

3.100.00 NONDISCRIMINATION

3.100.0 GENERAL NONDISCRIMINATION

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

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

Utah Code Ann. § 34a-5-106(1)(a)(i) (May 10, 2016)
Utah Admin. Rules R277-112-3 (January 1, 2017)

3.100.0 OTHERWISE QUALIFIED

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

Utah Code Ann. § 34a-5-106(1)(a)(ii) (May 10, 2016)

3.100.0 NURSING MOTHERS IN THE WORKPLACE

The District may not refuse to hire, promote, discharge, demote, or terminate an individual, or may not retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against an individual otherwise qualified because the individual breastfeeds or expresses milk in the workplace.

Utah Code Ann. § 34-49-204 (May 12, 2015)

3.100.0 TITLE IX COORDINATOR

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

34 C.F.R. § 106.8(a)

3.100.0 NOTICE

The notification may take the following form:

The District designates the following person to coordinate its efforts to comply with Title IX of the

Education Amendments of 1972, as amended:

Name _____

Position _____

Office Address _____

Office E-mail _____

Office Telephone _____

3.100.0 *DISABILITY*

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

29 U.S.C. § 794

3.100.0 *DEFINITIONS*

"Individual with a disability" means any person who has a record of, is regarded as having, or has a physical or mental impairment that substantially limits one or more of life's major activities.

A "qualified individual with a disability" is a person with a disability who can perform the essential functions of the position in question, with or without reasonable accommodation. Employees or prospective employees have the responsibility of notifying the District personnel office of the need for reasonable accommodations on account of a disability.

29 U.S.C. § 705(20)
34 C.F.R. §104.3

"Has a record of such an impairment" means:

1. Has a history of or has been classified as having a mental or physical impairment that substantially limits one or more major life activities.

"Regarded as having an impairment" means:

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

"Physical or mental impairment" means:

1. Any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; endocrine; or

2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Major life activities" means:

1. Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

3.100.0 *EXCEPTIONS*

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

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

29 U.S.C. § 705(20)(c)-(d)

3.100.0 *SECTION 504 COORDINATOR*

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

34 C.F.R. § 104.7(a)

3.100.1 *RESIDENCE*

The Board shall not require an employee to reside within the District as a condition of employment.

Utah Code Ann. § 53G-4-408

3.100.1 *DUTY TO REPORT*

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

3.100.1 *PENALTIES FOR ENGAGING IN HARASSMENT*

Within the discretion 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; disability; sexual orientation; or gender identity.

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

3.101.00 EMPLOYMENT LICENSURE

3.101.0 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.

3.101.0 CERTIFIED EMPLOYEES GENERAL

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

1. Early Childhood (K-3);
2. Elementary (1-8);
3. Elementary (K-6);
4. Middle (still valid, and issued before 1988, 5-9);
5. Secondary (6-12);
6. Administrative/Supervisory (K-12);
7. Career and Technical Education;
8. School Counselor;
9. School Psychologist;
10. School Social Worker;
11. Special Education (K-12);
12. Preschool Special Education (Birth-Age 5);
13. Communication Disorders;
14. Speech-Language Pathologist;
15. Speech-Language Technician.

Utah Admin. Rules R277-502-5 (October 9, 2014)

3.101.0 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.

3.101.0 *HEALTH CARE PROVIDERS*

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

3.102.00 BACKGROUND CHECKS

3.102.0 EMPLOYEE BACKGROUND CHECKS

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

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

All employees seeking employment with the District shall provide personal identifying information including: current name, former names, nicknames and aliases; date of birth; address; telephone number; driver license number or other government-issued identification number; Social Security number; and fingerprints.

All employees seeking employment with the District shall sign a written consent, release, waiver, and authorization which authorize the District to request information from the prospective employee's past three employers and supervisors. The consent, release, waiver, and authorization shall also authorize the District to contact any applicable licensing agency and former employers to obtain a background check, including a reference check, and to conduct a background search into the employee's criminal record, if any, or any other background check as the District deems necessary to satisfy itself of the quality and competence of the prospective employee's credentials including submitting the personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety and retaining the personal identifying information for ongoing monitoring.

3.102.0 CRIMINAL BACKGROUND CHECK

The Superintendent or the Superintendent's designee shall require any prospective employee, or volunteer who will be given significant unsupervised access to a student in connection with the volunteer's assignment or, where reasonable cause exists, a current employee or volunteer to submit to a criminal background, and shall require the person to provide personal identifying information including: current name, former names, nicknames and aliases; date of birth; address; telephone number; driver license number or other government-issued identification number; Social Security number; and fingerprints for that purpose.

The applicant, volunteer, or employee shall sign a waiver indicating that a criminal history background check will be conducted and that the information will be made available to persons involved in the hiring or background investigation of the employee and used for the purpose of assisting in making an employment or promotion decision.

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

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

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

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

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

In making decisions regarding criminal history information, the District shall consider rules established by the State Board of Education and

1. any convictions, including pleas in abeyance;
2. any matters involving a felony; and
3. any matters involving an alleged:
 - a. sexual offense;
 - b. class A misdemeanor drug offense;
 - c. offense against the person under Title 76, Chapter 5, Offenses Against the Person;
 - d. class A misdemeanor property offense that is alleged to have occurred within the previous three years; and
 - e. any other type of criminal offense, if more than one occurrence of the same type of offense is alleged to have occurred within the previous eight years

If the District disqualifies a person from employment because of information obtained through a criminal background check, the person or employee may request a review of the information received and the reasons for the disqualification and be extended an opportunity to respond to the reasons.

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

By September 1, 2018, the District shall, for each non-licensed employee and volunteer who will be given significant unsupervised access to a student in connection with the volunteer's assignment, collect personal identifying information including: current name, former names, nicknames and aliases; date of birth; address; telephone number; driver license number or other government-issued identification number; Social Security number; and fingerprints and submit that personal identifying information to the Bureau of Criminal Identification within the Department of Public Safety.

Utah Code Ann. § 53G-11-401 et seq. (2018)
Utah Admin. Rules R277-520-8 (June 7, 2012)
Utah Admin. Rules R277-516-4 (December 8, 2009)

3.103.00 PERSONAL REPORTING OF ARRESTS AND CONVICTIONS

3.103.0 EMPLOYEE'S DUTY TO PERSONALLY REPORT ARRESTS AND CONVICTIONS

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

1. any matters involving arrests for alleged sex offenses;
2. any matters involving arrests for alleged drug-related offenses;
3. any matters involving arrests for alleged alcohol-related offenses;
4. any matters involving arrests for alleged offenses against the person found in Utah Code Ann. §§ 76-5-101 through 76-5-413;
5. any matters involving arrests for an alleged felony offense under Utah Code Ann. §76-6;
6. any matters involving arrests for an alleged crime of domestic violence under Utah Code Ann. § 77-36; and
7. any matters involving arrests for an alleged crime under federal law or the laws of another state comparable to the violations listed above.

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

After receiving arrest information about the employee, the Superintendent or designee shall review the arrest information and assess the employment status considering the employee's assignment. An employee shall be immediately suspended from student supervision responsibilities for alleged sex offenses and other alleged offenses that may endanger students during the period of investigation. An employee shall be immediately suspended from any duties that require the employee to transport students or operate or maintain a District vehicle for alleged offenses involving drugs or alcohol during the period of investigation.

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

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

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

Utah Admin. Rules R277-516 (July 1, 2018)
Utah Code Ann. § 53G-11-401,402 (2018)

3.103.0 DISTRICT REPORTS TO UTAH STATE OFFICE OF EDUCATION

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

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

Utah Admin. Code R277-516 (December 8, 2009)
Utah Code Ann. § 53G-11-406 (2018)

3.103.0 *PROCEDURE FOLLOWING THE ARREST OF AN EMPLOYEE*

Any arrest will cause the following steps to be taken:

1. Immediate suspension from student supervision responsibilities for alleged sex offenses and other alleged offenses which may endanger students during the period of investigation;
2. Immediate suspension from transporting students or public education vehicle operation or maintenance for alleged offenses involving alcohol or drugs during the period of investigation;
3. Adequate due process for the accused employee consistent with *Section 53A-3-1506*; and
4. A process to review arrest information and make employment decisions that protect both the safety of students and the confidentiality and due process rights of employees.

Utah Admin Rule 277-516-5(3)

3.104.00 EMPLOYMENT OBJECTIVES: SCOPE OF EMPLOYMENT

3.104.0 SCOPE OF EMPLOYMENT

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

3.104.0 MEETING WITH INDIVIDUAL STUDENTS

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

3.104.0 PROVISION OF TRANSPORTATION

No employee, except an authorized bus driver, has authority to provide transportation for any student or other employee unless the principal gives express written authorization. All unauthorized transportation is outside the scope of employment.

TRAVEL EXPENSE

District personnel and officials who incur expenses in conducting their authorized duties will be reimbursed by the District upon submission of a properly completed and approved voucher at a rate that is designated by the Board at a calculated rate. Such expenses may be approved and incurred in line with budgetary allocations for the specific type of expense.

An employee on official school business will be expected to exercise the same care in incurring expenses that a prudent person would exercise when traveling on personal business. Excessive costs for travel and accommodations will not be allowed.

Travel requests must be submitted in advance, through the appropriate administrators to the Superintendent. Travel advancements will be made to employees who are traveling for more than a twenty-four (24) hour period. Employees receiving travel advances will be required to account for advance funds by furnishing receipts to support lodging, transportation and other expenses. No receipts will be required for per diem expenses.

Employees traveling less than a twenty-four hour period will be required to submit a claim for reimbursement with receipts to support transportation and other expenses. No receipts will be required for per diem expenses.

TRANSPORTATION GUIDELINES

1. Transportation: All modes of transportation will be authorized consistent with the assignment and the efficient economic conduct of official business. Travel will be by the most direct route. Operators of District automobiles must have a valid driver's license and have taken the drivers safety course recommended by risk management.
2. Airfare: Round trip coach tickets should be purchased if these offer a price advantage.

3. Automobile: Reimbursement will be made at the state established rate. When more than one person is attending the same conference, transportation will be pooled or reimbursement shared.
4. Car rentals: Rental cars must be used only as approved when no other means of transportation is available and must be approved by the Superintendent.

SUBSISTENCE

1. Lodging: Reimbursement will be made at the state established rate.
2. Per Diem: Reimbursement will be set at the current state rate for both in state and out of state travel.
3. Rate adjustment: If a meal is furnished as part of the meeting or conference daily per diem rates will be reduced by the number of meals provided.

TRIP MEALS

Employees will qualify for meal reimbursement if they are traveling away from their base location during the entire scheduled time for a meal (listed below), and if the travel is outside the District boundaries (except for bus drivers on activity trips).

The reimbursement schedule is as follows:

1. The scheduled time for breakfast is between 6:00 A.M. and 8:00 A.M.
2. The scheduled time for lunch is between 12:00 P.M. and 1:00 P.M.
3. The scheduled time for dinner is between 5:00 P.M. and 7:00 P.M.

OTHER REIMBURSABLE EXPENSES

4. Conference or convention registration fees are reimbursable as an expense on the travel voucher.
5. The Superintendent must approve any other expense in advance.

3.104.0 *CONCEALED WEAPON*

Employees of the School District who obtain permits to lawfully possess a concealed firearm do so in their individual capacities. Any use of such firearms is outside the scope of employment and contrary to the purposes of employment by the School District, and is done solely in the employee's personal capacity and not as an employee of the School District. Any possession or use of any firearm or other weapon by any School District employee that is not lawful shall result in termination of employment for cause. All employees are prohibited from possession or controlling any firearm while on School District property unless such employee has obtained a valid permit to do so. Any use of a firearm by any person while on school property is unlawful unless in lawful self-defense or defense of another.

3.105.00 EMPLOYMENT OBJECTIVES: SEXUAL HARASSMENT

3.105.0 GENERAL STATEMENT OF POLICY

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

It is the policy of the District to maintain a learning and working environment that is free from sexual harassment. Sexual harassment is inappropriate in the District and will not be tolerated by the Board in matters over which it has jurisdiction. Sexual harassment, by the Board member, District administrators, Administrators, certified/support personnel, or students, is prohibited.

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

*42 U.S.C. 2000e et seq
Utah Code Ann. § 34A-5-101 et seq*

Persons found in violation of this policy will be subject to discipline, including, but not limited to reprimand, probation, demotion, suspension or termination, or other sanctions as may be determined to be appropriate by the Board.

3.105.0 SEXUAL HARASSMENT DEFINED

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical communication of a sexual nature when: Any form of advances, request for sexual favors and other verbal or physical conduct of a sexual nature is unacceptable when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of retaining or obtaining employment, or obtaining an education, grade, or academic performance;
2. Submission to or rejection of such conduct or communication by any individual is used as a favor in decisions affecting that individual's employment decisions or as the basis for a grade.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working or academic environment.

Any sexual harassment as defined when perpetrated on any student or employee by any student or employee will be treated as sexual harassment under this policy.

Sexual harassment may include but is not limited to:

1. Verbal harassment or abuse;
2. Subtle pressure for sexual activity;
3. Inappropriate patting or pinching;

4. Intentional brushing against a student's or employee's body;
5. Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regards to an individual's employment or educational status;
6. Any unwelcome sexually motivated touching.

Meritor Saving Bank v. Vinson, 477 U.S. 57 (1986)
Baker v. Weyerhaeuser Co., 903 F 2d 1342 (10th Cir. 1990)

3.105.0 REPORTING PROCEDURES

Any employee or student who believe/s that they he/or she has been the victim of sexual harassment by a student or employee of the District, or any third person with knowledge or belief of conduct which may constitute sexual harassment should submit a written report of the alleged act immediately to the Superintendent or one of the Complaint Officers. One male and one female complaint officer must be available. The District encourages the reporting party or complainant to use the report form available from each building principal or from the District office.

The District and the Board have no way of knowing the possible occurrences of sexual harassment within the District unless employees and students willingly come forward with complaints.

1. In each school building: The building principal is the person responsible for receiving oral or written reports of sexual harassment at the building level. If the complaint involves the building principal, the complaint shall be filed directly with the Superintendent, or one of the Complaint Officers.
2. Upon receipt of a report the principal must notify the Superintendent or one of the Complaint Officers immediately without screening or investigating the report.
 - a. A written report will be forwarded simultaneously to the District Human Rights Officer.
 - b. If the report was given verbally, the principal shall reduce it to written form within twenty-four (24) hours and forward it to the Superintendent or one of the Complaint Officers.
3. Failure to forward any sexual harassment report or complaint as provided herein will result in disciplinary action.
4. District wide: The Board hereby designates the Superintendent as the District Human Rights Officer.

The Complaint Officer is the Human Resource Director.

The District shall conspicuously post the name of the Human Rights Officer and the Complaint Officers in each school building. Addresses and phone numbers of each Officer will be included.

5. These individuals are authorized to receiver reports of complaints of sexual harassment from any individual, employee or victim of sexual harassment and also from the building principals as outlined above.

6. If the complaint involves the Human Rights Officer, or one of the Complaint Officers, the complaint shall be filed directly with the Superintendent.
7. Submission of a complaint or report of sexual harassment will not affect the individual's future employment, grades, or work assignments.
8. Use of formal reporting form is not mandatory.

3.105.0 *INVESTIGATION AND RECOMMENDATION*

After a reasonable investigation of the complaint, conducted by the Complaint Officer(s) or the Superintendent, a confidential written report of the status of the investigation will be submitted within ten (10) working days to the Superintendent and the Human Rights Officer.

In determining whether alleged conduct constitutes sexual harassment, the District should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incident(s) occurred. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstance(s) giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

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

The Complaint Officer(s) shall make a written report to the Superintendent upon completion of the investigation.

3.105.0 *DISTRICT ACTION*

The Superintendent shall handle complaints reported to the Superintendent in a timely, confidential manner. Information regarding an investigation of sexual harassment shall be confidential. Those who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

It shall be the responsibility of the Superintendent and/or the complaint Officer(s) to promptly investigate claims of sexual harassment using the procedures recommended by RISK MANAGEMENT.

1. Upon receiving the complaint, the Superintendent or the Complaint Officers shall confer with the person making the complaint, to obtain an understanding of the statement of the facts from the person.
2. Once the Superintendent or the Complaint Officer(s) has/have obtained a statement of the facts from the person filing the complaint, the Superintendent shall attempt to meet with the person charged with sexual harassment to obtain a response to the complaint unless such a meeting would compromise the confidentiality of the complaint with the charged person.
3. Upon completion of the investigation, the Superintendent shall make a written recommendation to the Board.

4. It shall be the responsibility of the Superintendent, who may consider consultation with Risk Management, to determine what further action should be taken.
5. If termination or expulsion is determined by the Superintendent to be necessary, the Superintendent shall make such that recommendation to the Board. The District will report the result of the investigation of each complaint filed under these procedures in writing to the complainant. The report will document any disciplinary action taken as a result of the complaint.

3.105.0 *PERSONNEL RESPONSIBILITY*

It shall be the responsibility of the Board administrators, certificated and support personnel, and others employed by the District to act appropriately under this policy. It shall be the responsibility of the Superintendent to inform and educate School District personnel about sexual harassment.

The Board may also designate one person responsible for investigating the complaint, another for determining the validity of the complaint, and a third for determining the penalty if the complaint is found valid. However, it should be kept in mind that the more persons involved in a complaint, the more likely investigations will be prolonged and the level of confidentiality reduced.

3.105.0 *REPRISAL*

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

3.105.0 *NON-HARASSMENT*

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

3.105.0 *RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES*

These procedures do not deny the right of any individuals to pursue other avenues of recourse which may include filing charges with the Utah Anti-Discrimination and Labor Division (UALD) 10 East 300 South, SLC 84111 phone: (801) 530-6801, initiating civil action or seeking redress under state criminal statutes and/or federal law.

3.105.1 *SEXUAL HARASSMENT AS SEXUAL ABUSE*

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

3.105.1 *DISCIPLINE*

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

3.105.1 *NOTICE*

Notice of this policy shall be communicated to all employees and students.

REPORT OF SEXUAL HARASSMENT

This form is affected by the Privacy Act of 1974 and shall be maintained in a confidential manner by the District.

Name Home Telephone

Street Address: _____

Employment Position School/Site

Documentation of Sexual harassment activity: (Additional pages may be attached)

Persons Involved:

Witnesses (if any):

Signature of Complainant

REPORT OF SEXUAL HARASSMENT

(Continuation)

3.106.00 EMPLOYMENT OBJECTIVES: COACHES' CODE OF CONDUCT

GENERAL STATEMENT OF POLICY

This document is a direct result of the efforts of members of the Duchesne County School District (DCSD) Athletic Directors' Professional Learning Community (PLC), Union High School Extra-Curricular PLC and other participating DCSD high school PLC's. Accordingly, in an effort to provide policy (first page only), guidelines, boundaries, protections, and expectations, the following code of conduct for coaches and accompanying appendage has been adopted by Duchesne County School District.

COACHES' ROLE

The function of a coach is to educate students through participation in interscholastic competition. An interscholastic program should be designed to enhance academic achievement and should avoid interference with opportunities for academic success. Each student-athlete should be treated with respect and his or her welfare should be considered in decisions by the coach at all times. The coach shall uphold the honor and dignity of the profession endorsing sportsmanship and fair play while directing his or her program in harmony with the total school athletic and academic agenda. The coach shall also meet with parents and players to communicate rules, policies, as well as consequences. In contact with students, officials, athletic directors, school administrators, the state high school athletic association, the media, and the public, the coach shall strive to avoid any act of dishonesty, unsportsmanlike conduct, or unprofessional behavior.

COACHES' CERTIFICATION

Coaches must receive certification in both First Aid and CPR. Coaches must also complete a Background Check (fingerprinting conducted by DCSD), Concussion Training (free course online <http://www.nfhslearn.com>) and the "Fundamentals of Coaching" course (purchase course online <http://www.nfhslearn.com>). Head coaches and paid assistant coaches with a major, minor, or endorsement in physical education and/or a minor in coaching are not required to complete the "Fundamentals of Coaching" course.

