

Granite School District  
Employment Handbook for Office Professionals

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GRANITE SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND  
THE OFFICE PROFESSIONALS OF  
GRANITE SCHOOL DISTRICT**

**Includes  
All Revisions  
Adopted by  
the Board through  
XXXXX, 2003**

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## MEMORANDUM OF UNDERSTANDING

### A. Introduction

In a public meeting on February 4, 1974, the Granite District Board of Education recognized the Granite Association of Educational Secretaries (GAES) as a separate employee organization with exclusive right to represent the secretaries of the district. On October 3, 1989 the Board approved a requested name change to Granite Association of Educational Office Personnel (GAEOP). On June 15, 1993 the Board approved a modification to a requested name change to Granite Association of Educational Office Professionals. Representatives of GAEOP meet and confer periodically with representatives of the superintendent and the board regarding terms of employment, working conditions, salaries and fringe benefits for secretaries in the district. It is not the intent of the board or GAEOP to enter into formal collective bargaining, but to exchange information and points of view, and to find solutions to problems of mutual concern. This memorandum of understanding is a step in the development of good communications and professional practices for secretaries within the school system.

## B. Definitions

1. **Secretary** means all employees with the following job titles paid from the secretary salary schedule:
  - Attendance Secretary
  - Cope Secretary
  - General Office/Receptionist
  - Main Office Secretary
  - Media Center Secretary
  - Coordinator Secretary
  - Counseling Secretary Jr. High School
  - Registrar Senior High School
  - Curriculum Department Secretary
  - Administrative Secretary I
  - Finance Secretary Junior High School
  - Counseling Secretary High School
  - DO Department Secretary
  - Administrative Secretary II
  - Finance Secretary Senior High School
  - Principal's Secretary
  - Administrative Secretary III

New job titles in these areas may be reviewed with representatives of the GAEOP before they are categorized as secretarial assignments. For the purpose of this memorandum and of any board policies and regulations relating to secretaries, the term secretary shall apply only to full-time secretaries, unless the term part-time or temporary secretary is specifically inserted so that a given provision applies to them.

2. **Regular Full-Time Secretary** means all secretaries working eight hours a day in a contract assignment who have successfully completed one continuous year of contract employment in the district. Regular full-time secretaries are eligible for fringe benefits.

3. **Intern Secretary** means all secretaries working eight hours a day in a contract assignment who have completed less than one continuous year of contract employment in the district. Intern secretaries are eligible for fringe benefits. Intern secretaries are on probation and have no right or expectation of continuing employment.
4. **General Office** means an hourly employee who normally works less than eight hours a day with a "Regular Full Time" secretary and is not eligible for fringe benefits.
5. **Part-Time Secretary** means a secretary who normally works less than eight hours a day independent of a "Regular Full Time" secretary and is not eligible for fringe benefits.
6. **Temporary Secretary** means all secretaries who are hired for a short period of time and are not eligible for fringe benefits.
7. **Immediate Supervisor** means the principal or other administrator or middle management supervisor under whose direction the secretary carries out daily responsibilities.
8. **Seniority:** There shall be two types of seniority - seniority in the district and seniority in a particular school or location.
  - Seniority of either kind shall be determined by length of continuous service in a contract position.
  - Seniority shall accrue from the day on which the secretary first reports for work in a contract assignment.

## C. Rights and Responsibilities of Secretaries

The secretary agrees to perform all job assignments under the direction of the immediate supervisor.

The secretary agrees to follow all rules and policies for secretaries, including those contained in the memorandum and others

consistent with it. Acts in violation of such rules and policies may subject the secretary to discipline or dismissal.

If a secretary ever feels that the administration has violated, misinterpreted or misapplied any of the provisions of this memorandum of understanding, or any board of education policies relating to the terms and conditions of the secretary's employment, the secretary has the right to follow the procedures outlined herein for the resolution of problems involving secretaries. (See Section K.)

#### **D. Sick Leave**

Full-time secretaries are eligible for sick leave benefits.

**Regular sick leave** is to be taken only for one's own illness, accident or recuperation from the same. It is the personal responsibility of every secretary to use sick leave only for the purpose intended. Any proven misuse thereof would be considered unethical, unprofessional and in violation of this memorandum of understanding.

**Reporting:** The secretary **must report to his/her immediate supervisor at the beginning of each day when absence is requested and required.** Exceptions to this requirement:

- 1. Extended illness or injury.** The daily report is not required beyond the first report. Supervisor will establish proper progressive reports.
- 2. Secretary is incapacitated.** Notification by family or friend in lieu of the secretary.
- 3. Immediate supervisor not available.** Message may be relayed through the immediate supervisor's secretary or another responsible employee.

**Recuperation:** Recuperation from accident or illness while on sick leave status must be in compliance with the doctor's prescribed

plan. Secretaries are not on vacation and should not do anything that could worsen or delay the healing process. Any variation from rest and limited activity must be approved by a doctor.

**Special Use of Sick Leave:** Special use of sick leave may be granted by the principal or supervisor in the event of serious illness or injury, to any of the following members of the employee's family: husband, wife, father, father-in-law, mother, mother-in-law, daughter, daughter-in-law, son, son-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparents, or any other person who is a permanent member of the same household as the secretary.

The principal/supervisor may approve up to 10 days in any one contract year. Any additional days, beyond 10, must be reviewed and approved by the superintendent.

**Proper Use Examples:** The following examples should serve as guidelines when the supervisor approves or disapproves special use of sick leave. When possible, supervisors should check with the Human Resources Office for clarification of District practice before approving special use of sick leave not covered by these examples.

Approved for special use of sick leave.

- Admitting or discharging family members to or from the hospital (usually one-half day maximum).
- Being present at a medical facility while family member is having surgery performed (usually one day maximum).
- Attending to family member emergency medical problem until nursing care or other arrangements can be scheduled.

**NOTE: A secretary has the obligation to prearrange for child care or nursing care; otherwise, vacation, personal leave, compensatory time or leave without pay shall be used.**

**Special Use of Sick Leave for Death.** Special use of sick leave may be granted by the principal or supervisor in the event of death of any of the following members of the secretary's family: husband, wife, father, father-in-law, mother, mother-in-law, daughter, daughter-in-law, son, son-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparents, or any other person who is a permanent member of the same household as the secretary.

In the event of the death of a secretary's immediate family member, contract secretaries may be granted up to 5 days of special use of sick leave by the principal/supervisor. Special use of sick leave is deducted from the employee's accumulated sick leave. The five day maximum applies to each immediate family death occurrence.

Sick leave will accrue at the rate of 1.1 days per contract month. There is no maximum on the number of unused sick leave days which can be accrued.

The district reserves the right to require verification of any illness or disability any time a secretary is absent from work. If after 10 consecutive work days of absence such verification has not already been requested by the district, the secretary must at that point obtain a statement from a licensed medical doctor or osteopathic physician attesting to the illness or disability involved. This medical report must be given to the secretary's immediate supervisor with a copy to the Human Resources Office. The doctor's report must include detail of illness or disability, prognosis for recovery, and estimated date when secretary should be physically able to return to work. Failure to provide such a report from the doctor will result in leave without pay for the secretary with possible dismissal.

1. **Doctor's Report:** The doctor's report must include:

- Specific diagnosis of illness or injury;
- Prognosis for recovery;

- Estimated date when the secretary should be physically able to return to work.

2. **Diagnosis and Functional Limitation Forms:** For the secretary's convenience, a Diagnosis and Functional Limitation Form is available from a supervisor or the Human Resources Office. This form should be used whenever possible.
3. **Doctor's Release:** When a secretary's absence requires medical verification, **the secretary must furnish a medical release** to the immediate supervisor when reporting back to work.

#### E. Disability Benefits - Short Term

**Eligibility:** Regular contract secretaries are eligible for short-term disability benefits in case of physical or mental disability which extends beyond the secretary's accumulated sick leave.

**Definition:** Disability shall be defined as the inability of the insured secretary, as the result of extended physical or mental illness, to perform duties pertaining to their regular job. Secretaries may be required to perform other duties, if physically or mentally able to do so, at the discretion of the District and the secretary's doctor. Secretaries so required to perform other duties will be paid at their regular rate of pay; however, days worked at another assignment will be counted as short-term disability days toward the maximum 120 days. Prospects for recuperation shall not be grounds for denial of short-term disability benefits.

**Pre-Existing Conditions:** The short-term disability program does not provide coverage for any disability resulting from or related to a pre-existing condition (i.e., a condition which has been excluded from coverage under the District's medical insurance program).

**Beginning Date of Short-Term Disability Benefits:** Short-term disability benefits will be paid only after all accrued sick leave days and all accrued vacation days have been used, and after a

waiting period without pay. The length of the waiting period without pay depends upon the number of unused sick leave and vacation days the employee is able to apply to the illness involved. Secretaries may reduce the length of the waiting period without pay by saving up unused sick leave days for use in case of an extended illness. The length of the waiting period without pay shall be determined by the following formula:

Sick leave and vacation days applied to this illness	Waiting period or contract days without pay*
0-5.9	10
6-10.9	8
11-15.9	6
16-20.9	4
21-40.9	2
41 or more	0

\*Must be applied to same illness during period immediately preceding beginning date of waiting period.

**Amount of Payment:** The payment to the secretary shall be 80% of salary not to exceed a period of six calendar months. Benefits will only be paid for days within that six month period designated by the Board as working days for the secretary’s job classification.

**Maximum Benefit:** Short-term disability benefits shall not exceed 120 days in any five-year period.

**Verification:** No payment shall be made for any period of disability in which the secretary is not under the regular care and attendance of a physician. The District reserves the right to have a physician of its own choice examine the insured secretary if medical records submitted are not sufficient. Benefits may be denied by the District upon recommendation of a District-appointed physician. Any disputes between the District’s doctor and the secretary’s doctor will be resolved by mutually requesting a third doctor’s recommendation.

**Rehabilitation:** If the secretary’s prospect for recovery to perform one’s regular job is in question, then rehabilitation of the secretary

into other employment areas should be considered and when possible implemented. Either the long-term disability insurance carrier or a licensed rehabilitation counselor will evaluate the secretary and design a rehabilitation plan, including such areas as course work, on-the-job training, and other employment.

**Application for benefits: Written application for short-term disability benefits (including doctor’s statement) must be submitted to the Human Resources Office on approved forms no later than thirty calendar days after the first date of the waiting period.** Short-term disability forms (including doctor’s statement) must also be submitted by the secretary or her designee each month during an extended illness in order to prevent suspension of benefit payments.

**Suspension of Benefits:** Short-term disability benefits may be suspended for the period of time in which the secretary fails to make required written application. **Benefit payments shall not be retroactive for the period of time the secretary failed to make timely written application as required above.**

**Termination of Benefits:** Short-term disability benefits shall terminate as soon as the secretary is well enough to return to work, or when the secretary becomes eligible for benefits under any state or federal program, or when the secretary becomes eligible for Granite District’s long-term disability benefits.

