to the employee;
2. Serve the notice by personal delivery or by certified mail addressed to the individual’s last known address.
3. Serve the notice at least 30 days prior to the proposed date of termination;
4. State the date of termination and detailed reasons for termination.
5. Give notice of the individual’s right to appeal the decision to terminate employment and the right to a hearing and the right to legal counsel, to present evidence, cross-examine witnesses and present arguments at the hearing.
6. Notify the employee that failure to request a hearing within 15 days after the notice of termination was either personally delivered or mailed to the employee’s most recent address shown on the district’s personnel records shall constitute a waiver of the right to contest the decision to terminate.

_Utah Code Ann. § 53A-8a-502 (2012)_,

74
Notice of Intent Not to Offer a Contract to a Provisional Employee—

If the District intends not to offer a contract of employment for the succeeding school year to a provisional employee, it shall give notice at least 60 days before the end of the provisional employee’s contract term that the employee will not be offered a contract for a following term of employment. Because provisional employees do not have an expectation of continued employment, they do not have a right to grieve the decision not to renew employment and do not have a right to a hearing.

Notice of Intent to Terminate or Not Offer a Contract to a Temporary Employee—

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

Expectation of Continued Employment in Absence of Notice—

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

This provision does not preclude the dismissal of a career or provisional employee during the contract term for cause.

Right to an Informal Conference—

A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must advise the individual that he or she may request an informal conference before the Superintendent or Superintendent's designee. The request for an informal conference must be made in writing and delivered to the Superintendent's within 10 days of the date on the notice of intention not to renew or notice of termination during the contract term. The informal conference will be held as soon as is practicable. Suspension pending a hearing may be without pay if the Superintendent or a designee determines after the informal conference, or after the employee had an opportunity to have an informal conference, that it is likely that the reasons for cause will result in termination.

Employee’s Right to Hearing—

A notice of intention not to renew the contract of a career employee or of an intention to terminate the contract of a career or provisional employee during its term must also advise the individual that if after the informal conference the employee wishes a hearing on the matter, he or she must submit written notice to that effect to the Superintendent’s office within five (5) days of the informal conference. If the employee wishes to not have an informal conference, but does wish to have a hearing, he or she must submit written notice to that effect within 15 days of the date on the notice of intent not to renew or notice of termination during the contract term. Upon timely receipt of the notice, the Superintendent will notify the Board, which will then either appoint a hearing examiner
or hearing board or determine to hear the matter itself. In either case, the Board will then send notice of the date, time and place of hearing to the Superintendent and to the employee. If the employee does not request a hearing within 15 days, then the employee shall have waived any right to a hearing and to contest the decision.

**Appointing a Hearing Examiner**

If the Board of Education determines that the hearing shall be conducted by a hearing examiner or board, it shall so advise the Superintendent to appoint a board of three District administrators who have no substantial knowledge of the facts of the case or select an independent hearing examiner.

In so appointing a hearing examiner or hearing board, the Board of Education may delegate its authority to the hearing officer or hearing board to make findings and decisions relating to the employment of the employee that are binding upon both the employee and the Board of Education. In the absence of an express delegation, the Board retains the right to make its own decision based on the factual findings of the hearing officer.  
*Utah Code Ann. § 53A-8a-504 (2012)*

**Rights of Employee at a Hearing**

At the hearing, the employee and administration each have right to counsel, to produce witnesses, to hear testimony, to cross-examine witnesses, and to examine documentary evidence.  
*Utah Code Ann. § 53A-8a-504 (2012)*

**Decision**

Within 15 days after the hearing, the person or entity that conducted the hearing, whether the hearing examiner, hearing board, or Board of Education, shall issue written findings and conclusions deciding the matter. These shall be provided to the employee by mail or personal delivery.

In the event the decision of the board or hearing officer is to not terminate the employment of the employee, then the employee shall be reinstated and back pay shall be paid if the employee was suspended without pay pending a hearing.  
*Utah Code Ann. § 53A-8a-502 (2012)*

**Suspension during Investigation**

The active service of an employee may be suspended by the Superintendent pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the District. The employee shall be provided written notice of the suspension, which may be included with written notice of termination of employment during the contract term or notice of non-renewal of contract.  
*Utah Code Ann. § 53A-8a-502 (2012)*

**Necessary Staff Reduction not Precluded**

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

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

*Utah Code Ann. § 53A-8a-505 (2012)*

**No Verbal Agreements—**

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

**Notification to Utah Professional Practices Advisory Commission—**

The Superintendent shall notify the Utah Professional Practices Advisory Commission if an educator is determined, pursuant to an administrative action, to have had disciplinary action taken for:

1. Immoral behavior
2. Unprofessional conduct or professional incompetence which results in suspension for more than one week or termination.


**DISCIPLINARY ACTION**

The Board of Education has the authority to suspend, grant a leave of absence, place on probation, or discharge certificated professional personnel for a material violation of any lawful rule or regulation of the Board of Education, the Utah State Board of Education, the State of Utah, or for any conduct which could constitute grounds for revocation and/or suspension of a teaching certificate.

The discharge of any certificated staff member during the term of their contract or the non-renewal of a continuing contract teacher (career educator) must follow the following procedures:

1. The Superintendent recommends discharge by providing the Board with a written notice specifying the alleged reasons for the discharge. When the recommendation for discharge is based upon performance, the employee must have been provided with a probation period to remediate his/her area of weakness.
2. The Board, working through the Superintendent, provides the employee with written notice of the allegations and the recommendation for discharge along with written notice of a hearing. The notice shall be served by personal delivery or by certified mail addressed to the individual’s last known address.
3. The hearing must be scheduled not less than six (6) days or more than twenty-one (21) days after receipt of the notice by the employee. The proposed hearing date must be at least 15 days prior to the proposed date of termination.
4. The hearing shall be public unless the employee requests a closed session in writing.
5. The employee may be represented by legal counsel and/or a representative from the teacher’s association. The Board may also be represented by legal counsel.
6. The meeting is conducted by the board chairman or his/her designee.
7. The Superintendent or other duly authorized administrative officer shall present the evidence to substantiate the allegations contained in the notification.
8. The employee may produce evidence to refute the allegations. Any witness from either side may be subject to cross-examination.
9. The affected employee may file a written brief and arguments with the Board within three (3) days after the close of the hearing, or such other time as mutually agreed upon.
10. Within fifteen (15) days following the close of the hearing, the Board shall notify the employee in writing whether or not the evidence presented at the hearing established the truth of the allegations and whether the employee is to be retained, immediately discharged, or discharged upon termination of the current contract.

