

# Murray School District ESP INFORMATION BOOK

Covering the Period  
July 1, 2021 to June 30, 2023  
(Updated 7/1/2022)

*Murray City School District does not discriminate on the basis of race, color, gender, religion, national origin, age, disability, pregnancy, childbirth, sexual orientation, or gender identity in its programs.  
Please contact your school principal for further information.*

Murray ESP Employee Policy Book  
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## **MURRAY CITY SCHOOL DISTRICT**

### **POLICY AND RESPONSIBILITY**

#### **GENERAL STATEMENT OF PURPOSE**

The members of the Board of Education of Murray City are the representatives of the people of Murray City and are responsible to them for the operation of the schools as prescribed by law. Accordingly, the following policies, rules and regulations are adopted by the board. These may be changed by the Board from time to time as conditions warrant.

The primary purpose of the schools is for the education and training of children of Murray City. All policies, rules and regulations of the Board and the activities of the employees shall be considered in terms of this primary purpose.

The Board of Education expects all employees to actively support its policies, rules and regulations. All employees should be courteous to each other and refrain from public negative criticism of fellow employees and administration and should not stimulate discord among employees or lay groups. They shall strive to faithfully fulfill the assignments given to them.

## I. EMPLOYMENT POLICIES

**A. Application** -- All applications for employment are made through the Director of Personnel.

**B. Salary Schedules** -- Salaries paid will be in accordance with salary schedules and rates set by the Board.

1. A Step 10 and Step 20 shall be added to the ESP salary schedule as Longevity steps.

a. To qualify for Step 10 on the employee's current pay grade, the employee must have been employed by the Murray City School District for nine (9) cumulative (not consecutive) years, either part-time or full time, and have worked at least one (1) year at Step 6 of their pay grade. Movement to Step 10 will be regardless of steps having been negotiated. Step 10 will be a 3% increase to the Step 6 rate.

b. To qualify for Step 20 on the employee's current pay grade, the employee must have been employed by the Murray City School District for nineteen (19) cumulative (not consecutive) years, either part-time or full time, and have worked at least one (1) year at Step 6 of their pay grade. Movement to Step 20 will be regardless of steps having been negotiated. Step 20 will be a 3% increase to the Step 10 rate. classification.

2. **Acting Above Grade** – ESP employees who assume the responsibilities of a job in a higher pay grade for more than ten (10) consecutive days or fifteen (15) cumulative days during any contract year shall be paid by moving to the appropriate pay grade at the next highest hourly rate over the employee's current rate of pay plus one step for all consecutive days beyond ten (10) and intermittent days beyond fifteen (15).

3. **Rate of Pay for Transportation Employees** – All regular workdays driving students to and from school shall be paid at the transportation employee's contract rate of pay.

**C. Injuries While on Job (Revised 5-10-72)** -- All employees are covered by worker's compensation insurance. When an employee is injured, he must report the injury the same day to his immediate supervisor and contact Company Nurse (888) 375-0279 to report the details of the injury. The District will pay the difference between the compensation insurance paid directly to the employee, and the employee's regular salary of one hundred eighty (180) days. The injured employee must endorse any compensation check and deliver the same to the Board to be assured of the full salary.

**D. Excused from Regular Assignment** -- Employees should not request leave from their assigned duties except as provided in Board Policy

**E. Work days and Holidays** -- Work days and holidays will be approved by the Board each year and designated in the school year calendar.

**F. District Office Hours** -- The District Office will be open all weekdays during the year except for the holidays listed above. During the Christmas holidays, reduced staffs may be arranged by the Superintendent. All ESP personnel will be expected to work on all other days. The Superintendent may excuse personnel to attend workshops and conferences she feels will be helpful in the performance of the individual's work.

**G. School Hours** -- School hours will be set by the Board. Individual school hours will vary, dependent on transportation schedules, etc. Kindergarten students will attend half day.

**H. Outside Employment** -- Outside employment or activities must not in any way interfere with the employee's efficiency in his or her school assignment, or attendance at required meetings.

- I. Employee's Assignments** -- Employee's assignments are to be made in terms of the best educational interest of the children. Yearly assignments of employees to buildings, grades and general areas shall be made by the superintendent as early as feasible. Specific assignments within the building will be made by the principal.

Assignments may be changed by the Superintendent or principal during the year.

An employee who desires a change in assignment may present his request to the Superintendent or principal. Such requests will be given full consideration.

- J. Attendance at Meetings** -- All employees are required to attend all meetings called for them by the superintendent or principal unless duly excused.
- K. Employees Wishing to Meet with the Board** -- Teachers and other employees should first discuss policies of the schools or district with the principal. After discussing the problem with the principal, the employee should then discuss the problem with the Superintendent. If the teacher or employee still has a question or believes the matter should be presented to the Board, he may so request through the Superintendent or clerk. Such requests should be in writing and submitted to the clerk at least five days preceding the regular meeting of the Board. The employee will be granted an opportunity to meet with the Board. The action of the Board is final.
- L. Employees Invited to Meet with the Board** -- Upon invitation of the Superintendent or President, an employee may be invited to meet with the Board to discuss school concerns.
- M. Job Appeals** -- Any job appeal which results in an improved rate of pay for the employee will take effect July 1<sup>st</sup> of the next contract year.

Any pay increase, resulting from significant changes in a job description or duties as determined by district administration, will take effect immediately.

Barring significant changes in job descriptions or duties, employees may not make a job appeal after April 30, 2004. Jobs already appealed may not be re-appealed.

## II. PAYROLL

- A. Pay Days** -- ESP employees will be paid the last working day of each month and the last working day prior to the 16th of each month.
- B. Deductions for Absences** -- Deductions for absences for contract ESP employees not covered by paid leave benefits will be calculated by dividing the contract salary by the number of days in the contract for a daily rate. The number of working days will be determined by the director of business administration. Deductions for other ESP employees shall be approved by the Superintendent.
- C. Withdrawing from Service** -- Employees withdrawing from service may receive all money due on the next regular pay day providing the next regular pay day is not less than two weeks after the severance date and providing the employee has been given a written release by the principal or supervisor.
- D. Checking Out at Close of Year** -- The final check will be issued only after all work has been completed and all materials accounted for to the satisfaction of the principal.
- E. Deductions** -- All full time employees are required to hold membership in Utah Retirement Systems. All employees are under the Federal Insurance Contribution Act. Deductions for these and the federal income tax and the state income tax will be made in the central office. Other deductions must be approved by the Board.

- F. Dates for Closing Payroll** -- The principal is responsible for submitting payrolls during the school year and designated supervisors during the summer months when the principal is on vacation. Payrolls will be submitted on dates designated by the central office.
- G. Employing Substitutes** -- Procedures outlined by the District shall be followed when employing substitutes. Employees will be given a copy of the procedures at the beginning of the school year.
- H. Policy for Accepting Tax Sheltered Annuities** -- Applications will be accepted from any licensed company in Utah. Five participants are required to sign up before any new company will be added to the existing list of companies. (Adopted August 8, 1976)

Additional programs may be considered by the Board.

