

## **4501 C - PERSONNEL – CLASSIFIED ASSOCIATION AGREEMENT**

### **Powers and Duties**

**The Grand County Board of Education and Grand Classified Employees Association recognize the Board has certain powers, discretion and duties under the constitution and laws of the State of Utah which cannot be delegated, limited, or abrogated by agreement with any party, organization or association. All approved provisions of the policies and rules of the following personnel section or any application of the policies to classified staff shall have effect only to the extent permitted by law. All other provisions or applications of the personnel section shall continue in full force and effect.**

**Policies and rules of this personnel section shall be mutually negotiated following an annual review or at times mutually convenient to both parties.**

*Adopted: 8-18-93 \* Grand County School District \* Moab, Utah*

## **4502 C - PERSONNEL - ORGANIZATIONS**

- 1. The Grand Classified Employees Association (GCEA) shall be the representative of the professional staff so long as said association has a membership sufficient to constitute a majority of those staff members. This representation shall include but not be limited to negotiations of terms and conditions of employment, grievance procedures, and committee assignments with the District.**
- 2. The GCEA shall have the exclusive right to use school facilities, rooms, equipment, mail boxes, and bulletin boards for the purpose of conducting official GCEA business as authorized by the local president or his/her appointed representatives.**
- 3. The Board of Education and GCEA encourage professional staff members to join and actively participate in their professional association for the mutual betterment of education. The Board and the GCEA do, however, recognize that it is the choice of every staff member to join or not to join as they may choose. The Board and GCEA will in no way discriminate or take any unfavorable action against any staff members based on GCEA membership.**
- 4. For the purpose of free and open communication between GCEA and the Board, the GCEA Executive Committee will have an agenda item as part of their meeting for any concerns or information from the Board or Superintendent. The Superintendent should give two days advance notice of his/her intention to bring any items to the Executive Committee. The Board of Education will also extend time to GCEA on their agenda at regular board meetings. Advance notice should be given of those items that are to be presented to the Board.**

**The Board agrees to discuss with the GCEA before making any changes in tax levy, major changes in revenues for programs, and changes in budgeting policy before final adoption of such considered changes.**

## **4503 C - PERSONNEL - NEGOTIATIONS**

**The negotiation teams of the Grand Classified Employees Association (GCEA) and the Board of Education shall be vested with the necessary authority to make proposals, concessions, and decisions within the frame work of the negotiations process. Neither party shall have any authority to determine the make up of the negotiation team of the other party. When mutual agreement of negotiation items have been reached by both teams, they must be ratified by the majority of the Board members and the majority of the GCEA members before final adoption of said items can take place.**

**Negotiation should begin within 30 days of the close of the regular legislative session of each year for the purpose of negotiating any changes in the personnel agreement and developing a salary schedule for the following contract year. Negotiations will continue as long as necessary, and at times and places mutually agreeable to both negotiation teams, until mutual agreement is reached.**

*Adopted: 8-18-93 \* Grand County School District \* Moab, Utah*

## **4504 C - PERSONNEL - GRIEVANCES**

### **Definition**

**A grievance is a written claim on the part of the employee that he/she has been adversely affected by a violation, misinterpretation, or inequitable application of this agreement which was not settled to the satisfaction of the employee at the first supervisory level.**

### **Procedure**

**All grievances shall be resolved in accordance with the following procedure:**

#### **Step 1 - Oral Grievance**

**Informal Discussion:** The employee with a grievance must first attempt to resolve it informally by discussing the issue with his/her immediate supervisor within seven working days after the employee becomes aware of the act or condition upon which the grievance is based.

**Supervisor's Response:** The supervisor shall have up to sixty working days after learning of the grievance to consider the matter and give his/her answer orally to the employee.

#### **Step 2 - Written Grievance**

**Time Limitation:** If the grievance is not resolved informally in Step 1, the employee may file the grievance with his/her immediate supervisor in writing within ten (10) working days after receiving the answer in Step 1.

**Requirements:** The written grievance shall describe the nature of the grievance and the facts giving rise to it, shall note the provisions alleged to be violated, the position of the employee with respect to such provisions, and shall state the specific remedy requested to resolve the grievance.

**Supervisor's Response:** The supervisor shall have up to ten (10) working days after receiving the written grievance to investigate the matter, meet further with the employee and representatives of the personnel office and the Association, if needed, make a decision, and communicate the answer in writing to the parties concerned.

**NOTE:** The specified time limits on both the employee and the supervisor may be extended, if justified, and mutually agreed to by the District and the Association.

#### **Step 3 - Appeal of Written Grievance**

**Time Limitations:** If no mutually agreeable settlement is reached in Step 2, the employee may submit a copy of the written grievance to the Superintendent within five (5) working days after receiving the answer in Step 2, requesting that the immediate supervisor's decision be reviewed by the Superintendent's Office.

**Superintendent's Investigation:** The Superintendent or his/her designee and staff shall investigate the case, request all pertinent facts, and meet with the employee within ten working days after receiving the written appeal, to try to resolve the grievance.

**Decision:** The Superintendent or his/her designee shall make a decision within ten working days after the Step 3 grievance meeting and communicate the decision in writing to the parties concerned.

### **Time Limits**

#### **Loss of Right to Grieve**

No grievance shall be entertained or processed unless it is submitted within seven working days after the employee becomes aware of the act or condition upon which the grievance is based. If a grievance is not presented within such time limits, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the employee involved and the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

#### **Meetings and Representation**

**1. Scheduling:** Meetings held under this procedure shall be conducted at times and places which will afford a fair and reasonable opportunity for all necessary persons, including witnesses, to attend. Such meetings shall be conducted during non-working hours unless there is mutual agreement for other arrangements.

**2. Right to Representation:** In any grievance meetings all of the parties directly involved shall have the right to be accompanied, advised, and/or represented by a person of their own choosing.

## **4511 C - PERSONNEL - PHYSICAL EXAMINATION**

All bus drivers are required to have a physical examination upon employment and annually thereafter by a competent medical doctor and file a report of the same with the superintendent. The Board shall assume the fee up to and including \$50.00 for such examination.

All lunchroom personnel are required to have a physical examination upon employment. The Board shall assume the fee up to and including \$50.00 for such examination.

The District also reserves the right to require a health examination before the employee returns to work following illness, other leave, or at any time when the need for such examination may be indicated.

### **Confidentiality of Examination Results**

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

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

## **4512 C PERSONNEL - ORIENTATION**

The supervisor is responsible for the orientation of new staff assigned to his/her school. He/she should give information and general directions in regard to the following:

1. the names of fellow employees;
2. location and use of physical facilities of building: classroom, cafeteria, library, employees' lounge and lavatories;
3. forms such as attendance reports, purchase orders, etc.;
4. method of ordering supplies, securing equipment, etc.;
5. work schedule and meaning of all bell signals;
6. regulations for pupils during, before and after school hours;
7. directions regarding meetings, inservice training meetings, other meetings, assignments, regulations, policies concerning absence, attendance, etc.;
8. the goals and aspirations of the schools;
9. school system policies and regulations;

*Adopted: 8-18-93 \* Grand County School District \* Moab, Utah*

## **4513 C - PERSONNEL - EMPLOYMENT & CONDITIONS OF WORK**

During the first year of employment in a classified position, i.e. aide position for nine months of the school year, or custodial position with twelve-month contract, an employee shall be deemed to be a provisional employee. As a provisional employee he/she will be subject to dismissal by the District during the first year/probationary period. Should the services of the employee be discontinued he/she is not entitled to a hearing with the Superintendent or with the Board of Education.