**Employment Status:** Secretaries on short-term disability:

- do not accrue sick leave
- do not accrue vacation
- are covered by medical and life insurance programs

## F. Disability Plan - Long Term

**Benefit:** A long-term disability plan has been established by the Board and the Association in the event a secretary incurs a long-term or permanent injury or disease. The plan replaces a portion of wages (usually 2/3) if the secretary cannot perform the material duties of the job. (See the LTD plan document for details.)

**Eligibility:** All contract secretarial employees.

**Participation:** All contract secretaries will be covered without enrollment on the first day actively at work as a contract employee. The District will pay the total monthly premium.

## **G. Personal Leave**

**Annual Limits:** Personal leave may be granted to each contract secretarial employee of the District.

**Non-Vacation Employees:** Non-vacation contract secretaries may be granted up to two personal leave days annually with full pay at the discretion of the employee. Employees who do not choose to use personal leave days will receive 35 percent of the employee's daily rate of pay for each unused day. This payment will be processed during the first two weeks of July each year.

**Vacation Employees:** Secretarial employees who are eligible for vacation days (12 month contract) may be granted one personal leave day annually with full pay at the discretion of the employee. Employees who do not choose to use their personal leave day will receive 35 percent of the employee's daily rate of pay for the unused day. This payment will be processed during the first two weeks of July each year.

Personal leave may be used in four-hour blocks of time.

### **Limitations:**

- Personal leave is not to be used for other employment and is not cumulative.
- Limitations will be placed by the principal/supervisor on the number of employees who can take personal leave on a given day. Such limits may be necessary based on work schedule and substitute availability if required.
- Personal leave will not be granted in connection with any form of job action or work stoppage.

- Personal leave should not be taken the day before or after a school holiday (weekdays when school is not in session for students) or during the first or last five days of school. Exceptions must have the prior approval of the school principal/supervisor.

### **Requirements:**

- Requests for personal leave must be requested on the applicable personal leave form, which requires approval by the employee's immediate principal/supervisor. Whenever possible, a minimum of one day notice (24 hours) must be given to the principal/supervisor before taking personal leave, except in case of emergency.

## **H. Extended Disability**

Secretaries shall be granted leave for extended disability according to the provision of Administrative Memoranda 65.

## **I. Association Conference Leave**

Upon request, the district may authorize the necessary time or a limited number of days of leave with pay to allow GAEOP officers and other secretaries to perform duties associated with association responsibilities (resolution of concerns, hearings, salary and benefits discussions, etc.) and to attend various workshops, conferences, or conventions deemed vital to the interests and concerns of GAEOP and which has a potential benefit to Granite School District.

All requests for association conference leave must be endorsed by the GAEOP president and submitted in writing to the secretary's immediate supervisor. The approval of the secretary's immediate supervisor and the appropriate assistant superintendent is required. Records shall be kept by the assistant superintendent and by the GAEOP of all days used in order to facilitate evaluation and control of this program.

NOTE: No association business will be conducted on District time without prior approval.

## J. Vacation Benefits

District vacation policy permits all full-time secretaries working twelve month contracts to receive an annual vacation. This vacation may be taken during any month of the year if the days selected are entirely acceptable and approved by each secretary's immediate supervisor.

**Vacation Accrual:** Vacation accrues monthly and the rate is dependent upon District seniority:

Years of Continuous and Current Contract Employment	Vacation Accrual Per Month	Total Annual Days	Maximum Allowable Accumulation
Beginning 1st yr-5th yr	.84 days	10	16
Beginning 6th yr-9th yr	1.00	12	19
Beginning 10th yr-12th yr	1.34	16	26
Beginning 13th yr-17th yr	1.59	19	30
Beginning 18th yr - and after	1.67	20	30

Non-vacation secretaries who have been employed by the District for 10 consecutive years, upon transferring to a 12-month contract position will be allowed 3 vacation days to be deducted from future vacation accrual.

Secretaries will be allowed to accumulate to the above maximums, and will not earn additional vacation until they have used some days and fallen below that total. There will not be an annual cutoff date.

Because vacation is an "accrued asset" and rightfully belongs to the secretary, any unused balance upon termination will be paid within the following restrictions:

- Total days paid may not exceed the secretary's annual total days.
- Total payments including the amount paid for vacation may not exceed the total earnings encumbered for that year.

Every secretary will have the individual option of using current vacation or carrying a reserve balance for emergencies or travel purposes. The Board of Education, however, believes that an annual vacation is important and necessary for the well being of each secretary. Therefore, secretaries are encouraged to use their full vacation each year.

Any secretary who has earned vacation while working as a twelve month employee and is then changed to another status will be entitled to the full use of those days earned or payment subject to the limitation stated above.

Any full-time secretary who has been working in a 9, 9.5, 10 or 10.5 month position and is transferred into a 12 month position will be granted seniority on the vacation schedule for the purpose of vacation accrual.

## K. Resolution of Concerns Involving Secretaries

It is the intent of the District and GAEOP to attempt to resolve concerns and find solutions to problems when differences of opinion or interpretation arise between a secretary and the administration.

### STEP ONE -- Informal Discussion

1. The secretary with the concern shall make every effort to resolve the matter by discussing it personally with the immediate supervisor, within **ten (10) calendar days** after the secretary becomes aware of the condition upon which the concern is based.

2. The supervisor/administrator shall have up to **ten (10) calendar days** after learning of the concern to consider the matter and give an answer to the secretary.

#### **STEP TWO -- Written Concern**

1. If informal discussions with the immediate supervisor/administrator do not resolve the situation, the secretary shall present the problem in writing to the immediate supervisor and give the supervisor the opportunity to deal with the problem in writing, within **ten (10) calendar days**.
2. The supervisor/administrator shall have up to **ten (10) working days** after receiving the written concern to investigate the matter, make a decision, and communicate the decision in writing to the secretary.

#### **STEP THREE -- Appeal of Concern**

1. If the supervisor's written determination still does not resolve the matter, the secretary has the right to ask the superintendent or designee to meet with the secretary and the immediate supervisor within **ten (10) calendar days** in a further effort to resolve the problem.
2. The superintendent or designee shall review the case, requesting all pertinent information, and meet with the secretary and the immediate supervisor within **ten (10) calendar days** after receiving the concern. In any such meeting, all of the parties directly involved shall have the right to be accompanied and advised by the person of their own choosing.
3. The superintendent or designee shall then communicate the decision in writing to the secretary within **ten (10) calendar days** after the above meeting.

#### **L. Overtime and Compensatory Time**

1. Secretaries who are required to work more than forty hours in one week will be paid for the hours over forty on the basis of one and one-half times their regular hourly rate. (See Administrative Memo #31.)
2. All such overtime work must receive prior approval from an assistant superintendent or his/her designated representative. Such overtime assignments shall be divided as equally as possible.
3. Secretaries who have worked such overtime have the option of receiving overtime pay as described above, or equivalent compensatory time and one-half off, upon mutual agreement between the secretary and the immediate supervisor.
4. Secretaries who elect the overtime pay option must see that the hours are properly reported to the payroll office.
5. Secretaries who elect to take compensatory time and one-half off in lieu of overtime pay must keep appropriate records signed by themselves and by their immediate supervisor on their personal Absence Record Card.
6. Compensatory time should be taken within ninety days and may not accumulate beyond a maximum unused balance of forty hours.
7. Compensatory time must be taken at a time which is entirely acceptable and approved in advance by the secretary's immediate supervisor.
8. When scheduling flexibility is necessary, compensatory time may also be arranged on an hour-for-hour time-trade basis. Such arrangements must be entirely acceptable and approved in advance by the immediate supervisor. The supervisor must approve both when the compensatory time off is taken, and when it is to be made up. Such comp time must be properly reported and records kept on the make-ups.

9. Compensatory time will not be transferred with a secretary to another immediate supervisor.

**M. Extra Pay for Professional Certificate (PSP)**

Secretaries who obtain a professional certificate issued by the National Association of Educational Office Professionals (NAEOP) will be paid an extra amount each year in recognition of their achievement in obtaining the certificate. Rules and procedures for obtaining a PSP certificate are established by NAEOP.

Payments for PSP certificates for contract secretaries will be made monthly in addition to regular salary.

Payments for PSP certificates for non-contract secretaries (who work at least 20 hours per week) will be made once a year in April. The dollar amount will be prorated based on the number of hours worked.

Payments will begin as of the date when official documentation of the certificate is received by the Human Resources Office from the secretary, or the effective date of the certificate, whichever is later. Documentation must include a copy of the certificate and a copy of the completed NAEOP check-off list showing courses were taken and completed.

The amount of extra payment will depend on the level of certification achieved:

Type of Professional Standards Certificate	Total Annual Payment Amount	Monthly Payment Amount
Basic	\$600	\$50.00
Associate	\$625	\$52.08
Advanced I	\$650	\$54.17
Advanced II	\$675	\$56.25
Advanced III	\$700	\$58.33
CEO	\$725	\$60.42
Bachelor's	\$750	\$62.50

Master's	\$800	\$66.67
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Secretaries new to the district who already hold a completed PSP certificate when they are hired by the district in a contract position will be paid the additional compensation as soon as the required documents are received by the Human Resources Office.

**N. Group Medical Insurance**

**Coverage:** The Board provides major medical, surgical and hospitalization insurance for eligible secretaries. Secretaries who elect to enroll one or more dependents will pay a monthly co-premium as determined by the Board and the Association.

**Effective Date of Coverage:** Coverage under this medical plan is **not** automatic. Eligible secretaries who desire coverage under the group medical program (Board designated carrier) paid for by the District **must complete and deliver a medical plan enrollment card to the District Benefits Office** within the first 30 days of contract employment. Coverage will be retroactive to the first day of contract employment.

**Delinquent Forms Submission:** If the enrollment form is submitted after the 30th day of employment, the secretary and all otherwise eligible dependents will be Late Enrollees. Late Enrollees have an 18 month waiting period for any pre-existing medical condition.

**Continuation of Coverage:** Eligible contract secretaries, working less than 12 months, will have insurance coverage during the summer months and until August 31st of that year, provided the secretary has completed the employment contract for the school year just ended. All coverage will otherwise end with the secretary's termination.

**O. Sick Leave Incentive Program**

1. The purpose of this program is to reduce unnecessary use of sick leave by providing an incentive to accumulate unused sick leave days.
2. Upon termination or retirement, each full-time secretary who has been employed by the district in a contract position for five full consecutive years or more immediately prior to termination or retirement will be paid for each unused sick leave day accrued to the secretary's credit at the rate of 25% of the secretary's then current daily rate.
3. In the event of the death of a secretary, payment shall be made to the secretary's beneficiary.
4. Incentive payment checks will be available fourteen calendar days following the secretary's official termination date.