### III. EMPLOYEE PROTECTION FROM ASSAULT

- A. Definition:** As used herein, the following terms shall have the meanings hereinafter set forth:
  - 1. "Employee" refers to each person employed part-time, full-time or intermittently by the District whose wages or salary is paid by the District.
  - 2. "Assault" means a willful and unlawful attempt coupled with a present ability to commit a violent injury on the person of another. (Section 76-701, Utah Code Annotated, 1953.)
  - 3. "Battery" means any willful and unlawful use of force or violence upon the person of another. (Section 76-7-3, Utah Code Annotated, 1953.)
  - 4. "Incident" refers to the above terms, "Assault" and "Battery" and also refers to any occurrence involving an employee resulting in personal injury or death of anyone or destruction of property.
- B.** Any incident involving an employee, committed or occurring during the regular course of employment by the District must be reported promptly by the employee to his immediate supervisor who shall investigate the same, and if, in the judgment of the immediate supervisor and employee, the matter is sufficiently serious, the immediate supervisor shall promptly submit a written report thereof to the Superintendent and Board of Education, together with written statements signed by the employee, witnesses and if, obtainable, all participants in the incident, describing the incident and detail and setting forth the names, addresses, and telephone numbers of all such persons.
- C.** All employees of the District are covered under a policy of liability insurance paid for by the District. The coverage of such policy, to the extent of the limits of liability and coverage stated therein, includes damages, court costs and interest on any judgment obtained against an employee because of careless or negligent acts performed by such employee within the scope of his employment by the District that results in bodily injury or property damage.

The coverage of such policy to the extent of the limits of liability and coverage stated therein also includes damages, court costs and interest on any judgment obtained against an employee because of personal injuries (as defined in the policy) sustained by any person or organization and arising out of:

- 1. False arrest, detention or imprisonment, or malicious prosecution.
- 2. The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy, except

publications or utterances in the course of, or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the District.

3. Wrongful entry or eviction, or other invasion of the right of private occupancy.

The protection afforded by such policy of liability insurance does not extend to, nor is it available to an employee who commits a willful violation of a penal statute or ordinance which results in personal injury or death of a person or destruction of property. Where an employee is found guilty of such violation, such finding of guilt may be grounds for the Board of Education to have a hearing concerning the continued employment of the employee by the District. Fines, penalties, forfeitures, and all expenses and costs incurred by an employee in defending himself in any action in which he is charged with willfully violating a statute or ordinance and found guilty, shall not be paid by the District, except the Board may, in its sole discretion and after full review and consideration of all of the circumstances, reimburse the employee for or pay any or all expenses incurred by the employee in defending himself in such action. The insurance carrier has advised the Board that normal claims procedures will be followed and that in the event that employee is found innocent, or the charges are dismissed for an act for which coverage is provided under the policy, the carrier will pay costs and attorney fees allowed by the policy that are incurred by the employee in defending himself against such charges. The carrier has further advised the Board that in the event the employee is found guilty, the employee or the Board will be required to reimburse the carrier for any and all costs and attorneys' fees paid by the carrier in defending the employee. Accordingly, the only situations in which the Board will reimburse the carrier for such items will be (a) where the Board in its sole discretion and after full review of all of the circumstances makes such reimbursement without requiring reimbursement in turn from the employee, or (b) where satisfactory arrangements are made by the employee to reimburse the Board for such reimbursement made by the Board to the carrier in instances where the Board determines the expense of such items is to be borne by the employee.

- D. Time expended by an employee in making appearances for any purposes before a judicial body of legal authority because of an incident involving him during the course of his employment with the District, shall not result in any loss of wages or salary, except that where the employee is charged and found guilty of the willful violation of any penal statute or ordinance, any loss of wages or salary occasioned by making such appearances shall not be paid by or recoverable from the District by the employee, except that the Board may, in its sole discretion and after full review and consideration of all of the circumstances, provide that the employee shall not lose any wages or salary because of such appearances. In the event the employee is found innocent, or the charges are dismissed, or the prosecuting authorities fail to prosecute the charges for a period of at least one year, the Board will pay to the employee all wages and salary withheld and not paid by the Board to such employee during the pendency of such charges.
- E. Any complaint by a parent or student directed toward an employee shall be called to the employee's attention if considered serious by the employee's immediate supervisor, and in all cases, a teacher shall be notified of a complaint before anything in writing pertaining to such complaint is placed in the employee's file. A copy of such written material may be obtained by the employee. An employee may place in his file an answer to any adverse criticism or evaluation.
- F. The right of an individual to protect himself and others consistent with the law shall not be denied to any employee.

#### IV. DRUG & ALCOHOL-FREE WORKPLACE POLICY

- A. **Board Policy** - Substance abuse is an increasing problem which is affecting all facets of American society. Current research indicates that the abuse of drugs and alcohol in the workplace decreases employee safety and productivity.



Murray City School District has a responsibility to maintain public trust and confidence by providing a safe school environment for students and a safe work place for employees. The district also has a responsibility to assure, so far as is reasonably possible, that all employees are able to assume their duties and carry out tasks for which they were employed. Consequently, adherence to this policy is of paramount importance to all district employees.

The Board delegates to the Administration the responsibility for establishing guidelines which promote a Drug & Alcohol-Free Workplace and developing procedures for dealing with policy violations.

**B. Administration Policy** - The Administration is committed to establishing and maintaining a workplace free of drugs and alcohol. Therefore, the unlawful manufacture, distribution, dispensing, possession and/or use of controlled substances and/or alcohol in the workplace is prohibited. Any employee found in violation shall have action taken against them. This action may include suspension, probation, remediation, and/or termination of employment.

**C. Guidelines**

**1. VIOLATIONS**

a. Convictions

- (1). Employees convicted of substance abuse-related activity, occurring in the workplace, are required to report the conviction to the superintendent within five days of the occurrence.
- (2). The superintendent will notify the State Office of Education of the conviction within ten days of receiving notification of the conviction.
- (3). The district will impose appropriate personnel sanctions upon employees convicted of drug or alcohol abuse activity. (See Board of Education Policy SP 908 Employee Orderly Termination Policy & Procedure)

b. Probable Cause - Employees are expected to report to work physically and mentally capable of performing their job-related tasks. Administrators have the responsibility of questioning and taking appropriate action where there is reasonable cause to suspect that the possession, use and/or distribution of drugs or alcohol is present. Possible reasons to suspect substance abuse include but are not limited to the following:

- (1). Documented changes in job performance.
- (2). Presence of drug paraphernalia.
- (3). Reports from an individual or group of drug or alcohol possession, use, and/or distribution by an employee.
- (4). Accident where there is reason to believe that drugs or alcohol usage was a factor.
- (5). Employee absences when there is a reason to suspect the cause may be related to substance abuse.
- (6). Abnormal employee behavior and/or drastic mood swings.

