MORGAN COUNTY SCHOOL DISTRICT

Employee Handbook

2026-2027

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About This Handbook

This District Employee Handbook is an administrative document developed and maintained by the Superintendent or designee to implement personnel policies and applicable law. Revisions to this handbook may be made administratively as necessary, provided that no revision shall supersede Board policy or alter matters requiring Board approval under state law, Board policy, or employee contract.

In the event of a conflict between this handbook and Board policy, Board policy shall govern. This handbook shall be interpreted in a manner consistent with applicable federal and state law.

This handbook is intended as a guide for employees. It does not create a contract of employment or alter the terms and conditions of employment except as required by law or by an applicable written employment agreement.

Superintendent's Message

Welcome to Morgan County School District. If your needs are not being met, please let me know. Together, we can find solutions.

This handbook has been created to serve as a resource for answering your questions and concerns related to employment matters.

The success of our district depends on clear roles, shared responsibilities, and a commitment to working together:

- The Morgan County School Board of Education establishes policy.
- The Superintendent is an agent of the Board and implements policy while managing the district's operations.
- The District Business Administrator manages the district budget and financial operations under the direction of the Superintendent.
- Principals manage school operations. They are direct supervisors with authority over the entire school's operation. Members of the certificated staff and educational support professionals who work in a specific building are accountable to the principal of that building.
- District-level directors and cabinet members all serve under the direction of the Superintendent in collaboration with school principals.

This approach helps the school district run efficiently and purposefully.

I appreciate your willingness to work and serve the students of Morgan County School District. Our combined professionalism and dedication will produce positive learning outcomes for students in our community.

Please feel free to contact me at any time.

Sincerely,

Dr. Andy Jensen
ajensen@morgansd.org

Section 1: Employment

Agreements

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

Assigned Hours (ESP)

Each education support professional (ESP) is allocated a set number of hours in the personnel budget. When those hours are exceeded, the district experiences an unexpected budget shortfall. Employees are to remain within the number of hours per week/year allocated for their position.

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

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

When an ESP is called into work at a time outside of their normal work schedule, they will be guaranteed a minimum amount of time with regard to payroll.

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

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

Breaks (ESP)

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

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

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

1. Employees on break are not required to “punch out” on the time clock.
2. Breaks should not exceed 15 minutes.
3. A morning and afternoon break are not to be linked together to create a “paid” lunch.

4. Those working less than four (4) hours per day do not qualify for a "break," although they are permitted time to address issues associated with the second paragraph in this section.
5. During a break, an employee remains "on call" and is required to respond to responsibilities associated with their work.

Lunch

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

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

Compensation Time (ESP)

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

Time worked that exceeds 40 hours of actual labor between 12:01 a.m. on Monday and midnight on Sunday is credited at a ratio of one (1) hour worked to one and one-half (1.5) hours of comp time.

Employees are limited to their regular allotment of hours unless their immediate supervisor approves an emergency.

When comp time is necessary and has been approved, it should be used as soon as possible after the time in which it was given. When this is not realistic, it should be used during the same pay period in which it was earned.

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

Complaints

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

The administration's basic philosophy is that complaints and/or resolutions of conflicts should occur as close to the original source 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 that have been brought to their attention only after they have referred them back to the appropriate staff member for resolution.

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

While professional behavior encourages staff members to address concerns directly with one another, an employee is not required to address an issue directly if doing so could create a hostile situation, escalate the problem, or compromise confidentiality. In such cases, the employee may bring the matter to a supervisor or administrator instead. The supervisor may determine appropriate next steps, which could include mediation, guidance, or other measures to resolve the concern.

Retaliation toward and/or discrimination against any student is prohibited.

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, it 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.

Conflict of Interest

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. Each day, give them to the school secretary 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.
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 purchased 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 "legislative money."

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

Accommodations for Employee Religious Belief or Conscience

District employees may request to be relieved from performing a specific job task if it conflicts with their sincerely held religious beliefs or moral conscience, in accordance with *Board Policy: Accommodations for Employee Religious Belief or Conscience*. Requests must be submitted in writing to the Employment Services and Compliance Director. Accommodations will be granted unless they impose an undue hardship on district operations or violate an existing legal obligation. All requests and responses are classified as private records under GRAMA.

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.

Utah Code § 20A-14-202(3) (2003)

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.

Copies of Contracts Provided to the 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.

Written Verification by Employee

The employee who engages in any private but public education-related activities shall provide a written disclosure to the district, which states as follows:

> 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

Consultation/Negotiation Governance

The Board has the power to manage and govern the public schools of the district.

Utah Code Ann. § 53A-3-402 (2014)

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 of 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)

Salary and Benefits Committee

Certified employees and education support professionals (ESPs) are combined into a single body for the purpose of overseeing salary and benefits decisions. Both recognized organizations have fewer than a majority of employee members, and as such, the composition of the committee will include the following representatives:

Organization	Representative(s)
Morgan Education Association (MEA) President	1
Non-Affiliated Teacher	1 (Superintendent appointment)
MEA School Representatives	5 (one from each building)
Educational Support Professionals	
Custodian	1
Food Service	1
Paraprofessional	1
Secretary	1
Transportation	1
Administrative Representative	1
Superintendent	1
Business Administrator	1

Board member	1
Total	16

Corrective/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.

Causes for Corrective/Disciplinary Action

Over the years, situations may arise where an employee becomes involved in corrective or disciplinary action. In some cases, the disciplinary action results 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 into the more common issues.

1. Any material violation of *Board Policy: Code of Conduct* or other Board policies,
2. Job performance, including an inability to get along with students, parents, administration, and/or peers
3. The inability to document increased student performance from the time a student enters the class until the time that a student exits the class
4. Providing false information on the initial application
5. Negligence, incompetence, inefficiency, insubordination
6. Refusal to accept a reasonable or proper assignment
7. Misappropriation and/or the inability to account for funds
8. Improper use of or unlawful conversion of state property, equipment or funds
9. Physical or mental incapability for performing assigned duties
10. Violating appropriate testing protocol for the administration of a student test
11. Consistent and/or willful violation of safety rules and regulations
12. Repeated failure to be at work on time
13. Habitual absenteeism
14. Repeated failure to call in when absent or tardy
15. Possession of a weapon(s) on school property without a concealed weapons license
16. Unauthorized disclosure of confidential information from school records
17. Inability to obtain or retain an appropriate certificate, license, or endorsement
18. Frequent use of abusive, profane, or foul language
19. 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. Memo of concern
2. Written reprimand
3. Performance contract
4. Leave with pay
5. Leave without pay
6. Non-renewal of contract
7. Probation

8. Immediate dismissal/termination
9. Referral to the Utah Professional Practices Commission

The correction or discipline used will be based on the severity of the situation and the employee's past record. The level of due process provided to the staff member is based on the severity of the situation, the type of discipline that has been established, and the employee's career or provisional status.

Minimal due process provides an employee with the opportunity to hear the charges being made and respond to those charges. 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.

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.

District Reports to Utah State Office of Education

The Superintendent or Employment Services and Compliance Director shall report the conviction, arrest, or offense information received from licensed educators to the Utah State Office of Education ("USOE") within 48 hours of receipt of information from licensed educators.

Corrective/Discipline Procedures

The normal routine for corrective or disciplinary action of a regular employee is as follows (Procedures may vary depending on circumstances):

1. Upon determination of the unsatisfactory performance of an employee, the building principal and/or area supervisor will immediately meet with the staff member. The supervisor will describe the area of unsatisfactory performance and verbally indicate what steps must be accomplished to correct the situation and what the expectations are. Written documentation as to the date of the incident, specific problems, and steps to correct the situation and expectations will be placed in the employee's personnel file. The employee will have the right to review the written documentation and sign it indicating that he/she has had a chance to read the document entering his/her file. If the employee disagrees, he/she may have a rebuttal attached to the document and entered into his/her personnel file.
2. When performance continues to be judged unsatisfactory and/or is in violation of policy in relation to the area of the corrective or disciplinary action previously taken, the building principal and/or area supervisor and the Employment Services and Compliance Director will meet with the staff member. An advocate of his/her choice may accompany the staff member. The staff members shall be placed on a performance contract for a period of not more than 120 days. The performance contract will be used as a tool to help emphasize and clarify employee responsibilities and areas of needed improvement, identify assistance, and specify areas and levels of performance and evaluation. Following the

conclusion of the performance contract, an evaluation will be made part of the employee's personnel file after he/she has had an opportunity to review the content of the evaluation.
3. The employee may be suspended with or without pay any time his/her performance does not meet the requirements of the performance contract.
4. At the conclusion of the period identified in the performance contract, the employee will either be non-renewed, dismissed, or returned to regular status.

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

Dress

When performing job responsibilities, employees are to be neat and clean and conform to acceptable community standards. The district has the authority to set dress standards and/or address specific concerns with individual employees. Dress should not distract from the learning environment or compromise the safety of students and/or employees.

Drug Testing

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

49 USCS § 31306

All employees of the district who are required by their job duties to obtain and maintain a commercial driver's license or who will be employed in a safety-sensitive position as defined in this policy must, as a condition of initial and continued employment within the district:
1. Abide by the provisions of the district Drug Policies;
2. Notify the district transportation supervisor of any criminal drug or alcohol-related conviction no later than five (5) working days after such conviction;
3. Notify the transportation supervisor of any revocation or confiscation of the commercial driver's license;
4. Consent to the district releasing to any other school district records of a positive test or a refusal to be tested.

Confidentiality of Drug Tests

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

Drug Tests to be Conducted

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

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

Reasonable Suspicion Documentation

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

Safety Sensitive Position

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

Verification of Drug Tests

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

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

Positive Drug Test of Safety-Sensitive Position While on Duty

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

Positive Drug Test of Other Employees

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

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

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

Drug Test Procedures

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

Compensation for Drug Test Time

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

The district shall bear the costs of all sample collection and testing for alcohol or drugs at the request of the district, including any costs for transportation to the test site if conducted at a place other than the workplace.

Duty to Report Workplace Discrimination or Civil Rights Harassment

If any district employee 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 Title IX coordinator or their immediate supervisor. Reports will be handled as confidentially as reasonably possible, consistent with applicable law and the District's obligation to investigate and respond appropriately.

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)

Employee Associations

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.

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.

Deductions for Political Purposes Prohibited

The District may not deduct any amount from an employee's wages that 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;
- 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 when employing personnel, either by individual contract or collective bargaining.

Morgan Education Association

The Morgan Education Association (MEA) is an association that participates in the Morgan County School District Salary and Benefits Committee and performs union duties.

Association Leave

The district may allow up to two (2) days of paid association leave for the association president or designee. The district shall 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;
   c. Initiate, draft, and solicit signatures for or advocate for or against a ballot proposition as defined by § 20A-1-102
2. The employee is serving on a board or committee;
3. The employee is at a school district leadership meeting;
4. The employee is at a workshop or meeting conducted by the district 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;
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.

Employment Procedures/Contract Status

Employee Selection

Selection of new employees may involve the building principal, school community council members, teachers, supervisors, related staff members, students when appropriate, and when needed, a member of the Board of Education. 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.

A new employee may be required to undergo a physical examination to demonstrate his/her ability to complete all the tasks associated with his/her job description. Bus drivers are required to pass a physical examination every other year to gain and maintain their positions within the district. They are also required to demonstrate their physical ability to carry out certain functions that are inherent to their position. By law, bus drivers must submit to a drug testing program to maintain 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.

Employment Contract

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 (5) 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.

Provisional Contract Employees

Provisional employees are those who have completed less than three full years of consecutive employment with the Morgan County School District. They are provisional during the first three (3) years, and continued employment is "at the will" of the Board and administration.

Extension of Provisional Period (Teachers Only)

The Board of Education believes that the most important factor in a student's education controlled by the district is the quality of teachers 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 its designee may extend the provisional period from three (3) years to as many as five (5) 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 Alternate Pathway to Professional Educator License (APPEL) 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 the building principal that does not provide the principal making the recommendation for career contract status two (2) 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 Professional Educator 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, Business Administrator, and all administrators who 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.

The Board does not intend to create a "right" to an extended provisional period for an employee. A provisional 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 provisional 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 a Provisional Employee

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

Under normal circumstances, a provisional employee must receive a minimum of two months' notice before the end of the individual's contract that they will not be offered a contract or renewed for a subsequent term of employment.

Utah Code 53A-8-104

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

Career Employees

Provisional employees will be evaluated for career status during their third full year of continuous employment by the Morgan County School District. Upon being offered employment for the next ensuing year, the individual staff member shall be placed on a career status unless the provisional status has been extended. Teachers' provisional status may be extended for five (5) years. ESPs are not offered provisional extensions.

Once on career 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 terminating the agreement, the employee must be notified at least 30 days before the notice of intent not to renew the contract is issued.

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 because 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 employee 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 a career employee must be served by personal delivery or certified mail. It must show a date and contain a clear and concise statement that the individual's employment 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 (2) 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 implementation, must approve job share opportunities and arrangements.

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

The part-time employee must be under contract for at least 50 percent of the instructional day to be eligible for 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, the district must employ temporary teachers to fill vacancies 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 certificated staff members are used to fill vacancies created by leave of absence or long-term illness.

A certificated staff member who is on temporary assignment 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 certificated 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 certificated employee in the future. Time spent as a temporary certificated employee does not count for seniority and will not be used to establish an employee's hire date.

Temporary certificated 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 certificated employee is automatically terminated at the end of the school year unless the district rehires them.

