

**SOUTHWEST EDUCATIONAL DEVELOPMENT CENTER  
POLICY MANUAL INDEX**

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The mission of the Southwest Educational Development Center shall be to meet the needs of students and teachers, promote achievement, and provide for economy and efficiency in the cooperative delivery of educational services that are identified and requested by **member schools**.

**I. ORGANIZATION**

**A. OFFICIAL NAME**

The Regional Service Center shall be designated as the Southwest Educational Development Center with the initials SEDC representative of the center.

**B. MEMBERSHIP**

The school districts of Beaver, Garfield, Iron, Kane, Millard and Washington along with Southern Utah University make up the participant membership. Also, current Charter School members include Gateway Preparatory Academy, George Washington Academy, Valley Academy, Tuacahn High, SUCCESS Academy and Vista at Entrada. New members can be added only by the approval of the SEDC Executive Board of Directors.

**C. FEES**

A Membership Fee assessed to each district participating in services provided by SEDC will be assessed in November annually. Participant Membership Fees will be assessed as follows:

Beaver, Kane, Garfield, Iron and Millard County Districts	\$2.50 per student
Charter Schools	\$2.50 per student
Washington District	As negotiated
Southern Utah University	\$2,500 flat fee

**D. FISCAL AGENT**

The Iron County School District is the designated district fiscal agent for the Southwest Educational Development Center. Iron County School District shall not administer nor control the center but will participate jointly on a cooperative basis with the other districts.

The Iron County School District, because of its legal responsibilities, shall have fiscal responsibilities as specified by law; by state accounting requirement; by federal accounting requirements within the regular budgeting, purchasing, receipting, disbursing, and accounting procedures of the Iron County School District.

The Executive Board of Directors will approve expenditures that have been properly submitted under SEDC policies by the director for which funds have been budgeted. Program coordinators at SEDC will be furnished a complete and up-to-date budget by Iron County School District each month. The Iron County School District will have the full cooperation of the SEDC director in coordinating business procedures.

SEDC shall follow recommended fiscal management procedures as designated by the Utah State Office of Education's performance auditor in Report #04-01 dated August 6, 2004.

### **E. Organizational Plan**

The schema of SEDC's organizational plan is outlined on the organizational chart, Code 102, of this policy handbook. This plan is not all inclusive and is not intended to be an inhibiting factor in the growth of SEDC. The schema is designed to show relationships, responsibilities, and the functional staffing of SEDC.

1. **Executive Board of Directors** – Within the limits of the operational project proposal and legal structure of the State of Utah, the SEDC Executive Board of Directors shall be the governing body for the Southwest Educational Development Center. The Board of Directors is enabled to make decisions as necessary to promote the welfare of education and shall govern SEDC by establishing those policies necessary and essential to the general welfare of the six districts, their staffs, and students.
  - a. The Board of Directors shall consist of the superintendent from each of the six school districts in the SEDC Service Region, one representative from Southern Utah University, the elected State School Board Members representing the southern region and one Charter School Director. **VOTING MEMBERS shall consist only of the superintendents from each of the six school districts in the SEDC Region and the representative from Southern Utah University.**
  - b. The board shall appoint the director for SEDC as its Executive Officer and assume the responsibility of directing said director by the formulation of policies, administrative procedures and directives as determined by need.
  - c. The Executive Board of Directors shall meet on the third Wednesday of each month unless schedule is changed due to mitigating circumstances. They may also call special meetings at such times during the year as necessary for policy consideration and/or other matters deemed beneficial to the operation of their schools and SEDC. It will hold monthly meetings for the purpose of:
    - Reviewing Operation of center and appointing of personnel.
    - Reviewing minutes and financial status of center.
    - Approving expenditures, receive delegations and hear special reports and other such matters, as it deems necessary.