## **2. EMPLOYEE ASSISTANCE**

- a. Awareness
  - (1). The District will provide an employee awareness program to inform employees of the danger of using controlled substances and/or alcohol in the workplace.
- b. Intervention
  - (1). Employees are responsible to seek assistance for substance abuse problems before policy infractions occur and disciplinary action is necessary.
  - (2). Employees are encouraged to seek help from a trained counselor or licensed treatment facility within the community.
  - (3). All associated costs for rehabilitation treatment will be borne by the employee. Some health insurance programs offer partial payment for treatment of problems related to substance abuse.
  - (4). Once the substance abuse policy is violated, subsequent enrollment in a treatment program will not necessarily lessen disciplinary action and may have no bearing on the determination of appropriate disciplinary action.

## **V. ANTI-DISCRIMINATION COMPLIANCE PROGRAM**

### **A. District Committee on Anti-Discrimination**

#### **1. Membership:**

- Title IX Coordinator, Chairperson
- Personnel Director, Vice-Chairperson
- Chairman Secondary Anti-Discrimination Committee
- Chairman Elementary Anti-Discrimination Committee
- Council P.T.A. President
- ESP Employees Representative
- M.E.A. Representative
- School Board, Vice-President
- M.H.S. Student Body President

All of the above serve on committee by virtue of office of position which they hold.

#### **2. Functions:**

- a. Upon approval of school board, assume overall responsibility for anti-discrimination compliance activities.
- b. Serve as committee of appeal for district level actions or appeals from secondary or elementary committees.
- c. Formulate and supervise district anti-discrimination policy as directed and ratified by school board.
- d. Maintain records and artifacts which log district efforts to achieve and maintain compliance with federal anti-discrimination legislation.

- e. Give overall direction to school level compliance assessments and district compliance assessments as it relates to policies, programs, and practices.
- f. Report at periodic or requested times to the Board of Education relative to district compliance.
- g. Serve as the liaison agent for the district relative to communications between the state and national level and the local level.
- h. A majority of the committee in attendance at a meeting will be deemed to constitute a quorum and may take action.

**B. Anti-Discrimination Grievance Procedures**

**1. Purpose**

To provide district students, employees, and parents having an interest, with an administrative remedy through which to seek redress for alleged violations, misinterpretations and inequitable applications of local school district policies and practices relative to provisions of Federal anti-discrimination legislation.

**2. Definitions**

- a. Grievance: A formal written complaint (Forms are available at the District Office)
  - (1). Setting forth the allegation that there has been a violation, misinterpretation or inequitable application of any district policy or practice relative to Federal anti-discrimination legislation;
  - (2). Specifically identifying the policy or statute violated, misinterpreted or inequitably applied;
  - (3). Furnishing sufficient background concerning the alleged violation, misinterpretation or inequitable application to identify persons, actions and/or omissions that led to the allegation.
- b. Grievant: Any district student, employee, or parent aggrieved by a decision or condition falling under the guidelines of Federal anti-discrimination legislation.

**3. Miscellaneous Provisions**

- a. A grievance must be filed within 30 days of the date the grievant knew or should have known of the circumstances which occasioned the grievance.
- b. No person shall suffer recrimination or discrimination because of participation in this grievance procedure.
- c. Whenever possible, hearings should be scheduled during a mutually convenient time that does not conflict with the regularly scheduled school programs.
- d. Employees shall be free to testify regarding any grievance filed hereunder. Approved release time shall be granted by the school district when hearings must of necessity be scheduled during the school day.
- e. Confidentiality will be observed pending resolution of the grievance or final decision by the Board.

- f. Nothing contained herein shall be construed so as to limit in any way the ability of the district and the grievant to resolve any grievance, mutually and informally.
- g. These grievance procedures will not be required to be followed if other statutory procedures are available.

## **VI. EMPLOYEE ORDERLY TERMINATION POLICY AND PROCEDURE**

**A. Purpose** -- The following Policy and Procedure governs the "Termination" (as that term is defined below) of Contract Employees, Provisional Employees and other employees of the District.

### **B. Definitions**

1. "Educator" is any District teaching and professional employee who holds a regular written contract for a position in the District requiring certification and a valid certificate issued by the State Board of Education.
2. "Contract ESP School Employee" is any District non-teaching, non-administrative employee whose primary duties relate to the support of the educational functions of the District, who performs services under a regular written contract with the District, and who has completed the requirements of a provisional contract.
3. "Provisional Employee" is an employee who holds a provisional, non-regular, written contract for a position in the District and is either:
  - a. An Educator who has completed less than three full consecutive years of employment with the District, or who was employed by the District under specially funded programs for which continued funding is not assured.
  - or
  - b. A Contract ESP School Employee who has completed less than three years of continuous employment with the District.
4. "Contract Employee" is any Educator or Contract ESP School Employee who is not a Provisional Employee.
5. "Probationary Employee" is any Contract Employee who has been placed on probation as provided in this Termination Policy and Procedure.
6. "Termination" includes any of the following actions involving Contract Employees without discrimination, provided however, that each such action is subject to and governed by the respective provisions for that action as hereinafter set forth.
  - a. Any termination of employment status.
  - b. Failure to renew employment contract.
  - c. Reduction in salary not generally applied to all Contract Employees.
  - d. Change of assignment with accompanying reduction in pay without the Contract Employee's written consent.
7. "Notice" means a written, dated communication, signed by the Superintendent or other District official, acting under authority of the Board, addressed to and either personally

delivered or sent by certified mail--Return Receipt Requested--to the addressee at the latter's last known address as shown on the District records.

8. "Informal Conference" means an informal conference without record either, as may be requested by the Contract Employee, between (a) the individual and the Board, or (b) between the individual and such personnel as the District may designate.
9. "Hearing" means a hearing before the Board or a Hearing Examiner appointed by the Board as provided in this Termination Policy and Procedure.

**C. Reasons for Termination**

1. Immorality
2. Insubordination
3. Incompetence
4. Mental or physical incapacity which, in the determination of the District, materially and adversely impacts on the individual's ability to properly fulfill his/her position in the District.
5. Necessity of reducing employment because of any one or more of the following conditions:
  - a. Decreased District student enrollments;
  - b. Discontinuance of a particular service;
  - c. Shortage of anticipated revenue after the budget has been adopted;
  - d. School consolidations;

Provided that the rights and benefits made available to Contract Employees under this Termination Policy and Procedure shall not apply where the Termination is caused by any one or more of the conditions set forth in Items a through d of this subparagraph C-5 provided further, that such Termination shall be without discrimination.