The Superintendent shall establish work schedules, provision for absences and other conditions of work in keeping with the Board's policies. Working conditions shall be designed to promote excellent physical and mental health of all employees.

General employment regarding vacations, leaves of absence, resignation, re-employment, duties, hours and other matters related to the nature of the position not specifically noted herein are determined by the Board of Education upon recommendation of the administrator of the department and the Superintendent. These will not necessarily be identical for all departments.

*Adopted: 8-18-93; Revised: 8-08-96 \* Grand County School District \* Moab, Utah*



## **4514 C - PERSONNEL - ASSIGNMENT & TRANSFER**

When a classified position becomes vacant prior to the last day of the school year, the District will advertise the position internally (encompassing all schools) and externally, concurrently. The position will be advertised in-district for one week; interested employees must fill out an application and submit it to the District Office. Applicants will be screened and interviewed at the end of the week. The position will be advertised out-of-district for two weeks and out-of-district applicants will be screened and interviewed if the position has not been filled in-house. Current District employees will not be required to go through the application process with out-of-district applicants.

If it is necessary to transfer a current classified employee due to program realignment, transfers shall be based upon a consideration of:

1. student needs;
2. program needs (i.e., consistent, appropriately staffed and well implemented student programs. Not moving someone from a position where he/she is needed and succeeding.);
3. longevity;
4. skills and training.

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## **4515 C - PERSONNEL - STAFF MEETINGS**

Staff meetings should be scheduled in the time frame of the normal workday. When unusual circumstances exist, additional time should be provided to complete necessary business.

*Adopted: 8-18-93 \* Grand County School District \* Moab, Utah*

## **4516 C - PERSONNEL - PROFESSIONAL GROWTH**

All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

The Superintendent shall provide the staff with opportunities for professional growth by the following methods:

1. released time for attendance at professional meetings; and
2. inservice program of institutes and professional meetings.

*Adopted: 8-18-93 \* Grand County School District \* Moab, Utah*

## **4521 C - PERSONNEL - PAYROLL**

### **Salary Schedule**

A salary schedule for all the work classifications in which classified personnel are employed shall be adopted annually by the governing board.

Classified employees shall be placed on the salary schedule according to job requirements and experience. Such classification is made at the time of appointment.

New classified employees will be hired at Step 1 with 0-2 years previous experience; at Step 2 with 3-5 years previous experience; Step 3 with 6 or greater years experience. In a critical need situation, if a qualified applicant cannot be found, the Board and the GCEA representative may authorize a higher step.

The District may increase the salaries of its classified employees during a school year by the adoption of a resolution to that effect before the beginning of the school year.

Annual one-step pay increases will be granted upon completion of 75% of one year of service, regardless of position, by July first.

### **Payroll Checks & Deductions**

Payroll checks for all employees will be issued from the Office of the Clerk on the 20th of each month. If the 20th falls on Saturday, Sunday or a holiday, payment will be made on the day preceding the Saturday, Sunday or holiday.

Payroll checks shall include a detachable section on which an itemized account is given of the monthly deductions as authorized by law in addition to those authorized by each employee.

It shall be the employee's responsibility to see that exemption certificates, social security numbers, changes in dependents and marital status are properly filed with the clerk before payroll checks will be issued.

Payroll sheets will be due on the 1st of each month for those employees paid on a monthly salary rate; and on the 12th of each month or on the last working day preceding the 12th when the 12th occurs on a holiday or weekend for those employees paid on an hourly rate.

Requests for deductions or to discontinue deductions for membership fees, insurance, credit union and other such deductions shall be made in writing by each employee and filed with the clerk no later than the 12th of each month. If the request for deduction is filed after that date, the deduction will be made the following month.

### **Accrued Sick Leave**

Written notification of accrued sick days as of the previous June 30th will be provided in the August 20th paycheck or by separate letter at that time.

### **Loss of Pay Formula**

Deductions will be computed in the following manner:

1. ***One full day deduction***- the base salary divided by the number of days in the contract year.
2. ***Hourly deduction rate*** - the base salary divided by the number of days in the contract year, divided by hours worked per day.
3. ***Jury Duty*** - The District will pay each employee selected for jury duty the difference between the amount paid for jury duty and their regular salary.

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## **4522 C - PERSONNEL - OVERTIME PAY/COMPENSATORY TIME**

The following time elements concerning the normal working day, week, and month are established for all district classified personnel. Actual time requirements for specific assignments may vary according to district needs and budget restrictions. For purposes of computing overtime pay or compensatory time off, the specified time element will apply: Normal work week will be Sunday through Saturday.

Overtime pay/compensatory time off will be determined for the full pay period.

1. Overtime pay will be paid at the rate of one and one-half hours of the regular hourly rate.
2. Compensatory time off will be provided at a rate of one and one-half hours for each hour of overtime accumulated over and above the normal working period.
3. Monetary compensation will be paid for overtime services unless a written agreement is established between the District and the employee prior to the time the overtime service is provided.
4. All overtime must have the prior approval of the employee's immediate supervisor. Overtime hours accumulated by the employee without approval of the immediate supervisor will not receive monetary compensation or compensatory time off.
5. The maximum compensatory time which may be accrued by any affected employee shall be 240 hours (i.e., not more than 160 hours of actual overtime hours worked). An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work.
6. An employee shall be permitted to use accrued compensatory time within a reasonable period after it is requested if to do so would not unduly disrupt the operations of the district.
7. An employee who has accrued compensatory time off authorized to be provided under this policy, shall upon termination of employment, be paid for unused compensatory time at a rate of compensation not less than:
  - A. The average regular rate received by such employee during the last three years of the employee's employment or;
  - B. The final regular rate received by such employee, whichever is higher.

### **Temporary Promotions**

1. Classified employees may perform work at a level above their normally assigned positions. A classified employee, trained in the performance of a classroom program, may take the place of a teacher for a full day in order to save the cost of calling a substitute for either the teacher or the

classified employee. No substitute will be called. The classified employee will earn his/her regular rate plus \$10.00 for that day.

2. After five (5) consecutive days a classified employee covering for a teacher will receive the non-certificated step of the Certified Salary Schedule.

### **Bus Drivers**

Layover time or time accumulated while the driver does not have driving or supervisory responsibility, will be paid in accordance with the approved reduced hourly schedule. This time will not be credited as normal work time nor will drivers be able to accumulate these hours towards overtime or compensatory time off.

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*\* Grand County School District \* Moab, Utah*

## **4523 C - PERSONNEL - MEDICAL INSURANCE**

Medical insurance coverage shall be provided for all full-time classified employees, and regardless of annual hours worked, these same employees will be covered under the family leave guidelines found in [4544 C](#).

If more than one family member is employed by the District the determination of which full-time employee is listed as the primary insured employee will be determined by the person with the first birthday of the year.

Benefits are extended to half-time employees, however, such employees must pay one-half the cost of the benefits. Employees working more than half-time are given full benefits.

Personnel who terminate during the year will have their group health insurance dropped at the end of the month in which they terminate.

***Adopted: 8-18-93; Revised: 8-17-94; Revised: 09-12-00 \* Grand County School District \*  
Moab, Utah***



## **4531 C - PERSONNEL - EVALUATION**

Evaluation for re-employment purposes, or appraisal of service, should serve three purposes:

1. To raise the quality of services.
2. To raise standards.
3. To aid the individual employee to grow professionally.

Evaluation of the employee must be a cooperative continuing process designed to improve the quality of work. Employees are involved in the evaluation process. Therefore, the Board delegates to the staff the responsibility of developing, organizing and implementing a system-wide program for evaluating the work process as one means to insure quality control.