Educational Support Professionals (ESP)

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

Educational Support Professional – Classification

In Morgan County School District, there are five (5) ESP classification types:

1. Full-time 12 Month Employees: Individuals who are employed under a job description for 241-260 days of operation in the district, eight (8) hours per day.
2. Full-time Employees: Individuals who are employed under a job description for 178-260 days of operation in the district, six (6) or more hours per day.
3. Part-time Employees with no benefits: Individuals who are employed less than 30 hours per week and do not receive any employee-paid benefits**.**
4. Temporary Employees: Persons employed under a specific job description for specific reasons and a specific length of time not to exceed the last day of the current fiscal year. No temporary assignment will last longer than one (1) full fiscal year. Temporary

employees receive no insurance benefits, have no paid leave or holidays, and do not gain seniority.

5. Substitutes: Substitutes fill an identified job on a daily basis as needed. No benefits are available. Individuals serving as substitutes do not gain seniority, nor do they gain credit on the salary schedule for future employment. Substitutes are not considered to be employees of the district.
6. Employees scheduled to work 20 hours or more and less than 30 hours per week will be eligible for Utah State Retirement and Paid Time Off effective September 1 of the school year; they will have three (3) consecutive years of service by October 31. Paid time off will be 12 days at five (5) hours per day (60 total).

No Implied Contract Rights

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

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

Ethics Policy – Education-Related Activities

All staff members must adhere to the highest standards of professional ethics, personal boundaries, and conflicts of interest. All rules regarding students' right to privacy, professional boundaries, inappropriate gift-giving, and favoritism are strictly governed by *Board Policy: Code of Conduct* and federal/state law. The guidelines below serve as the district's administrative regulations governing staff participation in private, compensated, education-related activities (such as tutoring, lessons, camps, or clinics)

Definitions

"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.

"Extracurricular activities" means activities for students that are recognized or sanctioned by the school or district. These activities may supplement or complement the school's required program or regular curriculum but are not an official part of it. The district may or may not sponsor extracurricular activities directly.

"Private but public education-related activities" means any type of activity in which an educator participates and in 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
e. Travel Opportunities

Teaching assistants work under the direction and supervision of a member of the certificated staff. The certificated staff is responsible for sharing information with parents or guardians regarding individual students unless directed specifically by an appropriate member of the certificated staff to communicate directly with the parent or guardian. Doing otherwise is considered unprofessional behavior.

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

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.

1. 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;
    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 three 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 requirements of the Federal Educational Rights and 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;
    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 are consistent with the policy;
3. Discuss the private activity with students or parents, but only outside of the classroom and during the regular school day;
4. Use directories that are available to the general public to identify prospective clients, such as high school phone directories, which are distributed or made available to the public;
5. Use student or school publications where commercial advertising is allowed to advertise and promote 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, 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 school or district does NOT sponsor the activity.
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.

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)

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.

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 used during the employee's normal duty time to send or receive messages of a personal nature except in an emergency.

Employees should be aware that any personal electronic device used to conduct school district business may become subject to public records requests (GRAMA) or other legally required disclosures to the extent of such use, in accordance with *Board Policy: Employee Acceptable Use of District Electronic Devices*.

Firearms

Control of Dangerous Materials and Firearms on District Property

No district employee, no student, or any other person shall possess a firearm, weapon, explosive, flammable material, or other material dangerous to persons or property on or about school premises or other district buildings or property, with the exception of:

1. Law enforcement officers;
2. Dangerous materials used for authorized purposes in connection with a lawful activity or when the item or material is present or to be used in connection with a lawful, approved activity and is in the possession or under the control of the person responsible for its possession or use (e.g., chemicals in a chemistry class, knives in a family and consumer science class);
3. Concealed Weapons Permit Holders as per Utah Code 53-5-704
    a. General Public Concealed Weapons Permit Holders
    Morgan County School District does not accept liability or responsibility for any person's decision to carry, use, or threaten the use of a weapon. Any and all demands, liabilities, claims, damages, actions, or proceedings in law or equity, including attorney's fees and costs of suit, relating to or arising out of a person's decision to carry, use, or threaten the use of a weapon will be the sole responsibility of that person without any recourse to or liability protection from or through the district.
    b. District Employee Concealed Weapons Permit Holders
    An employee's decision to carry, use, or threaten the use of a weapon is outside the scope of the employee's employment. Using school property to cover, hide, or secret a weapon is prohibited.
    c. Employees are responsible for securing their concealed weapons and are subject to corrective action/discipline for mishandling a firearm/weapon, placing students at possible risk.

Food Service – Clothing Allowance

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

Grievance Procedures

Definition

A grievance is a claim by an employee that a district policy, handbook provision, administrative procedure, employment contract, or applicable law or regulation has been violated, misinterpreted, or inequitably applied, resulting in a direct adverse effect on the employee.

Exclusions

The following complaints, appeals for resolution, or grievances are specifically excluded:

- Disciplinary actions, nonrenewal, termination, suspension, or other employment actions for which a separate appeal process is provided by law, district policy, or administrative procedure.
- Complaints regarding educator evaluations or performance reviews.
- Employee evaluations, performance reviews, improvement or growth plans, probationary actions, or corrective action plans.
- Reduction in Force (RIF) decisions and necessary staff reductions.
- Job classification, salary placement, compensation determinations, benefits determinations, and other employment matters administered by the Employment Services and Compliance Department, unless a violation of district policy, contract, law, or established procedure is alleged.
- Voluntary or involuntary requests for transfer, assignments, reassignments, classroom reassignments, grade-level assignments, or work locations.
- Any other matter where the subject and applicable appeal process is specifically identified in another district policy.

Purpose

The purpose of grievance procedures is to secure, at the point of origin and at the most informal level, equitable solutions to the problems which arise.

Representation

The District, the employee, and a representative of the employee will cooperate in the investigation of any concern. It will be the employee's responsibility to notify a representative. A representative may attend any meeting or informal discussion under this section. Any employee has the right to have a representative of choice at all meetings and all informal discussions under this section. Representatives may provide support and consultation; however, the employee remains responsible for presenting the grievance and participating in discussions regarding its resolution.

Steps

Step 1 Informal Discussion with Individual:

- A grievance must be filed within 30 calendar days of the incident, or if the grievance includes an accumulation of incidents, 30 calendar days of the most recent incident, although an investigation may include all prior incidents that are relevant to the grievance.
- If the grievance involves another individual who is not the employee's supervisor, the employee should first discuss the concern with that individual directly in an attempt to resolve the matter.

Step 2 Informal Discussion with Supervisor:

- If the employee cannot resolve the grievance directly with the individual or if the grievance does not involve another individual, the employee will discuss the concern with the employee's supervisor, with the objective of resolving the matter informally.
- If the grievance is with the employee's supervisor, the employee may bypass Step 2 and proceed directly to Step 3.

Step 3 Formal Grievance

- If the concern remains unresolved after the informal discussion process, the employee may initiate a formal grievance by submitting a written letter of concern to the Director of Employment Services and Compliance within 10 district business days following the informal discussion.
- The written letter shall include:
  - A description of the concern or alleged violation;
  - The facts supporting the grievance; and
  - The remedy or resolution requested by the employee.
- The employee may be assisted by a representative of the employee's choosing. The employee remains responsible for presenting the grievance and participating in the grievance process.
- Thereafter, as soon as possible, the employee and representative, if desired, shall meet with the Employment Services and Compliance Director to discuss any possible resolution to the concern. The Employment Services and Compliance Director may gather additional facts as necessary, and may also meet with the other party if there is more than one party involved in the dispute. The Employment Services and Compliance Director will issue a written response within 10 district business days of receiving the written letter of concern.
- If the grievance concerns the actions, conduct, or decision of the Director of Employment Services and Compliance, the employee shall bypass Step 3 and submit the letter directly to the Superintendent for review.

Step 4 Final appeal to Superintendent or Designee

- If the employee is not satisfied with the written response from the Employment Services and Compliance Director, the employee may submit a written appeal to the Superintendent within five (5) district business days of receipt of the response. The Employment Services and Compliance Director will furnish the Superintendent with all written correspondence specific to the grievance, and the Superintendent will review both the appeal and the written response. At the Superintendent's discretion, the Superintendent may meet with the employee and any other party involved in the dispute. Within 10 district business days, the Superintendent will issue a written decision in response to the grievance. The Superintendent's written decision is the final administrative action.
- The Superintendent may designate another administrator to review the appeal.

Miscellaneous Grievance Provisions

Failure of an employee to comply with the timelines established in this procedure will result in the grievance being withdrawn.

Timelines may be extended by the District for good cause as determined by the Superintendent.

No person shall suffer recrimination or discrimination because of participation in this grievance procedure.
Confidentiality will be observed in accordance with Utah law.

Nothing contained herein shall be construed so as to limit in any way the ability of the District and the employee and others to resolve any grievance, mutually and informally.

Written notice of responses or decisions under this grievance procedure may be delivered electronically or in hard copy.

Letters of Recommendation and Employee References

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 may be provided that 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. Job performance;
3. Any statements in the employee file regarding professional conduct;
4. Any reasons stated for termination of employment or probation;
5. Any statements regarding sexual harassment or conduct that may be criminal in nature if charges were actually filed

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. The district has a Public Information Officer (PIO) who manages media contacts and content.

Notification of Continued Employment (ESP)

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

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

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

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

Orderly School Termination for Employees

Refer to *Board Policy: Orderly School Termination for Employees*

Personal Business at School

1. Never use the school's equipment and/or supplies for 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 is 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.

Personnel Files

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

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

The district also reserves the right to have the Superintendent, business administrator, or a district-level secretary present when an employee reviews the content of their file.

Challenges to materials in the file are made directly to the Superintendent. An appeal regarding any decision that the Superintendent makes on a personnel file is possible through the Board. The appeal must be requested within 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.

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 (5) years removed. It is the Superintendent's decision whether to remove said files.

An employee may request that any information in their personnel file be sealed in an envelope 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.

Physical and Mental Examinations

The district may require an applicant for employment 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 district may cover the expense of such an examination. 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 a legitimate need to know the test result in order to provide for the health care provider's protection and welfare;
7. Persons or entities or classes of persons or entities authorized by a written release signed by the applicant or employee

Transportation Physicals

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

Planning Time

Elementary and secondary teachers will be given planning time during the regularly 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 because of school activities, drills, or unforeseen events. At this time, "Skill Instructors" will assist the administration in scheduling internal planning time for elementary teachers.

Reduction in Force

The Board of Education acknowledges the potential necessity of a reduction in force (RIF) in response to budgetary constraints, declining enrollment, or other operational needs that require the elimination, combination, or modification of programs or positions. If a reduction in force becomes necessary, the process will be guided by specific criteria to promote fairness and transparency while supporting student growth and district priorities.

Delegation

The Board of Education delegates to the Superintendent the duty to identify which programs or positions should be eliminated, combined, or modified whenever a reduction in force becomes necessary.

Criteria

When determining which programs or positions to eliminate, combine, or modify, the following criteria may be considered:

1. Results of formal performance evaluations or other measures of performance and/or conduct, such as but not limited to:
    a. History of corrective actions or disciplinary measures, including documented patterns of concern (e.g., conversations and emails, memos, reprimands, suspensions).
    b. Decrease in student enrollment in a teacher's class.
    c. Documented requests from students or parents to transfer out of a specific teacher's class.
2. A school's personnel needs.
    a. Class size falling below established district thresholds.
    b. Complaints from staff members or parents regarding a teacher.
    c. Alignment of staff roles with the school's priorities and needs.
    d. Relevant credentials or specific certifications held by the employee/teacher.

A district-level RIF committee (Superintendent, Business Administrator, Director of Employment Services and Compliance) reviews documentation.

Necessary Reductions

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

1. Declining student enrollments in the district, a specific school, or a program.
2. Discontinuance of a particular service or program.
3. The shortage of anticipated revenue after budget adoption.
4. School consolidation or restructuring.

The Superintendent identifies and documents the need for a RIF based on one or more of these factors. The rationale is presented to the Board to initiate the RIF process.

"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 terminating an employee who started working for the district most recently before terminating a more senior employee.

Notifications

- The Superintendent notifies the Board of personnel transfers and/or terminations/resignations/retirements.
- Notice is issued to each affected employee at the conclusion of the RIF review.
- Affected employees are notified in writing.

Resignation

Certified/Contracted Employees

Resignations during a regular contract year will only be accepted in unusual situations and when an adequate replacement can be located. The district's priority must be 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 as soon as possible.

All district leave will be prorated for individuals who 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 on the payday immediately following their resignation and/or termination if it occurs during 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.

Classified/Educational Support Professional

An ESP must give written notice of resignation 14 days before the final day of intended employment. An early resignation may be granted, provided a suitable replacement can be secured.

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

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

Retirement

The Board shall not require the retirement of any employee based on age except pursuant to a valid district retirement program. The Utah Retirement System recognizes only two dates during any given month when a person can "officially" retire: the first and the sixteenth.

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.

Social Security

The federal Social Security system also covers every district employee to the extent provided for by law.

Early Retirement

Employees who have worked a minimum of their last 10 consecutive years with the district and qualify for full retirement through the Utah Retirement System for 30 years qualify for the district's early retirement program.

The program provides the employee with an annual stipend equal to 50 percent of the difference between the employee's current base salary and the district's base salary for the employee's position. This stipend is paid for either three (3) years or until the employee qualifies for Medicare, whichever comes first.