6. Conviction of a felony or of a misdemeanor involving moral turpitude or admission of the commission of any such offense.
7. Conduct which may be harmful to students or the District.
8. Improper or unlawful physical contact with students.
9. Repeated violation of District policies.
10. Unsatisfactory compliance with terms of probationary conditions of employment.
11. Performance, attitude, or other employment attributed substantially below that reasonably to be expected from a Contract Employee having similar responsibilities and duties.
12. Any other act, failure to act or conduct that constitutes a breach of the employment contract.
13. Any reason that the District in its sole discretion deems reasonable and appropriate.

#### **D. Termination, Probation and Suspension Procedures**

1. When Continued Employment is in Question:
  - a. At least one month prior to issuance of a Notice of intent not to renew the Contract of a Contract Employee, for an ensuing term, he or she shall be informed by Notice by the District that the individual's continued employment is in question.
  - b. The Notice containing such information shall:
    - (1) Set forth the reasons for such Notice
    - (2) State that the District will, upon the individual's request, grant assistance towards enabling the individual to correct the defects which precipitated possible non-renewal and that such assistance will include informal conferences and the services of applicable school personnel within the District.
2. When District intends not to renew Contract of Contract Employee:
  - a. Notice of this intention will be given the individual by the District at least two months before the end of the individual's contract term, e.g., the school year.
  - b. The Notice shall contain, among other things, (1) a clear and concise statement that the individual's contract will not be renewed for an ensuing term, (2) the reasons for such non-renewal and (3) a statement that the individual has a right to and may request an Informal Conference or Hearing, or both, provided the request is received in writing by the District within fifteen (15) calendar days after the Notice of Intention not to renew the contract was received by the individual.
  - c. If the individual does not request in writing an Informal Conference as above provided with respect to the non-renewal, the individual will be deemed to have waived and relinquished all right to such Informal Conference.
  - d. If the individual does not request in writing a Hearing as above provided with respect to the non-renewal, the individual will be deemed (1) to have waived all right to a Hearing and agreed that the District need not offer him or her a contract for the ensuing term and (2) to have waived and relinquished all claim to continuing employment with the District for the ensuing term. In such case, the Notice of Intention not to renew the individual's contract will also serve as written notice by the Board that the contract will not be renewed.
  - e. After timely receipt of the individual's request for an Informal Conference or Hearing, or both, as above provided, the District will give due notice to the individual of the date, time and place of the Informal Conference or Hearing or both, as the case may be and as may have been requested by the individual.
3. When District intends to terminate employment of Contract Employee:
  - a. Notice of this intention must be given by the District to the individual at least fifteen (15) calendar days before the proposed date of termination.
  - b. The Notice shall contain, among other things, (1) the date of and detailed reasons for the termination and (2) a statement that the individual has a right to and may request an Informal Conference or Hearing, or both, provided the request is received in

writing by the District within fifteen (15) calendar days after the individual receives the Notice of Intention to Terminate.

- c. If the individual does not request in writing an Informal Conference as above provided with respect to the termination, the individual will be deemed to have waived and relinquished all right to an Informal conference.
  - d. If the individual does not request in writing a Hearing as above provided with respect to the termination, the individual will be deemed (1) to have agreed to such termination and (2) to have waived and relinquished all claim to a Hearing and employment with the District after such proposed termination date. In such case, the Notice of Intention to terminate will serve as written Notice by the Board.
  - e. After timely receipt of the individual's request for an Informal Conference or Hearing, or both, as above provided, the District will give due notice to the individual of the date, time and place of the Informal Conference or Hearing or both, as the case may be and as may have been requested by the individual.
4. When the District intends to reduce salary not generally applied to all Contract Employees or change assignment with accompanying reduction in pay without the Contract Employee's written consent:
- a. Notice of either of such intentions must be given by the District to the individual at least fifteen (15) calendar days before the effective date of such salary reduction or change of assignment.
  - b. The Notice shall state, among other things, (1) the effective date of and detailed reasons for such salary reduction or change of assignment and (2) that the individual has the right to and may request an Informal Conference or Hearing, or both, provided the request is received in writing by the District within fifteen (15) calendar days after the individual receives such Notice.
  - c. If the individual does not request in writing an Informal Conference as above provided with respect to either the salary reduction or change of assignment, as the case may be, the individual will be deemed to have waived and relinquished all right to an Informal Conference.
  - d. If the individual does not request in writing a Hearing as above provided with respect to the subject matter contained in such Notice, the individual will be deemed (1) to have agreed with the action described in such Notice, (2) to have waived and relinquished all claim to object to such action being taken and (3) to have waived and relinquished all right to a Hearing. In such case, the Notice will serve as written notice by the Board that such action will take place as specified in the Notice.
  - e. After timely receipt of the individual's request for an Informal Conference or Hearing, or both, as above provided, the District will give due notice to the individual of the date, time and place of the Informal Conference or Hearing or both, as the case may be and as may have been requested by the individual.
5. When District Determines to Suspend Contract Employee:
- a. The Notice suspending the active service of the individual shall state, among other things, (1) that the continued employment of the individual may be harmful to students or to the District, (2) the reason or reasons why such conduct is harmful, (3) the date of such suspension, (4) that the suspension shall continue pending a Hearing, (5) whether the suspension is with or without pay, (6) that the individual has a right

to and may request an Informal Conference or Hearing or both, provided the request is received in writing by the District within fifteen (15) calendar days after the individual first receives the Notice of suspension, and (7) that in the event the suspension is without pay and is ultimately declared to have been improper and without just cause, all of the pay, benefits and active duty status which were withheld during the period of suspension shall be made available to the individual.

- b. If the individual does not request in writing an Informal Conference as above provided with respect to the suspension, the individual will be deemed to have waived and relinquished all right to an Informal Conference.
  - c. If the individual does not request in writing a Hearing as above provided with respect to the suspension, the individual will be deemed (1) to have agreed to such suspension, (2) to have waived and relinquished any and all claims that such suspension was improper and without just cause and (3) to have waived and relinquished all right to a Hearing. In such case, the Notice of suspension will serve as written notice by the Board of suspension and termination of the individual's employment contract as of the date of such suspension.
  - d. After timely receipt of the individual's request for an Informal Conference, or Hearing, or both, as above provided, the District will give due notice to the individual of the date, time and place of the Informal Conference or Hearing, or both, as the case may be and as may have been requested by the individual.
6. When District Determines to Place Contract Employee on Probation:
- a. The Notice placing an individual on probation shall state, among other things, (1) the reason or reasons for such probation, (2) the effective date of such probation and its duration, (3) the conditions of probation, (4) that the individual has a right to and may request an Informal Conference or Hearing, or both, provided the request is received in writing by the District within fifteen (15) calendar days after the individual first receives the Notice of probation.
  - b. If the individual does not request in writing an Informal Conference as above provided with respect to the probation, the individual will be deemed to have waived and relinquished all right to an Informal Conference.
  - c. If the individual does not request in writing a Hearing as above provided with respect to the probation, the individual will be deemed (1) to have agreed to such probation, (2) to have waived and relinquished any and all claims that such probation is improper and without just cause, and (3) to have waived and relinquished all right to a Hearing. In such case, the Notice of probation will serve as written notice by the Board of probation.
  - d. After timely receipt of the individual's request for an Informal Conference or Hearing, or both, as above provided, the District will give due notice to the individual of the date, time and place of the Informal Conference or Hearing or both, as the case may be and as may have been requested by the individual.
  - e. Pending satisfactory completion of the conditions of probation, the individual shall have the status of a Probationary Employee.
7. Non-renewal or Termination of Contract of Provisional Employees and Termination of Part-time, Temporary, Intermittent and Occasional Employees.