- d. The Board of Directors shall be a policy making board. Their responsibility will be to approve expenditures and to set policies that will enable the SEDC Director to administer the activities of SEDC in a satisfactory manner. The Board of Directors may function only as a whole with no member designated with individual authority.
- e. The Board shall organize annually during the October meeting. The only officer shall be a chairman. The SEDC director shall serve as secretary or assign the office manager to this responsibility. The chairman will be chosen from the member schools, selected by the following rotation: Garfield, Kane, Washington, Iron, Millard and Beaver. The secretary will not be a voting member of the board.
- f. A quorum shall consist of a majority of the members. If at any meeting a quorum is not present, items for which a vote is needed will be mailed or e-mailed to absent members and a written vote shall be taken for action upon necessary items.
- g. All motions and votes shall be duly recorded in the official minutes of the board that will be kept in a permanent file by the director of SEDC.

**2. Chairman of Regional Executive Board of Directors**

- a. The chairman shall cause to be called regular monthly meetings unless otherwise arranged and such special meetings as considered necessary.
- b. The chairman will conduct all meetings in accordance with correct procedures and Roberts Rules of Order.
- c. The chairman will cause to be recorded official minutes containing official motions and recording the votes of the board.
- d. The chairman shall be empowered with authority to act upon emergency items and requests when operating within general policy guidelines and pursuant to the practicality and advisability of his action. He/she may also receive a vote by phone or email from other members of the committee provided that he/she duly records the item in question and the vote of the members and registers the same in the official minutes to be ratified at an official meeting.

## II. OPERATION OF THE CENTER

### A. General Policies

1. **Location of Center** – The center shall be located in Cedar City, Utah. The present location is 520 West 800 South.
2. **Hours of Operation** – The hours of operation for general office procedures shall be from 8:00 a.m. until 5:00 p.m. Monday through Thursday, 8:00 a.m. until 4:00 p.m. Friday and closed on Saturdays, Sundays, and holidays.
3. **Furniture, Equipment, and Materials** – Furniture, equipment, and materials must be inventoried and clearly marked according to state requirements.
4. **Equipment and Materials** – Equipment and materials shall be made available to the member districts as approved by the Board of Directors. The center shall at all times maintain an accurate and efficient record of the location and condition of equipment and materials.
5. **Equipment and Repairs** – SEDC equipment repairs shall be made by the SEDC technicians.
6. **Visiting Schools** – Visiting schools in districts shall be encouraged. The center will visit schools on request or by appointment as needed to insure an adequate transfer of information on available programs at the center is communicated.
7. **Internships** – Internships and other types of training programs will be encouraged and arranged within the scope of center activities.
8. **Service Awards** – SEDC employees will receive an inscribed bell for 15, 20 and 25 years of service to the center. An inscribed watch will be awarded for 30 years of service.

Revised – September 2006

SOUTHWEST EDUCATIONAL DEVELOPMENT CENTER

Organization Chart

Board of Directors

Office Manager/

Secretary

Sterling Scholar  
Driver Simulator

Director

Overall direction and administration  
of facilities, program planning,  
research, liaison with other  
organizations, etc.

Technology

Media

Autism

Reading

Data Assessment

Director

Specialists

Trainer  
Network Support  
System's Specialist

Coordinator

Secretary

Specialist

Secretary

Specialist

Specialist

**School Districts**

**Beaver, Garfield, Iron, Kane, Millard, Washington, SUU**

**Charter Schools**

**Gateway Preparatory Academy, Success Academy, Tuacahn High, Vista at  
Entrada, Valley Academy**



## **GOAL**

It is the goal of the Southwest Development Center to provide a variety of valuable educational services to the districts in the region. Services provided will vary according to funding sources from state & federal grants, district assessments, the Utah Educational Network and from the Utah State Office of Education.

## **TECHNOLOGY**

SEDC has a full time Technology Director funded through the Utah State Office of Education who serves all districts in the region. The Technology Director also has the responsibility of supervising the other technology support positions. Technology support for districts in the SEDC region includes, but is not limited to, computer, software, hardware, Internet, networks, e-mail, grants, repair, and data assessment as well as in-service in all areas of educational technology.

## **SYSTEM ENGINEER**

SEDC has a full time System Engineer who provides network support to all districts in the region and helps coordinate various technology purchases as well as grant management. This position is funded by the Utah Educational Network.

## **SYSTEM SPECIALIST**

SEDC has a full time System Specialist who provides programming and network support to all districts in the region. This position is funded through SEDC's general administrative funding approved through the legislature and appropriated to USOE for disbursement.