The evaluation of an individual's performance is considered the primary activity of support provided by the supervisor. Individual evaluations shall be conducted throughout the school year and shall be directed toward employee and supervisor awareness. The outcomes should be improved communications, personal growth, employment recommendation and planned program development.

In order to be effective and beneficial to the overall school and district program, the entire evaluation process should be one of cooperation, mutual respect, realistic assessment and coordination between the supervisor and his/her staff.

*Adopted: 8-18-93; Revised: 09-12-00 \* Grand County School District \* Moab, Utah*

## 4532 C - PERSONNEL - DISCIPLINE

### Corrective Discipline

- 1. Intent A. **Purpose:** This program of corrective employee discipline is intended to help promote and maintain a high level of acceptable behavior on the part of all classified employees, with the ultimate goal of creating the most productive working climate for employees, and the best possible learning environment for students. B. **Principle:** The corrective discipline program is based on the concept that many employee performance problems can be corrected through the systematic use of progressive discipline, with increasingly severe penalties for repeated or serious instances of employee misconduct. By applying the steps of corrective discipline, the District hopes to correct any patterns of unacceptable conduct on the part of classified employees. If, however, an employee remains unable or unwilling to correct such conduct, the District has an obligation to pursue the steps required for the orderly dismissal of the individual from District employment.

C. **Objectives:** The objectives of corrective discipline can be stated as follows:

- To help correct performance problems
- To help communicate what is expected
- To establish consistent standards
- To protect the District's investment in employee training
- To preserve the individual's employment when possible
- To dismiss with fairness when necessary

D. **Elements of Fairness:** The corrective discipline program assumes that fair discipline of employees should incorporate the following elements:

- - - Good communication of rules
    - Consistent application of rules specific warning of problems
    - Careful investigation of facts
    - Chance to hear both sides of story
    - Specific evidence of wrongdoing
    - Level of discipline that fits level of infraction
    - Progressive discipline for minor offenses
    - More serious discipline for more serious offenses
- 2. Definitions

A. **Corrective Discipline:** includes any warnings, suspensions, or dismissals initiated by the Board or its representatives against an employee for acts or omissions which shall include, but not be limited to, those acts, or omissions described below.

B. **Board:** is the Board of Education of the School District.

C. **Employee:** all non-certificated and non-administrative personnel.

3. Grounds for Misconduct A. **Cause:** Just cause for disciplinary action, up to and including dismissal, shall include but not be limited to the following acts or omissions by a classified employee. Such acts or omissions shall constitute misconduct under the provisions of this corrective discipline program. (1) Conduct which violates any established rule, regulation, policy or directive.

(2) Conduct which violates any provision of the collective bargaining agreement between the Board and the employees' Association.

(3) Conduct which violates the criminal law of this State or of the United States.

(4) Conduct which violates commonly established standards of morality.

(5) Conduct which exposes the District to censure, ridicule, or reproach.

(6) Theft.

(7) Use of District property for personal gain.

(8) Negligent or willful damage to District property.

(9) Waste of District supplies or equipment.

(10) Dishonesty or falsification of any information supplied to the School District, including data on application forms, employment records, or other information given to the District.

(11) Unexcused absence.

(12) Excessive tardiness.

(13) Excessive absenteeism.

(14) Abuse of sick leave.

(15) Incompetency or inefficiency in the performance of duties.

(16) Negligence or carelessness in the performance of duties.

(17) Inability to perform the essential functions of employee's job with reasonable accommodation as defined by ADA.

(16) Negligence or carelessness in the performance of duties.

(18) Bringing an intoxicant onto school property; consuming an intoxicant on school property; or reporting for work under the influence of an intoxicant.

(19) Bringing a narcotic or other controlled substance onto school property; using a narcotic or other controlled substance on school property; or reporting for work under the influence of a narcotic or other controlled substance.

(20) Insubordination.

#### 4. Grounds for Immediate Suspension Without Pay, Pending an Investigation

A. **Cause:** Just cause for immediate suspension pending an investigation shall include but not be limited to the following alleged violations. These violations constitute such serious misconduct that immediate action is warranted. (1) Being arrested and accused of a felony.

(2) Reporting for work under the influence of drugs or intoxicants.

(3) Possession, use, or sale of drugs or intoxicants during employment hours.

(4) Theft.

(5) Negligence by an employee which endangers the lives of others.

(6) Sexual conduct during employment hours which deviates from society's norms.

(7) Willful damage to District or school property.

(8) Falsification of records or data with the intent to defraud.

(9) Fighting during employment hours.

(10) Willful refusal to perform an assignment or to comply with a directive given by the employee's supervisor.

**NOTE:** Should the employee be found innocent the District may award back pay.

#### **Persons Qualified to Issue or Initiate Corrective Discipline**

1. **Eligible Individuals:** The Board of Education, the Superintendent, and any administrator, or supervisor may issue or initiate corrective discipline relative to classified employees of the District who are under their jurisdiction.

2. **Suspension and Dismissal Requirement:** Suspensions and dismissals should not be given without the approval of the Superintendent.

### **Communication of Rules**

1. **Distribution:** Each classified employee will be given a copy of the rules which apply to them.

2. **Distribution of Memoranda:** Whenever new rules, regulations, or policies are adopted, copies will be given to all affected employees in memorandum form.

### **Forms of Corrective Discipline**

1. **Misconduct:** Misconduct may be grounds for applying the following corrective disciplinary measures: A. Verbal Warning

B. Written Warning

C. Suspension Without Pay and Final Warning

D. Dismissal

2. **Requirements:** Such disciplinary measures shall be applied according to the terms and procedures contained in the subsequent sections of this policy, and according to any applicable provisions of the law or the negotiated contract.

### **Verbal Warning**

1. **Reason:** A verbal warning may be given to an employee for alleged misconduct.<

2. **Notice:** Verbal warnings should serve notice to the employee that the specific conduct in question is considered undesirable and needs to be corrected.

3. **Documentation:** Written documentation shall be made of all verbal warnings. Such written documentation shall not, however, be given to the employee or placed in the employee's personnel file, but shall be kept by the supervisor and used later, if necessary, in preparing any written warnings or other discipline which may subsequently be required.

### **Written Warning**

1. **Reason:** A written warning may be issued if previous warnings fail to cause correction of the employee's misconduct, or if the seriousness of the misconduct warrants the initiation of disciplinary action at this level.

2. **Delivery:** The written warning shall be personally delivered to the employee.

3. **Employee Signature:** The employee shall sign a copy of the written warning notice to indicate (only) that the employee has received and reviewed it.

4. **Record:** The signed copy of the written warning shall be placed in the employee's personnel file.

### **Suspension Without Pay and Final Warning**

1. **Reason:** An employee may be suspended without pay if previous warnings fail to cause correction of the employee's misconduct, or if the seriousness of the misconduct warrants the initiation of disciplinary action at this level.

2. **Meeting Requirement:** Whenever possible, the supervisor should meet with the employee before a suspension without pay is imposed. The supervisor should notify the employee in advance that the meeting will be to discuss possible disciplinary action against the employee. The employee should be informed that he/she is entitled to have a representative present during the meeting. The purpose of this meeting shall be:

A. To give the employee the specifics of the charges against the employee;

B. To review with the employee the evidence on which the charges and the proposed discipline are based;

C. To give the employee an opportunity to state his/her own explanation of what happened;

D. To give the employee an opportunity to defend his/her conduct.

E. To seek agreement on as many facts as possible in the case;

F. To give the supervisor a chance to hear both sides and gather additional relevant information before finalizing any disciplinary action.

3. **One Day Requirement:** Disciplinary suspension without pay shall be for the duration of the investigation, but shall not exceed one week, and shall include final warning that if the misconduct involved is not corrected, the employee will be dismissed.