DISCIPLINARY ACTION/DISMISSAL

Over the years, one may see a number of situations where a member of the certificated staff becomes involved in a disciplinary action. In some cases, the disciplinary action will result in dismissal from the District. The purpose of the following list is to share some of those reasons with staff members.

The list is not intended to be all-inclusive but will provide some insight in those issues that are more common.

1. Job performance including an inability to get along with students, parents, administration, and/or peers
2. The inability to document increased student performance from the time a student enters the class until the time that a student exits the class
3. Providing false information on the initial application
4. Negligence, incompetence, inefficiency, insubordination
5. Refusal to accept a reasonable or proper assignment
6. Misappropriation and/or the inability to account for funds
7. Possession or consumption of an intoxicant or controlled substance while at work and/or a school activity
8. Reporting to work and/or school activity under the influence of an intoxicant or a controlled substance
9. Improper use of or unlawful conversion of state property, equipment or funds
10. Physical or mental incapability for performing assigned duties
11. Use of district owned computers and/or district internet access to view, obtain, transmit inappropriate materials including, but not limited to, pornography
12. Violating appropriate testing protocol for the administration of a student test
13. Consistent and/or willful violation of safety rules and regulations
14. Repeated failure to be at work on time
15. Habitual absenteeism
16. Repeated failure to call in when absent or tardy
17. Possession of a weapon(s) on school property without a concealed weapons license
18. Unauthorized disclosure of confidential information from school records
19. Sexual relationships with students
20. Sexual harassment
21. Harassment of students or fellow employees
22. Physical contact with a student in a disciplinary situation that is considered to be a violation of state law regarding corporal punishment
23. Inability to obtain or retain an appropriate certificate, license, or endorsement
24. Frequent use of abusive, profane, or foul language
25. Removal and/or use of district property for personal use

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

1. Verbal reprimand
2. Written reprimand
3. Leave without pay
4. Leave with pay
5. Performance contract
6. Non-renewal of contract
7. Probation
8. Immediate dismissal
9. Referral to the Utah Professional Practices Commission

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.

Minimal due process provides an educator with the opportunity to hear the charges being made, a chance to respond to those charges, and an opportunity to appeal the decision to the superintendent (or the board if the superintendent is the individual making the allegations). Due process will become more formalized when the charges are serious and/or the consequences may deprive an individual of their wages or continued employment.

**Reduction in Force (DHB)**

**Purpose**

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

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

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

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

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

Necessary Reductions

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

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

“Last Hired, First Fired” Procedure for Layoffs Prohibited

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

Scope of Policy

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

REDUCTION IN FORCE POLICY

The district reduction in force policy is outlined in Article 11 of the Professional Agreement between the Morgan Education Association and the Morgan County Board of Education. Refer to the Professional Agreement.
Redress of Grievances (DHC)

Purpose

The purpose of this policy is to provide employees an orderly process for the prompt and equitable resolution of grievances. The Board intends that, whenever feasible, complaints be resolved at the lowest possible administrative level.

Redress of Grievances—

Employees shall have the right, in a peaceable manner that does not interfere with education in the District, to assemble together for their common goals and apply to those vested with the powers of government for redress of grievances or other purposes, by petition, address, or remonstrance.

Evaluations—

Teachers may present grievances regarding the evaluation process according to the District’s evaluation processes or as set out in the statute regarding evaluations. Those policies and laws shall govern grievances regarding evaluations rather than this policy. Utah Code § 53A-8a-405, -406 (2012)

Right to Representation—

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

Freedom from Retaliation—

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

Presentation—

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

Board’s Role—

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

Notice to Employees

Principals of each school shall be responsible for informing all employees under their supervision of the District’s employee grievances policy.
Definitions—
1. Complaint  
   a. A complaint must specify the individual harm suffered.

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

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

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

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

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

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

Other Review Processes

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

Representation

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

General Provisions

The following shall be general provisions for processing grievances:

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

Level One—

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

Level Two—

If the employee is not satisfied with the outcome of the grievance conference at Level One, the employee may meet with the Superintendent or a designee to discuss the grievance within seven working days after receiving the response.
At or prior to the conference with the Superintendent or designee, the employee shall submit a written description of the basis of the grievance, the date(s) it occurred, the remedy sought, and the date the employee conferred with the Principal or immediate supervisor.

**Level Three—**

If the outcome of the grievance conference at Level Two is not to the employee’s satisfaction, an employee wishing to appeal shall file a written request with the Superintendent for a Board hearing at the next regular meeting. In matters involving an aggrieved party, the meeting shall be held within 30 days after the date the written request for a Board hearing was filed with the Superintendent, unless postponed by mutual consent. The Board shall notify the aggrieved employee in writing of the time and place of the hearing. The Board shall provide written notification to the aggrieved employee of its decision within 15 days after the hearing.

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

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

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

**Executive Session—**

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

*Utah Code § 52-4-205(1)(a) (2014)*

**GRIEVANCE POLICY**

The District’s grievance procedures are outlined in Article 5 of the Professional Agreement between the Morgan Education Association and the Morgan County Board of Education. Refer to the Professional Agreement.
Credit for Prior Teaching (DHCD)

Credit for Experience

In the event the District negotiates the amount paid as salary, step and ladder placement for an individual contract of employment with a new certified employee in the District, the Board shall grant credit for prior teaching experience in the public schools of the State of Utah.


Partial Year Experience

In calculating credit for experience for compensation purposes only, the certified employee shall be given partial credit for less than a full school year in an amount proportionate to that part of the year worked by the employee.

Interpretation of this Policy

Nothing in this policy shall be construed to require recognition of prior credit for teaching outside the District or for partial credit for less than a full school year in determining whether a certified employee has an expectation of continued employment under the District’s Orderly Termination Policy.

Further, nothing in this policy shall be construed to mean that teaching experience is the only or most important factor in making employment decisions because certified employees should be employed based upon all factors related to professional qualifications.