MISCONDUCT POLICY STATEMENT

Coaching misconduct shall be reported through the proper channels: first, school administration; second, district administration and shall be submitted in writing (see attached policy and form). Playing time issues and disagreements regarding coach's real time game decisions are not considered behaviors of coaching misconduct. Misconduct is defined as: "... any act of dishonesty, unsportsmanlike conduct, or unprofessional behavior."

Each athletic contest should exhibit an experience that represents the highest level of fair play and good sportsmanship. Coaches shall do their best to ensure participation in athletics promotes character development for all participants, enhances the integrity of the high school experience, and promotes civility; therefore participants of contest events should adhere to such fundamental values as respect, fairness, civility, honesty and responsibility. Accordingly, school and district administration will consider action in response to any form of misconduct by coaches.

The position of a coach is an at-will hire, meaning that continuance or termination of employment of a coach is at the principal's discretion. Investigation of, or penalties assessed due to misconduct, will be managed by the principal under the direction of the superintendent.

ADMINISTRATOR'S GUIDE TO COMMUNICATE EXPECTATION OF COACHES

Administrators may use the accompanying appendage/guidelines to teach and guide expectations regarding coaches' behavior as it relates to players, the institution, parents, spectators, colleagues, and officials. Administrators may also utilize the accompanying grievance policy and form.

COMMITMENT TO THE PLAYERS

6. Coaches shall encourage the student-athlete to exhibit sportsmanship at all times supporting the school and state's sportsmanship campaign. The coach shall also exert his or her influence to enhance sportsmanship by spectators, both directly and by working closely with cheerleaders, pep club sponsors, booster clubs, and administrators.
7. Coaches shall always remember that their players are student-athletes and not make demands upon them that are inconsistent with institutional, district, region, and state governing body rules or in any way compromise the student-athletes' academic pursuits. The coach shall not exert pressure on faculty members to give student special consideration.
8. Coaches shall not discriminate on the basis of race, color, religion, sexual orientation, national or ethnic origin.
9. Coaches shall follow institutional, district, region, and state association rules regarding drug, alcohol and tobacco use.
10. Coaches shall master the contest rules and shall teach them to his or her team members. The coach shall not seek an advantage by circumvention of the spirit or letter of the rules.
11. Coaches shall address the issue of hazing annually and consistently, and put team rules and consequences of violating such rules, in writing. It is a "must" conversation, regardless of how uncomfortable it may be.
12. Coaches shall be responsible to collect completed required forms (with signatures), uniforms, and equipment from each student-athlete. An updated equipment/item inventory will be required at the end of each season/school year.
13. Coaches shall stay current on the latest techniques and drills (clinics, seminars, videos, articles, books, etc.) so as to incorporate those strategies into their programs, increasing their players' skill levels.
14. Coaches will work closely with school administration to ensure student-athletes abide by school and district policies (Ex.: UHS Detention Policy).
15. Coaches may determine team make-up and make decisions regarding playing time based on what's best for the team or program's future as a whole—not upon individual circumstances.

COMMITMENT TO THE INSTITUTION

1. Coaches shall behave in such a way that they bring credit to their profession, themselves, program, and school.
2. Coaches shall exhibit professionalism in their actions, words, and attire. Abusive language and profanity shall be avoided.
3. Coaches shall act in full accordance with institutional, region and state governing body rules.
4. Coaches shall immediately report any violation of institutional, region or state rules to administration regardless of how minor they believe the violation to be.
5. The coach shall promote the entire interscholastic program of the school and direct his or her program in harmony with the total school extra-curricular and academic program. This includes working together with other coaches and advisors, relating to activities, to ensure maximum activity while maintaining discipline of team rules and reaching potential success.
6. Coaches shall conduct early season parent meetings to communicate with player and parent team expectations, rules, gain required signatures, and to disperse schedules, fund-raising information, etc. as needed.

COMMITMENT TO PARENTS/SPECTATORS/OTHER COACHES/EDUCATORS

1. Coaches shall treat parents, spectators, and colleagues with dignity and respect and shall avoid conflicts of interest and exploitation of these relationships.
2. Coaches shall not scout opponents by any means other than those adopted by the region and/or state high school activities association.
3. Coaches should meet and exchange cordial greetings with the opposing coach to set the correct tone for the event before and after the contest.
4. Coaches shall participate, when invited by administration, in an end-of-season interview with administration to discuss positives and negatives, reviewing expectations, and increasing skills to improve programs.
5. Coaches shall work together when scheduling off-season camps and clinics so as to allow multiple-sport athletes the opportunities to participate.

COMMITMENT TO OFFICIALS

1. All game officials shall be treated in a professional and respectable manner. While showing passion and defending players is important, the coach shall not indulge in conduct, which would incite players or spectators against the officials.
2. Any displeasure with an official's actions or conduct shall be addressed through the proper channels (administration, coaches' associations, UHSAA) and not through the media or through public opinion.

3.106.0 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: ACCESS TO SCHOOL RECORDS

3.106.0 PURPOSE OF THE POLICY

This policy is adopted pursuant to the Government Records Access and Management Act, GRAMA, *Utah Code Ann. § 63G-2-701 (2018)*. It is intended to apply to all schools in the District relating to information practices, including classification, access, appeals, management and retention of documents. It shall be filed, together with any amendment thereto, with the state archives no later than thirty (30) days after its effective date.

3.106.0 APPROPRIATE REQUESTOR OF RECORDS

A person may request access to the District's records if that person meets the requirements set forth in this policy and submits a written request. The written request shall contain the requester's name, mailing address, daytime telephone number, a specific description of the records requested and show the requester's status as one entitled to access to such records. Every person has the right to inspect a public record free of charge and the right to copy a public record in compliance with the terms of this policy. A "public record" means any record that is not private, controlled or protected.

For purposes of this policy, "records" do not include: temporary drafts or other materials prepared for the originator's personal use or prepared for the originator's personal use or for the personal use of another, personal notes, notes kept in personal journals, diaries or other day timers, notes of informal observations, notes of evaluations or materials owned by the originator in his/her private capacity.

Utah Code Ann. § 63G-2-207 (2018)

3.106.0 RECORDS ADMINISTRATOR

Business Administrator is hereby designated as Records Administrator of this District.

3.106.0 ACCESS TO PRIVATE RECORDS

Upon an appropriate written request from the subject of the records, or the parent or legal guardian of an un-emancipated minor who is the subject of the record, the District shall disclose private records and other private data only to the subject of the record, or the parent or legal guardian of an un-emancipated minor who is the subject of the private record, or the legal guardian of a legally incapacitated individual who is the subject of the power of attorney from the subject of the record, or who submits a notarized release from the subject of the record, or his/her legal representative which is dated not more than ninety (90) days before the date the request is made, or pursuant to order of a court of competent jurisdiction to disclose such record.

Utah Code Ann. § 63G-2-202 (1)(2018)

3.106.0 *PRIVATE DOCUMENTS*

The District hereby designates all documents identified in the *Utah Code Ann. § 63G-2-302(1)(a)* through (e) and 302 (2) as “private data”, including specifically but not limited to:

1. All private personnel records contained in a personnel file, applications, nominations, recommendations, or recommendations for employment, advancement or appointment
2. Any formal employee evaluation signed by the employee
3. Records showing an individual’s home address, home telephone number, social security number, insurance coverage, marital status, payroll deductions, race, religion, disabilities or military status
4. Records touching upon an individual’s eligibility for unemployment benefits, social services or welfare benefits
5. Records touching upon an individual’s personal finances
6. Records touching upon any individual’s medical or psychological condition, past or present
7. Records showing an individual’s certification
8. Any record, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy

However, official records showing formal criminal charges and action against an employee are not private, unless, upon the discretion of the District records officer or the Superintendent, the charges are not sustained.

3.106.0 *CONTROLLED RECORDS*

The District hereby designates as “controlled” any record that contains medical, psychiatric or psychological data about any individual and which would be detrimental to the subject’s mental health or for the safety of that individual to disclose.

3.106.0 *ACCESS TO CONTROLLED RECORDS*

Upon an appropriate written request to the Records Administrator of the District, the District shall provide access to controlled records to a physician, psychologist or certified social worker upon the submission of a release of the record from the subject that is dated not more than thirty (30) days prior to the request or upon an order from a court of competent jurisdiction. All copies made from such records shall be marked “controlled” and disclosure limited to the subject of the record and his/her medical professional.

3.106.0 *PROTECTED RECORDS*

The District hereby designates as “protected data” all records identified in *Utah Code Ann. § 63G-2-304*, including but not limited to:

1. Any document disclosing a trade secret

2. Test questions or answers
3. Any document, the disclosure of which may give an unfair advantage to a person or entity proposing to enter into a contract
4. Records touching upon the value of real property owned by the District which may be considered for sale
5. Any record that may jeopardize the life or safety of an individual if disclosed
6. Any record that would violate the normal professional practice or medical ethics
7. Any record which may jeopardize the security of District property or programs
8. Records touching upon issues of audits, audit techniques, procedures and policies
9. Records touching upon issues of actual or potential litigation
10. Records touching upon collective bargaining strategy
11. Records touching upon occurrences covered by the Division of Risk Management
12. Records touching upon deliberations of the Board acting in a judicial or review of prior decision capacity
13. Records touching upon formal evaluations not signed by the employee, appointment, retention or promotion of employees
14. Records generated in a closed meeting in accordance with the Utah Open and Public Meetings Act
15. Records not placed in an employee's personnel file which are maintained by individual supervisors or administrators
16. Materials to which access must be limited for purposes of securing or maintaining the District's property rights including patents, copyrights, trademarks and trade secrets

3.106.0 *ACCESS TO PROTECTED RECORDS*

Upon an appropriate request by the person who created the record, or a person who has a valid power of attorney from such person, or upon an order from the subject of the records or a person having the power of attorney or holding a notarized release from the subject of the records, or from a court of competent jurisdiction, the District shall provide access to such records only to such persons. All copies made from such records shall be marked "confidential".

3.106.1 *STUDENT RECORDS*

Student records shall be designated "education records" and the disclosure of such education records shall be governed pursuant to *20 U.S.C. § 12-32 (g)* and *34 C.F.R. § 300, et seq.* The District may not release information related to educational records without parental consent, except as provided by the Family Educational Rights and Privacy Act, (FERPA). (See policy FE with respect to student records.)

3.106.1 *RELEASING STUDENT INFORMATION*

Regarding the release of student information, the District may disclose any of the following designated Directory Information items for non-commercial purposes without prior written consent, unless notified in writing to the contrary by October 1, of each school year: name, address, telephone number, date and place of birth, major interests in school, participation in school sponsored activities, weight and height of members of athletic teams, dates of attendance, diploma and awards received, most recent school attended, photograph, and the name of parent or guardian with whom the student resides.

3.106.1 *FEEs FOR SEARCH AND/OR DUPLICATION OF RECORDS*

A fee (refer to GRAMA guidelines) shall be charged for the District's actual cost of duplicating a requested record and also for the personnel time in compiling and obtaining the records as follows:

1. 25 Cents per page for each non-color copy and 40 cents per page for each color copy.
2. Actual cost per hour for the time spent by District personnel searching for and compiling documents for copying. However, in the regular course of carrying on business, no fee may be charged for making a record available to be viewed or to determine whether the record is subject to disclosure or for the requester's inspecting the record.
3. An additional charge of 1 dollar shall be charged per each page of a document that has been requested to be certified.

The District shall require all past fees and estimated future fees of the requester to be paid before copying if fees are expected to exceed fifty (50) dollars, or if the requester has not paid fees from a previous request.

Utah Code Ann. § 63G-2-203

3.106.1 *COPYRIGHTED OR PATENTED MATERIALS*

Any document that is copyrighted, either by formal filing under federal copyright laws or by informal claim of copyright, or which is covered by a patent, trademark or other protective designation; shall not be copied or provided to any person without an order of a court of competent jurisdiction ordering such disclosure.

3.106.1 *PROCEDURES*

Each requester shall submit a written request specifically identifying those documents requested. The request shall specifically state whether the documents sought are: (1) to be copies; or (2) to be identified to determine whether they are subject to disclosure. The District will determine if the requester will be allowed to inspect a specific record. In the event that a document is specifically identified and designated for copying, the requester shall submit sufficient funds with the written request to pay for all requested copies.

3.106.1 *RESPONSE TIMES*

The District shall respond to the request to copy within fifteen (15) days. When the District hereby finds that it does not have adequate resources to respond to document requests and appeals in the time period set forth in § 63-2-204 of GRAMA, it can therefore opt for alternative time periods. The District shall respond to an appropriate request by:

1. Approving the request and providing the records
2. Denying the request
3. Notifying the requester that it does not maintain the records
4. Notifying the requester that extraordinary circumstances exist which make it impractical to approve or deny the request, specifying the earliest time when the records will be available

3.106.1 *TIME LIMIT FOR APPEALS*

In the event the District either denies access to or the right to copy a requested document, the requester shall submit an appeal of the request to the Board in writing. This written appeal must specifically state the documents which have been designated for copying or for inspection, the date of the request, the date of the denial of the request, all circumstances surrounding the denial, the reasons stated for the denial, and attach a copy of any funds which have been submitted to pay for copies of copies have been requested. The Board shall respond to such a request within thirty (30) days after the requester has submitted the appeal. The Board shall submit a written response either granting the requester's request or affirming the denial of the request for documents.

Utah Code Ann. § 63G-2-701 (3)-(4)

3.106.1 *MANAGEMENT*

Documents shall be managed by the administrative staff in each school and by each separate department of the District office.

3.106.1 *RETENTION*

The District must maintain all public, private, controlled and protected documents for at least six (6) years, after which the District may discard, destroy or dispose of any documents.

3.106.1 *PRIVILEGED DOCUMENTS*

The District reserves the right to claim a privilege with respect to all documents which are subject to attorney work product, attorney-client, physician-patient, psychiatrist-patient or other statutory privilege.

3.106.2 *JUDICIAL REVIEW*

Any party may appeal the Board's decision to the district court in the county where the District is located. The petition shall be filed no later than fifteen (15) days after the date of the Board's decision or order.

3.106.2 *RIGHT TO SEE PUBLIC RECORDS*

Except as otherwise set forth herein, District documents are “public” documents and every person has the right to inspect and to take a copy from nine (9) o’clock to three (3) o’clock, subject to the provisions of this policy.

Utah Code Ann. § 63G-2-201

3.106.2 *RIGHT TO COPIES*

If an appropriate requester requests to have copies of more than fifty (50) pages of records, the District, in its sole discretion, may provide the requester with facilities to the copies at his/her expense.

Utah Code Ann. § 63G-2-201 (9)

3.107.00 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PHYSICAL EXAMINATIONS AND COMMUNICABLE DISEASES

3.107.0 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. Satisfactory evidence may include, but is not limited to, regular mental or physical examinations by a qualified physician.

3.107.0 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 had 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 written release signed by the applicant or employee

KUTV, Inc. v. Utah State Board of Education 689 P.2D 1357 (Utah 1984)

3.107.0 INFORMATION FROM STATE BOARD

An administrator may obtain any information in the possession of the State Office of Education, which is relevant to evaluating the employment of a current or prospective employee, or to take action against a current employee based upon such information. The individual affected shall be given notice of the information and be provided an opportunity to refute or respond to the information. An administrator who, in good faith, discloses or receives information under this section is exempt from civil liability relating to that receipt or disclosure.

3.107.0 INFORMATION FROM DUCHESNE COUNTY SCHOOL DISTRICT

The following guidelines shall apply to all students and employees in this District in reporting cases of serious communicable diseases:

1. It is the responsibility of every District employee to report a suspected or confirmed case of a serious communicable disease as soon as possible to his/her supervisor
2. The supervisor will report this information as soon as possible to the Superintendent

3. An evaluation team shall be convened as soon as reasonably possible. Team members shall include appropriate medical advisors, persons familiar with the employee and the requirements of the employee's job, and a legal advisor. Other persons may be added as appropriate
4. The evaluation team will review the medical history of the employee, investigate on-the-job behaviors, evaluate the work or status, review the most recent research findings of the disease, how the disease is transmitted, how long the carrier is infectious, what is the potential danger to third parties, the probability that the disease will be transmitted and will cause varying degrees of harm, and then will make a written report or recommendation to the Superintendent within two weeks of the date first reported
5. The Superintendent will determine what action to take on a case-by-case basis, and report such action to the Board by the next Board meeting
6. The Superintendent's action may include but not be limited to, continuing normal employment; authorizing the use of sick, vacation or administrative leave; authorizing medical leave without pay (not to exceed one (1) year), referring the employee to LTD or Social Security disability; or any other appropriate action suited for the case. An employee may continue to work unless it is determined that continuation would create unreasonable risks for the employee or other persons, and that accommodations cannot reasonable be made to eliminate unreasonable risks
7. All information, records, reports, and other data related to the case will be maintained as confidential data and only released to those who have both a right and a substantial need to know the information
8. Prudent and reasonable measures will be taken to ensure the protection and safety of co-workers, students, the general public, and all others involved and also to ensure that the employee's rights are protected under the law
9. Within limits prescribed by applicable law and regulations, all reported cases, whether confirmed or only suspected, will be reported without delay to the State Department of Health, Bureau of Epidemiology (538-6191) by the Administration.

3.108.00 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CONFLICT OF INTEREST

3.108.0 *HOLDING PUBLIC OFFICE*

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

3.108.0 *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.

3.108.0 *PRIVATE, CONTROLLED, OR PROTECTED INFORMATION:*

District employees may not:

1. Accept employment or engage in any business or professional activity which the employee might reasonably expect would require or induce him/her to improperly disclose controlled information which he/she has gained by reason of the employee's position.
2. Improperly disclose or use controlled, private or protected information, acquired by reason of the employee's official position nor use such information for the employee's or another's private gain or benefit.
3. Use or attempt to use the employee's position with the District to substantially further the employee's economic interest or to secure special privileges or exemptions for the employee or others.
4. Accept other employment that the employee might expect would impair the employee's independence of judgment in performing the employee's public duties.
5. Accept other employment that the employee might expect would interfere with the ethical performance of the employee's duties.

Utah Code Ann. § 67-16-4 (2018)

3.108.0 *ACCEPTING GIFTS, COMPENSATION OR LOAN*

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

1. It tends to influence the employee in the discharge of employment duties
2. The employee knows or someone in the employee's position should know it is a reward for the employee's action; or
3. The employee recently has been, or is now, or in the near future may be involved in any

governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation or loan and other relevant information has been made in the manner provided below captioned "Receiving Compensation for Assistance in Transaction Involving a State Agency."

This section does not apply to the following:

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

3.108.0 *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 a sworn written statement. Said statement is to be filed with the Superintendent, the state attorney general's office, and the head of the agency with which the transaction is being conducted and will contain the following information:

1. The name and address of the employee
2. The name of the School 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 ten (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 Ann. § 67-16-6

3.108.0 *NEPOTISM DEFINED*

Definition: For the purposes of this section, "relative" means father, mother, husband, wife, son, daughter, sister, brother, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and/or daughter-in-law.

Utah Code Ann. § 52-3-1(1)(d)

No Board member or officer of the district may employ, appoint, or vote for or recommend the appointment of a relative or cohabitant in or to any position of employment, when the salary, wages, pay, bid, or compensation of the appointee will be paid from public funds and the appointee will be

directly supervised by a relative, unless:

1. The appointee is eligible or qualified to be employed by the District pursuant to the State Office of Education; or
2. The appointee is the only person available, qualified, or eligible for the position; or
3. The appointee will be compensated from funds designated for vocational training; or
4. The appointee will be employed for a period of twelve (12) weeks or less; or
5. The appointee is a volunteer as defined by the District; or
6. In the case of a District officer, the Board determines that the employee is the only person available or best qualified to perform supervisory functions of the appointee.

Utah Code Ann. § 52-3-1 (2)(a)

3.108.0 *NEPOTISM*

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

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

Utah Code Ann. § 52-3-1 (2)(b)

3.108.0 *SUPERVISION*

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

Utah Code Ann. § 52-3-1 (2)(c)

No appointee may accept or retain employment if the appointee is paid from public funds and is under the direct supervision of a relative, unless:

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

Utah Code Ann. § 52-3-1 (3)

3.108.0 *TRADING*

It is illegal to evade the provisions of this policy by trading.