4. **Written Statement:** All suspensions shall be formalized in writing within two working days after the suspension is given.

5. **Delivery Requirement:** The letter of suspension shall be personally delivered to the employee, or delivered by certified mail to the employee's last known address. Letters of suspension shall state the dates of suspension and the reason(s) for suspension.

6. **Employee Signature:** The employee shall sign a copy of the letter of suspension to indicate (only) that the employee has received and reviewed it.

7. **Record:** The signed copy of the letter of suspension shall be placed in the employee's personnel file.
8. **Informal Conference:** The employee may request an informal conference with the appropriate supervisor to discuss the suspension.
9. **Grievance Procedure:** The employee has the right to appeal the suspension, if the employee chooses to do so, through the classified grievance procedure.
10. **Reinstatement Rights:** If the suspension is found on appeal to be unjustified, final action on the matter shall include appropriate reinstatement of lost pay.

### **Dismissal**

1. **Reason:** An employee may be dismissed if previous warnings or suspensions fail to cause correction of the employee's misconduct, or if the seriousness of the misconduct warrants the initiation of disciplinary action at this level.
2. **Meeting Requirement:** Whenever possible, the supervisor should meet with the employee before a dismissal notice is issued. The supervisor should notify the employee in advance that the meeting will be to discuss possible disciplinary action against the employee. The employee should be informed that he/she is entitled to have a representative present during the meeting. The purpose of this meeting shall be:
  - A. To give the employee the specifics of the charges against the employee;
  - B. To review with the employee the evidence on which the charges and the proposed discipline are based;
  - C. To give the employee an opportunity to state his/her own explanation of what happened;
  - D. To give the employee an opportunity to defend his/her conduct;
  - E. To seek agreement on as many facts as possible in the case;
  - F. To give the supervisor a chance to hear both sides and gather additional relevant information before finalizing any disciplinary action.
3. **Notification:** The date of dismissal shall be no sooner than fifteen (15) calendar days following delivery of the dismissal notice.
4. **Suspension:** When it would be in the best interest of the District to remove the employee from work immediately, the employee may be suspended without pay for any scheduled working days between the date of the dismissal notice and the date of dismissal.

5. **Notification Requirement:** Notice of dismissal shall be in writing, and shall be personally delivered to the employee or delivered by certified mail to the employee's last known address. Dismissal notices shall state the date of dismissal and the reason(s) for dismissal.

6. **Employee Signature:** The employee shall sign a copy of the dismissal notice to indicate (only) that the employee has received and reviewed it.

7. **Record:** The signed copy of the dismissal notice shall be placed in the employee's personnel file.

8. **Informal Conference:** The employee may request an informal conference with the Superintendent to discuss the dismissal.

9. **Appeal Rights:** The employee has the right to appeal the dismissal, if the employee chooses to do so, through the classified grievance procedure.

10. **Reinstatement Rights:** If the dismissal is found on appeal to be unjustified, final action on the matter shall include appropriate reinstatement of lost pay.

### **Non-Renewal of Employment**

1. **One Month Notification:** At least one month prior to issuing a notice of intent not to reemploy an employee, the employee shall be informed of the fact that continued employment is in question and the reasons therefore, and shall be given an opportunity to correct any defects which precipitated possible non-renewal.

2. **Notification Requirement:** Non-renewal notices shall be dated and shall contain a clear and concise statement that the employee's contract will not be renewed, shall state the reasons and causes for such action, and shall advise the employee that he or she may request an information conference with the Board or the Board's designee(s).

3. **Delivery Requirement:** Non-renewal notices shall be served by personal delivery or by certified mail addressed to the employee's last known address.

4. **Appeal Rights:** Classified employees have the right to appeal their non-renewal, if the employee chooses to do so, through the classified grievance procedure.

### **Finality of Discipline**

1. **Elimination of Discipline Notices:** Warning notices, suspension notices, dismissal notices, or any other documentation of disciplinary action shall be withdrawn from the personnel file and destroyed by the supervisor when the employee can demonstrate to the supervisor that the documentation is not accurate, or that the discipline involved is not warranted by the facts and circumstances of the situation.



2. **Employee Rights:** If the supervisor refuses to withdraw disciplinary materials which the employee feels are unjustified, the employee shall have the right to attach his/her own written view of the matter as part of the entry in the file.

3. **Statute of Limitation:** Without a subsequent documented history of disciplinary action, records of previous discipline which are more than three (3) years old may not be used in imposing current discipline.

### **Documentation of Employee Performance**

1. **Purpose:** Documentation of an employee's job performance is helpful in maintaining satisfactory levels of work and achievement, and in providing opportunities for planning and communication between the employee and the immediate supervisor.

2. **Documentation:** Written documentation regarding unsatisfactory job performance may be submitted by an employee's immediate supervisor whenever the supervisor feels it is necessary.

3. **Commendations:** Letters of commendation and other written reports to document outstanding job performance are also encouraged.

4. **Submission:** All performance documentation letters or reports should be submitted to the personnel office for placement in the employee's personnel file.

5. **Employee Signature:** Before submission of any performance documentation letters or reports, each employee shall have an opportunity to review them, sign them, and to keep a copy. Such signatures indicate only that the employee has read the material and is aware of the contents.

6. **Employee Rebuttal:** If the employee feels that any performance documentation submitted by the immediate supervisor is incomplete, inaccurate, or unfair, the employee shall have the right to submit to the personnel office within ten (10) days the employee's own written statement, which shall also be placed in the file. The employee shall give a copy of such statement to the immediate supervisor.

## Grand County School District

### PERSONNEL

#### 4541C - PERSONNEL – ABSENCES AND LEAVE: ILLNESS

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#### 1 Definitions

- 1.1 "Board" means Grand County Public School Board
- 1.2 "District" means Grand County School District
- 1.3 "Employee" means a classified employee receiving benefits
- 1.4 "Elective Surgery" as defined by the districts health plan
- 1.5 "Principal" means building administrator, administrator's designee or District supervisor
- 1.6 "Immediate Family" means spouse, mother, father, grandmother, grandfather, grandchild, sister or brother of either the husband or wife, child or anyone who has virtually holds the position of spouse, parent or child.

#### 2 Purpose

- 2.1 The purpose of this policy is to provide criteria and requirements for District employees to apply for leaves of absence.

#### 3. Policy

##### 3.1 Personal Leave

A maximum of two (2) days Personal Leave with pay may be granted to a full time employee each contract year under the following conditions:

- 3.1.1 Personal Leave forms must be submitted for approval to the principal forty-eight (48) hours prior to requested leave date(s).
- 3.1.2 If, in emergency situations, leave cannot be arranged forty-eight (48) hours in advance, or scheduling problems occur, the principal may approve personal leave on a case-by-case basis.
- 3.1.3 During a contract year, should an employee choose not to utilize Personal Leave, up to two (2) unused Personal Leave days shall be automatically carried forward to the next school year.

- 3.1.4** Full time eleven month employees (11) will be granted three (3) Personal Leave days per year. Only two days (2) may be carried forward as per 3.1.3 of this policy.
- 3.1.5** Employees are discouraged from taking this leave in conjunction with breaks and holidays.

## **3.2 Sick Leave**

Sick Leave is to be used only for illness, illness of an immediate family member, accident, or recuperation.