## **TECHNOLOGY TRAINER**

A full time technology trainer provides a wide variety of technical training and support to teachers in all districts within the SEDC area. The trainer also coordinates various grants and works in coordination with other agencies in the State to enhance the use of technology in education. This position is funded through the Utah Educational Network.

## **AUTISM SPECIALIST**

SEDC has a full time Autism Specialist who provides specialized training to educators, tests students, and works with parents and autistic students in Washington, Iron, Beaver, Garfield and Kane School Districts. This position is funded by a grant through the State Division of Mental Health.

## **MEDIAMENTOR/AUSTISM ASSISTANT**

Videos are duplicated and booked by SEDC's Media Specialist. These materials are picked up by schools. SEDC has expanded this service to include training in the area of video streaming, eMedia resources and the printing of posters. This position also acts as the Autism Secretary and helps in coordinating the annual Southern Utah Autism Conference. Funding for this position is through district membership fees and from the Autism Program.

**Revised – October 2004**

**Revised – September 2015**

**I. NONDISCRIMINATION**

It is the policy of the Southwest Educational Development Center not to discriminate on the basis of sex in the services it provides to districts, or employment policies as required by Title IX of the 1972 Education Amendments. It is also the policy of the SEDC not to discriminate on the basis of handicap as stated in Title VI. Inquiries regarding compliance with Title IX, Title VI, or Section 504 may be directed to the SEDC director at 520 West 800 South, Cedar City, Utah 84720, telephone number 435-586-2865.

SEDC is committed to the concept of equal opportunity employment. This commitment will be supported by positive practices and efforts to ensure equal opportunity and non-discriminatory treatment of persons regardless of race, color, religions creed, ancestry, national origin, age, marital or parental status, or sex, both in terms of securing employment and promotional opportunities. This plan also applies to qualified handicapped individuals.

**Adopted – October 2004**

## **COMPENSATION**

1. **COMPENSATION** – The Executive Board of Directors shall review salaries of SEDC employees on a yearly basis and will determine if salary adjustments are to be given based on budgetary information, infusion of new monies given by the legislature, and by surveying increases given by districts in the region. Salary adjustments approved by the board will become effective, July 1<sup>st</sup> of the new contract year.
  - a. Payroll – all employees shall be paid twice a month, on the 5th and 20th. The director shall submit a payroll information report, including hours worked and leave used to the Iron County School District who will in turn, prepare payroll checks using direct deposit.
  - b. The Executive Board will determine the compensation, including salary and benefits, of the director and other full time personnel at SEDC. The Board of Directors shall have final hiring approval for all full time at-will personnel. Salaries paid shall be commensurate with the employee’s skills and money available. An at-will employee is considered to be full-time if they work at least a 10 month school calendar and at least six hours per day and are eligible for benefits. At-will employee appointments may be canceled at any time if sufficient funds are not available to meet the financial obligations of the Southwest Educational Development Center.
  - c. The director shall hire and determine the salary for all part-time and temporary employees, including technicians, drivers and support staff.
  - d. Employees who work six hours per day or less are considered part-time, and temporary. These employees should have no expectation of continued employment. They may be terminated at any time and are not eligible to use the center’s grievance procedure. They are not eligible for benefits other than Worker’s Compensation, and are not eligible for paid sick leave, vacation or holiday leave, insurance, or long term disability.  
EXCEPTION: Part time employees who work at least 29.5 hours or more per week for more than 90 days will participate in the State Retirement System.

**Revised October 2004**  
**Revised August 2015**

## **INSURANCE**

### **1. INSURANCE**

All regular full time employees and their legal dependents, up to age 26, are covered by a group plan that includes the following benefits: health, dental, and catastrophic medical care. Long term disability insurance is provided for full-time employees. A double-indemnity life insurance policy is also provided for full-time employees plus life insurance for the spouse and dependent children. Temporary full-time employees (up to four months) will not be eligible for insurance benefits. If the position changes, the employee's status will be re-evaluated after the four-month period. SEDC provides employee insurance coverage under the policies and procedures of its district fiscal agent, Iron County School District.