NOTE: An example of trading would be if the Board employed the relative of a person subject to the nepotism statute, in return for which that person employed a relative of a Board member, given the fact that neither employer could legally employ his or her own relative.

3.108.1 *FEDERAL FUNDS*

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

**3.109.00 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: NON-SCHOOL
EMPLOYMENT**

3.109.0 *NON-SCHOOLEMPLOYMENT*

No employees of the District shall obtain or maintain any other employment that may interfere with or substantially impede discharge of duties under the individual's employment with the District.

3.110.00 EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: DRUG POLICY

3.110.0 BOARD POLICY

The Board recognizes that the unlawful use, possession, distribution, or sale of alcohol, narcotics, or other dangerous drugs is illegal according to federal and Utah State Law and constitutes a hazard to students. The Board encourages the development and implementation of programs which will provide information on the harmful effects and aid in the prevention of drug and alcohol abuse. The Board support programs that coordinate school and parent cooperation in attempting to prevent problems of drug abuse and support programs that assist parents in seeking outside professional help from public and private educational and rehabilitative programs.

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

3.110.0 ADMINISTRATIVE POLICY

The Administration recognizes the need to reduce the risk of use and the abuse of illegal substances among employees and students. Therefore, the use or possession of alcohol or illegal drugs, counterfeit substances, and all associated paraphernalia is prohibited at school and on any School district location.

Utah Code Ann. § 58-37-1 et seq.

3.110.0 EMPLOYEE DRUG POLICY

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

Utah Code Ann. § 58-37-1 et seq.

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

As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his/her supervisor in writing of a statute violation occurring in any of the places listed above

on which work on District federal grant is performed, no later than five (5) calendar days after such conviction.

3.110.0 *NOTICE TO EMPLOYEES*

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

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

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

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

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

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

*21 U.S.C. § 812
21 CFR 1308.11 through 1308.15
Utah Code Ann. § 58-37a-1 et seq.
Utah Code Ann. § 58-37b-1 et seq.*

3.110.0 *DRUG TESTING OF BUS DRIVERS*

Supplement to State Rules

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 C.F.R. 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 U.S.C. § 31306

Drug Program Coordinators

The District hereby appoints the transportation director to act as the Drug Program Coordinator and the transportation secretary to act as the Alternate Drug Program Coordinator. The Drug Program Coordinator shall also act as the site coordinator for purposes of observing, collecting, and organizing and maintaining test data.

Conditions of Employment -

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's Drug Policies;
2. Notify the District Pupil Transportation Supervisor of any criminal drug or alcohol related conviction no later than five (5) working days after such conviction;
3. Notify the District Pupil Transportation Supervisor of any revocation or confiscation of the Commercial Driver's License; and
4. Consent to the District releasing to any other school district records of a positive test or a refusal to be tested.

Confidentiality of 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.

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; and
3. Any employee may be tested for drugs or alcohol where there is a reasonable suspicion that an employee may be using alcohol, illegal drugs, or may be under the influence of illegal drugs or alcohol while on the job.

Reasonable Suspicion Documentation

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

Utah Code Ann. § 34-41-102(3)

Utah Code Ann. § 34-41-101(8)

Reasonable Suspicion

A “reasonable suspicion for drug testing” means an articulated belief based on the recorded specific facts and reasonable inferences drawn from those facts that indicate that a school district employee is using or is under the influence of drugs or alcohol.

Utah Code Ann. § 34-41-101(8)

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.

Utah Code Ann. § 34-41-101(10)

Scope of Employment

An action is within the “scope of employment” if it is part of any actions for which an employee is remunerated or performs by reason of employment in the District.

Verification of 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 chromatography-mass spectroscopy, or other comparable reliable analytic methods.

In addition, the employee testing positive shall be notified as soon as possible 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.

Utah Code Ann. § 34-41-104(4)

Positive 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 Test of Other Employees

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

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

Utah Code Ann. § 34-41-105(2)

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

Test Procedures

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

Compensation for 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.

Utah Code Ann. § 34-41-104(5)

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.

Utah Code Ann. § 34-41-104(6)

3.111.00 **INSURANCE**

Insurance

All employees who work forty (40) hours per week or more during the contract school year shall be entitled to health insurance benefits paid by the District as determined by the Board.

For purposes of reserving scarce District funds where a husband and wife are both employed by the District, the school District shall be required to provide only one (1) family policy on the spouse whose birthday is first in the year, and the other spouse shall be named as a covered beneficiary on his or her spouse's family coverage. The employer share of the premium is paid by the District for eight (8) hour/day employees who are not covered by a similar insurance through their spouse's employment in the school District. Employees working less than eight (8) hours per day pay a percentage of the employer share of the premium according to their Full Time Equivalency (FTE) of an eight (8) hour day in addition to the employee share of the premium. For example, six (6) hour/day employees the district pays seventy-five (75) percent of the employer share respectively. Teachers teaching less than half time and classified employees working less than seventy-five (75) percent (less than thirty (30) hours per week) or bus drivers, who do not receive benefits normally provided to regular full time employees, shall not be eligible for insurance coverage. Bus drivers on contract shall have the total employer premium paid by the District after five (5) years of employment. If employees have been covered by the district with insurance and then reduce their employment to less than six (6) hours per day or less than 30 hours weekly, or terminate, the employees have the option of continuing the insurance coverage, provided they pay the premiums. (As per Federal COBRA provisions)

Employees are covered by a worker's compensation insurance plan. Employees cannot receive "sick pay" due to industrial accidents and also collect salary for lost work time from the worker's compensation plan. There is to be no "double-dipping."

Disability Insurance

Long-term disability insurance is provided for all district employees who are also eligible for and participate in the Utah Retirement System.

For purposes of determining whether or not an employee has become permanently or partially disabled, the guidelines as established by the current Long Term Disability Insurance carrier shall govern.

Liability Insurance

Each employee is covered by the insurance coverage of the Duchesne County School District for actions of liability related to their performance in their job classification.

3.112.00 SALARY GUIDELINES

3.112.0 RATES

All District personnel will be compensated at rates set by the Board of Education.

3.112.0 PRIOR EXPERIENCE

Teachers new to the District who furnish written verification of teaching experience in other public or private schools will be granted no more than five (5) years on the steps of the salary schedule, except in the following conditions:

1. Teachers new to the District who were previously employed in the Uintah County School District will be granted all their prior years of experience.
2. The Superintendent may grant an additional five (5) steps based on prior experience.

Verification of years of experience must be sent to the District Office on or before the first payroll date of the current school year.

3.112.0 MULTI-ASSIGNMENT POLICY

It is the intent/purpose of the Board that employees be hired to work no more than eight (8) hours per day, forty (40) hours per week. Administrators, supervisors and directors are expected to adhere to this policy in budgeting and planning for the various programs or departments in the District and hire personnel accordingly.

3.112.0 SUBSTITUTES

Certificated Employees Substitutes: Whenever an individual substitutes for one teacher for ten (10) or more consecutive days, said individual will be paid an additional \$10.00 per day, after the tenth (10th) consecutive day.

Classified/Support Personnel Substitutes: Whenever an individual substitutes for the same Classified/Support Services Employee for twenty (20) or more consecutive days, said individual will be paid at the beginning rate, from the Classified Employee Salary Schedule, of the person for which s/he is substituting (Bus Driver, Custodian, etc.) instead of the regular substitute rate of pay. This is to be retroactive to the first substitute day once the 20th day has been worked.

3.112.0 *DOUBLE PAY*

The District prohibits any employee from receiving “double pay” while in the employ of Duchesne County School District during contract hours. This includes such activities as, but not limited to: per diem beyond expenses while working county, state and/or federal projects; gainful employment; chaperoning groups other than at school sponsored activities.

3.112.0 *OVERTIME POLICY*

A “non-exempt employee” is an employee who is entitled to over-time based upon the Fair Labor Standards Act (FLSA). Any overtime worked by employees of the District must be approved by the employee’s immediate supervisor in writing. Overtime is discouraged except in cases of emergency. Unapproved overtime is not allowed and employees working unauthorized overtime will be subject to disciplinary action.

All supervisory personnel are to insure that non-exempt employees do not work (as defined in the Federal Labor Standards Act (FLSA)) “suffered or permitted to work” extra time; also, to insure that employees are not reporting contracted time to the District while maintaining a separate accounting of unapproved extra time worked.

3.112.0 *COMPENSATORY TIME*

The employee shall take compensatory time in lieu of overtime pay. If the employee works over forty (40) hours s/he will be granted time and one half compensatory time.

The employee’s immediate supervisor must approve compensatory time; also, compensatory time must be taken within one (1) month from the time the overtime was worked.

All overtime worked must be specifically assigned in advance by an employee's supervisor. (The only exceptions allowed are in bona fide emergency situations when overtime is unavoidable and supervisors cannot be contacted for approval.) It is the District's policy to discourage the use of overtime and to keep overtime to the barest minimum commensurate with the District's best interests. Supervisory personnel should organize their department workloads to minimize overtime.

Compensation:

1. For non-exempt employees covered under the overtime provisions of the FLSA, overtime will be compensated by allowing compensatory time off at the rate of time and one-half (for example, 1.50 hours of comp time for every overtime hour worked).

a. employees will not be allowed to accrue more than 40 hours of compensatory time.

b. In exceptional circumstances when the working of substantial amounts of overtime cannot be avoided, the superintendent may approve payment for overtime at the rate of time and one-half the regular rate of pay.

No overtime compensation will be granted to any contractual employee, including administrators and other supervisory and professional employees exempted from FLSA overtime coverage.

3.112.0 *HOMEBOUND INSTRUCTION*

Compensation for teaching homebound or hospitalized students, (and mileage for those students who live more than two (2) miles from school), shall be paid according to rates/amounts established by the Board. All homebound projects must be cleared and approved in writing before they go into effect. The Superintendent’s signature is required for approval of any project.

3.112.0 *LANE CHANGES*

1. College credit, Utah State Office of Education in-service credit, and District in-service credit, which have been pre-approved, and National Board Certification, will be accepted for educators desiring to move from one lane to another on the District salary schedule.
2. Quarter/semester hours on the salary schedule will be honored if they have been earned after an educator has graduated and has received a teaching license from the Utah State Board of Education or equivalent agency or institution of another state. All other quarter/semester hours may only be applied toward a lane change if they were earned after the date the teaching license was received.
3. Workshops may count for a maximum of fifteen (15) hours toward a lane change. They may impact changes from Teaching License (TL) to TL +20, TL.+20 to TL +37, M.S. to M.S. +30 and M.S. 30 to M.S.+50. The number of hours attended in the workshop will determine the amount of credit received toward a lane change. Ten (10) clock hours of in-service are equivalent to one (1) college quarter hour and fifteen (15) clock hours of in-service are equivalent to one (1) college semester hour. In-service credit must be authorized in subject areas where the District, school or teacher has needs. The requirements to be met to obtain the credit shall be set forth as the in-service work is authorized. (Proper signatures, documentation, type of workshop, etc.) Present salary schedule lane changes are based on semester hours. One (1) semester hour equates to 1.5-quarter hours.
4. Employees with previous experience in another school district must provide documentary evidence of credits beyond a Bachelor's or Master's Degree to qualify for a specific lane within the policies of Duchesne County School District. The District lane change committee will review the documentation on an individual basis and determine the appropriate lane.
5. Educators must notify the Superintendent's office of their intent to change lanes on the proper forms that are distributed in the spring and by the date indicated on the form. Lane changes will be made when the educator furnishes the District a transcript of credits or other written proof that the credits have been earned. All proof of credit must be submitted by the date indicated on the yearly calendar.
6. The District lane change committee will review all lane change requests.

3.112.1 *TEACHING HOURS*

Teachers must make themselves available beyond regular hours for faculty meetings, parent-teacher conferences, and for special meetings called by the principal or the superintendent. Certificated personnel shall be at school at least thirty (30) minutes before school begins and shall remain at school at least thirty (30) minutes after school is dismissed.

3.113.00 EMPLOYMENT: EMPLOYEE TRANSFERS

3.113.0 ADMINISTRATIVE POLICY

It is the policy of the Administration to assign personnel to the positions that best meet the need of the District. Transfers may be made within the sole discretion of the Superintendent of Schools to maintain a proper balance of experience and specialized competence among the schools of the District. When circumstances make it necessary to transfer employees involuntarily or reduce staff, orderly procedures are to be implemented.

3.113.0 VOLUNTARY TRANSFERS

1. The District will identify and advertise all known vacancies. Vacancies will be announced in the school where the vacancy occurs first. If no one within the school asks to transfer to the vacant position, the vacancy will then be opened to all applicants.
2. All vacancies shall be advertised to current employees, and employees will make transfer requests according to the following guidelines:
 - a. Known vacancies will be posted for all current employees to consider by email to staff@dcsd.org. Job openings will be published in the local newspaper and on the District web site, and a copy sent to each school site.
 - b. A letter requesting transfer and a resume giving evidence of appropriate endorsements and requested skill requirements should be submitted to the District not later than five (5) school days following the email postings. All transfer requests, whether approved or not, will be answered in writing. After an employee has submitted one transfer letter and resume, requests for transfer to another specific opening can be accomplished by calling the Assistant Superintendent over that school no later than five (5) school days following the email postings. Information from the first transfer request will be forwarded to other schools upon the request of the employee.
 - c. Using a common set of criteria such as personnel files, requested qualifications, experience, etc., Principals will review all letters of request for transfer and select the candidates to be interviewed. First consideration shall be given to applicants who are currently employed by the district. If a choice must be made among applicants currently employed by the district who have been determined by the Principal to be equally well qualified for the position, the employee with the greatest length of continuous and current contract services in the district shall be appointed. When possible, notification of the new assignment will be made before the end of the current school year.

3.113.0 STAFF ASSIGNMENTS AND INVOLUNTARY TRANSFERS

Involuntary transfers of personnel within the Duchesne County School District (transfers from one school to another) may be made by the Superintendent and at the Superintendent's discretion as long as the employees are properly licensed or qualified for the new assignment.

Principals may assign teachers within their buildings to teach any class or subject for which the individual teacher is properly licensed. Administrative personnel serve at the direction of the Board. The Board of Education may assign administrative personnel to different buildings or administrative positions within the Duchesne County School District without cause. At the discretion of the Board such changes in assignment may be made at any time.

STAFF CODE OF CONDUCT

This policy is adopted in conformance with Utah Administrative Rule R277-517, which requires local educational entities to adopt a code of conduct applicable to staff.

Definitions

1. Abuse
 - a. "Physical abuse" means abuse that results in physical injury or damage.
 - b. "Sexual abuse" has the same meaning as defined in Utah Code § 78A-6-105(48).
 - c. "Verbal abuse" means repeatedly communicating in an objectively demeaning or disparaging manner which creates a hostile, intimidating, abusive, offensive, or oppressive learning environment.
 - d. "Mental abuse" means a pattern of sustained and repetitive acts or inappropriate statements that cause fear, lower self-esteem, or manipulate the person to control behavior. Examples of actions or statements that could be part of such a pattern include intimidation, threatening harm, destruction of property, insults or putdowns, arbitrary and unpredictable inconsistency, and denial that prior abusive incidents occurred. (Appropriate statements or actions taken in imposing discipline for misconduct do not constitute mental abuse.)

Utah Code § 78A-6-105(40), (48) (2018)

Utah Admin. Rules R277-515-4(2)(b)(i) (December 1, 2017)

2. "Boundary violation." A boundary violation occurs when a staff member crosses verbal, physical, emotional, or social lines that must be maintained to ensure structure, security, and predictability in an educational environment. Depending on the circumstances, the following may constitute a boundary violation:
 - a. Isolated, one-on-one interactions with students out of the line of sight of others;
 - b. Meeting with a student or students in rooms with covered or blocked windows;
 - c. Telling risqué jokes to or in the presence of a student;
 - d. Employing favoritism to a student;
 - e. Giving a gift to an individual student;
 - f. Staff-initiated frontal hugging or other uninvited touching;
 - g. Photographing an individual student for a non-educational purpose or use;
 - h. Engaging in inappropriate or unprofessional conduct outside of educational program activities;

- i. Exchanging personal email or phone numbers with a student for a non-educational purpose or use;
- j. Interacting privately with a student through social media, computer, or handheld devices; and
- k. Discussing the staff member’s personal life or personal issues with a student.

It is NOT a boundary violation to:

- a. Offer praise, encouragement, or acknowledgement;
- b. Offer rewards available to all who achieve;
- c. Ask permission to touch for necessary purposes;
- d. Give a pat on the back or a shoulder;
- e. Give a side hug;
- f. Give a handshake or “high five”;
- g. Offer warmth and kindness;
- h. Use public social media alerts to groups of students and parents; or
- i. Engage in contact permitted by an IEP or 504 plan.

It is not a boundary violation when a student acts or speaks in inappropriately familiar ways with a staff member without having been prompted to do so by the staff member, but such incidents must be promptly documented and reported to the staff member’s supervisor or the building principal and the student should be given guidance on proper student-staff relationships as directed by the supervisor or principal.

Utah Admin. Rules R277-515-2(1) (December 1, 2017)

- 1. “Bullying” means the same as that is defined by Policy 5.0810 and Policy 5.0500.
- 2. “Cyber-bullying” means the same as that is defined by Policy 5.0810 and Policy 5.0500.
- 3. “Neglect” has the same meaning as defined in Utah Code § 78A-6-105(36).
 - a. The term “parent” means the natural or adoptive or step or foster parent of a child or legal guardian who acts in the place of a parent.

Utah Code § 78A-6-105(36) (2018)

- 4. “Staff” means an employee or any contractor or volunteer with unsupervised access to students.

Utah Admin. Rules R277-517-2(2) (January 10, 2017)

Professional Conduct

District staff are expected to comply with all District policies and to adhere to all

requirements of the law. District staff are further expected to act professionally. This includes communicating in a civil manner and not promoting personal opinions, issues, or political positions as part of the instructional process in a manner inconsistent with law. It further includes integrity and honesty in relationships with others and conducting any financial business and accounting for funds honestly and with integrity. District staff are expected to comply with appropriate dress and grooming standards as established by District policy, supervisor directives, and generally accepted professional standards. District employees are required to report arrests and convictions as provided for in Policy 3.0110.

Utah Admin. Rules R277-515-3, -4, -5, and -6 (December 1, 2017)

District staff are prohibited from being under the influence of, using, possessing, or distributing any alcoholic beverage, tobacco product (including electronic cigarettes), or controlled substance at school or at a school-related activity where the staff member is functioning as such, as outlined in Policy 3.0250. District staff are further expected to support District efforts to reduce inappropriate drug use and alcohol or tobacco use among students, including by reporting student actions as provided by Policy 2.0300.

Utah Admin. Rules R277-515-3(4)(h), (i) (December 1, 2017)

District staff are prohibited from knowingly viewing or accessing pornographic or indecent material in any form (print, electronic, or otherwise) while on school premises or at a school-related activity or by using District devices, internet access, or other resources. District staff may not knowingly use, view, create, distribute, or store pornographic or indecent material involving children at any time.

Utah Admin. Rules R277-495-4(3) (April 7, 2014)

Utah Admin. Rules R277-515-4(2)(b)(vii) to (ix) (December 1, 2017)

Utah Code § 76-10-1235 (2007)

Professional and Ethical Relationships with Students

District staff are to comport themselves in a way that contributes to maintaining and fostering a positive, effective, non-disruptive and safe learning environment for students. This includes maintaining professional and appropriate demeanor and relationships with students, both during and outside of school hours and on and off campus. This also includes respecting appropriate intrapersonal boundaries in interacting with students and avoiding behavior that could reasonably lead to the appearance of impropriety. Staff are prohibited from engaging in the following conduct towards students:

1. Abuse (physical, sexual, verbal, or mental, as defined above);
2. Bullying, cyberbullying, harassment (including sexual harassment), or hazing;
3. Discrimination based on race, ethnicity, gender, sexual orientation, religion (or lack of religious affiliation or belief), or disability;
4. Boundary violations;
5. Allowing students in their homes for a school-related social activity without prior written permission of the principal;

6. Dating or any type of romantic or sexual relationship;
7. Requests for sexual activity or sexually suggestive comments; or
8. Touching a student in a way that makes a reasonably objective student feel uncomfortable.