The district will also offer health insurance single coverage (employee premium to be paid by retiree) 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 will either be paid into a medical savings account or deposited into a 403(b) program. The decision will be made after an interview with a district consultant.

Payments into a retired employee's medical savings account fund or 403(b) program 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 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 under the provisions of the early retirement program reaches the age where they are no longer eligible for the early retirement incentive grant or single-party insurance, their benefits for that year will be prorated.
3. A person becomes eligible for Medicare on the first day of the month in which they turn 65. District-paid health insurance ends on the last day of the month preceding the month in which they turn 65.

Reemployment of Retirees

A retiree who is reemployed after July 1, 2010, by the district within one year of the date of the person's retirement will have his or her retiree's allowance canceled 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 district does not reemploy the retiree 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;
    d. Paid time off, including sick, annual, or other type of leave;
    e. The retiree does not earn in any calendar year of reemployment an amount in excess of the lesser of:
        i. $15,000;
        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;
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 retiree's allowance, 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;
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;
    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)

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 in an employee's job description before the individual may return to work.

Sexual Harassment and Title IX Sexual Harassment Reporting

The Morgan County School District is committed to maintaining a learning and working environment free from sexual harassment and sex discrimination. All definitions, prohibitions, and legal standards regarding sexual harassment, gender-based harassment, and workplace discrimination are strictly governed by *Board Policy: Code of Conduct*, *Board Policy: Employment Objectives: Nondiscrimination*, and federal Title IX regulations.

Duty to Report Harassment: Any employee who believes they have been the victim of sexual harassment, or who has knowledge of sexual harassment occurring in the district, must report it immediately.

How to Report: Reports should be submitted immediately through the online Discrimination, Harassment Reporting System (DHRS) link located on the school district's homepage. Alternatively, reports may be made verbally to the building principal, who is required to immediately escalate the report to the district Title IX Coordinator for Investigation.

Transfers

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

Voluntary Transfers

By April 1 of each school year (March 1 in the event of a new school opening), the district will advertise known job vacancies, together with required endorsements and skill requirements of the position, for the upcoming school year to all current employees. The district will also make reasonable efforts to advertise to all current employees any vacancy that occurs after the April 1 (March 1 in the event of a new school opening) deadline. Transfer requests will be made according to the following guidelines:

1. A request for transfer may originate in the form of an email by the employee, sent to the employee's current Principal, and forwarded by the principal to the Director of Employment Services and Compliance. A letter or resume that gives evidence of appropriate endorsements and requested skill requirements must be attached to the email.
2. The email must be sent to the employee's principal no later than five (5) school days following the posting.
3. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., principals will review all requests for transfer and select the candidates. An interview may or may not be required. Successful candidates will be notified in writing.
4. When the position has been filled, all candidates making applications will be notified by the new principal. The district and new school principal are under no obligation to provide rationales or reasons for acceptance or denial. Whenever possible, notification shall be made when the position has been filled.

Involuntary Transfers

A Principal or immediate supervisor may request the transfer of an employee when, in his or her judgment, it will benefit the employee, the school, or the District. Involuntary transfer requests stating specific reasons for the transfer shall be made to the Superintendent through email. A copy of the request shall be forwarded to the employee. The Superintendent shall review the request and approve or deny it. The Superintendent is not obligated to provide reasons or rationale for approval or denial.

In situations where an involuntary transfer becomes necessary due to the opening of a new building, a reduction in staff, or staff imbalance, a call for volunteers shall be made, and if there are no volunteers, selection shall be made in the best interests of the district. In the case of an

involuntary transfer due to the opening of a new building, reduction in staff, or for staff balance, the principal shall adhere to the following guidelines:

1. Communication in person or via email with the principal of the employee being considered for the involuntary transfer.
2. The number of years the district has employed an employee shall not be a consideration.
3. Employees being considered for an involuntary transfer shall be notified via email.
4. Employees identified for involuntary transfer may list their preference for available positions. The principal will fill the positions, considering the employees' priority listing(s).
5. Program needs shall be based on the primary assignment description.
6. Whenever possible, an employee being transferred to a different assignment shall be notified of the transfer prior to the end of the school year.
7. The transferring employee shall be notified of the change in assignment in a conference with his or her principal.

Assignment, transfer, and reassignment decisions are administrative decisions made to meet district needs. Employees do not possess a right to a specific assignment, building, department, supervisor, position, or workstation.

Restrictions on Transfer of Employees

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

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

ESP Transfers

ESPs may submit a written request to his/her immediate supervisor and/or the Superintendent to request a change of assignment. The immediate supervisor, building principal, Director of Employment Services and Compliance, and/or the Superintendent may also initiate changes.

Before a change will be considered, the employee requesting the transfer must meet all job qualifications established for the position. Except for situations where the district is under the provisions of the RIF policy, the receiving principal must approve all individuals who transfer into their building.

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

The Superintendent reserves the right to assign ESPs to positions within the district and/or change their assigned hours at their discretion. Staff members being reassigned will be involved in that decision-making process unless the Superintendent declares an emergency.

Individuals who are denied a transfer may request a conference with the individuals responsible for the decision to learn the reasons for the denial. Since the authority to transfer, assign, or reassign rests with the administration, decisions in this area are not subject to grievance.

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. When they are authorized to use a two-way radio system or a mounted voice GPS system;
4. When the school bus or other vehicle is parked

Restrictions on Transportation

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

Workday

Certificated Employees

Members of the certificated staff are expected to be at their workstations, on duty, 7.5 hours each contract day or the weekly equivalent of 37.5 hours.

Except in cases of emergency, all teachers shall have a 30-minute duty-free lunch period in addition to the hours described above. Teachers will be permitted to leave the school during lunch with prior notification of the principal or designee after appropriate supervision of students has been assured.

The building administrator is responsible for setting the specific work hours as approved by the superintendent. The period 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 (e.g., starting a high school teacher "0" period 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 workstations or at a prearranged area on 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 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 for contacting 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.

Educational Support Professional Employees

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

Work-Related Injuries

All district employees are covered under the Workers' Compensation Plan and will be entitled to prescribed benefits should they be injured while at work. Injuries occurring on the job or job-related injuries must be reported immediately to the company nurse at 1-888-375-0279 and the building administrator or their designee. In a medical emergency, the employee should call 911 or obtain emergency medical treatment first and complete the reporting process as soon as reasonably possible. For a non-emergency injury, the employee should contact Company Nurse before seeking medical treatment and follow the nurse's instructions. 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 regarding filing the necessary reports. Company Nurse will obtain the necessary incident information and transmit the report through the District's workers' compensation reporting process. The employee is not required to complete a separate District First Report of Injury or Illness unless additional information is specifically requested. The District will ensure that all required employer reports are submitted to its workers' compensation carrier within applicable legal deadlines. An employee who does not notify the Nurse Hotline and their supervisor of a work-related injury or occupational illness within 180 days may be barred from receiving workers' compensation benefits for that injury or illness.

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

1. If a compensable work-related injury or illness prevents you from working, you may receive temporary disability benefits directly from the workers' compensation carrier and preserve your accrued sick leave. Temporary total disability benefits are generally 66 2/3 percent of the employee's average weekly wage, subject to statutory minimums and

maximums. No compensation is generally paid for the first three days of disability unless the disability prevents the employee from working for more than 14 total days; in that event, compensation is paid for the first three (3) days.

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 if 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.

Health insurance benefits during an absence for a work-related injury or illness will be maintained as required by applicable law and the terms of the District's benefit plans, including any applicable continuation requirements under the Family and Medical Leave Act (FMLA). Use of paid leave and employee premium obligations will be administered under the District's leave and benefit policies.

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.

Before returning from a work-related injury or illness, an employee may be required, when permitted by applicable law, to provide a fitness-for-duty certification addressing the employee's ability to perform the essential functions of the position and identifying any work restrictions. The District will not require an employee to be fully healed or free of all restrictions if the employee can perform the essential functions of the position with or without reasonable accommodation.

Leave and job-restoration rights arising from a work-related injury or illness will be administered under the District's applicable leave policies and in accordance with the FMLA, disability-discrimination laws, workers' compensation law, and other applicable law.

The District will assess workplaces and job tasks to identify hazards and determine whether personal protective equipment or other protective measures are required. Employees must remain alert to hazards in their work assignments. Employees are responsible for immediately reporting any unsafe conditions or lack of protective equipment to their immediate supervisor and/or principal. Employees are directed to contact the Superintendent or Employment Services if expedient and reasonable corrective action is not taken.

Personal Protective Equipment

The District is responsible for assessing workplace hazards, selecting appropriate personal protective equipment (PPE), and providing required training. Employees are responsible for properly using and caring for assigned PPE and following established safety requirements.

Protective Equipment Assessment

The District shall assess work areas and job tasks where employees may be exposed to hazards from powered equipment, chemicals, or other sources. The District will select appropriate PPE and verify in writing that the required workplace hazard assessment has been completed.

Employees shall participate in the assessment process as requested, follow established safety procedures, use required PPE, and promptly report unrecognized or changing hazards.

Training

Before employees perform work requiring PPE, and whenever retraining is necessary, the District shall ensure that a qualified person trains 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. Eye protection that provides side protection is also required 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 falling objects could potentially injure them. In addition, head protection must be worn near exposed electrical conductors that 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, 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 their hands are exposed to hazards such as harmful substances absorbed through the skin, severe cuts or lacerations, abrasions, punctures, chemical burns, thermal burns, and temperature extremes.

Employee Responsibilities

Each employee is responsible for remaining alert to hazards, following established safety procedures, using required PPE and safety devices, and promptly reporting unsafe conditions to the employee’s immediate supervisor. Employees must not undertake repairs or corrective actions beyond their training or authorization. If a condition presents an immediate danger, the

employee should stop the affected work when feasible, move to a safe location, and notify the 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 that 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;
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;
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 the amount prescribed or use in an otherwise abusive manner;
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.

Workers Compensation

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

1. Injuries occurring on the job or job-related injuries must be reported immediately to the company nurse at 1-888-375-0279 and the building administrator or their designee. In a medical emergency, the employee should call 911 or obtain emergency medical treatment first and complete the reporting process as soon as reasonably possible. Company Nurse will obtain the necessary incident information and transmit the report through the District’s workers’ compensation reporting process. The employee is not required to

complete a separate District First Report of Injury or Illness unless additional information is specifically requested. The carrier will electronically report the injury to the Utah Labor Commission. The injured worker will be provided a copy of the report and the applicable Injured Workers' Rights and Responsibilities notice. This immediate notification allows the injured worker, employer, and insurance carrier to promptly begin to have the injured worker receive the medical care needed to return to work as quickly as possible.

2. When the injured worker tells the medical provider that the injury or illness is work-related, the injured worker must be seen first by the employer's designated physician or medical facility if the employer has chosen a physician or medical facility. If there is no designated medical provider, or once they have seen the designated provider, the injured worker may choose to see a doctor of his/her choice. The doctor is to report the initial visit by "Physician's Initial Report of Injury" (form) of the injured worker to the Labor Commission, the insurance carrier, and give a copy of the report to the injured worker.
3. The insurance carrier will open a claim for benefits once they have received either one or both reports from the employer or doctor. The insurance carrier is to make a determination of compensability of the injury or illness within 21 days of having received the claim for benefits and can file for an extension of a total of 45 days.
4. If the claim is compensable, and if the doctor determines that the injured worker will lose work time, the insurance carrier is to contact the injured worker and the employer to determine the rate of weekly pay that the injured worker is to receive for the time off work. All medical bills are to be paid by the insurance carrier or self-insured employer (an employer who is not self-insured is not allowed to pay medical bills directly). The injured worker is not to pay anything toward the medical care received. In most cases, the claim for medical benefits is paid, the injured worker returns to work, and the claim is ended.
5. If the insurance carrier denies that the claim is compensable, the insurance carrier is to send a denial letter to the injured worker and the Labor Commission.
6. If the claim is denied, the injured worker has the right to apply for a hearing at the Labor Commission to have an administrative law judge determine if the injured worker's claim is compensable. While the workers' compensation claim is being decided, the injured worker's private health insurance carrier can be required to cover his/her medical expenses. On the Application for Hearing form, Item 8, Coordination of Benefits with Your Private Health Insurance Company, must be filled out for this process to start. Please note that the injured worker is responsible for any co-pays or deductibles normally due under the private health insurance plan. The private health insurance carrier is not obligated to cover medical expenses until notice is given. Please see the Utah Labor Commission Adjudication website for more information regarding the Utah Coordination of Benefits Act (Utah Code Ann. §31A-22-619.6).
7. If an application for hearing was submitted with item 8 Coordination of Benefits with Your Private Health Insurance Company completely filled out, and the Adjudication Division determined the injury to be compensable under workers' compensation, if the workers' compensation carrier fails to make payment within the time frame ordered the Workers' Compensation of Benefits Untimely Payment Complaint Form should be submitted to the Industrial Accidents Division for review.
8. The Industrial Accidents Division has several intake staff, ombudspersons, and mediators to help claimants resolve claims without the need for a formal hearing. However, if the claimant has filed for a hearing, the case continues in the adjudication process until it is either settled or heard by an administrative law judge. For assistance, an injured worker, employer, medical provider, or insurance carrier may contact the Industrial Accidents Division at 801-530-6800 or toll-free (in Utah) at 1-800-530-5090.