Employment Relations: (DHD)

Employee Associations and Wage Deductions

Association Membership—

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

Utah Code § 34-34-2 (2011)

Deductions for Association Dues—

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

The District shall cease making such deductions upon written request from the employee directing that the deductions cease.

Utah Code § 34-32-1 (2011)
Deductions for Political Purposes Prohibited—

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

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

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

Utah Code § 34-32-1.1 (2012)
Utah Code § 53A-3-411 (2005)
Utah Code § 20A-11-101(4), (32), (34), (37), (50) (2014)

Employment Relations (DHDA)

Employment Association and Leave

The Morgan Education Association is an association that negotiates employee salaries, benefits, contracts, or other conditions of employment or performs union duties.

Association Leave

Association Leave from a District employee's regular responsibilities granted for the employee to spend time for association, employee association, or union duties.

Prohibited Paid Leave

The District may not allow paid association leave for an employee to perform employee association or union duties, unless:

1. The duty performed by the employee on paid association leave will directly benefit the school district, including representing the district’s licensed educators; and does not:

   a. Include political activity including advocating for or against a candidate for public office in a partisan or nonpartisan election;
   b. Solicit a contribution for a political action committee, a political issues committee, a political party, or a candidate as defined by § 20A-11-101; or
   c. Initiate, draft, solicit signatures for or advocate for or against a ballot proposition as defined by § 20A-1-102.
2. On a board or committee, such as the district’s foundation, a curriculum development board, insurance committee, or catastrophic leave committee;
3. At a school district leadership meeting; or
4. At a workshop or meeting conducted by the District’s Board of Education.

**District Reimbursement**

An employee taking association leave that does not qualify as an exception as stated above, shall reimburse to the District, the costs, including benefits, for the time he/she is:

1. On unpaid association leave; or
2. Participating in a paid association leave activity that does not provide a direct benefit to the District

Reimbursement may be paid to the District by the employee, association or union.

**Legal Defense of Employees (DI)**

**Notice of Suit or Threat of Suit**—

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

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

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

**Referral to Legal Counsel**—

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

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

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

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

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

_Utah Code § 63G-7-902 (2008)_

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

_Utah Code § 63G-7-902(4)(a) (2008)_
_Utah Code § 63G-7-903(2) (2008)_

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

Employee References and Letters of Recommendation (DJ)

Who May Give Information Regarding Ex-Employees

The Superintendent or the principal of a school in which an employee previously worked may provide information in response to requests by prospective employers of former employees.
Information that May Be Given

Information may be provided which could have significance in evaluating the employment or licensure of an employee, including:

1. The dates of commencement and end of employment in the School District;
2. Whether the job performance was rated excellent, good, satisfactory, needs improvement or unsatisfactory in evaluations during the last two years of employment, or any like rating of performance;
3. Any statements in the employee file regarding professional conduct;
4. Any reasons stated for termination of employment or probation; and
5. Any statements regarding sexual harassment or conduct that may be criminal in nature if charges were actually filed.

*Utah Code Ann. § 53A-6-402*

Letters of Recommendation

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

Hiring Preference of Veterans and Veterans’ Spouses (DKAB)

For purposes of this Policy a disabled veteran shall mean an individual who served duty in the armed forces and received an honorable release therefrom and who has a presently existing service-connected disability or is receiving compensation, disability retirement compensation, disability retirement benefits or a pension because of a public statute administered by the Federal Department of Veterans Affairs or military department.

For purposes of this policy “preference eligibility” shall be granted to any individual who has served on active duty in the armed forces for at least 180 days and who has received an honorable discharge therefrom, any disabled veteran, the unmarried widow or widower of a veteran or a retired member of the armed forces who retired below the rank of Major or its equivalent.

For purposes of this policy “veteran” means an individual who has served on active duty in the armed forces at least 180 days and who has received an honorable discharge therefrom, or any person incurring an actual service related injury or disability even though that person has not completed 180 days of active service.

Veterans Preference

When considering candidates for employment in the District, the District shall grant a veteran’s preference to each preference eligible veteran or preference eligible spouse. The Personnel Officer of the District shall add to the score of a preference eligible person who
receives a passing score on an examination, or any rating or ranking mechanism used in selecting individuals for employment in the District the following:

1. Five percent (5%) of the total possible score if the person is a veteran;
2. Ten percent (10%) of the total possible score if the person is a disabled Veteran or a purple heart recipient; or,
3. If the candidate is an eligible spouse, widow or widower, the same percentage increase that the qualifying veteran would have been entitled to.

A preference eligible person who applies for a position that does not require an examination shall be given preference in interviewing and hiring for the position. If all other circumstances relevant to employment are equal among candidates, then a preference shall be given to the veteran applying for a position with the District.

Utah Code Ann. § 71-10-1et seq.

Nepotism (DKAC)

Definitions

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

UCA § 52-3-1(1) (d)

Prohibited Appointment

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

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

Utah Code Ann. § 52-3-1(2)(a)

Prohibited Supervision

No district employee may directly supervise an appointee who is a relative or cohabitant when the salary, wages, pay, bid or compensation of the relative will be paid from public funds, unless:
1. The relative was appointed or employed before the District employee assumed his or her supervisory position, if the relative’s appointment was not unlawful at the time of appointment;
2. The appointee will be compensated from funds designated for vocational training;
3. The appointee will be employed for a period of 12 weeks or less;
4. The appointee is a volunteer as defined by the District;
5. The appointee is the only person available, qualified or eligible for the position;
6. The appointee is eligible or qualified to be employed by the District pursuant to State Office certification if applicable, civil service laws or regulations, or merit system or regulations; or,
7. The Superintendent determines that the employee is the only person available or best qualified to perform supervisory functions for the appointee.

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

_Utah Code Ann. § 52-3-1(2)_

**Acceptance of Employment**

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

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

**Federal Funds**

The rules against nepotism apply to employees paid with public funds regardless of the source of those funds, including employee paid with funds from a federal grant.

**General Exceptions**

This policy on nepotism shall not apply to the employment of a relative if the following criteria are established:
1. Fewer than 3,000 people live within 40 miles of the primary place of employment, measured over all-weather public roads;
2. The job opening has had reasonable public notice; and
3. The relative is the best qualified candidate for the position.