Utah Admin. Rules R277-517-3(2) (January 10, 2017)

Utah Admin. Rules R277-515-2(1) (December 1, 2017)

The foregoing prohibitions apply to staff interaction with any student presently enrolled in the District and to staff interaction with any student who was enrolled in the District within the time period two (2) years before the conduct in question.

Flaskamp v. Dearborn Public Schools, 385 F.3d 935, 944 (6th Cir. 2004).

The District recognizes that in circumstances where a staff member and a student have a relationship which is independent of and does not arise out of the school context, interactions which would be a boundary violation in the absence of that independent relationship may not constitute a boundary violation. (Examples of such independent relationships include where the staff member and student are family members or otherwise closely related or where the staff member and student are both affiliated with a non-school organization and the interaction relates to or arises out of that relationship.) The other prohibitions listed above apply regardless of the existence of an independent, non-school relationship.

Violation of any of the prohibitions of this policy is grounds for employee disciplinary action up to and including termination of employment and for action up to and including termination of the District's relationship with a contractor or volunteer.

Reporting Requirements

Staff members are required to promptly report any suspected incidents of abuse (physical, verbal, sexual, or mental) or neglect, including suspected incidents of child abuse as provided in Policy 3.0740. Staff members are also required to report incidents of student prohibited acts under Policy 2.0300, which includes hazing and demeaning or assaultive behavior). Staff members shall also report incidents of bullying, cyberbullying, and harassment.

Utah Admin. Rules R277-517-3(2)(j)(i) (January 10, 2017)

Staff members are also required to report any instance of violation of this Code of Conduct policy, including but not limited to instances of sexual harassment as provided by Policy 3.0150. If a staff member becomes aware that a student has initiated any interaction with a staff member which would be improper or inappropriately familiar, the staff member must promptly document and report that incident.

Utah Admin. Rules R277-517-3(4)(a) (January 10, 2017)

Staff members should report any instances where the staff member knows or has reason to believe that a staff member holding a Utah educator or administrative license has violated the Utah Educator Standards.

Utah Admin. Rules R277-517-3(4)(b) (January 10, 2017)

Reporting Procedures

Reports required under this Code of Conduct shall be made as follows: Reports regarding child abuse or neglect shall be made according to Policy 3.0740. Reports regarding sexual harassment shall be made according to Policy 3.0150. Reports of student prohibited conduct shall be made according to Policy 2.0300. Other reports required by this Code of Conduct shall be made to the staff member's immediate supervisor or the building principal. However, if the person who would receive the report is the person whose conduct is in question, the report will be made instead to that person's supervisor.

Training

Each staff member must, at least every other year, read and sign Policy 3.0740 (regarding reporting of suspected child abuse) and any other policies relating to identifying or documenting child abuse.

Utah Admin. Rule R277-517-3(2)(j)(ii) (January 10, 2017)

Each staff member who is either an employee or a contractor must, at least every other year, attend sexual abuse prevention training as provided for under Policy 3.0740.

Utah Admin. Rule R277-517-3(2)(j)(iii) (January 10, 2017)

Utah Code § 53G-9-207 (2018)

Each staff member who holds a Utah educator or administrative license shall become and remain familiar with the professional standards set forth in Utah Administrative Rule R277-515.

Utah Admin. Rule R277-515-3(2) (December 1, 2017)

Public Notice of Code of Conduct

This policy shall be posted on the District's web site.

Utah Admin. Rule R277-517-3(3) (January 10, 2017)

**3.114.00 CONTRACT AND NONCONTRACT EMPLOYMENT:
PROVISIONAL/CONTINUING/PROBATIONARY CONTRACTS**

3.114.0 *PROFESSIONAL PERSONNEL*

The Board shall employ professional personnel by a written contract that sets forth the terms and conditions of employment. The length or term of the contract shall not exceed five years. All such contracts shall be in writing, and shall embody the terms and conditions of employment. Nothing in the terms of the contract shall restrict the power 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.

The Board shall insure that each employment contract contains a disclosure stating whether the School District participates in the Risk Management Fund as provided under § 63A-4-204 UCA.

Utah Code Ann. 53G-11-202

3.114.0 *PROPERTY INTEREST*

A contract of employment with the District creates a property interest in the position only for the period of time stated in the contract. Such a contract creates no property interest of any kind beyond the period of time stated in the contract. However, such a property interest during the term of the contract does not create an expectation of continuing employment beyond the term stated in the written contract.

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

3.114.0 *TEACHERS*

Each teacher hereafter employed by the District shall be employed under and shall receive a contract that is either a “provisional educator contract,” “probationary contract” or a “career educator continuing contract.” All such contracts shall be in writing, and shall embody the terms and conditions of employment.

Utah Code Ann. § 53G-11-102

3.114.0 *PROVISIONAL EMPLOYEES*

Persons employed by the District less than three (3) consecutive successful years in the Duchesne County School District are provisional employees without expectation of continued employment beyond the end of the current contract term. A provisional employee is not employed for a succeeding contract term unless otherwise notified in writing by the Board or its authorized agent.

A provisional employee must work for the Duchesne County School District on at least a half-time basis for three consecutive years to obtain career status. An employee who obtains career status has an expectation of continuing employment. The Duchesne County School District may extend the provisional status of an employee for up to two consecutive years by giving notice of such an extension of provisional status at least 30 prior to the end of the current contract term.

Utah Code Ann. § 53G-11-503(1)(2018)

If an employee accepts a position that substantially differs from a position in which the employee achieved career status, the employee shall be a provisional employee for one year after change of positions.

Utah Code Ann. § 53G-11-503(2)

Not having an expectation of continued employment in a subsequent contract term, a provisional employee does not have a right to a hearing before the Board to complain of the failure of the Board to offer a subsequent contract. The Superintendent of schools and the Board of Education each have the discretion to extend the provisional status of an employee for up to two (2) years.

3.114.0 *CONTINUING CONTRACT*

Any teacher employed by the District who is performing the third year, or where permitted, a fourth or fifth consecutive year of service with the District under probationary contract, and who is elected to employment by the Board for the succeeding year, shall be notified in writing of the election to offer career educator continuing contract status, and such teacher shall within thirty days after such notification file with the Board written acceptance of the continuing contract. Failure of the teacher to accept the contract within such thirty-day period shall be considered a refusal on the part of the teacher to accept the contract.

3.114.0 *PROBATIONARY CONTRACT*

Any teacher who is employed by the school district who, under local school board policy, has been advised by the District that the teacher's performance as an educator is inadequate may be offered a probationary contract. The probationary contract shall be for one school year; at the end of the probationary period the employment of the teacher shall be terminated, placed on another year of probation, or the teacher shall be employed under a continuing contract. If the employee who is on probation or remediation is transferred to another assignment, the probationary status shall continue until all provisions of probation have been completed.

Utah Code Ann. § 53G-11-503(3)(2018)

3.114.0 *STATUS UNDER CONTINUING CONTRACT*

Unless a contract classified employee is otherwise notified in accordance with Board policy, the contract classified employee shall automatically be considered for the next contract term at the salary indicated by the applicable salary schedule. This Section does not affect the District's right to terminate any employee during the contract term for cause.

Utah Code Ann. § 53G-11-513

3.114.0 *VALID LICENSE*

An instructional employee who does not hold a valid license or letter of authorization shall not be paid for teaching or work done before the effective date of a valid license or letter of authorization.

Utah Code Ann. § 53E-6-103

3.114.0 *MINIMUM WAGE*

Employees not exempt under the Fair Labor Standards Act shall be paid at least minimum wage and receive compensation for overtime under the conditions specified in the Act. Education, including teaching, administration, and supervisory services, is a profession.

Utah Code Ann § 53E-6-802

3.114.1 *TEMPORARY CONTRACTS*

An employee who is given an extra-duty assignment in addition to a primary assignment, such as e.g., coach or activity supervisor, is a temporary employee in such extra-duty assignments and shall not acquire career status beyond the primary status.

Utah Code Ann. § 53G-11-503(4)(2018)

3.114.1 *REMUNERATION*

As consideration for the performance of services by the individual educator pursuant to the terms of this agreement and of his/her individual contract, the District agrees to pay to him/her the salary applicable to the category into which said educator falls pursuant to the salary schedule adopted as effective for the year of the employment by the District and the association. The educator's individual contract may be changed or rewritten if the information pursuant to the salary schedule is not filed or if it is found that information on file in the School District Office, used to compute the salary of his/her contract is in error or inaccurate.

Annual salary shall be payable in twelve (12) installments payable on or before the 20th day of each calendar month, beginning with September 20th, and continuing each month thereafter until fully paid.

Twelve (12) month employees will be paid on the 20th of each month.

3.114.1 *NEGOTIATIONS*

The Board recognizes the importance of an orderly process to arrive at settlements with employee groups. The Board, therefore, accepts, as policy, the responsibility of conducting good faith negotiations with employee groups to the extent provided by Utah Law.

3.114.1 *CONTRACTS*

1. The Board delegates to the Superintendent the responsibility of executing the adopted policies of the Board and holds him/her accountable for recommending the most competent personnel from available sources. All professional personnel in the District will be awarded contracts and employed upon the recommendation of the Superintendent and upon approval of the Board.
2. Contracts are by and between the teacher and the Board. No teacher is permitted to terminate a contract without the mutual consent of the Board. In the event the educator finds it necessary to

be released from his/her contract, the board reserves the right to impose a financial penalty of \$200.00.

3. Professional personnel shall file with the business administrator certification issued by the state of Utah and a transcript of college credits and arrange for authorization where needed. Such items must be on file prior to employment.
4. New personnel are employed on a probationary contract for a three (3) year period.
 - a. When approved by the supervisory and administrative staffs and the Board, they then may be employed for an extended period as provided by the Board.
 - b. Teachers who show inability to render the quality of service commensurate with the standards desired for the District are not recommended for re-employment and are notified by March 1st of the current school year.
5. A contract made between the Board and a teacher is binding on both parties, legally and ethically.
6. Request for release of contract should be submitted to the Superintendent and each case shall be considered on its own merit
7. Release requests should be submitted at least thirty (30) days prior to the date the teacher wishes to be released.

3.115.00 SALARY GUIDELINES

3.115.0 *MULTI-ASSIGNMENT POLICY*

It is the intent/purpose of the Board that non-certificated employees be hired to work no more than eight (8) hours per day, forty (40) hours per week. Administrators, supervisors and directors are expected to adhere to this policy in budgeting and planning for the various programs or departments in the District and hire personnel accordingly.

3.115.0 *SUBSTITUTES*

Certificated Employees Substitutes: Whenever an individual substitutes for one teacher for ten (10) or more consecutive days, said individual will be paid an additional \$10.00 per day, after the tenth (10th) consecutive day.

Classified/Support Personnel Substitutes: Whenever an individual substitutes for the same Classified/Support Services Employee for twenty (20) or more consecutive days, said individual will be paid at the beginning rate, from the Classified Employee Salary Schedule, of the person for which s/he is substituting (Bus Driver, Custodian, etc.) instead of the regular substitute rate of pay. This is to be retroactive to the first substitute day once the 20th day has been worked.

3.115.0 *DOUBLE PAY*

The District prohibits any employee from receiving “double pay” while in the employ of Duchesne County School District during contract hours. This includes such activities as, but not limited to: per diem beyond expenses while working county, state and/or federal projects; gainful employment; chaperoning groups other than at school sponsored activities.

3.115.0 *OVERTIME POLICY*

Any overtime worked by non-certificated employees of the District must be approved in writing by the Superintendent through the employee’s immediate supervisor. Overtime is discouraged except in cases of emergency. Unapproved overtime is not allowed and employees working unauthorized overtime will be subject to disciplinary action.

All supervisory personnel are to insure that non-certificated employees do not work (as defined in the Federal Labor Standards Act (FLSA)) “suffered or permitted to work” extra time; also, to insure that employees are not reporting contracted time to the District while maintaining a separate accounting of unapproved extra time worked.

In compliance with the (FLSA), approved overtime will be paid for at one and one-half (1-1/2) the regular pay rate (at straight time if under forty (40) hours per week).

3.115.0 *COMPENSATORY TIME*

The employee may take compensatory time in lieu of overtime pay. If the employee works over forty (40) hours s/he will be granted time and one half compensatory time.

The employee's immediate supervisor must approve compensatory time; also, compensatory time must be taken within one (1) month from the time the overtime was worked.

3.115.0 *HOMEBOUND INSTRUCTION*

Compensation for teaching homebound or hospitalized students, (and mileage for those students who live more than two (2) miles from school), shall be paid according to rates/amounts established by the Board. All homebound projects must be cleared and approved in writing before they go into effect. The Superintendent's signature is required for approval of any project.

**3.116.00 CONTRACT AND NONCONTRACT EMPLOYMENT: NO
IMPLIED CONTRACT RIGHTS**

3.116.0 *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 immediate school year unless expressly stated otherwise in these policies or in state law. All employees not expressly granted an expectation of employment with the school district will be classified as at-will employees.

3.117.00 SICK LEAVE BANK POLICY

SICK LEAVE BANK POLICY

The intent of the sick leave bank is to provide a bridge of the elimination period for long-term disability and to provide an employee additional sick leave when a catastrophic illness or disability occurs that requires extended hospitalization/ treatment or home confinement of the employee. An employee expecting to be disabled longer than the elimination period for long-term disability shall file a long-term disability claim as soon as possible. Sick leave bank days shall not be used to extend the elimination period.

Employees who wish to join the sick leave bank will contribute two days sick leave in their first year membership and one (1) day the second year. The bank will accumulate 1,000 days. No more days will be added to the bank until the bank is depleted to 500 days, except for those days donated by new members. If the bank is depleted to 500 days, all members will donate one (1) day per year until the bank is back to 1,000 days. New employees who wish to join the sick leave bank must do so within fifteen (15) days of their beginning date of employment. Open enrollment for any new employee will be fifteen (15) days after that individual is employed. Each employee will be requested to sign a form either accepting or rejecting membership in the sick leave bank within their first fifteen (15) working days after the beginning of the employees' contract. Dropping of membership will not entitle the employee to previously donated days.

All accrued leave (sick, personal, vacation) must be used before the school employee is eligible to receive the days from the bank. Cancellation from the bank by a member must be received in writing by the Superintendent no later than September 15. Contributions to the sick leave bank are not refundable.

A request for using sick leave from the bank must be submitted on the proper form to the sick leave bank committee. Maximum withdrawal from the bank is the lesser of sixty (60) workdays per year or sixty (60) workdays per long-term disability claim, to be reviewed each fifteen (15) days. Teachers who expect to return to work, continue to provide lesson plans for a substitute, and do not need all sixty days for the elimination period, may use remaining sick bank days to supplement disability for 20% of their wages. Additional days must be requested by submitting a new application to the sick leave bank committee.

An employee who withdraws sick leave from the bank will not be required to pay back those days except as a regular contributing member to the bank.

The sick bank committee shall be the benefits committee. The sick bank committee will consider granting leave based upon a doctor's verification of illness or injury. The sick bank committee may, in their discretion, ask a member requesting and/or receiving benefits to provide the committee with verification from a physician on the District's approved health plan, as to proof of catastrophic illness or disability. The committee will determine that the employee is in a catastrophic situation and whether the individual has committed any violations of the sick leave policy.

A majority vote of the members of the Sick Bank committee is necessary to approve an application for benefits.

All applicable sections will be pro-rated for part-time employees.

Should it be determined that a member is drawing sick bank days fraudulently, he/she shall be required to repay all fraudulently obtained funds and membership from the sick bank shall be terminated. After a period of three (3) years, the committee may approve readmission to the sick bank for an employee who obtained days from the sick bank fraudulently.

Employees applying for days from the sick bank due to a work-related injury must complete a Worker's Compensation application and will not be able to draw days from the sick bank. Employees receiving benefits must be under the continual care of a physician and/or psychiatrist.

LEAVES AND ABSENCES: CONTRACTED PERSONNEL

LEAVE POLICY

It is the professional responsibility of every contracted employee to use leave only for the purpose intended. Any proven misuse thereof would be considered unethical, unprofessional, in violation of the employee's contract and would constitute reason for deduction in pay at the daily rate of earnings for each of the days involved. Misuse could also constitute reason for and possible adverse employment action on the first or any succeeding violations. The employee shall (as the Board may require) furnish evidence for the necessity of being absent.

1.0111.01 *SICK LEAVE*

All contracted employees will receive 1.1 sick days per month until a maximum of ninety (90) days has been accumulated. Contracted employees who have more than ninety (90) days of unused/accumulated sick leave will be paid at the rate of substitute pay for each day of unused sick leave over ninety (90). The number of days to be paid will be determined three (3) weeks after the end of the current school year. Career employees who terminate employment with the District will not be paid for unused sick leave under any circumstance except upon retirement in the Utah State Retirement System, and after completing six (6) years within the District. Under these conditions an employee will receive one hundred percent (100%) of his/her unused sick leave as severance pay at the rate of substitute pay.

Employees are permitted to use sick leave for:

1. Personal illness
2. Death of an employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, parents-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, aunts, and uncles or significant other as approved by the building principal and/or the Superintendent.
3. For emergency situations involving employees spouse, children, parents, or parents-in-law for the following reasons:
 - a. Hospitalization
 - b. Serious illness
 - c. Medical treatment
 - d. Legal commitment (other than jury duty or guard duty) i.e. subpoenaed to court.

4. Contracted Employees may request up to twenty (20) days additional sick leave for newborn baby care. All accrued personal days must be used before this leave can be granted. Accrued sick leave may be saved for future needs. All costs incurred by this leave will be paid by the employee through an actual substitute cost reduction in salary.

1.0111.02 *FAMILY LEAVE*

The District will allow leave for eligible employees as defined in the Family Medical Leave Act (FMLA) of 1993.

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

1.0111.03 *REASONS FOR TAKING FAMILY LEAVE*

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

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

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

1.0111.04 *ADVANCE NOTICE MEDICAL CERTIFICATION*

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable”. An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

1.0111.05 *JOB BENEFITS AND PROTECTION*

Issue Date: 9/12/96

1. For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.”
2. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

3. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

1.0111.06 *UNLAWFUL ACTS BY EMPLOYERS*

FMLA makes it unlawful for any employer to:

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

1.0111.07 *ENFORCEMENT*

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

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

1.0111.08 *ADDITIONAL INFORMATION*

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

1.0111.09 *PERSONAL LEAVE*

An employee is allowed up to three (3) days personal leave, the first two (2) days at no deduct and the balance at substitute deduct (at lowest level substitute rate). When personal leave is used, it is not subtracted from the ten (10) day annual sick leave allotment. If the no-deduct days are not used during the year, they are paid at the end of the school year at substitute rate.

Personal leave cannot be taken during the first or last week of school, or the day before or after a school holiday, except in cases of extreme emergency (must be approved by principal). No more than ten percent (10%) or next whole number, of a school staff may use personal leave before or after a school holiday.

Although personal leave is not accumulative, two days of personal leave, if not taken, may be carried forward to the next school year. Each employee is limited to a maximum of five (5) days personal leave per year. Employees with 15 years in the District are allowed three (3) of these five at no deduct; those with 20 years are allowed up to five at no deduct if carried forward.

1.0111.10 *PROFESSIONAL LEAVE*

This leave is granted only on written request on forms provided and approved by the Superintendent for in-state travel and approved by the Board for out-of-state travel. This is not subtracted from the ten (10) day allotment.

1. Attendance at professional conferences on State and national levels.
2. Visitation of model schools.
3. Evaluation team participation.
4. Special workshops on clinics as specified by the District Supervisors after proper clearance.