#### **P. Secretaries Advisory Committee**

In order to maintain open communications and good working relationships between secretaries and the administration, a secretaries advisory committee shall be organized each fall under the direction of the superintendent.

The committee shall be composed of no fewer than eight and no more than twelve members, with half appointed by the superintendent and half appointed by the GAEOP.

The committee shall be advisory only, with responsibility to make recommendations to the superintendent on problems of mutual concern to the district and the secretaries.

The committee shall also help to plan inservice workshops for secretaries, and provide a forum for exchange of information and points of view on matters involving secretaries.

It is intended that the committee assist both the administration and the GAEOP in performing their functions in the district. The

times, places, and frequency of meetings shall be established by the members of the committee annually.

#### **Q. Professional Development**

Contract office professionals will be allowed a minimum of two (2) days per contract year in order to attend inservice training, conferences or workshops. The Professional Development Day in August will be one day and the second day will be used during the year if the office professional so desires. This day will be approved if in agreement with the immediate supervisor.

**Granite School District**

**BOARD POLICIES WHICH  
APPLY TO ALL  
DISTRICT EMPLOYEES**

**Taken from the official**

***Policies, Rules, and Regulations  
of the Board of Education***

**as of  
XXXXX, 2003  
(all employees)**

**Personnel (V-A)**

Under the direction of the Board and Superintendent, the Director of Human Resources will administer the employment of all personnel and approve specific employees for all non-administrative positions.

**Nondiscrimination (V-A-1-a)**

Granite School District is committed to a policy of equal employment opportunity. It is the policy of the District to seek and employ the best qualified personnel available to fill administrative, certified, secretarial and classified positions without discrimination as to race, color, religion, national origin, sex, age, marital status, physical or mental handicap or disability - except when justified to meet a bona fide occupational requirement.

This policy of equal employment opportunity and nondiscrimination applies to all District personnel procedures and practices, including but not limited to recruitment, interviewing, hiring, placement, training, transfer, promotion, discipline, compensation, and other benefits. The district will adopt affirmative action to correct discriminatory practices and under utilization when identified.

The District will comply with federal, state, and local laws and regulations concerning equal employment opportunity and nondiscriminatory personnel practices. The District will implement evaluation of this commitment and policy. The District will provide for the publication and availability of this commitment and policy.

The District shall not discriminate on the basis of disability in employment, services, activities and programs and will provide grievance procedures for individuals seeking relief from conditions which create barriers to individuals with disabilities.

If an employee has a question or complaint regarding the interpretation or application of the District's nondiscrimination policy, the employee should follow the procedures outlined under "Employee Questions About Policy."

Inquiries concerning Title VI, Title IX, Section 504, and ADA may be referred to the Director of Human Resources, Granite School District, (801) 685-4517, or to the Office for Civil Rights, U.S. Department of Education, 1961 Stout Street, Denver, Colorado 80294.

### **Sexual Harassment (V.D.1)**

#### **a. Statement of Policy**

Sexual harassment is a form of sex discrimination which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, et seq., 20 U.S.C. 1681-86 (Title IX), and the Utah Anti-Discrimination Act, Utah Code 34-35-2 et seq.

It is policy of Granite School District to maintain a learning and working environment that is free from sexual harassment. Granite School District prohibits any form of sexual harassment. The District will train staff and students appropriately, and will take appropriate disciplinary action, including warning, suspension, or termination, to prevent the occurrence of sexual harassment.

It shall be a violation of this policy for any student or employee of Granite School District to harass a student or an employee through conduct or communication of a sexual nature as defined by this policy.

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

#### **b. Sexual Harassment Defined**

(1) Sexual Harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

(a) the conduct takes the form of Quid Pro Quo (something in exchange for something):

(i). Submission to the conduct is made explicitly or implicitly a term or condition of employment or a student's education (including any aspect of the student's participation in school-sponsored activities);

(ii). Submission to or rejection of the conduct is used as the basis for employment decisions or a student's education (including academic performance, participation in school-sponsored activities, or any other aspect of a student's education).

(b) The conduct unreasonably interferes with an individual's work or academic performance, or creates an intimidating, hostile, or offensive environment.

It will also be considered sexual harassment for any staff member to have romantic contact with a student, regardless of the students' age.

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

(2) Sexual Harassment may include but is not limited to:

(a) Criminal Behavior such as: Rape, attempted rape, sexual abuse, sexual assault, attempted sexual assault, lewdness, hazing, and other sexual and gender-based criminal activities as defined by the Utah Criminal Code.

(b) Quid Pro Quo (something in exchange for something) such as: Sexual invitations or requests for sexual activity in exchange for grades, favors, selection for extra-curricular activities, promotions, evaluations, etc.

(c) Actions creating an Hostile Environment such as:

(i) Unwelcome or offensive public displays of affection, including kissing, inappropriate touching of oneself or others, massages, etc.

(ii) Offensive communication, leers, stares, or gestures that are sexually suggestive, sexually degrading, or imply sexual motives or intentions, such as sexual remarks or innuendoes about an individual's clothing, appearance, or activities; sexual gestures; public conversations about sexual activities; sexual rumors; catcalls or whistles; sexually graphic messages or games; etc.

(iii) Offensive name calling, slang, or profanity of a sexual nature.

(iv) Offensive physical contact or closeness of a sexual nature, such as spanking, pinching, hugging, following, etc.

(v) Offensive physical pranks, such as touching or pulling the clothes of another, bra-snapping, "panting," etc.

(vi) Offensive exposure such as "mooning" or streaking.

(vii) Offensive written or visual displays or distribution of pornographic or sexually explicit materials, such as magazines, videos, films, posters, etc.;

(d) Other Behavior

Any other offensive or unwelcome gender-based behavior that is degrading, intimidating, demeaning, or based on sexual stereotypes or attitudes, or any romantic contact between a staff member and a student.

c. Reporting Procedures

Any person who believes he or she has been sexually harassed by a student or an employee or other person under the control of Granite School District, or any third person with knowledge or belief of conduct which may constitute sexual harassment may submit a written report of the alleged acts immediately to an appropriate Granite School District official as designated by this policy. Granite School District encourages the reporting party or complainant to use the report form available from the principal of each building or available from the District office.

(1) In Each School Building. The building principal is the person responsible for receiving oral or written reports of sexual harassment at the building level. Upon receipt of a report, the principal must notify the District Equity Officer immediately without screening or investigating the report. A written report will be forwarded simultaneously to the District Equity Officer. If the report was given verbally, the principal shall reduce it to written form within 24 hours and forward it to the District Equity Officer. If the complaint involves the building principal, or the complainant is otherwise uncomfortable notifying the principal, the complaint may be filed directly with the District Equity Officer.

(2) District-Wide. The Granite School District Equity Officer/Title IX Compliance Officer shall receive reports or complaints of sexual harassment from any individual, employee or victim of sexual harassment and also from the

building principal as outlined above. Members of the District Committee for the Prohibition of Sexual Harassment may also receive reports or complaints of sexual harassment. If the complaint involves the District Equity Officer or other member of the District Committee, the complaint shall be filed directly with the Superintendent. Granite School District shall conspicuously post the name of the District Equity Officer, including a mailing address and telephone number.

(3) Good faith submission of a complaint or report of sexual harassment will not adversely affect the individual's future employment, grades or work assignments.

(4) Use of formal reporting forms is not mandatory.

#### Reporting Checklist

1. Principal or District Equity Officer receives a harassment complaint.

A. Is harassment sexual in nature?

Yes - ask complainant to fill out Complaint Report.

No - investigate and discipline harasser as per school or district policy.

B. Is victim a student?

Yes - notify parents or guardian.

C. Does harassment constitute criminal conduct?

Yes - notify police.

2. Complaint Report (or other report) in hand.

A. Contact District Equity Officer to authorize investigation.

d. Investigation

(1) Investigation Time-Line. The District Equity Officer, upon receipt of a report or complaint alleging sexual harassment,

shall immediately authorize an investigation. This investigation may be conducted by District officials or by a third party designated by the District. The investigating party shall provide a written report of the status of the investigation within 10 working days to the Superintendent of Schools and the District Equity Officer.

(2) Investigation Scope. In determining whether alleged conduct constitutes sexual harassment, the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved and the context in which the alleged incident occurred should all be considered.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complainant filed, and others who have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

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

(3) Confidentiality. The District will respect the confidentiality of the complainant and the individual(s) against whom a complaint is filed as much as possible, consistent with the District's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action when the conduct has occurred. In addition, all persons involved in a sexual harassment complaint or investigation shall refrain from discussing the matter, except with those who have a legal need to know.

(4) Investigation Report. The District Equity Officer shall make a report to the Superintendent upon completion of the investigation.

#### Investigation Checklist

1. Discover and consider:
  - A) surrounding circumstances,
  - B) nature of the harassment,
  - C) relationship between involved parties, and
  - D) history of the involved parties.
2. Report the investigative conclusions to the District Equity Officer and the Superintendent.

e. School District Action

- (1) Upon receipt of a recommendation that the complaint is valid, the District shall take such action as appropriate based on the results of the investigation.
- (2) The result of each complaint investigated under these procedures will be reported in writing to the complainant by the District. The report will document any disciplinary action taken as a result of the complaint.
- (3) If the complainant is an employee, no record of the complaint shall be kept in the complainant's personnel file.
- (4) When an employee has been the subject of an investigation, the substantive record of the investigation shall be classified as a "Protected Record," accessible only to employees of Granite School District (1) for whom the record is necessary to perform their duties and functions (e.g. Superintendent, Superintendent's Designee, Director of Human Resources, District Equity Officer); or (2) who will use the record for continuing or additional investigations (e.g. designated investigator, subsequent investigator). The record shall be sealed, marked "Protected Record" and placed in a Protected Record file maintained by the District Equity Officer. If the employee accused of sexual harassment is exonerated there shall be no reference to the accusation in the personnel file. If

the employee is not exonerated, the employee's personnel file shall reference the allegation, the results of the investigation, and the presence of the accompanying Protected Record.