- 3.2.1** Sick leave is accrued one (1) day per each work month. Unused sick leave may be accumulated up to 120 days.
- 3.2.2** Sick leave cannot be considered an entitlement or as annual leave.
- 3.2.3** Classified employees are automatically members of the Sick Leave Bank and are required to donate one (1) day to the Sick Leave Bank.
- 3.2.4** An administrator may require a physician statement as verification of illness or leave of five (5) consecutive days or longer or where a pattern of absences is identified.
- 3.2.5** In the event an employee misuses or purports to misuse the benefits under this policy, he or she will forfeit benefits that are due or may accrue to him/her under the terms of this agreement.
- 3.2.6** Each year employees who wish to be eligible to draw from the Sick Leave Bank must have one sick leave day available on October 11<sup>th</sup> in order to contribute one (1) sick leave day to the bank.
  - 3.2.6.1** If the Sick Leave absence is more than five (5) consecutive contract days, the principal may require a written statement from a physician regarding the employee's medical condition and recommended duration of absence.
  - 3.2.6.2** If a single illness extends beyond fifteen (15) consecutive contract days and the need for medical leave is expected to continue, the employee is required to obtain a physician's statement.
  - 3.2.6.3** The principal may require a physician's release for the employee to return to work.

## **3.3 Sick Leave Bank**

The Grand County School District establishes and maintains this 'Sick Leave Bank' from which eligible classified employees may draw leave under the following ordinances and restrictions.

### **3.3.1 Eligibility Requirements:**

- 3.3.1.1** The purpose of the Sick Leave Bank is for Grand County School District employees to share sick leave for long term illnesses. It is available to qualifying employees and only employees who contribute to the Sick Leave Bank may withdraw from the bank.
- 3.3.1.2** Bank members may donate additional days to the bank each year.

### **3.3.2** Limitations:

**3.3.2.1** No employee will be allowed to draw from the Sick Leave Bank and another district program simultaneously.

**3.3.2.2** Days used from the Sick Leave Bank will be granted only after all accrued sick leave, personal leave days, and vacation days have been used.

**3.3.2.3** Should Sick Leave Bank days be reduced to one hundred (100) days, classified employees will be notified and given the opportunity to add additional days.

**3.3.2.4** Unused Sick Leave Bank days will be rolled over from year to year.

**3.3.2.5** Abuse of the policy will result in suspension of the benefit.

### **3.3.3** Exemptions:

Under this policy elective surgery is not eligible for Sick Leave Bank days.

### **3.3.4** Sick Leave Incentive

**3.3.4.1** Upon leaving the district, a vested employee with five (5) or more years, shall be paid in a lump sum of up to 25% of their current daily rate of pay times the number of personally accrued unused sick leave days. The sick leave incentive will be paid per the following schedule:

5 years equals 5%  
6 years equals 6%  
7 years equals 7%  
8 years equals 8%  
9 years equals 9%  
10 years equals 10%  
11 years equals 11%  
12 years equals 12%  
13 years equals 13%  
14 years equals 14%  
15 years equals 15%  
16 years equals 16%  
17 years equals 17%  
18 years equals 18%  
19 years equals 19%  
20 years equals 20%  
21 or more years equals 25%

**3.3.4.2** When the bank has a balance greater than 400 days remaining at the end of the academic year the Association and the district may agree to suspend the contribution requirement for one (1) year. Should the bank fall below 400 days, one (1) day per member per year will be assessed until the bank is again built up to 400 days. Any employee who did not previously participate in the bank, but desires to participate during the non-contributory year shall be required to donate one (1) day to initiate eligibility by submitting the appropriate form during the open enrollment period as designated by the District.

**3.3.4.3** Any employee who has accumulated 120 sick leave days may convert their next year's sick leave days to personal leave days at a rate of (5 sick leave days equal 1 personal leave day) any remaining days will be donated to the sick leave bank.

### **3.3.5** Leave Committee

**3.3.5.1** The employee leave committee will be comprised of three (3) members' the Business Administrator, the GCEA President , and one Board member. The District Business Administrator will serve as leave committee chairperson.

**3.3.5.2** Two (2) members of the three (3) members of the employee leave committee – will be present in order for the committee to consider applications for grants or to conduct other business.

### **3.3.6** Procedure for Application

**3.3.6.1** The employee may request use of Sick Leave Bank days from their supervisor/principal who will submit the request to the leave committee chairperson.

**3.3.6.2** The employee leave committee will meet as soon as possible but within twenty (20) consecutive contract days after any application is received to review the application. There will be no loss of compensation until after the application is acted on by the bank.

**3.3.6.3** The employee leave committee will respond to each application for a leave in writing within five (5) consecutive contract days after the committee meeting, and in the event the application is denied will state the reason for such denial. An applicant may appeal, in writing, any action of the employee leave committee. The appeal must be within a ten (10) consecutive contract day period from the date of the meeting at which the action was taken. Appeals are to be made to the chairperson of the committee for reconsideration by the entire committee. Appeals must be acted upon within ten (10) consecutive contract days of the filing of the appeal.

**3.3.6.4** The employee leave committee may require proof of incapacitation due to illness or accident and may require an additional medical review by a consulting physician of the districts choice.

**3.3.6.5** Decisions on the acceptance or denial of sick leave bank applications will be based upon the employee's application, information supplied by the principal or supervisor, information supplied by the district office, and testimony of interested parties.

**3.3.6.6** The Superintendent and Board must be notified in writing of any and all actions taken by the committee.

## **3.4** Maternity/Paternity Leave

At least three months prior to expected delivery of a child, the employee shall discuss with the principal his/her intent regarding leave. The following conditions apply to Maternity/Paternity Leave:

- 3.4.1** Disabilities caused or contributed to by pregnancy, childbirth or related conditions, for all job related purposes shall be treated the same as disabilities caused by other medical conditions under the District's health or disability insurance and sick leave.
- 3.4.2** Following delivery, the employee shall be granted paid leave not to exceed twenty (20) contract days.
- 3.4.3** Should extenuating medical conditions arise relating to pregnancy, individuals may also be eligible for Health and Hardship Leave, Sick Leave Bank, Leave of Absence or leave provided through the Family Medical Leave Act (FMLA).

### **3.5 Death and Funeral Leave**

Employees may be absent from their assignments without loss of pay for a maximum period of up to five (5) days in any one instance for death and burial involving immediate family.

- 3.5.1** Absences for death of extended family members or close friends must have special approval of the building principal and be requested by the employee in the letter to the principal.
- 3.5.2** If extenuating circumstances require more leave time, the employee may apply for Emergency Leave.

### **3.6 Emergency Leave**

Circumstances not covered under any of the other leave categories necessitating the absence of the employee shall be understood to be of emergency basis.

- 3.6.1** All personal leave days must be used before applying for this leave.
- 3.6.2** The employee shall request Emergency Leave in a written letter to the principal stating
  - 3.6.2.1** the nature of the emergency; and
  - 3.6.2.2** the number of days requested by date.
- 3.6.3** Duration of leave shall be determined on a case by case basis.

### **3.7 Leave Without Pay**

Leaves of absence not covered under other categories of leave may be approved without pay.

- 3.7.1** The building principal is authorized to approve up to two days leave without pay at his/her discretion.
  - 3.7.1.1** The employee shall submit a letter of request to the principal
  - 3.7.1.2** The employee must have used all personal leave.
- 3.7.2** Requests for extended Leave Without Pay for up to one year shall be submitted by the employee in writing to the Leave Committee at least sixty (60) contract days prior to the date the proposed leave is to take effect. This enables time for selection of a replacement for the employee during the leave.