1.0111.11 *MILITARY LEAVE*

Employees who are members of Reserve Units of the United States Army, Navy, Air Force or Marines are allowed full pay for time spent at annual camps, rifle competition or other duties connected with training/instruction requirements, which may not exceed fifteen (15) days annually. This leave is in addition to all other appropriate leave.

1.0111.12 *LEAVE OF ABSENCE*

Employees with at least three (3) years continuous employment in the District, immediately preceding leave request, may apply to the Board for a leave of absence from their present position for a period of time not to exceed one (1) year.

Upon returning to employment said employees must notify the District of their intentions in writing, by March 15, prior to the school year that they are planning to return as an employee for the District. The District will guarantee employment of said person as near to the previous employment position as possible and at no reduction in pay, hours or benefits.

1.0111.13 *PART TIME EMPLOYEES*

Less than full time employees accumulate sick leave proportionate to the number of hours they work daily.

1.0111.14 *SABBATICAL LEAVE PROGRAM FOR CERTIFICATED EMPLOYEES*

Designated to reward professional performance and encourage independent research and achievements, the Board adopts the policy of sabbatical leave for teachers to be granted for approved scholarly work programs (carried on in an academic institution) subject to the following conditions:

1. In any year, at least one (1) member of the professional staff will be given the opportunity for sabbatical leave. The Board has final approval of who may take such leave and limit the number of applicants.
2. Request for sabbatical leave must be received by the Superintendent in writing no later than February 1st of the year preceding the school year in which the leave is

requested. Notification of acceptance or denial of leave request shall be made to the applicant by March 15.

3. The teacher applicant must have completed three (3) consecutive full school years of service in the District.
4. Persons receiving sabbatical leave must return to the District for at least three (3) years following the leave or may be required to reimburse the District for the total amount received from the leave together with interest at the current rate. Students will not take less than the minimum courses recommended by their advisors. The registrant shall assume responsibility for having this verified by the Registrar to the District.
5. Upon returning to the District, the teacher's salary schedule shall be determined by:
 - a. Their level of experience preceding sabbatical leave.
 - b. The total hours accumulated upon completion of sabbatical leave program.

1.0111.15 *PRINCIPAL REVIEW*

The principal shall review the leave policy with the entire staff during the first month of school. It is an administrative responsibility to see that the policy is followed and exceptions shall not be made for certain individuals.

Educators shall plan their work and provide lesson plans so that their work will progress normally whenever they themselves must be absent from school.

1.0111.16 *VACATION LEAVE*

Employees who are contracted for 260 days (8 hours per day) are eligible for vacation leave, which includes fifteen (15) paid holidays annually. New employees accrue 1 day per month, those who have been with Duchesne School District for five (5) years, accumulative, will accrue 1.25 days per month. At the start of the sixteenth (16th) year the rate shall be 1.5 days per month, at the start of the twenty first (21st) year the accumulation shall be 1.75 days per month, and at the start of the twenty sixth (26th) year the rate shall be 2 days per month. Days accumulated in excess of 18 months of the monthly accruals are forfeited.

An employee shall request leave on the appropriate form and the request must be signed and approved by the employee's supervisor and by the administrator before the leave is taken.

An employee shall be employed three (3) months before using any leave from his/her account. Unless approved by the employee's supervisor, he/she cannot use more than ten (10) days at a given time. If a paid holiday falls within the annual leave period, it is treated as a holiday and not charged against annual leave. At the time of termination, or retirement, unused vacation time will be paid to the employee according to his/her final rate of pay.

No leave may be taken one (1) week prior to the beginning of the school year or one (1) week after the end of the school year except in the case of an emergency and with immediate supervisor approval.

1.0111.17 *EMPLOYEE ASSOCIATIONS AND LEAVE*

Definitions

Employment Association

Is an association that negotiates employee salaries, benefits, contracts, or other conditions of employment or performs union duties.

Association Leave

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

Prohibited Paid Leave

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

1. The duty performed by the employee on paid association leave will directly benefit the school district, including representing the District's licensed educators; and does not:
 - a. include political activity including advocating for or against a candidate for public office in a partisan or nonpartisan election;
 - b. solicit a contribution for a political action committee, a political issues committee, a political party, or a candidate as defined by Utah Code § 20A-11-101; or
 - c. initiate, draft, solicit signatures for or advocate for or against a ballot proposition as defined by Utah Code § 20A-1-102.
1. On a board or committee, such as the District's foundation, a curriculum development board, insurance committee, or catastrophic leave committee;
2. At a school district leadership meeting; or D. At a workshop or meeting conducted by the District's Board of Education.

District Reimbursement

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

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

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

3.118.00 COMPENSATION AND BENEFITS: RETIREMENT

3.118.0 *RETIREMENT PROGRAMS*

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

Utah Code Ann. § 49-12-103

Utah Code Ann. § 49-12-203

3.118.0 *SOCIAL SECURITY*

Every District employee is also covered by the Federal Social Security System.

3.118.0 *GUIDELINES FOR ADMINISTRATION OF RETIREMENT POLICY*

The accounting department shall notify employees of their approaching retirement before the issuance of the contract covering their last year of service. This notification shall state that it is the expectation of the Board that they be retired at the end of the designated contract year.

District employees qualifying for the early retirement provisions of the Utah State Retirement Act, upon appropriate notification of the District, shall be allowed to retire at the end of the year covered by the contract.

A request for early retirement may be initiated by the employee or by the Administration.

The accounting department shall provide assistance to retiring District employees in making written application for retirement benefits to the retirement office.

Educators who terminate within the first six (6) years of employment will not be paid for unused sick leave under any circumstances. Upon retirement from the Utah State Retirement System, after completing six years or more with the District, an educator will receive one hundred percent (100%) of his/her unused leave as severance pay at the rate of substitute teacher's pay.

EARLY RETIREMENT INCENTIVES

As reward for faithful, honorable and professional services any contract employee of the Duchesne County School District who has attained the age of sixty-one (61), sixty-two (62), sixty-three (63), or sixty-four (64) by September 1, or has twenty-five (25) years professional experience, and desires to retire early, will be allowed the following benefits:

1. The retiree will receive fifty percent (50%) of the difference between Step three (3) of the retiree's salary schedule (Step Three (3) Lane One for Teachers) and the Step (Step and Lane for Teachers) that they are on during the year that they qualify for early retirement. Early retirement entitlements will be paid until age sixty-five (65) for those retiring at age sixty-one (61), sixty-two (62), sixty-three (63), or sixty-four (64) years of age or not to exceed four (4) years.
2. Whenever a person retires during the contract year, his/her entitlement will be paid monthly commencing the month following the actual retirement date for the remainder of that contract year.

3. Those retiring at the end of the contract year will receive their entitlement commencing September 20th.
4. All payments will terminate upon the death of the retiree if death should occur at any point between actual early retirement and the end of the entitlement.
5. Eligibility is restricted to those professionals with a minimum ten (10) years of service with the District and who have reached age sixty-one (61), except those professionals with ten (10) years District experience under age sixty-one (61) who retire under the provision of the State Employee Retirement Act.
6. Employees with twenty-five (25) years of experience shall receive the benefits outlined in section 1 for the next consecutive four (4) year period.
7. The Board shall allow the early retiree to keep his/her group insurance in force at the time of retirement until age sixty-five (65) is reached, by paying the group premium to the District; this coverage is optional to the retiree and the fifty percent (50%) differential can be applied to this premium cost, first, but not to exceed the cost of a couple's coverage. The cost of the coverage will come out of the retiree's early incentive pay. This coverage is optional with the retiree. Educators who retire prior to age sixty-one (61) shall have the option to pay the group premium.
8. The purpose of this program is to help those who may desire to leave the profession earlier than age sixty-five (65). It is not intended nor can it be used in any way to become a cost factor to the District or for the retiree to receive more than fifty percent (50%) of the difference in item one (1) in benefits or salary differential.
9. Employees who otherwise would qualify for benefits under this policy but are involved in adverse employment action are not eligible to apply for benefits under early retirement incentives. Adverse employment includes but is not limited to: remediation, probation, under investigation, suspension, termination proceedings, or termination.
10. Licensed employees requesting early retirement must notify the district in writing by March 1 of their intent to retire at the close of the current school year.

3.119.00 REEMPLOYMENT OF RETIRED EMPLOYEES

3.119.0 GUIDELINES

1. If any state or District employee retires and is later employed in the District, the District Personnel Director shall immediately notify the executive director of the state Retirement Board.

§ 49-11-505(1) (a) (i)

2. An employee who is reinstated as an active member of the retirement plan shall be credited with service credits standing to the employee's account at the time of first retirement and from that time shall be treated as a member of the retirement plan in all respects, including accrual of additional service credits but subject to recalculation of the retirement allowance.
3. If a previously retired District employee is reemployed on a part-time basis, twenty (20) hours or less for purposes of retirement credit, then that employee may earn, without penalty, compensation from that employment which is not in excess of the exempt earnings permitted by Social Security.

§ 49-11-505(1) (b) (i)

4. If an employee receives compensation in the calendar year in excess of the Social Security limitation, then twenty-five percent (25%) of the retirement allowance shall be suspended during the remainder of the calendar year.
5. The District personnel director shall maintain an accurate record of gross earnings in employment after the retirement of all reemployed employees shall report earnings on a monthly basis to the retirement office, shall notify the executive director of the State Retirement Board in writing of any post-retirement earnings and whether those earnings equal or exceed the exempt earnings.

§ 49-11-515(2)

6. Any employee, who has been reinstated to active service after a prior retirement and then retires, shall have retirement allowances calculated on the following:
 - a. The formula in effect at the date of the member's original retirement for all services prior to that date; and
 - b. The formula in effect at the date of the subsequent retirement for all the services rendered between the first and the subsequent retirements dates.

§ 49-11-505(3)

7. An employee who has retired from a state position other than the District and who returns to work at the District, may not accrue any additional service credit unless the retirement allowance is cancelled.
8. An employee who has retired from the District and whom returns to work at the District will return as a "Provisional Employee" as defined in section DM page D96, "Provisional Employee."

3.120.00 GRIEVANCE PROCEDURES

The Board of Education recognizes employees are entitled to speak freely on matters of public concern. However, matters involving internal affairs should be handled following the grievance procedures outlined in this policy.

Employees shall not exert pressure upon the Principal, the District Director, the Superintendent of Schools, or the Local School Board by soliciting support from individuals or groups. The sharing of personal grievances with the public or students will be grounds for dismissal. In the event that some difficulty or grievance arises that cannot be settled between the parties directly concerned, this policy sets forth the procedures to be followed.

Definition: Grievance shall mean a complaint by an employee that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions contained in the DCSD Policy Handbook.

Procedure: It is the intent of the District to attempt to resolve all grievances promptly, informally and confidentially, at the lowest possible administrative level, in accordance with the following procedure:

Level One – Principal

Step 1 – Oral Grievance

- The employee with a grievance must first attempt to resolve it informally by discussing the issue with the principal within ten working days after the employee became aware of the act or condition upon which the grievance is based. The aggrieved person may have representation of their choice in this interview.
- The Principal shall have up to ten working days after thus learning of the grievance to consider the matter and give an answer orally to the employee.

Step 2 – Written Grievance

- If the grievance is not resolved informally in Step 1, the teacher may file the grievance with the principal in writing within ten working days after receiving the answer in Step 1. A failure to respond shall be deemed to be a denial.
- The written grievance shall:
 - Describe the nature of the grievance and the facts giving rise to it.
 - Note the provisions alleged to be violated, misinterpreted, or misapplied and the position of the teacher with respect to such provisions
 - Include a summary of the oral exchange between the aggrieved person and the principal in the written grievance
 - State the specific remedy requested to resolve the grievance
- The principal shall have up to ten working days after receiving the written grievance to investigate the matter, make a decision, and communicate the decision in writing to the aggrieved party.

Level Two – District Director

Step 1 – Appeal of Written Grievance to Appropriate District Director

- If no mutually agreeable settlement is reached in Level One Step 2, the employee may file the written grievance with the appropriate District Director within ten working days after receiving the answer in Level One Step 2, requesting that the Principal's decision be reviewed.

- Within ten days after receiving the written complaint, the appropriate District Director will hold an interview with the aggrieved person. A representative selected by the aggrieved person and the aggrieved person will be invited to attend the interview.
- The District Director will have up to ten working days after receiving the written grievance to investigate the matter, make a decision, and communicate the decision in writing to the employee.

Level Three – Superintendent

Step 1 – Appeal of Written Grievance to the Superintendent

- If no mutually agreeable settlement is reached in Level Two Step 1, the employee may file the written grievance with the Superintendent within ten working days after receiving the answer in Level Two Step 1, requesting that the District Director’s decision be reviewed.
- Within fifteen days after receiving the written complaint, the Superintendent will hold an interview with the aggrieved person. A representative selected by the aggrieved and the aggrieved person will be invited to attend the interview.
- If the aggrieved person is not satisfied with the decision of the Superintendent, the aggrieved person may appeal in writing for a formal hearing by the Local School Board.

Level 4 – School Board

Step 1 – Appeal of Written Grievance to the School Board

- The aggrieved person may present the complaint to the Local School Board in a formal hearing. After such a board hearing, the decision of the board will be final. In the event new evidence is made available, the Local School Board may reopen the case at the request of either party.

3.122.00 EMPLOYEE STANDARDS OF CONDUCT

3.122.0 BOARD DIRECTIVE

Employees of Duchesne County School District are expected to adhere to standards in grooming and dress which reflect a positive image to students and patrons and which are in keeping with a professional education system. The Board delegates to the District Administration the responsibility for establishing policy for employee appearance and attire.

3.122.0 ADMINISTRATIVE POLICY

Employee appearance and attire is the responsibility of the Administration and shall be administered according to the following administrative policy provisions:

1. Employees shall maintain standards of personal cleanliness which are conducive to good health and contribute to a pleasant working environment.
2. Employee shall be neatly groomed and dressed in clothing which is suited to the day's work or activity.
3. Employees shall dress in a manner befitting adults who serve as role models for students and will dress at or above the standards set forth for student dress (District Policy 5.0800.02).

3.122.0 ETHICS POLICY REGARDING PRIVATE BUT PUBLIC EDUCATION-RELATED ACTIVITIES

For purposes of this policy, the following definitions apply:

“Activity Sponsor” 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” Activities for students which are recognized or sanctioned by the school or District which may supplement or complement, but are not an official part of, its required program, or regular curriculum.

“Private but Public Education-Related Activities” Any type of activity for which the employee receives compensation and the principle clients are students at the school where the employee works. Such activities include but are not limited to:

1. Tutoring;
2. Lessons;
3. Clinics;
4. Camps; or
5. Travel Opportunities.

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

A District employee who participates in a private but public education-related activity shall ensure that his or her participation in the activity is separate and distinguishable from the employee's public employment. In relation to a private but public education-related activity, the employee may not:

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

Activities an Educator May Engage In

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

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

Advertising

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

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

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

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

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

Copies of Contracts Provided to District

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

states as follows:

“Written Verification by Employee”

I have provided to the principal of my school a signed copy of all contracts between myself and the private activity sponsor. 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 responsibilities to the activity sponsor are outside the scope of and unrelated to any public 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 comply with laws and rules of the state and District policies regarding my advertising and participation I agree to abide by all laws and rules of the State of Utah and School District policies.

Utah Admin. Code R277-107 (March 1, 2017)

3.122.0 *GIFT, COMPENSATION, OR LOAN ACCEPTANCE*

1. No District employee shall knowingly receive, accept, take, seek, or solicit, directly or indirectly, any gift, compensation, or loan for himself/herself or another if:
 - a. It tends to influence him in the discharge of his/her official duties; or
 - b. He/She recently has been, or is now, or in the near future may be involved in any governmental action directly affecting the donor or lender, unless a disclosure of the gift, compensation, or loan and other relevant information has been made in the manner provided in Section 67-16-6.
2. Subsection one (1) does not apply to the following:
 - a. An occasional non-pecuniary gift, having a value of not in excess of \$50.00.
 - b. An award publicly presented in recognition of public services;
 - c. Any bona fide loan made in the ordinary course of business by an institution authorized by the laws of this state or any other state to engage in making such loans; or
 - d. A political campaign contribution if the contribution is actually used in a political campaign of the recipient District employee.

3.122.0 *COMPENSATION FOR ASSISTANCE*

1. No District employee shall receive or agree to receive compensation for assisting any person or business entity in any transaction involving an agency unless the District employee filed with the head of his own agency, the head of the agency with which the transaction is being conducted, and with the state Attorney general a sworn written statement giving the following information:
 - a. The name and address of the District employee involved;
 - b. The name of the District employee’s agency;
 - c. The name and address of the person or business entity being or to be so assisted; and
 - d. 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.

2. The statement required to be filed under Subsection 1 shall be filed in writing ten (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. The statement is public information and shall be available for examination by the public.

3.122.0 *DISCLOSURE OF SUBSTANTIAL INTEREST*

1. Every District employee who is an officer, director, agent, employee, or the owner of a substantial interest, in any business entity which is subject to the regulation of the agency by which the officer or employee is employed, shall disclose any such position held and the precise nature and value of the District employee, and again whenever the District employee's position in the business entity changes significantly or if the value of his interest in the entity is significantly increased.
2. The disclosure required under Subsection 1 (one) shall be made in a sworn statement filed with:
 - a. The State Attorney General in the case of District employees of the state;
 - b. The chief governing body of the political subdivision in the case of District employees of a political subdivision;
 - c. The head of the agency with which the District employee is affiliated; and
 - d. In the case of a District employee, with the immediate supervisor of the District employee.
3. This section does not apply to instance where the total value of the interest does not exceed \$2,000.00. Life insurance policies and annuities shall not be considered in determining the value of any such interest.
4. Disclosures made under this section are public information and shall be available for examination by the public.

3.122.0 *TRANSPORTATION PARTICIPATION*

1. No District employee shall participate in his official capacity or receive compensation in respect to any transaction between the state or any of its agencies and any business entity as to which such District employee is also an officer, director, or employee or owns a substantial interest, unless disclosure has been made as provided under Subsection 1 above.
2. A concession contract between an agency, political subdivision or the state and a certified professional golf association member who is a public employee or officer does not violate the provisions of Subsection 1.

3.122.0 *CONFLICT OF INTEREST*

No District employee shall have personal investments in any business entity which will create a substantial conflict between his private interests and his public duties.

3.122.0 *VIOLATION PENALTIES*

In addition to any penalty contained in any other provision of law, any public officer or public

employee who knowingly and intentionally violates this section, shall be dismissed from employment or removed from office as provided by law, rule, or policy within the agency; and shall be punished as follows:

1. As a felony of the second degree if the total value of the compensation, conflict of interest, or assistance exceeds \$1,000.00;
2. As a felony of the third degree if:
 - a. The total value of the compensation, conflict of interest, or assistance is more than \$250.00 but more than \$1,000.00; or
 - b. The public officer or public employee has been twice before convicted of violation of this chapter and the value of the conflict of interest, compensation, or assistance was \$250.00 or less;
3. As a class A misdemeanor if the value of the compensation or assistance was more than \$100.00 but does not exceed \$250.00, or
4. As a class B misdemeanor if the value of the compensation or assistance was \$100.00 or less.

3.122.1 *UNETHICAL TRANSACTIONS*

If any transaction is entered into in violation of the sections above, the state, political subdivision, or agency involved,

1. Shall dismiss the District employee who knowingly and intentionally violates this section from employment or office as provided by law; and
2. May rescind or void any contract or subcontract entered into in respect to such transaction without returning any part of the consideration that the state, political subdivision or agency has received.

3.122.1 *EMPLOYEE LIABILITY*

A professional school employee or student teacher is not personally liable for acts done within the scope of employment that involve the exercise of judgment or discretion, except in circumstances where, in disciplining a student, the employee uses excessive force or where liability is created by law.

Restatement (Second) of Torts 147 (2)
Ingraham v. Wright, 430 U.S. 651 (1977)
Simms v. School Dist. No. 1, Multnomah County, 508 P.2d 236 (Or. 1973)
LaFrents v. Gallagher, 462 P.2d 804 (Ariz. 1970)

3.122.1 *SMOKING ON SCHOOL PREMISES*

Smoking is prohibited within primary or secondary school buildings.