- a. As part of the personnel program and employment practices of this District, it is declared that no Provisional Employee is entitled to employment beyond the term of his or her contract and that no Provisional Employee may reasonably expect continued employment by the District in succeeding years. In the event the District determines not to renew the contract of a Provisional Employee, written notice of this determination will be given the Provisional Employee as early as may be reasonably practicable before the end of the then current school year.
- b. As a further part of the personnel program and employment practices of this District, it is declared that no Provisional Employee shall be entitled to any of the rights and benefits provided for contract Employees under this Termination Policy and Procedure and that for any of the reasons set forth above in Section C, a Provisional Employee's contract of employment with the District or the employment of part-time, temporary, intermittent or occasional employees may be terminated at any time upon reasonable notice being given by the District to such Provisional Employee and other employees.
- c. As a further part of the personnel program and employment practices of this District, it is declared that no part-time, temporary, intermittent or occasional employee of the District shall be entitled to any of the rights and benefits provided for Contract Employees under this Termination Policy and Procedure.
- d) Part-time, temporary, intermittent, or the occasional employee of the District are defined as "At-Will" Employees" and may be terminated at any time for any reason.

#### **E. Hearing Examiners**

1. After a proper request for Hearing has been received by the District as herein provided, the Board must either hold the Hearing itself or appoint a Hearing Examiner to conduct the Hearing.
2. The Board may appoint the Superintendent as Hearing Examiner or any other person as Hearing Examiner, who in the opinion of the Board, possesses the necessary qualifications to serve in that capacity.

#### **F. Hearings**

1. At all Hearings, after due notice and demand of the Contract Employee, he or she as well as the District, may be represented by legal counsel, produce witnesses and documentary evidence, hear testimony, cross-examine witnesses and examine documentary evidence and present argument.
2. The Hearings will be informal in nature and the rules of evidence as used in courts of law need not be strictly followed at the Hearings. The Presiding Officer of the Board or the Hearing Examiner, as the case may be, will be the presiding officer at the Hearing.
3. The Hearings shall be recorded and preserved in a manner that will assure accuracy and trustworthiness, such as by electronic tape recording. Stenographic recording is not required. The individual may, upon payment of costs, receive copies of the tape recording and transcription thereof, if any.
4. Where the Hearing has been held before a Hearing Examiner, and after the hearing has been concluded, the Hearing Examiner shall prepare proposed findings of fact and a decision, submit the same to the Board and cause copies thereof to be served by certified mail addressed to the Contract Employee's last known address as shown on the District's records.

The Hearing Examiner's proposed findings of fact and decision shall not be binding on the Board.

5. Where the Hearing is held before the Board, and after the Hearing has been concluded, the Board shall cause findings of fact and a decision to be prepared and copies thereof served by certified mail on the Contract Employee as above provided.

#### **G. Review and Appeal**

1. If the individual is not satisfied with the decision of the Hearing Examiner, he or she may request the Board to review such decision. The request for review must be in writing, addressed to the President of the Board and delivered to the District within ten (10) calendar days after the receipt by the individual of the decision of the Hearing Examiner. In connection with such review, the Board may, in its discretion, receive additional testimony, evidence or argument.
2. In the event no such request for review is received by the District as above provided, or where no Hearing has been requested or held, the Board will, nevertheless, after considering all of the circumstances, make findings of fact and render such decision as it deems fair and justified and in the interest of the District. A copy of such findings of fact and decision will be mailed by certified mail to the Contract Employee's last known address as shown on the District's records.
3. The decision of the Board referred to in subparagraphs F-5 and G-2 above, depending on whether the Hearing is conducted before the Board or a Hearing Examiner, or where no hearing has been requested or held, shall be final and no further hearings, conferences, reviews or reconsideration in the District or by the board concerning the matter will take place.
4. Nothing herein shall be construed to limit the right of either the Board or the individual to appeal to an appropriate court of law.

#### **H. Severability**

1. If any provision of this Termination Policy and Procedure or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Termination Policy and Procedure which can be given effect without the invalid provision or application, and to this end the provisions of this Termination Policy and Procedure are declared to be severable.

### **VII. ANTI-DISCRIMINATION GRIEVANCE PROCESS**

#### **A. Grievance Process**

1. Who may instigate a review of a grievance?
  - a. Any student, employee, parent, or patron of Murray City Schools that feels a violation of federal anti-discrimination legislation has occurred or is occurring.
2. How are grievance procedures to be instigated?
  - a. The aggrieved person or a complaining person(s) will contact by phone, in person, or by mail, the principal of the school which appears to the aggrieved to be most directly involved with the grievance.

- b. In the event it appears the violation is a district level matter, the grievance procedure may be instigated in the above named ways, or the aggrieved person may contact the district committee chairperson or vice-chairperson and state the grievance(s).
3. How will the grievances be handled?
- a. When a grievance complaint is received, the complainant may file a written report of the grievance or may elect to ask for a review hearing of the appropriate level committee at which they can appear in person.
  - b. Grievance report forms are to be available at all school offices. In the event the complainant made contact by mail or phone, a copy of the form is to be sent to the complainant.
  - c. A written record of any complaint is to be made indicating date, persons, and issues involved and listing the date on which a grievance form was sent to the complainant.
  - d. The principal of the school receiving the complaint or the member of the district committee receiving the complaint will be responsible for following up on each mailed grievance form to see if the complainant desires to follow up on the alleged grievance.
  - e. The principal or appropriate district person will interview the complainant and receive the completed grievance form.
  - f. Following the interview the school or district staff member will notify the chairperson of the appropriate level committee that a grievance has been reported. The written form, if filed, will be forwarded to the chairperson notified.
  - g. When the committee chairperson is notified, he will establish a mutually agreeable time with the complainant to hear the grievance. The total committee will then be notified relative to the grievance hearing.
4. How will Grievance Hearings be conducted?
- a. No prescribed order of business will be placed upon a committee--however, all care should be exercised that fairness and equality be exercised by the committee.
  - b. The chairperson will preside over the meeting or in his absence the designated vice-chairperson may preside and conduct the meeting.
  - c. Reasonable rules of order and decorum shall be established by the committee to govern all hearings and meetings.
  - d. A majority vote of those present, when a quorum is constituted, will suffice to render a decision. The minority vote may elect to file a report explaining their dissent.
  - e. The verdict of the reviewing committee will be tendered to the complainant in writing.
  - f. Copies of the written minutes of the hearing will be kept in the committee files for a least three years. A duplicate copy will be sent to the district committee for review and filing at that level.
5. Is there an appeal process?