(5) The District Equity Officer shall wait a reasonable period of time after the conclusion of the investigation and then check back with the complainant to ensure that sexual harassment has in fact ceased.

f. Non-Harassment

Granite School District recognizes that not every advance or communication of a sexual nature constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment or educational 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 and false, malicious complaints may subject the complainant to discipline.

g. Prohibition of Reprisal

The District will discipline any individual who retaliates against any person who reports alleged sexual harassment or 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.

h. Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse. Complainants may also register sexual harassment complaints with the U.S. Department of Education's Office for Civil Rights (OCR). The Office of Civil Rights may be reached at the following address:

U.S. Department of Education  
Office of Civil Rights, Region VIII

Federal Office Building  
1244 Speer Boulevard, Suite #310  
Denver, CO 80204

i. Sexual Harassment as Sexual Abuse

When a Granite District school principal or the District Equity Officer receives a report which gives “reason to believe that a child has been subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect,” or “observes a child being subjected to conditions or circumstances which would reasonably result in sexual abuse, physical abuse, or neglect,” the principal or District Equity Officer shall immediately notify the Granite Police Department at 481-7122 or a local law enforcement agency.

j. Notice

Notice of this policy shall be communicated to all employees at the time of hire and in annual updates. Notice of this policy shall be communicated to all students annually.

**Drug Free Workplace (V-A-1-b)**

The District’s policy is to provide a drug-free working environment for its employees. Where possible, drug free awareness programs will be provided to remind employees of the danger and consequence of drug possession, distribution, and/or use. Employees who are identified as having a substance abuse problem may be enrolled in a drug or alcohol rehabilitation program.

Employees who are habitual substance abuse users or who are engaged in the possession, manufacturing, or distribution of drugs or alcohol will be disciplined. The discipline will be contingent upon the severity of the violation, up to and including dismissal.

**Employment of Relatives (V-A-1-c)**

The District has determined that it will be in its best interest: (a) to avoid conflicts of interest between work-related and family-related obligations; (b) to reduce favoritism or even the appearance of favoritism; and (c) to prevent family conflicts from affecting the workplace, by the promulgation of this policy.

The District will accept employment applications from relatives of employees. However, there are four situations that will prevent the district from hiring a relative of a current employee:

- (1) If one relative would supervise or have disciplinary authority over another. An employee is not permitted to work in a position where his or her supervisor or supervisor’s supervisor is a relative.
- (2) If one relative would audit the work of another.
- (3) If the interest of either the relative and the employee or the relative and Granite School District would be in conflict.
- (4) If the hiring of a relative could result in a conflict of interest with vendors who serve Granite School District.

Any exceptions must be approved by Board action. The exception would be that the appointee is the only person available, qualified, or eligible for the position.

A relative includes a father, mother, brother, sister, husband, wife, son, daughter, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

**Periods of Employment (V-A-1-e)**

The days of employment within the period set out in the contract shall be designated by the Board in the official school calendar approved by the Board.

Applicants and employees shall submit required personal information on approved forms. (See Administrative Memorandum 88.)

According to state law, no persons under 14 years of age shall be employed.

### **Payment of Salaries (V-A-1-f)**

1. Paychecks will be made available to employees on the last District working day of each month, except as may be otherwise provided below.
2. Employees who work in non-school locations will receive a semi-monthly paycheck on the 15th of each month or the preceding Friday, if the 15th falls on a Saturday or Sunday. This check is in addition to the end of the month paycheck listed in #1 above. Substitute teachers are also paid on the 15th of the month.
3. A contract employee who begins employment after the first normal working day of each year will receive the first paycheck within five working days following the next regular payday. The first paycheck will be computed by multiplying the number of days worked through the first payday by the employee's daily rate of pay. The balance of the employee's estimated annual earning will be divided equally over the remaining paychecks.
4. A contract employee terminating employment before the final normal working day of each year will receive the final paycheck within five working days following the next regular payday.
5. An hourly employee's paycheck or termination paycheck will be issued on the payday for the pay period during which employment began or terminated.
6. Employees on a nine-month contract may elect to obtain their June, July, and August contract checks one week after the final contract day for nine-month teachers. Employees on a ten-month contract may elect to obtain their June, July and August checks on June 30, with the exception that if the ten-month contract extends beyond June 30th the July and August contract checks will be available on the final contract day. A formal request for this service must be made in writing on a form provided by the District office. Such requests must be received by the District payroll office not later than May 1. This option is not available to year-round employees. Checks for such requests will be available until 3 p.m., at which time those not picked up will be mailed.
7. December paychecks will be issued prior to Christmas vacation for employees who have no further working days in December, except for employees using direct deposit. (Those on direct deposit will be issued their paycheck the same day as 12 month employees.)
8. If the last annual contract day for nine-month employees is within one calendar week prior to the last District working day in May or June, paychecks for nine-month employees will be made available on the teacher's last annual contract day, except for employees using direct deposit. (Those on direct deposit will be issued their paycheck the same day as 12 month employees.)
9. When paychecks are given out prior to the end of the month in accordance with the above provisions, payments of withholding to the credit union, salary reduction to tax-sheltered annuity companies and various other insurance agencies will be remitted as if the deductions were taken on the last District working day of the month.
10. For teachers on a nine-month or ten-month contract, pay will be calculated on either a ten or twelve check basis, i.e., net annual salary divided by either ten or twelve shall constitute one month's payment. For those choosing the ten-pay basis, the tenth check will be available one week following the last contract day for nine or ten-month teachers, but not later than June 30.

11. Unless official approval is given, one day's pay will be deducted for each day's absence not allowed with pay in the negotiated agreements and employment policies of the Board. A day's pay is calculated as the "total net earnable salary," as listed on the contract, divided by the number of contract working days for the particular employee. Such action as salary deduction would not preclude additional disciplinary measures such as, probation, dismissal, or nonrenewal of contract.

Some administrative regulations relating to employees absence with and without pay are contained in Administrative Memoranda 19, 34, 65, 71, and 79.

#### **Payroll Deductions (V-A-1-g)**

As a service to contract employees, the following payroll deductions will be made by the District as authorized by the employee on District-approved forms:

- Dues to Employee Associations
- United Way
- Tax Sheltered Annuities
- Granite Credit Union Transactions
- District Welfare Association
- Other insurance, etc. for which the District chooses to offer payroll deduction. These will normally, but not necessarily, be limited to those plans secured by the District's insurance plan administrator (currently Blue Cross/Blue Shield).

Except where prohibited by statutes, payroll deduction items may be added to or deleted from the above listing whenever the District deems it appropriate to do so.

Payroll deductions, except where specified otherwise, are limited to contract employees. The District will establish various rules and procedures to be used in the deduction process.

#### **Health Requirements (V-A-1-h)**

Employees shall submit to the District any medical reports as required by law (i.e. Tuberculosis, etc.)

The Board may require information about an employee's health at any time that the employee's condition indicates such information is needed.

#### **Certificates and Licenses (V-A-1-i)**

Before reporting for duty, appropriate employees shall comply with all necessary certification, endorsements, and license requirements of the Utah State Board of Education and other official government agencies. All teaching certificates must be submitted to the District personnel office to be recorded on the employee's official record card. (See Administrative Memorandum 22.)

#### **Substitute Personnel (V-A-1-j)**

The Human Resources Office shall coordinate the program of selecting and obtaining substitute personnel. The Human Resources Office will issue guidelines and pay scales for substitute employees.

#### **Employee Protection From Assaults (V-A-1-k)**

1. Any employee party to any assault in connection with his or her employment shall immediately submit a written report of the circumstances thereof to the principal or immediate supervisor. The employee shall also make supplemental written reports as needed, attaching copies of any summons, complaint, process, information, indictment, notice or demand served upon the employee in connection with such assault within five days after having been served therewith, and reporting the final disposition of any such proceeding.
2. If any employee is complained against or sued in a civil or criminal action as a result of action taken by the employee while acting as an agent of the Board within the scope of his or her

employment and assignment, the Board, upon written request, will provide legal counsel in defense of any legal action taken insofar as the interest of the employee and the District are not conflicting. Fines, damages, penalties or forfeitures shall not be paid by the Board.

3. To the extent that the District may be liable for the employee's conduct under applicable Utah law, the Board shall provide civil liability insurance coverage for the benefit of the employee pursuant to the provisions of the Utah Governmental Immunity Act.
4. Subject to a recommendation of the principal and approval by the superintendent, the Board shall pay an amount no less than \$25 and no more than \$200 for verified damage to an employee's personal property which may be incurred by the employee as a result of an attack on their person while on duty. Payment of the Board shall not be construed as an admission of responsibility or liability by the Board, its agents or employees.
5. Nothing in this policy shall prejudice any action that the Board might otherwise take regarding the employee's employment status.

#### **Personal Property Losses (V-A-1-l)**

Except as provided above, the District will not be responsible for any loss of, or damage to personal property belonging to Board members, employees, authorized volunteers, or students at any of this District's educational institutions while such property is located on premises owned, leased or occupied by this District, unless due to act of neglect of this District.

#### **Military Leave (V-A-1-m)**

Mandatory military leave, not to exceed 15 days per contract year, may be granted to contract employees who are members of the organized reserve or guard units of the Army, Navy, Air Force or Marines. Official orders must be submitted by the employee to the

Human Resources Office, prior to the leave, attesting to the official directive to perform such duty.

Where possible, this duty shall be performed at times which will not conflict with contract working days or work assignments.

Employees who have been approved to attend a military duty assignment on contract working days will be paid in the following manner: The District will pay the difference between the military pay received, excluding travel pay and per diem, and the regular pay the employee would have received from the District, providing the military pay is less than the regular District pay. For computation purposes, one day of military duty constitutes an eight hour day. If the military pay is more than the regular District pay, the employee will be on leave of absence without pay status.

Military leave requests for a longer period (to attend basic training, extended active duty schools, etc.) will be considered individually on a leave without pay status only.

Contract employees on regular appointment who are called to active duty shall be granted advancement on the appropriate salary schedule at the following rate: one step on the salary schedule for each year, or major part thereof, of active military service, not to exceed three years credit.

#### **Jury Leave (V-A-1-n)**

Contract employees, and some hourly, may be granted leave as necessary for mandatory jury duty or court appearance.

#### **Public Office Leave (V-A-1-o)**

1. Any contract employee of the District shall have the right to become a candidate for public office and if elected, to serve in such office in accordance with the law.
2. If elected to public office, contract employees will be granted a leave without pay in order to serve in public office.

3. As with all other leaves without pay, public office leaves may not exceed one contract year.
4. Those elected to serve in the State Legislature may be granted up to 60 days leave without pay, with extended health and life benefits.

### **On-the-Job Accidents and Injuries (V-A-1-p)**

The District complies with state rules on workers compensation in case an employee is injured at work.

Every work-related injury should be reported by the employee to the District's benefits risk manager within 48 hours after the time of injury. All injuries must be referred to a licensed physician.

When an employee is kept away from work by an on-the-job injury, workers compensation benefits and sick leave benefits will be coordinated as follows:

1. Except in cases of extended disability, workers compensation will not provide benefits during the first three calendar days following an on-the-job injury. If any of these three days are contract working days, the employee may use accrued sick leave and receive full pay for these days. Classified and secretarial hourly employees who normally work four or more hours per day will be paid their daily rate for the hours normally worked for any work days associated with the three day waiting period.
2. Payments under workers compensation will begin with the fourth day after the injury and may be somewhat less than the employee's regular salary. If the employee wishes to do so, the employee may use accrued sick leave to make up the difference between workers compensation payments and regular salary. The time charged to the employee's sick leave account will be prorated so that, for example only a quarter of a day will be charged to sick leave, if

that is all it takes to bring the total compensation up to the level of the employee's regular salary.