3.122.1 *HAZING*

No District employee may knowingly permit or participate in an activity which would constitute “hazing” under the *Utah Code Annotated § 76-5-107.5*. A school employee who has reasonable cause to believe that hazing has occurred, is occurring, or will occur, shall report that fact to a law enforcement agency or official. No school employee who in good faith reports, or participates in the reporting of, an alleged hazing shall be subject to civil or criminal liability arising out of the report.

Utah Code Ann. § 76-5-107.5

3.122.1 *REPORTING*

A school employee with reasonable cause to believe that a student at the school has committed one or more of the following prohibited acts shall immediately report that fact to the school’s designated administrator:

1. Possession of, or drinking an alcoholic beverage on school premises or in those portions of a building, park or stadium which are being used for an activity sponsored by or through any part of the public education system;
2. Any of the acts prohibited under *Utah Code Ann. § 58-37-8*, pertaining to controlled substances; or
3. Any of the acts prohibited under *Utah Code Ann. § 58-37a-5*, relating to drug paraphernalia.

Utah Code Ann. § 53G-8-501

Utah Code Ann. § 53G-8-502

Utah Code Ann. § 53G-8-602

Utah Code Ann. § 58-37-8

Utah Code Ann. § 58-37a-5

Upon receiving a report of a prohibited act from a school employee, the designated administrator shall immediately report the information to the student’s parent or legal guardian, and may report the information to law enforcement agencies or official. The identity of the school administrator, who reported the prohibited act, shall not be disclosed to the student or the parent or legal guardian.

Utah Code Ann. § 53G-8-503

A school employee who in good faith reports a prohibited act in accordance with these provisions is immune from any civil or criminal liability resulting from that action.

Utah Code Ann. § 53G-8-503

3.122.1 *REPORT OF NEGLECT/ABUSE*

Any school employee who knows or reasonable believes that a child is being or has been neglected, or physically or sexually abused, shall immediately notify the nearest law enforcement agency or official or the office of the State Office of Family Services (OFS).

Utah Code Ann. § 62A-4a-403(1)(a)

School officials shall cooperate with OFS and law enforcement agency employees authorized to investigate charges of child abuse and neglect.

Utah Code Ann. § 62A-4a-409

Persons, who in good faith, making reports or participating in an investigation of alleged child abuse or neglect, are immune from any civil or criminal liability that otherwise might arise from those actions.

District policies shall ensure that the anonymity of those reporting or investigating child abuse or neglect is reserved in a manner as required by *Section 78 3b-13 (2)*.

3.122.1 *DISRUPTION OF SCHOOLS*

No District employee shall unreasonably disrupt or create an unreasonable and substantial disruption or risk of disrupting a class, activity, program and/or other school function.

Utah Code Ann. § 76-9-106

3.122.1 *CLASS ATTENDANCE*

All teachers shall be present in the classroom at any time when students are present in the classroom. A justification exists for leaving students unattended in a classroom only in cases of emergency such as injury to a student or personal emergency of the teacher. Any other absences from the classroom must be expressly approved by the principal or designee.

3.0700.18 CLASSIFIED EMPLOYEE MEAL PERIODS

Meal periods for classified employees are not work time and supervisors should ensure that they are completely relieved of duty during meal periods. Employees are encouraged to clock out during their meal period or they may take a thirty (30) minute automatic meal period. Employees shall accurately record time worked and any unavoidable work occurring during an automatically recorded meal period shall be reported to their supervisor within twenty-four hours to correct their time report.

3.123.00 EMPLOYEE STANDARDS OF CONDUCT: ASSIGNMENT

3.123.0 ASSIGNMENT

All public school personnel shall possess appropriate credentials for their current assignment.

Utah Admin Rule 277-510

Personnel who supervise certified personnel must possess the appropriate supervisor's or administrator's certificate.

3.123.0 CLASS ATTENDANCE

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

3.124.00 PROTECTED HEALTH INFORMATION PRIVACY

1. The District's Protected Health Information Privacy Policy is designed to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA restricts the District's ability to use and disclose protected health information.
2. The Board authorizes the Superintendent and District Administration to establish administrative regulations consistent with this policy.

ADMINISTRATIVE REGULATION DEFINITIONS

1. Protected health information (PHI): Information created or received by the Plan and related to the past, present, or future physical or mental health or condition of a participant and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.
2. Workforce: The District's workforce includes individuals who would be considered part of the workforce under HIPAA such as employees, volunteers, trainers, and other persons whose work performed is under the direct control of the District, whether or not they are paid by the District.
3. Employee: Includes all types of workers listed above.
4. Privacy Official: The Privacy Official will serve as the contact person for participants who have questions, concerns, or complaints about the privacy of their PHI.

REGULATION

1. Duchesne County School District (the District) self-administers a group health plan (the Plan). Members of the District's workforce have access to individually identifiable health information of Plan participants (1) on behalf of the Plan itself; or (2) on behalf of the District, for administrative functions of the Plan. Members of the District's workforce who have access to PHI must comply with this privacy policy. No third party rights, including, but not limited to, rights of Plan participants, beneficiaries, covered dependents or business associates, are intended to be covered by this policy. The District reserves the right to amend or change this policy at any time (and even retroactively) without notice.

PLAN'S RESPONSIBILITIES AS COVERED ENTITY

1. Privacy Official and Contact Person
 - 1.1 The director of Insurance Services shall be the Privacy Official for the Plan.
2. Workforce Training
 - 2.1 Employees with access to PHI will receive training on privacy policies and procedures. A training schedule will be developed so that all employees with access to PHI receive the training necessary and appropriate to permit them to carry out their functions within the Plan.
3. Technical and Physical Safeguards and Firewall
 - 3.1 Technical and physical safeguards to prevent PHI from intentionally or unintentionally being used or disclosed in violation of HIPAA's requirements will be implemented. Technical safeguards include limiting access to information by creating computer firewalls. Physical safeguards include locking doors or filing cabinets.
4. Privacy Notice

- 4.1 A privacy notice will be sent to Plan participants informing them that the District has access to PHI in connection with its plan administrative functions. The privacy notice will also inform them of the District's complaint procedures, the name and telephone number of the contact person, and the date of the notice.
5. The notice of privacy practices will be individually delivered to all participants no later than April 14, 2017, on an ongoing basis at the time of an individual's enrollment in the Plan or, in the case of providers, at the time of treatment and consent within sixty (60) days after a material change to the notice; and notice of availability of the privacy notice at least once every three years.
6. Complaints
 - 6.1 The director of Insurance Services will be the Plan's contact person for receiving complaints.
 - 6.2 The Privacy Official is responsible for creating a process for individuals to lodge complaints about the Plan's privacy procedures and for creating a system for handling such complaints. A copy of the complaint procedure shall be provided to any participant upon request.
7. Sanctions for Violations of Privacy Policy
 - 7.1 Sanctions for using or disclosing PHI in violation of this HIPAA privacy policy will be imposed in accordance with Orderly Termination Procedures up to and including termination.
8. Mitigation of Inadvertent Disclosures of Protected Health Information
 - 8.1 Any harmful effect due to an unauthorized disclosure of an individual PHI will be mitigated to the extent possible. If an employee becomes aware of a disclosure of protected health information, either by an employee of the Plan or an outside consultant/contractor, that is not in compliance with this policy, the Privacy Official shall be contacted so that the appropriate steps to mitigate the harm to the participant can be taken.
9. No Intimidating or Retaliatory Acts; No Waiver of HIPAA Privacy
 - 9.1 No intimidation, discrimination, or other retaliatory action will be taken against an individual for exercising their right to file a complaint, participate in an investigation, or oppose any improper practice under HIPAA.
 - 9.2 No individual shall be required to waive his or her privacy rights under HIPAA as a condition of treatment, payment, enrollment or eligibility.
10. Plan Document
 - 10.1 The Plan document shall include provisions to describe the permitted and required uses and disclosures of PHI administrative purposes.
 - 10.2 Specifically, the Plan document shall include provisions to describe the permitted and required uses and disclosures of PHI administrative purposes.
 - 10.2.1 Not use or further disclose PHI other than as permitted by the Plan documents or as required by law;
 - 10.2.2 Ensure that any agents or subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the District;
 - 10.2.3 Not use or disclose PHI for employment-related actions or in connection with any other employee benefit plan;

- 10.2.4 Report to the Privacy Official any use or disclosure of the information that is inconsistent with the permitted uses or disclosures;
- 10.2.5 Make PHI available to Plan participants, consider their amendments and, upon requests, provide them with an account of PHI disclosures;
- 10.2.6 Make the District's internal practices and records relating to the use and disclosure of PHI received from the Plan available to the Department of Health and Human Services (DHHS) upon request; and
- 10.2.7 If feasible, return or destroy all PHI received from the Plan that the District still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 10.2.8 The Plan document must also require the District to (1) certify to the Privacy Official that the Plan documents have been amended to include the above restrictions and that the District agrees to those restrictions; and (2) provide adequate firewalls.

11. Documentation

- 11.1 The privacy policies and procedures shall be documented and maintained for at least six years. Policies and procedures shall be changed as necessary or approximately to comply with changes in the law, standards, requirements, and implementation specifications (including changes and modifications in regulations).
- 11.2 The privacy policy shall be revised and made available if a change in law impacts the privacy notice. However, such change is effective only with respect to PHI created or received after the effective date of the notice.
- 11.3 Certain events and actions (including authorizations, requests for information, sanctions, and complaints) relating to an individual's privacy rights shall be documented in either written or electronic form. Documentation must be maintained for at least six years.

3.125.00 POLICIES IN USE AND DISCLOSURE OF PERSONAL HEALTH INFORMATION (“PHI”)

1. Use and Disclosure Defined: The District and the Plan will use and disclose PHI only as permitted under HIPAA. The terms “use” and “disclosure” are defined as follows:\

- 1.1 Use: The sharing, employment, application, utilization, examination, or analysis of individually identifiable health information by any person working for or within the Insurance Office of the District, or by a Business Associate of the Plan.
- 1.2 Disclosure: For information that is protected health information, disclosure means any release, transfer provision of access to, or divulging in any other manner of individually identifiable health information to persons not employed by or working with the Insurance Office of the District.

2. Workforce Must Comply with District’s Policy and Procedures

- 2.1 All employees with access to PHI must comply with this policy.

3. Access to PHI is Limited to Certain Employees:

The following employees have access to PHI:

- 3.1 Director of Insurance Services who performs functions directly on behalf of the group health plan.
- 3.2 Employees in the District Insurance Office who have access to PHI on behalf of the District for use while performing daily responsibilities.
- 3.3 These employees may use and disclose PHI for Plan administrative functions, and may disclose PHI to other employees with access to plan administrative functions. Employees with access may not disclose PHI to other employees unless an authorization is in place or the disclosure is otherwise in compliance with this policy.

4. Permitted Uses and Disclosures

- 4.1 Payment and Health Care Operations: PHI may be disclosed to other covered entity for the payment purposes of that covered entity.

Payment: Payment includes activities undertaken to obtain Plan contributions or to determine or fulfill the Plan’s responsibility for provision of benefits under the Plan, or to obtain or provide reimbursement for health care.

Payment also includes:

- 4.1.1 Eligibility and coverage determinations, including coordination or benefits and adjudication or subrogation of health benefit claims;
 - 4.1.2 Risk adjusting based on enrollee status and demographic characteristics; and
 - 4.1.3 Billing, claims management, collection activities, obtaining payment under a contract for reinsurance (including stop-loss insurance and excess loss insurance) and related health care data processing.
- 4.2 PHI may be disclosed for purposes of the Plan’s own health care operations. PHI may be disclosed to another covered entity for purposes of the other covered entity’s quality assessment and improvement, case management, or health care fraud and abuse detection programs, if the other covered entity has (or had) a

relationship with the participant and the PHI requested pertains to that relationship.

4.2.1 Health Care Operations: Health care operations means any of the following activities to the extent that they are related to Plan administration [need to tailor to Plan functions]:

4.2.1.1 Conducting quality assessment and improvement activities;

4.2.1.2 Reviewing health plan performance;

4.2.1.3 Underwriting and premium rating;

4.2.1.4 Conducting or arranging for medical review, legal services, and auditing functions;

4.2.1.5 Business planning and development; and

4.2.1.6 Business management and general administrative activities.

5. No Disclosure of PHI for Non-Health Plan Purposes:

5.1 PHI may not be used or disclosed for the payment or operations of the District's "non-health" benefits (e.g., disability, workers' compensations, life insurance, etc.), unless the participant has provided an authorization for such use or disclosure (as discussed in "Disclosures Pursuant to an Authorization") or such use or disclosure is required by applicable state law and particular requirements under HIPAA are met.

6. Mandatory Disclosures of PHI: to Individual and Department of Health & Human Services (DHHS): A particular PHI must be disclosed as required by HIPAA in two situations:

6.1 The disclosure is to the individual who is the subject of the information (see the policy for "Access to Protected Information and Request for Amendment" that follows).

6.2 The disclosure is made to DHHS for purposes of enforcing of HIPAA.

7. PHI may be disclosed in the following situations without a participant's authorization, when specific requirements are satisfied:

7.1 About victims of abuse, neglect, or domestic violence;

7.2 For judicial and administrative proceedings;

7.3 For law enforcement purposes;

7.4 For public health activities;

7.5 For health oversight activities about decedents;

7.6 For cadaveric organ, eye, or tissue donation purposes;

7.7 For certain limited research purposes;

7.8 To avert a serious threat to health or safety;

7.9 For specialized government functions; and

7.10 That related to workers' compensation programs.

8. Disclosures of PHI Pursuant to an Authorization

- 8.1 PHI may be disclosed for any purpose if the participant provides an authorization. All uses and disclosures made pursuant to a signed authorization must be consistent with the terms and conditions of the authorization.
9. Complying With the “Minimum-Necessary” Standard: When PHI is used or disclosed, the amount disclosed generally must be limited to the “minimum necessary” to accomplish the purpose of the use or disclosure
 - 9.1 The “minimum necessary” standard does not apply to any of the following:
 - 9.2 Uses or disclosures made to the individual;
 - 9.3 Uses or disclosures made pursuant to a valid authorization;
 - 9.4 Disclosures made to the Department of Labor (DOPL);
 - 9.5 Uses or disclosures required by law; and
 - 9.6 Uses or disclosures required to comply with HIPAA.
10. All other disclosures must be reviewed on an individual basis with the Privacy Official to ensure that the amount of information disclosed is the minimum necessary to accomplish the purposes of the disclosure.
11. Disclosures of PHI to Business Associates
 - 11.1 PHI may be disclosed to the Plan’s business associates and allow the Plan’s business associates to create or receive PHI on its behalf. However, prior to doing so, the Plan must first obtain assurances from the business associate that it will appropriately safeguard the information.
 - 11.1.1 Business Associate is an entity that:
 - 11.1.2 Performs or assists in performing a Plan function or activity involving the use and disclosure of protected health information, including claims processing or administration, data analysis, underwriting, etc.
 - 11.1.3 Provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial services, where the performance of such services involves giving the service provider access to PHI.
12. Disclosures of De-Identified Information
 - 12.1 The Plan may feely use and disclose de-identified information. De-identified information is health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

EMPLOYEE STANDARDS OF CONDUCT: EVALUATION OF CERTIFICATED PERSONNEL

EVALUATION

The District recognizes that the quality of education can be improved and enhanced by providing for systematic, fair and competent evaluation of public educators and remediation of those whose

performance is inadequate. The desired purposes of evaluation are to allow the educator and the District to promote the professional growth of the teacher, to identify and encourage teacher behaviors which contribute to student progress, to identify teachers according to their abilities and to improve the education system.

Utah Code § 53A-10-101 et seq

All teachers in the District will be evaluated using a valid and reliable evaluation program which includes a minimum of three (3) data sources.

EDUCATOR EVALUATION PROGRAM

The Duchesne County School District educator evaluation system framework shall include:

1. A plan for a reliable and valid evaluation program consistent with professional standards for both administration and teachers
2. Include a timeline for self-evaluation, goal setting, informal analysis, summative evaluation, teacher/administration conference/review, timeframe to include additional information and appeals
3. Orientation for educators on the evaluation instrument
4. Provide a process for conducting formative and summative evaluation procedures for both administrators and teachers
5. Defines multiple lines of evidence
6. Refines rater-reliability for all instruments used
7. Determines criteria for educator effectiveness
8. Provides descriptive levels of teacher/administration effectiveness
9. Highly effective; Effective; Emerging or Minimally Effective; Not effective
10. Establishes levels of support
11. Outlines due process and the procedures for appeals
12. Contains a process for policy review
13. Local board approved policy for teacher/administration evaluations

For purpose of this policy the following definitions apply:

Definitions

1. Board refers to Duchesne County School District Board of Education
2. Career Educator a licensed educator who has reasonable expectation of continued employment under the policies of the board

3. Educator is an individual employed by Duchesne County School District who is required to hold a professional license issued by the Utah State Board of Educations, except:
 - a. A superintendent and the business administrator, or
 - i. An individual who works few than 3 hours per day; or
 - ii. Is hired for less than half of the school year
4. Probationary Educator means an educator employed by the Duchesne County School District who, under board policy, has been advised by the district that the educator's performance is unsatisfactory.
5. Provisional Educator means an educator employed by the Duchesne County School District who has not achieved status as a career educator within the district.
6. School Administrator means an educator serving in a position that requires a Utah Educator License with an Administrative area of concentration and who supervises educators.
7. Effectiveness rating is an annual designation given to educators (highly effective; effective; emerging or minimally effective; or not effective) based on multiple lines of evidence such as self-evaluation, student and parent input, peer observation, supervisor observations, professional growth, student achievement, and other indicators of instructional improvement.
8. Formative Evaluation means evaluations that provide educators with feedback on how to improve their performance.
9. Plan of Assistance is a written document identifying a career educator's specific area(s) of unsatisfactory performance and detailing recommendations and strategies for improvement that includes:
 - a. Specific, measurable, and actionable deficiencies
 - b. Available resources that will be provided for improvement, including a mentor
 - c. A recommended course of action that will improve the career educator's performance
10. Summative Evaluations are evaluations that are used to make annual decisions or ratings of educator performance and may inform decisions on salary, confirmed employment, personnel assignments, transfers, or dismissals.
11. Unsatisfactory Performance means a deficiency in performing work tasks, which may be:
 - a. Due to insufficient or undeveloped skills, lack of knowledge or aptitude, poor attitude, or insufficient effort; and
 - b. Remediated through training, study, mentoring, practice or greater effort.

12. Valid and Reliable Measurement Tools means an instrument that has proved consistent over time and uses non-subjective criteria that require minimal interpretation.

Utah Code Ann. § 53A 8a-402(2012)

Formative and Summative Evaluation

Summative evaluations:

Will occur once every three years for non-provisional educators unless data or evidence indicates a need for more frequency. For all other teachers it will occur twice yearly until provisional status has been lifted. A three times a year interview process (August/September, January/February and April) will be used to gather data and to drive conversation to determine teacher effectiveness ratings.

Teachers:

1. Instructional Effectiveness – school administrators will conduct formal observations and walkthroughs to determine effectiveness of instruction using JPAS and district accepted protocols. Data from these protocols, combined with observation interviews, will result in an instructional effectiveness rating for each teacher in their summative year. (70%)
2. Student growth measure will be determined using PLC determined SLO's for all subjects and grades. (20%)
3. Stakeholder input – Parent and student surveys will be conducted yearly to provide feedback on school climate and satisfaction with teacher practices. Secondary teachers will survey two of six classes (selected by the teacher). (10%)
4. Surveys will be posted on school website yearly from February 1 to April 1. Student surveys at secondary level will be administered at end of first semester during the teachers' summative evaluation year.
5. Effectiveness rating will be based on a rubric that outlines levels of response to feedback and overall effective communication strategies with stakeholders.

Formative evaluations will occur during the first and second year of the educator's evaluation cycle.