If an appointee is to be hired under this exception, the District shall make a written record of the proceedings in which it was established that the appointee met the criteria of this exception, which record shall include a written statement by the hiring officer certifying that the appointee satisfies the exception, all of which shall be retained in the personnel file of the appointee.
Utah Code Ann. § 52-3-4

Sexual Harassment (DKB)

General Statement of Policy

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

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

The District will act to investigate all complaints, formal or informal, verbal or written, of sexual harassment and to discipline any student or employee who sexually harasses a student or employee of the District.
42 U.S.C. § 2000e et seq.
Utah Code Ann. § 34A-5-101 et seq.

Sexual Harassment Defined

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

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or education environment.
4. Any sexual harassment as defined when perpetrated on any student or employee by any employee will be treated as sexual harassment under this policy.

5. Sexual harassment may include but is not limited to:

   a. Verbal harassment or abuse, including any offensive communication that is sexually degrading or implies sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance or activities; sexual gestures;
   b. Subtle pressure for sexual activity including sexual invitations or requests for sexual activity in exchange for grades, preferences, favors, selection for extracurricular activities, homework, etc.;
   c. Physical contact or closeness that is sexually suggestive, sexually degrading, or sexually intimidating such as the unwelcome touching of another's body parts, spanning, pinching, stalking, frontal-body hugs, intentional brushing against a student's or an employee's body; etc.
   d. Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status;
   e. Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or any unwelcome sexually motivated touching;
   f. Unwelcome gestures that are sexually suggestive, sexually degrading or imply sexual motives or intentions;
   g. Written or pictorial display or distribution of pornographic or other sexually explicit materials such as magazines, videos, films, etc.

Baker v. Weyerhauser Co., 903 F.2d 1342 (10th Cir. 1990)

Reporting Procedures

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

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

1. In Each School Building. The building principal is the person responsible for receiving oral or written reports of sexual harassment at the building level. Upon receipt of a report, the principal must notify the District Human Rights Officer immediately without screening or investigating the report. A written report will be forwarded simultaneously to the Human Rights Officer. If the report was given verbally, the principal shall reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any sexual harassment report or complaint as provided herein will result in disciplinary action. If the complaint involves the building principal, the complaint shall be filed directly with the District Human Rights Officer.
2. **District-Wide.** The School Board hereby designates Human Resource Director as the District Human Rights Officer to receive reports or complaints of sexual harassment from any individual, employee or victim of sexual harassment and also from the building principals as outlined above. If the complaint involves the Human Rights Officer, the complaint shall be filed directly with the Superintendent. The District shall conspicuously post the name of the Human Rights Officer, including a mailing address and telephone number.

3. Submission of a complaint or report of sexual harassment will not affect the individual’s future employment, grades or work assignments.

4. Use of formal reporting forms is not mandatory.

**Confidentiality**

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

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

**Investigation and Recommendation**

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

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

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

The investigation may consist of personal interviews with the complainant, the individuals against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
In addition, the District may take immediate steps, at its discretion, to protect the complainant, students and employees pending completion of an investigation of alleged sexual harassment.

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

**District Action**

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

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

**Reprisal**

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

**Non-Harassment**

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

**Right to Alternative Complaint Procedures**

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

**Sexual Harassment as Sexual Abuse**

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

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

Notice

Notice of the District’s sexual harassment policy shall be communicated to all employees and students.

Report of Sexual Harassment

This form shall be maintained as confidential by the District within the limitations outlined in policy.

Policy Exhibit #1 Report of Sexual Harassment (DKB)

Report of Sexual Harassment

This form shall be maintained as confidential by the District within the limitations outlined in policy.

Name: ______________________
Home Telephone Number: _________________________
Street Address: __________________________________
Employment Position: _____________________________
School: _________________________________________
Street Address: _________________________________

The particulars are (if additional space is needed, attach extra sheets):
Persons Involved:
Description of dates, places and nature of sexual harassment:
Witnesses (if any):
Signature of Complaining Person ______________________
District Employee and Student Relations (DKBA)

Professional and Ethical Relationships

District employees shall maintain professional and appropriate demeanor and relationships with students, both during and outside of school hours, as well as both on and off campus, that foster an effective, non-disruptive and safe learning environment. District employees shall establish and maintain appropriate personal boundaries in teaching, supervising and interacting with students and avoid behavior that could reasonably lead to even an appearance of impropriety.

Therefore, the following prohibitions shall continue to apply for an additional two years after the graduation, or separation from the District, of any student who was enrolled in a District school, including a prohibition during this period on entertaining or socializing with former students in such a manner as to create the perception that a dating or intimate relationship exists.1 Flaskamp v. Dearborn Public Schools, 385 F.3D 935, 944 (6th Cir. 2004)

1 The two-year extension shall apply to all certificated staff, as well as classified staff over the age of twenty-one.

Prohibited Employee Behavior

Prohibited district employee behavior toward students includes, but is not limited to:

1. Flirting;
2. Accepting personal gifts from or giving gifts to students that would suggest of further an inappropriate relationship;
3. Engaging in frequent personal communication with a student (via phone, e-mail, texts, letters, notes, social networking, etc.) unrelated to course work or official school matters;
4. Providing inappropriate physical displays of affection;
5. Making suggestive comments;
6. Dating;
7. Making requests for sexual activity; and
8. Engaging in inappropriate touching or any sexual contact and/or sexual relations

Such behavior is inappropriate and a violation of district policy regardless of whether the student may have “consented”.

District employees are prohibited from dating or engaging in any undue familiarity with students, regardless of the student’s age. Any action or comment by a district employee that would reasonably invite romantic or sexual involvement with a student is in violation of district policy.
Employees are not authorized to allow students in their homes for school-related social activities without prior written permission from the school principal.

**Reporting**

Any district employee who has knowledge of or witnesses any possible occurrence of prohibited employee behavior toward students shall report the incident to the school principal or a District administrator. Anonymous complaints of prohibited employee behavior toward students shall also be investigated by the District. Reports of allegations of prohibited employee behavior towards students shall be promptly investigated and follow the procedures utilized for complaints of harassment within the District, including confidentiality.

If a student initiates inappropriate behavior toward a district employee, that employee shall promptly document the incident and report it to a building principal or supervisor.

**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.

**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 conflicts should occur as close to the original source of the complaint or conflict as possible.