Employees are covered by a worker's compensation insurance plan. Employees cannot receive "sick pay" policy #202, due to industrial accidents and also collect salary for lost work time from the worker's compensation plan. There will be no "double dipping."

### **DISABILITY INSURANCE**

For purposes of determining whether or not an employee has become permanently or partially disabled, the guidelines as established by the Educator Mutual Insurance Association shall govern.

### **LIABILITY INSURANCE**

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

**SICK LEAVE**

At will full time employees who work six hours or more per day five days per week will be entitled to semi-unlimited sick leave. In case of absence, it is the employee's responsibility to notify the director as soon as possible. A doctor's certificate may be required. Sick leave is semi-unlimited in that contracts will probably not be renewed for persons with a terminal illness.

Employees qualifying for sick leave who are absent from their work responsibilities at SEDC because of illness shall receive full pay for a limited period of time approved by the Executive Board. Sick leave may last up until the end of the waiting period required for long-term disability qualification (currently four months) at which time long-term disability shall be implemented, provided the employee qualifies for this benefit. If the employee does not qualify for long-term disability, there will be no additional paid sick leave. Sick leave may be taken for preventative medical treatment such as doctor and dental appointments, therapy, and other medical reasons. Employees may apply for options under the Family and Medical Leave Act (FMLA) (see GCBG) in order to be guaranteed the right to return to work. Any benefits, for which the employees qualify, shall be maintained throughout the approved period of time granted under the Family Medical Leave Act. In case of a terminal or serious illness, contracts may not be renewed.

**Revised – October 2004**

**Revised – September 2015**

**EMPLOYEE FAMILY AND MEDICAL LEAVE (FMLA)**

A family and medical leave of absence (FMLA) shall be defined as an approved non-paid leave of absence available to an eligible employee for up to a total of 12 weeks per “rolling” twelve (12) month period measured backwards from the date an employee uses any qualified FMLA. FMLA must be taken in a manner consistent with SEDC policies.

1. FMLA, whether regular or intermittent, is non-paid.
2. To be eligible, an employee must have been assigned to a position, have actually worked at least 1,250 hours (actual hours assigned to work) during the twelve (12) months immediately preceding the commencement of FMLA, and must have been employed by SEDC for at least one year (12 months)
3. FMLA will be granted to an employee who has identified and substantiated an eligible personal qualifying event or condition, or a qualifying event or condition for an eligible family member, which will require a temporary short-term release from responsibilities at SEDC. A FMLA, not to exceed twelve (12) weeks per rolling year, may be taken for one or more of the following qualifying events or conditions:
  - A. The birth of the employee’s child or an adoption;
  - B. The care of an employee’s newborn, adopted, or foster child within the first twelve (12) months following the birth or placement of a child;
  - C. The care of a spouse, son, daughter, or parent of the employee if the individual has a medically verified serious health condition. The term “son” or “daughter” means an adopted, biological or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability; or
  - D. A serious health condition that makes the employee unable to perform the essential functions of the position to which the employee is assigned.
4. FMLA shall run concurrently with long-term disability, paid leave, unpaid leave, and /or paid vacation for an FMLA qualifying event. SEDC requires employees to exhaust paid vacation days before using any remaining unpaid FMLA leave.

5. When FMLA is requested, an employee shall complete a written leave request for FML at least thirty (30) days prior to the effective date of the FMLA unless a medical emergency precludes such advance notice. When the need for FMLA is not foreseeable, the employee will submit a written request for FMLA to the director as soon as it is determined leave is necessary but no later than two (2) working days after the leave begins. The employee must submit necessary documentation to substantiate the need for FMLA at the time of the request. If the need for FMLA is not foreseeable, the employee must submit proper medical certification within fifteen (15) days of the request or the FMLA may be denied.
6. The request for a medical FMLA shall be accompanied by an attending physician's statement, as provided for in the Family and Medical Leave Act of 1993. The physician's statement must outline the need for the employee to be absent, the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition and other pertinent medical facts.

If the FMLA is for a serious health condition of the employee, the physician's certification must include a statement that the employee is unable to perform the essential functions of their job and all other required information.

If the FMLA is to care for an eligible family member, the medical statement must also state that the employee is needed to care for the son, daughter, (see III.C.), spouse or parent of the employee and the amount of time required for such care.