- a. If the complainant is dissatisfied with the ruling of the elementary or secondary committee, they may appeal to the district committee for a hearing. The decision of the district committee may be appealed to the Board of Education who will have final district authority in such matters.
  - b. The district committee in reviewing an appeal may accept or reject it by a majority vote.
  - c. If an appeal is accepted, the district committee will follow above designated guidelines in their review process.
  - d. An appeal to the district level will be addressed to the chairperson of said committee.
  - e. Records of such appeals shall be kept in the files of the instigating level committee and in the files of the district committee.
6. If a grievance is found valid, what actions will be taken?
- a. If a grievance is judged valid by the committee hearing, the committee, as part of the hearing procedures, will recommend remedial processes to correct it. The corrective steps will be part of the written records of the committee and copies will be sent to the complainant, as well as the district committee. When full compliance has been achieved, notification of such will be sent to the complainant and the district. Written notation of the fact will be added to the original record of the grievance hearing.

## VIII. EQUAL OPPORTUNITY POLICY

- A. Equal Opportunity Policy** -- It is the policy of the Murray City Board of Education not to discriminate in its educational programs, activities, and employment practices. Neither does the Board policy advocate, permit, or practice discrimination on the basis of race, creed, handicap, age, color, national origin, religion, sex or any other condition as required under Section 504 of the Rehabilitation Act of 1973, Title IX, or various other state and federal laws.

## IX. LEAVES

- A. Leaves of Absence** -- Leaves of absence shall not be granted except under approval of the Board.
- B. Military Leave** -- An employee who is a member of an organized United States Army, Navy, Air Force, or Marine Reserve shall be allowed leave of absence not to exceed ten (10) working days per year to attend annual encampment or other duties in connection with reserve training requirements under the following conditions:
  - 1. If the unit(s) require such training to be taken during the employee's normal work year.
  - 2. No employee will receive less than his pro-rated salary amount during such leave. If the military salary is equal to or greater than his district salary, the employee will receive no remuneration from the district. If the military salary is less, then the district will make up the difference so that the employee does not suffer a salary loss while on military leave.
  - 3. The principal will direct the employee regarding his/her responsibilities to the substitute so that a smooth transition will take place during the absence of the employee on military leave.
  - 4. Military leave will be granted only on the basis of official military orders which must be filed with the Director of Personnel.

**C. Jury Duty Leave**

1. Jury Duty -- In the event that an employee is called on jury duty, he should immediately notify his immediate supervisor. The employee will be excused to act as a juror without loss of pay by endorsing any compensation check over to the Board.
2. Witness in Court -- Employees called as witnesses by the Court will be excused upon approval of the Board of Education.

**D. Leave of Absence for Marriage** -- Employees will be granted a leave of absence for personal marriage of one paid day and the option to use four school days at one-half of their regular salary. Employees will be granted a paid, one day leave of absence for the marriage of a son or daughter.

**E. Personal Leave for Contract Employees**

1. A principal may, in his discretion, excuse an employee from regular assignment for a period not to exceed one-half day provided the employee's assignment can be covered by other employees and no substitute is hired.
2. Each contracted employee will be allowed two (2) days of personal leave hours each year. Contracted employees with ten (10) or more cumulative years of employment as a contract employee in the Murray City School District (11 years and on) shall be entitled to one (1) additional day of personal leave hours.

Except in the case of emergencies, written notice to the principal, or his designee, shall be made on the temporary leave form at least one day before such leave is to be taken. No more than ten percent of the employees in a given school will be allowed fewer than two. Exceptions may be approved by the Superintendent.

Each school year, personal leave is not to be used either the first or the last five (5) days students are in school.

3. Contract employees who do not use any personal leave during the contract year will be paid a \$75 stipend on the last paycheck of that contract year.
4. In emergency situations the Board or the Superintendent may extend temporary leave to an employee for a longer period; however, the cost to be deducted will be the same.
5. During each contract year, each employee shall be allowed two days of paid leave for the purpose of adopting a child.

**F. Paid Time Off (PTO) for Hourly Employees**

Hourly employees who have three (3) or more current consecutive years of service in the district will receive one week's worth of PTO. An employee may accumulate a maximum of two (2) years PTO. Payment of PTO will be at eighty percent (80) of the employee's regular rate.

An hourly employee who has worked five (5) years of more and develops a serious illness may apply to the Superintendent for extended PTO, not to exceed fifteen (15) days. Employees may only use this extended PTO benefit once every five (5) years.

**G. Association Leave**

The Board will authorize some days with pay to be used by the Association for the purposes of its officers to attend association activities that promote educational benefits for students, ESP employees, teachers, and administration.

All requests for Association release time must be made in writing by the Association president or designee to the Superintendent or designee, who has the exclusive power of authorizing and allocating Association release time.

No Association business will be conducted on District time without prior approval listed above.

## **X. SICK LEAVE AND BEREAVEMENT**

- A. The Board of Education of the Murray City School District is interested in the health of the children and of the employees of the Murray City School District. Accordingly, employees shall be entitled to absence from their assignments because of illness or bereavement in accordance with this policy statement.
- B. Contracted salaried employees who work on a continuing basis twenty hours or more per week shall be entitled to absence with pay from their duties with the District because of illness or bereavement as hereinafter set forth, provided that such absence shall be in addition to leave of absence from duty granted for other reasons and shall relate to absence during the contract year and shall not relate to succeeding contract years except as expressly provided.
- C. Illness, mental or physical and injuries, which precludes the employee from carrying out their regularly assigned duties.
- D. Illness or death of a member of the employee's immediate family--the immediate family is considered to be spouse, children, father, mother, brothers, sisters, grandparents, grandchildren, or the same relatives of one's spouse. The superintendent may, in extraordinary cases of illness, injury or bereavement include other family members or close friends.
- E. Contracted salaried employees with less than three consecutive school years of service with the District shall be allowed five (5) days of sick leave hours per year. An employee may accumulate a maximum of three (3) years of sick leave allocation.

- 1. After an employee has used their entire accumulated "full pay" of sick leave, they shall be entitled to receive one-half (1/2) pay upon providing a doctor's statement as to the employee's condition. The Board reserves the right to require a second opinion by a district physician.

The reduced sick leave benefit shall be available to an employee for a period of ten (10) days. After a period of ten (10) additional cumulative days the employee will receive sick leave without pay.

- 2. Leave with pay taken by an employee because of illness of a member of the employee's immediate family may not exceed five days on any contract year.
- 3. Employees that serve for periods less than the contract year shall be entitled to the above provided sick leave in ratio to the number of days served to the days of service required for that contract year.