Administrators and members of the Board of Education shall have students, parents, and/or patrons go directly to the staff member about whom they are concerned. Board Members may apprise the Superintendent of concerns which have been brought to their attention after they have referred the individual back to the appropriate staff member.
In cases of violation of state/federal law or violations of school district policy as defined in the certificated handbook sections 3.43 and 3.44 the administrator shall follow district policy and procedure for conducting investigations into the allegations. In any of these types of investigations administrators will not report accusers names to the employee without superintendent approval.

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.

PHYSICAL CONTACT WITH STUDENTS IN DISCIPLINARY SITUATIONS

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

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

1. A school employee may not inflict corporal punishment upon a child who is receiving services from the school, unless written permission has been given by the student’s parent or guardian to do so.
2. Corporal punishment means the intentional infliction of physical pain upon the body of a minor child as a disciplinary measure. (Minors under 18 for a student in the regular program and under 23 for a student who is considered to be disabled)
3. You may use reasonable and necessary physical restraint to:
   a. Defend yourself from physical harm
   b. Obtain possession of a weapon or other dangerous objective in the possession or under the control of a child.
   c. Protect the child or another person from physical injury.
   d. Remove a child who is violent or disruptive from a situation.
   e. Protect property from being damaged.
4. Reporting and investigation requirements for corporal punishment complaints are the same as those used for child abuse and neglect. If a violation is confirmed, school authorities are required to take prompt and appropriate action to ensure against a repetition of the violation.
5. Civil or criminal actions against the individual educator are permitted in cases where corporal punishment is not considered to be reasonable discipline.
The District’s response to any physical contact between a staff member and a student or between students when encouraged by a staff member that can be defined as corporal punishment will be as follows:

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

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

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 or to benefit the family or family members of the educator attempting to gain or share the information or when the information is used to undermine or discredit the student, family, or other staff member.

It is unprofessional to use one’s position as an educator to provide a special advantage or benefit to that person’s child, spouse, family member, or friend.

It is also inappropriate to discuss student behavior, performance, and/or personal issues pertaining to either students or their families in an environment where individuals who do not have a “need to know” may overhear the discussions. This includes sharing or requesting students to share academic and/or citizenship grade in a public forum such as a classroom in a way that would bring embarrassment to any student.
Teaching assistants work under the direction and supervision of a member of the certificated staff. The responsibility to share information to parents or guardians regarding individual students lies with the certificated staff unless directed specifically by an appropriate member of the certificated staff to communicate directly with the parent or guardian. To do otherwise is considered to be unprofessional behavior.

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

**Family Medical Leave Policy (DKC)**

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

**Definitions**

**Eligible Employee**

An “eligible employee” means any classified or certified employee of the District who has been employed for at least 12 months by the District and worked at least 1,250 hours during the immediate 12-month period prior to any request for leave under this Policy.  
\[29 \text{ CFR § 825.110}\]

**Employment Benefits**

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

**Health Care Provider**

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

**Parent**

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

**Son or Daughter**

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

**Spouse**

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

The term “serious health condition” means an illness, injury, impairment, or physical or mental condition that requires:

1. Inpatient care consisting of an overnight stay in a hospital, hospice, or residential medical facility and subsequent treatment; or
2. Continuing treatments by a health care provider, which includes:

   a. Two visits within the first 30 days of incapacity with the first visit occurring during the first 7 days of incapacity;
   b. Periods of inability to work for more than three (3) consecutive calendar days that also involves treatment two or more times by a health care provider or at least one time which results in a regimen of continuing treatment;
   c. Any period of incapacity due to pregnancy or prenatal care;
   d. Any period of incapacity or treatment due to a chronic serious health condition which:

      i. Requires periodic visits, at least 2 visits per year, for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
      ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); or
      iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
   e. A period of incapacity which is permanent or long-term due to a serious health condition for which treatment may not be effective, such as Alzheimer’s disease, severe stroke, or terminal stages of a disease.

29 CFR § 825.114

Eligibility

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

1. The birth of a son or daughter of the employee and to care for that newborn son or daughter;

   a. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work.

2. The placement of a son or daughter with the employee for adoption or foster care;

   a. A father, as well as a mother, can take family leave for the birth, placement for adoption or foster care of a child.

3. A spouse, son, daughter or parent who has a serious health condition; or
4. The employee suffers from a serious health condition that makes the employee unable to perform the essential functions of that employee's position.

An eligible employee is entitled to a total of 26 work weeks of leave without pay during a 12-month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty.

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

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

29 CFR 825.112
29 CFR 825.200
29 CFR 825.122

Concurrent Leave

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

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

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

Foreseeable Leave

An employee shall make a reasonable effort to:

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

29 CFR 825.302

Employer Notification

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

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

Spouses of Employees Employed by the District

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

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

29 CFR 825.202

Required Medical Certification

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

1. The Board hereby designates all qualifying leave as Family Medical Leave.
2. The medical certification shall be provided at least fifteen (15) days after leave is requested or when the employee begins unforeseeable leave.
3. A certification is sufficient if it states:

   a. The date on which the serious health condition commenced.
   b. The probable duration of the condition.
   c. If additional treatments will be required for the condition, an estimate of the probable number of such treatments.
   d. Which part of the definition of "serious health condition", if any, applies to the patient’s condition, and the medical facts which support the certification, including a brief statement as to how the medical facts meet the criteria of the definition?
   e. If medical leave is required for the employee’s absence from work because of the employee’s own condition (including absences due to pregnancy or a chronic condition), whether the employee:

      i. Is unable to perform work of any kind;
ii. Is unable to perform any one or more of the essential functions of the employee’s position, including a statement of the essential functions the employee is unable to perform, based on either information provided on a statement from the employer of the essential functions of the position or, if not provided, discussion with the employee about the employee’s job functions; or

iii. Must be absent from work for treatment.

f. A statement that the serious medical condition prevents the employee from performing the tasks of the position or that requires the employee to attend and care for a son, daughter, spouse, or parent.

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

29 CFR 825.202
29 CFR 825.312

Other Provisions

1. An employee who takes leave in conformance with this policy is entitled to:
   a. Be restored to the position held by the employee prior to leave; or
   b. Be provided an equivalent position in terms of benefits, pay and responsibilities.