- A. Serious health condition is defined as an illness, injury or impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider which satisfies the requirements of law. Unless complications arise which satisfy the meaning of serious health condition", the common cold, flu, earaches, upset stomach, minor ulcers, headaches, routine dental or orthodontia problems, periodontal disease, etc., do not qualify for FMLA.
- B. If intermittent FMLA is requested, the medical statement must also include the dates on which treatment is expected to be given, the duration of treatment, and that such treatment is not available at a time which would not require leave from duty.



- C. SEDC may, at its expense, request a second opinion that FMLA is necessary. A third medical opinion by a doctor, jointly designated by the center and the employee, may be obtained at the center's expense if the second opinion conflicts with the first.
  - D. When FMLA is requested for an employee's serious health condition, before such leave expires, the employee must provide documentation from the original certifying health care provider certifying that the employee is able to resume work. The employee has the right to return to work during the approved FMLA period if the health care provider provides a written statement to SEDC that the employee, in the opinion of the health care provider, is able to perform the essential functions of the job. An employee on FMLA for a serious health condition who does not provide the center the necessary return-to-work certification prior to the date of their scheduled return may not return to work, must apply for an appropriate leave of absence, resign, or will be subject to dismissal.
  - E. The FMLA request must be submitted in writing to and approved by the appropriate supervisor.
  - F. Calculation for the amount of FMLA available begins when the qualifying event commences, whether accrued earned leave or non-paid leave was taken.
7. SEDC will continue to contribute its portion of the appropriate group health insurance coverage in force at the time the leave begins during eligible non-paid FMLA. The employee must pay the required monthly contribution, by check, to the fiscal agent, Iron County School District. If the employee fails to return from leave, the center may recover (as provided for in the Family and Medical Leave Act of 1993) any premium that the SEDC has paid for maintaining group health insurance coverage during FMLA. An employee is considered to have returned to work if he or she returns for at least 30 calendar days. An exception to the rule may be made if an employee's circumstances change unexpectedly beyond their control during the leave period, which make them unable to return to work at the end of the twelve (12) week period. Medical certification and SEDC approval is required.
8. An employee who takes FMLA does not earn service credit toward retirement and does not accumulate other benefits during the period of non-paid leave. The employee is not entitled to unemployment compensation benefits during the leave period.

9. When spouses are employed by the center and are both eligible for FMLA, their aggregate leave entitlement will be twelve (12) weeks if the leave is for the birth, adoption or placement of a child, or the illness of a parent or dependent child.
10. Employees returning from FMLA may be restored to the same position or be assigned to an equivalent position. SEDC is not obligated to return the employee to the position held by the individual prior to FMLA.
11. This regulation is based upon the final rule for the United States Department of Labor's Family and Medical Leave Act of 1993 (FMLA), 29CFR825, as published in the January 6, 1995 Federal Register, Vol. 6, No. 4. It is not intended to be the complete explanation of the FMLA. An employee may review the final rule by securing a copy of the respective Federal Register noted above. The final rule will be used as a source to clarify implementation, when necessary, and the decisions made by the center regarding an employee's eligibility for FMLA will be based upon this regulation and the final rule.

**Adopted – October 2004**

**BEREAVEMENT LEAVE**

All at-will fulltime employees will be entitled to bereavement leave with pay upon the death of a relative, for a limited period of time with a maximum of 5 days. The length of leave will be determined by the director based upon the closeness of the relationship and the location of burial services. For purposes of this policy, relative means immediate family to include: spouse, parents, spouse's parents, children, grandchildren, brother and sisters. Consideration may be given for limited leave in the event of the death of other family members.

**Revised – October 2004**

**MATERNITY LEAVE**

Twenty-one calendar days, including weekends and holidays, will be given to at-will fulltime employees following the birth of a baby. Conditions associated with child birth necessitating additional days of absence from work will be handled under the sick leave policies of the Southwest Educational Development Center.