- 3.7.2.1** The intent of extended Leave Without Pay is to enable the employee to pursue further education, or attend to extenuating personal or family situations.
- 3.7.2.2** The employee must intend to return and continue work with the District.
- 3.7.2.3** The employee must have worked for the District five (5) or more years.
- 3.7.2.4** In order to advance in step and lane upon return, the employee must have worked at least one hundred twenty (120) days of the contract year in which leave was requested.
- 3.7.2.5** Should the leave request be approved, the Board shall guarantee the employee a position in the District upon return. The employee's assignment shall be based on certification as well as school and/or District need and may not be the position held by the employee prior to the leave.
- 3.7.2.6** Employees who are granted such leave will not receive any salary or benefits during the leave. The returning employee's placement on the salary schedule will be determined as if the last year worked was the immediate previous year.
- 3.7.2.7** Leave without pay request will be determined by the 'Leave Committee'.
- 3.7.2.8** The employee retains the right to appeal a leave decision to the Board. All leave appeals will be forwarded to the Superintendent for board consideration.

### **3.8 Association Service**

Association Service leave is from the District employee's regular school responsibilities granted for that employee to spend time for association or union duties. All employ unions or employee organizations shall be treated equally under this policy.

#### **3.8.1 Written Request**

Employee's seeking association leave must submit a written request at least ten (10) contract days prior to the anticipated leave. The employee asking for association service leave shall also seek the support of GCEA by submitting a written description as follows to the president of GCEA:

- 3.8.1.1** The purpose for which the association service leave is sought;
- 3.8.1.2** A statement of benefits of this leave to the District;
- 3.8.1.3** The dates and times that the employee will be absent;
- 3.8.1.4** The measures taken by the employee to ensure that his or her job duties will be covered during association service leave; and

The employee's statement, the association recommendation, and a brief letter of approval signed by the employee's supervising principal, shall then be submitted to the leave committee.

#### **3.8.2 Approval**

**3.8.2.1** Association service leaves will be determined by the 'Leave Committee'.

**3.8.2.2** The employee retains the right to appeal a leave decision to the Board. All leave appeals will be forwarded to the Superintendent for board consideration.

**3.8.2.3** A copy of each written approval together with the request for and description of the leave shall be maintained on file with the Business Administrator.

### **3.8.3 Cost Accounting**

The Business Administrator of the School District shall account for the cost and expenses of paid association service leave for each employee for whom leave has been granted in writing. Association service leave will be paid by the association.

### **3.8.4 Prohibited Conduct during Paid Association Service Leave**

During the work hours of paid Association Service leave, a School District employee may not engage in political activity including:

**3.8.4.1** Actively campaigning for candidates for public office in partisan and non-partisan elections; and

**3.8.4.2** Fund raising for political organizations, political parties or candidates.

## **3.9 Public Service Leave**

The Principal may grant public service leave, with partial pay, if such absences do not exceed a total of twenty (20) contract days per year, and if the educator who is granted such leave continues to plan and prepare for his/her district assignment. The Board will pay the difference between the compensation received for the public service position and the educator's contract daily salary. The educator will also receive insurance, retirement, and other fringe benefits provided to other educators in the district.

**3.9.1** Public service shall be defined as jury duty, election to part-time political office, National Guard or military reserve training assignments of short duration, participation on community, county, or other governmental advisory boards, and other related activities.

**3.8.2** If called as a witness in order to have the day of leave granted and received the regular salary, the employee will need to provide the district Office a copy of the subpoena and the check issued by the court. This same procedure should be followed in the case of jury duty.

**3.9.3** If an educator is elected, appointed or otherwise involved in a public service position which requires an extended absence (more than 20 days during the contract year) the Leave Committee may grant leave without pay for such extended absence. However, the Board will continue to maintain insurance benefits for the educator for the duration of the contract year during the approved leave of absence.

## **3.10 Family Medical Leave Act (FMLA)**



**3.10.1** To be eligible for these federally protected rights, an individual must be employed by the school district for the previous twelve (12) months and must have worked for at least 1,250 hours during that 12-month period.

**3.10.2** Any eligible employee is entitled, as a matter of legal right, to a combined total of twelve (12) weeks of unpaid leave per year, for qualifying conditions.

**3.10.3** FMLA leave runs concurrent with any applicable paid leave.

### **3.11 Policy Violation**

Misuse or misrepresentation of leave is unethical, unprofessional, and a breach of the teacher's employment obligation and may result in loss of pay, and/or loss of leave privilege, or be cause for dismissal.

## **4 Leave Procedure**

Employees shall consult with the building principal regarding all leave requests. The principal shall advise the employee of the approval process for the type of leave requested. In an emergency, the principal may submit a letter of request for the employee.

**4.1** Unless waived by the principal, employee responsibilities for approved leave include:

**4.1.1** notifying his or her building principal or designee of the impending absence; and

**4.1.2** calling the designated District phone number to request a substitute teacher;

**4.1.3** furnishing lesson plans and other pertinent information for the substitute teacher.

**4.2** Authorization of leave requests rests with the following District entities:

**4.2.1** Building Principal.

**4.2.1.1** Personal Leave

**4.2.1.2** Sick Leave

**4.2.1.3** Maternity/Paternity Leave

**4.2.1.4** Death and Funeral Leave

**4.2.1.5** Emergency Leave

**4.2.1.6** Leave Without Pay (short 2 days)

**4.2.1.7** Public Service Leave (20 days or less)

**4.2.1.8** Professional Leave

**4.2.2** Leave Committee

**4.2.2.1** Sick Leave Bank

**4.2.2.2** Health and Hardship Leave

**4.2.2.3** Leave Without Pay (Long Term: more than 2 days)

**4.2.2.4** Association Service Leave

**4.2.2.5** Public Service Leave (Long Term: more than 20 days)

**4.2.3** Business Administrator

**4.2.3.1** Family Medical Leave

**4.3** Appeals Process

The employee retains the right to appeal a leave decision to the Board. All leave appeals will be forwarded to the Superintendent for board consideration.

## **4550 C - PERSONNEL - VACATIONS/HOLIDAYS**

Paid vacation days will be granted for 12-month classified personnel as follows:

1. Leave earned on June 30th of the first year of employment will be prorated based on the number of months the employee has worked;
2. Second through ten years employment, two (2) work weeks;
3. After ten years employment, three (3) work weeks;
4. Vacation time may be taken on a day-to-day basis, therefore a week shall be construed as five full working days.
5. Vacation days are not earned when an employee is on unpaid leave.

For purposes of calculating vacation leave for those employees transferring from part-time to full-time, the base line of 120 months of paid service will qualify the employee for fifteen (15) days vacation.

All personnel who terminate may have their vacation time prorated as approved by the Superintendent. Paid vacation days are non-accumulative and must be taken in the year they are earned, unless at the discretion of the Superintendent he/she deems it necessary that all or part of the vacation due should be paid.

### **UNAVAILABLE VACATION DAYS**

It is essential to the School District to have custodial staff present at certain times during the school year, particularly prior to and immediately after the opening and closing of school. Therefore:

1. No vacation leave may be scheduled for the two weeks prior to the opening of school (first day of students' return) and one week following the opening of school; nor
2. Two weeks prior to the closing of school (last regular work day teachers are in the building) or the next work day following the final day students are in the building.
3. Additionally, no vacation leave may be scheduled for the last day students attend school prior to Winter Break or Spring Break, and on the day students return from these breaks.
4. Under extenuating circumstances timing of vacation leave may be approved by the building principal, superintendent or his/her designee.

This policy does not exclude employees from taking family medical leave when necessary.

## **HOLIDAYS**

A holiday calendar for twelve (12) month employees of the District will be established each year by the Board of Education.

*Adopted: 8-18-93; Revised: 8-17-94; Revised: 8-08-96; Revised 09-12-00; Revised 12-15-04; Revised 02-14-05 \* Grand County School \* District; Moab, Utah*

## **4561 C - PERSONNEL - RESIGNATION**

All employees should recognize that they have an obligation to the District and their fellow employees to inform the District when they are seeking employment elsewhere. They must also notify the District immediately upon accepting employment elsewhere.