Work Year

ESPs and central administration work an established number of days each year. This work year is defined as follows:

Twelve-Month Employees

Twelve-month employees shall have the following days off:

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

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

Eleven-Month Employees

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

Less Than Eleven-Month Employees

ESPs working less than 11 months are scheduled to work each day that students are in session (173). A limited number of employees working in specific positions approved by the Superintendent and/or Board of Education are provided with additional days (beyond 173). The immediate supervisor schedules additional days, but they must be used between July 1 and June 30.

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

ESPs are paid for the hours they work during each pay period**.**

Section 2: Students

Employee Mandatory Reporting Matrix & Protocols

To protect the safety, well-being, and legal rights of students and staff, the Morgan County School District enforces strict mandatory reporting requirements. As a condition of employment, all school district employees, contract providers, and volunteers must understand and comply with their personal and professional reporting obligations under Utah state law and school board policies.

CRITICAL LEGAL STANDARD: *For instances of suspected child abuse or neglect, reporting the matter to your building principal or supervisor DOES NOT satisfy your statutory personal reporting obligation. Under Utah law, you are personally required to report directly to law enforcement or the State Division of Child and Family Services (DCFS).*

Employee Mandatory Reporting Quick-Reference Matrix

Reportable Incident/Event	Mandatory Timeline	Reporting Pathway	Key Limits & Mandatory Actions	Governing Policy
Suspected Child Abuse or Neglect (neglect, physical abuse, or sexual abuse of any child/student under 18 years old)	**IMMEDIATELY**	**1. External: Nearest peace officer, law enforcement agency, or DCFS.** **2. Internal: Notify building principal.**	School staff is NOT investigators. Do not attempt to prove abuse or interview witnesses beyond establishing a basic, reasonable belief. Internal, notification to the principal does NOT satisfy the external duty.	Reporting of Child Abuse
Suspected Abuse by a School Employee (suspicion that a fellow staff member or school volunteer has abused a student)	**IMMEDIATELY**	**Report the belief directly to BOTH:** **1. Building Principal** **2. District Superintendent**	The Superintendent must immediately notify the State Board of Education & UPPAC if the accused is a licensed educator. If supervisor is accused, bypass and report directly to Superintendent.	Reporting of Child Abuse
Student Drug/Alcohol Possession/Use (reasonable cause to believe student used/possessed illicit drugs, alcohol, counterfeit substances, or paraphernalia at school location)	**IMMEDIATELY**	**Report directly to the school's designated administrator (Principal)**	The administrator must immediately notify the student's parent/guardian. May notify law enforcement. Reporter's identity remains strictly confidential and shall NOT be disclosed to parents or the student.	Reporting of Student Prohibited Acts
Extracurricular or Student Government Misconduct	**IMMEDIATELY**	**Report directly to the building Principal or District Superintendent**	Applies to student leaders and athletes at any location/time. The principal must	Reporting of Student Prohibited Acts

(hazing, demeaning behavior, assault, drug/alcohol violations, or profanity by student leaders/athletes)			submit a formal report of findings and action taken to the Superintendent within 10 working days.	
Personal Arrest, Citation, or Charge (self-reporting requirement for alleged sex, drug, alcohol, domestic violence, or crimes against a person/property)	Within 48 hours (or as soon as possible)	**Report personally in writing to District Superintendent (or HR designee)**	Applies to arrests, citations, convictions, pleas in abeyance, and diversion agreements. Triggers immediate suspension from student supervision (for sex offenses) or driving (for drug/alcohol offenses).	Personal Reporting of Arrests and Convictions

Child Abuse and Neglect Reporting Protocol (Board Policy: Reporting of Child Abuse)

Under *Board Policy: Reporting of Child Abuse* and Utah statutory mandates, school employees hold a critical role as first responders to suspected child maltreatment. Protecting children from harm requires strict adherence to both immediate notification procedures and key investigative limitations. Standard Reporting Requirements:

1. Immediate External Notice: The employee must immediately notify the nearest local peace officer, law enforcement agency, or the State Division of Child and Family Services (DCFS). This is a personal statutory obligation that cannot be delegated to a supervisor or administrator.
2. Mandatory Internal Notice: In addition to notifying external authorities, the reporting staff member must notify the school building principal. Internal reporting is a critical administrative step to coordinate safety but does not substitute for the external report.
3. Strict Investigative Limits: School personnel are not certified child welfare investigators. Staff members must never attempt to prove abuse, interview witnesses, or conduct deep inquiries. Preliminary actions by school employees must go no further than what is strictly necessary to support a reasonable belief that a reportable problem exists.
4. Fellow Employee Accusations: If an employee has reasonable cause to believe that a student has been physically or sexually abused by a school employee or volunteer, they must immediately report this belief to BOTH the building principal and the Superintendent. If a supervisor is the subject of suspicion, the report must be made directly to the Superintendent.

Student Prohibited Acts: Drugs, Alcohol, and Misconduct (Board Policy: Reporting of Student Prohibited Acts)

Board Policy: Reporting of Student Prohibited Acts establishes operational standards for maintaining drug-free, safe campuses, distinguishing between general student conduct and heightened standards for student leaders and athletes.

General Student Substance Violations:

1. Scope of Mandate: Any school employee with reasonable cause to believe a student has used, possessed, or distributed alcohol, illegal drugs, counterfeit substances, or related paraphernalia at a school district location must immediately report the incident.

2. School District Location Defined: This mandate applies within school buildings and premises; on school buses or any school-approved activities (such as field trips or athletic events); and during any period when the employee is actively supervising students or conducting district business.
3. Parental and Administrative Action: Upon receiving an employee's report, the designated administrator must immediately notify the student's parent or legal guardian. The administrator may also report the violation to law enforcement. To protect reporting employees, the identity of the school official who reported the incident shall remain strictly confidential and must not be disclosed to the student, parent, or guardian.

Student Athlete and Leadership Misconduct Standards

A heightened, continuous reporting standard applies to any student participating in student government or extracurricular activities. School employees must immediately report to the principal or Superintendent if they observe such students engaging in: (1) foul, abusive, or profane language during school-related activities; (2) illicit use, possession, or distribution of controlled substances, drug paraphernalia, tobacco, e-cigarettes, or alcohol at any time or location; or (3) hazing, demeaning behavior, or consensual/non-consensual assaultive behavior (including physical violence, physical restraint, improper touching, or forced ingestion of any substance).

Administrative Timeline and Professional Duty: Once a principal receives a report of a student prohibited act involving extracurricular participants, the principal must submit a formal written report outlining the incident and responses to the Superintendent within 10 working days. For any certificated educator, failure to report student prohibited acts as required by this policy is classified as an unprofessional practice.

Personal Arrest and Conviction Self-Reporting (Board Policy: Personal Reporting of Arrests and Convictions)

To safeguard school safety and maintain professional standards, Board Policy DACA mandates that all employees and qualifying volunteers immediately self-report personal legal infractions.

Mandatory Self-Reporting Protocols:

1. The Self-Reporting Mandate: An employee must personally report their own arrest, citation, or charge for specific offenses. This includes a personal duty to report convictions, pleas in abeyance, and diversion agreements.
2. Strict 48-Hour Timeline: All reports must be submitted in writing to the Superintendent or designee within 48 hours of the arrest, citation, charge, or receipt of conviction notice, or as soon as physically possible.
3. Reportable Offenses: Self-reporting is strictly mandatory for arrests or convictions involving: (1) sex offenses; (2) drug-related offenses; (3) alcohol-related offenses; (4) offenses against a person (e.g., assault, domestic violence, or cohabitant abuse under Utah Code Title 76, Chapter 5 and Title 77, Chapter 36); (5) felony property offenses (Title 76, Chapter 6); and (6) comparable federal or out-of-state violations.
4. Employment Actions During Investigation: Upon receiving notice of an arrest, the Employment Services and Compliance Director must enforce safety suspensions: (a) immediate suspension from all student supervision duties during investigations of alleged sex offenses or child endangerment; (b) immediate suspension from student transport or district vehicle operation for drug or alcohol-related offenses. The employee is barred from returning to work until receiving express notice from the district.

5. State-Level Reporting: The Superintendent must notify the Utah State Board of Education (USBE) within 48 hours of receiving arrest or conviction information from any licensed educator. Failure of an employee to self-report an arrest or conviction is grounds for immediate termination.

Employee Protections and General Disclosures

To encourage compliance and ensure transparent, safe campuses, the school district provides robust legal protections for employees who fulfill their reporting duties in good faith.

Employee Reporting Protections:

1. Good Faith Immunity: Under Utah law and *Board Policies: Reporting of Child Abuse* and *Reporting of Student Prohibited Acts*, school district employees and volunteers who make reports or participate in investigations of child abuse, neglect, or student drug/alcohol use in good faith are granted complete civil and criminal immunity from any resulting liability.
2. Anonymity Protections: For child abuse reports, reporter anonymity is strictly protected under Utah Code § 80-2-1005. Similarly, for student drug and alcohol reports under *Board Policy: Reporting of Student Prohibited Acts*, the identity of the reporting employee or administrator shall never be disclosed to the student, parent, or legal guardian.
3. Strict Retaliation Prohibition: Retaliation against any employee, volunteer, or student who reports bullying, hazing, cyber-bullying, abusive conduct, or other policy violations, or who participates as an investigator or witness, is strictly prohibited. Engaging in retaliatory acts or communications is a major violation of *Board Policies: Rights and Responsibilities: Bullying, Cyber-bullying, Hazing, and Abusive Conduct*, *Employee Bullying and Hazing*, and *Code of Conduct*, resulting in disciplinary action up to and including immediate termination.
4. False Reporting Penalties: Knowingly making a false allegation of child abuse, student prohibited acts, bullying, hazing, or retaliation against a fellow employee, student, or volunteer is strictly prohibited. Verified infractions represent a material breach of the Staff Code of Conduct (Policy DAI) and represent grounds for immediate termination under *Board Policy: Orderly School Termination for Employees*.

Staff Training Mandate: Every school district employee, coach, and regular campus volunteer must receive comprehensive training on bullying, cyberbullying, hazing, retaliation, and abusive conduct prevention, including their mandatory reporting duties. This training must occur within the first year of service and be refreshed at least once every three years thereafter. Signature lists documenting compliance are maintained at the District Office. Additionally, all staff must read, sign, and submit the Child Abuse Reporting Policy (*Board Policy: Reporting of Child Abuse, Board Policy: Staff Code of Conduct*) acknowledgment form annually.

Utah Code § 80-2-602 (Duty to Report)
Utah Code § 80-2-1005 (Preservation of Anonymity)
Utah Admin. Rules R277-217-3 and R277-401-3 (Educator Professional Standards).
Utah Code § 53G-8-209 (Unprofessional practice for Failure to Report)
Utah Code § 53G-8-501 and § 53G-8-502 (Mandatory Drug and Alcohol Reporting)
Utah Code § 53G-8-504 (Good-Faith Civil and Criminal Immunity) [286-289]
Utah Code § 53E-6-604 (Duty to Report Arrests)
Utah Code § 53G-11-406 (District and Superintendent Duty to Report to USBE)
Utah Admin. Rules R277-217-4, R277-316-4, and R277-316-6 (Standards for Self-Reporting and Background Monitoring)]151-153]

Student Discipline

Teacher's Authority

A teacher may intervene with a student who has been documented to:

1. Repeatedly interfere with the teacher's ability to communicate effectively with the students in the class;
2. Behave in a manner that threatens the welfare or safety of him/herself or others

The teacher shall notify the parent/guardian and convene a conference with the teacher, parent/guardian, and student. The teacher may take any of the following actions:

1. Determine that the problem can be resolved without further action;
2. Establish an agreement for proper behavior with the student and parent/guardian;
3. Restrict privileges;
4. Refer the student to the principal

Principal's Authority

If the interference continues, a teacher may refer the student to the principal. The principal may take any of the following actions:

1. Schedule a conference to be attended by the principal or designee and parent/guardian. The hearing may include other people deemed necessary by the principal;
2. Determine that the problem can be resolved without further action;
3. Establish an agreement for proper behavior with the student and parent/guardian and place the student back in the class;
4. Assign detention or restriction of privileges;
5. Suspend the student for a period not to exceed 10 school days;
6. Place a secondary student in an alternative education program;
7. Refer the student to the Superintendent if more than a 10-day suspension is recommended

Superintendent's Authority

When a student is referred to the Superintendent by the principal, the Superintendent or designee shall schedule a hearing to be attended by the student and the student's parent/guardian. The Superintendent shall:

1. Determine if the student has been given due process;
2. Determine if the student has been given an opportunity for remediation;
3. Determine if extenuating circumstances were considered and reasonable accommodations provided

If it is determined that the student has been given due process, opportunities for remediation, and reasonable accommodations, the Superintendent shall impose appropriate consequences, which may include referral to the Morgan Board of Education for expulsion.

Removing a Student – Emergency Situations

A teacher may remove a student from class in emergency situations resulting from issues regarding discipline, health, safety, and/or welfare. If possible, the student should be escorted to the school office, where the school administration will determine a temporary course of action. If

the student is unable or unwilling to leave the classroom, assistance from administration, law enforcement, and medical personnel may be warranted.

If it is deemed necessary to remove the student from school, the student shall be released to the student's parent/guardian, the parent's/guardian's representative, or other proper authority, including, but not limited to, law enforcement officers and medical personnel.

The district shall make reasonable efforts to notify the parent/guardian prior to removing a student from school premises for emergency reasons. If the parent/guardian cannot be notified prior to the removal, the parent shall be notified as soon as possible after the removal and the reasons for it.