**Adopted – October 2004**

**SABBATICAL LEAVE**

The Executive Board, by recommendation of the director, may grant sabbatical leaves of absence without pay. Such leaves of absence will be granted for reasons such as, but not limited to, educational improvement, professional enhancement, or extended maternity purposes. Such leaves are not granted to individuals who desire to see if they prefer another job. All applications for a sabbatical leave of absence must be submitted to the director on an approved form before the regularly scheduled Executive Board meeting on the third Wednesday of March. By March 20 of the school year in which the leave was taken, the Executive Board will notify employees on sabbatical leaves of their requirement to notify SEDC of their commitment and intent to return.

**Revised – October 2004**

**JURY DUTY**

Any employee absent because of jury duty shall receive full pay. Stipends beyond per diem must be returned to SEDC.

**Adopted – October 2004**

**CIVIC SERVICE LEAVE**

The SEDC Executive Board affirms its belief that all personnel enjoy the full rights and privileges of residence and citizenship in this State and community, including the rights to serve in such activities as military duty (reserves and National Guard), ambulance duty, fire-fighting duty or in an elected public office. Time away from SEDC, up to and including 15 working days, for service in these capacities will be granted without pay; additional days must be approved on an individual basis by the Executive Board. In no case will an employee be paid for those days of leave for which he or she is compensated by another entity.

**Adopted – October 2004**

**CONVENTION LEAVE**

Personnel may be allowed to attend conventions and workshops related to their specific assignment if funds permit and if their attendance will enhance the educational offerings or services to the districts in the SEDC region. Funds for this purpose must be allocated to the requesting department's budget. Out-of-state trips for convention leave (other than Mesquite and Las Vegas, Nevada) must receive approval by the Executive Board under SEDC's travel policy.

**Revised – October 2004**



**TRAVEL**

**1. Service Area**

- a. All service area travel will be approved by administrative procedure, i.e., routes, service to be provided, etc. Any area travel not covered by written procedure shall be approved and authorized by the SEDC Executive Board of Directors or the director if such travel is in the interest of SEDC, is not out of state, and/or the separate districts. Personnel must function within the travel budget allocated to their department.
- b. Lodging expenses will be reimbursed by SEDC within the allocated department's travel budget when incurred as a necessary expense for authorized travel and service. Actual paid receipt for lodging is required for reimbursement.
- c. Only authorized SEDC personnel will drive vehicles owned or leased by the center and are expected to follow the rules and regulations of Utah State Code R27-3-4 Authorized and Unauthorized use of State Vehicles.

**2. Out of Service Area Travel**

- a. Attendance at any workshop, training session, demonstration, etc., held outside the geographic area of the six counties must be approved by the Executive Board of Directors or the director of SEDC. Any travel out of state must be approved by the Board of Directors prior to the trip, with the exception of the Mesquite and Las Vegas area. Travel to the Mesquite or Las Vegas area can be approved by the SEDC director.
- b. Expenses for approved, out-of-area travel will be borne by SEDC provided the appropriate funds are available and budgeted within the requesting employee's department.
- c. Actual lodging costs incurred during approved travel periods outside the service center region will be reimbursed by the center. Paid receipts are mandatory for reimbursement.

- d. A per diem food allowance of \$40 per day in-state and \$46 out-of state or prorated on part days for the period covered by approved travel will be allowed.
- e. The director will attend such meetings as may be called by the State Office of Education, URSA, UEN, or other agencies relative to SEDC or its operation as part of his regular duties without prior approval.

**Revised – October 2004**

**Revised – September 2015**

## **HIRING/EMPLOYMENT**

All selection procedures below the level of the director are the primary responsibility of the director and assigned committees with recommendations to be finalized by the Executive Board.

- a. All positions will be announced to the Executive Board of Directors and posted with the Utah State Office of Education, local paper, and the fiscal agent, Iron County School District's web site. Notice of vacancy may also be given to member districts.
- b. Applications for positions will be made to the SEDC Director, 520 West 800 South, Cedar City, Utah 84720.
- c. The director shall screen all applications, select preferred candidates for interviews, and make recommendations to the Executive Board of Directors.
- d. Formal approval for all employment is the responsibility of the SEDC Executive Board. The director may offer a position to the candidate selected through the selection process prior to the formal approval by the Executive Board in a regularly scheduled meeting. Candidates for hiring, in accordance with Utah Code (53A-3-410) will be asked to submit fingerprinting and a criminal background check as a condition of employment. No selection or position offer is final until after the official approval of the selection by the SEDC Executive Board.