A letter of resignation must be dated and in the Office of the Superintendent not less than two weeks before the date requested for termination. The Superintendent is authorized to accept such resignations.

### **RE-HIRE**

An employee who has resigned and then is again interested in working for the School District, must go through the regular hiring process. If re-hired the person will be given credit for prior recognized experience on the salary schedule, but the most recent date of hire will then be considered the hire date, and the employee will again be on provisional status for the required time period.

*Adopted: 8-18-93; Revised: 01-17-07 \* Grand County School District \* Moab, Utah*

## **4562 C - PERSONNEL - ABANDONMENT OF POSITION**

Any classified employee failing to appear for work for five (5) consecutive days, who fails to notify his/her supervisor of the purpose of the absence, will be deemed to have abandoned his/her position.

*Adopted: 8-17-94 \* Grand County School District \* Moab, Utah*

## 4563C - PERSONNEL - RETIREMENT

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#### 1. Purpose:

The purpose of this policy is to establish governance of post-retirement benefits for retiring District employees.

#### 2. Policy:

##### 2.1 Eligibility ([www.urs.org](http://www.urs.org))

2.1.1 Tier 1 District employees (Employees hired prior to July 1, 2011) may retire from Grand County School District and qualify for a monthly retirement benefit at:

2.1.1.1 age 65 with 4 years of service;

2.1.1.2 age 62 with 10 years of service;

2.1.1.3 age 60 with 20 years of service;

2.1.1.4 any age with 25 years of service with full actuarial age reduction;

2.1.1.5 any age with 30 years of service.

2.1.1.6 If you have fewer than 30 years of service from any combination of Utah Retirement Systems, retiring before age 65 reduces your monthly benefit approximately 7% for every year under age 60 and 3% for each year between ages 60 and 65.

2.1.2 Tier 2 District employees (Employees hired after July 1, 2011) may retire from Grand County School District and qualify for a monthly retirement benefit at:

2.1.2.1 age 65 with 4 years of service;

2.1.2.2 age 62 with 10 years of service;

2.1.2.3 age 60 with 20 years of service; or

2.1.2.4 any age with 35 years of service.

2.1.2.5 If you have fewer than 35 years of service from any combination of Utah Retirement Systems, the allowance is reduced by approximately 7% for each year between ages 60 and 63, and approximately 9% for each year between ages 64 and 65.

##### 2.2 Insurance Benefits for Retirees

The Board shall pay the group health insurance premium for retired District employees as follows:

2.2.1. Health insurance for retired District employees shall be offered at the same rates and with the same options as those for all District employees for the time duration determined by the retiree's service years.

2.2.2. When a retiree reaches the age of 65 and becomes eligible for Medicare, the District shall no longer provide coverage for the retiree.

- 2.2.3 Dependents shall be offered the opportunity to purchase COBRA at the time of group coverage loss.
- 2.2.4 Retirees may earn 3 years (36 months) of insurance by completing 25 equivalent full-time years.
- 2.3 Sick Leave Incentive  
Upon retirement an employee shall be paid in a lump sum 25% of their current hourly rate of pay times the number of personally accrued unused sick leave hours. This amount will be paid in one lump sum payment within 30 days of the employee's retirement effective date.
- 2.4 Sick Leave Bank Donation  
Of the remaining balance of hours from section 2.3, up to fifty percent (50%) can be donated to increase the Sick Leave Bank balance if requested by the departing employee.

### 3. Procedure:

- 3.1 The duration of the benefits following retirement shall be based on total years of full-time service in Grand County School District.
- 3.1.1 Years of service shall be calculated on full-time equivalents, e.g. 2 years of half-time service equal 1 year of full-time service.
- 3.1.2 Benefits for a part-time District employee (fewer than 8 hours per day) shall be based on full-time equivalents (FTE) years of service determined by the hours worked per day multiplied by the years of service divided by 8.
- Example - The District employee worked 4.5 hours per day for 15 years, 6 hours per day for 5 years, and 8 hours per day for 5 years. Therefore,  $(4.5 \times 15 = 67.5) + (6 \times 5 = 30) + (8 \times 5 = 40) = 137.5 / 8 = 17.18$  FTE years.
  - Note: Partial years are not rounded. Therefore, the District employee described has worked 17 service years.
- 3.1.3 Employees who work fewer than 30 hours per week are not eligible for benefits.
- 3.1.4 Employees hired prior to July 1, 2013, who were eligible for benefits who work less than 30 hours per week, will still be eligible for insurance benefits.
- 3.2 District employees who retire at the end of the contract year shall be covered under their regular contract plan through August 31<sup>st</sup>. Retirement insurance benefits shall commence on September 1<sup>st</sup> and continue for the number of years indicated in section 2.2.4.
- 3.3 District employees who retire mid-year shall start post-retirement benefit coverage on the first day of the month following the retirement date.
- 3.4 Discontinuance of Post-Retirement Benefits: Three months before the licensed retiree becomes age 65 and eligible for Medicare coverage, the retiree shall notify the District Office and arrangements shall be made to transfer the retiree's insurance benefits from current insurance to Medicare.
- 3.4.1 On the last day of the month following the employee's 65<sup>th</sup> birthday, the District shall no longer provide insurance coverage for the retiree.
- 3.4.2 Dependents shall be offered the opportunity to purchase COBRA at the time of group coverage loss.



3.4.3 Retirees who are not eligible for Medicare and who have exhausted their District insurance benefits may purchase insurance through the District's group insurance program as follows:

- The retiree shall pay 100% of the premium with terms stated in a post-retirement insurance contract issued to the retiree by the District.
- Dependents shall be offered COBRA at the time of group coverage loss.

3.5 All district insurance benefits terminate at the time of the retiree's death.

***Adopted: 8/18/93; Revised: 8/19/98; Revised: 09/12/00; Revised: 7/12/13;***

## 4564 C - PERSONNEL - ORDERLY TERMINATION PROCEDURE

Decisions to not re-employ personnel for a new school term will be made by the Board of Education upon recommendation of the Superintendent.

As used in this policy:

1. "Contract term" or "term of employment" means the period of time an employee is engaged by the School District pursuant to a contract of employment whether oral or written.

2. "Dismissal" or "termination" means:

A. any termination of the status of employment of an employee.

B. failure to renew the employment contract of an employee who pursuant to the employment practices of the School District has a reasonable expectation of continued employment in successive years.

C. reduction in salary of an employee not generally applied to all employees of the same category in the employ of the School District during such employee's contract term.

D. change of assignment of an employee with an accompanying reduction in pay, unless such assignment change and salary reduction is agreed to in writing.

Every employee who is on continuing contract status is entitled to the right of a fair hearing concerning his/her employment status or after receiving notice of intent not to re-employ. A request for such hearing must be made in writing to the Superintendent within fifteen (15) days of said notice. The Board of Education or its hearing examiners will within fifteen (15) days after due notice and on demand of the employee meet to conduct a hearing.

If the District intends not to renew the contract of employment of an individual entitled to employment in succeeding years according to District personnel program, notice of such intention shall be given the individual. Said notice shall be issued at least two months before the end of the contract term of the individual, e.g., the school year. The notice in writing shall be served by personal delivery or by certified mail addressed to the individual's last known address. The notice shall be dated and contain a clear and concise statement that the individual's contract will not be renewed for an ensuing term and the reasons for the termination.

In the absence of timely notice, an employee is deemed to be re-employed for the succeeding contract term with a salary based upon the salary schedule.

This provision shall not be construed to preclude the dismissal of an employee during his contract term for cause.