2. No benefit accrued prior to taking leave shall be lost as a result of taking leave under this policy

3. The employee shall not accrue any seniority or employment benefits during any period of leave.

4. The District may deny restoration of employment or an equivalent position if:
   a. The denial is necessary to prevent substantial and grievous economic injury to the operations of the District;
   b. The District notifies the employee that it intends to deny restoration when it determines that injury would occur;
   c. The employee elects not to return to employment after receiving notice; and
   d. The employee is among the highest paid 10% of employees of the District.

5. If an employee fails to return to work after leave expires for reasons other than continuation, recurrence, or onset of a serious health condition of the employee, son, daughter, or spouse, then the District may recover the premium paid for maintaining coverage for the employee during the leave period.

29 CFR 825.215
Rules Applicable Near End of School Year

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

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

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

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

If the employee begins leave for reasons other than personal serious health condition during the period that commences three (3) weeks prior to the end of the school year and the leave is greater than five (5) working days, then the employee must continue to take unpaid leave until the end of the school year.

Policy Exhibit #1 Your Rights under the Family and Medical Leave Act of 1993 (DKC)

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Employee Acceptable Use of Electronic Devices (DMA)

Purpose—

District employees’ job responsibilities may require them to use electronic devices or may be more efficiently and effectively fulfilled by use of such devices. District employees may also wish to use electronic devices for personal purposes during work time. However, electronic devices are subject to misuse and in some circumstances can have the effect of distracting and disrupting the employee and others in the school setting and may also lead to the disruption of the educational process. The purpose of this policy is to vest in school and District administrators the authority to enforce reasonable rules relating to electronic devices in the workplace and to establish the framework for acceptable use of such devices. Policy DMB contains additional standards relating to District-owned devices and devices being used to conduct District business.
Definitions—

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

General requirements for acceptable use of electronic devices—

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

Employees shall not use electronic devices in ways that bully, humiliate, harass, or intimidate students, other employees, or other school-related individuals.

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

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

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

Vehicle operation standards—

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

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


**Personally owned electronic communication devices**—

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

Personal electronic communication devices should not be turned on during the employee’s normal duty time to send or receive messages of a personal nature except in emergency situations or with pre-approval from the superintendent or school principal or designee. This includes all times when the employee has direct supervisory responsibility for students or school activities, including after regular school hours (such as at evening school-sponsored events). Personal use of an electronic communication device is allowable during normal break times, lunch times, preparation times, and outside of regular school hours when the employee does not have direct supervisory responsibility. Personal electronic communication devices should not be used during instructional time or at school-sponsored programs, meetings, in-services, conferences with parents or guardians, or any other time where there would be a reasonable expectation of quiet attentiveness.

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


**PERSONAL BUSINESS AT SCHOOL**

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

Acceptable Use of Electronic Communication Devices to Conduct District Business (DMB)

Purpose—

District electronic communication devices shall be used to support the educational and business requirements of the District. District electronic communication devices shall be used in compliance with all applicable federal, state, and local laws and regulations, and in a cost-effective and ethical manner. This policy also applies to usage of private electronic communication devices by District employees to the extent utilized for District business. Failure to comply with this policy may result in suspension of the privilege of using a District electronic communication device, disciplinary action, or both.

Definitions—

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

Eligible Users—

District electronic communication devices are to be used only by District employees. All employees requiring the use of a District electronic communication device shall read this policy and sign the declaration of having done so which is Exhibit 1 to this policy.

Acceptable Use—

District electronic communication devices, or any electronic communication device primarily used to conduct District business, must be used in accordance with the following standards, in addition to those set out in Policy DMA:

\[\text{District electronic communication devices are to be used only for District business. Personal use of these devices is prohibited except in emergency situations or with pre-approval from the superintendent or school principal or designee. In the event personal calls are made or received on a District electronic communication device, including personal emergency calls, the employee must reimburse the District for all costs incurred.}\]

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

2. District electronic communication devices are to be used in an ethical and responsible manner. No employee is to use a District electronic communication device for the purpose of illegal transactions, harassment, obscene or offensive behavior, to access or create pornographic or inappropriate material, for unauthorized access to an electronic network or files (“hacking” or similar unlawful behavior) or other violations of District policies or federal, state, or local laws, regardless of whether the device is located on District property when the misuse occurs or is located elsewhere. Utah Admin. Rules 277-495-4A(3, (5) (April 7, 2013)

3. If the employee assigned to use the District electronic communication device does not return the device and/or related equipment when requested, the employee will be required to reimburse the District for the purchase price of the device and/or related equipment.

4. Employees have no expectation of privacy in using District electronic communication devices. Such devices and all information contained on them may be inspected or searched at any time, either directly or remotely. Employees are prohibited from operating District devices in such a way as to conceal the use which has been made of the device, nor may employees install or permit installation of software or other means to accomplish the same purpose. Employees should be aware that a personal electronic communication device which is used to conduct District business may become subject to public records requests or other legally required disclosure to the extent of such use.

5. District electronic communication devices should be used judiciously during instructional time or at school-sponsored programs, meetings, in-services, conferences with parents or guardians, or any other time where there would be a reasonable expectation of quiet attentiveness.

6. District electronic communication devices are to be used in a safe manner. Employees should not use these devices while operating a non-District motor vehicle except to the extent permitted by governing motor vehicle or other laws. (Restrictions on use of electronic communication devices while operating District vehicles are set out in Policy DMA.)

Misuse of District Owned Electronic Communication Device—

An employee who is issued or provided a District electronic communication device by the District remains at all times responsible for that device. The employee will be held responsible for use or misuse of the device by the employee or by anyone else, except for uses occurring after the employee has given the District notice that the device has been lost or stolen. Consequences of misusing a District electronic communication device may include adverse employment action up to and including termination from employment. Utah Admin. Rules R277-495-4.C(2) (April 7, 2013)
Responsibility for Device Cancellation Charges—

If an employee misuses a District electronic communication device or leaves District employment, the employee may be responsible for fees or charges associated with cancellation of the service contract. If the Superintendent or designee determines that the employee no longer needs a District electronic communication device to perform the employee’s job responsibilities, any fees or charges associated with cancellation of the service contract shall be the responsibility of the District.

Morgan School District
Employer Acceptable Use of Electronic Communication Devices for District Business
Utah Admin. Rules R277-495-4 (April 2013)

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

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

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

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

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

I, ________________________________________, have read and understand the Morgan Acceptable Use of Electronic Communication Devices for District Business policy and agree to adhere to the provisions outlined therein.
Employee Signature ___________________________________________  Date __________

Employee Leave (DN)

**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 employee absence form should be completed when the employee returns to work.