Limitation for Handicapped Students

Removal of a student with disabilities from school or any class shall only be used in emergency situations and shall be temporary and in consultation with the Tier 3 Interventionist. Removal of a student with disabilities for disciplinary, health, safety, or welfare reasons for more than 10 days constitutes a change in placement and shall not occur without the convening of the student's individualized education program (IEP) Team. Those charged with the education and supervision of students with disabilities shall adhere to other policies of the Board, and all state statutes and federal laws governing school discipline.

Corporal Punishment

A school employee may not inflict or cause the infliction of corporal punishment upon a child who is receiving school service. The term "corporal punishment" means the intentional infliction of physical pain upon a student's body as a disciplinary measure.

Appropriate Conduct

This policy does not prohibit the use of reasonable and necessary physical restraint or force in self-defense or otherwise appropriate to the circumstances to:

1. Obtain possession of a weapon or other dangerous object in the possession or under the control of a child;
2. Protect the child or another person from physical injury;
3. Remove from a situation a child who is violent or disruptive;
4. Protect property from being damaged

Emergency Student Safety Interventions

Emergency safety intervention means the use of seclusionary time-out or physical restraint when a student presents an immediate danger to self or others, and the intervention is not for disciplinary purposes.

Seclusionary time-out means that a student is:

1. Placed in a safe, enclosed area by school personnel (the area must meet applicable health department and fire marshal regulations);
2. Purposefully isolated from adults and peers;
3. Is prevented from leaving (or reasonably believes that the student will be prevented from leaving) the enclosed area

Physical restraint means personal restriction that immobilizes or reduces the ability of an individual to move the individual's arms, legs, body, or head freely.

Immediate danger means the imminent danger of physical violence/aggression towards self or others likely to cause serious physical harm.

Mechanical restraints may not be used as part of an emergency safety intervention, except those that are protective, stabilizing, or required by law, or any device used by a law enforcement officer in carrying out law enforcement duties, including seatbelts or any other safety equipment when used to secure students during transportation.

Chemical restraint may not be used as part of an emergency safety intervention except as prescribed by a licensed physician or other qualified health professional acting under the scope of the professional's authority under State law for the standard treatment of a student's medical or psychiatric condition, and administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under state law.

Seclusionary time-out as part of an emergency safety intervention may not be used with a student except when a student presents an immediate danger of serious physical harm to self or others and within the guidelines stated below under Seclusionary Time-Out.

For a student with a disability, emergency safety interventions may not be written into a student's IEP as a planned intervention unless school personnel, the family, and the IEP team agree on less restrictive means which meet the circumstances described in Utah Admin. Rule R277-608-4 has been attempted, a functional behavior analysis has been conducted, and a positive behavior intervention plan based on data analysis has been written into the plan and implemented.

All physical restraint must be immediately terminated when the student either (a) is no longer an immediate danger to self or others or (b) is in severe distress. The restraint must be for the minimum time necessary to ensure safety, and the district’s release criteria must be implemented. However, a student may not be physically restrained for more than 30 minutes.

Seclusionary Time-Out

A seclusionary time-out may only be used for purposes of maintaining safety and may not be used as a means of discipline or punishment. Seclusionary time-out shall be used for the minimum time necessary to ensure safety and shall end according to the district’s release criteria. However, a student may not be placed in seclusionary time-out for more than 30 minutes. In using seclusionary time-out, any door must remain unlocked, and the student must be maintained within line of sight of the employee using the seclusionary time-out.

Parental Notice

When a crisis occurs that requires the use of an emergency safety intervention (physical restraint or seclusionary time-out) to protect the student or others from harm, a school shall notify the student’s parent/guardian immediately and, in any event, no later than the end of the school day. If a crisis occurs for more than 15 minutes, or if physical restraint or seclusionary time-out is used for more than 15 minutes, the foregoing notice shall include that information. The notice provided shall be documented in the student information system records.

The school shall, upon the student's request, provide the student's parent/guardian with a copy of any notes or additional documentation taken during a crisis. Within 24 hours of a crisis, the school shall notify the student's parent/guardian that such a request may be made. A student's parent/guardian may request a time to meet with school staff and administration to discuss the crisis.

Extra Duty Assignments

Extra duty assignments are temporary positions, and certificated employees may not 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 "less" than 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 completing 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 supervising extracurricular activities to increase their hours and qualify for benefits. Time spent as a "volunteer" coach will count toward experience on the coaching salary schedule for certificated teachers employed by the district.

Operational Student Safety and Campus Guidelines

Introduction and Policy Reference

All school district employees, contractors, and volunteers (referred to collectively as "staff") must adhere to the highest standards of professional conduct and boundary maintenance. Before reviewing these campus guidelines, **all staff are required to read, understand, and sign the *Board Policy: Staff Code of Conduct* annually**, which establishes the formal legal and ethical boundaries for staff-student relationships, including strict prohibitions on boundary violations, flirting, and romantic or sexual relationships. The guidelines below serve as the operational, day-to-day campus rules implementing those policies.

Transportation of Students

1. Personal Vehicles: Employees shall not transport students in personal vehicles for school-related purposes except when necessary in an emergency. Emergency transportation must be reported to school administration as soon as reasonably possible.
2. One-on-One Transportation: Employees shall not transport an individual student alone in any vehicle, including District vehicles, except in emergencies or as authorized under established District transportation procedures, such as regular bus routes or specialized

transportation. Otherwise, a second District employee or authorized adult must be present.
3. Authorized Transportation: Except as otherwise specifically provided by district policy, no employee (other than an authorized school bus driver) has the authority to provide transportation for any student or other employee unless express written or verbal authorization is given by the school principal or district. Any unauthorized transportation is considered outside the scope of employment.
4. Student Errands and Driving: Staff are strictly prohibited from sending a student on an errand that requires them to leave campus or operate a vehicle. Staff may be held legally responsible for a student's behavior and driving if this rule is violated.
5. Event Transportation: Students are not permitted to drive private vehicles to "away" school activities in which they are participating. Furthermore, students shall not be required to transport other students to or from practices or home contests.

Off-Campus and After-Hours Meetings

1. Administrative Approval: School-related activities involving students outside the regular school day or off school premises require prior verbal or written principal approval. Approval may cover individual or regularly scheduled activities, including athletics, performances, clubs, and practices. Routine after-school tutoring or instructional assistance on school premises does not require separate approval.
2. Off-Campus Activities: After-hours activities should be held at school whenever possible. School-related social activities at an employee's home require prior written principal approval. Employees shall not arrange or conduct individual, one-on-one meetings with students off school premises, except for district-authorized services, such as homebound instruction, conducted under established procedures and appropriate safeguards.
3. Student Supervision: Employees are responsible for actively supervising students during school and school-related activities, maintaining reasonable awareness of their activities and whereabouts, taking appropriate safety measures, and adhering to District professional conduct and student boundary requirements.

Campus Supervision and Safety Protocols

1. High-Risk Area Supervision: Students must never be permitted in high-risk areas—including, but not limited to, gymnasiums, shop areas, weightlifting areas, and science laboratories—without direct supervision by a district employee.
2. Classroom Presence: Employees shall not leave students under their supervision unattended. When an employee must leave, appropriate supervision must be arranged, except in emergencies when assistance or administrative notification shall be provided as soon as reasonably possible.
3. Student Interrogations and Searches: The interrogation and search (personal and property) of students is strictly the responsibility of the school building administration. Staff members must not participate in searches or interrogations unless specifically requested by an administrator to serve as a witness.
4. Key Control and Facility Security: Employees are strictly prohibited from lending their school keys to others. Staff must never give keys to community members or family members to use district facilities or equipment without the consent of the building principal and direct adult supervision by a district employee.

Medical and First Aid Operations

1. Administering Medication: Employees shall not provide or administer medication to students unless properly authorized and trained in accordance with District procedures and applicable law. Medication administration must comply with required parental and medical authorizations, including applicable emergency medication procedures.
2. Bodily Fluid Cleanup: Staff must always strictly follow established district safety protocols and procedures, including the use of appropriate protective equipment when handling and cleaning up bodily fluids.

Professional Workplace and Communications

1. Employee Solicitations: Every staff member's freedom of choice regarding personal solicitations must be respected. Employees must not be directly or indirectly pressured into purchasing items or contributing to fundraisers by colleagues during group meetings, lunch periods, or within break rooms and faculty lounges.
2. Group Email Protocols: Staff must recognize and respect the diversity of the district workforce when sending emails to "everyone" or to an entire building. Sending emails with religious or political connotations to large groups of individuals is inappropriate.
3. Information Security and Privacy: Staff have a moral, professional, and legal duty to protect the privacy rights of students and parents. Sharing confidential information about a child, parent, or colleague with unauthorized individuals who do not have an identified need to know is considered highly unprofessional.

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 regard 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.
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 object 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 regard to the individual's certification.

The district will support educators who use reasonable and necessary force to protect themselves or others from physical harm.

Medical Recommendations for Students

School personnel may not recommend to a parent/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/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/guardian refuses to consent to psychiatric or behavioral treatment or evaluation of a child.

School counselors and mental health professionals do have the authority to make recommendations in some areas, conduct limited assessments, and provide parents/guardians with a list of three (3) or more healthcare professionals or providers.

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.

Section 3: Salary and Benefits

Emergency Closings

On days in which the school(s) has been closed because of an emergency closing, members of the certificated staff are not required to report to their workstations. ESPs are not required to work on days when school is closed because of an emergency and thus aren't entitled to pay. However, they may report to their assigned areas during emergency closing days if they have work that can be done. A staff member should not 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.

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

Employee Civil Liability Protection

Employees have broad liability coverage through the State Risk Management Fund, hereinafter the "Fund." Lawsuits are defended by the Litigation Division of the Utah Attorney General's Office.

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

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

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

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

To secure these rights, you must:

1. Immediately notify the school district of any claim or lawsuit;
2. Immediately forward to the school district all legal documents served on you;
3. Make a written request to the school district for defense and indemnification within 10 days of the service of a lawsuit;
4. Cooperate in the subsequent investigation and defense, including making an offer of judgment if requested

What is not covered?

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

1. Fraud;

2. Willful misconduct;
3. Impairment due to your use of alcohol or drugs;
4. False testimony under oath

If criminal charges are filed against you for acts or omissions occurring:

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

Then, under the terms of Utah Code 52-6, you have the right to recover from your employing school District reasonable attorney's fees and court costs if the indictment or information is quashed, dismissed, or results in an acquittal unless it is quashed or dismissed on motion of the prosecuting attorney. The Fund does not provide an attorney or pay for attorney's fees incurred in defending a criminal case, nor does it cover or pay for any fines, fees, or any other costs assessed in a criminal case.

Function of the Salary Schedule

Once an individual reaches the end of a step/lane, there are 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 cost-of-living adjustment (COLA);
3. A modification of the current salary schedule that provides additional steps;
4. Stipends

Qualifying Employment

To be eligible for a vertical step on the certified salary schedule, an employee must work at least 0.50 FTE or more for a full year, or if the employee is 1.0 FTE, for 90 days or more. ESPs and twelve-month employees must be employed by January 1 to be eligible for an increment.

When an individual spends more than one (1) year on the bottom of the continuous steps in any given column of the salary schedule, their years of experience will not equate to their step on the salary schedule.

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.

Nature of the Wage Schedules

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

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

ESPs at the top of the salary schedule will be given a longevity step when they have completed 20 years of employment with the district.

Longevity Steps

All ESPs are given a longevity step upon completion of their twentieth year of employment with the district. To receive the longevity step, the employee must notify the district office in writing that they have completed 20 years of employment with the district and are eligible for it.

When the information has been verified, the employee will receive a 2.5% increase to their current salary step. The increase will begin the next payroll period after verification has been made. Payment for longevity steps is not retroactive.

Benefits Eligibility

- Certified employees assigned at 0.70 FTE or greater are eligible to participate in all benefits offered by the District, including Paid Leave Benefits and Utah State Retirement.
- Certified employees assigned from 0.50 through 0.69 FTE are eligible to participate in District-paid Life Insurance and Long-Term Disability, Telemedicine Services, Dental, Vision, Supplemental Life Insurance, Travel Assistance, Employee Assistance Program (EAP), Paid Leave Benefits, and Utah State Retirement.
- ESP employees who work 30 or more regularly scheduled hours per week are eligible to participate in all benefits offered by the District, including Paid Leave Benefits and Utah State Retirement.
- ESP employees who work 20-29 regularly scheduled hours per week become eligible after three (3) consecutive years of employment with the District to participate in Telemedicine Services, Dental, Vision, Supplemental Life Insurance, Employee Assistance Program (EAP), Paid Leave Benefits, and Utah State Retirement.

Eligibility for specific benefits is subject to applicable plan documents and legal requirements.

High Deductible Health Savings Account

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 because insurance coverage doesn't begin until the employee has paid a much greater amount out of their pocket than in the district's traditional medical insurance program. To take advantage of this opportunity, the district shares a portion of the savings with the employee through a deposit into the employee's health savings account.

Annual amounts
- $1,500 for a family (additional $500 added if Select Health Checklist is completed by February 28)
- $750 for a single (additional $250 paid if Select Health Checklist is completed by January 31).

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 take the fund balance with them when they leave the district. Employee contributions to 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.

Horizontal Placement

New Employee

Certificated staff employees new to the district will be placed horizontally on the salary schedule according to the number of credits they have accumulated since they gained or became eligible to gain their initial teaching certificate.

In cases where coursework 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 where the staff member is assigned.

The district also reserves the right to recognize coursework in the specific discipline being taught when it occurs 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.