At least one month prior to issuing notice of intent not to renew the contract of the individual, he/she shall be informed in writing of the fact that continued employment is in question and the reasons therefore and given an opportunity to correct the defects which precipitated possible non-renewal. The individual may be granted assistance in his/her efforts to make correction of the deficiencies, which may include informal conferences and the services of applicable school personnel within the district.

A written statement of causes:

1. pursuant to which the contract of individuals may not be renewed;
2. pursuant to which the contract of individuals may be otherwise terminated during the contract term.

In cases where the District intends to terminate an individual's contract during his/her contract term, the District shall give written notice of such intent to said individual. Said notice shall be given in writing served by personal delivery or by certified mail addressed to the individual's last known address. Said notice shall be given at least fifteen (15) days prior to the proposed date of termination. It shall state the date of termination and the detailed reasons for such termination.

Notices of intention not to renew the contract of employment of an individual or of intention to terminate his/her contract during its term shall advise the individual that he/she may request an informal conference before the Board or such personnel as the District may designate. Request for such hearing shall be made in writing to the Superintendent not later than fifteen (15) days after the date of said notice has been issued to the individual.

This orderly dismissal procedure pursuant to which a contract is terminated during its term hereby includes the provision that the active service of the individual may be suspended pending a hearing when it appears that the continued employment of the individual may be harmful to students or to the District. Individuals involved in this type of action shall receive a written notice of suspension or final termination including findings of fact made by the Board when such suspension or termination is for cause.

At all hearings, after due notice and on demand of the employee, he/she may be represented by counsel, produce witnesses, hear the testimony against him/her, cross examine witnesses and examine documentary evidence.

The Board of Education of this District is authorized and empowered to appoint hearing examiners if it appears to be in the best interest of the District or individual concerned and may delegate to such hearing examiners or may enter into contracts whereby said hearing examiners may make decisions relating to the employment of the employee

which shall not be construed to limit the right of either the Board or employee to appeal to an appropriate court of law.

***Adopted: 8-18-93 \* Grand County School District \* Moab, Utah***

## 4565 C - PERSONNEL - RECALL WITH SENIORITY

In the event that additional students enroll in Grand County School District, or additional revenues become available, or vacancies occur, the Board shall recall, if possible, employees who have been laid off before it employs or assigns any additional personnel to fill assignments. Employees with the greatest seniority shall be recalled to available positions first, within the same classification. Recall shall occur under the following provisions:

1. Employee(s) with the greatest amount of seniority (District Continuous Service Date) will be recalled first to available positions.
2. Employee(s) will be placed in available positions equivalent to the ones they held prior to the reduction in force.
3. An individual re-employed following termination because of reduction in force during the same calendar year will return to the same step and lane he/she was on at the time of reduction in staff.
4. Refusal by the employee(s) to accept the first offering within ten (10) working days of official notice of opening for which he/she is qualified, relieves the Board of any further responsibility to that employee. Allowance will be made for appropriate notice to a current employer as required, if employed elsewhere, not to exceed thirty (30) calendar days.
5. If no equivalent position for which he/she holds qualification should occur within Grand County School District during the ensuing three (3) years, the Board will be relieved of any further recall responsibility to that employee.

*Adopted: 8-18-93 \* Grand County School District \* Moab, Utah*

## 4566 C - PERSONNEL– GROUNDS FOR DISMISSAL

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#### 1. Purpose

Any employee may be dismissed for cause before the completion of the term fixed in the contract.

#### 2. Policy

2.1 The following list of actions may result in dismissal

- 2.1.1. deficiencies pointed out as part of the appraisal or evaluation process or any other communications.
- 2.1.2. incompetence or inefficiency in the performance of required or assigned duties.
- 2.1.3. inability to maintain student discipline.
- 2.1.4. insubordination or, including failure to comply with directives.
- 2.1.5. neglect of duty, including unexcused absences, excessive tardiness, excessive absences and abuse of leave policies.
- 2.1.6. failure to maintain an effective working relationship or to maintain good rapport with parents, the community or colleagues.
- 2.1.7. conducting personal business utilizing school district resources or time.
- 2.1.8. conduct or behavior which violates the criminal laws of Utah or the United States.
- 2.1.9. being under the influence of alcohol, alcoholic beverages or controlled substances while on school property or while working in the scope of the employee's duties including attending any school sponsored activity.
- 2.1.10. manufacturing, possessing, using, dispensing, distributing, selling and/or engaging in any transaction or action to facilitate the use, dispersal or distribution of illicit (as opposed to authorized) drugs or alcohol on school district premises or as a part of any school district activity.
- 2.1.11. behavior or conduct which violates common established standards, including immoral, unprofessional or incompetent conduct.
- 2.1.12. conduct which may be harmful to students or the school district.
- 2.1.13. improper or unlawful physical contact with students or school district employees.
- 2.1.14. negligent or willful damage to school district property.

- 2.1.15. dishonesty or falsification of any information supplied to supervisors or to the school district including data on application forms, employment records or other information, falsification of records or other documents related to the school district's activities.
- 2.1.16. misrepresentation of facts to a supervisor or other District official in the conduct of District business.
- 2.1.17. conduct which violates any established rule, regulation, policy or directive.
- 2.1.18. failure to report arrest of, citation of, or charges filed against the employee to his/her building administrator or director within 48 hours of the incident or as soon as possible.
- 2.1.19. failure to fulfill duties or perform essential functions of the job.

### **3. Procedure**

#### **3.1. Notice**

Before any employee is dismissed, the employee shall be given reasonable notice in writing of the proposed action and the grounds, set out in sufficient detail to fairly enable him/her to show any error that may exist. This is to occur no less than 30 days prior to the proposed date of termination. The employee shall be advised of the names of adverse witnesses and the nature of their testimony.

#### **3.2. Hearing**

- 3.2.1. If the employee desires a hearing, the employee shall notify the Board in writing within ten (10) days of receiving the notice of anticipated termination or non-renewal. Upon such request, the Board or its designee shall within ten (10) days hold a hearing at which the employee shall be given a fair opportunity to refute the reasons given for the anticipated termination or non-renewal. The Board or its designee may, but is not required to, modify its decision with respect to the status of the employee's contract.
- 3.2.2. The Board may conduct the hearing in open session or in closed session unless the employee requests a public hearing, in which case the hearing shall be open to the public.
- 3.2.3. At the hearing before the Board, the employee may employ counsel. The employee also has the right to hear the evidence upon which the charges are based, to cross-examine all adverse witnesses, and to present evidence of innocence or extenuating circumstances. Prior to dismissal, the Board shall determine the existence of good cause for termination. Such determination shall be based solely on the evidence presented in the hearing. The Board shall notify the employee of its decision in writing within ten (10) days after the hearing.

#### **3.3. Suspension**

The employee may be suspended with or without pay pending the outcome of The dismissal hearing.

#### **3.4. Probationary Status**

The Board may decide not to renew the contract of any employee serving a probationary period.

#### **3.5. Regular Status**

The Superintendent, after receiving the recommendation of the administration, may choose not to renew the employment of any employee. Such action shall be effective at the end of the contract period.

## 4567 C - PERSONNEL - REDUCTION IN FORCE

The following procedure will be used when it becomes necessary for the District to decrease its work force due to:

1. decreased student enrollment;
2. discontinuance of a particular service;
3. shortage of anticipated revenue after the budget has been adopted; or
4. school consolidations.

Employees in a given program, i.e., food service, transportation, etc., will be released in reverse seniority order, i.e., last hired - first fired. Should a tie exist in which one position is available and two people are eligible, the employee whose services have been evaluated as better will be retained.

*Adopted: 10-18-95 \* Grand County School District \* Moab, Utah*