SEDC shall be considered the employer, and all staff members of the center shall be considered employees. Every effort will be made to maintain high standards of efficiency and operation as well as to provide for the individual welfare of each staff member. It is SEDC's hope that each employee will accept his or her task with professionalism and dedication realizing that the success of the service center depends on him/her. It is also expected that each employee will realize the great educational importance of the job they perform, understanding that the service provided by them actually affects the lives of many. A pleasant, positive personality, neat appearance, and the ability to "get along" with people is essential because of the many individuals involved in the operation of SEDC.

## **CONTRACTS**

Because the funding of programs at the four Regional Service Centers is generated from grants, district assessments, UEN and the State Office of Education, there is always the possibility that necessary funding may not be available for different positions. Therefore, all full-time employees at SEDC are considered “at-will” and are awarded contracts or letters of appointment on a yearly basis with the stipulation that appointments may be canceled at any time if sufficient funds are not available to meet the financial obligations of the center. Contracts shall be in force from July 1 to June 30. Termination of the contract by SEDC will be based upon (1) lack of funds, (2) failure to meet job requirements and/or certification when required, (3) insubordination, (4) inefficiency, or (5) for other sufficient reasons. In anticipation of contract termination, the director will notify the individual concerned in writing of his/her intent to not renew or to terminate the contact by April 15. He/she shall also provide this document to the Executive Board along with a recommendation for continued contracts in the May board meeting.

**Revised – October 2004**

**VACATIONS/Contract Days**

The director has the responsibility for scheduling vacations /non-contract days so as to keep SEDC in operation from July 1 to June 30 of each year.

- a. All “at-will” employees at SEDC are placed on a 229 day, 11 month contracts with the exception of director and the autism specialist. The director is placed on a 12 month contract and the autism specialist’s contract will be negotiated. Nine of the 229 days are paid holidays. The non-contract days may be taken as holidays according to the fiscal agent’s calendar or as approved by the Director. The staff shall schedule all non-contract days with the Director and report them to the Office Manager. All non-contract days are to be used during the fiscal year, July 1 – June 30. There will be no accrual of non-contract days into the next fiscal year without Director approval.
- b. The Director’s vacation days will be contingent upon his/her contract with the Executive Board.

**Revised – October 2004**

**Revised – September 2015**

### **CORRECTIVE ACTION**

Corrective action is not necessarily the first step leading toward dismissal of an employee; however, if problems are not corrected, dismissal may become the end result. Corrective action is intended as a way of recognizing and dealing with problems that might, if unresolved, seriously interfere with an employee's performance and effectiveness. Corrective action refers to the status of an employee at SEDC who has been advised by the director or Executive Board that his/her job performance is inadequate.

#### **Deficiencies and remediation:**

An employee whose performance is inadequate or in need of improvement shall be provided in writing documentation that clearly identifies his or her deficiencies, and a recommended course of action that will improve their performance. The director shall provide the employee with reasonable assistance to improve his/her performance, but ultimately it is employee responsibility to improve their job performance in the areas identified.

**Adopted – October 2004**

## **ASSIGNMENT AND TRANSFER**

### **Assignment:**

Personnel will be assigned by the director and Executive Board to positions for which they have experience, preparation, or certification.

### **Reassignment and Transfer:**

The Executive Board reserves the right to reassign and transfer personnel to other positions at the Southwest Educational Development Center when conditions such as the following exist:

- Changes in organization
- Addition or elimination of an educational service
- Vacancies created by leaves of absence, death, retirement, resignation and the like

The Executive Board will receive and act upon recommendations for personnel reassignment and transfer at SEDC in light of need and each individual's qualifications for the position – in that order of priority.

### **Personal Transfers:**

The Executive Board will consider requests for personal transfers within the Southwest Educational Development Center, compatible with the employee's qualifications, based upon a job vacancy at SEDC. Requests are based on the assumption that a different position would promote professional growth or efficiency. Requests for such transfers will be made through the director.