This ration shall be computed at the rate of one-half day for each month of service not to exceed a total of five days.

Any sick leave adjustment in salary will be made at the end of six months of employment or at the time of termination, whichever occurs first.

- F. Contracted salaried employees with three years or more of consecutive service shall be allowed the following sick leave:

1. Sick leave at full pay throughout the contract year without limit.
2. In the event an employee's illness extends beyond the contract year, their right to pay during their illness shall cease at the end of the contract year until such time as they regains their health and resumes full service in their regular assignment in the District for at least thirty consecutive working days of that contract year.
3. Sick leave taken because of illness of any member of an employee's immediate family may not exceed five days in any one contract year.
4. Contracted employees shall be allowed up to five (5) days of bereavement for each case of bereavement.

\*"Immediate family" is defined in X D.

- G. Before approval of sick leave or PTO, based on an employee's illness or injury, for more than five days, the Board may require an employee to submit to it a doctor's statement as to the employee's physical condition.
- H. In the event that an employee requests sick leave at more than normal frequency, as determined by the Board, the Board may require a doctor's statement as to the employee's physical condition without regard to the number of days of sick leave claimed at any one time.
- I. If an employee has a question or feels they have a special problem relating to the interpretation of this policy, they may appeal directly to the Board of Education.
- J. The sick and bereavement policy as above set forth will be funded in full provided the total yearly salaries for ESP substitute for the above described absences do not exceed the base amount which equals the number of full time equivalent ESP employees covered under the policy, multiplied by the maximum daily pay rate of ESP employee substitutes, multiplied by a factor of 4.2, plus 5% of the product.
- K. If this amount is exceeded in any one school year, the cost of the excess will be charged to all absentees for sick leave and bereavement in proportion to the salary paid them during such absences that fiscal year. At the end of any fiscal year, an evaluation shall be made of the formula to determine if the base amount is sufficient to provide compensation under the above provisions.
- L. If custodians are absent due to their illness or because of death in the custodian's immediate family or a close association, they qualify for regular sick leave. If a custodian comes back and completes their work in the evening, their sick leave will be charged as one-half day. In all cases custodians absent must be excused by the principal.

## **XI. VACATION TIME**

- A. **Vacation** -- All twelve month, full-time personnel are entitled to vacation time with full pay according to the following schedule:

1 through 5 years	= 10 days
6 through 9 years	= 12 days
10 through 15 years	= 15 days
16 years and over	= 18 days

Twelve month employees will be allowed to carry over up to twelve (12) days unused vacation days into the following fiscal year. Vacation days may accrue to a maximum of 30. All use of vacation shall be coordinated through the employee's supervisor and building/program administrator.

In no case will more than one year's accrual of vacation days be paid upon termination or retirement.

Vacation time for less than one year will be prorated.

## **XII. OVERTIME AND COMPENSATORY TIME**

- A. All ESP employees who are required to work more than 40 hours per week will be compensated at a rate of time and one-half. The work week for ESP employees will run from 12:01 a.m. on Saturday through 11:59 p.m. on Friday.

- 1. ESP employees asked to return to work after regularly scheduled hours shall be compensated from portal-to-portal and shall be compensated for a minimum of two hours for each emergency response.

- B. The general procedure of the Murray School District will be to allow 1 ½ hours of compensatory time for every hour worked above 40 hours per week.

Working beyond the regularly scheduled hours must be approved by the appropriate administrator or supervisor. Scheduling of taking compensatory time off will be by mutual agreement between the employee and their immediate supervisor. If an agreement cannot be reached between the employee and the appropriate administrator supervisor, the issue may be appealed to the Director of Personnel for a decision by an impartial person.

Approved compensation time above the maximum accrual of 40 hours will be paid at the fiscal year end on the June 30 payroll.

- C. Employees who are required to work on a legal holiday that is not a regular scheduled workday, will be compensated at a rate of time and one-half.
- D. Comp time may be accumulated to a maximum unused balance of 40 hours. The district acknowledges there may be exceptions to this due to emergencies such as snow removal, building issues, etc.
- E. Within a given work week, vacation, personal leave or sick leave hours will not be reduced due to excess hours worked within the same week. Comp time generated in these situations will be calculated at straight time until forty (40) hours have actually been worked.

## **XIII. HEALTH INSURANCE**

- A. The Board will provide a hospitalization, surgical, surgical assistants, extended coverage and catastrophic illness insurance program for full-time contract employees who work on a continuing basis thirty hours or more per week and are paid on a monthly basis.
- B. Beginning September 1, 2001, new contract employees who are eligible to participate in the health insurance program offered by the district will pay a pro-rated portion of the cost of the insurance premium based upon the number of hours worked per week.

## **XIV. PHYSICALS**



- A. **Physicals** -- The yearly physical examination required by law for bus drivers will be paid by the Board. This physical examination will be given by a doctor designated by the Board.
- B. **Tuberculin Test** -- According to State Law, it is mandatory that all new employees (principals, teachers, custodial, lunch workers, maintenance workers, bus drivers, secretarial) all special service personnel, and all personnel in the district office, with the exception of custodial people hired after school hours, must obtain a test for tuberculosis within two weeks of date of employment. Persons who have a positive reaction to the tuberculin skin test will be required to have a chest x-ray each year.

**XV. HOLIDAYS**

- A. **Holidays** -- Regular salaried full-time employees are entitled to the following holidays: July 4, July 24, Labor Day, Thanksgiving Recess, Christmas Day, New Years Day, Presidents Day, Easter Recess, Memorial Day, and other days designated by the superintendent. When such holidays fall on Saturday or Sunday, the provisions of the law shall apply.

**XVI. PROMOTIONS and VACANCIES**

- A. **Promotion Policy** – An ESP employee who is promoted to a higher position will be placed on the appropriate step of the salary schedule. Placement shall be made by moving to the appropriate pay grade at the next highest hourly rate over the employee’s current rate of pay plus one step.

An employee who is promoted to a higher position shall be given a trial period of sixty (60) days. During this sixty (60) day period, the promotion shall be nullified if either the district or the employee requests it, in which case the employee shall be returned to a comparable position, if available.

- B. **Posting of Vacancies**

During the school year, listings of all contracted vacancies will be posted in the schools and departments at least ten working days prior to the closing of the vacancy. Hourly vacancies will be posted at least one week in all schools. The vacancy lists shall be posted on a bulletin board or in some other appropriate place in each school or department. During the summer months, employees who work in the schools can check on vacancies by calling the personnel office.

- C. **Promotions**

All employees may apply for promotion to a position which has been posted.

- D. **Qualifications**

Qualifications being equal, district employees will be given consideration over **outside applicants**.

- E. **Process**

The process of promoting a contract employee will involve at least two administrators and/or supervisors.