1. District /school administrators will use Observer Tab Drop-Ins for walk through with teachers.
2. An interview protocol will be used throughout the three-year evaluation cycle to gather data in a formative way for teachers and administrators.
3. Student growth data and stakeholder input will be used all three years.
4. Summative ratings from formal and informal evaluations will be shared and discussed with teachers by May 1 and June 7 for administration each year.
5. District/school administrators will use Observer Tab Drop-Ins to evaluate all classified employees, utilizing the same interview and stakeholder protocols.

APPLICATION OF EVALUATIONS

All certified personnel, other than the Superintendent, will have periodic written evaluations. Such evaluations may be considered by the Board prior to any Board action concerning the individual's employment.

Evaluations of administrators and other non-teaching professional employees shall be based on a valid and reliable instrument and cumulative performance data gathered by supervisors throughout the year. Employees shall have at least one evaluation conference annually and may have as many as the supervisor deems necessary.

DOCUMENTATION

Reports, correspondence, and memoranda may be placed in each employee's personnel file, as necessary, to document performance.

EVALUATION: PROVISIONAL / PROBATIONARY EDUCATORS

Evaluations of provisional and probationary educators shall be conducted at least twice each school year.

Utah Code § 53A-10-104

3.126.00 REMEDIATION OF DEFICIENCIES

3.126.0 REMEDIATION OF DEFICIENCIES

A career or provisional employee whose evaluation reveals his/her performance to be seriously inadequate or to need substantial improvement will be placed on professional assistance first, with remediation, if necessary

3.126.0 PROFESSIONAL ASSISTANCE

Principals/supervisors shall use the professional assistance process before a career or provisional educator/employee is assigned to a remediation process.

The Professional Assistance process shall be conducted as follows:

1. Professional assistance shall be based upon identified deficiencies in the career employee's assignment. The principal/supervisor shall provide a written document that clearly identifies his/her deficiencies, the available resources for improvement and a recommended course of action that will improve the educators'/employees' performance.
2. The principal/supervisor shall inform the educator/employee by conference and in writing, using the Professional Assistance Form, concerning the reason (s) for Professional Assistance. Upon receipt of the signed form, the educator/employee shall be on Professional Assistance for up to thirty (30) classroom days. A copy of the Professional Assistance Form will be sent to the local employee's association if permission is given by the contract employee.
3. Professional assistance may be terminated by mutual consent during the thirty (30) classroom days or extended by mutual consent not to exceed sixty (60) classroom days.
4. The principal shall assist the educator/employee with professional assistance that includes but is not limited to: access to proper training, workshops, in-service, mentors, exemplary teaching demonstrations or visits to other programs.
5. The principal/supervisor and educator/employee shall meet at least three (3) times during the first thirty (30) days to discuss principal/supervisor observations and educator/employee's performance. Each time they meet, the Professional Assistance Form will be updated and a copy given to the educator/employee.
6. No part of the Professional Assistance Form shall be filed in an educator/employee personnel file.
7. At the end of thirty (30) classroom days, unless the professional assistance was terminated due to mutual consent, the principal/supervisor shall make the final decision regarding the results of the professional assistance. The principal/supervisor shall inform the educator/employee of the final decision by conference and give the educator/employee an updated version of the Professional Assistance Form.
8. The educator/employee remains responsible to improve his/her performance by using the resources identified and demonstrating acceptable levels of improvement in the designated areas of deficiencies.

3.126.0 *REMEDIATION COMMITTEE*

If a principal/supervisor determines that professional assistance has been unsuccessful with a career or provisional educator/employee, remediation shall be initiated. A remediation committee shall be established. The remediation committee shall be composed of three (3) members to be chosen in the following manner: (a) the educator/employee shall designate one member; (b) the principal or supervisor shall designate one member and (c) the two staff members so chosen shall then, together, designate a third member. The remediation committee shall provide a written document that clearly identifies his/her deficiencies, the available resources for improvement and a recommended course of action that will improve the educator/employee's performance. The educator/employee is responsible for improving his/her performance by using resources identified by the District or committee and must demonstrate acceptable levels of improvement in the designated areas of deficiencies.

The purpose of the three-member committee is to assist the administration and the staff member with the remediation process. This includes such areas as:

1. Identification and enumeration of areas of concern.
2. Ascertaining whether or not state administrative concerns of the staff member's performance are valid.
3. Hearing and weighing the staff member's response to administrative concerns.
4. Interacting with staff member and administration to establish a remedial program that is acceptable to all.
5. Providing periodic progress reports to the staff member and administration during the remediation process.
6. A final progress report to the staff member and administration concerning the effectiveness of the remediation progress. Specific recommendations may be included in the final report as to further actions.
7. The committee shall establish a time schedule for the remediation process.
8. The three-member committee has the authority to seek expert input.
9. Appoint a mentor to aid the educator/employee. The mentor shall not conduct evaluations of the educator/employee.

In all cases, the final decision as to the ultimate outcome of the remediation process rests with the principal/supervisor. This could include a number of courses of action, including: Notification to the staff member that total remediation has been effected, along with appropriate commendations; notification that partial remediation has occurred, along with recommendations of areas needing additional attention in the future; or notification of the failure of the remediation process. Failure to obtain acceptable levels of performance on evaluations constitutes ground to terminate an employee's employment for cause.

The educator/employee receiving the professional assistance will receive written notice at least sixty (60) days prior to the end of the contact year from his/her supervisor/principal.

This notice will include written evaluations and recommendations regarding the educator. The final evaluation shall contain only data previously considered and discussed with the individual educator/employee.

3.126.0 *DISCLAIMER*

Nothing in this policy shall be construed to require the District to comply with all or any part of the evaluation policy prior to termination of employment.

Nothing in this policy shall be construed to grant any employee an expectation of continued employment beyond the immediate contract term.

3.126.0 *TERMINATION OF CONTRACT FOR CAUSE*

As an alternative to proceeding directly with termination for cause, the District may in its discretion, warn the educator/employee that specified conduct places the educator/employee in danger of having his/her contract terminated for cause.

The District is not required, to place the educator/employee on probation for misconduct, which could be grounds for termination for cause as defined in the orderly termination policy, but may elect to do so.

As a further alternative to proceeding directly with termination for cause the District may elect to place the educator/employee on suspension, with or without pay.

At any time during the term of employment, the District may terminate an educator/employee for cause upon giving written notice by personal delivery or certified mail to the last known address stating the detailed reasons and evidence supporting such reasons, as defined by the orderly termination policy.

3.127.00 EMPLOYEE STANDARDS OF CONDUCT: REPORTING CHILD ABUSE

3.127.0 REPORTING OF CHILD ABUSE

Whenever any employee of the school district has reason to believe that a child has been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect or who observes a child being subjected to conditions or circumstances which would reasonably result in sexual abuse, physical abuse, or neglect, such person shall immediately notify the nearest peace officer, law enforcement agency or office of the division of Family Services within the Department of Social Services of the state of Utah (the "Division").

No teacher shall undertake an independent investigation unless requested to cooperate with the Division in such an investigation. Any employee of the school district, who is requested by the Office of Family Services (OFS) to do so, shall cooperate with the Division or law enforcement agency authorized to investigate charges of child abuse and neglect.

Where OFS requests to interview children during school hours, all school employees shall cooperate and permit such investigations where such an interview is reasonable necessary to the investigation as determined by OFS within the sound and reasonable discretion of the Division. School employees cooperating with OFS in such an investigation do not have any obligation to contact the parents of the child being interviewed prior to allowing such interview.

It is not necessary for a school employee to be present during interviews conducted by the Division during school hours. The employees who are involved in such investigation shall transfer to OFS the responsibility for the child, for notification of parents and for related duties by providing written notice of relinquishment of responsibility to the OFS or the relevant law enforcement agency involved.

The employee shall not disclose any information learned in connection with an investigation conducted by the Division, including requests by parents. The requirements of confidentiality provided in *Utah Code § 62A-4-513* must be followed and all communications regarding such confidential information shall be limited to those persons with whom the employees are required to cooperate, including solely the division, law enforcement, or supervisory school officials who have "both the right and the need to receive the information."

Persons, in good faith, who make reports or participating in an investigation of alleged child abuse or neglect, are immune from any civil or criminal liability that otherwise might arise from such actions.

The identity of those reporting or investigating child abuse or neglect shall be maintained strictly confidential in such a manner as to insure the anonymity of the persons making the initial report and any others involved in a subsequent investigation.

Utah Code Ann. § 62A-4a-401 et seq
Utah Code Ann. § 67-16-3(8)

3.128.00 SCHOOL EMPLOYEES SUGGESTIONS PROGRAM

3.128.0 *PURPOSE*

The Board hereby adopts and implements a program that provides District employees an opportunity to make anonymous suggestions to the Board to improve and promote education within the District.

Each principal, supervisor or director will provide in-service concerning anonymous suggestions to employees at the beginning of each school year.

3.128.0 *METHOD FOR MAKING SUGGESTIONS*

Each principal, supervisor or director shall receive all anonymous suggestions under this program from employees in a sealed envelope. The principal supervisor or his/her designee shall enter each suggestion into a log.

A log shall be created of all written suggestions made by employees to the Board identifying the name of the person making the recommendation and the nature of the recommended response.

3.128.0 *STATUS OF RECOMMENDATION*

The Board hereby classifies all entries into the employee suggestion log as “public” documents. At the regularly scheduled Board meetings the Board will then take appropriate action, if any.

3.128.0 *CONFIDENTIAL INFORMATION*

Log entries alleging inappropriate behaviors by individuals shall not provide any personally identifiable information. (Any suggestion containing personally identifiable information is hereby identified as “private”.)

3.128.0 *FILING WITH STATE BOARD*

The Board shall file a copy of its program and procedures with the State Board of Education and the legislature’s interim education committee.

3.129.00 ORDERLY SCHOOL TERMINATION FOR EMPLOYEES

3.129.0 DEFINITIONS

For purposes of this policy, the following definitions apply: “Career Employee”

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

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

Utah Code Ann. § 53G-11-501 (2018)

Utah Code Ann. § 53G-11-503 (2018)

“Provisional Employee”

Any certified employee who has not achieved career employee status is a “Provisional Employee.” A provisional employee is an employee, who works for the District on at least a half-time basis, hired on an individual, one-year contract and who is not a temporary employee. Provisional employees have no expectation of continued employment beyond the current one-year contract term. Provisional employees are employed at will and their employment can be terminated at the discretion of the Board of Education except that provisional employees can be discharged during the term of each contract only for cause. The District may extend the provisional status of an employee up to an additional two consecutive years by written notification to the provisional employee no later than 30 days before the end of the contract term of that individual.

Circumstances under which an employee's provisional status may be extended include: (1) less-than-perfect score on a performance evaluation; or (2) receipt of complaint(s) or expression(s) of concern from a parent, co-worker, or member of the community that creates uncertainty about the employee's professionalism, performance, or character; (3) declining student enrollment in the district or in a particular program or class; (4) the discontinuance or substantial reduction of a particular service or program; or (5) budgetary concerns.

Utah Code Ann. § 53G-11-501 (2018)

Utah Code Ann. § 53G-11-503 (2018)

“Classified Employees”

Classified Employees are all non-certified employees of the District. All classified employees are hereby designated as temporary employees who serve at will and have no expectation of continued employment.

“Temporary Employee”

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

Utah Code Ann. § 53G-11-501 (2018)

“Contracted Service Providers”

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

“Extra Duty Contracts”

An employee who is given extra duty assignments in addition to a primary assignment, such as a teacher who also serves as a coach or activity advisor, is a temporary employee in those extra duty assignments and may not acquire career status beyond the primary assignment. There are no rights to a due process hearing if a person is released from coaching or an extra duty position. A person may be released from a coaching or extra curricular position at the discretion of the Board.

“Employee”

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

Utah Code Ann. § 53G-11-501 (2018)

“Contract Term or Term of Employment”

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

“Dismissal or Termination”

An employee shall be deemed to be discharged upon occurrence of any of the following events:

1. Termination of the status of employment of an employee.
2. Failure to renew the employment contract of a career employee.
3. Reduction in salary of an employee not generally applied to all employees of the same category employed by the District during the employee’s contract term.
4. Change of assignment of an employee with an accompanying reduction in pay unless the assignment change and salary reduction are agreed to in writing.

Utah Code Ann. § 53G-11-501 (2018)

"Unsatisfactory performance"

A deficiency in performing work tasks which may be:

1. due to insufficient or undeveloped skills or a lack of knowledge or aptitude; and
2. remediated through training, study, mentoring, or practice.
3. does not include the following conduct that is designated as a cause for termination or a reason for license discipline:
 - a. a violation of work rules;
 - b. a violation of local school board policies, State Board of Education rules, or law;
 - c. a violation of standards of ethical, moral, or professional conduct; or
 - d. insubordination.

Utah Code Ann. § 53G-11-501 (2018)

“Part Time Employee”

Part-time employees are employed at the will of the school district and their employment may be terminated at any time without cause by the school district unless there is a written contract to the contrary. Part-time employees are those who work less than thirty (30) hours per week or are hired for seasonal or temporary purposes.

3.129.0 *CAUSES FOR DISMISSAL OR NON-RENEWAL*

Any employee may be suspended or discharged during a contract term for any of the following:

1. Immorality;
2. Insubordination or failure to comply with directives from supervisors;
3. Incompetence;
4. Conviction, including entering a plea of guilty or nolo contendere (no contest), of a felony or misdemeanor involving moral turpitude or immoral conduct;
5. Conduct which may be harmful to students or to the District;
6. Improper or unlawful physical contact with students;
7. Violation of District policy, State Board of Education rules, or law;
8. Unprofessional conduct not characteristic of or befitting a District employee including a violation of standards of ethical, moral, or professional conduct;
9. Manufacturing, possessing, using, dispensing distributing, selling and/or engaging in any transaction or action to facilitate the use, dispersal or distribution of any illicit (as opposed to authorized) drugs or alcohol on District premises or as a party of any District activity;
10. Current addiction to or dependency on a narcotic or other controlled substance.

11. Dishonesty or falsification of any information supplied to the District; including data on application forms; employment records or other information given to the District;
12. Engagement in sexual harassment of a student or employee of the District;
13. Neglect of duty, including unexcused absences, excessive tardiness, excessive absences, and abuse of leave policies or failure to maintain certification;
14. Deficiencies pointed out as part of any appraisal or evaluation;
15. Failure to fulfill duties or responsibilities or a violation of work rules;
16. Inability to maintain discipline in the classroom or at assigned school-related functions;
17. Drunkenness or excessive use of alcoholic beverages or controlled substances;
18. Disability not otherwise protected by law that impairs performance of required job duties;
19. Failure to maintain an effective working relationship, or to maintain good rapport with parents, co-workers, the community or colleges;
20. Failure to maintain requirements for licensure or certification;
21. Unsatisfactory performance;
22. Failure to comply with the school district computer acceptable use policy;
23. For any other reason justifying termination of employment for cause.

3.130.0 TERMINATION FOR UNSATISFACTORY PERFORMANCE

– PROCEDURAL DUE PROCESS

3.130.0 *TERMINATION DUE TO UNSATISFACTORY PERFORMANCE*

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

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

Utah Code Ann. § 53G-11-514
11. An employee whose performance is unsatisfactory may not be transferred to another school unless

the Board specifically approves the transfer of the employee.

Utah Code Ann. § 53G-11-517

3.130.0 *NOTICE OF INTENT NOT TO RENEW CONTRACT OF CAREER EMPLOYEE*

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

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

3.130.0 *NOTICE OF INTENT TO TERMINATE EMPLOYMENT DURING TERM OF CONTRACT*

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

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

Utah Code Ann. § 53G-11-513

3.130.0 *NOTICE OF INTENT NOT TO OFFER A CONTRACT TO A PROVISIONAL EMPLOYEE*

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

Utah Code Ann. § 53G-11-513

3.130.0 *NOTICE OF INTENT TO TERMINATE OR NOT OFFER A CONTRACT TO A TEMPORARY EMPLOYEE*

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

3.130.0 *EXPECTATION OF CONTINUED EMPLOYMENT IN ABSENCE OF NOTICE*

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

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

Utah Code Ann. § 53G-11-513

3.130.0 *RIGHT TO AN INFORMAL CONFERENCE*

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

3.130.0 *EMPLOYEE'S RIGHT TO HEARING*

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

If the employee does not request a hearing within fifteen (15) days, then the employee shall have waived any right to a hearing and to contest the decision.

Utah Code Ann. § 53G-11-513

3.130.0 *APPOINTING A HEARING EXAMINER*

If the Board of Education determines that the hearing shall be conducted by a hearing examiner or board, it shall so advise the Superintendent to appoint a board of three (3) District administrators who have no substantial knowledge of the facts of the case or select an independent hearing examiner.

In so appointing a hearing examiner or hearing board, the Board of Education may delegate its authority to the hearing officer or hearing board to make recommendations for decision to the Board of Education. The Board retains the right to make its own decision based on the factual findings of the hearing officer.

Utah Code Ann. § 53G-11-515 (2018)

3.130.1 *RIGHTS OF EMPLOYEE AT A HEARING*

At the hearing, the employee and administration each have right to counsel, to produce witnesses, to hear testimony, to cross-examine witnesses, and to examine documentary evidence.

Utah Code Ann. § 53G-11-515

3.130.1 *DECISION*

Within fifteen (15) days after the hearing, the person or entity that conducted the hearing, whether the hearing examiner, hearing board, or Board of Education, shall issue written findings and conclusions deciding the matter. These shall be provided to the employee by mail or personal delivery. The Board shall make written findings of fact upon which its action is based.

In the event the decision of the board or hearing officer is to not terminate the employment of the employee, then the employee shall be reinstated and back pay shall be paid if the employee was suspended without pay pending a hearing.

Utah Code Ann. § 53G-11-513

3.130.1 *SUSPENSION DURING INVESTIGATION*

The active service of an employee may be suspended by the Superintendent pending a hearing if it appears that the continued employment of the individual may be harmful to students or to the District. An employee may be suspended without pay pending a hearing if the superintendent determines that the allegations against the employee are more than likely true after an informal conference with the employee. The employee shall be provided written notice of the suspension, which may be included with written notice of termination of employment during the contract term or notice of non-renewal of contract.

Utah Code Ann. § 53G-11-513

3.130.1 *NECESSARY STAFF REDUCTION NOT PRECLUDED*

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

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

Utah Code Ann. § 53G-11-516

3.130.1 *NO VERBAL AGREEMENTS*

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

3.130.1 *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, or which otherwise warrants Commission review.

3.131.00 REDUCTION IN FORCE

3.131.0 PURPOSE

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

The maintenance of educational programs is the top priority when a reduction in force becomes necessary.

3.131.0 DELEGATION

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

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

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

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

3.131.0 NECESSARY REDUCTIONS

The School District may reduce the number of employees in force, combine, or modify positions or programs for any of the following reasons:

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

Utah Code Ann. 53G-11-516

3.131.0 SCHOOL BOARD APPROVAL

No reduction in force shall take place without approval of the Board of Education, and such approval

will be documented in Board Minutes.

3.131.0 *“LAST HIRED, FIRST FIRED” PROCEDURE FOR LAYOFFS PROHIBITED*

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

3.131.0 *NOTICE*

Under normal circumstances, staff members who are to be affected by the reduction in force shall receive at least thirty (30) days notice.

Utah Code Ann. 53G-11-516

3.131.0 *SCOPE OF POLICY*

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

3.131.0 *REDUCTION IN FORCE PROCEDURES*

If a reduction in staff is necessary, decisions will be based on the program and staffing needs of the District.

Under normal circumstances, staff members who are to be affected by the reduction in force shall receive at least thirty (30) days notice.

3.132.00 MEDIATION OF CONTRACT NEGOTIATIONS

3.132.0 MEDIATION OF CONTRACT NEGOTIATIONS

If the Board elects to negotiate in its sole discretion, with a professional local organization representing a majority of certificated employees of the District, either the president of the professional local organization or the Chairman of the Board may, after the parties have negotiated for ninety (90) days, declare an impasse. If the Board elects to declare an impasse, the Chairman of the Board shall deliver a written notification to the certificated employees and to the state Board of Education.