Horizontal Placement – Continuing Employee

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

Individuals are limited to one step on the salary schedule each year until they reach Step 15. Credits earned determine additional horizontal movement.

Credit is recognized on the certificated salary schedule for graduate and upper-level undergraduate (3000 level minimum) credit and USBE credit in:

1. Areas of the individual's teaching major or minor;
2. Areas of present teaching assignment

Credits must be earned after the award of the first bachelor's degree for Lanes BS+20, BS+30, BS+40. Credits must be earned after the award of a Master's degree for Lane MS+30.

USBE credits can also be considered for lane changes for licensed educators. USBE Relicensure Hours for district lane changes are converted at a rate of 15 hours to one USBE credit.

Board-certified behavioral analysts (BCBAs), licensed clinical social workers (LCSWs), occupational therapists (OTs), physical therapists (PTs), school psychologists, and speech language pathologists (SLPs), who are district employees (non-contracted), can accumulate credits to be considered toward a lane change through participation in continuing education unit (CEU) activities for the purpose of maintaining certification and/or licensure. CEUs for district lane changes are converted at a rate of 10 CEUs to a single academic credit hour.

One-half of the required credits for a lane change must be from a regionally accredited college or university.

Only hours/credits earned since the last lane change may be considered for a new lane change.

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. 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 preceding contract year on the form provided by the district. Verification of completion must be submitted to the Superintendent's office by **September 15**. Verification of completed coursework 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.

Legal Defense of Employees

If 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 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 the service of process upon the employee;
2. Within a longer period that would not prejudice the district in maintaining a defense on the employee's behalf;
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 making 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;
2. Within the scope of employment with the district;
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;
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;
3. Injury or damages committed while the employee was legally intoxicated or under the influence of non-prescribed controlled substances or alcohol to the extent as to be unable to reasonably perform his or her job function or control a vehicle

Within 10 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.

Overtime

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

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

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

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

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

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

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

Overtime Requires Prior Approval

Before overtime is recorded or overtime work is performed for the district, the employee shall obtain written or verbal approval from the employee's supervisor or from another officer or administrator having authority to authorize the overtime.

Pay 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, and leave balances that may be brought within three (3) years of the time the fraud or mistake took place.

Pay Increases

When the district approves pay increases, the increases for employees become effective the first working day of the new fiscal year (July Payroll period) or when the teaching contract begins, with the following exceptions:

1. Individuals working in temporary or summer positions will continue to receive or be paid the salary they had when they started the job.
2. ESPs working less than 12 months receive the increase in the September payroll period, which continues to the start of employment the following year.

Pay When School is Not in Session

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

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

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

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 preceding 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.

The district recognizes the length of time between the first day of employment and the first paycheck for newly employed members of the certificated staff. Upon receiving a written

request, the business administrator is authorized to make a partial salary payment to newly employed members of the certificated staff on the September 1 payroll.

New employees may also request payment for days worked for other days beyond the basic contract on September 1.

Those who are scheduled to work less than 12 months will be paid based on the time recorded on their time sheet.

The district works with most financial institutions regarding electronic transfers of payroll allocations, which result in direct deposit into an employee's account. Direct deposit is a more efficient way for the district to do business and is a mandatory program.

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

Payment of Salary

Certificated staff will be paid in 12 equal installments on the last business day of the month beginning September 30 and continuing through August 31.

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.

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 one mandated by the school/district administration outside of that educator's regularly contracted day.

Additional Pay Beyond the Salary Schedule

$750 yearly for Ed S or National Teacher Certification or Second Master's Degree/Counselors

$300 yearly for Basic Reading Endorsement
$500 yearly for Advanced Reading Endorsement
$300 yearly for elementary teachers with a Math Level 1, 2, 3, or 4 Endorsement.
$100 yearly for paraprofessionals with District-approved Behavioral (BCBA) Training.

Possession of the endorsements must be recorded on CACTUS by September 15.
The stipend associated with sick leave buyout will either be paid into a medical savings account or deposited into a 401(k) or 403 (b) program. The decision will be made after an interview with a district consultant.

Payment is scheduled for the end of July of the contract year when the person retires unless another date is mutually agreed upon.

Step Placement

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 on all factors related to professional qualifications.

Certificated staff employees new to the district with 0-3 years of teaching experience will be placed on Step 3 of the salary schedule, where they will remain as provisional teachers for the first three (3) years of successful teaching.

State Law and Article 3-1-1 of the Professional Agreement provide the district with the authority to negotiate individual employment contracts, including salaries and/or benefits, when in the district's best interest. This provision provides the district with flexibility regarding the placement of an individual on the salary schedule. That flexibility could be used to provide a new employee who has prior licensed, certified teaching experience a salary commensurate with years of teaching experience.

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

Certificated staff members must work at least 91 contract days to qualify for a full year of service with regard 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.

Term Life Insurance and Long-Term Disability

The district provides Term Life Insurance to the following employees, if eligible:

1. Certified $100,000
2. Administration $150,000

3. ESPs $50,000

The policies also include a $5,000 policy for spouses 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 a 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. They 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.

Time Clocks

Time clocks are in operation in all the buildings. All ESPs assigned to those buildings are required to use the clocks.

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

When a person is "on the clock," they are to be at their workstation or the general vicinity unless on approved school business. Leaving early and/or arriving late and having someone else "punch" the clock is considered a falsification of your timesheet.

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

Except for salaried employees, all ESPs will be paid according to the hours recorded on their time clock/time sheet.

Regular Time

Regular time is the number of hours an employee is authorized to work during the "work week," up to 40 hours.

Location

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

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

Time Keeping

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

Failure to Comply

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

Unemployment

Unemployment payments are designed to help individuals who leave an organization's employment for a good reason, usually associated with a reduction in force or a resignation for a reason acceptable to the Department of Workforce Services. The district practices challenging any claim that does not clearly fall under the law's guidelines.

Employees do not qualify for unemployment during the summer.

Section 4: Teaching

Educator Evaluation Program

The purposes of the Morgan County School District's formal evaluation process are to:

- Develop and support high-performing educators
- Foster a collaborative professional culture that facilitates student learning
- Recognize and promote evidence-based instructional priorities, standards-based teaching and reporting, and professional behaviors
- Appraise educators based on their effectiveness.
- Provide a basis for guiding personnel decisions.

The process provides an opportunity for communication about job requirements, work expectations, and the potential for personal and professional growth.

Career educators shall have two (2) instructional observations per school year, not to be completed before October 1 or after April 15. Written or verbal feedback will be provided following each observation. Following the final observation, career educators will participate in an annual formative evaluation process.

Career educators shall participate in and receive a summative evaluation at least once every four (4) years. A career educator may be subject to additional summative evaluations at any time based on information obtained during the formative evaluation process or if the educator's principal has reason to believe it would be helpful. Administrators shall share and discuss formative and summative evaluation ratings with career educators.

Provisional and probationary educators will have a minimum of three (3) instructional observations per school year, not to be completed before October 1 or after April 15. Written or verbal feedback will be provided following each observation. Following the final observation, provisional and probationary educators will participate in a summative evaluation process. Summative evaluations may be completed more frequently, as needed for communication of effectiveness and ratings. Administrators shall share and discuss summative evaluation ratings with provisional educators.

In addition to copies of observations and formative evaluations, summative evaluations shall consist of multiple lines of evidence of high-performing practices. Supporting evidence must include examples of an educator's individual professional growth plan based on Utah's Effective Teaching Standards and supporting evidence of student growth. Additional evidence can include stakeholder feedback, lesson plans, involvement in school-wide initiatives, parent communication, feedback to students, etc.

Probationary Educators

Educators whose overall formative or summative evaluation rating is unsatisfactory shall be notified that continued employment with the district is in question. Additional resources such as instructional coaching or a plan of improvement shall be provided to the educator. If an educator's subsequent evaluations are unsatisfactory, they are subject to non-renewal or termination.

Teacher Recourse

The formal educator evaluation process is designed to support high-performing teaching practices, foster a collaborative professional culture, and provide a clear, objective basis for personnel decisions in accordance with Utah State Board of Education (USBE) standards.

To prevent administrative conflicts and ensure compliance with state-mandated rater reliability standards, all evaluation cycles, observation frequencies, and rater certifications are strictly governed by board policy. Provisional and probationary educators participate in systematic formative and summative evaluation processes, while career educators undergo periodic summative reviews at least once every three years.

Policy Reference: For complete details regarding evaluation instruments, observation timelines, remediation guidelines, plans of assistance, and rater professional development, please consult Board Policy: Certified Employee Evaluation DG on the district website.

Employee Background Checks

All prospective employees, qualifying volunteers, and contract employees must successfully pass a nationwide fingerprint-based criminal background check and consent to ongoing Bureau of Criminal Identification (BCI) monitoring prior to beginning service, in accordance with *Board Policy: Employment: Background Checks*.

Conditions of Employment: Duties, Responsibilities, and Expectations

The following duties, responsibilities, and expectations apply to all members of the District's certificated teaching staff. Teachers are expected to:

1. **Create a Safe and Supportive Learning Environment:**
   Develop and maintain a classroom and learning environment that is physically and psychologically safe, respectful, inclusive, and supportive of all students.
2. **Take and Record Attendance Daily:**
   Take accurate attendance as the **first order of business at the beginning of each instructional period or scheduled student contact** and record attendance in the District's designated system in a timely manner. Teachers are responsible for maintaining accurate attendance records, particularly when students transition between classes, instructional settings, labs, activities, or other school programs. Attendance shall be verified or updated whenever necessary to accurately account for students assigned to the teacher.
3. **Clear and Effective Instruction:**
   Deliver instruction aligned with the Utah Core Curriculum and adopted District curriculum guides. Establish clear learning objectives and success criteria, communicate appropriate expectations, actively engage students in learning, and use effective instructional practices that promote student understanding and achievement.
4. **Monitor Student Learning and Provide Appropriate Support:**
   Regularly check for student understanding and use formative and other assessment information to adjust instruction. Provide appropriate scaffolds, interventions, enrichment, and extensions based on student needs, and provide students with meaningful and timely feedback on their learning.
5. **Plan, Implement, and Evaluate Learning Activities:**

Design, implement, and evaluate instructional activities that are aligned with established curriculum guides and responsive to the developmental level, needs, interests, abilities, and learning goals of students.

6. **Maintain Accurate and Timely Student Records:**
   Maintain accurate and timely attendance, instructional, assessment, and student progress records in District-adopted systems. Communicate or update student progress information as required by District expectations. At the secondary level, grades and other required student progress information shall be updated in PowerSchool **at least once every 10 school days**. Where applicable, teachers shall also maintain current information in Canvas.
7. **Communicate with Parents and Guardians:**
   Communicate regularly, professionally, and appropriately with parents and guardians regarding student learning, progress, concerns, and opportunities for support. Engage parents and guardians as partners in supporting student success.
8. **Maintain Positive Classroom Relationships and Effective Classroom Management:**
   Build positive, respectful relationships with students while maintaining appropriate classroom management, clear expectations, and effective instructional control. Address student behavior in a manner consistent with District policies and supports a productive learning environment.
9. **Support Student Programs and School Activities:**
   Collaborate in and contribute to programs, activities, and initiatives that support students' educational experiences, development, engagement, and connection to school.
10. **Promote Essential and Foundational Skills:**
    Incorporate and reinforce essential skills, including reading, writing, mathematics, communication, problem-solving, organization, and study skills, as appropriate within all content areas.
11. **Collaborate with Colleagues and Participate in Collaborative Teams:**
    Work collaboratively with colleagues, administrators, and other appropriate personnel to support student learning, student well-being, and District goals. Participate actively and professionally in PLCs, collaborative teacher teams, department or grade-level meetings, and other required collaborative activities. When assigned to a collaborative team, teachers are expected to attend and participate in regularly scheduled meetings.
12. **Participate in District Programs and Professional Learning:**
    Engage in District-wide curriculum initiatives, adopted instructional programs, professional learning, and other required District activities designed to improve teaching and learning.
13. **Comply with Policies, Laws, and Professional Standards:**
    Comply with all applicable District policies and procedures, state and federal laws and regulations, Board directives, professional standards, and applicable ethical requirements.
14. **Demonstrate Professionalism, Integrity, and Leadership:**
    Demonstrate ethical behavior, integrity, reliability, sound professional judgment, and professionalism in all interactions and responsibilities. Serve as a positive role model for students and contribute to a professional school culture focused on safety, learning and engagement, connection, and support.

Evaluation of Educational Support Professionals

Selected members of the certificated staff are responsible for evaluating ESPs.

It is essential that the evaluations be conducted in an honest, accurate fashion on a yearly basis using district-approved forms and procedures. A teacher who fails to document concerns

regarding ESPs' behavior and/or performance during the school year and on the annual performance assessment is considered derelict in their duties and responsibilities.

Health Care Providers

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

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

Licensure

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 the rules of the Utah State Board of Education, a person must hold a valid license issued by the Utah State Board of Education to be employed in the district.
The employee is responsible for keeping licenses pertinent to their job current.

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

Policy Reference: Detailed licensing categories (Professional, Associate, and LEA-Specific), state endorsement rules, renewal timelines, and mentoring requirements are governed by Board Policy DAB (Employment Licensure) and Policy ABB (LEA-Specific Licensure Policy).

Utah Code Ann. § 34-34-2 (1969)

Mentor for Provisional Educator

The principal or immediate supervisor of a provisional educator shall provide a mentor 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 (3) 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 a stipend. Mentor teachers will receive $400 for the first year, $200 for the second year, and $100 for the third year.