3. Recuperation from workers compensation injuries must be in total compliance with the doctor's prescribed plan. Employees are not on vacation and should not do anything that could worsen or delay the healing process. Any variation from rest and limited activity must be prescribed by a doctor and have prior approval by the District insurance administrator before engaging in travel or the like.

### **Employment Separation Benefits (V-A-1-q)**

#### **1. Retirement**

Granite District does not have a mandatory retirement age.

Upon retirement under provisions of the Utah State Retirement Act, contract employees will be paid one-half of one percent of the final contract salary, times the number of years of service in the District in a contract position.

Eligible contract employees who retire early under the provisions of the Utah State retirement system may receive early retirement benefits according to the District's early retirement incentive programs. (See Administrative Memoranda 56, 71, 74, and 78.)

#### **2. District Welfare Association of Employees**

Full-time contract employees may enroll for a \$5 membership in the Welfare Association of Employees of the Granite Board of Education. When an employee who is a member dies, a payroll deduction of \$5 is taken from the salaries of all other members and the total amount is given to the beneficiary of the deceased. Deaths occurring during June, July, or August will have a payroll deduction in September, including deductions from new members who were not enrolled at time of death.

Employees must enroll for membership during the first four years of their employment in the district, after which the privilege to join is withdrawn, or when an open enrollment period is declared by the Welfare Association committee.

Employees on short-term disability may continue their participation in the Welfare Association if they make special arrangements with the business administrator/treasurer.

### **3. Additional Benefit in Case of Death**

A death benefit equal to 20 days pay will be given to the beneficiary of each regular contract employee who dies while employed by the District.

Such beneficiary shall be the same as designated on the employee's most current group insurance application or enrollment card on file in the District insurance office, unless the employee has on file in the District insurance office a notarized notice specifically designating the beneficiary for this benefit.

### **4. Term Life Insurance**

Contract employees are covered by term life insurance equal to the employee's current annual salary rounded to the nearest thousand dollars purchased by the District on a group basis. Contract employees who retire early will continue to be covered by term life insurance under the District's early retirement incentive programs. (See Administrative Memoranda 56, 71, 74, and 78.) Additional details regarding this program are available from the Benefits Office.

Because actuarial studies show a higher life insurance risk past age 65, insurance coverage for employees over 65 will be adjusted.

Employees working beyond their 65th birthday should be aware that all life insurance benefits under this program are reduced by 40% at age 65, and by an additional 10% each year thereafter to age 70. No benefits are provided after the employee's 70th birthday.

## **Employee Insurance Programs (V-A-1-r)**

Employee groups are offered the following insurance options as noted:

1. Medical Benefit Insurance covers all contract employee groups. See medical plan booklet for details.

Under terms of the 1984 Deficit Reduction Act (DEFRA), and the 1986 Omnibus Budget Reconciliation Act (OBRA), contract employees who continue in employment beyond their 65th birthday will receive primary medical coverage under the District's group medical plan until they terminate employment. For such working employees, Medicare coverage is secondary to the District's plan, and enrollment in Medicare is optional. As long as the employee is on active employment status (i.e., not disabled or retired), coverage for the employee, the eligible spouse, and eligible dependents is primary through the District's plan, regardless of the age of the individual. (Also see Term Life Insurance benefit under V-A-1-q-6.)

2. Term Life Insurance covers all contract employee groups. Contact the Benefits Office for details.
3. Short-Term disability coverage is available to administrative, regular contract teacher, classified, and secretarial employees. See appropriate employee handbook or contact the Human Resources Office for details.
4. Long-Term Disability coverage is available to all regular contract employees. See appropriate employee handbook or contact the Benefits Office for details.
5. District Welfare Association coverage is available to all contract employees. See Board Policy V-A-1-q-4 or contact the Benefits Office.

## **Employee Leaves of Absence (V-A-1-s)**

1. Short-Term Leave of Absence (15 working days or less) is available to all contract employees. See Administrative Memorandum No. 65 or contact the Human Resources Office.
2. Long-Term Leave of Absence (16 days to one year) is available to all contract employees. (See appropriate employee handbook or contact the Human Resources Office for eligibility and restrictions.)

### **Employee Questions About Policy (V-A-1-t)**

Whenever there is a question on the part of any employee relative to the interpretation or application of Board policy, including the Board policy on nondiscrimination and freedom from sexual harassment, the proper procedure is as follows:

1. The employee should first talk to the principal or immediate supervisor.
2. If not satisfied, the employee may take the case to the appropriate assistant superintendent or designee.
3. If satisfaction is not obtained at this level, the employee may take the case to the superintendent.
4. If the employee is still not satisfied, the employee may take the case to the Board, whose decision is final.

**Granite School District  
PERSONNEL POLICIES  
FOR SECRETARIAL EMPLOYEES**

**Taken from the official**  
***Policies, Rules, and Regulations***  
***of the Board of Education***  
**as of XXXXX, 2003**

a. Secretarial Employee Association

The Board recognizes the Granite Association of Educational Office Professionals as the representative agency for contracted secretarial employees of the District, so long as the majority of said employees support such recognition.

The Board recognizes the *Memorandum of Understanding* (XXXXX, 2003) between the Board of Education and the secretaries of the District.

For the purpose of the Memorandum and of any Board policies and regulations relating to secretaries, the term “secretary” shall apply only to full-time contract secretaries, unless the term part-time, hourly or temporary secretary are specifically inserted so that a specific provision applies to them.

b. Definitions

- i. “Board” means the Board of Education of Granite School District.
- ii. “Corrective Discipline” means any warnings, suspensions, or dismissals initiated by the Board or its representative against an employee for acts or omissions which shall include, but not be limited to, those acts or omissions described in V.3.o.3 and V.3.o.4.
- iii. “Equivalent Position” means a position of the same title on the same lane of the secretary salary schedule without regard to length of contract.
- iv. “Hourly Secretary” means a secretarial or clerical employee working fewer than eight hours per day. Hourly secretaries are normally limited to fewer than six hours per day or thirty hours per week, are paid from the Hourly Employee Schedule B scale, and are not eligible for fringe benefits.
- v. “Intern” or “Intern Secretary” means any secretary working eight hours a day in a contract assignment who have completed less than one continuous year of contract employment in the District. Intern secretaries are probationary and have no right or expectation of continuing employment. Intern secretaries are eligible for fringe benefits.
- vi. “Promotion” means reassignment to a job which is a higher paid position with a different job title.
- vii. “Regular secretary” means all secretaries working eight hours a day in a contract assignment who have successfully completed

one continuous year of contract employment in the District.  
Regular secretaries are eligible for fringe benefits.

- viii. "Secretary" means all contract employees with a secretarial or clerical position paid from the secretary salary schedule.
- ix. "Temporary Secretary" means any secretary filling a full time position on a temporary basis (a period of six months to one year). Temporary secretaries are eligible for fringe benefits.
- x. "Transfer" means reassignment to an equivalent position.
- xii. "Vacancy" means an opening occurring because of an additional contract position being authorized or an opening due to a secretary leaving a contract position for any reason.

c. Medical Examinations and Reports

The District may require additional health information or medical examinations at any time. When the District requires an examination, the secretary shall go to the clinic or physician designated by the Board, and the Board shall pay the cost of the examination. Secretaries shall submit to the District any medical reports as required by law (i.e. tuberculosis, etc.)

d. Placement on Salary Schedule

All beginning secretaries will normally be placed on step one of the appropriate lane of the salary schedule.

Former District secretaries who are rehired may be granted up to full credit on the salary schedule for previous contract experience in the District.

New secretaries (or secretaries changing to a different job classification) with confirmed outside experience in a comparable job may be granted up to one step credit on the salary schedule for each two years outside experience, to a maximum of four credited years.

Such granting of step credit or failure to grant step credit by the Human Resources Office is a reflection of the current job market and not necessarily the abilities and experience of the applicant.

e. Maintenance and Upgrading of Skills

It is the responsibility of individual secretaries to maintain and upgrade their secretarial skills. Secretaries shall be current with the skills needed and required by their current position and the job market for secretaries. Secretaries are encouraged to take advantage of inservice and professional development classes offered by the District, as well as outside schools and workshops.

f. Working Hours, Rest and Meal Periods

Secretaries are expected to complete eight hours of work each contract day. The time between their assigned start time and the end of work must include eight hours plus the length of their meal break.

Secretaries and hourly secretaries will be allowed at least a ten (10) minute rest period for every two and one-half hours of continuous work. Secretaries and hourly secretaries are entitled to a minimum of a thirty minute uninterrupted lunch period. If a secretary or hourly secretary is directed to be on duty at a prescribed work place during the lunch period, this time shall be regarded as time worked.

g. Posting of Vacancies

All openings for vacancies in contract secretarial positions will be posted. A vacancy does not occur when a specific position is upgraded regardless of the reason for that upgrade. An upgrading of a specific position will be filled by the individual occupying that position prior to the upgrade.

Postings will be displayed in the Human Resources Office and placed in district mail for all schools and departments. Each

school or department will post the *Notice of Vacancy* at a predetermined location with all other such notices. The deadline for applications will be a minimum of five (5) full working days following the first day of the posting. During times when employees are off contract they may call Human Resources to check on vacancies.

Contract vacancies for secretaries taking a leave of absence of six months or more will be posted. These postings will indicate that this is a temporary position and will give the length of the assignment in that position. Current employees who are interested may apply for temporary positions. Hourly vacancies and temporary vacancies of less than six months will not be posted.

h. Promotions

All secretaries and hourly secretaries may apply for promotion to a higher position which is posted as a vacancy. Secretaries and hourly secretaries with six or more months in their current position are eligible to apply for posted positions. Secretaries and hourly secretaries with fewer than six months in their current position may apply for posted positions with approval of their immediate supervisor. Qualifications being equal, seniority (length of continuous and current contract service in the District) will be the determining factor.

A secretary who is promoted to a higher position on the salary schedule will be placed on the step of the lane to which the new position is assigned which comes closest to giving an 8 percent salary increase for the promotion.

i. Temporary Promotions

Secretaries may be promoted by their immediate supervisor, with approval from the Classified Human Resources Office, to temporarily replace someone else for a period of time not to exceed six months. After 15 consecutive working days of a temporary promotion authorized in advance in writing, the secretary shall be paid the higher rate, beginning with the sixteenth day. The rate shall be what the secretary would earn if the

promotion were permanent - it is not the rate of the person being temporarily replaced.

j. Transfers

Secretaries with six or more months in their current position are eligible to apply for transfer to an equivalent position. Secretaries with fewer than six months in their current position may apply for transfer to an equivalent position with approval of their immediate supervisor.