**Adopted – October 2004**

**WORK HOURS**

Work hours for employees at SEDC shall be 8 hours per day excluding lunch. The director may adjust work day hours as deemed necessary. Within these hours each employee is eligible to take two 15 minute breaks, one in the morning and one during the afternoon. Additional hours worked must follow the guidelines established in SEDC Overtime Policy Code #217. Hours for part-time employees will be set by the director.

**Revised – September 2015**



**WORK PERIOD/OVERTIME POLICY**

- 1. Tasks shall be assigned and wages paid for work completed. During the standard work week, each employee is professionally responsible for fulfilling the essential elements of his/her job.**
  - a. Employees may periodically negotiate for flexible starting and quitting times with the director as long as scheduling is consistent with overtime provisions.
  - b. Alternative work schedules may be implemented as approved by the director.
  - c. Employees are required to be to work on time. Employees who are late, regardless of the reason, should communicate appropriately with the director or office manager and shall make up lost time through the use of accrued leave, leave without pay or, with director approval, adjust their work schedule.
  
- 2. The Southwest Educational Development Center's policy for overtime is based upon Fair Labor Standards and Practices.**
  - a. The director may approve a Fair Labor Standards and Practices non-exempt employee to work overtime based upon rules and procedures that ensure overtime usage is appropriate, efficient and economical. These policies and procedures shall include:
    1. Prior supervisory approval for all overtime worked is mandatory.
    2. Designated recordkeeping guidelines for all approved overtime worked must be followed.
    3. Compensation for approved overtime worked will be given as time off.

**Revised – September 2015**

4. FLSA non-exempt employees may not work more than 40 hours a week without management approval. They shall receive overtime when they actually work more than 40 hours a week. Leave and holiday time taken within the work period shall not count as hours worked when calculating overtime accrual. Hours worked over two or more weeks shall not be averaged out. FLSA non-exempt employees will accrue one and one-half hours of compensatory time for each hour worked over 40 in one week.
  
6. FLSA exempt employees may not work more than 80 hours in the bimonthly pay period without management approval. They shall accrue compensatory time when they actually work more than 80 hours in a work period. Leave and holiday time taken within the work period may not count as hours worked when calculating compensatory time. SEDC shall compensate FLSA exempt employees who work overtime by giving them time off. For each hour of overtime worked, an FLSA exempt employee shall accrue an hour of compensatory time.
  - a. Non-exempt employees shall sign a prior overtime agreement that authorizes management to compensate them for approved overtime worked by taking time off in accordance with the following:
    1. SEDC's overtime policy will be given to each employee.
    2. Any compensatory time earned by an employee is not an entitlement, a benefit, nor a vested right.
    3. Compensatory time earned by employees shall lapse at the end of the Southwest Educational Development Center's annual fiscal year, June 30.
    4. Any compensatory time earned by an employee shall lapse when they transfer to another agency, terminate, retire or otherwise do not return to work before the end of the overtime year.

### **3. Compensatory Time**

- a. Employees shall arrange with management to schedule use of compensatory time as soon as possible without undue interruption of programs or operations of the Southwest Education Development Center.

### **4. Reporting of Time**

- a. FLSA non-exempt employees must submit any approved overtime accrued on a weekly time sheet. All hours must be recorded in order to claim time. Completion of the tracking sheet is at SEDC's discretion when no overtime is worked during a 40 hour week. Working unauthorized overtime may be subject to disciplinary action.

### **5. Commuting and Travel Time**

- a. Normal commuting time from home to work and back shall not count toward hours worked.
- b. The time employees spend traveling from one job site to another during the normal work schedule shall count toward hours worked.
- c. Time employees spend traveling to a special assignment such as meeting, conferences, etc, shall count toward hours worked except mealtime.

**Adopted – June 2004**

**Southwest Educational Development Center  
Non-Exempt Employee Overtime Agreement**

I authorize management of the Southwest Educational Development Center to compensate me for any approved overtime hours worked through the use of accrued compensatory time. For each hour of approved overtime worked I will accrue time and one half of compensatory time. I understand that said time shall be taken in accordance with SEDC's adopted Overtime Policies and Procedures.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Adopted – June 2004**