Student Teachers and Interns

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 our students' emotional/social well-being be sacrificed to help a struggling student teacher.

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

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. Becoming fully licensed makes them eligible for the same salary and benefit package as other first-year teachers.

Substitutes

The Board may authorize the Superintendent to hire a substitute whom 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.

Substitute Age Requirements

Substitute teachers must be at least 21 years of age. Other subs must be at least 18 years old.

An individual seeking employment as a substitute teacher may be requested to furnish evidence to the district that the individual is physically and mentally fit to work.

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.

Substitute Pay

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

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

Substitute Compensation

Substitutes are paid as follows:

- Individuals with current teaching license $110
- Individuals with no license but have a college degree $10 $105
- All others $100

Long-Term Substitute Assignments and Compensation

In addition to the District's established substitute pay levels, substitutes may qualify for additional compensation based upon the length and nature of an assignment.

Pre-Determined Long-Term Assignments

When the District or school knows at the beginning of an assignment that a substitute is expected to serve in the same assignment for more than fifteen (15) workdays, the substitute will receive an additional $25 per day above the substitute's otherwise applicable daily rate beginning with the first day of the assignment.

The additional compensation will continue for the duration of the long-term assignment.

Assignments That Become Long-Term

In some circumstances, an assignment may not initially be expected to become a long-term substitute assignment. When a substitute works for the same teacher for more than five (5) workdays, the substitute will receive their regular applicable substitute rate for the first five days.

Beginning on the sixth (6^{th}) workday, the substitute will receive an additional $25 per day above their otherwise applicable substitute rate for each additional day the substitute continues in that assignment.

The additional compensation is not retroactive to the first five days because the assignment was not initially identified as a long-term assignment.

Experience-Based Substitute Pay Adjustment

A substitute who has worked 120 workdays for the District will qualify for an experience-based increase to the substitute's otherwise applicable daily rate.

For substitutes reaching 120 workdays after implementation of this provision, the experience-based increase will be $25 per day.

Substitutes who previously qualified for and are currently receiving the District's former $15 per day experience-based increase will receive an additional $10.

The 120-day experience adjustment is based upon the substitute's cumulative qualifying workdays with the District and is not dependent upon working for the same teacher, school, or assignment.

Licensed Substitute / Teacher-of-Record Exception

In rare circumstances, the duties required of a long-term substitute may substantially exceed the normal responsibilities of a substitute teacher. This may include situations in which the substitute is responsible for developing instructional or lesson plans, assessing student progress, assigning grades, communicating with parents, or otherwise performing responsibilities normally expected of the classroom teacher or teacher of record.

When administration determines that a substitute is substantially performing the duties of the regular classroom teacher or teacher of record, the substitute's compensation may be established at a different rate through consultation between the substitute and District administration.

This exception will be determined on a case-by-case basis based upon the length of the assignment, duties performed, qualifications of the substitute, and needs of the District. This provision will most commonly apply to individuals who hold, or have previously held, a teaching license.

Nothing in this provision automatically entitles a substitute to a licensed teacher salary or employment status solely because the substitute possesses an active or expired teaching license.

Volunteers

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 Superintendent or an authorized designee approves it.

Volunteers who are properly recognized by the school/district and who are performing an approved service as assigned by the school/district are considered employees of the district for purposes of:

1. Receiving workers' compensation medical benefits, which shall be the exclusive remedy for all injuries and occupational diseases as provided under the Workers' 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 are normally afforded to paid employees of the District.

Section 5: Leave

Leave Expectations

An employee who anticipates the necessity for taking any type of leave shall make the proper request to his/her building principal and/or immediate supervisor as soon as possible before the actual absence takes place. Employees who fail to request leave from the principal, immediate supervisor, or appropriate individual when absent and/or tardy may face disciplinary action, which could lead to dismissal.

Exceptions to this may exist when the leave is due to a personal emergency or illness. In these cases, phone contact must be made with the principal/supervisor or his/her designee as soon as possible.

It is the responsibility of the employee to initiate the appropriate process to cover their absences where applicable. 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 and possible dismissal. 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 a full day.

If, in the administration's judgment, 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 employee's expense before additional leave is permitted. The notification will be placed in the employee's personnel file and considered to be pertinent to future employment within the district.

Qualifying Employees

Certified employees working at or greater than 0.5 full-time equivalent (FTE) qualify for leave benefits, such as paid time off (PTO) and bereavement. Educational support professionals (ESPs) qualify for leave benefits if they work more than 30 hours a week. ESPs working greater than 20 hours a week for more than three (3) consecutive years in the district also qualify for leave benefits.

Paid Time Off (PTO)

Qualifying employees will be given 12 days of paid time off (PTO) annually. This time can be used for illness, accident, bereavement, recuperation, etc. It can also be used as personal leave for business/personal matters that cannot be scheduled outside the regular school day.

1. Administrators and supervisors may deny leave requests if they believe approving the leave would compromise the safety, teaching, learning, or business operations of the school, program, or department (see Criteria for Approval below).
2. **Full pay will be granted for leave, provided the absence procedure is completed and approved by the site administrator, immediate supervisor, or district administrator when required.** A PTO day is equal to a certified employee's contracted

FTE day, not their actual workday schedule. A PTO day is equal to five (5) hours for an eligible ESP employee working 20-29 hours per week. For all other eligible ESP employees working 30+ hours per work week, their PTO day is based on their budgeted workday.

3. For employees who begin their employment after the start of the regular contract year, the PTO leave allowance for the first year will be prorated based on the proportion of days they are employed compared to the total number of days in the contract year.

The number of PTO days accumulated can be accessed through a leave report on the district Employee Payroll Portal tab on the district website. Individuals should check that report monthly and direct concerns or questions to the district Employment Services Department.

Criteria for PTO Approval

The request will be evaluated based on the following factors:

1. The reason for the request;
2. The availability of a qualified substitute, where applicable;
3. The timeliness of the request, except in emergency situations;
4. The employee's absence history

Consideration will also be given to:

1. The number of teachers/departmental employees already scheduled to be out of the building;
2. The district's overall need for substitutes on the requested days;
3. Written or electronic notice of approval obtained from the principal, director, or supervisor prior to taking leave.

PTO for personal reasons will not be utilized (except for unusual, extenuating circumstances with prior supervisor approval) during the following:

1. first five (5) days or last five (5) days of school for students
2. during scheduled Parent-Teacher Conferences (PTC)
3. scheduled non-student attendance days -- expectations for ESP staff may vary

Use of PTO for personal reasons can be granted before and after a holiday at the supervisor's discretion.

PTO must be used in increments that meet the needs of the school/district. When a substitute staff member is needed due to an absence for PTO use, PTO will be used in either half-day or full-day increments.

It is highly recommended that employees use their PTO leave conservatively to develop a sick leave accumulation for future medical needs.

Retention of Unused Days – Emergency Bank

At the end of each contract year, unused PTO days will be converted to emergency days and housed in an emergency bank. Employees can accumulate up to 60 days in their individual emergency bank. Any days accumulated beyond 60 will be paid out at the end of each contract year into the employee’s URS 401(K) at 29% of their current daily rate.

Employees may request emergency banked days from the director of Employment Services and Compliance with the acknowledgment of their principal by completing and submitting an Emergency Bank form.

Emergency bank days must be requested prior to the absence. Any leave taken without prior approval will be considered leave without pay. Exceptions may apply in unusual and critical situations, as determined by the Employment Services and Compliance Director.

Banked days may not be used the day before a school holiday or the day after a school holiday. Banked days may only be used for the following:

1. Parental leave: Defined as maternity, paternity, or the adoption of a child.
2. Long-term illness: Permitted only for the employee or an immediate family member and defined as a medically diagnosed condition that requires an extended period of continuous treatment or recovery, lasting at least 30 calendar days. Documentation from a licensed healthcare provider must be submitted, specifying the nature of the illness and the expected duration of absence.
3. Serious health issue: Permitted only for the employee or an immediate family member and defined as a critical medical condition that poses a significant health risk and requires immediate and intensive medical intervention. Documentation from a licensed healthcare provider must be submitted detailing the diagnosis, the necessity of the treatment, and the anticipated impact on the employee's ability to work.
4. Bereavement: Days can be requested beyond what is offered in the bereavement policy.

Catastrophic Illness Bank

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

Participation

Participation in the Catastrophic Illness Bank is limited to employees who donate days during any contract year. To be eligible to participate, an employee must donate at least one (1) PTO day to the bank on/or before September 1 of the same contract year.

If a person is hired after September 1 of a contract year, the donation must be made within 30 calendar days of their employment. An employee 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. Employees who do not participate each year are not eligible to receive benefits that year, regardless of previous participation.

Eligibility and Benefits

Employees who are active participants in the Catastrophic Illness Bank program are eligible to draw upon the bank in situations where illness or injury to themselves, their spouse, or 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 for leave.

Before an employee can draw upon the Catastrophic Illness Bank, they must have used all paid leave that is available to them and incur two days (2) of leave without pay. An injury or illness does not qualify for coverage through the Catastrophic Illness Bank unless it requires the employee to be absent for a minimum of five (5) consecutive days.

Leave requests from the Catastrophic Illness Bank must be submitted to the Catastrophic Illness Bank committee for approval before the leave is taken. Any leave taken without prior committee approval will be considered leave without pay. Exceptions may apply in unusual and critical situations, as determined by the Employment Services and Compliance Director.

Each subsequent request to the Catastrophic Illness 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 Catastrophic Illness Bank automatically ends when an employee becomes eligible for other benefits, including, but not limited to, the district long-term leave program. Injuries covered by the district worker's 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 Catastrophic Illness Bank.

Medical Appointments

Medical appointments after the employee has returned to work associated with the illness or injury that qualified for relief through the Catastrophic Illness Bank may be covered by the provisions of this program if approved by the Catastrophic Illness Bank committee.

Access

Active participants in the program will access the benefit by making a formal application for consideration by the Employment Services and Compliance Director. The Employment Services and Compliance Director will call a Catastrophic Illness Bank Committee meeting to determine the request's eligibility. Committee members do not have to meet in person and can determine requests via email. 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 120 days of paid leave through the Catastrophic Illness Bank during any given contract year. An individual employee is limited to a lifetime maximum of 180 days of paid leave through the Catastrophic Illness Bank.

Both maximums are based on the presumption that there will be adequate time in the Catastrophic Illness Bank to cover the request. The district will not subsidize the Catastrophic

Illness Bank if a shortage occurs. All time donations must come from participating employee groups.

Excessive Demands Upon the System

If the demand for days exceeds the balance in the Catastrophic Illness Bank, the committee will be permitted to request additional days from the participating employee groups. The first employees to be given the opportunity to donate will be those who have not donated for a maximum of three days. Employees who have donated for a maximum of three days will be given a second opportunity to donate.

If a shortage is still present, donations may be requested from all other employees in participating employee groups. Participation of these individuals makes them eligible for Catastrophic Illness Bank benefits on a prorated basis.

Perpetuation

Time donated to the bank during any given year that is not used will remain in the bank for the following year. The bank will never be permitted to "carry over" more than 180 days from the previous years. However, the total number of days available within any contract year may exceed 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.

Catastrophic Illness Bank Committee

The Catastrophic Illness Bank is considered to be an employee's program permitted by the district. Decisions associated with the program are made by the Catastrophic Illness Bank Committee.

Decisions made by the Catastrophic Illness Bank Committee are considered to be final unless accusations of discrimination and/or inconsistency in the administration of guidelines are made. Appeals based on these issues are to be made directly to the Employment Services and Compliance Director, who will be responsible for the development of a hearing panel.
The Catastrophic Illness Bank Committee comprises two subcommittees, one for ESPs and one for Certified personnel. Each subcommittee comprises 5-7 employees from each category appointed and overseen by the Employment Services and Compliance Director.

The Catastrophic Illness Bank Committee accepts and reviews requests and makes determinations. The district office maintains attendance records and completes donations when a signed authorization from an employee is provided.

Board Role

The Board retains the authority to authorize the program annually, including reviewing any changes in the rules and regulations governing it. The Board also requires a yearly report on the program's status, including donations and employee utilization.

Bereavement

Each eligible 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. The immediate family is defined as including one's spouse, parent, child (natural, step, in-law, or adopted), grandchild, brother/brother-in-law, sister/sister-in-law, and spouse's parent. The leave may also be extended when a person assumes these roles for the employee or in situations where the employee has assumed immediate family responsibility.

An employee may be granted one (1) day of paid bereavement leave for the funeral and not more than two (2) days of paid leave for travel to funerals for grandparents and spouse's grandparents.

Additional days, if necessary, will be deducted from the employee's PTO account and/or Emergency Bank. If an employee is a contributing member, they may apply for up to two (2) days from the Catastrophic Illness Bank after using all of their PTO.

Absences that are the result of deaths of individuals not mentioned above can be covered by PTO or leave without pay.

Employees responsible for conducting and/or participating in a funeral in an official capacity shall be allowed bereavement leave for the period required to conduct or participate in the funeral. In cases where a student, staff member, former staff member, or prominent friend of the school has died, the building administrator may use his/her discretion regarding permitting staff to attend the viewing and/or funeral when the activities are located within the area.

Jury Duty

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 results from 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, is considered a paid leave of absence.

Leave that is the result of a subpoena to appear in court for a non-district issue is 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.

Parental and Postpartum Recovery Leave

Definitions

"Child" means an individual younger than 18 years old.