Secretaries who wish to apply for transfer shall submit a written request to the Classified Human Resources Office. Secretaries with a written request on file will be considered for any equivalent position prior to the opening being posted.

All written requests for transfer will become invalid on June 30 of each year. Secretaries must renew their transfer requests after July 1 each year if they still want to be actively considered for transfer.

Transfer requests may also be initiated by the secretary's immediate supervisor, whenever in the supervisor's judgment such a transfer would serve the best interests of the secretary or the District.

All transfers must be discussed with the secretary's immediate supervisor at both locations and the department director at the District level. The superintendent, or the superintendent's designee, shall be the final authority on all transfers.

k. Leaves of Absence Without Pay

The term "Leave of Absence Without Pay" applies to all authorized unpaid absences which exceed fifteen working days.

A limited number of leaves of absence without pay may be granted to secretaries with at least three years seniority. Leaves of absence without pay must be approved by the Board. No leave may extend beyond one year.

Leave requests will be considered for such reasons as health, newborn care, adoption, or additional schooling or training. Secretaries are not eligible to apply for leaves of absence to accept other employment.

Secretaries applying for leave without pay shall submit a written request on appropriate District forms stating the purpose of the leave, the length of the leave, and the beginning and ending dates.

Secretaries returning from a leave of absence without pay will be entitled to the same position they left, or to a position comparable to the one vacated. The secretary hired as a replacement shall be notified in writing at the time of appointment that the appointment is for the length of the regular secretary's leave only. The contract of the replacement employee may be terminated on thirty days notice if the employee on leave requests an early return to their position.

Secretaries returning at the beginning of the new contract year must notify the Human Resources Office by May 15 confirming their intent to return.

Secretaries returning during the contract year, or returning early from their leave, must notify the Human Resources Office in writing at least 45 days prior to the intended return date.

Seniority does not accrue for the period of time when a secretary is on leave of absence without pay. Upon returning from a leave of absence without pay, secretaries shall have the same number of years of seniority as they had on the day their leave began. Step credit on the salary schedule also does not accrue while a secretary is on leave without pay.

Temporary vacancies that occur when a secretary takes a leave of absence without pay will be filled on a temporary basis. When the leave of absence is for a period of six months or longer the vacancy will be posted. When a secretary on a leave of absence without pay does not return to that position at the end of the leave of absence, and the position was filled through the posting process, the supervisor may retain the temporary secretary without posting

the position. The decision to retain or not retain the temporary secretary will be determined by the performance of the temporary secretary during the period of the leave of absence.

#### l. Files and Records

The District Human Resources Office maintains an official permanent record file for each employee.

This file shall contain, but not be limited to, the following items and other employment documents and records: application for employment, employee status form, pre-employment recommendations and records, documents relating to employment, transfer, performance, and such other information as may be privileged under law and not subject to employee inspection.

A separate file will be maintained for medical information, I-9's, fingerprints and information on background checks.

#### m. Documentation of Secretary and Hourly Secretary Performance

Documentation of job performance is helpful in maintaining satisfactory levels of work and achievement, and in providing opportunities for planning and communication between the employee and the immediate supervisor.

Letters of commendation and other written reports to document outstanding job performance are encouraged.

Written documentation regarding unsatisfactory job performance shall be submitted by an immediate supervisor.

All performance documentation letters or reports shall be submitted to the Human Resources Office for placement in the permanent record file.

Before submission of any performance documentation letters or reports, each employee shall have an opportunity to review them,

sign them, and keep a copy. Such signatures indicate only that the employee has read the material and is aware of the contents.

If the employee feels that any performance documentation submitted by the immediate supervisor is incomplete, inaccurate, or unfair, the employee shall have the right to submit to the Human Resources Office, within ten days, the employee's own written statement, which shall also be placed in the permanent record file. The employee shall give a copy of such statement to the immediate supervisor.

n. Corrective Discipline

i. Intent

This program of corrective discipline is intended to help promote and maintain a high level of acceptable performance on the part of all regular secretaries, with the ultimate goal of creating the most productive working climate for all employees, and the best possible learning environment for students.

The corrective discipline program is based on the concept that many performance problems can be corrected through the systematic use of progressive discipline, with increasingly severe penalties for repeated or serious instances of employee misconduct.

By applying the steps of corrective discipline, the District hopes to correct any patterns of unacceptable conduct on the part of regular secretaries. If, however, a regular secretary remains unable or unwilling to correct such conduct, the District has an obligation to pursue the steps required for the orderly dismissal of the individual from District employment.

The objectives of corrective discipline can be stated as follows:

- to help correct performance problems

training

possible

- to help communicate what is expected
- to establish consistent standards
- to protect the District's investment in employee
- to preserve the individual's employment when
- to dismiss with fairness when necessary

The corrective discipline program assumes that fair discipline of regular secretaries shall incorporate the following elements:

- good communication of rules
- consistent application of rules
- specific warning of problems
- careful investigation of facts
- chance to hear both sides of an issue
- specific evidence of wrongdoing
- level of discipline that fits the level of the infraction
- progressive discipline for minor offenses
- more serious discipline for more serious offenses

Intern, temporary, and hourly secretaries are not entitled to the provisions of this Corrective Discipline Policy. Such employees are "at will" employees and as such, have no expectation for continuing employment with the District; they are not entitled to use the grievance procedures or the orderly termination procedure to appeal a suspension or dismissal, or a decision by the District not to renew or continue their employment.

ii. Grounds for Discipline

Note: Supervisors of "at will" employees may use these remediation procedures as a guide. Such use does not grant the right to grievance or other appellate provisions.

Just cause for disciplinary action, up to and including dismissal, shall include but not be limited to the following acts or omissions by a regular secretary. Such acts or

omissions shall constitute misconduct under the provisions of this corrective discipline program.

- Conduct which violates any established rule, regulation, policy or directive.
- Conduct which violates any provisions of the *Memorandum of Understanding*.
- Conduct which violates the criminal law of this state or of the United States.
- Conduct which violates common established standards of morality.
- Conduct which exposes the District to censure, ridicule or reproach.
- Theft.
- Use of District property for personal gain.
- Negligent or willful damage to District property.
- Waste of District supplies or equipment.
- Dishonesty or falsification of any information supplied to the school District, including data on application forms, employment records, time and attendance records, or other information given to the District. Failure to divulge information which is vital to the District for hiring consideration or other matters.
- Unexcused absence.
- Excessive tardiness.
- Excessive absenteeism.
- Abuse of sick leave.
- Incompetence or inefficiency in the performance of duties.
- Negligence or carelessness in the performance of duties.
- Bringing an intoxicant onto school property; consuming an intoxicant on school property; or reporting for work under the influence of an intoxicant.
- Bringing a narcotic or other controlled substance onto school property; using a narcotic or other controlled substance on school property; or reporting to work under the influence of a narcotic or other controlled substance.
- Insubordination.

- Assaulting another person.
- Any violation of the District policy prohibiting sexual harassment.

### iii. Grounds for Immediate Suspension Pending an Investigation

Just cause for immediate suspension pending an investigation shall include, but not be limited to, the following alleged violations. These violations constitute such serious misconduct that immediate action is warranted.

- Being arrested and accused of a felony.
- Reporting for work under the influence of drugs or intoxicants.
- Possession, use, or sale of drugs or intoxicants during employment.
- Theft.
- Negligence by an employee which endangers the lives of others.
- Any violation of the District policy prohibiting sexual harassment.
- Willful damage to District or school property.
- Falsification of records or data with the intent to defraud.
- Fighting during employment.
- Insubordination.
- Assaulting another person.

### iv. Persons Authorized to Issue or Initiate Corrective Discipline

The Board, the Superintendent, or any administrator, or middle manager may issue or initiate corrective discipline to regular secretaries who are under their jurisdiction.

Suspensions and dismissals shall not be given without the approval of the appropriate member of the superintendency.

v. Due Process and Corrective Discipline

A. Communication of Rules

Each secretary and hourly secretary shall be given a copy of the Employment Handbook for Secretaries.

Whenever rules, regulations or policies apply or are adopted which are not included in the Employment Handbook for Secretaries, copies will be given to all affected employees in memorandum form.

B. Forms of Corrective Discipline

Misconduct may be grounds for applying the following corrective disciplinary measures:

- Verbal Warning
- Written Warning
- A one day suspension without pay and Final Warning
- Dismissal

Such disciplinary measures shall be applied according to the terms and procedures contained in the subsequent sections of this policy, and according to any applicable provisions of the law or the *Memorandum of Understanding* for Secretaries.

Before any disciplinary action is determined or taken, the immediate supervisor shall conduct a careful investigation to determine the facts upon which disciplinary action might be warranted. This investigation will determine if all steps of due process have been followed including:

- Notice to the regular secretary of the rule or directive that is alleged to have been violated.
- Any record of previous discipline for similar violations.
- For the regular secretary to respond to the allegations.

C. Verbal Warning

A verbal warning may be given to a regular secretary for misconduct.

Verbal warnings shall serve notice that the specific conduct in question is considered undesirable and needs to be corrected.

Written documentation shall be made of all verbal warnings. Such written documentation shall **not** be placed in the permanent record file, but shall be kept by the supervisor and used later, if necessary, in preparing any written warnings or other discipline which may subsequently be required.

D. Written Warning

A written warning may be issued if a previous warning or warnings fail to correct misconduct, or if the seriousness of misconduct warrants the initiation of disciplinary action at this level.

The immediate supervisor shall prepare one original of the written warning and make one copy of the original. The written warning shall be personally delivered to the regular secretary.

The regular secretary shall sign the copy of the written warning to indicate (only) that the regular secretary has received and reviewed it.

The immediate supervisor shall make a copy of the written warning that is signed by the regular secretary for his/her own file. The signed copy of the written warning shall be delivered to the Human Resources Office for placement in the permanent record file.

#### E. One Day Suspension Without Pay

A regular secretary may be suspended one (1) day without pay if a previous written warning or warnings fail to correct misconduct, or if the seriousness of the misconduct warrants the initiation of disciplinary action at this level.

At the time that a supervisor has gathered sufficient facts to suggest that a regular secretary may have been involved in misconduct that may subject the regular secretary to suspension or termination, the supervisor shall meet with the regular secretary after having notified the regular secretary prior to the meeting that allegations of misconduct will be discussed. The regular secretary may have a representative present during the meeting. The purpose of this meeting shall be:

- to give the regular secretary the specifics of the charges;
- to review with the regular secretary the evidence on which the charges are based;
- to give the regular secretary an opportunity to explain and defend conduct;
- to seek agreement on as many pertinent facts as possible;
- to give the supervisor a chance to hear all sides, gather additional relevant information, and review the case with the division assistant superintendent before finalizing any disciplinary action.