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

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

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

The use of all leave outlined in this section is limited to those days that are part of the regular, 183-day contract. Paid leave cannot be used to cover absences that occur during days allocated for extended contract, professional development, or additional days provided as a substitute for elementary planning.

**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. Annual leave is earned by the Superintendent of Schools and the business administrator as well as a small number of individuals employed in support services.

**BEREAVEMENT**

Each full and part-time employee may be granted up to five (5) days of paid bereavement leave for each request, non-cumulative, in the event of the death of a member of his/her immediate family. For the purpose of this policy, the immediate family is defined as including one’s spouse, parent, child (natural, step or adopted), grandchild, 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-laws, grandparents, and spouse’s grandparents.

Additional days, if necessary, will be deducted from the employee’s personal leave and/or sick leave.

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

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

Employees who are responsible for conducting and/or participating in a funeral shall be awarded bereavement leave for the period of time required to conduct or participate in the funeral. In cases where a student, staff member, former staff member, or a prominent friend of the school has died, the building administrator may use his/her discretion with regards to permitting staff to attend the viewing and/or funeral when the activities are located within the area. In these situations, bereavement leave may also be granted.
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 our employees when unique situations develop after a person has exhausted their personal leave.

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 district when the employee is not the one initiating charges against the district, or the district is not the one initiating charges against the employee, are considered as a paid leave of absence.

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

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

LEAVE WITHOUT PAY

The District employs the best applicants available to do the most effective job in the most efficient manner. When the employees are absent, the best job cannot be completed. For this reason, absences of any kind are discouraged.

For special situations, the District has created a liberal program of paid leave in order to help an employee deal with specific personal and/or family problems.

In special circumstances, employees may have long-term absences and/or a number of short-term absences that force an individual to take leave without pay. In these types of situations, leave without pay is understandable and will be accepted. Chronic leave without pay or leave without a good reason is not acceptable and may be grounds for dismissal.
Employees who are away from their duties without any type of district pay for every work day of an entire month are not entitled to district paid benefits during the month in which this absence occurs unless the absence is due to a work related injury or qualifies under the Family and Medical Leave Act of 1993.

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

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

**LEAVE OF ABSENCE**

An educator who has attained career status with Morgan School District may request Leave of Absence. Provisional teachers are not allowed this request.

Upon request by the career employee and approval by the board, a full-time or part-time employee may take an extended leave for any reason that the employee and the board mutually agreed upon.

Extended leave is designed to cover no more than one (1) full academic year, although the employee may request additional extensions that will be reviewed by the board. Extended leave is without pay and has no district paid benefits.

The Board may reject a request for extended 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.

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

**MILITARY LEAVE**

The District will provide an 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.

Employees on military leave may use their personal days and/or annual leave, where available to maintain their salary through the district. Without the use of personal days and/or annual leave, all military leave is considered to be leave without pay.
Employees may request an extended military leave for the purpose of fulfilling a draft commitment, enlisting in the military service, being called to active duty from a reserve unit or the National Guard, or for advance training. Requests for extended military leave should be made through the superintendent and will be governed by the state and federal laws that exist at the time the leave is granted.

**PARENTAL LEAVE**

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

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

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

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

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

An employee who utilizes all 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.

**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 half-time staff members will be given four (4) 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.

Personal leave can be accumulated to six (6) days. Personal leave that exceeds the maximum 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 building principal. 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 leave 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 reasons 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.

Certificated employees also have the ability to exchange 4 (four) sick leave days for personal days as per a 2014 negotiated agreement.

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

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.

SICK LEAVE

Regular full and half-time employees who are members of the certificated staff receive eight (8)* 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. (Exceptions will be granted to returning teachers in unusual situations where their return is assured).

A sick day is equal to the number of hours the employee works during a normal day. Sick leave is accumulated with no maximum.

Sick leave may be used by the employee 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 said absence is covered by some type of paid leave.

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 employee who has suffered an extended illness that carries into the summer months may be required to provide the district with a written statement from a mutually agreed upon health care provider regarding the probability of the employee’s ability to return to work in the fall.

The statement may be required any time after July 14. If the employee is unable to produce said statement, the District is authorized to hire a replacement for the upcoming school year. The employee would be placed on a long-term leave of absence not to exceed one year. The employee would not be permitted to draw from the sick leave bank when on a long-term leave of absence.

Employees 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 staff.

Twenty-nine (29) percent of a maximum of 190 accumulated unused sick leave will be paid to the employee upon either approved retirement or disability (29% of 190 days equals a maximum of 55 days at a percentage of the individual’s daily rate as determined by their attendance history).

**SICK LEAVE BANK**

Members of the certificated staff may participate in the sick leave bank program. 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.

A person must donate to the program before they may participate in the sick leave bank benefits. The sick leave bank is not allowed to accumulate a balance that exceeds 180 days from one fiscal year to the next.

When a balance does exceed the 180-day maximum at the end of a given fiscal year, the excess 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.

In years when there is no/little use of the sick leave bank and the accumulation exceeds the 180-day maximum, your donation will be partially/fully refunded.
SICK LEAVE BANK SUMMARY

Participants in the Sick Leave Bank

Participation in the sick leave bank is limited to members of the certificated staff who choose to donate days during any given contract year. To be eligible to participate, an employee must donate a minimum of one (1) day to the bank on/or before September 1, of a said contract year.

If a person is hired after September 1, of a said contract year, the donation must be made within thirty (30) calendar days of their employment. A member of the certificated staff may donate a maximum of three (3) days during any given year unless there is a call for additional days made due to an emergency.

Active participation 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 their dependent children living within their immediate household requires the employee to be away from work longer than the number of days that they have accumulated in their personal leave accounts.

Before an employee can draw upon the sick leave bank, they must have used all paid leaves (sick, personal, and annual where given) that are available to them 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 days.

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 long-term disability program. Injuries that are covered by the district workers compensation program are not eligible for coverage nor are absences associated with a normal pregnancy and delivery. Complications experienced during pregnancy and delivery are considered to qualify for coverage through the sick leave bank.
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.

Accessing the Benefit

Active participants in the program will access the benefit by making formal application for consideration through the president of the Morgan Education 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. Requests can be submitted before the employee runs out of accumulated leave.