Upon declaring an impasse, or upon receiving notice of declaration of an impasse from the local professional organization, the Board shall name a third party mediator agreeable to the Board. If agreement on a third party mediator cannot be reached, between the Board and the local professional organization, the Board will request the State Superintendent of Public Instruction to appoint a mediator. The Board shall work together with the State Superintendent and the professional local organization in appointing a mediator who is mutually acceptable to the board and to the professional organization. The Board shall share equally in the cost of mediation with the local professional organization.

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

Utah Code Ann. § 53E-6-801

If the mediator appointed by the State Superintendent is unable to effect settlement of the controversy within fifteen (15) working days after his or her appointment, either the Board or the dispute be submitted to a hearing officer who will make findings of fact and recommend terms of settlement. The request shall be made in writing to the other party and to the State Superintendent of Public Instruction. The Board will furnish the hearing officer, on request, all relevant records, documents, and information, but only records, documents, and information that are not prohibited by state or federal law or privileged or confidential.

Ten (10) days after receiving the hearing officer's written findings and report, the Board may make the hearing officer's report public if the dispute has not been settled at that time.

Utah Code Ann. § 53E-6-802

The Board may, in its sole discretion, accept or reject the recommendations and findings of the hearing officer and make its own determination. If in the course of negotiations with the local professional organization representing a majority of certificated employees, the negotiating parties reach an impasse, the Board may, if it elects, pursue the mediation procedures adopted between the Board and the local professional organization. The Board may, in its sole discretion, accept or reject the findings and recommendations of the hearing officer and make its own determination.

3.132. DETERMINATION OF MAJORITY STATUS

The State Superintendent may determine majority status of a professional organization.

Utah Code Ann. § 53G-6-802(9)

3.133.00 LEGAL DEFENSE OF EMPLOYEES

3.133.0 NOTICE OF SUIT OR THREAT OF SUIT

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

1. Within ten (10) days after service of process
2. Within a longer period that would not prejudice the District in maintaining a defense on the employee's behalf

If the employee fails to make a timely request or cooperate in the defense the District need not, in its discretion, provide the defense, pay any judgment, compromise, or settle against the employee arising from such claim.

3.133.0 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 either to Risk Management or to the District's legal counsel.

3.133.0 LIMITATION OF OBLIGATION TO PROVIDE DEFENSE

Nothing in this policy obligates the District to undertake a defense, pay any judgment or otherwise assume liability for actions of an employee acting outside the scope of employment with the District. In addition, the school District shall not be obligated to pay any judgments for any reckless or intentional acts of the employee. In the event that it is determined that the employee was not acting within the scope of employment at the time of the acts undertaken, and the District has provided a defense to the action, the School District employee shall reimburse the District for the expenses which it has incurred in defending the lawsuit. Nothing in this policy shall be construed to require the District to undertake a defense, against an employee or to assume responsibility for any acts which the District would not be legally required to provide because the District employee was not acting within the scope of employment.

The School District may decline to defend any action against an employee if it determines:

1. That the act or omission in question did not occur:
 - a. During the performance of the employee's duties;
 - b. Within the scope of employment; or
 - c. Under color of authority.
2. That the injury resulted from fraud or malice of the employee; or
3. That the injury or damage on which the claim is based resulted from the influence of drugs and or alcohol.

Within ten (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.

3.134.00 BULLYING, CYBER-BULLYING, HAZING, RETALIATION, AND ABUSIVE CONDUCT

Bullying, cyber-bullying, hazing, and retaliation of students and employees are against federal law, state law, and District policy, and are not tolerated by the District or its schools. It is the intent of the District to respond to school-related incidents by implementing prevention efforts where victims can be identified and assessed, and perpetrators educated, in order to create safer schools that provide a positive learning environment.

School officials have the authority to discipline students and employees for off-campus speech that causes or threatens a substantial disruption on campus, at school activities, or causes or threatens a significant interference with a student's educational performance or involvement in school activities.

3.134.01 DEFINITIONS

[a] "Abusive conduct" means verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency of occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress.

[b] "Bullying" means a school employee or student intentionally committing a 5S-100 Student Conduct and Discipline Page 5 of 28 written, verbal, or physical act against a school employee or student that a reasonable person under the circumstances should know or reasonably foresee will have the effect of:

- (i) causing physical or emotional harm to the school employee or student;
- (ii) causing damage to the school employee's or student's property;
- (iii) placing the school employee or student in reasonable fear of:
 - (1) harm to the school employee's or student's physical or emotional well-being; or
 - (2) damage to the school employee's or student's property;
- (iv) creating a hostile, threatening, humiliating, or abusive educational environment due to:
 - (1) the pervasiveness, persistence, or severity of the actions; or
 - (2) a power differential between the bully and the target; or
- (v) substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.

[c] "Cyberbullying" means using the Internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual regardless of whether the individual directed, consented, to, or acquiesced in the conduct.

[d] "Hazing" means a school employee or student intentionally, knowingly, or recklessly committing an act or causing another individual to commit an act toward a school employee or student that:

- (i) endangers the physical health or safety of a school employee or student;
- (ii) involves any brutality of a physical nature such as whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements;
- (iii) involves consumption of any food, alcoholic product, drug, or other substance, or
- (iv) involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contact, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation; and
- (v) is committed for the purpose of initiation or admission into, affiliation with, holding office in, or as a condition for membership or acceptance, or continued membership or acceptance, in any school or school sponsored team, organization, program, or event; or
- (vi) is directed toward a school employee or student whom the individual who commits the act knows, at the time the act is committed, is a member of, or candidate for, membership with a

school, or school sponsored team, organization, program, or event to which the person committing the act belongs to or participate in.

- [e] “Retaliate” or “retaliation” means an act or communication intended:
- (i) as retribution against a person for reporting bullying or hazing; or
 - (ii) to improperly influence the investigation of, or the response to a 5S-100 Student Conduct and Discipline Page 6 of 28 report of bullying or hazing.

[f] The conduct defined herein constitutes bullying, cyber-bullying or hazing, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.

3.134.02 *PROHIBITED CONDUCT*

- [a] No school employee or student may:
- (i) engage in any form of bullying or cyber-bullying a school employee or student, on or about school property, on a school bus, at a school bus stop, or while traveling to or from a school location or school event, or at any school-related or sponsored activity regardless of location or circumstance;
 - (ii) engage in hazing a school employee or student at any time or in any location;
 - (iii) engage in retaliation against a school employee; a student; or an investigator for, or witness of, an alleged incident of bullying, harassing, cyber-bullying, hazing; or
 - (iv) make a false allegation of bullying, cyber-bullying, hazing, or retaliation against a school employee or student.

[b] No parent or student may engage in abusive conduct directed toward a school employee.

3.134.03 *INVESTIGATION AND DISCIPLINE*

Each reported violation of the prohibitions noted previously shall be promptly investigated and discipline determined in accordance with this policy.

3.134.04 *REPORTING REQUIREMENT*

[a] School employees who become aware of bullying, hazing, or related initiation activity, shall report such incident immediately to school administrators so that prompt and appropriate action can be taken. School personnel who fail to report incidents of bullying, or hazing to school or District administrators may face disciplinary action.

[b] Students who observe hazing activities and fail to intervene or report the hazing to school officials may face disciplinary action for conspiring to engage in hazing.

3.134.05 *COORDINATION WITH OTHER POLICIES*

[a] School employees who engage in any of these prohibited behaviors may be subject to individual investigation resulting in employment action.

[b] Bullying, cyberbullying, hazing or retaliation that is found to be based on a protected class is further prohibited under federal anti-discrimination laws and is subject to provisions of District policy 11IR-100 Nondiscrimination Policy and Complaint Procedure.

3.134.06 *PARENTAL NOTIFICATION OF CERTAIN INCIDENTS AND THREATS*

A school administrator shall promptly notify a parent/guardian personally of:

[a] a parent/guardian's student's threat to commit suicide; or

[b] an incident of bullying, cyber-bullying, hazing, or retaliation involving the parent/guardian's student as a victim or an individual who is alleged to have engaged in prohibited conduct.

3.134.07 *RECORD NOTIFICATION*

When a parent/guardian has been notified by a school administrator of a threat or 5S-100 Student Conduct and Discipline Page 7 of 28 incident, the school administrator shall complete a Record of Parent Notification of Student Threat or Incident form.

[a] This record shall be securely and confidentially maintained by the school consistent with state and federal law.

[b] A school shall provide a student a copy of the Record of Parent Notification of Student Threat or Incident related to the student if the student requests a copy of record; and expunge the record maintained in accordance with this section if the student has graduated from high school and requests the record be expunged.

3.134.08 *GRIEVANCE PROCESS FOR INCIDENT OF ABUSIVE CONDUCT*

[a] A school employee who has experienced abusive conduct as defined in section 2.6.1 [a] and is not satisfied with initial efforts to resolve the issue, may file a grievance not later than thirty (30) days after the incident(s) in order to be effectively investigated and resolved, unless the time for filing is extended by the District for good cause shown. Grievance Process: Step 1

- (i) The grievance must be in writing, dated, and signed by the grievant and delivered to the principal.
- (ii) Within ten (10) business days, the principal shall meet with the grievant to discuss the grievance and possible resolutions.
- (iii) Within ten (10) business days after the meeting, the principal will respond in writing explaining the principal's position and offer options for substantive resolution of the complaint.

[b] Grievance Procedure: Step 2

- (i) If the response by the principal does not satisfactorily resolve the issue, the grievant may appeal the response in writing within ten (10) calendar days after receipt of the response to the school director.
- (ii) Within ten (10) business days after receipt of the grievance, the school director will meet with the grievant to discuss the grievance and possible resolutions.
- (iii) Within fifteen (15) calendar days after the meeting, the school director will respond in writing with a final resolutions of the grievance.

[c] The school director's written response shall be the final administrative action in the matter.

3.135.00 PROVISION OF REASONABLE WORKPLACE ACCOMMODATION TO QUALIFIED INDIVIDUALS WITH DISABILITIES

3.135.01 PURPOSE AND PHILOSOPHY

Title I of the Americans with Disabilities Act generally prohibits discrimination with respect to the terms and conditions of employment against a qualified individual with a disability, solely by reason of such individual's disability. In compliance with this Act, the Duchesne County School District (District) has established the following procedure to be followed by site administrators and supervisors in responding to requests for reasonable accommodation from qualified applicants or employees with disabilities.

3.135.02 MONITORING RESPONSIBILITY

The District Americans with Disabilities Act Coordinator (hereafter "ADA Coordinator"), will monitor and coordinate the application of this procedure.

3.135.03 PROCEDURES

3.137.03.1 Request for Accommodation

3.137.03.1.1. Using the "Section 504/Americans with Disabilities Act Request for Accommodation" form, the individual requesting accommodation must file a written request for reasonable accommodation with the District ADA Coordinator and may include documentation of the condition alleged to be a disability.

3.137.03.1.2. At no time prior to contacting the District ADA Coordinator should the site administrator/direct supervisor agree to a specific accommodation or make a financial commitment to the individual.

3.137.03.2 Determination of Eligible Disability

3.137.03.2.1 Upon receiving the request for accommodation, the ADA Coordinator shall promptly send the individual a letter acknowledging receipt of the request, and an explanation of the procedure regarding requests for accommodation.

3.137.03.2.2. If adequate documentation is not provided, or if additional documentation is required the ADA Coordinator may request that the individual complete and return a "Release of Medical Information" form.

3.137.03.2.3. The acknowledgement of receipt shall also inform the individual it is the policy of the District to prohibit all coercion, intimidation, and retaliation against an individual for exercising his or her rights under the Americans with Disabilities Act and Section 504 of the Rehabilitation Act and that the individual has the right to be free from such harassment.

3.137.03.2.4. Within ten (10) working days of the receipt of all pertinent medical documentation, the ADA Coordinator shall do one of the following:

[a] determine the requesting individual has an eligible disability and proceed 11IR-102 Provision of Reasonable Workplace Accommodations to Qualified Individuals with Disabilities Page 2 of 6 to work with the individual in identifying a reasonable accommodation as outlined in Section 3.3;

[b] determine the requesting individual does not have an eligible disability and is therefore not entitled to a reasonable accommodation, document such finding in writing, and send a copy of the determination, together with supporting evidence, and rights to appeal to the requesting individual; or

[c] notify the requesting individual that further review of the information is necessary and promptly convene the Disability Rights Committee ("DRC") to review the request for accommodation as outlined in Section 4.

3.137.03.3. Determination of Reasonable Accommodation If the ADA Coordinator or the DRC determines the requesting individual is a qualified individual with a disability and is therefore entitled to a reasonable accommodation, the ADA Coordinator or the DRC will convene an informal, interactive meeting with the requesting individual to discuss possible reasonable accommodations. This meeting may include other District officials and association representatives as appropriate and allowed by law. During this meeting, as well as at all other phases of this procedure, the focus shall be on what the requesting individual feels is a reasonable accommodation.

3.137.03.3.1. Many accommodations can be accomplished on site with no need for structural changes and for minimal cost. In conjunction with the site administrator, the ADA Coordinator shall make all reasonable efforts to meet the request for accommodation at the site level.

3.137.03.3.2. If the requested accommodation involves expenditures that must be approved by the District's established budget approval process, the DRC will forward its written decision to the superintendency for consideration at its next scheduled meeting, before issuing any final determination to the requesting individual.

3.137.03.3.3. After the informal accommodation conference is conducted, the ADA Coordinator shall document in writing the outcome of the conference and any accommodation agreement that is reached by the parties.

[a] Copies of the accommodation agreement shall be made available to all school personnel who have responsibility for implementing the accommodation plan.

[b] Information regarding the medical condition or history of an individual requesting accommodation shall be kept in locked, confidential files separate from Human Resource Department personnel files and may be disclosed only to the following people:

(i) supervisors, managers, and school personnel who need to know the necessary restrictions on the work or duties of the individual and necessary accommodations;

(ii) first aid and safety personnel, when appropriate, if the disability might require emergency treatment; and

(iii) government officials investigating the District's compliance with the Americans with Disabilities Act or Section 504 of the Rehabilitation Act. 11IR-102 Provision of Reasonable Workplace Accommodations to Qualified Individuals with Disabilities
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3.137.03.3.4. Requests for accommodation that are deemed by the ADA Coordinator or the DRC to present an undue hardship for the District in that they involve "significant difficulty or expense" shall be documented in writing by the ADA Coordinator. Such documentation, a copy of which shall be provided to the requesting individual, shall include all factors considered by the ADA Coordinator and the DRC in denying the requested accommodation as an undue hardship.

3.137.03.3.5. No denial of a request for reasonable accommodation shall be made, and no requesting individual shall be informed of such denial, until the ADA Coordinator has discussed

the proposed denial with a representative from the Utah State Office of Risk Management and, where appropriate, the school district attorney. All conversations and meetings between the ADA Coordinator and either Risk Management or the school district attorney shall be documented in writing by the ADA Coordinator.

3.137.03.3.6. The ADA Coordinator shall inform the Superintendent of Schools in writing of each denial of requested accommodations and the reasons for the denial.

3.135.04 *DISABILITY RIGHTS COMMITTEE*

If the ADA Coordinator determines that there is a legitimate question as to either the individual's disability status or the reasonableness of the requested accommodation, the ADA Coordinator shall convene the Disability Rights Committee (DRC) to review the request for accommodation.

3.137.04.1. This committee shall be composed of:

3.137.04.1.1. the ADA Coordinator;

3.137.04.1.2. a representative from Plant Operations/Facilities, as appropriate;

3.137.04.1.3. a representative from Human Resources, as appropriate;

3.137.04.1.4. a health care professional, as needed

3.137.04.1.5. risk manager; and

3.137.04.1.6. legal specialist.

3.137.04.2. In addition to receiving input from the requesting individual, the Committee may, depending on the nature of the requested accommodation, receive input from the following:

3.137.04.2.1. a School Director;

3.137.04.2.2. the site administrator;

3.137.04.2.3. a representative from the District's Augmentative Team;

3.137.04.2.4. a representative from Information Technology;

3.137.04.2.5. an individual with a related disability (where possible);

3.137.04.2.6. the Business Administrator

3.137.04.2.7. a professional association/labor union.

3.137.04.3. All meetings and discussions of the committee shall be strictly confidential. The ADA Coordinator shall instruct all Committee participants that any discussion of the matter before the Committee outside of Committee proceedings will not be tolerated.

3.137.04.4. Within five (5) working days after the DRC meets, the DRC will issue a written decision regarding the individual's request, which will be forwarded to the requesting individual by the ADA Coordinator in compliance with the provisions of this policy.

3.137.04.5. The DRC's decisions shall be binding based on a simple majority vote.

3.135.05 *APPEAL PROCESS*

Individuals who are dissatisfied with the decision of the ADA Coordinator and/or DRC may request reconsideration of the decision by the Superintendent, in writing, within ten (10) working days of receipt of the decision.

3.137.05.1. Appeal Meeting Within ten (10) business days after receipt of the appeal, the Superintendent or his/her designee will meet with the Complainant to discuss the complaint and possible resolutions.

3.137.05.2. Final Response Within fifteen (15) calendar days after the meeting, the Superintendent or his/her designee will respond in writing, and, where appropriate, in a format accessible to the Complainant, with a final resolution of the complaint. This final response shall serve as the final administrative action in the matter.

3.137.05.3. Extension of Time Any time limits established by this policy and these procedures may be extended for good cause by mutual consent of the parties involved.

3.135.06 *OTHER AVENUES OF REDRESS*

The appeal process of this policy does not preclude a Complainant from seeking alternative forms of redress. At any time, an individual has the right to file a complaint with state and federal agencies in charge of enforcing the Americans with Disabilities Act. These agencies may be reached at the following addresses and phone numbers:

Utah Antidiscrimination and Labor Divisions (UALD)
160 East 300 South, 3rd Floor
PO Box 146630
Salt Lake City, Utah 84111
Phone: (800) 222-1238 or (801) 530-6801
TDD: (801) 530-7685
distrimination@utah.gov

U.S. Equal Employment Opportunity Commission (EEOC)
3300 N Central Avenue, Suite 690
Phoenix, Arizona 85012-9688
Phone: (800) 669-4000
TTY: (800) 669-6820
Online filing

DEFINITIONS

"Disability" means, with respect to an individual. A physical or mental impairment that substantially limits one or more of the major life activities of an individual; a record of such an impairment; or being regarded as having such an impairment. The definition of disability in this policy shall be construed in favor of broad coverage of individuals, to the maximum extent permitted by the terms of 42 U.S.C. § 12131 et seq., Americans with Disabilities Act.

"Essential functions" means those job duties that are so fundamental to the position that the individual cannot do the job without being able to perform them. A function can be "essential" if, among other things, the position exists specifically to perform that function, there are a limited number of other employees who could perform the function if it were assigned to them, or the function is specialized and the incumbent is hired based on his/her ability to perform it.

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine; or any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Major Life Activities" are those basic activities, including major bodily functions that most people in the general population can perform with little or no difficulty. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

"Substantially limits" means an individual is unable to perform a major life activity as compared to most people in the general population. An impairment need not prevent, or significantly or severely restrict the individual from performing a major life activity in order to be considered a disability. The determination of whether an impairment substantially limits a major life activity should be made without regard to the ameliorative effects of mitigating measures.

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Reasonable accommodation" means a change in the work environment or in the way things are customarily done that would enable an individual with a disability to enjoy equal employment opportunities. There are three categories of reasonable accommodations: 1) modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires; or 2) modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or 3) modifications or adjustments that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities. Reasonable accommodation may include but is not limited to: making existing facilities readily accessible to, and usable by individuals with disabilities; job restructuring; part-time or modified work schedules; reassignment to a vacant position; acquisition or modifications of equipment or devices; appropriate adjustment or modifications of examinations, training materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities.

"Undue hardship" means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the District.

REFERENCES

Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq., Americans with Disabilities Act, CFR 28 § 35.140 - Employment discrimination prohibited Americans with Disabilities Act, CFR 29 § 1630.1 et seq. - Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act.