If the supervisor and assistant superintendent determine that a suspension is the appropriate level of disciplinary action, a letter notifying the regular secretary of the suspension without pay will be prepared by the Classified Human Resources office and signed by the division assistant superintendent. The letter of suspension and one copy shall be personally delivered to the regular secretary, or delivered by certified mail to

the regular secretary's last known address. Letters of suspension shall state the date of the suspension and the reason(s) for suspension.

The regular secretary shall sign a copy of the letter of suspension to indicate (only) that the regular secretary has received and reviewed it.

The copy of the letter of suspension signed by the regular secretary shall be placed in the permanent record file.

The regular secretary may request an informal conference with the division assistant superintendent to discuss the suspension.

The regular secretary has the right to appeal the suspension, if the regular secretary chooses to do so, by referring to step three of the "Resolution of Concerns Involving Secretaries" provisions of the Employment Handbook for Secretaries. An appeal must be filed in writing in the superintendent's office within ten working days after receiving the notice of suspension.

If the suspension is found on appeal to be unjustified, final action on the matter shall include appropriate reinstatement of lost pay.

#### F. Dismissal

A regular secretary may be dismissed if a previous written warning or warnings, a previous suspension or suspensions fail to correct the misconduct, or if the seriousness of the misconduct warrants the initiation of disciplinary action at this level.

Whenever possible, the supervisor shall meet with the regular secretary before a dismissal notice is issued. The supervisor shall notify the regular secretary in advance that the meeting will be to discuss allegations

of misconduct. The regular secretary may have a representative present during the meeting. The purpose of this meeting shall be:

- to give the regular secretary the specifics of the charges;
- to review with the regular secretary the evidence on which the charges are based;
- to give the regular secretary an opportunity to explain and defend conduct;
- to seek agreement on as many pertinent facts as possible;
- to give the supervisor a chance to hear all sides, gather additional relevant information, and review the case with the division assistant superintendent before finalizing any disciplinary action.

The date of dismissal shall be no sooner than fifteen calendar days following delivery of the dismissal notice.

When it would be in the best interest of the District to remove the regular secretary from work immediately, the regular secretary may be suspended without pay for any scheduled working days between the date of the dismissal notice and the date of the dismissal.

Notice of dismissal shall be in writing, and shall be personally delivered to the regular secretary or delivered by certified mail to the regular secretary's last known address. Dismissal notices shall state the date of dismissal and the reasons(s) for dismissal.

The regular secretary shall sign a copy of the dismissal notice to indicate (only) that the regular secretary has received and reviewed it.

The signed copy of the dismissal notice shall be placed in the regular secretary's permanent record file.

The regular secretary may request an informal conference with the division assistant superintendent to discuss the dismissal.

A regular secretary has the right to appeal the dismissal pursuant to the procedures of Step Three, "Resolution of Concerns Involving Secretaries" provisions of the Employment Handbook for Secretaries. Appeals must be filed in writing in the superintendent's office within ten working days after receiving the notice of dismissal.

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

#### G. Non-Renewal of Contract

At least one month prior to issuing a notice of intent not to renew the contract of a secretary, the secretary shall be informed of the fact that continued employment is in question and the reasons therefore, and shall be given an opportunity to correct any defects which precipitated possible non-renewal.

Written notice of non-renewal shall be issued at least two months before the end of the contract term of the secretary.

Non-renewal notices shall be dated and shall contain a clear and concise statement that the secretary's contract will not be renewed, shall state the reasons and causes for such action, and shall advise the secretary that he or she may request an informal conference with the Director of Human Resources or the Director's designee(s).

Non-renewal notices shall be served by personal delivery or by certified mail addressed to the secretary's last known address.

A secretary has the right to appeal a non-renewal pursuant to the procedures of Step Three, Resolution of Concerns in the Memorandum of Understanding. Appeals must be filed in writing in the superintendent's office within ten working days after receiving the notice of non-renewal.

vi. Finality of Discipline

Written letters of warning, suspension, dismissal or any other documentation of disciplinary action shall be withdrawn from the secretary's permanent record file and destroyed by the supervisor when the secretary can demonstrate to the supervisor, or through the Resolution of Concerns process, that the documentation is not accurate, or that the discipline involved is not warranted by the facts and circumstances of the situation.

Secretaries unsuccessful in having the disciplinary material withdrawn may submit a written statement explaining their view of the matter to be included with the disciplinary letter in the permanent record file.

Records of previous discipline, which are more than four years old, may not be used in imposing current discipline unless disciplinary action has been documented in the intervening years.

vii. Major and Minor Violations

Discipline shall be appropriate to the offense and to the offender. Discipline shall be applied equally and consistently to similar offenses and similarly situated offenders.

A.

For minor offenses, discipline shall be applied progressively, from the minimum of verbal warnings throughout the range of disciplinary measures, until the maximum measure of dismissal is reached.

For serious offenses, discipline shall begin further along in the discipline scale. For certain types of very serious misconduct, immediate dismissal is justified, with no prior warnings or disciplinary suspension. In such cases a secretary may be suspended immediately pending an investigation, and dismissal will follow if the investigation shows that dismissal is justified.

In each instance the facts of the individual case shall also be evaluated for distinguishing circumstances which may justify imposing a differing degree of discipline for the same type of offense. Repeating offenders, for example, in the same or different types of offenses may justifiably receive more serious disciplinary measures than first-time offenders with no previous record of problems. It must be emphasized, however, that when such distinctions are made, they shall be carefully recorded and preserved for future application, equally and consistently, to all like offenders.

Following are some examples of progressively serious violations and the respective levels of discipline that might justifiably be imposed. These examples illustrate the way in which more serious violations warrant progressively more serious discipline. This listing is intended merely to illustrate some of the concepts involved in the corrective discipline program. It is not a comprehensive catalog of possible violations, nor does it try to account for all the relevant circumstances that might have a bearing on the case (see above).

<u>Offense</u>	<u>Type of Violation</u>	<u>Discipline</u>
First	Tardiness	Verbal Warning
Second	Tardiness	Written Warning
Third	Tardiness	Suspension
First	Waste of District Property	Verbal Warning
Second	Insubordination	Written Warning
Third	Smoking in Prohibited Area	Suspension

First	Damage to District Property	Written Warning
Second	Damage to District Property	Suspension
Third	Insubordination	Dismissal
First	Theft	Dismissal
First	Arson	Dismissal
First	Intoxicated at Work	Dismissal
First	Possession of Illegal Drugs	Dismissal
First	Immoral Conduct with Student	Dismissal
First	Assault	Dismissal

o. Reduction in Staff

If the Board in its discretion determines that a reduction in the number of secretaries is necessary because of lack of work, lack of funds, declining enrollments, discontinuance of a particular program or service, school closures, reorganization, or for other just reasons, such reduction shall be accomplished as follows:

- i. Advertisements for openings in all positions in the same or lower lane of affected positions will be suspended until all affected secretaries have been placed. The six-month waiting period may be waived for all affected secretaries wishing to apply for promotional openings. Any secretary placed through the following procedure will still be eligible to apply for any advertised openings occurring during the six months following their placement.
- ii. Secretaries working as the personal secretary to a supervisor may move with their supervisor if the supervisor is moved to a lateral position, unless the supervisor is moved to a lateral position where a personal secretary is already assigned.
- iii. Whenever possible, staff reductions will be accomplished through attrition.

- iv. When changes occur requiring a reduction in staff, reduction within the school or department affected shall be based on qualifications, program need, and seniority.
- v. A list of those being released shall be given to the Human Resources office at least 45 calendar days prior to the effective date of the release or June 30, whichever comes first.
- vi. The Human Resources office will prepare and deliver notification letters to secretaries being released at least 30 calendar days prior to the effective date of the release.
- vii. Secretaries given notice of release may assume the first vacancy in an equivalent or lesser position for which the secretary is qualified.
- viii. If a secretary who is released has not been placed through the procedures outlined above, the released secretary may opt to assume the position of the most recently hired secretary in the District in an equivalent or lesser position for which the secretary is qualified. The option may be preempted in order to protect program needs.
- ix. Secretaries placed in lower positions will have their hourly wage frozen until the hourly wage of the new position equals or exceeds the former hourly wage.
- x. Secretaries with lesser seniority whose positions are to be assumed shall be notified in writing by the Human Resources office at least 30 calendar days prior to the effective date of the release.
- xi. Secretaries who have been released shall have the right, if they so desire, to the first vacancy in an equivalent or lesser position for which the secretary is qualified for a period of 45 calendar days following the date of release.
- xii. Secretaries are eligible to apply for posted positions throughout a reduction in staff. Secretaries who apply for and receive

placement in posted positions will have their salary adjusted to their placement in that position.

p. Voluntary Termination of Employment (Resignation)

A secretary may voluntarily terminate employment upon 10 working days written notice, stating the reason for termination and the date. The written notice must be given by the secretary to both the immediate supervisor and the District Human Resources office.

Damages in an amount of \$50 may be levied against a secretary who fails to give the required notice, provided that at least the minimum wage will be paid for every hour worked.

q. Career Assignment Change

A secretary who wishes to change to a job assignment that is paid in a lower lane at a lower rate of pay or for a shorter length of contract will be placed on the salary schedule at a pay rate that reflects the lower lane and/or shorter contract. Step placement will remain at the same step currently held in the higher lane.

**Granite School District**

**BOARD POLICY**

**DISCRIMINATION COMPLAINT POLICY**

**Taken from the official**

***Policies, Rules, and Regulations  
of the Board of Education***

**as of  
May 20, 1997  
(Policy and Compliance)**

D. Policy and Compliance

2. Discrimination Complaint Policy

Complaints Filed on the Basis of Disability, Gender, Race, Color, National Origin, or Age

a. Statement of Policy

It is policy of Granite School District to maintain a learning and working environment that is free of discrimination. Granite School District prohibits discrimination on the basis of disability, gender, race, national origin, or age. This policy provides procedures whereby persons, who believe themselves to have been the object of improper discrimination, may file a complaint. The policy also provides procedures the District will follow in investigating and resolving complaints.

b. Authority and Designation of District Officials

1. Discrimination on the basis of Disability:

(a) Section 504 of the Rehabilitation Act of 1873 (29 U.S.C. §794) and its implementing regulations (34 C.F.R. part 104). Director of School Services.

(b) Title II of the Americans with Disabilities (42 U.S.C. §12131-12134) and its implementing regulations (28 C.F.R. 35). Director of Human Resources.

2. Discrimination on the basis of Gender  
Title IX of the Education Amendments of 1972 (20 U.S.C. §1681) and its implementing regulations (34 C.F.R., Part 106). Director of School Services.