Utilization Maximums

An individual employee is limited to a maximum of one hundred twenty (120) days of paid leave through the sick leave bank during any one given contract year. An individual employee is limited to a lifetime maximum of one hundred eighty (180) days of paid leave through the sick leave bank.

Both 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 upon 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. 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 into 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 contract year may exceed one hundred and eighty (180).
Any balance that exceeds the 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.

If at any time in the future, the program is dissolved, the sick leave bank committee will be responsible for proposing to the board a method for the distribution of the days in the bank to those who are or have been participants.

**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 decision of the sick leave bank committee is 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 Education Association who will be responsible for the development of a hearing panel.

The sick leave bank committee is composed of four individuals. Three individuals are to be appointed by the president of the Morgan Education Association while the Superintendent of Schools appoints one member.

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 determinations, and communicates the program to the staff including the yearly solicitations for donations.

The district office will maintain attendance records and complete donations when provided 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.

**SICK LEAVE BUY OUT**

Twenty-nine percent (29%) of an individual's unused sick leave will be paid to the employee if their application for disability or state retirement is approved. The maximum number of days that can be “bought out” is fifty-five (55). The salary that is paid for each day that is “bought out” is dependent upon the individual's attendance record with the district.
The following scale will be used:

1. 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.
2. 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.
3. 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.
4. 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 is paid using The Indexed Salary Schedule.

The stipend associated with sick leave buy out will either be paid into a medical savings account or deposited into a 401(k) or 403(b) programs. 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 upon.

APPENDIX

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 the employee’s health savings account. The amount is: $1,525 for a family and $915 for a single person.

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 a 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 sometime in the future including during their retirement years.
LIFE INSURANCE/LONG-TERM DISABILITY

The District provides each member of the certificated staff who meets the qualifications for health insurance with a $50,000 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 consecutive 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. You are still eligible for life insurance, employee assistance program, and long-term disability if you’ve waived your health insurance, but you must notify the business office of your intention to take advantage of either or both programs.

SUBSTITUTE COMPENSATION

Substitutes are paid as follows:

Individuals with current certificates..............$60
Individuals with no certificate but have a college degree............... $57
All other.................. $55
### 2014-2015
### TEACHER SALARY SCHEDULE
### MORGAN SCHOOL DISTRICT

<table>
<thead>
<tr>
<th>STEP</th>
<th>A BA</th>
<th>B BS20</th>
<th>C BS30</th>
<th>D BS40</th>
<th>E MS/Cert</th>
<th>F MS+30</th>
<th>G PHD/EDD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>33,576</td>
<td>34,751</td>
<td>35,192</td>
<td>35,632</td>
<td>36,607</td>
<td>37,842</td>
<td>40,639</td>
</tr>
<tr>
<td>2</td>
<td>34,090</td>
<td>35,298</td>
<td>35,706</td>
<td>36,146</td>
<td>37,321</td>
<td>38,496</td>
<td>40,553</td>
</tr>
<tr>
<td>3</td>
<td>34,602</td>
<td>35,817</td>
<td>36,276</td>
<td>36,731</td>
<td>37,947</td>
<td>39,163</td>
<td>41,290</td>
</tr>
<tr>
<td>4</td>
<td>35,618</td>
<td>36,875</td>
<td>37,346</td>
<td>37,813</td>
<td>39,072</td>
<td>40,330</td>
<td>42,530</td>
</tr>
<tr>
<td>5</td>
<td>36,622</td>
<td>37,918</td>
<td>38,405</td>
<td>38,860</td>
<td>40,189</td>
<td>41,464</td>
<td>43,755</td>
</tr>
<tr>
<td>6</td>
<td>37,233</td>
<td>38,805</td>
<td>39,102</td>
<td>39,508</td>
<td>40,823</td>
<td>42,245</td>
<td>44,563</td>
</tr>
<tr>
<td>7</td>
<td>38,426</td>
<td>39,792</td>
<td>40,306</td>
<td>40,820</td>
<td>42,189</td>
<td>43,558</td>
<td>45,652</td>
</tr>
<tr>
<td>8</td>
<td>39,596</td>
<td>40,979</td>
<td>41,510</td>
<td>42,039</td>
<td>43,455</td>
<td>44,868</td>
<td>47,336</td>
</tr>
<tr>
<td>9</td>
<td>40,706</td>
<td>42,186</td>
<td>42,715</td>
<td>43,261</td>
<td>44,721</td>
<td>46,181</td>
<td>48,737</td>
</tr>
<tr>
<td>10</td>
<td>41,658</td>
<td>43,352</td>
<td>43,916</td>
<td>44,480</td>
<td>45,897</td>
<td>47,404</td>
<td>50,129</td>
</tr>
<tr>
<td>11</td>
<td>42,988</td>
<td>44,539</td>
<td>45,121</td>
<td>45,702</td>
<td>47,253</td>
<td>49,880</td>
<td>51,522</td>
</tr>
<tr>
<td>12</td>
<td>44,128</td>
<td>45,726</td>
<td>46,325</td>
<td>46,824</td>
<td>48,520</td>
<td>50,118</td>
<td>52,011</td>
</tr>
<tr>
<td>13</td>
<td>45,208</td>
<td>46,913</td>
<td>47,527</td>
<td>48,144</td>
<td>49,785</td>
<td>51,428</td>
<td>54,304</td>
</tr>
<tr>
<td>14</td>
<td>46,113</td>
<td>48,102</td>
<td>48,731</td>
<td>49,368</td>
<td>51,052</td>
<td>52,744</td>
<td>56,696</td>
</tr>
<tr>
<td>15</td>
<td>50,585</td>
<td>52,318</td>
<td>52,954</td>
<td>54,594</td>
<td>57,089</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>53,540</td>
<td>55,240</td>
<td>56,119</td>
<td>57,867</td>
<td>60,203</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>57,077</td>
<td>59,077</td>
<td>61,079</td>
<td>63,079</td>
<td>65,079</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Pay Beyond the Salary Schedule
$750 Addendum yearly for ED S or 2nd Master's Degree in an area related to their job skills as an educator

$300 Addendum for Basic Reading Endorsement / $500 for Advanced Reading Endorsement
$300 Addendum for Elementary teachers with an Elementary Math or Math Level 1,2,3,4 Endorsement