"Parental leave" means leave hours provided to a parental leave-eligible employee to bond with a child or, in the case of a guardianship appointment, an incapacitated adult.

"Parental leave-eligible employee" means an employee who:

1. Is an employee of Morgan County School District (MCSD);
2. Is in a position that receives retirement benefits;
3. Accrues paid leave benefits that can be used in the current and future calendar years;
4. Is assuming a parental role concerning the child or the incapacitated adult for which parental leave is requested; and
    a. Is the child's biological parent;
    b. Is the spouse of the person who gave birth to the child;
    c. Is the adoptive parent of the child, unless the employee is the spouse of the pre-existing parent;
    d. Is the intended parent of the child, and the child is born under a validated gestational agreement;
    e. Is appointed the legal guardian of the child or the incapacitated adult;
    f. Is the foster parent of the child

"Postpartum Recovery Leave" means leave hours MCSD provides a postpartum recovery leave-eligible employee to recover from childbirth that occurs at 20 weeks or greater gestation.

"Postpartum recovery leave-eligible employee" means an employee who:

1. Is in a position that receives retirement benefits;
2. Accrues paid leave benefits that can be used in the current and future calendar years;
3. Gives birth to a child

"Qualified employee" means a parental leave-eligible employee, or a postpartum leave-eligible employee.

Parental Leave

Eligible employees may use up to three (3) work weeks (15 days or 15 prorated days for part-time employees) of paid parental leave for:

1. The birth of the parental leave-eligible employee's child;
2. The adoption of a child;
3. The appointment of legal guardianship of a child or incapacitated adult;
4. The placement of a foster child in the parental leave-eligible employee's care

A part-time qualified employee may use parental leave or postpartum recovery leave on a pro-rated basis.

Parental Leave Restrictions

Parental leave may not be used before the day on which:
1. The parental leave-eligible employee's child is born;
2. The parental leave-eligible employee adopts a child;
3. The parental leave-eligible employee is appointed legal guardian of a child or incapacitated adult;
4. A foster child is placed in the parental leave-eligible employee's care

Parental leave may not be used more than six (6) months after the date described in Subsection 1 of Parental Leave Restrictions.

Parental leave may not be used intermittently unless:
1. By mutual written agreement between the Employment Services and Compliance Director and the parental leave-eligible employee;
2. A health care provider certifies that intermittent leave is medically necessary due to a serious health condition of the child

Parental leave runs concurrently with any unpaid leave authorized under the Family and Medical Leave Act of 1993.

Parental leave runs consecutively with postpartum recovery leave.

The amount of parental leave does not increase if a parental leave-eligible employee:
1. Has more than one child born from the same pregnancy;
2. Adopts more than one child;
3. Has more than one foster child placed in the parental leave-eligible employee's care;
4. Is appointed legal guardian of more than one child or incapacitated adult

Extended Parental Leave (See Family and Medical Leave)

Upon request made by the employee to and with the approval of the Employment Services and Compliance Director, parental unpaid leave may be extended beyond the 12 weeks granted under the FMLA policy. This extension is available to either parent in cases of pregnancy, birth, or adoption that present a serious health issue for the employee, child, or spouse.

An employee who is granted an extended parental leave shall 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 when the parental leave began shall be restored when the employee returns.

In situations where extended parental leave is not requested, and a child is born normally, the employee is expected to return to work within 12 weeks of leaving work on parental leave.

A pregnant employee may continue working as long as they are physically able to perform their job responsibilities, both during the pregnancy and afterward.

Postpartum Recovery Leave

A leave-eligible employee may use up to six (6) work weeks (30 days or 30 prorated days for part-time employees) of paid Postpartum Recovery Leave for recovery from childbirth.

Postpartum recovery leave shall be used starting on the day the postpartum recovery leave-eligible employee gives birth unless a health care provider certifies that an earlier start date is medically necessary.

Postpartum recovery leave shall be used in a single continuous period unless otherwise authorized by the Employment Services and Compliance Director;

Postpartum recovery leave runs concurrently with any unpaid leave authorized under the Family and Medical Leave Act of 1993;

Postpartum recovery leave runs consecutively to parental leave.

Postpartum Recovery Leave Restrictions

The amount of postpartum recovery leave does not increase if a postpartum recovery leave-eligible employee has more than one child born from the same pregnancy.

Notice to Request Parental and/or Postpartum Paid Leave

A qualified employee shall give the Employment Services and Compliance Director notice at least 30 days before the day on which the qualified employee plans to:

1. Begin using parental and/or postpartum leave under this section;
2. Stop using postpartum and parental leave
3. If circumstances beyond the qualified employee's control prevent the qualified employee from giving notice, the qualified employee shall give each notice as soon as reasonably practicable

The district will not compensate a qualified employee for unused parental or postpartum recovery leave upon termination of employment.
Following the expiration of a qualified employee's parental or postpartum recovery leave, the district shall ensure that the qualified employee may return to:

1. The position that the qualified employee held before using parental leave or postpartum recovery leave;
2. A position within the district that is equivalent in seniority, status, benefits, and pay to the position the qualified employee held before using parental or postpartum recovery leave.

When a qualified employee uses parental or postpartum recovery leave, the employee shall continue to receive all employment-related benefits and payments at the same level that the employee received immediately before beginning the parental or postpartum leave, provided that the employee pays any required employee contributions.

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 request 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.

Annual Leave (Vacation)

Annual leave is earned by all regular, full-time employees who are scheduled to work at least 240 days a year and have permanent positions with the district. A small number of individuals employed in administrative and support services also earn annual leave. There is a 60-day waiting period before annual leave is accessible.

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

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

- Year 6 = 11 days
- Year 7 = 12 days
- Year 8 = 13 days
- Year 9 = 14 days
- Year 10 = 15 days
- Year 11 = 16 days
- Year 12 = 17 days
- Year 13 = 18 days
- Year 14 = 19 days
- Year 15 = 20 days (maximum)

A "day" is based on the number of hours the employee actually works. Annual leave (vacation) is accrued on July 1 each year.
An employee's immediate supervisor may deny a request for specific days if the building/district's needs do not permit it.

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

Leave Without Pay

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

The Employment Services and Compliance Director may approve leave without pay for up to four (4) days per year.

1. All leave without pay requests must be submitted at least three (3) days ahead of time and pre-approved.

2. Leave without pay requests exceeding four (4) days will be denied except in cases of emergency or exceptional circumstances.

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

Under the Family and 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 employee's next paycheck.

Military Leave

The district will provide eligible employees with up to 15 workdays of paid military leave per fiscal year for qualifying military service. Paid military leave will be provided at the employee's regular district rate of pay, will not be deducted from the employee's accrued leave, and will be prorated for part-time employees. Employees may retain any compensation received for their military service.

Military leave exceeding 15 paid workdays will be unpaid unless the employee elects to use available PTO, personal leave, annual leave, or other eligible accrued paid leave. Employees will not be required to use accrued paid leave during military service.

Employees needing military leave, including extended military leave, should notify the Employment Services and Compliance Director as far in advance as reasonably practicable. Notice may be written or verbal and is not required when military necessity or other circumstances make advance notice impossible or unreasonable.

Employees returning from qualifying military service will be reemployed in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable Utah law, including applicable rights regarding position, seniority, status, pay, and benefits.

Military leave, benefits, and reemployment rights will be administered in accordance with USERRA and applicable state and federal law.

Family Medical Leave (FML)

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.

An "eligible employee" means any active employee of the district who has been employed for at least 12 months by the district and worked at least 1,250 hours during the immediate 12-month period prior to any request for leave under this policy.

29 CFR § 825.110

Definitions

"Employment benefits" means all benefits provided by the district to its employees such as group life insurance, health insurance, disability insurance, leave, educational benefits and pension or retirement benefits.

"Health care provider" means a licensed doctor of osteopathy or medicine.

"Parent" means the natural or adoptive parent of a child or legal guardian who acts in the place of a parent.

"Son or daughter" means a biological, adopted, fostered, or stepchild, or a legal ward of a person who acts as a 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" means a legal husband or wife.

"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;
2. Continuing treatments by a health care provider include the following:
    a. Two visits within the first 30 days of incapacity, with the first visit occurring during the first seven (7) days of incapacity;
    b. Periods of inability to work for more than three (3) consecutive calendar days that also involve treatment two (2) 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 two (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 (including recurring episodes of a single underlying condition);
        iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
    f. A period of incapacity that is permanent or long-term due to a serious health condition for which treatment may not be effective, such as Alzheimer's disease, severe stroke, or terminal stages of a disease.

Eligibility

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

1. The birth of a son or daughter of the employee and to care for that newborn son or daughter;
    a. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work.
2. The placement of a son or daughter with the employee for adoption or foster care;
    a. A father, as well as a mother, can take family leave for the birth, placement for adoption, or foster care of a child.
3. A spouse, son, daughter, or parent has a serious health condition;
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;
8. Additional activities not encompassed in the above, but agreed upon by the employee and the district

Concurrent Leave

The Board hereby designates any paid or unpaid leave taken by an FMLA-eligible employee for an FMLA-qualifying reason to be counted as part of and included in the employee's available leave under the Family Medical Leave Act. Such leave shall run concurrently with FMLA leave after the District provides any notices required by law. Leave taken for a reason that does not qualify under the FMLA, or by an employee who is not eligible for FMLA leave, shall not be counted against the employee's FMLA entitlement.

The district hereby requires the employee to substitute any available accrued vacation leave, personal leave, family leave, or other applicable leave for otherwise unpaid FMLA leave, to the extent permitted by the FMLA and consistent with the eligibility requirements and terms of the applicable district leave policy. Paid leave substituted under this paragraph shall run concurrently with FMLA leave and shall not extend the FMLA leave period.

Nothing in this policy requires the district to provide paid sick, vacation, annual, personal, family, or other paid leave in any situation in which such leave is not otherwise provided under district policy or applicable law. Nothing in this policy reduces or eliminates a separate paid-leave entitlement provided by Utah law, including parental leave, postpartum recovery leave, adoption leave, or foster leave. Such statutory leave shall run concurrently with FMLA leave when the employee is eligible for FMLA leave, and the absence qualifies under the FMLA.

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.

Spouses of District Employees

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;
2. Leave is sought to care for a sick parent.

Required Medical Certification

Medical certification may be required for leave involving a serious health condition or other circumstances for which certification is permitted under the Family and Medical Leave Act.

1. The Board hereby designates all qualifying leave as Family Medical Leave.
2. The medical certification shall be provided at least 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 are required for the condition, an estimate of the probable number of such treatments is needed;
    d. Which part of the definition of "serious health condition," if any, applies to the patient's condition, and what medical facts 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;
        iii. Must be absent from work for treatment.

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

Other Provisions

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

No benefit accrued before taking leave shall be lost due to taking leave under this policy.

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

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

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

Rules Applicable Near End of School Year

If the employee begins leave more than five (5) weeks before the end of the school year, the employee may be asked to continue taking unpaid leave until the end of the school year if:
1. The leave requested is of at least three (3) weeks duration;
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 that commences less than five (5) weeks before the end of the school year, then the employee may be asked to 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 a personal serious health condition during the period that commences three (3) weeks before 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.

Retained Leave

The district does not reimburse unused sick, PTO, and vacation 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, PTO leave, vacation leave, or other benefits.

Current Sick/Personal Leave Balances

Employees with leave balances have up to 30 of those days rolled into their individual Emergency Bank.

Pre-Retirement Bank Usage

Retirement Bank days can be requested if:

1. Your current school year’s 12 PTO days and any available comp time have been used;
2. Your Emergency Bank has a zero balance

Section 6: Parents

Parental Rights

Morgan County School District recognizes that a parent has the primary responsibility for educating his/her child and that the district is in a secondary and supportive role to parents. The school district also recognizes a parent's right to *reasonable* accommodations for his/her child. The district balances the rights of parents with the educational, academic, and behavioral needs of other students, the academic and behavioral impacts to a classroom, a teacher's workload, room capacity, working conditions, safety and supervision, the efficient allocation of expenditures, and the assurance of the safe operation of the school.

A parent may make a written request to:

- Have his/her child retained based on the child's academic ability or the student's social, emotional, or physical maturity;
- Excuse his/her child from attending a family event;
- Visit a healthcare provider without requiring a note from the provider;
- Select a teacher or request a change of teacher.
- Visit and observe any class that the child attends;
- Meet with the teacher at a mutually agreeable time, other than regular parent/teacher conferences;
- Excuse his/her child from taking a statewide or NAEP test

The Family Educational Rights and Privacy Act (FERPA) is a federal law protecting student educational records' privacy. Schools must have written permission from the parent to release any information from a student's education record unless the information has been designated as "directory information," but still allow parents to opt out. FERPA allows schools to disclose student records without consent to appropriate parties with legitimate educational or judicial interests.

Parents may inspect and review their child's education records and may have a copy of the records upon request for a nominal fee. Parents have a responsibility to notify the school when changes in residence and telephone numbers occur.

Instructional materials are available for parents to inspect. Written parental consent is required before students participate in any education-funded survey, analysis, or evaluation that reveals information concerning political affiliations, mental and psychological problems, sex behavior and attitudes, illegal, anti-social, self-incriminating behavior, critical appraisals of close family relationships, legally recognized privileged or analogous relationships, e.g., lawyers, physicians, and ministers, income (other than that required by law to determine eligibility for financial assistance), and religious affiliations or beliefs.

Utah Code 53A-15-1502