3. Discrimination on the basis of Race, Color or National Origin  
Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and its implementing regulations (34 C.F.R. part 100). Director of Educational Equity.

4. Discrimination on the basis of Age

The Age Discrimination Act of 1975 (29 U.S.C. § 631) and its implementing regulations (34 C.F.R. part 100). Director of Human Resources.

5. Employment Discrimination

Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000(e)). Director of Human Resources.

c. Definitions

1. Board: means the Granite School District Board of Education.

2. Complaint: means an allegation that an action, policy, procedure, or practice violates a law or regulation listed above.

3. Complainant: means the person filing a complaint.

4. Respondent: means the person alleged to have violated a law or regulation mentioned above.

5. Designated District Official: means the person responsible at the District level for receiving complaints involving the laws or regulations mentioned above. The Designated District Officials are listed in section b. above.

6. Superintendent: means the Superintendent of the Granite School District or the Superintendent's designee.

7. Complaint Answer: means the respondent's written statement concerning the alleged violation.

8. Hearing Officer: means the person assigned to conduct a hearing.

d. Complaint Filing Procedures

Any student or employee who believes that he or she has been discriminated against may personally, or through a representative, file a complaint covered by this procedure with the Granite School District official designated by this policy.

#### 1. Complaint Filing

The building principal is the person responsible for receiving complaints of discrimination at the building level. If the complaint involves the principal, the complaint may be filed directly with the Designated District Official. If the complaint involves the Designated District Official, the complaint shall be filed directly with the Superintendent.

The person with whom the complaint is filed shall encourage the complainant to meet with the respondent to resolve the complaint. The person with whom the complaint is filed may mediate that meeting. If the complainant refuses the meeting, the person with whom the complaint is filed shall contact the Designated District Official who will process the complaint as set out in this policy.

#### 2. Complaint Substance

Complaints filed with a Designated District Official shall be in writing and shall provide at least the following information:

- (a) name, home address, and home and work telephone numbers of complainant,
- (b) nature and date of the alleged violation,
- (c) names of persons responsible for the alleged violation (if known), and
- (d) relevant background information.

The complaint may also include a statement of requested relief or corrective action.

#### 3. Complaint Forms

Complaint forms shall be available at each District building. Complainant may request assistance in the preparation or filing of a complaint.

#### 4. Time Limits

A complaint must be filed within 180 calendar days of the occurrence of the alleged discriminatory action. The Designated District Official, upon a finding that the circumstances of a complaint warrant an extension, may extend this time limitation or other time limitations of this policy.

#### e. Initial Complaint Processing

##### 1. Notification of Respondent

The Designated District Official shall notify the respondent by personal delivery or registered mail within five days of the filing of a complaint. The notice shall include a copy of this policy and advise the respondent of the responsibility to submit an answer to the complaint.

##### 2. Respondent's Complaint Answer

Within five days of receiving notice of a complaint, the respondent shall submit a written answer to the Designated District Official. The answer shall include:

- a. affirmation or denial of each allegation in the complaint,
- b. an indication as to the extent to which the complaint has merit,
- c. an acceptance or rejection of relief or action requested in the complaint, if any, and
- d. other relevant information.

##### 2. Referral of Complaint to a Hearing Officer.

Within five days of receiving respondents complaint answer, the Designated District Official shall determine the level of hearing appropriate to the complaint and deliver the complaint to the

appropriate hearing officer as determined in e.(4) below. A hearing officer receiving a complaint shall be knowledgeable about laws and policies relevant to the subject matter of the complaint.

#### 4. Three Hearing Levels

Level I: If the complaint involves a single school policy or practice, or if a respondent is assigned to a single school or department, the Designated District Official shall deliver the complaint to the District Compliance Officer or other appropriate person, as determined by the Designated District Official, who shall then be the hearing officer.

Level II: If the complaint involves the Superintendent, the Designated District Official shall report the complaint to the Board. The Board shall designate hearing officers in accordance with this policy.

#### f. Hearings

##### 1. Level I

- a. Within five days of receiving the complaint assignment, the hearing officer shall schedule an informal hearing and notify the complainant and respondent. The notice shall include a statement of procedures which will govern the conduct of the hearing. The hearing shall be held no sooner than 10 days nor more than 20 days after service of the notice of hearing.
- b. Persons present at the informal hearing shall include the complainant, respondent, any individual requested by either party to provide assistance relevant to the consideration of the complaint, and the hearing officer. The hearing officer may request the assistance of the Designated District Official or others.

- c. Within five days after the informal hearing, the hearing officer shall issue a written decision which includes statements regarding the validity of the complaint allegations, any necessary corrective action, and the reasons upon which the decision is based. Copies of the decision shall be delivered to the complainant, the respondent, and the Designated District Official. If no written hearing decision is received by the Designated District Official within five days of the hearing, the Designated District Official shall, in writing, request the decision. If the written hearing decision is not received within an additional five days, the Designated District Official shall refer the complaint for Level II hearing.

- d. a complainant or respondent may appeal a decision of the hearing officer by submitting a written request for a Level II hearing to the Designated District Official within ten days of receipt of the written hearing decision.

##### 2. Level II

- a. The Superintendent shall schedule a Level II hearing within five days of receiving a request from the Designated District Official. The complainant and respondent shall be notified in writing of the date, time, and location of the hearing, copies of materials or records which are provided to the superintendent which are pertinent to the hearing, and a statement of procedures to be followed at the hearing. The hearing shall be held no sooner than 10 days nor later than 20 days after service of the hearing notice.
- b. Persons present at the Level II hearing shall include the complainant, the respondent, any individual requested by either party to provide

- assistance relevant to the consideration of the complaint, and the Superintendent. The Superintendent may request the assistance of the Designated District Official or others.
- c. The duration of the hearing shall be allocated in equal parts to the complainant and respondent. Parties shall not be charged with time spent responding to questions posed by the superintendent. Time will be moderated.
  - d. Both the complainant and the respondent shall have the right to present witnesses as they deem necessary to develop facts pertinent to the complaint. Formal rules of evidence shall not apply to Level II hearings.
  - e. Within five days after the Level II hearing, the Superintendent shall issue a Level II written hearing decision which includes statements regarding the validity of the complaint allegation, any necessary corrective action, and the reasons upon which the decision is based. Copies of the decision shall be delivered to the complainant, the respondent, and the Designated District Official. If no written hearing decision is received by the Designated District Official within five days of the hearing, the Designated District Official shall, in writing, request the decision. If the written hearing decision is not received within an additional five days, the Designated District Official shall refer the complaint for Level III hearing.
  - f. A complainant or respondent may appeal a decision of the hearing officer by submitting a written request for a level III hearing to the Designated District Official within ten days of receipt of the written hearing decision.
3. Level III
    - a. If a level III hearing is necessary, the Board shall select among four alternatives:
      - i. the hearing may be conducted by the entire Board,
      - ii. the hearing may be conducted by at least three members of the Board,
      - iii. the Board may delegate hearing authority to an ad hoc hearing panel, or
      - iv. the Board may delegate hearing authority to an individual hearing officer.
    - b. The Board shall send written notification of the alternative which it intends to utilize for the hearing to the Designated District Official, the complainant, and the respondent within thirty days of receipt of the complaint. The Designated District Official shall schedule the hearing within five days of receipt of the Board's notification. The complainant and respondent shall be notified in writing of the date, time, and location of the hearing, copies of materials or records which are provided to the Board which are pertinent to the hearing, and a statement of procedures to be followed at the hearing. The hearing shall be held no sooner than 10 days nor later than 20 days after service of the hearing notice.
    - c. Persons present at the Level III hearing shall include the complainant, the respondent, any individual requested by either party to provide assistance relevant to the consideration of the complaint, and the Level III hearing body. The Level III hearing body may request the assistance of the Designated District Official or others. The Level III hearing body shall designate a member of their body to moderate the hearing to ensure compliance with

procedures which shall be determined by the body itself.

- d. The Level III hearing body shall issue a Level III written hearing decision which includes statements regarding the validity of the complaint allegation, any necessary corrective action, and the reasons upon which the decision is based. The findings and recommendation of the hearing body shall be determined by majority vote and shall specify the reasons on which the decision was based. Any hearing body member in disagreement with the majority may prepare a dissenting opinion to be included with the hearing decision.
- e. The Level III hearing decision and related materials shall be submitted to the Board. If the Board accepts the Level III hearing decision, it shall so state and issue a final board decision. Copies of the decision shall be delivered to the complainant, the respondent, and the Designated District Official.

If the Board rejects the findings and recommendations of the Level III hearing body, it shall issue a detailed decision stating its reasons for such a rejection and at its discretion may issue a final decision or repeat the Level III hearing process beginning with selection among the four alternatives.

g. General Provisions

- 1. Complainant and Respondent Right to Records
  - a. A complainant or respondent may request access to information and records in the possession of the District which bear upon the validity of the grievance. Records must be requested with reasonable specificity.

- b. If obtaining the information requires unreasonable interference with other District duties and responsibilities or unreasonable District expenditure, the District may require that the requesting party pay the District reasonable fees for actual costs incurred in procuring and duplicating the records.
- c. The District is not required to create a record in response to a request.
- d. Information in requested records about subjects or persons not relevant to the complaint or which is otherwise private, controlled, or protected shall be expunged from the record.

2. Right to Assistance

Both the complainant and the respondent have the right to be assisted by knowledgeable persons, organizations, or groups of their selection at their own expense, at any point during the initiation, filing, or hearing of the complaint.

The District shall, upon request, provide assistance to the complainant and respondent, in understanding rights and obligations under this policy and other pertinent District, state, or federal regulations, policies, or other related materials.

3. Confidentiality

The District will strive to respect the confidentiality of the complainant and respondent, consistent with the District's legal obligations and the necessity to take appropriate corrective action.

building and in the Department of Human Resources.

4. Prohibition of Retaliation  
Good faith submission of complaints will not adversely affect the complainant's future employment, grades, or work assignments. However, malicious or frivolous complaints may subject a complainant to discipline.  
  
The District will discipline any individual who retaliates against any person who files a complaint or who testifies, assists, or participates in a proceeding or hearing relating to, any form of intimidation, reprisal, or harassment.
5. Complaint Records  
Complaint records shall be kept by the Designated District Official for a period no less than three years. Records shall include the names and positions of complainants and respondents, dates of filing and resolution, specific allegations and answers, levels of hearings and hearing officers, a statement of final resolution, and details of corrective action. Such recordings shall be made available to complainants and respondents at their request. District recordings shall be a part of the complaint record.
6. Financial Responsibility  
Except as otherwise provided by this policy, costs involved in the administration of the policy shall be borne by the District.
7. Notice  
Section b. of this policy identifying the civil rights protected by this policy shall be delivered to each patron of the District annually. It shall also be posted in the front office of each District

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