**XVII. RETIREMENT**

- A. **Retirement - Age: up to 67** – Retirement is defined as retiring from the Utah Retirement Systems. An employee that has retired previously under the URS will not qualify for Murray City School District retirement benefits. Full time contract employees who retire up to age 67 shall be

eligible for District retirement benefits determined on the following basis unless dismissed for cause:

1. In order to receive full retirement benefits, a full time contract employee must work fifteen (15) school years preceding retirement. In order for a full time contract employee to receive one-half the benefits, he would be required to work ten (10) school years preceding retirement.
2. One-half (½) of one (1%) percent of the final base salary times the number of years of full time service, in the District, up to a maximum of thirty (30) years.
3. The above fifteen (15) years and ten (10) years requirement shall be deemed to refer to cumulative and not consecutive years for the purpose of the Board's Retirement Plan.
4. Any employee wishing to retire early must make application to the Superintendent of Schools by April 1<sup>st</sup> of the year he elects to retire.

**B. Employment after September 1, 1988**

Any person hired after September 1, 1988 will not receive health benefits after retirement.

**C. Purchase of Insurance**

Contract ESP employees may purchase insurance for three (3) years at full retiree cost through the district after they retire. These three years are the three years immediately following retirement. The retiree must have a minimum of fifteen (15) years' service in the Murray City School District to qualify.

**XVIII. LIFETIME INSURANCE BENEFIT**

**Employees retiring on or before July 1, 2006**

An eligible employee retiring on or before July 1, 2006, will have a choice to maintain a Medicare supplement plan for himself/herself and his/her spouse or receive a one-time \$15,091 contribution to his/her 401K. "Spouse" is defined as the employee's spouse at the time of retirement. Coverage under the Medicare supplement plan will end for both the employee and spouse at the death of the employee.

In order to receive the Medicare supplement plan, an employee must be at least age 62 at the time of retirement.

**Employees retiring after July 1, 2006**

An eligible employee retiring after July 1, 2006 will receive a one-time contribution to his/her 401K plan in the amount of \$15,091. The contribution can be made to the 401K plan at any time once the employee is eligible for retirement according to the Utah State Retirement System.

On July 1, 2004, the \$15,091 will be allocated to the employee and interest added until such time that the employee is eligible for retirement. Interest will be added on June 30<sup>th</sup> of each year based on the average interest rate the district earned from the Public Treasurer's Investment Fund.

When the employee becomes eligible for retirement, the employee will request in writing the District to make the contribution to his/her 401K plan. Upon receipt of the request, the District will send the \$15,091 and any accumulated interest to the State 401K plan on the employee's behalf.

Any eligible employee leaving the District before he/she qualifies for retirement will forfeit his/her right to the \$15,091 and any accumulated interest

**XIX. ESP EMPLOYEE GRIEVANCE PROCEDURE**

The purpose of this procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to problems which may arise.

- I. Definition: Grievance shall mean a complaint by any ESP employee.
- II. Procedure: All grievances shall be resolved in accordance with the following procedure:
  - A. Step One: Oral Grievance
    1. Informal Discussion: The employee with a grievance must first attempt to resolve it informally by discussing the issue with his/her immediate supervisor within 15 school days after the employee becomes aware of the act or condition upon which the grievance is based.
    2. Supervisor's Response: The supervisor shall have up to five school days after learning of the grievance to consider the matter and give his/her answer orally to the employee.
  - B. Step Two: Written Grievance
    1. If the grievance is not resolved informally in Step One, the employee may file the grievance with his/her immediate supervisor in writing.
    2. Requirements: The written grievance shall describe the nature of the grievance and the circumstances that lead to the grievance. It shall also state the specific remedy requested to resolve the grievance.
    3. Supervisor's Response: Within 5 school days after receipt of the written grievance, the supervisor shall meet with the employee in an effort to resolve the grievance. The supervisor shall indicate his disposition of the grievance in writing within 5 school days after such meeting, and shall furnish a copy thereof to the employee.
    4. NOTE: The specified time limits on both the employee and the supervisor may be extended if mutually agreed to by the district and the employee/association. Upon request of the employee, an association representative may act in behalf of the employee at any time beyond Step One.
  - C. Step Three: Appeal of Written Grievance
    1. If no mutually agreeable settlement is reached in step two, the employee may submit a copy of the written grievance to the superintendent within five school days after receiving the answer in Step Two requesting that the immediate supervisor's decision be reviewed by the superintendent's office.
    2. Superintendent's Investigation: The superintendent shall investigate the case, request all pertinent facts, and meet with the employee within five working days after receiving the written appeal, to try to resolve the grievance.
    3. Decision: The superintendent shall make a decision within five working days after the step three grievance meeting and communicate the decision in writing to the parties concerned.
  - D. Step Four: Board of Education Hearing
    1. In the event that no mutually agreeable settlement is reached in the foregoing procedure, the association may file a petition in the superintendent's office requesting that the matter be referred to a hearing by the Board of Education. This petition must be filed within 5 school

days after receiving the decision in step three. The specified time limit may be extended, if justified, and mutually agreed to by both parties.

2. **Hearing:** The Board of Education shall establish a hearing within 30 working days after receipt of notice of referral. The decision of the Board shall be submitted in writing to all parties within 20 working days after the close of the hearing unless the parties agree to an extension. The Board's decision shall be binding on all parties of the grievance, provided the Board in its decision does not exceed its authority as established in the law.
3. **Rules of Evidence:** In the hearing, the parties involved may not present or rely on any evidence, material, allegation, or remedy that was not presented in Steps One through Three. In the event new evidence is discovered which might have bearing on the grievance, the grievance will return to step two.
4. Nothing herein shall be construed to limit the right of the employee to appeal the Board's decision to an appropriate court of law.

### III. Meetings and Representation:

- A. **Scheduling:** Meetings held under this procedure shall be conducted at times and places which will afford a fair and reasonable opportunity for all necessary persons, including witnesses, to attend. Such meetings shall be conducted during non-working hours unless there is mutual agreement for other arrangements.
- B. **Right to Representation:** In any grievance meeting, all of the parties directly involved shall have the right to be accompanied, advised, and/or represented by a person of their own choosing.

## APPENDIX

### **I. RESPONSIBILITIES FOR SUPPLIES AND EQUIPMENT**

**A. Principal Responsibilities** -- The principal is responsible for textbooks, equipment and supplies furnished his school. He shall keep a careful record of the distribution. Articles lost, damaged, or misused should be paid for by the individual causing the loss or damage.

**B. Employees to Use School Equipment** -- Employees are expected to use supplies and equipment furnished by the Board.

If an employee brings their own private materials or equipment for their own use, they do so at their own risk.

**C. Money in Classrooms** -- Employees shall not leave money of any amount in their rooms overnight. Desks, cupboards, and doors are to remain unlocked. Bookstores, laboratories and other special storage spaces may be locked. All money must be checked into the principal each day.